

ORDINANCE 2022-10-20-0796

DECLARING EIGHT (8) CITY-OWNED, VACANT PROPERTIES AS SURPLUS AND APPROVING THE CONVEYANCE OF THE PROPERTIES TO SAN ANTONIO AFFORDABLE HOUSING, INC. (SAAH), THE NON-PROFIT AGENCY OF THE CITY'S URBAN RENEWAL AGENCY, TO BUILD AFFORDABLE HOUSING.

* * * * *

WHEREAS, the City of San Antonio's ("City") Public Works Department conducted a review of city-owned properties to identify if any could be declared as surplus or used for a city purpose and the City's Neighborhood and Housing Services Department reviewed the list and determined that eight (8) surplus properties would be ideal for transferring into the San Antonio Affordable Housing, Inc for use as affordable housing; and

WHEREAS, the eight properties identified are 1928 W. Poplar Street in Council District 1, 1506 Lombrano Street in Council District 1, 415 Runnels Avenue in Council District 2, 419 Runnels Avenue in Council District 2, 2334 McKinley Avenue in Council District 3, 400 Elgin Avenue in Council District 3, 406 Azucena Street in Council District 5, and Fire Station #2 at 601 Gillette Blvd in Council District 3; and

WHEREAS, San Antonio Affordable Housing, Inc. plans to acquire these eight (8) properties for the REnewSA program; REnewSA is a City initiative implemented by San Antonio Affordable Housing, Inc., the City's Urban Renewal Agency's non-profit, for developing and strategically deploying community redevelopment tools to create value from vacant, neglected, and underutilized properties; REnewSA acquires vacant infill lots to sell to builders for the construction of new energy efficient affordable homes; and

WHEREAS, San Antonio Affordable Housing, Inc. is proposing to build seven single-family homes for homeownership targeting families that earn at or below 120% of the Area Median Income (AMI) and one multi-family rental development for families at or below 60% AMI; these targets align with the City's adopted Strategic Housing Implementation Plan (SHIP); and

WHEREAS, the request was canvassed to other City departments and utilities and there were no objections to disposition of the properties; and

WHEREAS, under the City municipal code, all city-owned property must be declared as surplus before the property's disposition; the request to declare a property as surplus was submitted to the Public Works Real Estate Division and this item was approved by the City's Planning Commission at their September 28, 2022 meeting.

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


SECTION 1. Eight (8) properties described in **Attachment I**, attached and incorporated hereto, currently held by the City of San Antonio, are declared surplus to the needs of the City of San Antonio.

SECTION 2. The City Manager or designee, severally, is authorized to convey the subject properties to San Antonio Affordable Housing, Inc., the non-profit entity of the City's Urban Renewal Agency in a deed form similar to **Attachment II** to be used for affordable housing.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. 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 20th day of October, 2022.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting October 20, 2022

39.

2022-10-20-0796

Ordinance declaring eight City-owned, vacant properties as surplus and authorizing the disposition and conveyance of those properties to San Antonio Affordable Housing, Inc., for affordable housing. [Lori Houston, Assistant City Manager; Veronica Garcia, Interim Director, Neighborhood & Housing Services]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

VVS/JW
10/20/2022
Item No. 39

ATTACHMENT I

ATTACHMENT I

City owned, vacant properties to be conveyed
to the San Antonio Affordable Housing, Inc.

Council District	Address	BCAD#	Legal Description	Date City Acquired	How Acquired	Bexar County Public Record
1	1928 W. Poplar St	126291	NCB 2123 BLK LOT E 18.65 FT OF 9 & W 18.65 FT OF 10	September 1, 1970	Tax Foreclosure Deed	Volume 6415, Page 200
1	1506 Lombrano St.	370034	NCB 6049 BLK 10 LOT 10 & 11	March 5, 1968	Tax Foreclosure Deed	Volume 5643, Page 249
2	415 Runnels Ave	112703	NCB 1204 BLK 11 LOT 12	September 6, 1966	Tax Foreclosure Deed	Volume 5643, Page 249
2	419 Runnels Ave.	112704	NCB 1204 BLK 11 LOT 13	October 3, 1967	Tax Foreclosure Deed	Volume 5845, Page 271
3	2334 McKinley Ave.	142596	NCB 3203 BLK 28 LOT 18 AND 19	November 9, 1999	Tax Foreclosure Deed	Volume 8201, Page 291
3	400 Elgin Ave.	395231	NCB 7535 BLK 21 LOT 11	August 12, 2005	City's Hi-Lions Drainage Project	Final Judgement, Volume 0017, Page 548
5	406 Azucena St.	413351	NCB 8320 BLK 10 LOT 29 AND 30	October 1, 1974	Tax Foreclosure Deed	Volume 7475, Page 661
3	601 Gillette Blvd	473012	NCB 11084 Blk 54 Lot 5	1957	Former Fire Station #2 vacated in 2017	

VVS/JW
10/20/2022
Item No. 39

ATTACHMENT II

ATTACHMENT II

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.

DEED WITHOUT WARRANTY

Ordinance Authorizing:

Statutory Authority: Local Government Code § 272.001(g)

Grantor: City of San Antonio

Grantor's Mailing Address (including county): P.O. Box 839966, San Antonio, Texas 78283-3966 (Bexar County)

Grantee: San Antonio Affordable Housing, Inc.

Grantee's Mailing Address (including county): ATTN:

Consideration: Good and valuable consideration, the receipt and adequacy of which are hereby acknowledged

Property: All the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 for Conveyance: This conveyance is explicitly subject to the following:

- A. Reservations:** All reservations affecting the Property.
- 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.

Grantee acknowledges and agrees that the Grantee assumes all risk, liability, and expenses associated with the abatement of any asbestos discovered on the Property, and releases Grantor from any future liability or expense associated with asbestos abatement.

After Closing, As Between Grantee And Grantor, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Grantee, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Grantee Indemnifies, Holds Harmless, And Releases Grantor From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (CERCLA), The Resource Conservation And Recovery Act (RCRA), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Grantor's Own Negligence Or The Negligence Of Grantor's Representatives. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Grantors In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

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: _____

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me by Lori Houston as Assistant City Manager on behalf of the City of San Antonio, a municipal corporation.

Date: _____

Notary Public, State of Texas

My commission expires: _____

Approved as to Form:

City Attorney

After recording, please return to:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Attention: Director, Center City Development & Operations)