

THE STATE OF TEXAS  
COUNTY OF GALVESTON

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**INTERLOCAL AGREEMENT**

WHEREAS, the City of Texas City (hereinafter singly "City") and Texas City Economic Development Corporation, (hereinafter singly "EDC" and hereinafter jointly "Parties") share a mutual need to facilitate economic development and an enhanced quality of life for citizens of Texas City; and

WHEREAS, the Parties recognize that certain properties within the City of Texas City have been struck off to the City of Texas City, as Trustee for itself and for other taxing entities under the Texas Property Tax Code; and

WHEREAS, many of these struck off properties have fallen into a state of disrepair and require action to cure health and safety violations, including but not limited to demolition of structures, clean up, removal of trash and debris, mowing, and removal of brush and vegetation; and

WHEREAS, alleviation of the aforementioned conditions will improve the salability of the properties so that they may be returned to productive use; and

WHEREAS, the Parties understand that these conditions may sometimes be alleviated through the shared resources of the Parties; and

WHEREAS, Texas Government Code, §791.011, allows the Parties to enter into an agreement for the performance of governmental functions or services with other local governments; and

WHEREAS, the Parties deem it in the public's best interest to pursue these shared interests through an Interlocal Agreement.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants, conditions, and payments to be made, hereby mutually agree as follows:

WITNESSETH:

1. This Agreement shall become effective upon its execution by the last Party to sign. Any Party may terminate its participation in this agreement upon thirty (30) days advance written notice to the other Parties.

continuing to be a joint owner of tax foreclosed properties.

2. The "Policy for Curing Problem Conditions for Tax Foreclosed Properties", is hereby approved by the Parties. The policy may not be further amended except upon approval by the Parties.

8. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid by the final judgment or

decree of any court of competent jurisdiction, such invalidity, shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

10. This Agreement constitutes the entire Agreement between the Parties. No agreements or modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by all Parties.

11. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified mail or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CITY OF TEXAS CITY:

Mayor  
City of Texas City  
P O Box 2608  
Texas City, TX 77592-2608

with copy to:

City Attorney's Office  
P O Box 2608  
Texas City, TX 77592-2608

TEXAS CITY ECONOMIC  
DEVELOPMENT CORPORATION

Director of Management Services  
Texas City EDC  
P.O. Box 2608  
Texas City, TX 77592-2608

**CITY OF TEXAS CITY**

By: \_\_\_\_\_  
Matthew T. Doyle, Mayor

Attest:

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

**TEXAS CITY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF GALVESTON

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**POLICY FOR CURING PROBLEM CONDITIONS  
OF  
TAX FORECLOSED PROPERTIES**

**1. MISSION STATEMENT**

1.1. To facilitate an efficient, economical cure of problem conditions of tax foreclosed properties located in the City of Texas City, including but not limited to demolition of structures, clean up, removal of trash and debris, mowing, and removal of brush and vegetation.

**2. BACKGROUND**

2.1. The taxing entities own a number of tax foreclosed properties situated within the City of Texas City. These tax foreclosed properties were offered for sale at public auction by the Galveston County Sheriff but were not purchased. Pursuant to the Texas Property Tax Code, these properties are 'struck off' to the taxing entities, thus they are owned jointly by the taxing entities which were a party to the tax foreclosure.

2.2 Some of these tax foreclosed properties have fallen into a state of disrepair and the problematic conditions often prevent the properties from being sold and returned to productive use. In order to facilitate the sale of these properties, action is required to cure the problematic conditions described herein. Curing these problematic conditions will require the use of resources. These problematic conditions include, but are not limited to:

- a. tall grass, weeds, overgrown trees, brush and vegetation in need of cutting and removal;
- b. trash, debris and other materials in need of removal and disposal;
- c. deteriorated structures in need of demolition, removal and disposal;
- d. environmental conditions and/or materials in need of remediation and disposal;
- e. the existence of any other condition and/or material which may affect:
  - (1) the salability of the property; or
  - (2) the aesthetic nature of the property; or
  - (3) the aesthetic nature of the neighborhood or surrounding area; or
  - (4) the value of the neighborhood or surrounding area.

**3. PROCEDURE FOR CURING PROBLEMATIC CONDITIONS**

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3.1 The City will identify any tax foreclosed properties upon which problematic conditions exist and require curative action.

3.2 The Director of Management Services will direct City of Texas City staff to prepare a report detailing the condition of property, citing the specific problematic conditions. The report form is attached hereto as Exhibit 'A', "Property Condition Report". The report may also include attachments, such as photographs, maps and other documents which assist in assessing the property condition

3.3 The Property Condition Report will also include the problematic conditions existing on the property, as well as a proposed curative action for the condition. Further to the proposed curative action, the Property Condition Report will include an estimate of the costs of curative action.

3.4 Completed Property Condition Reports will be provided to the EDC. The EDC will consider the curative action(s) proposed by the City at EDC meetings. Upon EDC approval of the City's proposed curative action, the EDC will provide City with written permission to proceed with curative action.

3.5 City will undertake curative action and keep a detailed bill of costs and expenses associated with each curative action. City will prepare a lien evidencing the action taken and sums expended to cure problematic conditions set forth in its report. The lien form is attached hereto as Exhibit 'B'. City will deliver original liens to the Office of the Galveston County Clerk for recording in the Official Deed Records. Copies of recorded liens will be provided to the law firm of Linebarger Goggan Blair & Sampson or the successor delinquent tax attorney for City.

3.6 City will present EDC with a bill of costs and expenses associated with each curative action. EDC will pay to City the sums set forth in the bill of costs. Copies of the bills of costs will be sent to the law firm of Linebarger Goggan Blair & Sampson or the successor delinquent tax attorney for City.

3.7 Upon the sale of any property which was the subject of curative action by City and funding by EDC, proceeds from the sale will be distributed in accordance with the Texas Property Tax Code. Funds advanced by EDC for curative measures and captured under the sale of said property will be paid to City. City will subsequently pass to EDC any captured funds through the sale of said property.

**EXHIBIT 'A'**  
**PROPERTY CONDITION REPORT**  
**TAX FORECLOSED PROPERTY**

CAD # \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Residential

\_\_\_\_\_ Vacant Lot/Land

\_\_\_\_\_ Business/Industrial

\_\_\_\_\_ Structures/Improvements (if existent, please describe)

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**Conditions in Need of Curative Action**

(please check all that apply, attach photos or other documents reflecting condition of property)

\_\_\_\_\_ Tall grass, weeds

\_\_\_\_\_ Trees, brush, vegetation

\_\_\_\_\_ Junk, debris in need of removal

\_\_\_\_\_ In ground tanks

\_\_\_\_\_ Structures, improvements in need of demolition

\_\_\_\_\_ Other – please detail below

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**Estimated Costs of Curative Action**

(please attach supporting documents, if any)

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**EXHIBIT 'B'**

STATE OF TEXAS

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COUNTY OF GALVESTON

**NOTICE OF LIEN**

City of Texas City, Affiant, acting by and through its duly authorized agent, does hereby swear the annexed itemized statement is a true and correct account of the labor performed and/or material furnished, on account of property owner XXX XXXXX.

Affiant swears the prices as set forth in the statement for such labor, material or both are just and reasonable and the amount due plus statutory interest of ten percent (10%) per annum, compounded quarterly, is unpaid after allowing all just and lawful offsets, payments and/or credits known to Affiant.

Affiant warrants such labor was performed, material furnished, or both, on the account of property owner XXX XXXXX in order to abate, remove and/or cure certain conditions existing in violation of laws of the State of Texas and/or Ordinances of the City of Texas City on property described as: LOT X, BLOCK X, XXXX SUBDIVISION, in Texas City, Galveston County, Texas, which Affiant has reason to believe and does believe belongs to XXX XXXXX.

The City of Texas City claims a privileged lien, second only to tax liens and liens for street improvements, in according with laws of the State of Texas and ordinances of the City of Texas City against the property described herein, together with any improvements located thereon, for the amount of the annexed itemized statement, plus interest of ten percent (10%) per annum, compounded quarterly, from the date of work performance until the full payment of the amount due.

**ACCOUNT**

<u>Dates</u>	<u>Labor Performed Material Furnished</u>	<u>Amounts Due</u>
00/00/00	Grass cutting, debris removal	\$000.00

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, who on his oath stated that the above and attached account is just reasonable and correct and that all just and lawful offsets, payments and credits known to Affiant have been allowed, and that the same is unpaid.

\_\_\_\_\_  
Name, capacity

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_ acting in his capacity as \_\_\_\_\_ for the City of Texas City, Galveston County, Texas, to certify my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to:  
City of Texas City  
PO Box 2608  
Texas City, TX 77592-2608