

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT FOR
SALE OF TAX FORECLOSED PROPERTIES**

This **Interlocal Agreement** (“Agreement”) is entered into this ___ date of _____, 2008 between the **CITY OF EL PASO** (“City”), a municipal corporation and home-rule city of the State of Texas, principally situated in El Paso County, Texas, acting by and through its governing body, the City Council of the City of El Paso, **EL PASO COUNTY** (“County”), a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court, the **EL PASO COMMUNITY COLLEGE SYSTEM** (“EPCC”), a community college district created under the Texas Education Code, the **EL PASO INDEPENDENT SCHOOL DISTRICT** (“EPISD”), an independent district and political subdivision organized under the laws of the State of Texas, the **YSLETA INDEPENDENT SCHOOL DISTRICT** (“YISD”), an independent school district and political subdivision organized under the laws of the State of Texas, the **SOCORRO INDEPENDENT SCHOOL DISTRICT** (“SISD”), an independent school district and political subdivision organized under the laws of the State of Texas, the **EL PASO COUNTY EDUCATION DISTRICT** (“CED”), a body corporate and a political subdivision of the State of Texas, and the **EL PASO COUNTY HOSPITAL DISTRICT** (“Thomason”), a body corporate and a political subdivision of the State of Texas, (collectively hereinafter referred to as the “Parties”).

RECITALS

WHEREAS, Texas Government Code Chapter 791 (Interlocal Cooperation Contracts) authorizes local governments to contract with one another in order to increase their efficiency and effectiveness;

WHEREAS, the Parties seek to work together in intergovernmental cooperation to return tax delinquent unproductive properties back to productive use and back to producing tax revenue;

WHEREAS, the Texas Tax Code permits the foreclosure of a tax lien and sale of the real property in order to collect delinquent taxes;

WHEREAS, following the tax foreclosure sale, certain properties remain unsold and may be “struck off” to the City or one of the Parties;

WHEREAS, the existence of many blighted, abandoned or vacant properties negatively impacts the tax revenues of local taxing units by annually adding to each taxing unit's delinquent tax rolls with little or no chance of ever recovering these assessments;

WHEREAS, a rapid return of these properties to productivity would encourage revitalization of deteriorating neighborhoods, reduce governmental expenditures on these properties and provide an increased tax base that would thus enhance future tax revenues;

WHEREAS, Texas Tax Code Section 34.051 allows the City to enter into an interlocal agreement with other taxing units to obtain consent to the terms and conditions governing the City's resale of certain tax foreclosed properties for the purposes stated herein;

WHEREAS, the City's goals to eliminate blight and deterioration in neighborhoods; to provide decent, safe, affordable housing; to increase the tax base; and to continue to support the production and preservation of affordable housing for families of low and moderate income form a part of the City's Urban Redevelopment Plan/City's Affordable Housing Policy, and such a plans are required by TEX. TAX CODE §34.051 as a condition to the resale of tax foreclosed properties;

WHEREAS, the City of El Paso on October 31, 2006 by Ordinance No. 016487 has adopted an urban redevelopment plan known as the Downtown 2015 Plan;

WHEREAS, the City of El Paso on by Resolution has adopted an affordable housing policy, on January 1, 2008 by Resolution of the City Council as a part of the Chamizal Revitalization Strategy and on January 1, 2008 by Resolution of the City Council as a part of the Lower Dyer Revitalization Strategy; and

WHEREAS, this Agreement is entered into for the purposes of complying with the TEX. TAX CODE § 34.051 that authorizes the Parties to enter into an interlocal agreement governing the resale of certain tax foreclosed properties.

NOW, THEREFORE, the Parties enter into this Agreement as follows:

1. Purpose and Background. The purpose of this Agreement is to comply with TEX. TAX CODE § 34.051 (the "Statute"), which authorizes the Parties to enter into an interlocal agreement governing the resale of certain tax foreclosed properties. The tax foreclosed properties shall be used only for a purpose consistent with the City's Downtown 2015 Plan or the City's affordable housing policies as set forth in the 2005-2010 Consolidated Plan, the Chamizal Revitalization Strategy and the Lower Dyer Revitalization Strategy (as such plans and strategies may hereinafter be amended by the City) and for providing housing for families of low or moderate income (as defined under regulations adopted by the U.S. Department of Housing and Urban Development). The principal goal of this Agreement, pursuant to subsection (b)(4) of the Statute, is to provide an efficient mechanism for returning deteriorated or unproductive properties to the tax rolls, enhancing the value of ownership to surrounding properties, and improving safety and quality of life in deteriorating neighborhoods.

2. Tax Foreclosed Property or Properties. The Parties agree that the tax foreclosed property or properties, as used in this Agreement, means only those real properties where the City takes title as trustee taxing unit to the property at any public sale in which no bid was received from the public, and the property is either vacant or distressed and has a tax delinquency of six or more years. At least annually on or about October 1 of each year, the City shall submit a proposed list of the properties that the City intends to be subject to the terms of this Agreement. The Parties may each review such list and take such action as each party deems appropriate to approve or disapprove the list or any property therein within 30 days of the party's receipt of the proposed list. Unless any one of the Parties notify the City of their disapproval of

09 FEB - 5 PM 4:45
CITY CLERK DEPT.

the list or any listed property, the City will proceed to implement this Agreement with regard to that year's listed tax foreclosed properties.

3. Conveyance of Tax Foreclosure Properties. By execution of this Agreement, the Parties hereby consent to the sale of tax foreclosure properties at less than the market value specified in the judgment of the foreclosure or less than the total amount of the judgment(s) against the property in accordance with the Statute and this Agreement and authorize the City to convey the tax foreclosed property to the Purchaser selected by the City as set forth in Paragraph 4 below. The deed by the City pursuant to such consent conveys all right, title, and interest acquired by each such taxing units **subject to any right of redemption** and shall restrict the tax foreclosed property be used in a manner consistent with the urban redevelopment plan and/or affordable housing policy(ies), established by the City to provide affordable housing for families of low and moderate incomes. The Purchaser must use the property only in accordance with this Agreement and such urban redevelopment plan and/or housing policy(ies) for the primary purpose of carrying out the City goals for urban redevelopment or affordable housing through acquiring, maintaining, redeveloping and disposing of such tax-foreclosed properties.

4. Mechanism. The City shall select the tax foreclosed properties that will be conveyed in accordance with the Statute and this Agreement and notify the other parties of its intent to sell each property pursuant to this Agreement. The City or its designee shall sell the foreclosed properties under the terms and conditions established by the City in a Request for Proposals from qualified community development housing organizations or other qualified non-profit or for profit housing developers in developing and constructing affordable houses on the selected tax foreclosed properties in accordance with the Statute and this Agreement. The Parties agree that any proceeds from the sale of each tax-foreclosed property by the City shall be first paid to the City to reimburse its costs, if any, pursuant to TEX. TAX CODE § 34.06 (c). After retaining the amounts authorized by this subsection, the proceeds of the sale, if any, shall be distributed pursuant to TEX. TAX CODE § 34.06 (d) and (e).

5. Renewal and Termination. This Agreement shall be in effect until _____, 2009 and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the Parties or by effective written notice of any party. If any Party elects not to renew this Agreement by providing a written termination notice, then the City agrees to resell any lot or parcel of land that the City has not at that time resold pursuant to TEX. TAX CODE § 34.05.

6. Notice. Notice to Parties under this Agreement shall be sent by certified mail, return receipt requested, to the address set out below for each Party.

7. Written Amendment. This Agreement may be amended only by the mutual agreement of the Parties in writing.

8. Severability. If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

09 FEB -5 PM 4:45
CITY CLERK DEPT.

9. No Waiver of Immunity. No Party waives or relinquishes any immunity or defense on behalf of itself, officers, employees and agents as a result of its execution of this Agreement and performance of the terms contained herein.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and any other prior understandings, written or oral agreements between them are merged into this Agreement.

(Signature Page(s) to follow)

09 FEB -5 PM 4:45
CITY CLERK DEPT.

THE STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT FOR
SALE OF TAX FORECLOSED PROPERTIES**

(Signature Page (1))

ATTEST:

CITY OF EL PASO
#2 Civic Center Plaza
El Paso, Texas 79901

Richarda Momsen
CITY CLERK

John Cook
MAYOR

ATTEST:

EL PASO COUNTY
500 East San Antonio, Room 300
El Paso, Texas 79901

Delia Briones
COUNTY CLERK

Anthony Cobos
COUNTY JUDGE

ATTEST:

EL PASO COMMUNITY COLLEGE
9050 Viscount
El Paso, Texas 79925

ATTEST:

EL PASO INDEPENDENT SCHOOL
DISTRICT
6531 Boeing Drive
El Paso, Texas 79925

(Signature Page (2))

09 FEB -5 PM 4:45
CITY CLERK DEPT.

ATTEST:

YSLETA INDEPENDENT SCHOOL
DISTRICT
9600 Sims Drive
El Paso, Texas 79925

ATTEST:

SOCORRO INDEPENDENT SCHOOL
DISTRICT
12440 Rojas Drive
El Paso, Texas 79928

ATTEST:

EL PASO COUNTY EDUCATION
DISTRICT by REGION XIX
6611 Boeing Drive
El Paso, Texas 79925

ATTEST:

EL PASO COUNTY HOSPITAL
DISTRICT
(R. E. THOMASON HOSPITAL)
4815 Alameda Avenue
El Paso, Texas 79905

CLERK DEPT.
JUN 5 4:45 PM '85

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------|-------------------|------------------|
| 1 94-9520 Back portion of Lot 30, North Valumbrosa Subdivision, being more particularly described in Volume 1059, Page 695, Deed Records of El Paso County, Texas. N515-999-0010-3400 | 9260 Hancock Road YISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District | April 1, 1997 \$3,355.00 | \$2,285.41 | \$5,922.00 | \$5,980.00 |
| 2 96TX163 Lots 55, 56, 57, and 58, Wells Park Addition, being more particularly described in Volume 1507, Page 57, Deed Records of El Paso County, Texas. PID #W123-999-000A-8900 | Montana & Joe Battle SISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District | July 5, 2001 \$9,312.00 | \$8,022.00 | \$14,612.00 | \$14,612.00 |
| 3 2000TX695 The Southeasterly 27 feet of Tract 31, Block 7, Stiles Gardens, an Addition to the City of El Paso, being more particularly described in Volume 1066, Page 80, Deed Records of El Paso County, Texas. PID #S658-999-0070-4200 | 7249 Stiles YISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District | February 1, 2005 \$8,538.00 | \$9,888.12 El Paso County Water Impmt Dist #1 \$20.84 | \$8,538.00 | \$8,538.00 |
| 4 2001TX224 Lot 8, Block 3, Miraflor Addition, an Addition to the City of El Paso, being more particularly described in Volume 1081, Page 385, Deed Records of El Paso County, Texas. PID #M488-999-0030-2200 | 3116 Findley EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | February 1, 2005 \$13,020.00 | \$11,357.25 | \$31,485.00 | \$48,168.00 |

09 FEB - 5 PM 4:45
 CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------|--------------------|--------------------|
| <p>5</p> <p>2003TX740</p> <p>Lot 19, Block "K", Payne's Subdivision, a Subdivision in the City of El Paso, being more particularly described in Volume 231, Page 2212, Deed Records of El Paso County, Texas SAVE AND EXCEPT, however the South 61 feet thereof, being more particularly described in Volume 231, Page 2205, Deed Records of El Paso County, Texas.</p> <p>PID #P652-999-000K-1700</p> | <p>3428 E. San Antonio</p> <p>EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital</p> | <p>September 6, 2005</p> <p>\$13,941.00 Subject to City Liens</p> | <p>\$12,441.64</p> | <p>\$19,398.00</p> | <p>\$13,141.00</p> |
| <p>6</p> <p>2001TX695</p> <p>.07 acre, more or less, Ysleta Town Grant, an Addition to the City of El Paso, being more particularly described in Volume 525, Page 294, Deed Records of El Paso County, Texas.</p> <p>PID #Y805-999-046C-1901</p> | <p>Cana</p> <p>YISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District</p> | <p>March 7, 2006</p> <p>\$3,539.00 Subject to City Liens</p> | <p>\$2,450.22</p> | <p>\$3,539.00</p> | <p>\$3,539.00</p> |
| <p>7</p> <p>2003TX348</p> <p>The South 40 feet of Lots 23 to 26, Block 77, East El Paso Addition, an Addition to the City of El Paso, being more particularly described in Volume 869, Page 353, Deed Records of El Paso County, Texas.</p> <p>PID #E014-999-0770-6600</p> | <p>715 N. Cebada</p> <p>EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital</p> | <p>May 2, 2006</p> <p>\$9,400.00</p> | <p>\$3,260.04</p> | <p>\$9,400.00</p> | <p>\$9,400.00</p> |

09 FEB - 5 PM 4:46
CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| | SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------|-------------------|------------------|
| 8 | 2004TX411 Lot 46, Block 102, Morningside Heights, Amended, an Addition to the City of El Paso, being more particularly described in Volume 1231, Page 828, Deed Records of El Paso County, Texas. PID #M794-999-1020-9600 | Justus & Truman EPISD City of El Paso County of El Paso EPCC RE Thomason General Hospital County Education District | December 5, 2006 \$11,649.00 | \$9,707.09 | \$12,582.00 | \$12,582.00 |
| 9 | 2004TX882 Lots 12 and 13, Block 78, Morningside Heights Addition, an Addition to the City of El Paso, being more particularly described in Volume 131, Page 1710, Deed Records of El Paso County, Texas. PID #M794-999-0780-3300 | 4021 Johnson EPISD City of El Paso County of El Paso EPCC RE Thomason General Hospital County Education District | December 5, 2006 \$37,465.00 | \$34,514.74 | \$49,903.00 | \$14,520.00 |
| 10 | 2005TX152 Lot 5, Block 98, Sun Valley Addition, an Addition to the City of El Paso being more particularly described in Volume 1178, Page 362, Deed Records of El Paso County, Texas. PID #S816-999-0980-0900 | 5629 Hemmingway EPISD City of El Paso County of El Paso EPCC RE Thomason General Hospital County Education District | March 6, 2007 \$48,760.00 Subject to City Liens | \$43,947.76 | \$56,234.00 | \$30,633.00 |
| 11 | 93-2885 Lots 3 and 4, Block 74, East El Paso Addition, an Addition to the City of El Paso, being more particularly described in Volume 982, Page 108, Deed Records of El Paso County, Texas. PID #E014-999-0740-0600 | 3505 Wyoming EPISD City of El Paso County of El Paso EPCC RE Thomason General Hospital County Education District | April 3, 2007 \$45,099.00 Subject to City Liens | \$27,166.19 | \$57,086.00 | \$40,917.00 |

FEB - 5 PM 4:46
 CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------|-------------------|------------------|
| 12 2002TX022 Lot 6, Block 1, Lydia Dixon Subdivision, an Addition to the City of El Paso, being more particularly described in Volume 769, Page 1191, Deed Record, El Paso County, Texas. PID #L977-999-0010-3700 | 8937 Pence Way YISD City of El Paso County of El Paso EPCC RE Thomason General Hospital | April 3, 2007 \$24,809.00 Subject to City Liens | \$21,227.23 | \$41,188.00 | \$10,600.00 |
| 13 2004TX899 Lot 4 and the East 8 feet of Lot 3, Block 20, Lincoln Park, an Addition to the City of El Paso, being more particularly described in Volume 2716, Page 228, Deed Records of El Paso County, Texas. PID #L314-999-0200-1100 | 4507 Rosa EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | April 3, 2007 \$17,355.00 | \$38,613.00 | \$17,355.00 | \$8,514.00 |
| 14 2002TX648 1 acre, more or less, being a portion of Tract 2-A, nka Tract 2-M-2-A, Block 6, Ascarate Grant, being more particularly described in Volume 1594, Page 1015, Deed Records of El Paso County, Texas; SAVE & EXCEPT that certain .427 acre, described in Volume 532, Page 1210, Official Records of El Paso County, Texas leaving herein a residue of .573 acre, more or less. PID #A765-999-006H-0220 | 8035 Crawford Ct. YISD City of El Paso County of El Paso EPCC RE Thomason Hospital | May 1, 2007 \$25,042.00 | \$19,109.62 | \$31,352.00 | \$36,749.09 |

09 FEB -5 PM 4:46
 CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------|-------------------|------------------|
| 15 2004TX965 Lot 13, Block B, Moeller's Subdivision, an Addition to the City of El Paso, being more particularly described by the map or plat thereof recorded in Volume 14, Page 21, Plat records of El Paso County, Texas. PID #M627-999-0010-7300 | 3025 San Antonio EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | September 4, 2007 \$5,400.00 | \$15,321.00 | \$5,400.00 | \$5,400.00 |
| 16 2003TX002 Lot 226, Singh Addition, Town of Ysleta, an Addition to the City of El Paso, being more particularly described in Volume 54, Page 1135, Deed Records of El Paso County, Texas. PID #S455-999-001B-5300 | 634 Casa Grande YISD City of El Paso County of El Paso EPCC RE Thomason Hospital | December 4, 2007 \$13,093.00 | \$16,244.01 | \$13,093.00 | \$13,093.00 |
| 17 2004TX312 the West 80 feet of Lot 11 through Lot 13, block 63, Magoffin Addition, an Addition to the City of El Paso, being more particularly described in Volume 361, Page 0006, Deed Records of El Paso County, Texas. PID #M028-999-0630-5701 PID #M028-999-0630-5700 | 404 Nino Aguilera St. EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | March 4, 2008 \$49,380.00 Subject to City Liens | \$61,424.28 | \$49,380.00 | \$8,320.00 |

09 FEB -5 PM 4:46
 CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| | SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------|-------------------|------------------|
| 18 | 2004TX711 The North 1/2 of Lot 104, North Valumbrosa No. 2, an Addition to the City of El Paso, being more particularly described in Volume 1485, Page 55, Deed Records of El Paso County, Texas. PID #N525-999-0010-2401 PID #N525-999-0010-2400 | 9222 Roseway Dr. YISD City of El Paso County of El Paso EPCC RE Thomason Hospital | March 4, 2008 \$21,824.00 | \$19,783.44 | \$30,938.00 | \$34,170.00 |
| 19 | 2004TX782 The North 60 feet of Lot 4, Najera Subdivision, a subdivision in the City of El Paso, being more particularly described in Volume 1585, Page 142, Deed Records of El Paso County, Texas. PID #N040-999-0010-1900 | 418 San Pablo YISD City of El Paso County of El Paso EPCC RE Thomason Hospital | March 4, 2008 \$10,165.00 Subject to City Liens | \$8,368.06 | \$10,165.00 | \$10,165.00 |
| 20 | 2005TX438 Lot 11, Block 2, Heafield Hudspeth Subdivision, a Subdivision in the City of El Paso, being more particularly described by the map or plat thereof, recorded in Volume 5, Page 33, Map Records of El Paso County, Texas. PID #H211-999-0020-4600 | 106 Hudspeth EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | March 4, 2008 \$6,915.00 Subject to City Liens | \$4,713.89 | \$9,248.00 | \$5,375.00 |

09 FEB -5 PM 4:46
CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------|------------------|
| 21 | 94-13402 The South 50 feet of Lots 30, 31 and 32, Block 117, East El Paso Addition, an Addition to the City of El Paso, El Paso County, Texas. PID #E014-999-1170-8600 | 1212 Copia Ave. EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District | April 1, 2008 \$104,935.00 Subject to City Liens & Demolition Proceedings | \$81,6491.67 \$107,635.00 | \$106,239.00 |
| 22 | 94-13402 Lots 7 & 8, Block 117, East El Paso Addition, an Addition to the City of El Paso, El Paso County, Texas. PID #E014-999-1170-1600 | 3615 Hueco EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital County Education District | April 1, 2008 \$24,298.00 Subject to City Liens | \$18,022.45 \$28,000.00 | \$31,105.00 |
| 23 | 2004TX881 Lots 15 and 16, Block 42, Highland Park Addition, an Addition to the City of El Paso, being more particularly described in Volume 4231, Page 904, Deed Records of El Paso County, Texas. PID #H453-999-0420-7100 | EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital | May 6, 2008 \$9,212.00 Subject to City Liens | \$7,730.80 \$13,200.00 | \$13,200.00 |

09 FEB -5 PM 4:46
CITY CLERK DEPT.

**INTERLOCAL AGREEMENT
PROPERTIES**

| SUIT /PID NO. | LOCATION/ENTITIES | STRUCK OFF DATE/AMOUNT | JUDGMENT AMOUNT | JUDGMENT VALUE | CURRENT VALUE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|
| <p>24</p> <p>2005TX061</p> <p>Lot 3, Block 4, Heafield – Hudspeth Subdivision of the Cotton Addition, an Addition to the City of El Paso, being more particularly described in Volume 658, Page 76, Deed Records of El Paso County, Texas.</p> <p>PID #H211-999-0040-0600</p> | <p>1630 Ladrillo</p> <p>EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital</p> | <p>May 6, 2008</p> <p>\$1,878.00 Subject to Demolition Lien</p> | <p>\$402.77</p> | <p>\$10,687.00</p> | <p>\$5,750.00</p> |
| <p>25</p> <p>2005TX389</p> <p>Lot 2071, Block 85 Mountain View Addition, an Addition to the City of El Paso, being more particularly described by the map or plat thereof, in Volume 2, Page 23, Plat Records of El Paso County, Texas.</p> <p>PID #M851-999-0850-2200</p> | <p>4903 Whichita</p> <p>EPISD City of El Paso County of El Paso EPCC RE Thomason Hospital</p> | <p>August 5, 2008</p> <p>\$16,983.00 Subject to Demolition Lien and City Liens</p> | <p>\$11,282.33</p> | <p>\$68,110.00</p> | <p>\$69,596.00</p> |

09 FEB -5 PM 4:46
CITY CLERK DEPT.

PROJECT: Fresh Start



**...providing affordable housing for El Paso families...
...improving El Paso neighborhoods...**

**A project of the
El Paso Housing Finance Corporation and the City of El Paso**



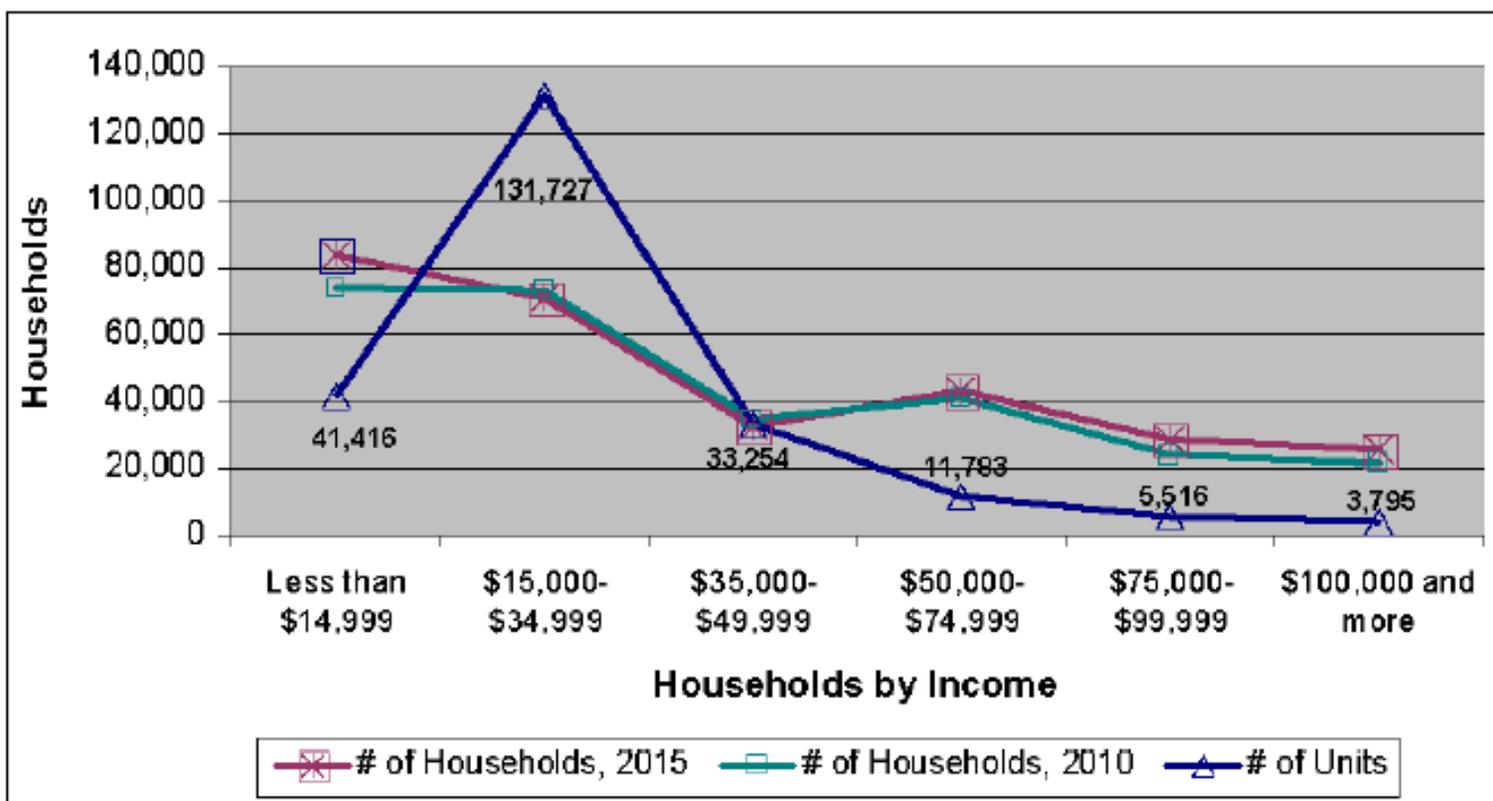
Mission

The El Paso Housing Finance Corporation is organized “to assist persons of low and moderate income to acquire and own decent, safe, sanitary, and affordable housing and to **preserve** and **increase** the ad valorem tax bases of local governments.”



Affordable Housing

Chart 2 – Households & Housing Units Available By Income Level & Affordability, 2010 & 2015



Source: 2005 Census ACS, UTEP, ESI Corp



Struck Off Properties Process

- All tax foreclosed properties go to public auction with the base bid being the taxes owed.
- If not sold during the public auction process, the properties are struck off to the city to try to continue to sell to recoup owed taxes.
- If a property has more than 6 years of delinquent taxes and is vacant or distressed, it can be sold for less than taxes owed if it is sold for affordable housing.

Struck Off Properties

- No taxes paid since 1987
- Struck off amount: \$37,465
- Value of property on CAD: \$14,520
- Selling lot at a minimal cost would allow developer to sell it at an affordable price to homeowner
- If improved with a new home could be valued at \$100,000 based on surrounding neighborhood bringing in \$2,520 annually

4021 Johnson



Impact on Neighborhood





Project Fresh Start Goals

- Increase the supply of **affordable housing** for El Paso residents
- **Strengthen neighborhoods** by eliminating environmental threats caused by abandoned and dilapidated properties
- **Increase tax revenue** by putting property back on tax rolls and by increasing the value of adjacent properties



Plan of Action

- Enter into inter-local agreement with taxing entities to allow the HFC to sell struck off properties for less than taxes owed
- Identify appropriate properties for project goals
- Identify the type of housing that would be appropriate to the area
- Sell properties through a competitive bid process to qualified developers who will build affordable housing that improves the neighborhood
- Monitor projects for compliance with goals delineated in sales contract



Additional Tools

- City will release liens in exchange for affordable housing projects
- City and the HFC have down payment assistance loans and construction loans for affordable housing



Who Does What?

- Tax collection firm to identify properties that meet criteria for program
- Taxing entities to agree on properties that will be eligible
- HFC to develop program including bids, bidding process, contract requirements
- HFC to monitor compliance with the goals as delineated in the sales contract
- HFC to report annually to taxing entities on Project Fresh Start
- City Attorney's office to develop contracts with affordable housing goals and construction specifications and deadlines

PROJECT: Fresh Start

