

AN ORDINANCE **2016-08-11-0593**

**DECLARING AS SURPLUS AND AUTHORIZING THE
CONVEYANCE OF 25 CITY OWNED REAL PROPERTIES
LOCATED IN COUNCIL DISTRICT 2.**

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designee, severally, are authorized and directed to convey to San Antonio Affordable Housing, Inc. the 19 properties shown and described in **Attachment I**, which is incorporated herein for all purposes as if fully stated. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a deed without warranty, substantially in the form shown in **Attachment II**, conveying the above-described property for the consideration and under the terms shown. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 2. The City Council hereby evidences its consent, on behalf of the City of San Antonio, to the conveyance of the properties shown and described in **Attachment I** to San Antonio Affordable Housing, Inc. for a price equal to the taxes or other amounts owed to any taxing entities, other than the City of San Antonio, plus court costs, with the consideration received by the City being the benefits to be derived by the City from the inclusion and use of the properties in low income housing programs which have been found and determined to equal or exceed the amount to which the City is currently entitled to receive. Should such terms preclude the properties from being used by San Antonio Affordable Housing, Inc. for affordable housing purposes, the City Manager and her designee, jointly and severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transfer to San Antonio Affordable Housing, Inc. including amending the deed language so that conveyance will be in compliance with any federal, state or local statutes. Such amendments must be in a form approved by the City Attorney's Office.

SECTION 3. Should San Antonio Affordable Housing, Inc. refuse conveyance of any of the 19 properties, the City Manager and her designee, severally, are authorized and directed to sell any of the 19 properties not conveyed to San Antonio Affordable Housing, Inc. to the highest bidder under a sale process as outlined in Texas Local Government Code §272.001 or Texas Local Government Code §253.014, provided such bid may not be lower than the taxes or other amounts owed to any taxing entities, other than the City of San Antonio, plus court costs. The City Council finds that the consideration received by the City in repayment of any taxes or other amounts previously owed to it is the benefit derived by the City from the inclusion and use of the properties by citizens and removal of maintenance obligations, which is found and determined to equal or exceed the amount to which the City is currently entitled to receive. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city a deed without warranty, substantially in the form shown in **Attachment III**, conveying the above-described property for the consideration and under the terms shown. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or

convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 4. The City Manager and her designee, severally, are authorized to convey, sell or exchange the 6 properties described in **Attachment IV**, which is incorporated herein for all purposes as if fully stated, in accordance with state statute. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the conveyance, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 5. The conveyance of properties described in **Attachment IV** that are being held by the City of San Antonio as tax foreclosures must be for a price at least equal to the taxes or other amounts owed to any taxing entities, other than the City of San Antonio, plus court costs. The benefit of decreased maintenance costs for such properties is found and determined to equal or exceed the amount to which the City is currently entitled to receive

SECTION 6. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 223000000253 and General Ledger 4903101.

SECTION 7. The disposition of property must be coordinated through the City's Finance Department to assure the removal of these assets out of the City's financial records and to record the proper accounting transactions.

SECTION 8. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 9. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

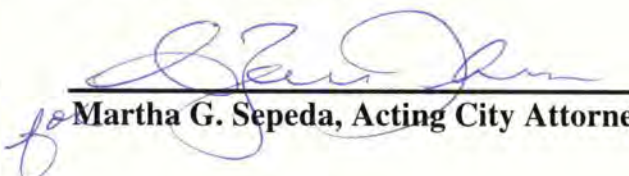
PASSED AND APPROVED this 11th day of August, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

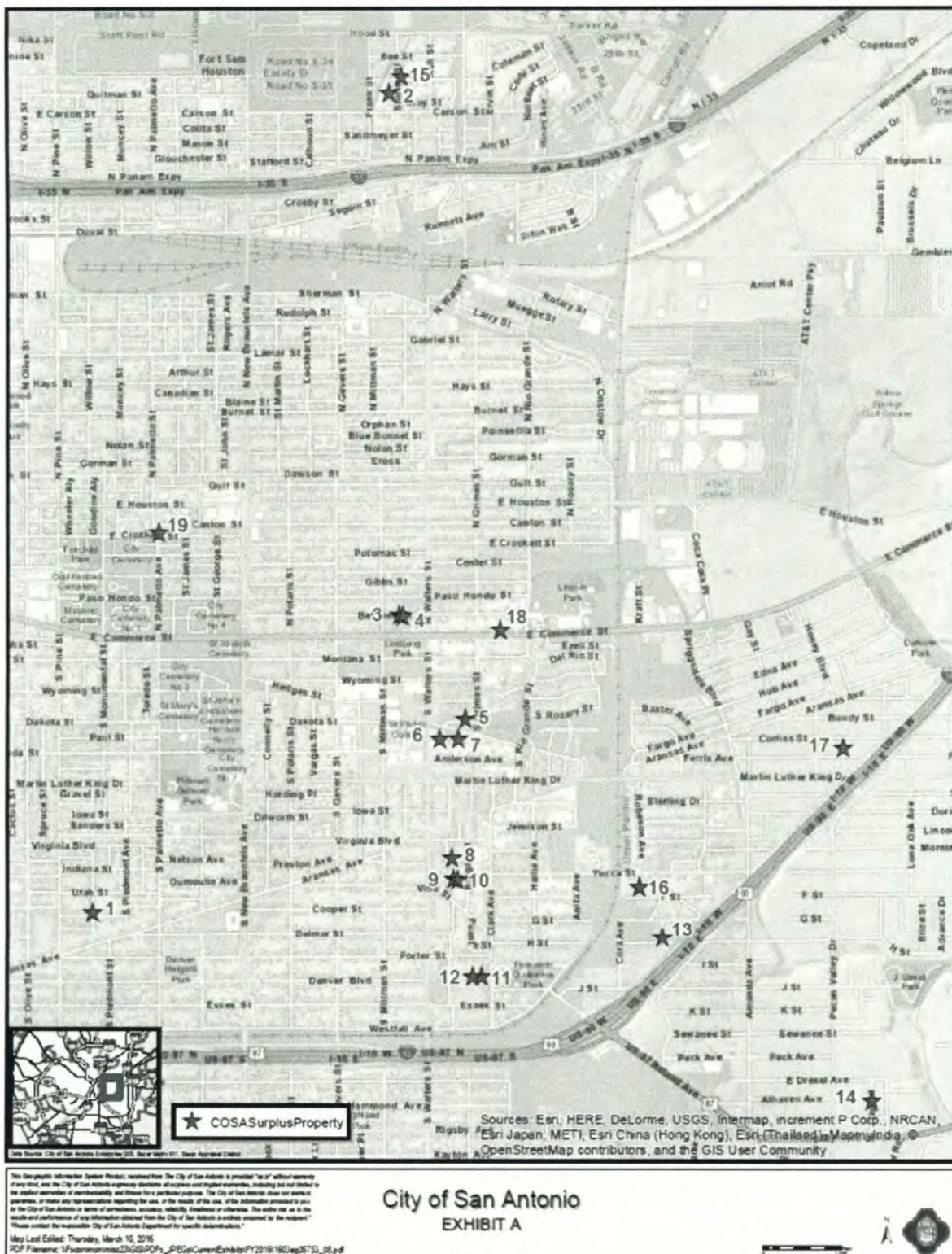
APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney

Agenda Item:	7						
Date:	08/11/2016						
Time:	12:26:28 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance declaring as surplus and authorizing conveyance of 25 City-owned vacant properties, located in Council District 2. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation and Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				x

Attachment I

No.	City Council District	Property ID	Address	Legal Descriptions
1.	2	111845	1010 DREISS	NCB 1035, Blk 4, W 41.6' of N 89.35' of Lot 1 Tri 11.27 feet of 15 & N IRR 150.5' of 16, Blk F NCB 1165 & Lot 22 except NW Tri part & E 34.23' of 21 & SE Tri 92.38' of 15, Blk F, NCB 1165
2.	2	112435	115 GRAY	
3.	2	115356	420 BELMONT	NCB 1435, Blk 10, Lots 5 & 6
4.	2	115357	422 BELMONT	NCB 1435, Blk 10, Lots 5 & 6
5.	2	116127	2335 E. DAKOTA ST	Lot 23, Block 31, NCB 1482 NCB 1518, Blk 2, Lot 5 and 19 [19 sold to SA Milagro Homes LLC Ord 2007-01-11-0053]
6.	2	116594	118 STELLA	
7.	2	116599	138 STELLA	NCB 1518, Blk 2, Lot 10 Lots 8 and 9, Block 2, New City Block 2926
8.	2	137626	105 NITA	
9.	2	138025	118 BELTRAN	Lot 10, New City Block 2954
10.	2	138026	114 BELTRAN	Lot 11, New City Block 2954
11.	2	371896	1427 DENVER	East 40 feet of Lot 8, New City Block 6162
12.	2	371897	1423 DENVER	West 45 feet of Lot 8, New City Block 6162
13.	2	453587	446 H ST	Lot 12, Block 5, New City Block 10288
14.	2	463844	144 DAY	Lot 1, New City Block 10750
15.	2	112427	118 COLEMAN ST	Lot 14, Block F, New City Block 1165
16.	2	117272	410 F ST	Lot East 50 feet of Tract 8 out of a 0.92 acre tract, Block 22, New City Block 1557
17.	2	452693	351 FERRIS AVE	Lot 28, Block 13, New City Block 10250
18.	2	115311	2727 E COMMERCE ST	East 33 feet of Lot 21, Block 12, New City Block 1433
19.	2	145195	1405 E CROCKETT ST	South 62.5 feet of Lot 2, Block 3, New City Block 3393



Attachment II: Form of Deed - SAAH

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
 }
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code § 272.001

SP No./Parcel:

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: San Antonio Affordable Housing, Inc.

Grantee's Mailing Address: 100 W Houston, Frost Bank Bldg 19th Floor, San Antonio, Texas 78205

Consideration: \$XX.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged

Property:

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, and Exceptions To Conveyance: This conveyance is explicitly subject to the following:

A. Reservation: Right of Re-Entry.

1. In order to effectuate and maintain the public purpose of developing affordable housing and improving the existing affordable housing stock within the City of San Antonio, after issuance of a certificate of occupancy or other similar approval allowing occupancy of a residence on the Property, Grantee must assure that tracts conveyed by this deed are sold to low-income persons. Low-income persons are those with an annual gross income of not more than 80% of the average median income in the San Antonio, Texas area, as computed by the U.S. Department of Housing and Urban Development. To qualify as low-income, the combined gross income of the entire household must not exceed the 80% level. The purchaser of lots conveyed hereby must deliver a copy of his or her most recent federal income tax return to the City and state that the delivery of it is to comply with the requirements of this deed, giving the recording information for this deed. This requirement only extends to the first conveyance after a certificate of occupancy has been issued, and does not continue to future purchasers.

At any time that a tract subject to this deed is not in compliance with the above requirement, Grantor may give notice of its intent to re-enter the tract after 120 days. Grantor must both record the notice in the Bexar County deed records and deliver a copy to the address of the affected tract. This notice remains valid indefinitely unless Grantor files a retraction in the Bexar County deed records.

If Grantor files a notice of re-entry in the deed records of Bexar County any time after 120 days, title to the affected tract automatically passes back to Grantor. Thereafter, neither Grantee nor anyone claiming through Grantee has any further interest in the tract.

During the 120-day notice period, Grantee or anyone claiming through Grantee may bring the tract into compliance and request that a retraction be filed.

2. Not later than 18 months after Closing, Grantee must apply for all permits required for building out the Property and (a) Grantee must, other than for ordinary punch-list items, complete construction and (b) at least 50% of the primary building on the Property must be occupied. If Grantee fails to timely procure the permits, fails to timely substantially complete construction, or fails to timely have the building occupied by the requisite percentage, Grantor may at any time re-enter the Property

and retake title to it by filing in the Bexar County real property records a Notice of Re-Entry. Grantor may also file the Notice of Re-Entry if Grantee fails to diligently pursue getting permits that are applied for. Upon Grantor's filing the Notice of Re-Entry, title automatically passes back from Grantee to Grantor. After filing the notice, Grantor may, but need not, move into possession of the Property and evict Grantee. Grantor's failure to move into possession or evict Grantee does not impair the effectiveness of filing the notice.

As a condition of its right to file a Notice of Re-Entry, Grantor must tender to Grantee the Purchase Price under this contract within 30 days after filing the notice. A permissible way to tender the Purchase Price is to file a declaratory judgment suit to affirm Grantor's title and to deposit the Purchase Price into the registry of the court.

If Grantor has not filed a Notice of Re-Entry by five years after the Closing Date, its right to do so lapses, and Grantee's title is thereafter secure against any attempted re-entry by Grantor. No delay by Grantor in filing the notice short of the five years impairs its right to file the notice.

B. Easements: All recorded and unrecorded easements, whether or not open and obvious.

C. Restrictions: All covenants and restrictions affecting the Property.

D. Exceptions: All instruments affecting the Property, whether or not recorded.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By:_____

Printed

Name:_____

Title:_____

Date:_____

Approved As To Form:

By:_____

City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date:_____

Notary Public, State of Texas

My Commission Expires:_____

After Recording, Return To:

Attachment III: Form of Deed – MLS

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas }
 }
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code § 272.001(a) or Texas Local Government Code §253.014

SP No./Parcel:

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee:

Grantee's Mailing Address:

Consideration: \$_____ (highest bid amount; minimum must equal previous taxes, liens, or other amounts due minus portion owed to City of San Antonio) in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: _____ as recorded in Volume _____, Page _____, Deed and Plat Records of Bexar County Texas.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

- A. Reservations:** All recorded reservations.
- B. Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. Restrictions:** All covenants and restrictions affecting the Property.
- D. Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

After Recording, Return To:

Attachment IV

No.	City Council District	Property ID	Address	Legal Descriptions
1.	2	106541	1119 WYOMING ST	West 5.45 FT of Lot 14, Block E 1/2 of 14, NCB 611
2.	2	107407	906 S WALNUT	S 37.5 FT of Lot 1, Block 8, NCB 650
3.	2	112339	207 SHIRLEY ST	S 38 FT of N 99 FT of 9, Block E 1/2 of C, Block C, NCB 1159
4.	2	138076	126 SAN SALVADOR	Lot 19C, also known as the W 46 FT of S 115 FT of Lot 19, Block 3N, NCB 2955
5.	2	141840	2124 VIRGINIA BLVD	W 16 FT of Lot 11, Block 1, NCB 3164
6.	2	381228	831 Delmar	Lot 5, NCB 6672

City of San Antonio

25 Vacant City-owned Properties

City Council A Session - Item 7

August 11, 2016

Presented by: Debbie Racca-Sittre

Interim Director, DCCD



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS



Background

- Staff has identified 25 vacant city-owned properties in City Council District 2
- 19 of the 25 properties identified in Exhibit A are residential lots targeted for redevelopment and will be made available to San Antonio Affordable Housing, Inc. (SAAH) for the development of affordable homes
- Any properties not acquired by SAAH or otherwise conveyed, will be offered for sale through the Multiple Listing Service (MLS) or other methods in accordance with state law



Background

- In 1995, SAAH was established by City Ordinance as a non-profit component of Urban Redevelopment San Antonio (OUR SA). The mission of SAAH was to develop affordable housing in targeted areas of the City
- This mission was later expanded by amendment to include technical and economic assistance to promote both affordable housing and business and commercial development

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Background

- The 6 remnant lots are irregular sized or shaped and cannot be developed independently.
 - Due to inconsistencies in valuation of unbuildable lots at the Bexar County Appraisal District, the City is establishing \$0.25 per square foot value as recommended by an independent appraiser.
- These remnant lots will be offered to the adjacent property owner at a discount or through an in-kind exchange using a formula determined on a case by case basis on the properties assessed value and the city cost associated with maintaining the property.

4



5



Coordination / Fiscal Impact

- Properties canvassed to City Departments, utility agencies with a consensus to declare as surplus
- There is no fiscal impact since these properties will be made available to SAAH for development of affordable housing and the remaining lots will be offered to the adjacent owners at a discount
- Return properties to tax rolls, generating revenues to all taxing entities

6



Recommendation

- This action is consistent with City Code and Ordinances, requiring City Council approval for the sale or disposition of City-owned or controlled real property
- Staff recommends approval of this request

7

City of San Antonio

25 Vacant City-owned Properties

City Council A Session - Item #7
August 11, 2016

Presented by: Debbie Racca-Sittre
Interim Director, DCCD



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS