

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TATUM, TEXAS,
DECLARING THE NECESSITY FOR ACQUISITION OF PROPERTY IN
CONNECTION WITH THE TEXAS COMMUNITY DEVELOPMENT PROGRAM
AND AUTHORIZING ACQUISITION IN CONFORMANCE WITH THE UNIFORM
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES
ACT OF 1970; AND ESTABLISHING GENERAL LAND ACQUISITION
POLICIES AND PROCEDURES.**

Whereas, in keeping with policies and procedures consistent with applicable statutes governing acquisition of property for Texas Community Development Programs, the City of Tatum desires to adopt General Land Acquisition Policies and Procedures; to wit:

SECTION I - GENERAL POLICIES

A. Negotiated Purchase

1. The City of Tatum will make every reasonable effort to acquire each property by negotiated purchase before instituting eminent domain in proceedings against the property.
2. The City of Tatum will not require any owner to surrender the right to possession of his property until the City pays, or causes to be paid, to the owner the agreed purchase price arrived by negotiation.
3. The City of Tatum will not require any person lawfully occupying property to surrender possession without at least ninety (90) days written notice from the City, of the date on which possession will be required.

B. Negotiation Period

1. The City of Tatum shall make a diligent conscientious effort to induce the owner to accept a fair and proper price for his property.
2. It is hereby determined that the normal period of initial negotiations need not exceed forty-five (45) days.
3. Should the Mayor feel that an impasse has been reached, he shall immediately prepare the final notice stipulated in Section I - C hereof.

C. Final Notice

1. When efforts to negotiate have been unsuccessful, the Mayor shall prepare a notice making a final offer to the owner in writing.

2. This final offer shall include an invitation to discuss acquisition of the property with the Mayor, afford a reasonable period of time for the owner to accept or reject the invitation, and include a notification of the date on which the City intends to institute eminent domain proceedings if agreement cannot be reached on the purchase of the property within the time specified.

D. Institution of Condemnation Proceedings

1. To avoid delay in the timely filing of condemnation proceedings due to failure of negotiations to effect acquisition, the Mayor is authorized and instructed to notify the designated Attorney to institute condemnation proceedings for acquisition of any property, provided the above requirements have been met.
2. The City Council is further authorized and instructed to institute condemnation proceedings for any property that must be acquired by condemnation for curative title purposes.
3. A report of any and all such actions taken by the Mayor shall be presented to the City Council at the next regular meeting for ratification.

E. Maintenance of Records

1. The City shall maintain records of its negotiations and other actions.
2. As evidence of the City's adherence to this policy and HUD requirements, the City staff members serving as negotiators, shall maintain individual records of all negotiation with individual property owners.

SECTION II - GENERAL PROCEDURES

IN THE ACQUISITION OF LAND OR INTEREST IN LAND, THE CITY MAY FOLLOW THE PROCEDURE OUTLINED AS FOLLOWS:

1. Determine the land or interest in the land to be acquired.
2. Give written notice to the owner and/or tenants of intent to acquire the property.
3. Have the property appraised by a qualified appraiser.
4. Give the owners the opportunity to accompany the appraiser when an inspection of the property is made.

5. If appraised value exceeds Two Thousand Five Hundred dollars (\$2,500.00), have the appraisal reviewed by a qualified reviewing appraiser. This review will be written and will require the appraiser to make any necessary corrections. The reviewing appraiser will recommend a fair market value to the City or recommend that another appraisal be obtained.
6. The City will then establish just compensation for the property.
7. The owner will then be offered the full amount of the established just compensation and will be furnished a written statement of the basis for the determination of the just compensation.
8. The City will have available at the office of the Mayor, a statement covering relocation benefits for which an owner and/or tenant may be eligible.
9. If the acquisition of any part of the property will leave the owner with an uneconomic remnant, the City will offer to acquire the uneconomic remnant.
10. If the owner is not satisfied with the City's offer of just compensation, the owner may refuse to accept it and if the owner can provide evidence concerning value or damage that warrants a change in the City's determination of just compensation, the price will be adjusted accordingly, and if a voluntary agreement cannot be reached, the City will institute a formal condemnation proceeding against the property, depositing in the court, the full amount of the City's estimate of just compensation.
11. All settlement and related costs, including drafting of instruments, will be paid by the City.
12. Construction or development of a project shall be so scheduled that no person lawfully occupying real property shall be required to move from a dwelling (assuming a replacement dwelling as required by Sec. 42.120 (a) will be available) or to move a business or farm operation without at least ninety (90) days written notice from the City of the date by which such move is required. Provided, that shorter notice may be given where TDHCA determines that such ninety (90) day notice is impracticable.
13. If arrangements are made to rent the property to an owner or their tenant for a short term or for a period subject to termination by the City on short notice, the rental will not exceed the lesser of:
 - a. The fair rental value of the property to a short-term occupier.

- b. The pro rata portion of the fair rental value for a typical rental period; or if the owner or his tenant is an occupant of a dwelling, the rental for such dwelling shall not exceed twenty-five percent (25%) of his income.

WHEREAS, the Governing Body is vitally concerned with efficient execution of the Texas Community Development Program projects under its jurisdiction in keeping with the Policies and Procedures and has determined it necessary to acquire the property as outlined in Section III;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TATUM THAT THE AFOREMENTIONED GENERAL LAND ACQUISITION POLICIES AND PROCEDURES BE ADOPTED AND THE FOLLOWING PARCELS AS LISTED IN SECTION III BE ACQUIRED UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM:

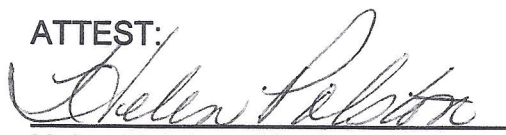
SECTION III - DESIGNATION OF PROPERTY TO BE ACQUIRED

SEE ATTACHED SURVEY AND LEGAL DESCRIPTION FOR:

OWNER	Permanent Acreage	Square Footage	Survey Location	County/State
Dr. A.C. Menafee Estate	.14 acre	6,198.4	John Tomlinson, A-776	RUSK CO., TX
Neil Leatch, et ux	.08 acre	3,484.8	John Tomlinson, A-776	RUSK CO., TX
T.A. Mathews	.12 acre	5,227.2	John Tomlinson, A-776	RUSK CO., TX
Corrine Young	.78 acre	33,976.8	James Corbett, A-201	RUSK CO., TX
Earnest Liles	.17 acre	7,405.2	John Webster, A-853	RUSK CO., TX
Ibbie Post, et ux	.17 acre	7,405.2	John Webster, A-853	RUSK CO., TX
Bernardo Luna	.12 acre	5,227.2	John Webster, A-853	RUSK CO., TX
Troy Williams	.28 acre	12,196.8	John Webster, A-853	RUSK CO., TX
Jeff Keller, et ux	.04 acre	1,742.4	John Webster, A-853	RUSK CO., TX
Clark Anthony	.31 acre	13,503.6	John Webster, A-853	RUSK CO., TX

ADOPTED AND APPROVED by the City Council of City of Tatum, Texas, on the 12th day of May, 1998.


Mayor

ATTEST:

Helen Polston, City Secretary