



City of Arkansas City

LAND BANK BOARD OF TRUSTEES

AGENDA

Tuesday, October 5, 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/408267765>

You can also dial in using your phone:

United States: +1 (408) 650-3123

Access Code: 408-267-765

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 September 7, 2021, special meeting minutes as written. **(Voice Vote)**

III. Business

1. Approve the transfer of real estate at 801 N. F St., owned by the Arkansas City Land Bank, to Kenneth & Marvelene Davis. **(Voice Vote)**
2. Approve the transfer of real estate at 703 N. D St., owned by the Arkansas City Land Bank, to Michael & Jackie Hunt. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Items for Land Bank Board Action

Meeting Date: October 5, 2021
From: Andrew Lawson, Public Information Officer
Item: Approving September 7, 2021 Minutes

Title: Approve the September 7, 2021, 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.

Attachments:

- 1. September 7, 2021 Minutes

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", 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 special session at **5:00 p.m. Tuesday, September 7, 2021**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Ark City.

President **Scott Rogers** called the meeting to order. Others present at roll call were Vice President **Kanyon Gingher**, Trustee **Duane Oestmann** Trustee **Jay Warren** and Trustee **Karen Welch**.

City employees present at the meeting were City Manager **Randy Frazer**, City Attorney **Larry Schwartz**, City Clerk/Secretary **Lesley Shook**, Public Information Officer **Andrew Lawson**, Principal Planner **Josh White**, Building Official **Mike Bellis**, Management Assistant **Mike Crandall**, Finance Director/Treasurer **Jennifer Waggoner**, Accountant **Amy Roberts** and Public Services Superintendent **Tony Tapia**. Also present were **Curtis Freeland**, representing Ark City Habitat for Humanity; **Thaniel Monaco**; and local citizens **Larry Gilmore** and **Rafael Villagomez**.

Agenda Approval

Trustee Oestmann made a motion to approve the agenda as presented. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion.

President Rogers declared the agenda **approved** as presented.

Minutes

Trustee Welch made a motion to approve the **July 20, 2021**, regular meeting minutes as written.

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

President Rogers declared the minutes **approved**.

Business

Transfer of 1304 S. A St.

Secretary Shook presented for discussion the transfer of real estate located at **1304 South A St.**, owned by the Arkansas City Land Bank, to **Rafael Villagomez**, of Arkansas City.

Principal Planner White said Villagomez owns the adjacent property and plans to build a garage on this property in the future. He meets program requirements, so White recommended the transfer.

The county appraised value and recommended purchase price for this property is **\$2,970.00**. The actual legal description of the parcel to be transferred to Villagomez is **Lots 3 and 4, Block 228, Enterprise Addition to Arkansas City, Cowley County, Kansas**.

Ark City Land Bank Board of Trustees – Regular Meeting Minutes

President Rogers made a motion to approve the real estate transfer with a proposed purchase price of **\$2,970.00**. Trustee Warren seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Transfer of 838 S. F St.

Secretary Shook presented for discussion the transfer of real estate located at **838 South F St.**, owned by the Arkansas City Land Bank, to **Habitat for Humanity**, of Arkansas City.

Principal Planner White said Habitat plans to develop the parcel as a new single-family home.

The county appraised value and proposed purchase price for this property is **\$6,620.00**, but staff recommends granting the property to Habitat for Humanity at no charge since it is a nonprofit.

Curtis Freeland said this will be the site of the 21st home constructed by Habitat in Arkansas City.

The actual legal description of the parcel to be transferred to Habitat for Humanity is **Lots 9, 10 and 11, Block 182, Walnut Grove Addition to Arkansas City, Cowley County, Kansas**.

President Rogers made a motion to approve the real estate transfer with a proposed purchase price of **\$1.00**. Trustee Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Transfer of 515 S. 6th St.

Secretary Shook presented for discussion the transfer of real estate located at **515 S. Sixth St.**, owned by the Arkansas City Land Bank, to **Habitat for Humanity**, of Arkansas City.

Principal Planner White said Habitat also plans to develop this parcel as a new single-family home.

The county appraised value and proposed purchase price for this property is **\$7,940.00**, but staff again recommends granting the property to Habitat for Humanity at no cost since it is a nonprofit.

Curtis Freeland said this will be the site of the 22nd home constructed by Habitat in Arkansas City.

The actual legal description of the parcel to be transferred to Habitat for Humanity is **Lots 19, 20, 21, 22 and 23, Block 120, Original Townsite to Arkansas City, Cowley County, Kansas**.

Trustee Welch made a motion to approve the real estate transfer with a proposed purchase price of **\$1.00**. Trustee Oestmann 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

Transfer of 901 E. Kansas Ave.

Secretary Shook presented for discussion the transfer of real estate located at **901 E. Kansas Ave.**, owned by the Arkansas City Land Bank, to **Richard R. “Randy” Duncan II**, of Arkansas City.

Principal Planner White said Duncan plans to combine this parcel with his property to the south at **903 E. Kansas Ave.** He is aware of the floodplain requirements and meets Land Bank requirements.

The county appraised value and proposed purchase price for this property is **\$5,030.00**. White recommended approving the transfer so as to put the property back onto the property tax rolls.

Trustee Warren made a motion to approve the real estate transfer with a proposed purchase price of **\$5,030.00**. Trustee Oestmann seconded the motion. A voice vote was **unanimous** in favor of the motion. President Rogers declared the motion **approved**.

Adjournment

President Rogers made a motion to adjourn the meeting. Trustee Warren 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**

Scott Rogers, President

ATTEST:

Lesley Shook, Secretary

Prepared by:

Andrew Lawson, Public Information Officer



Items for Land Bank Board Action

Meeting Date: 10/5/2021
From: Josh White, Principal Planner
Item: Transfer 801 N F Street to Kenny & Marvie Davis

Title: Approve the transfer of real estate at 801 N F Street owned by the Arkansas City Land Bank to Kenneth & Marvelene Davis.

Background:

Kenny & Marvie Davis have requested to purchase the property at 801 N F Street. They meet the requirements of the land bank program. They plan to construct a shop building on the lot. The county appraised value for this property is \$3,800. Staff recommends selling the property to them for the county appraised value

Board Options:

- 1. Agree to transfer the property the Davises for the county appraised value of \$3,800.
- 2. Agree to sell the property for an alternate price
- 3. Decline the application for purchase

Approved for Agenda by:

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

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 **KENNETH R. and MARVELENE S. DAVIS, husband and wife, as joint tenants with rights of survivorship and not as tenants in common**, 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 901 E Kansas Avenue, Arkansas City, Cowley County, Kansas and legally described as:

Lots 5, 6, 7, Block 3, McLaughlin’s Addition to the City of Arkansas City, Cowley County, Kansas more commonly known as 801 North “F” Street

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Three Thousand Eight Hundred Dollars (\$3,800.00), 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:

Kenneth R. Davis

Marvelene S. Davis

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 Kenneth R. Davis, 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:

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 Marvelene S. Davis, 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, **KENNETH R. and MARVELENE S. DAVIS, husband and wife, as joint tenants with rights of survivorship and not as tenants in common,**

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 5, 6, 7, Block 3, McLaughlin’s Addition to the City of Arkansas City, Cowley County, Kansas more commonly known as 801 North “F” 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 _____ 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: 10/5/2021
From: Josh White, Principal Planner
Item: Transfer 703 N D Street to Michael & Jackie Hunt

Title: Approve the transfer of real estate at 703 N D Street owned by the Arkansas City Land Bank to Michael & Jackie Hunt.

Background:

Michael & Jackie Hunt have requested to purchase the property at 703 N D Street. They meet the requirements of the land bank program. They plan to combine it with the property they own at 709 N D Street. 703 is currently too small to develop but could be combined with 709 to make a developable property. The county appraised value for this property is \$2,480. The Hunts have requested the property be transferred to them for \$0 due to it currently being too small to develop. Staff sees no issue with this as they could combine the lots together to make a properly sized residential lot.

Board Options:

1. Agree to transfer the property the Hunts for \$0
2. Agree to sell the property for the county appraised value of \$2,480 or an alternate 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 **MICHAEL A. & JAQUELINE R. HUNT, husband and wife, as joint tenants with rights of survivorship and not as tenants in common**, 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 703 N D Street, Arkansas City, Cowley County, Kansas and legally described as:

Lot 19 and the South Half of Lot 20, Block 25, Original Town, Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYER hereby covenant and agree to pay unto SELLER the full sum of: Two Thousand, Four Hundred and Eighty Dollars (\$2,480.00), 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:

Michael A. Hunt

Jacqueline R. Hunt

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 Michael A. Hunt, 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:

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 Jacqueline R. Hunt, 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, MICHAEL A. and JACQUELINE R. HUNT, husband and wife, as joint tenants with rights of survivorship and not as tenants in common,

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 19 and the South Half of Lot 20, Block 25, Original Town, 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: