



LAND BANK BOARD OF TRUSTEES SPECIAL MEETING AGENDA

Tuesday, August 19, 2025 at 5:00 PM – Commission Room, City Hall — 118 W. Central Ave

Please join our meeting and subscribe to our YouTube channel:
<https://www.youtube.com/@cityofarkansascitykansas895>



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 July 15, 2025, regular meeting minutes as written. **(Voice Vote)**

III. Business

1. Approve the transfer of real estate at 924 S 6th Street owned by the Arkansas City Land Bank to Randy Frank. **(Voice Vote)**
2. Approve the transfer of real estate at 902-906 S F Street owned by the Arkansas City Land Bank to Habitat for Humanity of Arkansas City. **(Voice Vote)**

IV. Adjourn to City Commission Meeting



Land Bank Board of Trustees Agenda Item

Meeting Date: August 19, 2025

From: Tiffany Parsons, City Clerk

Item: Approve July 15, 2025, Regular Meeting Minutes

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

Routine Business

1. Roll Call

PRESENT:

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

ABSENT:

Trustee Jay Warren

City staff present: City Manager Randy Frazer, City Clerk Tiffany Parsons, Communication Director Shana Adkisson, and Neighborhood Services Director Mike Bellis.

2. Addition and deletions to the agenda.

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

Motion made by Vice-President Tad Stover, seconded by Trustee Tweedy III, to approve the agenda as written.

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

Minutes

1. Approve the May 6, 2025, special meeting minutes as written.

Motion made by Trustee Warren, seconded by Vice-President Tad Stover to approve the minutes as written.

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

Business

1. Approve the 2026 Land Bank Budget.

The Land Bank Board of Trustees reviewed the proposed 2026 Land Bank Fund (Fund 31) budget, and City Manager Frazer explained that it projects an unencumbered cash balance of \$17,673 in January, plus an estimated \$5,000 from a property sale, for total available resources of \$22,673 for potential property purchases or other Land Bank needs.

Motion made by Vice-President Tad Stover, seconded Trustee Tweedy III, to approve the approve the 2026 Land Bank Budget as written.

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

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.

City Manager Frazer recalled that at the Friday work session, the Cowley House of Hope, Inc. presenters were directed by the Commission to meet with the neighborhood and gather input, with the intent to table the item at this meeting.

Motion made by Trustee Spielman, seconded Trustee Tweedy III, to table this item until a later date.

Voting Yea: President Beeson, Vice-President Stover, Trustee Spielman, and Trustee Tweedy III. Motion to table passed.

Adjourn

Motion made by President Beeson, Vice-President Stover 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**

(Seal)

Chad D. Beeson, President

ATTEST:

Tiffany Parsons, City Clerk/Secretary

Prepared by:

Tiffany Parsons, City Clerk/Secretary



Land Bank Board of Trustees

Agenda Item

Meeting Date: 8/19/2025
From: Josh White
Item: Transfer 924 S 6th St to Randy Frank

Motion: Approve the transfer of real estate at 924 S 6th Street owned by the Arkansas City Land Bank to Randy Frank **(Voice Vote)**

Background: Randy Frank has requested the property at 924 South 6th Street. Mr. Frank meets the requirements of the land bank program. He proposes to develop the property with a single-family home. The County Appraised Value for this property is \$4,360. The city acquired the property from the tax sale in 2022 for \$200. Staff recommend selling the property for the county appraised value.

Commission Options:

- 1. Agree to transfer the property to Randy Frank for the county appraised value of \$4,360
- 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 **RANDY FRANK and his wife**, 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 924 S 6th Street, Arkansas City, Cowley County, Kansas and legally described as:

Lots 9, 10, 11 and 12, Gooch's Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYERS 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:

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:

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:

RANDY FRANK

By: Randy Frank

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 Randy Frank, 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:

_____ FRANK

By: _____ Frank

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 _____, 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, **RANDY FRANK & MRS. FRANK**, 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 9, 10, 11 and 12, Gooch's Addition to Arkansas City, Cowley County, Kansas.

Commonly known as 924 South 6th 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 and shall develop the property with a dwelling 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:



Land Bank Board of Trustees

Agenda Item

Meeting Date: 8/19/2025
 From: Josh White
 Item: Transfer 902-906 S F Street to Habitat for Humanity

Motion: Approve the transfer of real estate at 902-906 S F Street owned by the Arkansas City Land Bank to Habitat for Humanity of Arkansas City. **(Voice Vote)**

Background: Habitat for Humanity has requested the properties at 902-906 South F Street. The organization meets the requirements of the land bank program. They propose to develop the property with a single-family home. The County Appraised Value for this property is \$8,040. The city acquired the 902 property from the tax sale in 2020 for \$50 and the 906 property from the tax sale in 2022 for \$50. 906 is otherwise too small to develop so staff recommend transferring both properties together. 902 has been transferred in the past to several people going back to the 1998 Flood buyout but the property was returned to the City multiple times. This time, it was taken by the county in a tax sale so the Land Bank reacquired it again in 2020. Habitat for Humanity has proven they will fully develop properties and will meet the terms of the contract.

In the past, the Land Bank always donated property to Habitat for Humanity when they requested it. Staff recommend donating the property to Habitat for Humanity.

Commission Options:

1. Agree to transfer the property to Habitat for Humanity 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

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, **HABITAT FOR HUMANITY OF ARKANSAS CITY, a 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:

The North Half of Lot 28 and all of Lots 29-33, Block 5, Hill Addition to Arkansas City, Cowley County, Kansas.

Commonly known as 902-906 South F 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 and shall develop the property with a dwelling 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:

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.

REAL ESTATE SALES CONTRACT

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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 902-906 S F Street, Arkansas City, Cowley County, Kansas and legally described as:

The North Half of Lot 28 and all of Lots 29-33, Block 5, Hill Addition to Arkansas City, Cowley County, Kansas.

SECTION TWO: PURCHASE PRICE:

BUYERS 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:

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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:

RANDY FRANK

By: Randy Frank

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 Randy Frank, 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:

_____ **FRANK**

By: _____ Frank

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 _____, 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: