



Neighborhood and Community Development
Standing Committee Meeting Agenda
Monday, August 19, 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 August 19, 2019 Agenda

III. Approval of standing committee minutes from June 3, 2019.

IV. Committee Agenda

Item No. 1 - LAND BANK BUSINESS: POLICY CHANGES

Synopsis: Request consideration of proposed changes to the UG's Land Bank Policy, submitted by Chris Slaughter, Land Bank Manager.

Tracking #: 19892

Item No. 2 - LAND BANK BUSINESS: NORTHEAST HOLD AREA LIFT

Synopsis: Request to lift the current hold on all Land Bank properties within the boundaries of the Northeast Master Plan area, submitted by Chris Slaughter, Land Bank Manager. The hold has been in place since April 11, 2019.

Tracking #: 19893

Item No. 3 - LAND BANK BUSINESS: APPLICATIONS

Synopsis: Request consideration of the following applications, submitted by Chris Slaughter, Land Bank Manager.

1109 State Ave. - Leon Means, yard extension
1051 Ella Ave. - Maria Hernandez, yard extension
1508 Armstrong Ave. - Maverick Rodriguez, yard extension
2436 S. 18th St. - Michael Walker, yard extension
717 S. 19th St. - Ahmad Noory, yard extension
1043 Armstrong Ave. - Gobee Corporation, Inc., yard extension
2445 S. 12th Terr. - Martin Lugo, property acquisition
1129 Osage Ave. - Hector Gonzalez, property acquisition
1258 SW Blvd. - Israel Garcia, art garden
20 Kansas Ave. - Pillar KC, LLC, new construction
1824 N. 13th St. - M Star Holdings, LLC, parking lot
1308 Wood Ave. - M Star Holdings, LLC, parking lot

Tracking #: 19894

Item No. 4 - LAND BANK BUSINESS: SALE OF FORMER WHITTIER SCHOOL

Synopsis: Recommending the sale of the former Whittier School, 290 S. 10th St., to KC Casas, LLC, who plans to rehab the building for apartments and retail business, submitted by Chris Slaughter, Land Bank Manager.

Tracking #: 19895

Item No. 5 - LAND BANK BUSINESS: TRANSFERS FROM LAND BANK

Synopsis: Request consideration of the following transfers from the Land Bank, submitted by Chris Slaughter, Land Bank Manager.

2521 Hiawatha St. to Community Housing of Wyandotte County
2523 Hiawatha St. to Community Housing of Wyandotte County
(These properties are part of the YouthBuild KCK Model Block Project to support neighborhood beautification and the building of safe and affordable housing. CHWC will be the non-profit homebuilder for the project.)

Tracking #: 19896

Item No. 6 - LAND BANK BUSINESS: DONATION TO LAND BANK

Synopsis: Request consideration of the following donation to the Land Bank, submitted by Chris Slaughter, Land Bank Manager.

271 S. 12th St. (vacant lot) from Robot Automation Integration, Inc. c/o David Heaston

(Bought property at tax sale and was going to resell property. The deal did not proceed and owner states he cannot take care of property. Property has back taxes from 1988 totaling \$5,078.05).

Tracking #: 19897

Item No. 7 - LAND BANK REHAB PROGRAM: UPDATE

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

For information only.

Tracking #: 19898

V. Public Agenda

VI. Adjourn

**NEIGHBORHOOD AND COMMUNITY DEVELOPMENT
STANDING COMMITTEE MINUTES
Monday, June 3, 2019**

The meeting of the Neighborhood and Community Development Standing Committee was held on Monday, June 3, 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; (via phone), Commissioners Burroughs, Acting Chairman, Townsend and Murguia. Commissioner Walters was absent. The following officials were also in attendance: Gordon Criswell, Melissa Sieben, and Alan Howze; Assistant County Administrators; Patrick Waters; Senior Attorney; Kathleen VonAchen, Chief Financial Officer; Chris Slaughter, Land Bank Manager; Wayne Wilson, NRC; and Jay Doleshal, Sergeant-At-Arms.

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

Approval of standing committee minutes from April 1, 2019. **On motion of Commissioner Townsend, seconded by Commissioner Murguia, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 - 19753...LAND BANK BUSINESS: TRANSFERS TO LAND BANK

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager.

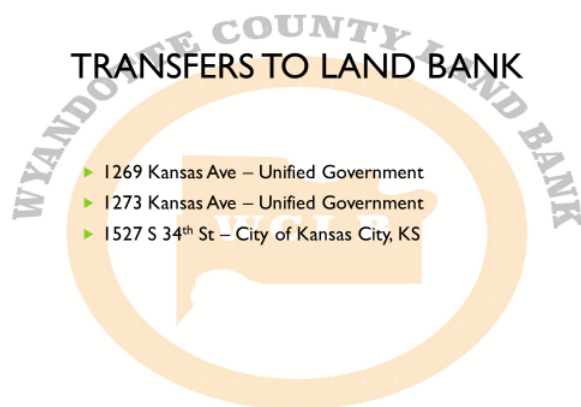
Transfer to Land Bank

1269 & 1273 Kansas Ave. – Unified Government

(Owner of 1267 Kansas Ave. has applied for these properties and would like both properties to increase space for family.)

1527 S. 34th St. – City of Kansas City, KS

(Owner of 1528 Woodland has applied for this property to be a yard extension.)



Chris Slaughter, Land Bank Manager, said the first is three addresses to have those transferred to the Land Bank. They are 1269 and 1273 Kansas Avenue currently in the name of the Unified Government. 1527 S. 34th St., currently in the name of the City of Kansas City, Kansas.

June 3, 2019

TRANSFERS TO LAND BANK
1269 & 1273 KANSAS AVE



Just a little bit more detail. The two here in red are the two UG properties. If approved to transfer, we will then upcoming—the applicant here would like to purchase those two.

TRANSFERS TO LAND BANK
1527 S 34TH ST



We also have here 1527 S. 34th St. and if that is approved also, then you will have an application from this applicant.

June 3, 2019

**WYANDOTTE COUNTY LAND BANK
TRANSFERS TO LAND BANK**

REQUESTING APPROVAL
OF THE TRANSFER REQUESTS

&

FORWARD THEM TO THE LAND
BANK BOARD OF TRUSTEES FOR
FINAL APPROVAL

That's the ask tonight, is to approve transferring these properties to the Land Bank.

Action: Commissioner McKiernan, seconded by Commissioner Townsend, to approve the transfers as submitted. Roll call was taken and there were four "Ayes," Murguia, Townsend, Burroughs, McKiernan.

Item No. 2 – 19754...LAND BANK BUSINESS: APPLICATIONS

Synopsis: Communication requesting consideration of the following Land Bank applications, submitted by Chris Slaughter, Land Bank Manager.

Applications

1040 Splitlog Ave. – Jose Coreas-Arevalo, yard extension

1273 Kansas Ave. – Sandra Aguirre, property acquisition

1269 Kansas Ave. – Sandra Aguirre, yard extension

1506 N. 55th Dr. A – Jase Properties, LLC, yard extension

1527 S. 34th St. – Samantha Lopez, yard extension

June 3, 2019

WYANDOTTE COUNTY LAND BANK TRANSFERS TO LAND BANK

REQUESTING APPROVAL
OF THE TRANSFER REQUESTS

&

FORWARD THEM TO THE LAND
BANK BOARD OF TRUSTEES FOR
FINAL APPROVAL

WYANDOTTE COUNTY LAND BANK APPLICATIONS

- ▶ 6 Applications (non NE hold area)
 - ▶ 4 – Yard Extension
 - ▶ 1 – Property Acquisitions

All applicants are current on their taxes
and have no Code Violations

Chris Slaughter, Land Bank Manager, said we have five applications tonight for yard extensions and one property acquisition. As usual, all applicants are current on their taxes and they have no code violations.

YARD EXTENSION – 1040 SPLITLOG AVE
JOSE COREAS-AREVALO – 1042 SPLITLOG AVE



Mr. Slaughter said the first one is 1040 Splitlog. The applicant lives at 1042 Splitlog outlined here in black.

YARD EXTENSION – 1269 KANSAS AVE
PROPERTY ACQUISITION – 1273 KANSAS AVE
SANDRA AGUIRRE – 1267 KANSAS AVE



We have a yard extension and a property acquisition with the applicant here at 1267 Kansas Avenue and, of course, the previous mentioned the two properties.

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YARD EXTENSION – 1506 N 55TH DR A
JASE PROPERTIES, LLC – 1502 N 55TH DR B



We have a yard extension from the owner of 1502 N. 55th Dr. and this is the Land Bank property here.

YARD EXTENSION – 1527 S 34TH ST
SAMANTHA LOPEZ – 1528 WOODLAND BLVD



As mentioned earlier, the applicant here at 1528 Woodland Blvd. and the property mentioned before.

Acting Chairman Burroughs said, Chris, I do have one question. On my records it shows the property at 1267 Kansas Avenue, the address is 1273 Kansas Avenue. It says property acquisition and the next one is yard extension.

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TRANSFERS TO LAND BANK
1269 & 1273 KANSAS AVE



Mr. Slaughter said per policy the applicants can only do one yard extension. Instead of saying, and let's say these were vacant too, I want all of this as yard extension. We came up with a policy change a couple of years ago that just said they would have to apply for one as a yard extension and the rest would have to be a property acquisition. **Acting Chairman Burroughs** asked is there a difference in process on financials or anything like that. **Mr. Slaughter** said no, it's the same process.

Commissioner Murguia asked, Chris, do you have a ground shot of the property on Woodland Blvd. **Mr. Slaughter** said, I do not. **Commissioner Murguia** asked what was the address again? **Mr. Slaughter** said 1528. **Commissioner Murguia** asked and this was just a yard extension. **Mr. Slaughter** said correct. **Commissioner Murguia** said I just want to see where it is real quick. I know where this is. Okay.

Commissioner Townsend said I would also like to see through your depiction the 1506 N. 55th. I tried to goggle it and it showed up as a little dot.

YARD EXTENSION – 1506 N 55TH DR A
JASE PROPERTIES, LLC – 1502 N 55TH DR B



Mr. Slaughter said this is kind of where—it's between State and Parallel. It's a close shot here, but it's really just kind of a winding drive. There is some heavily wooded areas over here to the east. There was some expressed interest in these two, but for this meeting I wanted to see how this one went before we looked at possibly entertaining another application. **Commissioner Townsend** asked so from there where is the 1506, is that the red? **Mr. Slaughter** said yes, it should be red. There's the 1506 and there's 1502. **Commissioner Townsend** said and there's nothing on it. **Mr. Slaughter** said correct.

Commissioner Townsend said just as a general comment though, and I know I mentioned this before, and it's in keeping with what we're trying to do with the Northeast Master Plan and others. I have stated before we'd like to see and know when we're voting on these if the applicant holds five or more properties. I'd like to see that on the applications that we're looking at from here on. **Mr. Slaughter** said do you want it capped at five or if they just own any property at all? **Commissioner Townsend** said well, I think for right now, because I don't know that the rest of the Commission would want to do, but I think we'd like to have that knowledge. I would like to have that knowledge and whether or not the properties are owned by the individual or if they cap out, if they're coming as some other entity like an LLC or—**Mr. Slaughter** said this is an LLC and we do verify through the tax rolls that they are the owner or that's who at least we have indicated on our tax rolls as the listed owner. **Commissioner Townsend** said right. The thing though is if these LLC's or people are coming as LLC's or whatnot to disguise that as an individual they've already maxed out if you want to say at five. We want to look at who the principals were on those LLC's too.

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Mr. Slaughter said going back to your five property comment. Is this a direction that you'd like to maybe to see the Land Bank come up with a recommendation on setting a maximum number of properties that they could possibly buy from us or just kind of what's their stance in the county. **Commissioner Townsend** said it could be going that way. I won't say that right now, but I think that would be right for fuller discussion if we see a lot of people going this way. I think yeah, I'll say it'd be right for discussion.

Alan Howze, Assistant County Administrator, said, Commissioner, I think to your earlier comments and previous discussions about the speculative buyers or people aggregating properties without necessarily having a specific project that they want to—or something they want to do with it. Is that what I'm hearing what you're saying? **Commissioner Townsend** said yes.

Melissa Sieben, Assistant County Administrator, said I'm a little concerned because I believe you all just published a new way of handling things with the Land Bank leasing and not necessarily selling all of these. I'm not sure exactly how this was supposed to have played or if these came in prior to that change, but that was part of what we were supposed to be doing.

Acting Chairman Burroughs said let me ask a question. I want to see if I can address Commissioner Townsend's request. We wouldn't be out of line to ask to be informed about the number of properties that are being requested through the Land Bank by one individual or an LLC, or any other entity in I don't want to say in an attempt to aggregate properties, I think it's more of an information process for us to determine if there needs to be a policy change. Would we be correct in allowing that to occur, requesting that of staff? **Mr. Slaughter** said if that's information you'd like to start seeing, yeah, we'll definitely provide that. **Commissioner Townsend** said that's definitely information I'd like to see. I really wasn't talking about leasing, here we're talking about title changing hands. Those were the circumstances that I was interested in having that information about.

Acting Chairman Burroughs said just for my information, someone that has let this property go back to the city because of delinquency or whatever charges they may have on the property, that forbids them from coming in and taking out of the Land Bank as an LLC or a business entity along those perimeters, we have guidelines in place for that. **Mr. Slaughter** said I mean, as long we

have access to that information, but yes, generally if something comes to us from a tax sale. We've been contacted before and our response is generally, you can't get it back. Is there's ways maybe that someone could fall through the cracks and still obtain it, probably. **Acting Chairman Burroughs** said straw buyer? **Mr. Slaughter** said yes, something like that.

Action: **Commissioner McKiernan made a motion, seconded by Commissioner Murguia, to accept as submitted.**

Commissioner Townsend said just a point of clarification. We're not accepting these back? These are ones that sellers are seeking to purchase, right? These are applications? **Mr. Slaughter** said correct. **Commissioner Townsend** said okay, just so I'm clear.

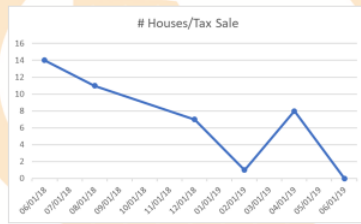
Roll call was taken and there were four "Ayes," Murguia, Townsend, Burroughs, McKiernan.

Item No. 3 – 19761...UPDATE: LAND BANK REHAB PROGRAM

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



REHAB PROGRAM – # HOUSES/TAX SALE



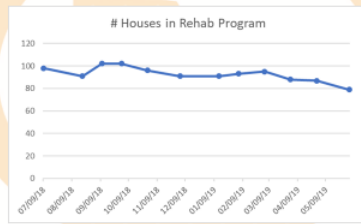
Chris Slaughter, Land Bank Manager, said let's go through the numbers. This again is the chart of the number of houses from the tax sale. We're looking to get eight, we just haven't received them yet, so I'll probably update that at the next meeting.

REHAB PROGRAM – # CONTRACTORS



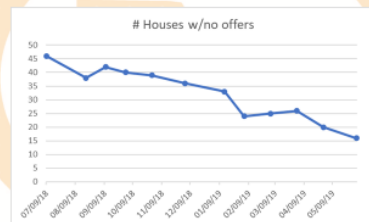
The number of contractors keeps going up. We're at about 133.

REHAB PROGRAM – # HOUSES IN REHAB PROGRAM



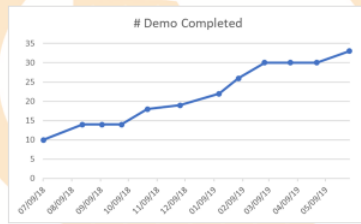
The number of houses in the Rehab Program is steadily going down. We're sitting at 79.

REHAB PROGRAM – # HOUSES WITH NO OFFERS



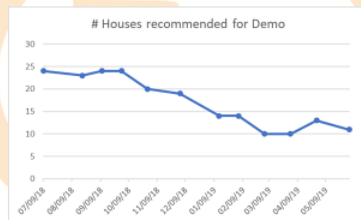
Also, it's going in a decline as the houses with no offers which currently stand at 16.

REHAB PROGRAM – # DEMOS COMPLETED



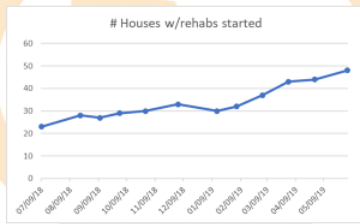
Our demos completed as gone up to 33.

REHAB PROGRAM – # HOUSES RECOMMENDED FOR DEMO



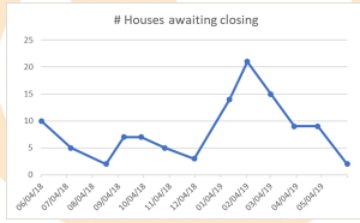
Houses recommended for demo has dropped to 11.

REHAB PROGRAM –
HOUSES WITH REHABS STARTED



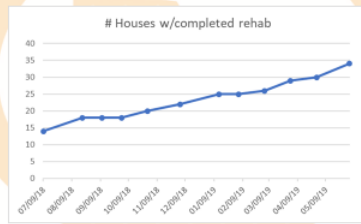
The number of houses with rehab started is up to 48.

REHAB PROGRAM –
HOUSES AWAITING CLOSING



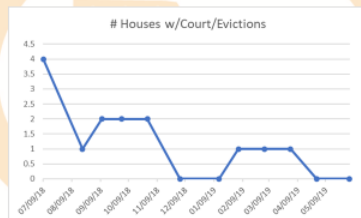
We are down to two awaiting to close and those also have outside activities tied to them so that number is probably going to stay pretty current for a while.

REHAB PROGRAM – # COMPLETED REHABS



The completed rehabs has gone up to 34. We'll show you the four latest ones that were completed.

REHAB PROGRAM – # HOUSES WITH COURT/EVICTIONS



We don't have currently anything that has a court case or eviction involved.



The first house that's been completed since the last time we met was 2524 N. 17th St.



June 3, 2019

2524 N 17TH ST



2524 N 17TH ST



Here's some before's. Actually, it was a house that compared to some of our current ones, is in pretty decent shape. Just a lot of trash, a lot of leftover left behind stuff.

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2524 N 17TH ST



Some shots down in the basement.

2524 N 17TH ST



Here's a picture of how it looks now after completed there in the front.

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2524 N 17TH ST



You can see quite a difference. They opened it up a little bit. If you remember, there was kind of an archway and stuff.

2524 N 17TH ST



A shot of the kitchen. The owner was cleaning. She's like let me move. I'm like, just let me take the picture. They'll get the idea.

June 3, 2019

2524 N 17TH ST



One of the bedrooms. The bath. This is a very small, I believe, two-bedroom, one-bath house.

2524 N 17TH ST



Some of the improvements made down to the basement.

June 3, 2019

2524 N 17TH ST

- ▶ Property in Tax Sale 339
- \$1,936.61
- ▶ Rehab time – 8.5 months
- ▶ Appraised Value
\$13,300.00
- ▶ Property is currently
under contract for
\$79,000.00



We got this in Tax Sale 339. It was almost \$2,000 in back taxes was the initial bid. The rehabber took 8.5 months. At the time we received it, it had appraised value of \$13,300. It's currently under contract for \$79,000.

2816 N 21ST ST



The second one is here at 2816 N. 21st St.

2816 N 21ST ST



And again, some rough conditions, most likely, being in an abandoned state for some time. Not as much debris, but this property had been vacant for at least 3 or 4 years before we got our hands on it. A lot of water damage you can see up in the ceiling.

2816 N 21ST ST



June 3, 2019

2816 N 21ST ST



And, again, we like to take some shots so if there's any improvements to HVAC and fuse box and stuff like that.

2816 N 21ST ST



Here's a picture of the front after completed.

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2816 N 21ST ST



Again, everybody likes that open concept. They did an excellent job with this one.

2816 N 21ST ST



A little shot of the bathroom and kitchen.

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2816 N 21ST ST



Again, some updates in the basement.

2816 N 21ST ST



New HVAC. This one had a garage. As you can see, they did improve the outside of that.

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2816 N 21ST ST

- ▶ Property in Tax Sale 340 - \$36,798.01
- ▶ Rehab time – 10 months
- ▶ Appraised Value \$29,010.00
- ▶ Property is being listed for \$89,990.00



This one was in Tax Sale 340 with almost \$37,000 in back taxes which would have been the initial bid. This took 10 months. The time we got it was appraised at just a tad bit over \$29,000. It's currently being listed with just under \$90,000.

341 N 14TH ST



Next house is 341 N. 14th St.



This, again, was a very small house. A lot of water damage. Really weird, I don't know how to say it. The interior, the way the rooms flowed and everything, it was all choppy and messed up. Again, just some more damage from being in a delinquent state.



Some shots of the basement.



Here's a picture of the finished house.

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341 N 14TH ST



As you can see, what used to be here on this picture used to be two separate rooms, so they opened it up a little bit.

341 N 14TH ST



Improved the bathroom obviously.

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341 N 14TH ST



Kitchen upgrade. This will be a child's bedroom.

341 N 14TH ST



Again, some updated stuff in the basement.

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341 N 14TH ST



They poured a garage. There is now a fence here. I took this picture because when we got the house this used to be a glass sliding door, so that's a major improvement on that.

341 N 14TH ST

- ▶ Property was acquired via donation (Jan 2017)
- ▶ Rehab time – 8 months
- ▶ Appraised Value \$10,400.00
- ▶ Property is new home for contractor's daughter's family



This was part of a donation that we acquired back in 2017. It took the rehabber 8 months to complete. The appraised value was about \$10,500. This house will be for the contractor's daughter's family. Again, they have a young one and the daughter, and I believe her fiancé at the time.

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2512 N 34TH ST



The last one here is 2512 N. 34th St.

2512 N 34TH ST



Probably not some original art there, but a lot of clutter. This is what I would say is pretty common once we get them of what these houses look like.

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2512 N 34TH ST



2512 N 34TH ST



Again, some more shots of the before. Downstairs in the basement.

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This is a picture of the finished result.



Again, open concept. The rehabber did an awesome job with this.

June 3, 2019

2512 N 34TH ST



Updated bathroom. Another shot of the kitchen.

2512 N 34TH ST



Again, this shot here is looking into towards where one of the bedrooms are. They redid the steps.

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2512 N 34TH ST



Bathroom upstairs. That was a shot of one of the bedrooms upstairs.

2512 N 34TH ST



A new improved down in the basement with the mechanicals and they added a new deck on that one too.

June 3, 2019



This was again Tax Sale 339 for about a \$4,500 minimum bid. Took the rehabber 5 months. It was appraised at \$22,000 plus. He says he's going to list it for \$140,000. I really hope he can get that, but still a vast improvement from what we had. That's the rehab update for tonight and pretty much wraps up my presentation unless there's any questions.

Commissioner Townsend said great job on the program again and to the contractors. On two of the four that you showed, they've been spoken for so to say. The one at 2816 N. 21st and 2512 N. 34th, have dates been set for open houses on those yet? **Mr. Slaughter** said generally, I leave it up to the contractor if they want to do an open house. They've never indicated that they wanted to. **Commissioner Townsend** said alright.

Commissioner Murguia asked, Chris, can you get us an updated list of the demo list, what's next to be demoed. **Mr. Slaughter** said that we have listed for demo? **Commissioner Murguia** said yes. **Mr. Slaughter** said sure.

Acton: **Information only.**

Item No. 4 – 19758...ORDINANCE: AMEND BOARDING PROCEDURES AND REQUIREMENTS FOR VACANT AND UNFIT PROPERTIES

Synopsis: An ordinance amending the boarding procedures and requirements for vacant and unfit properties, amending Chapter 8, submitted by Wayne Wilson, Neighborhood Resource Center.

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Wayne Wilson, Neighborhood Resource Center, said as it was before for the citizen boarding portion of it, they did not have the same criteria that we have and the spring of 2018 boarding was picked up by Parks and Recreation. Kristin takes care of that, getting the contractors now. This is basically an ordinance to put all of the boarding requirements in line so that Land Bank, the boarding abatements and what citizens have to do to board up a property are all similar across the board. The issue that we had with those, we go out and do a boarding abatement and then come back and have to do an update on that through the Land Bank or through our side, and it wouldn't be boarded correctly so we would have to pull that boarding off, put new boarding on. It's going to reduce, I think, a lot of confusion, a lot of extra work between the citizens and the contractors, the public, and the UG employees that are working on that.

One of the other things that's going to take place is with our boarding standards that we're currently using, we found that they are much less likely to allow people to get back into them. They're a much more rigid boarding standard and this is also very similar to the ICC International Code Council Standard Boarding that is carried out through most of the United States. This should be a very simple conversion for us. We're going to send out notifications with all the boarding abatements that we send out so that they are aware of what the changes are going to be for anybody that's wanting to do a board up. This should be pretty straight forward.

Acting Chairman Burroughs asked if someone wants to board up their property, they can contact you directly or the department directly and you will send them a copy of the procedure, but you, the department itself, has to do the boarding? **Mr. Wilson** said no sir. Typically, if they want to board up their property, they come into our office and get a boarding permit that's required for anyone to do a boarding. Once they get that boarding permit, they can go out and do it. They get the standards that they have to do it to, so they know, at that point, what is required to do that board up. Those boarding permits are good for six months. They have to renew it after that. They also have to state on that boarding permit what their intention is with the property, if they intend to fix it up to sell it, what is taking place on that property. **Acting Chairman Burroughs** asked can they request that we board the property and we be paid for that by them? **Mr. Wilson** said they could. We would have to work that as a special case. It would be much more expensive for us to have them do it for hiring a contractor. If they use the same contractor, it should be a similar cost, but plus they have to buy a permit. When we board it up, we don't do a permit for UG to board it up. It would be more expensive for us to do it I believe.

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Melissa Sieben, Assistant County Administrator, said on the off chance that something like that would ever come up for us right now, from a staffing perspective, and we're trying to keep track of everything now so hopefully we don't have to get into a situation where we're helping with that, but we can definitely give them the information and give them some recommendations of local contractors. Beyond that, I don't think we've ever been in that situation where we were doing that and then requesting to be reimbursed because that's just a whole other administrative tracking process that we would have to add into our NRC processes. **Acting Chairman Burroughs** said I wasn't attempting to advocate for that. I was attempting to find some continuity to ensure that these boarding projects follow the same procedures all the way through and we get on these abandoned homes or closed up homes as quick as we possibly can so that we have less damage when they go up for sale. That was the purpose of trying to determine how we would go about doing that if the public chose to leave the home and wanted to board it up. They could contact us, and we could find a contractor that would meet the criteria that we've set forth in our policy and they would be able to address it. **Mr. Wilson** said we almost never have that situation come up. Typically, they ask us what is necessary to board it up, we go through the permit process with them and we can refer them to the contractors that we use. Most of the time it's the inspectors going out and finding a property that's unsecured. We post a boarding abatement on them, give them 14 days to make contact with us, and then we end up boarding that property up through contractors.

Commissioner Townsend asked, Mr. Wilson, with the passage of this ordinance, assuming this goes forward, there won't be any difference across the board now with how boarding is handled whether it's a private citizen or the UG under Parks and Recreation. **Mr. Wilson** said that is correct.

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

Adjourn

Acting Chairman Burroughs adjourned the meeting at 5:30 p.m.

tk

June 3, 2019



Staff Request for Commission Action

Tracking No. 19892

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item - Land Bank Policy Change

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Policy Changes



Wyandotte County Land Bank

Economic Development Department

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Kansas City, Kansas 66101

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MEMORANDUM

TO: Wyandotte County Land Bank Board of Trustees

FROM: Chris Slaughter, Manager 

DATE: August 7, 2019

SUBJECT: Proposed Policy Changes

The Land Bank Manager is presenting changes to the current Land Bank policy for consideration. Attached to this memo are two versions

- The proposed changed version (dated 08/07/19)
- The current policy

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**WYANDOTTE COUNTY LAND BANK
(WCLB)**

**ADMINISTRATIVE POLICY
AND
PROCEDURE GUIDELINES**

**APPROVED 03/26/15
UPDATED 08/19/19**

Wyandotte County Land Bank
Administrative Policy and Procedure Guidelines
As approved and adopted by the Board of Trustees
on xxxx xx, 201x.

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. Purpose

- 1.1 Neighborhood and Land Use Planning Conformance.** The WCLB's purpose is to consider the impact of a property transfer on short and long-term neighborhood revitalization efforts and land use planning. In doing so, the WCLB will prioritize the following:

- a. The preservation of existing stable and viable neighborhoods;
- b. Neighborhoods in which a proposed disposition will assist in halting 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.

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

- 1.2** This policy is intended to create a unified and consistent approach to the disposition of real property owned by the WCLB.

In the interest of providing predictability and transparency to the sale and reuse of property, this policy will provide guidance to the WCLB in all transactions involving property as well as information to individuals and organizations considering the acquisition of property owned by the WCLB.

- 1.3 Guiding Principles.** The goals of this policy and the disposition of WCLB owned property are to:

- a. Encourage the development and reuse of vacant properties consistent with the WCLB goals, and the City Master Plan(s).
- b. Eliminate blight and revitalize neighborhoods;
- c. Strengthen the County's tax base by returning property to a productive tax paying status;
- d. Sell properties at fair market value if the proposed use is strictly private;

- e. Support and preserve open space and urban gardening;
- f. Support WCLB goals by conveying properties at a discount if the proposed use will provide significant community benefits;
- g. Convey land through a predictable, timely and transparent process;
- h. Encourage timely development and discourage real estate speculation; and
- i. Land assemblage for economic development purposes.

The WCLB will consider these goals when making decisions regarding the disposition of its property.

The WCLB will remain responsible for its own decision-making and adherence to this policy during the disposition process. The WCLB will not make available to the public all property in its inventory; however, properties which are dedicated to a public use or being reserved for City-desired programs or projects.

The WCLB may elect not to convey a requested property. The WCLB will communicate to any applicant who submitted a complete expression of interest and a complete property application for an available property the reason(s) why the property is not being sold.

1.4 Qualified Applicants.

A Qualified Applicant is defined as an individual or organization who must not:

- a. own any real property that is subject to any violations of State and/or local laws, codes or ordinances;
- b. own any real property that is tax delinquent;
- c. be barred from transactions with local government entities;
- d. Have demonstrated insufficient experience and/or lack of capacity to perform in accordance with the requirements of the WCLB;
- e. have failed to perform in prior transactions with the WCLB; and/or
- f. and currently be banned from bidding at the tax sale.

All applicants must submit their intended use for the property(ies) as required by the WCLB. Failure to submit intended usage will result in an incomplete application.

Failure to provide accurate information in the form requested may result in the denial of the application.

The WCLB encourages applicants seeking to acquire property from the WCLB to consult with the Livable Neighborhoods Department or the

neighborhood association(s) operating in the geographical area of the property.

1.5 Qualified Offer

A Qualified Offer is an application that adequately describes the purchaser's plans for the property (i.e. intended use) and is aligned with the purpose of the WCLB. The intended use must be consistent with applicable WCLB/UG plans and all City plans, and the applicant must demonstrate financial and operational capacity to carry out the plans.

Plans that require zoning variances or other City land use approvals may be processed as a Qualified Offer, only if the underlying project proposal is supported by the City it is in. The detail required of the applicant will be different depending on the proposed use, as defined later in this document under various usages.

Proposed uses must be consistent with the UG's Master Plans, Zoning, City approved and accepted plans, and all new owners are required to comply with all State, City and Federal codes, regulations and statutes.

- 1.6 Appropriate and Timely Development of Properties.** The WCLB expects that properties will be developed in a timely manner accordingly to a written agreement or as specified in the deed of conveyance. Generally, construction should commence within three (3) months from the date of conveyance and should be completed as defined by the agreement or contained in the deed. To ensure that these expectations are met, the WCLB will place conditions or restrictions on property it conveys to achieve the agreed upon outcome and will monitor these agreements until construction is complete.

- 1.7 Pricing.** The WCLB will generally price vacant land by the greater of:
- a. the Appraised Value of property set by County Appraiser as of January 1st of current year or
 - b. the value of the property's frontage times \$10.00.

The WCLB has the right to determine the asking price for each property and as result has the right to decline any counteroffer.

- 1.8 Land Categorization:** The WCLB shall define the following:
- a. Buildable
 - b. Non-Buildable
 - a. Area less than 2,000 sq. ft. or under 19.99 linear ft. of frontage

- b. Flood plain
- c. Landlocked
- d. ROW
- e. Undermined
- f. Severe topography

Section 2. Authority and Role

- 2.1 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.
- 2.2 Governance.** The WCLB is governed by a Board of Trustees comprised of the Mayor/Chief Executive and the UG Commissioners. The Wyandotte County Land Bank Manager is charged with its administration.
- 2.3 Review of Proposed Land Bank Transactions.** All proposed WCLB transactions shall be submitted by the Land Bank Manager to the Staff Advisory Team to determine if the application is acceptable and eligible to forward for further evaluation by the Land Bank Advisory Board.

The Staff Advisory Team shall evaluate applications based on UG policies and priorities, and future infrastructure and development plans. The Staff Advisory Team is composed of the Director/Manager and/or designee from the following UG Departments: *Administration, Community Development, General Services, Economic Development, GeoSpatial Services, Neighborhood Resource Center, Public Works, Treasury, and Urban Planning and Land Use.*

The Land Bank Advisory Board may advise the Board of Trustees and Land Bank Manager on matters relating to the business and affairs of the WCLB, and to suggest or be available for consultation regarding projects, proposals and/or activities which the WCLB may undertake. The membership of the Land Bank Advisory Board shall consist of representatives from each Neighborhood Business Organizations and two (2) representatives from the Executive Board of the Livable Neighborhoods Task Force. The Land Bank Advisory Board shall serve solely in an advisory capacity.

The Staff Advisory Team and Land Bank Advisory Board shall review all application(s) presented by the Land Bank Manager for consideration. Any application(s) that need further investigation will be referred to the Land Bank Manager until all necessary information

has been provided, at which time it will be brought to the Staff Advisory Team and Land Bank Advisory Board for further review.

The recommendations of the Staff Advisory Team and the Land Bank Advisory Board will be presented at the Neighborhood and Community Development Standing Committee where the Committee will approve applications and advance to the WCLB Board of Trustees for final approval.

- 2.4 Governing Authority.** The core governing documents of the WCLB are the applicable state statutes and the Unified Government 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.
- 2.5 WCLB Board of Trustees Approval.** Under law, the conveyance of property by the WCLB, must be approved by the WCLB Board of Trustees before the property can be conveyed.
- 2.6 WCLB Right to Accept or Reject.** The WCLB reserves the absolute right to accept or reject any and all applications and offers for purchase. In case of multiple applications, the WCLB will give precedence to applications demonstrating the highest and best use of the property.

Section 3. Priorities for Transfer of Land Bank Properties.

- 3.1 Priority Transfers.** Except where limited by the terms of the acquisition of a property, the WCLB may, at its discretion, give priority to, in the following order:
 - a. City government or BPU entities;
 - b. Individuals and corporate entities seeking to obtain the property for housing or commercial development for the individual's primary residence or primary business operation, or for subsequent reconveyances for private third-party ownership to be their primary residence or primary business operation;
 - c. Individuals and corporate entities seeking to obtain the property for housing and commercial development for rental purposes;
 - d. Non-profit institutions such as academic and religious institutions; and
 - e. Individuals who own and occupy residential property that qualify for the Yard Extension Disposition Program.

WCLB will consider the scale and amount of public financing involved in prioritizing competing projects on the same land.

- 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; and/or
 - e. Evidence that any property already held in Wyandotte County is compliant with the City's code.

Section 4. Conveyances to the WCLB

- 4.1 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; or
 - d. Market purchases.

4.2 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; or
- i. Unbuildable properties

- 4.3 Transaction Agreements.** In most cases a transaction agreement must be approved in advance by the Board of Trustees and executed by the WCLB and the grantor of the property. 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.
- 4.4 Environmental Concerns.** The WCLB reserves full and complete discretion to require that satisfactory evidence or assurances be provided that the property is not affected by or subject to environmental contamination.
- 4.5 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.
- 4.6 Timing.** Any property that is conveyed in or out of the WCLB will not be available for sale/transfer until approved by the Board of Trustees.

The Land Bank Manager is authorized to accept property conveyed from the UG that is a result of property being obtained from a recent County Tax Sale. The Land Bank Manager will then report the conveyance(s) at the next Board of County Commissioners Neighborhood and Community Development Stand Committee meeting.

Section 5. Conveyances from the WCLB

- 5.1 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.
- 5.2 Deed Without Warranty.** All conveyances by the WCLB to third parties shall be by quitclaim deed.
- 5.3 Conveyances requiring Board of Trustees Approval.** With the exception of conveyances of property within a hold area to previously approved, WCLB Board of Trustees-designated partnering developers, and properties subject to WCLB Rehab Program, all transfers of WCLB property shall require the approval of the Board of Trustees.
- 5.4 Conveyances pursuant to WCLB Rehab Program.** The Land Bank Manager shall seek prior approval from the WCLB Board of Trustees 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 Land Bank Manager will seek the approval of the County Administrator to commence the rehab and subsequent conveyance of the property.

5.5 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.

5.6 All qualified applicants who have successfully purchased WCLB-owned property must fulfill their commitments to the WCLB and to their neighbors, which includes paying property taxes and maintaining properties in accordance with all municipal codes and ordinances.

Section 6. Property for Community Improvements

6.1 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.

6.2 Eligibility. Properties can be conveyed to the WCLB for waiver of delinquent taxes and then re-conveyed 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.

6.3 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.

- 6.4 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 7. Agreements for Temporary Use of Land

- 7.1 Lease-a-lot.** The WCLB may enter agreements for residents and organizations to participate in a Lease-a-lot program designed to encourage and support recreation including community-based greening and individual gardening of available vacant lots.
- a. The Land Bank Manager may execute lease agreements for residents and organizations to participate in a Lease Agreement program.
 - b. The WCLB may seek to terminate the agreement upon approval from the County Administrator for another use or if the Lessee fails to meet obligations in agreement. The WCLB shall provide written notice of its intent to terminate the agreement to Lessee with a minimum of 90-days' notice of said termination; the termination date may be extended as necessary to allow Lessee to complete/harvest any garden in place at such notice.
 - c. The agreements will be for a 2-year term, with options for renewal.
 - d. 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.**
 - e. The agreements will specify that the lot must be kept clean and that grass is mowed, or otherwise maintained in compliance with the State and/or local laws, codes or ordinances.
 - f. Participants must sign a Hold Harmless Agreement or add the WCLB to their insurance policies.
 - g. 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. This might require a variance and/or a special use permit.

Section 8. Yard Extension Disposition Program

- 8.1** Yard Extensions may be applied for by abutting homeowners. The application will be reviewed by the SAT. If the SAT deems that the property should not be conveyed, then the WCLB will send the applicant a letter to inform them of the denial.

- 8.2** An applicant must be the owner of the abutting property and must be using that property as his/her primary residence at the time of application. The property to be acquired must share a common boundary at either side of the applicant's property and share the same street name. The property must be a vacant lot; properties with permanent structures are not eligible for this program. The applicant must be a Qualified Applicant.
- 8.3** Applicants can only acquire one (1) property for Yard Extension from the WCLB. The WCLB property will be permanently consolidated with the applicant's property for land use purposes.

Section 9. Land Bank Rehab Program

- 9.1 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.
- 9.2 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
- 9.3 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 Unified Government 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.

9.4 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 / Kansas City, Kansas 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.

9.5 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.

9.6 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.

9.7 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 office. The house will stay in the name of the WCLB until the passing of the final inspection from the WCLB staff.

9.8 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).
- 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 Land Bank Manager will prepare and file a Quit Claim Deed (QCD) with the Register of Deeds- office.

9.9 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 Land Bank 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 Land Bank 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; and
 - 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.

- 9.10 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.

Section 10. Development Site Control

- 10.1 Site Control: Options and Property Reservations.** The WCLB recognizes that developers often require legally recognizable site control as part of the development process. The WCLB may execute property option agreements to allow developers to pursue financing and other approvals necessary for development.

Agreements for this purpose must meet the following conditions:

- a. The applicant must be a Qualified Applicant.
- b. For each proposed project, the WCLB will allow one (1) year for that agreement and may renew the agreement at its discretion at the expiration of the term.

- c. The applicant may not occupy or use the property unless approved in writing by the WCLB.
- d. A fee will be due upon execution (nonprofits and city-supported projects may be exempt from a fee) and an additional fee may be imposed for extension of the agreement or contract. This fee is non-refundable.
- e. The WCLB will require the requestor to keep the property clear of any trash/debris, the grass mowed/maintained in compliance with the appropriate City code and the sidewalk space must be maintained including snow removal.
- f. The WCLB shall provide written notice of its intent to terminate the agreement to the applicant within thirty (30) days of said termination.

Site control options will be issued only for those projects which the WCLB deems feasible and which the WCLB can recommend for approval by WCLB BOT after the developer secures the necessary entitlements, financing, tenants and/or approvals.

All WCLB conveyances must be approved by the BOT.

Section 11. Land Banking Donation Program

11.1 Donation to WCLB. The WCLB will 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 non-buildable vacant lots;
- d. The property is a candidate for the WCLB Rehab Program without any conditions that would prohibit a donation; and/or
- 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.

11.2 Exclusions and Exceptions.

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.

- a. WCLB may require that donated property(ies) be conveyed with clear and marketable title;
- b. Property(ies) that are occupied may not be accepted as donations;
- c. WCLB shall not determine donation value for the purpose of tax benefits and
- d. Any exceptions to the provisions of the above must come before the Wyandotte County Land Bank Board of Trustees.

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

Any property that is conveyed by donation to the WCLB will not be available for sale/transfer until the meeting following the approval of the donation by Board of Trustees.

Any property that is rejected for donation but is 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.

Nothing in this section precludes acceptance of a donation of a tax sale eligible property.

Section 12. WCLB Garden Program

12.1 Individual Garden. The WCLB supports the use of vacant land for urban agriculture that improves the quality of life in the County's neighborhoods.

The WCLB may consider providing an individual or household temporary access to an unbuildable property for the applicant to maintain an individual garden. The intent is to provide an interim use for the land to eliminate blight and improve safety until development is possible. An applicant must live within 1 city block of the property. The applicant is not required to be an adjacent homeowner; however,

individual gardens are temporary, and the land remains available for development or available for the Yard Extension program if it meets the eligibility requirements.

Additional requirements The WCLB will require the applicant to maintain the garden and to maintain the sidewalk space (public right of way) outside of the garden, including snow removal and removal of overgrowth.

Acceptable Uses Subject to all necessary planning and zoning approvals, the applicant may enter and use the property for the following non-commercial, gardening purposes:

- a. To grow food, flowers, ornamental plants, and other landscaping;
- b. To compost in rodent-resistant containers;
- c. To place certain improvements to support the gardening use on the property with the prior written approval of the WCLB, such as tool sheds, fences, raised-beds, signs and bulletin boards (which may require a variance and/or a special use permit);
- d. No permanent structures may be installed on the property;
- e. Cars cannot be parked or repaired on the site; and
- f. The applicant must agree not to grow any plants regulated or prohibited by federal laws on the lot.

12.2 Community Gardens and Community-managed Open Spaces: The WCLB recognizes that community gardens encourage the productive use of vacant land, provide spaces for community building, socialization, educational, recreation and food production activities. The WCLB will support existing and established gardens that have capacity to sustain and maintain the land to ensure its viability.

Definitions A community garden is defined as one or more properties managed and maintained by a group of individuals to grow and harvest food or non-food items (such as flowers) for personal or group consumption, for donation, or for sale that is incidental in nature (i.e. not an Urban Farm). A community garden area may be divided into separate garden plots or orchard areas for cultivation by one or more individuals or may be farmed collectively by members of the group. A community garden may include common areas (such as hand tool storage sheds) maintained and used by the group. Community gardens may be used for recreational purposes, and improvements to facilitate such purposes may be allowed on a case-by-case basis upon review by the WCLB and with community support. Community-managed open spaces are spaces available to the public and may be used for recreational purposes or passive activities.

Gardens and Open Space requests must demonstrate how their project supports public priorities of:

- a. Eliminating blight
- b. Fostering neighborhood cohesion and a sense of community

The WCLB makes no representation or warranty as to the status of the property regarding the physical and environmental condition of the lot or its fitness for any use. Users are encouraged to take precautions against contaminants in the soil before consuming produce grown on site.

12.3 Requirements for Community Gardens:

- a. Entity may be held by nonprofit organizations or unincorporated nonprofit associations that are in an existing partnership with an established Neighborhood Group as verified by the Livable Neighborhoods division of Neighborhood Resource Center. This should be indicated by a letter from all organizations signed by appropriate members;
- b. Entity must work with the WCLB and Staff Advisory Team of the Unified Government to determine where the garden will be located within boundaries of neighborhood;
- c. Entity must provide maintenance and use plan which demonstrates its obligation to maintain the lot in a clean, safe, secure and sanitary condition, free of weeds, trash, debris, garbage, vermin and rats;
- d. Entity must comply with all existing codes and rules regarding vacant lots;
- e. Entity must obtain and pay for any and all permits and approvals required by the Unified Government or City's to construct or operate the site;
- f. Lot cannot be used to park, keep or store any motor vehicle, trailer, or boat at any time;
- g. Lot cannot be used to keep pets, animals or livestock on the lot;
- h. Entity must comply with all State and/or local laws, codes or ordinances;
- i. Entity must maintain the area within the public right-of-way, including both snow removal and removal of trash and debris to allow for passable sidewalks;
- j. Entity must agree not to grow any plants regulated or prohibited by federal laws on the lot; and
- k. Entities must agree in the lease to use the property at their own risk and accept the property "As-is".

**WYANDOTTE COUNTY LAND BANK
(WCLB)**

**ADMINISTRATIVE POLICY
AND
PROCEDURE GUIDELINES**

**APPROVED 03/26/15
UPDATED 05/09/19**

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 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.
- 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 re-conveyed 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 Lease-a-lot.** The WCLB may enter agreements for residents and organizations to participate in a Lease-a-lot program designed to encourage and support recreation including community-based greening and gardening of available vacant lots.
- a. .
 - a. The Land Bank Manager may execute lease agreements for residents and organizations to participate in a Lease Agreement program.
 - b. The agreements will be for a maximum 2-year term
 - 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.**
 - 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 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 un-remediated 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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Staff Request for Commission Action

Tracking No. 19893

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item - Northeast Hold Lift

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Hold NE



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, Manager 

DATE: August 7, 2019

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

On **April 11, 2019** The Wyandotte County Land Bank Board of Trustees approved a request by the Land Bank Manager to place a hold on all Land Bank property within the boundaries of the Northeast Master Plan Area. The Land Bank, with assistance from the Land Asset Management Team has been working on Policy changes to make the Land Bank more strategic in the sale(s) of vacant property throughout the County. **That hold is set to expire on September 6, 2019.**

The Land Bank Manager is requesting that hold be lifted, and all applications will be presented in upcoming meetings for presentation.

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Staff Request for Commission Action

Tracking No. 19894

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item (1) - Applications (12)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Applications

WYANDOTTE COUNTY LAND BANK - APPLICATIONS

APPLICANT	APPLICANT ADDRESS	LAND BANK ADDRESS	PROPOSED USE	STANDING COMMITTEE RECOMMENDATION
Leon Means	1107 State Ave	1109 State Ave	Yard Extension	
Maria Hernandez	1049 Ella Ave	1051 Ella Ave	Yard Extension	
Maverick Rodriguez	1432 Armstrong Ave	1508 Armstrong Ave	Yard Extension	
Micheal Walker	2438 S 18th St	2436 S 18th St	Yard Extension	
Ahmad Noory	719 S 9th St	717 S 19th St	Yard Extension	
Gobee Corporation, Inc.	1041 Armstrong Ave	1043 Armstrong Ave	Yard Extension	
Martin Lugo	2443 S 12th Ter	2445 S 12th Ter	Property Acquisition	
Hector Gonzalez	1125 Osage Ave	1129 Osage Ave	Property Acquisition	
Isreal Garcia	Kansas City, MO	1258 Southwest Blvd	Art Garden	
Pillar KC, LLC	Olathe, KS	20 Kansas Ave	New Construction	
M Star Holdings, LLC	1822 N 13th St	1824 N 13th St	Parking Lot	
M Star Holdings, LLC	1822 N 13th St	1308 Wood Ave	Parking Lot	

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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.

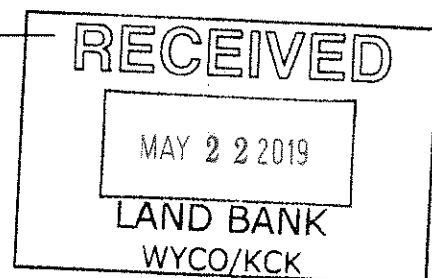
Signature (Required)

I have read and understand the information provided above and contained in this application.

Leon Means
Sign here

Date 5-22-2019

LEON MEANS
Print Name



#91

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1109 State Avenue

Parcel ID Number: 080758

Applicant Information (Please Print)

Name: LEON MCANS

Company/Organization: _____

Mailing Address: 1107 STATE AVE KANSAS CITY, KS 66102

Phone Number(s): [REDACTED]

E-mail(s): _____

Address of the adjacent structure you own: 1107 STATE AVE

Do you live in the adjacent structure above? Yes ☒ No ☐

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 ☒
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 ☒

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.

Leon Means Date 5-22-2019
Sign here

LEON MCANS
Print Name

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.
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- 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.
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- 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.

Maria Hernandez
Sign here

Date 6/4/19

Maria G Hernandez per
Print Name



#92

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1051 Ella ave

Parcel ID Number: 092638

Applicant Information (Please Print)

Name: Maria Hernandez Perez

Company/Organization: N/A

Mailing Address: 76 S 7th Street

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1049 Ella ave

Do you live in the adjacent structure above? Yes ☒ No ☐

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 ☒
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 ☒

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.

Maria Hernandez Date 6/4/2019
Sign here

Maria G Hernandez Perez
Print Name

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.
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- 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.

MAR

Sign here

Date 6-25-19

Maverick A Rodriguez

Print Name



#104

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1508 Armstrong Ave

Parcel ID Number: 091527

Applicant Information (Please Print)

Name: Maverick A. Rodriguez

Company/Organization: _____

Mailing Address: 1432 Armstrong Ave. Kansas city KS 66102

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1432 Armstrong Ave. Kansas city KS 66102

Do you live in the adjacent structure above? Yes ☒ No ☐

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 ☒
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 ☒

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.

MAR Date 6-25-19
Sign here

Maverick A. Rodriguez
Print Name

Application to Purchase a Vacant Land Bank Property as Yard Extension

Use this application if the following is correct:

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Program Requirements and Policies:

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- 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.

Michael Walker
Sign here

Date 7-26-2019

Michael Walker
Print Name



#129

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 2436 S. 18 St

Parcel ID Number: 908604

Applicant Information (Please Print)

Name: Michael Walker

Company/Organization: _____

Mailing Address: 2428 S. 18th St

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: 2438 S. 18 St

Do you live in the adjacent structure above? Yes ___ N 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.

Michael Walker Date 7-26-19
Sign here

Michael Walker
Print Name

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.

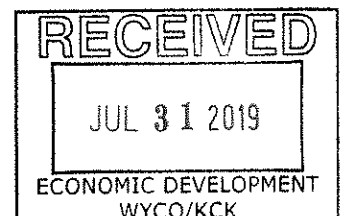
Sign here

Date

7/31/19

Print Name

AHMAD NOOR



#138

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: Vacant Land 717 S. 9th St

Parcel ID Number: 072940

Applicant Information (Please Print)

Name: AHMAD Noory

Company/Organization: _____

Mailing Address: 816 OSAGE AVE. KC KS 66105

Phone Number(s): _____

E-mail(s): _____

Address of the adjacent structure you own: _____

Do you live in the adjacent structure above? Yes ☒ No ☐

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 ☒
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 ☒

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.

Sign here

Date 7/31/19

Print Name

AHMAD Noory

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)

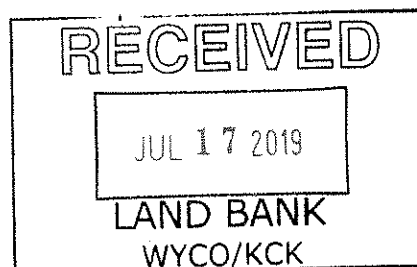
I have read and understand the information provided above and contained in this application.

Sign here

Robert A. Vile

Date 7-17-2019

Robert Vile for Gobee Corporation
Print Name



#125

Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1043 Armstrong Ave
Parcel ID Number: 080445

Applicant Information (Please Print)

Name: Robert Vile

Company/Organization: Gobee Corporation Inc.

Mailing Address: 109 E. 2nd Bonner Springs, KS 66012

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1041 Armstrong

Do you live in the adjacent structure above? ~~Yes~~ No *

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 * *
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 *

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.

Robert A Vile Date 7-17-2019
Sign here

Robert Vile for Gobee Corporation
Print Name



Application for Land Bank Property Acquisition



Use this application if:

You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

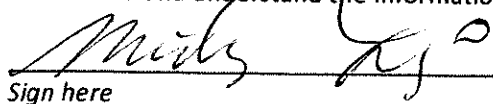
Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this program.

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
- 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 following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- 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 WCLB will discuss the asking price for each property upon the receipt of a completed application.
- 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.

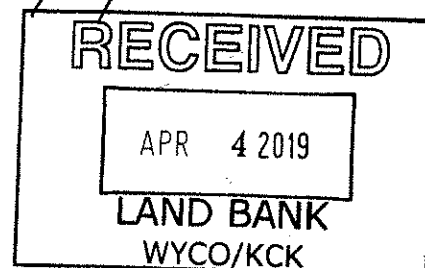
Signature (Required)

I have read and understand the information provided above and contained in this application.


Sign here

Date 04/04/19

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



#46



Application for Land Bank Property Acquisition



Print Name

Land Bank Property You Wish to Purchase: 2445 S 12 terrace KCS 66108

Parcel ID Number: 129325

Intended Usage of Property: _____

Applicant Information (Please Print)

Name: Martin LUGO

Company/Organization: _____

Mailing Address: 808 N 89 St KC KS 66112

Phone Number(s): (781) 452-1234

E-mail(s): martin.lugo@outlook.com

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 ☒
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 ☒

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.

Martin LUGO Date 04/04/19
Sign here

Martin LUGO
Print Name

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

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.

Hector Gonzalez Date 7-19-19
Sign here

Hector Gonzalez
Print Name



Application to Purchase a Vacant Land Bank Property as Yard Extension

Land Bank Property You Wish to Purchase: 1129 OSAGE AVE. KC KS 66105

Parcel ID Number: 072531

Applicant Information (Please Print)

Name: HECTOR GONZALEZ

Company/Organization: _____

Mailing Address: 936 Shawnee Rd

Phone Number(s) [REDACTED]

E-mail(s): [REDACTED]

Address of the adjacent structure you own: 1125 OSAGE AVE

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.

HECTOR GONZALEZ Date 7-19-19
Sign here

HECTOR GONZALEZ
Print Name

Application for Land Bank Property Acquisition

Use this application if:

- You are purchasing an undeveloped Land Bank property that is not adjacent to any property that you own.

Separate applications are available to purchase property for yard extension, new construction or the rehab of an existing residential or commercial structure. WCLB property that is determined to be developable may not qualify for this 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
- 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 following restrictions placed on the property.
 - Property owner must not obtain any code violations
 - Property owner must pay property taxes within the allotted time frame
 - Property owner must not sell the property for a period of 36 months
- 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 WCLB will discuss the asking price for each property upon the receipt of a completed application.
- 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.

Sign here

Print Name

Date

RECEIVED

JUL 18 2019

LAND BANK
WYCO/KCK

#126

Application for Land Bank Property Acquisition

Land Bank Property You Wish to Purchase: 1258 Southwest Blvd.

Parcel ID Number: 137240

Intended Usage of Property: Open air work space to
create my sculptures. Test ideas &
the processes.

Applicant Information (Please Print)

Name: Israel A. Garcia Garcia

Company/Organization: _____

Mailing Address: 115 W. 18th St. KCMO 64108

Phone Number(s): _____

E-mail(s): _____

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.

Sign here

Israel Garcia

Print Name

Date 7/18/2014

Land Bank Property for New Construction

Use this application for the following projects:

- Develop vacant parcels with new construction, including, but not limited to, the construction of new houses, commercial buildings, parking lots, etc.

Note: Separate applications are available for the purchase of adjacent side lots and to rehab existing residential or commercial structures.

Purchase Price and Development Costs:

Applicants are able to purchase lots for new construction at a value determined by the Wyandotte County Land Bank (WCLB) staff. This value is based on comparable sales in the area; the purchase price is firm.

Requirements and Policies:

- Not all land bank properties are available for sale—if a property is on the “Hold” list, it may not be for sale.
- An application is required for all purchases of property. No sales contracts will be accepted. If an application is incomplete, you will be contacted by the Land Bank office; 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.
- Evidence of funding is required for all applications. Applicants are required to have the funds necessary to purchase and develop the property, prior to entering into negotiations with the Land Bank staff. Funds can be a bank statement, line of credit, or pre-approval letter from a lending institution. Examples of experience are required for all applicants. Either the buyer or the buyer’s contractor must have experience doing similar work. All contractors must possess licenses, required by the Unified Government’s Neighborhood Resource Center (NRC), in order to obtain permits and perform work.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- In cases of multiple applications, the WCLB will compare the following: offer price, development plan, financial capacity, track record of applicant, type of project, consistency with adopted City Plans, and other factors. If the result is a tie amongst applicants, precedence may go to the Wyandotte County residence.
- The WCLB reserves the absolute right to accept or reject any and all applications and/or offers for purchase.
- All sales include restrictions and an agreement to finish the development plan before a deed, transferring the property, will be issued. All deeds transferred from the WCLB are prepared with the assistance of the UG’s Legal Department. All contracts contain reversionary language, allowing the WCLB to regain possession of the property and to refuse to issue the deed if the buyer:
 - fails to meet their development plan,
 - fails meet the timelines agreed to in this application, or
 - violates the other restrictions described in the contract

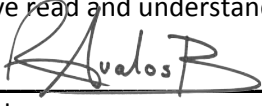
NOTE: The reversionary right is to protect the WCLB in case the buyer fails to complete the project, as agreed. If the property is reverted, the buyer will not be reimbursed for any losses and will be ineligible to purchase any future land bank property

- Depending on the project, the WCLB may require the applicant to schedule a Preliminary Site Plan Review with the Urban Planning and Zoning Department. This review is intended to identify issues, such as zoning, utility connections, and similar items that can make the project unfeasible. Zoning changes or variances must be made prior to closing and the WCLB can serve as a co-applicant to the zoning application. The WCLB further reserves the right to require a review of the development plan by the Economic Development Department.
- All work requires appropriate building permits. The buyer is solely responsible to coordinate and obtain the permits and approvals necessary to complete the project. All construction work must meet all the building requirements. If a zoning variance or rezoning is required, please note this on the application. If any necessary permit is not obtained or produced, the WCLB may start the reversionary process. Copies of all permits, pre and post construction, are to be submitted to the WCLB office.
- The buyer must apply for permits and start construction within **30 days** of the initial closing.
- All properties are 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 that all code violations must be remedied before the WCLB transfers ownership of 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’s agents, employees, or contractors. Nothing in this article restricts the WCLB’s rights and remedies available at law or in equity.
- A title policy is not purchased by the WCLB; the buyer must arrange a title policy through a title company of their choosing.
- The WCLB staff will have property inspections every 60 days that are non-negotiable. Proper notification will be given by the WCLB staff; failure to allow the WCLB staff access to the property may result in the reversion process.
- The buyer must finish the construction within the **negotiated time frame** from the initial closing. If the project is not completed by the negotiated time frame, the WCLB may invoke its right of reversion and take possession of the property. It is the responsibility of the buyer to notify the WCLB on the progress of construction and upon the completion of the project.

Any variation of the submitted Development Plan will require the prior written approval of the WCLB. Failure to complete the plan in its entirety and as submitted with the application may result in the reversion of the property and/or rejection of all future applications.

Signature (Required)

I have read and understand the information provided in this application.

 _____ Date: 7/26/2019

Sign here

Rogelio Avalos
Print Name

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: 20 Kansas Avenue

Parcel ID Number: 134707

Applicant and Contractor Information (Please Print)

Buyer Information

Name: Rogelio Avalos

Company/Organization: Pillar KC LLC

Mailing Address: 1904 South Stagecoach Drive, Olathe, KS 66062

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Rogelio Avalos

Company/Organization: Pillar KC LLC

Mailing Address: 1904 South Stagecoach Drive, Olathe, KS 66062

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website: _____

Note: Additional contractors may be listed on separate page. All Contractors will need applicable licenses, as required by the City's Building Code, for which the property resides.

Please note: The WCLB will perform a verification of the information and any falsified information may result in the rejection of the application.

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.

Project Information

1. What is the intended use upon completion:
_____ Single-family Residential
_____ Two-family Residential
_____ Multi-family Residential
 X Commercial, Type: General Contractor
2. What is your anticipated completion timeframe?
_____ 0 to 6 months
 X 6 to 12 months
_____ 12 + months
3. What is your estimated construction budget per square foot? \$ 50.00

Residential Projects:

4. Following construction, will the applicant occupy the building?
Yes X No _____
5. If the applicant will not occupy the structure, what is the intended use?
_____ Rental property
_____ Sell for homeownership

Commercial Projects:

6. Following construction, is an end user identified for the building?
 X Yes, I (we) will operate our business out of the building
_____ Yes, I (we) have an end user identified
_____ No, I (we) will seek to rent the space to a tenant
_____ No, I (we) will seek to sell the building

Development Plan

The following information must be attached to this document before your application will be processed. The application will not be considered complete until it is submitted with all attachments.

Development Plan

- Project Narrative - Please provide a written narrative of the project with a description of the work to be performed. Provide information on the construction team, including examples of past experiences on similar projects completed and any other information for the WCLB to consider in reviewing the application.
- Construction Budget - Provide a detailed breakdown of work. Be as specific as possible — the WCLB will give more weight to an application with more detail.
- Project Costs - Itemize costs for each part of the development, including where the buyer will perform work and any cost savings that are achieved from this work to help compare different proposals.
- Site Plan and Elevations - Buyers should meet with the Urban Planning and Zoning Department to identify any zoning or site development issues.

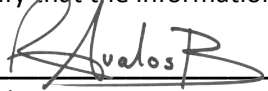
Proof of Funds

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- A letter, line of credit approval, and similar documents from a lending institution, approving any financing proposed for the project. The documents should contain the amount available, the term, and all requirements of the financing; it should state that the financing can be used for the proposed project. The amount of financing must equal or exceed the amount contained in the development project costs.
- Personal or business bank statements and a letter from the applicant, if the applicant proposes to use existing cash. The amount of the statements must equal or exceed the amount contained in the development project costs.

Signature (Required)

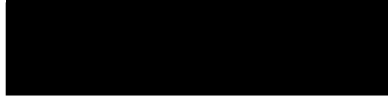
I have read and understand the information provided above and contained in this application. I hereby certify that the information I have provided for this application is true and correct.

 _____ Date 7/26/2019
Sign here

Rogelio Avalos
Print Name

PILLAR KC, LLC

1904 S. Stagecoach Dr. Olathe, KS 66062



PROJECT NARRATIVE

Date: 7/26/19

Project: 20 Kansas Avenue
Kansas City, KS 66105

Buyer: Pillar KC LLC
1904 South Stagecoach Drive
Olathe, KS 66062

Renovation Team: RA Engineering Corp.
750 Armstrong Avenue
Kansas City, KS 66101

Pillar KC LLC
1904 South Stagecoach Drive
Olathe, KS 66062

R&R Concrete Inc
1835 E 152nd Street
Olathe, KS 66062

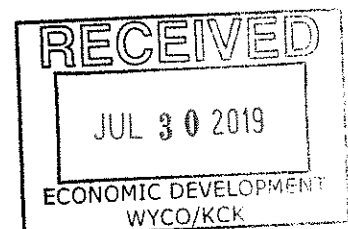
Team Experience

RA Engineering Corp consists of a team of architects and engineers with a combined experience of more than 80 years. In addition, RA Engineering Corp has worked in more than 100 projects in Kansas City, KS.

Pillar KC LLC has worked in many residential and commercial projects in the Kansas City Metro area. The projects ranged from design drawings to renovations and new construction. Pillar KC LLC has worked with the Landbank and has successfully completed 8 renovation projects and is currently working on 2 renovation projects.

R&R Concrete Inc has over 20 years of experience in site development and foundation installation.

Project Narrative - RA Engineering will perform all the design necessary to obtain building permits. Pillar KC LLC and R&R Concrete Inc. will be in charge of the construction of the building.



#134

PILLAR KC, LLC

1904 S. Stagecoach Dr. Olathe, KS 66062

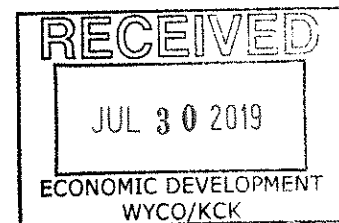
Construction Budget - 20 Kansas Avenue, Kansas City, KS 66105

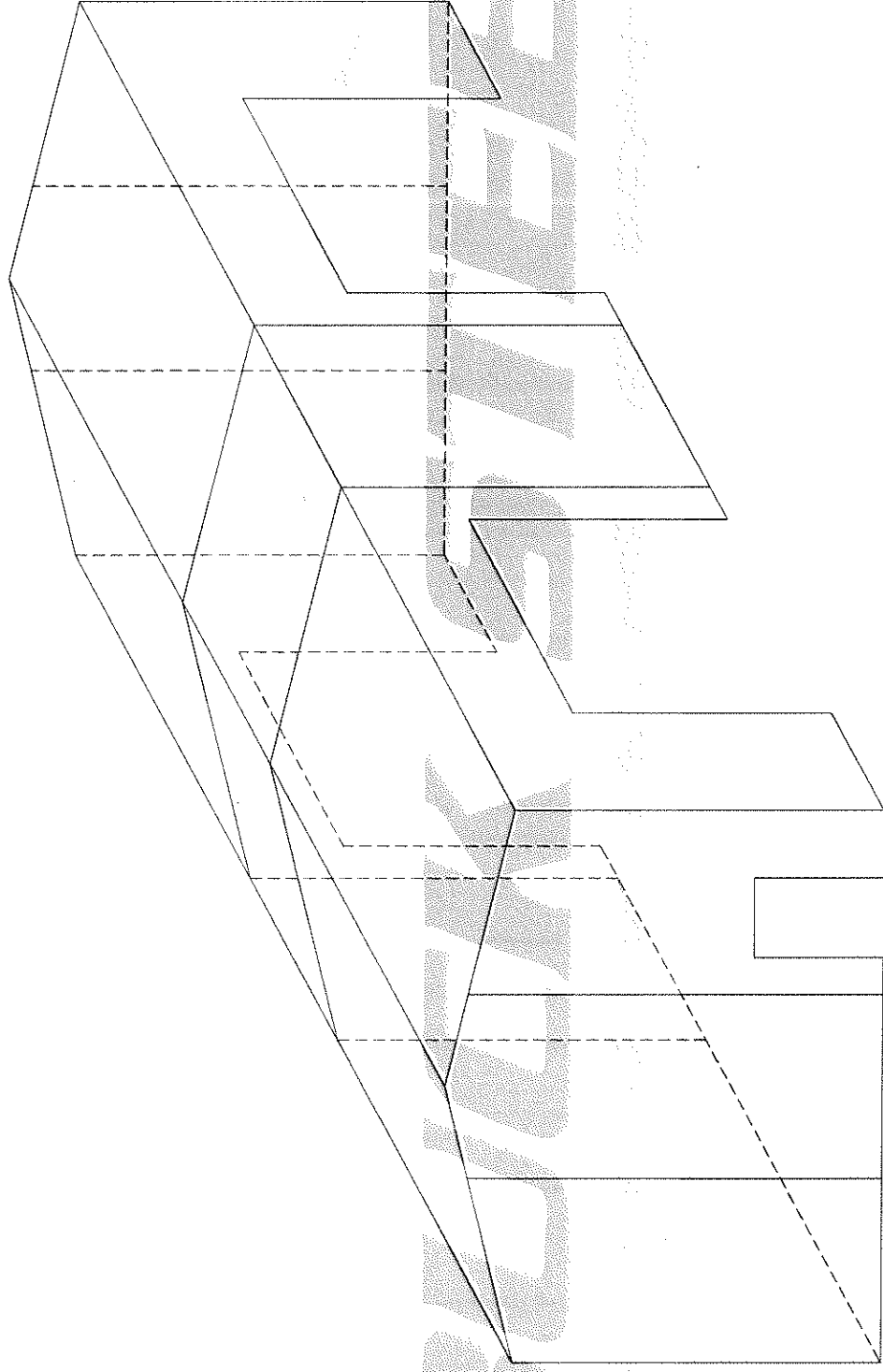
Category	Items	Quantity	Estimated Cost	Total Estimated Cost
Site Development	Driveway, Sidewalk, Fence	1	\$20,000.00	\$20,000.00
Foundation	New Driveway	1	\$12,000.00	\$12,000.00
Building	Pre-fabricated building	1	\$24,860.00	\$24,860.00
Total				\$56,860.00

Subtotal \$56,860.00

Unexpected Costs - Add 5% \$2,843.00

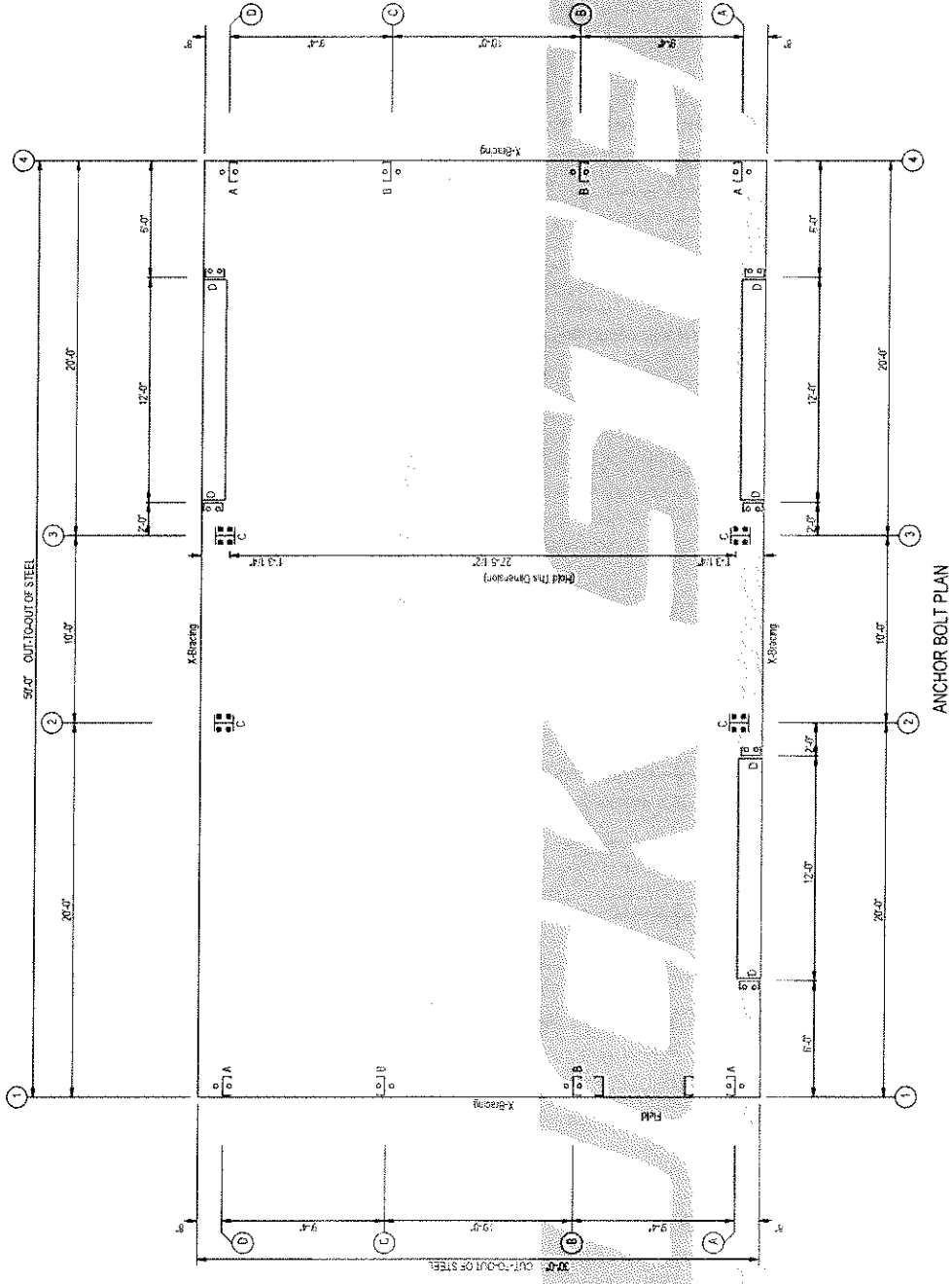
Total \$59,703.00



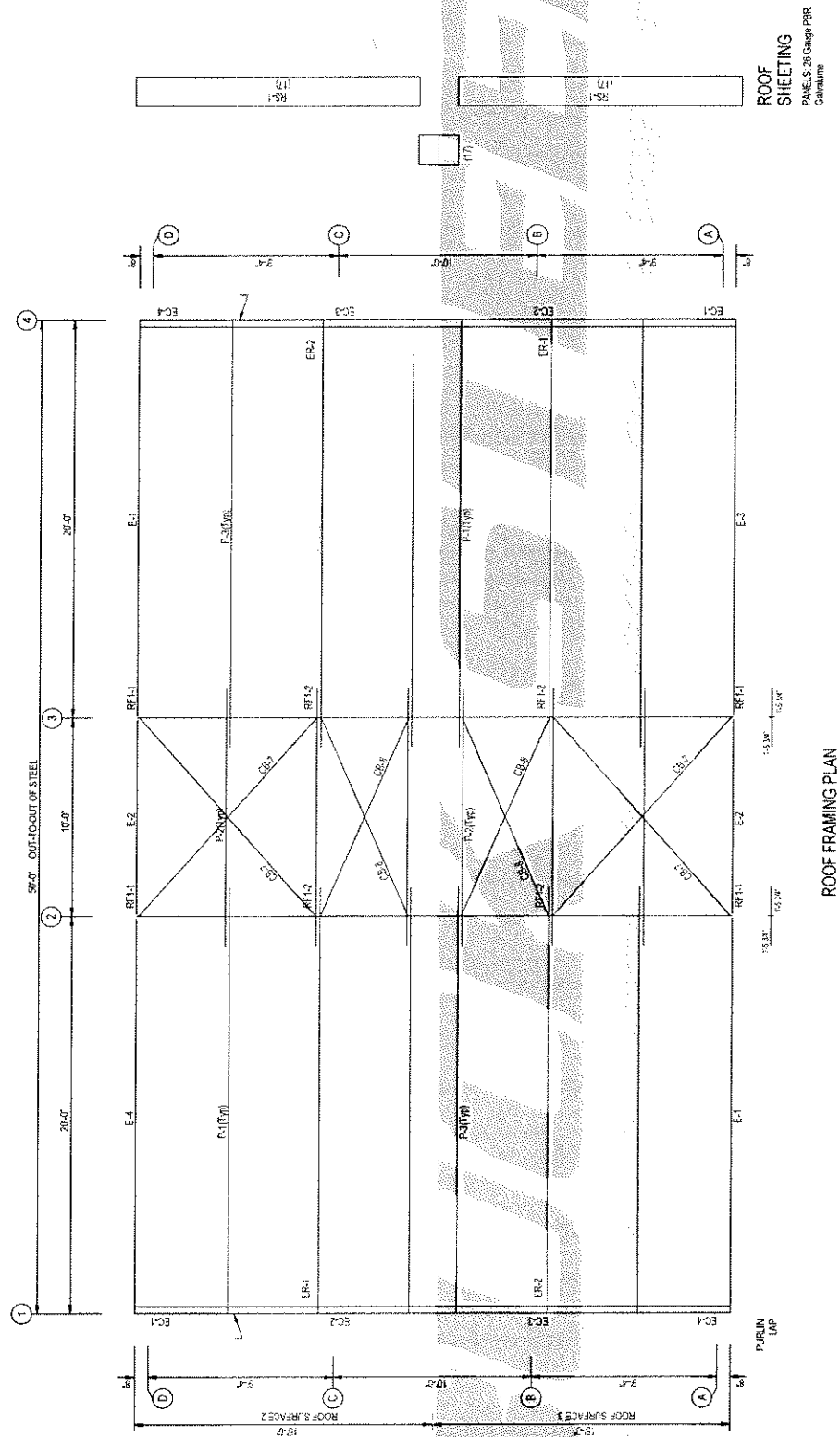


NOT FOR CONSTRUCTION - PRELIMINARY

O Dia: 5/8"
 ⊗ Dia: 3/4"

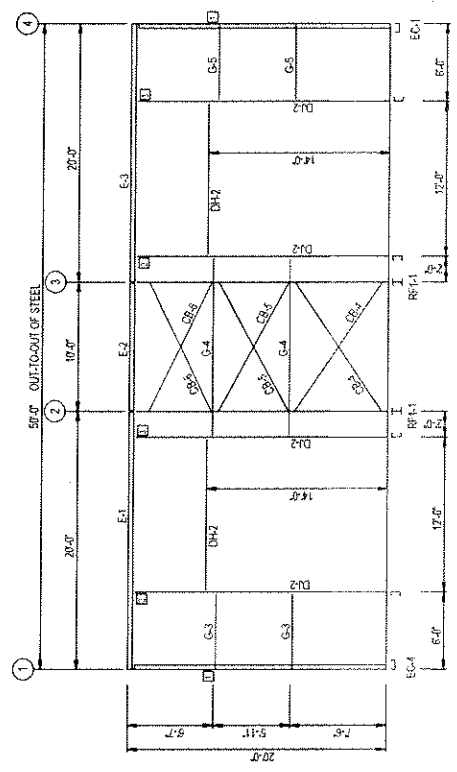


NOT FOR CONSTRUCTION - PRELIMINARY

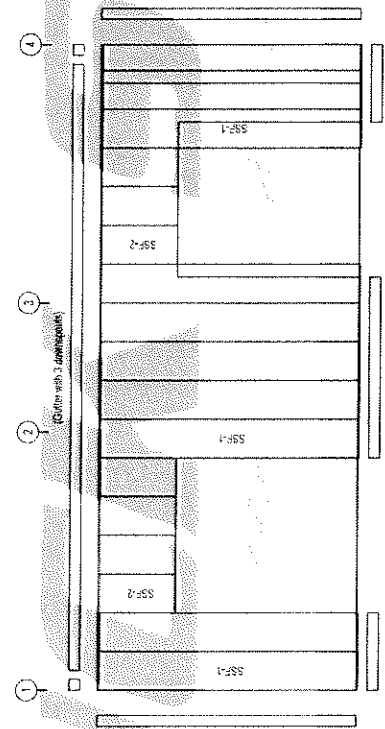


**ROOF
SHEETING**
PANELS: 26 Gauge PBR
Galvalume

CORRECTIONS	
NO.	DATE
1	10/1/01
2	10/1/01
3	10/1/01
4	10/1/01
5	10/1/01
6	10/1/01
7	10/1/01
8	10/1/01
9	10/1/01
10	10/1/01



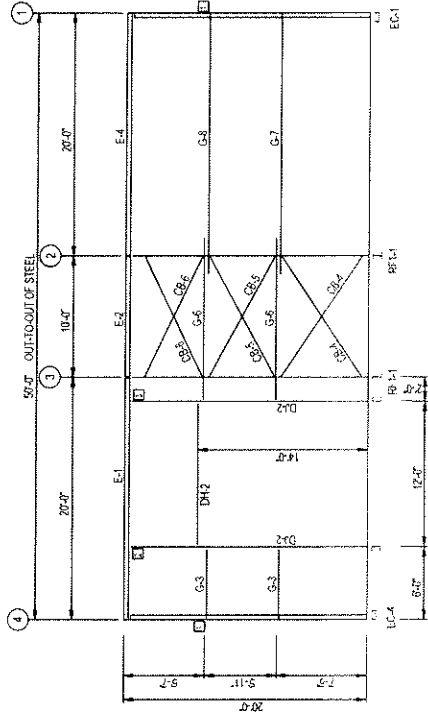
SIDEWALL FRAMING: FRAME LINE A



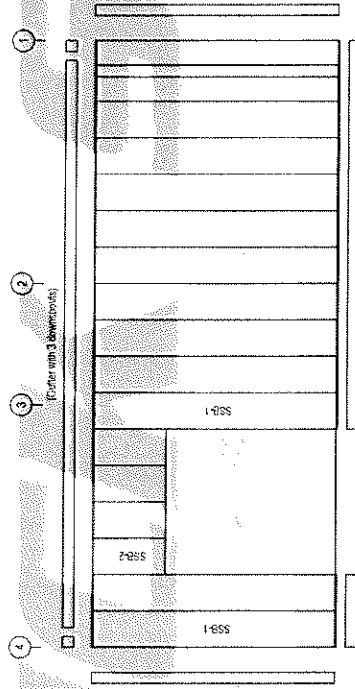
SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS 26 Gauge PRR - Desert Sand

NOT FOR CONSTRUCTION - PRELIMINARY

CORRECTIONS	
NO.	DATE
1	10/1/01
2	10/1/01
3	10/1/01



SIDEWALL FRAMING: FRAME LINE D



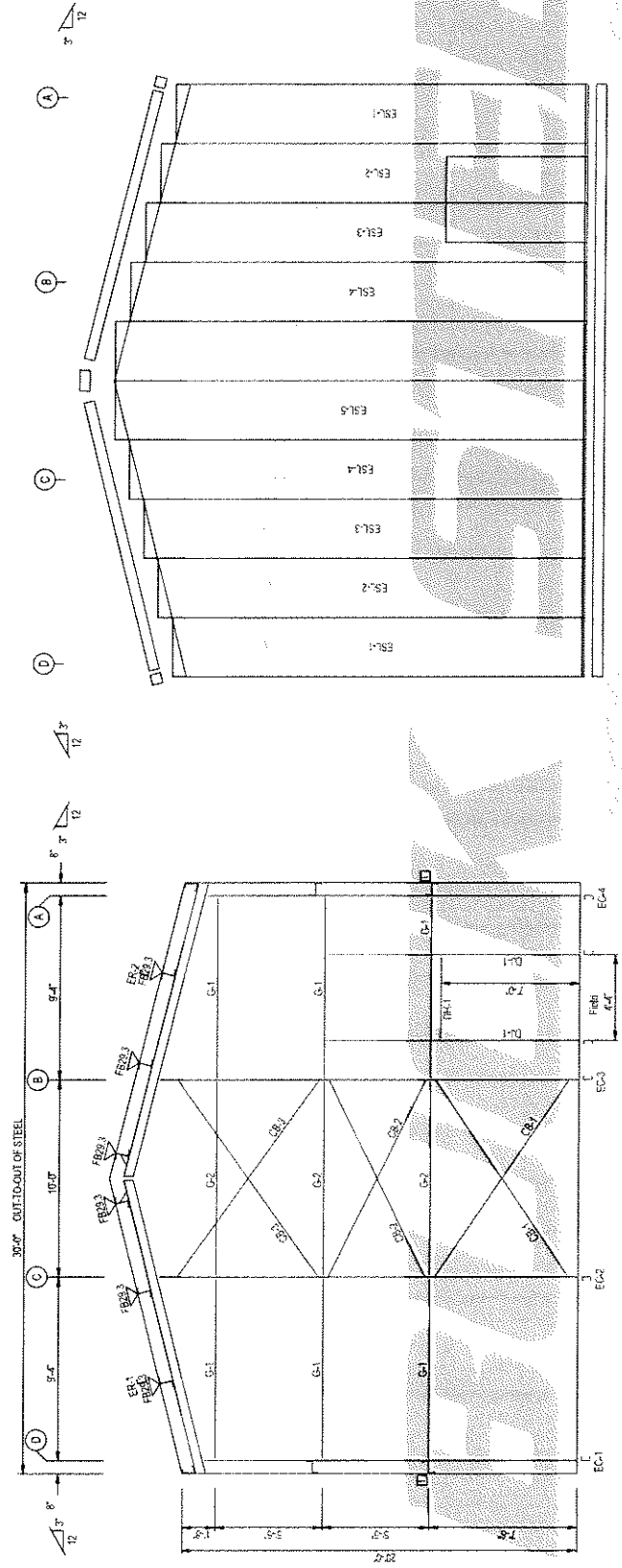
SIDEWALL SHEETING & TRIM: FRAME LINE D
PANELS: 26 Gauge PSR - Desert Sand

NOT FOR CONSTRUCTION - PRELIMINARY

SOL TABLE			
FRAME LINE 1			
SECTION	TYPE	W	LENGTH
10-10-10	4	435	1.4'
Column Rim	4	435	1.4'

FRAME SPACE TABLE			
FRAME LINE			
VEB	PART	1	LENGTH
VEB3	120X40	2	2.3' 1/2"

CORRECTION TABLE			
FRAME LINE			
VEB	120X40	2	2.3' 1/2"



ENDWALL SHEETING & TRIM: FRAME LINE 1
PANELS 26 Gauge FBR - Desert Sand

ENDWALL FRAMING: FRAME LINE 1

NOT FOR CONSTRUCTION - PRELIMINARY

Land Bank Property for New Construction

Use this application for the following projects:

- Develop vacant parcels with new construction, including, but not limited to, the construction of new houses, commercial buildings, parking lots, etc.

Note: Separate applications are available for the purchase of adjacent side lots and to rehab existing residential or commercial structures.

Purchase Price and Development Costs:

Applicants are able to purchase lots for new construction at a value determined by the Wyandotte County Land Bank (WCLB) staff. This value is based on comparable sales in the area; the purchase price is firm.

Requirements and Policies:

- Not all land bank properties are available for sale—if a property is on the “Hold” list, it may not be for sale.
- An application is required for all purchases of property. No sales contracts will be accepted. If an application is incomplete, you will be contacted by the Land Bank office; 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.
- Evidence of funding is required for all applications. Applicants are required to have the funds necessary to purchase and develop the property, prior to entering into negotiations with the Land Bank staff. Funds can be a bank statement, line of credit, or pre-approval letter from a lending institution. Examples of experience are required for all applicants. Either the buyer or the buyer’s contractor must have experience doing similar work. All contractors must possess licenses, required by the Unified Government’s Neighborhood Resource Center (NRC), in order to obtain permits and perform work.
- The WCLB will discuss the asking price for each property upon the receipt of a completed application.
- In cases of multiple applications, the WCLB will compare the following: offer price, development plan, financial capacity, track record of applicant, type of project, consistency with adopted City Plans, and other factors. If the result is a tie amongst applicants, precedence may go to the Wyandotte County residence.
- The WCLB reserves the absolute right to accept or reject any and all applications and/or offers for purchase.
- All sales include restrictions and an agreement to finish the development plan before a deed, transferring the property, will be issued. All deeds transferred from the WCLB are prepared with the assistance of the UG’s Legal Department. All contracts contain reversionary language, allowing the WCLB to regain possession of the property and to refuse to issue the deed if the buyer:
 - fails to meet their development plan,
 - fails meet the timelines agreed to in this application, or
 - violates the other restrictions described in the contract

NOTE: The reversionary right is to protect the WCLB in case the buyer fails to complete the project, as agreed. If the property is reverted, the buyer will not be reimbursed for any losses and will be ineligible to purchase any future land bank property

- Depending on the project, the WCLB may require the applicant to schedule a Preliminary Site Plan Review with the Urban Planning and Zoning Department. This review is intended to identify issues, such as zoning, utility connections, and similar items that can make the project unfeasible. Zoning changes or variances must be made prior to closing and the WCLB can serve as a co-applicant to the zoning application. The WCLB further reserves the right to require a review of the development plan by the Economic Development Department.
- All work requires appropriate building permits. The buyer is solely responsible to coordinate and obtain the permits and approvals necessary to complete the project. All construction work must meet all the building requirements. If a zoning variance or rezoning is required, please note this on the application. If any necessary permit is not obtained or produced, the WCLB may start the reversionary process. Copies of all permits, pre and post construction, are to be submitted to the WCLB office.
- The buyer must apply for permits and start construction within **30 days** of the initial closing.
- All properties are 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 that all code violations must be remedied before the WCLB transfers ownership of 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's agents, employees, or contractors. Nothing in this article restricts the WCLB's rights and remedies available at law or in equity.
- A title policy is not purchased by the WCLB; the buyer must arrange a title policy through a title company of their choosing.
- The WCLB staff will have property inspections every 60 days that are non-negotiable. Proper notification will be given by the WCLB staff; failure to allow the WCLB staff access to the property may result in the reversion process.
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Any variation of the submitted Development Plan will require the prior written approval of the WCLB. Failure to complete the plan in its entirety and as submitted with the application may result in the reversion of the property and/or rejection of all future applications.

Signature (Required)

I have read and understand the information provided in this application.

 Date: 8/6/2019

Sign here

David Cohavi

Print Name

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: B08 Wood Ave

Parcel ID Number: 098945

Applicant and Contractor Information (Please Print)

Buyer Information

Name: David Cohavi

Company/Organization: M Star Holdings

Mailing Address: 8102 W 98th St, Overland Park, KS 66212

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Jake Roach

Company/Organization: Roach Renovations

Mailing Address:

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website:

Note: Additional contractors may be listed on separate page. All Contractors will need applicable licenses, as required by the City's Building Code, for which the property resides.

Note: Contractor selection is still in progress and is not final.

Please note: The WCLB will perform a verification of the information and any falsified information may result in the rejection of the application.

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 ☒
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Project Information

1. What is the intended use upon completion:
_____ Single-family Residential
_____ Two-family Residential
_____ Multi-family Residential
☒ Commercial, Type: shops/ offices
2. What is your anticipated completion timeframe?
☒ 0 to 6 months
_____ 6 to 12 months
_____ 12 + months
3. What is your estimated construction budget per square foot? \$ 9/sqft

Residential Projects:

4. Following construction, will the applicant occupy the building?
Yes ☒ No _____ as well as
5. If the applicant will not occupy the structure, what is the intended use?
☒ Rental property
_____ Sell for homeownership

Commercial Projects:

6. Following construction, is an end user identified for the building?
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Date

8/6/2019

Print Name

David Cohavi

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Date:

8/6/2019

Print Name

David Cohavi

Application to Purchase Land Bank Property for New Construction

Land Bank Property Address: 1824 N 13th

Parcel ID Number: 098946

Applicant and Contractor Information (Please Print)

Buyer Information

Name: David Cohavi

Company/Organization: M Star Holdings LLC

Mailing Address: 8100 W 98th St, Overland Park, KS 66212

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Contractor

Name: Jake Roach

Company/Organization: Roach Renovations

Mailing Address: _____

Phone Number(s): [REDACTED]

E-mail(s): [REDACTED]

Website: _____

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_____ Two-family Residential
_____ Multi-family Residential
X Commercial, Type: Shops and offices
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X 0 to 6 months
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_____ 12 + months
3. What is your estimated construction budget per square foot? \$ 9 / sq ft

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4. Following construction, will the applicant occupy the building?
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X Rental property
_____ Sell for homeownership

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6. Following construction, is an end user identified for the building?
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Signature (Required)

I have read and understand the information provided above and contained in this application. I hereby certify that the information I have provided for this application is true and correct.

Sign here

Date 8/6/2019

David Cohavi
Print Name



Staff Request for Commission Action

Tracking No. 19895

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item - Proposed Sale of Whittier School

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Memo to WCLB BOT - Whittier



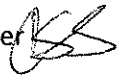
Wyandotte County Land Bank
Economic Development Department

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, Manager 

DATE: August 7, 2019

SUBJECT: Proposed Sale of Whittier School – 290 South 10th Street

The Land Bank has been in negotiations with KC Casas, LLC for the rehab of the Whittier School located at 290 S 10th St. Attached with this memo are their proposal and the Sales Contract agreement for that project; some of the highlights of that project:

- Construction of twenty-eight (28) apartment units
- Construction of retail business on the main floor
- Improvements to the building's exterior
- Improvements to the parking area and landscaping

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INTENTIONALLY**

KC Casas

July 20, 2019

Chris Slaughter
Land Bank Manager
Wyandotte County Land Bank
701 N 7th Street, Suite 421
Kansas City, Kansas 66101

RE: 290 South 10" Street, Kansas City, KS 66102

Dear Mr. Slaughter:

Please accept this letter as our offer to purchase the referenced property. Enclosed you will find a brief description of the proposed use of the property.

Please contact us if you have any questions.

Thank you,

Ivan Pedreros
President
KC Casas

Property Offer

Date: 7/20/19

Project: WCLB — Rehab Program 290 South 10th
Street **Kansas City**, KS 66102 Parcel ID
Number - **906004**

Buyer: **KC Casas Inc**
750 Armstrong Ave, Kansas City, KS 66101

Offer Price:	\$5,000.00
Estimated Renovation Cost	<u>\$2,094,740.00</u>
Estimated Total Cost:	\$2,099,740.00

Completion Timeframe: 24-30 Months after DRC plan approvals (estimated 9 months for plan approvals)

PARCEL INFORMATION: 290 S 10th Street, Kansas City, KS, 66112
ZONING: CP-0 (to be rezoned to C-D)
LAND USE: 3120- Non-retail business district.
AREA: 1.994 acre

The existing building is Old Whittier School was built in 1921-22. The total construction area is 20,050 sq. ft. and is surrounded by parking areas and an empty lot on the west side of the building.

PROPOSED USE:

A four-story mixed-use structure with private parking for tenants. Private parking is located at the north and west side of the building at the second-floor level. Public parking is located at the east and south side of the building.

The facade design and materials will reflect the character of the existing building with a subtle infusion of modern details inside. Brick, metal panel, and glass will be accented by colorful panels of stucco and paneling. The materials will be used in such a way as to reduce need for maintenance, thus keeping the building fresh and vibrant for years.

COMMERCIAL SPACE:

The first-floor faces Gilmore Avenue. This level will consist of community based commercial spaces: Food and drink (sandwich/coffee shop), bodega, laundry, and Telco. Approximately 6,300 sq. ft. of space available. The south-east corner would be ideal for a multi-tenant food space using a shared kitchen space off the corridor. Consolidation of kitchen equipment for sharing is a new and successful concept being used by professional chefs around the country and world. This lowers overhead for restaurant tenants and spurs collaboration, while giving patrons more diverse selection of dining experiences to choose from. The commercial space to the south-west corner would serve as retail support for the building tenants and immediate neighborhood. Tenants could include: convenience store with groceries, snacks, confectionery, toiletries, over-the-counter drugs, and first aid supplies.

RESIDENTIAL:

Access to the residential part of the building will be from the north side into the existing second floor. There will be one and two bed units on each floor. Each floor will consist of 4 two-bed units one in each corner and 4 one-bed unit in the center area. We are considering adding a rooftop with an additional floor taking advantage of the existing concrete floor replicating the other two levels of apartments. In total the new building will have 12 two-bed units and 12 one-bed units. Apartments range in size from 480 sf. for single bed units and 800-sf. for double bed units. These apartment units target young professionals looking for modern living space and convenient access to the urban core. They are also suited for small families long and short-term housing.

All residential units will be equipped with modern plumbing fixtures in kitchens and baths, open living spaces with abundant natural light, stacked washer/dryer units, and state of the art HVAC systems.

Cost Forecast — Cost forecast

FORECAST	Construction Area (SqFt)	Units	Cost \$/SqFt	Constr. Cost Unit	Construction Cost
Building		1		\$5,000	\$5,000
Surveying/Drawings/Demolition/Cleaning		1		\$80,000	\$80,000
One Bed	480	12	\$65	\$31,200	\$374,400
Two Bed	800	12	\$65	\$52,000	\$624,000
Studio	360	4	\$65	\$23,400	\$93,600
Retail Restaurants	1,500	2	\$65	\$97,500	\$195,000
Share Offices	1,200	1	\$65	\$78,000	\$78,000
Share Offices	670	1	\$65	\$43,550	\$43,550
Share Offices	1,200	1	\$65	\$78,000	\$78,000
Retail mobile Phone	670	1	\$65	\$43,550	\$43,550
Common Areas	1,000	1	\$55	\$55,000	\$55,000
Site Work (Fencing, Asphalt, Access, Landscape)	45,000	1	\$7	\$315,000	\$315,000
Contingency 10%				\$114,640	\$114,640
TOTAL					\$2,099,740

SALE CONTRACT WITH LAND USE RESTRICTION AGREEMENT

This Sale Contract with Land Use Restriction Agreement (the "Agreement") is made effective as of this ____ day of _____, 2019, by and between the Wyandotte County Land Bank ("Land Bank") and KC Casas, LLC ("Buyer").

WITNESSETH

WHEREAS, the Land Bank owns that certain property located at 290 S. 10th St., Kansas City, Kansas 66102, Parcel No. 906004 (the "Property"); legally described as follows:

9060, S16, T11, R25, ACRES 1.99, BEG 360FT N & 30FT W OF SE COR SW1/4 NE1/4; W 432FT, N 201FT, E 432FT, S 201FT TO POB CONTG 2AC M/L

WHEREAS, Buyer desires to purchase the Property for purposes of rehabilitation and revitalization, whereby Buyer will return a viable property to the market to either be sold to a third party or rented;

WHEREAS, the Land Bank desires to sell the Property to Buyer with the understanding that the rehabilitation of the Property must take place prior to Buyer receiving a fee simple title in the Property;

WHEREAS, this Agreement contains the key points that the parties agree to in the sale and subsequent rehabilitation of the Property.

NOW, THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound hereby, the Land Bank and Buyer agree as follows:

1. The purchase price shall be Five Thousand Dollars and NO/100 (\$5,000.00), due and payable within ten (10) day of the execution of this Agreement by the Land Bank.

2. The Property is conveyed to Buyer "as is" with no warranties of any kind or character.

3. (a) Within thirty (30) days of the date of the execution of this Agreement, Buyer shall commence clean-up of the Property. The rehabilitation of the property, which shall include all demolition and a scheduling of the Initial Inspection, shall start within 30 days of final drawings/designs being approved by all applicable Unified Government agencies. The rehabilitation of the Property shall include the construction of twenty-eight (28) apartment units (4 studios, 12 one-bedroom, 12 two-bedroom).

(b) The rehabilitation of the Property shall be completed within twenty-four (24) months of the execution of this Agreement by the Land Bank, with an additional six (6) months allowed for any necessary planning and zoning approvals and for the approvals of permits before or after renovation, for a total time limit of not to exceed thirty (30) months. Buyer shall be

deemed to have completed renovation when a Certificate of Occupancy is issued by the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government").

4. Upon the execution of this Agreement by the Land Bank, Buyer shall maintain the Property in accordance with the codes, ordinances and resolutions of the Unified Government subject to such fines and/or penalties as may be imposed by the Unified Government for violation of said codes, ordinances and resolutions.

5. Buyer shall submit all construction plans to the Planning and Zoning Department and the Building Inspections Department of the Unified Government as appropriate. Construction projects may require an appearance before the Planning Commission and the Unified Government Board of Commissioners.

6. Buyer shall obtain all permits required by the Unified Government for the construction projects involved in the rehabilitation of the Property and shall provide proof of said permits to the Land Bank upon request.

7. The Land Bank shall be allowed to inspect the Property, as per the Wyandotte County Land Bank Rehab Inspections document, to observe and evaluate the progress being made on the rehabilitation of the Property.

8. If Buyer cannot complete the rehabilitation of the property within the timeframe established in paragraph 3 above, Buyer may request an extension of time to complete the rehabilitation by completing the approved Extension Request Form provided by the Land Bank. Any request for an extension must be received in writing at least five (5) days prior to the expiration of the time provided in paragraph 3 above along with the appropriate non-refundable extension fee. Extension fees are based on the following: (a) 1-30 day extension - \$5.00 per day and (b) 31-60 day extension - \$10.00 per day. Any additional extension period, if needed after the initial extension period has been granted, shall require an extension fee of \$500.00 in addition to the appropriate \$5.00 or \$10.00 per day fee. The Land Bank will not convey title to the Property until all extension fees have been paid in full.

9. Upon completion of the improvements/rehabilitation of the Property, as verified by a final inspection report or a Certificate of Occupancy of the Property, whichever may be appropriate, the Property shall be conveyed to Buyer by the Land Bank via a deed conveying a fee simple interest.

10. If Buyer defaults in or violates any one or more of the obligations set forth above, and fails to cure such default or violation within thirty (30) days after written notice of default is sent by the Land Bank, then the Land Bank shall have the right, at its option, to re-enter and take possession of the property and to terminate this Agreement; provided, however, that the condition subsequent created herein and any re-vesting of title as a result thereof shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgagee financing the construction of improvements to the property, and that if the Land Bank exercises its right of re-entry, all right, title and interest in and to the improvements shall immediately vest in the Land Bank and Buyer shall have no claim for contribution or reimbursement for the

improvements. Buyer further waives its right to any claim for reimbursement of materials or labor put into the rehabilitation of the Property.

11. The Land Bank's failure to exercise the right of re-entry reserved herein shall not be construed to waive any rights the Land Bank may have to enforce the Buyer's obligations through any and all rights and remedies which the Land Bank or its successors and assigns may have at law or in equity for the enforcement of covenants. No waiver by the Land Bank at any time of any of Buyer's obligations shall be deemed or taken as a waiver at any time thereafter of the same or any other obligation or of the strict and prompt performance thereof, no waiver shall be valid against the Land Bank unless reduced in writing and signed by an officer of the Land Bank Board of Trustees duly empowered to execute same.

12. Buyer's obligations under this Agreement may not be assigned and/or assumed without the prior written approval of the Land Bank and provided, that any and all terms and conditions contained in this Agreement shall remain in full force and effect for any assignee or successor to Buyer and such assignee or successor shall assume all duties and obligations of Buyer as described herein.

13. During the term of this Agreement, Buyer agrees not to sell, transfer or otherwise convey all or any part of the Property or any interest in the same with the exception of any necessary lien of any mortgage financing the construction of improvements to the Property that is subservient to the interests of the Land Bank, until such time as the Property has been conveyed to Buyer pursuant to Section Paragraph 8 above.

14. This Agreement sets forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective members/managers duly authorized to do so on this ____ day of _____, 20__.

Wyandotte County Land Bank

Chris Slaughter, Land Bank Manager

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 the above-named Chris Slaughter, personally known to me to be Representative of the Wyandotte County Land Bank at the date of the execution of the above Agreement and to be the identical person whose name is affixed to and who executed the above Agreement and who acknowledged the execution of the same to be his voluntary act.

WITNESS, my hand and official seal this ____ day of _____, 20__.

Notary Public

KC Casas, LLC

Signature: Ivan Pedreros
Its: Owner

STATE OF _____, County of _____, SS:

I HEREBY CERTIFY, That before me, the undersigned a notary public in and for said county, personally appeared the above named Ivan Pedreros, personally known to me to be the Owner of KC Casas, LLC at the date of the execution of the above Agreement and to be the identical person whose name is affixed to and who executed the above Agreement and who acknowledged the execution of the same to be his/her voluntary act.

WITNESS, my hand and official seal this ____ day of _____, 20__.

Notary Public



Staff Request for Commission Action

Tracking No. 19896

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item (1) - Transfers from Land Bank (2)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Transfer from LB

TRANSFERS FROM LAND BANK

Recipient	Property Address	Parcel	Comments	Standing Committee Recommendation
Community Housing of Wyandotte County	2521 Hiawatha St	158266	These properties are part of the YouthBuild KCK Model Block Project to support neighborhood beautification and the building of safe and affordable housing. CHWC will be the Non-Profit home builder for the project.	
Community Housing of Wyandotte County	2523 Hiawatha St	158267		

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Staff Request for Commission Action

Tracking No. 19897

Full Commission Meeting Date: 8/29/19

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Item (1) - Donations To Land Bank (1)

Action Requested:

The Land Bank Manager respectfully request that the Neighborhood & Community Development Committee approve the above item and forward it to the Land Bank Board of Trustees for final approval.

This item is for approval.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Donations to LB

DONATIONS TO LAND BANK

Donor	Parcel #	Requested Donation Address	Property Type	Comments	STANDING COMMITTEE RECOMMENDATION
Robot Automation Intergration, Inc. C/O David Heaston	070910	271 S 12th St	VACANT LOT	Bought property at Tax Sale and was going to resell property; the deal did not proceed and owner states he can not take care of property. Property has back taxes from 1988 totaling \$5,078.05.	

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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: ROBERTA AUTOMATION INTEGRATIONS *out of Business*
 Mailing address: 425 ANN *DAVE HEASTON*
 City: KC State: KS Zip: 66101
 Daytime Phone #: 913 - 281-1078 Alternate Phone #: NONE
 Email address: NONE

DONATED PROPERTY INFORMATION
 Property address: 271 S. 12 ST Parcel ID#: 070910
 Structure or vacant lot: VACANT
 Why are you requesting to donate your property? Bought on spec @
tax sale - BPV Water was installing expanding
behind plant. I thought it might be a good buy.
I had fell thru - had need to keep -

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: Dave Heaston Date: 5-20-19

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

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Staff Request for Commission Action

Tracking No. 19898

Full Commission Meeting Date: NA

Committee: Neighborhood & Community Development

Date of Standing Committee Action: 8/19/19
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(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
8/7/2019	Chris Slaughter	x8977	CSlaughter@wycokck.org	Land Bank

Item Description:

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

Action Requested:

This item is for information only.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List: