

# ACTION

DATE

COMMITTEE

M.A.P.C. Approve subject 5-17-66  
to conditions

B.C.C. / ~~B.C.C.~~ Approved sub- 4-19-66  
ject to conditions as  
recommended by PC

Closed 4-20-66

# ACTION

DATE

COMMITTEE

M.A.P.C. Approve but note 8-4-66  
speed limit of other signs in the area

B.C.C. / ~~B.C.C.~~ Signed 8-30-66

See Approve MAPC 9-6-66  
Recommendation.

Closed 7-8-66

See Directed PU to relay 11-1-66  
design criteria to permit  
construction of bridge (Andi-  
tion #5 in original approval)  
at lower level

15-15 - K MART COMMERCIAL DEVELOPMENT  
PLAN on the north side of Kellogg in  
an area west of Webb Road

Map No. F-10  
Sec. 20  
Twp. 27  
Range 2E

DATA SHEET  
COMMUNITY UNIT PLAN

DP-15  
Z- 0762  
Filed 2-3-66

APPLICATION REQUEST: Approval of proposed planned commercial development.

1. Applicant Gladys Wiedemann and Fourth National Bank & Trust, Trustees  
Address c/o Lawrence Curfman Phone \_\_\_\_\_
2. Agent Lawrence Curfman  
Address 830 First National Bank Bldg. Phone AM 4-1376
3. General Location On the north side of Kellogg in an area west of Webb Road  
Address \_\_\_\_\_
4. Proposed Use \_\_\_\_\_

AREA DATA

1. Acres 17.5478 ( \_\_\_\_\_ ft. by \_\_\_\_\_ ft.)
2. Existing Zoning "AA" Proposed Zoning "LC"
3. Area ~~XXX~~ (is not) platted. \_\_\_\_\_ Addition \_\_\_\_\_
4. Existing R/W \_\_\_\_\_ ft. \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
\_\_\_\_\_ St. \_\_\_\_\_ St. \_\_\_\_\_ St.  
Proposed R/W \_\_\_\_\_ ft. \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
\_\_\_\_\_ St. \_\_\_\_\_ St. \_\_\_\_\_ St.

HISTORY

PROCEDURE DATA

1. MAPC Meeting:  
Date Action  
3-17-66 \_\_\_\_\_  
8-4-66 Approved, subject to conditions  
of other in area
2. Governing Body  
Date Action  
4-19-66 Approved, subject to conditions as  
recommended by PC  
8-30-66 referred 1-week  
9-1-66 if have made permanent

NOTES: Send all correspondence to:  
Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Ave., Suite 300  
Houston, Texas 77027

PAUL M. BUCHANAN  
ATTORNEY AT LAW

WEIGAND, CURFMAN, BRAINERD, HARRIS, & KAUFMAN  
SUITE 620 FIRST NATIONAL BANK BUILDING AREA CODE 316  
WICHITA, KANSAS 67202 TELEPHONE FO 3-9111

*Wiedemann*

*Addition*

*&*

*C.U.P.*

*DP-15*

JOINT VENTURE AGREEMENT

WHEREAS, JACK COOGAN and ROLAND E. WALTERS, own approximately 155,704 square feet of land on the north side of U. S. Highway 54 in Wichita, Kansas, a complete description of which property is attached hereto as Exhibit "A", and incorporated herein by reference for all purposes; and,

WHEREAS, the said JACK COOGAN and ROLAND E. WALTERS (hereinafter called C & W) and Samuel E. Barshop and Paul Barshop hereinafter jointly called "Barshop") desire to enter into this Joint Venture Agreement for the development of such property:

NOW, THEREFORE, the said parties do hereby agree as follows:

1. C & W and Barshop shall each own an undivided 50% interest in this Joint Venture and all of its properties and assets, and they shall share all profits and losses accordingly (50/50).
2. Upon Barshop securing acceptable interim and permanent financing, the property described on Exhibit "A", attached hereto, shall be deeded to the Joint Venture by C & W by General Warranty Deed, subject to no outstanding liens or encumbrances which would in any way prevent or impede the construction, erection or operation of a motor hotel on such property, excepting the lien described in Exhibit "E" which shall have a balance due thereon of not more than [REDACTED] dollars. In this connection, C & W warrant that the zoning on such property permits the construction, erection, and operation thereof of a motor hotel or that such zoning can be acquired within ninety (90) days after execution of this instrument. In the event such property is not so zoned and cannot be so rezoned within the period set out above, then this agreement shall be null and void, and the Joint Venture shall deed the property back to C & W, and all obligations of the parties hereunder to each other shall cease and terminate completely without any further liability.
3. Barshop agrees to secure sufficient financing, both permanent and interim, to completely pay for the construction and design of a 90 to 100 unit motor hotel on the property described on Exhibit "A", and to pay

off the existing first lien on the property. Included in the improvements for which Barshop shall provide the financing, shall be restaurant and club facilities equal to or comparable in design and furnishings to "Denny's". Barshop shall secure all necessary architectural services, engineering services and contracting services for such design, erection and construction of such motor hotel. Any notes required to be signed in connection with the permanent loan or the interim loan thereon shall be signed by Barshop, if any personal signatures are necessary. C & W shall not be responsible or personally liable for the payment thereof, nor shall they be required to sign any of such notes.

4. Barshop further agrees to secure all necessary financing to completely pay for the furniture, furnishings, equipment, fixtures, all franchising fees and to provide the initial operating capital required to operate such motor hotel. Should any personal signatures be required to secure such financing of the aforesaid items, Barshop shall sign such notes. C & W shall not be required to sign any such notes or be personally liable or responsible thereon.

5. Preliminary plans for the construction of such motor hotel shall be approved by all of the parties hereto, and such motor hotel shall be constructed substantially in accordance with such preliminary plans and specifications, except for such changes as in Barshop's opinion become necessary during construction.

6. It is understood and agreed that it will be necessary, in connection with the interim and permanent financing for the construction of such motor hotel, that a deed (or deeds) of trust be executed covering the property described on Exhibit "A", attached hereto. All of the parties hereto agree that such property may be subjected to such deed of trust to secure such interim and permanent financing, and that such parties will execute such deed (or deeds) of trust to cover such property, provided that C & W does not, by such execution, become personally liable for the payment of such notes.

7. Barshop shall receive a management fee of two and one-half (2 1/2%) per cent per month of the gross room rentals of such motor hotel as a supervision fee, which fee shall be paid as part of the expense of operating said motor hotel. Such amount shall be paid on or before the 15th day of each month throughout the term of this Joint Venture, based on the amount of the preceding month's gross room rentals. The amounts to be paid to Barshop hereunder shall be for general overall "outside supervision" and shall not include day to day operations or the services of a resident manager, it being understood and agreed that the Joint Venture will secure competent day to day management, which shall be an expense of the Joint Venture.

8. Barshop shall be the general manager of this Joint Venture and shall have the right to contract for the Joint Venture in all respects in connection with the design, construction, equipping, furnishing and operation of such motor hotel. Anything herein contained to the contrary notwithstanding, Barshop shall not be authorized to borrow funds on behalf of this Joint Venture except as set out in this Agreement.

9. All cash remaining after payment of all obligations to third parties and all expenses of the operation of the Joint Venture (which shall include, but are not limited to, all normal and customary operating expenses, the supervision and management fee to be paid to Barshop, any franchise fees paid to any motor hotel chain under the terms of any franchise agreement entered into by this Joint Venture, the payment of all sums of principal and interest due from time to time upon all debts of the Joint Venture to third parties and such amounts which shall be set up as reserves in accordance with sound accounting practices) shall be paid out or accrued to the credit of C & W until they have received the aggregate amount of [REDACTED] thereafter, all cash remaining from time to time shall be divided and distributed equally, 50% to C & W and 50% to Barshop.

10. The parties agree that should any additional funds be needed for the operation of the motel (that is, over and above the interim and permanent

loans and the financing to be provided by Barshop pursuant to paragraphs 3 and 4 above) then Barshop and C & W shall each be obligated to advance to the Joint Venture one-half of the additional funds so needed, upon demand. It is not intended that the Joint Venturers will be called upon to make any such advancement under this Paragraph 10 except for losses that may be incurred in the operation of the Joint Venture, all of the initial capital requirements of the Joint Venture being provided under paragraphs 3 and 4 hereof by Barshop.

11. Books and records of this Joint Venture shall be maintained at Rodeway Inns of Texas General Offices at 318 North Main Avenue, San Antonio, Bexar County, Texas, and such records shall be open for inspection by the parties to this Joint Venture at all reasonable times. In this connection, there shall be furnished to the parties monthly a statement of operations and a balance sheet of the Joint Venture for the preceding month's operations. Such statements shall be furnished at the time the amounts to be paid to Barshop as management and supervision fees are to be paid hereunder. In addition, an annual profit and loss statement and balance sheet shall be prepared by Spector & Oster, or other accountants acceptable to the parties and shall be furnished to the parties hereto.

12. Neither C & W nor Barshop may dispose of any or all of their interest in the Joint Venture without first offering the same to the other party hereto on the same terms and conditions as any financially responsible third party shall offer, in writing, to purchase such interest in this Joint Venture. In this connection, the offeror shall send to the other party hereto by Certified Mail, Return Receipt Requested, an executed copy of the proposed purchase contract or offer, and such party shall have a period of thirty (30) days after receipt of such notification within which to decide whether to purchase said interest in the Joint Venture from the offeror on the same terms and conditions as the proposed purchaser has offered to purchase such interest. Such transaction shall be closed within thirty (30) days from the date the party receiving such notification notifies the offering

party that it intends to purchase such offered interest. In the event the offer is not accepted by the other party hereto within thirty (30) days after notification, the offering party may sell to such third party upon the same terms and conditions as contained in the original offer. Anything herein contained to the contrary notwithstanding, the following shall not be considered a "disposition" for the purpose of this paragraph and shall not in any way be affected by this paragraph:

(a) Transfers by either party aggregating less than 25% of the total ownership of the property.

(b) Any transfer to any members of the immediate family of either party or to any trust established for the benefit of such transferor's immediate family or to any corporation in which any of the parties hereto or their immediate family owns 80% of the voting stock and 80% of all stock in such corporation.

13. In the event of any dissolution of this Joint Venture, it is the intention of the parties that Barshop and C & W shall share equally in the proceeds of such dissolution except that if C & W have not completely recovered all of the [REDACTED] to be paid to them under Paragraph 9, above, then there shall first be paid to C & W out of the proceeds of such dissolution, the amounts necessary to repay any unpaid portion of such amount which C & W have not yet received.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 1969.

\_\_\_\_\_  
ROLAND E. WALTERS

*Jack Coogan*  
\_\_\_\_\_  
JACK COOGAN

\_\_\_\_\_  
SAMUEL E. BARSHOP

\_\_\_\_\_  
PHILIP BARSHOP

June 3, 1975

Mr. Ralph Rudy  
715 North Gow  
Wichita, Kansas 67203

Subject: DP-15 - K Mart  
Screening Wall

Dear Mr. Rudy:

As we discussed by telephone this morning, attached is a copy of my April 15, 1975, letter to Dennis Gillen, the attorney representing K-Mart concerning the construction of the wall and the replanting of the adjacent 15-foot landscaped area to the west. Also attached are sections of the approved landscape plan which we attempted to Xerox.

Inasmuch as the Canaert Junipers have been subject to heavy bagworm infestation, I would recommend that they not be replanted and that you utilize the other existing species as indicated on the plan.

If you have any questions concerning either the wall or the landscaping please contact me.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:js

cc: Dennis L. Gillen, 830 First National Bank Bldg., 67202

April 15, 1975

Mr. Dennis L. Gillen  
830 First National Bank Building  
Wichita, Kansas 67202

Subject: DP-15 K-Mart East  
Screening Wall

Dear Mr. Gillen:

We have reviewed your letter of April 10, 1975, and the attached letter from Mr. Johnston dated March 14, 1975. Based on the plans previously submitted and our review of the proposed material at the Jacobs Construction Company and based on the design of the supporting system being based on a criteria of 25 p.s.i. for the wind loading, we find that such material is satisfactory and meets the criteria of the fencing provisions of the CUP regulations. We question the length of the fence in Mr. Johnston's letter being only 264 feet as the original CUP approved in 1966 and attached landscape plans indicate the length of the fence to be 310 feet. I just completed measuring the distance of the front of the building from the north property line and I taped the distance as 280 feet which, in our opinion, is satisfactory. Therefore, the approval of the fence is subject to the following conditions:

1. The Contractor shall obtain a permit for the construction of the fence from the Office of Central Inspection.
2. The metal panels shall not be welded to the supports but shall be fastened with a #14 self-tapping nylon head screw or a comparable method of fastening.
3. The color of the panels shall be "Light Stone" as shown on the Stran Color Chart as furnished by the Stran Steel Corporation.
4. The good side of the metal panels shall face the residential neighborhood to the west with the construction supports being exposed to the side of the K-Mart Center.

Mr. Dennis L. Gillen  
April 15, 1975  
Page Two

5. The length of the fence shall not be less than 280 feet.

Mr. Johnston's letter also assures that at the time of installing the fence the required 15-foot landscaped strip on the west side of the fence will be replanted in conformance to the landscape plans previously approved.

Based on the approval of the fence material, we assume that Mr. Johnston will immediately proceed to have the fence installed and upon completion replant the landscape area so as to not miss another planting and growing season. If you have any questions on this approval, please contact our office.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:js

APPROVED: \_\_\_\_\_

Robert A. Lakin, Director of Planning

APPROVED: \_\_\_\_\_

Robert Feldner, Superintendent of Central Inspection

cc: W. R. Johnston, C & W Manhattan Associates, P.O. Box 21746,  
Houston, Texas, 77027 *returned 4-23-75*  
City Manager's Office  
Robert Feldner, Supt. of Central Inspection  
Richard Shull, Assistant City Attorney

WICHITA—SEDGWICK COUNTY

W S C

METROPOLITAN AREA PLANNING  
DEPARTMENT  
CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202



NO SUCH NUMBER  
JENSEN DRIVE  
HOUSTON, TX 77026

*No Such #*  
*pp. 15*

W. R. Johnston  
C & W Manhattan Assoc.  
P. O. Box 21746  
Houston, Texas 77027



*Jayce*



LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

LAWRENCE WEIGAND  
COUNSEL

LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEFEW  
PAUL M. BUCHANAN  
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BRIAN G. GRACE  
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WINTON M. HINKLE  
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JACK SCOTT HINTEER  
DENNIS L. GILLEN  
VAN R. DELHOTAL  
JOHN E. CATON  
THOMAS G. BOHRIGER  
STEPHEN J. BEDNAR  
MICHAEL D. MORRISON  
R. MICHAEL ROGERS

263-9111  
AREA CODE 316

April 10, 1975

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Commission  
104 S. Main Street  
Wichita, Kansas 67202

Re: K-Mart East  
Wichita, Kansas

Dear Mr. Galbraith:

Enclosed you will find a copy of a letter from Mr. Johnston dated March 14, 1975. For some reason, I overlooked this in my file for which I apologize. Would you please advise me as to where we stand on this matter. It would appear that my clients are willing to or have complied with your requests. Is there any reason why we could not commence on this matter as I would certainly like to bring this matter to a close.

I am sorry about the delay. If you should have any questions, please feel free to call.

Sincerely,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd

Enclosure



**C & W Manhattan Associates**

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

March 14, 1975

Mr. Dennis L. Gillen, Attorney  
830 First National Bank Bldg.  
Wichita, Kansas 67202

Re: K-Mart East  
Wichita, Kansas

Dear Mr. Gillen:

This is in reply to your letter of March 6, 1975, regarding the vertical supports, method of fastening, and the landscaping west of the screening wall at the above referenced location.

I have confidence in the company that did the original plans, and would not hesitate to build the screening wall by this plan, however I certainly have an open mind on this problem and would be most willing to close the spacing on the verticals somewhat.

The length of the wall will be 264 feet. The method of fastening the panels will be with nylon head-screws.

We will at the time of construction, replant the landscape to conform with the original plan, and make the necessary arrangements for landscape maintenance.

I do not feel like getting a revised set of plans, because of the time element. As I stated, I am confident that the plans as submitted, are sufficient.

Yours very truly,

*W. R. Johnston*

W. R. Johnston

WRJ/ct

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202  
263-9111  
AREA CODE 316

LAWRENCE WEIGAND  
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VAN R. DELMOTAL  
JOHN E. CATON  
THOMAS D. BORINGER  
STEPHEN J. BEDNAR  
MICHAEL D. MORRISON  
R. MICHAEL ROGERS

March 10, 1975

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Commission  
104 S. Main Street  
Wichita, Kansas 67202

Re: K-Mart East  
Wichita, Kansas

Dear Mr. Galbraith:

Enclosed you will find a copy of a letter from Mr. Charles A. Morgan, an engineer retained by Coogan and Walters, which responds to your request for the wind loading criteria.

I have referred your letter of March 5, 1975, to Mr. Johnston for reply.

Sincerely,

*Dennis L. Gillen*

of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd

Enclosure



**CHARLES A. MORGAN & ASSOCIATES • ENGINEERS**  
6663 RICHMOND AVE. SUITE 215 784-0570 HOUSTON, TEXAS 77027

March 4, 1975

Mr. Randy Johnson  
C & W MANHATTAN ASSOCIATES  
P. O. Box 27416  
Houston, Texas 77027

Re: West Wall  
K-Mart Store Parking Lot  
East Kellogg Street  
Wichita, Kansas

Dear Mr. Johnson:

In reference to the above wall and fencing details, the structural design for the supporting system was based upon a criteria of 25 psf for the wind loading.

Please contact our office if additional information is necessary.

Yours truly,

CHARLES A. MORGAN & ASSOCIATES

*Charles A. Morgan*  
Charles A. Morgan, P. E.

CAM/pc

MAR 5 1975

March 5, 1975

Dennis L. Gillen, Attorney  
830 First National Bank Bldg.  
Wichita, Kansas 67202

Subject: DF-15 - K Mart East  
Screening Wall

Dear Mr. Gillen:

Upon receipt of your letter of February 28, 1975, Glen Lytle of our staff and I contacted Jacobs Construction Company and discussed the proposed fencing material with Mr. Bart Schalburg. He provided us information on the panels, thickness of material and its expected durability. He also cautioned that the material should definitely not be welded onto supports, that it should only be fastened with a #14 self-tapping nylon head screw. Such screws are also color coordinated with the material and are now used instead of the old painted hex screws which often rusted.

He also furnished us a color chart, a copy of which is attached, and after reviewing the K-Mart building it is our opinion that "Light Stone" would be the most compatible color. He also had some advice as to spacing of verticals and it is obvious that their spacing is dependent upon the size of the structure material. We feel that the good side of the panels should face the residential neighborhood to the west, with the construction supports being exposed to the side of the K-Mart building.

After our discussion with Mr. Schalburg about the method of installation, we are still concerned with the original submitted

Dennis L. Gillen  
March 5, 1975  
Page Two

plans regarding spacing of verticals, methods of fastening to the supports and the design criteria of wind load. Upon the receipt of plans that provide this information and the length of the fence, we will be in a position of final review and, hopefully, approval of the plan.

The only other major item that has not been resolved is the replanting of a landscaped area on the west side of the fence. Your letter to Mr. Johnson on January 29, 1975 only briefly touched on this matter and we want assurance that the original plan will be complied with and the area replanted, or the submission of a new landscape plan for our review and approval. I noticed again yesterday that three of the original large cedars were covered with bag worms and it is doubtful that two of the plants would recover. Assurance should be provided that whatever is replanted will be properly maintained.

If you have any questions concerning my comments, or desire a meeting to discuss this matter, please call.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:js

cc: City Manager's Office  
Richard Shull, Asst. City Attorney  
Robert Feldner, Supt. of Central Inspection

**Stran**  
The other way to build

Jacobs Construction, Inc.  
1515 E. 61st St. N. Wichita, Ka. Ph. 744-0461

# COLORS

Stran's natural earth tone colors give you beauty that's tough and durable. The factory-baked-on color coating method used on all Stran panels and trim will keep your building virtually maintenance-free for years to come. And the selection of warm earth tones lets you choose a building color that will be just as contemporary tomorrow as it is today.

**SW70 INTERIOR COLORS**

- Arctic White Embossed
- Light Stone Embossed
- Light Stone Burlap Laminant
- Walnut Wood Grain Laminant

**EXTERIOR PANEL COLORS**

- Sky Blue
- Arctic White
- River Sand
- Light Stone
- Autumn Gold
- Earth Green
- Olive Green
- Down Yellow

**EXTERIOR TRIM COLORS**

- Midnight Bronze
- Arctic White

**EXTERIOR ACCENT COLORS**

- Moss Green
- Sunset Copper
- Down Yellow
- Midnight Bronze

Stran-Steel Corporation/P. O. Box 14205/Houston, Texas 77021  
Building Systems Subsidiary of National Steel Corporation.

Note: In keeping with Stran's policy of continuous product improvement, all specifications are subject to change without notice. All products are backed by written warranty, available by writing Stran-Steel.

See: Consult your Stran Builder for color availability on specific panels and finishes.  
Litho in U.S.A. Copyright 1974 Stran-Steel Corporation Form No. 74-CS-475

*Bart Schalberg*  
744 0461

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

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LAWRENCE WEIGAND  
COUNSEL

February 28, 1975

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Commission  
104 S. Main Street  
Wichita, Kansas 67202

Re: K-Mart East  
Wichita, Kansas

Dear Mr. Galbraith:

I have just received a long distance telephone call from W. R. Johnston who informs me that the panels Mr. Johnston proposes to use may be viewed at Jacobs Construction Company, 5515 East 61st Street, North, Wichita, Kansas.

Mr. Johnston states that this is Stran steel paneling, a portion of which was used in the construction of the K-Chef building on West Kellogg. The panels come in a variety of colors, and you may choose your preference.

The enamel paint is baked on and is of high durability and not susceptible to chipping. Due to the type of finish, it would not be practical to weld the panels as this would cause a rust probability. The panels in question are flat as opposed to corrugated. Mr. Johnston has no objections to changing the span from 16 feet to 8 feet. However, he feels that if such a change is implemented, that the separation posts need not be set as deep as originally proposed. Mr. Johnston agreed to furnish me with an architect's criteria for wind load. Upon receipt of the same, I will forward it to you.

If you have any questions, please feel free to call.

Sincerely,

*Dennis L. Gillen*

of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd



February 19, 1975

Mr. Dennis L. Gillen, Attorney  
Suite 830 First National Bank Building  
Wichita, Kansas 67202

Re: DP-15 - K-Mart East  
Screening Wall

Dear Mr. Gillen:

After receiving your letter of February 14, and a copy of the plans titled "Partial Elevation and Section" for the proposed metal fence, I reviewed the plans with an architect on our staff. Neither he nor I are familiar with Childer's architectural panels, so I contacted Mr. Williams of the American Fence Company. Mr. Williams discussed installing the fence and commented that the spacing of the posts should probably be from 8-foot centers rather than the proposed 16-foot centers. He also commented that the panels would be welded on to supports.

As Mr. Williams was also not familiar with the Childer's panels, we have several questions concerning the material and the plans. Specifically, we would like to see a sample of the material, or direct us to the supplier where we can see a sample. We are particularly interested in thickness and colors. It would be my impression that the neighborhood to the west would not be interested in bright colored panels, but, rather, would prefer something that would blend with the building or the landscaping. What information can you furnish as to the durability? Are these panels likely to chip and eventually rust and be subject to deterioration through normal wear and tear and vandalism? What is the design criteria for wind load, and resistance to overturning? Are the panels flat or corrugated?

We would appreciate your furnishing this additional information so that we can properly evaluate your proposal.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Rich Shull, Assistant City Attorney  
Bob Feldner, Supt. of Central Inspection

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

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STEPHEN J. BEDNAR

February 14, 1975

Mr. Jack Galbraith  
Chief Planner  
Metropolitan Area Planning Dept.  
104 S. Main Street  
Wichita, Kansas 67202

Re: K-Mart East  
Wichita, Kansas

Dear Mr. Galbraith:

I am enclosing a copy of a partial elevation and section-front for the proposal steel panel screening wall at the above-referenced location, pursuant to our agreement of January 29, 1975.

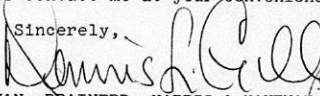
Mr. Johnston assures me that the steel panels come in a variety of baked-on enamel colors and that he would be happy for the City to select the color.

As shown on the drawing, the steel posts are sitting in six feet of concrete and the steel channel iron is welded to the posts. I believe that this should be quite adequate in terms of strength. There has been an allowance of 3.03 inches between panels for the wind allowance, since the wall will run north and south, I believe that this is sufficient.

Mr. Johnston informs me that he has contacted Mr. C. V. Williams of the American Fence Company who assured Mr. Johnston that he would be willing to erect the screening wall immediately upon approval of the City.

As soon as you have an opportunity to evaluate the enclosures, would you please contact me at your convenience.

Sincerely,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd

Enclosure



LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
SUITE 800 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202  
233-9111  
AREA CODE 316

LAWRENCE WEIGAND  
COUNSEL

LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
DONALD A. BELL  
J. L. WEIGAND, JR.  
RUFENER L. DEPEW  
PAUL W. BUCHANAN  
JOHN R. STALLINGS  
BRIAN S. DRACE  
WINDELL S. SNOW  
WINTON M. HINKLE  
TOM G. JOHNSON  
JACK SCOTT MCINTYRE  
DENNIS L. GILLEN  
VAN R. DELHOTAL  
JOHN E. CATON  
THOMAS D. BORNIGER  
STEPHEN J. BEDIAR

January 29, 1975



Mr. W. R. Johnston  
C & W Manhattan Associates  
3431 West Alabama  
Houston, Texas 77027

COPY

Re: K-Mart East  
DP-15 Community Unit Plan

Dear Mr. Johnston:

The purpose of this letter is twofold: (1) To give you a memorandum of our telephone conference re my meeting with Mr. Galbraith and to outline our course of actions and reasons therefore; and (2) to give assurance to Mr. Galbraith (by a copy of this letter) that we will immediately proceed with the agreement which we discussed and concluded at the aforementioned meeting.

As stated, I had a conference today with Mr. Jack Galbraith, Chief Planner for the Metropolitan Area Planning Department, wherein the above-captioned matter was discussed. Mr. Galbraith expressed his displeasure over the fact that this matter had not been resolved and I gave him assurances that progress would be forthcoming. We discussed the various plans and alternatives which we deemed feasible in view of the applicable ordinance which requires a solid or semi-solid wall to prevent the passage of debris or light, constructed of brick, stone, masonry, architectural tile, or other similar material—specifically excluding wood or woven wire.

We initially discussed the possibility of having a duck-footed wall, however, we presently determined this to be unfeasible due to the depth of the fill and the weight of a wall similar in nature to the original wall which was removed. Mr. Galbraith fully appreciates our problem concerning insurance and realizes that the insurance is a necessary requirement to the continuation of the business and is, in fact, a benefit for the community as a whole.

We then arrived at a proposal which I believe constitutes a solution to the problem. The ordinance in question does not dictate the wall must be of stone, masonry, etc., but rather says that it may be "of other similar material"; Mr. Galbraith and I agreed after discussion that this is intended to mean a material which is self sustaining in nature; that is, one which does not require continual maintenance and one which is opaque in density. Mr. Galbraith informed me that

Mr. W. R. Johnston  
January 29, 1975  
Page Two

although the CUP plan provides for a solid or semi-solid masonry wall, that a metal fence would be in substantial compliance and may be approved by an administrative adjustment thus avoiding the necessity of a CUP amendment. I believe, and I realize that you share the belief, that an attractive, lightweight metal screening wall can be constructed which will comply with the spirit and covenant of the law and at the same time be acceptable to your insurance carrier. Mr. Galbraith did say that as an additional requirement, he would request that we bring the property into compliance with the 1966 plan concerning landscaping. He stated that on November 13, 1973, he sent a landscaping plan to the Garden Center Division of the K-Mart East--we should attempt to immediately begin work to secure compliance. I do not feel that this should cause us any problems and that we should immediately attempt to rectify this problem.

By carbon copy of this letter, I am informing Mr. Galbraith and Mr. Shull of the City Attorney's Office that the following will be commenced or furnished by the 1st of March:

1. An architect or engineering design for a lightweight, metal, opaque screening wall to be erected pursuant to the CUP plan.
2. That within the same period of time we will submit a proposal to bring the landscape up to the standards set forth in the 1966 plan.

Since: (1) Mr. Galbraith has no objection to the placing of a lightweight, metal screening wall which will be permitted by an administrative adjustment as opposed to a CUP amendment; and (2) since you have stated that a lightweight, metal screening wall will bring you in compliance with your insurance requirements and is physically feasible, I can see no reason why this proposal should not be implemented and this matter concluded. Please remember, however, that we must also provide some proposal for bringing the landscape up to the 1966 standards.

If you should have any questions, please feel free to call.

Sincerely,

of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd

cc: Mr. Jack Galbraith  
Mr. Richard Shull

January 29, 1975

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

K-Mart East - DP-15 - Screening Wall

This is to advise you that on this date, I met with Dennis Gillen, local attorney on the above captioned matter. After discussing past history of the problems related to the screening wall, he advised that they will contact a local architect or engineer and have some type of screening designed that may not necessitate the compacting of the soil. I suggested some type of panel, such as metal or plastic, be considered rather than wood, that is not permitted by the CUP regulations. He advised that within the next 30 days he will expect to provide plans and request that we make an administrative interpretation that their plans are acceptable, rather than having to comply with the required masonry wall.

I will keep you advised when the plans are submitted.

JHG:ber

cc: Ralph Wulz, City Manager  
John Dekker, Director of Law  
Ray Bruggeman, Director of Public Works

January 24, 1975

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

K-Mart East - DP-15 - Screening Wall

In regards to your memorandum of January 20, 1975 to John Dekker on the above captioned matter, I wanted you to be advised that Dennis Gillen has contacted me and has made an appointment for 1:30 on January 29 to discuss this matter and the procedure for amending the screening provisions on the community unit plan. We will keep you advised as to when the amendment is submitted.

JHG:js

cc: Ralph Wuls, City Manager  
John Dekker, Director of Law  
R. W. Bruggeman, Director of Public Works

THE CITY OF WICHITA

OFFICE OF Central Inspection Division

DATE January 20, 1975



TO John Dekker, Director of Law  
FROM Robert B. Feldner, <sup>RBF</sup> Superintendent of Central Inspection

SUBJECT K-Mart East - Screening Wall

The memorandum from Beilman to Wulz, dated September 9, 1974, giving status on K-Mart screening wall mentions that Mr. Johnston of Coogan & Walters will attempt to amend the CUP, and that if he "...does not get started with the procedure necessary for amending the CUP within a reasonable time, he will again be contacted by us."

I am wondering if Mr. Johnston has made any effort in this direction. He did not respond to the second suggestion in my letter dated August 23 that would probably be the most expeditious solution to the screening requirement.

RBF:mml

cc: Ralph Wulz, City Manager  
B. W. Bruggeman, Director of Public Works  
Robert Lakin, Metropolitan Area Planning



THE CITY OF WICHITA  
OFFICE OF LAW DEPARTMENT

RECEIVED  
SEP 9 1974  
DATE September 9, 1974  
Central Inspection Division

ZERO  
in  
ON SAFETY  
PHASE II

TO Ralph Wulz, City Manager  
FROM Lawrence J. Beilman, Assistant City Attorney  
SUBJECT Status Report - K-Mart East  
Screening Wall

8600 E Kellogg

Your memo of September 4, 1974, has been referred to me for reply.

In response to our letter, Mr. Johnston replied that they were ready to start construction on any type of screening wall that would not be hazardous. See his attached letter. A copy of his letter was furnished to Robert Feldner with instructions to contact Mr. Johnston about this matter. On August 23, 1974, Robert Feldner sent Mr. Johnston a letter advising him the proper steps to take to amend the CUP. On September 4, 1974, Robert Feldner advised me he had received a call from Mr. Johnston in response to his letter regarding amending the CUP. He advised Mr. Feldner that he did wish to amend the CUP so as to allow the construction of a light-weight wall, such as wood. He was told by Mr. Feldner that could be done if he indeed amended the CUP and he would have to approach the Planning Commission and the Board of City Commissioners. Mr. Johnston advised this is what he would do. This is the current status as of this date. It should be kept in mind that it may take sixty to ninety days for Mr. Johnston to get the CUP amended.

Our present approach to this matter will be as follows: First, we will respond to Mr. Whitmer's letter to us that we are indeed handling this matter and giving it our attention. We will also explain what has transpired thus far. Secondly, if Mr. Johnston for Coogan & Walters does not get started with the procedure necessary for amending the CUP within a reasonable time, he will again be contacted by us. We will more than likely also contact K-Mart management regarding keeping the area out there cleaned up. For the immediate present, we do not intend using the courts to get this resolved. We feel Mr. Johnston has a right to attempt to get the CUP amended, but if they do not start with that process in the immediate future, we will have to resort to court action.

Lawrence J. Beilman  
Assistant City Attorney

LJB:cr  
Attachment

cc: John Dekker, Director of Law  
R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning  
Jack Galbraith, Chief Planner  
Robert Feldner, Superintendent of Central Inspection

August 23, 1974

Mr. W. R. Johnston  
Coogan & Walters  
Commercial Developers  
P. O. Box 27416  
Houston, Texas 77027

Re: K-Mart East Screening

Dear Mr. Johnston:

I received a copy of your response dated August 5, 1974, to a letter from John Dekker, Director of Law, dated July 30, 1974, in which you state you are ready to build a screening wall of any type that would not become hazardous as did the original masonry wall.

Mr. Jack Galbraith reports that the few remaining trees and shrubs of the planting screen required by the same CUP General Requirement which specifies the 5'-8' solid or semi-solid masonry wall, are nearly gone from attack by plant disease and insects. It would appear that this problem is at the point of beginning again.

Your options in the matter of the screening requirement are viewed at present as follows:

1. Apply for an amendment to the CUP. The procedure to be followed is outlined in Mr. Galbraith's letter to you dated October 25, 1973. An administrative change in this requirement was denied by Mr. Robert Lakin in the fourth paragraph of his letter to you dated

August 23, 1974  
Coogan & Walters  
Re: K-Mart East Screening  
Page 2

November 12, 1973. This leaves the amendment procedure as the only method available for changing the requirement.

2. Compact the soil as recommended by Mr. Karl R. Horner of Wichita Testing Laboratories in his report to the Law Construction Company dated November 24, 1969 and build a perforated (semi-solid) masonry wall which is designed to resist lateral settlement. This can be done using several precautions such as extra width footings, serpentine shape, pilasters, longitudinal reinforcement, etc. A properly designed masonry wall would probably save time and money over the long run in meeting the wall screening requirement.

An early reply as to your decision in this matter is requested.

Sincerely,

Robert B. Feldner  
Superintendent of Central Inspection

RBF:mml

cc: Ralph Wulz, City Manager  
R. W. Bruggeman, Director of Public Works  
John Dekker, Director of Law  
Jack Galbraith, Chief Planner

January 16, 1975

Dennis L. Gillen, Attorney  
830 First National Bank Building  
Wichita, Kansas 67202

Subject: DP-15 - Community Unit  
Plan - K-Mart East

Dear Mr. Gillen:

Regarding your letter of December 31, 1974, both you and I on several occasions have tried to reach each other by phone to establish a time when we could meet to discuss the above-captioned matter. I am available tomorrow, and will be available on Monday, or Tuesday afternoon of next week. I would suggest that if you cannot reach me by telephone, that you check with my secretary, Joyce Smith, and have her schedule a time that is convenient for you. If these dates I have suggested are not suitable, then please ask her to check my calendar for a later date that would be satisfactory.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:js

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

263 - 9111  
AREA CODE 316

LAWRENCE WEIGAND  
COUNSEL

LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEFEW  
PAUL M. BUCHANAN  
JOHN R. STALLINGS  
BRIAN G. GRACE  
WINDYELL G. SNOW  
WINTON M. HINKLE  
TOM G. JOHNSON  
JACK SCOTT WINTER  
~~DENNIS L. GILLES~~  
VAN H. DELHOTEL  
JOHN E. CATON  
THOMAS D. BORNIER  
STEPHEN J. BEGNER

December 31, 1974

Mr. Jack Galbraith  
Chief Planner  
Metropolitan Area Planning Dept.  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

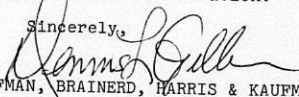
Re: CUP DP-15 K-Mart East

Dear Mr. Galbraith:

I have been asked by Paul Buchanan of this office to give immediate attention to the above problem. It is my understanding that the CUP required a solid masonry wall to be build on the west side of the K-Mart East development, but that subsequent to the building of said wall, the foundation of the structure became unstable due to the fact that it was built on fill dirt and therefore became a hazard and had to be removed. Subsequently, Coogan and Walters attempted to repair the asphalt and stabilize the fill dirt but to no avail. They were further informed that the fill was of such a nature as to not be able to support the specified wall and, thus, an application for amendment is in order. I would appreciate setting up an appointment to discuss the most expeditious and prudent manner of approaching this problem and determining what steps are necessary by this office.

Thank you for your time and consideration.

Sincerely,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

DLG:bd

cc: Mr. Richard Shull  
City Attorney's Office  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

Called on 1/13/75



**THE CITY OF WICHITA**

**OFFICE OF LAW DEPARTMENT**

**DATE** September 9, 1974



**ON SAFETY  
PHASE II**

**TO** Ralph Wulz, City Manager

**FROM** Lawrence J. Beilman, Assistant City Attorney

**SUBJECT** Status Report - K-Mart East  
Screening Wall

Your memo of September 4, 1974, has been referred to me for reply.

In response to our letter, Mr. Johnston replied that they were ready to start construction on any type of screening wall that would not be hazardous. See his attached letter. A copy of his letter was furnished to Robert Feldner with instructions to contact Mr. Johnston about this matter. On August 23, 1974, Robert Feldner sent Mr. Johnston a letter advising him the proper steps to take to amend the CUP. On September 4, 1974, Robert Feldner advised me he had received a call from Mr. Johnston in response to his letter regarding amending the CUP. He advised Mr. Feldner that he did wish to amend the CUP so as to allow the construction of a light-weight wall, such as wood. He was told by Mr. Feldner that could be done if he indeed amended the CUP and he would have to approach the Planning Commission and the Board of City Commissioners. Mr. Johnston advised this is what he would do. This is the current status as of this date. It should be kept in mind that it may take sixty to ninety days for Mr. Johnston to get the CUP amended.

Our present approach to this matter will be as follows: First, we will respond to Mr. Whitmer's letter to us that we are indeed handling this matter and giving it our attention. We will also explain what has transpired thus far. Secondly, if Mr. Johnston for Coogan & Walters does not get started with the procedure necessary for amending the CUP within a reasonable time, he will again be contacted by us. We will more than likely also contact K-Mart management regarding keeping the area out there cleaned up. For the immediate present, we do not intend using the courts to get this resolved. We feel Mr. Johnston has a right to attempt to get the CUP amended, but if they do not start with that process in the immediate future, we will have to resort to court action.

Lawrence J. Beilman  
Assistant City Attorney

LJB:cr  
Attachment

cc: John Dekker, Director of Law  
R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning  
✓ Jack Galbraith, Chief Planner  
Robert Feldner, Superintendent of Central Inspection



**C & W Manhattan Associates**

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

August 5, 1974

Mr. John Dekker  
Director of Law  
City of Wichita  
Suite 600 City Bldg. Annex  
Wichita, Kansas 67202

Re: Screening Wall  
K-Mart East  
Wichita, Kansas

Dear Sir:

I am in receipt of your letter dated July 30, 1974 regarding the screening wall at the above referenced location.

I am enclosing a photo copy of a letter to one of the complaining residents of the neighborhood and also a photo copy of a supplement to investigation of the fill report. This report was made as you can see by a very respected engineering group, one that we feel is qualified to make a recommendation that would alleviate this problem.

I realize that under the General Provision as required by Community Unit Plan for D.P. 15, we are obligated to construct a masonry screening wall, but as pointed out in the enclosed letter to Mr. Whitmer, due to circumstances beyond our control, it would border on stupidity to replace this wall with anything except a very light weight screening wall.

We are ready to start construction immediately on any type of screening wall that would not present a condition that would become hazardous as did the concrete block wall originally



**C & W Manhattan Associates**

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

Page 2

installed.

Yours very truly,

*W. R. Johnston*

W. R. Johnston

WRJ:abm

cc: Mr. Robert Lakin  
Department of Public Works  
Wichita, Kansas

THE CITY OF WICHITA  
OFFICE OF CITY MANAGER

DATE September 4, 1974



ON SAFETY  
PHASE II

TO John Dekker, Director of Law

FROM Ralph Wuls, City Manager

SUBJECT K-Mart East  
Screening Wall

We have received a copy of a letter to you from Mr. Bill Whitner, 8415 Peach Tree, on the captioned subject.

We note from your letter to Mr. Johnston of Coogan and Walters on July 30, 1974, that you indicated legal action would be taken if the firm did not act to replace the screening wall or take other action by August 19, 1974.

Please provide me with a current status report on this matter.

Ralph Wuls  
City Manager

RW/kmp

cc: Ray W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning ✓



THE CITY OF WICHITA

js



DEPARTMENT OF PUBLIC WORKS  
CENTRAL INSPECTION DIVISION  
262-0611 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN — WICHITA, KAN. 67202

August 23, 1974

Mr. W. R. Johnston  
Coogan & Walters  
Commercial Developers  
P. O. Box 27416  
Houston, Texas 77027

Re: K-Mart East Screening

Dear Mr. Johnston:

I received a copy of your response dated August 5, 1974, to a letter from John Dekker, Director of Law, dated July 30, 1974, in which you state you are ready to build a screening wall of any type that would not become hazardous as did the original masonry wall.

Mr. Jack Galbraith reports that the few remaining trees and shrubs of the planting screen required by the same CUP General Requirement which specifies the 5'-8' solid or semi-solid masonry wall, are nearly gone from attack by plant disease and insects. It would appear that this problem is at the point of beginning again.

Your options in the matter of the screening requirement are viewed at present as follows:

1. Apply for an amendment to the CUP. The procedure to be followed is outlined in Mr. Galbraith's letter to you dated October 25, 1973. An administrative change in this requirement was denied by Mr. Robert Lakin in the fourth paragraph of his letter to you dated



August 23, 1974  
Coogan & Walters  
Re: K-Mart East Screening  
Page 2

November 12, 1973. This leaves the amendment procedure as the only method available for changing the requirement.

2. Compact the soil as recommended by Mr. Karl R. Horner of Wichita Testing Laboratories in his report to the Law Construction Company dated November 24, 1969 and build a perforated (semi-solid) masonry wall which is designed to resist lateral settlement. This can be done using several precautions such as extra width footings, serpentine shape, pilasters, longitudinal reinforcement, etc. A properly designed masonry wall would probably save time and money over the long run in meeting the wall screening requirement.

An early reply as to your decision in this matter is requested.

Sincerely,



Robert B. Feldner  
Superintendent of Central Inspection

RBF:mm1

cc: Ralph Wulz, City Manager  
R. W. Bruggeman, Director of Public Works  
John Dekker, Director of Law  
Jack Galbraith, Chief Planner

August 13, 1974

John Dekker, Director of Law

Jack H. Galbraith, Chief Planner

K-Mart East CUP DP-15, Screening Wall

I am in receipt of W. R. Johnston's letter of August 5, 1974 to you stating their readiness to start construction immediately on any type of screening wall that would not present a condition that would become hazardous as did the concrete block wall as originally installed. Mr. Beilman's memo of August 12, 1974 to Robert Feldner suggests that he contact Mr. Johnston and advise him that it is incumbent to start immediately.

As you are aware, this problem has existed for nearly a year. My response to Mr. Johnston's first letter to you of October 19, 1973 pointed out the conditions of the CUP, and specifically the provision of the Zoning Ordinance 28.04.190.B-8-a that listed the acceptable materials for the required wall, but specifically excludes wood or woven wire. When Mr. Johnston later requested an administrative adjustment that the wall be waived, Bob Lakin's response to him stated that such request was denied; however, he advised him of the procedure necessary to amend the CUP. As I recall, a later phone call from Mr. Johnston advised that he was having a local firm review the problem and that they would consider alternate materials for a wall and that such plans possibly would be submitted with a request for amending the CUP. We have heard nothing from him since. The manager of the K-Mart Garden Center contacted me on March 11, 1974 and I furnished him a copy of the original landscape plan. He advised that he was to review the plan and make a bid to Mr. Johnston for replacing the plant materials that had died. As far as I know, another growing season has passed and no additional plant materials were added.

At such time as Mr. Feldner receives copies of the alternate suggestions for the wall construction, we would like an opportunity to review the plans to determine first if an amendment to the CUP is necessary, which would have to be considered by the Planning Commission and the Board of City Commissioners. Copies of our original letters to Mr. Johnston are attached.

JHG:js

cc: Lawrence Beilman, Assistant City Attorney  
Robert Feldner, Superintendent of Central Inspection

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF LAW      DATE August 12, 1974

*W* **ZERO**  
**in**  
**ON SAFETY**  
**PHASE II**

TO Robert B. Feldner, Supt. of Central Inspection

FROM Lawrence J. Beilman, Assistant City Attorney

SUBJECT K-Mart East - Screening Wall  
CUP - DP-15

Attached is a copy of a letter received from W. R. Johnston in response to our letter of July 30, 1974. The letter is self explanatory.

Please get in contact with Mr. Johnston regarding the type of wall or walls that may be constructed at K-Mart East, and advise him it is incumbent upon them to start immediately. They have agreed to build a wall, but evidently they prefer some type other than concrete block.

Lawrence J. Beilman  
Assistant City Attorney

LJB:cg  
Attachment

cc: Ralph Wulz, City Manager  
Robert Lakin, Director of Planning  
Leland Johnson, Inspector, Central Inspection Division



## C & W Manhattan Associates

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

August 5, 1974

Mr. John Dekker  
Director of Law  
City of Wichita  
Suite 600 City Bldg. Annex  
Wichita, Kansas 67202

Re: Screening Wall  
K-Mart East  
Wichita, Kansas

Dear Sir:

I am in receipt of your letter dated July 30, 1974 regarding the screening wall at the above referenced location.

I am enclosing a photo copy of a letter to one of the complaining residents of the neighborhood and also a photo copy of a supplement to investigation of the fill report. This report was made as you can see by a very respected engineering group, one that we feel is qualified to make a recommendation that would alleviate this problem.

I realize that under the General Provision as required by Community Unit Plan for D.P. 15, we are obligated to construct a masonry screening wall, but as pointed out in the enclosed letter to Mr. Whitmer, due to circumstances beyond our control, it would border on stupidity to replace this wall with anything except a very light weight screening wall.

We are ready to start construction immediately on any type of screening wall that would not present a condition that would become hazardous as did the concrete block wall originally



**C & W Manhattan Associates**

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

Page 2

installed.

Yours very truly,

*W. R. Johnston*

W. R. Johnston

WRJ:abm

cc: Mr. Robert Lakin  
Department of Public Works  
Wichita, Kansas

## C & W Manhattan Associates

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

July 29, 1974

Mr. Bill Whitmer  
8415 Peach Tree  
Wichita, Kansas 67207

Re: K-Mart (E. Kellogg)  
Wichita, Kansas

Dear Sir:

We are the owners of the building and land that is occupied by K-Mart #4174 at the above-referenced location.

In July of last year we were advised by our insurance carrier that the concrete block screening wall on the west side of our parking lot was leaning at such an acute angle that it presented a most hazardous condition.

As you are probably aware the west side of the parking lot is built on a fill, as is part of the building. Due to the very unstable nature of this fill soil we have experienced some very acute problems with our asphalt and cement.

I am enclosing a photo copy of a supplement to investigation of the fill report, that points out that the concrete block screening wall is a contributing factor in the soil movement at this site. I think you would agree that it would be very stupid to replace the concrete block wall that our insurance carriers insist is unsafe and The Wichita Testing Laboratories says, to replace this concrete block wall with a light weight screening wall would help reduce the slide potential at this site.

We most sincerely solicit yours and the other property owners aid in getting approval from the city planning department to replace this concrete block wall with either a lightweight cedar or redwood fence of sufficient height to afford more screening than the block wall afforded.

In closing, I can see how a child could survive a light weight cedar fence falling on him, but a concrete block wall would be another story.

Yours very truly,

W. R. Johnson

WRJ:abm



WICHITA TESTING LABORATORIES

Materials Engineers & Chemists

TELEPHONE (316) 264.4328  
1428 N MOSLEY AVE • WICHITA, KANSAS 67214

NOVEMBER 24, 1969

ALBERT LOVE  
ENGINEER AND MANAGER

LAW CONSTRUCTION COMPANY  
POST OFFICE BOX 1139  
WICHITA, KANSAS 67201

ATTENTION: MR. WEAVER  
REFERENCE: SUPPLEMENT TO INVESTIGATION OF THE FILL REPORT  
DATE, OCTOBER 1, 1969  
K-MART EAST, WICHITA, KANSAS

GENTLEMEN:

IN REVIEWING THIS REPORT, ONE OF THE CONTRIBUTING FACTORS IN THE  
MOVEMENT OF THE SOILS AT THE REFERENCED SITE IS UNDOUBTEDLY THE CONCRETE  
BLOCK SCREEN WALL.

IF THIS SCREEN WALL WERE REMOVED TO THE TOP OF THE FOOTING IT WOULD  
REMOVE APPROXIMATELY 565 LBS PER LINEAR FOOT. REMOVING THIS WEIGHT WOULD  
APPRECIATIVELY HELP REDUCE THE SLIDE POTENTIAL AT THIS SITE.

THIS HEAVY SCREEN COULD THEN BE REPLACED BY A LIGHT WEIGHT SCREEN  
THAT COULD BE MORE EASILY MAINTAINED.

IT MUST BE POINTED OUT, HOWEVER, THAT NEARLY REMOVING THE CONCRETE  
BLOCK WALL WILL NOT IN ITSELF RESOLVE THE SLIDE PROBLEM. THE SOIL AD-  
JACENT TO THE WALL, AND ESPECIALLY ON THE WEST SIDE OF THE EXISTING WALL,  
SHOULD BE RECOMPACTED AND BROUGHT UP TO A MORE STABLE SLOPE CONDITION.

RESPECTFULLY,

WICHITA TESTING LABORATORIES

BY Karl R. Horner  
KARL R. HORNER, P.E.

AL

KRH:AM

EVALUATION OF CONSTRUCTION MATERIALS



JB

August 2, 1974

Mr. W. R. Johnston  
C & W Manhattan Associates  
Box 27446  
Houston, Texas 77027

Dear Mr. Johnston:

In reference to your letter of July 29, 1974, I would agree that replacing the concrete block wall with another one of the same material would not be prudent.

I am sure the neighborhood would support your plan to substitute a durable lightweight cedar fence. I have serious reservations about a redwood fence due to the additional man-hours required.

The primary thing we are interested in is getting some positive action on your part. As I have mentioned in previous correspondence, this situation has existed for almost a year and there is little evidence of any progress on your part to correct it. Your firm has actually never met the requirements of the Community Unit Plan in that adequate green belt screening was never planted and the token planting that did occur was, of course, never maintained.

The property owners involved would appreciate any effort you can make to expedite construction of adequate screening.

Very truly yours,

*Bill Whitmer*  
Bill Whitmer

BW:eld

cc: Messrs. Ralph Wulz, City Manager  
John Dekker, Director of Law  
R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning ✓



CITY OF WICHITA

JOHN DEKKER, DIRECTOR OF LAW AND CITY ATTORNEY

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

July 30, 1974

DEPARTMENT OF LAW  
CITY OF WICHITA  
1000 WEST ALABAMA  
WICHITA, KANSAS 67202

Mr. W. R. Johnston  
Coogan and Walters  
3431 West Alabama  
P. O. Box 27416  
Houston, Texas 77027

RE: Screening Wall, K-Mart East  
Wichita, Kansas

Dear Mr. Johnston:

Because of the continuing problem the Department of Public Works Central Inspection Division is having with getting your attention and cooperation regarding the construction of the screening wall as required by CUP DP-15, this office has been requested to take appropriate legal action.

This letter is to advise you that we are continuing to receive neighborhood complaints concerning the polluting of the area by K-Mart with blowing rubbish, debris, shopping carts and discharges into the creek. You are further advised that failure to comply with the screening wall requirement is in violation of the terms of the building permit issued for the project. Also, you are advised that K-Mart East is in violation of Condition No. 3 under the General Provisions as required by Community Unit Plan for DP-15: K-Mart East.

If correction of this condition is not started by August 19, 1974 and we do not hear from you concerning this matter on or before August 19, 1974, we will have no alternative but to take the necessary legal steps and/or court action to enforce compliance with this requirement.

Very truly yours,

John Dekker  
Director of Law

JD:LJB:kh

cc: Lawrence J. Beilman, Assistant City Attorney  
Ralph Wulz, City Manager  
Robert B. Feldner, Supervisor of Central Inspection Division  
R. W. Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning  
Leland Johnson, Inspector, Central Inspection Division



**THE CITY OF WICHITA**

OFFICE OF Central Inspection Division

DATE July 8, 1974

*Shurlock*  
*Flem*  
*CUP*  
ZERO  
ON SAFETY  
PHASE II

TO Ralph Wulz, City Manager

FROM Robert B. Feldner, Superintendent of Central Inspection

SUBJECT K - Mart East  
8600 East Kellogg

On March 5, we received a letter from Coogan & Walters, dated February 28, 1974, giving assurance they would comply with the date for commencing corrective action on the required wall screen for K - Mart East. This is as you noted in your memorandum dated June 26, 1974.

Within a few days of this letter, Mr. Jim Vosburgh of Wichita Builders Supply, Inc. called to inquire about what would be required to replace the masonry wall. In the ensuing conversation with Leland Johnson, Mr. Vosburgh indicated that work on the wall would begin as soon as the developers approved his estimate which, he thought, would be promptly forthcoming.

There had been no further contact until the recent letter from Mr. Bill Whitmer, dated June 24, 1974, which called attention to the fact that no work on the wall had begun. He again called Mr. Vosburgh who explained that he had prepared the estimate, but had been out of town several weeks without forwarding his estimate to Coogan & Walters. Upon his return, he had an urgent request from them to submit his proposal which he did approximately three to four weeks ago (from July 2). He has not heard from them since submitting his proposal.

Inasmuch as action had been started in the period specified, it would not appear that legal action is required at the present time. However, a letter from the Law Department stating the action which could result from failure to diligently pursue the work might provide Coogan & Walters added incentive to dispatch the matter.

RBF:mal

cc: R. W. Bruggeman  
✓ Robert Lakin



THE CITY OF WICHITA

OFFICE OF

CITY MANAGER

DATE June 26, 1974

*Shirley  
Fitt*  
*KS*  
ZERO  
in  
ON SAFETY  
PHASE II

TO Robert Feldner, Supt. of Central Inspection

FROM Ralph Wulz, City Manager

SUBJECT K-Mart East *CUP*

In March of this year Leland Johnson of your office provided us a letter from Coogan and Walters, Houston, Texas, developers of the K-Mart East property indicating that they would meet the City's deadline of March 22, 1974. This deadline was set in your letter of February 22, 1974 to Mr. W. R. Johnston of Coogan and Walters.

Mr. Bill Whitmer, 3415 Peach Tree Lane, owner of residential property adjacent to K-Mart East, has again written this office advising that nothing has been done on this screening wall and K-Mart is continuing to pollute the area with trash, shopping carts and discharges into the creek.

Please review this matter and provide me with a report on the status of the screening wall and when it will be built.



Ralph Wulz  
City Manager

RW:tjh

cc: R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning ✓



June 24, 1974

Mr. Ralph Wulz, City Manager  
The City of Wichita  
204 South Main Street  
Wichita, Kansas 67202

Dear Mr. Wulz:

On March 19, 1974 you wrote me concerning the screening of K-Mart East.

You indicated at that time that Coogan and Walters, the developers of the property, were planning a new screening wall and that construction was expected to begin prior to March 22, 1974.

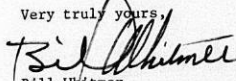
To date, there is no evidence of any effort to properly screen the property. K-Mart is polluting the area as badly as ever with blowing rubbish, shopping carts and discharges (presumably from their automotive department) into the creek.

This situation has existed for close to a year and I can see no evidence of any attempt to comply with either their original construction commitment or the present one.

Our neighborhood is, of course, quite disappointed at the failure to insist on compliance. As I mentioned in my letter of February 13, to waive the screening stipulation is unfair to adjacent property owners and could set a precedent which would adversely affect other residential property owners throughout the city.

Any information or assistance you could give me on this matter would be greatly appreciated.

Very truly yours,

  
Bill Whitmer  
8415 Peach Tree  
Wichita, Kansas 67207

BW:eld

cc: R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning ✓



THE CITY OF WICHITA



OFFICE OF THE CITY MANAGER  
282-0611 — AREA CODE 316  
CITY BUILDING — 204 S. MAIN ST.  
WICHITA, KANSAS 67202

March 19, 1974

*File in  
K-Mart  
cup*

Mr. Bill Whitmer  
8415 Peach Tree  
Wichita, Kansas 67207

Dear Mr. Whitmer:

With reference to your recent inquiry concerning screening of the K-Mart East, Mr. W. R. Johnston of Coogan and Walters, Commercial Developers, has responded to the City's request that proper screening be provided.

Mr. Johnston advises that the old wall was taken down when their insurance underwriters declared it a hazard and forced its removal. Coogan and Walters is currently drawing plans for a new screening wall. Construction is expected to begin prior to March 22, 1974.

We hope that construction of this new wall will resolve the concerns of the neighborhood.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ralph Wulz".  
Ralph Wulz  
City Manager

RW:kjh

cc: R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning



THE CITY OF WICHITA

*Shirley  
Fisher  
K-Mart CUP*



DEPARTMENT OF PUBLIC WORKS  
CENTRAL INSPECTION DIVISION  
262-0611 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN — WICHITA, KAN. 67202

February 22, 1974

Mr. W. R. Johnston  
Coogan & Walters Commercial Developers  
P. O. Box 27416  
Houston, Texas 77027

Dear Mr. Johnston:

Residents in the area adjoining your K-Mart East development have registered complaints with this division concerning the lack of screening to separate K-Mart from the adjoining residential district.

I understand you were in communication with Mr. Jack Galbraith of the Metropolitan Planning Department (your letter to him of October 19, 1973 and his letter to you of October 25, 1973). He also mentioned telephone conversation following the correspondence but has not had any further word from you for at least two months.

Our inspector reports there is neither a wall nor screening as required on the approved Community Unit Plan for DP-15: K-Mart East, Condition No. 3 under the General Provisions. Failure to comply with the screening requirements is in violation of the terms by which a building permit was issued for the project.

This letter is to notify you that K-Mart East is in violation of Condition No. 3 for CUP DP-15 and if the owner fails to commence corrective action within thirty days from the date of this letter, the matter will be referred to the Department of Law for further action.

Sincerely,

*Robert B. Feldner*  
Robert B. Feldner  
Superintendent of Central Inspection

RBF:mm1

cc: Ralph Wulz, City Manager  
John Dekker, Director of Law  
B. W. Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning



Shirley F. in DP-15



ON SAFETY PHASE II

**THE CITY OF WICHITA**

OFFICE OF Central Inspection Division

DATE February 21, 1974

**TO** Ralph Wulz, City Manager *RBF (LAK)*  
**FROM** Robert B. Feldner, Superintendent of Central Inspection

**SUBJECT** K-Mart East - Complaints  
by Neighbors

Your memo on the above subject, received February 19, 1974, requests status of the matter and expected relief.

Mr. W. R. Johnston of Coogan & Walters corresponded with the Planning Department on October 19, 1973, to which Jack Galbraith responded on October 25, 1973.

Jack Galbraith had a telephone conversation with "the people in Houston about two months ago" (prior to conversation by Leland Johnson with Jack Galbraith on February 11, 1974) in which the problem and some proposed solutions were discussed. "They have not contacted me since..." Galbraith.

Leland Johnson talked to Bill Whitman, nearby property owner, on February 13, 1974 and requested the complaint be put in writing and also stated that Central Inspection is preparing a letter to be sent to Mr. W. R. Johnston of Coogan & Walters, Houston, notifying them that in event of persistent delinquency, the matter would be referred to the Department of Law for further action.

RBF:mm1

cc: R. W. Bruggeman, Director of Public Works w/a  
Robert A. Lakin, Director of Planning w/a

Attachment



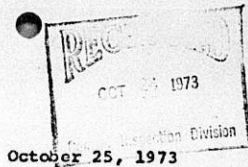
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

PHONE 262-0811 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202

Mr. W. R. Johnston  
Coogan & Walters  
Commercial Developers  
P. O. Box 27416  
Houston, Texas 77027



October 25, 1973

Subject: CUP DP-15 - K-Mart East

Dear Mr. Johnston:

In response to your letter of October 19, 1973, I have reviewed the approved CUP for DP-15 - K-Mart East, and Condition #3 under General Provisions, which reads as follows:

#3. A 5 to 8-foot solid or semi-solid masonry wall shall be constructed, and a 15-foot mass planting screen of both deciduous and evergreen shrubs and trees shall be provided upon the issuance of any building permit on Parcel #1 (see attached landscape plan).

In regard to the "attached landscape plan", our files reflect an approved landscape plan, dated 5-19-66, for the 15-foot area directly west of the wall. As I recall this case, both the wall and the 15-foot landscaped area were requirements to assist in screening the K-Mart development as viewed from the residential property to the west of the drainage ditch.

Although I have not recently viewed this area in the field, I do recall the planting area being planted, probably in 1967, after K-Mart was developed. It would appear that after some six years the trees and shrubs, if properly cared for and maintained, would now be providing acceptable screening, however, I don't remember that the trees have grown to that size or that many still remain. If you now desire not to replace the required wall, one of the alternatives is that you can request an amendment to the plan, requesting the wall requirement be deleted. This amendment procedure requires approximately the same time for review and approval as the original CUP (90 days). A filing fee of \$400 is required as well as a certified abstractor's ownership list of all property owners within 1,000 feet.

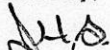
Page 2 - Mr. W. R. Johnston  
October 25, 1973

There is another alternate that you might consider and that is seeking an administrative adjustment on the wall requirement. You could request in writing, that the Director of Planning, Robert A. Lakin, and the Superintendent of Central Inspection, Robert Feldner, grant an administrative adjustment on the wall requirement, which they are authorized to do. For this type of adjustment, however, they, in my opinion, could give an adjustment only if they determined that an alternate proposal was acceptable. The difficulty, as I see it, is that the original landscape plan has not been successful and I am not certain whether they would assume that an alternate plan would be any more successful. If the weight of the wall is a problem, you might suggest another fencing solution. However, again, it should be pointed out that the CUP regulations require masonry type materials and not wood or woven wire. It would be my opinion that if it is not structurally possible to construct and maintain a masonry wall, that they might favorably review another type of material that would still provide satisfactory screening.

I would appreciate your reviewing these comments. Attached for your information and files is an application for an amendment to a CUP.

Please contact us if we can provide any additional information.

Sincerely,

  
Jack H. Galbraith  
Chief Planner

JHG:ber

Attachment

cc: Robert Feldner, Supt. of Central Inspection  
X Bill Earlywine, Building Inspector

**THE CITY OF WICHITA**  
**OFFICE OF CITY MANAGER**

**DATE** February 14, 1974

*Shirley Full on K-Mart*  
**ZERO in SAFETY PHASE II**

**TO** Robert Feldner, Supt. of Central Inspection

**FROM** Ralph Wulz, City Manager

**SUBJECT** K-Mart East - Complaints  
by Neighbors

I have received a copy of Mr. Bill Whitmer's February 13 letter to Mr. Johnson on the above subject.

Please advise me immediately of the status of this matter and what relief the residential neighborhood can expect.

*Ralph Wulz*  
Ralph Wulz  
City Manager

RW:fjh

cc: R. W. Bruggeman, Director of Public Works w/a  
Robert A. Lakin, Director of Planning w/a ✓

RECEIVED  
FEB 15 1974  
METROPOLITAN  
PLANNING

February 13, 1974

Mr. Leland Johnson  
Central Inspection Division  
204 South Main  
Wichita, Kansas 67202

Dear Mr. Johnson:

Per our conversation of today, I would like to document a few of the problems relative to the K-Mart East situation.

The problem actually began in the fall of 1973 when K-Mart removed a concrete fence bordering part of their west parking lot and shielding the property from the adjacent residential area of Bonnie Brae where I live. This, of course, exposed their garage and parking area as well as allowing their trash to blow unhindered.

In addition, shopping carts left in the parking area are even more prone to roll down the hill into the creek which separates the store from Bonnie Brae addition. This has always been a problem, but it has worsened with removal of the fence. At any time, a number of these carts may be found in various stages of disintegration in the creek or the ground to the north. Children in the area have even inquired if they could salvage the carts for K-Mart for 50¢ apiece, but they have been refused.

In conversations with you and Bill Earlywine, it was brought out that before the Planning Commission would authorize zoning and construction of the building, it was stipulated that a decorative fence would be erected and suitable greenery planted to protect the residential neighborhood. The planting of the greenery was only accomplished in a token manner and through lack of care, etc., what was there has largely died out.

Based on this prior commitment, I would like to see the City take every possible action, including litigation if necessary, to force the building owners to comply with the original requirements of the zoning and construction. I realize that the K-Mart store represents a very successful commercial enterprise and a substantial tax base; however, to waive the stipulation would be unfair to the adjacent residential property owners and, in fact, could set a precedent which would adversely affect other residential property owners throughout the City.

A number of my neighbors have expressed great concern over this problem and a willingness to assist in whatever is necessary to rectify the situation. I have told them that the City is working on the

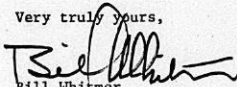
ROUTING:	
<input checked="" type="checkbox"/> RW	62
<input type="checkbox"/> BGF	
FEB 14 1974	
<input type="checkbox"/> EX	
<input type="checkbox"/> F.L.L.	CH TO 1208-10A

Mr. Leland Johnson  
Page Two  
February 13, 1974

problem and should have a solution shortly. However, the last contact appears to have been made in October of 1973 and things seem to be in a state of limbo at this point.

Would you please advise me what the current status of the problem is and approximately when we may expect K-Mart to undertake some positive action.

Very truly yours,

  
Bill Whitmer  
8415 Peach Tree  
Wichita, Kansas 67207

BW:eld

cc: Messrs. Robert Feldner  
Ralph Wulz

# COOGAN & WALTERS

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

November 1, 1973

Mr. Robert A. Larkin  
Director of Planning  
Metropolitan Planning Dept.  
104 South Main Street  
Wichita, Kansas 67202

RE: CUP DP15 - K-Mart East  
Wichita, Kansas

Dear Sir:

When the captioned K-Mart store was constructed in 1966 we were required to construct a solid masonry or semi-solid masonry wall extending some 200 feet north and south down the extreme west edge of the parking lot. This wall along with shrubs and trees was for the sole purpose of assisting in screening the K-Mart development from residential property some distance to the west.

Due to the fact that the heavy masonry wall was constructed on unstable fill dirt, we soon had a very serious problem develop. The asphalt and compacted fill began to crack, this cracking increased until the wall was leaning at such an angle that it became hazardous. At that point we removed it and attempted to repair the asphalt and fill.

I would like to request an administrative adjustment on the wall requirement. We feel like we can plant shrubs and trees, and properly maintain them and have a screen that would be much prettier than a masonry wall.

We realize now that we would have to have proper maintenance on anything that we plant in the area, and if you will allow this adjustment you can rest assured that it will be properly maintained.

Very truly yours,

COOGAN & WALTERS

*W. R. Johnston*

W. R. Johnston

WRJ:dgs



## COOGAN & WALTERS

COMMERCIAL DEVELOPERS

3431 WEST ALABAMA

P. O. BOX 27416  
HOUSTON, TEXAS 77027  
(713) 621-0700

October 19, 1973

Mr. Jack Galbraith  
City Planning Department  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

RE: K-Mart  
East Kellogg  
Wichita, Kansas

Dear Mr. Galbraith:

I am in receipt of a letter from Mr. Bill Earlywine, Building Inspector, Department of Public Works regarding a violation of community unit plan DP-15, at the above captioned location.

This violation involves a masonry wall that was removed from the west side of our parking lot. This wall was removed while we were in the process of a very extensive repair to said parking lot.

A major portion of this repair was adjacent to this wall, as you may be aware, this wall was on that portion of the parking lot that was fill, the weight of the wall on the edge of this fill created a situation that was very hazardous in the fact that the cracks that it created in the asphalt and fill allowed it to lean at a very steep angle. Our insurance underwriters insisted that it be removed and replaced with something that would eliminate this hazard.



It was my intention to contact the City Planning Board and see if it would be possible to set out trees, plants or something that would be acceptable as a screen.

I would appreciate hearing from you regarding something that we can replace the heavy block wall with, that would be acceptable to our insurance underwriters as well as the City Planning Department.

Very truly yours,

COOGAN & WALTERS

*W. R. Johnston*  
W. R. Johnston

WRJ:jct

May 5, 1972

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

DP-15 - K-Mart Community Unit Plan

The above captioned CUP was approved by the Planning Commission and Board of City Commissioners in 1966 subject to the normal conditions, one of which was that any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit. As a result of this condition, you are in receipt of a letter and accompanying drawing from C. Robert Bell, attorney representing Jack P. DeBoer Associates, Inc., requesting an administrative approval that the proposed motel structure can extend into setbacks established on Parcel No. 2 on the above captioned CUP. It should be called to your attention that the entire area in subject CUP was platted as Lot 1, Wiedemann Addition and inasmuch as Parcel No. 2 has been sold, prior to the issuance of any building permits on either parcel, it is necessary that the owners either replat the property or receive approval of a "Lot Split" request. We have received an application for a Lot Split approval for the area in Parcel No. 2.

As we understand the request, the developer now proposes that he be permitted to extend two corners of the building and stair towers into the 35 foot setback on the east by a distance of 18 feet and to extend a wing of the building into the 35 foot setback on the west a distance of 23 feet. It is also our understanding that the extension on the west permits vehicular circulation under the second story, thus providing adequate means for circulation on the west side of the motel.

After viewing this plan with the CUP, and considering there is an adequate building setback to the west on Parcel No. 2, and based upon the Kansas Turnpike right-of-way on the east, it is our opinion that the request to extend the motel and stair towers as indicated on the plan is not a substantial deviation of the plan as originally approved. This interpretation and approval is based upon the owner receiving approval of a replat or Lot Split application, and subject to the development of Parcel No. 2 complying with all other conditions on the approved CUP.

Page 2 - Robert Feldner  
May 5, 1972

It should also be understood that this administrative interpretation is given with the understanding that we would not be in a position of granting a similar request for the 35 foot setback on the east side of Parcel No. 1, as there must be an adequate area for vehicular circulation between parcels in future development.

We would, therefore, recommend that if you concur in this interpretation, that you so indicate by your signature below and that you make the appropriate notations on your official copy of the approved CUP.

Approved by:

  
Robert A. Lakin, Director of Planning

Approved by:

  
Robert Feldner, Superintendent of Central Inspection

JHG:ls

cc C. Robert Bell, Attorney, 200 West Douglas 67202  
Jack P. DeBoer Associates, Inc., 240 North Rock Road 67206  
Russ A. White, Coogan & Walters, 4901 Richmond Avenue-Suite 300,  
Houston, Texas 77027

LAW OFFICES OF  
MORRIS, LAING, EVANS & BROCK

CHARTERED

SUITE 430  
200 WEST DOUGLAS  
WICHITA, KANSAS 67202  
(316) 262-2671

May 3, 1972

VERNE H. LAING  
FERD E. EVANS, JR.  
RALPH R. BROCK  
JOSEPH W. KENNEDY  
C. ROBERT BELL  
ROBERT I. GUENTHNER  
DAVID C. ADAMS  
KEN H. PETERSON  
JOHN C. McMURRY

LESTER L. MORRIS  
1901-1966

Mr. Jack Galbraith  
Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas, 67202

Mr. Robert P. Feldner  
Superintendent  
Central Inspection  
City of Wichita  
City Building Annex  
Wichita, Kansas, 67202

RE Jack P. DeBoer Associates, Inc.  
Proposed construction of a motel  
facility on CUP Lot 1, Wiedemann  
Addition

Gentlemen:

The above referenced CUP presently requires setback lines as indicated on the East and West boundaries of the portion of the property upon which our client contemplates constructing a motel, as shown in the enclosed drawings. Our client would like to construct the structures in the locations shown on the enclosed drawings and requests your administrative permission to make minor changes in the CUP to permit construction of the improvements in the locations indicated.



Very truly yours,

*C. Robert Bell*  
C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK, Chartered

CRB/cs  
cc: Don Moehring, Jr.  
Gordon Prince

COVENANT

STATE OF KANSAS  
EXHIBIT 10  
FILED FOR RECORD  
8. 65

NOV 9 1965

NO. 22316  
RUFUS E. DEERING  
REGISTER OF DEEDS  
O. B. Walker

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners of Lot 1 in Wiedemann Addition to the City of Wichita, Sedgwick County, Kansas, hereby covenant to and with the City of Wichita, Kansas, a municipal corporation, as follows:

That within one week after notice to the undersigned that a residential building permit has been issued for any lot adjoining on the north the said Lot 1 in Wiedemann Addition, the undersigned will commence the construction of a five to eight foot solid or semi-solid masonry wall along the north property line of Lot 1 in Wiedemann Addition and proceed with reasonable diligence and dispatch to complete said wall at the sole cost and expense of the undersigned. The undersigned covenant that if they fail to comply with this covenant, they will pay or cause to be paid to the City of Wichita, Kansas, the sum of \$6,000.00. The extent of the liability of the undersigned under this covenant shall be said sum of \$6,000.00, and upon payment of such sum there shall be no further obligation under this covenant. This covenant shall run with the land and be binding upon any subsequent owners of said Lot 1 in Wiedemann Addition of the City of Wichita, Sedgwick County, Kansas.

WITNESS our hands this 2nd day of June, 1966.

*Jack Coogan*  
\_\_\_\_\_  
JACK COOGAN

*Alida Z. Coogan*  
\_\_\_\_\_  
ALIDA Z. COOGAN

*Roland E. Walters*  
\_\_\_\_\_  
ROLAND E. WALTERS

*Gary Walters*  
\_\_\_\_\_  
GARY WALTERS

*Item 2  
Scheduled B*



*City Clerk  
Room 104 - City Bldg.*

REC 588 MAY 35

April 11, 1969

Mr. Paul M. Buchanan  
Attorney at Law  
First National Bank Bldg.  
Wichita, Kansas 67202

Subject: DP-15 - K-Mart Community  
Unit Plan

Dear Mr. Buchanan:

At your request, this letter is for the purposes of an interpretation of your proposed use on Parcel #2 of the K-Mart Community Unit Plan. As we discussed this morning, the developer is interested in constructing a motel on Parcel #2 in conformance with the community unit plan provisions and the "LC" zoning classification of the City of Wichita. Parcel #2 proposes the following general uses:

"Retail businesses conforming to the provisions of Section 28.04.090 of the Zoning Ordinance."

This section of the Zoning Ordinance lists several permitted uses, one of which is motels and hotels and even though this use was not specifically indicated on the plan, it is our interpretation that the way the proposed uses were stated on the plan that any use permitted by the light commercial district would be permitted on that parcel.

In recalling the discussion of the plan when being processed, I recall that the developer had a definite use on Parcel #1 which was for the K-Mart Shopping Center and had specifically worded the proposed use under Parcel #2 so that it would be interpreted that any use in the light commercial district would be permitted on that parcel.

I hope this information is satisfactory.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:js

April 5, 1967

Mr. Russ A. White  
Coogan & Walters  
Suite 300  
4901 Richmond Avenue  
Houston, Texas 77027

Subject: DP-15 - K-Mart Commercial Community  
Unit Plan

Dear Mr. White:

We have been advised by the Engineering Division and Central Inspection Division of the Department of Public Works that the requirements of approval of the Commercial Community Unit Plan for K-Mart East and the guarantee by a performance bond have now been complied with. This bond guaranteed channelization improvements; construction of a masonry wall on the west side of the shopping center, and adjacent landscaping; and the construction of a bridge over Gypsum Creek and the East Kellogg Frontage Road.

Said bond is being held by the City Clerk and may be cancelled upon your request to his office. If you have any questions concerning this matter, please contact our office.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgs

cc: Mr. Lawrence E. Curfman      Mr. Ralph Wulz, Director  
830 1st National Bank Bldg.      Department of Public Works  
  
Glen Lytle, Superintendent      Ralph C. Eberly  
Central Inspection Division      City Clerk

ROUTE SLIP  
(Please Circle Destination)

City Manager	Director of Adm.	Dir. of Public Works
Exec. Asst. to C. M.	Auditing	Adm.
Public Information	Budget	Central Insp.
City Clerk	Central Data Proc.	Engineering
Human Relations	Civic Audit'm	Traffic Engr.
Civil Defense	Personnel	Maintenance
Fire Dept.	Purchasing	Sanitation
Police Dept.	Duplicating	Planning
Police Court	Ret. & Group Ins.	Urban Renewal
Health Dept.	Treasury	Water Dept.
Director of Law	Library	Water Pol. Control
Prosecutor's Office	Park Dept.	

For: Jack Galbraith

For your information       Reply sending me      copies  
 For your comments       Prepare reply for my signature  
 Note and return       You handle. No report required

MESSAGE: Pl. bond release if needed

SIGNED Engineering DATE 4-4-67  
000-013

(C O P Y)

April 4, 1967.

Mr. R. A. White,  
Coogan & Walters,  
Suite 300, 4901 Richmond Avenue,  
Houston, Texas. 77027

Dear Mr. White:

The K-Mart bridge at Cypsum Creek and the East Kellogg frontage road has been completed satisfactory for approval and acceptance by the City of Wichita. The bridge was opened to traffic on April 3, 1967.

The alignment on the private frontage road at the east approach to the bridge was not constructed according to plans submitted to this office. Since approval of the alignment and construction was not required of this office, the approach may be satisfactory to the owner.

Very truly yours,

R. W. Linn,  
Design Chief Engineer.

RWL-LS

cc  
✓ Mr. Jack Galbraith, Planning Department  
Mr. Eugene R. Hiatt, State Highway Commission



R. S. DELAMATER  
CONSULTING ENGINEER

520 EAST WILLIAM  
WICHITA, KANSAS 67202

April 3, 1967

Mr. Bill Smith  
City Engineer  
Wichita, Kansas

Refer: K-Mart Bridge and West Approach  
East Kellogg at Gypsum Creek

Attention: Mr. Dick Linn

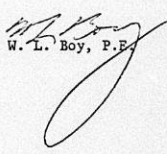
Dear Mr. Linn:

Following an inspection this afternoon with Messrs. Dick Linn, Mike Tucker, Gene Powers and Bill Boy, we recommend that the City accept the bridge and its west approach from the owner and builder. The bridge and the west approach substantially meet the requirements and have been constructed in accordance with the specifications and plans as presented to the City in December, 1966.

We are revising the construction layout sheet in regard to actual pile lengths and will forward these to you when ready along with the pile reports and reports on concrete test cylinders.

Yours very truly,

R. S. DELAMATER  
CONSULTING ENGINEER

  
W. L. Boy, P.E.

WLB:RSD:wr

cc: Law-Pollitt Const. Co.  
Tucker Const. Co.  
Ritchie Bros. Const. Co.

188-A

January 9, 1967

Lawrence E. Curfman, Attorney  
850 First National Bank Building  
Wichita, Kansas

Re: K Mart Building  
8600 East Kellogg

Dear Mr. Curfman:

Permit C22497 for the construction of the K Mart building at 8600 East Kellogg, issued on June 28, 1966, was issued on the basis that it comply with all building and zoning requirements of the City of Wichita.

The occupancy permit will be issued when the building has been satisfactorily completed and is in conformance with the plans previously approved on June 28, 1966 by this division. This occupancy permit will not be withheld pending the completion of the bridge required by the Community Unit Plan.

If you have any further questions, please advise.

Sincerely,

Glen E. Lyle  
Superintendent of Central Inspection

GEL:ml

# THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS  
ADMINISTRATIVE DIVISION  
AMHERST 2-8211 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN — WICHITA, KAN. 67202

## CERTIFICATE OF OCCUPANCY

This is to certify that the structure located at 8600 East Kellogg  
on property described as Lot 1. Weideman Addition  
to the City of Wichita, Kansas, has been constructed under authority of  
building permit C22497 for Corman - Walters  
Suite #300, 4701 Richmond, Houston, Texas.

The structure has been inspected by this division. To the best of our  
knowledge and belief, it is in compliance with existing city regulations and  
can legally be occupied as Retail Store.

  
G. L. Lytle  
Superintendent of Central Inspection



ALL-AMERICA CITY

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

NOVEMBER 2, 1966

TO The Files

FROM Jack H. Galbraith, Senior Planner J.H.G.

SUBJECT Case NO. Z-0762 - "AA" to "LC" for the north side of Kellogg in an area west of Kansas Turnpike Interchange; and DP-15 K-Mart Shopping Center

On November 1, 1966, the Board of City Commissioners considered a request for review of the bridge construction requirements which was a condition of approval of the K-Mart Commercial Development Plan. The action of the City Commission was to direct the Department of Public Works to relax its required design criteria to permit the construction of the bridge at a lower elevation subject to the bridge being designed as to enable it to be raised to a higher elevation in the future.

The Board of City Commissioners further stated that the City of Wichita would not participate in the financing of the required improvements.

JHG:bgs

NOVEMBER 2, 1966

**The Files**

Jack H. Galbraith, Senior Planner

Case No. Z-0762 - "AA" to "LC" for the north side of Kellogg in an area west of Kansas Turnpike Interchange; and DP-15 - K-Mart Shopping Center

On November 1, 1966, the Board of City Commissioners considered a request for review of the bridge construction requirements which was a condition of approval of the K-Mart Commercial Development Plan. The action of the City Commission was to direct the Department of Public Works to relax its required design criteria to permit the construction of the bridge at a lower elevation subject to the bridge being designed as to enable it to be raised to a higher elevation in the future.

The Board of City Commissioners further stated that the City of Wichita would not participate in the financing of the required improvements.

JHG:bgs

September 8, 1966

Glen E. Lytle, Superintendent of Central Inspection

Jack H. Galbraith, Senior Planner

DP-15 - Amendment to K-Mart Development Plan to Increase Sign Height from 30 feet to 55 feet.

On September 6, 1966, the Board of City Commissioners considered the above-captioned request to permit a sign to not exceed 55 feet. The action of the City Commission was to approve the request as recommended by the Planning Commission, which would permit a sign height to not exceed 1409 feet above mean sea level. However, attached for your information and files is a copy of a letter from Mr. Lawrence Curfman, Attorney for the applicant, dated August 16, 1966, in which the applicant assures that the sign height provided in the Community Unit Plan will not exceed 1391 feet above mean sea level.

This action of the Board of City Commissioners should be filed with your information on DP-15, the K-Mart Commercial Development Plan. If you have any questions concerning this matter, please contact our office.

JHG:bgs

Attachment

cc: Mr. Lawrence Curfman  
830 First National Bank Bldg.

Coogan & Walters  
Suite 300  
4901 Richmond Avenue  
Houston, Texas 77027

# THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS  
CENTRAL INSPECTION DIVISION  
AMHERST 2-0211 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN — WICHITA, KAN. 67202



August 26, 1966

Mr. Lawrence Curfman  
Weigand, Curfman, Brainerd, Harris & Kaufman  
Suite 850 - First National Bank Building  
Wichita, Kansas

Dear Mr. Curfman:

Re: Signs for K-Mart to be located on  
East Kellogg and West Kellogg

I have reviewed your request for the erection of signs to be erected at the K-Mart locations on East Kellogg and West Kellogg. I understand that the request for a change in the height limitations on the signs of the Community Unit Plan from 30' to 55' will be considered by the City Commission on Tuesday, August 30, 1966. Should the City Commission act favorably on this change, the Central Inspection Division would then be in a position to issue a permit subject to the following conditions:

1. Proper application from a licensed and bonded sign hanger who is to do the work.
2. Licensed engineer's drawings showing that the structure proposed is capable of withstanding a wind pressure as required by the Wichita building code.
3. Properly designed foundation governed by the soil conditions at each site.

If we can be of further assistance in this matter, please advise.

Sincerely,

Glen E. Lytle  
Superintendent of Central Inspection

GEL:ml

cc: Ralph Wulz, Director of Public Works  
C. L. McCaig, Construction Inspection Supervisor  
Robert Lakin, Assistant Director of Planning



ALL-AMERICA CITY

JG

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)

SUITE 830 FIRST NATIONAL BANK BUILDING

WICHITA, KANSAS 67202

AMHERST 4-1376  
AREA CODE 316

August 16, 1966

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSSELL MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER S. DEPEW  
PAUL M. BUCHANAN  
CHARLES R. HOBERLY

CLAUDE I. DEPEW  
(1892 - 1956)  
W. E. STANLEY  
(1891 - 1953)  
WILLIAM C. HOOK  
(1905 - 1965)

Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
104 South Main  
Wichita, Kansas

Attention: Jack H. Galbraith  
Senior Planner

Gentlemen:

Subsequent to the meeting of the Planning Commission on August 4, 1966, we have determined various heights of the crown of the United States Highway 54 (Kellogg) from the intersection of Rock Road east.

<u>Station</u>	<u>Elevation</u>
Rock Road	1352
1,000 feet	1347
2,000 feet	1333.5
2,640 feet	1332.5
3,000 feet	1336
4,000 feet (turnpike bridge)	1362

The Standard Oil sign located at Rock Road and Kellogg has a maximum height of 60 feet above the ground level which is approximately three feet below the crown of the highway or making a maximum height above sea level of 1,409 feet. The Mobil sign is 47 feet above the crown of the highway or making the height above mean sea level of 1,401 feet. The Robert Hall sign is approximately the same height above mean sea level as the Mobil sign. The elevations just referred to are based on the elevation of the intersection of United States Highway 54 and Rock Road. All other signs in the area have a conceivably less height above mean sea level than the signs mentioned.

This is your assurance that the sign height provided in the Community Unit Plan will not exceed 1,391 feet above mean sea level.

Very truly yours,

*Lawrence Weigand*

of WEIGAND CURFMAN BRAINERD HARRIS & KAUFMAN

LEC:as



*Contract  
copy  
with 98-2-66*

Report from the MAPC to the Board of City Commissioners

Case No. DP-15

Considered by M.A.P.C. B-4-66

Request for: Amendment to the K-Mart Development Plan to increase the sign height from 30 feet to 55 feet

Reason for request (as provided by petitioner):

Not applicable

Location of property: North side of Kellogg in an area west of the Kansas Turnpike

Legal description of property:

Lot 1, Wisdemann Addition

Petitioner: Coogan & Walters

Address: Suite 300, 4901 Richmond Avenue, Houston, Texas 77027

Counsel for petitioner: Lawrence Curfman, Attorney

Protesters (list counsel, if any): Paul H. Frauen, 8421 Peach Tree Lane, spoke in opposition and submitted a protest petition signed by 50 property owners in the immediate area. Norman F. Steiner, 8315 Willowbrook, D. C. McClain, 251 Bonnie Brae, and Mrs. Frauen, 8421 Peach Tree Lane also spoke in opposition.

Surrounding zoning: To the north and south is "AA" zoning; east is "AA", "LC" and "E", and to the west is "AA" and "LC"

Land use: Subject property is occupied by the K-Mart Center now under construction. To the north and south is vacant; east is the Turnpike right-of-way and Beech Aircraft and west is single family and vacant.

Planning Commission recommendation:

BRANSON moved, and HILL seconded that the Planning Commission recommend to the City Commission that Condition No. 1 under General Provisions be amended to allow a sign height not to exceed the height elevation from mean sea level of other existing signs between Rock Road and Gypsum Creek; and that the applicant be required to furnish the elevation of existing signs from mean sea level so that a determination can be made as to the sign height for the K-Mart Shopping Center.

Respectfully submitted,

Vote of Planning Commission Unanimous as to  
those voting. LAW abstained.

Secretary

- ACTION: 1. Approve the recommendation of the Metropolitan Area Planning Commission; or  
2. Deny the application.

EXCERPT FROM PLANNING COMMISSION MINUTES OF AUGUST 4, 1966:

- "21. Case No. DE-15 - Coogan & Walters, by Lawrence Curfman, Attorney, request approval of an amendment to the K-Mart Development Plan to permit the height of signs to be 55 feet rather than 30 feet as originally approved on the Plan on property legally described as Lot 1, Wiedemann Addition. Generally located on the north side of Kellogg in an area west of the Kansas Turnpike.

GALBRAITH outlined the area on the map and reviewed the following staff report:

Comments

1. The Planning Commission and City Commission recently approved a Development Plan for subject property and one of the conditions of approval was that "Signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right of way. Signs shall not be located adjacent to the north, east and west property lines." The applicant is requesting that this condition be amended to increase the maximum sign height from 30 feet to 55 feet.
2. On March 17, 1966, the Planning Commission considered the Development Plan and the question concerning the sign height was mentioned by the applicant. No discussion took place on the item and the Planning Commission approved the development plan with the condition that no signs shall exceed 30 feet in height. At the time that the development plan was considered by the City Commission, the applicant also pointed out the sign provision but it was the determination of the City Commission that that item would not be discussed at that time.
3. The purpose and intent of the CUP provisions of the ordinance is to promote well-planned and well-organized developments of commercial areas. On this basis, it was determined that a 30-foot sign was sufficient for business sign purposes and that "sign spectaculars" should not be encouraged in shopping center developments. Section 24.04.29, Code of the City of Wichita, permits a 30-foot maximum height for ground signs.
4. It is the opinion of the Planning Department that a 30-foot high sign is adequate to advertise a business and is in conformance with the past action of the Planning Commission and City Commission on other development plans.

Recommendation

It is the recommendation of the Planning Department that the proposed amendment to increase the maximum sign height from 30 feet to 55 feet not be approved inasmuch as it is not in conformance with the purpose and intent of the CUP provisions and the granting of this request would establish a precedent which would be difficult to deny on other similar requests.

LAWRENCE CURFMAN spoke on behalf of the applicant, and stated that at the time this development plan was originally considered by the Planning Commission, sign heights had been considered but because of other numerous problems it was decided not to request an amendment at that time. He stated that again at the City Commission meeting sign heights were mentioned but that it was felt that discussion should not take place at that time.

MR. CURFMAN stated that the proposed sign will be constructed in compliance with the sign ordinance in all respects but requested that

the sign height be amended to a 55-foot height. He pointed out that in the mile west of this development there are signs (Standard Oil, Ramada Inn, etc.) which are over the 30-foot minimum and in each case permission has been granted by the governing body for the construction of these signs. He stated that the proposed sign will be very attractive and will be located against the Kellogg right-of-way near the west edge of the property but will not overhang the right-of-way. He pointed out that people traveling west will be unable to see the sign unless this request is granted because the Turnpike Interchange would block the view.

PAUL H. FRAUEN, 8421 Peach Tree Lane, presented a protest petition signed by 50 property owners in the immediate area and stated that because of the terrain in this area a 55-foot sign was not needed.

NORMAN F. STEINER, 8315 Willowbrook, stated that he helped circulate the protest petition and pointed out that the people in the area are strongly against this amendment. He pointed out that the shopping center is on ground which is at least 20 feet higher than the other areas with 30-foot signs. He felt that a 30-foot sign would be more than adequate to make the people aware of the existence of the shopping center.

HILL asked from what area the 50 names of the petition were obtained.

MR. STEINER outlined on the map the area from which the protests were obtained. He stated that many of these property owners had indicated that they would not have bought homes in this area had they been aware of this proposed development.

D. C. MC CLAIN, 251 Bonnie Brae, felt that a 55-foot sign would not be needed in this area and that if constructed it would definitely create an eyesore for the neighborhood. He pointed out that a 55-foot sign would be visible from his property if it is constructed.

BRANSON stated that there are several other signs in this vicinity over 30 feet in height and could not understand the objection to this particular sign.

STEINER pointed out that the terrain is approximately 20 feet lower on the other sites than this site.

MC CLAIN asked if the developer was required to install an access road.

MR. CURFMAN stated that this developer had been required to do more than any other developer in this city and pointed out some of the requirements which were made at the time of the approval of the development plan. He stated that the required bridge is being constructed to the specifications of the Flood Control Division and the State Highway Department.

MR. STEINER felt that this request is not in the public interest and that this application should not be approved.

BRANSON stated that, taking into consideration the ground elevation, this sign should be allowed to be constructed as high as any of the other signs in this vicinity on Kellogg.

MRS. FRAUEN, 8421 Peach Tree Lane, pointed out that her entire back yard is lit at night from the existing signs and requested that this application not be approved.

**MOTION:** BRANSON moved, HILL seconded and it carried unanimously as to those voting, that the Planning Commission recommend to the City Commission that Condition No. 1 under General Provisions be amended to allow a sign height not to exceed the height elevation from mean sea level of other existing signs between Rock Road and Gypsum Creek; and that the applicant be required to furnish the elevation of existing signs from mean sea level so that a determination can be made as to the sign height for the K-Mart Shopping Center. LAW abstained from discussion and voting because his company has the contract for construction of the K-Mart Center."

-----

August 5, 1966

Mr. Lawrence Curfman  
830 First National Bank Bldg.  
Wichita, Kansas

Subject: DP-15 - Amendment to the Development Plan  
to permit the height of signs to be 55 feet rather  
than 30 feet as approved on the Plan

Dear Mr. Curfman:

At its regular meeting on August 4, 1966, the Metropolitan Area Planning Commission considered a request to amend Condition No. 1 of the General Provisions to permit signs to the height of 55 feet rather than 30 feet as approved on the Plan. The action of the Planning Commission was to recommend the approval of the sign height not to exceed the height elevation from mean sea level of other existing signs between Rock Road and Gypsum Creek. The Commission also required that the applicant furnish the elevation of existing signs from mean sea level so that a determination could be made as to the sign height for the K-Mart Shopping Center.

It will be necessary that the applicant furnish this information to the Planning Department by Wednesday, August 17, 1966, so that this item can be forwarded to the Board of City Commissioners for consideration at their regular meeting at 9:00 a.m. on August 23, 1966, in the City Commission meeting room, 204 South Main Street.

Please contact our office if you have any questions concerning this matter.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgs

August 5, 1966

cc: Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Avenue, Suite 300  
Houston, Texas 77027

Mr. Paul H. Frauen  
8421 Peach Tree Lane MU 3-0038 ✓

Mr. Norman F. Steiner  
8315 Willowbrook MU 5-7406 ✓

Mr. D. C. McClain  
251 Bonnie Brae MU 2-0981 (out of town)

PROTEST PETITION

We, the undersigned, being residents of the City of Wichita, object to the proposed amendment to the K-Mart Shopping Center development plan, approval of which would permit a sign to be placed by K-Mart not to exceed 55 feet on U. S. 54 instead of 30 feet, for the following reasons:

1. Such a sign would constitute a commercial intrusion into the surrounding areas.
2. Sign would be garish in nature and constitute a nuisance by flooding the area with light in a not inconsequential nature.
3. A sign not to exceed 30 feet would be more than sufficient to make the public aware of the K-Mart Shopping Center.
4. Consequent decrease in property value surrounding the area.

NAME

ADDRESS

David L. Stannard	245 Bonnie Brae
Rudine S. Stannard	245 Bonnie Brae
Pat E. Schoultzer	250 Bonnie Brae
Mrs. Wally Hilfinger	244 Bonnie Brae
Mrs. D. C. McClain	251 Bonnie Brae

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3. A sign not to exceed 30 feet would be more than sufficient to make the public aware of the K-Mart Shopping Center.
4. Consequent decrease in property value surrounding the area.

<u>NAME</u>	<u>ADDRESS</u>
Edna Cornish	8301 Willowbrook
Jean Marie Buchanan	8227 Willowbrook
Mary Devoluit	8221 Willowbrook
Gertrude Pillsbury	8215 Willowbrook
Earlen Spindle	8214 Willowbrook
Frank E. Kunkle Jr.	8214 Willowbrook
Maria A. McClellan	8221 Mearnside Dr.
Howard R. Redburn	8233 Willowbrook

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4. Consequent decrease in property value surrounding the area.

<u>NAME</u>	<u>ADDRESS</u>
Janet L Cook	405 Bonnie Blue
Leobard Whitst	8307 Peach Tree Lane
Robert K. Kussin	8301 Peach Tree Lane
Lloyd H. Smithy	8233 Peach Tree Lane.
Irwin V. Johnson	8214 Peach Tree Lane.
Melvin Bardal	8226 Peach Tree Lane
John X. X.	8225 Peach Tree
Helene G. Caldwell	8208 Peach Tree Lane
Emily M. Tucker	8115 Peach Tree Lane
F. W. Rapp	8114 Peach Tree Lane
R. W. Kaku	8120 Peach Tree Lane
C. E. Bare	8102 Peach Tree Lane
L. L. Honton	8021 Peach Tree Lane
B. D. Bruckbill	8315 Peach Tree Lane
J. P. Steiner	307 W. Parkway
W. G. Starkey	8418 Peach Tree Lane
Sherald J. Muller	8417 Willowbrook
Mar. L. H. H.	8307 Willowbrook

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3. A sign not to exceed 30 feet would be more than sufficient to make the public aware of the K-Mart Shopping Center.
4. Consequent decrease in property value surrounding the area.

<u>NAME</u>	<u>ADDRESS</u>
Nancy J. Stamer	8315 Willowbrook
V. S. Hays	8314 Peach Tree Lane
Kenneth A. Jenson	8320 Peach Tree Lane
Tabacca David	8321 Peachtree Lane
Kath E. Brown	8404 Peachtree Lane
Ransom F. Aldon	8415 Peachtree Lane
W. R. Jato	315 West Parkway
Ruth E. Luzzati	254 Bonnie Brae
D. McClain	251 Bonnie Brae
G. W. Spear	263 Bonnie Brae
Man. K. K. K.	302 Bonnie Brae
Carole C. Buchanan	308 Bonnie Brae
W. T. Farland	8321 Willowbrook
M. W. Wincott	8308 Peach Tree Lane
D. Buchanan	8302 Peach Tree Lane
Floyd Nugent	315 Bonnie Brae
Paul H. Trauer	8421 Peach Tree Lane
C. St. Newman	8020 Peach Tree Lane

NICHITA-SEDOGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION

DATE: August 4, 1966

Case No. DP-15	Request: Amendment to the Development Plan to permit the height of signs to be 55 feet rather than 30 feet as approved on the Plan
----------------	--

Location: North side of Kellogg in an area west of the Kansas Turnpike Interchange

Acres: 11.3                      Size: 800 ft. by 602 ft.

	<u>Land Use</u>	<u>Zoning</u>
Existing	K-Mart Center under construction	"LC"
North	Vacant	"AA"
East	Turnpike right-of-way and Beech Aircraft	"AA", "LC" & "E"
South	Vacant	"AA"
West	Single family and vacant	"AA" & "LC"

Platted   X  

Existing R/W - Kellogg - Adequate

History: Z-0762 - "AA" to "LC"  
DP-15 - Commercial Development Plan  
MAPC: Approved 3-17-66  
BCC: Approved 4-19-66

Comments

1. The Planning Commission and City Commission recently approved a Development Plan for subject property and one of the conditions of approval was that "Signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right of way. Signs shall not be located adjacent to the north, east and west property lines." The applicant is requesting that this condition be amended to increase the maximum sign height from 30 feet to 55 feet.
2. On March 17, 1966, the Planning Commission considered the Development Plan and the question concerning the sign height was mentioned by the applicant. No discussion took place on the item and the Planning Commission approved the development plan with the condition that no signs shall exceed 30 feet in height. At the time that the development plan was considered by the City Commission, the applicant also pointed out the sign provision but it was the determination of the City Commission that that item would not be discussed at that time.

Page 2 - Case No. DP-15  
August 4, 1966

3. The purpose and intent of the CUP provisions of the ordinance is to promote well-planned and well-organized developments of commercial areas. On this basis, it was determined that a 30-foot sign was sufficient for business sign purposes and that "sign spectaculars" should not be encouraged in shopping center developments. Section 24.06.29, Code of the City of Wichita, permits a 30-foot maximum height for ground signs.
4. It is the opinion of the Planning Department that a 30-foot high sign is adequate to advertise a business and is in conformance with the past action of the Planning Commission and City Commission on other development plans.

Recommendation

It is the recommendation of the Planning Department that the proposed amendment to increase the maximum sign height from 30 feet to 55 feet not be approved inasmuch as it is not in conformance with the purpose and intent of the CUP provisions and the granting of this request would establish a precedent which would be difficult to deny on other similar requests.

**PLANNING COMMISSION**

DATE: August 4, 1966

Case No. DP-15	Request: Amendment to the Development Plan to permit the height of signs to be 55 feet rather than 30 feet as approved on the Plan
----------------	--

Location: North side of Kellogg in an area west of the Kansas Turnpike Interchange

Acres: 11.3      Size: 800 ft. by 602 ft.

	Land Use	Zoning
Existing	K-Mart Center under construction	"LC"
North	Vacant	"AA"
East	Turnpike right-of-way and Beech Aircraft	"AA", "LC" & "E"
South	Vacant	"AA"
West	Single family and vacant	"AA" & "LC"

Platted X

Existing R/W - Kellogg - Adequate

History: Z-0762 - "AA" to "LC"  
 DP-15 - Commercial Development Plan  
 MAPC: Approved 3-17-66  
 BCC: Approved 4-19-66

Comments

1. The Planning Commission and City Commission recently approved a Development Plan for subject property and one of the conditions of approval was that "Signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right of way. Signs shall not be located adjacent to the north, east and west property lines." The applicant is requesting that this condition be amended to increase the maximum sign height from 30 feet to 55 feet.
2. On March 17, 1966, the Planning Commission considered the Development Plan and the question concerning the sign height was mentioned by the applicant. No discussion took place on the item and the Planning Commission approved the development plan with the condition that no signs shall exceed 30 feet in height. At the time that the development plan was considered by the City Commission, the applicant also pointed out the sign provision but it was the determination of the City Commission that that item would not be discussed at that time.

Page 2 - Case No. DP-15  
August 4, 1966

3. The purpose and intent of the CUP provisions of the ordinance is to promote well-planned and well-organized developments of commercial areas. On this basis, it was determined that a 30-foot sign was sufficient for business sign purposes and that "sign spectaculars" should not be encouraged in shopping center developments. Section 24.04.29, Code of the City of Wichita, permits a 30-foot maximum height for ground signs.
4. It is the opinion of the Planning Department that a 30-foot high sign is adequate to advertise a business and is in conformance with the past action of the Planning Commission and City Commission on other development plans.

Recommendation

It is the recommendation of the Planning Department that the proposed amendment to increase the maximum sign height from 30 feet to 55 feet not be approved inasmuch as it is not in conformance with the purpose and intent of the CUP provisions and the granting of this request would establish a precedent which would be difficult to deny on other similar requests.

DP-15 - 51 NOTICES MAILED JULY 21, 1966, FOR AUGUST 4, 1966, MAPC

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION  
CITY BUILDING ANNEX, 104 South Main  
Wichita, Kansas

NOTICE TO ADJOINING PROPERTY OWNERS

JUL 21 1966

The Wichita-Sedgwick County Metropolitan Area Planning Commission will consider the following item in Room 401, City Building Annex, 104 South Main, Wichita, Kansas, at its meeting at 2:00 p.m. on AUG 4 - 1966, at which time you may appear either in person or by agent or attorney, if you so desire.

C. Bickley Foster, Secretary

DP-15 - Lot 1, Wiedemann Addition. Generally located on the north side of Kellogg in an area west of the Kansas Turnpike.

This amendment to the K-MART SHOPPING CENTER Development Plan has been submitted as required under the Community Unit Plan provisions of the City Zoning Ordinance, Section 28.04.190 of the Code of the City of Wichita. This amendment to Paragraph No. 1 of the General Requirements of the above Development Plan requests that the permitted sign height be increased from 30 feet to 55 feet. If the amendment is approved, then Paragraph No. 1 of the General Requirements will read as follows:

"Signs along U. S. 54 shall not exceed 55 feet in height and shall be placed so as not to project over any public right-of-way. Signs shall not be located adjacent to the north, east and west property lines".

NOTE: It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, C. Bickley Foster, 104 South Main, 7 days prior to the meeting. The Chairman and Secretary may grant such a request for deferral. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

T9-215

SUMMARY DESCRIPTION OF CITY OF WICHITA ZONING DISTRICTS

- "AA" - One-Family Dwelling District  
Permits one-family dwellings, parks, schools, libraries, golf courses, nurseries, churches and home occupations.
- "A" - Two-Family Dwelling District  
Permits two-family dwellings and uses permitted in "AA".
- "RB" - Four-Family Dwelling District  
Permits three and four-family dwellings, and uses permitted in "AA" and "A".
- "B" - Multiple-Family Dwelling District  
Permits multiple dwellings, off-street parking areas, apartments, boarding houses, cemeteries, medical offices and uses permitted in "AA", "A" and "RB".
- "BB" - Office District  
Permits apothecaries, clinics, hospitals; medical, business and professional offices; motels under certain conditions; and all residential uses.
- "LC" - Light Commercial District  
Permits all purely retail business conducted within an enclosed building; service stations; all residential and office uses.
- "C" - Commercial District  
Permits all commercial uses and residential and office uses and some fabrication uses.
- "D" - Central Business District  
Permits all commercial, office, wholesale, manufacturing and residential uses. Prohibits those which constitute a hazard or nuisance from smoke, dust, odor or fire danger.
- "E" - Light Industrial District  
Permits all manufacturing activities which do not constitute a hazard or a nuisance; and all office and commercial uses. Residential uses are prohibited.
- "F" - Heavy Industrial District  
Permits all office, commercial and manufacturing uses. Most objectionable manufacturing uses are subject to conditional approval. Residential uses are prohibited.
- "G" - Mobile Home District  
Permits mobile home parks and associated uses.

( ) (Published in The Wichita Beacon on \_\_\_\_\_, 19\_\_)

**OFFICIAL NOTICE**

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

NOTICE IS HEREBY GIVEN that on August 4, 1966, at 2:00 P.M., the Wichita-Sedgwick County Metropolitan Area Planning Commission, in Room 401, City Building Annex, 104 South Main, Wichita, Kansas, will consider an application amending the COMMUNITY UNIT PLAN - PLANNED COMMERCIAL DEVELOPMENT, for property legally described as follows:

DP-15 - Lot 1, Wiedemann Addition. Generally located on the north side of Kellogg in an area west of the Kansas Turnpike.

This amendment to the K-MART SHOPPING CENTER Development Plan has been submitted as required under the Community Unit Plan provisions of the City Zoning Ordinance, Section 28.04.190 of the Code of the City of Wichita. This amendment to Paragraph No. 1 of the General Requirements of the above Development Plan requests that the permitted sign height be increased from 30 feet to 55 feet. If the amendment is approved, then Paragraph No. 1 of the General Requirements will read as follows:

"Signs along U. S. 54 shall not exceed 55 feet in height and shall be placed so as not to project over any public right-of-way. Signs shall not be located adjacent to the north, east and west property lines".

This hearing is to be held as provided in Section 28.04.190 of the Code of the City of Wichita and the same will there be discussed and considered by the said Wichita-Sedgwick County Metropolitan Area Planning Commission. Those persons interested in this matter will be heard at that time.

WITNESS MY HAND AND SEAL this 2th day of July, 1966.

C. Bickley Foster, Secretary  
Wichita-Sedgwick County Metro-  
politan Area Planning Commis-  
sion

(SEAL)

(1-T)

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL H. BUCHANAN  
CHARLES R. HOBERLY

CLAUDE I. DEPEW  
(1892-1956)  
W. E. STANLEY  
(1891-1953)  
WILLIAM C. HOOK  
(1906-1983)

AMHERST 4-1376  
AREA CODE 316

July 6, 1966

Wichita - Sedgwick County Metropolitan  
Area Planning Commission  
Wichita, Kansas

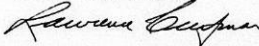
Re: Community Unit Plan  
K-mart - East Kellogg  
(Wiedemann Addition)

Gentlemen:

Enclosed herewith is application form duly executed, to which is attached an explanatory letter and our check in the amount of \$200.00 to cover the application fee. Since a list of property owners was submitted a very short time ago, we trust no new and up to date certificate will be required.

If the enclosed form is not to your complete satisfaction, please call the writer. It would be appreciated if this application can be expedited.

Very truly yours,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

LEC/rls

Encls.

cc: Coogan and Walters



*Chk # 29029  
for \$ 200.00  
enclosed  
Bw*

Wichita - Sedgwick County Metropolitan  
Area Planning Commission  
Wichita, Kansas

Re: Community Unit Plan  
K-mart - East Kellogg  
(Wiedemann Addition)

Gentlemen:

The purpose of this application is to request the approval of an amendment to paragraph no. 1 of the general requirements of the above previously approved community unit plan. The only amendment desired is to increase the sign height from 30 feet to 55 feet, so that paragraph 1 of the general requirements would read as follows:

"Signs along U.S.54 shall not exceed 55 feet in height and shall be placed so as not to project over any public right-of-way. Signs shall not be located adjacent to the north, east and west property lines."

The reason for the amendment is that S. S. Kresge Company, the Tenant, has a standard nationwide type of sign having a height of just under 55 feet.

Very truly yours,  
Coogan and Walters

By   
Agent

LEC/rls

Exhibit "A"

APPLICATION FOR COMMUNITY UNIT PLAN  
(PLANNED RESIDENTIAL OR COMMERCIAL DEVELOPMENT)  
FOR PROPERTY LOCATED WITHIN THE LIMITS OF THE  
CITY OF WICHITA, KANSAS

This is an application for a Community Unit Plan - Planned Development. The form must be completed and filed at the Planning Department, Room 402, City Building Annex, 104 South Main, Wichita, Kansas, in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

I. Name of applicant or applicants and/or their agent or agents.

- a. Applicant Coogan & Walters  
Suite 300, 4901 Richmond Avenue  
Address Houston, Texas 77027 Phone MOhawk 6-2383  
Agent Lawrence Curfman  
830 First National Bank Building  
Address Wichita, Kansas 67202 Phone AMherst 4-1376
- b. Applicant \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Agent \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_
- c. Applicant \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Agent \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

(Use separate sheet if necessary for names of additional applicants)

II.A The applicant hereby requests Community Unit Plan <sup>amendment</sup> approval on  
property zoned "LC" and legally described as ~~lot(s)~~  
\_\_\_\_\_, Block(s) \_\_\_\_\_  
\_\_\_\_\_ Addition.

(If appropriate, metes and bounds description may be provided in  
the space below or on an attached sheet.)

Parcel 1, Wiedemann Addition to the City of Wichita

II.B There are approx. 1.1 acres (round to nearest tenth) in the above  
described property.

III. This property is located at (address) approx. 8440 East Kellogg

The general location is (use appropriate section)

- a. at the \_\_\_\_\_ corner of \_\_\_\_\_  
and \_\_\_\_\_; or
- b. on the \_\_\_\_\_ side of \_\_\_\_\_ (Ave.,  
Street) between \_\_\_\_\_ (Ave., Street) and  
\_\_\_\_\_ (Ave., Street).

IV. I (we), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (we) realize that this application cannot be processed unless it is completely filled in and accompanied by a current abstractor's certificate as required in the instruction sheet. See letter attached, marked Exhibit "A" and made a part of this application.

By \_\_\_\_\_ Coogan and Walters  
Authorized Agent (if any) By Laurence Bayliss  
Authorized Agent (if any)

By \_\_\_\_\_  
Authorized Agent (if any) By \_\_\_\_\_  
Authorized Agent (if any)

V. OFFICE USE ONLY

This application was received at the Planning Department at  
\_\_\_\_\_ (AM, PM) on \_\_\_\_\_ (Day, Month,  
Year). It has been checked and found to be complete and accom-  
panied by required documents and the appropriate fee of  
\$ \_\_\_\_\_.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title



## OWNERSHIP LIST

Lot	Block	Addition	Property Owner
6	7	Bonnie Brae Add.	✓ B. S. Breckbill Phyllis Breckbill 8315 Peach Tree Lane
7	"	"	X William H. David Patricia David Address unknown <i>No address found</i>
8	"	"	✓ Paul L. Cook Dorothy Cook Address unknown <i>8324 East Morris</i>
1	8	"	✓ Cy L. Finley 5102 E. English
2	"	"	✓ Builders Inc. 1000 Parklane
3	"	"	✓ L. E. Forsee, Inc. 407 N. Mission
4	"	"	✓ Paul H. Frauen Johanna S. Frauen <i>8017 East Zimmermanly</i>
1	9	"	✓ Margaret Ruth Ross Address unknown <i>2409 East 22nd</i>
2	"	"	✓ Ralph T. Buchanan Carole C. Buchanan 308 Bonnie Brae
3	"	"	✓ Richard P. Pearson Marion R. Pearson Address unknown <i>2225 So. Broadview</i>
4	"	"	X Larry C. Mahaffey Address unknown <i>No address found</i>
5	"	"	✓ William R. Futo Doris Jeanne Futo 315 W. Parkway South
6	"	"	✓ Louis P. Latimer Lois M. Latimer 307 W. Parkway South
7	"	"	✓ Gerald T. Mullen Kathryn Anne Mullen Address unknown <i>8333 East Arme</i>
9	10	"	✓ V. S. Hass Alma E. Hass 8314 Peach Tree Lane
10	"	"	✓ Kenneth G. Fuson Betty L. Fuson 8320 Peach Tree Lane

Continued page 2

Lot	Block	Addition	Property Owner
11	10	Bonnie Brae Add.	✓ Floyd W. Nyquist June L. Nyquist 315 Bonnie Brae
12	"	"	✓ Bobby F. Larmer Vivian E. Larmer 8327 Willowbrook
13	"	"	✓ Howard A. McFarland Vera V. McFarland 8321 Willowbrook
14	"	"	✓ Norman F. Steiner Holly M. Steiner 8315 Willowbrook
15	"	"	✓ Max L. Herzet Jacquelyn M. Herzet 8307 Willowbrook
8	12	"	✓ Donald R. Bratton Edith T. Bratton 245 Lochinvar
9	"	"	✓ Lloyd A. Zajic Anita A. Zajic 239 Lochinvar
8	13	"	✓ Howard R. Tuttle Maxine B. Tuttle 244 Lochinvar
9	"	"	✓ Foster S. Burba Winifred B. Burba 250 Lochinvar
10	"	"	✓ Robert C. Schoepfel Rita L. Schoepfel 256 Lochinvar
11	"	"	✓ G. W. Speer Margaret Lee Speer 263 Bonnie Brae
12	"	"	✓ Lester B. Kappelman <del>202 N. Crestway</del> ✓ R. F. Gaudreau 16 Lakeside Blvd.
13	"	"	✓ D. C. McClain Patricia McClain 251 Bonnie Brae
17	15	"	✓ Dale E. Schoenleber Dorothy A. Schoenleber 250 Bonnie Brae
18	"	"	X Richard H. Rush, Jr. Peggy N. Rush - Address unknown <i>no address found</i>
19	"	"	X Chester W. Norton Evelyn E. Norton Address unknown <i>no address found</i>

Continued page 3

Lot	Block	Addition	Property Owner
20	15	Bonnie Brae	✓ Robert F. Vickers Susan C. Vickers 268 Bonnie Brae
21	"	"	✓ Doyle C. Haberly Naida M. Haberly 8416 Willowrook
	18	"	X Jean K. Garvey Address unknown <i>no address found</i>
1		Ruth Addition	✓ J. R. Dry Verda S. Dry 1425 Willow Road ✓ J. R. Dry, Jr. Dollie A. Dry 8108 Lynwood Blvd.

Beginning at the SE corner of lot 2, thence W. along the S. line 174.4', thence N parallel with the E. line of lot 2, 150', thence North-easterly along a line that would intersect the N line of lot at a point 164.4' W. of the NE corner of lot 2, to a point 92' S. of the N line of lot 2, thence E. parallel to the N line of lot 2 to a point 155.4' W. of the E. line of lot 2, thence N parallel to the E. line of lot 2, 92' to the N line of lot 2, thence E. 155.4' to the E. line of lot 2, thence S. 250' to beginning

Beginning 174.4' W. & 150' N of the SE corner of lot 2, thence W. parallel to the S. line of lot 2, to the E. line of Bonnie Brae Street, thence Northeastly along said street to the NW corner of lot 2, thence E. along the N line of lot 2 to a point 155.4' W. of the NW corner of lot 2, thence S. parallel to the E. line of lot 2, 92', thence W. 19' thence Southwesterly to the place of beginning

Lot 2 except the last 2' above described tracts

W 155.7' of 3

N 100' of 3, except the W. 155.7'

3 exc. N 100' and except the W. 155.7'

✓ C. L. Finley  
Jane Finley  
5102 E. English

X Leased Stations, Inc.  
Address unknown  
*no address found*  
✓ Hannah B. Ruth  
1111 N. 159th St. East

X Hannah B. Ruth  
1111 N. 159th St. East

✓ Kenneth E. Edminster  
545 Stratford

Continued page 4

Lot	Block	Addition	Property Owner
Beginning at the NW corner of Block 2, in Sunnybrook Addition, thence S <sup>W</sup> erly along the W. line of Block 2, 75', thence Southeasterly to a point on the East line of Block 2, 120' South of the NE corner of Block 2, thence N 120', thence W. to the place of beginning		Sunnybrook Add.	✓Socony-Mobil Oil Co. 300 N. Broadway
Block 2, except the above described tract		"	✓William Levitt 7525 E. Harry
1	3	"	✓Richmond H. Ward Agnes B. Ward <del>Address unknown</del> <i>150 Lockwood</i>
N 3' of 2	"	"	✓Richmond H. Ward Agnes B. Ward Address unknown
2 exc. N 3'	"	"	✓Donald P. Kannard Doris J. Kannard 541 Eastern
3	"	"	✓Administrator of Veterans Affairs 5500 E. Kellogg
4	"	"	✓Kenneth Hixon Shirley Hixon 8328 E. Orme
1	1	Replat of Block 1 Sunnybrook Add.	✓William Levitt 7525 E. Harry
1		Weaver-Reimold Addition	✓Motel Investors, Inc. <del>Address unknown</del> <i>1028 N. Broadway</i>
2		"	"
S $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec. 20-27-2E, except the S. 500' of the E. 500' thereof and except that part taken for Turnpike in Case No. A-55770 and that part taken for U. S. Highway No. 54			✓K. T. Wiedemann Address unknown
S 200' of the NW $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Sec. 20-27-2E.			X City of Wichita City Building
N $\frac{1}{2}$ of S $\frac{1}{2}$ of SE $\frac{1}{4}$ and E. 17 acres of the NE $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Sec. 20-27-2E			✓Roscoe C. Maxwell <del>Address unknown</del> <i>306 N. Broadway</i> Hugh S. Maxwell X Mary Margaret Maxwell Address unknown <i>no address found</i>
W 23 acres of the NE $\frac{1}{4}$ of the SE $\frac{1}{2}$ of Sec. 20-27-2E			✓Bert E. Maxwell Icy M. Maxwell 219 N. Bleckley

Continued page 5

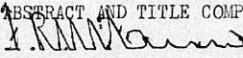
Description	Property Owner
The W. 716.48' of the N. 690' of the NE $\frac{1}{4}$ of Sec. 29-27-2E, except that part condemned for Turnpike in Case No. A. 55770 and except that part taken for U. Highway No. 54	✓ Wichita Art Association, Inc. 401 N. Belmont
The NE $\frac{1}{4}$ of Sec. 29, Township 27 South, Range 2E, except the above described tract, and except that part condemned for Turnpike in Case No. A 55770 and except that part taken for U. S. Highway No. 54	X G. M. Davidson Address unknown <i>no address found</i>
The S. 198' of the N. 850.34' of the W $\frac{1}{2}$ of the E 20 rods of the NW $\frac{1}{4}$ of Sec. 29-27-2E	X Motel Investors, Inc. Address unknown
The E $\frac{1}{2}$ of the E 20 rods of the N 160 rods of the NW $\frac{1}{4}$ of Sec. 29-27-2E, except the N. 652.34' thereof	✓ LeRoy Cummings Helen R. Cummings 8425 E. Gilbert

We, The Security Abstract and Title Company, Inc. hereby certify the foregoing to be a true and correct list of property owners within a 750 foot radius of the Following described tract to-wit:

A tract in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 20, Township 27 South, Range 2 East described as beginning at the intersection of the West line of said SE $\frac{1}{4}$  with the North right of way line of U. S. Highway 54 (as condemned in Case A-17549A), said point being 61.2 feet north of the Southwest corner of said SE $\frac{1}{4}$ , thence East along said highway right of way, 61.2 feet north of and parallel with the South line of said SE $\frac{1}{4}$  a distance of 1187.23 feet to a point 1462.25 feet west of the East line of said SE $\frac{1}{4}$  and the westerly right of way line of the Kansas Turnpike Association (condemned in Case No. A-55770, tract No. 8-77), thence Northeasterly with an angle to the left of 74° 55' 30" and along said J. T. A. right of way 549.21 feet, thence with an angle to the left of 15° 16' 30", 72.59 feet more or less to the north line of said S $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$ , thence west along said north line of S $\frac{1}{2}$  of S $\frac{1}{2}$  of SE $\frac{1}{4}$ , 1331.92 feet to the west line of said SE $\frac{1}{4}$ , thence South 602.5 feet more or less to beginning

as shown by the deeds on file in the Office of the Register of Deeds of Sedgwick County, Kansas, on this 20th day of January, 1966 at 7:00 o'clock A. M.

THE SECURITY ABSTRACT AND TITLE COMPANY, INC.

By   
Vice-President

Order No. 132208

FORM 223-021

**PAYMENT NOTICE**

City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse, Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
<i>City of Wichita</i>	<i>100.00</i>

Name *City of Wichita*

Address *510 1st National Bank Bldg*

Type *R-712* Due Date *7-7-66*

Comments:

Date *7-7-66* By *[Signature]*

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

June 29, 1966

TO Ralph Eberly, City Clerk

FROM Jack H. Galbraith, Senior Planner, Regulations Division

SUBJECT Z-0762 - Zone change from "AA" to "LC", DP-15 - K-Mart Commercial Community Unit Plan; and S/D 66-19 - Wiedemann Addition, all generally located on the north side of Kellogg in an area west of the Kansas Turnpike

At its regular meeting on April 19, 1966, the Board of City Commissioners considered the above-captioned cases. The action of the City Commission was to approve the zone change request, the community unit plan and plat subject to the conditions outlined in our letter to Mr. Curfman, of which you received a copy, dated April 20, 1966.

Attached for your files are the original copies with corresponding letters of the necessary assurances for the construction of the walls, construction of the bridge across Gypsum Creek, the straightening and shaping of the channel of Gypsum Creek, bridge approaches, and the extension of the existing service road west of Gypsum Creek, east to connect with said bridge. These assurance have been approved by the Department of Law.

The ordinance effectuating the zone change was published on June 25, 1966, and the plat of Wiedemann Addition was recorded with the Register of Deeds on June 27, 1966. This now completes all three cases.

If you have any questions concerning these matters, please contact our office.

JHG:bgs

Attachment

COPY

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)

SUITE 930 FIRST NATIONAL BANK BUILDING

WICHITA, KANSAS 67202

AMHERST 4-1376  
AREA CODE 316

CLAUDE J. DEPEW  
(1892 - 1950)  
W. E. STANLEY  
(1891 - 1953)  
WILLIAM C. HOOK  
(1905 - 1953)

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
DONALD J. KAUFMAN  
J. RUBE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL H. BUCHANAN  
CHARLES R. HOBERLY

June 27, 1966



Mr. Jack Galbraith  
Wichita - Sedgwick County Metropolitan  
Area Planning Commission  
City Building Annex  
Wichita, Kansas

Re: Wiedemann Addition

Dear Jack:

At the meeting of the governing body of the City of Wichita held on April 19, 1966, the above plat was approved and certain zoning and community unit plans were also approved subject to the developer accomplishing certain work or furnishing guarantees satisfactory to the city that this work would be done.

I refer you to your letter to me dated April 20, 1966. Attached hereto is a letter from Coogan and Walters, the purpose of which is to comply with paragraphs numbered 1 and 2 of the portion with reference to the approval of the plat and 3 and 5 of the recommendations with reference to the zone change.

Attached is also a Xerox copy of the original performance bond. I have previously supplied you with an unsigned Xerox copy of the construction contract. I thought I had a Xerox copy of the construction contract as signed, but find I do not. If you wish a copy, I am sure I can obtain one.

Very truly yours,

of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

LEC/rls

Encl.

**COOGAN & WALTERS**

COMMERCIAL DEVELOPERS

SUITE 300, 4901 RICHMOND AVENUE

HOUSTON, TEXAS 77027  
713 - MOHAWK 6-2383

June 24, 1966

City Of Wichita  
Wichita, Kansas

Re: Building Permit  
E. Kellogg K-Mart Site  
Wichita, Kansas

Gentlemen:

This is to assure you that in consideration of the issuance of a building permit for the construction of improvements on Wiedemann Addition, the undersigned agree to make no change in the construction contract with Law-Pollitt Construction Co., Inc., affecting the construction of the bridge across Gypsum Creek, the straightening and shaping of the channel of Gypsum Creek, and the construction of a wall along the west, unless such change in the contract is first approved by an authorized representative of the City of Wichita.

The undersigned further covenant to change the said construction contract to provide for the construction of the west approach to the bridge and for an extension of the existing service road west of Gypsum Creek, east to connect with said bridge, the cost of such bridge approach and such service road to be a part of the construction contract of the Law-Pollitt Construction Co., Inc.

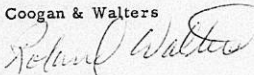


City of Wichita  
Page Two  
June 24, 1966

The undersigned further constitute the City of Wichita as the agent of the undersigned to enforce in the name of the undersigned or in the name of the City of Wichita the said construction contract with Law-Pollitt Construction Co., Inc. and the performance bond guaranteeing the performance of that contract, issued by United States Fidelity and Guaranty Company, which bond bears number 65990 12 507 66 and is in the principal amount of \$925,000, a copy of which bond is attached hereto and made a part hereof to the extent of the work required by the City of Wichita; namely the construction of the Gypsum Creek bridge and approaches, the straightening and shapping of the channel of Gypsum Creek and the construction of a wall along the west.

Yours very truly,

Coogan & Walters



Roland E. Walters

REW:cc

# UNITED STATES FIDELITY AND GUARANTY COMPANY



No. 65990 12 507 66

\$ 925,000.00

EXECUTED IN FOUR (4) COUNTERPARTS

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That LAM-POLLIT CONSTRUCTION CO., INC., Wichita, Kansas as Principal, hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto JACK COOGAN AND ROLAND E. WALTERS hereinafter called the Owner-Obligee, and unto PITTSBURGH NATIONAL BANK, Corner 5th Avenue and Wood Street, Pittsburgh, Pa. 15230 its successors and assigns of Pittsburgh National Bank hereinafter called the Lender, as their respective interests may appear, as OBLIGEEES, in the sum of Nine hundred Twenty Five Thousand and No/100 DOLLARS (\$925,000.00), lawful money of the United States of America for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 26, 1966 entered into a contract with Owner-Obligee for the construction of building between West Parkway and Webb Road on East Kellogg, Wichita, Kansas in accordance with drawings and specifications prepared by R. A. White, architect, 4901 Richmond Avenue, Houston, Texas 77027 which contract is by reference made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, Lender has agreed to lend to Owner-Obligee a sum of money to be secured by a mortgage on said project and to be used in making payments under said Contract, and desires protection as its interests may appear, in the event of default by Contractor under said Contract, said protection to be subject to the performance by the OBLIGEEES, or either of them, of the obligations to Contractor either in connection with said Contract or as a third party beneficiary under the said loan agreement between Lender and Owner-Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. (See Below)

The Surety hereby waives notice of any alteration or extension of time made by the Owner-Obligee.

Whenever Contractor shall be or be declared by Owner-Obligee to be in default under the Contract, the Owner-Obligee having performed Owner-Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions and become entitled to receive all payments which would have become due and payable to Contractor if Contractor had performed the work, or
- (2) Obtain a bid or bids for submission to Owner-Obligee for completing the contract in accordance with its terms and conditions, and upon determination by Owner-Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner-Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for

which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner-Obligee to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner-Obligee to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEEES named herein or the heirs, executors, administrators, successors or assigns of said OBLIGEEES.

IT IS FURTHER UNDERSTOOD AND AGREED that the Surety shall not be liable under this Bond to the Obligees, or either of them, unless the said OBLIGEEES, or either of them, shall make payments to the Contractor strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations to be performed under said Contract at the time and in the manner herein set forth.

SIGNED and SEALED THIS 26th day of May, 1966.

IN THE PRESENCE OF:

Bruce Lovell

LAW-POLLITT CONSTRUCTION CO., INC.

By Walter Pollitt  
Title VIC President

UNITED STATES FIDELITY AND GUARANTY COMPANY

Charles J. White

W. G. Matchette  
W. G. Matchette, Attorney-in-Fact

It is specifically agreed that no change, extension of time, alteration, addition or modification of the construction agreement or any accommodation or accommodations extended by obligee to the principal for any reason or reasons whatsoever shall, in any way, effect surety's obligations under this bond, and said surety hereby waives notice of any such change, extension of time, alterations, additions and modifications of said construction agreement (whether in writing or otherwise); and further waives notice of any accommodation or accommodations extended by obligee to principal. No dealings, negotiations or other acts of the Principal and obligee or between them, pertaining to said construction agreement and any work done in connection therewith, and the work to be performed thereunder, shall, in any manner affect surety's obligations under this bond.

(CERTIFIED COPY)

GENERAL POWER OF ATTORNEY

No. 77441

Know all Men by these Presents

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint W. G. Matchette, Charles J. White, Edson G. Neifing and Betty Glenn

of the City of Wichita, State of Kansas its true and lawful attorney in and for the State of Kansas

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever done by anyone of the said W. G. Matchette and the said Charles J. White and the said Edson G. Neifing and the said Betty Glenn

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 8th day of March, A. D. 1966

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By E. G. Hundley Vice-President.

(SEAL)

(Signed) A. W. Griffith Assistant Secretary.

STATE OF MARYLAND } BALTIMORE CITY, }

On this 8th day of March, A. D. 1966, before me personally came E. G. Hundley, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and A. W. Griffith, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said E. G. Hundley and A. W. Griffith were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1967.

(SEAL) (Signed) Anne M. O'Brien Notary Public.

STATE OF MARYLAND } BALTIMORE CITY, } Sect.

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 8th day of March, A. D. 1966

(Seal) (Signed) James F. Carney Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and excusing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **H. G. Sachse**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **W. G. Matchette, Charles J. White, Edson G. Neifing and Betty Glenn**

of **Wichita, Kansas**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the Office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **May 26, 1966**  
(Date)

*H. G. Sachse*

Assistant Secretary.

jg

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL M. BUCHANAN  
CHARLES R. HOBERLY

AMHERST 4-1376  
AREA CODE 316

CLAUDE I. DEPEW  
(1892-1956)  
W. E. STANLEY  
(1891-1953)  
WILLIAM C. HOOK  
(1908-1953)

June 3, 1966

Mr. Jack Galbraith  
Wichita - Sedgwick County Metropolitan  
Area Planning Commission  
Wichita, Kansas

Re: Wiedemann Addition

Dear Jack:

Enclosed herewith is covenant signed by Messrs. Coogan and Walters and their wives, which I trust will meet with the approval of your office and the City Attorney as to the requirement in connection with the north boundary line of the K-mart East property.

If for any reason the enclosed is not satisfactory, would you advise at your earliest convenience as we wish to commence construction as soon as possible.

Very truly yours,

*Lawrence Curfman*

of WEIGAND, CURFMAN, BRAINERD HARRIS & KAUFMAN

LEC/fls

Encl.

cc: Coogan and Walters

OK  
20



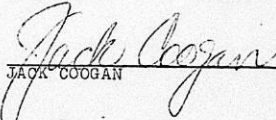
COVENANT

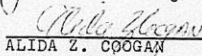
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, owners of Lot 1 in Wiedemann Addition to the City of Wichita, Sedgwick County, Kansas, hereby covenant to and with the City of Wichita, Kansas, a municipal corporation, as follows:

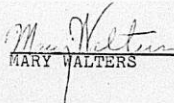
That within one week after notice to the undersigned that a residential building permit has been issued for any lot adjoining on the north the said Lot 1 in Wiedemann Addition, the undersigned will commence the construction of a five to eight foot solid or semi-solid masonry wall along the north property line of Lot 1 in Wiedemann Addition and proceed with reasonable diligence and dispatch to complete said wall at the sole cost and expense of the undersigned. The undersigned covenant that if they fail to comply with this covenant, they will pay or cause to be paid to the City of Wichita, Kansas, the sum of \$6,000.00. The extent of the liability of the undersigned under this covenant shall be said sum of \$6,000.00, and upon payment of such sum there shall be no further obligation under this covenant. This covenant shall run with the land and be binding upon any subsequent owners of said Lot 1 in Wiedemann Addition of the City of Wichita, Sedgwick County, Kansas.

WITNESS our hands this 2nd day of June, 1966.

  
\_\_\_\_\_  
JACK COOGAN

  
\_\_\_\_\_  
ALIDA Z. COOGAN

  
\_\_\_\_\_  
ROLAND E. WALTERS

  
\_\_\_\_\_  
MARY WALTERS

ACKNOWLEDGMENT

State of Texas) ss.  
Harris County )

BE IT REMEMBERED, That on this 2nd day of June, 1966, before me, the undersigned, a notary public in and for the County and State aforesaid, appeared Jack Coogan and Alida Z. Coogan, his wife and Roland E. Walters and Mary Walters, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Handley Johnson  
Notary Public

My Commission Expires:

June 1, 1967

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made this \_\_\_\_\_ day of May, 1966, by and between JACK COOGAN and ROLAND E. WALTERS, hereinafter called "Owner," and LAW-POLLITT CONSTRUCTION CO., INC., hereinafter called "Contractor."

WITNESSETH: That

WHEREAS, the Owner intends to erect:

A 104,000 square foot building and certain site improvements on a certain tract of land containing 10 1/2 acres, being more fully described in that certain lease covering said land, dated February 1, 1966, between Owner as Landlord and S. S. Kresge Company, as Tenant,

the lease above described being hereinafter referred to, within the context of reference to construction work to be performed as provided therein, as the "Lease."

NOW THEREFORE, the Owner and the Contractor, for the considerations hereinafter named, agree as follows:

ARTICLE 1. THE WORK TO BE DONE AND THE DOCUMENTS FORMING THE CONTRACT.

A. The Contractor agrees to provide all labor and material and do all things necessary for the proper construction and completion of the work shown and described in:

a. Drawings and Specifications as furnished by the S. S. Kresge Company, and identified as Set No. D-1241 and more fully described in Paragraphs 1, 5, 6, 7, 8, 11, 17 and the first three sentences of Paragraph 9 of the Lease;

b. The requirements of the City of Wichita imposed in connection with the zoning granted upon said tract for the development of this project, as follows:

(1) Construct new flood control channel within the dedicated easement in accordance with plans furnished by the Wichita/Sedgwick County Flood Control Department.

(2) Construct a 5-foot high masonry wall approximately 350 feet in length 15 feet East of and parallel to the West property line (east line of the flood control deduction).

(3) Construct a bridge over Gypsum Creek in accordance with plans provided by the Contractor and approved by the City of Wichita Department of Engineering and the State Highway Department. Said bridge, when completed, shall be accepted by the City of Wichita for all future maintenance thereof, but nothing herein contained shall require the Contractor to assure the acceptance of said bridge by the City of Wichita in addition to the completion of its construction in accordance with plans approved by the City of Wichita Department of Engineering and the State Highway Department.

(4) Construct all private service roads as shown on the approved Community Unit Plan and extending to the East to Webb Road, including approaches, except only the approach to the Gypsum Creek bridge from West.

(5) Landscaping of the 15-foot wide strip between the wall listed in (2) above and the West property line (East line of flood control dedication) in accordance with plan approved by the City of Wichita.

The Contractor hereby acknowledges receipt of the above referenced paragraphs of the Lease and such Drawings and Specifications, all of which are, for all purposes, hereby incorporated herein by reference to the same extent as if copied herein in full. The General Conditions of the Contract (AIA Doc. A201 Sept. 1963 ed.) as modified and attached hereto are also, for all purposes, hereby incorporated herein by reference to the same extent as if copied herein in full.

B. The complete work required under this contract shall include, in addition to the foregoing Construction responsibility, the following:

- a. Cause to be prepared complete working drawings which shall "substantially satisfy the provisions of the Tenant's typical store plans." All such drawings shall be approved by the S. S. Kresge Company, Tenant, and Tenant's licensees.
- b. Extension of all public utilities from the buildings as constructed on said tract as required, including all tap fees and other expense except as hereinafter specifically omitted.
- c. Furnishing and installation of electric transformers complete with underground service to Power Company service terminus, at 480/277 volts, as required.
- d. Rough grade the area between property leased to S. S. Kresge Company and the right of way of the Kansas Turnpike Authority.

C. The completed work under this contract shall not include:

- a. The extension of the sanitary sewer line to the site. This cost shall be paid directly to the City of Wichita by the Owner.
- b. The construction of acceleration and deceleration lanes on U. S. 54. This construction will be done by the State of Kansas Highway Department and the cost of this work will be paid directly to the State of Kansas by the owner.
- c. The preparation and approval of a landscaping plan as required under zoning approval.

D. If anything in the said General Conditions or Supplementary

General Conditions, hereto attached, is inconsistent with this contract, the contract shall govern. The term "Architect" as used in the General Conditions, Supplementary General Conditions and this contract for the purposes of directing preparation of plans for this work, changes in the work to be done, and acceptance of work completed shall mean R. A. White, an employee of the Owner.

**ARTICLE 2. TIME OF COMPLETION.**

Rough site grading shall be completed and the foundation and footings and other work to be performed under this Contract shall be commenced not later than July 1, 1966. All work to be performed under this Contract shall be substantially completed on or prior to January 3, 1967.

**ARTICLE 3. CHANGES IN THE WORK.**

The Owner may from time to time, by written instructions or drawings issued to the Contractor, make changes in the above-named Drawings and Specifications, issue additional instructions, require additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original Drawings and Specifications. Additional compensation to be paid to Contractor for such changes shall be in accordance with Article 15 and 16 of the General Conditions of the Contract, as amended by Supplementary General Conditions.

**ARTICLE 4. THE CONTRACTOR'S DUTIES AND STATUS.**

The Contractor recognizes the relations of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in forwarding the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use every effort to keep upon the work at all times an adequate supply of workmen and materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

**ARTICLE 5. FEE FOR SERVICES AND MAXIMUM COST.**

In consideration of the performance of the contract, the Owner agrees to pay the Contractor, in current funds as compensation for his services hereunder a fee in the amount of \$45,000.00 which shall be paid in accordance with Articles 13, 14, 15 and 16 herein. In any event, however, the Contractor agrees to deliver the work for a sum not to exceed \$925,000.00, as may be adjusted by approved change orders under Article 3 above, inclusive of the Contractor's fees as set forth above, which sum shall be known as the "Guaranteed Maximum Cost." Should the work, plus the Contractor's fee, exceed the Guaranteed Maximum Cost, then all of such excess shall be borne by the Contractor. Should the cost of the work, plus the Contractor's fee, be less than the Guaranteed Maximum Cost, the difference representing the savings shall belong fifty per cent (50%) to the Owner and fifty per cent (50%) to the Contractor.

**ARTICLE 6. COSTS TO BE REIMBURSED.**

The Owner agrees to reimburse the Contractor in current funds

all costs necessarily incurred for the proper execution of the work and paid directly by the Contractor, such costs to include the following items, and to be at rates not higher than the standard paid in the locality of the work except with prior consent of the Owner;

6.1 All labor directly on the Contractor's payroll, including social security and old age benefit taxes and other taxes related thereto.

6.2 Salaries of Contractor's employees stationed at the field office, in whatever capacity employed. Employees engaged, at shops or on the road, in expediting the production or transportation of material, shall be considered as stationed at the field office and their salaries paid for such part of their time as is employed on this work.

6.3 The proportion of transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with this work.

6.4 All expenses incurred for transportation to and from the work of the force required for its prosecution.

6.5 Permit fees, royalties, surveys, license fees, damages for infringement of patents, and costs of defending suits therefor and for deposits lost for causes other than the Contractor's negligence.

6.6 Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the cost of the work for the purpose of determining the Contractor's fee, but, if, after a loss from fire, flood or similar cause not due to the fault or neglect of the Contractor, he be put in charge of reconstruction, he shall be paid for his services a fee proportionate to that named in Article 5 hereof.

6.7 Minor expenses, such as telegrams, telephone service, expressage and similar petty cash items.

6.8 Cost of hand tools, not owned by the workmen, canvas and tarpaulins, consumed in the prosecution of the work, and depreciation on such tools, canvas and tarpaulins used but not consumed and which shall remain the property of the Contractor. It is mutually agreed that this amount shall be 2% of Contractor's total payroll, to a total amount not to exceed \$2,000.00.

6.9 Materials, supplies, equipment and transportation required for the proper execution of the work, which shall include all temporary structures and their maintenance, including sales and other taxes related thereto.

6.10 The amounts of all sub-contracts.

6.11 Premiums on all bonds and insurance policies called for under the Contract.

6.12 Rentals of all construction plant or parts thereof, whether rented from the Contractor or others, in accordance with rental agreements approved by the Architect. Transportation of said construction plant, costs of loading and unloading, cost of installation, dismantling and removal thereof and minor repairs and replacements during its use on the work--all in accordance with

the terms of the said rental agreements.

6.13 Equipment owned by Contractor at A.E.D., less 10%.

6.14 Fees for architectural, engineering and professional services where Contractor employs or otherwise engages the architect; engineer or other person or firms to perform such services, or where a part of the fee for such services is paid or payable by Contractor, either originally or by reason of any change in the work done hereunder, to a total amount not to exceed \$5,000.00.

6.15 Any provision of this agreement to the contrary notwithstanding, the Owner shall not be obligated or liable hereunder to reimburse or otherwise pay to the Contractor more than the Guaranteed Maximum Cost.

**ARTICLE 7. COSTS NOT TO BE REIMBURSED.**

Reimbursement of expenses to the Contractor shall not include any of the following:

7.1 Salary of the Contractor, if an individual, or salary of any member of the Contractor, if a firm, or salary of any officer of the Contractor, if a corporation, except for that portion of the salary of the Vice President/Director of Field Operations allocable to the Construction Work, which shall be reimburseable as provided in Article 6.2 above.

7.2 Salary of any person employed, during the execution of the work, in the main office or in any regularly established branch office of the Contractor.

7.3 Overhead or general expenses of any kind, except as these may be expressly included in Article 6.

7.4 Interest on capital employed either in plant or in expenditures on the work, except as may be expressly included in Article 6.

7.5 The cost of Builder's Risk insurance coverage provided and referred to in Supplementary General Conditions of the Contract.

**ARTICLE 8. DISCOUNTS, REBATES, REFUNDS.**

All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

**ARTICLE 9. CONTRACTOR'S RESPONSIBILITY.**

Any cost due to the negligence of Contractor or anyone directly employed by it, either for the making good of defective work, disposal of material wrongfully supplied, making good of damage to property or excess cost of labor and material, or otherwise, shall be borne by Contractor, except that such cost when resulting other than from gross negligence shall be subject to reimbursement pursuant to the provisions hereof relating to reimbursement for costs, to the extent necessary out of the credit, if any, which would otherwise accrue to Owner if the final cost of the work (including Contractor's fee) is less than the Guaranteed Maximum Cost of the work as set forth herein, provided that the amount of reimbursement by Owner shall never exceed the amount of said credit, if any, and shall not in any manner affect the Guaranteed Maximum Cost of the work. Additionally, if the final cost of the work (including Contractor's fee) is less than the Guaranteed Maximum Cost of the work as set forth herein, all costs and expenses incurred by Contractor in the performance of any guarantee of the work shall be subject to reimbursements pursuant to the provisions hereof for reimbursements of costs out of any credit

accruing to Owner as aforesaid, provided that the amount of reimbursements by Owner shall never exceed the amount of said credit, if any, and shall not in any manner affect the Guaranteed Maximum Cost of the work. This Article supersedes the provisions of any Articles in the attached General Conditions of the Contract as far as the same may be inconsistent with the provisions of this Article 9.

**ARTICLE 10. SUB-CONTRACTS.**

All portions of the work that the Contractor's organization has not been accustomed to perform or that the Owner may direct, shall be executed under sub-contracts unless otherwise directed by the Owner. The Contractor shall ask for bids from sub-contractors approved by the Architect and shall deliver such bids to him, or the Architect shall procure such bids himself, and in either case the Architect shall determine, with the advice of the Contractor and subject to the approval of the Owner, the award and amount of the accepted bid. Such work shall be contracted for with such approved bidders in accordance with the terms of this agreement and the General Conditions of the Contract which conditions shall, for the purposes of such contracts, stand as printed or written and not be subject to the modifications set forth herein.

The Contractor, being fully responsible for the general management of the building operation, shall have full directing authority over the execution of the sub-contracts.

If the Owner lets any portions of the work under separate contracts the separate Contractors shall not only cooperate with each other and with the Contractor as provided in Article 35 of the General Conditions of the Contract, but they shall conform to all directions of the Contractor in regard to the progress of the work.

**ARTICLE 11. TITLE TO THE WORK.**

The title of all work completed and in course of construction and of all materials on account of which any payment has been made, shall be in the Owner.

**ARTICLE 12. ACCOUNTING, INSPECTION, AUDIT.**

The Contractor shall check all materials and labor entering into the work and shall keep such full and detailed accounts as may be necessary to proper financial management under this Agreement and the system shall be such as is satisfactory to the Owner. The Owner shall be afforded access to the work and to all the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, etc., relating to this contract, and the Contractor shall preserve all such records for a period of two years after the final payment hereunder.

**ARTICLE 13. APPLICATIONS FOR PAYMENT.**

The Contractor shall, on or before the 20th day of each month, deliver to the Owner a statement, sworn to if required, showing in detail and as completely as possible all moneys paid out by him on account of the cost of the work as of the date of the statement for which he is to be reimbursed under Article 6 hereof. Copies of all bills shall be retained by Contractor and presented with final request for payment.

The provisions of this Article supersede those of Article 24 of the General Conditions of the Contract. Statements hereunder shall be based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof as of the date of the application for payment, after deducting therefrom the aggregate amount thereof included in all previous statements hereunder and theretofore paid by the Owner.

**ARTICLE 14. CERTAIN PAYMENTS.**

The Owner, or his agent, shall check the Contractor's statements of moneys due, called for in Article 13, and shall inspect the work of the Contractor.

The provisions of this Article supersede the first paragraph of Article 25 of the General Conditions of the Contract.

If the Owner, or his agent, approves a statement of the Contractor and the work to which it relates, Owner shall pay to Contractor, on or before the 5th day of the month immediately following the month in which he received such statement, the amount thereof, less 10% which shall be retained by Owner until substantial completion of the work, as hereinafter defined.

**ARTICLE 15. DISBURSEMENTS.**

Should the Contractor neglect or refuse to pay, within five days after it falls due, any bill legitimately incurred by him hereunder (and for which he is to be reimbursed under Article 6) the Owner, after giving the Contractor twenty-four hours' written notice of his intention so to do, shall have the right to pay such bill directly, in which event the Guaranteed Maximum Cost shall be reduced by such amount.

**ARTICLE 16. SUBSTANTIAL COMPLETION; PAYMENT UPON.**

(a) As used in this Agreement, the terms "Substantial Completion" or "Substantially Complete" shall be defined as that stage of construction of the work to be performed hereunder by the Contractor when the value of work remaining incomplete does not exceed the amount of \$20,000.00.

(b) Upon written notification that the work is substantially complete, as defined above, the Owner or his designated representative, after inspection, shall certify in writing to Contractor that substantial completion of the work, as defined above, has been accomplished, if such be the case.

(c) Upon execution of such certification of substantial completion, all funds, including retainage and fees, then due shall be paid by the Owner to the Contractor within 15 days after such certification, less an amount equal to twice the estimated value of the remaining incomplete work.

(d) After the date of substantial completion, as defined above, all utility bills are payable in full by the Owner, less amounts pro-rated to Contractor as a result of his yet uncompleted work.

**ARTICLE 17. ACCEPTANCE AND FINAL PAYMENT.**

Upon notice by Contractor that the work is ready for final inspection and acceptance, the Owner, or his agent shall promptly make such inspection, and when and if the Owner, or his agent, find the work acceptable under the Contract, and the Contract fully performed, Owner shall then, within 15 days, pay over to the Contractor the full balance due Contractor. Before final payment, Contractor shall submit evidence to the Owner that all payroll, material bills, subcontract and other indebtedness connected with the work have been fully paid. The date of final payment shall be deemed to be the date of commencement of the one-year "defects in workmanship and materials" guarantee made by the Contractor.

**ARTICLE 18. OWNER'S RIGHT TO TERMINATE CONTRACT.**

If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail

to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner shall have the right without prejudice to any other right or remedy and after giving the Contractor and his surety seven days' written notice, to terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional architectural, managerial and administrative services shall exceed the Guaranteed Maximum Cost (after deducting from the Guaranteed Maximum Cost all sums theretofore paid to the Contractor), The Contractor shall pay the difference to the Owner.

The provisions of this Article supersede the provisions of Article 22 of the General Conditions of the Contract.

**ARTICLE 19. EFFECT OF THIS CONTRACT.**

The provisions of this contract and of the General Conditions and Supplementary General Conditions hereto attached, constitute the final terms upon which the Construction Work herein provided and contemplated shall be performed by Contractor for the Owner and shall supersede and take the place of any and all prior agreements, express or implied, heretofore existing between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

\_\_\_\_\_  
Jack Coogan

\_\_\_\_\_  
Roland E. Walters

"OWNER"

LAW-POLLITT CONSTRUCTION CO., INC.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

"CONTRACTOR"

WICHITA—SEDCWICK COUNTY



METROPOLITAN AREA PLANNING  
COMMISSION

AMHERST 2-8211 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202

April 20, 1966

Mr. Lawrence Curfman  
830 First National Bank Bldg.  
Wichita, Kansas

Subject: Z-0762 - Zone change from "AA" to "LC";  
DP-15 - K-Mart Commercial Community Unit Plan;  
and S/D 66-19 - Wiedemann Addition - All generally  
located on the north side of Kellogg in an area  
west of the Kansas Turnpike

Dear Mr. Curfman:

At its regular meeting on April 19, 1966, the Board of City Commissioners considered the above-captioned cases. The action of the City Commission was to approve the zone change request and community unit plan, as recommended by the Planning Commission, subject to the following conditions:

1. Under General Provisions, indicating that signs along U. S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. It shall also be noted that signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5'-8' wall along the east property line, which is the Turnpike right-of-way line.
3. A 5'-8' solid or semi-solid masonry wall shall be constructed and a 15-foot mass planting screen of both deciduous and evergreen shrubs and trees shall be provided upon the issuance of any building permit on Parcel No. 1. Prior to publishing the Ordinance effectuating the zone change the applicant shall submit a landscape plan showing the type of plants and materials, location, and maximum growth



ALL-AMERICA CITY

April 20, 1966

height. The wall shall be located 15 feet from the east line of the flood control dedication so that the 15-foot planting screen will be on the west side of the wall facing the residences to the west.

4. A 5'-8' solid or semi-solid masonry wall either be constructed along the north property line upon the issuance of any building permit on Parcel No. 1 or Parcel No. 2; or some form of guarantee shall be filed with the Planning Department upon approval of the community unit plan by the Board of City Commissioners, either in the form of a surety bond, cash deposit, letter of credit, or covenant, in the amount of \$6,000, guaranteeing the construction of said wall to begin within one week after the issuance of any residential building permit north of subject property.
5. The applicant submitting engineering plans to be approved by the Department of Engineering and the State Highway Department for a bridge to be constructed at the developer's expense across the drainage channel in line with the private service road and the Kellogg service road to the west. The developer shall also extend the private service road west to the bridge.

The developer shall file, upon approval of the engineering plans, a guarantee providing for the bridge either in the form of a surety bond, cash deposit or letter of credit, the amount of such surety to be determined and forwarded to the applicant after the plans are approved. Prior to the release of the guarantee of the bridge, the City of Wichita shall inspect and approve said bridge and accept the maintenance thereof.

6. Waiver of the required 10-foot planting area north of U. S. 54 right-of-way line.
7. The development of this property shall proceed in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent

April 20, 1966

of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

8. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for their consideration.

Prior to either the releasing of the tracing for recording, or the publication of the Ordinance effectuating the zone change, it will be necessary for the applicant to comply with all of the above conditions, as well as making all corrections (see the enclosed development plan), and resubmitting three copies of the corrected K-Mart Community Unit Plan. Specifically, the following must be submitted:

1. A landscape plan as specified in Condition No. 3.
2. The filing of a guarantee for the 5'-8' wall on the north as required in Condition No. 4.
3. Submission of engineering plans for the bridge as required in Condition No. 5.
4. The filing of a guarantee providing for construction of the bridge as required in Condition No. 5.

The City Commission also considered and approved the plat of Wiedemann Addition, as recommended by the Planning Commission, subject to the following conditions:

1. The developer constructing the Gypsum Creek Channel to City specifications. Prior to the releasing of the tracing for recording the applicant shall submit a bond in the amount of \$12,000 guaranteeing the installation of the drainage channel.
2. The developer submitting engineering plans, to be approved by the Engineering Division of the Department of Public Works and the State Highway Department, for a bridge across the drainage channel and an extension of the private service road west to the bridge, both to be constructed by the developer.

April 20, 1966

Prior to the releasing of the tracing for recording, the installation shall be guaranteed in the form of a surety bond, cash deposit or irrevocable letter of credit, the amount of such surety to be determined and forwarded to the applicant upon the approval of the engineering plans.

3. Recording within 30 days after approval by the Board of City Commissioners.

As we discussed, it will also be necessary for you to submit the following:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Certification by an attorney that fee title is vested in the plattor.
3. Certification that all taxes due and payable have been paid.
4. Certification that the irons have been set as required by the Subdivision Rules and Regulations of the Metropolitan Area Planning Commission.

If you should have any questions concerning any of these requirements, please do not hesitate to call.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgs  
Enclosure

cc: Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Avenue, Suite 300  
Houston, Texas 77027

Mr. Ralph Eberly  
City Clerk

June 15, 1966

Mr. Lawrence Curfman  
830 First National Bank Building  
Wichita, Kansas

Subject: DP-15 - K-Mart Commercial Community  
Unit Plan; and Z-0762 - Zone change from "AA"  
to "LC" - north side of Kellogg in an area  
west of the Kansas Turnpike

Dear Mr. Curfman:

We have reviewed the agreement between the owner and contractor which you forwarded for our comments. It is my understanding that Bob Lakin has discussed this agreement with you as to the need for further guarantees.

In Condition (4) at the top of page 2 of the agreement, there is an exception as to the west approach of the bridge. This exception does not assure that the bridge will be usable after completion. Although it may have not been adequately stated, the City people have understood that the bridge requirement was meant to include the necessary hook-up to the west. I have discussed this condition with Dick Linn of the City Engineering Division, and it is our opinion that the condition in the agreement or in some other agreement should read as follows:

"(4) Construct all private roads as shown on the approved Community Unit Plan and extending to the east to Webb Road, including bridge approaches to existing pavement."

It is difficult to determine how long the bridge approach from the existing service road will be. Depending on the length of the bridge, it would be possible for the bridge approach to be

Mr. Lawrence Curfman

June 15, 1965

as little as 25 feet in length. In our opinion, it was the intention of the City Commission that the developer construct a bridge to tie into the service road to the west. It was also assumed that the guarantee providing for the bridge would include the pavement of bridge approaches.

Will you please provide the necessary assurance and guarantee to include the west approach? I feel that agreement should be reached on this point prior to starting the project, and thus avoid any misunderstandings that might arise later.

Please let me know if you have any questions on this matter.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:jmm

cc: Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Avenue, Suite 300  
Houston, Texas 77027

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
SUITE 830 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL H. BUCHANAN  
CHARLES R. MOBERLY

AMHERST 4-1376  
AREA CODE 316

CLAUDE L. DEPEW  
(1922-1956)  
W. E. STANLEY  
(1891-1953)  
WILLIAM C. HOOK  
(1905-1953)

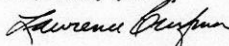
May 24, 1966

Mr. Jack H. Galbraith  
c/o Metropolitan Area Planning Commission  
City Building Annex  
104 S. Main Street  
Wichita, Kansas 67202

Dear Jack:

In line with our telephone conversation this date, enclosed herewith are three copies of a revised landscape plan for the community unit plan of Coogan and Walters on the north side of Kellogg, immediately west of the Turnpike right of way. Please destroy the copies forwarded with my letter of yesterday.

Very truly yours,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

LEC/rls

Encl.



GENERAL REQUIREMENTS

1. Signs along U. S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. Signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5'-8" wall along the east property line, which is the Turnpike right-of-way line.
3. A 5'-8" solid or semi-solid masonry wall shall be constructed and a 15-foot mass planting screen of both deciduous and evergreen shrubs and trees shall be provided upon the issuance of any building permit on Parcel No. 1. (See attached landscape plan)
4. A 5'-8" solid or semi-solid masonry wall shall either be constructed along the north property line upon the issuance of any building permit on Parcel No. 1 or Parcel No. 2; or some form of guarantee shall be filed in the amount of \$6,000 to guarantee the construction of the wall to begin within one week after the issuance of any residential building permit north of subject property.
5. Construction of the bridge across the drainage channel and extension of the private drive shall be at the developer's (applicant's) expense. (See Condition No. 5 in correspondence dated April 20, 1966.)
6. Waiver of the required 10-foot planting area north of U. S. 54 right-of-way line.

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)

SUITE 830 FIRST NATIONAL BANK BUILDING

WICHITA, KANSAS 67202

AMHERST 4-1376  
AREA CODE 316

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
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CHARLES R. HOBERLY

CLAUDE I. DEPEW  
(1892-1956)  
W. E. STANLEY  
(1891-1953)  
WILLIAM C. HOOK  
(1905-1953)

May 23, 1966

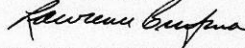
Mr. Jack H. Galbraith  
c/o Metropolitan Area Planning Commission  
City Building Annex  
104 S. Main Street  
Wichita, Kansas 67202

Dear Jack:

Enclosed herewith are three copies of what I trust can be regarded as the final community unit plan in connection with the proposed K-Mart located on East Kellogg. Also enclosed are three copies of the landscape plan.

If these are not completely satisfactory, please advise.

Very truly yours,



of WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN

LEC/rls

Encls.



WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
COMMISSION

ANNEX 2-9211 - AREA CODE 216  
CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202

April 22, 1966

Mr. Lawrence Curfman  
830 First National Bank Bldg.  
Wichita, Kansas

Subject: E-0762 - Zone change from "RA" to  
"IC"; and DP-15 - K-Mart Commercial Commu-  
nity Unit Plan, located on the north side of  
Kallogg in an area west of the Kansas Turn-  
pike

Dear Mr. Curfman:

As we discussed in our phone conversation on this date, a cor-  
rection should be made in our letter dated April 20, 1966, re-  
garding Condition No. 4 on Page 2. This condition should read  
as follows:

- "4. A 5'-8" solid or semi-solid masonry wall either shall be constructed along the north property line upon the issuance of any building permit on Parcel No. 1 or Parcel No. 2; or some form of guarantee shall be filed with the Planning Department upon approval of the community unit plan by the Board of City Commissioners, either in the form of a surety bond, cash deposit, letter of credit, or covenant, in the amount of \$6,000, guaranteeing the construction of said wall to begin within one week after notice to the developer (applicant) that a residential building permit has been issued north of subject property."

The correction of this condition should also be changed on the revised copy of the development plan.

WICHITA -

2

April 22, 1966

If you should have any questions concerning this matter, please do not hesitate to call.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bga

cc: Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Avenue, Suite 300  
Houston, Texas 77027

Mr. Ralph Eberly  
City Clerk

Mr. Glen Lytle, Superintendent  
Central Inspection Division  
Department of Public Works

April 15, 1966

Mr. Lee Garrett, Attorney  
Beacon Building  
Wichita, Kansas

Subject: DP-15 - K-Mart Community Unit Plan and  
Z-0762 - Zone change from "AA" to "LC" on the  
north side of Kellogg in an area west of the  
Kansas Turnpike

Dear Mr. Garrett:

This is to advise you that the above-captioned Community Unit  
Plan and zone change request will be forwarded to the Board of  
City Commissioners for their consideration at 9:00 a.m., April  
19, 1966. These matters are Items No. 24 and 25 on the City  
Manager's Agenda.

If you should have any questions concerning these matters,  
please do not hesitate to call.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgc

cc: Mr. Howard A. McFarland  
8321 Willowbrook

Mrs. Paul Brown  
8421 Peach Tree Lane

Report from the MAPC to the Board of City Commissioners

Case No. DP-15

Considered by M.A.P.C. 3-17-66

Request for: **Commercial Development Plan**

Reason for request (as provided by petitioner):

**Not applicable.**

Location of property: **Generally located on the north side of Kellogg in an area west of the Kansas Turnpike Interchange west of Webb Road**

Legal description of property:

**See attached sheet**

Petitioner: **Gladys H.G. Wiedemann and the Fourth National Bank & Trust Co.**  
Address: **Trustees K. T. Wiedemann Trust, c/o Weigand, Curfman, Brainerd, Harris & Kaufman, 830 First National Bank Building**  
Counsel for petitioner: **Lawrence Curfman**

Protesters (list counsel, if any): **Mr. and Mrs. Paul Brown, 8421 Peach Tree Lane, Lee Garrett, Attorney representing property owners on West Parkway, and H. A. McFarland, all spoke in opposition to this application.**

Surrounding zoning: **To the north and south is "AA"; east is "AA", "LC" & "E", west is "AA" and "LC"**

Land use: **Subject property and that to the north and south is vacant; to the east is the Turnpike R/W and Beech Aircraft; west is single family (and vacant).**

Planning Commission recommendation:

**HILL moved and BLASER seconded that the Planning Commission recommend to the City Commission that Case Z-0762 and DP-15 (Commercial Development Plan) be approved, subject to the following: (See attached sheet)**

*Respectfully submitted,*

Vote of Planning Commission unanimous

\_\_\_\_\_  
Secretary

- ACTION:**
- 1. Approve the recommendation of the Metropolitan Area Planning Commission; or**
  - 2. Return the application to the Metropolitan Area Planning Commission for its reconsideration. The City Commission states the following reasons for its action.**

Legal description of property:

A tract in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 20, Twp. 27S, R2E, described as beginning at the intersection of the W line of said SE $\frac{1}{4}$  with the N R/W line of U. S. 54 (as condemned in Case No. A-17549(A)), said point being 61.2 feet N of the SW corner of said SE $\frac{1}{4}$ ; thence E along said highway R/W 61.2 feet N of and parallel with the S line of said SE $\frac{1}{4}$  a distance of 1187.23 feet to a point 1462.25 feet W of the E line of said SE $\frac{1}{4}$  and the Wly R/W line of the K.T.A. (condemned in Case A-55770, Tract No. 8-77); thence NEly with an angle to the left of 74°55'30" and along said K.T.A. R/W 549.21 feet; thence with an angle to the right of 104°57'34", 1277.33 feet more or less, to a point 40 feet W of the E line of said SE $\frac{1}{4}$  and the W R/W of Webb Road; thence N along W R/W of Webb Road 40 feet W of and parallel with the E line of said SE $\frac{1}{4}$  a distance of 72.59 feet more or less to a point 664.5 feet N of the S line of said SE $\frac{1}{4}$ ; thence W along the N line of the S $\frac{1}{2}$  of said SE $\frac{1}{4}$  a distance of 2649.25 feet more or less to the W line of said SE $\frac{1}{4}$ ; thence S along the W line of said SE $\frac{1}{4}$  a distance of 602.5 feet more or less to the point of beginning.

-----  
Conditions to Approval

1. Under general provisions, indicating that "signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. It shall also be noted that signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5'-8' wall along the east property line, which is the Turnpike right-of-way line.
3. In lieu of the required 5'-8' solid wall along the east right-of-way dedication for flood control, the applicant providing a 15-foot mass planting screen of both deciduous and evergreen shrubs and trees. A landscape plan showing type of planting materials, location and maximum growth height shall be submitted to the Planning Department for approval prior to forwarding the community unit plan to the City Commission. In the event the 15-foot planting screen is indicated in the Flood Control dedication, the applicant shall submit a letter from the Flood Control Division of the Department of Public Works stating that they are agreeable with the location of the planting screen and will accept the maintenance thereof.
4. A 5'-8' solid or semi-solid masonry wall shall either be constructed along the north property line upon the issuance of any building permit on Parcel No. 1 or Parcel No. 2; or some form of guarantee shall be filed with the Planning Department upon approval of the community unit plan by the Board of City Commissioners, either in the form of a surety bond, cash deposit, or letter of credit. (The amount of such surety will be determined and forwarded to the applicant.)
5. The applicant submitting engineering plans to be approved by the Department of Engineering and the State Highway Department for a bridge to be constructed at the developer's expense across the drainage channel in line with the private service road and the Kellogg service road to the west. The developer shall also extend the private service road west to the bridge.

The developer shall file, upon approval by the Board of City Commissioners, a guarantee providing for the bridge either in the form of a surety bond, cash deposit or letter of credit, the amount of such surety to be determined and forwarded to the applicant. Prior to the release of the guarantee of the bridge, the City of Wichita shall inspect and approve said bridge and accept the maintenance thereof.

6. Waiver of the required 10-foot planting area north of U.S. 54 right-of-way line.
7. The development of this property shall proceed in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
8. Any major changes in this development plan being resubmitted to the Planning Commission and to the City Commission for their consideration.

-----  
EXCERPT FROM PLANNING COMMISSION MINUTES OF MARCH 17, 1966:

- "25. Case No. Z-0762 - Gladys H. G. Wiedemann Trust, % Weigand, Curfman, Brainerd, Harris & Kaufman, request change from "AA" to "LC", and
26. Case No. DP-15 - Gladys H. G. Wiedemann Trust, % Weigand, Curfman, Brainerd, Harris & Kaufman, request approval of a Commercial Development Plan under the provisions of the Community Unit Plan, all related to property legally described as follows: (See preceding page for legal description of property.)

GALBRAITH pointed out the area on the map and reviewed the following staff report:

Comments

1. The applicant has requested a change of zoning from "AA" Single Family to "LC" Light Commercial for an area of approximately 18 acres which lies north of U.S. 54, west of the Turnpike Interchange and extends east to provide for private access to Webb Road. It appears that "LC" zoning is logical and proper for the area inasmuch as Kellogg west of the application area is zoned "LC" and Beech Aircraft Company is zoned "E" Light Industrial to the east.
2. As a requirement under the CUP provisions, a preliminary development plan has been submitted for review. The development plan indicates the required information pertaining to gross area, maximum building heights, maximum building coverage, proposed general uses, maximum curb cuts, and minimum building setbacks.
3. The developer objects to the 30-foot maximum sign height requirement of Section 24.04.29 (ground signs) of the City Code and desires to construct a ground sign to the height of between 52 and 55 feet. It should be pointed out that application for

signs nonconforming to the requirements of the ordinance may be submitted to the Board of Commissioners, as outlined in Section 24.04.310 of the Sign Ordinance.

It is the opinion of the staff that a 30-foot ground sign as required of other developers of shopping centers and the Community Unit Plan provisions, is sufficient for business sign purposes and that "sign spectaculars" should not be encouraged along major highways.

4. The developer also objects to the 5'-8' wall requirements along the north, east and west, and to the 10-foot planting area requirements for low shrubbery along the south property line.

Specifically, the developer objects to the wall requirements along the north, east and west as indicated on the development plan. The staff is in agreement with the request to waive the wall requirements along the Turnpike right-of-way to the east, since the interchange is elevated, making the wall requirements for screening purposes useless.

The staff does not agree that the 210-foot distance buffer for drainage purposes to the west provides adequate visual screening from the residential area of Bonnie Brae. Instead of the wall requirements, the staff would recommend a 25-foot mass planting screen of both deciduous and evergreen shrubs and trees.

In regard to the developer's objection to constructing the required 5'-8' wall along the north property line until such time as that area to the north is developed as residential, it is the opinion of the staff that such request is unenforceable to require a fence at a later date. It is unlikely that a potential developer for residential uses would consider developing residences to the north unless a wall was constructed when the shopping center is developed.

5. It should be pointed out that subject area has only one access point to U.S. 54 and has indicated a private access road from that point along the south property line and Turnpike right-of-way to Webb Road.

The applicant and his attorney have met with State Highway Officials and the Department of Public Works, Engineering Division, Traffic Engineering Division and Planning Department staff relative to problems of access to subject area. It is the general opinion of the Department of Public Works and the Planning Department that access to the property at only two points (Kellogg and Webb Road) is not sufficient and that access should be required to the service road across the drainage channel to the west.

Because of the congestion that will be created by the proposed shopping center and due to the heavy congestion which already exists because of the turnpike interchange, it is imperative that a bridge be constructed across the drainage channel and the private service road be extended west to provide for the third access point.

#### Recommendation

The Planning Department recommends the approval of "LC" zoning subject to approval of the plat and the development plan.

The Planning Department also recommends that the development plan be approved with the understanding that such approval is given

on the basis that this tract of land is under one ownership and control, and is in accordance with the intent of Section 28.04.190, of the ordinance to promote well-planned and well-organized shopping centers. If it is further recommended that approval of the plan be given subject to the following conditions:

1. Under general provisions, it shall be indicated that "signs along U.S.54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. It shall also be noted that signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5'-8' wall along the east property line, which is the turnpike right-of-way line.
3. In lieu of the required 5'-8' solid wall along the right-of-way dedication for flood control, the applicant shall provide a 25-foot mass planting screen of both deciduous and evergreen shrubs and trees. A plan shall be submitted to the Planning Department for its approval.
4. Upon the issuance of any building permit on Parcel No. 1 or No. 2, a 5'-8' solid or semi-solid masonry wall shall be constructed along the north property line.
5. Provide the 10-foot planting area of low shrubbery along the south property line.
6. The applicant making satisfactory arrangements for the construction of a bridge across the drainage channel in line with the Kellogg service road to the west and shall extend the private service road west to the bridge.
7. The development of this property shall proceed in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
8. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.

LAWRENCE CURFMAN, Attorney for the Applicants, said that a contract for sale of subject property hinges on approval of this zoning application and approval of the Community Unit Plan. He indicated that it is proposed to construct a chain department store which would all be on one floor with ample parking area provided. Later there would be a supermarket but it would be separate and apart from the department store.

With respect to the staff recommendations, MR. CURFMAN said the developer is willing to dedicate the area and bear the expense of realignment of Gypsum Creek to straighten the channel and improve the bank line. However, it is his understanding the developer would be required to bear the cost of bridge construction over this channel and it is impossible for the developer to do so in view of other requirements and costs involved.

MR. CURFMAN pointed out that a 30-foot high sign as suggested by the staff under paragraph 3, could not be seen from the Turnpike, and further, there are at least three signs in excess of 30 feet on Kellogg just to the west of subject area. The Attorney offered

objections to being required to install a wall on the east (staff concurred that a wall on the east is not reasonable in view of the turnpike right-of-way and the fact that it is elevated making screening purposeless), or to the west, in view of the width of the drainage channel (210 feet). The Attorney objected to the requirement for a wall along the north property line until such time as development occurs to the north (it is zoned for residential but is open area with no development) and at that time the applicants are agreeable to installation of a wall at their expense if it develops residentially.

MR. CURFMAN pointed out that to require a 25-foot mixed planting screen along the drainage channel would encroach further into the property and further limits the area which can be developed. He thought that the width of 210 feet was sufficient to afford protection to the residential area adjoining the channel on the west.

In continuing the discussion, MR. CURFMAN reported that the State Highway Commission will not permit any part of its right-of-way to be utilized for a service road, thus necessitating such a road on subject property and further reducing the space for the development. The Attorney pointed out that the suggested 10-foot planting area along the south side did not seem reasonable in view of the fact that to the south of Kellogg, although zoned residential and undeveloped, it is not likely that that zoning will remain as "AA" single family.

In discussing the possibility of a bridge over the drainage channel, the Attorney agreed that access is a problem, and it is hoped that the city-at-large would construct the bridge at its expense, or at least share in the expense, to make another access point to subject property from the west.

RUSS WHITE, also representing the developer, pointed out that the 210 feet of drainage channel area, plus the fact that any building would be over 100 feet east of the drainage channel east line, should provide sufficient buffer for that property on the west side of the channel. He noted also that the developer would like to have the bridge and service road but considered the cost thereof prohibitive for the developer to provide, in view of the 4 acres being included in the drainage channel and losing of valuable land in the front for a service road and in addition paying the cost of medial changes on Kellogg. He said that in view of the numerous requirements, it is possible that the entire project could be rendered unfeasible.

MR. CURFMAN pointed out that the development will represent an investment of over two million dollars and be a fine addition to the tax base for the community, but that too many restrictions and requirements on the accessibility and useability of the property may render it close to being uneconomical.

MR. WHITE indicated that the number of parking spaces would depend on how much property is required for planting screens or service road, but that at present it is contemplated to provide 840 stalls, not using the service road area.

The Director of Planning expressed concern for the useability of the property as proposed so close to the turnpike entrance and the fact that the congestion of turnpike traffic may tend to discourage potential shoppers.

BLASER felt that the frontage road and bridge should be provided by the developer in view of the present Kellogg traffic congestion and that which would be created by the proposed development. He felt that the proposed development so close to the turnpike interchange would tend to result in a bottleneck in traffic movement.

TROUT said that the State Highway Commission contemplates another west bound lane on Kellogg which is why they will not allow a service road on their right-of-way.

MR. CURFMAN pointed out that there will be access from Webb Road although it is realized that the bulk of the traffic will come from Kellogg.

PAUL BROWN, 8421 Peach Tree Lane, and also MRS. PAUL BROWN, expressed concern for the change in the drainage channel, inasmuch as their home is adjacent to the west. They indicated a desire for some type of screening other than space and inquired concerning the improvement of the channel.

GALBRAITH said that the Flood Control Division would design the channel and that it would all be contained within the proposed 210 foot dedication. MR. BROWN was concerned about whether or not existing trees would be eliminated.

LEE GARRETT, Attorney for some residents on West Parkway, said that the homes were purchased largely because of the view of the creek and open space beyond, and that they would consider it very detrimental to their residential property to be facing into a large off-street parking lot and discount house. He indicated that it is likely such a development would create tremendous traffic problems and increased traffic in Bonnie Brae Addition.

H. A. MC FARLAND did not think the other property owners in this area should be taxed for bridge construction which would be of value to only subject property and to the detriment of other property in the area.

CURFMAN said that the design and layout of channel improvement will be done by the Flood Control office, and he was sure that when completed it will eliminate much of the danger of flooding of adjacent residences. He pointed out that channel improvement is to be paid by the developer and, further, such improvement will probably mean the elimination of the trees. He continued that the developer would have no objection to planting trees in the drainage dedication, but to provide a 25-foot planting strip on their own property would reduce the usable plot for development.

The Director of Planning inquired whether or not this plot could be developed in stages and a study made with respect to anticipated traffic. CURFMAN indicated that it could not be staged, as only one structure is contemplated and although the developers have reserved for possible future use the small area to the east, the portion being considered at this time is to be leased for construction of one structure which is to be used for a department store.

In answer to questions concerning the property to the north, LAKIN said that it is a different situation on the south side because of the turnpike ownership which has total access control, and that there is no possibility of turning movements to the south. It was pointed out that the Traffic Engineer feels that if the proposed development occurs and a bridge is not constructed, then a traffic signal will be necessary.

TROUT commented that this would mean 5 signal lights within a mile and this was a primary consideration for requiring the bridge and service road. He pointed out also that the requirement that the developer pay for the bridge is because it would serve no one except his property.

BLASER pointed out that Kellogg is the major east-west arterial and that every precaution should be taken to protect its traffic carrying capacity.

CURFMAN pointed out that this is valuable ground that will remain undeveloped unless some plan is resolved for its use, otherwise it will contribute very little to the tax base.

WHITE indicated that if, after the proposed development is in operation, a service road and bridge is needed, then they would be willing to provide such, but at this time they would have financial problems. He admitted that a service road would be to their advantage but in view of other costs and requirements, they are unable to meet all requirements at this time. He agreed the bridge would be desirable, but they cannot bear the expense of construction.

BLASER asked if it would be possible for the Planning Commission to establish conditions which would have to be observed in any commercial development on subject property, so that in case the present plan does not materialize, any other prospective developer would be aware of the requirements.

The Chairman suggested the Commission might go on record as favoring this area for light commercial development, but he doubted that conditions could be established prior to an actual proposed use. BLASER said he had in mind the possibility of stipulating that any light commercial development would be served from a bridge and service road, etc., and if any developer felt he could develop the property under those conditions, the light commercial zoning could be approved.

In discussing the planting screen requirements, TROUT pointed out that walls and planting screens had been required on other development plans, and in this case he felt it should be required on the north and west, but did not consider it essential on the east because of the elevated turnpike, or on the south. He noted that the primary reason the Traffic Engineer did not want a signal light was because of the nature of Kellogg to carry traffic and because it would be close to the other lights. TROUT observed that a left turn across three lanes of traffic without a light would be nearly impossible.

HILL observed that it is apparently agreed that light commercial use is proper for subject property, but if the developer cannot spend the money for proper development so that it is compatible with surrounding areas, then it was his feeling that it should not be approved until such time as a developer appears who can bear the cost to develop the site properly.

MR. WHITE said that it was his understanding that the State Highway Commission proposes to construct either a third lane for west bound traffic, or a deceleration lane, but not both. CURFMAN noted that the 60-foot access entrance to subject property is fixed at a certain location, but the Highway Commission is agreeable to moving it a little farther to the east.

**MOTION:** BRANSON moved that the Planning Commission deny the applications and suggest that the parties involved give further consideration to traffic problems and the importance of having a bridge, and that it be submitted again to the Planning Commission. This motion was not seconded.

MR. CURFMAN said they have met frequently with the staff and that there are certain requirements which they cannot meet in view of other requirements, such as financing of the channel work, parking, and planting screens. He said that they would be agreeable to 25-foot planting along the drainage dedication if it could be placed on the easement area and if a fence is terribly important to those owners west of the channel, they would provide a fence. He anticipated the cost of a bridge would be \$50,000, and observed that if after operation of the premises, it became apparent that it should be constructed, then it was his feeling the developer would be willing to build the bridge, but as pointed out previously, it is marginal economy-wise.

It was pointed out that the purpose of the Community Unit Plan is to allow a developer a flexibility of use, but in this case almost every requirement that has seemed desirable and that is required by ordinance for such a development, has been asked to be waived.

The possibility of approving the zoning and Community Unit Plan subject to the numerous conditions as suggested by the staff and as discussed, was mentioned. TROUT said that if there is an effective way of delaying the screening along the north side, he did not see anything wrong with such delay inasmuch as no one knows at this time whether it will develop residentially or otherwise.

**MOTION:** HILL moved and BLASER seconded and it carried unanimously that the Planning Commission recommend to the City Commission that Case Z-0762 and DP-15 (Commercial Development Plan) be approved, subject to the following:

(See recommended conditions of approval as indicated on referral sheet.)

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March 22, 1966

Mr. Lawrence E. Curfman  
330 First National Bank Bldg.  
Wichita, Kansas

Subject: 2-0762 - Zone change from "AA" to "LC",  
and DP-15 - K-MART Community Unit Plan on the  
north side of Kellogg in an area west of the  
Kansas Turnpike Interchange

Dear Mr. Curfman:

At its regular meeting on March 17, 1966, the Metropolitan Area Planning Commission considered the above-captioned zone change request and community unit plan. The action of the Planning Commission was to recommend that the zone change request and community unit plan be approved subject to:

1. Under general provisions, indicating that "signs along U. S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. It shall also be noted that signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5'-8' wall along the east property line, which is the Turnpike right-of-way line.
3. In lieu of the required 5'-8' solid wall along the east right-of-way dedication for flood control, the applicant providing a 15-foot mass planting screen of both deciduous and evergreen shrubs and trees. A landscape plan showing type of planting materials, location and maximum growth height shall be submitted to the Planning Department for approval prior to forwarding the community unit plan to the City Commission. In the event the

March 22, 1966

15-foot planting screen is indicated in the Flood Control dedication, the applicant shall submit a letter from the Flood Control Division of the Department of Public Works stating that they are agreeable with the location of the planting screen and will accept the maintenance thereof.

4. A 5'-8" solid or semi-solid masonry wall shall either be constructed along the north property line upon the issuance of any building permit on Parcel No. 1 or Parcel No. 2; or some form of guarantee shall be filed with the Planning Department upon approval of the community unit plan by the Board of City Commissioners, either in the form of a surety bond, cash deposit, or letter of credit. (The amount of such surety will be determined and forwarded to the applicant.)
5. The applicant submitting engineering plans to be approved by the Department of Engineering and the State Highway Department for a bridge to be constructed at the developer's expense across the drainage channel in line with the private service road and the Malloy service road to the west. The developer shall also extend the private service road west to the bridge.

The developer shall file, upon approval by the Board of City Commissioners, a guarantee providing for the bridge either in the form of a surety bond, cash deposit or letter of credit, the amount of such surety to be determined and forwarded to the applicant. Prior to the release of the guarantee of the bridge, the City of Wichita shall inspect and approve said bridge and accept the maintenance thereof.

6. Waiver of the required 10-foot planting area north of U. S. 54 right-of-way line.
7. The development of this property shall proceed in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

March 22, 1966

8. Any major changes in this development plan being resubmitted to the Planning Commission and to the City Commission for their consideration.

As we discussed on Friday, March 18, 1966, we will forward the zoning case, the community unit plan and the plat to the Board of City Commissioners for their consideration on April 19, 1966, if all the conditions of the plat have been complied with, as well as the above conditions, and if the guarantee and eight copies of the revised community unit plan have been submitted to our office by 5:00 p.m. on Wednesday, April 13, 1966.

If you should have any questions concerning these matters or the plat, please do not hesitate to call.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgs

cc: Gladys H. G. Wiedemann and  
Fourth National Bank & Trust Co.  
Trustees, K. T. Wiedemann Trust  
200 East Douglas

Mr. Russ A. White  
Coogan & Walters  
4901 Richmond Avenue, Suite 300  
Houston, Texas 77027

Mr. Howard A. McFarland  
8321 Willowbrook

Mrs. Paul Brown  
8421 Peach Tree Lane

Mr. Lee Garrett  
Beacon Building

Mr. Ralph Wulz, Director of Public Works  
Mr. B. E. Smith, City Engineer  
Mr. Paul Graves, Traffic Engineer

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION

DATE: March 17, 1966

Case No. Z-0762 & DP-15 | Request: "AA" to "LC" and K-MART  
Commercial Development Plan

Location: Generally located on the north side of Kellogg in an  
area west of the Kansas Turnpike Interchange west of Webb Road

Acres: 18.2 | Size: 605 ft. by 1541 ft.

	<u>Land Use</u>	<u>Zoning</u>
Existing	Vacant	"AA"
North	Vacant	"AA"
East	Turnpike R/W-Beech Aircraft	"AA", "LC" & "E"
South	Vacant	"AA"
West	Single family and vacant	"AA" & "LC"

Platted  or Unplatted

Adequate right-of-way for Kellogg

History: N/A

Comments

1. The applicant has requested a change of zoning from "AA" Single Family to "LC" Light Commercial for an area of approximately 18 acres which lies north of U.S. 54, west of the Turnpike Interchange and extends east to provide for private access to Webb Road. It appears that "LC" zoning is logical and proper for the area inasmuch as Kellogg west of the application area is zoned "LC" and Beech Aircraft Company is zoned "E" Light Industrial to the east.
2. As a requirement under the CUP provisions, a preliminary development plan has been submitted for review. The development plan indicates the required information pertaining to gross area, maximum building heights, maximum building coverage, proposed general uses, maximum curb cuts, and minimum building setbacks.  
  
Attached for your information and review is a copy of the proposed development plan and a letter from the applicants' attorney requesting a waiver of sign height requirements and screening controls.
3. The developer objects to the 30-foot maximum sign height requirement of Section 24.04.29 (ground signs) of the City Code and desires to construct a ground sign to the height of between 52 and 55 feet. It should be pointed out that application for signs nonconforming to the requirements of the ordinance may be submitted to the Board of Commissioners, as outlined in Section 24.04.310 of the Sign Ordinance.

It is the opinion of the staff that a 30-foot ground signs required of other developers of shopping centers and the Community Unit Plan provisions, is sufficient for business sign purposes and that "sign spectaculars" should not be encouraged along major highways.

4. The developer also objects to the 5' - 8' wall requirements along the north, east and west, and to the 10-foot planting area requirements for low shrubbery along the south property line.

Specifically, the developer objects to the wall requirements along the north, east and west as indicated on the development plan. The staff is in agreement with the request to waive the wall requirements along the Turnpike right-of-way to the east, since the interchange is elevated, making the wall requirements for screening purposes useless.

The staff does not agree that the 210-foot distance buffer for -- drainage purposes to the west provides adequate visual screening from the residential area of Bonnie Brae. Instead of the wall requirements, the staff would recommend a 25-foot mass planting screen of both deciduous and evergreen shrubs and trees.

In regard to the developer's objection to constructing the required 5' - 8' wall along the north property line until such time as that area to the north is developed as residential, it is the opinion of the staff that such request is unenforceable to require a fence at a later date. It is unlikely that a potential developer for residential uses would consider developing residences to the north unless a wall was constructed when the shopping center is developed.

5. It should be pointed out that subject area has only one access point to U.S. 54 and has indicated a private access road from that point along the south property line and Turnpike right-of-way to Webb Road.

The applicant and his attorney have met with State Highway Officials and the Department of Public Works, Engineering Division, Traffic Engineering Division and Planning Department staff relative to problems of access to subject area. It is the general opinion of the Department of Public Works and the Planning Department that access to the property at only two points (Kellogg and Webb Road) is not sufficient and that access should be required to the service road across the drainage channel to the west.

Because of the congestion that will be created by the proposed shopping center and due to the heavy congestion which already exists because of the turnpike interchange, it is imperative

that a bridge be constructed across the drainage channel and the private service road be extended west to provide for the third access point.

Recommendation

The Planning Department recommends the approval of "LC" zoning subject to approval of the plat and the development plan.

The Planning Department also recommends that the development plan be approved with the understanding that such approval is given on the basis that this tract of land is under one ownership and control, and is in accordance with the intent of Section 28.04.190, of the ordinance to promote well-planned and well-organized shopping centers. It is further recommended that approval of the plan be given subject to the following conditions:

1. Under general provisions, it shall be indicated that "signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right-of-way. It shall also be noted that signs shall not be located adjacent to the north, east and west property lines.
2. Waiver of the required 5' - 8' wall along the east property line, which is the turnpike right-of-way line.
3. In lieu of the required 5' - 8' solid wall along the right-of-way dedication for flood control, the applicant shall provide a 25-foot mass planting screen of both deciduous and evergreen shrubs and trees. A plan shall be submitted to the Planning Department for its approval.
4. Upon the issuance of any building permit on Parcel No. 1 or No. 2, a 5' - 8' solid or semi-solid masonry wall shall be constructed along the north property line.
5. Provide the 10-foot planting area of low shrubbery along the south property line.
6. The applicant making satisfactory arrangements for the construction of a bridge across the drainage channel in line with the Kellogg service road to the west and shall extend the private service road west to the bridge.

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March 17, 1966

7. The development of this property shall proceed in accordance with the development plan as approved by the Planning Commission, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
8. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
SUITE 830 FIRST NATIONAL BANK BUILDING

WICHITA, KANSAS 67202

AMHERST 4-1378  
AREA CODE 316

March 3, 1966

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL M. BUCHANAN  
CHARLES R. MOBERLY

CLAUDE I. DEPEW  
(1908-1966)  
W. E. STANLEY  
(1891-1952)  
WILLIAM C. HOOK  
(1908-1982)

Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
City Building Annex  
104 South Main Street  
Wichita, Kansas

Re: DP-15 - K-Mart  
Preliminary Development Plan

Gentlemen:

This letter is written in reply to portions of Mr. Jack H. Galbrith's letter to the writer dated February 16, 1966, subject as above. The purpose of the letter is for the developer's objections to certain requirements to be made known and to be considered in connection with the consideration of the overall plan, and it is also desired that this letter be regarded as a request for waiver of the objections listed below:

1. Sign Control. The developer objects to the 30' height requirement on signs. The objection is that the standard K-Mart sign will be in the vicinity of 52' in height or less, but will not exceed 55'. The developer has no objection to the requirement that no portion of the sign extend over the public right-of-way. The developer has no objection to the requirement that signs will not be permitted adjacent to the north, east and west property lines. The only signs will be near the access point and wholly within the property owned by the developer. It is pointed out that not only is a typical and standard K-Mart sign in excess of 50' in height, but the following other signs in the vicinity appear to exceed 30': Ramada Inn sign, Howard Johnson sign and Enco sign. All three of these signs are on the same side of Kellogg as the proposed development and all within a distance of a mile of the proposed development. It is particularly necessary that a tall sign be permitted on this property because the height of the Kansas Turnpike overpass prevents a low sign from being visible until westbound vehicular traffic has passed under the turnpike overpass.

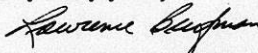
Page Two  
Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
March 3, 1966

2. Screening. The developer objects to two separate aspects of the screening requirement set forth in paragraph 6 of Mr. Galbrith's letter and respectfully requests waivers of those requirements in the following particulars and for the following reasons:
  - a. Height. It is requested that the requirement for a 5' to 8' solid wall adjacent to the east and west property lines be waived and eliminated, and that the requirement along the north property line be delayed for the following reasons:
    1. The east property line is adjacent to the Kansas Turnpike right-of-way which is a substantial fill for the overpass. There appears absolutely no reason to screen along the east of the developer's property because no development immediately east of it will be possible.
    2. Along the west is and will be the channel of Gypsum Creek and the nearest development to the west will be in excess of 200'. Immediately north of the right-of-way of Kellogg is light commercial development and there is less reason to screen against light commercial development than residential. The area lying west to the north part of developer's property is residential, but there is an additional separation of the platted West Parkway so that the total distance between the developer's west line and the closest residential development is approximately 250'.
    3. With reference to screening along the north line of developer's property, it is respectfully submitted that the area north is completely undeveloped and no reason appears to exist why screening should now be required. The developer has no objection to a requirement for future screening at such time as residential development actually commences immediately north of developer's property.

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Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
March 3, 1966

- b. Developer also objects to the requirements in paragraph 6 of Mr. Galbrith's letter with reference to 10' in width of low shrubbery along the south line of developer's property and requests that such requirement be waived.
- c. In support of developer's position, it is respectfully pointed out that the developer was not permitted to use any portion of the public right-of-way for a service road and the developer is therefore forced to install a private drive across the south part of developer's property and extending along the east part of developer's property, all to serve the general public as well as developer's customers. It is also pointed out that there is no residential development across Highway 54 from the proposed development, and because of the location of the Kansas Turnpike turn-off and the other commercial development to the west future development across U.S. 54 will almost certainly be commercial or industrial and not residential. Still further it is pointed out that there is no screening of any commercial property on the north side of Kellogg to the west, nor on the south side of Kellogg to the west for a considerable distance.

Very truly yours,



of WEIGAND CURFMAN BRAINERD HARRIS & KAUFMAN

IEC:jb  
cc: Coogan and Walters  
In dupl.

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
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AMHERST 4-1376  
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March 3, 1966

CLAUDE I. DEPEW  
(1922 - 1956)  
W. E. STANLEY  
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Gentlemen:

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1. Sign Control. The developer objects to the 30' height requirement on signs. The objection is that the standard K-Mart sign will be in the vicinity of 52' in height or less, but will not exceed 55'. The developer has no objection to the requirement that no portion of the sign extend over the public right-of-way. The developer has no objection to the requirement that signs will not be permitted adjacent to the north, east and west property lines. The only signs will be near the access point and wholly within the property owned by the developer. It is pointed out that not only is a typical and standard K-Mart sign in excess of 50' in height, but the following other signs in the vicinity appear to exceed 30': Ramada Inn sign, Howard Johnson sign and Enco sign. All three of these signs are on the same side of Kellogg as the proposed development and all within a distance of a mile of the proposed development. It is particularly necessary that a tall sign be permitted on this property because the height of the Kansas Turnpike overpass prevents a low sign from being visible until westbound vehicular traffic has passed under the turnpike overpass.

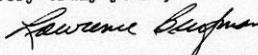
Page Two  
Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
March 3, 1966

2. Screening. The developer objects to two separate aspects of the screening requirement set forth in paragraph 6 of Mr. Galbrith's letter and respectfully requests waivers of those requirements in the following particulars and for the following reasons:
  - a. Height. It is requested that the requirement for a 5' to 8' solid wall adjacent to the east and west property lines be waived and eliminated, and that the requirement along the north property line be delayed for the following reasons:
    1. The east property line is adjacent to the Kansas Turnpike right-of-way which is a substantial fill for the overpass. There appears absolutely no reason to screen along the east of the developer's property because no development immediately east of it will be possible.
    2. Along the west is and will be the channel of Gypsum Creek and the nearest development to the west will be in excess of 200'. Immediately north of the right-of-way of Kellogg is light commercial development and there is less reason to screen against light commercial development than residential. The area lying west to the north part of developer's property is residential, but there is an additional separation of the platted West Parkway so that the total distance between the developer's west line and the closest residential development is approximately 250'.
    3. With reference to screening along the north line of developer's property, it is respectfully submitted that the area north is completely undeveloped and no reason appears to exist why screening should now be required. The developer has no objection to a requirement for future screening at such time as residential development actually commences immediately north of developer's property.

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Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
March 3, 1966

- b. Developer also objects to the requirements in paragraph 6 of Mr. Galbrith's letter with reference to 10' in width of low shrubbery along the south line of developer's property and requests that such requirement be waived.
- c. In support of developer's position, it is respectfully pointed out that the developer was not permitted to use any portion of the public right-of-way for a service road and the developer is therefore forced to install a private drive across the south part of developer's property and extending along the east part of developer's property, all to serve the general public as well as developer's customers. It is also pointed out that there is no residential development across Highway 54 from the proposed development, and because of the location of the Kansas Turnpike turn-off and the other commercial development to the west future development across U.S. 54 will almost certainly be commercial or industrial and not residential. Still further it is pointed out that there is no screening of any commercial property on the north side of Kellogg to the west, nor on the south side of Kellogg to the west for a considerable distance.

Very truly yours,



of WEIGAND CURFMAN BRAINERD HARRIS & KAUFMAN

LEC:jb  
cc: Coogan and Walters  
In dupl.

LAW OFFICES OF  
WEIGAND, CURFMAN, BRAINERD, HARRIS & KAUFMAN  
(DEPEW, STANLEY, WEIGAND, HOOK & CURFMAN)  
SUITE 630 FIRST NATIONAL BANK BUILDING  
WICHITA, KANSAS 67202

COPY

LAWRENCE WEIGAND  
LAWRENCE E. CURFMAN  
BYRON BRAINERD  
CHARLES W. HARRIS  
ORVAL J. KAUFMAN  
J. RUSE MCCARTHY  
DONALD A. BELL  
J. L. WEIGAND, JR.  
SPENCER L. DEPEW  
PAUL M. BUCHANAN  
CHARLES R. BERLY

AMHERST 4-1376  
AREA CODE 316

March 3, 1966

Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
City Building Annex  
104 South Main Street  
Wichita, Kansas

Re: DP-15 - K-Mart  
Preliminary Development Plan

Gentlemen:

This letter is written in reply to portions of Mr. Jack H. Galbrith's letter to the writer dated February 16, 1966, subject as above. The purpose of the letter is for the developer's objections to certain requirements to be made known and to be considered in connection with the consideration of the overall plan, and it is also desired that this letter be regarded as a request for waiver of the objections listed below:

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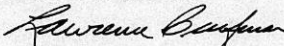
Page Two  
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Area Planning Commission  
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  - a. Height. It is requested that the requirement for a 5' to 8' solid wall adjacent to the east and west property lines be waived and eliminated, and that the requirement along the north property line be delayed for the following reasons:
    1. The east property line is adjacent to the Kansas Turnpike right-of-way which is a substantial fill for the overpass. There appears absolutely no reason to screen along the east of the developer's property because no development immediately east of it will be possible.
    2. Along the west is and will be the channel of Bysum Creek and the nearest development to the west will be in excess of 200'. Immediately north of the right-of-way of Kellogg is light commercial development and there is less reason to screen against light commercial development than residential. The area lying west to the north part of developer's property is residential, but there is an additional separation of the platted West Parkway so that the total distance between the developer's west line and the closest residential development is approximately 250'.
    3. With reference to screening along the north line of developer's property, it is respectfully submitted that the area north is completely undeveloped and no reason appears to exist why screening should now be required. The developer has no objection to a requirement for future screening at such time as residential development actually commences immediately north of developer's property.

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Wichita-Sedgwick County Metropolitan  
Area Planning Commission  
March 3, 1966

- b. Developer also objects to the requirements in paragraph 6 of Mr. Galbrith's letter with reference to 10' in width of low shrubbery along the south line of developer's property and requests that such requirement be waived.
- c. In support of developer's position, it is respectfully pointed out that the developer was not permitted to use any portion of the public right-of-way for a service road and the developer is therefore forced to install a private drive across the south part of developer's property and extending along the east part of developer's property, all to serve the general public as well as developer's customers. It is also pointed out that there is no residential development across Highway 54 from the proposed development, and because of the location of the Kansas Turnpike turn-off and the other commercial development to the west future development across U.S. 54 will almost certainly be commercial or industrial and not residential. Still further it is pointed out that there is no screening of any commercial property on the north side of Kellogg to the west, nor on the south side of Kellogg to the west for a considerable distance.

Very truly yours,



of WEIGAND CURFMAN BRAINERD HARRIS & KAUFMAN

LEC:jb  
cc: Coogan and Walters  
In dupl.

DP-15 - 48 NOTICES MAILED 3-7-66 FOR 3-17-66 MAPC MEETING

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION  
CITY BUILDING ANNEX, 104 South Main  
Wichita, Kansas

NOTICE TO ADJOINING PROPERTY OWNERS

March 7, 1966

The Wichita-Sedgwick County Metropolitan Area Planning Commission will consider the following item in Room 401, City Building Annex, 104 South Main, Wichita, Kansas, at its meeting at 2:00 p.m. on March 17, 1966, at which time you may appear either in person or by agent or attorney, if you so desire.

C. Bickley Foster, Secretary

DP-15 - A tract in the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 20, Twp. 27S, R2E, described as beginning at the intersection of the W line of said SE $\frac{1}{4}$  with the N R/W line of U. S. 54 (as condemned in Case No. A-17549(A)), said point being 61.2 feet N of the SW corner of said SE $\frac{1}{4}$ ; thence E along said highway R/W 61.2 feet N of and parallel with the S line of said SE $\frac{1}{4}$  a distance of 1187.23 feet to a point 1462.25 feet W of the E line of said SE $\frac{1}{4}$  and the Wly R/W line of the K.T.A. (condemned in Case A-55770, Tract No. 8-77); thence NELY with an angle to the left of 74°55'30" and along said K.T.A. R/W 549.21 feet; thence with an angle to the right of 104°57'34", 1277.33 feet more or less, to a point 40 feet W of the E line of said SE $\frac{1}{4}$  and the W R/W of Webb Road; thence N along W R/W of Webb Road 40 feet W of and parallel with the E line of said SE $\frac{1}{4}$  a distance of 72.59 feet more or less to a point 664.5 feet N of the S line of said SE $\frac{1}{4}$ ; thence W along the N line of the S $\frac{1}{2}$  of the S $\frac{1}{2}$  of said SE $\frac{1}{4}$  a distance of 2649.25 feet more or less to the W line of said SE $\frac{1}{4}$ ; thence S along the W line of said SE $\frac{1}{4}$  a distance of 602.5 feet more or less to the point of beginning. Generally located on the north side of Kellogg in an area west of the Turnpike interchange.

This Development Plan has been submitted as required under the Community Unit Plan provisions of the Ordinance, Section 28.04.190 of the Code of the City of Wichita. The Development Plan is on file in the Office of the Planning Director, Room 402 City Building Annex, 104 South Main, Wichita, Kansas, and is available for public information and review.

The Development Plan on file proposes an 18.2 acre commercial development for a K-Mart Shopping Center. Included is information concerning building setbacks, maximum ground coverage by structures, maximum gross floor area, maximum height limitations, location of ingress and egress, off-street parking and provisions for solving the drainage problems on the property.

NOTE: It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, C. Bickley Foster, 104 South Main, 7 days prior to the meeting. The Chairman and Secretary may grant such a request for deferral. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

Betty

(761) Published in The Wichita Beacon on February 21, 1966

**OFFICIAL NOTICE**

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

NOTICE IS HEREBY GIVEN that on March 17, 1966, at 2:00 p.m., the Wichita-Sedgwick County Metropolitan Area Planning Commission, in Room 401 City Building Annex, 104 South Main, Wichita, Kansas, will consider an application for a COMMUNITY UNIT PLAN - PLANNED COMMERCIAL development, for property legally described as follows:

SP - 15

A tract in the S 1/2 of the S 1/2 of the SE 1/4 of Sec. 20, Twp. 27-S, R-2-E, described as beginning at the intersection of the west line of said SE 1/4 with the north right of way line of U.S. Highway 54 (as condemned in Case A-17549(A), said point being 61.2 feet north of the S.W. corner of said SE 1/4; thence east along said Highway right of way, 61.2 feet north of and parallel with the south line of said SE 1/4, a distance of 1187.23 feet to a point 1462.25 feet west of the east line of said SE 1/4 and the westerly right of way line of the Kansas Turnpike Association (condemned in Case A-55770, Tract No. 8-77); thence northeasterly with an angle to the left of 74 Deg. 55' 30" and along said K.T.A. right of way, 549.21 feet; thence with an angle to the right of 104 Deg. 57' 34", 1277.33 feet more or less, to a point 40 feet west of the east line of said SE 1/4 and the west right of way of Webb Road; thence north along west right of way of Webb Road, 40 feet west of and parallel with east line of said SE 1/4, a distance of 72.59 feet more or less to a point 664.5 feet north of the south line of said SE 1/4; thence west along the north line of the S 1/2 of the S 1/2 of said SE 1/4 a distance of 2649.25 more or less to the west line of said SE 1/4; thence south along the west line of said SE 1/4 a distance of 602.5 feet more or less to the point of beginning. Generally located on the north side of Kellogg in an area west of the Turnpike interchange.

This development Plan has been submitted as required under the Community Unit Plan provisions of the ordinance, Section 28.04.190 of the Code of the City of Wichita. The Development Plan is on file in the office of the Planning Director, Room 402 City Building Annex, 104 South Main, Wichita, Kansas, and is available for public information and review.

The Development Plan on file proposes an 18.2 acre commercial development for a K-Mart Shopping Center. Included in the Development Plan is information concerning building setbacks, maximum ground coverage by structures, maximum gross floor area, maximum height limitations, location of ingress and egress, off-street parking and provisions for solving the drainage problems on the property.

This hearing is to be held as provided in Section 28.04.190 of the Code of the City of Wichita and the same will there be discussed and considered by the said Wichita-Sedgwick County Metropolitan Area Planning Commission. Those persons interested in this matter will be heard at that time.

WITNESS MY HAND AND SEAL this 21st day of February, 1966.

(SEAL)

C. Bickley Foster, Secretary  
Wichita-Sedgwick County Metro-  
politan Area Planning Commission

February 16, 1966

Mr. Lawrence Curfman, Attorney  
830 First National Bank Building  
Wichita, Kansas

Dear Mr. Curfman:

Subject: DP-15 - K-Mart Preliminary  
Development Plan

We have reviewed the Preliminary Development Plan which you submitted for your client relative to the Community Unit Plan Development for the area generally located on the north side of U.S. 54 in an area west of Webb Road. The following are comments relative to the various segments of the CUP as indicated in the proposed Preliminary Development Plan.

Parcels

On the Preliminary Development Plan, you have shown the location of the proposed structure and off-street parking on this site; however, the actual form of the proposed buildings and parking need not be shown. It is necessary to show, through use of set-back lines or other means of delineation, that area in which the buildings will be located. On the Development Plan you have shown a large building which will consist of a major portion of the shopping center uses, and an area indicated as Tract C to be located adjacent to the east property line. Consequently, I would suggest that this development plan be divided either into one or two separate parcels with required information for each parcel.

It shall also be necessary that the following information be provided for each separate parcel shown on the development plan. The information which must be provided for each parcel is as follows:

Page 2 - Lawrence Curfman  
February 16, 1966

1. Total area of the parcel
2. Maximum building coverage for each parcel
3. Maximum gross floor area
4. Building setback lines
5. Maximum building height
6. Parking ratio
7. Proposed general uses

It is suggested that all of this information for each separate parcel be indicated in a box on one side of the development plan.

General Provisions

On the development plan there should be a box set up for general provisions relating to the following information:

1. Sign Control. It should be indicated that signs along U.S. 54 shall not exceed 30 feet in height and shall be placed so as not to project over any public right of way. It should also be noted that no signs shall be permitted adjacent to the north, east and west property lines.
2. Curb Cuts. On the development plan you have shown the location of the proposed relocated access to U.S. 54, however, the exact location of the approved access point should be shown. It should be noted under General Provisions that the maximum number of access points along U.S. 54 shall not exceed one.
3. Drainage. The drainage dedication as indicated on the preliminary plat should also be indicated on the development plan.
4. Gross Land Area. It should be noted under General Provisions the gross land area and total acreage involved in the proposed development.
5. Maximum Land Coverage by Buildings. It should be noted under General Provisions that the maximum land coverage by buildings will not exceed 30% of the total site.

Page 3 - Lawrence Curfman  
February 16, 1966

6. **Screening.** Under Section 28.04.190.8.b of the Community Unit Plan provisions, it is provided that low shrubbery not less than 10 feet in width shall be provided on the perimeter of the planned commercial development when such area is adjacent to an "A", "AA", "RB" or "B" District and when separated by a street. Consequently, a 10-foot planting strip will be required and should be indicated along the south property line, except for area of ingress and egress.

Section 28.04.190.8.a provides that a 5 to 8-foot solid wall shall be constructed along any property line which abuts an "A", "AA", "RB" or "B" District and when not separated by a public street. Consequently, a 5 to 8-foot solid wall will be required adjacent to the north, east and west property lines.

It should be noted that if any waivers are requested under section 28.04.190.8.9, these requests should be listed under the General Provisions section of the preliminary development plan, and the applicant should submit a written request in the form of a letter outlining whatever waivers are requested.

These are most of the problems which we can foresee at this time as related to the various segments of the preliminary development plan. I hope that the comments we have made will be beneficial to you in making changes on the preliminary development plan.

Both the application for zoning and for Community Unit Plan has been advertised for public hearing for the meeting on March 17, 1966. I would suggest that you resubmit 3 copies of the development plan meeting the requirements of the ordinance, for our comments prior to final design, when 12 copies are necessary for mail out to the Planning Commission. The 12 copies should be submitted no later than March 7, 1966, so send us the 3 copies as soon as possible.

If, after you have reviewed these comments, you should have any questions, we will be glad to discuss this matter with you at your convenience.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:ber  
Enclosure

cc: Russ A. White  
Gladys H.G. Wiedemann & The Fourth National Bank & Trust Co.

APPLICATION FOR COMMUNITY UNIT PLAN  
(PLANNED RESIDENTIAL OR COMMERCIAL DEVELOPMENT)  
FOR PROPERTY LOCATED WITHIN THE LIMITS OF THE  
CITY OF WICHITA, KANSAS

This is an application for a Community Unit Plan - Planned Development. The form must be completed and filed at the Planning Department, Room 402, City Building Annex, 104 South Main, Wichita, Kansas, in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

- I. Name of applicant or applicants and/or their agent or agents.  
Gladys H. G. Wiedemann and the Fourth National Bank & Trust Co.
- a. Applicant Wichita, Trustees, K.T. Wiedemann Trust  
c/o Weigand, Curfman, Brainerd, Harris & Kaufman  
Address Suite 830 First National Bank Bldg. Phone AM-4-1376  
Wichita, Kansas  
Agent Weigand, Curfman, Brainerd, Harris & Kaufman  
Suite 830 First National Bank Bldg.  
Address Wichita, Kansas Phone AM-4-1376
- b. Applicant N/A  
Address N/A Phone N/A  
Agent N/A  
Address N/A Phone N/A
- c. Applicant N/A  
Address N/A Phone N/A  
Agent N/A  
Address N/A Phone N/A

(Use separate sheet if necessary for names of additional applicants)

- II.A The applicant hereby requests Community Unit Plan approval on property zoned AA and legally described as Lot(s) N/A, Block(s) N/A, Addition. N/A  
(If appropriate, metes and bounds description may be provided in the space below or on an attached sheet.) SEE ATTACHED METES & BOUNDS DESCRIPTION

- II.B There are 18.2 acres (round to nearest tenth) in the above described property.

III. This property is located at (address) N/A.

The general location is (use appropriate section)

a. at the N/A corner of N/A  
and N/A; or

b. on the North side of E. Kellogg (Ave.,  
abutting the west and north R/W lines of the  
Street) ~~between~~ ~~\_\_\_\_\_~~ and  
Kansas Turnpike Authority and \_\_\_\_\_ extending, 72.59 feet wide, to Webb Rd.  
~~(\_\_\_\_\_ Street)~~ on the east.

IV. I (we), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (we) realize that this application cannot be processed unless it is completely filled in and accompanied by a current abstractor's certificate as required in the instruction sheet.

WITNESSES:  
By [Signature] Authorized Agent (if any)  
By [Signature] <sup>Fourth National Bank & Trust Co., Wichita, Kans.</sup>  
Senior Vice President & Trust Officer  
Authorized Agent (if any)

By \_\_\_\_\_ Authorized Agent (if any)  
By \_\_\_\_\_ Authorized Agent (if any)

V. OFFICE USE ONLY

This application was received at the Planning Department at  
4:45 (AM, PM) on 2-3-66 (Day, Month,  
Year). It has been checked and found to be complete and accom-  
panied by required documents and the appropriate fee of  
\$ none.

Robert A. Lakin Name  
Title

A tract in the S 1/2 of the S 1/2 of the SE 1/4 of Sec. 20, Twp. 27-S, R-2-E, described as beginning at the intersection of the west line of said SE 1/4 with the north right of way line of U. S. Highway 54 (as condemned in Case A-17549 (A), said point being 61.2 feet north of the S. W. corner of said SE 1/4; thence east along said Highway right of way, 61.2 feet north of and parallel with the south line of said SE 1/4, a distance of 1187.23 feet to a point 1462.25 feet west of the east line of said SE 1/4 and the westerly right of way line of the Kansas Turnpike Association (condemned in Case A-55770, Tract No. 8-77); thence northeasterly with an angle to the left of 74 Deg. 55' 30" and along said K. T. A. right of way, 549.21 feet; thence with an angle to the right of 104 Deg. 57' 34", 1277.33 feet more or less, to a point 40 feet west of the east line of said SE 1/4 and the west right of way of Webb Road; thence north along west right of way of Webb Road, 40 feet west of and parallel with east line of said SE 1/4, a distance of 72.59 feet more or less to a point 664.5 feet north of the south line of said SE 1/4; thence west along the north line of the S 1/2 of the S 1/2 of said SE 1/4 a distance of 2649.25 more or less to the west line of said SE 1/4; thence south along the west line of said SE 1/4 a distance of 602.5 feet more or less to the point of beginning.

\*

This DP File  
Has a Large Drawing  
On 35mm Microfilm.

Roll # 1

\*