

Agenda Item No. \_\_\_\_\_


CITY OF WICHITA  
CITY COUNCIL MEETING

March 9, 1993

Agenda Report No. \_\_\_\_\_

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement to Respread Special Assessments in Reflection Ridge 9th Addition (North of 21st, West of Ridge) District V

**INITIATED BY:** Department of Public Works 

**AGENDA ACTION:** Consent

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**Recommendation:** Approve the Agreement.

**Background:** The developer, Reflection Ridge, Inc., has submitted an agreement to respread special assessments in Reflection Ridge 9th Addition.

**Analysis:** The purpose of the agreement is to respread special assessments on an equal share basis for each lot. Without the agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

**Legal Considerations:** The Law Department has approved the Agreement as to legal form.

**Recommendation/Action:** It is recommended the City Council approve the Agreement and authorize the Mayor to execute.

BM:bjm

- REFLECTION RIDGE 9TH ADDITION

OWNER/APPLICANT: Reflection Ridge, Inc., c/o Marvin Schellenberg, 7926 West 21st Street North, Wichita, KS 67212

SURVEYOR/ENGINEER: Professional Engineering Consultants, Inc., c/o Gary Wiley, 303 S. Topeka, Wichita, KS 67202

LOCATION: West of Ridge Road and north of 21st Street North

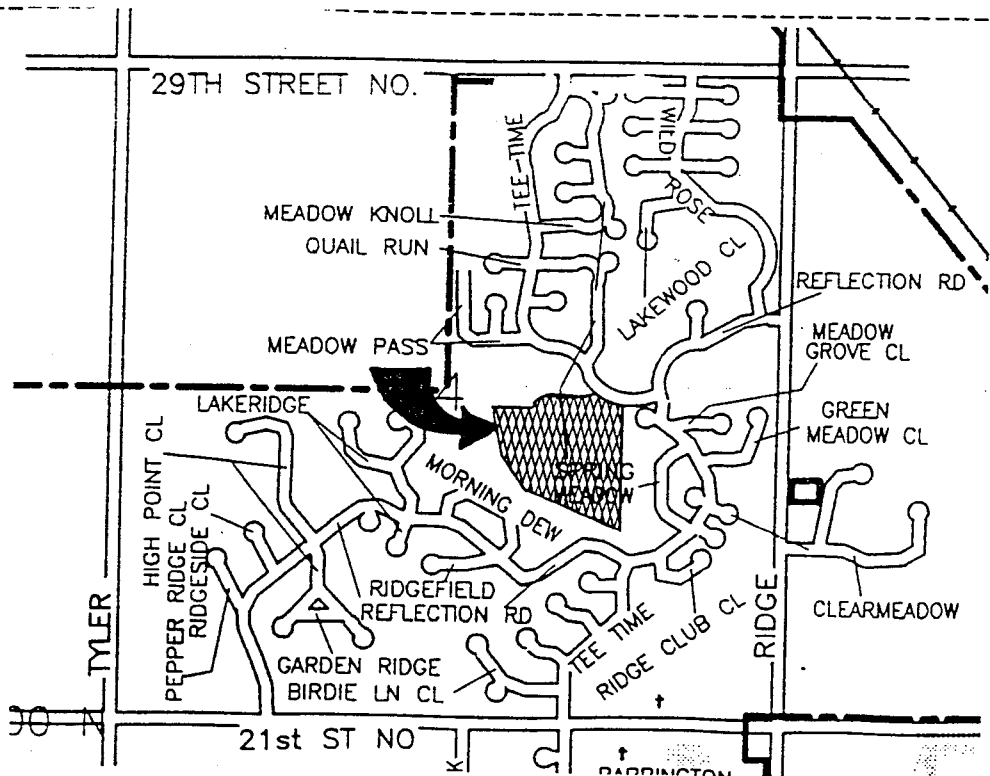
SITE SIZE: 15.15 Acres

NUMBER OF LOTS  
 Residential: 23  
 Office:  
 Commercial:  
 Industrial:  
 Total: 23

MINIMUM LOT AREA: 10,180 sq. ft.

CURRENT ZONING: "AA" One-Family Dwelling (DP-170)

VICINITY MAP:



AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,  
Party of the First Part

and

REFLECTION RIDGE, INC.  
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Reflection Ridge, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. D-746-UP, Unplatted tract in S.E. 1/4 Sec. 4, Twp. 27S, R1W, of the 6th P.M.  
was part of the improvement district for the following City project(s):

Main 15, Southwest Interceptor Sewer - Project J40470

Storm Water Sewer No. 414, 468-82101 - Ord. No. 41878

Said property was replatted as Lot 1 through 17, Block 1; and Lots 1 through 6, Block 2, Reflection Ridge 9th Addition

2. The Parties agree to make a reassessment for said project in the following manner:

The assessment to D-746 UP for Main 15, S.W.I. in the amount of \$1,046.46 annual (end year 2003), and for S.W.S. No. 414 in the principal amount of \$43,545.99; is to be pro-rated to Lots 1 through 17, Block 1 and Lots 1 through 6, Block 2, Refection Ridge 9th Addition on an equal fraction basis (1/23 each).

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring as action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefore.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

6. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

