

**City of Wichita
City Council Meeting
February 13, 1996**

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Capital Addition (South of 13th, West of Rock Road) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

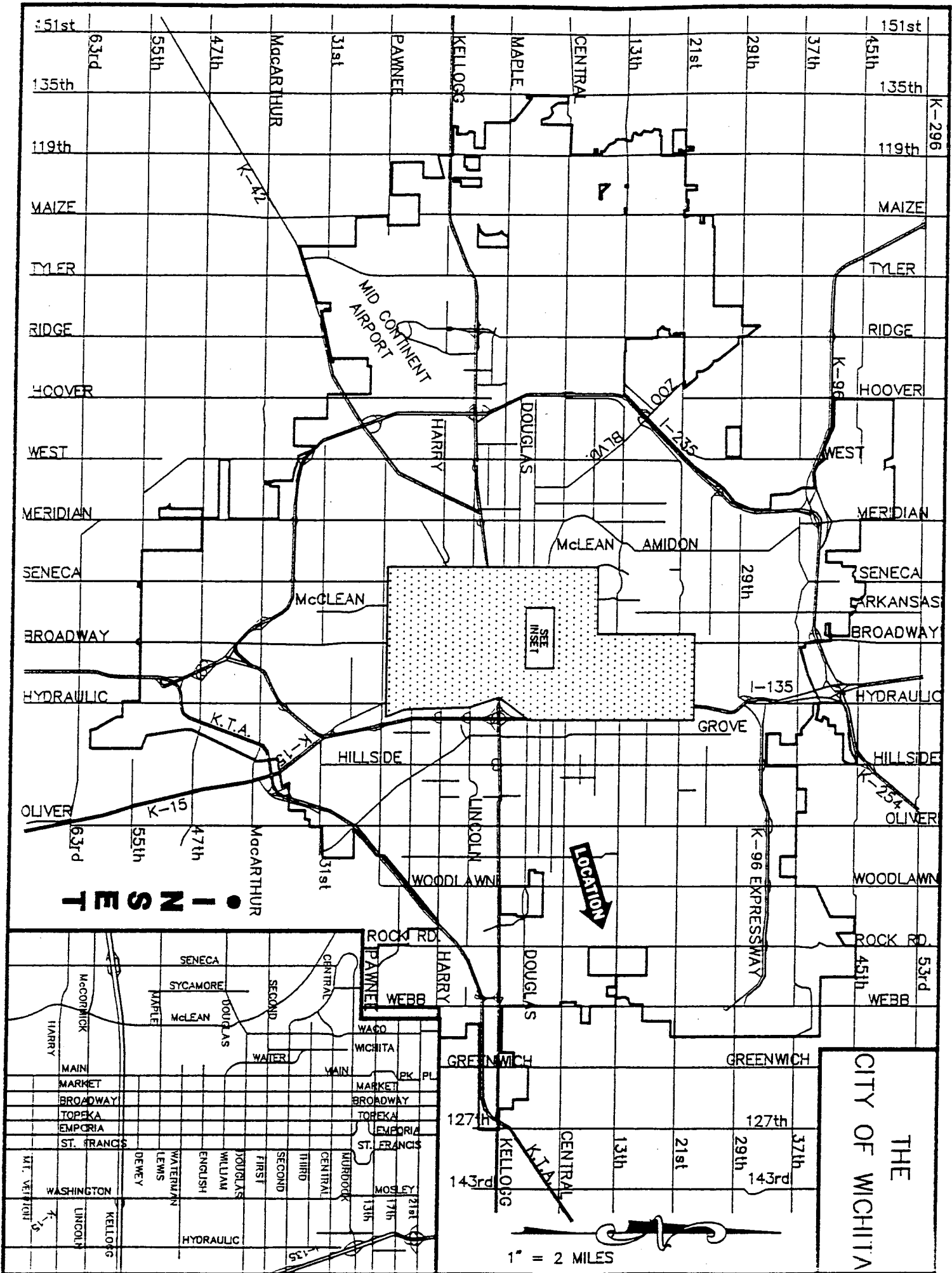
Background: The developer, W. K. Capital Enterprises, Inc. platted an addition called Capital Addition, and has submitted an Agreement to respread special assessments in the addition.

Analysis: The land was originally included in numerous improvement districts for a number of public improvement projects. 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. The Agreement will save the City time in recalculating special assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council 1) Approve the Agreement and 2) Authorize the Mayor to execute.

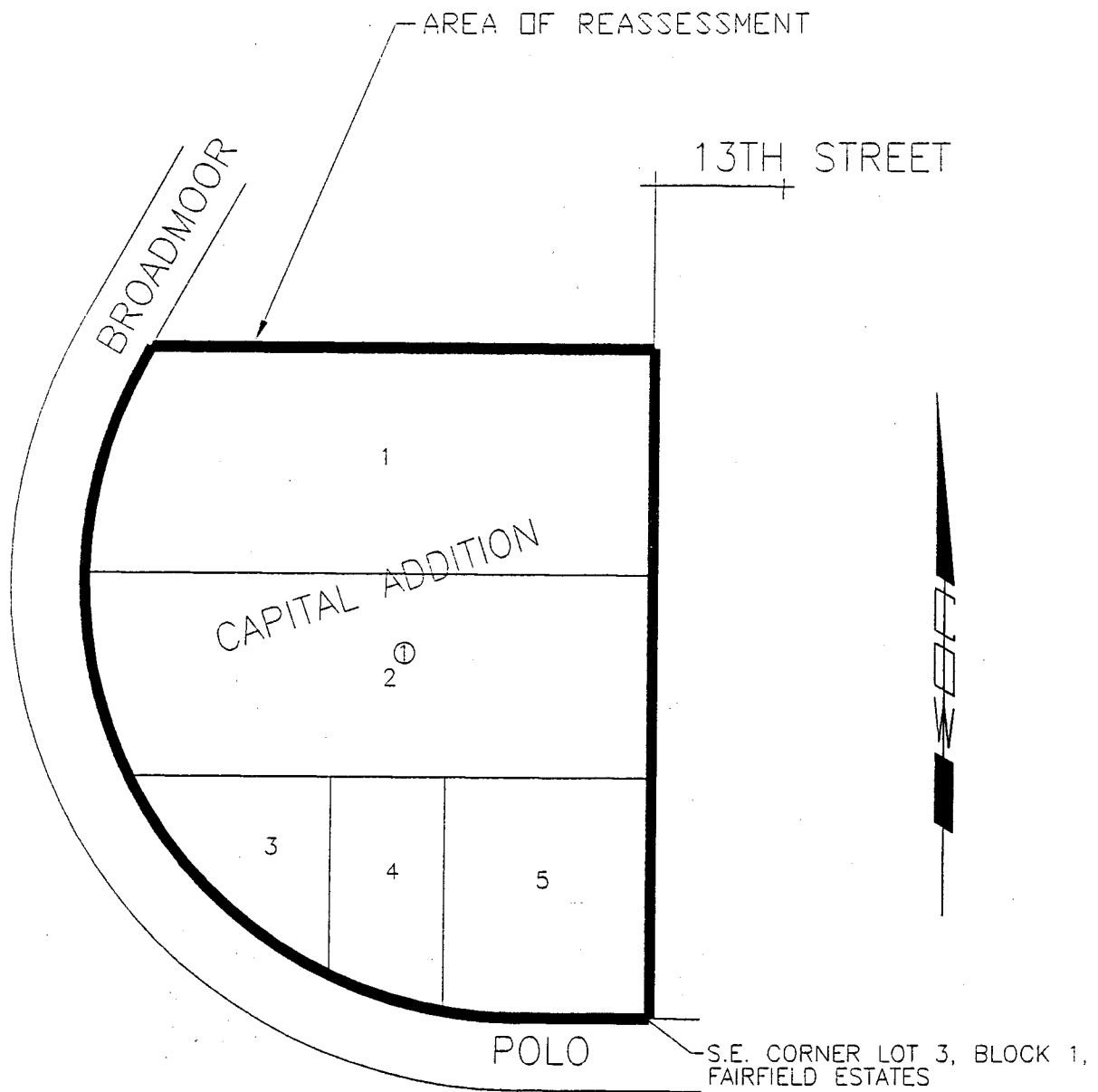


● INSET

LOCATION

THE CITY OF WICHITA

1" = 2 MILES




THE CITY OF WICHITA
OFFICE OF LAW DEPARTMENT

DATE: January 16, 1996

TO: Michael E. Lindebak, P.E., City Engineer
FROM: Douglas J. Moshier, Senior Assistant City Attorney
SUBJECT: Agreement for Respread Assessments

The attached Agreement for respreading assessments in Capital Addition is approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment

RECEIVED
JAN 17 1996
CITY - ENGINEERING

AGREEMENT
BY AND BETWEEN

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

and

W. K. CAPITAL ENTERPRISES, INC.
DR. ROBERT D. SMITH AND DR. JOAN C. LOEHR
Party of the Second Part

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

WHEREAS, Parties of the Second Part are 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, Parties 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 Parties of the Second Part are 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 thru 5, Block 1, Capital Addition to Wichita, Sedgwick County, Kansas, except beginning at the northeast corner of Lot 1, Block 1, Capital Addition to Wichita, Sedgwick County, Kansas; thence bearing S0°00'00"E, along the east line of Lot 1, extended a distance of 252.00 feet; thence bearing N89°33'53"W, a distance of 292.44 feet; thence bearing N0°26'07"E, a distance of 191.99 feet; thence bearing N89°33'53"W, a distance of 201.46 feet to a point on a curve in the west line of said Lot 1, having a radius of 400 feet and a chord of 54.74 feet bearing N26°04'35"E; thence along said curve through a central angle of 7°50'50" an arc distance of 54.78 feet; thence bearing N30°00'00"E, a distance of 12.24 feet to the northwest corner of said Lot 1; thence along the north line of said Lot 1, bearing S89°33'53"E, a distance of 426.26 feet to the point of beginning.

was part of the improvement district for the following City project(s):

A40238 - Front Street Paving

K39784 - Lateral Sewer

L39960 - Storm Sewer

M39810 - Water

Said property was replatted as Lots 1, 2, and 3, Block 1, Capital 2nd Addition

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

Lot 1, Block 1, Capital 2nd Addition shall pay 144/1000 of the total cost.

Lot 2, Block 1, Capital 2nd Addition shall pay 127/1000 of the total cost.

Lot 3, Block 1, Capital 2nd Addition shall pay 729/1000 of the total cost.

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

4. The Parties of the Second Part further waive their 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 them nor shall they 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 therefore.

5. The Parties of the Second Part further agrees that they 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:

Gary E. Rebenstorf
Gary Rebenstorf, Director of Law

BY: _____

Bob Knight, Mayor
Party of the First Part

Attest:

Pat Burnett, Deputy City Clerk

W. K. CAPITAL ENTERPRISES, INC.

By: Sharol Rasberry
Sharol Rasberry, Vice President

Dr. Robert D. Smith

Joan C. Loehr
Dr. Joan C. Loehr

Parties of the Second Part

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 20th day of December, 1995, before me, that undersigned, a Notary Public in and for the County and State aforesaid, came Sharol Rasberry, Vice President of W. K. Capital Enterprises, Inc., 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. 15, 1997



7-22-93

LOT AREAS

CAPITAL ADDITION TO WICHITA

BLOCK 1

LOT 1	=	102,410	SQ. FT.
LOT 2	=	93,651	SQ. FT.
LOT 3	=	20,699	SQ. FT.
LOT 4	=	21,103	SQ. FT.
LOT 5	=	41,685	SQ. FT.

NOTE: This plat involves a replat of a portion of a previously platted lot (Lot 3, Block 1, Fairfield Estates). This plat also involves a portion of a Parcel 3 of DP-146 Amendment #3 of the Fairfield Community Unit Plan.

STAFF COMMENTS:

- A. City Engineering needs to indicate any requirements involving existing guarantees for this site, including if any projects need to be abandoned due to this replat. As necessary, new guarantees shall be provided, in particular it appears a new guarantee needs to be provided for the extension of sanitary sewer.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- C. The applicant is reminded that if this area is to be developed for Office uses, as indicated by the CUP, DP-146, a 35' building setback to Broadmoor/Polo is required, even though a 25-foot building setback is being shown on the plat.
- D. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.
- E. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- F. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- G. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- H. Recording of the plat within 30 days after approval by the City Council.
- I. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

Note: This plat has been submitted in final form only.