

DRAFT

AGENDA SHAWNEE URBAN RENEWAL AUTHORITY SEPTEMBER 28, 2023 AT 9:00 AM COMMISSION CHAMBERS AT CITY HALL 16 WEST 9TH STREET SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration to donate the following vacant lots to Building New Foundations, Inc.:
 - a. 1320 E. Fay
 - b. 1316 E. Fay
 - c. 1231 Sherry Lane

2. Adjournment

Respectfully submitted,

Jill Nichols, Secretary

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



Shawnee Urban Renewal Authority Department

Date: September 28, 2023
To: Shawnee Urban Renewal Authority
From:
Subject: Consideration to donate the following vacant lots to Building New Foundations, Inc.:
a. 1320 E. Fay
b. 1316 E. Fay
c. 1231 Sherry Lane

Background: Building New Foundations, a 501c3 registered in Oklahoma, serves those who are disabled and/or veterans by providing housing opportunities through new construction or rehabilitation of existing dwelling units.

The projects undertaken by this group are a collaborative effort with local municipalities to help serve individuals within the community and/or local area. As part of their efforts to assist their target populations, they have reached out to city staff in order to help secure potential properties for use in their projects.

The non-profit is asking the City, via SURA, for the transfer of three (3) properties that will be used in their next round of projects. The properties are 1231 Sherry Lane, 1316 E Fay, and 1320 E Fay.

The properties are currently listed as owned by SURA. Therefore, the transfer of the property must first be approved by the SURA board, subject to City Commission approval.

Financial Impact: The donation of these properties will allow SURA to retain the lawn maintenance costs associated with these properties, which approximates to \$360.00 per year.

Attachments: Shawnee Lot Donation Request 09-2023, 1231 Sherry Ln - County Report, 1320 E. Fay - County Report, 1316 E. Fay - County Report, COS.Building New Foundations Special Limited Warranty Deed - DRAFT

Staff Recommendation: Staff recommends approval of the item



Building New Foundations, Inc.
9936 Rattlesnake Lane, Oklahoma City, OK 73099
603 Denmark Place, The Villages, FL 32162
www.building-new-foundations.org

August 9, 2023

RE: Request for the donation of the following lots: 1231 Sherry Lane, Shawnee, OK 74081, 1316 E. Fay St., Shawnee, OK 74801, 1320 E. Fay St. Shawnee, OK 74801

Dear Shawnee Redevelopment Authority:

Building New Foundations, Inc. (501c3) formally requests the donation of the lots cited above for the construction of three single family homes for purposes of providing affordable housing to your community.

Building New Foundations, Inc., a 501c3, plans to build new handicap accessible homes on these lots owned by the Shawnee Redevelopment Authority. Receiving those lots as a donation will help us leverage other funding opportunities for construction. As owner, Building New Foundations Inc. will offer the homes to residents earning less than 60% of the area median income. Likely residents will include disabled veterans, individuals with a mobility impairment, and the elderly.

Thank you,

A handwritten signature in black ink that reads "Jay Trevor".

Jay Trevor
CEO
Building New Foundations, Inc.

Our Mission

Building New Foundations, Inc. (501c3) has a mission to provide affordable housing to physically disabled persons, the elderly, veterans, and families in need. We aim to build fifty percent of our homes as ADA wheelchair accessible. To achieve this goal, we build our own housing, and collaborate with other organizations.

Examples from other Oklahoma Communities:

Owner: Building New Foundations, Inc. (501c3)

Financing: HOME Program via Oklahoma Housing Finance Agency

9936 Rattlesnake Lane, Yukon, Ok 73099

Construction foreman inspecting one story home for an elderly resident



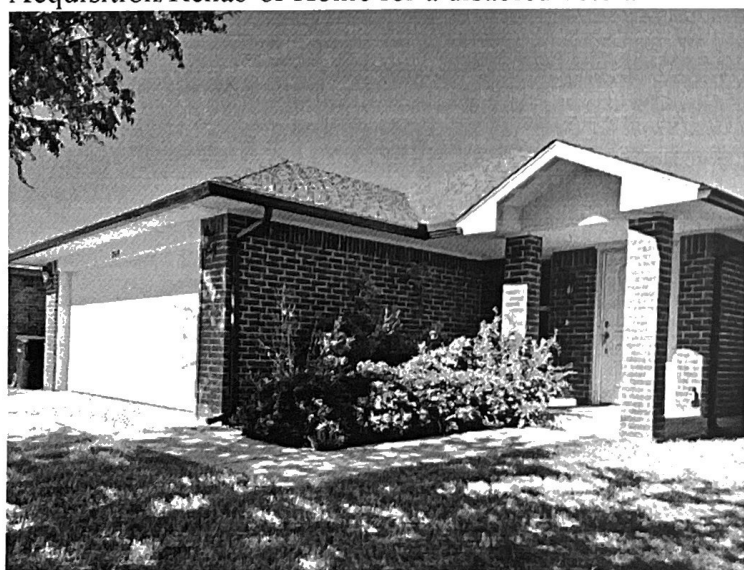
Edmond, Oklahoma

Owner: Building New Foundations, Inc. (501c3)

Financing: HOME Program via Oklahoma Housing Finance Agency

2349 NW 197th St, Edmond, OK 73012

Acquisition/Rehab of Home for a disabled veteran



Mustang, Oklahoma

Owner: Building New Foundations, Inc. (501c3)

Financing: HOME Program via Oklahoma Housing Finance Agency

1213 West Churchill Way, Mustang, OK 73064

Acquisition/Rehab of Home for a disabled veteran



Harrah, Oklahoma

Owner: Building New Foundations, Inc. (501c3)

Financing: HOME Program via Oklahoma Housing Finance Agency

20755 Autumn Trail, Harrah, OK 73045

Acquisition/Rehab of house for a couple that lost their home to a tornado



References:

Chevelle E. Galbreath, Supervisor

Oklahoma Housing Finance Agency

100 N.W. 63rd, Ste. 200

Oklahoma City, Oklahoma 73116

(405) 419-8130

Chevelle.galbreath@ohfa.org

<https://www.ok.gov/ohfa/>

As of: 9/13/2023

Property Owner**Property Information****Name:** SHAWNEE URBAN RENEWAL AUTH **Physical Address:** 1231 SHERRY LN**Mailing Address:** 227 N BDWY STE C
SHAWNEE, OK 74801-0000**Subdivision:** THOMPSON HEIGHTS**Block / Lot:** 0002 / 0016**Type:** (EX) Exempt**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** THOMPSON HEIGHTS BLK 2 LOT 16**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$0	\$0
Building:	0	0
Total:	\$0	\$0

**Estimated
Taxes:**

\$0

**Homestead
Credit:**

\$0

Note: Tax amounts are estimates only. Contact
the county tax collector for exact amounts.**Land:**

Land Use	Size	Units
	1	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
1/17/2017	2017	523	Quit Claim	0.00	\$0	BOARD OF COUNTY COMMISSIO	21	
6/8/2015	2015	7150	Trust Deed	0.00	\$0	EL NINO RESTAURANT LLC	21	
6/11/2012	2012	10031	Trust Deed	0.00	\$0	WREATH WALTER ROY & JOYCE	21	

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

As of: 9/13/2023

Photos



Map:



As of: 9/13/2023

Property Owner**Name:** SHAWNEE URBAN RENEWAL**Mailing Address:** 228 N BDWY
SHAWNEE, OK 74801-0000**Type:** (EX) Exempt**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** MELROSE PARK BLK 6 LOTS 33 & 34**Property Information****Physical Address:** 1320 E FAY**Subdivision:** MELROSE PARK (SHAWNEE)**Block / Lot:** 0006 / 0033**S-T-R:** N/A**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$0	\$0
Building:	0	0
Total:	\$0	\$0

Taxes:

Estimated Taxes:	\$0
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	2	Lots

Map:

Property Owner**Property Information****Name:** SHAWNEE URBAN RENEWAL AUTH **Physical Address:** 1316 E FAY**Mailing Address:** 227 N BDWY STE C
SHAWNEE, OK 74801-0000**Subdivision:** MELROSE PARK (SHAWNEE)**Block / Lot:** 0006 / 0037**Type:** (EX) Exempt**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** MELROSE PARK BLK 6 LOTS 37 & 38**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$0	\$0
Building:	0	0
Total:	\$0	\$0

**Estimated
Taxes:**

\$0

**Homestead
Credit:**

\$0

Note: Tax amounts are estimates only. Contact
the county tax collector for exact amounts.**Land:**

Land Use	Size	Units
	2	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
1/17/2017	2017	522	Quit Claim	0.00	\$0	BOARD OF COUNTY COMMISSIO	21	
6/13/2011	2011	10693	Trust Deed	0.00	\$0	HILTON DANNY K	21	
4/18/2008	2008	6585	Quit Claim	0.00	\$0	HILTON DANNY K & SHANNON		
7/26/2007	2007	15262	Quit Claim	7.50	\$5,000	HOPKINS IVAN G & VIOLA R	PQ	
1/9/2003	2003	574	Warr. Deed	5.25	\$3,500	TEAGUE LOYD & ELEANOR	PQ	

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

As of: 9/13/2023

Photos



Map:



SPECIAL LIMITED-WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Shawnee, Oklahoma**, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Building New Foundations, Inc.**, an Oklahoma Not for Profit Corporation, 10998 Rosehill Road, Overland Park, Kansas, 66210, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows, to-wit:

Lots Thirty-Seven (37) and Thirty Eight (38), Block Six (6), Melrose Park Addition to the City of Shawnee, Oklahoma, and

Lots Thirty Three (33) and Thirty Four (34), Block Six (6), Melrose Park Addition to the City of Shawnee, Oklahoma, and

Lot Two (2), Block Two (2), Thompson Heights Addition to the City of Shawnee,

together with all the improvements thereon and appurtenances thereunto belong, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging, and warrants the title, subject to the limitations set out below, to the same.

To have and to hold said described real property and premises unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied of, as to, or concerning (a) the nature, condition or state of repair of the above described property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the above described property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the above described property, (d) the habitability, merchantability or fitness of the above described property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the above described property or any facilities or operations thereon, or (f) the compliance of the above described property or any activity or operation conducted by any person or entity on or off the above described property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term “Environment” shall mean soil, surface, waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term “Environmental Condition” shall mean any condition with respect to the Environment on or off the above described property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the above described property and/or the operation of any business within the above described property and/or the operation of the business of any other property owner or operator in the vicinity of the above described property and/or any activity or operation formerly conducted by any person or entity on or off the above described property; the term “Hazardous Material” shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state, or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term “Environmental Law” shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state, or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the above described property to his satisfaction and all leases, contracts and other information relating to the above described property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the above described property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the above described property **“AS IS,” “WHERE IS”, AND “WITH ALL FAULTS.”**

IN WITNESS THEREOF, Grantor and Grantee have executed this Special Warranty Deed to effective as of this ____ day of _____, 2023.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: _____
Andrea Weckmueller-Behringer
City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this ____ day of _____, 2023, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Andrea Weckmueller-Behringer, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same on behalf of the City of Shawnee, Oklahoma, as her free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC
Commission No. _____
Commission Expires: _____

EXHIBIT "A"
Exceptions to Warranty of Title

Exceptions to marketable title, as defined by the Oklahoma Title Examination Standards and Oklahoma Statutes, existing prior to Grantor obtaining title to the above described property.

Real and personal property ad valorem taxes for 2022 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT “B”
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under Building New Foundations, Inc., an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Building New Foundations, Inc
 An Oklahoma Not for Profit Corporation

By: _____
Printed Name: _____
Title: _____