

December 22, 1977

Mr. F. J. Reid  
Engineering of Urban Highways  
Kansas Dept. of Transportation  
State Office Building  
Topeka, KS 66612

Dear Mr. Reid:

Subject: 81-87 F 043-1 (24)

Enclosed find two (2) copies of the City - State agreement on the subject project together with certified copies of the action of the Governing Body.

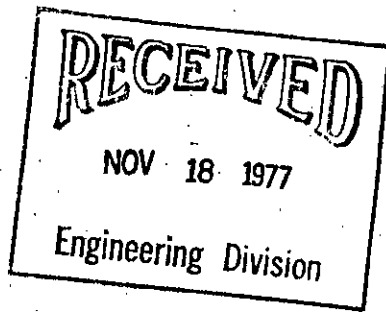
Please return one (1) fully signed copy to this office.

Very truly yours,

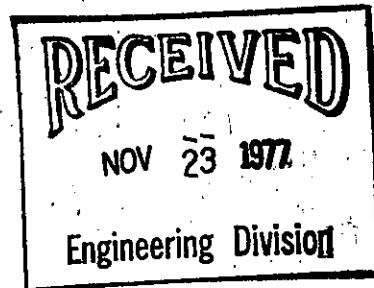
Dean Sellers  
Assistant City Engineer

DS/dla

Encls.



Agreement No. 102-77



PROJECT NO. 81-87 F 043-1 (24)

GRADING, SURFACING AND SEEDING

CITY OF WICHITA, KANSAS

A G R E E M E N T

This agreement, made and entered into this 13<sup>TH</sup> day of DEC, 1977, by and between the City of Wichita, Kansas, hereinafter referred to as the City and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary.

R E C I T A L S:

WHEREAS, The Secretary and the said City are empowered by the Laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through said City, and

WHEREAS, under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration, states and cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and highways, provided, however, that in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of the state and under the direct supervision of the Department of Transportation of such state, and

WHEREAS, the City does hereby request the Secretary to take such steps as are necessary or by it deemed advisable for the purpose of securing approval by the Federal Highway Administration of a project for the improvement of US 81 (Broadway Avenue), a connecting link of the State Highway System in the said City, and is described as follows:

Beginning at a point on the existing centerline of US 81 highway 30 feet south of its intersection with 55th Street and extending north along the existing centerline of US 81 highway to a point 1140.80 feet north of the intersection of 47th Street, a distance of 6409.65 feet.

Total length of project 1.214 miles.

NOW, THEREFORE, in consideration of the premises and to secure the approval and construction of the said project, the parties hereto mutually agree as follows:

1. That the said project when approved shall be undertaken, prosecuted and completed for and on behalf of the said City by the Secretary acting in all things as its agent and said City hereby constitutes and appoints said Secretary its agent, and all acts, proceedings, matters and things hereinafter done by the Secretary in connection therewith are hereby by said City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the said City acting in its own individual corporate capacity instead of by its agent. The plans for said project, when approved by the City, the State Transportation Engineer and the Federal Highway Administration, are by reference made a part of this agreement.

2. The City agrees that it will, in its own name as provided by law, acquire by purchase, dedication or condemnation all of the rights of way, easements and access rights shown on the approved plans in accordance with the schedule established by the Kansas Department of Transportation. It is agreed that the City may request, in writing, the Secretary to acquire the necessary right of way, easements and access rights for the City and in the name of the City. It is further agreed that, should it appear that the City is unable to acquire said rights of way, easements and access rights according to the schedule established by the Kansas Department of Transportation, the City shall request the Secretary to acquire or assist in acquiring the real property interests necessary to construct the project.

3. The Secretary will coordinate and direct the City's rights of way acquisition in accordance with provisions of state and federal laws and right of way acquisition procedures and requirements established by the Right of Way Department of the Kansas Department of Transportation and as required by Federal Highway Administration Directives, to insure participation of federal funds in the cost of the project. The City agrees to acquire said right of way in accordance with the above mentioned laws, regulations, policies, procedures and requirements.

4. Copies of rights of way or easement agreements shall be furnished the Secretary where state or federal highway funds are used in the purchase. The City further agrees that it will have recorded in the office of the Register of Deeds all rights of way Deeds, Dedications, Permanent Easements and Reports of Commissioners for condemnation of rights of way. Such rights of way or easements shall not be sold, leased, or otherwise disposed of as surplus property when not needed for public purposes except by agreement between the Secretary, the Federal Highway Administration and the City. Such agreement shall state fully the terms and conditions of such sale, lease or disposal.

5. The cost of employing attorneys for purposes other than the preparation of title evidence and real estate firms or individuals as negotiators, acquisition agents or appraisers shall not be eligible for federal or state participation unless such employment is approved in advance by the Secretary. Such approval shall be based upon fully documented experience and qualification record of the individuals or firms so employed.

6. The Secretary agrees that when the City has certified that such rights of way, easements and access rights have been acquired and has submitted such evidence as to the cost thereof as may be required, the Secretary will reimburse the City an amount based on the total approved expenditure made in acquiring said rights of way, providing, however, that the City's negotiation files contain the necessary documents to insure federal and state participation. The portion of the right of way expenses to be paid by the Secretary shall be eighty five (85) percent. In case the cost of acquisition of any right of way or easement has been decreased as a result of condemnation appeal of the court award, any refund or remittal shall be credited to the Secretary in the same percentage ratio as its original contribution. The records of the City shall be available to the Secretary and Federal Highway Administration for audit to determine the approved expense. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of any rights of way or easements within, across or through any land owned in fee simple or controlled by the City and which is not subject to leases of over one year, lying inside or outside of the limits of the City.

7. The parties hereto agree that the Secretary will provide relocation assistance for eligible persons as defined in the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", and as provided by Section 1, 2, 3, 4, 5 and 6, Chapter 5, Vol. 7, U. S. Department of Transportation Federal Aid Highway Program Manual and all subsequent regulations supplemental thereto or amendatory thereof, and in accordance with K. S. A. 1971 Supp. 74-2019 and 74-2020 and Kansas Administrative Regulations 36-16-1 et. seq.

The Secretary agrees to provide all personnel and necessary services covering the management and disposition of improvements acquired within the right of way if requested to do so by the City.

8. The City agrees that it will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes, other utilities, publicly or privately owned, which may be necessary to the construction of the project in accordance with the approved plans. The expense of said removal or adjustment of said utilities located on public right of way shall be borne by the owners. The expense of said removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by the City and the Secretary in

the same proportion as other approved right of way costs as stipulated elsewhere. In order to insure participation of federal and state funds in said expense, the City agrees to obtain plans, estimates and utility agreements covering the removal or adjustment of privately owned utilities on private right of way or easement and secure the approval of the utility agreements by the Secretary and the Federal Highway Administration before authorizing the utility companies to proceed with the work.

9. The City agrees that it will immediately take such steps as are necessary to facilitate the early adjustment of utilities and upon notification by the Kansas Department of Transportation's District Engineer, will initiate the removal or adjustment of said utilities and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all utilities before construction is started on the project except those necessary to be adjusted during construction and those which would disturb the existing street surface, curbs or sidewalks. The City will, upon notification by the Department's District Engineer, initiate and proceed to complete adjusting the remaining utilities in order that the contractor shall not be delayed in constructing the project.

10. The City agrees to furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities and report each month to the Department's District Engineer the progress of the removal or adjustment on forms furnished by the Secretary.

11. The City agrees to certify to the Secretary that all privately owned utilities occupying public right of way required for the construction of the project are permitted thereon by franchise, ordinance, agreement or permit and said instrument includes a statement as to which party will bear the cost of future adjustments or relocations that may be required as a result of street or highway improvements.

12. It is agreed that all construction items included in the approved plans shall be paid for with federal or state funds or a combination of federal and state funds.

13. The Secretary agrees to supervise the construction of the project, as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor.

14. The City agrees that when said project is completed and approved that it will, at its own cost and expense, subject to a separate maintenance agreement with the Secretary, maintain said project in a manner satisfactory to the Secretary or his authorized representatives and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance

condition, the City will begin the necessary repairs within thirty days and will prosecute the work continuously until it is satisfactorily completed. It is further agreed that maintenance of the storm sewer system shall be the obligation of the City and shall not be construed as part of, or included in future agreements covering maintenance of the city connecting link within the limits of the above described project.

15. The City agrees that it will adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the approved plans for this project and it will initiate and proceed with diligence the removal of said encroachments. It is further agreed that all such encroachments be removed before the project is advertised for letting (provided, however, that if the Secretary is satisfied, with respect to any encroachment, that the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the project, the Secretary may cause the project to be advertised for letting before such encroachment is fully removed). The City further agrees that it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of said project and it will require that all such gas and fuel dispensing pumps erected, moved or installed along said project be placed no less than twelve feet back of the right of way line. All right of way provided for said project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

16. The City agrees to prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways that the Secretary may deem necessary to permit free flowing traffic within the interchange area throughout the length of the improvement covered by this agreement.

17. The City agrees that the freeway characteristics inherent in the project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

★ 18. The City agrees to maintain control of access rights and to prohibit the construction or use of any entrances along the project within the City other than those shown on the approved plans, and to not permit additional openings in the raised, curbed, center median shown on the plans.

19. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency, shall be subject to the approval of the Secretary with the concurrence of the Federal Highway Administration and shall not be installed prior to such approval.

20. The City agrees to adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this agreement.

21. The parties do hereby agree that the "Special Attachment" attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this agreement.

22. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the Secretary and the City and their successors in office.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

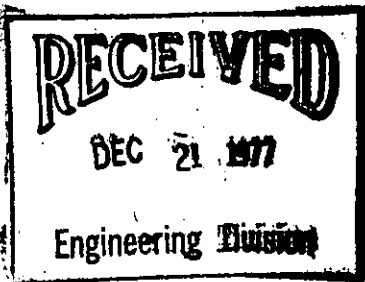
*Donald C. Gisick*  
CITY CLERK  
DONALD C. GISICK

*Tony Casado*  
MAYOR  
TONY CASADO

(SEAL)

O. D. Turner  
Secretary of Transportation  
of the State of Kansas

APPROVED AS TO FORM  
*Eugene L. Pirfle*  
EUGENE L. PIRFLE  
Assistant City Attorney  
11-27-77 Date



Approved by Board of Commissioners

GENERAL WARRANTY DEED this 16th day of July 1981

THIS INDENTURE, Made this 16<sup>th</sup> day of July, 1981, between J. W. KAMMERER, a Single Person, of Sedgwick County, in the State of Kansas, of the first part, and THE CITY OF WICHITA, KANSAS, a Municipal Corporation, of Sedgwick County, Kansas of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part its heirs and assigns, all the following-described REAL ESTATE, situated in the County of Sedgwick County and State of Kansas, to-wit:

A PERMANENT EASEMENT for highway right of way and removal of borrow material over and upon a tract of land in the Southwest Quarter of Section 16, Township 28 South, Range 1 East of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section, the West line of said Quarter Section having an assumed bearing of North 00 degrees 09 minutes West; thence South 89 degrees 33 minutes East, 360.0 feet along the South line of said Quarter Section; thence North 00 degrees 09 minutes West, 30.0 feet; thence North 89 degrees 33 minutes West, 266.2 feet; thence North 25 degrees 39 minutes West, 15.3 feet; thence on a curve on 28,573.29 feet radius to the left, an arc distance of 39.1 feet with a chord which bears North 00 degrees 06 minutes West, 39.1 feet; thence on a curve of 11,523.21 feet radius to the left, an arc distance of 38.2 feet with a chord which bears North 00 degrees 14 minutes West, 38.2 feet; thence North 89 degrees 33 minutes West, to a point on said West line 121.0 feet North of the place of beginning; thence South 00 degrees 09 minutes East, 121.0 feet along said West line to the place of beginning. The above contains 5,205 square feet, more or less, exclusive of the existing highway.

In lieu of condemnation.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining forever:

And said J. W. KAMMERER for himself and for his heirs, executors, or administrators, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents he is lawfully seized in his own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and -described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes and incumbrances of any kind:

and that he will WARRANT AND FOREVER DEFEND the same unto said party of the second part, its heirs and assigns, against said party of the first part his heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

MICROFILMED  
OF RECORD

D-10740

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
AUG 4 1981  
NO. 5 49405  
BETTE F. McCART  
REGISTER OF DEEDS

*Ed. Pasa*  
*Deputy*

ENTERED ON  
TRANSFER RECORD  
AUG 4 1981  
DOROTHY K. WHITE  
COUNTY CLERK

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand, the day and year first-above written.

J. W. Kammerer  
J. W. KAMMERER

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this 16<sup>th</sup> day of July, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. W. KAMMERER, a Single Person, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

Steven L. Potucek  
Notary Public

My Appointment Expires:  
Jan 12, 1985

STEVEN L. POTUCEK  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appl. Exp. Jan 12, 1985

this JAN 11 1983

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE January 4, 1983



TO Donald C. Gisick, City Clerk

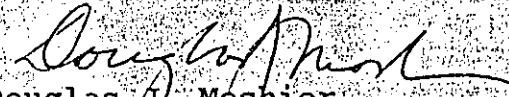
FROM Douglas J. Moshier, Assistant City Attorney

SUBJECT City of Wichita vs. South-  
west National Bank, et al  
Case No. 82 C 2617  
U. S. 81 South  
471 76 245 80782 000 000 009

Attached hereto is a certified copy of Report of Appraisers in the captioned matter, together with a certified copy of the Order of the District Court approving awards, allowing fees for appraisers and costs.

I would appreciate your placing these items on the agenda for action by the Board of City Commissioners and approval to pay the total amount of \$19,974.00.

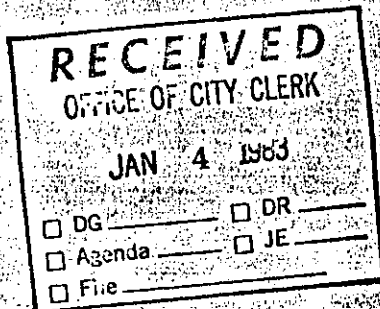
Following approval by the Board of City Commissioners we will requisition the above payment and upon receipt of same will deliver said payment to the Clerk of the District Court. This payment must reach the District Court on or before February 2, 1983.

  
Douglas D. Moshier  
Assistant City Attorney

DJM:cdh

Attachments

cc: R. W. Bruggeman, Director of Engineering  
Tim Cain, Administrative Supervisor



... could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

On and after our appointment and qualifying herein, we began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part. On November 5, 1982, at 9:00 o'clock A.M., a public hearing was held in Position H of the Sedgwick County District Court in

DECKER  
City Attorney  
DOUGLAS J. MOSHIER  
Assistant City Attorney  
City Hall - 13th Floor  
455 North Main  
Wichita, Kansas 67202  
(316) 268-4681

IN THE EIGHTEENTH JUDICIAL DISTRICT  
DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation,

Plaintiff,

vs.

SOUTHWEST NATIONAL BANK;  
RECON, INC.; and STANNARD  
CONSTRUCTION COMPANY, INC.,

Defendants,

U. S. 81 South

Case No. 82 C 2617

Pos. No. H

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein described in the petition of the plaintiff, the City of Wichita, Kansas, a municipal corporation, in the captioned matter and to determine the damages to the interested parties resulting from the takings, after being duly sworn and in accordance with the written instructions given by the Court, now report as follows:

On October 21, 1982, we published notice of our Public Hearing to commence November 5, 1982, to all interested parties by notice published in The Daily Record, a newspaper of general circulation in Sedgwick County, Kansas, the proof of which said published notice has been filed in this action. On the 26th day of October, 1982, we mailed copies of said published notice of our Public Hearing to the plaintiff and all defendant parties named in the petition whose addresses were known to us or could with reasonable diligence be ascertained, the proof of which mailing has been filed in this action.

On and after our appointment and qualifying herein, we began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part. On November 5, 1982, at 9:00 o'clock A.M., a public hearing was held in Position H of the Sedgwick County District Court in

Wichita, Kansas, at the time and place stated in the published and mailed notices, at which time we heard oral and/or written testimony concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by The Honorable Ron Rogg, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the petition. The damages to the interested parties resulting from the takings are as follows:

TRACT NO. 118

A PERMANENT EASEMENT for highway right of way and removal of borrow material over and upon a tract of land in Lots 1, 2 and 3 of Block 2, Morse Addition, Wichita, Kansas, described as follows: BEGINNING at the Southwest corner of said Lot 3, the South line of said Lot having an assumed bearing of South 89 degrees 33 minutes East; thence South 89 degrees 33 minutes East, 12.2 feet along said South line; thence on a curve of 11,523.21 feet radius to the left, an arc distance of 160.4 feet with a chord which bears North 00 degrees 44 minutes West, 160.4 feet; thence North 05 degrees 00 minutes West to the Northwest corner of said Lot 1; thence Southerly along the West line of said Lots to the place of beginning. The above contains 7,575 square feet, more or less.

OWNER: Southwest National Bank  
400 East Douglas  
Wichita, Kansas 67202

TENANT: Recon, Inc.  
4722 South Broadway  
Wichita, Kansas 67216

LIENHOLDER: Stannard Construction Company, Inc.  
6015 North Broadway  
Wichita, Kansas 67219

(a)	Value of the entire property or interest before taking	\$ 376,100.00
(b)	Value of that portion of the property or interest remaining after taking	\$ 356,708.00
	VALUE OF EASEMENT TAKEN AND DAMAGES RESULTING THEREFROM	\$ 19,392.00

We, the appraisers, determine the total damages to the respective interested parties to be as follows: \$ 19,392.00 .

We, the undersigned appraisers, file this Report of Appraisers with the Clerk of the above Court on the 3rd day of January, 1983, and hereunto affix our signatures as of that date.

Don Matlack  
Don Matlack

Tim Holt  
Tim Holt

Bonnie Lackey  
Bonnie Lackey  
Appraisers

Approved by the Court this 3 day of January, 1983.

W. H. POGG  
JUDGE



Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument filed on the 3 day of Jan, 1983, and recorded in this Court of the Eighteenth Judicial District, Sedgewick County, Kansas. Dated this 3 day of Jan, 1983.  
Clerk of the District Court  
By W. H. POGG

N DEKKER  
 City Attorney  
 DOUGLAS J. MOSHIER  
 Assistant City Attorney  
 City Hall - 13th Floor  
 455 North Main  
 Wichita, Kansas 67202  
 (316) 268-4681

IN THE EIGHTEENTH JUDICIAL DISTRICT  
 DISTRICT COURT, SEDGWICK COUNTY, KANSAS  
 CIVIL DEPARTMENT

THE CITY OF WICHITA, KANSAS,  
 A Municipal Corporation,

Plaintiff,

vs.

SOUTHWEST NATIONAL BANK;  
 RECON, INC.; and STANNARD  
 CONSTRUCTION COMPANY, INC.,

Defendants,

U. S. 81 South

Case No. 82 C 2617

Pos. No. H

ORDER APPROVING REPORT AND  
 ALLOWING APPRAISERS' FEES

NOW, on this 30th day of December, 1982, the above matter comes on for hearing upon the application of the Court's appointed appraisers in the above matter for an allowance of fees for their services. The Court, having examined the report and having been advised of the time, the application of skills and the complexity of appraising the subject lands, and having been advised in the premises, finds that the reasonable value of the appraisers' services is \$175.00 per appraiser.

IT IS, THEREFORE, BY THE COURT ORDERED that the report of the appraisers dated January 3, 1983, should be and is hereby approved and that the appraisers should be allowed said sum each and that upon the payment of these amounts as costs to be charged to this condemnation project, the Clerk of the District Court shall forthwith make payments in the following amounts:

Award to Landowners	\$ <u>19,392.00</u>
Appraiser - Don Matlack	\$ <u>175.00</u>
Appraiser - Tim Holt	\$ <u>175.00</u>
Appraiser - Bonnie Lackey	\$ <u>175.00</u>
Court Costs	\$ <u>57.00</u>

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument filed on this 3 day of Jan and recorded in this Court, the Eighteenth Judicial District, Sedgwick County, Kansas, on this 3 day of Jan.  
 Clerk of the District Court  
 By Mike Robinson

1983

Judge



SUBDIVISION COMMITTEE  
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 10  
January 12, 1989

STAFF REPORT  
(Preliminary Plat)

CASE NUMBER: S/D 88-110 K.B.K.'s ADDITION

OWNER/APPLICANT: Herb Krumsick, 150 N. Market, Wichita, KS 67202

SURVEYOR/ENGINEER: Baughman Co., P.A.

LOCATION: Northeast corner of Broadway and 47th Street South

SITE SIZE: 1.7 acres

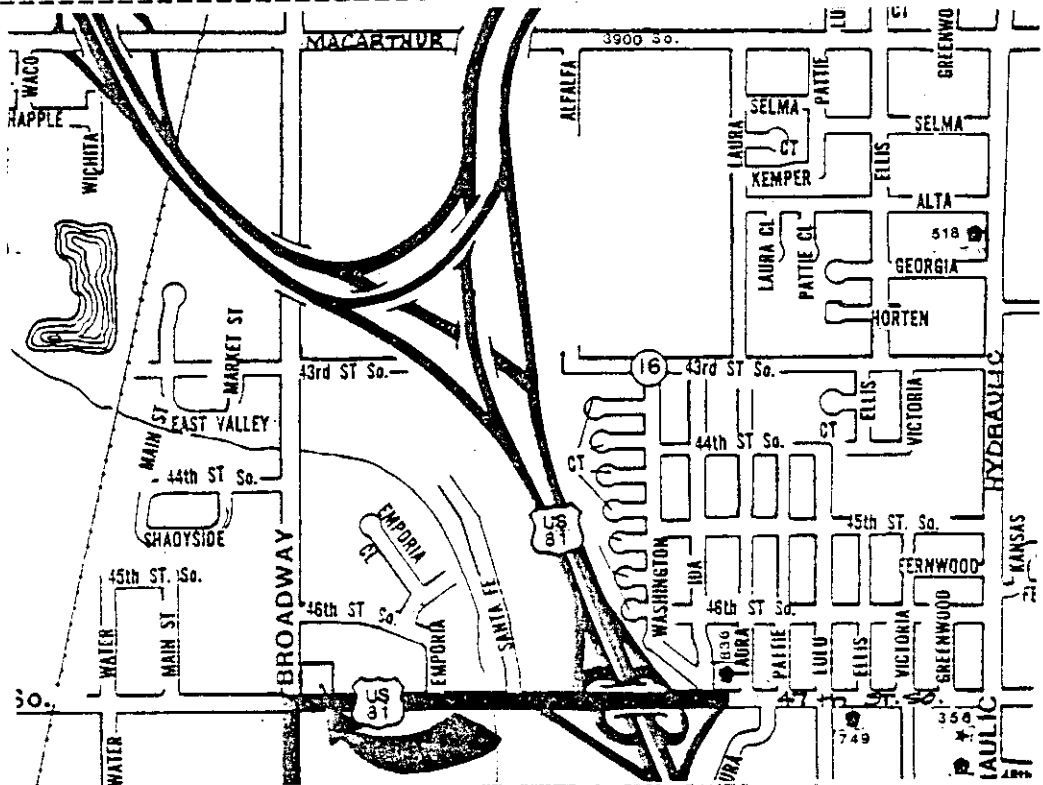
NUMBER OF LOTS

Residential:	
Office:	
Commercial:	3
Industrial:	
Total:	3

MINIMUM LOT AREA: 21,000 sq. ft.

CURRENT ZONING: "LC" & "C"

VICINITY MAP:



STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. The applicant shall guarantee construction of the storm sewers required by this plat.
- D. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- E. The final plat shall indicate the platting of complete access control across the west 40-feet of the south line of Lot 1 and shall provide the appropriate language in the plat's text.
- F. The final plat shall indicate the additional street right-of-way dedicated at the north 179 and west 12.19 feet of this plat.
- G. The final plat shall indicate the amount of right-of-way obtained by condemnation and include the case number on the face of the plat.
- H. The final plat tracing shall indicate angles or bearings for the perimeter of this plat.
- I. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- J. 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.
- K. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- M. The Traffic Engineer should be prepared to comment on the amount of access control which should be platted to 47th Street South across the south line of Lots 1 and 3.

- N. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept. In addition, City Engineering is requested to comment on the adequacy of street right-of-way for 47th Street South.
-



METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL — TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202-1682  
(316) 268-4561

January 13, 1989

Baughman Co., P.A.  
315 Ellis  
Wichita, KS 67211

Re: S/D - 88-110 - K.B.K.'s Addition

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, January 12, 1989, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. Since neither municipal water nor sanitary sewer is available to serve this property, the applicant shall contact the Environmental Health Division of the Health Department to find out what tests may be necessary and what standards are to be met for approval of on-site sewerage facilities and water wells. A memorandum shall be obtained specifying approval.
- B. On the final plat, any pipelines and pipeline easements effecting this site shall be shown and labeled, and the recording information indicated.
- C. The applicant shall submit a copy of the instrument which establishes the Pipeline Easements on this property. The applicant's agent shall determine any setback requirements from the pipeline by researching the text of the pipeline agreement.
- D. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- E. As required by Section 8-103(1), the final plat tracing shall indicate the placement of irons at all corners of this subdivision. A legend shall be added to the face of the plat which identifies the irons set and the irons found.

- F. On the final plat, the plattor's text shall indicate that access control is being dedicated to the appropriate governing body with the opening, determined by the appropriate engineer.
- G. On the final plat, the centerline of Webb Road shall be labeled.
- H. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to County Engineering for review and approval. This plan shall particularly address any problems that may be included with the drainage, off-site of any harmful materials such as salts and automobile chemicals stored at this location. The County Health Department shall also prepare a report for the plat file which also addresses any potential problems in this regard. This report shall be provided before or with the final plat so as to be available for distribution with the final plat.
- I. 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.
- J. 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.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

The enclosed "marked" copy of the plat is for your information and files. If you should have any questions, please call.

Sincerely,



Don Losew  
Junior Planner

DL:svm

Enclosure

cc: Jim Weber, County Engineer  
Jack Brown, County Health Department  
Mike Lindebak, City Engineer

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STAFF REPORT  
(Final Plat; Preliminary Plat approved 1/12/89)

CASE NUMBER: S/D 88-110 K.B.K.'s ADDITION

OWNER/APPLICANT: Herb Krumsick, 150 N. Market, Wichita, KS 67202

SURVEYOR/ENGINEER: Baughman Co., P.A.

LOCATION: Northeast corner of Broadway and 47th Street South

SITE SIZE: 1.7 acres

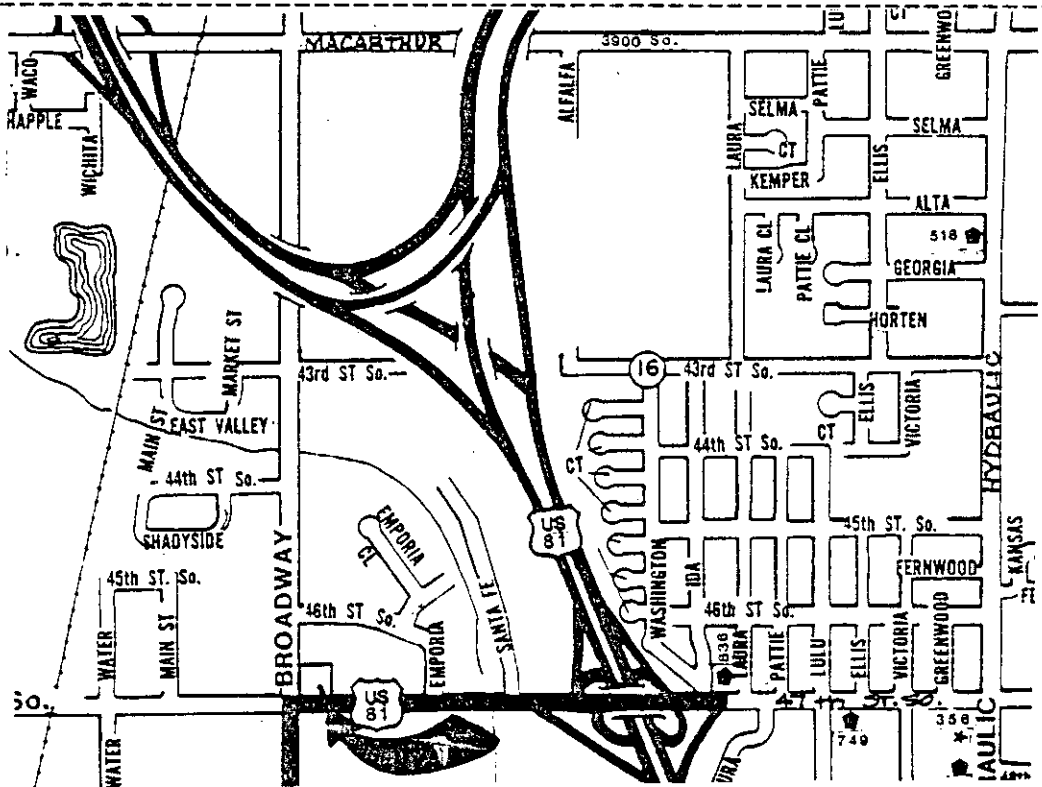
NUMBER OF LOTS

Residential:	
Office:	
Commercial:	3
Industrial:	
Total:	3

MINIMUM LOT AREA: 21,000 sq. ft.

CURRENT ZONING: "LC" Light Commercial & "C" Commercial

VICINITY MAP:



STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. The applicant shall guarantee construction of the storm sewers required by this plat.
- D. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- E. The south 5-feet of this plat shall be labeled "Street, drainage and utility easement."
- F. The applicant shall submit a copy of the right-of-way agreement recorded on film 489 page 813 to the Planning Department prior to this plat being scheduled for the City Council. If access control requirements differ from what is proposed, the final plat tracing shall reflect the more restrictive requirements.
- G. The final plat tracing shall indicate the platting of "complete access control" to 47th Street South across the south line of 47th Street South Drive.
- H. 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.
- I. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- J. Recording of the plat within 30 days after approval by the City Council.
- K. 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.
- L. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan. Specifically, are any drainage guarantees required with the platting of this property?
- M. The representative from Traffic Engineering should be prepared to comment on the adequacy of right-of-way for 47th Street South and any access control requirements for Broadway and 47th Street South.

October 14, 1993

STAFF REPORT  
(Final Plat )

CASE NUMBER: S/D 93-63 K. B. K.'s ADDITION

OWNER/APPLICANT: C. N. C. Investments, c/o Herbert H. Rea, 202 S. Cedar, Valley Center, KS 67147

SURVEYOR/ENGINEER: Baughman Co., P. A.

LOCATION: Northeast corner of Broadway and 47th Street South

SITE SIZE: 1.7 acres

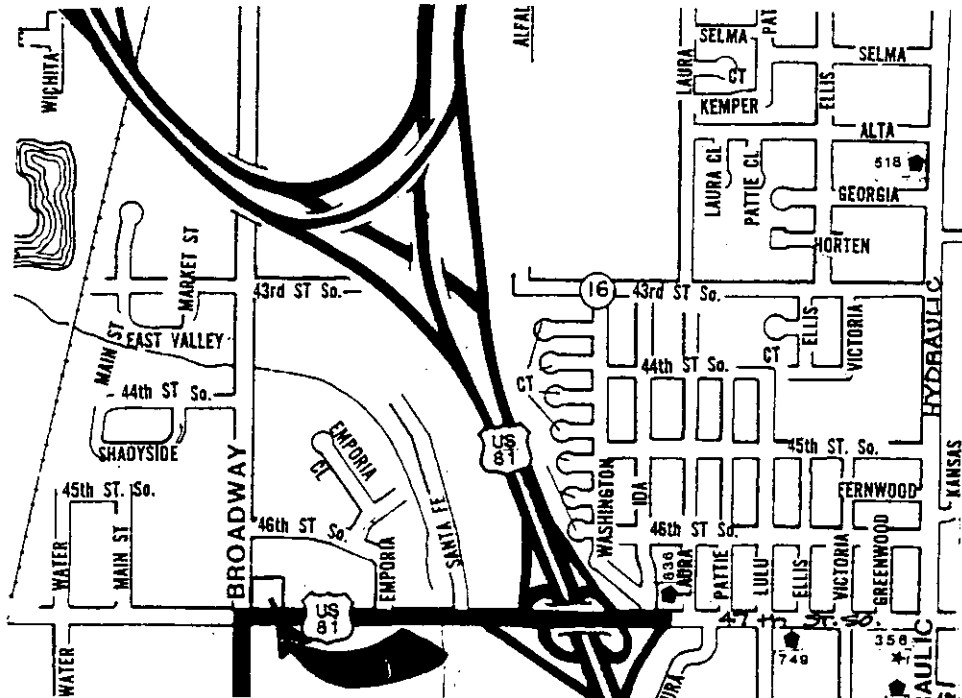
NUMBER OF LOTS:

Residential:	
Office:	
Commercial:	3
Industrial:	
Total:	3

MINIMUM LOT AREA: 21,000 sq. ft.

CURRENT ZONING: "L" Light Commercial & "C" Commercial

VICINITY MAP:



S/D 93-63 - K. B. K.'s ADDITION

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October 14, 1993

NOTE: This plat is a resubmittal of a previous plat reviewed for this site in 1988/89. As indicated by the Subdivision Regulations, plats not completed within three years are to be closed. Consequently, this plat is being resubmitted and is using the same name as the original plat. Further, this final plat is basically identical to the final plat approved by the MAPC on November 9, 1989. That is easements, lot configurations, access controls, etc. are the same as on the original plat. Only certain names have changed on the plat's signature blocks. The following comments are also essentially the same as was approved for the original final plat.

#### STAFF COMMENTS

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 shall submit a copy of the right-of-way agreement recorded on film 489 page 813 to the Planning Department prior to this plat being scheduled for the City Council.
- D. As was indicated by the Drainage Plan, for the original K. B. K.'s plat, a cross lot drainage agreement shall be submitted with the final plat tracing for recording. This agreement shall specify that the drainage agreement runs with the land and is binding on future owners and assigns.
- E. 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.
- F. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- G. Recording of the plat within 30 days after approval by the City Council.
- H. 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.
- I. The representative from the City Engineer's office should be prepared to

S/D 93-63 - K. B. K.'s ADDITION

Page 3

October 14, 1993

comment on the status of the applicant's drainage plan. Engineering should also be prepared to indicate if any conditions have changed in regards to this site's requirements for right-of-way and/or if any street improvements are now needed.

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**SUBDIVISION COMMITTEE  
METROPOLITAN AREA PLANNING COMMISSION**

**AGENDA ITEM NO. 3**

December 23, 1993

**STAFF REPORT**  
(Revised Final Plat)

**CASE NUMBER:** S/D 93-75 HOMER MORGAN 4TH ADDITION

**OWNER/APPLICANT:** C. N. Investments, 202 S. Cedar, Valley Center, KS 67147

**SURVEYOR/ENGINEER:** Baughman Company, P. A., 315 Ellis, Wichita, KS 67211

**LOCATION:** Northeast corner of 47th Street South and Broadway

**SITE SIZE:** 1.7 Acres

**NUMBER OF LOTS**

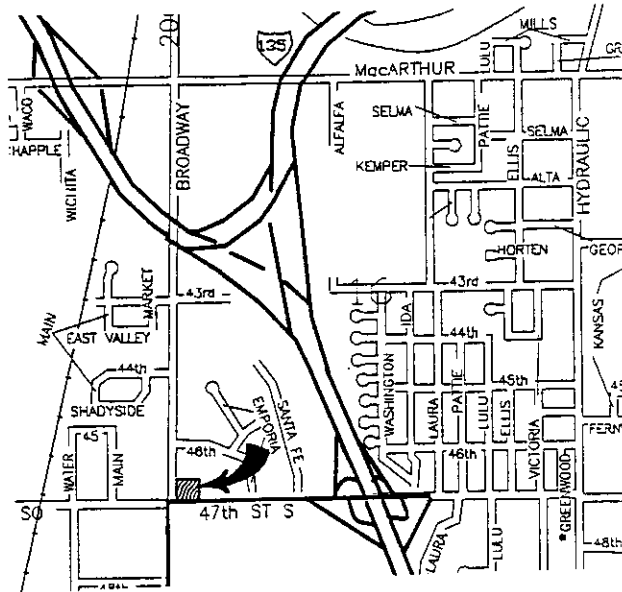
Residential:	
Office:	
Commercial:	1
Industrial:	
Total:	<u>1</u>

**MINIMUM LOT AREA:** 1.7 Acres

**CURRENT ZONING:** "LC" Light Commercial

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**VICINITY MAP:**



NOTE: This plat is a revision to a recently approved plat (MAPC approved 10/21/93) named the K.B.K.'s Addition. This plat is now proposing only one (1) lot instead of the three (3) lots shown on the K.B.K.'s plat. Due to this change, certain requirements such as the extension of sanitary sewer and a cross-lot drainage agreement would appear to no longer be applicable. Sanitary sewer for example is adjacent to the perimeter of this site, while with the 3-lot K.B.K.'s plat, sewer needed to be extended to one of the lots. For this one-lot plat, such an extension would not be necessary. The following comments are basically the same as those approved for the K.B.K.'s plat but they have been adjusted to reflect the one lot configuration now being platted.

STAFF COMMENTS:

- A. The applicant shall submit a copy of the right-of-way agreement recorded on Film 489 Page 813 to the Planning Department prior to this plat being scheduled for City Council review.
- B. The applicant shall also submit an updated platting binder for this site and scheduling of this plat for City Council review shall be subject to any relevant conditions noted in the binder being satisfied.
- C. Since access control is being allowed to Broadway and a portion of this site, the word "Complete" should be eliminated on the face of the plat where two (2) openings are being allowed.
- D. 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.
- 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. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- G. Recording of the plat within 30 days after approval by the City Council.
- H. 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.

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SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL — TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202-1688  
(316) 268-4561

November 3, 1989

Baughman Company  
315 Ellis  
Wichita, KS 67211

Re: S/D 88-110 K.B.K.'s Addition

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, November 2, 1989, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- C. The south 5-feet of this plat shall be labeled "Street, drainage and utility easement."
- D. The applicant shall submit a copy of the right-of-way agreement recorded on film 489 page 813 to the Planning Department prior to this plat being scheduled for the City Council.
- E. The final plat tracing shall indicate the platting of "complete access control" to 47th Street South across the south line of 47th Street South Drive.
- F. As indicated by the Drainage Plan, a cross lot drainage agreement shall be submitted with the final plat tracing for recording. This agreement shall specify that the drainage agreement runs with the land and is binding on future owners and assigns.
- G. 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.

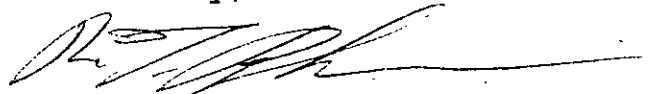
- H. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- I. Recording of the plat within 30 days after approval by the City Council.
- J. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable Letter of Credit are available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, November 9, 1989 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



R. Timothy Bickhaus  
Associate Planner

RTB:svm

Enclosure

cc: Herb Krumsick, 150 N. Market, 67202  
Grant Tidemann, 150 N. Market, 67202  
Jim Weber, County Engineer  
Jack Brown, County Health Dept.  
Mike Lindebak, City Engineer