



# City of Arkansas City

## LAND BANK BOARD OF TRUSTEES MEETING

### AGENDA

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Tuesday, December 20, 2022 at 5:00 PM – Commission Room, City Hall – 118 W. Central Ave

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<https://meet.goto.com/453123581>

You can also dial in using your phone.

United States: +1 (312) 757-3121  
- One-touch: tel:+13127573121,,453123581#  
Access Code: 453-123-581

#### 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 October 4, 2022, special meeting minutes as written. **(Voice Vote)**

#### III. Business

1. Transfer real estate at 1438 N Summit Street owned by the Arkansas City Land Bank to \_\_\_\_\_ **(Voice Vote)**

#### IV. Adjourn to City Commission Meeting



# Items for Land Bank Board Action

**Meeting Date:** December 20, 2022  
**From:** Lesley Shook, City Clerk  
**Item:** Approving October 4, 2022 Minutes

**Title:** Approve the October 4, 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 be "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager



# City of Arkansas City

## LAND BANK BOARD OF TRUSTEES MEETING

### MINUTES

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

#### ROUTINE BUSINESS

1. Roll Call

**PRESENT**

Trustee Scott Rogers  
Trustee Jay Warren  
Vice President Diana Spielman  
President Canyon Gingher

**ABSENT**

Trustee Charles Jennings

2. Additions or Deletions to the Agenda

- Remove item #1 under business “Transfer real estate at 118 S. 9<sup>th</sup> Street owned by the Arkansas City Land Bank to Lydia Holguin”.

*Motion made by Vice President Spielman, Seconded by Trustee Warren to approve the removal of item #1 under business.*

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

3. Approval of the Agenda

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

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

#### Minutes

1. Approve the July 19, 2022, special meeting minutes as written.

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

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

#### Business

1. Transfer real estate at 608 S 4th Street owned by the Arkansas City Land Bank to the City of Arkansas City. Rupe Helmer Group LLC originally requested to purchase the property at 608 S 4<sup>th</sup> Street in 2021. Due to some title work issues as well as modifications to the site plan, it appears more desirable

Section II, Item 1.

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 several 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.

*Motion made by Vice President Spielman, Seconded by Trustee Rogers to approve a transfer of real estate at 608 S. 4<sup>th</sup> street owned by the Arkansas City Land Bank to the City of Arkansas City.*

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

**Adjourn**

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

Voting Yea: 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:** December 20, 2022  
**From:** Josh White, Neighborhood Services  
**Item:** Transfer 1438 N. Summit Street

**Purpose:** Transfer real estate at 1438 N Summit Street owned by the Arkansas City Land Bank to \_\_\_\_\_ . **(Voice Vote)**

**Background:**

The City has received two applications for the property at 1438 N Summit Street. The property was acquired by the City in 2018. It was purchased in anticipation of Summit Street being widened in the future for \$12,884.83. That project never played out but a permanent right-of-way easement was placed on the front 10 feet of the property in 2019. The property was also transferred to the Land Bank in 2019. The county appraised value is \$14,580

Mike & Jennifer Munson have requested to purchase the property. They meet the requirements of the land bank program. This property is adjacent to Munson Insurance Agency and would be used to square up their adjacent property. At this time the lot is covered in crushed rock and no immediate changes to that condition are proposed. The Munson’s have proposed a purchase price of \$1.

Brew Crew Properties LLC a franchisee of Scooter’s Coffee has also request to purchase the property. They meet the requirements of the land bank program. If transferred to Brew Crew Properties, a portion of the property to the south would be combined with this property for the development of the coffee kiosk. The applicant is offering \$14,580.

**Board Options:**

1. Agree to sell the property to Michael J. and Jennifer L. Munson for \$1.
2. Agree to sell the property to Brew Crew Properties LLC for \$14,580.
2. Agree to a different price for either offer
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 \_\_\_\_\_ 2023, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **MICHAEL J. AND JENNIFER L. MUNSON**, herein referred to as **BUYERS**.

**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 BUYERS, SELLER shall convey unto the BUYERS, 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 1438 N Summit Street, Arkansas City, Cowley County, Kansas and legally described as:

**Tract in the South Half of the Northwest Quarter of Section 19, Township 34 South, Range 4 East of the 6<sup>th</sup> P.M., described as follows: Beginning 529 feet North and 30 feet East of the Southwest corner of said Quarter section; thence North 41 feet, thence East 125 feet; thence South 41 feet; thence West 125 feet to the point of beginning, Cowley County, Kansas, more commonly known as 1438 N Summit Street, Arkansas City, Kansas.**

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: One Dollar (\$1.00), on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYERS 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:

BUYERS 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 BUYERS.

SECTION SEVEN: ADDITIONAL PROVISIONS:

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.

BUYERS:

**MICHAEL J. MUNSON**

\_\_\_\_\_  
By: Michael J. Munson

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 Michael J. Munson, 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:

JENNIFER L. MUNSON

\_\_\_\_\_  
By: Jennifer L. Munson

ACKNOWLEDGMENT

STATE OF KANSAS        )  
COUNTY OF Cowley    ) ss:

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Jennifer L. Munson, 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: Diana Spielman  
President

ACKNOWLEDGMENT

STATE OF KANSAS        )  
COUNTY OF Cowley    ) ss:

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, before me, the undersigned, a Notary Public in and for the aforesaid County and State aforesaid, came Diana Spielman, 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**

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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, MICHEAL J. AND JENNIFER L. MUNSON, 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:

**Tract in the South Half of the Northwest Quarter of Section 19, Township 34 South, Range 4 East of the 6<sup>th</sup> P.M., described as follows: Beginning 529 feet North and 30 feet East of the Southwest corner of said Quarter section; thence North 41 feet, thence East 125 feet; thence South 41 feet; thence West 125 feet to the point of beginning, Cowley County, Kansas, more commonly known as 1438 N Summit Street, Arkansas City, Kansas.**

WITNESS Grantor’s hand this the \_\_\_\_ day of \_\_\_\_\_ 2023.

The City of Arkansas City, Kansas Landbank Board of Trustees

\_\_\_\_\_  
By: Diana Spielman, President

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: DIANA SPIELMAN, 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 **BREW CREW PROPERTIES 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 BUYERS, SELLER shall convey unto the BUYERS, 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 1438 N Summit Street, Arkansas City, Cowley County, Kansas and legally described as:

**Tract in the South Half of the Northwest Quarter of Section 19, Township 34 South, Range 4 East of the 6<sup>th</sup> P.M., described as follows: Beginning 529 feet North and 30 feet East of the Southwest corner of said Quarter section; thence North 41 feet, thence East 125 feet; thence South 41 feet; thence West 125 feet to the point of beginning, Cowley County, Kansas, more commonly known as 1438 N Summit Street, Arkansas City, Kansas.**

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: [INSERT PRICE HERE] on the date of closing, which shall occur no later than 180 days after execution of this Contract.

SECTION THREE: TAXES:

BUYERS 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:

BUYERS 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 BUYERS.

SECTION SEVEN: ADDITIONAL PROVISIONS:

The transfer of this property is conditional on approval by the Scooter’s Coffee Corporation Real Estate team and on approval of a sale of a portion of 1428 N Summit Street.

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.

BUYERS:

**MICHAEL J. MUNSON**

\_\_\_\_\_  
By: Ryan Kromer

ACKNOWLEDGMENT

STATE OF KANSAS        )  
COUNTY OF \_\_\_\_\_ ) 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 Ryan Kromer, 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: Diana Spielman  
President

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 Diana Spielman, 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, **BREW CREW PROPERTIES, 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:

**Tract in the South Half of the Northwest Quarter of Section 19, Township 34 South, Range 4 East of the 6<sup>th</sup> P.M., described as follows: Beginning 529 feet North and 30 feet East of the Southwest corner of said Quarter section; thence North 41 feet, thence East 125 feet; thence South 41 feet; thence West 125 feet to the point of beginning, Cowley County, Kansas, more commonly known as 1438 N Summit Street, Arkansas City, Kansas.**

WITNESS Grantor’s hand this the \_\_\_\_ day of \_\_\_\_\_ 2022.

The City of Arkansas City, Kansas Landbank Board of Trustees

\_\_\_\_\_  
By: Diana Spielman, President

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: DIANA SPIELMAN, 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: