



LAND BANK BOARD OF TRUSTEES MEETING AGENDA

Tuesday, May 06, 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 March 4, 2025, special meeting minutes as written. **(Voice Vote)**

III. Business

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

IV. Adjourn to City Commission Meeting



Land Bank Board of Trustees Agenda Item

Meeting Date: May 6, 2025

From: Tiffany Parsons, City Clerk

Item: Approve March 4, 2025, Special Meeting Minutes

Title: Approve March 4, 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 SPECIAL MEETING MINUTES

Tuesday, March 4, 2025 at 5:00 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
President Chad Beeson

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

2. Addition and deletions to the agenda.

City Manager Frazer noted a correction to the agenda under Item No. 2 - Minutes, changing November 5, 2024, special meeting minutes to reflect January 21, 2025, regular meeting minutes. The amended agenda was presented at the meeting.

Motion made by Seconded by Vice President Stover, Seconded by Trustee Warren to approve the amendment to the agenda.

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

Minutes

1. Approve the January 21, 2025, regular meeting minutes as written

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

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

Business

1. Transfer real estate at 706 E. Madison Ave. owned by the Arkansas City Land Bank to Bradley and Deborah Kimmell.

Principal Planner White provided a brief background on this property, originally acquired by the city through the FEMA buyout program back in 1999, where funding was provided to demolish the building. The City Land Bank then acquired the vacant property years later after a failed property sale transaction. The Kimmell's own the property next door, at 708 E. Madison Ave., and are interested in expanding the parking lot with the purchase of this real estate.

Motion made by Trustee Spielman and seconded by President Beeson, to approve the transfer of real estate at 706 E. Madison Ave. owned by the Arkansas City Land Bank to Bradley and Deborah Kimmell for a price of \$2,000.00.

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

Adjourn

Section II, Item 1.

Motion made by President Beeson, Seconded by Vice President Stover to adjourn the meeting.

Voting Yea: Voice vote was unanimous in favor of the motion. President Beeson declared the motion approved.

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

Chad D. Beeson, President

(Seal)

ATTEST:

Tiffany Parsons, City Clerk/Secretary

Prepared by:

Tiffany Parsons, City Clerk/Secretary

DRAFT



Land Bank Agenda Item

Meeting Date: May 6, 2025
 Dept./Division: Neighborhood Services
 Staff Contact: Josh White, Principal Planner
 Item: Transfer 426 S Summit Street
 (Land Bank to Wolferton)

Title: Transfer real estate located at 426 S Summit Street, owned by the Arkansas City Land Bank to Wolferton Black Holdings LLC. **(Voice Vote)**

Background: Neighborhood Services Josh White Transfer 426 S Summit Street

The City has received an application for the property at 426 S Summit Street. It 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. The county appraised value is \$66,360.

Wolferton Black Holdings LLC has requested to purchase the property. They meet the requirements of the land bank program. They 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. The site would then be redeveloped as extended stay lodging. At the meeting, city commissioners expressed some concerns about the viability of the project and wanted to ensure contractual provisions covered the City. 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.

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.

Board Options:

1. Agree to sell the property to Wolferton Black Holdings LLC for \$1
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 _____ 2025, by and between **THE CITY OF ARKANSAS CITY, KANSAS LAND BANK BOARD OF TRUSTEES**, herein referred to as **SELLER**, and **WOLFERTON BLACK HOLDINGS 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 Statutory 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 426 South Summit Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 9, 10, 11, 12, 13, and 14, Block 71 to the City of Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: \$1 (One Dollar) 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:

ADDITIONAL PROVISIONS TO BE ADDED

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

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

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

BUYERS:

WOLFERTON BLACK HOLDINGS LLC

By: Brittany Carder

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF _____) 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 Brittany Carder, 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.

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: Chad D. Beeson
President

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**,
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, **WOLFERTON BLACK HOLDINGS, 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 9, 10, 11, 12, 13, and 14, Block 71 to the City of Arkansas City, Cowley County, Kansas.

Commonly known as 426 South Summit Street, 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 _____ 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 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: