Neighborhood and Community Development Committee

Standing Committee Meeting Agenda

Monday, April 1, 2019
5:00 PM

Location:
Municipal Office Building
701 N 7th Street
Kansas City, Kansas 66101
5th Floor Conference Room (Suite 515)

Name	Absent
Commissioner Brian McKiernan, Chair	☐
Commissioner Tom Burroughs	☐
Commissioner Gayle E. Townsend	☐
Commissioner Ann Brandau-Murguia	☐
Commissioner James Walters	☐

I. **Call to Order/Roll Call**

II. **Revisions to April 1, 2019 Agenda**

III. **Approval of standing committee minutes from February 4, 2019.**

IV. **Committee Agenda**

Item No. 1 - LAND BANK BUSINESS

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board recommended approval.

Application
617 S. 11th St. - Roland Vaca, yard extension

Donation to Land Bank (vacant lot)
3431 Barnett Ave. - Doriel Garcia
(The applicant indicates that they owned a house on this property and were not notified of the demolition of the property. They are out-of-state owners and with it being a vacant lot, they have no desire to own and maintain.)

Northeast Hold Area

Policy Update
Tracking #: 19646

Item No. 2 - UPDATE: LAND BANK REHAB PROGRAM
Synopsis: Update on the Land Bank Rehab Program, submitted by Chris Slaughter, Land Bank Manager.

For information only.
Tracking #: 19647

V. **Public Agenda**

VI. **Adjourn**

NEIGHBORHOOD AND COMMUNITY DEVELOPMENT
STANDING COMMITTEE MINUTES
Monday, February 4, 2019

The meeting of the Neighborhood and Community Development Standing Committee was held on Monday, February 4, 2019, at 5:00 p.m., in the 5th Floor Conference Room of the Municipal Office Building. The following members were present: Commissioner McKiernan, Chairman; Commissioners Burroughs, Townsend (arrived at 5:06 p.m.), and Murguia. Commissioner Bynum substituted for Commissioner Walters. The following officials were also in attendance: Gordon Criswell and Melissa Sieben, Assistant County Administrators; Angie Lawson, Deputy Chief Counsel; Kathleen VonAchen, Chief Financial Officer; Chris Slaughter, Land Bank Manager; Logan Masenthin, Professional Assistant in General Services; Greg Talkin, Director of Neighborhood Services; Alan Howze, Chief Knowledge Officer; Daniel Kuhn, Assistant Counsel; and Jay Doleshal, Sergeant-At-Arms.

Chairman McKiernan called the meeting to order. Roll call was taken and members were present as shown above.

Approval of standing committee minutes from December 3, 2018. **On motion of Commissioner Burroughs, seconded by Commissioner Murguia, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 19563…ORDINANCE: AMENDMENTS CODIFYING WEED/MOWING VIOLATIONS

Synopsis: Amendments codifying the Unified Government's ability to send a one-time yearly written notification to people that have received a weed/mowing violation in the previous twelve months, allowing abatement and assessment of any resulting costs without prior notice, submitted by Greg Talkin, Neighborhood Resource Director.

Daniel Kuhn, Assistant Counsel, said I do have one quick amendment to the proposed ordinance at 8-539 Section (b). I'd ask that the committee consider the last word "weeds" to be replaced with the phrase, "excessive growth." That's a phrase that's defined previously in the codes. So, I would ask that be considered as an amendment going forward.

Chairman McKiernan said I'm assuming everybody else just was right on top of that, but could you repeat that for me because I was looking for the particular section. You said it's 8-539 (b). **Mr. Kuhn** said 8-539(b), it is the last paragraph on a page. You might see Section 8-547 Penalty. Right above that, there's the underlined paragraph, that's paragraph (b). The last word of weeds, it says, "prior to removal of weeds." Instead of weeds, that should be, "excessive growth." **Chairman McKiernan** said perfect. That's the one piece I missed. Thank you.

Greg Talkin, Director of Neighborhood Services, said this is our effort to do two things. It is to update the ordinance to align with State statue. In the past, there was an ordinance on the books that was rather old, so this is an update to meet the same intent that the State has on the books. Also, our major intent here is to be able to—this year, anybody that has received a violation notice in the past on weeds, basically in the last 12 months, we will be able to directly move to an abatement after we've sent them initial notice in the beginning of the year of the weed season. We'll probably send that out approximately in March before the weeds start growing. That will be the only notice they will receive, and then we'll move straight to abatements when they exceed the allowable height of the weeds and/or grass.

Chairman McKiernan said so effectively, that's where this paragraph (b) comes in just stating that there will be a notice for anyone who's been issued in the previous 12 months, and it will say that no further notice will be given. We'll move right to abatement. Is that correct? **Mr. Talkin** said correct. We will also plan on, even though I'm not sure it's required by ordinance, we will also publish in the official newspaper of the Unified Government this same notice sometime in the range of March.

Commissioner Bynum said I did notice in Section (a)(9), we are increasing the fines? Is that right? **Mr. Talkin** said correct.

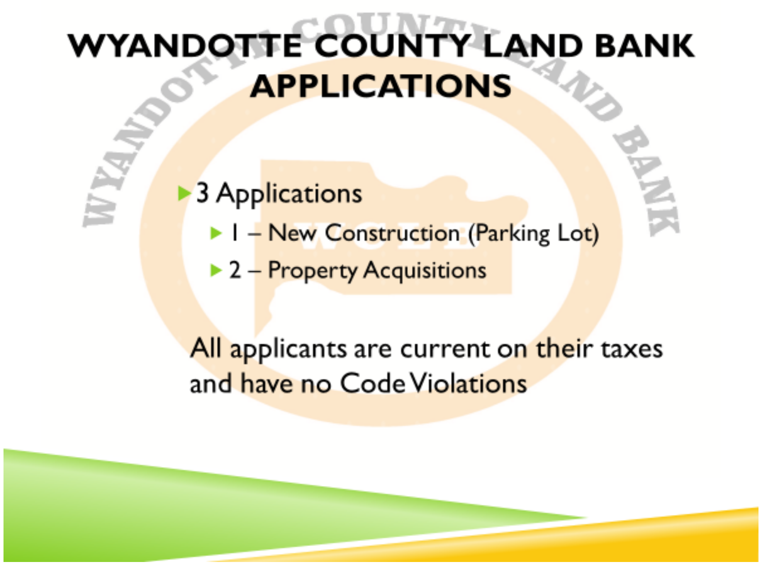
Action: **Commissioner Murguia made a motion, seconded by Commissioner Bynum, to approve.** Roll call was taken and there were five "Ayes," Bynum, Murguia, Townsend, Burroughs, McKiernan.

Commissioner Murguia said I do have just one quick question. Is this revamping of the ordinance part of our SOAR initiative? **Melissa Sieben, Assistant County Administrator,** said well, Commissioner, yes, that is the case. That's why you're seeing this. Before, we had some technical glitches with the way it was worded. In order to be able to execute on this particular item of giving people notice in advance of the start of mowing season, we will move to abate. That was needed.

Item No. 2 – 19560…LAND BANK BUSINESS

Synopsis: Request approval of the following applications, submitted by Chris Slaughter, Land Bank Manager. The Land Bank Advisory Board has recommended approval.

Applications
813 Minnesota Ave. – Casa Aleman, LLC, new construction
1522 Pacific Ave. – Emma Pacheco, property acquisition
1524 Pacific Ave. – Emma Pacheco, property acquisition

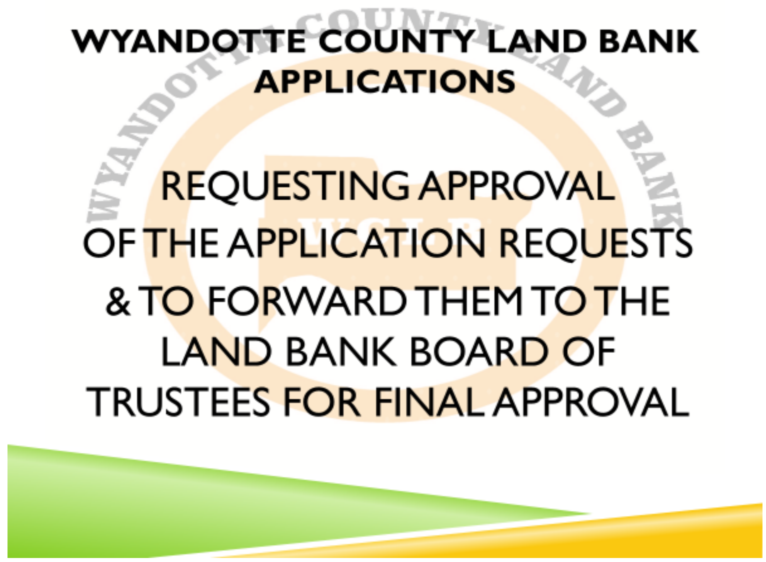


Chris Slaughter, Land Bank Manager, said we have three applications tonight. One is a new construction, which will be a parking lot, and two property acquisitions. All applicants are current on their taxes and have no current code violations.

The first is the Land Bank property at 813 and 817 Minnesota Avenue. 805 is the applicant. They also own 831 on the block. Again, their plan is to have that be a paved parking lot for this establishment.

Then we have 1522 and 1524. The applicant owns 1518 and 1520. This was approved back, I believe, in November. This is no longer there. It has been demoed so it's just a vacant lot. The request is for these two to the west.

The Land Bank Advisory Board did review these applications and they have recommended forwarding those to the Board for final approval.



That's our ask tonight.

Commissioner Townsend said, Mr. Slaughter, I was thinking about this as I reviewed them; sometimes these names look so familiar. I know this body had asked if a potential buyer had already acquired more than five properties, we wanted to delve more specifically as to why they're asking for additional properties and what their intended purpose was. So, not that I have any particular objection to these requests, but it reminded me, like I said, this name is familiar. If we could have on the application, the number of properties that the potential buyer has already acquired from the Land Bank, ever; not within just the last year, but ever, that would kind of give us a heads-up when we review this. Also, a heads-up to that requester to be here in case members had questions. That was my comment and request. I have not talked to my fellow commissioners about it, but we had addressed the subject before.

I thought a good addition to the application would be to ask that question when the potential purchaser makes a request. **Mr. Slaughter** said yes, we can definitely start adding that information. I will add that anybody that's scheduled to be before this committee is sent a letter with the date and time and their presence is requested. We do ask if they can't make it, to contact us. Ms. Pacheco, if that's who you're referencing, or the first applicant is in the audience—did not say they would be here or not.

As far as the information goes going forward, yes, we can definitely dig that up. I will say that if names change because of marriage or stuff like that, that may make it difficult to give you an accurate count, but we'll definitely look into that.

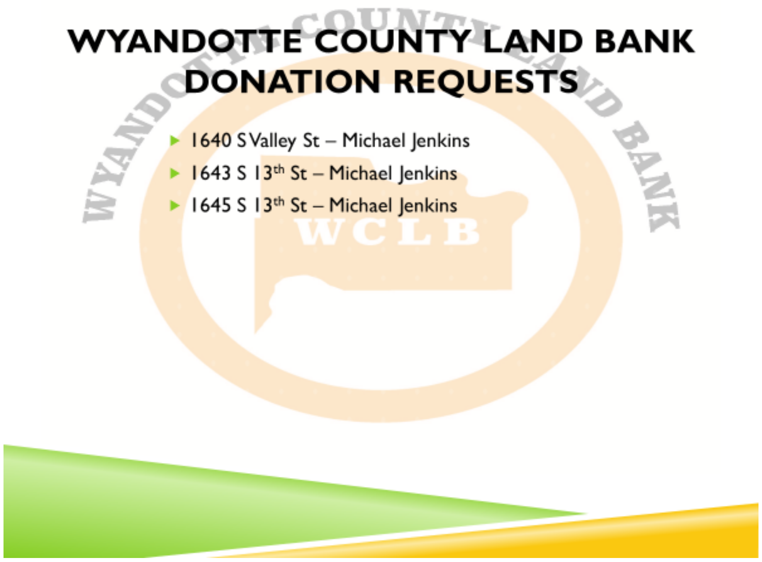
Commissioner Townsend said the other question would be on the application, have you acquired property under another name other than the one that you're making the request under now. **Mr. Slaughter** said we can definitely look into changing the application to add that type of information request. Hopefully, they'll be forthright in their answers. **Commissioner Townsend** said of course. They're residents of Wyandotte County.

Chairman McKiernan said I just have two brief comments on these properties. First of all, Mr. Slaughter and I were talking a little bit ago about how for well over 10 years, there was an abandon building that sat on the Minnesota property. Demoing that building to create a vacant lot was an improvement for the block, but a parking lot to support a new business will be an even better improvement on that block. I'm glad to see that progress going forward.

Those two lots on Pacific are quite visible from Prescott Plaza. I'm glad that someone will be acquiring those and, hopefully, keep track of those. It will look better when you pull into Prescott Plaza as you look off to the northeast.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Burroughs, to approve.** Roll call was taken and there were five "Ayes," Bynum, Murguia, Townsend, Burroughs, McKiernan.

Donations to Land Bank (vacant lots)
1640 S. Valley – Michael N. Jenkins
1643 S. 13th – Michael N. Jenkins
1645 S. 13th – Michael N. Jenkins



Chris Slaughter, Land Bank Manager, said we have three donation~~s~~ requests. They're all from the same individual, Mr. Jenkins. It's 1640 S. Valley and 1643 and 1645 S. 13th Street.

I just wanted to give you a little perspective of where these requests are located. It's in the Argentine area, just a little bit south of the river.

DONATION REQUESTS

This is more of a close-up view. These are the three on South 13th and South Valley. I wanted to point out that the one right here to the south of these two is currently a Board of County Commissioners' property, so it's property that we already control.

I don't know what the future holds, but that does give us a larger footprint going forward if these are approved.

WYANDOTTE COUNTY LAND BANK
DONATIONS

REQUESTING APPROVAL OF THE DONATION REQUESTS & TO FORWARD THEM TO THE LAND BANK BOARD OF TRUSTEES FOR FINAL APPROVAL

That's the ask tonight is to approve those and forward to the Board for final approval.

I will state, the applicant does live out of town. He lives in Salina and has stated that he just does not have the means to keep the properties up. That's generally why they're presented before you.

Commissioner Murguia said, Chris, is this a wooded area that's on a steep slope. **Mr. Slaughter** said I don't know about the topography, but according to the map, it does look like it is heavily wooded. Again, I'm not sure how soon something like this could be developed, but again, just wanted to point out if all three, that would give us four right there. Whether we chose to just keep it as the same terrain, or possibly if someone was interested, we have a larger footprint to deal with.

Commissioner Murguia said I kind of wish I knew what the terrain of the ground was. I'm pretty sure this is a very wooded, densely wooded area on a pretty steep slope. I think that's what it is. **Chairman McKiernan** said I just looked it up on Google maps. This is the property. I think you're absolutely right. These are properties that slope up from Ruby going south. **Commissioner Murguia** said right, that's right. I just don't want to mislead the commissioners.

I, for many years, have looked at this area, at least Argentine, for potential development opportunities and my opinion, I think it's not developable. From the engineers I've had out to do some ground and core testing, there are a number of underground springs in this area. Really, if we want to make sure those areas are somewhat maintained, it shouldn't require mowing or additional expense by the Unified Government, but it will require keeping the forest contained off the road and things like that, which we typically do with our easements anyway.

I just don't want any of you misled to believe that this is an area that shows any sort potential for development. This is really just very typical of a wooded area that sits on a very steep slope that's undevelopable in Wyandotte County. That's just my opinion from the little bit of work we've done over there.

Action: **Commissioner Murguia made a motion, seconded by Commissioner Burroughs, to approve.**

Commissioner Murguia said I do just have one quick question about people that donate ground Do we have a policy—and I'm probably just forgetting this. Do we have a policy about flat, developable ground that people just don't want anymore and whether or not we're accepting those? I think we've talked about this several times. Are we just accepting any ground from anybody, at any time? Are we doing that with people that are property tax delinquent?

Mr. Slaughter said when we revised the policy last year, we set forth some criteria on what to bring to you and what not to. The reasons these were brought today was just the fact that this was an out-of-town owner who had pretty much indicated that he just couldn't take care of it or really wasn't. I will say that Mr. Jenkins is current on all of his taxes. **Commissioner Murguia** said good.

Mr. Slaughter said we don't get a lot of donation requests. I think the ones that meet a criterion that we could, hopefully, find a quicker use for, I think we would definitely champion those and bring those forward. Unless it doesn't meet the criteria in the policy and they've still submitted the request, I think we'll still bring them to you unless we think we need to turnaround and add criteria that would prevent certain properties to come before the committee.

Commissioner Murguia asked are you still a department of one. **Mr. Slaughter** said I've gained some additional resources. **Commissioner Murguia** asked do you have other employees in your department. **Mr. Slaughter** said I'm with the Economic Development Department. **Commissioner Murguia** said so, they merged the two of you. **Mr. Slaughter** said yes. **Commissioner Murguia** asked did you get more help out of that, or did they just merge you with a bigger department. **Mr. Slaughter** said, no. I've gotten some help, yes.

Commissioner Murguia said we talked about at one time on these vacant pieces of ground that are developable that people want to get rid of or that we currently have in Land Bank. Are we ever going to put up signage that says, "for sale?" **Mr. Slaughter** said I don't know about signage. We are waiting for an enhancement in our tax software that we'll be able to easily code which we feel are for sale, which we feel we need to hold, and which we feel are not for sale. That enhancement just hasn't been completed yet. Once we get that completed, we should have a map that will have the different properties color coded. One of them will be for sale or for market, that type of stuff. We can surely look at some sort of signage in there. I think we talked last time about additional resources so that could be something we could ask for an increase on, to provide that type of documentation. I think we're getting there; it's still just slowly chugging along.

Commissioner Murguia said the list and the way you're currently doing things is fantastic for larger, bigger corporations and developers or even entry-level rehabbers. What I'm discovering is that I'm getting calls from just people in the neighborhood that have a vacant lot next to their house that's been vacant for a long time. They don't even know that it's an option to buy it. On those kind~~s~~ of 25 ft. front lots or 50 ft. front lots, it really would be nice to have some signage. I think they'd go actually rather quickly. I can only speak to my district. I know there are a number of people that are interested in vacant lots that sits next to their house for a yard expansion.

Mr. Slaughter said I think you'll find in the coming months, we'll be bringing some strategies. They may be tailored more to specific areas. We will eventually, probably roll those out county-wide. I think we're heading in that direction. We're still crunching data. I think the goal is to say that whether it's block by block or by neighborhood or by area, here's the areas that we really want to focus on development. Here's the areas that we want to focus on the one offs where we want to try to maybe get someone that is interested in building single family homes. Those are the ones we'll target for them. We're close, but it's just taking some time.

That's the direction I think we're headed partnering with SOAR. I think they're going to be instrumental in helping come up with some of these strategies as well. Knock on wood, it may be next meeting we'll have some of those recommendations, but probably by the April meeting we'll be able to kind of give you the overview of where we're seeing taking the Land Bank from a marketing standpoint going forward. **Commissioner Murguia** said perfect; thanks.

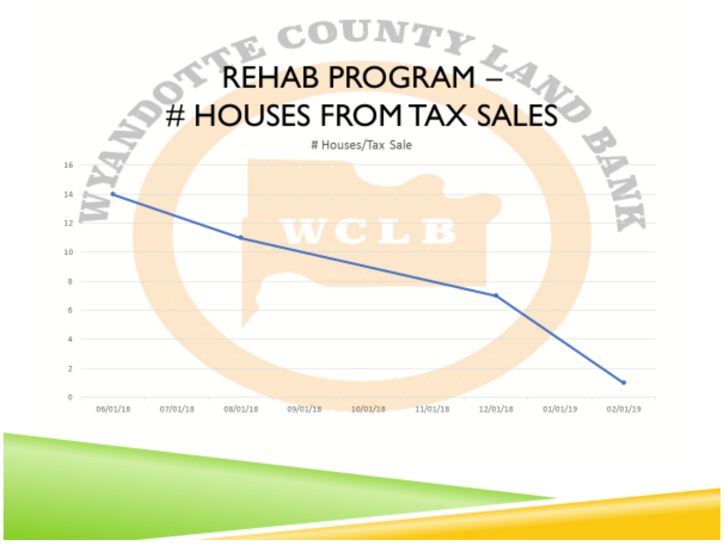
Commissioner Burroughs said a follow-up with that question. Do we go out and physically inspect the properties that people want to give back to us so that we're not picking up a dumping area that has a tremendous amount of construction debris or industrial dump site that somebody has illegally dumped and now all of a sudden—**Mr. Slaughter** said we try to get out there. I know in the past it's been brought up about, is the lot mowed? I would say the answer is yes, maybe sometimes not as quickly as we can get out there. We've had some weather issues the last couple of weeks. We're hopefully presenting you all the information that you guys need to make a strong decision on the subject. **Commissioner Burroughs** said great; thank you.

Roll call was taken on the motion and there were five "Ayes" Bynum, Murguia, Townsend, Burroughs, McKiernan.

Item No. 3 – 19561…LAND BANK REHAB PROGRAM

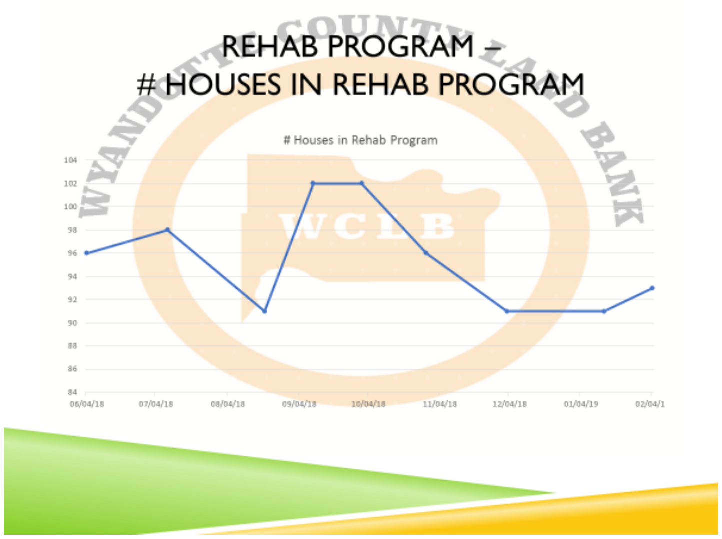
Synopsis: Update on the Wyandotte County Land Bank Rehab Program, submitted by Chris Slaughter, Land Bank Manager.

Mr. Slaughter said we just have our Monthly Rehab Program update.

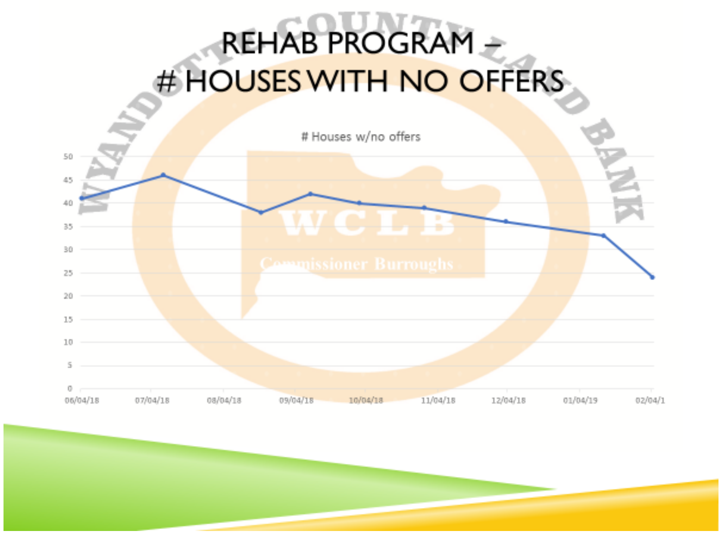


We're going to start with the number of houses we've received from the tax sale. Next month we'll be bringing a memo that will have the properties that we just deeded over from the December sale. From a house standpoint, that sale generated one house. We are expecting, I think, hopefully up to four more when we get the second deed from sale, hopefully, in another month.

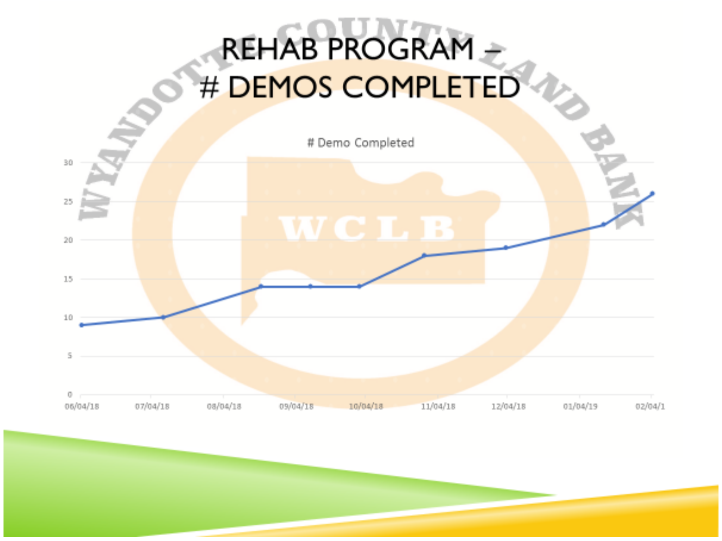
The number of contactors, as you can see, is continuing to grow steadily. We are currently sitting at 103; 104 if I would have entered going in about 4:15p.m. We're still steadily getting the interest in it. Hopefully, we'll continue to have that supply for them.



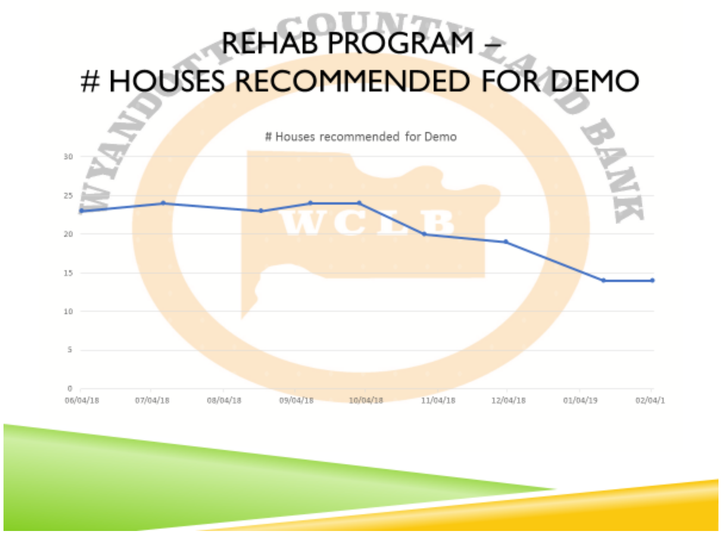
Currently, the number of houses we have in the Rehab Program is 93. Those categories, as we'll go over here in a minute, are everything that we have that is in the Rehab Program: the demos that we've recommended, and we do have occasionally a house that maybe we're waiting on the court to decide whether they're going to give that property back to the original owner or currently we have an eviction.



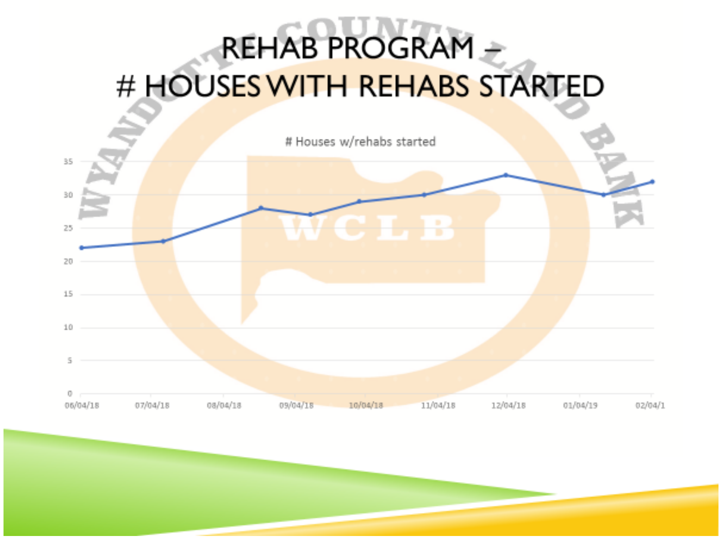
These are the house numbers that we have in the Rehab Program with no offers. That is starting to go down. As we've increased the number of contractors, we have decreased the number of houses with no offers. We continue to hopefully—we don't want to get where we don't have any houses for our rehabbers to do, but that may be a good problem to have.



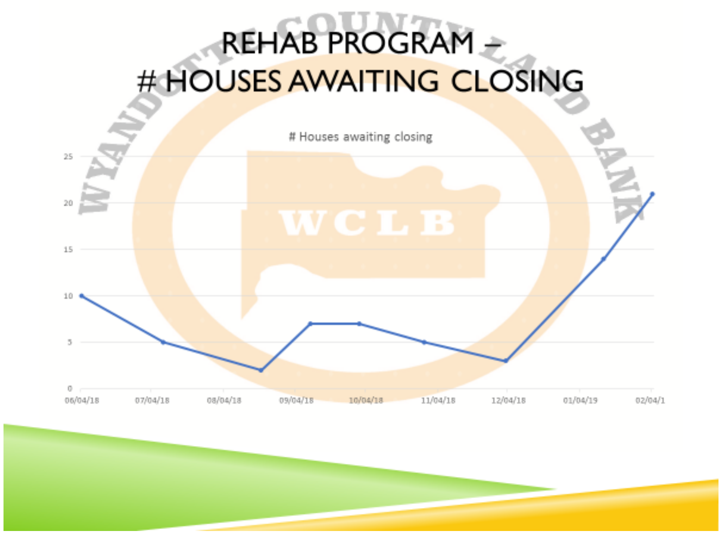
This just outlines the increase in the number of houses of that have had the demo completed. We currently stand at 26 houses. In the previous slide, we have 24 properties that have no offers. We're slowly taking care of the ones that need to be taken care of. The ones we've recommended, as the one goes up, this one, obviously, will go down.



We're sitting currently at 14 houses waiting for the demo to be completed.

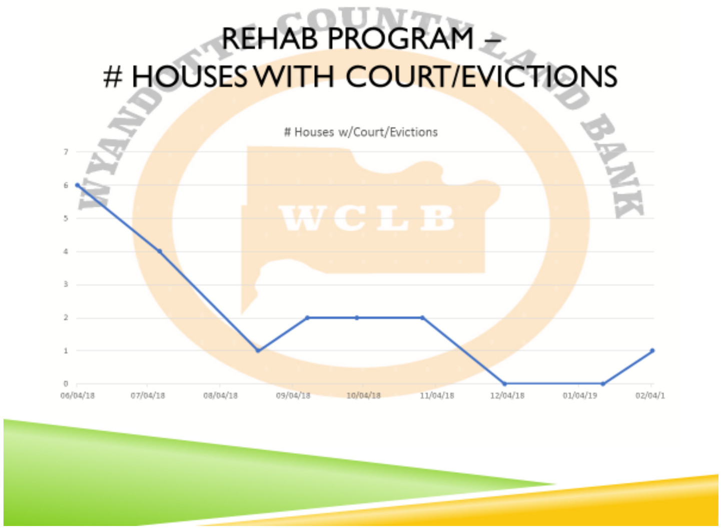


The number of rehabs started—we are sitting at 32. Some are just getting started; some are close to being completed. We'll always see some fluctuation in that.



Houses waiting to close. I think you've heard me comment before that the reason there are so many is generally the request for title insurance. We've had conversations with them, but there's just a lot of things that are out of their control. Everybody has been very patient and, hopefully, we'll get that number down here shortly.

The completed rehabs still stand at 25. We didn't have any from the last time we met until today that had finished. We do anticipate that going up.



Of course as I talked about, we have one property that we are going to send out the Sheriff's Dept. again for an eviction. This house has been kind of an issue. They threatened to go to the courts. We give them time to go to the courts. They don't go to the courts or I think this last time, they haven't paid their attorney and I think he's walking away. We're going to try the eviction process again. That's the update.

Commissioner Townsend said great job, Mr. Slaughter. I only have a question about the eviction situation. What are the circumstances that brings us to an eviction? Is this a house that's in the UG that we own or what's going on? **Mr. Slaughter** yes, this one we've had for a couple of months. Basically, right now they're currently living in a house owned by the Land Bank. When we first approached them, they filed the proper filings in court to try to have the judge set the sale aside, basically. That proceeding stalled and that's when I was informed that their attorney really wasn't working on the case. That's when I instructed our Legal Department to go ahead and start the eviction process. **Commissioner Townsend** asked so we acquired this through a tax sale. Okay; thank you.

Chairman McKiernan said thank you for the update. We appreciate your work.

Action: **For information only.**

Adjourn

Chairman McKiernan adjourned the meeting at 5:29 p.m.

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Staff Request for Commission Action

Tracking No. 19646

Full Commission Meeting Date: April 11, 2019

Committee: Neighborhood & Community Development

Date of Standing Committee Action: April 1, 2019
(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/20/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee review the proposed packets and forward them to the Land Bank Board of Trustees for final consideration.

Item (1) - Applications (1)
Item (2) - Donations To Land Bank (1)
Item (3) - Northeast Hold Area
Item (4) - Policy Update

Action Requested:
The Land Bank Manager respectfully requests that the Neighborhood & Community Development Committee approve the above requests and forward them to the Land Bank Board of Trustees for final approval.

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List:
Applications, Donations, Memo to WCLB BOT - Hold NE, WCLB Policy - proposed changes for 040119

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	STANDING COMMITTEE RECOMMENDATION
Roland Vaca	615 S 11th St	617 S 11th St	YARD EXTENSION	
LAND BANK ADVISORY BOARD RECOMMENDATION	The Land Bank Advisory Board recommends forwarding the application(s), to the Land Bank Board of Trustees, for final approval.			

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INTENTIONALLY

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

- You are the Owner of Record of an adjacent occupied structure that shares a property line with an undeveloped Land Bank lot and wish to acquire the lot to expand your property.

Separate applications are available to purchase property for new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for the Yard Extension program.

Program Requirements and Policies:

- All properties for sale are listed on the WCLB website. Not all land bank properties are available for sale—if a property is on the "Hold" listing, it may not currently be for sale.
- An application is required for all purchases of property. Applications are not considered until all required information is provided. If an application is incomplete, it may be rejected or other completed applications will be given priority.
- Applications will automatically be rejected if the applicant is currently tax delinquent or has any outstanding code violations on any property owned in Wyandotte County.
- WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In cases of multiple applications, the WCLB will give precedence to applications from adjacent, occupied homeowners.
- Splitting a Land Bank lot for two adjacent owners – In a case where two property owners of record apply for a lot, the WCLB may split the parcel between the two owners.
- All transfers include deed restrictions and/or a reversionary clause allowing the WCLB to regain ownership and possession of the property if the buyer fails to meet the restrictions placed on the property.
- The Wyandotte County Land Bank Board of Trustees (LBBOT) must approve all application(s) in order for the WCLB to transfer property.
- Closings are held at the WCLB offices. The WCLB will only accept cashier's checks or money orders made payable to the **Wyandotte County Land Bank**.
- All property is sold "as-is". The buyer agrees to accept the property in its "as is" condition, without any warranties or representations by the WCLB. The buyer agrees to hold harmless and release the WCLB and the Unified Government of Wyandotte/KCK (UG) for all conditions known or unknown to the property.
- The buyer agrees to indemnify, protect, hold harmless, defend, and release the WCLB and UG from any claims, losses, damages, costs, or expenses including, without limitation, all reasonable attorneys' fees asserted against, incurred, or suffered by the WCLB resulting from any contract breaches, personal injuries, or property damages occurring in, on, about, or related to the property resulting from any causes, except resulting from the acts or omissions of the WCLB or the WCLB agents, employees, or contractors. Nothing in this article restricts the WCLB rights and remedies available at law or in equity.

Signature *(Required)*
I have read and understand the information provided above and contained in this application.

Roland S. Vaca ______________ Date 2-16-19
Sign here

Roland S. Vaca ______________
Print Name

RECEIVED
FEB 25 2019
LAND BANK
WYCO/KCK

#19

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 617 S. 11th St.

Parcel ID Number: 071948

Applicant Information *(Please Print)*

Name: Roland S. Vaca

Company/Organization: ____

Mailing Address: 1029 Kansas Avenue K.C KS. 66105

Phone Number(s): (913) 230-1920

E-mail(s): ____

Address of the adjacent structure you own: ____

Do you live in the adjacent structure above? Yes ___ No X

Please Respond to the Following Questions:

1. Are you currently delinquent on property taxes for any property owned in Wyandotte County? Please explain a "yes" answer on a separate attachment.
   Yes ____ No X
2. Do you currently have a notice from the Code Enforcement Department indicating that you are in violation of City Code? Please explain a "yes" answer on a separate attachment.
   Yes ____ No X

Note: As a part of the review of this application, WCLB *staff will review records from other UG Offices, such as Code Enforcement, Treasury and other available records. Failure to honestly answer these questions may result in the rejection of the application.*

Signature *(Required)*

I hereby authorize the Wyandotte County Land Bank to obtain information necessary to verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge, and will remain confidential.

Roland S. Vaca Date 2-16-19

Sign here

Roland S. Vaca

Print Name

DONATIONS TO LAND BANK

Donor	Parcel #	Requested Donation Address	Property Type	Comments	STANDING COMMITTEE RECOMMENDATION
DANIEL GARCIA	059421	3431 BARNETT AVE	VACANT LOT	A) The applicant indicates that they owned a house on this property and were not notified of the demolition of the property. They are out-of-state owners and with it being a vacant lot, they have no desire to own and maintain.	

WYANDOTTE COUNTY LAND BANK
Property Donation Application

Please use the following application to notify the Wyandotte County Land Bank (WCLB) of your interest in donating any property that you currently own in Wyandotte County. This form may **only** be completed by the owner of the property or by a person with authorization to act on behalf of the owner by virtue of a power of attorney. Please fill out one form per property address. The WCLB will **NOT** accept your property as a donation unless certain conditions are met.

NOTE: *The WCLB will research this property to determine if it meets the donation criteria. The WCLB Board of Trustees must approve the donation. The WCLB will keep you informed of its progress and final decision.*

If the WCLB accepts your donation offer, you will be contacted to begin the donation procedure. This form is a statement of interest only and does not commit the WCLB to accept your property as a donation or for value.

*****Application will not be processed if not completed in its entirety*****

CONTACT INFORMATION

Owners Name: Daniel and Olympia Garcia

Mailing address: 9501 Vancouver Dr.

City: Anaheim State: CA Zip: 92804

Daytime Phone #: (714)719-5927 Alternate Phone #: (714)776-8710

Email address: olympiagarcia@aol.com

DONATED PROPERTY INFORMATION

Property address: 3431 Barnett Ave Kansas City, KS Parcel ID#: 059421

Structure or vacant lot: vacant lot

Why are you requesting to donate your property? We weren't notified on the demolition of our structure. We have no use for the vacant lot.

The information provided in this application is true to the best of my knowledge. I understand that this application does not commit the WCLB to accepting my property.

Signature of Applicant: Olympia Garcia **Date:** Jan. 7, 2019

Please return to:
Wyandotte County Land Bank
701 N 7th St, Suite 421
Kansas City, KS 66101

Wyandotte County Land Bank

Economic Development Department

701 North 7th St., 4th Floor
Kansas City, Kansas 66101

Phone: (913) 573-5730
Fax: (913) 573-5745
Email: cslaughter@wycokck.org

MEMORANDUM

TO: Wyandotte County Land Bank Board of Trustees

FROM: Chris Slaughter, Land Bank Manager

DATE: October 29, 2018

SUBJECT: **Proposed Hold Area – NE Master Plan Area - UPDATE**

Per Policy change, approved on **April 9, 2015** by Board of Trustees, the following language established to set hold areas involving the sale of Land Bank properties:

> ***Section 6. Establishing Hold Areas***
>
> ***6.1*** ***Hold Areas.*** *The WCLB shall work with the UG Economic Development Department and the WCLB BOT to identify geographical areas that are contemplated for development. After approval by the BOT, any Land Bank parcels in such areas shall be held for designated partnering developers and may not be available for other interested parties.*

The Land Bank Manager is requesting that all requests for purchase of Land Bank property within the Northeast Master Plan Zone that is not accompanied by a renovation or specific development plan be automatically placed on hold and not available for sale for 180 days. This hold would not cover any new development or projects that would establish a positive revenue generator for the UG.

With the development of the Northeast Master Plan through our Urban Planning & Zoning Department and the momentum of other departments within the Unified Government (UG) we feel it is in the best interest of the community to further evaluate land use in the area.

All applications received for Yard Extensions or Property Acquisitions and requests for transfer to other entities would be held and a letter explaining the hold procedures would be sent to applicant.

The Land Bank would like to reserve the option of coming back to the Board with recommendations for future land use in this area.

WYANDOTTE COUNTY LAND BANK
(WCLB)

ADMINISTRATIVE POLICY
AND
PROCEDURE GUIDELINES

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on April 27, 2018.

These policy and procedure guidelines are a consolidation and codification of all prior policies and procedures of the Wyandotte County Land Bank and supersede all such prior policies and procedures.

Section 1. Authority and Role

1.1 **Establishment.** The Wyandotte County Land Bank (WCLB) was established by the Unified Government of Wyandotte County/Kansas City, Kansas (UG) by the power vested in it by K.S.A. 19-26,103 et. seq.

1.2 **Governance.** The WCLB is governed by a Board of Trustees (BOT) comprised of the Mayor/Chief Executive and the UG Commissioners. The WCLB manager is charged with its administration.

1.3 **Land Bank Advisory Board.** A Land Bank Advisory Board (LBAB) shall be available to advise the BOT and WCLB manager on matters relating to the business and affairs of the WCLB, and to suggest or be available for consultation with regard to projects, proposals and/or activities which the WCLB may undertake. The membership of the LBAB shall consist of eight representatives designated by the Executive Board of the Liveable Neighborhoods Task Force and, subject to the modification and approval of the County Administrator, representatives from the following UG Departments: Administration, Community Development, Delinquent Real Estate, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Treasury, and Urban Planning and Land Use. The LBAB shall serve solely in an advisory capacity.

1.4 **Governing Authority.** The core governing documents of the WCLB are the applicable state statutes and the UG Code of Ordinances. The policies and procedures set out in this document constitute guidelines only and the Board of Trustees reserves discretion to deviate therefrom when it deems appropriate.

1.5 **Purpose.** The purpose of the WCLB is to return tax delinquent and distressed property to productive use that benefits the community.

Section 2. Priorities for Property Use

2.1 **Government Use.** The first priority for use of real property of the WCLB is to make available its properties to local governments for public use and ownership.

2.2 **Housing.** The first priority for use of real property of the WCLB for nongovernmental purposes is the production or rehabilitation of property for housing.

2.3 **Other Purposes.** When there is no governmental purpose or use for a property, nor a feasible use for housing, the WCLB may consider permitting the property to be used for other community improvement purposes. These uses should be consistent with the following priorities:

a. Neighborhood revitalization;
b. The return of property to productive tax-paying status;
c. Land assemblage for economic development;
d. Long-term "banking" of properties for future strategic uses; and/or
e. The provision of financial resources for operating functions of the WCLB.

2.4 **Neighborhood Consultation.** The WCLB encourages every applicant seeking to acquire property from the WCLB to demonstrate prior consultation with neighborhood associations and non-profit entities operating in the geographical area of the property.

2.5 **City-Wide Master Plan.** The WCLB shall encourage the development and use of properties in a manner consistent with the UG City-Wide Master Plans and other government-approved plans.

Section 3. Priorities for Identity of Transferees.

3.1 **Priority Transferees.** Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to:

a. Government entities;
b. Non-profits that will hold title to the property on a long-term basis or hold title to the property for the purposes of subsequent reconveyance to private third parties for housing or other public purposes;
c. Other individuals and entities seeking to obtain the property for housing;
d. Non-profit institutions such as academic and religious institutions;

e. Entities that are a partnership, limited liability corporation or joint venture comprised of a private non-profit corporation and a private for-profit entity; and
f. Individuals who own and occupy residential property for purposes of a yard extension disposition program.

3.2 Transferee Qualifications. All applicants seeking to acquire property from the WCLB, or to enter into transaction agreements with the WCLB, may be required to provide as part of their application information regarding, but not limited to:

a. The legal status of the applicant, its organizational and financial structure;
b. Its prior experience in developing and managing housing;
c. The financial health and resources of the applicant; and/or
d. Adequate plans for development.

3.3 Reserved Discretion. The WCLB reserves full and complete discretion to decline applications and proposed transaction agreements from individuals and entities that meet, among others, any of the following criteria:

a. Failure to perform in prior transactions with the WCLB;
b. Ownership of properties that became delinquent in ad valorem tax payments and remain delinquent in ad valorem tax payments during their ownership;
c. Parties that are barred from transactions with local government entities;
d. Inability to demonstrate sufficient experience and/or capacity to perform in accordance with the requirements of the WCLB;
e. Ownership of properties that have a history of violations of state and/or local laws, codes or ordinances; and/or
f. Properties that have been used by the transferee or a family member of the transferee as his or her personal residence at any time during the twelve (12) months immediately preceding the submission of application (except in rental cases).

Section 4. Priorities Concerning Neighborhood and Community Development.

4.1 Neighborhood and Community Development. The WCLB reserves the right to consider the impact of a property transfer on short and long-term neighborhood and community development plans. In doing so, the WCLB may prioritize the following in any order it deems appropriate:

a. The preservation of existing stable and viable neighborhoods;
b. Neighborhoods in which a proposed disposition will assist in halting a slowly occurring decline or deterioration;

c. Neighborhoods that have recently experienced or are continuing to experience a rapid decline or deterioration;
d. Geographic areas that are predominately non-viable for purposes of residential or commercial development; and/or
e. Potential impact on areas targeted by a strategic development plan.

Section 5. Conveyances to the WCLB

5.1 Sources of Property Inventory. Sources of real property inventory of the WCLB include, but are not limited to, the following:

a. Transfers from local governments;
b. Acquisitions at tax foreclosure sales;
c. Donations from private entities;
d. Market purchases;
e. Conduit transfers contemplating the simultaneous acquisition and disposition of property;
f. Other transactions such as land banking agreements.

5.2 Policies Governing the Acquisition of Properties. In determining which, if any, properties might be acquired, the WCLB may consider the following circumstances and factors:

a. Proposals and requests by individuals or entities in which specific properties are identified for ultimate acquisition and redevelopment.
b. Residential properties that are occupied or are available for immediate occupancy without need for substantial rehabilitation.
c. Improved properties that are the subject of an existing order for demolition of the improvements and/or meet the criteria for demolition of improvements.
d. Vacant properties that are appropriate for the yard extension disposition program.
e. Properties for which reutilization would be in support of strategic neighborhood stabilization and revitalization plans.
f. Properties that would form a part of a land assemblage development plan.
g. Properties that will generate operating resources for the functions of the WCLB.
h. Properties that would allow for the creation or expansion of community, garden, green, and/or recreational space.

5.3 Transaction Agreements. In most cases involving conduit transfers and land banking agreements, a transaction agreement must be approved in advance by the BOT and executed by the WCLB and the grantor of the property. In the case of conduit transfers, such a transaction will generally be in the form of an acquisition and disposition agreement prepared in accordance with these policies. In the case of a land banking relationship, such a transaction agreement will generally be in the form of a land banking agreement prepared in accordance with these policies. These transaction agreements shall be in form and content as deemed by the WCLB to be in the best interest of the WCLB, and shall include to the extent feasible specification of all documents and instruments contemplated by the transaction as well as the rights, duties and obligations of the parties.

5.4 **Transactions Requiring Board of Trustees Approval.** WCLB BOT approval shall be required prior to any conduit transfer, land banking agreement, or any acquisition of property with improvements.

5.5 **Title Assurance.** Generally, the WCLB requires all property acquired to have marketable title. In some instances, the WCLB may require a policy of title insurance or other assurances prior to acquiring a property.

5.6 **Environmental Concerns.** The WCLB reserves full and complete discretion to require in all transactions that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination.

5.7 **Set Off Program.** Property that has been placed in the State of Kansas Set Off Program may be deemed ineligible for conveyance to the WCLB.

Section 6. Establishing Hold Areas

6.1 **Hold Areas.** The WCLB shall work with the UG Economic Development Department and the WCLB BOT to identify geographical areas that are contemplated for development. After approval by the BOT, any Land Bank parcels in such areas shall be held for designated partnering developers and may not be available for other interested parties.

Section 7. Conveyances from the WCLB

7.1 **Covenants, Conditions and Restrictions.** All conveyances by the WCLB to third parties shall include such covenants, conditions and restrictions as the WCLB deems, in its sole discretion, necessary and appropriate to ensure the use, rehabilitation and redevelopment of the property in a manner consistent with the public purposes of the WCLB.

7.2 **Deed Without Warranty.** All conveyances by the WCLB to third parties shall be by quitclaim deed.

7.3 **Conveyances requiring Board of Trustees Approval.** With the exception of conveyances of property within a hold area to previously-approved, WCLB BOT-designated partnering developers, and properties subject to WCLB Rehab Program, all transfers of WCLB property shall require the approval of the BOT.

7.4 **Conveyances pursuant to WCLB Rehab Program.** The WCLB Manager shall seek prior approval from the WCLB BOT for all properties entering the WCLB Rehab Program. Once the WCLB receives an offer from a contractor that meets the qualifications of the WCLB Rehab Program; the WCLB Manager will seek the approval of the County Administrator to commence the rehab and subsequent conveyance of the property.

7.5 **Conveyance Reports to the Board of Trustees.** All transfers of ownership unilaterally authorized and completed by the WCLB manager shall be reported in writing to the Board of Trustees at the immediately following Neighborhood and Community Development Standing Committee meeting.

Commented [GWM1]: By adding this language, you don't need to report a lease because it's not a transfer of ownership.

Commented [SC2]: Add language for lease

7.6 **Conveyance Time Allowance.** All undeveloped Land Bank property shall be conveyed and deed recorded within 180 days of Award and approval of the Land Bank Board of Trustees. Any property not conveyed within the above time period, and without a written extension from the Land Bank manager, will have Award voided and property returned to Land Bank Inventory. For any property awarded pursuant to a development/rehab agreement, the terms of said agreement shall control when such property will be conveyed.

Section 8. Collaboration with Not-For-Profit Entities

8.1 **Transactions with Not-For-Profit Entities.** The WCLB is willing to enter into conduit transfers with not-for-profit corporate entities as outlined in this section. After executing an agreement with the WCLB, these not-for-profit corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the WCLB for waiver of taxes, and "buy back" these properties for development and/or rehabilitation.

8.2 **Documentation of Lot Purchase.** The collaboration applicant must document the purchase process extensively. This documentation should include, at minimum, the following information per parcel:

a. The total purchase price for the property, including the net proceeds paid or payable to the seller
b. The total amount spent to acquire the property (e.g. legal counsel, administrative costs).
c. The development or rehabilitation costs impacting the anticipated final sale price.
d. The total amount of delinquent ad valorem taxes, special assessments, and other liens and encumbrances against the property and the length of delinquency for each.

8.3 **Maximum Costs.** The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit rehabilitation or development) before the WCLB may consider the waiver of back taxes in part or in total.

8.4 **WCLB Discretion.** Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The WCLB reserves the right to evaluate and consider these properties case-by-case.

Section 9. Collaboration with For-Profit Entities

9.1 **Transactions with For-Profit Entities.** The WCLB is willing to enter into conduit transfers with for-profit entities as outlined in this section. The corporate entities would secure donations of or purchase tax delinquent properties from owners, transfer these properties to the WCLB for waiver of taxes, and "buy back" these properties for use for development and/or rehabilitation.

9.2 **Eligibility.** Eligibility for this option will be based on numerous criteria. Among others, these shall include geographical location of the property. The corporate entity must first identify and consult with any active non-profit entities that may have an interest in developing the property. If such interest exists, it may be required that the for-profit and non-profit forge an agreement for joint development.

9.3 **Documentation of Lot Purchase.** The applicant must document the purchase process extensively. This documentation should include, at a minimum, the following information per parcel:

a. The total purchase price for the property, including the net proceeds paid or payable to the seller.
b. The total amount spent to acquire the property (e.g. legal counsel, administrative costs, etc.).
c. The development costs impacting the final sale price.

d. The total amount of delinquent ad valorem taxes, special assessments, and other liens and encumbrances against the property and the length of delinquency for each.

9.4 **Maximum Costs.** The total of these costs should exceed the maximum allowable lot cost (i.e., the cost that will permit rehabilitation or development before the WCLB may consider the waiver of back taxes in total or in part.

9.5 **WCLB Discretion.** Some properties may present unusual or extenuating circumstances to the developer due to lack of funding for housing production or related costs. The WCLB reserves the right to evaluate and consider these properties case-by-case.

Section 10. Property for Community Improvements

10.1 **Community Improvement Property.** The WCLB is willing to accept donations of property to be transferred to a non-revenue generating, non tax-producing use that is for community improvement or other public purposes. Additionally, the WCLB is permitted to assemble tracts or parcels of property for community improvement or other public purposes.

10.2 **Eligibility.** Properties can be conveyed to the WCLB for waiver of delinquent taxes and then reconveyed by the WCLB to be utilized for community improvement purposes including, but not limited to, community gardens, parking for non-profit functions such as a school or cultural center, or playground for after-school or day care. The application must demonstrate that no alternative tax-generating use is available for the property, and that the proposed community improvements are consistent with the area redevelopment plans and community revitalization.

10.3 **Transferee.** The application must identify and be signed by the ultimate transferee from the WCLB. The transferee should be a governmental entity, a not-for-profit property entity, or, in rare cases, a for-profit entity that is capable of holding and maintaining the property in the anticipated conditions and for the anticipated purposes.

10.4 **Covenants, Conditions and Restrictions.** The WCLB, in the conveyance of the property to the transferee, may require covenants, conditions and restrictions as necessary to ensure that the property is used for the contemplated community improvement or other public purposes.

Section 11. Conduit Transfers – Reasonable Equity Policy

11.1 Purpose. In order to prevent benefits accruing to owners of property that is tax delinquent by virtue of the exercise of the tax waiver power of the WCLB, the WCLB establishes this reasonable equity policy guideline.

11.2 Definitions. The reasonable equity policy is based on the value of the property and the equity of its owner. While any valuation is subjective, it can be reasonably estimated.

a. "Fair Market Value" shall be determined by staff according to the County Appraiser's valuation, in conjunction with the average sale price in a given community. The WCLB staff or WCLB BOT shall have full authority to require a professional appraisal for proposals that have significant variances in valuation and entail transactions in which the owner received consideration in excess of nominal compensation.
b. "Net Equity" shall mean the current fair market value, as determined by WCLB staff or the WCLB BOT, less the total amount of all liens and encumbrances (tax liens, associated interest and penalties, special assessments, mortgages, judgments, etc.).

11.3 Less than $2,000 Net Equity. To ensure that an owner does not receive unwarranted benefit, the WCLB will not consider transactions in which the owner's net equity is less than $2,000 and the owner receives more than nominal compensation for the sale of his property. Nominal compensation is hereby defined as $2,000.

11.4 Equity in Excess of $2,000. To ensure that the owner does not receive an unwarranted benefit, the WCLB will not consider transactions in which the owner receives an amount greater than 75% of net equity.

11.5 Speculation. To ensure that speculators do not seek to take advantage of the WCLB, staff shall closely review instances in which the owner is receiving money far in excess of his investment while consistently ignoring his tax responsibility. Particular attention shall be given to properties purchased in the past three years.

11.6 Excessive Sale Price. In communities that are experiencing internal and surrounding redevelopment, it is unacceptable for an owner to seek a profit in excess of 75% of his net equity. Such an owner may believe that the market will bear more than is offered and would therefore be unwilling to sell the property for a reasonable amount. In such an instance, it would likely fall to the Delinquent Real Estate Department to sell the property at a tax sale.

11.7 **Non-Conforming Situations.** To ensure flexibility and protect the interests of the WCLB and the public, the WCLB BOT reserves the right to modify, change, or deviate from this policy, if a situation clearly warrants such action.

11.8 **Strategic Importance.** To preserve the integrity of the WCLB's mission, all properties petitioned to the WCLB Board must pass the test of strategic importance. The WCLB may receive proposals that may pass other criteria but which may not be crucial to the redevelopment of a neighborhood. Staff must be able to assure the WCLB BOT that the transaction is not simply allowable but a crucial component of the comprehensive redevelopment of a neighborhood. Such a transaction must be evaluated in terms of neighborhood redevelopment and ensure a long-term tax benefit to the Unified Government.

Section 12. Agreements For Temporary Use of Land

12.1 **~~Adopt~~Lease-a-lot.** The WCLB may enter agreements for residents and organizations to participate in a~~n~~ ~~adopt~~Lease-a-lot program designed to encourage and support recreation including community-based greening and gardening of available vacant lots.

~~a. Agreements shall expire on December 31 of the agreement year and be renewable on March 1 of the next year provided the lot has not been sold.~~
~~b. The lot will be available to be sold during the term of the agreement with the purchaser obtaining possession at the expiration of the adopt-a-lot agreement.~~
~~c. There will be no fee.~~
~~d. The agreements shall specify that the lot must be kept clean, the grass mowed, or otherwise maintained in compliance with applicable ordinances of the UG and other requirements made specific.~~
~~e. Participants must sign liability release waivers or add the UG to their insurance policies.~~
~~f.~~a. ~~The agreements will not permit building on the lots (including fences)~~.

a. The Land Bank Manager may execute lease agreements for residents and organizations to participate in a ~~Lease Agreement~~Lease-a-lot program.

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b. The agreements will be for a maximum 2-year term; however, the WCLB may terminate the agreement upon written notice to the lessor that will provide for termination at the end of the then current growing cycle if plans for single family, multi-family, or commercial development are presented to the WCLB.

c. The lot will not be available to be sold to another party during the term of the lease, **unless plans for single-family, multi-family, or commercial development are presented to the WCLB**.

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d. The agreements will specify that the lot must be kept clean and that grass is mowed, or otherwise maintained in compliance with the appropriate City Code.

e. Participants must sign a~~liability release waivers~~a Hold Harmless Agreement or add the WCLB to their insurance policies.

f. The agreements will permit minor building on the lot, if they are not permanently adhered to the lot, this may include establishing a source of water, fences and small structures provided there is compliance with all zoning and building code requirements.

Section 13. Yard Extension Disposition Program

13.1 Yard Extension Transfers. Individual parcels of property may be acquired by the WCLB and transferred to individuals in accordance with the following policies. The transfer of any given parcel of property in the yard extension Disposition Program is subject to override by higher priorities as established by the WCLB.

13.2 Qualified Properties. Parcels of property eligible for inclusion in the yard extension Disposition Program shall meet the following minimum criteria:

a. The property shall be vacant unimproved real property;
b. The property shall be physically contiguous to adjacent owner-occupied residential property, with not less than a 75% common boundary line at the side;
c. The property shall consist of no more than one lot capable of development. Initial priority shall be given to the disposition of properties of insufficient size to permit independent development; and
d. No more than one lot may be transferred per contiguous lot.

13.3 Yard Extension Transferees.

a. All transferees must own the contiguous property, and priority is given to transferees who personally occupy the contiguous property.

b. The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is subject to any unremediated violations of state and/or local laws, codes or ordinances.
c. The transferee must not own any real property (including both the contiguous lot and all other property in the County) that is tax delinquent.
d. The transferee must not have been the prior owner of any real property in the County that was offered for sale as a result of tax foreclosure proceedings unless the WCLB approved the anticipated disposition prior to the effective date of completion of such tax foreclosure proceedings.

13.4 Lot Consolidation. As a condition of transfer of a lot, the transferee must enter into an agreement that the lot transferred will be consolidated with the legal description of the contiguous lot, and not subject subdivision or partition within an agreed period of time following the date of transfer.

Section 14. Land Banking Program

14.1 Scope. As set forth in these policies and procedures, the land banking program consists of transactions in which a grantor transfers real property to the WCLB and the property is held by the WCLB pending a transfer back to the original grantor, to a grantee identified in a banking agreement, or to a third party selected by the WCLB.

14.2 Goals. The goals of this land banking program include but are not limited to the acquisition of real property for or on behalf of a governmental entity or not-for-profit corporation in order to:

a. Permit advance acquisition of potential development sites in anticipation of rapidly rising land prices;
b. Facilitate pre-development planning, financing, and structuring;
c. Minimize or eliminate violations of housing and building codes and public nuisances on properties to be developed; and/or
d. Hold parcels of land for future strategic governmental purposes such as housing development, opens spaces and green spaces.

14.2 Land Banking Optional. The WCLB is not required to enter into a banking agreement with any person or entity, and at all times retains full discretion and authority to decline to enter into a banking agreement. These policies are applicable only to real property of the WCLB which is acquired in accordance with an executed banking agreement and are not otherwise applicable to real property acquired by the WCLB pursuant to any other agreements or procedures.

14.3 Definitions. As used in these policies, the following terms shall have the definitions set forth:

a. **"Banking Agreement"** shall mean a written agreement between a grantor and the WCLB which identifies the property, the length of the banking term, the potential grantee or grantees, the range of permissible uses of the property following transfer by the WCLB, the permitted encumbrances on the property, the rights and duties of the parties, the responsibility of the grantor for the holding costs, the possible advance funding of holding costs, the forms of the instruments of conveyance and such other matters as may be appropriate.
b. **"Grantor"** shall mean the party that transfers or causes to be transferred to the WCLB a tract of property pursuant to a banking agreement.
c. **"Grantee"** shall mean the party or parties identified in a banking agreement as the party or parties to whom the property is to be transferred from the WCLB.
d. **"Holding Costs"** shall mean any and all costs, expenses, and expenditures incurred by the WCLB, whether as direct disbursements, as pro rata costs, or as administrative costs, that are attributable to the ownership and maintenance of a tract of property. The WCLB shall maintain records of the monthly holding costs for each property.
e. **"Property"** shall mean the real property and improvements (if any) located thereon identified in a banking agreement and transferred to the WCLB pursuant to a banking agreement, together with all right, title and interest in appurtenances, benefits and easements related thereto.

14.4 Eligible Property. Property which is eligible for a banking agreement must either be (a) unimproved real property or (b) real property with unoccupied single-family residences.

a. In the event that a tract of property contains improvements which are to be demolished or removed, such property may qualify as eligible property for a banking agreement so long as adequate and sufficient funds are placed in escrow at the time of the banking agreement closing so as to assure that all improvements will be demolished and removed within sixty (60) day of closing.
b. Property that is ineligible for a banking agreement includes all other forms of improved real property, all real property which is occupied, and all real property that has been identified as containing hazardous substances and materials.

14.5 Eligible Grantors and Grantees. Parties eligible to be a grantor or a grantee are governmental entities and not-for-profit corporations defined as tax-exempt entities by the Internal Revenue Code. A limited partnership entity is eligible to be a grantor or grantee so long as a governmental entity or not-for-profit corporation has a controlling interest in such entity.

14.6 Title.

Unless and except to the extent expressly authorized in a banking agreement, property transferred to the WCLB pursuant to a banking agreement shall be fee simple title free and clear of all liens and encumbrances. The issuance of a policy of marketable title in favor of the UG may be required at the closing pursuant to the banking agreement containing such exceptions as are approved by the WCLB.

a. Governmental liens may exist at the time of closing only if such liens are expressly acceptable to the WCLB.
b. A mortgage or other security instrument may encumber property at the time of transfer to the WCLB provided that that the obligations secured by such instruments do not require monthly or periodic payments by the WCLB to the mortgagee. Under no circumstances will the WCLB have direct liability to a mortgage pursuant to a security instrument. It is anticipated that each banking agreement that contemplates the transfer of property to the WCLB encumbered by a security instrument will require a separate written agreement between the mortgagee and the WCLB which provides, among other things, that:
    1. The mortgagee expressly consents to the transfer to the WCLB;
    2. The mortgagee expressly subordinates its interests to covenants, conditions and restrictions as may be required by the WCLB; and
    3. Prior to the exercise of mortgagee rights under the security instrument, the mortgagee will request, on behalf of the grantor, the conveyance of the property to the grantor and pay to the WCLB the holding costs attributable to the property.
c. At the time of closing pursuant to a banking agreement, all ad valorem taxes which are due and payable on the property must be paid in full. An exception to this requirement of no outstanding ad valorem tax liens may be granted:
    1. When the grantor is acquiring the property from a third party and immediately conveying the property to the WCLB pursuant to a banking agreement, and

2. The acquisition of the property by the grantor from the third party otherwise complies with the reasonable equity policy of the WCLB.

14.7 Length of Banking Term. A banking agreement may permit a maximum banking term of thirty-six (36) months for transactions in which the grantor is a not-for-profit entity, and sixty (60) months for transactions in which the grantor is a governmental entity.

14.8 Transfers at Request of Grantor. A banking agreement shall authorize a grantor to request a transfer of the property by the WCLB to a grantee at any time within the banking term.

a. A conveyance by the WCLB to the grantee identified pursuant to a banking agreement shall occur within thirty (30) days of receipt of a written request for a transfer.
b. As a condition precedent to the transfer by the WCLB, the full amount of holding costs incurred by the WCLB attributable to the property shall be paid to the WCLB. The WCLB shall provide to the grantor in accordance with section 13.13 a statement of the holding costs attributable to the property.
c. At the time of the transfer by the WCLB to the grantee, the WCLB shall impose such restrictions and conditions on the use and development of the property in accordance with section 13.12 hereof and the applicable banking agreement.
d. Conveyance by the WCLB to a grantee shall be by quitclaim deed.

14.9 Transfer at Request of WCLB. At any time and at all times during the term of a banking agreement, the WCLB shall have the right, in its sole discretion, to request in writing that the grantor or its designee accept a transfer of the property from the WCLB.

a. A transfer by the WCLB pursuant to this section shall be subject to the same terms and conditions as set forth in section 13.8.
b. In the event that the grantor (or its designee) is unwilling or unable to accept a transfer of the property from the WCLB, and reimburse the WCLB in full for the holding costs, then the WCLB shall have the right to terminate in writing the banking agreement. The property shall then become an asset of the WCLB and subject to use, control and disposition by the WCLB in its sole discretion subject only to the provisions of applicable statutes and ordinances.

14.10 Banking Agreement Closing. Within a time period specified in a fully executed banking agreement, a closing of the transfer of the property to the WCLB shall occur. At such closing, the fully executed instrument of conveyance and other closing documents shall be delivered by the appropriate party to the appropriate parties. The appropriate documents shall be immediately recorded, and a title insurance policy shall be issued. All costs of closing shall be borne by the grantor.

14.11 Holding Costs. Holding costs shall be paid as a condition precedent to a transfer of property from the WCLB. Either the grantor or the grantee can request in writing at any time a statement of the holding costs, which statement will be provided by the WCLB within fifteen (15) business days of receipt of the request. The WCLB shall also have the right to request in writing that the grantor or grantee reimburse on written demand the WCLB for holding costs. In the event that the WCLB is not timely reimbursed for its holding costs in response to its written request for reimbursement, the WCLB may request a transfer pursuant to section 13.9.

14.12 Public Purpose Restrictions. All property held by the WCLB and transferred by the WCLB pursuant to a banking agreement shall be subject to covenants and conditions providing that the property is to be used for the following goals:

a. The production or rehabilitation of housing for persons with low incomes;
b. The production or rehabilitation of housing for persons with low or moderate incomes;
c. Community improvements; and/or
d. Other public purposes.

Each banking agreement will specify the range of permissible uses and the manner in which such use restrictions is secured. Such restrictions and conditions may be imposed either in the form of contractual obligations, deed covenants, rights of reacquisition, or any combination thereof.

Section 15. Land Banking Donation Program

15.1 Donation to WCLB. The WCLB may only accept donated property(ies) that will advance the goals of the WCLB. The WCLB will only present requests to the Board of Trustees, for approval, when at least one or more of the following conditions are met:

a. The property owner does not have the resources to properly care for the property or to comply with orders to correct code violations that are present, and evidence of the hardship has been presented.
b. The property is located in an area targeted for redevelopment efforts or in a neighborhood with a large number of existing WCLB property.

c. There is a written agreement with an owner of an adjoining property to purchase the property from the WCLB; this is only in reference to unimproved vacant lots in a non-targeted area.
d. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation.
e. The Unified Government of Wyandotte County/Kansas City (UG), Kansas, City of Bonner Springs or City of Edwardsville has agreed to fund the demolition of an improved property within its City limits.

15.2 Exclusions and Exceptions

a. Property(ies) with adverse environmental conditions or maintenance requirements will not be accepted without a satisfactory plan and funding in place for remediation, as determined by the UG.
b. WCLB may require that donated property(s) be conveyed with clear and marketable title.
c. Property(s) that are occupied may not be accepted as donations.
d. WCLB shall not determine donation value for the purpose of tax benefits.
e. Any exceptions to the provisions of the above must come before the Board of Trustees.

WCLB reserves the absolute right to accept or reject any and all donation requests.

Any property that is determined not to be an immediate need or could not be accepted by the WCLB and is determined to be tax sale eligible, will be referred for an upcoming tax sale by the WCLB. The WCLB will send a letter to the requestor with that information.

Section 16. Land Bank Rehab Program

16.1 Purpose. The WCLB Rehab Program provides qualified rehabbers access to a pipeline of distressed properties in the Wyandotte County area. The WCLB may facilitate the sale of property at a reduced price to selected qualified rehabbers. This program allows the purchase of vacant, blighted homes, once they are available in the WCLB inventory.

16.2 Goals. The WCLB Rehab Program supports efforts to stabilize and strengthen neighborhoods through collaboration between public, private, and nonprofit development partners. Through the program and working with development partners to rehabilitate blighted property, the WCLB will:

a. Create affordable ownership opportunities to stabilize neighborhoods
b. Improve the health, safety, durability and energy-efficiency of rehabilitated properties through the WCLB Housing Standards

16.3 Housing Stock. All property with improvements (residential) that are transferred to the WCLB will be boarded, secured and inspected to identify its place in the program. There are three (3) recommendations that these properties will fall under:

a. Rehab – properties that show rehab potential will be made available to qualified rehabbers in the program.
b. Demo – properties that are a danger to the public will be recommended to the UG Demo Department to be razed.
c. Hold – properties that are rehab potential but are in a designated development hold area, may be put on hold and not available to the rehabbers.

Any commercial improvements received by WCLB will be evaluated in the same manner; these properties will have any debris removed and some possible demo performed to put property in a marketable position. All WCLB commercial property offers will be given preference to those that will establish new/relocated businesses that will generate jobs for the County.

16.4 Rehabber Qualifications. All interested rehabbers must go through a qualification process that includes submission of WCLB Rehab Program Application. The program will have two (2) Tiers of qualified rehabbers:

a. Tier I – rehabber must be a formed company/corporation or identify as an investor. In order to qualify as a Tier 1 rehabber, the following must be provided:
    1. Copy of their current year Occupational Tax Receipt from the Unified Government of Wyandotte County / KCK Business License Department
    2. Must carry the appropriate amount of Insurance coverage, as outlined in the application, from a licensed Insurance provider and have the Wyandotte County Land Bank named as a Certificate Holder.
b. Tier II – if a rehabber cannot provide the requirements for a Tier I rehabber, then they must sign a Hold Harmless Waiver and must show proof of funding for the rehab to qualify for a house to rehab.

16.5 Availability for Rehabbers. Any house that is identified as a rehab and not on hold will be made available for all Tier I rehabbers. The WCLB will schedule open houses for the Tier I rehabbers to attend to assess each property identified. All Tier I rehabbers will be sent offer packets with house information and a deadline to submit their offer. Any house that does not have an offer submitted by the deadline will then be offered to the Tier II group. The WCLB will schedule open houses for the Tier II rehabbers to attend to assess each property identified. All Tier II rehabbers will be sent offer packets with house information and a deadline to submit their offer.

Any house that does not have an offer submitted by either group will be available for a later offer or any new Tier I or Tier II qualified rehabber.

16.6 **Rehab Agreements**. The WCLB will review and score all offers received to determine if the offer is a qualified offer. Multiple offers for a single house will be ranked from highest to lowest and all highest ties will be broken by offer amount. The WCLB will negotiate with the top-ranking offeror and put an agreement together. As identified in Section 7.4, all offers must be approved by the County Administrator to commence the rehab and subsequent conveyance of the property. If approved, the awarded offeror will be sent an award letter and any non-offerors will be sent a non-award letter.

16.7 **Filings**. The agreement approved by the County Administrator will be filed as a Sale Contract with Land Use Restrictions with the Wyandotte County Register of Deeds (ROD) office. The house will stay in the name of the WCLB until the passing of the final inspection from the WCLB staff.

16.8 **Inspections & Permits**. The WCLB will require copies of all inspections conducted by the Unified Government of Wyandotte County / KCK Building Inspection Department. WCLB Staff will perform progress inspections throughout the rehab.

Any Tier I rehab will consist of four (4) inspections:

a. Initial Inspection – house is cleared of debris and any demo is complete prior to any repairs or rehab starts.
b. Rough-In – staff has received an approved Building Inspection rough-in slip and any other pulled permits (Mechanical/Electrical/Plumbing - MEP).
c. Progress – drywall is hung, and all other repairs are completed.
d. Final - house has passed all inspections and copies have been received by the WCLB, house has passed the Building Inspection Final Inspection. Staff will do final walk thru.

Any Tier II rehab will consist of monthly inspections done by WCLB staff and will incorporate the Tier I inspections but also allow the WCLB to closely monitor the progress.

When staff has verified the house has passed WCLB final inspection, the WCLB Manager will prepare and file a Quit Claim Deed (QCD) w/ROD office.

16.9 **Extensions & Penalties**. If the rehab completion date stipulated in the agreement cannot be met, the Rehabber may request an extension of the completion date. Extensions of time to complete the rehab are at the WCLB's discretion and, if granted, will be under the following guidelines:

a. The request for extension must be made to the WCLB Manager, utilizing the WCLB Extension Request Form. The request must include the cause of the delay and plan to complete the rehab in time requested. In case of delays not at fault by the rehabber, the WCLB may waive the extension fee.

b. The request for extension must be received by the WCLB Manager no later than 5 calendar days prior to the expiration date of the WCLB Rehab Program Extension Request Form given at beginning of rehab.
c. The extension will be granted for a max of 60-day calendar period. The extension fees are due to the WCLB Manager when the WCLB Extension Request Form is submitted. These fees must accompany the extension request and be a nonrefundable cashier's check or money order, payable to the Wyandotte County Land Bank, in the full amount of the extension.
   1. Day 1 to 30 - $5.00 per day
   2. Day 31 to 60 - $10.00 per day
d. If the granted extension period expires and the rehab has not passed the City's Final Inspection and the WCLB's Final Inspection, a penalty of $500.00 per 30 days will be enforced. Each 30-day period will not be prorated and must be paid in full before the WCLB will file the Quit Claim Deed to the Rehabber granting them full rights to the property.
e. The granting of an initial extension period does not obligate the WCLB to grant additional extensions.
f. Extension fees paid are retained by the WCLB and not reimbursed if rehab is concluded before the end of time requested.

The WCLB reserves the right to waive any extension costs or penalties.

16.10 Tier I Rehabber Threshold. Any Tier I rehabber may make no more than three (3) offers on any newly acquired rehab houses. The maximum number of houses a Tier I may be rehabbing is six (6), if a Tier I rehabber has 6 open rehabs and submits an offer for new houses, their offer will not be accepted. A Tier 1 rehabber may make the proper number of offers that could get them to the threshold.

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Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (the "Agreement") is entered into by and between ________________________________ ("Lessee") and the Land Bank of the Unified Government of Wyandotte County/Kansas City, Kansas ("Land Bank")(individually each a "Party", collectively "the Parties"), and shall be effective as of the Effective Date (as defined in Paragraph 8).

WHEREAS, the Land Bank is the owner of property located at __________________, Parcel # _____________ (the "Property"); and

WHEREAS, the Parties have entered into a Lease Agreement (the "Agreement") in which Lessor agrees to lease the Property, as further described in the Agreement; and

WHEREAS, the gardening and cultivating of the Property may involve the use of tools, heavy equipment, and other potentially dangerous items and/or conditions which have the potential to cause harm to persons on the Property; and

NOW, THEREFORE, in consideration of the above-stated premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Hold Harmless. Lessee agrees that they shall fully defend, indemnify, and hold harmless the Land Bank, including its agents, employees, successors and assigns from any and all claims, lawsuits, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Lessee, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Unified Government for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. The Parties warrant that they have the actual legal power, right, and authority to enter into this Agreement and bind themselves by these terms.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel or otherwise.

5. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreement between the Parties related to such matters.

6. Enforceability and Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

7. Applicable Law; Venue; Jurisdiction. This Agreement shall be governed exclusively by the laws of the State of Kansas. Any lawsuit or legal proceeding arising out of or relating to this Agreement shall be brought and litigated in the Wyandotte County District Court or the United States District Court for the District of Kansas.

8. Effective Date. This Agreement shall be effective as of the date signed by the Land Bank written below.

"LESSEE"

By: ________________________________

Printed name: ________________________________

Date: ________________________________

"LAND BANK"

By: ________________________________

Printed name: ________________________________

Date: ________________________________

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LEASE-A-LOT AGREEMENT

This agreement is made and entered into on _____ day of____________, **20**___, by and between Wyandotte County Land Bank 701 N 7th St, Suite 421 Kansas City, KS 66101, hereafter referred to as "**Management**" and _________________ , hereinafter referred to as "**Lessee**", whose address is_____________, and unless terminated earlier shall expire on ___________ (*Two years from date above*) for the property located at _____________ , Parcel No. ______ , hereafter referred to as "Property".

Management authorizes the lease of the Property, upon the terms and conditions contained herein.

1. Management has the right to access the Property at any time.
2. Management has the right to terminate the agreement upon approval from the Land Bank Board of Trustees awarding the Property to another person or if Lessee fails to meet the obligations set forth in Paragraph 6 below. Management shall provide written notice of its intent to terminate the agreement to Lessee within 30 days of said termination; however, said termination date shall be extended as necessary to allow Lessee to complete/harvest any garden in place at the time of such notice.
3. Lessee agrees to accept the Property in its current condition, to clean, mow and maintain the Property while in the Lessee's possession and to return it in a clean, maintained and mowed condition.
4. Lessee acknowledges and agrees that Management has not tested the Property for environmental contaminants and will not expend any funds for such testing or remediation. Further, the Property is not eligible, and Lessee will not apply, for grant or brownfield funding for such purposes.
5. Lessee agrees that no permanent structures shall be affixed to the Property at any time and any nonpermanent structure used on the Property must be removeable and cause no damage to the Property upon removal.
6. Lessee's obligations are as follows:

    A. Take affirmative action to ensure that nothing is done which might place Management in violation of applicable building, housing, zoning, and/or health codes and/or regulations.

    B. Keep the Property clean and sanitary, removing garbage and trash as it accumulates,

    C. Operate all equipment used in fulfillment of Lessee's obligation in a reasonable, safe manner

    D. Assure the Property is safeguarded against damage, destruction, loss,

removal, or theft.
E. Not allow any activity on the Property that constitutes a nuisance and/or disrupts neighbors.
F. Maintain liability insurance or sign a Hold Harmless Agreement to indemnify and hold harmless the Unified Government of Wyandotte County/Kansas City, Kansas, the Wyandotte County Land Bank, their respective Board of Commissioners and Land Bank Board of Trustees, and their administrators, agents and employees from any and all liability for property damage and/or bodily injury to any one or anything that arises from or is caused by actions or omissions taken in furtherance of this Agreement.
G. Warrant that Lessee will meet the above conditions in every respect and acknowledge that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement.

7. Should any provision of this Agreement be found to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
8. All rights given to Management by this Agreement shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Management of any right shall not act as a waiver of any other rights. No statement or promise of Management or his agent as to alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Management.
9. This Agreement will not automatically renew at the end of the term. Lessee must provide Management a written request, on organizational letterhead to continue the Agreement no later than 30 days before termination. Said continuation of the Agreement is subject to approval of the Land Bank Board of Trustees.

Signing below means you have read the Agreement, are in full agreement with it and have received a copy of the contract.

Land Bank Manager Date

Lessee Signature Date

STATE OF KANSAS,
County of Wyandotte, SS:

I HEREBY CERTIFY, that before me, the undersigned a notary public in and for said county, personally appeared ________________________________ known to me to be the person whose name is affixed hereto and who duly acknowledged the execution of the same to be his voluntary act and deed.

WITNESS my hand and official seal this ___ day of_____________**, 20**___.

Notary Public

____

My commission expires:

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Staff Request for Commission Action

Tracking No. 19647

Full Commission Meeting Date: NA

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 4/1/19 (If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
3/20/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:
The Land Bank Manager will respectfully present information regarding the Wyandotte County Land Bank Rehab Program.

Action Requested:
For information only

Budget Impact: (if applicable)
Amount:
Source:
Included In Budget:
Other (explain):

Attachments List: