



City of Arkansas City

LAND BANK BOARD OF TRUSTEES MEETING

AGENDA

Tuesday, March 4, 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 the November 5, 2024, special meeting minutes as written. **(Voice Vote)**

III. Business

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

IV. Adjourn to City Commission Meeting



Land Bank Board of Trustees Agenda Item

Meeting Date: March 4, 2025
From: Tiffany Parsons, City Clerk
Item: Approve the January 21, 2025, Regular Meeting Minutes

Title: Approve the January 21, 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", written over a horizontal line.

Randy Frazer, City Manager



City of Arkansas City

LAND BANK BOARD OF TRUSTEES

MEETING MINUTES

Tuesday, January 21, 2025 at 5:00 PM — Commission Room, City Hall — 118 W. Central Ave

Routine Business

1. Roll Call

PRESENT:

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

2. There were no additions or deletions to the agenda.

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

Voting Aye: Trustee Spielman, Trustee Stover, Trustee Tweedy III, Vice President Beeson, President Warren. Motion passed.

Minutes

1. Approve the November 5, 2024, special meeting minutes as written

Motion made by Trustee Stover, Seconded by Trustee Tweedy III to approve the minutes as written.

Voting Aye: Trustee Spielman, Trustee Stover, Trustee Tweedy III, Vice President Beeson, President Warren. Motion passed. President Warren declared the motion approved.

Business

1. Select Chair for 2025

Motion made by Trustee Spielman and seconded by President Warren, to nominate Vice President Chad Beeson as the Chair of the Land Bank Board of Trustees.

Voting Aye: Voice vote was unanimous in favor of the motion. President Warren declared the motion approved, further announcing newly appointed President Beeson as in charge of the meeting moving forward.

2. Select Vice Chair for 2025

Motion made by Trustee Warren and seconded by Trustee Tweedy III, to nominate Trustee Tad Stover to be the Vice Chair for the Land Bank Board of Trustees.

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

3. Select Secretary for 2025

Motion made by Trustee Warren and seconded by Trustee Spielman to re-elect City Clerk Tiffany Parsons as Secretary for the Land Bank Board of Trustees.

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

4. Select Treasure for 2025

Motion made by Trustee Warren and seconded by Vice President Stover, to re-elect Finance Director/City Treasurer Jennifer Waggoner as Treasurer for the Land Bank Board of Trustees.

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

5. Receive and approve 2024 Annual Report

Principal Planner Josh White spoke of the two properties sold in 2024 as mentioned in the previous meeting, however the city did not purchase any properties last year. The city was unable to purchase at tax sale due to high bid over \$1,000 on vacant lots. A full financial report was given to the board.

Motion made by President Beeson and seconded by Trustee Spielman to approve the 2024 Annual Report.

Voting Aye: Trustee Spielman, Trustee Tweedy III, Trustee Warren, Vice President Stover, and President Beeson. President Beeson declared the motion approved.

6. Review and approve the inventory of property

Principal Planner White stated that there are currently 20 properties in the Land Bank and noted that staff annually publishes the inventory in the newspaper, with both the inventory and map available to the public on the city website. The board discussed reviewing other city-owned properties not currently in the Land Bank and the possibility of transferring them to expand advertising efforts for public purchase of vacant lots in the near future.

Motion made by Trustee Stover and seconded by Trustee Tweedy III, to approve the inventory of property as listed.

Voting Aye: Trustee Spielman, Trustee Tweedy III, Trustee Warren, Vice President Stover, and President Beeson. President Beeson declared the motion approved.

7. Discuss Lank Bank Sales Plan, Bylaws and Policies

Principal Planner White directed the board to the current documents listed in the packet, including a copy of the Bylaws that were made available in the packet giving the board an opportunity to review. No changes were proposed by Principal Planner White or staff this time.

Adjourn

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

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

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

Jay Warren, 2024 Chair

Chad D. Beeson, 2024 Vice Chair

(Seal)

ATTEST:

Tiffany Parsons, City Clerk/Secretary

Prepared by:

Tiffany Parsons, City Clerk/Secretary

DRAFT



Items for Land Bank Board Action

Meeting Date: 3/4/2025
From: Josh White, Principal Planner
Item: Transfer 706 E. Madison Ave. to Bradley and Deborah Kimmell

Title: Transfer real estate at 706 E. Madison Ave. owned by the Arkansas City Land Bank to Bradley and Deborah Kimmell. **(Voice Vote)**

Background:

The City has received an application for the property at 706 E Madison Avenue. It was originally acquired by the City in the FEMA Flood Buyout Program in 1999. The flood damaged structure was then removed under that program. The cost of demolition was \$12,530 but that was likely covered under the buyout program. In 2013 the property was sold to a couple interested in building a home on the site, but the project never materialized, and the property was transferred back to the City in 2018. The property was acquired by the Land Bank in 2019. The county appraised value is \$11,100.

Bradley & Deborah Kimmell have requested to purchase the property. They meet the requirements of the land bank program. They plan to expand their business (Weedout Lawn and Tree) located next door to the property at 708 E Madison Avenue. 706 is currently zoned residential and will likely require a rezone to accommodate their project. Staff see no issue with the processing of the rezone. The Kimmell’s have proposed a purchase price of \$2,000. Staff feel that although the appraised value is \$11,100, that the proposed price of \$2,000 is reasonable considering the City (or the land bank) has little cost in the property besides mowing and has held the property for more than 25 years. Staff recommend the requirement that the property have no code violations for 1 year from the date of the deed.

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 Bradley & Deborah Kimmell for \$2,000.
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 **BRADLEY KIMMELL & DEBORAH KIMMELL**, 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 706 E Madison Avenue, Arkansas City, Cowley County, Kansas and legally described as:

**Lots 1- 2 of Block 1 Madison Avenue Addition to Arkansas City, Cowley County, Kansas
AND**

That portion of Tract Seven (7) of Lewis Sub- division of the South 55 acres of the Southeast Quarter of Section 30, Township 34 South, Range 4 East, Cowley County, Kansas, described as follows:

Beginning at a point 50 feet East of said Southwest corner on the South section line of Section 30; thence North 258. 8 feet parallel to the West line of said Tract 7; thence East 102 feet parallel with the South line of said Section 30; thence South 258. 8 feet parallel to the West line of said Tract 7; thence West 102 feet along the South line of said Section 30 to point of beginning, except highway right of way;

AND

A portion of Tract 7, of Lewis Sub- division of South 55 acres of Section 30, Township 34 South, Range 4 East, described as follows:

From the Southwest Corner of the Southeast Quarter, Section 30, Township 34 South, Range 4 East, 50 feet East along the South Section Line of Section 30, thence North 258. 8 feet parallel to the West line of Tract 7, to the point of beginning; thence North 20.0 feet parallel to the West line of Tract 7, thence East 102. 0 feet parallel to the South Section Line of Section 30, thence South 20.0 feet parallel to the West Line of Tract 7, thence West 102.0 feet parallel to the South Section Line of Section 30 to the point of beginning.

SECTION TWO: PURCHASE PRICE:

BUYERS hereby covenant and agree to pay unto SELLER the full sum of: \$ _____ (_____ Dollars) 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 construct a home on 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:

BRADLEY KIMMELL

By: Bradley Kimmell

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 Bradley Kimmell, 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:

DEBORAH KIMMELL

By: Deborah Kimmell

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 Deborah Kimmell, 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: Chad D. Beeson
Chair

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 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, BRADLEY KIMMELL & DEBORAH KIMMELL, 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 1- 2 of Block 1 Madison Avenue Addition to Arkansas City, Cowley County, Kansas
AND**

That portion of Tract Seven (7) of Lewis Sub- division of the South 55 acres of the Southeast Quarter of Section 30, Township 34 South, Range 4 East, Cowley County, Kansas, described as follows:

Beginning at a point 50 feet East of said Southwest corner on the South section line of Section 30; thence North 258. 8 feet parallel to the West line of said Tract 7; thence East 102 feet parallel with the South line of said Section 30; thence South 258. 8 feet parallel to the West line of said Tract 7; thence West 102 feet along the South line of said Section 30 to point of beginning, except highway right of way;

AND

A portion of Tract 7, of Lewis Sub- division of South 55 acres of Section 30, Township 34 South, Range 4 East, described as follows:

From the Southwest Corner of the Southeast Quarter, Section 30, Township 34 South, Range 4 East, 50 feet East along the South Section Line of Section 30, thence North 258. 8 feet parallel to the West line of Tract 7, to the point of beginning; thence North 20.0 feet parallel to the West line of Tract 7, thence East 102. 0 feet parallel to the South Section Line of Section 30, thence South 20.0 feet parallel to the West Line of Tract 7, thence West 102.0 feet parallel to the South Section Line of Section 30 to the point of beginning.

Commonly known as 706 E Madison Avenue, 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, Chair

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: