



ABILENE LAND BANK BOARD OF TRUSTEES - MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

April 28, 2025 - 4:00 pm

THIS MEETING WILL BE HELD IMMEDIATELY AFTER THE REGULAR CITY COMMISSION MEETING

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive**

1. Call to Order
2. Roll Call: ___ Rein ___ Miller ___ Kollhoff ___ Witt ___ Meysenburg

Consent Agenda (*Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

3. Agenda approval for the April 28, 2025, Land Bank Board of Trustees meeting.
4. Meeting minutes: February 24, 2025, Land Bank Board of Trustees meeting.

Public Comments and Communications

5. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

6. Consider approval of a Lot Purchase Agreement for the three lots in Cedar Ridge Estates. – City Manager Marsh/Community Development Director Zook

Adjournment

7. Consider a motion to adjourn the April 28, 2025, Land Bank Board of Trustees meeting. The City Commission study session will begin no sooner than 4:30 pm.



Abilene Land Bank Board of Trustees Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
February 24, 2025 @ 5:54 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – Commissioners present: Mayor Rein, Commissioners: Miller (Zoom), Kollhoff, Witt, and Meysenburg.

Staff Present: City Manager Marsh, City Clerk Mohr and City Attorney Martin.

Consent Agenda

3. Agenda Approval for the February 24, 2025, Land Bank Board of Trustees Meeting

4. Meeting Minutes: December 9, 2024, Land Bank Board of Trustees Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to approve the Consent Agenda as presented. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES. Rein YES. The motion carried 5-0.

Public Comments and Communications

5. Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Business Items

6. Development Agreement discussion for Cedar Ridge properties.

Commissioners discussed development agreement protocol for marketing the properties, re-amortizing the special assessments over a 30-year period, and a sale price of the lots of \$7,500 with a rebate of \$2,500 when a house is built on the property. More discussion to follow.

Adjournment

7. Consider a motion to adjourn the February 24, 2025, Land Bank Board of Trustees meeting.

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to adjourn the February 24, 2025, Abilene Land Bank Board of Trustees meeting at 6:25 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Miller YES, Rein YES, The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, April 28, 2025

Session: Regular Meeting

Topic: Lot Purchase Agreement – Cedar Ridge Development

Department: Community Development

Staff Contact: Community Development Director/City Manager

Background:

At the December 9, 2024 Land Bank Trustees meeting, the board accepted the donation of 3 lots in the Cedar Ridge Development into the Land Bank.

At the February 24, 2025 meeting of Land Bank Trustees, city was directed to draft a lot purchase agreement with the following parameters:

- Sale price of \$7500.
- If a single family unit was constructed within a designated timeframe, \$2500 would be rebated to the owner.
- The outstanding and remaining specials would be reamortized over a 30 year period.

Attached is a proposed lot purchase agreement for the Cedar Ridge Estates No. 1 lots. This is substantially similar to the Golden Belt Heights form that we developed in 2023. Please note the new language in Section 9, related to reamortization of special assessments. Under this language, we will pursue the reamortization on each lot, around the time of closing. This will ensure that the 30-year clock starts at the time the new owner receives ownership and possession.

Recommendation:

Approve the Lot Purchase Agreement for the three lots in Cedar Ridge.

Fiscal Note:

\$22,500 Initial Revenue from lot sales
\$7500 Expenditure for rebates
\$15,000 total potential revenue

Funding Source: All transactions will occur through the land bank fund.

LOT PURCHASE AGREEMENT

This Lot Purchase Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Abilene Land Bank ("Seller"), and _____ ("Buyer").

WHEREAS, Seller is the owner of certain lots within the Cedar Ridge Estates No. 1 subdivision, in the city of Abilene, Kansas ("Subdivision");

WHEREAS, Seller and the City of Abilene, Kansas ("City") wish to incentivize private development of single and multifamily homes in the Subdivision;

WHEREAS, Buyer desires to acquire a lot and build a single or multi-family home in the Subdivision, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein the parties agree as follows:

1. PROPERTY TO BE SOLD: Seller does hereby agree to sell and convey to Buyer by a good and sufficient Special Warranty Deed the following described real estate, situated in Dickinson County, Kansas, to-wit:

Lot ____, Bock ____, Cedar Ridge Estates No. 1 to the City of Abilene, Dickinson County, Kansas.

2. PRICE: The consideration of the transfer is Buyer's payment to Seller the sum of \$7,500.00, and the compliance by the Buyer with the terms and conditions contained herein; provided, however, that the sum of \$2,500.00 will be refunded to Buyer, without interest, when a certificate of occupancy has been issued for the home to be constructed, and provided that all other terms have been met by Buyer.

3. TITLE EVIDENCE: Buyer is responsible for procuring any title evidence Buyer desires at Buyer's expense. Buyer is responsible for the costs of any action required to satisfy any title requirement.

4. TITLE: Seller is transferring the property to Buyer by Special Warranty Deed which warrants that it is free from any mortgage, lien, rights of parties in possession and any other encumbrance created by Seller, or occurring during the period that Seller has owned the property.

5. BUYER'S OBLIGATIONS: The following obligations are specifically required of Buyer and these obligations, together with all other terms of this Agreement that are to be performed by Buyer after closing, shall survive the closing, to-wit:

a. Site Plan: Buyer agrees to construct a single-family or multi-family home on the property substantially similar to that shown in the site plan attached hereto.

b. Home Size: The ground floor of a finished single-family home, or each unit of a multi-family home, shall be no less than 1,000 square feet. Garages, porches, breezeways and patios are not including in the calculation of finished square footage.

c. Prompt Construction: A city building permit shall be obtained prior to commencement of construction, and within sixty (60) days of closing. Construction must be completed and a certificate of occupancy issued within 365 days of securing the building permit. For good cause shown, Seller may grant up to two (2) forty-five (45) day extensions of the above time limits. Seller has sole discretion to grant or deny extensions.

6. BREACH: In the event Buyer breaches this Agreement then Seller may elect such remedy, as Seller in its sole discretion deems appropriate and including but not limited to forfeiture of the refundable component of the purchase price, requiring Buyer to transfer title back to Seller, and/or any other remedy available at law or in equity. Any costs and fees, including attorneys' fees, incurred by Seller in enforcing this Agreement or seeking remedies for breach shall be the responsibility of Buyer, and such cost shall be in addition to the forfeiture of any refundable purchase money funds. Any forfeiture of escrowed funds is to reimburse Seller for its damages which are difficult to ascertain and not as a penalty.

7. INCENTIVE REFUND: Upon Buyer complying with all construction requirements and receiving a certificate of occupancy, Seller will refund Buyer the sum of \$2,500.

8. REAL ESTATE TAX: Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of Seller. Real estate taxes for the year of the closing shall be prorated to date of closing.

9. SPECIAL ASSESSMENTS: The parties acknowledge and agree that the property is subject to certain special assessments levied by Ordinance No. 3130, related to the City's construction of utility and infrastructure improvements in the Subdivision for the use and benefit of the property. Seller's obligation to close under this Agreement is contingent upon an agreement between the City and Seller, and an ordinance adopted by the governing body of the City, in each case no later than thirty (30) days after the execution of this Agreement by both parties, which provides for the reamortization of outstanding special assessments totaling \$_____ against the property. The special assessments shall be reamortized over a period of thirty (30) years, commencing at closing, or as soon as reasonably possible thereafter, all pursuant to K.S.A. 12-5909(e). If the foregoing contingencies have not been satisfied or waived in writing by Seller within thirty (30) days after the execution of this Agreement, Seller may terminate its obligations under this Agreement by giving written notice to Buyer.

10. ESCROW AGENT: _____ is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably informed.

11. CLOSING AND COSTS: It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be closed on or before _____, 202____, at the office of the Escrow Agent. Buyer shall pay for the fee

of the Escrow Agent and for the costs of closing including recording the transfer deed and preparation and filing of any other document required to pass good title.

12. POSSESSION - RISK OF LOSS: Except as otherwise provided, possession and risk of loss shall pass to Buyer at the time of closing.

13. NONASSIGNABLE: This agreement may not be assigned by Buyer without the written approval of Seller.

14. NOTICES: Any notice required or necessary between the parties shall be in writing and given to the Seller, c/o City Manager, 419 North Broadway, Abilene, Kansas 67410, and to the Buyer at the address shown under Buyer's signature on this Agreement.

15. COUNTERPARTS: This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

16. BINDING EFFECT: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, trustees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

"SELLER"

City of Abilene Land Bank

By: _____
Name/Title:

"BUYER"

Name: _____
Address: _____
Email: _____

Name: _____
Address: _____
Email: _____