



City of Arkansas City

LAND BANK BOARD OF TRUSTEES MEETING

AGENDA

Tuesday, July 20, 2021 at 5:00 PM – Commission Room, City Hall – 118 W. Central Ave

Please join our meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/795909293>

You can also dial in using your phone: United States: +1 **(408) 650-3123**

Access Code: **795-909-293**

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/795909293>

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 January 19, 2021, regular meeting minutes as written. **(Voice Vote)**

III. Business

1. Approve 2022 Budget. **(Voice Vote)**
2. Approve the transfer of real estate at 608 S. 4th Street, owned by the Arkansas City Land Bank, to Rupe Helmer Group LLC. **(Voice Vote)**
3. Approve the transfer of real estate at 1304 S. A Street, owned by the Arkansas City Land Bank, to Rafael Villagomez. **(Voice Vote)**
4. Approve the transfer of real estate at 1313 S. J Street, owned by the Arkansas City Land Bank, to Justin Jordan. **(Voice Vote)**
5. Approve the transfer of real estate at 1333 N. D Street, owned by the Arkansas City Land Bank, to Lowry Construction LLC. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Items for Land Bank Board Action

Meeting Date: July 20, 2021

Department/Divisions

City Manager

Staff Contacts

Andrew Lawson, Public Information
Officer

Title:

Approve the January 19, 2021, regular 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.

Attachments:

1. January 19, 2021 Minutes

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

The Arkansas City Land Bank Board of Trustees met in regular session at **5:00 p.m. Tuesday, January 19, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Ark City.

Vice Chair **Scott Rogers** called the meeting to order. Other members present at roll call were Trustee **Kanyon Gingher**, Trustee **Duane Oestmann** and Trustee **Jay Warren**. Chairwoman **Karen Welch** joined the meeting in progress at **5:05 p.m.**

City employees present at the meeting were City Manager **Randy Frazer**, City Attorney **Larry Schwartz** (*participating remotely via GoToMeeting*), City Clerk/Secretary **Lesley Shook**, Deputy City Clerk **Amanda Evinger**, Public Information Officer **Andrew Lawson**, Management Assistant **Mike Crandall** and Principal Planner **Josh White**.

Agenda Approval

Trustee Warren made a motion to approve the agenda as presented. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. Vice Chair Rogers declared the agenda **approved** as presented.

Minutes

Trustee Oestmann made a motion to approve the **July 21, 2020**, regular meeting minutes as presented. Vice Chair Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. Vice Chair Rogers declared the minutes **approved**.

Business

Select President for 2021

Trustee Warren made a motion to appoint Vice Chair Rogers as **board president** for 2021.

Trustee Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Select Vice President for 2021

Trustee Oestmann made a motion to appoint Trustee Gingher as board **vice president** for 2021.

Trustee Warren seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

Designate Secretary for 2021

Trustee Warren made a motion to re-designate City Clerk Shook as **board secretary** for 2021.

Trustee Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Designate Treasurer for 2021

Trustee Warren made a motion to designate Finance Director/Treasurer Jennifer Waggoner as **treasurer** for 2021. Trustee Oestmann seconded the motion.

A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**. Trustee Welch joined the meeting in progress at **5:05 p.m.**

Receive and Discuss Annual Report

Principal Planner White said no money was expended from the Land Bank Fund in **2020**. The 2021 Land Bank budget has been set at **\$3,500.00**, which is the same amount as last year. One property was sold out of the Land Bank at the **July 21, 2020**, meeting and six more are being added into it.

Approve 2020 Annual Report

Trustee Oestmann made a motion to approve the **2020 annual report** and **2021 budget** as presented. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved** and forwarded to the City Commission.

Approve Annual Inventory of Property and Sheriff's Deeds

Principal Planner White said the annual inventory of property is basically the same as last year, minus the parcel that was sold. Six parcels were purchased at tax sales in **2020** and deeded to the Land Bank, but the trustees will need to accept the deeds. The Land Bank contains **20** properties.

President Rogers made a motion to approve the **annual inventory of property** as presented, as well as the sheriff's deeds for **310 North C St., 606 S. Summit St., 902 South F St., 1304 South A St., 1311 N. Eighth St. and 1313 South J St.**, accepting these six properties into the Land Bank.

Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion.

Ark City Land Bank Board of Trustees — Regular Meeting Minutes

President Rogers declared the motion **approved** and forwarded to the City Commission.

Discuss Land Bank Sales Plan

Principal Planner White said the inventory will be published in the newspaper and on the website.

Adjournment

Trustee Oestmann made a motion to adjourn the meeting. Trustee Ginger seconded the motion.

A voice vote was **unanimous** in favor of the motion. President Rogers declared the meeting adjourned at **5:14 p.m.**

THE ARKANSAS CITY LAND BANK BOARD OF TRUSTEES

Karen Welch, 2020 Chairwoman

ATTEST:

Lesley Shook, Secretary

Scott Rogers, 2021 President

Prepared by:

Andrew Lawson, Public Information Officer



Items for Land Bank Board Action

Meeting Date: July 20, 2021

Department/Divisions

City Manager/Finance

Staff Contacts

Jennifer Waggoner, Treasurer

Title:

Approve 2022 Budget. **(Voice Vote)**

Background:

Each year in July, the Land Bank Board of Trustees reviews and approves the proposed budget for the **Land Bank Fund (Fund 31)**. This recommendation is forwarded to the City Commission for inclusion in its budget process.

Board Options:

1. Approve 2022 Budget.
2. Table 2022 Budget for further discussion.

Attachments:

1. Proposed 2022 Budget for Fund 31

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager

City of Arkansas City

2022

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Land Bank 31	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	0	986	986
Receipts:			
Rental Income	0	0	1,000
Sale of Property	1,000	0	2,500
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,000	0	3,500
Resources Available:	1,000	986	4,486
Expenditures:			
Contractual	14	0	4,486
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	14	0	4,486
Unencumbered Cash Balance Dec 31	986	986	0
2020/2021/2022 Budget Authority Amount	3,500	3,500	4,486

Adopted Budget

CID Sales Tax 57	Prior Year Actual for 2020	Current Year Estimate for 2021	Proposed Budget Year for 2022
Unencumbered Cash Balance Jan 1	979	0	0
Receipts:			
Sales Tax	51,940	65,000	65,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	51,940	65,000	65,000
Resources Available:	52,919	65,000	65,000
Expenditures:			
Contractual Services	52,919	65,000	65,000
Cash Forward (2022 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	52,919	65,000	65,000
Unencumbered Cash Balance Dec 31	0	0	0
2020/2021/2022 Budget Authority Amount	65,000	65,000	65,000

CPA Summary



Items for Land Bank Board Action

Meeting Date: 7/20/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 608 S 4th Street to Rupe Helmer Group LLC

Title:

Transfer real estate at 608 S 4th Street owned by the Arkansas City Land Bank to Rupe Helmer Group LLC

Background:

Rupe Helmer Group LLC has requested to purchase the property at 608 S 4th Street. The company meets the requirements of the land bank program. They propose to develop the property with a retail store. The County Appraised Value for this property is \$9,240. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Rupe Helmer Group LLC.

Board Options:

1. Agree to sell the property to Rupe Helmer Group LLC for the County Appraised Value
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **RUPE HELMER GROUP, LLC**, 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 23, 24, 25, 26, 27 and 28, Block 2, Park Place Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Nine Thousand, Two Hundred and Forty Dollars (\$9,240.00), 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:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

(a) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

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:

RUPE HELMER GROUP, LLC

By: Mike Mantle
Senior Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Mike Mantle, 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: Scott Rogers
Chairperson

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, 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:

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, **RUPE HELMER GROUP, a Limited Liability Corporation**,
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, 24, 25, 26, 27 and 28, Block 2, Park Place Addition to Arkansas City, Cowley County, Kansas.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, 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.

My appointment expires: _____
Notary Public



Items for Land Bank Board Action

Meeting Date: 7/20/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 1304 S A Street to Rafael Villagomez

Title:

Transfer real estate at 1304 S A Street owned by the Arkansas City Land Bank to Rafael Villagomez

Background:

Rafael Villagomez has requested to purchase the property at 1304 S A Street. He meets the requirements of the land bank program. His family owns the property next door and he plans to build a garage on this property in the future. The County Appraised Value for this property is \$2,970. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Mr. Villagomez.

Board Options:

1. Agree to sell the property to Mr. Villagomez for the County Appraised Value
2. Agree to a different price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **RAFAEL VILLAGOMEZ, an individual**, 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 1304 S. A Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 3 and 4, Block 228, Enterprise Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Two Thousand, Nine Hundred and Seventy Dollars (\$2,970.00), 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:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.
- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

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:

Rafael Villagomez

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Rafael Villagomez, 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 LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, 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:

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, **RAFAEL VILLAGOMEZ, 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 3 and 4, Block 228, Enterprise Addition to Arkansas City, Cowley County, Kansas.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no
notices for code violations for a period of one (1) year, otherwise ownership of the property—
including all improvements made thereon—will revert back to SELLER upon written notice
provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State,
having first been duly sworn under oath, personally appeared: SCOTT ROGERS, 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:



Items for Land Bank Board Action

Meeting Date: 7/20/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 1313 S J Street to Justin Jordan

Title:

Transfer real estate at 1313 S J Street owned by the Arkansas City Land Bank to Justin Jordan

Background:

Justin Jordan has requested to purchase the property at 1313 S J Street. He meets the requirements of the land bank program. The applicant proposes to develop the property as a yard extension as he has been maintaining the property for several years. The County Appraised Value for this property is \$2,970. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Justin Jordan

Board Options:

1. Agree to sell the property to Justin Jordan for the County Appraised Value
2. Agree to a different purchase price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LANDBANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **JUSTIN JORDAN, an individual**, 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 1313 S. J Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 7 and 8, Block 6, Sleeth's Addition, Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Two Thousand, Nine Hundred and Seventy Dollars (\$2,970.00), 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:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.
- (b) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

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:

Justin Jordan

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Justin Jordan, 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 LANDBANK BOARD OF TRUSTEES,

By: Scott Rogers

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, 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:

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, **JUSTIN JORDAN, 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 7 and 8, Block 6, Sleeth's Addition, Arkansas City, Cowley County, Kansas.

Subject to the following:

- (a) BUYER shall remain current on all ad valorem taxes and properly maintain the Property with no notices for code violations for a period of one (1) year, otherwise ownership of the property—including all improvements made thereon—will revert back to SELLER upon written notice provided to BUYER and SELLER shall keep the purchase price paid.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State, having first been duly sworn under oath, personally appeared: SCOTT ROGERS, 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:



Items for Land Bank Board Action

Meeting Date: 7/20/2021

Department/Divisions

Neighborhood Services

Staff Contacts

Josh White

Transfer 1333 N D Street to Lowry Construction LLC

Title:

Transfer real estate at 1333 N D Street owned by the Arkansas City Land Bank to Lowry Construction LLC

Background:

Lowry Construction LLC has requested to purchase the property at 1333 N D Street. He meets the requirements of the land bank program. The applicant proposes to develop the property as a single family home. The County Appraised Value for this property is \$7,770. A contract for purchase and deed are included in the packet. Staff recommends granting the property to Lowry Construction LLC

Board Options:

1. Agree to sell the property to Lowry Construction LLC for the County Appraised Value
2. Agree to a different purchase price
3. Decline the application for purchase

Approved for Agenda by:

Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2021, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **LOWRY CONSTRUCTION, LLC**, 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 1333 N. D Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 37, 38, 39 and 40, Block 3, McLaughlin's Second Addition to Arkansas City, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Seven Thousand, Seven Hundred and Seventy Dollars (\$7,770.00), 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:

As additional consideration for the purchase of the property, the purchase of this property is subject to the following:

(a) This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas. In the event any action is filed in relation to this real estate purchase, the unsuccessful party in the action shall pay to the successful party in addition to all other sums that may be declared due and payable, a reasonable sum for the prevailing party's attorney's fees, expert fees and costs related thereto.

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:

LOWRY CONSTRUCTION, LLC

By: Tom Lowry
Owner

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Tom Lowry, 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: Scott Rogers
Chairperson

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Scott Rogers, 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:

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, **LOWRY CONSTRUCTION, a Limited Liability Corporation**,

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 37, 38, 39 and 40, Block 3, McLaughlin's Second Addition to Arkansas City, Kansas.

WITNESS Grantor's hand this the ____ day of _____ 2021.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Scott Rogers, Chairperson

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2021, before me, a Notary Public within and for said County and State,
having first been duly sworn under oath, personally appeared: SCOTT ROGERS, 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: