



LAND BANK BOARD OF TRUSTEES MEETING AGENDA

Tuesday, July 15, 2025 at 5:00 PM – Commission Room, City Hall — 118 W. Central Ave

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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 May 6, 2025, special meeting minutes as written. **(Voice Vote)**

III. Business

1. Approve the 2026 Land Bank Budget. **(Voice Vote)**
2. Approve the transfer of real estate at 518 & 522 N D Street owned by the Arkansas City Land Bank to Cowley House of Hope, Inc. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Land Bank Board of Trustees Agenda Item

Meeting Date: July 15, 2025
From: Tiffany Parsons, City Clerk
Item: Approve May 6, 2025, Special Meeting Minutes

Title: Approve May 6, 2025, 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 as written
2. Approve minutes with any changes

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



LAND BANK BOARD OF TRUSTEES MEETING MINUTES

Tuesday, May 6, 2025 at 5:30 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

Trustee Diana Spielman
Trustee Charles Tweedy III
Trustee Jay Warren
Vice President Tad Stover

ABSENT:

President Chad Beeson

City staff present: City Attorney Larry Schwartz, City Manager Randy Frazer, City Clerk Tiffany Parsons, and Principal Planner Josh White.

2. Addition and deletions to the agenda.

City Manager Frazer stated that there were no additions or deletions to the agenda.

Motion made by Seconded by Trustee Tweedy III, Seconded by Trustee Spielman to approve the agenda as written.

Voting Yea: Trustee Spielman, Trustee Tweedy III, Trustee Warren, and Vice President Stover. Motion passed.

Minutes

1. Approve the March 4, 2025, special meeting minutes as written.

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

Voting Yea: Trustee Spielman, Trustee Tweedy III, Trustee Warren, and Vice President Stover. Motion passed.

Business

1. Transfer real estate at 426 S Summit Street, owned by the Arkansas City Land Bank to Wolferton Black Holdings LLC.

Principal Planner White indicated that the city received an application for this property which was originally acquired by the city earlier this year and it was then transferred to the land bank shortly after. The property has been declared a dangerous structure and the property owner agreed to transfer the property to the City in lieu of further enforcement action.

Wolferton Black Holdings LLC has requested to purchase the property and met with city commissioners for a study session on Monday, April 14 to discuss their proposal for the property which included demolishing any dangerous portions of the site and conducting rehabilitation on the rest of the site with hopes to be redeveloped as extended stay lodging. Staff would like to request additional feedback from the Board at the meeting regarding terms of the contract and suggest a sale price of \$1.

Brittany Carder of Wolferton Black Holdings LLC was present to visit with the board about their proposal, accompanied by the company's Vice President, Kabin Carter who joined by phone.

Upon approval of the sale of the property and execution of the purchase contract, public notice shall be placed in the newspaper a minimum of thirty (30) days prior to the closing date of the sale.

Motion made by Trustee Warren and seconded by Trustee Spielman, to approve the transfer of real estate at 426 S Summit Street, owned by the Arkansas City Land Bank to Wolferton Black Holdings LLC for the price of \$1.00.

Voting Yea: Trustee Spielman, Trustee Tweedy III, Trustee Warren, and Vice President Stover. Motion passed.

Adjourn

Motion made by Trustee Spielman, Seconded by Trustee Warren to adjourn the meeting.

Voting Yea: Voice vote was unanimous in favor of the motion. Motion approved and meeting adjourned.

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

Tad Stover, Vice-President

(Seal)

ATTEST:

Tiffany Parsons, City Clerk/Secretary

Prepared by:

Tiffany Parsons, City Clerk/Secretary



Land Bank Agenda Item

Meeting Date: July 15, 2025
From: Josh White, Principal Planner
Item: 2025 Land Band Budget

Motion: Approve the 2026 Land Bank Budget. **(Voice Vote)**

Background:

Each year 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.

Commission Options:

1. Approve the 2026 Budget
2. Table the 2026 Budget for further discussion

Attachments:

1. Proposed 2026 Budget for Land Bank Fund 31

Approved for Agenda by:



Randy Frazer, City Manager

City of Arkansas City

FUND PAGE FOR FUNDS WITH NO TAX LEVY

| Adopted Budget Land Bank 31 | Prior Year Actual for 2024 | Current Year Estimate for 2025 | Proposed Budget Year for 2026 |
|---|-------------------------------|-----------------------------------|----------------------------------|
| Unencumbered Cash Balance Jan 1 | 16,609 | 17,990 | 17,673 |
| Receipts: | | | |
| Sale of Property | 1,501 | 2,000 | 5,000 |
| | | | |
| | | | |
| Interest on Idle Funds | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% Total Rec | | | |
| Total Receipts | 1,501 | 2,000 | 5,000 |
| Resources Available: | 18,110 | 19,990 | 22,673 |
| Expenditures: | | | |
| Capital Outlay | 120 | 2,317 | 22,673 |
| | | | |
| | | | |
| | | | |
| Cash Reserve (2026 column) | | | |
| Miscellaneous | | | |
| Does miscellaneous exceed 10% Total Exp | | | |
| Total Expenditures | 120 | 2,317 | 22,673 |
| Unencumbered Cash Balance Dec 31 | 17,990 | 17,673 | 0 |
| 2024/2025/2026 Budget Authority Amount | 21,451 | 21,489 | 22,673 |



Land Bank Board of Trustees

Agenda Item

Meeting Date: 7/15/2025
 From: Josh White
 Item: Transfer 518 & 522 N D St to Cowley House of Hope, Inc.

Motion: Approve the transfer of real estate at 518 & 522 N D Street owned by the Arkansas City Land Bank to Cowley House of Hope, Inc. **(Voice Vote)**

Background: Cowley House of Hope, Inc. has requested to purchase the properties at 518 & 522 N D Street. The organization meets the requirements of the land bank program. They propose to develop the property with a two family home. The County Appraised Value for these properties is \$11,220. A contract for purchase and deed are included in the packet. Staff recommend granting the property to Cowley House of Hope, Inc. at no charge since they are a nonprofit. This would also give Cowley House of Hope additional site layout options to develop their project.

Commission Options:

1. Agree to transfer the property to Cowley House of Hope, Inc. for \$1
2. Agree to a different price
3. Decline the application for purchase
4. Table for further discussion

Fiscal Impact: Amount:

Fund: Department: Expense Code:

☐ Included in budget ☐ Grant ☐ Bonds ☐ Other Not Budgeted

Attachments:

Approved for Agenda by:



Randy Frazer, City Manager

REAL ESTATE SALES CONTRACT

THIS AGREEMENT made and entered this ____ day of _____ 2025, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **COWLEY HOUSE OF HOPE, INC., a 501c(3) non-profit organization**, 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 518 & 522 N D Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 1-4, Block 15, Original Town, Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: _____ 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:

Cowley House of Hope, Inc.

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came _____, of Cowley House of Hope, Inc., 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: Chad D. Beeson

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Cowley) ss:

Be it remembered, that on this _____ day of _____ 2025, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Chad D Beeson, 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**,
by way of gift, donation, or contribution, the receipt of which is hereby acknowledged, does hereby
convey and warrant unto:

GRANTEE, **COWLEY HOUSE OF HOPE, INC., a 501c(3) non-profit organization**,
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 1-4, Block 15, Original Town, Arkansas City, Cowley County, Kansas
Commonly known as 518 and 522 North D Street.**

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 _____ 2025.

The City of Arkansas City, Kansas Landbank Board of Trustees

By: Chad D. Beeson, President

STATE OF KANSAS)
COUNTY OF COWLEY) ss:

On this ____ day of _____ 2025, before me, a Notary Public within and for said County and
State, having first been duly sworn under oath, personally appeared: Chad D. Beeson, 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 Land Bank 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.