



City of Arkansas City

LAND BANK BOARD OF TRUSTEES MEETING

AGENDA

Tuesday, October 04, 2022 at 5:15 PM — Commission Room, City Hall — 118 W. Central Ave

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/210968445>

You can also dial in using your phone.

United States: +1 (224) 501-3412

- One-touch: <tel:+12245013412,210968445#>

Access Code: 210-968-445

I. Call to Order

1. Roll Call
2. Additions or Deletions to the Agenda **(Voice Vote)**
3. Approval of the Agenda **(Voice Vote)**

II. Minutes

1. Approve the July 19, 2022, special meeting minutes as written. **(Voice Vote)**

III. Business

1. Transfer real estate at 118 S 9th Street owned by the Arkansas City Land Bank to Lydia Holguin. **(Voice Vote)**
2. Transfer real estate at 608 S 4th Street owned by the Arkansas City Land Bank to the City of Arkansas City. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Items for Land Bank Board Action

Meeting Date: October 4, 2022
From: Lesley Shook, City Clerk
Item: Approving July 19, 2022 Minutes

Title: Approve the July 19, 2022, special meeting minutes as written. **(Voice Vote)**

Background:

Each meeting, the Land Bank Board of Trustees reviews and approves the minutes of its prior meeting(s).

Board Options:

1. Approve minutes.

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Randy Frazer, City Manager



City of Arkansas City

LAND BANK BOARD OF TRUSTEES

MEETING MINUTES

Tuesday, July 19, 2022 at 5:15 PM — Commission Room, City Hall — 118 W. Central Ave.

Routine Business

1. Roll Call

PRESENT

Trustee Charles Jennings
Trustee Scott Rogers
Trustee Jay Warren
Vice President Diana Spielman
President Kanyon Gingher

2. Additions or deletions to the agenda.

- Add business Item #1 – 2023 Land Bank Budget

Motion made by Trustee Jennings, Seconded by Trustee Rogers to approve the addition of Item #1 under business.

Voting Yea: Trustee Jennings, Trustee Rogers, Trustee Warren, Vice President Spielman, President Gingher.
Motion passed.

3. Approval of the Agenda.

Motion made by Vice President Spielman, Seconded by Trustee Rogers to approve the agenda as amended.

Voting Yea: Trustee Jennings, Trustee Rogers, Trustee Warren, Vice President Spielman, President Gingher.
Motion passed

Minutes

1. Approve the March 15, 2022, special meeting minutes as written.

Motion made by Vice President Spielman, Seconded by Trustee Warren to approve the minutes as written.

Voting Yea: Trustee Jennings, Trustee Rogers, Trustee Warren, Vice President Spielman, President Gingher.
Motion passed.

Business

1. Approve the 2023 Budget.

Motion made by Trustee Warren, Seconded by Trustee Rogers to approve the 2023 Budget.

Section II, Item 1.

Voting Yea: Trustee Jennings, Trustee Rogers, Trustee Warren, Vice President Spielman, President Gingher.
Motion passed.

Adjourn

Motion made by Vice President Spielman, Seconded by Trustee Rogers to adjourn the meeting.

Voting Yea: Trustee Jennings, Trustee Rogers, Trustee Warren, Vice President Spielman, President Gingher.
Motion passed.

**THE ARKANSAS CITY
LAND BANK BOARD OF TRUSTEES**

Kanyon Gingher, President

ATTEST:

Lesley Shook, Secretary

Prepared by:

Lesley Shook, Secretary



Items for Land Bank Board Action

Meeting Date: 10/4/2022

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 118 S 9th St to Lydia Holguin

Title:

Transfer real estate at 118 S 9th Street owned by the Arkansas City Land Bank to Lydia Holguin

Background:

Lydia Holguin has requested to purchase the property at 118 S 9th Street. She meets the requirements of the land bank program. She proposes to develop the property with a manufactured family home. The property is in the floodplain and the applicant has been made aware of the requirements to place a home on the site. The County Appraised Value for this property is \$1,300. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Lydia Holguin for the county appraised value.

Board Options:

1. Agree to sell the property to Lydia Holguin for the county appraised value of \$1,300.
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is
hereby acknowledged, does hereby quit claim unto:

GRANTEE, **LYDIA HOLGUIN, an individual**,

all the following lands and property situated in Cowley County, together with any and all improvements
located thereon, subject to easements and restrictions of record, if any, and legally described as:

**Lots 21-24 and the South 1 foot of Lot 25, Block 2, Love's First Addition to Arkansas City, Cowley
County, Kansas.**

WITNESS Grantor's hand this the ____ day of _____ 2022.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Kanyon Gingher, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2022, before me, a Notary Public within and for said County and
State, having first been duly sworn under oath, personally appeared: KANYON GINGHER, who is personally
known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged
said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of
Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my
hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2022, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **LYDIA HOLGUIN**, herein referred to as **BUYER**.

WITNESSETH:

WHEREAS, SELLER has agreed to sell, and BUYER has agreed to buy property pursuant to the provisions set forth below; and

WHEREAS, SELLER does hereby covenant and agree that in consideration of the payments and performance of the covenants herein recited to be made and performed by BUYER, SELLER shall convey unto the BUYER, in fee simple, subject to any covenants, declarations, restrictions, zoning laws, or easements of record, but clear of all mortgage or financial encumbrances whatsoever, by Quit Claim Deed, the real estate described below in Section One and all improvements located thereon situate in Arkansas City, Cowley County, Kansas.

SECTION ONE: PROPERTY:

All real property owned by SELLER located at 608 S. 4th Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 21-24 and the South 1 foot of Lot 25, Block 2, Love's First Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: One Thousand, Three Hundred Dollars (\$1,300.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYER shall pay all taxes due and owing from and after the date of execution of this Contract.

SECTION FOUR: POSSESSION OF PROPERTY:

SELLER shall give possession of the aforescribed property immediately upon closing.

SECTION FIVE: TITLE INSURANCE:

BUYER shall have the option of obtaining Title Insurance at his own expense.

SECTION SIX: CONDITION OF PREMISES:

The property is sold as-is, and SELLER makes no warranty as to the suitability of the property for any proposed use by BUYER.

SECTION SEVEN: ADDITIONAL PROVISIONS:

BUYER agrees to construct a home on the property within one (1) year of the execution of this contract and shall have no notices of code violations for one (1) year on the property from the date of the execution of this contract.

IT IS MUTUALLY AGREED that all covenants and agreements herein contained shall extend to and be obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above appearing.

BUYER:

LYDIA HOLGUIN

By: Lydia Holguin

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Lydia Holguin, who is personally known to me to be the same persons who executed the within instrument in writing, and duly acknowledged the execution of same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:

SELLER:

THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES

By: Kanyon Gingher
Chairperson

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2022, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Kanyon Gingher, who is personally known to me to be the same person who executed the within instrument in writing, and duly acknowledged the execution of same as the authorized act and deed of the City of Arkansas City, Kansas Landbank Board of Trustees.

In witness whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires:



Items for Land Bank Board Action

Meeting Date: 10/4/2022

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 608 S 4th Street to City of Arkansas City

Title:

Transfer real estate at 608 S 4th Street owned by the Arkansas City Land Bank to the City of Arkansas City

Background:

Rupe Helmer Group LLC originally requested to purchase the property at 608 S 4th Street in July 2021. Due to some title work issues as well as modifications to the site plan, it appears more desirable to transfer the property to common city ownership. The property will be developed as a regional detention pond serving not only Rupe Helmer Group's development but also a number of other properties in the immediate vicinity including the Water Treatment Facility. Staff believes transferring the property out of the land bank will eliminate confusion especially because of the public purpose the pond will serve. A drainage easement will be placed over the entire property.

Board Options:

1. Transfer the property to the City
2. Keep the property in the Land Bank

Approved for Agenda by:

Randy Frazer, City Manager

STATUTORY QUIT CLAIM DEED

GRANTOR, **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**,
by way of gift, donation, or contribution, the receipt of which is hereby acknowledged, does hereby
convey and warrant unto:

GRANTEE, **CITY OF ARKANSAS CITY, a Kansas Municipality of the Second Class**,
all the following lands and property situated in Cowley County, together with any and all improvements
located thereon, subject to easements and restrictions of record, if any, and legally described as:

Lots 23-28, Block 2, Park Place Addition to Arkansas City, Cowley County, Kansas.

WITNESS Grantor's hand this the ____ day of _____ 2022.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Kanyon Gingher, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2022, before me, a Notary Public within and for said County and
State, having first been duly sworn under oath, personally appeared: KANYON GINGHER, who is personally
known to me to be the same person who executed the foregoing instrument, and the aforementioned acknowledged
said instrument to be his free and voluntary act and deed and a duly authorized act on behalf of the City of
Arkansas City, Kansas Landbank Board of Trustees. In testimony whereof I have hereunto subscribed my
hand and affixed my official seal the day and year last above appearing.

Notary Public

My appointment expires:

No real estate validation questionnaire is required pursuant to K.S.A. 79-1437e(a)(4), as the transfer of this
title is by way of gift, donation, or contribution.

MUTUAL TERMINATION OF AGREEMENT

This MUTUAL TERMINATION OF AGREEMENT (the “Termination”) is made and entered into effective as of September ____, 2022, by and between Arkansas City 23987, LLC, an Oklahoma limited liability company (“AC 23987”) and The City of Arkansas City, Kansas Land Bank Board of Trustees, a City Land Bank created under the laws of the State of Kansas (“Land Bank”). For the purposes set for below, the City of Arkansas City, Kansas, a Kansas municipal corporation (“City”), is also made a party hereto.

WHEREAS, AC 23987 and Land Bank previously entered into an agreement (the “Purchase Agreement”) pursuant to which AC 23987 (as assignee of Rupe Helmer Group, LLC) would purchase, and Land Bank would sell, the following described real property located in Cowley County, Kansas (the “Property”):

Lots 23, 24, 25, 26, 27 and 28, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, together with one-half of the vacated alley adjacent thereto.

WHEREAS, AC 23987 and Land Bank have agreed to terminate the Purchase Agreement and, in lieu thereof, (i) Land Bank and the City have agreed to grant AC 23987 an easement in the form attached hereto as Exhibit “A” (the “Easement”) and (ii) AC 23987 has agreed to deliver the sum of \$9,240.00 to the City;

NOW, THEREFOR, in consideration of the mutual covenants described here, AC 23987, Land Bank, and the City hereby agree as follows:

1. Termination of Contract. AC 23987 and Land Bank agree that the Purchase Agreement is hereby terminated. AC 23987 and Land Bank hereby agree to and do hereby release and discharge one another from any further obligation under the terms of the Purchase Agreement.
2. Grant of Easement. Land Bank and the City agree to execute and deliver to AC 23987 the Drainage and Detention Easement in the form attached hereto as Exhibit “A”.
3. Payment to the City. AC 23987 agrees to pay the sum of \$9,240.00 to the City in respect of the grant of the Easement from Land Bank and the City.

[Signature Page Follows]

IN WITNESS WHEREOF, Land Bank, the City, and AC 23987 have executed and delivered this Termination as of the date set forth above.

“Land Bank”

The City of Arkansas City, Kansas Land Bank
Board of Trustees

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
) ss
COUNTY OF COWLEY)

This instrument was acknowledged before me this ____ day of September, 2022, by _____, as _____ of The City of Arkansas City, Kansas Land Bank Board of Trustees, a City Land Bank created under the laws of the State of Kansas.

Notary Public

My Commission No: _____
My Commission Expires: _____

“City”

City of Arkansas City, Kansas

By: _____

Name: Kanyon Gingher

Title: Mayor

STATE OF KANSAS)
) ss
COUNTY OF COWLEY)

This instrument was acknowledged before me this ____ day of September, 2022, by Kanyon Gingher, as Mayor of the City of Arkansas City, Kansas, a Kansas municipal corporation.

Notary Public

My Commission No: _____
My Commission Expires: _____

“AC 23987”

Arkansas City 23987, LLC

By: Battle Creek Holdings, LLC,
an Oklahoma limited liability company
Its Manager

By: _____
Mark D. Helmer, Manager

By: Rupe Capital, LLC,
an Oklahoma limited liability company
Its Manager

By: _____
John Rupe, Jr., Manager

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on September _____, 2022, by Mark D. Helmer, as Manager of Battle Creek Holdings, LLC, an Oklahoma limited liability company and John Rupe, Jr., as Manager of Rupe Capital, LLC, an Oklahoma limited liability company, Managers of Arkansas City 23987, LLC, an Oklahoma limited liability company.

Notary Public

My Commission No: _____
My Commission Expires: _____

EXHIBIT “A”
Form of Easement

See attached.

Upon recording, please return to:

Rupe Helmer Group
3114 East 81st Street
Tulsa OK 74137
918-749-1880
21-0407DL

DRAINAGE AND DETENTION EASEMENT

This Drainage and Detention Easement (“Easement”) is made and entered into as of the ____ day of September, 2022, by and among (i) The City of Arkansas City, Kansas Land Bank Board of Trustees, a City Land Bank created under the laws of the State of Kansas (“Land Bank”); (ii) the City of Arkansas City, Kansas, a Kansas municipal corporation (“City”), and (iii) Arkansas City 23987, LLC, an Oklahoma limited liability company (“AC 23987”), with reference to the following:

RECITALS

WHEREAS, Land Bank is the owner of the tract of land situated in Cowley County, State of Kansas and described on Exhibit “A” attached to this Easement and made a part hereof (“Tract A”); and

WHEREAS, City is the owner of the tract of land situated in Cowley County, State of Kansas and described on Exhibit “B” attached to this Easement and made a part hereof (“Tract B”); and

WHEREAS, AC 23987 is the owner of the tract of land situated in Cowley County, State of Kansas and described on Exhibit “C” attached to this Easement and made a part hereof (“Tract C”); and

WHEREAS, AC 23987 has requested of Land Bank and the City, and Land Bank and the City have agreed to grant to AC 23987, a non-exclusive easement and the right to construct and use a detention pond, surface and below grade drainage and detention facilities, and related facilities (all as may be later widened, reconfigured, dredged, deepened, expanded, or otherwise improved) on Tract A and Tract B for the drainage of storm water from Tract C under and across Tract A and Tract B into such detention pond (the “Detention Easement” and the “Construction Easements”, respectively);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Land Bank and the City by AC 23987, and in consideration of the mutual covenants and agreements herein contained, Land Bank, the City, and AC 23987 hereby covenant and agree as follows:

AGREEMENT

1. Drainage and Detention Easement. Land Bank and the City hereby grant to AC 23987 a non-exclusive easement and the right in perpetuity, to construct and use a detention pond, surface and below grade drainage and detention facilities, and related facilities (all as may be later widened, reconfigured, dredged, deepened, expanded, or otherwise improved) on Tract A and Tract B for the drainage of storm water from Tract C under and across Tract A and Tract B.
2. Temporary Construction Easements. Land Bank and the City hereby grant to AC 23987 temporary construction and access easements in and on Tract A and Tract B (the “Construction Easement”) for the limited purposes of work related to the construction of storm water drainage and detention facilities on Tract A and Tract B (“Construction Activities”). The Construction Easement shall terminate and be of no further force and effect upon such date as AC 23987 completes its Construction Activities; provided, however, that such termination of the Construction Easements shall not act to terminate the Detention Easement.
3. Maintenance of Detention Easement. Following the completion of the Construction Activities, the City shall (as among the parties hereto) be solely responsible for the cost of maintenance and upkeep (including any future dredging, widening or deepening) of the detention pond and related drainage and detention facilities located on or within the Detention Easement. The City shall conduct such maintenance and upkeep activities in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof and in such a manner as to not interfere with the drainage of storm water from Tract C.
4. Amendment and Termination. This Easement shall not be amended, modified, terminated or otherwise affected, except in writing, signed and acknowledged by each of Land Bank, the City, and AC 23987, or their respective successors and assigns.
5. Successors and Assigns. The burdens and the benefits of the easements and rights of use created by this Easement shall run with the lands described herein and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, Land Bank, the City, and AC 23987 have executed and delivered this Easement as of the date set forth above.

“Land Bank”

The City of Arkansas City, Kansas Land Bank Board
of Trustees

By: _____
Name: _____
Title: _____

STATE OF KANSAS)
) ss
COUNTY OF COWLEY)

This instrument was acknowledged before me this ____ day of September, 2022, by _____, as _____ of The City of Arkansas City, Kansas Land Bank Board of Trustees, a City Land Bank created under the laws of the State of Kansas.

Notary Public

My Commission No: _____
My Commission Expires: _____

“City”

City of Arkansas City, Kansas

By: _____

Name: Kanyon Ginger

Title: Mayor

STATE OF KANSAS)
) ss
COUNTY OF COWLEY)

This instrument was acknowledged before me this ____ day of September, 2022, by Kanyon Ginger, as Mayor of the City of Arkansas City, Kansas, a Kansas municipal corporation.

Notary Public

My Commission No: _____
My Commission Expires: _____

“AC 23987”

Arkansas City 23987, LLC

By: Battle Creek Holdings, LLC,
an Oklahoma limited liability company
Its Manager

By: _____
Mark D. Helmer, Manager

By: Rupe Capital, LLC,
an Oklahoma limited liability company
Its Manager

By: _____
John Rupe, Jr., Manager

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on September _____, 2022, by Mark D. Helmer, as Manager of Battle Creek Holdings, LLC, an Oklahoma limited liability company and John Rupe, Jr., as Manager of Rupe Capital, LLC, an Oklahoma limited liability company, Managers of Arkansas City 23987, LLC, an Oklahoma limited liability company.

Notary Public

My Commission No: _____
My Commission Expires: _____

EXHIBIT “A”
Legal Description of Tract A

Lots 23, 24, 25, 26, 27 and 28, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, together with one-half of the vacated alley adjacent thereto

EXHIBIT “B”
Legal Description of Tract B

Lots 21 and 22, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, together with one-half of the vacated alley adjacent thereto

EXHIBIT "C"
Legal Description of Tract C

The City Tract

Lots 1 and 2, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, together with one-half of the vacated alley adjacent thereto.

AND

A portion of Lots 3, 4, 5, 6 and 7, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, more particularly described as: Beginning on the North line of said Lot 3, 24.1 feet East of the Northwest corner thereof; thence South 89°37'42": East along said North line, a distance of 107.98 feet to the Northeast corner thereof; thence South 00°22'04" West along the East line of said Lots 3-7, a distance of 125.00 feet to the Southeast corner of said Lot 7; thence North 89°37'42" West along the South line of said Lot 7, a distance of 20.42 feet; thence North 34°38'24" West, a distance of 152.62 feet to the point of beginning,

AND

All of vacated Third Street, formerly known as 10th Street, right of way adjoining Lots 1-7, Block 2, Park Place Addition to Arkansas City, Cowley County, Kansas.

AND

The MKT Tract

Lots 3, 4, 5, 6 and 7, Block 2, Park Place Addition, Arkansas City, Cowley County, Kansas, together with one-half of the vacated alley adjacent thereto, EXCEPT railroad right of way.