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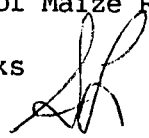
CITY OF WICHITA
CITY COUNCIL MEETING

April 23, 1991

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreements to Respread Special Assessments —
Oak Cliff Estates (west of Maize Rd, north of Douglas)

INITIATED BY: Department of Public Works 

AGENDA ACTION: Consent Agenda

Recommendation: Approve the Agreements.

Background: The developer of Oak Cliff Estates has submitted agreements to respread assessments on an equal share basis. Without the agreement, the respread will be made on a square foot basis.

Analysis: The purpose of the agreements is to respread the special assessments to reflect recent platting activity.

Financial Considerations: There is no cost to the City.

Recommendations/Actions: It is recommended the City Council approve the Agreements and authorize the Mayor to sign.

BM:gnz

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT


DATE: March 27, 1991

TO: Vicky Huang, Subdivision Engineer

FROM: Douglas J. Moshier, Senior Attorney

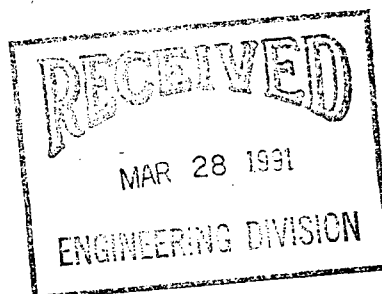
SUBJECT: Agreement for Respread
Assessments

The attached Agreement for respreading assessments in Oak Cliff Estates is approved as to form.


Douglas J. Moshier
Senior Attorney

DJM:cdh

Attachment



AGREEMENT

BY AND BETWEEN

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

and

Slawson Investment Corporation
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Oak Cliff Estates, 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. Lots 1 & 2, & Lots 18 through 21, Block 6; Lots 1,7, & 8, Block 7; & Lots 1 & 8, Block 8, Oak Cliff Estates 3rd Addition. (Key No's. D-39664 & D-39665, D-39681 through D-39684; D-39691, D-39697, & D-39698; D-39699 & D-39706)
was part of the improvement district for the following City project(s):

Lateral Sewer Project K20289 (1996)

Said property was replatted as part of Oak Cliff Estates 5th Addition

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

The assessments to the Lots listed in Section 1 (\$408.44 + \$204.22 + \$63.50 + \$696.63 + \$547.43 + \$410.63 + \$322.28 + \$322.26 + \$435.94 + \$322.28 + \$220.01 = \$3,953.63 total) are to be reassessed as follows:

See Attached

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 an 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 therefor.

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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 19__.

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas G. [Signature]
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

Slawson Investment Corporation

Larry A. Chambers
Party of the Second Part
Larry A. Chambers, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 22nd day of March, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Larry A. Chambers, Pres., Slawson Invest. Corp., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Gary L. Wiley
Notary Public

My Appointment Expires:

Jan. 3, 1993

(4099A)



Oak Cliff Estates 5th Addition:

Lots 1 through 8, Block 1, & Lots 16 & 7, Block 2, shall each pay \$18.00 annual

Lots 9 through 12, Block 1, & Lots 18 & 19, Block 2, shall each pay \$5.00 annual

Lots 13 through 34, Block 1, & Lot 3 & Lots 8 through 15, Block 2, shall each pay \$40.00 annual

Lots 4 through 7, Block 2, shall each pay \$274.00 annual

Oak Cliff Estates:

Lot 7, Block 7, shall pay \$89.03 annual

Lot 5, Block 15, shall pay \$89.00 annual

Oak Cliff Estates 3rd Addition:

Lots 21 through 25, Block 4; Lots 9, 10, & 11, Block 6; & Lots 1 through 4, Block 13, shall each pay \$89.00 annual

Lots 1 through 8, Block 6, shall each pay \$20.20 annual