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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. April 15, 2014

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 8, 2014

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**VICE MAYOR OATH OF OFFICE**

- Presentation to outgoing Vice Mayor Pete Meitzner
- Swearing in of New Vice Mayor Jeff Blubaugh  
(Oath of Office administered by Judge Jennifer Jones)
- Comments from Mayor and City Council Members

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
Segan, Baylee, Ally and Jacob Day - Leukemia and Lymphoma Society  
Arbor Day  
Unsung Hero Day
- Service Awards:  
  
MaDonna Dobbins

## **I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Mike Burrus, Catholic Charities - Thank you to the City of Wichita for continued funding/support and the importance of focus on emergency shelter and women's services in the City's plan.

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## **II. CONSENT AGENDAS ITEMS 1 THROUGH 14)**

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)*

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## **COUNCIL BUSINESS**

### **III. UNFINISHED COUNCIL BUSINESS**

1. Agreement between Kansas Gas and Electric Company and City of Wichita for Relocation of Light Poles on North Amidon. (District VI)  
(Deferred April 8, 2014)

RECOMMENDED ACTION: Approve the agreement and authorize the Mayor to sign.

2. Repair or Removal of Dangers and Unsafe Structure, 1547 N. Burns. (District VI)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the costs incurred by MABCD, associated with the condemnation of this structure, be paid in full, as of April 15, 2014, or shortly thereafter; (2) the structure is maintained secure as of April 15, 2014 and is kept secured during renovation; (3) the premise is kept clean and free of debris as of April 15, 2014, and is so maintained during renovation; and (4) all structural and exterior repairs are completed within ninety (90) days of the publication of the resolution.

**IV. NEW COUNCIL BUSINESS**

1. Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports as of December 31, 2013.

RECOMMENDED ACTION: Receive and file the Wichita Employees' Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports as of December 31, 2013 as submitted, and approve the 2015 employer retirement fund contribution rates.

---

**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel for Council Member Pete Meitzner to attend The Jump Trading Simulation and Education Center in Peoria, IL, May 7-8, 2014. (All expenses will be covered)

RECOMMENDED ACTION: Approve the travel.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated April 14, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Troy Hendricks	Auburn Hills Golf Course**	443 South 135th West
Guillermo E Botello	El Tenampa**	3302 West Central
Roberto Beltran	Taco's Mexican Fast Food**	1930 East Pawnee
Miguel Reyes	Rositzeria Los Reyes**	512 West 21st
Roselia Tello-Rubio	Lalo's Express LLC**	2051 South Seneca
Miguel Reyes	Rostizeria Los Reyes**	512 West 21st North
Tom Monahan	MacDonald Municipal Golf Course**	840 North Yale
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Tammy T Quach	Phamily Express***	1203 East Pawnee Avenue
Andrea Lazenby	Wal-Mart #5855***	10550 West Central Avenue
Andrea Lazenby	Wal-Mart #3283***	10600 West 21 North

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

a. (NONE)

RECOMMENDED ACTION: Receive and file.

4. Design Services Agreements:

- a. Design Services Agreement for The Ranch Addition. (District II)
- b. Supplemental Design Agreement No. 1 for Improvements to Douglas, from Washington to Oliver. (Districts I and VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, February 26, 2014  
Transit Advisory Board, February 21, 2014  
Joint Investment Committee, March 6, 2014

RECOMMENDED ACTION: Receive and file.

6. Approval of Supplemental Trust Indenture No. 1- 2005 IRB, POET Ethanol, Inc. (District II)

RECOMMENDED ACTION: Adopt the Resolution authorizing the Supplemental Trust Indenture No. 1 and authorize necessary signatures.

7. City of Wichita Employees' Deferred Compensation Plan, Great-West Agreements for Recordkeeping and Communication Services.

RECOMMENDED ACTION: Approve the agreements and authorize the necessary signatures.

8. Eminent Domain Appeal Settlement. (District IV)

RECOMMENDED ACTION: Authorize the settlement of \$380,000.

9. First Amendment and Partial Release of Health Care Facility Revenue Bonds, Via Christi Health, Inc. (District V)

RECOMMENDED ACTION: Place on first reading the ordinance to approve the amendments of the Lease and Indenture, the Quit Claim deed conveying the land, the Partial Release of Lease and authorize necessary signatures.

10. Resolution Ordering a Public Hearing for Order in of Sanitary Sewer Improvements for the 3700 and 3800 Blocks of South Broadway. (District III)

RECOMMENDED ACTION: Adopt the resolution to set the May 6, 2014 public hearing date and authorize the necessary signatures.

11. SAFER Grant Program.

RECOMMENDED ACTION: Authorize acceptance for the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant and approve the six firefighter positions.

12. Sale of City Property at the Southwest Corner of North Hillside and 13th Street. (District I)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

13. Sidewalk Repair and Cleaning Assessment Program. (Districts I, II and III)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Second Reading Ordinances: (First Read April 8, 2014)
  - a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Agreement between Kansas Gas and Electric Company and City of Wichita for Relocation of Light Poles on North Amidon (District VI)

**INITIATED BY:** Department of Law/City Manager's Office

**AGENDA:** Unfinished Business

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**Recommendation:** Approve the agreement with Kansas Gas and Electric Company.

**Background:** Kansas Gas and Electric Company d/b/a Westar Energy has requested financial assistance from the City for the costs to relocate light poles on Amidon Road from approximately 25<sup>th</sup> Street North to 29<sup>th</sup> Street North. This area of Amidon is being widened to assist with traffic flow. The total costs for relocation of the poles are approximately \$1.6 million dollars. The poles were relocated previously, at Westar's (Kansas Gas and Electric) expense, in 1964, from a private easement into a right of way at the City's request. Based on these previous expenditures, Westar has requested that the City assist with current relocation costs caused by the redevelopment of Amidon.

Following substantial negotiations, a resolution is proposed wherein the City will contribute a portion of the relocation costs.

On August 24, 2010, the City Council approved \$470,000 for design of improvements to Amidon between 21<sup>st</sup> and 29<sup>th</sup> Street. An additional \$300,000 was approved for right of way acquisition on March 20, 2013. Later, on November 5, 2013, an additional \$1 million was approved for utility relocation and right of way acquisition.

**Analysis:** The proposed agreement authorizes Westar to provide the labor, equipment, materials and supplies necessary to modify or relocate the light poles. In exchange for the poles relocation, the City will reimburse Westar for 35% of the relocation costs; in an amount not exceed \$595,000. The City will not reimburse Westar for any private easement purchases, required by the relocation of the poles.

**Financial Considerations:** The agreement is for an amount not to exceed \$595,000. Funding is available in the Amidon 21<sup>st</sup> – 29<sup>th</sup> Capital Project budget.

**Legal Considerations:** The Law Department has drafted and approved the agreement as to form.

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

**Attachments:** Agreement.

**SETTLEMENT AGREEMENT  
BETWEEN  
KANSAS GAS AND ELECTRIC COMPANY  
AND  
CITY OF WICHITA**

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between City of Wichita, Kansas ("City") and Kansas Gas and Electric Company, a Kansas corporation, d/b/a Westar Energy ("Company"). City and Company each may also be referred to individually as "Party" or collectively as "Parties."

WHEREAS, City is engaged in a street widening project on Amidon Avenue in Wichita, Kansas, from 25<sup>th</sup> street to 29<sup>th</sup> street North, Wichita, Sedgwick County, Kansas ("Project").

WHEREAS, Company has an existing 69 kV transmission line that will need to be relocated to the east as a result of this street widening project.

WHEREAS, Company has a contract with City. Applicable terms of that Contract state that Company is required to bear the costs of any relocation of transmission lines. City and Company have negotiated an arrangement whereby Company will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Amidon Avenue 69 kV Project:** Company was advised by City regarding the street widening Project of Amidon Avenue from 25<sup>th</sup> Street North to 29<sup>th</sup> Street North, Wichita, Sedgwick County, Kansas. Company has an existing 69 kV transmission line that will need to be relocated to the east as a result of this street widening project. Company is purchasing private easements for the line relocate.
2. Parties agree that City's cost for the transmission line modification/relocation is not to exceed \$595,000 (CITY COST), unless there are agreed upon change orders between the City and Company. When the transmission line modification/relocation is complete, Company shall submit to City an invoice for 35% of the final modification/relocation costs. Company shall provide City with a detailed explanation of its costs. Any purchases of private easements by Company shall not be included in the City Cost, as City shall not compensate Company for any private easement purchases.
3. Company acknowledges the importance of this project and agrees to use commercially reasonable efforts to begin work on the line in January 2014, and have the modification/relocation complete on or before April 30, 2014. However, Company may



City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structure  
1547 N Burns (District VI)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Unfinished Business

-----

**Recommendations:** Take appropriate action based on information received during the review hearing to consider condemnation and removal of the dangerous and unsafe structure at 1547 N Burns.

**Background:** On October 8, 2013, the City Council conducted a hearing to consider condemnation, demolition and removal of the vacant single family house at 1547 N Burns.

At the hearing, the City Council voted to adopt the Board of Building Code Standards and Appeals recommendation to demolish the structure.

An asbestos survey was done at a cost of \$410, which identified significant, regulated asbestos. The asbestos was removed by the City's contracted asbestos abatement contractor, at a cost of \$5,175. A contract has been let to one of the City's contracted demolition contractors to demolish the structure. The City sewer has been sealed and the gas line disconnected.

**Analysis:** The property was recently foreclosed and conveyed to the VA, which has listed it for sale. There is a contract pending on the property, and the prospective buyer wishes to save the structure and renovate it. Staff has been contacted with a request to stop the demolition. We are returning the property to the City Council to reconsider the original resolution.

MABCD has incurred costs for asbestos survey, asbestos removal and administrative costs in the total amount of \$6,085. The demolition contractor has incurred costs for gas disconnect and sewer seal-off. Staff has not yet received invoices for those costs, but based on previous similar cases, it is estimated that an additional \$775.27 will be incurred to cover these costs.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Legal Considerations:** Legal has approved the notification of this hearing as to form.

**Recommendations/Actions:** It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the costs incurred by MABCD, associated with the condemnation of this structure, be paid in full, as of April 15, 2014, or shortly thereafter; (2) the structure is maintained secure as of April 15, 2014 and is kept secured during renovation; (3) the premise is kept clean and free of debris as of April 15, 2014, and is so maintained during renovation; and (4) all structural and exterior repairs are completed within ninety (90) days of the publication of the resolution.

If any of the above conditions are not met, the Metropolitan Area Building and Construction Department will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official City paper and advise the owners of these findings.

**Attachments:** None

**City of Wichita  
City Council Meeting  
April 15, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports as of December 31, 2013

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

---

**Recommendations:** Receive and file the actuarial reports and approve the 2015 employer contribution rates.

**Background:** The Board of Trustees for both the Wichita Employees' Retirement (WER) System and the Police and Fire (P&F) Retirement System employ Cavanaugh Macdonald Consulting, LLC to serve as technical advisor/consultant, supplying the Boards with required actuarial services and information pertaining to the retirement systems. The actuary recommends the mortality, interest rates, and other required actuarial tables; prepares an annual valuation of assets and liabilities; makes an annual determination of the amount of contributions necessary to meet requirements for annuities and benefits, certifying the results to the Boards; and reviews the operating experience of the retirement systems as an evaluation of the adequacy of the recommended actuarial standards.

**Analysis:** The funding objective of the WER and P&F Retirement Systems is to establish and receive contributions, expressed as percents of active member pensionable payroll, which will remain approximately level from year to year, minimizing increases for future generations of citizens. This funding objective should be attainable, as long as the benefits and the demographic make-up of members does not change materially, and actuarial assumptions are realized. The retirement systems are supported by: (1) member contributions; (2) City contributions; and (3) investment income from the retirement systems' assets. Key results of the actuarial valuations are summarized below.

1. The actuary's valuations state that for the fiscal year beginning January 1, 2015, the City's required contribution to the defined benefit plans in the WER System is 12.2% and the required contribution to the P&F System is 21.3%. Contribution rates are stated as a percent of active member pensionable payroll. These rates are based on the benefit provisions and active member contribution rates in effect on December 31, 2013. The City's required contribution to Plan 3, the defined contribution plan in the WER System, is 4.7%.
2. The funded ratios (liabilities covered by assets) and employer (City) contribution rates for the WER and P&F Retirement Systems over the past five (5) years are shown below:

Wichita Employees' Retirement System

<u>Period</u> <u>Ending 12/31</u>	<u>Budget</u> <u>Year</u>	<u>Funded</u> <u>Ratio</u>	<u>Employer</u> <u>Contribution Rate</u>
2009	2011	96.3%	10.2%
2010	2012	95.5%	10.6%
2011	2013	92.5%	12.6%
2012	2014	91.0%	13.2%
2013	2015	93.1%	12.2%

Police and Fire Retirement System

<u>Period</u> <u>Ending 12/31</u>	<u>Budget</u> <u>Year</u>	<u>Funded</u> <u>Ratio</u>	<u>Employer</u> <u>Contribution Rate</u>
2009	2011	92.4%	22.0%
2010	2012	92.7%	22.0%
2011	2013	90.8%	22.8%
2012	2014	90.5%	22.4%
2013	2015	92.5%	21.3%

3. In summary, the actuary's reports reflect that the aggregate experience of the retirement systems during the 12 months ended December 31, 2013, resulted in a net gain for WER and P&F, due mainly to the positive investment experience. The actual market value return for 2013 was 19.6%. This positive investment experience in 2013 eliminated the prior deferred losses from 2008 and 2011 and resulted in a net deferred gain in each system. This, in turn, resulted in a decrease in the City's required contribution rates for 2015 for both WER and P&F.

**Financial Considerations:** In conjunction with the actuary's recommendation and in keeping with the City's current policy of maintaining level contribution rates, the City's contribution rates, expressed as a percent of active member pensionable payroll, are decreased from 13.2% to 12.2% for WER, and decreased from 22.4% to 21.3% for P&F for the fiscal year 2015.

**Legal Considerations:** Under the ordinances creating the two pension systems, the City is required to make the actuarially required contributions to the retirement systems.

**Recommendation/Actions:** It is recommended that the City Council receive and file the Wichita Employees' Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports as of December 31, 2013 as submitted, and approve the 2015 employer retirement fund contribution rates.

**Attachments:** Wichita Employees' Retirement System Actuarial Valuation as of December 31, 2013 and Police and Fire Retirement System of Wichita, Kansas, Actuarial Valuation as of December 31, 2013.



**Cavanaugh Macdonald**  
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*The experience and dedication you deserve*

## **Wichita Employees' Retirement System**

**Actuarial Valuation as of December 31, 2013**



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# Cavanaugh Macdonald

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March 26, 2014

The Board of Trustees  
Wichita Employees' Retirement System  
City Hall, 12<sup>th</sup> Floor  
455 N. Main Street  
Wichita, KS 67202

Dear Members of the Board:

In accordance with your request, we have completed an actuarial valuation of the Wichita Employees' Retirement System as of December 31, 2013. The major findings of the valuation are contained in this report, including the contribution rate for fiscal year 2015. The plan provisions, actuarial assumptions, and actuarial methods are the same as the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some in writing) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data, and financial information. We found this information to be reasonably consistent and comparable with information for the last valuation. The valuation results depend on the integrity of the data provided. If any of this information is inaccurate or incomplete, our valuation results may be different and our calculation may need to be revised.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the System's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25, 27, and 50 are for purposes of fulfilling financial accounting requirements. The computations prepared for these two purposes may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the System's funding requirements and goals, and of GASB Statements No. 25, 27, and 50. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

3906 Raynor Pkwy, Suite 106, Bellevue, NE 68123

Phone (402) 905-4461 • Fax (402) 905-4464

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The consultants who worked on this assignment are pension actuaries. CMC's advice is not intended to be a substitute for qualified legal or accounting counsel.

This is to certify that the independent consulting actuaries are members of the American Academy of Actuaries and have experience in performing valuations for public retirement plans, that the valuation was prepared in accordance with principles of practice prescribed by the Actuarial Standards Board, and that the actuarial calculations were performed by qualified actuaries in accordance with accepted actuarial procedures, based on the current provisions of the retirement plan and on actuarial assumptions that are internally consistent and reasonably based on the actual experience of the System. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as indicated in Appendix C.

We respectfully submit the following report and look forward to discussing it with you.

Sincerely,

A handwritten signature in blue ink that reads "Patrice Beckham". The signature is written in a cursive style.

Patrice A. Beckham, FSA, EA, FCA, MAAA  
Principal and Consulting Actuary

A handwritten signature in blue ink that reads "Brent A. Banister". The signature is written in a cursive style.

Brent A. Banister, PhD, FSA, EA, FCA, MAAA  
Chief Pension Actuary



## SECTION I: EXECUTIVE SUMMARY

---

This report presents the results of the December 31, 2013 actuarial valuation of the Wichita Employees' Retirement System. The primary purposes of performing a valuation are to:

- estimate the liabilities for the benefits provided by the System;
- determine the employer contribution rates required to fund the System on an actuarial basis;
- disclose certain asset and liability measures as of the valuation date;
- monitor any deviation between actual plan experience and experience projected by the actuarial assumptions, so that recommendations for assumption changes can be made when appropriate; and
- analyze and report on any significant trends in contributions, assets and liabilities over the past several years.

There have been no changes in the benefit provisions, actuarial assumptions, or actuarial methods from the last valuation.

The System had an unfunded actuarial liability of \$51.5 million in the December 31, 2012 valuation, which has decreased to \$40.2 million in the December 31, 2013 valuation. A detailed analysis of the change in the unfunded actuarial liability from December 31, 2012 to December 31, 2013 is shown on page 3. The actuarial valuation results provide a “snapshot” view of the System’s financial condition on December 31, 2013. The valuation results reflect net favorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was lower than expected based on the actuarial assumptions used in the December 31, 2012 actuarial valuation. Favorable experience on the actuarial value of assets resulted in an actuarial gain of \$7.4 million and experience on liabilities resulted in a gain of \$4.2 million for an overall actuarial gain of \$11.6 million.

The System uses an asset smoothing method in the valuation process. As a result, the System’s funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Due to deferred investment losses and the smoothing process, the return on the actuarial value of assets in 2013 was 9.2%, despite a return on a market value basis of 19.6%. Because the investment return on the actuarial value of assets was greater than the actuarially assumed rate of return of 7.75%, an actuarial gain on assets occurred. Due to the high return on the market value of assets, the \$26 million deferred (unrecognized) investment loss in the December 31, 2012 valuation has been eliminated, and there is now a \$22 million deferred investment gain in the December 31, 2013 valuation. Actual returns over the next few years will determine if and when the \$22 million of deferred investment gain is recognized. For example, a return of 3.5% on the market value of assets in 2014 would totally eliminate the deferred investment gain, but still result in a return of 7.75% on the actuarial value of assets.

In the following pages, changes in the assets, liabilities, and contributions of the System over the last year are discussed in more detail.



**SECTION I: EXECUTIVE SUMMARY**

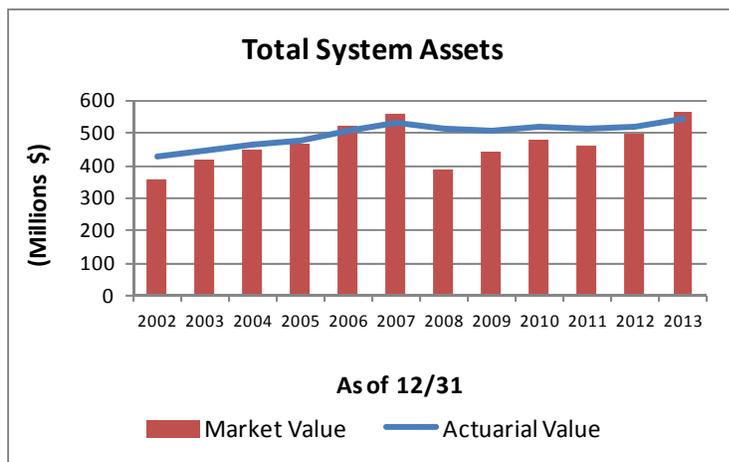
**ASSETS**

As of December 31, 2013, the System had total assets of \$564.2 million when measured on a market value basis. This was an increase of \$69.5 million from the December 31, 2012 figure of \$494.7 million. The market value of assets is not used directly in the calculation of the City’s contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the “actuarial value of assets”. The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 14 for a detailed development of the actuarial value of assets. The rate of return on the actuarial value of assets was 9.2%. Due to a greater than expected rate of return on the market value of assets in 2013, the market value of assets exceeds the actuarial value and a deferred investment gain now exists.

The components of the change in the market and actuarial value of assets for the System (in millions) are set forth below:

	Market Value (\$M)	Actuarial Value (\$M)
Assets, December 31, 2012	\$494.7	\$520.3
- City and Member Contributions	12.2	12.2
- Benefit Payments, Refunds and Transfers	(37.1)	(37.1)
- Investment Income (net of expenses)	94.4	46.8
Assets, December 31, 2013	\$564.2	\$542.2

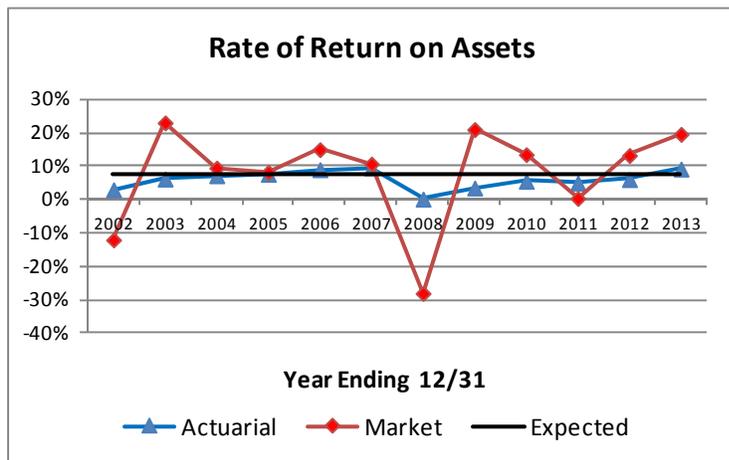
The unrecognized investment gain represents about 4% of the market value of assets. Unless offset by future investment losses or other unfavorable experience, the recognition of the \$22 million gain is expected to have a positive impact on the future funded ratio and actuarial contribution requirement. If the deferred gain was recognized immediately in the actuarial value of assets, the funded percentage would increase from 93% to 97% and the actuarially determined contribution rate for the City would decrease from 12.2% to 10.1% of payroll.



*The actuarial value of assets has both been greater than and less than the market value of assets during this period, which is expected when using a smoothing method.*



**SECTION I: EXECUTIVE SUMMARY**



*The rate of return on the actuarial value of assets has been less volatile than the market value return, which is the main reason for using an asset smoothing method.*

**LIABILITIES**

The actuarial liability is that portion of the present value of future benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and asset values at the same date is referred to as the unfunded actuarial liability (UAL), or (surplus) if the asset value exceeds the actuarial liability. The unfunded actuarial liability will be reduced if the employer’s contributions exceed the employer’s normal cost for the year, after allowing for interest earned on the previous balance of the unfunded actuarial liability. Benefit improvements, experience gains and losses, and changes in actuarial assumptions and procedures will also impact the total actuarial liability and the unfunded portion thereof.

The Actuarial Liability and Unfunded Actuarial Liability for the System as of December 31, 2013 are:

Actuarial Liability	\$582,385,829
Actuarial Value of Assets	<u>542,157,342</u>
Unfunded Actuarial Liability/(Surplus)	\$ 40,228,487

Between December 31, 2012 and December 31, 2013, the change in the unfunded actuarial liability for the System was as follows (in millions):

Change in Unfunded Actuarial Liability		(\$M)
UAL, December 31, 2012		\$51.5
+ Normal cost for year		8.6
+ Assumed investment return for year		4.3
- Actual contributions (member + city)		12.2
- Assumed investment return on contributions		0.4
= Expected Unfunded Actuarial Liability, December 31, 2013		51.8
+ Change from assumption changes		0.0
= Expected UAL after changes		51.8
Actual UAL, December 31, 2013		40.2
Experience gain/(loss): Expected UAL - Actual UAL		\$11.6

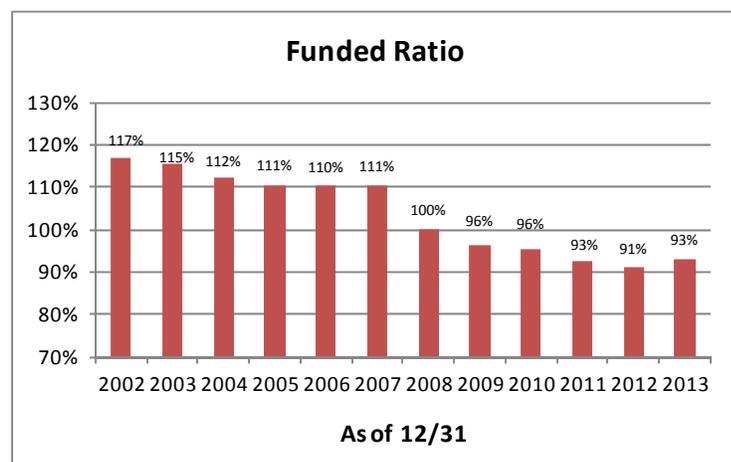


## SECTION I: EXECUTIVE SUMMARY

The experience gain for the 2013 plan year of \$11.6 million reflects the combined impact of an actuarial gain of about \$7.4 million on System assets (actuarial value), and an actuarial gain of about \$4.2 million on System liabilities, largely due to smaller salary increases than expected based on the actuarial assumptions.

Analysis of the unfunded actuarial liability strictly as a dollar amount can be misleading. Another way to evaluate the unfunded actuarial liability and the progress made in its funding is to track the funded status, the ratio of the actuarial value of assets to the actuarial liability. This information for recent years is shown below (in millions). Longer term historical information is shown in the graph following the chart.

	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013
Actuarial Liability (\$M)	\$529.3	\$540.4	\$555.2	\$571.8	\$582.4
Actuarial Value of Assets (\$M)	\$509.5	\$516.3	\$513.3	\$520.3	\$542.2
Funded Ratio (Actuarial Value)	96.3%	95.5%	92.5%	91.0%	93.1%
Funded Ratio (Market Value)	84.0%	88.9%	82.6%	86.5%	96.9%



*The funded ratio has declined over this period due to various reasons including benefit improvements, assumption changes and most significantly, investment experience. The deferred investment losses have been eliminated and a deferred gain now exists. Absent investment returns below the 7.75% assumption, the deferred gain will be recognized and the funded ratio will increase moving toward the market value percentage shown in the table above.*

As mentioned earlier in this report, due to the asset smoothing method there is currently about a \$22 million difference between the actuarial value and the market value of assets. To the extent there is not unfavorable investment experience to offset the deferred gain, the \$22 million deferred gain will be recognized in future years and the System’s funded status will improve. The System’s funded status will continue to be heavily dependent on future investment experience.

### CONTRIBUTION RATES

Generally, contributions to the System consist of:

- A “normal cost” for the portion of projected liabilities allocated to service of members during the year following the valuation date by the actuarial cost method, and
- An “unfunded actuarial liability or (surplus) contribution” for the excess of the portion of projected liabilities allocated to service to date over the actuarial value of assets.

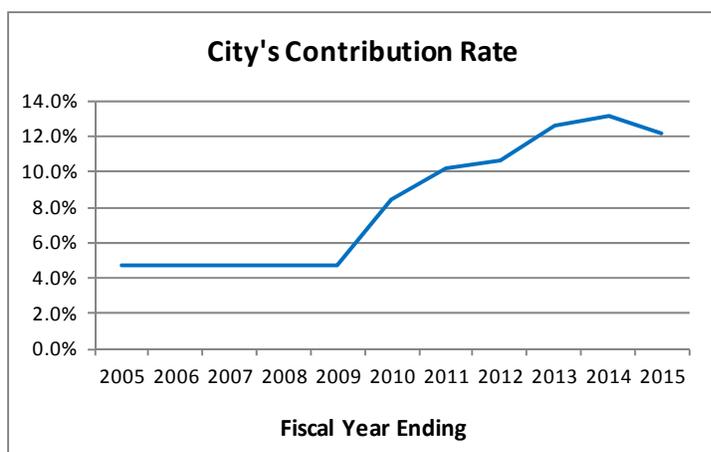


## SECTION I: EXECUTIVE SUMMARY

Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2015 is based on the December 31, 2013 actuarial valuation results.

As of December 31, 2013, the actuarial liability exceeds the actuarial value of assets so an unfunded actuarial liability (UAL) exists. When amortized over a rolling 20-year period, the resulting contribution is 3.9% of pay. The City's contribution rate is the sum of employer normal cost rate and the UAL amortization contribution. This valuation indicates the City's contribution should be 12.2% of pay (8.3% employer normal cost rate plus 3.9% UAL contribution).

A summary of the City's historical contribution rate for the System is shown below:



*The City's contribution rate is 13.2% and 12.2% for the Fiscal Year Ending 12/31/2014 and 12/31/2015, respectively.*

### COMMENTS

The System does not use the actual market value of assets in developing the actuarial contribution rate, but utilizes an asset valuation method to smooth out the peaks and valleys in investment returns from year to year. Under the asset valuation method, the actuarial value of assets is determined as 75% of the expected value (using the actuarial assumed rate of return) and 25% of the actual market value. The net return on the market value of assets for 2013 was 19.6% which eliminated the deferred investment losses that would otherwise have been recognized in the current valuation. Due to the strong return on market value of assets in 2013, the return on the actuarial value of assets was 9.2%. As a result, the System experienced an actuarial gain on assets of \$7.4 million. This gain and the actuarial gain on liabilities of \$4.2 million combined for a total actuarial gain of \$11.6 million.

The deferred investment gain (market value less actuarial value of assets) is \$22 million. Absent investment losses in future years, the deferred investment gain of \$22 million will eventually be reflected in the actuarial value of assets in future years. While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred investment experience. This is accomplished by comparing the key valuation results from the December 31, 2013 actuarial valuation using both the actuarial and market value of assets (see table on next page).



## SECTION I: EXECUTIVE SUMMARY

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	Using Actuarial Value of Assets	Using Market Value of Assets
Actuarial Liability	\$582,385,829	\$582,385,829
Asset Value	542,157,342	564,204,318
Unfunded Actuarial Liability	40,228,487	18,181,511
Funded Ratio	93.1%	96.9%
Normal Cost Rate	13.0%	13.0%
UAL Contribution Rate	<u>3.9%</u>	<u>1.8%</u>
Total Contribution Rate	16.9%	14.8%
Employee Contribution Rate	<u>(4.7%)</u>	<u>(4.7%)</u>
Employer Contribution Rate	12.2%	10.1%

The actuarial gain resulting from experience in 2013 lowered the City's contribution rate from 13.2% in the December 31, 2012 valuation to 12.2% in this valuation. The actuarial contribution rate to be paid by the City has been, and will continue to be, heavily impacted by investment returns from year to year. Despite the use of an asset smoothing method, actual returns that are significantly different from the 7.75% assumption tend to create volatility in the City's contribution rate.

**SECTION I: EXECUTIVE SUMMARY****SUMMARY OF PRINCIPAL RESULTS**

<b>1. PARTICIPANT DATA</b>	<u>12/31/2013</u> <u>Valuation</u>	<u>12/31/2012</u> <u>Valuation</u>	<u>%</u> <u>Change</u>
Number of:			
Active Members			
Plan 1	2	2	0.0%
Plan 2	927	928	(0.1)%
Plan 3 (excluding Plan 3b)	517	527	(1.9)%
Total	<u>1,446</u>	<u>1,457</u>	(0.8)%
DROP Members			
Plan 1	13	24	(45.8)%
Plan 2	30	22	36.4%
Total	<u>43</u>	<u>46</u>	(6.5)%
Retired Members and Beneficiaries	1,327	1,302	1.9%
Inactive Vested Members	<u>147</u>	<u>142</u>	3.5%
Total Members	2,963	2,947	0.5%
Annual Projected Payroll (Including DROP)			
Plan 1	\$ 940,816	\$ 1,535,362	(38.7)%
Plan 2	50,731,542	50,114,697	1.2%
Plan 3	21,198,908	21,347,008	(0.7)%
Total	<u>\$ 72,871,266</u>	<u>\$ 72,997,067</u>	(0.2)%
Annual Retirement Payments for Retired Members and Beneficiaries	\$ 34,794,864	\$ 33,472,332	4.0%
<b>2. ASSETS AND LIABILITIES</b>			
Total Actuarial Liability	\$ 582,385,829	\$ 571,805,455	1.9%
Market Value of Assets	564,204,318	494,708,674	14.0%
Actuarial Value of Assets	542,157,342	520,320,051	4.2%
Unfunded Actuarial Liability (UAL)	\$ 40,228,487	\$ 51,485,404	(21.9)%
Funded Ratio	93.1%	91.0%	2.3%
<b>3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL</b>			
Normal Cost	13.0%	12.9%	0.8%
Member Financed	<u>(4.7)%</u>	<u>(4.7)%</u>	0.0%
Employer Normal Cost	8.3%	8.2%	1.2%
Amortization of Unfunded Actuarial Liability or (Surplus)	<u>3.9%</u>	<u>5.0%</u>	(22.0)%
Employer Contribution Rate	12.2%	13.2%	(7.6)%



## SECTION II: SCOPE OF THE REPORT

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This report presents the actuarial valuation of the Wichita Employees' Retirement System as of December 31, 2013. This valuation was prepared at the request of the System's Board of Trustees. The report is based on plan provisions and actuarial assumptions that are unchanged from last year.

Please pay particular attention to our cover letter, where the guidelines employed in the preparation of this report are outlined. We also comment on the sources and reliability of both the data and the actuarial assumptions upon which our findings are based. Those comments are the basis for our certification that this report is complete and accurate to the best of our knowledge and belief.

A summary of the findings resulting from this valuation is presented in the previous section. Section 3 describes the assets and investment experience of the System. Sections 4 and 5 describe how the obligations of the System are to be met under the actuarial cost method in use. Section 6 includes the information required for the financial reporting standards established by the Governmental Accounting Standards Board (GASB).

This report includes several appendices:

- Appendix A Schedules of valuation data classified by various categories of members.
- Appendix B A summary of the current benefit structure, as determined by the provisions of governing law on the valuation date.
- Appendix C A summary of the actuarial methods and assumptions used to estimate liabilities and determine contribution rates.
- Appendix D A glossary of actuarial terms.



### **SECTION III: ASSETS**

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In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2013. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

#### **MARKET VALUE OF ASSETS**

The current market value represents the “snapshot” or “cash-out” value of System assets as of the valuation date. In addition, the market value of assets provides a basis for measuring investment performance from time to time. On December 31, 2013, the market value of assets for the System was \$564 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2013, and December 31, 2012, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2012 to December 31, 2013.

#### **ACTUARIAL VALUE OF ASSETS**

Neither the market value of assets, representing a “cash-out” value of System assets, nor the book values of assets, representing the cost of investments, may be the best measure of the System’s ongoing ability to meet its obligations.

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted for the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2013.



SECTION III: ASSETS

TABLE 1

Analysis of Net Assets at Market Value

	As of December 31, 2013		As of December 31, 2012	
	<u>Amount</u> <u>(\$ Millions)</u>	<u>% of</u> <u>Total</u>	<u>Amount</u> <u>(\$ Millions)</u>	<u>% of</u> <u>Total</u>
Cash and Equivalents	\$ 0.3	0.1%	\$ 0.2	0.0 %
Government Securities	33.2	6.1	35.2	7.3
Corporate Debt	40.6	7.4	43.4	9.0
Mortgage Backed Securities	34.7	6.3	37.8	7.9
Pooled Funds	101.9	18.6	81.4	17.0
Domestic Equity	206.0	37.6	163.8	34.1
International Equity	96.0	17.5	78.2	16.3
Real Estate	29.2	5.3	16.8	3.5
Timber	11.7	2.1	10.0	2.1
Commodities	0.0	0.0	11.8	2.5
Securities Lending Collateral Pool	38.5	7.0	29.6	6.2
Other	0.1	0.0	0.2	0.0
Receivables	11.5	2.1	11.0	2.3
Liabilities	(55.5)	(10.1)	(39.7)	(8.2)
<b>Total Plans 1 and 2</b>	<u>\$ 548.2</u>	<u>100.0%</u>	<u>\$ 479.7</u>	<u>100.0%</u>
<b><u>Plan 3 Assets</u></b>				
Members Electing to Stay in Plan 3 (3b)	\$ 5.9		\$ 4.6	
Other Plan 3 Members	16.0		15.0	
<b>Total Plan 3 Assets</b>	<u>21.9</u>		<u>19.6</u>	
<b>Net Assets (Plans 1, 2, 3, and 3b)</b>	\$ 570.1		\$ 499.3	

**SECTION III: ASSETS****TABLE 2****Summary of Changes in Net Assets  
During Year Ended December 31, 2013**

(Market Value)

	<u>Plans 1 &amp; 2</u>	<u>Plan 3*</u>	<u>Total</u>
1. Market Value of Assets as of December 31, 2012	\$ 479,661,059	\$ 15,047,615	\$ 494,708,674
2. Adjustment to Tie to Audited Financial Statements	\$ 3,985	\$ 3,416	\$ 7,401
3. Contributions:			
a. Members	\$ 2,304,481	\$ 949,420	\$ 3,253,901
b. City	7,990,502	949,633	8,940,135
c. Transfers	2,465,600	(3,145,506)	(679,906)
d. Total	\$ 12,760,583	\$ (1,246,453)	\$ 11,514,130
4. Investment Income:			
a. Interest and Dividends	\$ 13,442,278	\$ 408,391	\$ 13,850,669
b. Net Appreciation in Fair Value	81,029,934	2,421,036	83,450,970
c. Commission Recapture	15,430	469	15,899
d. Net Securities Lending Income	122,273	3,724	125,997
e. Total	\$ 94,609,915	\$ 2,833,620	\$ 97,443,535
5. Expenditures:			
a. Refunds of Member Contributions	\$ 570,712	\$ 459,632	\$ 1,030,344
b. Benefits Paid:			
(1) Pension and Death Benefits	32,723,034	0	32,723,034
(2) DROP Payments	2,650,766	0	2,650,766
c. Administrative Expenses	404,514	71,222	475,736
d. Investment Expenses	2,506,414	83,128	2,589,542
e. Total	\$ 38,855,440	\$ 613,982	\$ 39,469,422
6. Net Change [3(d) + 4(e) - 5(e)]	\$ 68,515,058	\$ 973,185	\$ 69,488,243
7. Market Value of Assets as of December 31, 2013 (1) + (2) + (6)	\$ 548,180,102	\$ 16,024,216	\$ 564,204,318

\* Excludes assets for Plan 3b members. The December 31, 2013 value of the assets for this group was \$5,902,760.



SECTION III: ASSETS

TABLE 3

Development of Actuarial Value of Assets  
as of December 31, 2013

	<u>Plans 1 &amp; 2</u>	<u>Plan 3*</u>	<u>Total</u>
1. Actuarial Value of Assets as of December 31, 2012	\$ 504,506,977	\$ 15,813,074	\$ 520,320,051
2. Actual Contributions/Disbursements			
a. Contributions	\$ 10,294,983	\$ 1,899,053	\$ 12,194,036
b. Transfers	2,465,600	(3,145,506)	(679,906)
c. Benefit Payments and Refunds	(35,944,512)	(459,632)	(36,404,144)
d. Net	\$ (23,183,929)	\$ (1,706,085)	\$ (24,890,014)
3. Expected Value of Assets as of December 31, 2013 [(1) * 1.0775] + [2(d) * (1.0775) <sup>-5</sup> ]	\$ 519,540,724	\$ 15,267,625	\$ 534,808,349
4. Market Value of Assets as of December 31, 2013	\$ 548,180,102	\$ 16,024,216	\$ 564,204,318
5. Difference Between Actual and Expected Values	\$ 28,639,378	\$ 756,591	\$ 29,395,969
6. Actuarial Value of Assets as of December 31, 2013 (3) + [(5) * 0.25]	\$ 526,700,569	\$ 15,456,773	\$ 542,157,342
7. Actuarial Value of Assets Divided by Market Value of Assets	96.1%	96.5%	96.1%
8. Market Value of Assets Less Actuarial Value of Assets	\$ 21,479,533	\$ 567,443	\$ 22,046,976

\* Excludes Plan 3b



## **SECTION IV: SYSTEM LIABILITIES**

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In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2013. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

Table 4 contains an analysis of the actuarial present value of all future benefits (PVFB) for contributing members, inactive members, retirees and their beneficiaries.

The liabilities summarized in Table 4 include the actuarial present value of all future benefits expected to be paid with respect to each member. For an active member, this value includes the measurement of both benefits already earned and future benefits to be earned. For all members, active and retired, the value extends over benefits earnable and payable for the rest of their lives and for the lives of the surviving beneficiaries.

All liabilities reflect the benefit provisions in place as of December 31, 2013.

### **ACTUARIAL LIABILITY**

A fundamental principle in financing the liabilities of a prefunded retirement program is that the cost of its benefits should be related to the period in which benefits are earned, rather than to the period of benefit distribution. An actuarial cost method is a mathematical technique that allocates the present value of future benefits into annual costs. In order to do this allocation, it is necessary for the funding method to “breakdown” the present value of future benefits into two components:

1. That which is attributable to the past and
2. That which is attributable to the future.

Actuarial terminology calls the part attributable to the past the “past service liability” or the “actuarial liability”. The portion allocated to the future is known as the present value of future normal costs, with the specific piece of it allocated to the current year being called the “normal cost”. Table 5 contains the calculation of actuarial liability to the System. The Entry Age Normal actuarial cost method is used to develop the actuarial liability.



TABLE 4

**Present Value of Future Benefits (PVFB)  
as of December 31, 2013**

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Total</u>
1. Active Employees				
a. Retirement Benefit	\$ 688,124	\$ 205,436,950	\$ 33,743,186	\$ 239,868,260
b. Pre-Retirement Death Benefit	0	3,339,959	855,900	4,195,859
c. Withdrawal Benefit	0	10,821,957	5,019,683	15,841,640
d. Disability Benefit	0	5,226,613	1,341,552	6,568,165
e. Total	\$ 688,124	\$ 224,825,479	\$ 40,960,321	\$ 266,473,924
2. DROP Members				
a. DROP Account Balance	\$ 2,832,448	\$ 1,157,006	\$ 0	\$ 3,989,454
b. Monthly Retirement Benefit	8,751,043	10,251,741	0	19,002,784
c. Total	\$ 11,583,491	\$ 11,408,747	\$ 0	\$ 22,992,238
3. Inactive Vested Members	\$ 0	\$ 25,272,938	\$ 0	\$ 25,272,938
4. In Pay Members				
a. Retirees	\$ 216,438,597	\$ 94,338,087	\$ 0	\$ 310,776,684
b. Disabled Members	1,423,599	2,014,030	0	3,437,629
c. Beneficiaries	16,863,368	5,873,415	0	22,736,783
d. Total	\$ 234,725,564	\$ 102,225,532	\$ 0	\$ 336,951,096
5. Total Present Value of Future Benefits 1(e) + 2(c) + (3) + 4(d)	\$ 246,997,179	\$ 363,732,696	\$ 40,960,321	\$ 651,690,196



TABLE 5

**Actuarial Liability  
as of December 31, 2013**

	<u>Plan 1</u>		<u>Plan 2</u>		<u>Plan 3</u>		<u>Total</u>
1. Active Employees							
a. Present Value of Future Benefits	\$ 688,124	\$	224,825,479	\$	40,960,321	\$	266,473,924
b. Present Value of Future Normal Costs	11,992		42,518,412		26,773,963		69,304,367
c. Actuarial Liability 1(a) - 1(b)	\$ 676,132	\$	182,307,067	\$	14,186,358	\$	197,169,557
2. DROP Members	\$ 11,583,491	\$	11,408,747	\$	0	\$	22,992,238
3. Inactive Vested Members	\$ 0	\$	25,272,938	\$	0	\$	25,272,938
4. In Pay Members							
a. Retirees	\$ 216,438,597	\$	94,338,087	\$	0	\$	310,776,684
b. Disabled Members	1,423,599		2,014,030		0		3,437,629
c. Beneficiaries	16,863,368		5,873,415		0		22,736,783
d. Total	\$ 234,725,564	\$	102,225,532	\$	0	\$	336,951,096
5. Reserve for Plan 3 Members	\$ 0	\$	0	\$	0	\$	0
6. Total Actuarial Liability 1(c) + (2) + (3) + 4(d) + (5)	\$ 246,985,187	\$	321,214,284	\$	14,186,358	\$	582,385,829



TABLE 6

**Present Value of Accrued Benefits  
as of December 31, 2013**

The present value of accrued benefits for the System reflects the benefits earned based on service, earnings, and the System provisions as of the valuation date. It also reflects the on-going nature of the System by using the same actuarial assumptions as are used for funding purposes. Further, because the System provides that the accrued benefits of deferred vested members are indexed until benefits begin, the present value of the accrued benefit liability for active members reflects this provision from the assumed termination of employment to the assumed benefit commencement date.

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Total</u>
1. Active Employees	\$ 688,124	\$ 126,933,503	\$ 6,614,361	\$ 134,235,988
2. DROP Members	\$ 11,583,491	\$ 11,408,747	\$ 0	\$ 22,992,238
3. Inactive Vested Members	\$ 0	\$ 25,272,938	\$ 0	\$ 25,272,938
4. In Pay Members				
a. Retirees	\$ 216,438,597	\$ 94,338,087	\$ 0	\$ 310,776,684
b. Disabled Members	1,423,599	2,014,030	0	3,437,629
c. Beneficiaries	16,863,368	5,873,415	0	22,736,783
d. Total	\$ 234,725,564	\$ 102,225,532	\$ 0	\$ 336,951,096
5. Total	\$ 246,997,179	\$ 265,840,720	\$ 6,614,361	\$ 519,452,260
6. Market Value of Assets*	\$ 268,551,031	\$ 289,038,926	\$ 6,614,361	\$ 564,204,318
7. Funded Ratio (6)/(5)	109%	109%	100%	109%

\* Split of assets between Plan 1 and Plan 2 is in proportion to the liabilities for illustrative purposes only.



## **SECTION V: EMPLOYER CONTRIBUTIONS**

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The previous two sections were devoted to a discussion of the assets and liabilities of the System. A comparison of Tables 3 and 4 indicates that current assets fall short of meeting the present value of future benefits (total liability). This is expected in all but a completely closed fund, where no further contributions are anticipated. In an active system, there will almost always be a difference between the actuarial value of assets and total liabilities. This deficiency has to be made up by future contributions and investment returns. An actuarial valuation sets out a schedule of future contributions that will deal with this deficiency in an orderly fashion.

The method used to determine the incidence of the contributions in various years is called the actuarial cost method. Under an actuarial cost method, the contributions required to meet the difference between current assets and current liabilities are allocated each year between two elements: (1) the normal cost rate and (2) the unfunded actuarial liability contribution rate.

The term “fully funded” is often applied to a system in which contributions at the normal cost rate are sufficient to pay for the benefits of existing employees as well as for those of new employees. More often than not, systems are not fully funded, either because of past benefit improvements that have not been completely funded or because of actuarial deficiencies that have occurred because experience has not been as favorable as anticipated. Under these circumstances, an unfunded actuarial liability (UAL) exists. Likewise, when the actuarial value of assets is greater than the actuarial liability, a surplus exists.

### **DESCRIPTION OF CONTRIBUTION RATE COMPONENTS**

The Entry Age Normal (EAN) actuarial cost method is used for the valuation. Under this method, the normal cost for each year from entry age to assumed exit age is a constant percentage of the member’s year by year projected compensation. The portion of the present value of future benefits not provided by the present value of future normal costs is the actuarial liability. The unfunded actuarial liability/(surplus) represents the difference between the actuarial liability and the actuarial value of assets as of the valuation date. The unfunded actuarial liability is calculated each year and reflects experience gains/(losses).

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2013 actuarial valuation will be used to determine employer contribution rates to the Wichita Employees’ Retirement System for fiscal year 2015. In this context, the term “contribution rate” means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2013, the valuation assets were less than the actuarial liability so an unfunded actuarial liability exists. The City’s funding policy is to amortize the UAL over a rolling 20-year period. The amortization of the UAL results in an employer contribution that is more than the employer normal cost rate.

### **CONTRIBUTION RATE SUMMARY**

In Table 7, the amortization payment related to the unfunded actuarial liability/(surplus), as of December 31, 2013, is developed. Table 8 develops the normal cost rate for the System. The derivation of the total contribution rate for the City is shown in Table 9. Table 10 shows the historical summary of the City’s contribution rates. Table 11 develops the experience gain/(loss) for the year ended December 31, 2013.

The rates shown in this report are based on the actuarial assumptions and cost methods described in Appendix C.



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 7**

**Derivation of Unfunded Actuarial Liability Contribution Rate**

1. Actuarial Accrued Liability	\$	582,385,829
2. Actuarial Value of Assets	\$	542,157,342
3. Unfunded Actuarial Liability (UAL)	\$	40,228,487
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years*	\$	2,863,108
5. Total Projected Payroll for the Year	\$	72,871,266
6. Amortization Payment as a Percent of Payroll		3.9%

\* The UAL is amortized as a level percent of payroll over a rolling 20-year period.



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 8**

**Derivation of Normal Cost Rate**

Normal Cost for Year End December 31, 2013	
Service pensions	\$ 6,685,094
Disability pensions	275,452
Survivor Pensions	194,565
Termination Benefits	<u>1,456,488</u>
Total Normal Cost	\$ 8,611,599
Expected Payroll in 2014 for Current Actives	\$ 66,386,071
Total Normal Cost Rate for Year	13.0%



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 9**

**Employer Contribution Rates  
for Fiscal Year Commencing in 2015**

	<b>Contribution Requirement as a % of Payroll</b>
Normal Cost	
Service pensions	10.1%
Disability pensions	0.4%
Survivor pensions	0.3%
Termination pensions	2.2%
Total Normal Cost	<u>13.0%</u>
Unfunded Actuarial Liability	
Retired members and beneficiaries <sup>(1)</sup>	0.0%
Active and former members <sup>(2)</sup>	3.9%
Total UAL Contribution	<u>3.9%</u>
Total Contribution Requirement	
Member Financed Portion <sup>(3)</sup>	4.7%
City Financed Portion	<u>12.2%</u>
Total	<u>16.9%</u>

<sup>(1)</sup> Actuarial accrued liability for retired members and beneficiaries was fully funded as of December 31, 2013.

<sup>(2)</sup> The excess of the actuarial liability over actuarial value of assets is amortized as a level percent of active member payroll over a rolling 20-year period.

<sup>(3)</sup> The weighted average of member contribution rates: 6.4% for Plan 1 and 4.7% for Plans 2 & 3.



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 10**

**Historical Summary of City Contribution Rates**

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2013, the actuarial value of assets is less than actuarial liabilities resulting in an unfunded actuarial liability (UAL). The UAL is amortized over a rolling 20-year period.

<b>Valuation Date</b>	<b>Fiscal Year</b>	<b>City Contributions as Percents of Active Member Pensionable Payroll</b>	
		<b>Funding Objective</b>	<b>Amortization (Credit)/Payment</b>
11/30/1992	1994	9.5%	0.0%
11/30/1993	1995	9.5	0.0
11/30/1994	1996	9.4	0.0
12/31/1995	1997	9.0	0.0
12/31/1996	1998	6.9 - 8.4	(1.5)
12/31/1997	1999	4.6 - 8.5	(3.9)
12/31/1998	2000	0.8 - 8.3	(7.5)
12/31/1999	2001	2.5 - 9.8	(7.3)
12/31/2000	2002	0.5 - 9.7	(9.2)
12/31/2001	2003	1.9 - 9.4	(7.5)
12/31/2002	2004	2.7 - 8.8	(6.1)
12/31/2003	2005	3.1 - 8.9	(5.8)
12/31/2004	2006	3.5 - 8.2	(4.7)
12/31/2005	2007	3.9 - 8.2	(4.3)
12/31/2006	2008	4.2 - 8.3	(4.1)
12/31/2007	2009	4.2 - 8.4	(4.2)
12/31/2008	2010	8.4	0.0
12/31/2009	2011	10.2	1.7
12/31/2010	2012	10.6	2.1
12/31/2011	2013	12.6	4.1
12/31/2012	2014	13.2	5.0
12/31/2013	2015	12.2	3.9



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 11**  
**Derivation of System Experience Gain/(Loss)**

	<b>(\$M)</b> <b>Year Ended</b> <b><u>12/31/2013</u></b>
(1) UAL* at start of year	\$ 51.5
(2) + Normal cost for year	8.6
(3) + Assumed investment return on (1) and (2)	4.3
(4) - Actual contributions (member + City)	12.2
(5) - Assumed investment return on (4)	0.4
(6) = Expected UAL at end of year	51.8
(7) + Increase (decrease) from assumption changes	0.0
(8) = Expected UAL after changes	51.8
(9) = Actual UAL at year end	40.2
(10) = Experience gain/(loss) (8) - (9)	\$11.6**
(11) = Percent of beginning of year AL	2.0%

\* Unfunded actuarial liability/(surplus)

\*\* Of this amount, \$7.4 million of the experience gain is due to an experience gain on the actuarial value of assets and \$4.2 million represents an experience gain on liabilities.



## SECTION VI: ACCOUNTING INFORMATION

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The actuarial liability is a measure intended to help the reader assess (i) a retirement system's funded status on an on-going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the Entry Age Normal actuarial cost method. Assumptions, including projected pay increases, were the same as used to determine the System's level percent of payroll annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The preceding methods comply with the financial reporting standards established by the Governmental Accounting Standards Board.

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the System as of December 31, 2013. Significant actuarial assumptions used in determining the actuarial liability include:

- (a) A rate of return on the investment of present and future assets of 7.75% per year compounded annually,
- (b) Projected salary increases of 4.00% per year compounded annually, (3.50% attributable to inflation, and 0.50% attributable to productivity),
- (c) Additional projected salary increases of 0.25% to 3.20% per year attributable to seniority/merit, and
- (d) The assumption that benefits will increase 3.00% per year of retirement, non-compounded, for Plan 1 members and 2.00% per year of retirement, non-compounded, for Plan 2 members.

### Actuarial Liability:

Active members	\$ 197,169,557
DROP members	22,992,238
Retired members and beneficiaries currently receiving benefits	336,951,096
Vested terminated members not yet receiving benefits	<u>25,272,938</u>
Total Actuarial Liability	\$ 582,385,829
Actuarial Value of Assets (market value was \$564,204,318)	\$ 542,157,342
Unfunded Actuarial Liability	\$ 40,228,487

During the year ended December 31, 2013, the System experienced a net increase of \$11 million in the actuarial liability.



**SECTION VI: ACCOUNTING INFORMATION**

**TABLE 12**

**Required Supplementary Information  
Schedule of Funding Progress**

<b>Actuarial Valuation Date</b>	<b>Actuarial Value of Assets (a)</b>	<b>Actuarial Liability (AL) (b)</b>	<b>Unfunded AL (UAL) (b)-(a)</b>	<b>Funded Ratio (a)/(b)</b>	<b>Active Member Covered Payroll (c)</b>	<b>UAL as a Percentage of Active Member Covered Payroll [(b)-(a)]/(c)</b>
11/30/1992	\$182,186	\$204,730	\$22,544	89.0%	\$49,552	45.5%
11/30/1993	200,853	218,603	17,750	91.9	52,093	34.1
11/30/1994	215,385	230,217	14,832	93.6	52,169	28.4
12/31/1995	238,441	242,354	3,913	98.4	54,039	7.2
12/31/1996	266,404	252,968	(13,436)	105.3	53,534	(25.1)
12/31/1997	296,705	263,573	(33,132)	112.6	54,346	(61.0)
12/31/1998	340,417	276,980	(63,437)	122.9	56,093	(113.1)
12/31/1999*	383,338	319,289	(64,049)	120.1	57,562	(111.3)
12/31/2000	414,643	329,390	(85,253)	125.9	61,112	(139.5)
12/31/2001	428,204	353,158	(75,046)	121.2	65,347	(114.8)
12/31/2002	433,366**	370,399	(62,967)	117.0	68,117	(92.4)
12/31/2003	446,794**	387,037	(59,757)	115.4	69,161	(86.4)
12/31/2004*	462,994**	413,159	(49,835)	112.1	72,154	(69.1)
12/31/2005*	479,275**	433,297	(45,978)	110.6	72,367	(63.5)
12/31/2006*	505,756**	459,062	(46,694)	110.2	75,881	(61.5)
12/31/2007*	533,911**	483,387	(50,524)	110.5	78,736	(64.2)
12/31/2008*	512,853**	512,374	(479)	100.1	81,580	(0.6)
12/31/2009*	509,494**	529,271	19,777	96.3	82,704	23.9
12/31/2010*	516,308**	540,436	24,128	95.5	79,636	30.3
12/31/2011*	513,298**	555,174	41,876	92.5	75,444	55.5
12/31/2012	520,320**	571,805	51,485	91.0	70,783	72.7
12/31/2013	542,157**	582,386	40,228	93.1	70,953	56.7

*Rounded dollar amounts are in thousands.*

*Note: Years prior to 12/31/2012 were provided by prior Actuary.*

\* After changes in benefits and/or actuarial assumptions and/or actuarial cost methods.

\*\* Includes all members except Plan 3b.

Analysis of the dollar amounts of actuarial value of assets, actuarial liability, or unfunded actuarial liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the actuarial liability provides one indication of the System's funded status on an on-going concern basis. Analysis of this percentage over time indicates whether the System is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the System's funding. The unfunded actuarial liability and annual covered payroll are both affected by inflation. Expressing the unfunded actuarial liability as a percentage of covered payroll approximately adjusts for the effects of inflation and aids analysis of the progress being made in accumulating sufficient assets to pay benefits when due. Generally, the smaller this percentage, the stronger the System's funding.



**SECTION VI: ACCOUNTING INFORMATION**

**TABLE 13**

**Required Supplementary Information  
Schedule of Employer Contributions**

<b>Fiscal Year</b>	<b>Actuarial Valuation Date</b>	<b>Annual Required Contribution</b>	<b>Percent Contributed</b>
1997	12/31/1995	\$4,459,654	100%
1998	12/31/1996	4,140,163	100
1999	12/31/1997	4,134,826	100
2000	12/31/1998	2,751,084	100
2001	12/31/1999	1,843,213	100
2002	12/31/2000	3,137,912*	100
2003	12/31/2001	3,189,513*	100
2004	12/31/2002	3,266,706*	100
2005	12/31/2003	3,589,063*	100
2006	12/31/2004	3,566,429*	100
2007	12/31/2005	3,700,590*	100
2008	12/31/2006	3,834,270*	100
2009	12/31/2007	3,887,085*	100
2010	12/31/2008	6,689,450*	100
2011	12/31/2009	7,695,317*	100
2012	12/31/2010	7,503,003*	100
2013	12/31/2011	8,940,135*	100

\* Reflects contributions to Plans 1, 2, and 3. Excludes contributions for Plan 3b members.  
*Note: Years prior to 2012 were provided by prior Actuary.*

**Notes to Required Supplementary Information  
Summary of Actuarial Methods and Assumptions**

Valuation Date	December 31, 2013
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level percent of payroll, open
Remaining Amortization Period	20 years
Asset Valuation Method	Expected + 25% of (Market – Expected Values)
Actuarial Assumptions:	
Investment Rate of Return*	7.75%
Projected Salary Increases*	4.25% - 7.20%
*Includes Inflation at	3.50%
Cost-of-Living Adjustment Provisions	3.00% Non-compounded (Plan 1) 2.00% Non-compounded (Plan 2)



**SECTION VI: ACCOUNTING INFORMATION**

**TABLE 14**  
**Solvency Test**

Valuation Date	Aggregate Actuarial Liability For				Portion of Actuarial Liabilities Covered by Reported Assets		
	(1)	(2)	(3)	Reported Valuation Assets	(1)	(2)	(3)
	Active Member Contributions	Retirants and Beneficiaries*	Active Members (Employer Financed Portion)		(1)	(2)	(3)
12/31/1995	\$28,549,082	\$123,759,638	\$90,046,029	\$238,441,351	100.0%	100.0%	95.7%
12/31/1996	28,996,944	133,093,326	90,877,809	266,403,759	100.0	100.0	114.8
12/31/1997	29,881,922	141,922,445	91,768,436	296,704,769	100.0	100.0	136.1
12/31/1998	29,694,389	156,764,183	90,521,375	340,417,265	100.0	100.0	170.1
12/31/1999	32,017,194	169,602,958	117,669,351	383,337,991	100.0	100.0	154.4
12/31/2000	34,189,528	177,095,907	118,104,491	414,642,694	100.0	100.0	172.2
12/31/2001	33,516,616	179,374,487	140,266,410	428,204,828	100.0	100.0	153.5
12/31/2002	38,291,472	192,615,216	139,492,410	433,365,890	100.0	100.0	145.1
12/31/2003	39,847,119	205,799,341	141,390,445	446,794,052	100.0	100.0	142.3
12/31/2004	41,852,724	218,518,676	152,632,267	462,994,047	100.0	100.0	132.8
12/31/2005	43,397,403	228,408,201	161,491,272	479,274,508	100.0	100.0	128.5
12/31/2006	45,475,389	237,860,848	175,725,905	505,755,995	100.0	100.0	126.6
12/31/2007	46,189,489	256,374,002	180,823,537	533,911,465	100.0	100.0	127.9
12/31/2008	46,541,280	272,176,420	193,655,822	512,853,345	100.0	100.0	100.2
12/31/2009	49,152,328	279,396,973	200,722,170	509,493,888	100.0	100.0	90.1
12/31/2010	50,473,365	293,227,477	196,734,871	516,307,845	100.0	100.0	87.7
12/31/2011	45,440,569	349,202,490	160,530,664	513,298,382	100.0	100.0	73.9
12/31/2012	49,519,050	347,350,296	174,936,109	520,320,051	100.0	100.0	70.6
12/31/2013	50,337,976	362,224,034	169,823,819	542,157,342	100.0	100.0	76.3

\* Includes vested termination members.

During the twelve months ended December 31, 2013, the Wichita Employees' Retirement System generated a net actuarial gain of \$11.6 million. The amount is 2.0% of the actuarial liability at the beginning of the year.

Note: Years prior to 12/31/2012 were provided by prior Actuary.



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**MEMBER DATA RECONCILIATION**

December 31, 2012 to December 31, 2013

The number of members included in the valuation, as summarized in the table below, is in accordance with the data submitted by the System for members of the valuation date.

	Active Participants			DROP Participants		Retirees And Beneficiaries		Inactive Vested		Total
	Plan 1	Plan 2	Plan 3	Plan 1	Plan 2	Plan 1	Plan 2	Plan 1	Plan 2	
Members as of 12/31/2012	2	928	527	24	22	809	493	1	141	2,947
New Members	0	0	+135	0	0	+5	+7	0	0	+147
Transfers	0	+76	-90	0	0	0	0	0	0	-14
Rehires	0	+1	+2	0	0	0	0	0	-1	+2
Terminations										
Refunded	0	-10	-54	0	0	0	0	0	-4	-68
Deferred Vested	0	-21	0	0	0	0	0	0	+21	0
Retirements										
Service	0	-27	0	-11	-6	+12	+47	-1	-14	0
Disability	0	-1	0	0	0	0	+1	0	0	0
DROP	0	-13	0	0	+13	0	0	0	0	0
Payment Ended	0	0	0	0	0	0	-1	0	0	-1
Deaths										
Cashed Out	0	0	0	0	0	0	0	0	0	0
With Beneficiary	0	-3	0	0	0	-5	-4	0	0	-12
Without Beneficiary	0	-3	-3	0	0	-25	-11	0	0	-42
Data Adjustments	0	0	0	0	+1	-1	0	0	+4	+4
<b>Members as of 12/31/2013</b>	<b>2</b>	<b>927</b>	<b>517</b>	<b>13</b>	<b>30</b>	<b>795</b>	<b>532</b>	<b>0</b>	<b>147</b>	<b>2,963</b>



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

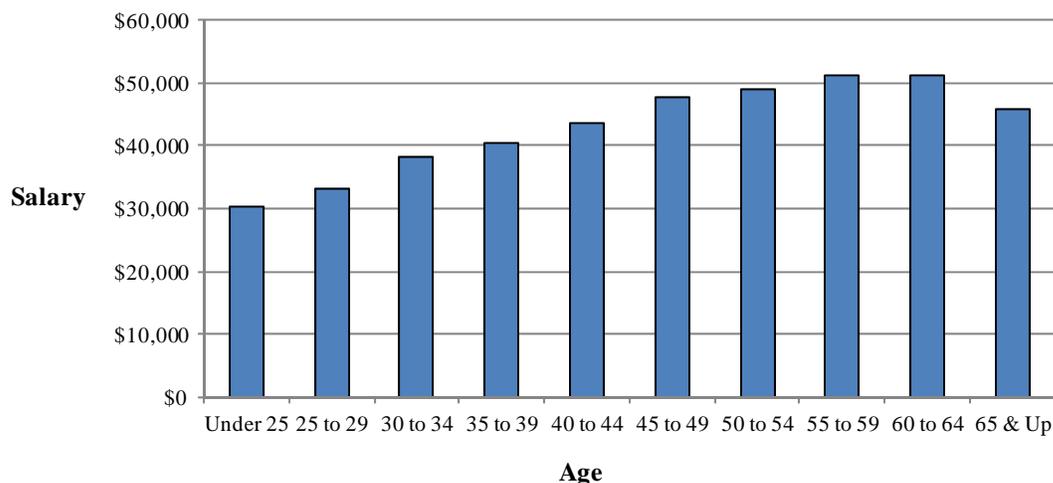
**SUMMARY OF ACTIVE MEMBERS  
(Excluding DROP Members)  
as of December 31, 2013**

All Plans

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	19	8	27	\$ 586,488	\$ 231,450	\$ 817,938
25 to 29	47	25	72	1,577,956	802,587	2,380,543
30 to 34	69	36	105	2,732,848	1,290,832	4,023,680
35 to 39	92	62	154	3,511,226	2,726,808	6,238,034
40 to 44	87	71	158	3,901,575	2,994,016	6,895,591
45 to 49	120	75	195	5,780,489	3,490,496	9,270,985
50 to 54	159	101	260	7,914,455	4,809,105	12,723,560
55 to 59	174	104	278	9,020,803	5,204,041	14,224,844
60 to 64	107	68	175	5,635,769	3,320,705	8,956,474
65 & Up	11	11	22	552,885	455,871	1,008,756
<b>Total</b>	<b>885</b>	<b>561</b>	<b>1,446</b>	<b>\$41,214,494</b>	<b>\$25,325,911</b>	<b>\$66,540,405</b>

\* Actual salary as reported by System for year ending 12/31/2013

**Average Salary by Age**





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

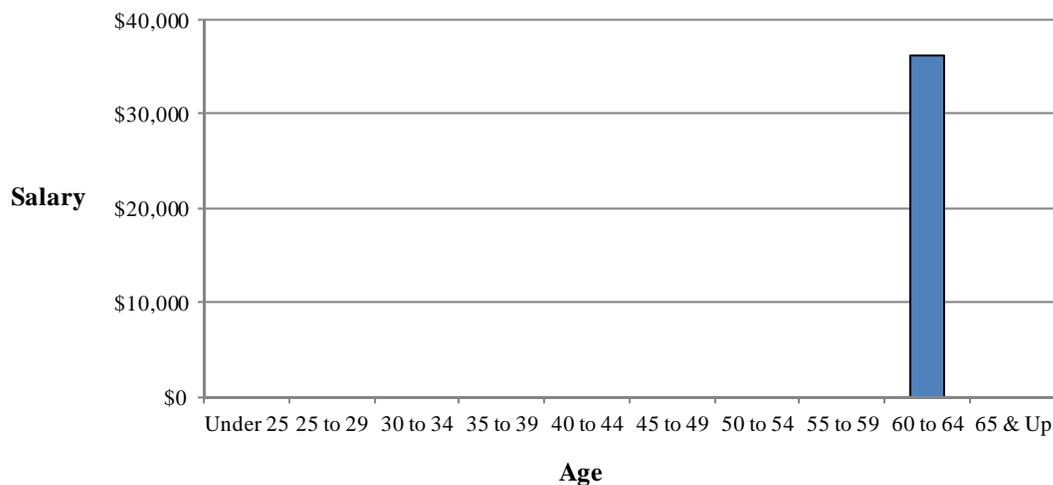
**SUMMARY OF ACTIVE MEMBERS  
(Excluding DROP Members)  
as of December 31, 2013**

Plan 1

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0
55 to 59	0	0	0	0	0	0
60 to 64	2	0	2	72,627	0	72,627
65 & Up	0	0	0	0	0	0
<b>Total</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>\$72,627</b>	<b>\$ 0</b>	<b>\$72,627</b>

\* Actual salary as reported by System for year ending 12/31/2013

**Average Salary by Age**





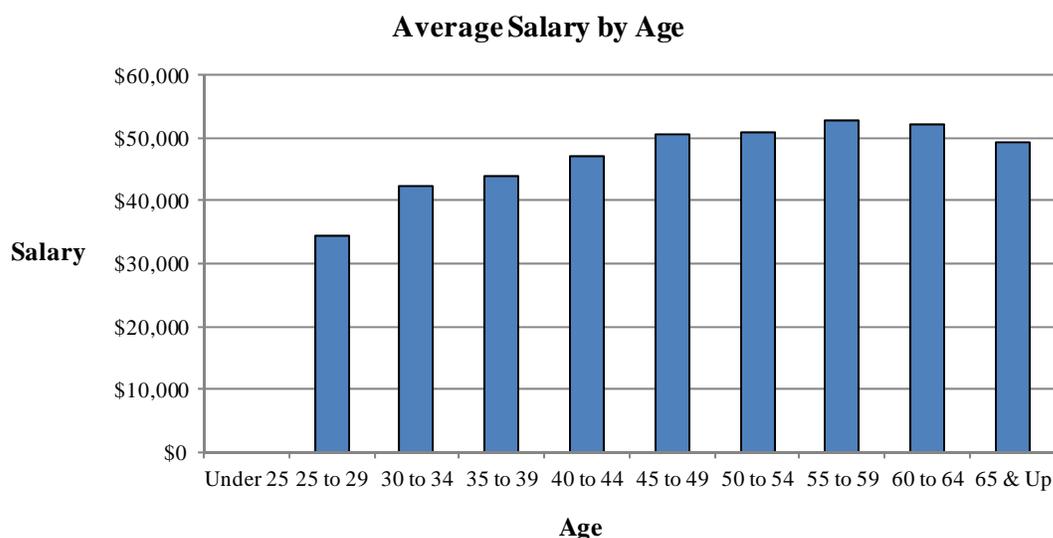
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF ACTIVE MEMBERS  
(Excluding DROP Members)  
as of December 31, 2013**

Plan 2

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	6	1	7	204,119	37,476	241,595
30 to 34	24	4	28	996,847	188,049	1,184,896
35 to 39	33	22	55	1,373,609	1,034,856	2,408,465
40 to 44	53	38	91	2,566,201	1,718,516	4,284,717
45 to 49	92	54	146	4,654,782	2,708,915	7,363,697
50 to 54	131	77	208	6,644,809	3,944,536	10,589,345
55 to 59	144	88	232	7,594,385	4,658,515	12,252,900
60 to 64	88	57	145	4,745,476	2,815,823	7,561,299
65 & Up	8	7	15	449,067	289,818	738,885
<b>Total</b>	<b>579</b>	<b>348</b>	<b>927</b>	<b>\$29,229,295</b>	<b>\$17,396,504</b>	<b>\$46,625,799</b>

\* Actual salary as reported by System for year ending 12/31/2013





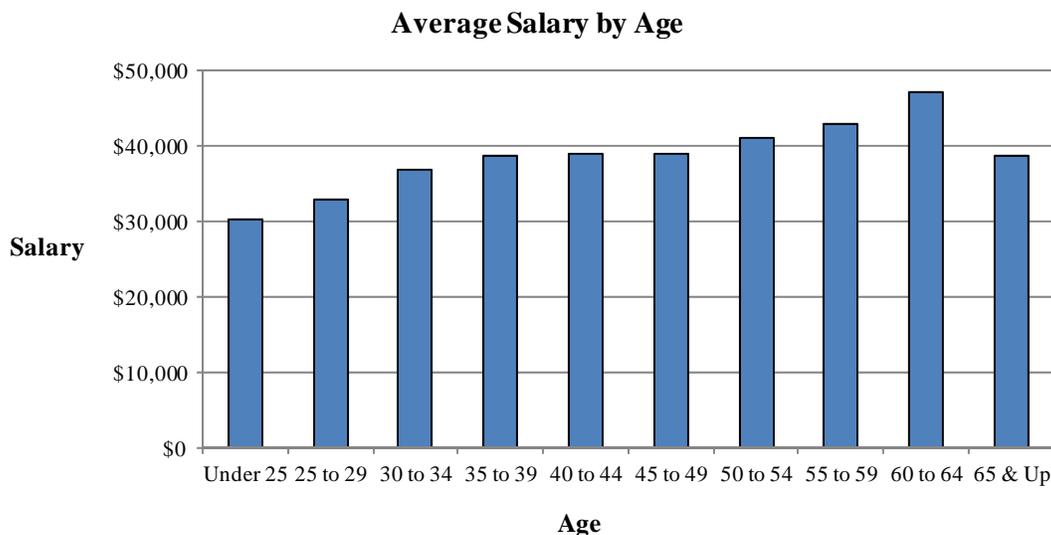
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF ACTIVE MEMBERS**  
as of December 31, 2013

Plan 3

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	19	8	27	\$ 586,488	\$ 231,450	\$ 817,938
25 to 29	41	24	65	1,373,837	765,111	2,138,948
30 to 34	45	32	77	1,736,001	1,102,783	2,838,784
35 to 39	59	40	99	2,137,617	1,691,952	3,829,569
40 to 44	34	33	67	1,335,374	1,275,500	2,610,874
45 to 49	28	21	49	1,125,707	781,581	1,907,288
50 to 54	28	24	52	1,269,646	864,569	2,134,215
55 to 59	30	16	46	1,426,418	545,526	1,971,944
60 to 64	17	11	28	817,666	504,882	1,322,548
65 & Up	3	4	7	103,818	166,053	269,871
<b>Total</b>	<b>304</b>	<b>213</b>	<b>517</b>	<b>\$11,912,572</b>	<b>\$7,929,407</b>	<b>\$19,841,979</b>

\* Actual salary as reported by System for year ending 12/31/2013





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

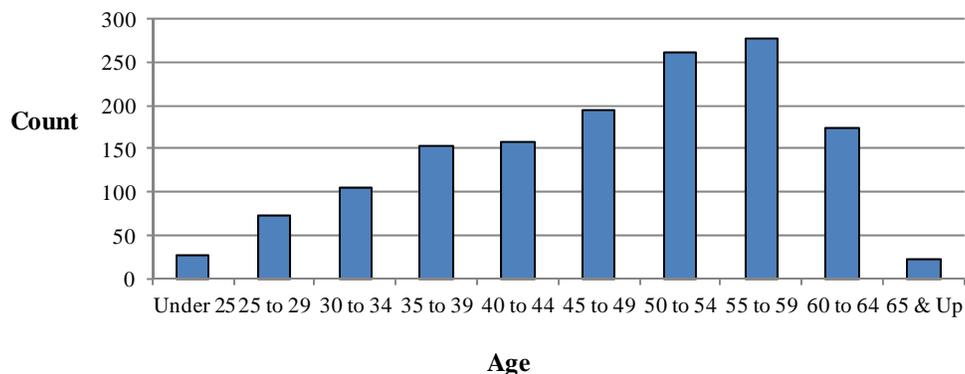
**DISTRIBUTION OF ACTIVE MEMBERS  
(Excluding DROP Members)  
as of December 31, 2013**

All Plans

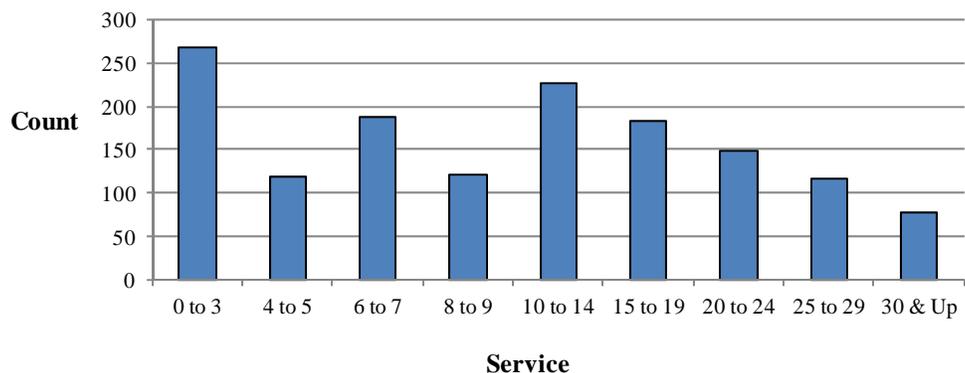
**Years of Service**

Age	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	Total
Under 25	27	0	0	0	0	0	0	0	0	27
25 to 29	41	13	12	5	1	0	0	0	0	72
30 to 34	42	14	22	13	13	1	0	0	0	105
35 to 39	47	20	40	13	27	7	0	0	0	154
40 to 44	37	18	19	22	31	23	7	1	0	158
45 to 49	20	14	21	15	33	35	46	11	0	195
50 to 54	23	11	31	19	42	36	40	41	17	260
55 to 59	18	17	17	20	46	49	34	40	37	278
60 to 64	12	8	21	11	28	28	21	24	22	175
65 & Up	0	4	4	3	5	4	1	0	1	22
<b>Total</b>	<b>267</b>	<b>119</b>	<b>187</b>	<b>121</b>	<b>226</b>	<b>183</b>	<b>149</b>	<b>117</b>	<b>77</b>	<b>1,446</b>

**Age Distribution**



**Service Distribution**





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

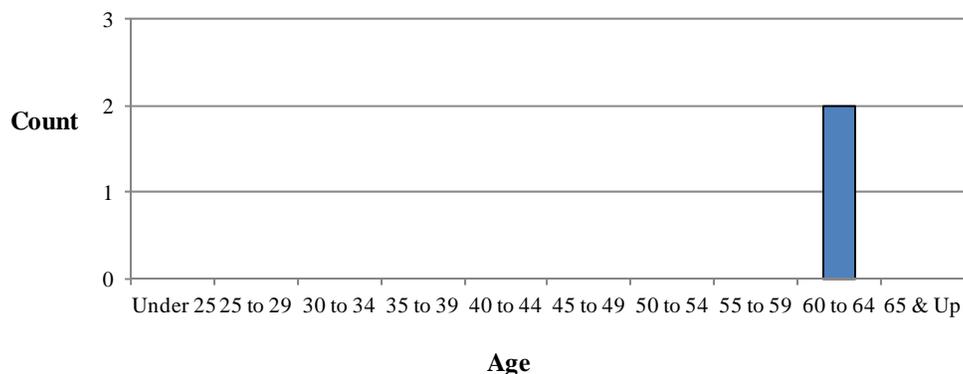
**DISTRIBUTION OF ACTIVE MEMBERS**  
 (Excluding DROP Members)  
 as of December 31, 2013

Plan 1

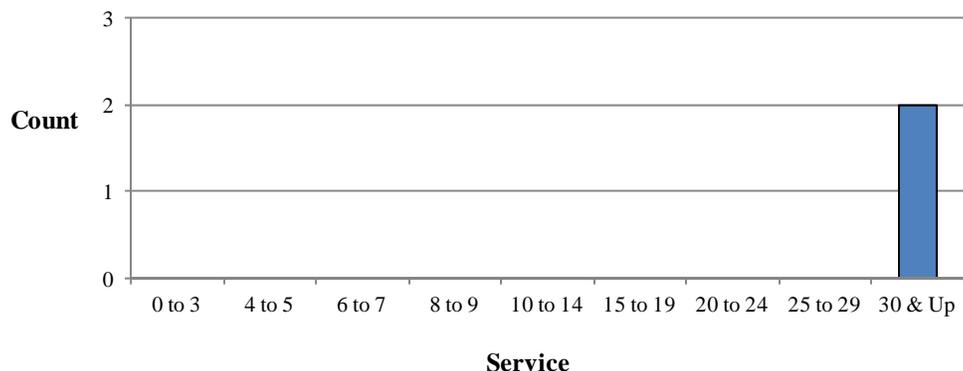
**Years of Service**

Age	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	Total
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	0	0	0	0
55 to 59	0	0	0	0	0	0	0	0	0	0
60 to 64	0	0	0	0	0	0	0	0	2	2
65 & Up	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>2</b>	<b>2</b>							

**Age Distribution**



**Service Distribution**





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

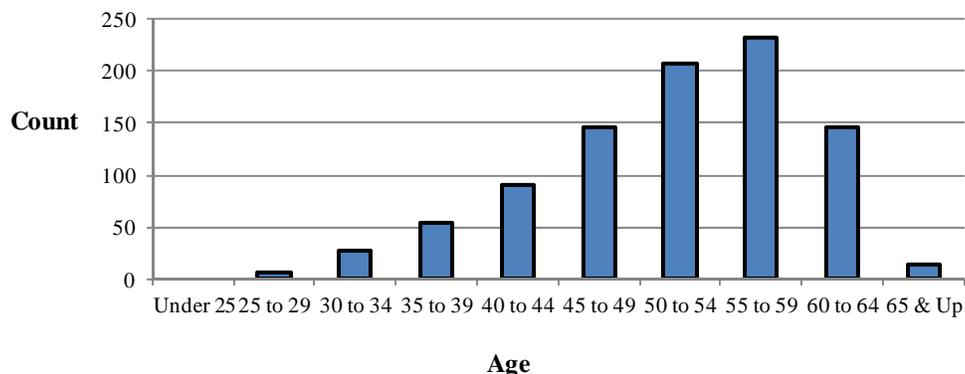
**DISTRIBUTION OF ACTIVE MEMBERS  
(Excluding DROP Members)  
as of December 31, 2013**

Plan 2

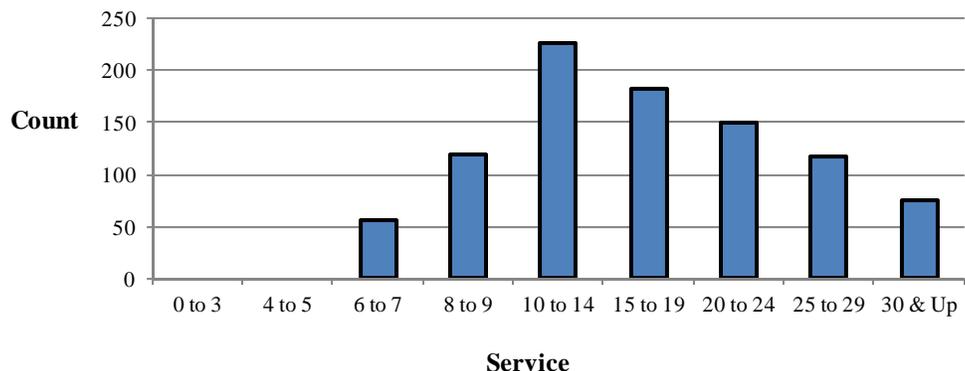
**Years of Service**

Age	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	Total
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	2	4	1	0	0	0	0	7
30 to 34	0	0	1	13	13	1	0	0	0	28
35 to 39	0	0	8	13	27	7	0	0	0	55
40 to 44	0	0	7	22	31	23	7	1	0	91
45 to 49	0	0	6	15	33	35	46	11	0	146
50 to 54	0	0	13	19	42	36	40	41	17	208
55 to 59	0	0	6	20	46	49	34	40	37	232
60 to 64	0	0	13	11	28	28	21	24	20	145
65 & Up	0	0	1	3	5	4	1	0	1	15
<b>Total</b>	<b>0</b>	<b>0</b>	<b>57</b>	<b>120</b>	<b>226</b>	<b>183</b>	<b>149</b>	<b>117</b>	<b>75</b>	<b>927</b>

**Age Distribution**



**Service Distribution**





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**

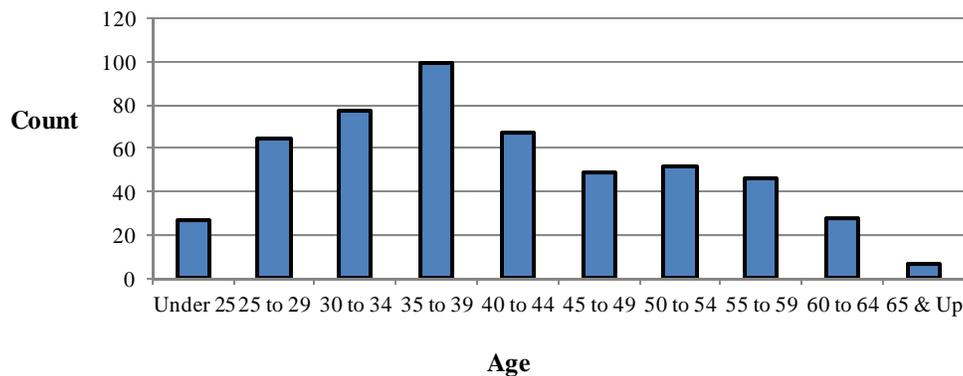
as of December 31, 2013

Plan 3

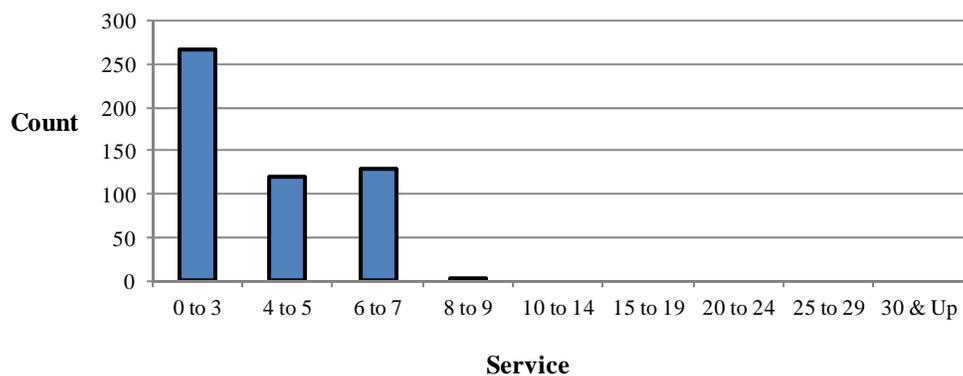
**Years of Service**

Age	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	Total
Under 25	27	0	0	0	0	0	0	0	0	27
25 to 29	41	13	10	1	0	0	0	0	0	65
30 to 34	42	14	21	0	0	0	0	0	0	77
35 to 39	47	20	32	0	0	0	0	0	0	99
40 to 44	37	18	12	0	0	0	0	0	0	67
45 to 49	20	14	15	0	0	0	0	0	0	49
50 to 54	23	11	18	0	0	0	0	0	0	52
55 to 59	18	17	11	0	0	0	0	0	0	46
60 to 64	12	8	8	0	0	0	0	0	0	28
65 & Up	0	4	3	0	0	0	0	0	0	7
<b>Total</b>	<b>267</b>	<b>119</b>	<b>130</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>517</b>

**Age Distribution**



**Service Distribution**





**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF DROP MEMBERS**

as of December 31, 2013

Plan 1

Age	Service					Total
	Under 20	20 to 24	25 to 29	30 to 34	35 & Up	
Under 50	0	0	0	0	0	0
50-54	0	0	0	1	0	1
55-59	0	0	0	8	0	8
60-64	0	0	0	2	0	2
65 & Up	0	0	0	2	0	2
Total	0	0	0	13	0	13

Age	DROP Duration Elected (months)					Total
	1 to 12	13 to 24	25 to 36	37 to 48	49 to 60	
Under 50	0	0	0	0	0	0
50-54	0	0	0	0	1	1
55-59	0	0	0	0	8	8
60-64	0	0	0	0	2	2
65 & Up	0	0	0	0	2	2
Total	0	0	0	0	13	13

Age	Monthly Benefits	Current Balance
Under 50	\$ 0	\$ 0
50-54	3,275	175,063
55-59	29,562	1,454,986
60-64	7,580	449,656
65 & Up	13,164	752,744
Total	\$ 53,581	\$ 2,832,449

Covered Payroll \$829,834



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF DROP MEMBERS**

as of December 31, 2013

Plan 2

Age	Service					Total
	Under 20	20 to 24	25 to 29	30 to 34	35 & Up	
Under 50	0	0	0	0	0	0
50-54	0	0	0	0	0	0
55-59	0	0	0	0	0	0
60-64	11	4	5	1	3	24
65 & Up	1	2	1	1	1	6
Total	12	6	6	2	4	30

Age	DROP Duration Elected (months)					Total
	1 to 12	13 to 24	25 to 36	37 to 48	49 to 60	
Under 50	0	0	0	0	0	0
50-54	0	0	0	0	0	0
55-59	0	0	0	0	0	0
60-64	1	1	9	5	8	24
65 & Up	0	0	2	3	1	6
Total	1	1	11	8	9	30

Age	Monthly Benefits	Current Balance
Under 50	\$ 0	\$ 0
50-54	0	0
55-59	0	0
60-64	55,437	725,310
65 & Up	15,984	431,696
Total	\$ 71,421	\$ 1,157,006

Covered Payroll \$1,700,376



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

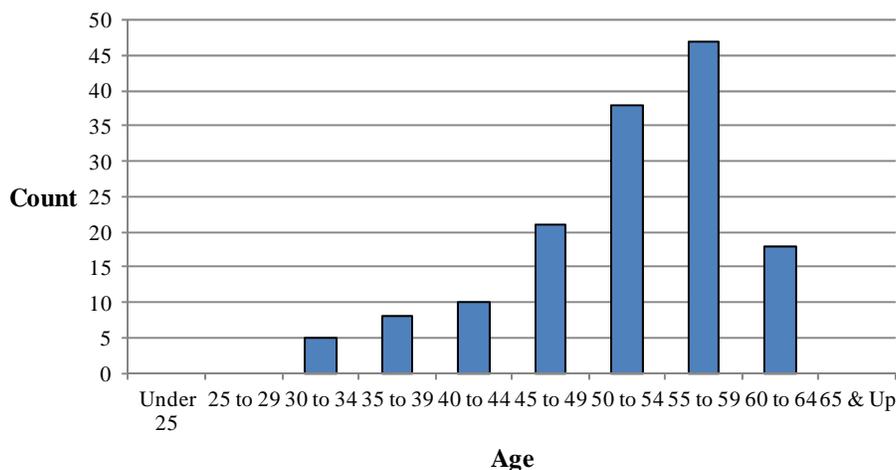
**SUMMARY OF INACTIVE VESTED MEMBERS**  
as of December 31, 2013

All Plans\*

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	4	1	5	2,324	399	2,723
35 to 39	4	4	8	3,183	5,133	8,316
40 to 44	6	4	10	5,995	3,843	9,838
45 to 49	9	12	21	9,773	20,239	30,012
50 to 54	19	19	38	28,614	34,608	63,222
55 to 59	24	23	47	45,799	36,219	82,018
60 to 64	9	9	18	17,364	19,180	36,544
65 & Up	0	0	0	0	0	0
<b>Total</b>	<b>75</b>	<b>72</b>	<b>147</b>	<b>\$ 113,052</b>	<b>\$ 119,621</b>	<b>\$ 232,673</b>

\*All Inactive Vested Members are Plan 2 Members

**Age Distribution**





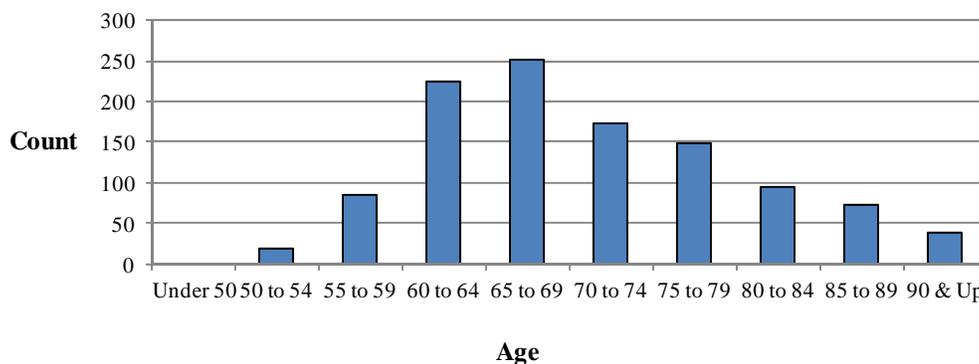
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF RETIRED MEMBERS\***  
as of December 31, 2013

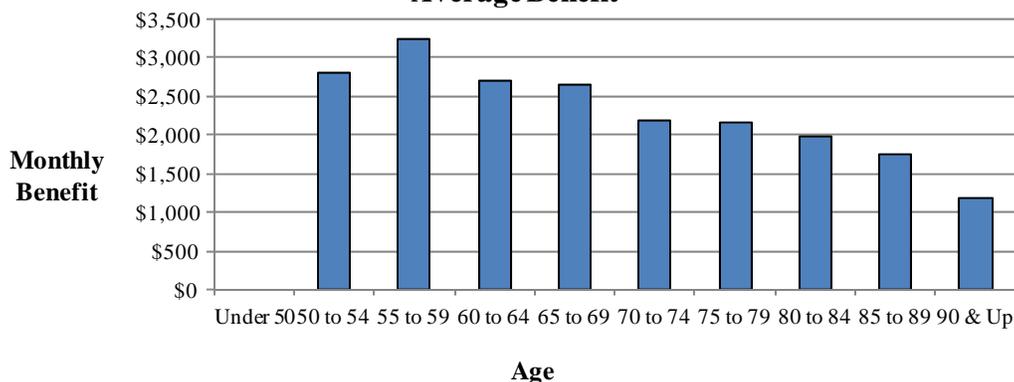
All Plans

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	0	0	\$ 0	\$ 0	\$ 0
50 to 54	13	6	19	39,199	14,178	53,377
55 to 59	54	30	84	184,211	88,647	272,858
60 to 64	146	79	225	432,865	175,056	607,921
65 to 69	156	96	252	457,926	206,693	664,619
70 to 74	99	74	173	244,385	131,970	376,355
75 to 79	87	61	148	216,610	105,024	321,634
80 to 84	51	43	94	109,461	77,950	187,411
85 to 89	40	33	73	90,287	36,939	127,226
90 & Up	9	29	38	18,130	27,150	45,280
<b>Total</b>	<b>655</b>	<b>451</b>	<b>1,106</b>	<b>\$ 1,793,074</b>	<b>\$ 863,607</b>	<b>\$ 2,656,681</b>

**Age Distribution**



**Average Benefit**



\*Includes DROP members



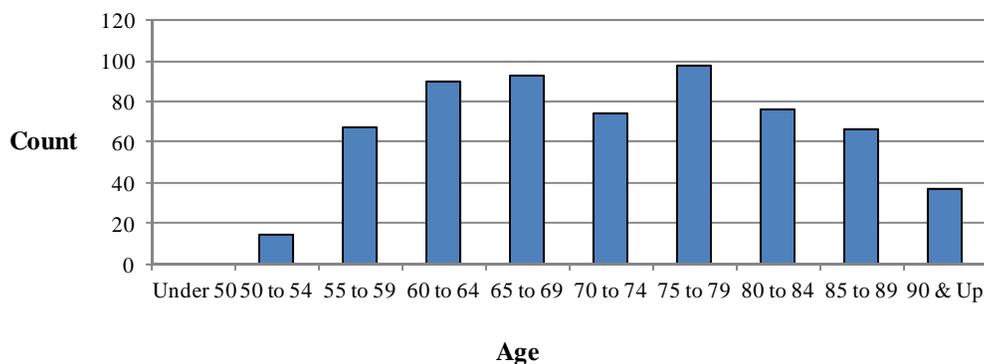
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF RETIRED MEMBERS\***  
as of December 31, 2013

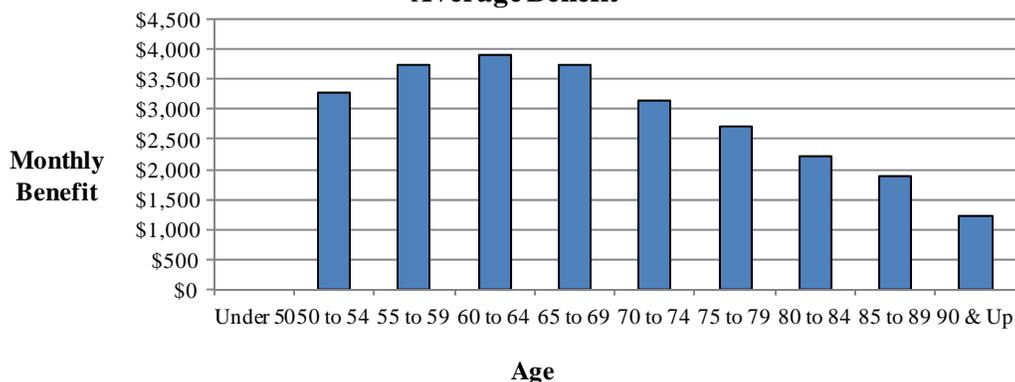
Plan 1

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	0	0	\$ 0	\$ 0	\$ 0
50 to 54	10	5	15	35,572	13,345	48,917
55 to 59	43	24	67	169,828	81,522	251,350
60 to 64	66	24	90	277,631	74,867	352,498
65 to 69	65	28	93	262,430	86,288	348,718
70 to 74	47	27	74	165,412	67,552	232,964
75 to 79	63	35	98	190,416	75,812	266,228
80 to 84	39	37	76	96,548	72,232	168,780
85 to 89	37	29	66	88,673	35,395	124,068
90 & Up	9	28	37	18,130	26,802	44,932
<b>Total</b>	<b>379</b>	<b>237</b>	<b>616</b>	<b>\$ 1,304,640</b>	<b>\$ 533,815</b>	<b>\$ 1,838,455</b>

**Age Distribution**



**Average Benefit**



\*Includes DROP members



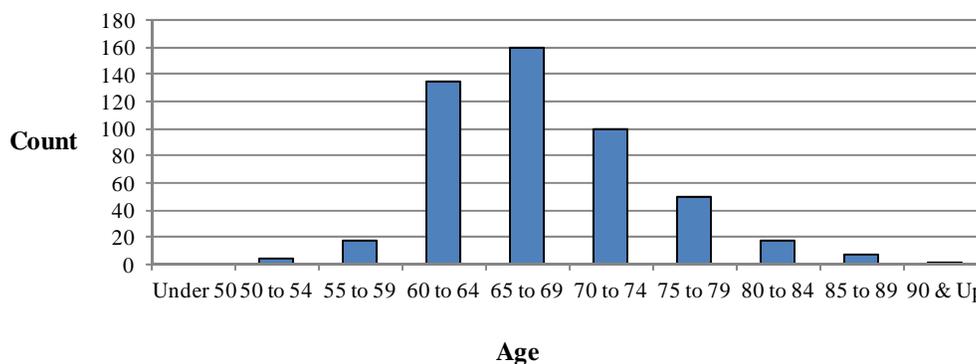
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF RETIRED MEMBERS\***  
as of December 31, 2013

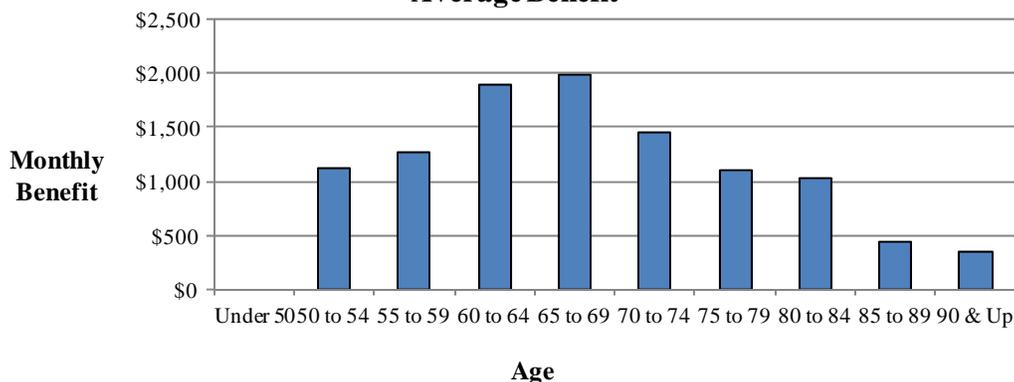
Plan 2

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	0	0	\$ 0	\$ 0	\$ 0
50 to 54	3	1	4	3,627	833	4,460
55 to 59	11	6	17	14,383	7,125	21,508
60 to 64	80	55	135	155,234	100,189	255,423
65 to 69	91	68	159	195,496	120,405	315,901
70 to 74	52	47	99	78,973	64,418	143,391
75 to 79	24	26	50	26,194	29,212	55,406
80 to 84	12	6	18	12,913	5,718	18,631
85 to 89	3	4	7	1,614	1,544	3,158
90 & Up	0	1	1	0	348	348
<b>Total</b>	<b>276</b>	<b>214</b>	<b>490</b>	<b>\$ 488,434</b>	<b>\$ 329,792</b>	<b>\$ 818,226</b>

**Age Distribution**



**Average Benefit**



\*Includes DROP members



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

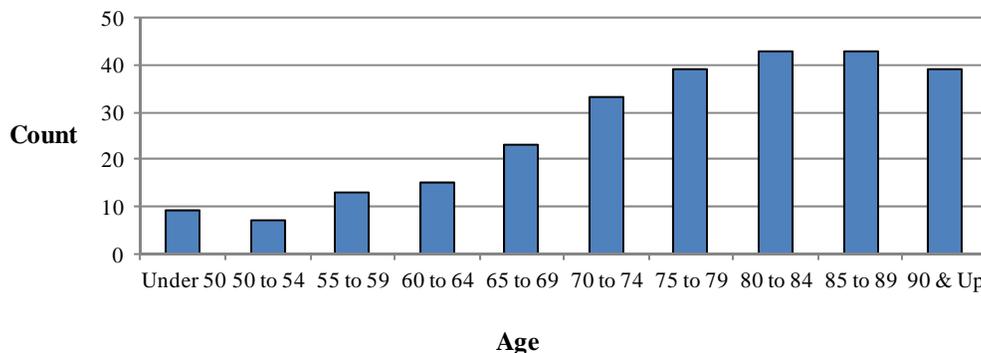
**SUMMARY OF BENEFICIARIES**

as of December 31, 2013

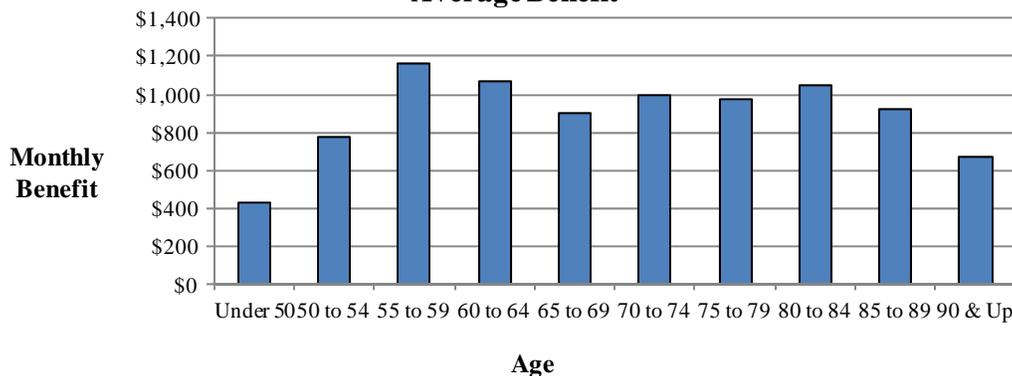
All Plans

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	2	7	9	\$ 899	\$ 3,011	\$ 3,910
50 to 54	1	6	7	1,178	4,266	5,444
55 to 59	2	11	13	2,385	12,786	15,171
60 to 64	1	14	15	726	15,251	15,977
65 to 69	2	21	23	1,417	19,346	20,763
70 to 74	4	29	33	1,764	30,937	32,701
75 to 79	3	36	39	2,327	35,852	38,179
80 to 84	6	37	43	5,208	39,699	44,907
85 to 89	7	36	43	3,468	36,141	39,609
90 & Up	2	37	39	887	25,343	26,230
<b>Total</b>	<b>30</b>	<b>234</b>	<b>264</b>	<b>\$ 20,259</b>	<b>\$ 222,632</b>	<b>\$ 242,891</b>

**Age Distribution**



**Average Benefit**





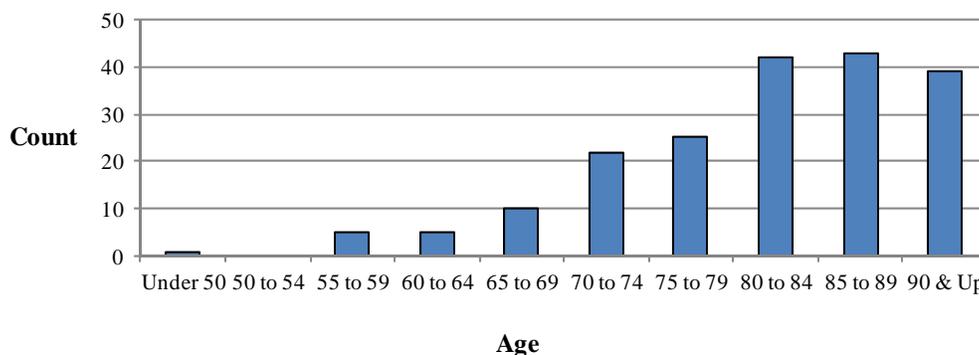
**SUMMARY OF BENEFICIARIES**

as of December 31, 2013

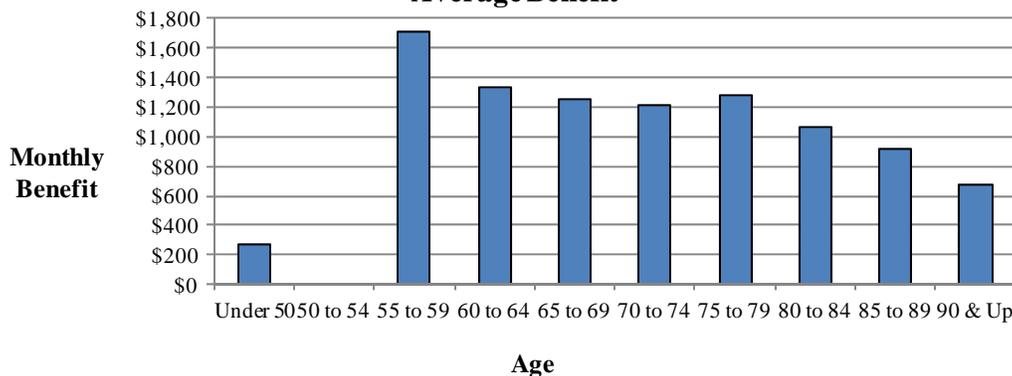
Plan 1

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	1	1	\$ 0	\$ 266	\$ 266
50 to 54	0	0	0	0	0	0
55 to 59	0	5	5	0	8,533	8,533
60 to 64	1	4	5	726	5,966	6,692
65 to 69	1	9	10	778	11,796	12,574
70 to 74	2	20	22	1,269	25,384	26,653
75 to 79	2	23	25	1,984	30,049	32,033
80 to 84	6	36	42	5,208	39,636	44,844
85 to 89	7	36	43	3,468	36,141	39,609
90 & Up	2	37	39	887	25,343	26,230
<b>Total</b>	<b>21</b>	<b>171</b>	<b>192</b>	<b>\$ 14,320</b>	<b>\$ 183,114</b>	<b>\$ 197,434</b>

**Age Distribution**



**Average Benefit**





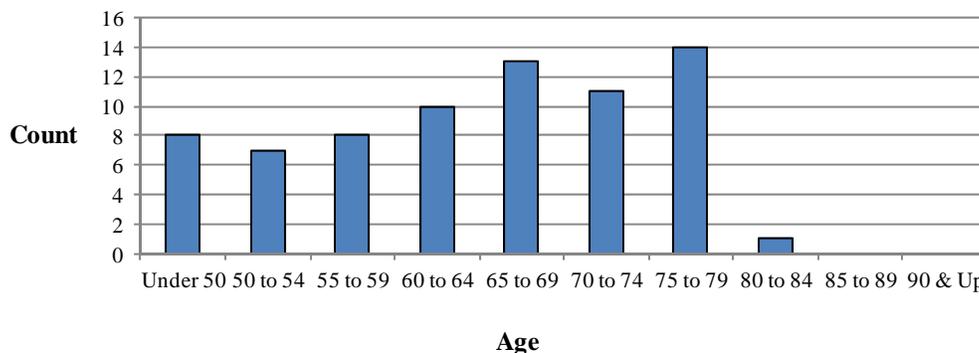
**SUMMARY OF BENEFICIARIES**

as of December 31, 2013

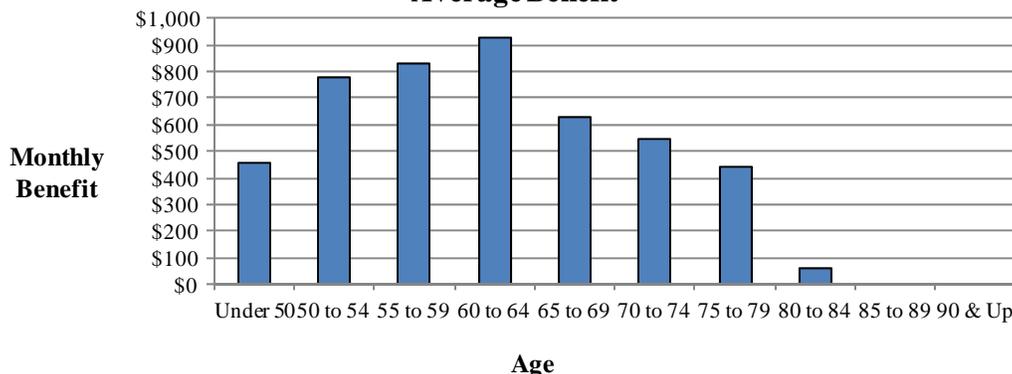
Plan 2

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	2	6	8	\$ 899	\$ 2,745	\$ 3,644
50 to 54	1	6	7	1,178	4,266	5,444
55 to 59	2	6	8	2,385	4,253	6,638
60 to 64	0	10	10	0	9,285	9,285
65 to 69	1	12	13	639	7,550	8,189
70 to 74	2	9	11	495	5,553	6,048
75 to 79	1	13	14	343	5,803	6,146
80 to 84	0	1	1	0	63	63
85 to 89	0	0	0	0	0	0
90 & Up	0	0	0	0	0	0
<b>Total</b>	<b>9</b>	<b>63</b>	<b>72</b>	<b>\$ 5,939</b>	<b>\$ 39,518</b>	<b>\$ 45,457</b>

**Age Distribution**



**Average Benefit**





## Summary of Benefit Provisions

### Defined Benefit Plans 1 and 2

**Plan 1** is applicable to members employed prior to July 18, 1981 who have not elected to be covered by Plan 2.

**Plan 2** is applicable to members employed or re-employed on or after July 18, 1981 and before January 1, 1994 and to other employees who have elected Plan 2 coverage.

**Plan 3** is applicable to members employed on or after January 1, 1994 who have not become covered by Plan 2. Plan 3 members are automatically transferred to Plan 2 after they have 7 years of service unless they file an irrevocable election to remain in Plan 3.

#### NORMAL RETIREMENT (NO REDUCTION FACTOR)

**Eligibility – Plan 1:** Age 60 with 7 or more years of service, or any age with 30 or more years of service.

**Eligibility – Plan 2:** Age 62 with 7 or more years of service (effective August 1, 1990).

**Amount of Pension – Plan 1:** Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary.

**Amount of Pension – Plan 2:** Service times 2.25% of Final Average Salary to a maximum of 75% of Final Average Salary (effective January 1, 2000).

**Final Average Salary – all plans:** Average for the 3 consecutive years of service which produce the highest average and which are within the last 10 years of service.

#### EARLY RETIREMENT (WITH REDUCTION FACTOR)

**Eligibility – all plans:** Age 55 with 7 or more years of service.

**Amount of Pension – Plan 1:** Computed as for normal retirement, but reduced for each month retirement precedes age 60. The reduction is 0.05 of 1% if service is 29 years but less than 30 years, increasing by 0.05 of 1% for each additional year of service less than 30 years, to a maximum of 0.50 of 1% if service is less than 21 years.

**Amount of Pension – Plan 2:** Computed as for normal retirement, but reduced for each month retirement precedes age 62. The reduction is 0.6% per month for every year of age less than 62 with a maximum reduction of 50.4% at age 55.



## APPENDIX B: SUMMARY OF BENEFIT PROVISIONS

---

### DEFERRED RETIREMENT (VESTED TERMINATION)

**Eligibility – all plans:** 7 or more years of service. A terminated employee may apply for a reduced pension upon meeting the applicable age requirement for early retirement or an unreduced pension upon meeting the applicable age requirement for normal retirement. A terminated employee may elect a refund of employee contributions, plus applicable interest, in lieu of a deferred retirement benefit.

**Amount of Pension – all plans:** An amount computed as for normal retirement. Vested deferred pensions are adjusted during the deferral period based on changes in National Average Earnings, up to 5.5% annual adjustments.

### DEFERRED RETIREMENT OPTION PLAN (DROP)

**Eligibility – all plans:** Member must be eligible to retire under early reduced or normal age and/or service requirements and elect to participate in DROP for up to 5 years.

**Amount of Benefit – all plans:** Benefit computed based on years of service, Final Average Salary as of the DROP election date, and length of DROP period. Benefit is paid into member's notional DROP account during the deferral period. Member continues to make required employee contributions during the deferral period. Interest at an annual rate of 5%, compounded monthly, is credited to the notional DROP account. Voluntary termination of employment during the DROP period results in loss of accrued interest. Balance of DROP account is payable within 90 days of actual termination of employment.

### SERVICE-CONNECTED DISABILITY

**Eligibility – all plans:** No age or service requirement. Requires total and permanent disability, as defined in State worker's compensation act, for employment by the City in a position commensurate with the employee's training, experience and education.

**Amount of Pension – Plan 1:** 60% of final rate of Salary.

**Amount of Pension – Plan 2:** 50% of final rate of Salary.

### NON-SERVICE DISABILITY

**Eligibility – all plans:** 7 or more years of service. Requires total and permanent disability for employment by the City in a position commensurate with the employee's training, experience and education.

**Amount of Pension – Plan 1:** 30% of Final Average Salary plus 1% of Final Average Salary times service over 7 years; maximum is 50% of Final Average Salary.

**Amount of Pension – Plan 2:** 25% of final rate of Salary.



## APPENDIX B: SUMMARY OF BENEFIT PROVISIONS

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### POST-RETIREMENT SURVIVOR BENEFITS

**Eligibility – all plans Surviving Spouse:** Must have been married to retired employee for one year or more, at time of death if retired after January 1, 2000. If retired prior to January 1, 2000, must have been married to retired employee at retirement.

**Eligibility – all plans Minor Children:** Must be less than 18 years old.

**Amount of Pension – all plans Surviving Spouse:** 50% of amount that was being paid to retiree.

**Amount of Pension – all plans Minor Child with Surviving Spouse:** 10% of the member's Final Average Salary for each child under age 18. Maximum, including surviving spouse benefit, is 75% of Final Average Salary.

**Amount of Pension – all plans Minor Child without Surviving Spouse:** 20% of the member's Final Average Salary for each child under age 18. Maximum benefit is 60% of Final Average Salary.

### POST-RETIREMENT FUNERAL BENEFITS

**Eligibility – Designated Beneficiary:** Must have been designated by the retired employee.

**Amount of Benefit – Plan 1:** \$1,500

**Amount of Benefit – Plan 2:** None

### PRE-RETIREMENT SURVIVOR BENEFITS

**Eligibility – Surviving Spouse:** Death of employee with 7 or more years of service.

**Eligibility – Designated Beneficiary:** The beneficiary designated by an unmarried member or by a member who fails to meet the 7 year service requirement for the surviving spouse benefit.

**Amount of Pension – Surviving Spouse:** 50% of amount that that the deceased employee would have been entitled to had he/she been on an unreduced retirement at time of death.

**Amount of Pension – Designated Beneficiary:** The deceased employee's contributions, plus applicable interest, plus one month's Salary for each full year of service up to a maximum of 6 years.

### OTHER TERMINATION BENEFITS

**Eligibility – all plans:** Termination of employment without eligibility for any other benefit.

**Amount of Benefit – all plans:** Accumulated employee contributions with interest at 5% per year compounded monthly are refunded.



## APPENDIX B: SUMMARY OF BENEFIT PROVISIONS

---

### POST-RETIREMENT ADJUSTMENTS OF PENSIONS

**Eligibility – Plan 1:** Completion of 12 months of retirement.

**Eligibility – Plan 2:** If retired on or after January 1, 2000, completion of 12 months of retirement. If retired before January 1, 2000, there is no adjustment (effective February 19, 2000).

**Annual Amount – Plan 1:** 3% of the base amount of benefit (simple COLA).

**Annual Amount – Plan 2:** 2% of the base amount of benefit (simple COLA).

### EMPLOYEE CONTRIBUTIONS

Plan 1: 6.4% of total compensation

Plan 2: 4.7% of base salary and longevity pay (effective February 19, 2000)

Plan 3: 4.7% of compensation (effective February 19, 2000)

### CITY CONTRIBUTIONS

Actuarially determined amount which together with employee contributions and investment earnings will fund the obligations of the System in accordance with accepted actuarial principles

Plan 3: 4.7% of compensation, less forfeitures from non-vested terminations (effective February 19, 2000).

### UNUSED SICK LEAVE

Each bi-weekly service credit of accumulated unused sick leave is converted to a service credit for the purpose of computing annual benefit amounts.

### VESTING OF CONTRIBUTIONS

**Plan 3:** Member contributions and investment earnings thereon are 100% vested. City contributions and investment earnings thereon are 25% vested after 3 years of service, 50% vested after 5 years of service, and 100% vested after 7 years of service.

### DISTRIBUTION OF VESTED ACCOUNTS

**Plan 3:** Vested accounts are payable upon termination of City employment or death. Available forms of payment are prescribed by the Board.

### DISABILITY RETIREMENT

**Plan 3:** Service and non-service connected disability benefits are the same as those of Plan 2. Plan 3 members may alternatively elect to receive a refund of their Plan 3 vested account.



## **APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS**

---

### **ACTUARIAL COST METHOD**

The actuarial cost method is a procedure for allocating the actuarial present value of pension benefits and expenses to time periods. The method used for the valuation is known as the Entry Age Normal actuarial cost method, and have the following characteristics:

- (i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.
- (ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.

The Entry Age Normal actuarial cost method allocates the actuarial present value of each member's projected benefits on a level basis over the member's assumed pensionable compensation rates between the entry age of the member and the assumed exit ages.

The portion of the actuarial present value allocated to the valuation year is called the normal cost. The portion of the actuarial present value not provided for by the actuarial present value of future normal costs is called actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability or (surplus). The unfunded actuarial liability/(surplus) is financed as a level percent of member payroll over an open 20-year period.

### **ACTUARIAL ASSUMPTIONS**

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and membership information of the Retirement System, using the actuarial cost method.

The principal areas of risk which require experience assumptions about future activities of the Retirement System are:

- (i) Long-term rates of investment return to be generated by the assets of the System
- (ii) Patterns of pay increases to members
- (iii) Rates of mortality among members, retirees and beneficiaries
- (iv) Rates of withdrawal of active members
- (v) Rates of disability among active members
- (vi) The age patterns of actual retirements



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

In making a valuation, the monetary effect of each assumption is calculated for as long as a present covered person survives – a period of time which can be as long as a century.

Actual experience of the Retirement System will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experiences. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time to time, one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the actuarial assumptions was completed in 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

**Investment Rate of Return** (net of administrative expenses): This assumption is 7.75% a year, compounded annually and consists of 3.5% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1981 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2009.

**Salary Increase Rates:** These rates are used to project current pay amounts to those upon which a benefit will be based. This table was first used in the December 31, 2009 valuation.

Years of Service	Annual Rate of Salary Increase for Sample Service Durations			
	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.50%	0.50%	3.20%	7.20%
2	3.50	0.50	3.00	7.00
3	3.50	0.50	2.80	6.80
4	3.50	0.50	2.60	6.60
5	3.50	0.50	2.40	6.40
6	3.50	0.50	2.20	6.20
7	3.50	0.50	2.00	6.00
8	3.50	0.50	1.80	5.80
9	3.50	0.50	1.70	5.70
10	3.50	0.50	1.60	5.60
11	3.50	0.50	1.50	5.50
12	3.50	0.50	1.40	5.40
13	3.50	0.50	1.30	5.30
14	3.50	0.50	1.20	5.20
15	3.50	0.50	1.06	5.06
16	3.50	0.50	0.92	4.92
17	3.50	0.50	0.78	4.78
18	3.50	0.50	0.65	4.65
19	3.50	0.50	0.50	4.50
20	3.50	0.50	0.50	4.50
21	3.50	0.50	0.50	4.50
22	3.50	0.50	0.50	4.50
23	3.50	0.50	0.50	4.50
24	3.50	0.50	0.50	4.50
25	3.50	0.50	0.50	4.50
Over 25	3.50	0.50	0.25	4.25



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

The salary increase assumptions will produce 4.0% annual increases in active member payroll (the inflation and productivity base rate) given a constant active member group size. This is the same payroll growth assumption used to amortize the unfunded actuarial liability. The real rate of return over assumed wage growth is 3.75% per year.

Changes actually experienced in average pay and total payroll have been as follows:

	Year Ended					5 Year (Average) Compounded Annual Increase
	12/31/13	12/31/12	12/31/11	12/31/10	12/31/09	
Average Payroll	0.8%	3.2%	(1.1)%	1.1%	5.5%	1.9%
Total Payroll	(0.2)%	2.3%	(10.0)%	(4.3)%	0.8%	(2.4)%

**Mortality Table:** This assumption is used to measure the probabilities of members dying and the probabilities of each pension payment being made after retirement.

Healthy Retirees

And Beneficiaries: RP-2000 Healthy Annuitant Table (ages set forward 2 years for males, 0 for females)

Disabled Retirees: RP-2000 Disabled Table for Males and Females

Active Members: RP-2000 Employee Table (ages set forward 2 years for males, 0 for females)

The RP-2000 Tables are used with generational mortality.

Sample Ages <sup>(1)</sup>	Present Value of \$1 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
50	\$136.27	\$141.98	30.4	34.6
55	128.67	135.41	25.7	29.7
60	118.41	127.04	21.2	25.1
65	150.86	116.91	16.9	20.7
70	91.20	104.80	13.0	16.7
75	75.12	90.90	9.7	13.0
80	58.98	75.76	6.9	9.8
85	44.42	60.20	4.8	7.1

(1) Ages in 2000

This table was first used for the December 31, 2004 actuarial valuation.



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

**Rates of Retirement and Deferred Retirement Option Plan (DROP) Elections:** These rates are used to measure the probability of eligible members retiring under either the regular retirement provisions or from the Deferred Retirement Option Plan.

**Percent Retiring During Year**

Retirement		
Age	Plan 1	Plan 2
55	15%	5%
56	15	5
57	15	5
58	15	5
59	15	5
60	40	5
61	40	5
62	20	30
63	20	30
64	20	40
65	100	40
66	N/A	30
67	N/A	30
68	N/A	30
69	N/A	30
70	N/A	100

In addition, the following assumptions would apply to members in this category:

**Plan 1:** 70% of members with 30 or more years of service will elect the DROP with an average DROP period of 48 months. The remaining 30% are assumed to retire immediately.

**Plan 2:** 70% of members with 33.33 or more years of service and are at least age 62 will elect the DROP with an average DROP period of 36 months.

All members of the retirement system were assumed to retire on or before age 70.

This assumption was first used in the December 31, 2009 actuarial valuation.



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

**Rates of Separation from Active Membership:** This assumption measures the probabilities of a member terminating employment. The rates do not apply to members who are eligible to retire.

Sample Ages	Years of Service	Probability of Terminating During Year
ALL	0	25.00%
	1	19.00
	2	14.00
	3	11.00
	4	9.00
25	Over 4	9.00
30		7.00
35		5.25
40		4.00
45		3.50
50		2.50
55		1.50
60		1.50

These rates were first used for the December 31, 2009 valuation.

**Forfeiture of Vested Benefits:** The assumption is that a percentage of the actuarial present value of vested termination benefits will be forfeited by a withdrawal of accumulated contributions.

Years of Service	Percent Forfeiting
Under 15	60%
15-19	40
20-24	20
25 or more	0

This table was first used for the December 31, 2004 actuarial valuation.

**Rates of Disability:** This assumption measures the probabilities of a member becoming disabled.

Sample Ages	% of Active Members Becoming Disabled During Next Year
25	0.02%
30	0.03
35	0.04
40	0.07
45	0.10
50	0.18
55	0.32
60	0.53

These rates were first used for the December 31, 2009 valuation. Disabilities are assumed to be non-duty related.



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

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**Administrative Expenses:** Assumed to be paid from investment earnings.

**Active Member Group Size:** Assumed to remain constant.

**Vested Deferred Pensions:** Amounts are assumed to increase during the deferral period at 4.0% per year. This assumption was first used for the December 31, 2009 valuation.

### MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

**Marriage Assumption:** 70% of non retired participants are assumed to be married for purposes of death benefits. In each case, the male was assumed to be 3 years older than the female.

**Pay Increase Timing:** Assumed to be mid-year.

**Decrement Timing:** Decrements of all types are assumed to occur mid-year.

**Eligibility Testing:** Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year at the start of the year in which the decrement is assumed to occur.

**Benefit Service:** Service calculated to the nearest month, as of the decrement date, is used to determine the amount of benefit payable.

**Other:** The turnover decrement does not operate during retirement eligibility.

**Miscellaneous Loading Factors:** The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service. This assumption was changed with the December 31, 2004 valuation.

**Plan 3 Transfer Assumption:** For purposes of the valuation, Plan 3 members are assumed to transfer to Plan 2 if they acquire 7 years of service. An additional reserve is held for this group and equals the excess, if any, of the actuarial value of assets over the market value of assets. This assumption was changed with the December 31, 2004 valuation.



## APPENDIX D: GLOSSARY OF TERMS

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<b>Actuarial Liability</b>	The difference between the actuarial present value of system benefits and the actuarial present value of future normal costs. Also referred to as “accrued liability” or “actuarial liability”
<b>Actuarial Assumptions</b>	Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.
<b>Accrued Service</b>	Service credited under the system which was rendered before the date of the actuarial valuation.
<b>Actuarial Equivalent</b>	A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions.
<b>Actuarial Cost Method</b>	A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial liability; sometimes referred to as the “actuarial funding method”.
<b>Experience Gain (Loss)</b>	The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates.
<b>Actuarial Present Value</b>	The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment.
<b>Amortization</b>	Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment.
<b>Normal Cost</b>	The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method.
<b>Unfunded Actuarial Liability</b>	<p>The difference between actuarial liability and the valuation assets.</p> <p>Most retirement systems have unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.</p> <p>The existence of unfunded actuarial liability is not in itself bad, anymore than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.</p>



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*The experience and dedication you deserve*

## **Police and Fire Retirement System of Wichita, Kansas**

**Actuarial Valuation as of December 31, 2013**



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March 26, 2014

The Board of Trustees  
Police and Fire Retirement System of Wichita, Kansas  
City Hall, 12<sup>th</sup> Floor  
455 N. Main Street  
Wichita, KS 67202

Dear Members of the Board:

In accordance with your request, we have completed an actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas as of December 31, 2013. The major findings of the valuation are contained in this report, including the contribution rate for fiscal year 2015. The plan provisions, actuarial assumptions, and actuarial methods are the same as the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some in writing) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data, and financial information. We found this information to be reasonably consistent and comparable with information for the last valuation. The valuation results depend on the integrity of the data provided. If any of this information is inaccurate or incomplete, our valuation results may be different and our calculations may need to be revised.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25, 27, and 50 are for purposes of fulfilling financial accounting requirements. The computations prepared for these two purposes may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the System's funding requirements and goals, and of GASB Statements No. 25, 27 and 50. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

3906 Raynor Pkwy, Suite 106, Bellevue, NE 68123

Phone (402) 905-4461 • Fax (402) 905-4464

[www.CavMacConsulting.com](http://www.CavMacConsulting.com)

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The consultants who worked on this assignment are pension actuaries. CMC's advice is not intended to be a substitute for qualified legal or accounting counsel.

This is to certify that the independent consulting actuaries are members of the American Academy of Actuaries and have experience in performing valuations for public retirement plans, that the valuation was prepared in accordance with principles of practice prescribed by the Actuarial Standards Board, and that the actuarial calculations were performed by qualified actuaries in accordance with accepted actuarial procedures, based on the current provisions of the retirement plan and on actuarial assumptions that are internally consistent and reasonably based on the actual experience of the System. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as indicated in Appendix C.

We respectfully submit the following report and look forward to discussing it with you.

Sincerely,

A handwritten signature in blue ink that reads "Patrice Beckham".

Patrice A. Beckham, FSA, EA, FCA, MAAA  
Principal and Consulting Actuary

A handwritten signature in blue ink that reads "Brent A. Banister".

Brent A. Banister, PhD, FSA, EA, FCA, MAAA  
Chief Pension Actuary



## SECTION I: EXECUTIVE SUMMARY

---

This report presents the results of the December 31, 2013 actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF). The primary purposes of performing a valuation are to:

- estimate the liabilities for the benefits provided by the System;
- determine the employer contribution rates required to fund the System on an actuarial basis;
- disclose certain asset and liability measures as of the valuation date;
- monitor any deviation between actual plan experience and experience projected by the actuarial assumptions, so that recommendations for assumption changes can be made when appropriate; and
- analyze and report on any significant trends in contributions, assets and liabilities over the past several years.

There have been no changes in the benefit provisions, actuarial assumptions, or actuarial methods from the last valuation.

The System had an unfunded actuarial liability of \$55.7 million in the December 31, 2012 valuation, which has decreased to \$46.5 million in the December 31, 2013 valuation. A detailed analysis of the change in the unfunded actuarial liability from December 31, 2012 to December 31, 2013 is shown on page 3. The actuarial valuation results provide a “snapshot” view of the System’s financial condition on December 31, 2013. The valuation results reflect net favorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was lower than expected based on the actuarial assumptions used in the December 31, 2012 actuarial valuation. Favorable experience on the actuarial value of assets resulted in a gain of \$9.1 million and unfavorable experience on liabilities resulted in a loss of \$0.1 million for a net actuarial gain of \$9.0 million.

The System uses an asset smoothing method in the valuation process. As a result, the System’s funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Due to deferred investment losses and the smoothing process, the return on the actuarial value of assets for calendar year 2013 was 9.5% despite a return on a market value basis of 19.6%. An investment return that was greater than the actuarially assumed rate of return of 7.75% created an actuarial gain on assets. Under the asset smoothing method used in the valuation process, a portion of the investment gain is deferred to future years. Due to the high return on the market value of assets, the deferred (unrecognized) investment loss of \$22 million in the December 31, 2012 valuation has been eliminated, and there is now a deferred investment gain of \$27 million in the December 31, 2013 valuation. Actual returns over the next few years will determine if and when the \$27 million of deferred investment gain is recognized. For example, a return of 2.8% on the market value of assets in 2014 would result in a return of 7.75% on the actuarial value of assets and eliminate the deferred gain.

In the following pages the change in the assets, liabilities, and contributions of the System over the last year are discussed in more detail.



**SECTION I: EXECUTIVE SUMMARY**

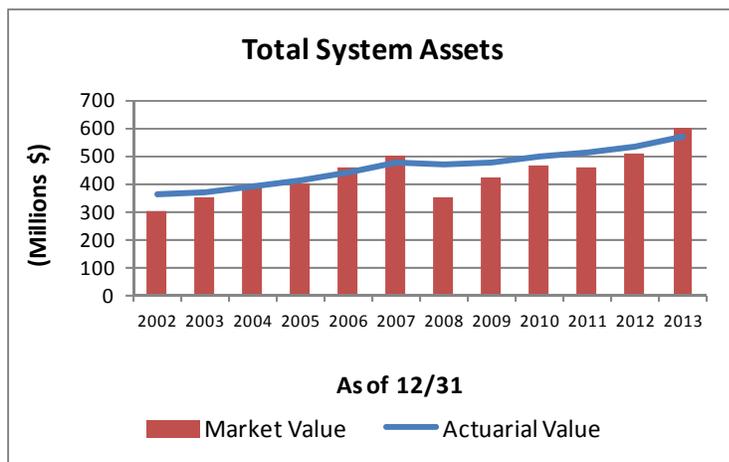
**ASSETS**

As of December 31, 2013, the System had total assets of \$598.5 million when measured on a market value basis. This was an increase of \$87.0 million from the December 31, 2012 figure of \$511.5 million. The market value of assets is not used directly in the calculation of the City’s contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the “actuarial value of assets”. The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 14 for a detailed development of the actuarial value of assets. The rate of return on the actuarial value of assets was 9.5%. Due to the strong return on the market value of assets in 2013, the market value of assets exceeds the actuarial value of assets and a deferred investment gain now exists.

The components of the change in the market and actuarial value of assets for the System (in millions) are set forth below:

	Market Value (\$M)	Actuarial Value (\$M)
Assets, December 31, 2012	\$511.5	\$533.4
- City and Member Contributions	19.5	19.5
- Benefit Payments and Refunds	(31.6)	(31.6)
- Investment Income (net of expenses)	99.1	50.0
Assets, December 31, 2013	\$598.5	\$571.3

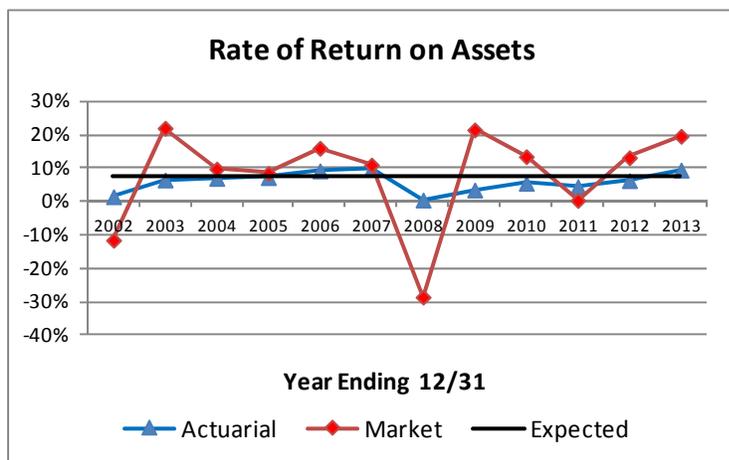
The unrecognized investment gain represents about 5% of the market value of assets. Unless offset by future investment losses or other unfavorable experience, the recognition of the \$27 million gain is expected to have a positive impact on the future funded ratio and actuarial contribution requirement. If the deferred gain was recognized immediately in the actuarial value of assets, the funded percentage would increase from 92% to 97% and the actuarially determined contribution rate for the City would decrease from 21.3% to 18.5% of payroll.



*The actuarial value of assets has both been greater than and less than the market value of assets during this period, which is expected when using a smoothing method.*



**SECTION I: EXECUTIVE SUMMARY**



*The rate of return on the actuarial value of assets has been less volatile than the market value return, which is the main reason for using an asset smoothing method.*

**LIABILITIES**

The actuarial liability is that portion of the present value of future benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and asset values at the same date is referred to as the unfunded actuarial liability (UAL), or (surplus), if the asset value exceeds the actuarial liability. The unfunded actuarial liability will be reduced if the employer’s contributions exceed the employer’s normal cost for the year, after allowing for interest earned on the previous balance of the unfunded actuarial liability. Benefit improvements, experience gains and losses, and changes in actuarial assumptions and procedures will also impact the total actuarial liability and the unfunded portion thereof.

The Actuarial Liability and Unfunded Actuarial Liability for the System as of December 31, 2013 are:

Actuarial Liability	\$617,748,283
Actuarial Value of Assets	<u>571,261,929</u>
Unfunded Actuarial Liability/(Surplus)	\$ 46,486,354

Between December 31, 2012 and December 31, 2013, the change in the unfunded actuarial liability for the System was as follows (in millions):

Change in Unfunded Actuarial Liability	(\$M)
UAL, December 31, 2012	\$55.7
+ Normal cost for year	15.2
+ Assumed investment return for year	4.9
- Actual contributions (member + city)	19.5
- Assumed investment return on contributions	0.8
= Expected Unfunded Actuarial Liability, December 31, 2013	55.5
+ Change from assumption changes	0.0
= Expected UAL after changes	55.5
Actual UAL, December 31, 2013	46.5
Experience gain/(loss): Expected UAL - Actual UAL	\$9.0

The experience gain for the 2013 plan year of \$9.0 million reflects the combined impact of an actuarial gain of about \$9.1 million on System assets (actuarial value) and a net \$0.1 million actuarial loss on

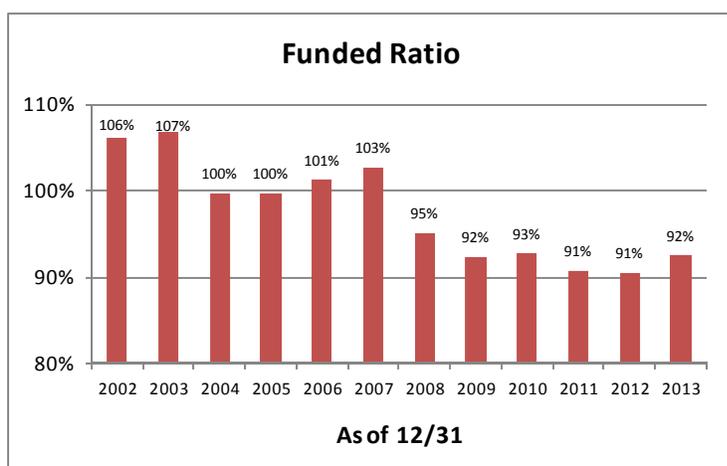


## SECTION I: EXECUTIVE SUMMARY

System liabilities. Actuarial gains from salary increases that were smaller than expected were more than offset by actuarial losses from retirement, disability and mortality experience.

Analysis of the unfunded actuarial liability strictly as a dollar amount can be misleading. Another way to evaluate the unfunded actuarial liability and the progress made in its funding is to track the funded status, the ratio of the actuarial value of assets to the actuarial liability. This information for recent years is shown below (in millions). Longer term historical information is shown in the graph following the chart.

	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013
Actuarial Liability (\$M)	\$519.9	\$536.9	\$562.5	\$589.1	\$617.7
Actuarial Value of Assets (\$M)	480.6	497.9	510.9	533.4	571.3
Funded Ratio (Actuarial Value)	92.4%	92.7%	90.8%	90.5%	92.5%
Funded Ratio (Market Value)	81.2%	87.1%	81.9%	86.8%	96.9%



*The funded ratio of the System has both improved and declined at times. The assumption changes and actuarial loss in 2004 caused the funded ratio to decline sharply. The strong asset performance in 2006 and 2007 returned the System to a surplus funded situation. The significant decline in the stock market in 2008 again dropped the funded ratio. The market rebound since then has helped stabilize the System's funded status.*

As mentioned earlier in this report, due to the asset smoothing method there is currently about a \$27 million difference between the market value and the actuarial value of assets. To the extent there is not unfavorable investment experience to offset the deferred gain, the \$27 million deferred gain will be recognized in future years and the System's funded status will improve. The System's funded status will continue to be heavily dependent on future investment experience.

### CONTRIBUTION RATES

Generally, contributions to the System consist of:

- A "normal cost" for the portion of projected liabilities allocated to service of members during the year following the valuation date by the actuarial cost method, and
- An "unfunded actuarial liability or (surplus) contribution" for the excess of the portion of projected liabilities allocated to service to date over the actuarial value of assets.

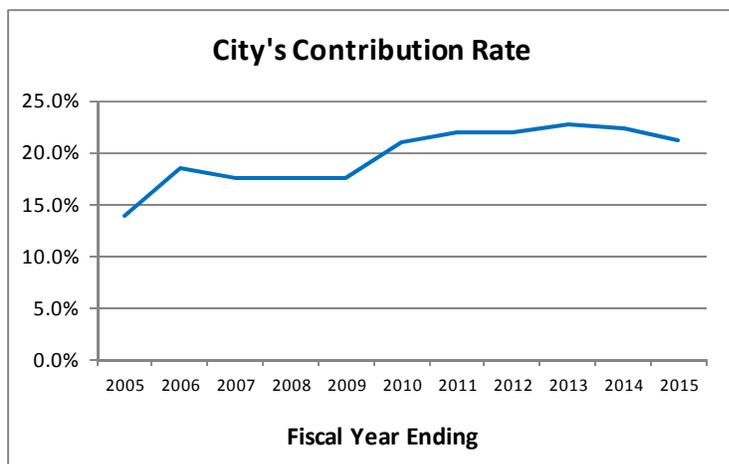
Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2015 is based on the December 31, 2013 actuarial valuation results.



## SECTION I: EXECUTIVE SUMMARY

As of December 31, 2013, the actuarial liability exceeds the actuarial value of assets so an unfunded actuarial liability (UAL) exists. In accordance with State statutes, the UAL is to be amortized over a rolling 20-year period. Amortization of the UAL results in a contribution to fund the UAL in addition to the normal cost rate. This valuation indicates the City's contribution should be 21.3% of pay (16.5% employer normal cost rate plus 4.8% UAL contribution).

A summary of the City's historical contribution rate for the System is shown below:



*As the System's funded status has trended down over the past ten years, the City's contribution rate has trended upward. The City's contribution rate is 22.4% and 21.3% for the Fiscal Years Ending 12/31/2014 and 12/31/2015, respectively.*

### COMMENTS

The System does not use the actual market value of assets in developing the actuarial contribution rate, but utilizes an asset valuation method to smooth out the peaks and valleys in investment returns from year to year. Under the asset valuation method, the actuarial value of assets is determined as 75% of the expected value (using the actuarial assumed rate of return) and 25% of the actual market value. The net return on the market value of assets for 2013 was 19.6% which eliminated the deferred investment losses that would have been recognized in the current valuation. Due to the strong return on market value of assets in 2013, the return on the actuarial value of assets was 9.5%. As a result, the System experienced an actuarial gain on assets of \$9.1 million. This gain was slightly offset by the small actuarial loss on liabilities. The overall experience for 2013 was an actuarial gain of \$9.0 million.

The deferred investment loss (market value less actuarial value of assets) is \$27 million. Absent investment losses in future years, the deferred investment gain of \$27 million will eventually be reflected in the actuarial value of assets in future years. While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred investment experience. This is accomplished by comparing the key valuation results from the December 31, 2013 actuarial valuation using both the actuarial and market value of assets (see table on next page).



## SECTION I: EXECUTIVE SUMMARY

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	Using Actuarial Value of Assets	Using Market Value of Assets
Actuarial Liability	\$617,748,283	\$617,748,283
Asset Value	571,261,929	598,458,793
Unfunded Actuarial Liability	46,486,354	19,289,490
Funded Ratio	92.5%	96.9%
Normal Cost Rate	23.5%	23.5%
UAL Contribution Rate	<u>4.8%</u>	<u>2.0%</u>
Total Contribution Rate	28.3%	25.5%
Employee Contribution Rate	<u>(7.0%)</u>	<u>(7.0%)</u>
Employer Contribution Rate	21.3%	18.5%

The experience gain on the actuarial value of assets resulted in the City's contribution rate falling from 22.4% in the December 31, 2012 valuation to 21.3% in this valuation. The actuarial contribution rate to be paid by the City has been, and will continue to be, heavily impacted by investment returns from year to year. Despite the use of an asset smoothing method, actual returns that are significantly different than the 7.75% assumption tend to create volatility in the City's contribution rate.

**SECTION I: EXECUTIVE SUMMARY****SUMMARY OF PRINCIPAL RESULTS**

<b>1. PARTICIPANT DATA</b>	<u>12/31/2013</u> <u>Valuation</u>	<u>12/31/2012</u> <u>Valuation</u>	<u>%</u> <u>Change</u>
Number of:			
Active Members			
Police	636	622	2.3%
Fire	449	462	(2.8%)
Total	<u>1,085</u>	<u>1,084</u>	0.1%
Retired Members and Beneficiaries	952	921	3.4%
Inactive Vested Members	<u>28</u>	<u>38</u>	(26.3%)
Total Members	2,065	2,043	1.1%
Annual Projected Payroll			
Police	\$ 41,425,907	\$ 39,970,563	3.6%
Fire	27,466,328	27,527,116	(0.2%)
Total	<u>\$ 68,892,235</u>	<u>\$ 67,497,679</u>	2.1%
Annual Retirement Payments for Retired Members and Beneficiaries	\$ 27,143,376	\$ 25,226,232	7.6%
<b>2. ASSETS AND LIABILITIES</b>			
Total Actuarial Liability	\$ 617,748,283	\$ 589,073,375	4.9%
Market Value of Assets	598,458,793	511,488,454	17.0%
Actuarial Value of Assets	571,261,929	533,380,618	7.1%
Unfunded Actuarial Liability/(Surplus)	\$ 46,486,354	\$ 55,692,757	(16.5%)
Funded Ratio	92.5%	90.5%	2.1%
<b>3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL</b>			
Normal Cost	23.5%	23.5%	0.0%
Member Financed	(7.0%)	(7.0%)	0.0%
Employer Normal Cost	<u>16.5%</u>	<u>16.5%</u>	0.0%
Amortization of Unfunded Actuarial Liability or (Surplus)	<u>4.8%</u>	<u>5.9%</u>	(18.6%)
Employer Contribution Rate	21.3%	22.4%	(4.9%)



## SECTION II: SCOPE OF THE REPORT

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This report presents the actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF) as of December 31, 2013. This valuation was prepared at the request of the System's Board of Trustees. The report is based on plan provisions and actuarial assumptions that are unchanged from last year.

Please pay particular attention to our cover letter, where the guidelines employed in the preparation of this report are outlined. We also comment on the sources and reliability of both the data and the actuarial assumptions upon which our findings are based. Those comments are the basis for our certification that this report is complete and accurate to the best of our knowledge and belief.

A summary of the findings resulting from this valuation is presented in the previous section. Section 3 describes the assets and investment experience of the System. Sections 4 and 5 describe how the obligations of the System are to be met under the actuarial cost method in use. Section 6 includes the information required for the financial reporting standards established by the Governmental Accounting Standards Board (GASB).

This report includes several appendices:

- Appendix A Schedules of valuation data classified by various categories of members.
- Appendix B A summary of the current benefit structure, as determined by the provisions of governing law on the valuation date.
- Appendix C A summary of the actuarial methods and assumptions used to estimate liabilities and determine contribution rates.
- Appendix D A glossary of actuarial terms.



### **SECTION III: ASSETS**

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In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2013. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

#### **MARKET VALUE OF ASSETS**

The current market value represents the “snapshot” or “cash-out” value of System assets as of the valuation date. In addition, the market value of assets provides a basis for measuring investment performance from time to time. At December 31, 2013, the market value of assets for the System was \$598 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2013, and December 31, 2012, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2012 to December 31, 2013.

#### **ACTUARIAL VALUE OF ASSETS**

Neither the market value of assets, representing a “cash-out” value of System assets, nor the book values of assets, representing the cost of investments, may be the best measure of the System’s ongoing ability to meet its obligations.

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted for the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2013.



SECTION III: ASSETS

TABLE 1

Analysis of Net Assets at Market Value

	As of December 31, 2013		As of December 31, 2012	
	<u>Amount</u> <u>(\$ Millions)</u>	<u>% of</u> <u>Total</u>	<u>Amount</u> <u>(\$ Millions)</u>	<u>% of</u> <u>Total</u>
Cash and Equivalents	\$ 0.5	0.1%	\$ 0.5	0.1%
Government Securities	36.2	6.0	37.5	7.3
Corporate Debt	44.3	7.4	46.2	9.0
Mortgage Backed Securities	37.9	6.3	40.3	7.9
Pooled Funds	111.3	18.6	86.8	17.0
Domestic Equity	224.9	37.6	174.6	34.1
International Equity	104.8	17.5	83.4	16.3
Real Estate	31.8	5.3	17.9	3.5
Timber	12.8	2.1	10.6	2.1
Commodities	0.0	0.0	12.5	2.4
Securities Lending Collateral Pool	42.1	7.0	31.5	6.2
Other	0.1	0.0	0.2	0.0
Receivables	12.6	2.1	11.7	2.3
Liabilities	(60.8)	(10.0)	(42.2)	(8.2)
<b>Total</b>	<u>\$ 598.5</u>	<u>100.0%</u>	<u>\$ 511.5</u>	<u>100.0%</u>



TABLE 2

Summary of Changes in Net Assets  
For Year Ended December 31, 2013

(Market Value)

1. Market Value of Assets as of December 31, 2012	\$ 511,488,454
2. Adjustment to Tie to Audited Financial Statements	\$ 3,985
3. Contributions:	
a. Members	\$ 4,607,691
b. City	14,889,714
c. Total	\$ 19,497,405
4. Investment Income:	
a. Interest and Dividends	\$ 14,511,288
b. Net Appreciation in Fair Value	87,465,562
c. Commission Recapture	16,705
d. Net Securities Lending Income	131,852
e. Total	\$ 102,125,407
5. Expenditures:	
a. Refunds of Member Contributions	\$ 402,003
b. Benefits Paid:	
(1) Pension and Death Benefits	25,955,145
(2) BackDROP Payments	5,202,861
c. Administrative Expenses	401,901
d. Investment Expenses	2,694,548
e. Total	\$ 34,656,458
6. Net Change [3(c) + 4(e) - 5(e)]	\$ 86,966,354
7. Market Value of Assets as of December 31, 2013 [(1) + (2) + (6)]	\$ 598,458,793



TABLE 3

Development of Actuarial Value of Assets  
as of December 31, 2013

1. Actuarial Value of Assets as of December 31, 2012	\$	533,380,618
2. Actual Contributions/Disbursements		
a. Contributions	\$	19,497,405
b. Benefit Payments and Refunds		(31,560,009)
c. Net	\$	(12,062,604)
3. Expected Value of Assets as of December 31, 2013 [(1) * 1.0775] + [2(c) * (1.0775) <sup>5</sup> ]	\$	562,196,308
4. Market Value of Assets as of December 31, 2013	\$	598,458,793
5. Difference Between Actual and Expected Values	\$	36,262,485
6. Actuarial Value of Assets as of December 31, 2013 (3) + [(5) * 0.25]	\$	571,261,929
7. Actuarial Value of Assets Divided by Market Value of Assets		95.5%
8. Market Value of Assets Minus Actuarial Value of Assets	\$	27,196,864



## **SECTION IV: SYSTEM LIABILITIES**

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In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2013. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

Table 4 contains an analysis of the actuarial present value of all future benefits (PVFB) for contributing members, inactive members, retirees and their beneficiaries.

The liabilities summarized in Table 4 include the actuarial present value of all future benefits expected to be paid with respect to each member. For an active member, this value includes the measurement of both benefits already earned and future benefits to be earned. For all members, active and retired, the value extends over benefits earnable and payable for the rest of their lives and for the lives of the surviving beneficiaries.

All liabilities reflect the benefit provisions in place as of December 31, 2013.

### **ACTUARIAL LIABILITY**

A fundamental principle in financing the liabilities of a prefunded retirement program is that the cost of its benefits should be related to the period in which benefits are earned, rather than to the period of benefit distribution. An actuarial cost method is a mathematical technique that allocates the present value of future benefits into annual costs. In order to do this allocation, it is necessary for the funding method to “breakdown” the present value of future benefits into two components:

1. That which is attributable to the past and
2. That which is attributable to the future.

Actuarial terminology calls the part attributable to the past the “past service liability” or the “actuarial liability”. The portion allocated to the future is known as the present value of future normal costs, with the specific piece of it allocated to the current year being called the “normal cost”. Table 5 contains the calculation of actuarial liability to the System. The Entry Age Normal actuarial cost method is used to develop the actuarial liability.



**SECTION IV: SYSTEM LIABILITIES**

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**TABLE 4**

**Present Value of Future Benefits (PVFB)  
as of December 31, 2013**

	<b>Plans</b>		
	<b><u>A and B</u></b>	<b><u>Plan C</u></b>	<b><u>Total</u></b>
1. Active Employees			
a. Retirement Benefit	\$ 9,368,453	\$ 369,194,967	\$ 378,563,420
b. Pre-Retirement Death Benefit	0	5,105,434	5,105,434
c. Withdrawal Benefit	0	13,309,941	13,309,941
d. Disability Benefit	0	57,948,855	57,948,855
e. Total	<u>\$ 9,368,453</u>	<u>\$ 445,559,197</u>	<u>\$ 454,927,650</u>
2. Inactive Vested Members	\$ 0	\$ 6,871,629	\$ 6,871,629
3. In Pay Members			
a. Retirees	\$ 152,936,753	\$ 81,043,249	\$ 233,980,002
b. Disabled Members	16,917,390	38,247,471	55,164,861
c. Beneficiaries	23,099,077	5,981,216	29,080,293
d. Total	<u>\$ 192,953,220</u>	<u>\$ 125,271,936</u>	<u>\$ 318,225,156</u>
4. Total Present Value of Future Benefits 1(e) + (2) + 3(d)	\$ 202,321,673	\$ 577,702,762	\$ 780,024,435



**SECTION IV: SYSTEM LIABILITIES**

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**TABLE 5**

**Actuarial Liability  
as of December 31, 2013**

	<b><u>Plans A and B</u></b>	<b><u>Plan C</u></b>	<b><u>Total</u></b>
1. Active Employees			
a. Present Value of Future Benefits	\$ 9,368,453	\$ 445,559,197	\$ 454,927,650
b. Present Value of Future Normal Costs	177,057	162,099,095	162,276,152
c. Actuarial Liability 1(a) - 1(b)	\$ <u>9,191,396</u>	\$ <u>283,460,102</u>	\$ <u>292,651,498</u>
2. Inactive Vested Members	\$ 0	\$ 6,871,629	\$ 6,871,629
3. In Pay Members			
a. Retirees	\$ 152,936,753	\$ 81,043,249	\$ 233,980,002
b. Disabled Members	16,917,390	38,247,471	55,164,861
c. Beneficiaries	23,099,077	5,981,216	29,080,293
d. Total	\$ <u>192,953,220</u>	\$ <u>125,271,936</u>	\$ <u>318,225,156</u>
4. Total Actuarial Liability 1(c) + (2) + 3(d)	\$ 202,144,616	\$ 415,603,667	\$ 617,748,283



**SECTION IV: SYSTEM LIABILITIES**

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**TABLE 6**

**Present Value of Accrued Benefits  
as of December 31, 2013**

The present value of accrued benefits for the System reflects the benefits earned based on service, earnings, and the System provisions as of the valuation date. It also reflects the on-going nature of the System by using the same actuarial assumptions as are used for funding purposes. Further, because the System provides that the accrued benefits of deferred vested members are indexed until benefits begin, the present value of the accrued benefit liability for active members reflects this provision from the assumed termination of employment to the assumed benefit commencement date.

	<u>Plans A and B</u>	<u>Plan C</u>	<u>Total</u>
1. Active Employees	\$ 9,368,453	\$ 218,811,634	\$ 228,180,087
2. Inactive Vested Members	\$ 0	\$ 6,871,629	\$ 6,871,629
3. In Pay Members			
a. Retirees	\$ 152,936,753	\$ 81,043,249	\$ 233,980,002
b. Disabled Members	16,917,390	38,247,471	55,164,861
c. Beneficiaries	23,099,077	5,981,216	29,080,293
d. Total	\$ <u>192,953,220</u>	\$ <u>125,271,936</u>	\$ <u>318,225,156</u>
4. Total	\$ 202,321,673	\$ 350,955,199	\$ 553,276,872
5. Market Value of Assets*	\$ 218,843,748	\$ 379,615,045	\$ 598,458,793
6. Funded Ratio (5)/(4)	108%	108%	108%

\* Split of assets between Plans A and B and Plan C is in proportion to the liabilities for illustrative purposes only.



## **SECTION V: EMPLOYER CONTRIBUTIONS**

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The previous two sections were devoted to a discussion of the assets and liabilities of the System. A comparison of Tables 3 and 4 indicates that current assets fall short of meeting the present value of future benefits (total liability). This is expected in all but a completely closed fund, where no further contributions are anticipated. In an active system, there will almost always be a difference between the actuarial value of assets and total liabilities. This deficiency has to be made up by future contributions and investment returns. An actuarial valuation sets out a schedule of future contributions that will deal with this deficiency in an orderly fashion.

The method used to determine the incidence of the contributions in various years is called the actuarial cost method. Under an actuarial cost method, the contributions required to meet the difference between current assets and current liabilities are allocated each year between two elements: (1) the normal cost rate and (2) the unfunded actuarial liability contribution rate.

The term “fully funded” is often applied to a system in which contributions at the normal cost rate are sufficient to pay for the benefits of existing employees as well as for those of new employees. More often than not, systems are not fully funded, either because of past benefit improvements that have not been completely funded or because of actuarial deficiencies that have occurred because experience has not been as favorable as anticipated. Under these circumstances, an unfunded actuarial liability (UAL) exists. Likewise, when the actuarial value of assets is greater than the actuarial liability, a surplus exists.

### **DESCRIPTION OF CONTRIBUTION RATE COMPONENTS**

The Entry Age Normal (EAN) actuarial cost method is used for the valuation. Under this method, the normal cost for each year from entry age to assumed exit age is a constant percentage of the member’s year by year projected compensation. The portion of the present value of future benefits not provided by the present value of future normal costs is the actuarial liability. The unfunded actuarial liability/(surplus) represents the difference between the actuarial liability and the actuarial value of assets as of the valuation date. The unfunded actuarial liability is calculated each year and reflects experience gains/(losses).

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2013 actuarial valuation will be used to determine employer contribution rates to the Police and Fire Retirement System of Wichita, Kansas for fiscal year 2015. In this context, the term “contribution rate” means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2013, the valuation assets were less than the actuarial liability so an unfunded actuarial liability exists. State statutes require any unfunded actuarial liability/(surplus) in municipal police and fire retirement systems to be amortized over a rolling 20-year period. The amortization of the UAL results in an employer contribution that is more than the employer normal cost rate.

### **CONTRIBUTION RATE SUMMARY**

In Table 7, the amortization payment related to the unfunded actuarial liability/(surplus), as of December 31, 2013, is developed. Table 8 develops the normal cost rate for the System. The derivation of the total contribution rate for the City is shown in Table 9. Table 10 shows the historical summary of the City’s contribution rates. Table 11 develops the experience gain/(loss) for the year ended December 31, 2013.

The rates shown in this report are based on the actuarial assumptions and cost methods described in Appendix C.



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 7**

**Derivation of Unfunded Actuarial Liability Contribution Rate**

1. Actuarial Accrued Liability	\$	617,748,283
2. Actuarial Value of Assets	\$	571,261,929
3. Unfunded Actuarial Liability/(Surplus)	\$	46,486,354
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years*	\$	3,308,488
5. Total Projected Payroll for the Year	\$	68,892,235
6. Amortization Payment as a Percent of Payroll		4.8%

\* The UAL is amortized as a level percent of payroll over a rolling 20-year period.



**SECTION V: EMPLOYER CONTRIBUTIONS**

---

**TABLE 8**

**Derivation of Normal Cost Rate**

Normal Cost for Year End December 31, 2013	
Service pensions	\$ 10,586,108
Disability pensions	3,373,961
Survivor Pensions	316,877
Termination Benefits	1,035,074
Total Normal Cost	\$ 15,312,020
Expected Payroll in 2014 for Current Actives	\$ 65,263,324
Total Normal Cost Rate for Year	23.5%



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 9**

**Employer Contribution Rates  
for Fiscal Year Commencing in 2015**

	<b>Contribution Requirement as a % of Payroll</b>
Normal Cost	
Service pensions	16.2 %
Disability pensions	5.2 %
Survivor pensions	0.5 %
Termination pensions	1.6 %
Total Normal Cost	<u>23.5 %</u>
Unfunded Actuarial Liability	
Retired members and beneficiaries <sup>(1)</sup>	0.0 %
Active and former members <sup>(2)</sup>	4.8 %
Total UAL Contribution	<u>4.8 %</u>
Total Contribution Requirement	
Member Financed Portion <sup>(3)</sup>	7.0 %
City Financed Portion	21.3 %
Total	<u>28.3 %</u>

<sup>(1)</sup> Actuarial accrued liability for retired members and beneficiaries was fully funded as of December 31, 2013

<sup>(2)</sup> The excess of the actuarial liability over actuarial value of assets is amortized as a level percent of active member payroll over a rolling 20-year period.

<sup>(3)</sup> The weighted average of member contribution rates: 8.0% for Plan A and 7.0% for Plan C.



**SECTION V: EMPLOYER CONTRIBUTIONS**

**TABLE 10**

**Historical Summary of City Contribution Rates**

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2013, the actuarial value of assets is less than actuarial liabilities resulting in an unfunded actuarial liability (UAL). The UAL is amortized over a rolling 20-year period.

<b>Valuation Date</b>	<b>Fiscal Year</b>	<b>City Contributions as Percents of Active Member Pensionable Payroll</b>	
		<b>Funding Objective</b>	<b>Amortization (Credit)/Payment</b>
11/30/1992	1994	23.3%	0.0%
11/30/1993	1995	22.7	0.0
11/30/1994	1996	22.6	0.0
12/31/1995	1997	18.3 <sup>(1)</sup>	0.0
12/31/1996	1998	17.5	0.0
12/31/1997	1999	15.2 - 15.9	(0.7)
12/31/1998	2000	12.3 - 15.9	(3.6)
12/31/1999 <sup>(2)</sup>	2001	9.6 - 16.8	(7.2)
12/31/2000	2002	8.2 - 16.8	(8.7)
12/31/2001	2003	10.0 - 16.8	(6.8)
12/31/2002	2004	14.0 - 17.0	(3.0)
12/31/2003	2005	13.6 - 17.0	(3.4)
12/31/2004 <sup>(3)</sup>	2006	18.4	0.1
12/31/2005	2007	17.5	0.2
12/31/2006	2008	16.8 - 17.5	(0.7)
12/31/2007	2009	16.0 - 17.5	(1.5)
12/31/2008	2010	20.8	2.7
12/31/2009 <sup>(4)</sup>	2011	22.0	4.3
12/31/2010	2012	22.0	4.2
12/31/2011	2013	22.8	5.6
12/31/2012	2014	22.4	5.9
12/31/2013	2015	21.3	4.8

<sup>(1)</sup> Reflects allocation of assets to fully fund retired life liabilities.

<sup>(2)</sup> Includes benefit provision and assumption changes and 1% decrease in member contribution rate.

<sup>(3)</sup> Reflects assumption changes and elimination of surplus assets.

<sup>(4)</sup> Reflects assumption changes.



**SECTION V: EMPLOYER CONTRIBUTIONS**

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**TABLE 11**  
**Derivation of System Experience Gain/(Loss)**

	(\$M) <b>Year Ended</b> <b><u>12/31/2013</u></b>
(1) UAL* at start of year	\$55.7
(2) + Normal cost for year	15.2
(3) + Assumed investment return on (1) and (2)	4.9
(4) - Actual contributions (member + City)	19.5
(5) - Assumed investment return on (4)	0.8
(6) = Expected UAL at end of year	55.5
(7) + Increase (decrease) from assumption changes	0.0
(8) = Expected UAL after changes	55.5
(9) = Actual UAL at year end	46.5
(10) = Experience gain/(loss) (8) - (9)	\$9.0**
(11) = Percent of beginning of year AL	1.5%

\* Unfunded Actuarial Liability/(Surplus)

\*\* Of this amount, there was an experience gain of \$9.1 million due to the actuarial value of assets and an experience loss of \$0.1 million on actuarial liabilities.



## SECTION VI: ACCOUNTING INFORMATION

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The actuarial liability is a measure intended to help the reader assess (i) a retirement system's funded status on an on-going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the Entry Age Normal actuarial cost method. Assumptions, including projected pay increases, were the same as used to determine the System's level percent of payroll annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The preceding methods comply with the financial reporting standards established by the Governmental Accounting Standards Board.

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the System as of December 31, 2013. Significant actuarial assumptions used in determining the actuarial liability include:

- (a) A rate of return on the investment of present and future assets of 7.75% per year compounded annually,
- (b) Projected salary increases of 4.00% per year compounded annually, (3.50% attributable to inflation, and 0.50% attributable to productivity),
- (c) Additional projected salary increases of 1.0% to 2.75% per year attributable to seniority/merit, and
- (d) The assumption that benefits will increase 2.0% per year of retirement, non-compounded commencing 36 months after retirement.

### Actuarial Liability:

Active members	\$292,651,498
Retired members and beneficiaries currently receiving benefits	318,225,156
Vested terminated members not yet receiving benefits	<u>6,871,629</u>
Total Actuarial Liability	\$617,748,283
Actuarial Value of Assets (market value was \$598,458,793)	\$571,261,929
Unfunded Actuarial Liability	\$ 46,486,354

During the year ended December 31, 2013, the System experienced a net decrease of \$9.2 million in the unfunded actuarial liability.



SECTION VI: ACCOUNTING INFORMATION

TABLE 12

Required Supplementary Information
Schedule of Funding Progress

Table with 7 columns: Actuarial Valuation Date, Actuarial Value of Assets (a), Actuarial Liability (AL) (b), Unfunded AL (UAL) (b)-(a), Funded Ratio (a)/(b), Active Member Covered Payroll (c), and UAL as a Percentage of Active Member Covered Payroll [(b)-(a)]/(c). Rows range from 11/30/1992 to 12/31/2013.

Dollar amounts are in thousands.

Note: Years prior to 12/31/2012 were provided by prior actuary.

(1) After changes in benefits and/or actuarial assumptions and/or actuarial cost methods.

(2) These amounts have been revised from the \$63,479,000 and 62.0% amounts reported in the December 31, 2009 actuarial valuation report.

Analysis of the dollar amounts of actuarial value of assets, actuarial liability, or unfunded actuarial liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the actuarial liability provides one indication of the System's funded status on an on-going concern basis.



SECTION VI: ACCOUNTING INFORMATION

TABLE 13

Required Supplementary Information
Schedule of Employer Contributions

Table with 4 columns: Fiscal Year, Actuarial Valuation Date, Annual Required Contribution, and Percent Contributed. Rows range from 1997 to 2013.

Note: Years prior to 2012 were provided by prior actuary.

Notes to Required Supplementary Information
Summary of Actuarial Methods and Assumptions

Table listing actuarial methods and assumptions such as Valuation Date (December 31, 2013), Actuarial Cost Method (Entry Age Normal), and Actuarial Assumptions (Investment Rate of Return\* 7.75%).



**SECTION VI: ACCOUNTING INFORMATION**

**TABLE 14**  
**Solvency Test**

<b>Valuation Date</b>	<b>Aggregate Actuarial Liability For</b>				<b>Portion of Actuarial Liabilities Covered by Reported Assets</b>		
	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>Reported Valuation Assets</b>	<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
	<b>Active Member Contributions</b>	<b>Retirants and Beneficiaries*</b>	<b>Active Members (Employer Financed Portion)</b>		<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
12/31/1995	\$19,597,012	\$132,215,980	\$79,559,050	\$213,431,416	100.0%	100.0%	77.4%
12/31/1996	20,807,624	141,902,560	84,497,686	237,553,602	100.0	100.0	88.6
12/31/1997	22,518,199	146,068,362	90,119,236	262,814,796	100.0	100.0	104.6
12/31/1998	23,845,658	157,021,415	94,033,395	295,624,986	100.0	100.0	122.0
12/31/1999	24,759,118	170,478,501	96,395,412	330,071,866	100.0	100.0	139.9
12/31/2000	27,152,206	183,463,718	98,277,967	354,044,311	100.0	100.0	145.9
12/31/2001	27,694,761	183,034,623	114,605,637	362,493,060	100.0	100.0	132.4
12/31/2002	34,440,696	182,063,498	124,019,921	361,687,109	100.0	100.0	117.1
12/31/2003	37,027,041	186,930,565	126,486,746	374,170,781	100.0	100.0	118.8
12/31/2004	40,959,525	201,051,248	151,375,876	392,484,697	100.0	100.0	99.4
12/31/2005	44,057,922	210,560,068	159,408,592	412,822,760	100.0	100.0	99.2
12/31/2006	48,361,719	216,449,174	174,368,239	444,497,827	100.0	100.0	103.1
12/31/2007	53,686,866	230,893,426	183,634,348	480,820,001	100.0	100.0	106.9
12/31/2008	58,050,319	238,590,747	199,920,080	472,345,191	100.0	100.0	87.9
12/31/2009	60,326,408	257,298,665	202,309,181	480,555,562	100.0	100.0	80.5
12/31/2010	63,515,814	270,693,677	202,698,947	497,925,786	100.0	100.0	80.8
12/31/2011	66,390,179	293,730,691	202,367,017	510,946,217	100.0	100.0	74.5
12/31/2012	70,527,705	305,985,839	212,559,831	533,380,618	100.0	100.0	73.8
12/31/2013	74,238,693	325,096,785	218,412,805	571,261,929	100.0	100.0	78.7

During the twelve months ended December 31, 2013, the Police and Fire Retirement System of Wichita, Kansas generated a net actuarial gain of \$9.0 million. The amount is 1.5% of the actuarial liability at the beginning of the year.

\* Includes vested terminated members.

Note: Years prior to 2012 provided by prior actuary.



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**MEMBER DATA RECONCILIATION**

December 31, 2012 to December 31, 2013

The number of members included in the valuation, as summarized in the table below, is in accordance with the data submitted by the System for members of the valuation date.

	Active Participants		Retirees and Beneficiaries		Inactive Vested		Total
	Police	Fire	Police	Fire	Police	Fire	
Members as of 12/31/2012	622	462	445	476	29	9	2,043
New Members	+41	0	+5	+5	0	0	+51
Transfers	-3	+3	0	0	0	0	0
Rehires	+5	0	0	0	-2	0	+3
Terminations							
Refunded	-11	-4	0	0	-1	0	-16
Deferred Vested	-1	-1	0	0	+1	+1	0
Completion of payments to minor child	0	0	0	-1	0	0	-1
Retirements							
Service	-13	-11	+18	+16	-5	-5	0
Disability	-4	0	+4	0	0	0	0
Deaths							
Cashed Out	0	0	0	0	0	0	0
With Beneficiary	0	0	-4	-4	0	0	-8
Without Beneficiary	0	0	-1	-7	0	0	-8
Data Adjustments	0	0	0	0	0	+1	+1
<b>Members as of 12/31/2013</b>	<b>636</b>	<b>449</b>	<b>467</b>	<b>485</b>	<b>22</b>	<b>6</b>	<b>2,065</b>



**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

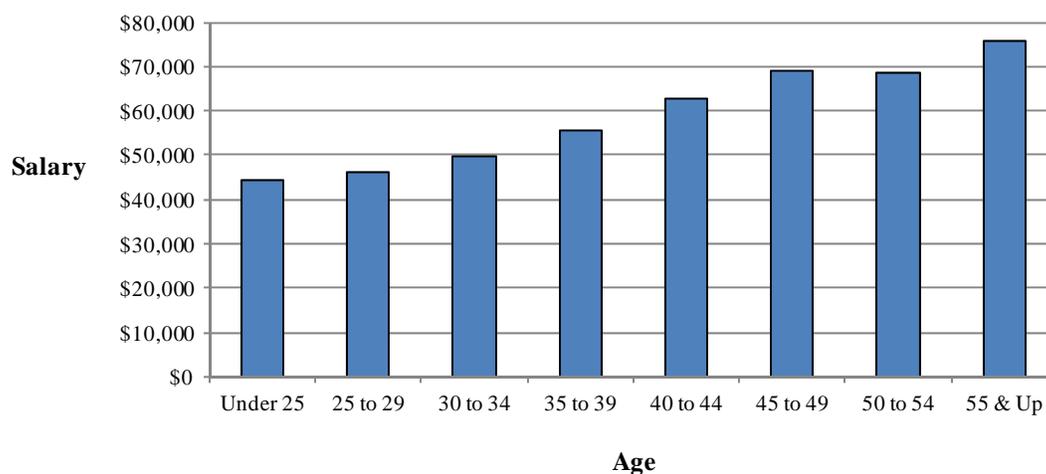
**SUMMARY OF ACTIVE MEMBERS**  
as of December 31, 2013

Total

Age	Number			Valuation Salaries*		
	Police	Fire	Total	Police	Fire	Total
Under 25	20	6	26	\$ 901,626	\$ 254,202	\$ 1,155,828
25 to 29	68	48	116	3,251,223	2,115,039	5,366,262
30 to 34	94	87	181	4,865,932	4,117,586	8,983,518
35 to 39	93	70	163	5,416,602	3,657,050	9,073,652
40 to 44	137	72	209	8,840,016	4,266,863	13,106,879
45 to 49	113	68	181	7,916,895	4,593,569	12,510,464
50 to 54	71	56	127	4,971,512	3,722,171	8,693,683
55 & Up	40	42	82	2,984,445	3,218,173	6,202,618
<b>Total</b>	<b>636</b>	<b>449</b>	<b>1,085</b>	<b>\$39,148,251</b>	<b>\$25,944,653</b>	<b>\$65,092,904</b>

\* Actual salary as reported by System for year ending 12/31/2013

**Average Salary by Age**





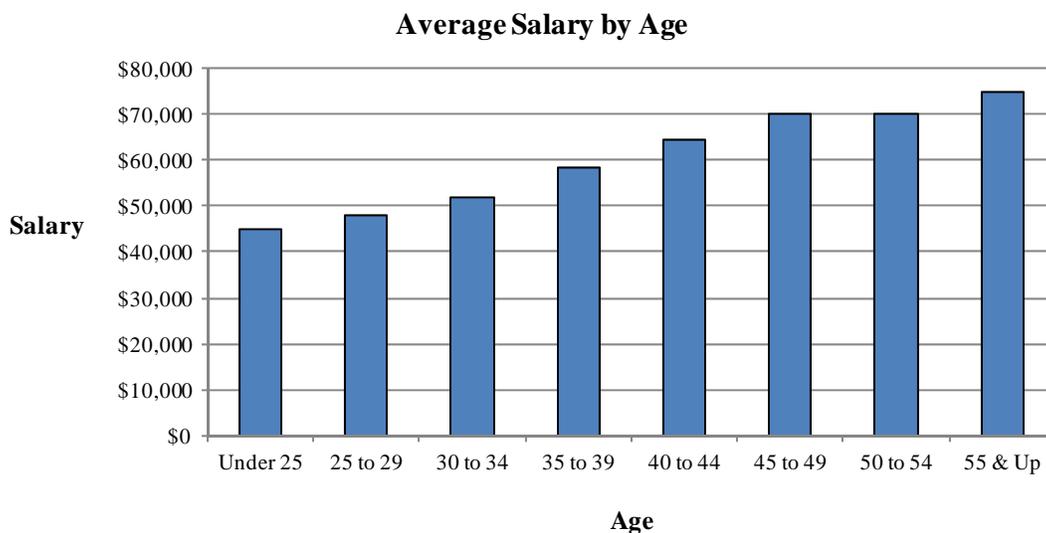
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF ACTIVE MEMBERS**  
as of December 31, 2013

Police

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	16	4	20	\$ 720,892	\$ 180,734	\$ 901,626
25 to 29	59	9	68	2,827,328	423,895	3,251,223
30 to 34	80	14	94	4,157,407	708,525	4,865,932
35 to 39	74	19	93	4,304,254	1,112,348	5,416,602
40 to 44	118	19	137	7,657,136	1,182,880	8,840,016
45 to 49	108	5	113	7,574,718	342,177	7,916,895
50 to 54	69	2	71	4,852,585	118,927	4,971,512
55 & Up	35	5	40	2,597,554	386,891	2,984,445
<b>Total</b>	<b>559</b>	<b>77</b>	<b>636</b>	<b>\$34,691,874</b>	<b>\$4,456,377</b>	<b>\$39,148,251</b>

\* Actual salary as reported by System for year ending 12/31/2013





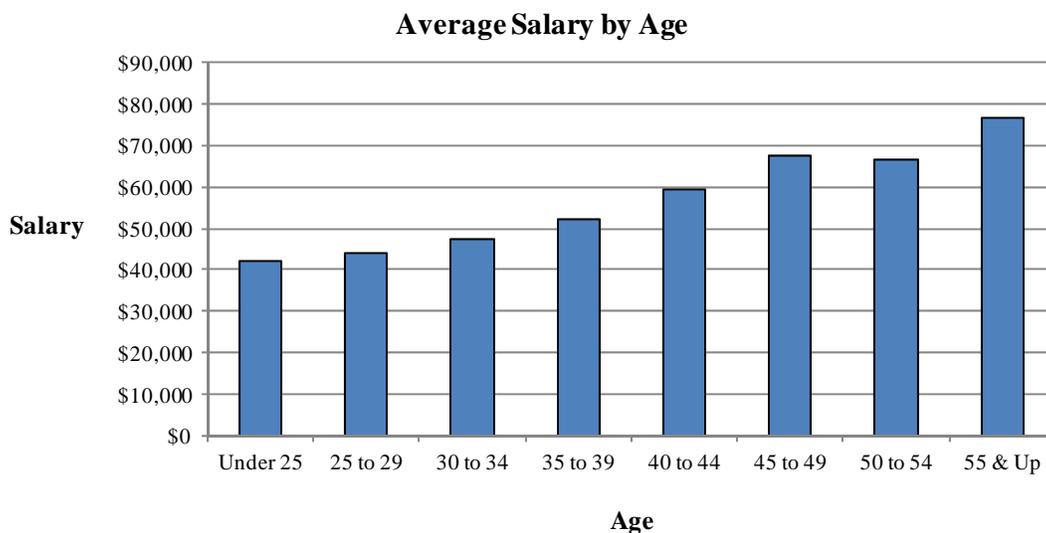
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF ACTIVE MEMBERS**  
as of December 31, 2013

Fire

Age	Number			Valuation Salaries*		
	Male	Female	Total	Male	Female	Total
Under 25	6	0	6	\$ 254,202	\$ 0	\$ 254,202
25 to 29	48	0	48	2,115,039	0	2,115,039
30 to 34	84	3	87	3,980,086	137,500	4,117,586
35 to 39	69	1	70	3,601,965	55,085	3,657,050
40 to 44	72	0	72	4,266,863	0	4,266,863
45 to 49	66	2	68	4,472,762	120,807	4,593,569
50 to 54	56	0	56	3,722,171	0	3,722,171
55 & Up	41	1	42	3,120,063	98,110	3,218,173
<b>Total</b>	<b>442</b>	<b>7</b>	<b>449</b>	<b>\$25,533,151</b>	<b>\$411,502</b>	<b>\$25,944,653</b>

\* Actual salary as reported by System for year ending 12/31/2013





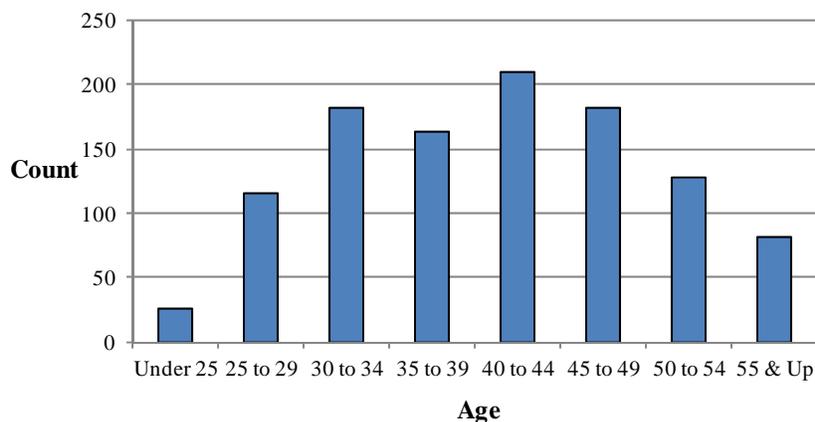
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

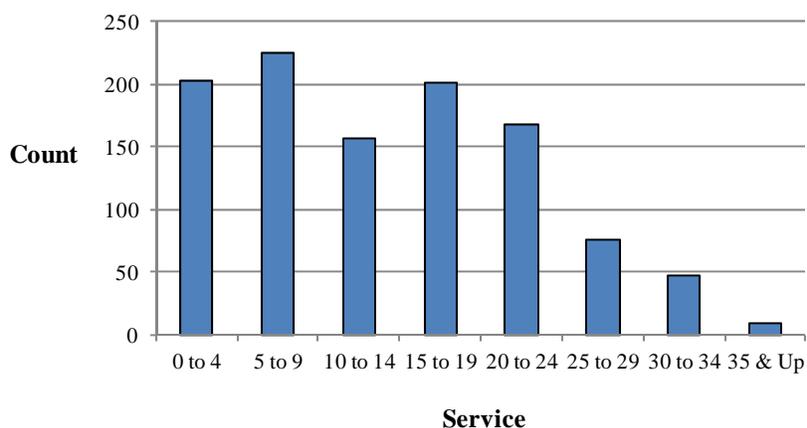
Total

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	26	0	0	0	0	0	0	0	26
25 to 29	86	30	0	0	0	0	0	0	116
30 to 34	61	100	20	0	0	0	0	0	181
35 to 39	19	59	62	23	0	0	0	0	163
40 to 44	8	26	59	95	21	0	0	0	209
45 to 49	0	3	9	64	85	20	0	0	181
50 to 54	2	6	4	15	44	41	15	0	127
55 & Up	0	1	2	4	17	15	33	10	82
<b>Total</b>	<b>202</b>	<b>225</b>	<b>156</b>	<b>201</b>	<b>167</b>	<b>76</b>	<b>48</b>	<b>10</b>	<b>1,085</b>

**Age Distribution**



**Service Distribution**





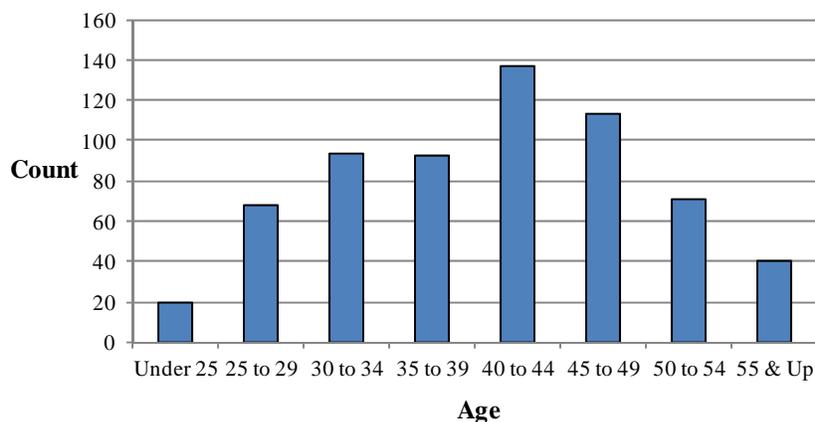
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

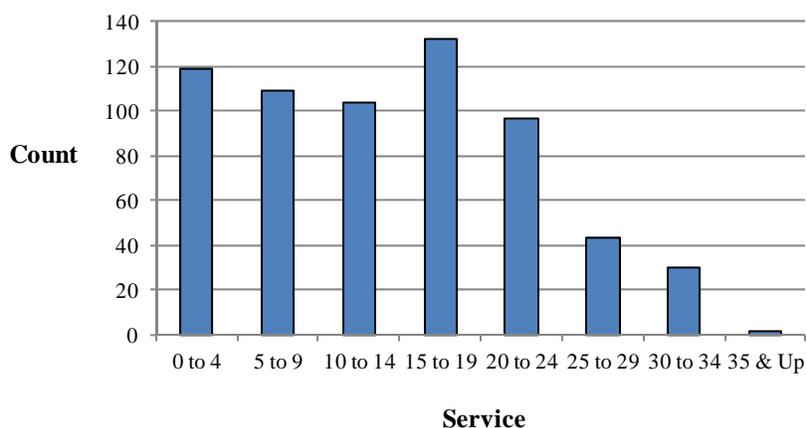
Police

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	20	0	0	0	0	0	0	0	20
25 to 29	54	14	0	0	0	0	0	0	68
30 to 34	30	51	13	0	0	0	0	0	94
35 to 39	9	26	42	16	0	0	0	0	93
40 to 44	4	11	40	65	17	0	0	0	137
45 to 49	0	2	5	41	52	13	0	0	113
50 to 54	2	4	2	9	22	24	8	0	71
55 & Up	0	1	2	1	6	6	22	2	40
<b>Total</b>	<b>119</b>	<b>109</b>	<b>104</b>	<b>132</b>	<b>97</b>	<b>43</b>	<b>30</b>	<b>2</b>	<b>636</b>

**Age Distribution**



**Service Distribution**





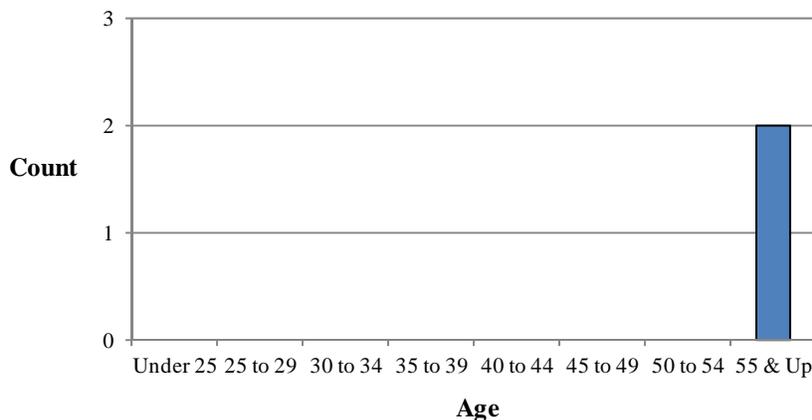
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

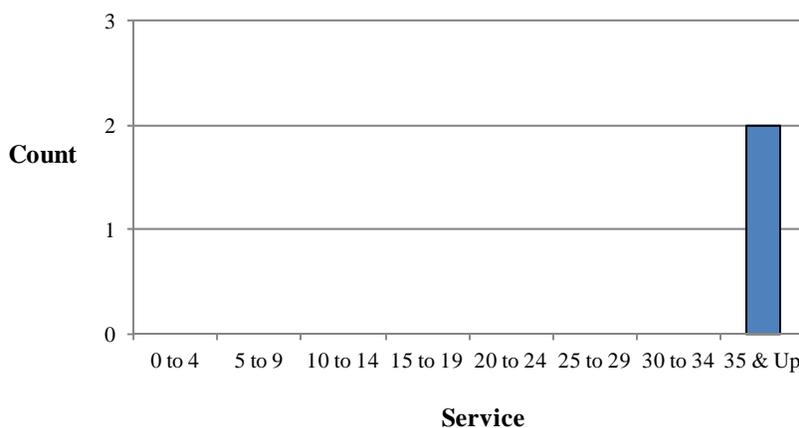
Police – Plan A

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	0	0	0
55 & Up	0	0	0	0	0	0	0	2	2
<b>Total</b>	0	0	0	0	0	0	0	2	2

**Age Distribution**



**Service Distribution**





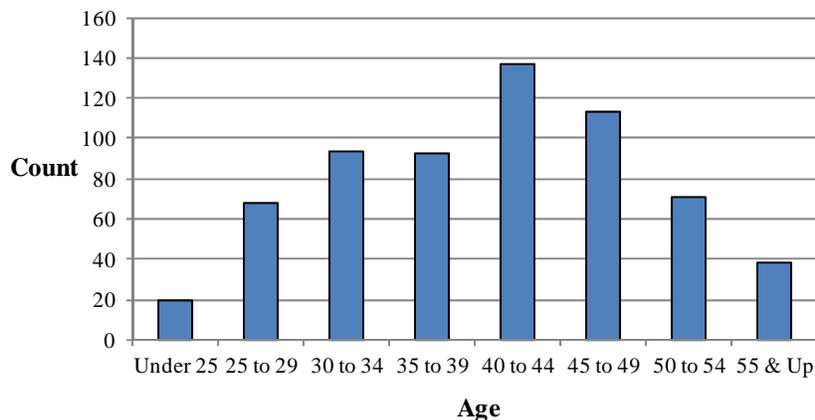
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

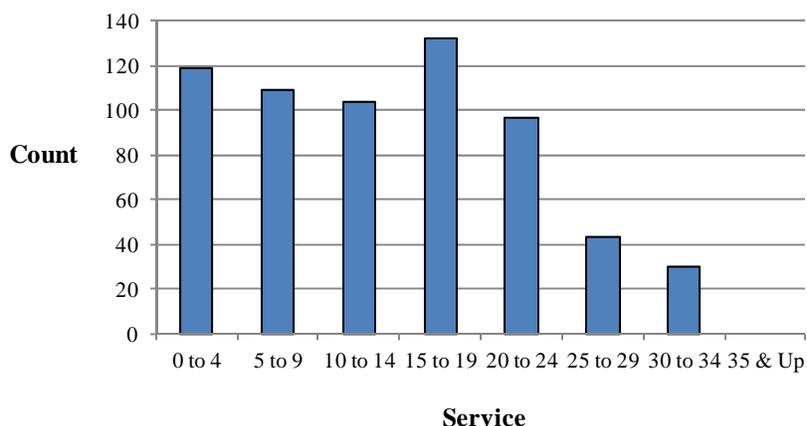
Police – Plan C

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	20	0	0	0	0	0	0	0	20
25 to 29	54	14	0	0	0	0	0	0	68
30 to 34	30	51	13	0	0	0	0	0	94
35 to 39	9	26	42	16	0	0	0	0	93
40 to 44	4	11	40	65	17	0	0	0	137
45 to 49	0	2	5	41	52	13	0	0	113
50 to 54	2	4	2	9	22	24	8	0	71
55 & Up	0	1	2	1	6	6	22	0	38
<b>Total</b>	<b>119</b>	<b>109</b>	<b>104</b>	<b>132</b>	<b>97</b>	<b>43</b>	<b>30</b>	<b>0</b>	<b>634</b>

**Age Distribution**



**Service Distribution**





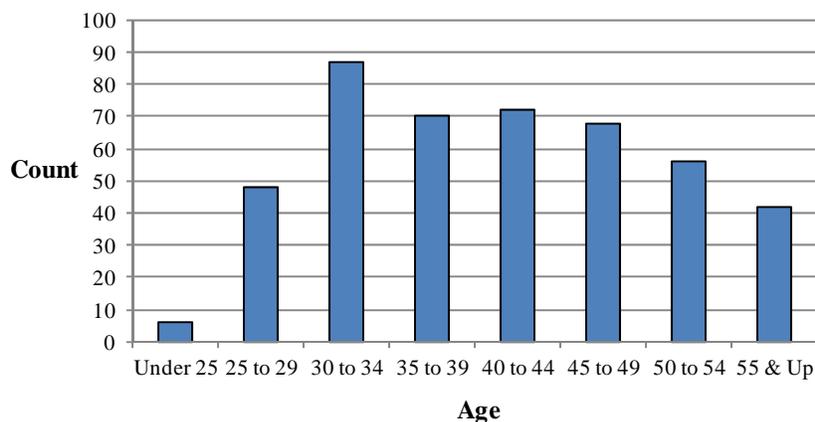
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

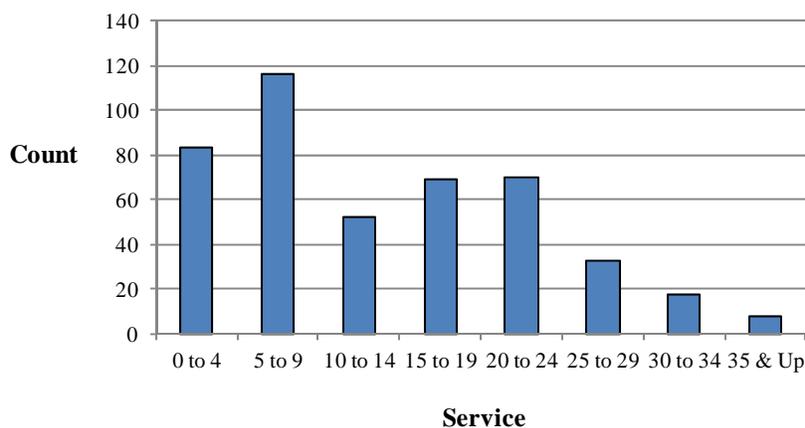
Fire

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	6	0	0	0	0	0	0	0	6
25 to 29	32	16	0	0	0	0	0	0	48
30 to 34	31	49	7	0	0	0	0	0	87
35 to 39	10	33	20	7	0	0	0	0	70
40 to 44	4	15	19	30	4	0	0	0	72
45 to 49	0	1	4	23	33	7	0	0	68
50 to 54	0	2	2	6	22	17	7	0	56
55 & Up	0	0	0	3	11	9	11	8	42
<b>Total</b>	<b>83</b>	<b>116</b>	<b>52</b>	<b>69</b>	<b>70</b>	<b>33</b>	<b>18</b>	<b>8</b>	<b>449</b>

**Age Distribution**



**Service Distribution**





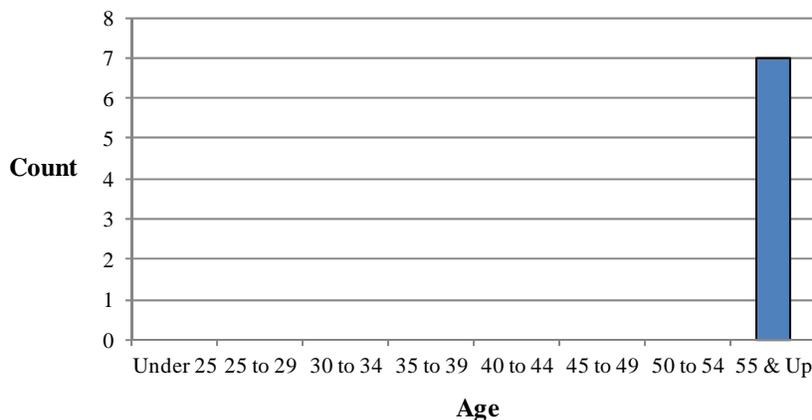
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

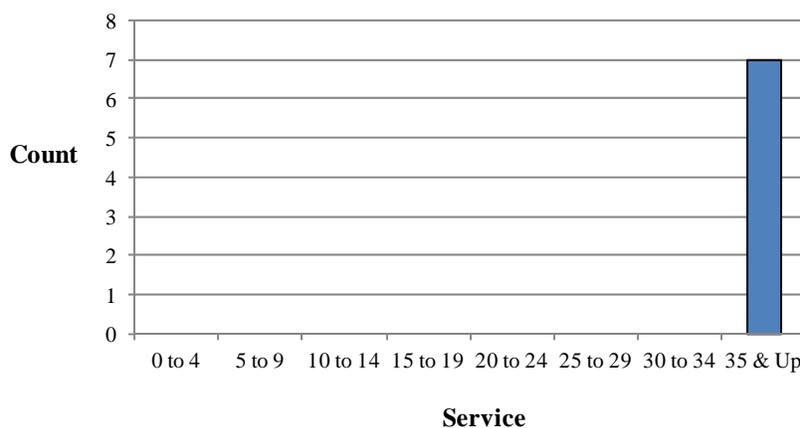
Fire – Plan A

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	0	0	0
55 & Up	0	0	0	0	0	0	0	7	7
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>7</b>

**Age Distribution**



**Service Distribution**





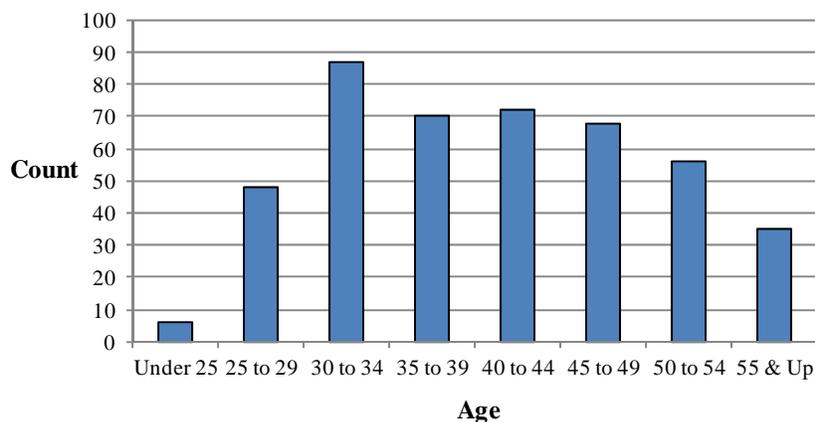
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**DISTRIBUTION OF ACTIVE MEMBERS**  
as of December 31, 2013

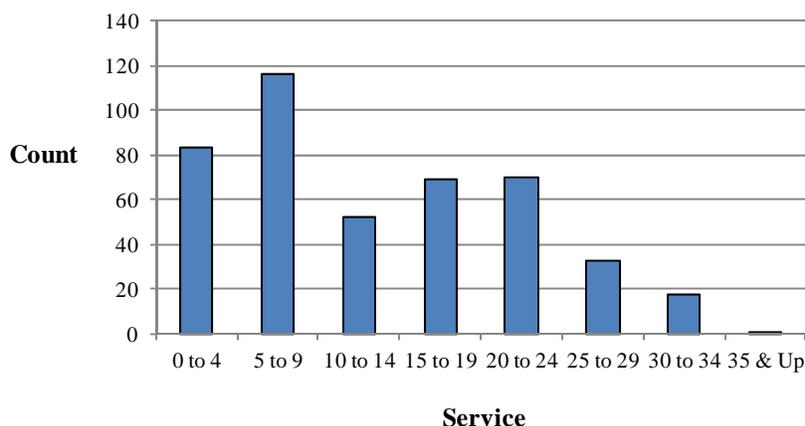
Fire – Plan C

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	6	0	0	0	0	0	0	0	6
25 to 29	32	16	0	0	0	0	0	0	48
30 to 34	31	49	7	0	0	0	0	0	87
35 to 39	10	33	20	7	0	0	0	0	70
40 to 44	4	15	19	30	4	0	0	0	72
45 to 49	0	1	4	23	33	7	0	0	68
50 to 54	0	2	2	6	22	17	7	0	56
55 & Up	0	0	0	3	11	9	11	1	35
<b>Total</b>	<b>83</b>	<b>116</b>	<b>52</b>	<b>69</b>	<b>70</b>	<b>33</b>	<b>18</b>	<b>1</b>	<b>442</b>

**Age Distribution**



**Service Distribution**





## BackDROP Experience for the 2013 Plan Year

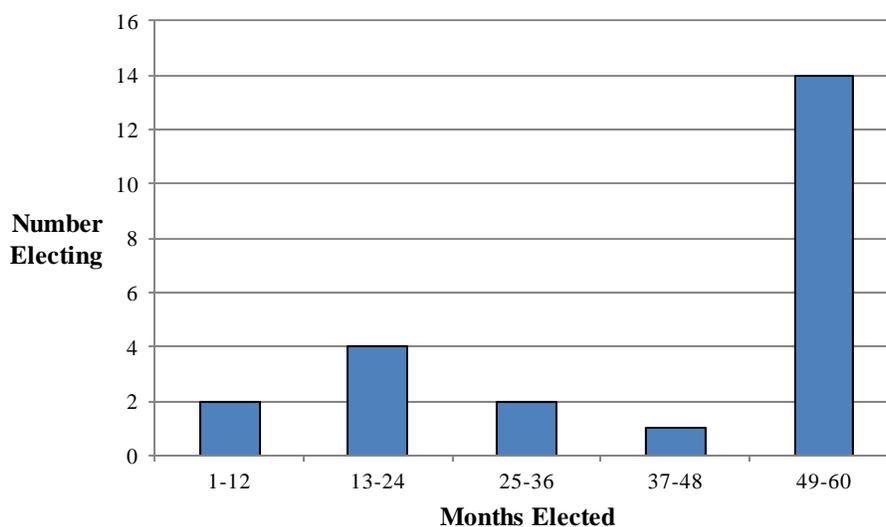
Total

Number Electing BackDROP

Distribution of BackDROP Election Period

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	1	0	1	0	4	6
55-59	1	0	1	1	12	15
60-64	0	0	0	0	2	2
65 & Up	0	0	0	0	0	0
Total	2	0	2	1	18	23

Distribution of BackDROP Election Period





## BackDROP Experience for the 2013 Plan Year

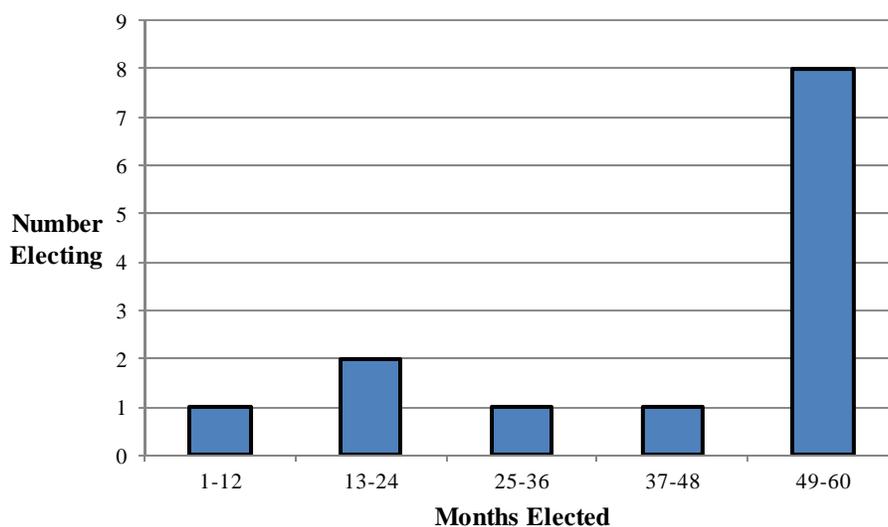
Police

Number Electing BackDROP

Distribution of BackDROP Election Period

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	1	0	0	0	2	3
55-59	0	0	1	0	8	9
60-64	0	0	0	0	1	1
65 & Up	0	0	0	0	0	0
Total	1	0	1	0	11	13

Distribution of BackDROP Election Period





## BackDROP Experience for the 2013 Plan Year

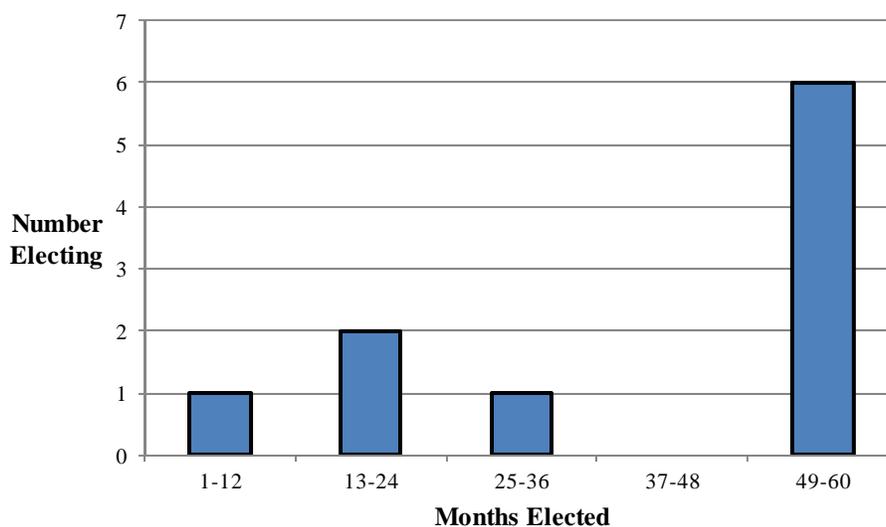
Fire

Number Electing BackDROP

Distribution of BackDROP Election Period

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	0	0	1	0	2	3
55-59	1	0	0	1	4	6
60-64	0	0	0	0	1	1
65 & Up	0	0	0	0	0	0
Total	1	0	1	1	7	10

Distribution of BackDROP Election Period



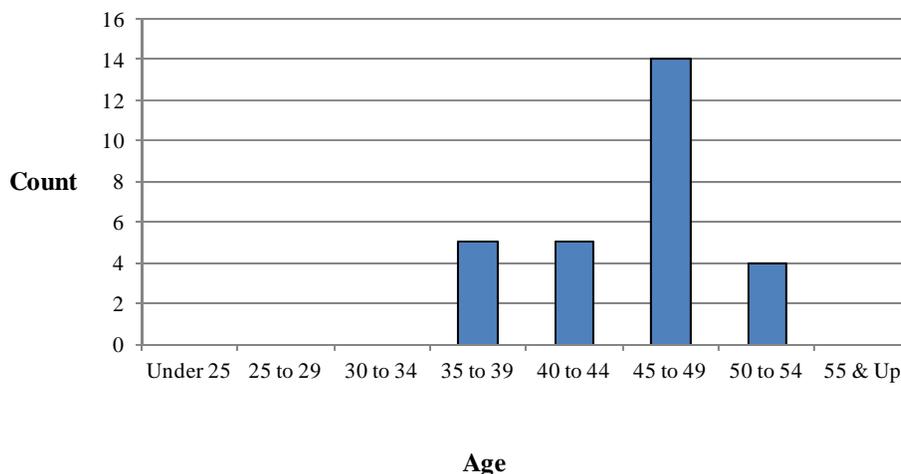


**SUMMARY OF INACTIVE VESTED MEMBERS**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Police	Fire	Total	Police	Fire	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	4	1	5	123,918	31,368	155,286
40 to 44	4	1	5	109,098	38,987	148,085
45 to 49	11	3	14	409,327	58,443	467,770
50 to 54	3	1	4	90,946	24,462	115,408
55 & Up	0	0	0	0	0	0
<b>Total</b>	<b>22</b>	<b>6</b>	<b>28</b>	<b>\$733,289</b>	<b>\$153,260</b>	<b>\$886,549</b>

**Age Distribution**



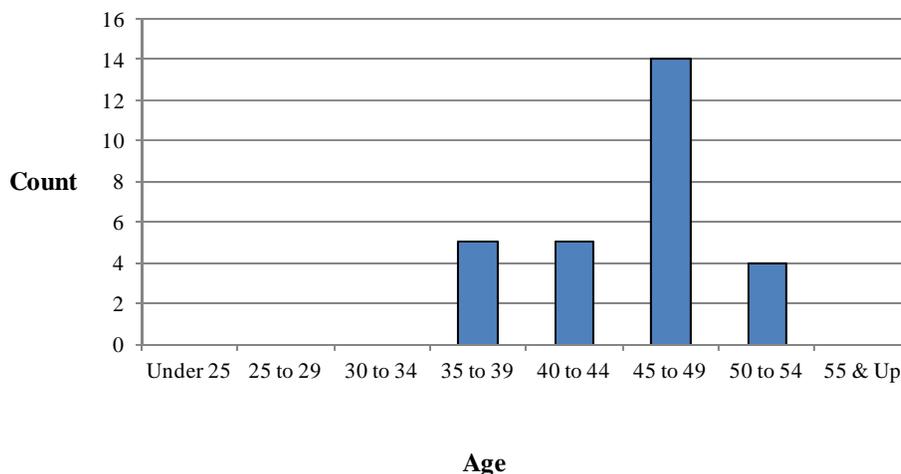


**SUMMARY OF DEFERRED VESTED MEMBERS**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	5	0	5	155,286	0	155,286
40 to 44	3	2	5	105,959	42,126	148,085
45 to 49	14	0	14	467,770	0	467,770
50 to 54	4	0	4	115,408	0	115,408
55 & Up	0	0	0	0	0	0
<b>Total</b>	<b>26</b>	<b>2</b>	<b>28</b>	<b>\$844,423</b>	<b>\$42,126</b>	<b>\$886,549</b>

**Age Distribution**



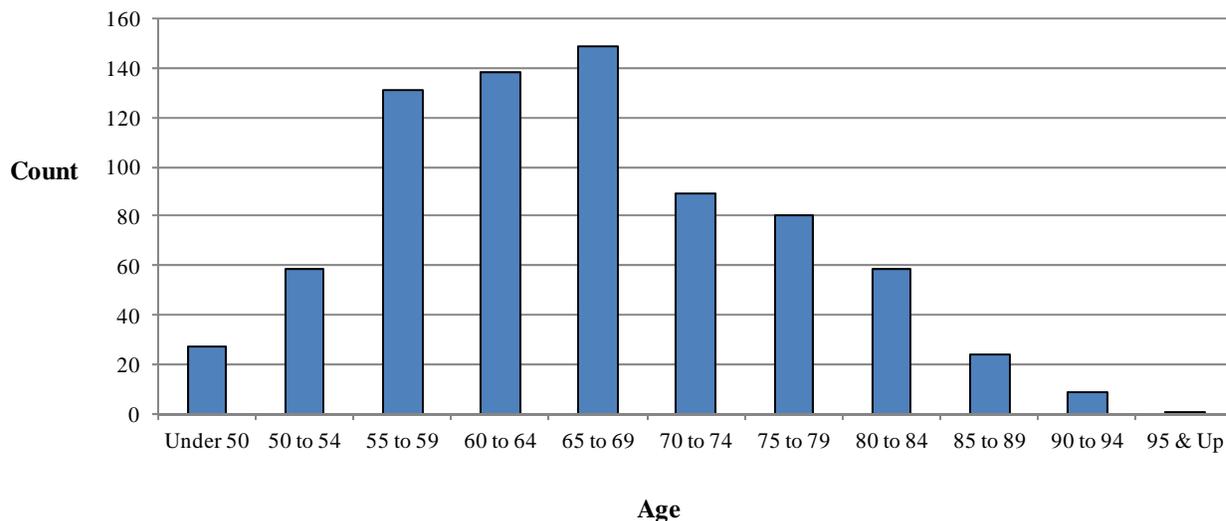


**SUMMARY OF RETIRED MEMBERS**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Police	Fire	Total	Police	Fire	Total
Under 50	21	6	27	\$ 70,741	\$ 20,606	\$ 91,347
50 to 54	33	26	59	113,398	90,826	204,224
55 to 59	64	67	131	214,088	203,492	417,580
60 to 64	64	74	138	186,049	208,087	394,136
65 to 69	74	75	149	183,483	204,862	388,345
70 to 74	44	45	89	96,355	91,652	188,007
75 to 79	34	46	80	61,857	97,716	159,573
80 to 84	26	33	59	41,827	56,248	98,075
85 to 89	10	14	24	13,832	22,467	36,299
90 to 94	5	4	9	8,198	5,969	14,167
95 & Up	0	1	1	0	873	873
<b>Total</b>	<b>375</b>	<b>391</b>	<b>766</b>	<b>\$989,828</b>	<b>\$1,002,798</b>	<b>\$1,992,626</b>

**Age Distribution**





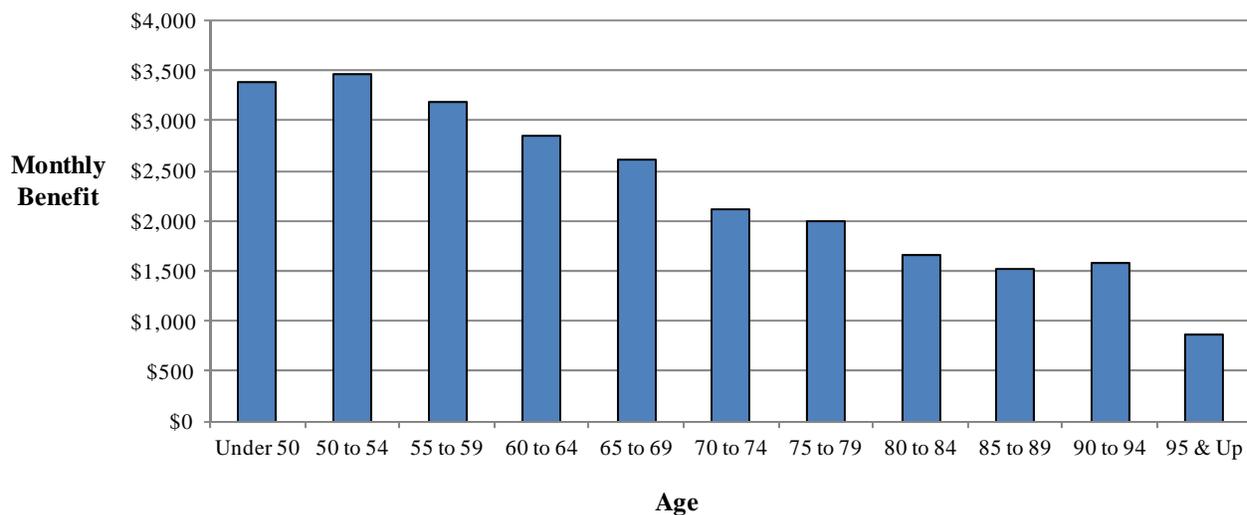
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF RETIRED MEMBERS**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 50	16	11	27	\$ 52,867	\$38,480	\$ 91,347
50 to 54	56	3	59	194,087	10,137	204,224
55 to 59	126	5	131	401,079	16,501	417,580
60 to 64	138	0	138	394,136	0	394,136
65 to 69	146	3	149	382,333	6,012	388,345
70 to 74	86	3	89	182,598	5,409	188,007
75 to 79	78	2	80	156,510	3,063	159,573
80 to 84	58	1	59	96,002	2,073	98,075
85 to 89	24	0	24	36,299	0	36,299
90 to 94	9	0	9	14,167	0	14,167
95 & Up	1	0	1	873	0	873
<b>Total</b>	<b>738</b>	<b>28</b>	<b>766</b>	<b>\$1,910,951</b>	<b>\$81,675</b>	<b>\$1,992,626</b>

**Average Benefit**





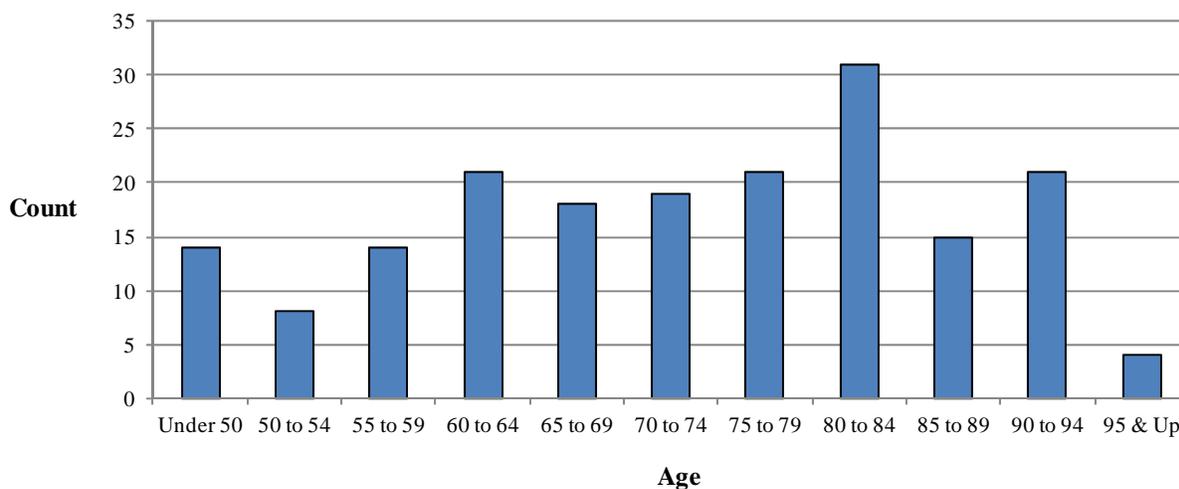
**APPENDIX A: SUMMARY OF MEMBERSHIP DATA**

**SUMMARY OF BENEFICIARIES**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Police	Fire	Total	Police	Fire	Total
Under 50	8	6	14	\$ 6,188	\$ 8,549	\$ 14,737
50 to 54	6	2	8	6,123	2,162	8,285
55 to 59	6	8	14	8,135	21,059	29,194
60 to 64	7	14	21	14,285	21,563	35,848
65 to 69	12	6	18	20,348	9,197	29,545
70 to 74	9	10	19	14,593	20,200	34,793
75 to 79	11	10	21	18,093	13,435	31,528
80 to 84	18	13	31	24,612	20,617	45,229
85 to 89	5	10	15	5,957	9,978	15,935
90 to 94	6	15	21	5,788	14,952	20,740
95 & Up	4	0	4	3,488	0	3,488
<b>Total</b>	<b>92</b>	<b>94</b>	<b>186</b>	<b>\$127,610</b>	<b>\$141,712</b>	<b>\$269,322</b>

**Age Distribution**



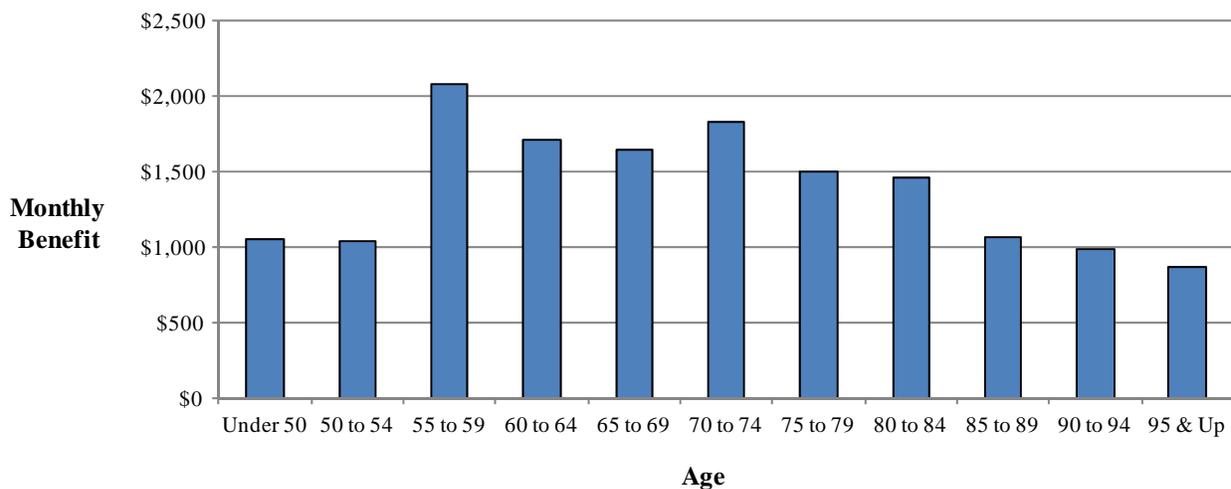


**SUMMARY OF BENEFICIARIES**  
as of December 31, 2013

Total

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 50	6	8	14	\$2,634	\$ 12,103	\$ 14,737
50 to 54	0	8	8	0	8,285	8,285
55 to 59	0	14	14	0	29,194	29,194
60 to 64	0	21	21	0	35,848	35,848
65 to 69	1	17	18	2,270	27,275	29,545
70 to 74	0	19	19	0	34,793	34,793
75 to 79	0	21	21	0	31,528	31,528
80 to 84	0	31	31	0	45,229	45,229
85 to 89	0	15	15	0	15,935	15,935
90 to 94	0	21	21	0	20,740	20,740
95 & Up	0	4	4	0	3,488	3,488
<b>Total</b>	<b>7</b>	<b>179</b>	<b>186</b>	<b>\$4,904</b>	<b>\$264,418</b>	<b>\$269,322</b>

**Average Benefit**





## APPENDIX B: SUMMARY OF BENEFIT PROVISIONS

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### Summary of Benefit Provisions

**Plan A** is applicable to members who entered the System between January 1, 1965 and December 31, 1978 and members who entered prior to January 1, 1965 and elected Plan A coverage.

**Plan B** is applicable to members who entered the System prior to January 1, 1965 and elected Plan B coverage.

**Plan C** is applicable to members entering the System after December 31, 1978.

#### SERVICE RETIREMENT

**Eligibility – Plan A and Plan B:** 20 years of service, regardless of age.

**Eligibility – Plan C:** 30 years of service, regardless of age; or 20 years of service at age 50; or 10 years of service, but less than 20 years at age 55.

**Amount of Pension – all plans:** Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary.

**Final Average Salary – all plans:** Average for the 3 consecutive years of service which produce the highest average and which are within the last 10 years of service.

#### DEFERRED RETIREMENT (VESTED TERMINATION)

**Eligibility – all plans:** 10 years of service; 20 years of service required to be eligible for survivor benefits.

**Amount of Pension – all plans:** 2.5% of Final Average Salary times years of service with payments deferred until age 55 (age 50 for Plan C members with 20 or more years of service). Vested deferred pensions for Plan C are adjusted during the deferral period based on changes in National Average Earnings, up to 5.5% annual adjustments (effective for post-1999 terminations).

#### SERVICE-CONNECTED DISABILITY

**Eligibility – all plans:** Permanent inability to perform the duties of position; no service requirement.

**Amount of Pension – all plans:** 75% of final salary rate if accident, 50% if disease.

**Miscellaneous Conditions – all plans:** Pension plus earnings from gainful employment cannot exceed current salary for rank held at time of disability. Pension recomputed at age 55 using service retirement formula, updated final average salary and service credit for period of disability.



## **APPENDIX B: SUMMARY OF BENEFIT PROVISIONS**

---

### **NON-SERVICE DISABILITY**

**Eligibility – all plans:** Permanent inability to perform duties of position; requires 7 years of service and under age 55.

**Amount of Pension – all plans:** 30% of Final Average Salary plus 1% of Final Average Salary times service over 7 years; maximum is 50% of Final Average Salary.

**Miscellaneous Conditions – all plans:** Pension plus earnings from gainful employment cannot exceed current salary for rank held at time of disability.

### **SERVICE-CONNECTED DEATH**

**Eligibility – all plans:** Death resulting directly from service-connected causes; no service requirement.

**Amount of Pension – all plans:** Surviving spouse – 50% of final Salary plus 10% of final Salary for each child under age 18 to a maximum of 75% of final Salary; terminates upon remarriage prior to age 40 for pensions effective prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 20% of final Salary for each child under age 18 to a maximum of 60% of final Salary.

### **NON-SERVICE DEATH**

**Eligibility – Plan A and Plan C:** Death after 3 years of service.

**Eligibility – Plan B:** Death after 20 years of service.

**Amount of Pension – Plan A and Plan C:** Surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary for each year of service over 3 to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66 2/3% of Final Average Salary; terminates upon remarriage prior to age 40 for pensions effective prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 15% of Final Average Salary for each child under age 18 to a maximum of 50% of Final Average Salary.

**Amount of Pension – Plan B:** Surviving spouse – 50% of final Salary.

Children (no surviving spouse's pension payable) – children under 18 share equally a benefit of 50% of final Salary.



## **APPENDIX B: SUMMARY OF BENEFIT PROVISIONS**

---

### **DEATH AFTER RETIREMENT**

**Eligibility – all plans:** Surviving spouse must have been married to retired employee for one year or more at time of death, if retired after January 1, 2000. If retired prior to January 1, 2000, must have been married to retired employee at retirement. Member must have retired with at least 20 years of service.

**Amount of Pension – Plan A and Plan C:** Surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under 18 to an overall maximum of 66 2/3% of Final Average Salary. Post-retirement adjustments are granted from date of retirement to date of death. Terminates upon remarriage prior to age 40 for those retiring prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 15% of Final Average Salary for each child under age 18 to a maximum of 50% of Final Average Salary.

**Amount of Pension – Plan B:** Surviving spouse – 50% of final Salary.

Children (no surviving spouse's pension payable) – children under 18 share equally a benefit of 50% of final Salary.

### **NON-VESTED TERMINATION**

**Eligibility – all plans:** Termination of employment and no pension is or will become payable.

**Amount of Benefit – all plans:** Refund of member's contributions plus 5% annual interest.

### **FUNERAL BENEFIT**

**Eligibility – Plan A and Plan C:** Death of member who retired after November 21, 1973.

**Eligibility – Plan B:** Death of retired member

**Amount of Benefit – Plan A and Plan C:** \$750

**Amount of Benefit – Plan B:** \$100 if member retired on or prior to November 21, 1973; \$750 if member retired after November 21, 1973.

### **POST-RETIREMENT ADJUSTMENTS OF PENSIONS**

**Eligibility – all plans:** Completion of 36 months of retirement.

**Annual Amount – all plans:** 2% of the original base amount of benefit (simple COLA).



## **APPENDIX B: SUMMARY OF BENEFIT PROVISIONS**

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### **BACKDROP (DEFERRED RETIREMENT OPTION PLAN)**

**Eligibility:** Member must be eligible to retire under service retirement provisions at the effective date of the BackDROP.

**Amount:** Under the BackDROP, the member may elect a benefit based on a retirement date up to 60 months prior to the current date. The monthly benefit is computed based on service, Final Average Salary and benefit formula at the selected prior date. The DROP account available to the retiring member is the computed benefit multiplied by the number of months of BackDROP plus applicable post-retirement adjustments and 5% annual interest, compounded monthly. Members are eligible to elect a sixty month BackDROP beginning January 1, 2003.

### **EMPLOYEE CONTRIBUTIONS**

Plan A: 8% of salary  
Plan B: 6% of salary  
Plan C: 7% of salary

These member contribution rates include the 1% decrease effective in 1998 in recognition of the full funding of actuarial liabilities.

### **CITY CONTRIBUTIONS**

Actuarially determined amounts sufficient to satisfy K.S.A. 1977 Suppl. 12-5002.

### **UNUSED SICK LEAVE**

Each bi-weekly service credit of accumulated unused sick leave is converted to a service credit for the purpose of computing annual benefit amounts.



## **APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS**

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### **ACTUARIAL COST METHOD**

The actuarial cost method is a procedure for allocating the actuarial present value of pension benefits and expenses to time periods. The method used for the valuation is known as the Entry Age Normal actuarial cost method, and has the following characteristics:

- (i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.
- (ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.
- (iii) Normal costs for Plans A and B (closed plans) were based on Plan C (open plan) assumptions and benefit conditions.

The Entry Age Normal actuarial cost method allocates the actuarial present value of each member's projected benefits on a level basis over the member's assumed pensionable compensation rates between the entry age of the member and the assumed exit ages. By applying the Entry Age Normal cost method in the fashion described in (iii), the ultimate normal cost will remain level as a percent of active member payroll (if actuarial assumptions are realized) as Plan A and Plan B members leave active status and are replaced by members entering Plan C.

The portion of the actuarial present value allocated to the valuation year is called the normal cost. The portion of the actuarial present value not provided for by the actuarial present value of future normal costs is called actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability or (surplus). The unfunded actuarial liability/(surplus) is financed as a level percent of member payroll over an open 20-year period.

### **ACTUARIAL ASSUMPTIONS**

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and membership information of the Retirement System, using the actuarial cost method.

The principal areas of risk which require experience assumptions about future activities of the Retirement System are:

- (i) Long-term rates of investment return to be generated by the assets of the System
- (ii) Patterns of pay increases to members
- (iii) Rates of mortality among members, retirees and beneficiaries
- (iv) Rates of withdrawal of active members
- (v) Rates of disability among active members
- (vi) The age patterns of actual retirements



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

In making a valuation, the monetary effect of each assumption is calculated for as long as a present current member survives – a period of time which can be as long as a century.

Actual experience of the Retirement System will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experiences. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time to time, one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the actuarial assumptions was completed in 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

**Investment Rate of Return** (net of administrative expenses): This assumption is 7.75% a year, compounded annually and consists of 3.5% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1980 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2009.

**Salary Increase Rates:** These rates are used to project current salary amounts to those upon which a benefit will be based.

Years of Service	Annual Rate of Salary Increase for Sample Service Durations			
	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.50%	0.50%	2.75%	6.75%
5	3.50	0.50	2.75	6.75
10	3.50	0.50	2.75	6.75
15	3.50	0.50	2.75	6.75
20	3.50	0.50	1.00	5.00
25	3.50	0.50	1.00	5.00
30	3.50	0.50	1.00	5.00

The assumption was first used for the December 31, 2009 valuation.

The salary increase assumptions will produce 4.0% annual increases in active member payroll (the inflation and productivity base rate) given a constant active member group size. This is the same payroll growth assumption used to amortize the unfunded actuarial liability. The real rate of return over assumed wage growth is 3.75% per year.

Changes actually experienced in average pay and total payroll have been as follows:

	Year Ended					5 Year (Average) Compounded Annual Increase
	12/31/13	12/31/12	12/31/11	12/31/10	12/31/09	
Average Pay	2.0%	(0.3)%	0.2%	0.7%	3.2%	1.2%
Total Payroll	2.1%	(0.7)%	0.1%	(0.3)%	5.5%	1.3%



**APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS**

**Mortality Table:** This assumption is used to measure the probabilities of members dying.

Healthy Retirees

And Beneficiaries: RP-2000 Healthy Annuitant Table for Males and Females

Disabled Retirees: RP-2000 Disabled Table for Males and Females

Active Members: RP-2000 Employee Table for Males and Females

The RP-2000 Tables are used with generational mortality.

Sample Ages <sup>(1)</sup>	Present Value of \$1 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
50	\$138.63	\$141.98	32.3	34.6
55	132.05	135.41	27.6	29.7
60	122.80	127.04	23.0	25.1
65	111.13	116.91	18.5	20.7
70	97.31	104.80	14.5	16.7
75	81.63	90.90	10.9	13.0
80	65.36	75.76	7.9	9.8
85	49.97	60.20	5.6	7.1

(1) Ages in 2000

This table was first used for the December 31, 2004 actuarial valuation.

**Rates of Retirement and BackDROP (Deferred Retirement Option Plan) Elections:** This assumption is used to measure the probability of eligible members retiring from active employment and applicable elections under the BackDROP program.

**Percent Retiring within Year**

Service of Member	Plans A & B		Age of Member	Plan C	
	Police	Fire		Police	Fire
28 or less	5%	5%	50	10%	5%
29	5	5	51	10	5
30	10	5	52	10	5
31	10	5	53	10	10
32	30	25	54	10	10
33	50	25	55	10	10
34	50	25	56	30	20
35	100	100	57	30	20
Over 35	100	100	58	30	20
			59	30	20
			60	100	100
			Over 60	100	100

These rates were first used for the December 31, 2009 valuation.



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

In addition, we assumed members who retire under service retirement provisions elect a BackDROP of up to 60 months which maximizes the actuarial value of the retirement benefit determined as of the retirement date. For the determination of actuarial value, the funding valuation assumptions are used.

**Rates of Separation from Active Membership:** This assumption measures the probabilities of a member terminating employment. The rates do not apply to members who are eligible to retire.

Sample Ages	Years of Service	Percent Separating Within Year	
		Police	Fire
ALL	0	10.00%	8.00%
	1	8.00	6.00
	2	6.00	4.50
	3	4.00	3.00
	4	3.00	2.00
25	Over 4	3.00	1.00
30		3.00	1.00
35		2.50	0.95
40		1.90	0.85
45		0.70	0.50
50		0.00	0.00
55		0.00	0.00

These rates were first used for the December 31, 2009 valuation.

**Forfeiture of Vested Benefits:** The assumption is that a percentage of the actuarial present value of vested termination benefits will be forfeited by a withdrawal of accumulated contributions.

Years of Service	Percent Forfeiting
10-14	100%
15 or more	0

This table was first used for the December 31, 2004 actuarial valuation.

**Rates of Disability:** This assumption measures the probabilities of a member becoming disabled.

Sample Ages	% of Active Members Becoming Disabled During Next Year	
	Police	Fire
20	0.10%	0.09%
25	0.16	0.14
30	0.33	0.30
35	0.55	0.49
40	0.77	0.68
45	0.98	0.87
50	1.20	1.06
55	1.42	1.14

These rates were first used for the December 31, 1999 valuation.



## APPENDIX C: ACTUARIAL COST METHOD AND ASSUMPTIONS

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**Rates of Recovery from Disability:** Assumed to be zero.

**Administrative Expenses:** Assumed to be paid from investment earnings.

**Active Member Group Size:** Assumed to remain constant.

**Vested Deferred Pensions:** Amounts for Plan C are assumed to increase during the deferral period at 4.0% per year. This assumption was changed with the December 31, 2009 valuation.

### MISCELLANEOUS AND TECHNICAL ASSUMPTIONS

**Marriage Assumption:** 80% of non retired participants are assumed to be married for purposes of death benefits. In each case, the male was assumed to be 3 years older than the female.

**Service Related Death and Disability:** All active member deaths and 75% of active member disablements are assumed to be service related.

**Pay Increase Timing:** Assumed to be mid-year.

**Decrement Timing:** Decrements of all types are assumed to occur mid-year.

**Eligibility Testing:** Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year at the start of the year in which the decrement is assumed to occur.

**Benefit Service:** Service calculated to the nearest month, as of the decrement date, is used to determine the amount of benefit payable.

**Other:** The turnover decrement does not operate during retirement eligibility.

**Miscellaneous Loading Factors:** The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service. This assumption was changed with the December 31, 2004 valuation.



## APPENDIX D: GLOSSARY OF TERMS

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<b>Actuarial Liability</b>	The difference between the actuarial present value of system benefits and the actuarial present value of future normal costs. Also referred to as “accrued liability” or “actuarial liability”
<b>Actuarial Assumptions</b>	Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.
<b>Accrued Service</b>	Service credited under the system which was rendered before the date of the actuarial valuation.
<b>Actuarial Equivalent</b>	A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions.
<b>Actuarial Cost Method</b>	A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial liability; sometimes referred to as the “actuarial funding method”.
<b>Experience Gain (Loss)</b>	The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates.
<b>Actuarial Present Value</b>	The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment.
<b>Amortization</b>	Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment.
<b>Normal Cost</b>	The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method.
<b>Unfunded Actuarial Liability</b>	<p>The difference between actuarial liability and the valuation assets.</p> <p>Most retirement systems have unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.</p> <p>The existence of unfunded actuarial liability is not in itself bad, anymore than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.</p>

Wichita, Kansas  
April 14, 2014  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Hannah Lang, Buyer, representing Purchasing, Eoghan Miller, Management Fellow, representing the City Manager's Office, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated April 7, 2014, were read and on motion approved.

Bids were opened April 11, 2014, pursuant to advertisements published on:

**Water Distribution System to serve Absolute Natural Stone Addition (south of Kellogg, west of 127th Street East) (448-90590/735496/470169) Does not affect existing traffic. Lateral 27, Main 13, War Industries Sewer to serve Absolute Natural Stone Addition (south of Kellogg, west of 127th Street East) (468-84875/744358/480050) Does not affect existing traffic. (District II)**

Nowak Construction - \$14,238.65 Group 1  
- \$57,666.05 Group 2  
\$71,904.70 Bid Total

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS AND FACILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
10 Ft Power Reversing Snowplow.**

Midwest Truck Equipment - \$51,618.00

**PARKS AND RECREATION DEPARTMENT/RECREATION DIVISION: Swimming Pool  
Repairs.**

Wildcat Painting Inc. - \$31,270.00

Wichita, Kansas  
April 14, 2014  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

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**PUBLIC WORKS AND FACILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
10 Ft Power Reversing Snowplow.**

Midwest Truck Equipment - \$51,618.00

**PARKS AND RECREATION DEPARTMENT/RECREATION DIVISION: Swimming Pool  
Repairs.**

Wildcat Painting Inc. - \$31,270.00

**PUBLIC WORKS MAINTENANCE DISIVION: Sand, Gravel, Rock, Mud Balls, Top Soil.**

Pearson Construction LLC	Groups 1, 3, 11, and 21
Associated Material and Supply Co.	Groups 2 and 4
Cornejo Materials LLC	Groups 5, 6, 7, 9, 14, 16, 20, 22, 23, and 24
A Plus Logistics LLC	Groups 8, 12, 15, and 19
Martin Marietta Materials	Groups 13, 17, and 18
	Group 10 – No Bids Received

\*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager  
**DATE:** April 14, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**

April 11, 2014

Water Distribution System to serve Absolute Natural Stone Addition – Public Works & Utilities  
 Department/Engineering Division

<b>Nowak Construction</b>	<b>Group 1 – Water Distribution System</b>	<b>\$14,238.65</b>
	<b>Group 2 – Lateral 27, Main 13, WIS</b>	<b>57,666.05</b>
	<b>Aggregate Bid Total</b>	<b><u>\$71,904.70</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**

April 11, 2014

10 Ft Power Reversing Snowplow – Public Works & Utilities Department/Fleet & Facilities Division

<b>Midwest Truck Equipment</b>	<b>Lump Sum Total</b>	<b>\$51,618.00*</b>
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**\*Award Seven Additional Units at Same Unit Cost**

Swimming Pool Repairs – Park & Recreation Department/Recreation Division

<b>Wildcat Painting, Inc.</b>	<b>\$31,270.00</b>
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Sand, Gravel, Rock, Mud Balls, Top Soil and Fill Dirt – Various Departments, Boards & Agencies

<b>Pearson Construction, LLC</b>	<b>Groups 1, 3, 11 &amp; 21</b>
<b>Associated Material &amp; Supply Company</b>	<b>Groups 2 &amp; 4</b>
<b>Cornejo Materials, LLC</b>	<b>Groups 5, 6, 7, 9, 14, 16, 20, 22**, 23 &amp; 24</b>
<b>A-Plus Logistics, LLC</b>	<b>Groups 8, 12, 15 &amp; 19</b>
<b>Martin Marietta Materials</b>	<b>Groups 13, 17 &amp; 18</b>
<b>(No Bids Received)</b>	<b>Group 10</b>

**\*\*Tie Bid – Award By Coin Toss**

**See Exhibit B for Itemized Pricing in the Formal Bid Report)**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

  
**Melinda A. Walker**  
**Purchasing Manager**





**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB340210   10 FT Power Reversing Snowplow**

**Close Date/Time: 11/1/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Public Works Fleet & Facilities**

**Responses: 2**

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
<u>MIDWEST TRUCK EQUIPMENT</u>	Complete	\$31,551.75	Award 11/5/2013 Base Bid Public Works & Utilities Department/Fleet & Facilities Division.
<u>KANSAS TRUCK EQUIPMENT CO INC</u>	Complete	\$38,246.00	Award 04/15/2014 Additional 7each at Same Base Bid of \$7,374.00

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**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor   Group   Line**  
**Solicitation: FB340210   10 FT Power Reversing Snowplow**

**Close Date/Time: 11/1/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Aggregate Cost**

**Department: Public Works Fleet & Facilities**

**Responses: 2**

**Go to: 001**

**Line 001**   Base Bid: New and Unused Current Model 10 FT Power Reversing Snow Plow Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MIDWEST TRUCK EQUIPMENT	4	Each	\$7,374.0000	\$29,496.00	Complete	Manufacturer: Henderson Model: RSP10'
KANSAS TRUCK EQUIPMENT CO INC	4	Each	\$9,226.0000	\$36,904.00	Complete	Manufacturer: Flink Model: 10PA38

**Line 002**   Option 1: Plow with Discharge Wings. Cost per Snow Plow.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS TRUCK EQUIPMENT CO INC	1	Each	\$1,342.0000	\$1,342.00	Complete	
MIDWEST TRUCK EQUIPMENT	1	Each	\$2,055.7500	\$2,055.75	Complete	

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**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**

**Solicitation: FB440061   Swimming Pool Repairs**

**Close Date/Time: 4/11/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**  
**Award Method: Aggregate Cost**  
**Department: Parks**

**[Return to the Bid List](#)**

**Responses: 3**

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
<u>WILDCAT PAINTING INC</u>	Complete	\$31,270.00	Award 04/15/2014 Parks & Recreation Department/Recreation Division
<u>DEM Enterprises LLC</u>	Complete	\$72,936.00	
<u>GENESIS ENVIRONMENTAL SOLUTIONS, INC</u>	Complete	\$84,601.00	

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**Bid Results**

**Profile   Solicitations   Document Inquiry   Logout   Help**

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor   Group   Line**  
**Solicitation: FB440061   Swimming Pool Repairs**      **Close Date/Time: 4/11/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**      [Return to the Bid List](#)

**Award Method: Aggregate Cost**

**Department: Parks**

**Responses: 3**

Go to: 001

**Line 001**      Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps and striping at Evergreen Main Pool 2700 N. Woodland as per specifications

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	\$15,610.0000	\$15,610.00	Complete	
GENESIS ENVIRONMENTAL SOLUTIONS, INC	1	Lump Sum	\$38,250.0000	\$38,250.00	Complete	
DEM Enterprises LLC	1	Lump Sum	\$39,060.0000	\$39,060.00	Complete	

**Line 002**      Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps and striping at Evergreen Wadding Pool 2700 N. Woodland as per specifications [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	\$1,780.0000	\$1,780.00	Complete	
DEM Enterprises LLC	1	Lump Sum	\$2,988.0000	\$2,988.00	Complete	
GENESIS ENVIRONMENTAL SOLUTIONS, INC	1	Lump Sum	\$4,097.0000	\$4,097.00	Complete	

**Line 003**      Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps and striping at Minisa Main Pool 1350 N. Jeanette as per specifications [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	\$12,100.0000	\$12,100.00	Complete	
DEM Enterprises LLC	1	Lump Sum	\$27,900.0000	\$27,900.00	Complete	
GENESIS ENVIRONMENTAL SOLUTIONS, INC	1	Lump Sum	\$38,250.0000	\$38,250.00	Complete	

**Line 004**      Base Bid: Furnish all labor, material, and equipment for strip and replace all caulking for pool joints and concrete seams of pool floor, walls and gutters; patchwork & repairs as indicated; blasting or power washing as indicated; and repainting of pool basin, gutters, steps and striping at Minisa Wadding Pool 1350 N. Jeanette as per specifications [Top of the Page](#)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WILDCAT PAINTING INC	1	Lump Sum	\$1,780.0000	\$1,780.00	Complete	
DEM Enterprises LLC	1	Lump Sum	\$2,988.0000	\$2,988.00	Complete	
GENESIS ENVIRONMENTAL SOLUTIONS, INC	1	Lump Sum	\$4,004.0000	\$4,004.00	Complete	



**Bid Results**

**Registration   Solicitations   Document Inquiry   Login   Help**

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor   Group   Line**  
**Solicitation: FB440059   Sand, Gravel, Rock, Mud  
 Balls, Top Soil**

**Close Date/Time: 4/11/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

**[Return to the Bid List](#)**

**Award Method: Group**

**Responses: 5**

**Department: Public Works Maintenance Division**

Vendors	Complete	Bid Total	City Comments
<u>PEARSON CONSTRUCTION LLC</u>	Partial	\$166,620.00	Award 04/15/2014 Groups 1,3, 11, & 21
<u>MARTIN MARIETTA MATERIALS</u>	Partial	\$249,120.00	Award 04/15/2014 Groups 13, 17, & 18. Group 14 does not meet specifications
<u>A PLUS LOGISTICS LLC</u>	Partial	\$592,300.00	Award 04/15/2014 Groups 8, 12, 15, & 19
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Partial	\$645,850.00	Award 04/15/2014 Groups 2, & 4
<u>CORNEJO MATERIALS LLC</u>	Partial	\$870,506.00	Award 04/15/2014 Groups 5-7, 9, 14, 16,20, 23, & 24. Award Group 22 by coin toss

**[Top of the Page](#)**





## Bid Results

Registration Solicitations Document Inquiry Login Help

This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line

Solicitation: **FB440059** Sand, Gravel, Rock, Mud  
Balls, Top Soil

Close Date/Time: 4/11/2014 10:00 AM CST

Solicitation Type: **Formal Bid**

[Return to the Bid List](#)

Award Method: **Group**

Department: **Public Works Maintenance Division**

Responses: **5**

Go to:

**Group 01**

Vendors	Complete	Group Total Net Bid
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$62,820.00
<u>A PLUS LOGISTICS LLC</u>	Complete	\$63,720.00
<u>CORNEJO MATERIALS LLC</u>	Complete	\$67,860.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$68,850.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00

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**Group 02**

Vendors	Complete	Group Total Net Bid
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$23,400.00
<u>CORNEJO MATERIALS LLC</u>	Complete	\$29,250.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 03**

Vendors	Complete	Group Total Net Bid
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$8,180.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$8,800.00
<u>A PLUS LOGISTICS LLC</u>	Complete	\$8,920.00
<u>CORNEJO MATERIALS LLC</u>	Complete	\$9,490.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00

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**Group 04**

Vendors	Complete	Group Total Net Bid
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$3,700.00
<u>CORNEJO MATERIALS LLC</u>	Complete	\$5,000.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

[Top of the Page](#)

**Group 05**

Vendors	Complete	Group Total
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		Net Bid
<u>CORNEJO MATERIALS LLC</u>	Complete	\$184,580.00
<u>A PLUS LOGISTICS LLC</u>	Complete	\$202,840.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$212,300.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 06**

Vendors	Complete	Group Total Net Bid
<u>CORNEJO MATERIALS LLC</u>	Complete	\$99,000.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$100,100.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 07**

Vendors	Complete	Group Total Net Bid
<u>CORNEJO MATERIALS LLC</u>	Complete	\$54,216.00
<u>A PLUS LOGISTICS LLC</u>	Complete	\$79,200.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$84,000.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 08**

Vendors	Complete	Group Total Net Bid
<u>A PLUS LOGISTICS LLC</u>	Complete	\$24,120.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>CORNEJO MATERIALS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 09**

Vendors	Complete	Group Total Net Bid
<u>CORNEJO MATERIALS LLC</u>	Complete	\$46,800.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$72,000.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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**Group 10**

Vendors	Complete	Group Total Net Bid
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>CORNEJO MATERIALS LLC</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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*No Bids Received*

**Group 11**

Vendors	Complete	Group Total

		Net Bid	
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$59,600.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$66,360.00	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$72,320.00	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$76,960.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<b>Group 12</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$41,640.00	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$41,700.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$52,470.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 13</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$33,760.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$48,000.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 14</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$25,200.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$41,700.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 15</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$4,035.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$4,545.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 16</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$2,500.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 17</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total</b>	

		Net Bid	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$49,250.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$53,975.00	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$62,525.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 18</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>MARTIN MARIETTA MATERIALS</u>	Complete	\$22,250.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$45,250.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 19</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$17,580.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$20,385.00	
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$20,655.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$26,025.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<b>Group 20</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$15,000.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$18,375.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 21</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$7,550.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$7,580.00	
<u>A PLUS LOGISTICS LLC</u>	Complete	\$7,790.00	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$9,250.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<b>Group 22</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$3,250.00	
<u>CORNEJO MATERIALS LLC</u>	Complete	\$3,250.00	
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00	
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00	
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00	
<b>Group 23</b>			<b><u>Top of the Page</u></b>
<b>Vendors</b>	<b>Complete</b>	<b>Group Total</b>	

		Net Bid
<u>CORNEJO MATERIALS LLC</u>	Complete	\$7,545.00
<u>A PLUS LOGISTICS LLC</u>	Complete	\$7,610.00
<u>PEARSON CONSTRUCTION LLC</u>	Complete	\$7,815.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$9,175.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00

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**Group 24**

<b>Vendors</b>	<b>Complete</b>	<b>Group Total Net Bid</b>
<u>CORNEJO MATERIALS LLC</u>	Complete	\$5,750.00
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>	Complete	\$6,625.00
<u>MARTIN MARIETTA MATERIALS</u>	In-Complete	\$0.00
<u>A PLUS LOGISTICS LLC</u>	In-Complete	\$0.00
<u>PEARSON CONSTRUCTION LLC</u>	In-Complete	\$0.00

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## Bid Results

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

**Vendor Group Line**  
**Solicitation: FB440059**   **Sand, Gravel, Rock, Mud Balls, Top Soil**   **Close Date/Time: 4/11/2014 10:00 AM CST**

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Group**

**Department: Public Works Maintenance Division**

**Responses: 5**

**Go to:** 001

**Line 001** Provide Fill Sand and Delivery

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PEARSON CONSTRUCTION LLC	9000	Ton	\$6.9800	\$62,820.00	Complete	
A PLUS LOGISTICS LLC	9000	Ton	\$7.0800	\$63,720.00	Complete	
CORNEJO MATERIALS LLC	9000	Ton	\$7.5400	\$67,860.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	9000	Ton	\$7.6500	\$68,850.00	Complete	In Sedgwick County only. Delivery outside of Sedgwick County \$3.00/TN more than delivered prices listed below
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	

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**Line 002** Provide Fill Sand Only (If the City or its Representative Picks Up Fill Sand)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ASSOCIATED MATERIAL & SUPPLY CO	9000	Ton	\$2.6000	\$23,400.00	Complete	
CORNEJO MATERIALS LLC	9000	Ton	\$3.2500	\$29,250.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

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**Line 003** Provide Mason Sand and Delivery

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PEARSON CONSTRUCTION LLC	1000	Ton	\$8.1800	\$8,180.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	1000	Ton	\$8.8000	\$8,800.00	Complete	
A PLUS LOGISTICS LLC	1000	Ton	\$8.9200	\$8,920.00	Complete	
CORNEJO MATERIALS LLC	1000	Ton	\$9.4900	\$9,490.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	

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**Line 004** Provide Mason Sand Only (If the City or its Representative Picks Up Mason Sand)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ASSOCIATED MATERIAL & SUPPLY CO	1000	Ton	\$3.7000	\$3,700.00	Complete	
CORNEJO MATERIALS LLC	1000	Ton	\$5.0000	\$5,000.00	Complete	

MARTIN MARIETTA MATERIALS No Bid.  
A PLUS LOGISTICS LLC No Bid.  
PEARSON CONSTRUCTION LLC No Bid.

Top of the Page**Line 005** Provide Road Gravel and Delivery (4.00 Minimum for KDOT Type SA-1)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>CORNEJO MATERIALS LLC</u>	22000	Ton	\$8.3900	\$184,580.00	Complete	
A PLUS LOGISTICS LLC	22000	Ton	\$9.2200	\$202,840.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	22000	Ton	\$9.6500	\$212,300.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 006** Provide Road Gravel Only (4.00 Minimum for KDOT Type SA-1) (If the City or Its Representative Picks Up Road Gravel)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>CORNEJO MATERIALS LLC</u>	22000	Ton	\$4.5000	\$99,000.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	22000	Ton	\$4.5500	\$100,100.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 007** Provide Pea Gravel and Delivery (Washed) 3/8"-3/4"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>CORNEJO MATERIALS LLC</u>	2400	Ton	\$22.5900	\$54,216.00	Complete	
A PLUS LOGISTICS LLC	2400	Ton	\$33.0000	\$79,200.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	2400	Ton	\$35.0000	\$84,000.00	Complete	3/8" - 1 1/2"
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 008** Provide Pea Gravel and Delivery (Unwashed) 3/8"-3/4"

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
A PLUS LOGISTICS LLC	2400	Ton	\$10.0500	\$24,120.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>CORNEJO MATERIALS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 009** Provide Pea Gravel Only (Washed) 3/8"-3/4" (If the City or its Representative Picks Up Pea Gravel)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>CORNEJO MATERIALS LLC</u>	2400	Ton	\$19.5000	\$46,800.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	2400	Ton	\$30.0000	\$72,000.00	Complete	3/8" - 1 1/2"
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	

PEARSON CONSTRUCTION LLC

No Bid.

**Line 010** Provide Pea Gravel Only (Unwashed) 3/8"-3/4" (If the City or its Representatives Picks Up Pea Gravel)

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>CORNEJO MATERIALS LLC</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

**Line 011** Provide Limestone Rock AB-3 and Delivery Grey (as per KDOT State Specs)

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>PEARSON CONSTRUCTION LLC</u>	4000	Ton	\$14.9000	\$59,600.00	Complete	
<u>CORNEJO MATERIALS LLC</u>	4000	Ton	\$16.5900	\$66,360.00	Complete	
<u>A PLUS LOGISTICS LLC</u>	4000	Ton	\$18.0800	\$72,320.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>	4000	Ton	\$19.2400	\$76,960.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	

**Line 012** Provide Limestone Rock AB-3 and Delivery Cream (as per KDOT State Specs)

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>A PLUS LOGISTICS LLC</u>	3000	Ton	\$13.8800	\$41,640.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>	3000	Ton	\$13.9000	\$41,700.00	Complete	Brown
<u>CORNEJO MATERIALS LLC</u>	3000	Ton	\$17.4900	\$52,470.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

**Line 013** Provide Limestone Rock AB-3 Grey Only (as per KDOT State Specs) (If the City or its Representatives Picks Up Limestone Rock)

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>MARTIN MARIETTA MATERIALS</u>	4000	Ton	\$8.4400	\$33,760.00	Complete	
<u>CORNEJO MATERIALS LLC</u>	4000	Ton	\$12.0000	\$48,000.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

**Line 014** Provide Limestone Rock AB-3 Cream Only (as per KDOT State Specs) (If the City or its Representative Picks Up Limestone Rock)

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Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>MARTIN MARIETTA MATERIALS</u>	3000	Ton	\$8.4000	\$25,200.00	Complete	Brown
<u>CORNEJO MATERIALS LLC</u>	3000	Ton	\$13.9000	\$41,700.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

**Line 015** Provide Mud Balls and Delivery

<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
A PLUS LOGISTICS LLC	500	Ton	\$8.0700	\$4,035.00	Complete	
CORNEJO MATERIALS LLC	500	Ton	\$9.0900	\$4,545.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 016** Provide Mud Balls Only (If the City or its Representative Picks Up Mud Balls)

<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
CORNEJO MATERIALS LLC	500	Ton	\$5.0000	\$2,500.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 017** Provide Crushed Limestone (Severy or Moline) Gray/Brown Hard Durable Includes 3/8" through 2" and Delivery

<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
MARTIN MARIETTA MATERIALS	2500	Ton	\$19.7000	\$49,250.00	Complete	
CORNEJO MATERIALS LLC	2500	Ton	\$21.5900	\$53,975.00	Complete	
A PLUS LOGISTICS LLC	2500	Ton	\$25.0100	\$62,525.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 018** Provide Crushed Limestone (Severy or Moline) Gray/Brown Hard Durable includes 3/8" through 2" Only (If the City or its Representative Picks Up Crushed Limestone)

<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
MARTIN MARIETTA MATERIALS	2500	Ton	\$8.9000	\$22,250.00	Complete	#515
CORNEJO MATERIALS LLC	2500	Ton	\$18.1000	\$45,250.00	Complete	
<u>ASSOCIATED MATERIAL &amp; SUPPLY CO</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

Top of the Page**Line 019** Provide Top Soil and Delivery

<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
A PLUS LOGISTICS LLC	1500	Ton	\$11.7200	\$17,580.00	Complete	
CORNEJO MATERIALS LLC	1500	Ton	\$13.5900	\$20,385.00	Complete	
PEARSON CONSTRUCTION LLC	1500	Ton	\$13.7700	\$20,655.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	1500	Ton	\$17.3500	\$26,025.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	

Top of the Page**Line 020** Provide Top Soil Only (If the City or its Representatives Picks Up Top Soil)

Extended

Vendors	QTY	UOM	Price	Cost	Complete	Comments
CORNEJO MATERIALS LLC	1500	Ton	\$10.0000	\$15,000.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	1500	Ton	\$12.2500	\$18,375.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

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**Line 021** Provide Fill Dirt and Delivery

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
PEARSON CONSTRUCTION LLC	1000	Ton	\$7.5500	\$7,550.00	Complete	
CORNEJO MATERIALS LLC	1000	Ton	\$7.5800	\$7,580.00	Complete	
A PLUS LOGISTICS LLC	1000	Ton	\$7.7900	\$7,790.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	1000	Ton	\$9.2500	\$9,250.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	

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**Line 022** Provide Fill Dirt Only (If the City or its Representative Picks Up Fill Dirt)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ASSOCIATED MATERIAL & SUPPLY CO	1000	Ton	\$3.2500	\$3,250.00	Complete	FOB-5600 W 53rd North
CORNEJO MATERIALS LLC	1000	Ton	\$3.2500	\$3,250.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

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**Line 023** Provide Top Soil and Delivery (Shredded/Pulverized)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO MATERIALS LLC	500	Ton	\$15.0900	\$7,545.00	Complete	
A PLUS LOGISTICS LLC	500	Ton	\$15.2200	\$7,610.00	Complete	
PEARSON CONSTRUCTION LLC	500	Ton	\$15.6300	\$7,815.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	500	Ton	\$18.3500	\$9,175.00	Complete	FOB-5600 W 53rd North
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	

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**Line 024** Provide Top Soil Only (Shredded/Pulverized Top Soil)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CORNEJO MATERIALS LLC	500	Ton	\$11.5000	\$5,750.00	Complete	
ASSOCIATED MATERIAL & SUPPLY CO	500	Ton	\$13.2500	\$6,625.00	Complete	
<u>MARTIN MARIETTA MATERIALS</u>					No Bid.	
<u>A PLUS LOGISTICS LLC</u>					No Bid.	
<u>PEARSON CONSTRUCTION LLC</u>					No Bid.	

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City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Design Services Agreement for The Ranch Addition (District II)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On November 19, 2013, the City Council approved petitions for water, sanitary sewer, and storm water drainage improvements to serve The Ranch Addition, located on the southwest corner of 21<sup>st</sup> Street North and 159<sup>th</sup> Street East.

**Analysis:** The proposed agreement between the City and Baughman Company provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of \$80,200 and will be paid by special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

For

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

For

THE RANCH ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the ‘CITY’ and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the ‘ENGINEER’.

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90618** serving Lots 1 through 11, Block A, Lots 29 through 33, Block A, The Ranch Addition (south of 21<sup>st</sup> Street North, west of 159<sup>th</sup> Street East) (Project No. 448-90618).

**STORM WATER DRAIN NO. 391** serving Lots 1 through 33, Block A, The Ranch Addition (south of 21<sup>st</sup> Street North, west of 159<sup>th</sup> Street East) (Project No. 468-84921).

**LATERAL 437, FOUR MILE CREEK SEWER** serving Lots 1 through 11, Block A, Lots 31 through 33, Block A, The Ranch Addition, and Lots 17 through 23, Block B, Stonebridge 2nd Addition (south of 21<sup>st</sup> Street North, west of 159<sup>th</sup> Street East) (Project No. 468-84919).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Woods North 3<sup>rd</sup> Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit “A”**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit “A”**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit “A”**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

<b>Project No. 448 90618</b>	<b>\$8,700.00</b>
<b>Project No. 468 84921</b>	<b>\$54,300.00</b>
<b>Project No. 468 84919</b>	<b>\$17,200.00</b>
<b>TOTAL</b>	<b>\$80,200.00</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the project.
  - 4. A major change in the scope of services for the project.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
 Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
 Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY P.A.

---

N. Brent Wooten, P.E.  
President

ATTEST:

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EXHIBIT “A”

SCOPE OF SERVICES  
The Ranch Addition  
(south of 21<sup>st</sup> Street North, west of 159th Street East)  
(Project No. 448-90618, 468-84921, 472-84919)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit “A”**.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys**. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention**. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit “A”**.
3. **Soils and Foundation Investigations**. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. **Review Preliminary Design Concepts**. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study**. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications**. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’S Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit “A”**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the

preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as

the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by Mrch 21, 2014.5

- (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by \_\_\_\_\_.

## Attachment No. 1 to Exhibit “A” – Scope of Services

### Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**Attachment No. 2 to Exhibit “A” - Scope of Services**

**Required Plan Coordinate Information**

**Arterial Street Projects & Infill (Existing Neighborhoods)**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- center of manholes

**II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release

**III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center, inside face of curb inlets – Type 1 and Type 1A; center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

**IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

**Sub-Division Projects**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

**II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

#### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

#### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

#### **VI. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer

- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial streets
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

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Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

- None in Project Limits
- In Project Limits, No Relocation Necessary
- Utility will need to relocate
- Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_  
\_\_\_\_\_

**Estimate Time for Relocation:**  < 3 months  3-6 months  6-9 months  > 9 months

**Weather Sensitive:**  Yes  No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

- Correct as Shown
- Corrections needed
- Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_  
\_\_\_\_\_

**Additional Information requested from Consultant:** \_\_\_\_\_

\_\_\_\_\_

**Please email this form on or before**  **to:**

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	1111111/ 2222222	Kallman	Ken Lee/ Ruggles & Bohm	2/21/2013	2/21/2013			No				
			Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
<b>Westar (Distribution)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
<b>Westar (Transmission)</b>												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

<b>KGS</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Black Hills</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>AT&amp;T</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<b>Cox</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Water</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Sewer</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<b>Stormwater</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Other</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:



**EXHIBIT "B"**

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Improvements to Douglas, from Washington to Oliver (Districts I and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendations:** Approve Supplemental Design Agreement No. 1.

**Background:** On August 20, 2013, the City Council approved an agreement with Baughman Company for development of a design concept for improvements to Douglas, from Washington to Oliver. The approved concept design fee was \$90,000.

**Analysis:** Final design will be completed for the section of the project between Washington and Grove, while a detailed concept only will be developed from Grove to Oliver. The intent at the time of initiating the concept design agreement was to include artist involvement with the final design only. After development of preliminary concepts and in coordination with the City Design Council, it is necessary to incorporate professionally designed artistic elements now, so that changes will not be needed during the final design phase. Supplemental Agreement No. 1 has been prepared to authorize Baughman to hire and coordinate with an artist to include aesthetic enhancements within the design concept phase. The final design concept will be presented to the City Council for approval at a later date.

**Financial Considerations:** The estimated fee for the additional services is not to exceed \$16,000. The addition of this supplemental agreement brings the total concept design fee to-date to \$106,000. Funding is available within the existing budget, which the City Council approved on August 20, 2013. No funding for construction is currently available.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachments:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 19, 2013

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

BAUGHMAN COMOPANY, P.A.

PARTY OF THE SECOND PART, HEREINATER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 20, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the **DOUGLAS, WASHINGTON TO OLIVER IMPROVEMENTS** (Project No. 472 85102\_707049).

WHEREAS, Paragraph IV. V. of the above reference Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial limits in Section IV.A shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outline in this supplemental agreement will increase the total contract by **\$16,000.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY ACTION OF THE CITY COUNCIL

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

N. Brent Wooten, President

ATTEST:

---



Baughman

March 14, 2014

Gary Janzen, P.E.  
City of Wichita  
Department of Engineering  
455 N. Main, 7<sup>th</sup> Floor  
Wichita, KS 67202

**RE: Douglas from Washington to Oliver  
Supplemental Fee Request**

Dear Mr. Janzen:

Per the City's request to add an artist to this Project, please consider this letter as our formal request for a Supplemental Modification to our existing Concept contract. I have listed below some of the additional design issues that our firm will be addressing during this Project.

- We will add a local artist to the design team and work together to develop an artistic concept for the project.
- We will attend additional meetings to coordinate with the artist.
- We will modify the existing concept to incorporate the artist's designs.

For the this portion of this work, we are requesting \$16,000 in a not-to-exceed contract to deliver to the City complete concept plans that will allow the City to move directly into the Design Phase of this project.

We appreciate the opportunity to provide you with this request, and as always we much enjoy working with you and your staff. Should you have any questions or need more clarification on this request, please email me at [taziere@baughmanco.com](mailto:taziere@baughmanco.com) or give me a call me at 262-7271. Thank you.

Respectfully,

Baughman Co. P.A.  
Tim Aziere, P.E., PTOE  
Director of Transportation Engineering

cc: File

ENGINEERING  
SURVEYING  
PLANNING  
LANDSCAPE  
ARCHITECTURE

Baughman Company, P.A.  
315 Ellis  
Wichita, Kansas 67211  
P 316-262-7271 F 316-262-0149



**Department of Public Works & Utilities**

March 17, 2014

Mr. Brent Wooten, P.E.  
Baughman Company, P.A.  
315 Ellis  
Wichita, KS 67211

**RE: Supplemental Agreement for Douglas, Washington to Oliver (472-85102)**

Dear Mr. Wooten:

Attached is the contract for designing improvements to the above-referenced project are enclosed for your signature. *Please return three original signed copies.* Upon approval of the contract, a fully executed copy will be forwarded to you.

In accordance with section II. K. of the attached contract, please advise the City in writing of your firm's designated Project Manager.

The ENGINEER shall notify the City Archaeologist, at 978-3195 prior to beginning work on this project. If you have questions or need further information, call me at (316) 268-4450.

Sincerely,

Gary Janzer, P.E.  
City Engineer

Enclosures

/mjs

**Engineering Division**

City Hall • 7th Floor • 455 North Main • Wichita, Kansas 67202-1620  
T 316.268.4501 F 316.268.4114  
[www.wichita.gov](http://www.wichita.gov)

City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Approval of Supplemental Trust Indenture No. 1- 2005 IRB (POET Ethanol, Inc.)  
(District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Approve the Resolution authorizing the Supplemental Trust Indenture No. 1.

**Background:** On September 20, 2005, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$2,000,000, and a 100% five-plus-five-year property tax exemption on bond financed property to Ethanol Products, LLC, now POET Ethanol. Bond proceeds were used to finance the cost of acquiring, constructing and equipping a company headquarters facility located at 37<sup>th</sup> and Webb in northeast Wichita. In 2008, the City issued \$4,000,000 in additional IRBs to construct a second office building at Webb and 38<sup>th</sup> and approved a 100% five-plus-five-year property tax exemption for this property as well.

Recently, an error in the amortization schedule of the bond payments was identified. Poet has requested and amendment to the Trust Indenture to correct the error.

**Analysis:** Ethanol Products, LLC, now POET, is a South Dakota company that was formed in May 2000. POET is engaged in marketing, trading, distribution, risk management and market development of renewable fuels throughout the United States. POET is the second largest supplier of fuel grade ethanol in the United States with over 615 million gallons of production per year, and currently markets for 18 ethanol plants in the upper Midwest, including one in Kansas. POET's customers are primarily comprised of the major petroleum companies and the product is delivered to destinations all across the upper Midwest and on both the East and West coasts.

Poet Ethanol is the owner of all outstanding bonds and has consented to the revised amortization schedule.

**Financial Considerations:** There are no adverse impacts to the City to correct the error in the amortization schedule.

**Legal Considerations:** The Resolution and Supplemental Trust Indenture No. 1 have been approved as to form by the City's Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Resolution authorizing the Supplemental Trust Indenture No. 1 and authorize necessary signatures.

**Attachments:** Resolution, Supplemental Trust Indenture No. 1

## SUPPLEMENTAL TRUST INDENTURE NO. 1

**THIS SUPPLEMENTAL TRUST INDENTURE NO. 1**, is made and entered into as of \_\_\_\_\_, 2014 by and between **THE CITY OF WICHITA, KANSAS**, a municipal corporation (“Issuer”) and **BANK OF OKLAHOMA, N.A.**, Tulsa, Oklahoma, as Trustee (“Trustee”), with the consent of **ETHANOL PRODUCTS, LLC**, a South Dakota limited liability company (d/b/a Poet Ethanol Products) (the “Company”).

### Recitals

A. Issuer and Trustee are parties to a Trust Indenture dated as of October 1, 2005, authorizing and securing the Issuer’s Taxable Industrial Revenue Bonds, Series III, 2005 (Ethanol Products, LLC), in the original principal amount of \$2,000,000 (the “Bonds”), for the purpose of acquiring, constructing, and equipping a headquarters facility located in the City of Wichita, Kansas (the “Project”).

B. The Issuer has leased the Project to the Company pursuant to the terms of a Lease dated as of October 1, 2005 (the "Lease")

C. The Company is the owner of 100% of the aggregate principal amount of all outstanding Bonds as of the date hereof.

D. Pursuant to *Section 1101* of the Trust Indenture, the parties desire to amend and supplement the Trust Indenture to correct an error in the amortization schedule for the Bonds.

### Agreement

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. *Capitalized Terms.* All capitalized terms not otherwise defined shall have the same meanings as in the Trust Indenture and Lease.

2. *Ratification of Trust Indenture and Lease.* The Issuer, the Trustee and the Company each acknowledges and confirms that the Trust Indenture and the Lease are in full force and effect as of the date hereof and that none of them knows of the existence of any default under either the Trust Indenture or the Lease.

3. *Amendment to Schedule III.* *Schedule III* of the Trust Indenture is hereby amended to read as set forth on *Schedule I* to this Supplemental Trust Indenture No. 1. The Trustee and Company, as Owner of all Outstanding Bonds, are hereby authorized to amend the schedule to the Bond certificate to conform to *Schedule I* hereto. Except as expressly amended herein, the terms of the Trust Indenture shall remain unchanged and in full force and effect.

*[Balance of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Trust Indenture No. 1 to be executed as of the date first written above.

**CITY OF WICHITA, KANSAS**

By: \_\_\_\_\_  
Carl Brewer, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Karen Sublett, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  )  
COUNTY OF SEDGWICK            )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by Carl Brewer, Mayor, and Karen Sublett, City Clerk, of the City of Wichita, Kansas

[SEAL]

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Notary Public



**CONSENT OF TENANT TO SUPPLEMENTAL TRUST INDENTURE NO. 1**

The undersigned, a duly authorized, qualified and acting officer of Ethanol Products, LLC, hereby represents and warrants that Ethanol Products, LLC, as tenant under the Lease with the City of Wichita, Kansas entered into in connection with the issuance of its Taxable Industrial Revenue Bonds, Series III, 2005 (Ethanol Products, LLC), consents to the foregoing Supplemental Trust Indenture No. 1 and waives any notice thereof required by *Section 1103* of the Trust Indenture.

Dated \_\_\_\_\_, 2014

**ETHANOL PRODUCTS, LLC**  
as Tenant

By: \_\_\_\_\_  
Name:  
Title:

**CONSENT OF BONDOWNER TO SUPPLEMENTAL TRUST INDENTURE NO. 1**

The undersigned, a duly authorized, qualified and acting officer of Ethanol Products, LLC, hereby represents and warrants as follows: (1) Ethanol Products, LLC is the Owner of 100% of the aggregate principal amount of all Outstanding City of Wichita, Kansas Taxable Industrial Revenue Bonds, Series III, 2005 (Ethanol Products, LLC) as of the date hereof; and (2) Ethanol Products, LLC, consents to the foregoing Supplemental Trust Indenture No. 1 and waives any notice thereof required by *Section 1102(b)* of the Trust Indenture.

Dated \_\_\_\_\_, 2014

**ETHANOL PRODUCTS, LLC**  
as Bondowner

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**

[here attach corrected amortization schedule]

**RESOLUTION NO. 14-105**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING SUPPLEMENTAL TRUST INDENTURE NO. 1 TO A CERTAIN TRUST INDENTURE ENTERED INTO BY THE CITY IN CONNECTION WITH THE ISSUANCE OF ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES III, 2005 (ETHANOL PRODUCTS, LLC).**

**WHEREAS**, the City of Wichita, Kansas (the "Issuer") and Bank of Oklahoma, N.A., Tulsa, Oklahoma (the "Trustee") are parties to a Trust Indenture dated as of October 1, 2005, authorizing and securing the Issuer's Taxable Industrial Revenue Bonds, Series III, 2005 (Ethanol Products, LLC), in the original principal amount of \$2,000,000 (the "Bonds"), for the purpose of acquiring, constructing, and equipping a headquarters facility located in the City of Wichita, Kansas (the "Project"); and

**WHEREAS**, the Issuer has leased the Project to Ethanol Products, LLC, a South Dakota limited liability company (d/b/a Poet Ethanol Products) (the "Company") pursuant to the terms of a Lease dated as of October 1, 2005 (the "Lease"); and

**WHEREAS**, pursuant to Section 1101 of the Trust Indenture, the parties desire to amend and supplement the Trust Indenture to correct an error in the amortization schedule for the Bonds; and

**WHEREAS**, the Company is the owner of 100% of the aggregate principal amount of all outstanding Bonds as of the date hereof and has consented to such amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Approval of Form of Supplemental Trust Indenture No. 1.** The form of Supplemental Trust Indenture No. 1 between the Issuer and the Trustee, amending the Trust Indenture to correct an error in the amortization schedule for the Bonds, is hereby approved in substantially the form presented to the governing body concurrently with this Resolution.

**Section 2. Authorization to Execute and Deliver Document.** The Mayor and City Clerk are hereby authorized to execute and deliver Supplemental Trust Indenture No. 1 on behalf of the Issuer upon receipt of the original document signed on behalf of the Trustee by a duly authorized officer, and consented to in writing by the Company, as tenant under the Lease and as owner of 100% of the outstanding Bonds.

**Section 3. Effective Date.** This Resolution shall take effect from and after its adoption by a majority of the governing body of the Issuer.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the governing body of the City of Wichita, Kansas on April 15, 2014, 2014.

[SEAL]

By: \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** City of Wichita Employees' Deferred Compensation Plan  
Great-West Agreements for Recordkeeping and Communication Services

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendation:** Approve the agreements.

**Background:** In 1991, as the result of a Request for Proposal, the City of Wichita hired Great-West to administer the City of Wichita Employees' Deferred Compensation Plan. Three subsequent RFPs were issued in 1996, 2001 and again in 2007. Great-West was selected each time as the provider for additional five year periods.

On December 18, 2012, a contract extension was approved by the City Council to provide sufficient time for the Deferred Compensation Board to complete a Request for Proposal process. The City Council also approved the hiring of a consultant, Hyas Group, LLC, on April 2, 2013, to assist the Deferred Compensation Board in the preparation of a Request for Proposal (RFP), evaluation of all responses, and transition to a new provider, if necessary.

**Analysis:** The RFP was issued on May 6, 2013 and was sent directly to 20 providers with responses due by June 4, 2013. Six proposals were received and three providers were selected as finalists firms based upon analysis provided by the outside consultant and evaluation by the Deferred Compensation Board. The Board interviewed the three firms, Great-West, Nationwide, and TIAA-CREF, on August 13, 2013. The interviews were ranked and on August 15, 2013, the Board selected Great-West as the provider. On November 19, 2013, the City Council approved an additional contract extension with Great-West to allow sufficient time for the Board to select investment products to be offered to participants and finalize the terms of a new agreement.

The Board and staff worked diligently with the consultant and Great-West to enhance the plan during this RFP process. Enhancements include a new investment menu with overall lower investment management fees and comparable investment returns and a new financial planning service available to participants. Additionally, performance guarantees related to services, reporting, and Great-West's goal to increase participation in the plan have been included in the contract.

**Financial Considerations:** As a result of the RFP, Great-West's fee for recordkeeping services was reduced from .24% per annum to an equivalent of .17% per annum, or \$60 per participant per annum. Overall, the new investment menu and reduced record keeping fees will save participants approximately \$155,000 per year in fees based on the current size of the plan. All costs associated with the administration of the program are borne by the participants of the plan.

**Legal Considerations:** The Law Department has reviewed and approved the agreements as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the agreements and authorize the necessary signatures.

- Attachments:**
- 1) City of Wichita Employees Deferred Compensation Trust Agreement for Recordkeeping and Communication Services.
  - 2) First Amendment to the Putnam Fiduciary Trust Company Participation Agreement.

**CITY OF WICHITA EMPLOYEES DEFERRED COMPENSATION TRUST  
AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES**

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## DEFINITIONS AND ACRONYMS

“Agreement”: Recordkeeping and Communication Services Agreement

“AAG”: Advised Assets Group, LLC, a registered investment advisor and a wholly owned subsidiary of Great-West Life & Annuity Insurance Company

“Business Day”: any day, and only for as many hours as, the New York Stock Exchange is open.

“Code”: The Internal Revenue Code of 1986, as amended from time to time, or any future United States Internal Revenue law that replaces the Internal Revenue Code of 1986. References herein to specific section numbers shall be deemed to include Treasury regulations and Internal Revenue Service guidance thereunder, and to corresponding provisions of any future Internal Revenue law that replaces the Internal Revenue Code of 1986.

“Employer”: The City of Wichita, Kansas, a political subdivision of the State of Kansas

“Great-West”: Great-West Life & Annuity Insurance Company, as recordkeeper and service provider for Plan communications and other ministerial services. Great-West may also be known by its branded name, Great-West Financial.

“Home Office”: 8515 E. Orchard Rd., Greenwood Village, CO 80111, as amended from time to time

“Plan”: City of Wichita Employees Deferred Compensation Trust

“PSVF”: Putnam Stable Value Fund

“PIN”: Personal Identification Number used by Plan participants to access personal account information

“PSC” Plan Service Center

“PDI”: Payroll Data Interchange file with a listing of all employees and required information, as requested from time to time.

“SDBA”: Self-directed brokerage account

“VRU”: Voice Response Unit

The Agreement is made as of the date signed by both parties ("Effective Date").

#### RECITALS

WHEREAS, Employer has authority under K.S.A. 12-101 et seq. to provide benefits for its employees consistent with state and federal laws; and

WHEREAS, Employer has established and maintains for the benefit of its eligible employees a deferred compensation plan that is designed to comply with the eligibility standards of Section 457 of the Code;

WHEREAS, Employer is the sponsor and trustee for the Plan, with responsibility to obtain investment alternatives and services for employees participating in the Plan, and the Employer further serves as the Plan Administrator and a fiduciary with respect to the Plan;

WHEREAS, Employer desires to contract with Great-West in connection with the administration of the Plan;

WHEREAS, Great-West desires to provide the recordkeeping, communication and other such services subject to the terms and conditions set forth herein as a directed, nondiscretionary service provider as outlined in this Agreement and as directed by Employer in compliance with all applicable federal, state and local laws and regulations;

WHEREAS, Great-West provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, form processing, and benefit disbursement;

WHEREAS, this Agreement is a reflection of the mutual negotiation of a contract for services based on the Request for Proposal #FP340027 and Great-West's response to that proposal; and

WHEREAS, the parties agree to replace in its entirety the Agreement For Recordkeeping and Communication Services that was effective April 8, 2008 and amended through the Effective Date, between the Great-West Life & Annuity Insurance Company and the City of Wichita with this Agreement, on the Effective Date,

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

#### **1. DESIGNATION**

Employer designates Great-West as the exclusive recordkeeper for the Plan to perform all nondiscretionary functions necessary for the administration of the Plan with respect to the Agreement and assets in the Plan deposited with the trust. The general functions to be performed by Great-West include but are not limited to:

- A. allocation in accordance with participant direction of individual accounts to investment options offered by the Plan;
- B. maintenance of individual accounts for participants reflecting the amounts contributed to the participant accounts, gain, or loss credited, and amounts disbursed as benefits or otherwise removed from the participant accounts;

- C. provision of periodic reports to Employer and participants of the Plan's investment performance and individual account balances;
- D. communication to participants of information regarding their options and elections under the Plan. Great-West shall provide educational and communication services to all participants in the Plan as prescribed under this Agreement. Great-West shall present workshops to participants outlining programs and provide assistance in education and communication prescribed under this Agreement. Great-West shall report in writing to Employer, in a format approved by Employer, an update on all funds and education and communicated materials related to participants, including attendance at on-site meetings. Employer shall retain the ultimate right of approval or disapproval of the performance report, but agrees it will only do so after communication with Great-West. Employer shall reserve the right to audit and verify all information supplied it by Great-West; and
- E. maintenance of telephone- and internet-based systems through which participants may obtain information and conduct transactions;
- F. disbursement of benefits as paying agent for Employer or the trust in accordance with terms of the Plan.

## 2. **ADOPTION OF TRUST**

Employer has adopted a trust agreement relative to the Plan and agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the trust shall be subject to the Plan and the trust agreement, as they may be amended from time to time.

## 3. **CERTAIN REPRESENTATIONS, WARRANTIES, and COVENANTS**

Great-West represents and warrants to Employer that:

- A. Great-West is a corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

Great-West covenants with Employer that:

- B. Great-West shall recordkeep the Plan in accordance with the terms of this Agreement and in compliance with the requirements for eligible deferred compensation plans under applicable sections of the Code. Employer is solely responsible for the eligible status of the Plans.

Employer represents and warrants to Great-West that:

- C. Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which Employer is bound or to which it is a party.

#### **4. TERM AND TERMINATION.**

A. TERM. The term of this Agreement will begin on the effective date and extend through five years from the effective date of the Agreement.

B. TERMINATION.

1. With Cause and Cure:

Any time after Effective Date of the Agreement, Employer may terminate this Agreement, by giving written notice to Great-West detailing Employer's dissatisfaction with Great-West material obligations under the Agreement. Employer acknowledges that Great-West will have ninety (90) days to cure to the Employer's satisfaction the material obligations detailed in Employer's notification. Should Great-West fail to cure to Employer's reasonable satisfaction after the ninety-day cure period, Employer may immediately terminate the Agreement.

2. With Cause and no Cure:

In addition, either party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

- a. A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations, ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; or
- b. Engages in fraud, criminal conduct, or willful misconduct, or breaches the confidentiality obligations under this Agreement.

Notwithstanding the above, Great-West shall not be relieved of liability to Employer by virtue of any breach of this contract by Great-West.

#### **5. INVESTMENT OPTIONS**

Great-West agrees to accept Plan funds for investment in the investment options or such other options as mutually agreeable to the parties. Great-West's investment platform features "open architecture." This investment flexibility allows Employer to select the investment options offered, or if Employer prefers, select its own investment option choices, assuming mutual agreement between Employer and Great-West is reached.

Great-West agrees to provide Employer with an annual investment performance report reviewing the investment options available in the Plan and provide information and data regarding the investment options annually or sooner should some concern pursuant to the adopted investment policy statement occur. Great-West has contracted with AAG to provide this service to Great-West. AAG does not act as a fiduciary in the issuance of this report.

- A. The following provisions will apply to the mutual funds/other products:
1. The investment options made available to Plan participants may have additions, eliminations, and substitutions upon agreement by the parties during the term of the contract. Dividends will be reinvested in accordance with the terms of each investment provider's prospectus; and
  2. Investment Management or other underlying fund charges may be imposed by the underlying investment option. These charges will be disclosed in the underlying fund prospectus, group annuity contract or other applicable approved document. Any operating expenses of the underlying fund will be separate from any fees or charges described in this Agreement.
  3. To the extent Employer offers this service, Employer hereby instructs Great-West to create and administer the pre-Assembled Portfolios ("Model Portfolios") for use by the Plan as set and approved by the Employer in accordance with the Model Portfolios Operating Document and other required documents, as applicable, in effect at the time of Employer's service election. Employer agrees to provide Great-West with the allocation for each Model Portfolio at least thirty (30) days prior to the effective date of each allocation.
- B. Participants will be permitted to change their investment options as often as they wish subject to the terms of the Agreement or applicable state and federal laws; however, participants shall be subject to any applicable restriction, penalty, fee or charge imposed by the underlying fund for such change.
- C. Employer hereby acknowledges receipt of and agrees to adhere to the terms and conditions of the market timing prevention policies attached to this Agreement, as amended, as the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies (Exhibit A).
- D. Employer's investment arrangement with Great-West provides for the offering of a SDBA option. Provided Great-West's Letter of Instruction Regarding Self-Directed Brokerage Account, the Self-Directed Brokerage Provider's plan application, SDBA Provider's investment restriction form and any other documents required by SDBA provider (collectively "SDBA Provider Documents") have been executed, the SDBA shall be available to the Plan and recordkept according to Great-West's Self-Directed Brokerage Account Option Policies and Procedures.

Employer agrees that all fees, charges and other expenses assessed by Ameritrade in connection with any SDBA shall be deducted, as applicable, from each participant's SDBA. Great-West shall bear no responsibility whatsoever for these fees, charges or expenses.

Great-West reserves the right to assess an annual fee of \$50.00 per SDBA for transaction processing services. This fee is not subject to change during the term of the Agreement, if applicable.

The SDBA will be by separate agreement between Employer and the SDBA Trustee. Fees and charges related to the SDBA are in addition to the compensation for administrative services as provided in Section 12.

## **6. PLAN ADMINISTRATION**

### **A. ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES**

Great-West agrees to:

1. Establish an account for each participant;
2. Post and credit the amounts sent by Employer to the accounts of participants, as applicable, in accordance with the latest instructions on file with Great-West;
3. Provide participants written communication detailing changes in the Plan;
4. Process, or arrange to have processed, the enrollment of eligible employees who elect to participate in the Plan. Employer hereby instructs Great-West to allow participants to enroll online and agrees to utilize the PSC and to provide a full PDI file with a listing of all employees and required information as requested from time to time in order to utilize this service. Once the PDI file is transmitted, Employer instructs Great-West to issue a PIN to every eligible employee allowing enrollment in the Plan through the website or the VRU;
5. Provide specific portions of informational and promotional material pursuant to the Plan for distribution to employees, and retired employees, of Employer, subject to approval of such material by Employer, such approval may not be unreasonably withheld. Employer agrees to allow and facilitate the periodic distribution of such material to employees in an electronic (web-based) format. An adequate number of printed versions shall also be provided to Employer for distribution to employees, and retired employees, including those who may not have ready access to Internet services. Electronic enrollment will be made available to the extent possible and agreed upon;
6. For City of Wichita on-site services, Great-West will staff one local Education Counselor that will be supported by the Client Relationship Director, Manager Retirement Plan Counselors and Central Region Vice President;
7. Each local service representative assigned to the Employer's account will hold a minimum of the FINRA Series 6/63 designation and the proper State Life/Variable Licenses; and
8. Conduct onsite annual individual and group enrollment/education meetings for employees beginning on the Effective Date of this Agreement. Representative(s) will be on-site a minimum of 190 service days per Agreement year to conduct group and individual meetings at which some or all of the following will be communicated:
  1. Summary of the key provisions of the Plan;
  2. Summary of investment options;
  3. Discussion of services including automated voice response system inquiry, retirement planning, and investment seminars;
  4. Instructions on how to sign up and make changes within the Plan; and

5. Various educational topics related to the Plan

Partial contract years shall be adjusted on a prorated basis.

B. QUALIFIED DOMESTIC RELATIONS ORDER REVIEW GUIDELINES

If the Plan accepts Qualified Domestic Relations Orders (QDROs), Employer hereby instructs Great-West to complete an administrative review of all Employer approved QDROs submitted on or after the effective date of this Agreement to ensure that Great-West can determine the amount of the alternate payee's award, mailing address and social security number. Great-West will establish an alternate payee account or process a distribution pursuant to the terms of the QDRO, the Plan, and/or Code requirements in effect on the date of the distribution, and a distribution request received in good order and in a manner satisfactory to Great-West. Employer instructs Great-West to determine the amount due to the alternate payee based solely on the participant account records on Great-West's recordkeeping system.

C. DEFERRALS

Contributions sent directly online to Great-West's recordkeeping system (currently called the "Plan Service Center" or "PSC") and processed by 1:00am Central Time will be allocated effective the next Business Day (at that Business Day's unit value). If contributions are processed via the PSC after 1:00am Central Time, they will be effective two (2) Business Days thereafter. Funds must be sent via Automated Clearinghouse (ACH) within the PSC system functionality.

Employer initially designates an investment option (the "Designated Investment Option") for amounts received from participants, including contributions, transfers and direct rollovers, without complete allocation instructions. The initial Designated Investment Option shall be the "Target Date Portfolio Funds" based on the participant's normal retirement age of 65 and shall remain in effect until Employer has designated a new investment option. Such amounts will be deposited and held in the Designated Investment Option until complete allocation information has been received from participants in good order at its Home Office. Once complete allocation instructions have been received, participant allocation instructions will be updated on the system for future contributions. Funds deposited into the Designated Investment Option will remain invested therein until the participant initiates transfer instructions via the automated voice response system, Internet, or client service representative.

Employer agrees to furnish to Great-West on a timely basis such information as is necessary for Great-West to carry out its responsibilities as recordkeeper under this Agreement, including information needed to allocate individual participant accounts to funds under the Plan, and information as to the employment status of participants, participant ages, addresses and other identifying information (including tax identification numbers), subject further to the terms of the Plan. Great-West shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of Employer (as determined by Employer) or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and Great-West shall not be responsible for any error arising from its reliance on such information. Great-West will provide Employer with account information in reports, statements or accountings.

#### D. REPORTS

Great-West agrees to provide to Employer the following reports:

Key Plan Statistics and Activities	Quarterly
Fund Performance Review	Semiannual
Plan Enhancement Program	Annual
Employer Plan Summary Report	Quarterly
Annual Plan Report Card and Demographic Review	Annual
Service guarantee report	Quarterly
Unallocated plan account report	Quarterly

In addition, Great-West will provide reports detailing all education and communication activity including the number of group and individual sessions conducted during the year, and the number of participants attending sessions on each educational topic.

#### E. ADMINISTRATION OF LOANS

Loans are permitted under the Plan. Employer agrees that all loans shall be account reduction loans repaid by payroll deduction and consistent with the loan policy and the procedures established by the recordkeeper from time to time. Employer instructs Great-West to process participant loan requests, without Employer's authorization submitted through a form acceptable to Great-West or through the website if Employer provides Great-West with participant information in a full PDI file and up-to-date full service vesting information electronically. Home loans will be routed to the Employer for its authorization. Participants will be subject to the fees in the loan documents.

#### F. ADJUSTMENTS

Great-West shall not be responsible for any acts or omissions of any person other than Great-West, its affiliates and each of their agents and employees in connection with the recordkeeping services it provides under this Agreement.

If, as a direct result of an error made by Great-West, a loss is incurred by a Plan participant (or a gain was not received), Great-West will adjust the participant's account retroactively according to the following policy:

1. For transactions that are confirmed in writing, if Great-West is notified within ninety (90) days following the confirmation date, Great-West will correct the transaction and the participant's account will be made whole at Great-West's expense; and
2. For transactions that are reflected on quarterly statements only, if Great-West is notified within ninety (90) days following the receipt of the quarterly statement, Great-West will correct the transaction and the participant's account will be made whole at Great-West's expense.

However, should errors not be identified within ninety (90) days of the statement date or if the error(s) have been made by the participant, Employer or any party not within the Great-West family of companies, the error(s) will be corrected and be made effective retroactively solely at the discretion of Great-West.

G. Code Section 457(b) Sample Plan Document and Adoption Agreement

Great-West will offer a sample Plan document and an adoption agreement. Plan document amendments required by changes in applicable laws and regulations will be available and provided to Employer prior to the date required.

**7. PARTICIPANT SERVICES**

- A. Great-West will provide a toll-free Voice Response System telephone number, which shall be operative 24 hours per day, 7 days per week (less normal maintenance time and time allotted for system upgrades). Customer Service Representatives will be available from 8:00 am to 7:00 pm Central Time each business day. Using the toll-free number, participants may obtain information and conduct transactions for participant accounts. Employer authorizes Great-West to honor instructions, which may be submitted by participants pursuant to their PIN using the toll-free number, either via the VRU or through a live representative.
- B. Employer hereby instructs Great-West to collect participant deferral information made by participants via the website or VRU and to send the deferral information to the PSC. Employer agrees to provide Great-West with an electronic employee data feed of all the participant deferral amounts/percentages or full PDI file and retrieve participant deferral elections from the PSC, upload the information into their payroll system, deduct the amounts from payroll and remit participant deferrals electronically through the PSC.
- C. Great-West will provide Plan participants opportunities to redirect future deferral amounts to any investment option offered by the Plan via the website, VRU or other form acceptable to Great-West. All requests received in good order will be processed within twenty-four (24) hours of receipt and will be effective with the next following pay period deferral.
- D. Great-West will provide participants the daily ability, without additional cost, to exchange existing account balances from one investment option offered by the Plan to another, subject to fund restrictions and redemption fees that may be charged by mutual fund companies and other investment providers and the Plan.
- E. Great-West will provide participants, if they request, an underlying fund prospectus for each non-SDBA underlying fund offered by the Plan. In addition, specific fund prospectuses and other relevant information may be provided by each respective mutual fund or other investment provider upon request by Employer or by a participant.
- F. Great-West will provide participants consolidated quarterly statements detailing participant's quarter-to-date deferral amounts, account balance information that includes changes in account value since the previous report date, a personal rate of return calculation, and any fees or charges assessed against the participant account. Great-West will provide each participant a personal rate of return calculation quarterly within the participant statement and via the plan website.
- G. Great-West agrees to mail statements to participants within fifteen (15) Business Days after the end of each calendar quarter or within ten (10) days if in receipt of mutual fund data. Great-West will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date such Plan was record kept by Great-West.

- H. Great-West agrees to provide Plan participants access to a comprehensive retirement website via the plan website. The website has inquiry and transactional capabilities including, but not limited to: enrollment, deferral changes, redirecting the investment of future contributions among the investment options; transferring amounts held in the participant's individual account among the investment options; obtaining the participant's individual account balance in total and on an investment fund basis for the previous valuation day; and obtaining the accumulation unit value/price for the previous valuation day for each of the investment options.

The appearance (content) of the website will be customized in terms of such items as the Employer's logo and URL. The web site functionality and access to system data cannot be customized. Mutually agreeable enhancements to the web site's content and errors in the website's content will be completed/corrected on a weekly basis after written notification is received at Home Office. Corrections to the functionality of the recordkeeping system or data records maintained on the recordkeeping system shall be made only as mutually agreeable.

- I. Great-West will provide access to preprogrammed reports to Employer so that Employer may run them periodically (i.e. daily and monthly) online via the PSC at the plan website to enable Employer to effectively monitor all accounting and recordkeeping processes.

Great-West agrees to maintain, for the term of this Agreement, and for five (5) years thereafter, the records necessary to produce the above mentioned reports, and agrees that all records shall be the property of Employer. Employer agrees that all related computer tapes, disks, and programs shall remain the property of Great-West. Great-West agrees to make said tapes, disks and programs available to Employer, at a mutually agreed upon cost.

- J. Great-West has contracted with AAG to provide Employer with an annual investment performance report. AAG does not act as a fiduciary in the issuance of this report.

Online investment guidance, advice and a managed account service, as well as research and educational services to Plan participants are available under the REALITY INVESTING ADVISORY<sup>SM</sup> SERVICE AGREEMENT, a separate agreement entered into by AAG and Employer. The investment advisory service, Reality Investing<sup>®</sup>, is accessed through the plan website as set forth in the REALITY INVESTING ADVISORY<sup>SM</sup> SERVICE AGREEMENT. Participants who elect to use the advice or managed account service will pay a fee for the service, assessed quarterly and may opt out at any time. Guidance service is included at no additional charge. As indicated in the agreement discussed above, AAG may discontinue making this service available at any time and Employer may discontinue access to this service at any time by written notice to Great-West.

## **8. DISTRIBUTIONS**

- A. Great-West will assist the participant in preparing the necessary forms to select his/her distribution option upon request of the participant. This would also include in-service withdrawals, and those distributions covered in the Plan's mandatory distribution provisions and distributions required by law.

### **Distributions due to Severance from Service:**

Employer hereby approves and instructs Great-West to process participant distribution requests due to severance from service for any reason other than

disability or death, without Employer signature, that are received in good order and in a manner acceptable to Great-West if Employer provides Great-West a full PDI file with participant termination dates and addresses and up-to-date full service vesting information electronically.

If Employer does not provide the participant's termination date or other required information, Employer instructs Great-West to route the request to the Employer for approval before processing the distribution. If spousal consent is required by the Plan, Employer instructs Great-West to rely on the marital status specified by the participant on the Distribution Request form and to process distributions other than for reasons of death and disability without the Employer's signature. Employer's signature will be required for distributions as a result of death and disability.

- B. Participants electing a payment of a lump sum amount will have their payment processed within two (2) Business Days if documentation is properly completed and Employer has provided termination data.
- C. Employer agrees to review and sign each Death Benefit Claim form. In the event the Employer submits a signed Death Benefit Claim form for a claimant other than the beneficiary on file with Great-West, Great-West will return the Death Benefit Claim form to the Employer for further instruction.
- D. Distributions Due to Unforeseeable Emergencies: Employer hereby instructs and authorizes Great-West to process, without Employer's further approval, all Participant requests, received in good order and in a manner acceptable to Great-West, for distributions due to unforeseeable emergency resulting in a severe financial hardship to the Participant or Beneficiary that cannot be alleviated by any other means available to the Participant. Great-West shall only process such requests if they meet the safe harbor defined in the Treasury Regulations, as described below. Employer further instructs Great-West to rely on representations made by a Participant, to the extent substantiated (as referenced in this Section I.8.D. below) in a Request, including, but not limited to:
  - 1. An illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));
  - 2. Loss of the Participant's or Beneficiary's property due to casualty;
  - 3. The following extraordinary and unforeseeable circumstances, if they arise as a result of events beyond the control of the Participant or Beneficiary:
    - a) The imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence;
    - b) The need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and
    - c) The need to pay for the funeral expenses of a spouse or a dependent (as defined in Code §152, and for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B)) of Participant or Beneficiary.
    - d)

Except in extraordinary circumstances, the following are examples of situations that shall NOT qualify for a distribution under this section:

1. Purchase of real estate;
2. Payment of college tuition;
3. Unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction;
4. Unpaid utility bills;
5. Loan repayments;
6. Personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond the Participant's or Beneficiary's control);
7. Payment of taxes, interest or penalties; or
8. Marital separation or divorce.

Employer will make determinations with respect to any unforeseeable emergency distribution request that does not clearly fall within the guidelines set forth above and shall be the arbitrator of all appeals.

In the event of any changes to applicable law, including the safe harbor defined in the Treasury Regulations, Great-West may revise this authorization and instruction from time to time and without further notice to Employer. This authorization and instruction shall remain in effect until revoked by either party.

Great-West will process unforeseeable emergency withdrawals in accordance with the following current overview of the service, subject to applicable regulatory and Great-West processing changes as communicated to Plan Sponsor:

#### Overview of Unforeseeable Emergency Withdrawal Review Service

##### Prescreening process

Distribution of Unforeseeable Emergency Withdrawal General Instructions packet and distribution form

Thorough review of request and supporting documentation

Determination of eligible amount based on supporting documentation

Processing of the request

Deferral suspension after distribution processing (if applicable)

Preparation of all written correspondence including approval/denial confirmation letter

Participants are required to substantiate their request with supporting documentation.

Examples:

##### Illness or accident

Required Documentation: Documentation related to the illness and/or accident such as an accident report, payroll documentation, and proof of relationship/dependency if your request relates to your spouse or dependent.

##### Loss of property due to casualty

Required Documentation: Documentation showing cause, dollar amount of damage, and amount not covered by insurance or FEMA.

##### Imminent foreclosure of OR eviction from primary residence

**Required Documentation:** A letter from your mortgage company or landlord, a copy of an eviction or mortgage foreclosure notice, or other documentation showing the amount of rent or mortgage payment required to prevent eviction or foreclosure. Your name and address must be on the documentation you are submitting.

**Need to pay medical expenses**

**Required Documentation:** Copies of bills or pre-determination of cost showing the amount payable to doctors, hospitals, etc., after taking into account any reimbursement from your insurance company. For the insurance information, include a copy of the Explanation of Benefits from the insurance company.

**Need to pay funeral expenses**

**Required Documentation:** Copies of invoices and/or receipts showing the cost of such burial or funeral expenses after taking into account any reimbursement from your insurance company. For the insurance information, include a statement from the insurance company. You will need to provide proof of relationship/dependency if your request relates.

For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor instructs Great-West to notify Employer to suspend elective deferrals for the period required by the Plan, if any. Great-West may contact Employer for direction when unusual situations arise. For each request that is denied or that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Employer instructs Great-West to notify the Participant to contact Employer if the Participant wishes to appeal the determination.

- E. **Incoming Rollovers:** Employer instructs and authorizes Great-West to accept, without further Employer approval, Participant requests, from active Participant accounts, for incoming rollovers to the Plan that are received in good order and in a form acceptable to Great-West.

Where a Participant requests to roll assets into the Plan from a previous employer's plan via the Retirement Education Solutions Center (RESC), Plan Administrator instructs and authorizes Great-West to assist the Participant in completing such rollover without Plan Administrator's signature or further approval, provided the Plan permits such rollovers. Great-West agrees to confirm with the Participant's previous provider the nature of the funds being rolled over and the plans for which the funds are being transferred.

Where a Participant requests to roll assets into the Plan from a previous employer's plan via an incoming rollover form, Plan Administrator instructs and authorizes Great-West to assist the Participant in completing such rollover without Plan Administrator's signature or further approval, provided the Plan permits such rollovers. Great-West agrees to confirm the nature of the funds being rolled over and the plans for which the funds are being transferred based upon the Participant statement for the previous provider that the Participant included with the Incoming Transfer paperwork.

If other than a direct rollover, the Participant must certify that the rollover is being made to the Plan within sixty (60) days of the date the Participant received the distribution from the prior eligible retirement plan.

Employer instructs Great-West to reject any rollover request received without proper documentation and to return any rollover amounts accompanying such request. Employer further instructs Great-West to forward to Employer for its approval any rollover request from a Participant who is not an active employee of Employer.

Employer also instructs and authorizes Great-West to accept Participant requests for incoming plan-to-plan transfers, if allowed under the Plan, under the same criteria as for rollovers, as described above.

- F. Great-West shall offer to participants for distribution of their account a designated amount payment option. Payments shall be made on a monthly, quarterly, semi-annual or annual basis as specified by the participant, in equal installments until the amount applied, adjusted each Business Day for investment results, is exhausted. The final installment will be the sum remaining at the time such payment is due. Distribution selections may be changed by Plan participants as permitted by the Plan.
- G. Great-West shall also offer to Plan participants a designated period payment option with a variable payment. Payments shall be made monthly, quarterly, semi-annually, or annually for any specified number of years as permitted by the Plan, at the discretion of the Plan participant. The amount of each variable payment shall be determined by dividing the participant's current portfolio balance by the number of remaining payments.
- H. All payment options are available for all investment options. Participants selecting the options in B, F or G of this Section 8 shall be subject to the same fees and charges, and permitted the same exchange opportunities, as applicable to active participants under the Plan. Processing of these options will be completed by Great-West upon receipt of properly completed forms, in a time frame necessary to effectuate the "payment begin date" requested by the participant. At the time of the distribution, participants and beneficiaries will be permitted to select their own payment cycle (specific day) for periodic payments. All distributions will be made pro-rata from each of the participant's investment options.
- I. With regard to distributions from the Plan, Great-West will be responsible for preparing and filing all reports required by federal, state, and local taxing authorities pertaining to distributions made through the effective date of the termination of the contract. Great-West will be responsible for the annual filing of individual 1099R forms. Great-West shall withhold income taxes from distributions as required, and remit said taxes to appropriate regulatory authorities. Great-West shall also prepare and file periodic and annual tax returns for said amounts withheld.
- J. Great-West agrees to provide the following assistance to Plan participants with respect to distributions at retirement or other separation from service elections:
  - 1. Discussion of one-time contributions of accumulated leave
  - 2. Distribution options (full, partial, periodic payments, annuities, combinations, etc.)
  - 3. Rollover options
  - 4. Tax implications of disbursements
  - 5. Minimum required distributions
  - 6. Completion of Forms
  - 7. Beneficiary Review

## **9. Disclosure Services**

### Plan-Level Disclosures

Great-West will provide required fee and other disclosures under 29 CFR §2550.408b-2 electronically via the PSC or such other electronic means as may be designated by Great-West from time to time. Employer agrees to ensure that there is at all times a person that is able and authorized to access the disclosures on Employer's behalf.

## **10. Plan Enhancement Services**

Transition of accounts and assets to enhanced services administered by Great-West will commence on the later of the Effective Date or a date mutually agreed upon. Communication materials, meetings and activities will be administered via a schedule and process agreed upon by both parties.

Great-West shall utilize a broad range of communication activities and materials including:

- A. A letter to introduce Great-West to all participants with an overview of the upcoming changes, and information regarding the availability of representatives;
- B. Plan enhancement presentation for use with large and/or small employee groups will be mutually agreed upon by both parties;
- C. A 'welcome' package explaining the plan enhancement process and outlining scheduled group meetings; and
- D. Information detailing how investments will be transitioned.

Moreover, Great-West shall utilize a variety of plan enhancement presentations to assist in the education and enrollment of Plan participants.

**11. PERFORMANCE GUARANTEES**

	<b>STANDARD</b>	<b>\$ AT RISK</b>
<b>Participant services phone response time</b>	All telephone calls to the Home Office Client Service Representatives and the automated voice response system combined will be answered within thirty (30) seconds on average at least seventy percent (70%) of the time on an on-going average annual calendar year basis.	A report will be generated yearly from the recordkeeping system to document the necessary information regarding the number of telephone calls received and answered. If at least seventy (70) percent of the telephone calls to the Home Office Client Service Representatives and the automated voice response system have not been answered within the first thirty (30) seconds on an on-going average for the calendar year (as described above), a non-performance fee of \$250 for that calendar year will be paid to the Plan. In the event the Employer adds a major plan feature such as loans, or makes an investment option change that involves mapping of funds, or the Employer or investment company causes a delay in statements, this standard will not apply for the affected quarter.
<b>Employer services phone response time</b>	All telephone calls or emails to the Education Counselor and/or Account Manager from appropriate representative of Employer will be answered within 24 hours	\$100 per calendar quarter
<b>Quarterly statement delivery</b>	Starting with the second calendar quarter, ninety percent (90%) of all Participant statements will be mailed within fifteen (15) Business Days of the date that all required information to be included with the statements from third parties is received, including such information as final fund values, return information from the participating investment providers, insurance valuations and all newsletter information	If all of the required information has been received and 90 percent of all participant statements have not been mailed within 15 Business Days after receipt of such required information, a non-performance fee of \$250 per calendar quarter will be paid to the plan.  The 15 Business Day standard begins on the Business Day that all required information to be included with the statements has been received and ends on the date statements are postmarked for mailing.

	STANDARD	\$ AT RISK
	from the Employer.	If all of the information required from third parties has not been received as described above, no non-performance fee will be paid.
<b>Participant satisfaction (survey)</b>	<p>A mutually agreeable annual on-line web site Participant survey will be developed that will demonstrate both statistical significance and validity and that will coincide with the following measurements and fee penalties - rewards in the year prior to the expiration of each Agreement term. Such on-line web site survey will include an evaluation of recordkeeping and administration services, Employer Committee's performance, comparison with other programs and other items to be determined by the Employer and are mutually agreeable. The Employer will have final approval of the survey instrument before the survey is conducted. The average score will be based upon a mutually agreed upon weighting of each applicable category surveyed:</p>	<p>Measurement/Reward-Non-Performance Fees</p> <p>Average score 29% or lower: \$5,000 non-performance fee</p> <p>Average score range 30% to 49%: \$3,000 non-performance fee</p> <p>Average score range 50% to 69% \$1,000 non-performance fee</p> <p>Average score range 70% to 100%: no non-performance fee</p>
<b>Administrative functions:</b>		
<b>Distributions:</b> <b>Withdrawals</b> <b>Emergency Withdrawals</b> <b>Rollovers</b>	Distributions will be processed and ready for mailing within two (2) Business Days of the	If all of the required information has been received as described above and ninety percent (90%) of all such distributions have not

	STANDARD	\$ AT RISK
<b>Loan Processing</b>	receipt (at the Home Office) and acceptance of a properly executed complete and accurate distribution request.	<p>been processed and ready for mailing within two (2) Business Days after receipt of such required information, a non-performance fee of \$500 per year will be paid to the Plan.</p> <p>The two (2) Business Day standard begins on the Business Day that all required information has been received and ends on the date the distribution is postmarked for mailing.</p> <p>If all of the required information required has not been received as described above, no non-performance fee will be paid.</p>
<b>Contribution posting</b>	We are mandated by the SEC to invest all contributions received in good order effective that day, assuming receipt is prior to 3 p.m. Central time.	One hundred percent of contributions will be posted same Business Day if received in good order prior to 3 p.m. Central time, and allocation instructions received the prior Business Day. Any errors corrected to this standard at the expense of Great-West.
<b>QDRO processing</b>	Great-West will process a QDRO received in good order and approved in processing time is five Business Days.	<p>If all of the required information has been received as described above and ninety percent (90%) of all such distributions have not been processed and ready for mailing within five (5) Business Days after receipt of such required information, a non-performance fee of \$250 per year will be paid to the Plan.</p> <p>The five (5) Business Day standard begins on the Business Day that all required information has been received and ends on the date the distribution is postmarked for mailing.</p> <p>If all of the required information required has not been received as described above, no non-performance fee will be paid.- performance.</p>
<b>Employer reports</b>	Starting with the second calendar quarter, the Employer Summary Report will be mailed within thirty (30) Business	If all of the required information has been received and the Employer Summary Report has not been mailed within thirty (30) Business Days after receipt of



## 12. COMPENSATION

### A. Recordkeeping and Communication Fees:

Employer instructs Great-West to deposit in the Plan's unallocated trust account ("Trust Account") all fees Great-West and/or one or more of its affiliates receive from mutual fund families and other investment providers for providing certain administrative or other services ("Revenue"). Revenue under the accrual method will be calculated by an average daily balance by multiplying the average daily balance revenue rate times the total Participant account balances for each fund that pays Revenue. Partial quarters at the beginning and ending of the Agreement Term shall be calculated on a pro-rata basis.

In addition, Employer may direct Great-West in writing to assess a mutually agreed-upon per-Participant fee, asset fee, or combination fee to Participant account balances. Such fee may be deposited into the Trust Account. Any fees assessed under this paragraph may be adjusted annually as instructed by Plan Sponsor. Employer hereby instructs Great-West to deduct an explicit fee of 0.24% of total Participant account balances per annum. Employer hereby approves and instructs Great-West to deduct .06% quarterly based on the average daily balance of the Participant account balances and deposit the amount into the Trust Account. Partial quarters at the beginning and ending of the Agreement Term shall be calculated quarterly on a pro-rata basis.

The parties agree that the basic Annual Recordkeeping and Communication Fee payable to Great-West under this Agreement shall be \$60 per active Participant account. Employer hereby approves and instructs Great-West to calculate an amount equal to \$15 quarterly of each active Participant account and deduct that amount from the Trust Account. In the event the Trust Account balance does not cover the amount owed Great-West, Employer instruct Great-West to deduct the balance from Participant accounts on a pro rata basis.

Great-West will provide additional information upon request.

- B. Self-Directed Brokerage Account (SDBA) Fees – Each participant utilizing the SDBA will be charged a \$50 fee for the initial start-up, plus an annual usage fee of \$50 per plan per Participant. The parties acknowledge and agree that Great-West, and/or one or more of its affiliates, may receive revenues from SDBA Option provider which reimburses Great-West for administrative and systems interface costs and that the \$50 fees and such revenue set forth above shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West. Other investment specific fees and transaction fees may apply to individual participant account activity. Those fees are charged by Ameritrade directly against the participant's SDBA and may change over time.
- C. Loan Fees - In addition to the fees set forth above, a \$50 loan origination fee will be deducted from the amount of each loan processed. In addition, a \$25.00 annual maintenance fee per loan will be deducted from the Participant's account in an amount of \$6.25 per quarter. The loan fees shall not be included in the calculation of the Distribution Revenue and Administrative Revenue paid to Great-West.

### **13. TERMINATION PROCESS.**

Upon the effective date of termination of this Agreement, the following shall occur:

- A. Great-West will no longer accept deferrals.
- B. Great-West will provide Employer the following information relating to participant sub-accounts, in Great-West standard electronic format, within forty-five (45) days after the effective date of termination:
  - 1. All participant indicative data maintained on the recordkeeping system, including designations of beneficiary;
  - 2. Each participant account balance as of the termination date;
  - 3. Participant current investment allocation information; and
  - 4. Information regarding outstanding periodic payments, QDROs and hardships, if any.
  - 5. Information about outstanding plan loans, if any.

Participant statements and Employer Plan Summaries will be provided up to and including the statement for the last calendar quarter covered by this Agreement.

- C. If termination is due to either party exercising the right of termination described in Section 4 of this Agreement, within 45 days or a timeframe that is mutually agreeable after the effective date of termination, Great-West will liquidate the funds and transfer to the trust or to such other entity as Employer may designate in writing, subject further to the terms and conditions of the Agreement. Great-West agrees to provide a final accounting of all Plan assets for which Great-West provides recordkeeping and agrees to cooperate with the requests of Employer and the successor provider(s) to the extent Great-West is able.

### **14. CONFIDENTIALITY**

Great-West agrees that all information supplied to and all work processed or completed by Great-West shall be kept confidential and will not be disclosed except as required or permitted or required by law without prior written consent of Employer. Great-West shall treat all Plan, participant and customer information or data received from Employer and/or participants as confidential in accordance with Great-West's current Privacy Notice which is attached to this Agreement as Exhibit B. By executing this Agreement, Employer acknowledges receipt of said policy. Such policy may be updated periodically by Great-West.

This Agreement governs the services pertaining to the Plan only. Great-West agrees that it shall not solicit ancillary products, not related to the servicing of the Plan, to participants and/or employees.

### **15. PRIVACY OF CONTRACT**

Great-West and Plan participants shall have no privity of contract with each other.

## **16. TITLE AND OWNERSHIP**

In accordance with the provisions of the Code, all account(s) established under this Agreement shall be held in trust, or in a custodial account or annuity contract treated as a trust pursuant to Section 457(g) of the Code, for the benefit of participants and their beneficiaries, in accordance with the Plan.

## **17. CIRCUMSTANCES EXCUSING PERFORMANCE**

Neither party to the Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, delays beyond the control of the delayed party, unusually severe weather, strikes, terrorist attacks, and war.

## **18. GENERAL PROVISIONS**

The responsibility of Great-West is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Great-West responsible for the Plan or trust or to confer responsibilities upon Great-West except for those expressly provided for in this Agreement. Employer agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Great-West under this Agreement. Employer hereby acknowledges that Great-West does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

Great-West shall perform its obligations hereunder only in accordance with instructions received from those persons authorized to act on behalf of Employer as specified by Employer in writing.

Employer understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by Employer and that Great-West shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Great-West shall request is provided. Great-West shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. Employer understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Great-West by Employer was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Great-West reserves the right to charge additional fees. Great-West shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to Great-West.

Employer hereby agrees that Great-West, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes Great-West to disclose Plan and participant information to the Plan's agent and/or broker of record on file with Great-West. Except as required by law, Great-West shall not disclose confidential information to a third-party or use such information

except for the purpose of providing services under this Agreement without the written approval of Employer. Any third party retained by Great-West to provide services under this Agreement and who has access to confidential information relating to a customer, Employer or Plan participant, shall agree in writing to be bound by provisions similar to those of this section of the Agreement and to use such confidential information only for the performance of specific services under this Agreement. Notwithstanding anything to the contrary contained herein, it is expressly understood that Great-West retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with this Agreement or the Plan.

Where information needed to perform services under this Agreement is not received in good order, Employer authorizes Great-West to contact Employer's Director of Human Resources at his or her business address to obtain additional information.

## **19. ENTIRE AGREEMENT**

This document and any subsequent amendments thereto represent the entire agreement between the parties with respect to the subject matter of this Agreement. Great-West may amend this Agreement without the Employer's approval or signature, as required to comply with changes to applicable law. No other amendments shall be made to this Agreement except as mutually agreed to in writing and signed by the authorized agents of each party.

## **20. INDEMNIFICATION**

Solely as, and to the extent, required by applicable federal law or the Kansas Tort Claims Act, Employer agrees to indemnify, defend and hold harmless Great-West, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Great-West or incurred by Great-West arising out of or in connection with any claim, action or suit brought or asserted against Great-West alleging or involving Employer's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Great-West has notified Employer promptly and in writing of the claim, action or suit; (ii) Employer has the right to assume the defense of such claim, action or suit with counsel selected by Employer and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by Great-West without its prior written consent, which shall not be unreasonably withheld); and (iii) Employer receives Great-West's cooperation, at Employer's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement. Great-West shall not be liable for any claims, liabilities, or expenses arising from or alleged to arise from any action or inaction taken by Great-West pursuant to the direction of Employer or any authorized agent thereof.

Great-West agrees to indemnify, defend and hold harmless Employer, its officers, directors, employees and agents from and against loss, damage or liability assessed against Employer or incurred by Employer arising out of or in connection with any claim, action or suit brought or asserted against Employer alleging or involving Great-West's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) Employer has notified Great-West promptly and in writing of the claim, action or suit; (ii) Great-West has the right to assume the defense of such claim, action or suit with counsel selected by Great-West and to compromise or settle such action, suit or claim (provided, however, that any such compromise or settlement shall not require action or non-action by Employer without its prior written consent, which shall not be unreasonably withheld); and (iii) Great-West receives Employer's cooperation, at Great-West sole cost, in such defense. The provisions of this

Section shall survive any termination of this Agreement.

Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages.

**21. ATTORNEYS' FEES**

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

**22. ASSIGNABILITY**

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not to be unreasonably withheld. Further, Great-West agrees that participant information shall not be outsourced to any non affiliate of Great-West or agency outside the U.S. without the consent of Employer. Employer agrees that such approval will not be unreasonably withheld. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

**23. PARTIES BOUND**

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties. The parties desire that this Agreement, with Exhibits, Addenda, and Amendments, as may be amended from time to time in writing upon agreement of the parties, shall be binding. In the event of conflict or inconsistency between the Agreement, with Exhibits and Addenda, the language in this Agreement shall control.

**24. APPLICABLE LAW**

Great-West and Employer shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements (Exhibit C). This Agreement will be construed and enforced in accordance with and governed by applicable federal and State of Kansas laws.

**25. UNLAWFUL PROVISIONS**

In the event any provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be in violation of any laws relating thereto.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

## 26. **MODIFICATION**

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

## 27. **WAIVER**

Failure of either party to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions hereof.

## 28. **INSURANCE**

Great-West shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- A. **Workers' Compensation insurance** – If and to the extent required by law during the term of this Agreement, Great-West shall provide workers' compensation insurance for the performance of any of Great-West's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Employer with certification of all such coverages upon request by Employer's Risk Manager.
- B. **Liability insurance** – Great-West shall obtain and maintain in full force and effect for its responsibilities during the term of this Agreement the following liability insurance coverages, issued by a company with an A.M. Best rating of A -:VII or better:
  - 1. **General Liability** – Commercial General Liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Great-West or any officer, agent, or employee of Great-West under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
  - 2. **Professional Liability/Errors and Omissions** – Professional liability [or errors and omissions] insurance for all activities of Great-West arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
  - 3. **Comprehensive Automobile Liability Insurance** – Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Great-West's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.
- C. **Certificates** – All insurance coverages referenced in paragraph (B) above, shall be evidenced by one or more certificates of coverage or, with the consent of Employer's Risk and Benefits Manager, demonstrated by other evidence of coverage acceptable to

Employer's Risk Manager, which shall be filed by Great-West with Employer's Risk and Benefits Manager prior to commencement of performance of any of Great-West's duties; shall reference this Agreement by its City of Wichita number; shall be kept current during the term of this Agreement; shall provide that Employer shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced in paragraph (B)(1) and (3), Great-West shall also file with the evidence of coverage an endorsement from the insurance provider naming Employer, its commissioners, officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of Employer not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Employer shall pertain only to liability for activities of Great-West under this Agreement, and that other than workers compensation and employers liability insurance, the insurance provided is primary coverage to Employer with respect to any insurance or self-insurance programs maintained by Employer. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall NOT use the following forms: CG 20 10 10 93 or 03 94. Upon request of Employer, Great-West shall provide or arrange for the insurer to provide within thirty (30) days of the request, copies of the actual insurance policies or relevant portions thereof.

- D. **Deductibles/Retentions** – Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Employer, which approval shall not be denied unless the Employer determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Great-West by this Agreement. At the option of and upon request by Employer, if Employer determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions in respect to the Employer, its officers, employees, agents and volunteers or Great-West shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## **29. NOTICES**

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice shall be deemed received on the earlier of, three (3) Business Days from the date of mailing, or the day the notice is actually received by the party to whom the notice was sent.

If to Great-West: Great-West

Attention: Executive Vice President, GWRS  
8515 E. Orchard Road, 10T2  
Greenwood Village, CO 80111

If to Employer: City of Wichita

Barbara Davis, Pension Manager  
455 North Main Street, 12<sup>th</sup> Floor  
Wichita, KS 67202

**30. DATA SAFETY**

Great-West shall implement and maintain appropriate policies and procedures relating to administrative, technical, and physical safeguards including but not limited to: (i) to ensure the confidentiality of confidential information; (ii) to protect against any anticipated threats or hazards to the security or integrity of confidential information; and (iii) to protect against unauthorized access to or use of confidential information.

Great-West shall notify Employer of any material security breach resulting in unauthorized access to confidential information in accordance with applicable federal and state law. Material is defined in this section as any breach that results in an unauthorized disclosure that may reasonably result in misuse or harm to the individual.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective on \_\_\_\_\_.

**GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY.**

By \_\_\_\_\_  
NAME

\_\_\_\_\_  
Title

By \_\_\_\_\_  
NAME

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Employer:**

**City of Wichita** \_\_\_\_\_

Name: By

Date: \_\_\_\_\_

Title: By

APPROVED AS TO FORM:

By: Mary E. Rebenstorf, Esq.  
City Attorney

**Exhibit A**  
**Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain Employers have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

**Exhibit B  
Privacy Notice**

<p><b>The Great-West Family of Companies</b></p> <p>Great-West Life &amp; Annuity Insurance Company  The Great-West Life Assurance Company (US operations)  Great-West Life &amp; Annuity Insurance Company of New York  Advised Assets Group, LLC  GWFS Equities, Inc.  ‡  The Canada Life Assurance Company (US operations)  Emjay Corporation  FASCore, LLC  Great-West Life &amp; Annuity Insurance Company of South Carolina  Great-West Capital Management, LLC  Great-West Funds, Inc.  Great-West Trust Company, LLC  Westkin Properties Ltd.</p> <p>‡ www.gwrs.com</p> <p>Revised 02/2013 (standard + CA)</p>	<p><b>The Great-West Family of Companies</b> protects your privacy. We have strict policies to keep your nonpublic personal information private. We may share it with affiliates and third parties that we do business with, and in other ways permitted by law.</p> <p><b>Information We Collect.</b> We collect and store information. It comes from forms that you complete, from business you have conducted with us and other parties we do business with and from consumer and insurance reporting companies.</p> <p><b>Security of Your Information.</b> We have physical, administrative, and technical safeguards in place to protect your privacy.</p> <p><b>Access to Information.</b> The only employees who have access to your records are those who need it for business reasons.</p> <p><b>Our Information Sharing Practices.</b> We limit the information we share and the parties we share it with. We share your information to help you do business with us. What we share depends on the types of products or services you request. For example, we may share information:</p> <ul style="list-style-type: none"> <li>• from business forms that you complete (such as your name, address, SSN, plan or ID number, assets and income from your application)</li> <li>• about your business with us, or others (such as your policy or contract coverage and benefits and payment history)</li> <li>• about your relationship with us (such as the products or services you purchased)</li> <li>• from your employer, benefit Employer, or group product (such as your name, address, SSN, plan or ID number and age)</li> <li>• from consumer and insurance reporting organizations (such as your credit, financial or health history; please note, these organizations may retain information provided to us and</li> </ul>
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disclose it to others)

- from other third parties (such as health and demographic information)
- from visitors to our Web sites (such as information you provide online by completing forms, site visit data and "cookies")

**Sharing of Health Information.** We won't share your health information, unless such sharing is permitted or required by law. For a description of how we share your health information, please contact our Privacy Officer at the address noted below.

**Sharing Information with Other Parties.**

You may permit us to share your information with other parties. Your information may be shared without your consent with our affiliates and other third parties if permitted by law. We do not share your information for any purpose that requires an opt-in or opt-out.

Our affiliates are listed and include, but are not limited to, our broker- dealers and our trust company. Your information may be shared to serve you better or to make it easier for you to do business with us.

We may also share your information with vendors and financial institutions. Vendors perform services for us such as processing transactions. Financial institutions such as banks have marketing agreements with us. We have agreements with these parties requiring them to protect the privacy of your information. They are not allowed to use the information other than as specified or permitted by law.

Other disclosures that may be made without your consent, include:

- To detect or prevent fraud & other criminal activity;
- To a medical professional for eligibility or audit purposes;
- In response to a question from a government agency;
- For purposes otherwise permitted or required by law;
- In response to a subpoena or court order;
- To a group policy holder to report claims experience or for an audit;
- In connection with a sale or merger of all or part of our business;
- To a government agency to determine your eligibility for benefits they may have to pay for;

- To a peer review committee to evaluate a medical professional;
- To a certificate holder or policyholder to provide information about the status of a transaction.

**Our Treatment of Information about Former Customers.** If our relationship ends, we will not share your information with third parties except as the law requires or permits.

**Access to Information.** You may access your information by submitting a written request that describes the information. We will respond within 30 business days or as required by state law. Our response will explain the nature and substance of the information on record. We will identify, if recorded, the parties we shared your information with over the last 2 years.

**Right to Correct, Amend or Delete Information.** You may submit a written request to us to correct, amend or delete any information in our records. We will respond to your request within 30 business days or as required by state law.

If we agree to your request, we will notify you in writing. We will provide the corrected information to any person you identify that has received the information in the last 2 years and to any insurance reporting organization we may have provided the information to over the last 7 years. If we refuse your request, we will explain why and you will have the right to file a statement of disagreement.

We reserve the right to revise this policy as needed. If changes are made, we'll send you a revised notice and post the new policy on the [www.greatwest.com](http://www.greatwest.com) web site.

**Privacy Officer**  
Great-West Life & Annuity Insurance Company  
8525 East Orchard Road  
Greenwood Village, CO 80111

Exhibit C

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase under which services or products are being provided to the contracting agency so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the

City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements except to the extent prohibited by law. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement under which services or products are being provided to the contracting agency so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**First Amendment to the  
Putnam Fiduciary Trust Company  
Investment Funds for Pension and Profit Sharing Trusts  
Participation Agreement**

**THIS FIRST AMENDMENT** is entered into by and between Putnam Fiduciary Trust Company (“PFTC”) and the fiduciary (“Fiduciary”) as parties to the Participation Agreement effective May 28, 2008 (“Agreement”) on behalf of the **City of Wichita Deferred Compensation Plan**.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, PFTC and Fiduciary desire to amend said Agreement in the manner hereinafter set forth.

1. A new Section 3 (l) is hereby added:

“(l) Fiduciary also represents and agrees the Prospective Trust does not and will not during the term of this Agreement offer “competing options” to the Putnam Stable Value Fund (the “Fund”) as defined by the Offering Statement and Investment Characteristics, as applicable, for the Fund, as amended from time to time (the “Investment Characteristics”), which are incorporated herein by reference. For purposes of this Agreement, competing investment options shall be determined by PFTC in its sole discretion. Without limiting the foregoing, competing investment options have been defined by PFTC generally to include self-directed brokerage accounts and fixed income funds of short duration (generally less than 3 years) such as money market funds and short-term bond funds.”

2. A new subsection 8(g) is hereby added to the end of Section 8:

“(g) Fiduciary acknowledges receipt of a written statement describing the services to be provided, all direct and indirect compensation reasonably expected to be received by the Trustee, its affiliates, or subcontractors, and other related information as required by ERISA Section 408(b)(2).”

3. Page 12 of the original agreement shall be deleted in its entirety and replaced with the attached new Schedule A.
4. The list of investment options in Appendix I is deleted and replaced with the attached updated list of available investment options under the Plan.
5. This Amendment shall be effective as of April 22, 2014.
6. Except as expressly amended hereby, the Agreement shall remain in full force and effect and unamended.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth below.

**EMPLOYER**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Fiduciary (if different from above)

APPROVED AS TO FORM:

By: Mary E. Rebenky, City Attorney *MRM*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PUTNAM FIDUCIARY TRUST COMPANY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **SCHEDULE A**

### **Putnam Stable Value Fund**

The Plan shall pay a management fee at the annual rate of 0.25% (25 basis points) of the Plan's assets in the Fund, accrued daily and paid quarterly.

**Updated Appendix I**  
**ACCOUNT INFORMATION FORM**

Please identify all the investment options available under the Plan as of April 22, 2014.

Fund	Ticker
Putnam Stable Value	
Vanguard Total Bond Market Index Admiral	VBTLX
MetWest Total Return Bond Plan Ahead	MWTSX
Blackrock High Yield Bond BR	BRHYX
American Beacon Large Cap Value Instl	AADEX
Vanguard Institutional Index	VINIX
MFS Massachusetts Inv Growth Stock R5	MIGNX
Artisan Mid Cap Value Instl	APHQX
Vanguard Mid Cap Index Ad	VIMAX
T. Rowe Price Instl Mid Cap Growth	PMEGX
Frontegra Phocas Small Cap Value I	FPSVX
Vanguard Small Cap Index Admiral	VSMAX
Artisan Small Cap Instl	APHSX
Capital World Growth & Income R6	RWIGX
DFA International Value I	DFIVX
Vanguard Total International Stock Admiral	VTIAX
MFS International Growth R5	MGRDX
Vanguard REIT Index Admiral	VGSLX
Vanguard Target Retirement Income	VTINX
Vanguard Target Retirement 2010	VTENX
Vanguard Target Retirement 2020	VTWNX
Vanguard Target Retirement 2030	VTHRX
Vanguard Target Retirement 2040	VFORX
Vanguard Target Retirement 2050	VFIFX
Vanguard Target Retirement 2060	VTTSX

CITY OF WICHITA  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Eminent Domain Appeal Settlement – (District IV)  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

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**Recommendation:** Authorize the settlement in the amount of \$380,000.

**Background:** On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111<sup>th</sup> Street West and 143<sup>rd</sup> Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119<sup>th</sup> Street West and 135<sup>th</sup> Street West. There are 43 tracts which will be affected by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. The project required a portion of the 40.114 acre parcel located in the northeast quadrant of Kellogg and 135<sup>th</sup> Street. The project required 1.23 acres in a strip 60 feet wide along the east side of 135<sup>th</sup> Street. The project will also eliminate all access to Kellogg. Negotiations with the owner were unsuccessful and the property was acquired through an eminent domain action.

**Analysis:** The court appointed appraisers filed their award to the property owners in the amount of \$533,000. The City's appraisals valued the property at \$179,700. The City filed an appeal of the award of the appraisers. The owners have offered to settle the appeal for \$380,000. The settlement is considered to be in the best interest of the City.

**Financial Considerations:** The City has already paid into the court the amount of \$533,000. Acceptance of this settlement will result in the property owner tendering to the City the sum of \$153,000.

**Legal Considerations:** The Law Department has approved as to form the necessary legal documents to effectuate this settlement with the District Court.

**Recommendation/Action:** It is recommended that the City Council authorize the settlement of \$380,000.

**Attachments:** Settlement Agreement.

## SETTLEMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Cross Road Fellowship Bible Church, Inc. (hereinafter "Landowner") and the City of Wichita, Kansas, a municipal corporation existing under the laws of the State of Kansas (hereinafter "Condemnor").

WHEREAS, on or about July 6, 2012, Condemnor acquired certain real property interests by eminent domain in order to carry out a highway improvement project, as more specifically described in the Petition and Appraisers' Report filed in the administrative eminent domain action The City of Wichita, Kansas vs. OneOK, et al., Sedgwick County District Court Case No. 11-CV-4487 (the "Eminent Domain Action"); and

WHEREAS, Landowner was the fee simple owner of the real property interests acquired, generally identified as Tract No. 26 in the Eminent Domain Action; and

WHEREAS, Condemnor paid and Landowner received the sum of \$533,000.00 as just compensation for the acquisition of Tract No. 26 pursuant to the Appraisers' Report filed in the Eminent Domain Action, all in accordance with Chapter 26 of the Kansas Statutes Annotated; and

WHEREAS, Condemnor was dissatisfied with the award with respect to said Tract No. 26 and appealed such award to the Sedgwick County District Court, City of Wichita, Kansas vs. Cross Road Fellowship Bible Church, et al., Case No. 12-CV-2368, for a trial *de novo*, where said appeal is presently pending; and

WHEREAS, it is the intention of the parties hereto by this Agreement to fully and finally settle and compromise any and all claims they may have, or may hereafter have, one against the other, arising out of said takings, all matters flowing therefrom, and any other activities

undertaken in connection with matters herein discussed, including any and all claims and demands for attorney's fees and litigation expenses, all as set forth by the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the compromise above referred to and the agreements hereinafter set forth, the parties agree as follows:

1. Landowner will retain compensation paid in the Eminent Domain Action in the amount of \$380,000.00. Landowner agrees to pay and Condemnor agrees to accept the sum of \$153,000.00 as consideration for this Agreement and dismissal of the above-referenced eminent domain appeal.

2. The parties agree the consideration set forth herein is made in full and final settlement of all claims either may have against the other arising out of the takings herein concerned, including but not limited to claims for just compensation for the Landowner's interests, and other damages for the acquisition of the property rights and interests as set forth in the Eminent Domain Petition and in the Appraisers' Report in the Eminent Domain Action.

3. The parties agree they will mutually dismiss the above-cited eminent domain appeal with prejudice. Each party will pay its own expenses, including attorney's fees, and will assume responsibility for the payment of all unpaid fees charged by their respective expert witnesses or other consultants, and hold all other parties harmless from liability for the payment of such fees. Provided, however, Condemnor agrees to pay the fees related to the deposition of Philip Meyer. Condemnor further agrees to pay for the preparation time, not to exceed 5 hours, of Grant Tidemann. Landowner shall submit the respective invoices directly to the Condemnor's attorney of record for payment.

4. The parties mutually represent and warrant no promise or agreement not herein expressed has been made by the parties; all prior oral or written statements relating to the subject matter of this Agreement are merged hereinto; in executing this Agreement they do not rely on any statement or representation made by the other or their respective agents or employees, but they rely solely on their own judgment; the consideration herein expressed is contractual and not a mere matter of recital; the persons who execute this Agreement have the full authority to bind them; this Agreement shall be effective when all persons or entities called on to execute the same have done so as provided herein; this Agreement shall be binding upon the heirs, successors and assigns of all parties hereto; they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and shall cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement.

5. The parties acknowledge and agree this Agreement is subject to the approval of the governing body of the Condemnor, and shall otherwise be construed and interpreted in accordance with the laws of the State of Kansas.

*[Remainder of page intentionally blank; signature pages to follow]*

**LANDOWNER:**

**Cross Road Fellowship Bible Church, Inc.**

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Print Name:

Print Title:

Acknowledgement By Legal Counsel:

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Bradley A. Stout  
Adams Jones Law Firm, P.A.

*[Remainder of page intentionally blank. Signature page to follow.]*



City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** First Amendment and Partial Release of Health Care Facility Revenue Bonds (Via Christi Health, Inc.) (District V)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Place on first reading the ordinance to approve the amendment of the Lease and Indenture, the Quit Claim deed conveying the land, the Partial Release and authorize necessary signatures.

**Background:** On September 17, 2013, the City Council approved the issuance of Industrial Revenue bonds to Via Christi Health, Inc. (“Via Christi”) to issue Healthcare Facility Revenue Bonds in an amount not-to-exceed \$12,750,000. The taxable bonds were issued to finance an addition to the Cornerstone Assisted Living facility located at 3636 N. Ridge Road, in northwest Wichita, and to purchase, acquire, construct, furnish and equip the new 80 bed skilled nursing facility (“Project”).

Via Christi is now asking to have two vacant lots released from the lease agreement and trust indenture.

**Analysis:** Via Christi Health, Inc. was formed in 1995 through the consolidation of the St. Francis Ministry Corporation of the Sisters of Sorrowful Mothers and the CSJ Health System of Wichita of the Sisters of St. Joseph of Wichita. During that same period, St. Francis Regional Medical Center and St. Joseph Medical Center were consolidated to form Via Christi Regional Medical Center. Via Christi Health System headquarters is located in Wichita at 8200 East Thorn Drive. Via Christi Health System, Inc. operates and manages seven hospitals, a rehabilitation center, 11 senior care facilities and 18 physician practices in three states.

The IRBs for the Cornerstone project were purchased by Via Christi Health, Inc. Two lots were financed with the IRBs and Via Christi desires to have the lots released from the Lease and Trust Indenture and removed from the IRB Trust Estate.

**Financial Considerations:** There are no adverse financial impacts to the City.

**Legal Considerations:** The form of the documents have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council place on first reading the ordinance to approve the amendments of the Lease and Indenture, the Quit Claim deed conveying the land, the Partial Release of Lease and authorize necessary signatures.

**Attachments:** Amending Ordinance, First Amendment to the Lease Agreement, First Amendment to the Trust Indenture, Quit Claim Deed, Partial Release of Lease.

ORDINANCE NO. 49-683

OF

THE

CITY OF WICHITA, KANSAS

AUTHORIZING AMENDMENTS TO:

\$12,750,000  
CITY OF WICHITA, KANSAS  
TAXABLE HEALTH CARE FACILITY REVENUE BONDS  
SERIES IX, 2013  
(CORNERSTONE ASSISTED LIVING, INC.)

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(Published in *The Wichita Eagle* on April 25, 2014)

ORDINANCE NO. 49-683

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY AND CORNERSTONE ASSISTED LIVING, INC.; A FIRST AMENDMENT TO TRUST INDENTURE BY AND BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE; APPROVING THE CONVEYANCE OF CERTAIN VACANT, UNIMPROVED LAND FINANCED WITH THE PROCEEDS OF REVENUE BONDS OF THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF (1) A QUIT CLAIM DEED, AND (2) A PARTIAL RELEASE OF LEASE.

WHEREAS, the City of Wichita, Kansas (the "Issuer") has previously authorized and issued its Taxable Health Care Facility Revenue Bonds, Series IX, 2013 (Cornerstone Assisted Living, Inc.), in the original aggregate principal amount of \$12,750,000 (the "Bonds"), for the purpose of purchasing, acquiring, constructing, equipping, installing, and furnishing an 80-bed skilled nursing facility to be located in the City of Wichita, Kansas (the "Project"), and paying costs of issuance of the Bonds; and

WHEREAS, the Issuer has acquired title to the Project and is leasing the Project to Cornerstone Assisted Living, Inc. (the "Corporation"), pursuant to the Lease Agreement, dated as of September 15, 2013 (the "2013 Lease"), by and between the Issuer and Corporation; and

WHEREAS, the Bonds are payable from the Trust Estate created pursuant to a Trust Indenture, dated as of September 15, 2013, (the "2013 Indenture") by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, (the "Trustee") which Trust Estate includes a pledge of the Project and revenue received from the fees charged and Basic Rent received pursuant to the 2013 Lease; and

WHEREAS, Section 1102 of the 2013 Indenture provides that the 2013 Indenture may be amended with the consent of the Owners of 100% of the Outstanding Bonds and Section 24.1 of the 2013 Lease provides that amendments to the 2013 Lease affecting the security of Owners of the Bonds may be made with the consent of the Owners of 66% of the Outstanding Bonds; and

WHEREAS, the Corporation and Via Christi Health, Inc. (the "Bondowner"), as owner of 100% of the Outstanding Bonds, desire to amend the 2013 Indenture and 2013 Lease to release certain Vacant Land (as defined below) from the Project and Trust Estate; and

WHEREAS, the Issuer, the Corporation, and the Bondowner desire and consent to (1) amend the 2013 Indenture and the 2013 Lease in order to remove the Vacant Parcel from the Project, (2) the Issuer's conveyance of the Vacant Land to the Corporation, and (3) authorize the execution and

delivery of (i) a First Amendment to Indenture (as hereinafter defined), (ii) a First Amendment to Lease (as hereinafter defined), (iii) a Quit Claim Deed, and (iv) a Partial Release of Lease, in connection with the forgoing.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth herein and in the Indenture and 2013 Lease.

Section 2. Authorization of First Amendment to Indenture. The Issuer is hereby authorized to execute and deliver the First Amendment to Trust Indenture, dated as of April 30, 2014 (the “First Amendment to Indenture”), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas (the “Trustee”), in substantially the form as presented and now before the governing body of the City, under which the Vacant Land will be removed from the Project and the Trust Estate.

Section 3. Authorization of First Amendment to Lease. The Issuer is hereby authorized to execute and deliver the First Amendment to Lease Agreement, dated as of April 30, 2014 (the “First Amendment to Lease”), by and between the Issuer and the Corporation, in substantially the form as presented and now before the governing body of the City, under which the Vacant Land will be removed from the Project.

Section 4. Conveyance of the Vacant Land. The Issuer is hereby authorized to convey the following described real property:

Lots 1 and 3, Block A, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas (the “Vacant Land”)

to the Corporation upon execution and delivery of the First Amendment to Indenture, First Amendment to Lease, a consent from the Corporation to the First Amendment to Indenture, a consent of the Bondowner to the First Amendment to Indenture and First Amendment to Lease, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance.

Section 5. Authorization of Quit Claim Deed. The Issuer is hereby authorized to execute and deliver its Quit Claim Deed for the Vacant Land to the Corporation, upon satisfaction of the conditions contained in Section 4 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 6. Authorization of the Partial Release of Lease. The Issuer is hereby authorized to execute and deliver its Partial Release of Lease, dated as of April 30, 2014 (the “Partial Release of Lease”) releasing the Vacant Land from the real property leased to the Corporation pursuant to the Lease, upon satisfaction of the conditions contained in Section 4 hereof, and in substantially the same form as the deed before the governing body on this date.

Section 7. Execution of the County Documents. The Mayor, or Vice Mayor, is hereby authorized and directed to execute and deliver the First Amendment to Indenture, First Amendment to Lease, Quit Claim Deed, and Partial Release of Lease (the “City Documents”) for and on behalf of and as the act and deed of the Issuer in substantially the form as it is presented today with such minor corrections or amendments thereto as the Mayor shall approve (after consultation with counsel) which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk is hereby authorized and directed to attest the execution of the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the City Documents, all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

*[Remainder of Page Intentionally Left Blank]*

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 22nd day of April, 2014.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By \_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

FIRST AMENDMENT TO TRUST INDENTURE

CITY OF WICHITA, KANSAS  
AS ISSUER

AND

SECURITY BANK OF KANSAS CITY  
Kansas City, Kansas  
AS TRUSTEE

Amending a certain Trust Indenture,  
dated as of September 15, 2013  
related to the issuance of

\$12,750,000

CITY OF WICHITA, KANSAS  
TAXABLE HEALTH CARE FACILITY REVENUE BONDS  
SERIES IX, 2013  
(CORNERSTONE ASSISTED LIVING, INC.)

DATED AS OF APRIL 30, 2014

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## **FIRST AMENDMENT TO TRUST INDENTURE**

THIS FIRST AMENDMENT TO TRUST INDENTURE (the “First Amendment to Indenture”), dated as of April 30, 2014, between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, duly organized and existing under the laws of the State of Kansas (the “Issuer”), and Security Bank of Kansas City, a state banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Kansas, with its principal office located in the City of Kansas City, Kansas, as Trustee (the “Trustee”) amends a certain Trust Indenture, dated as of September 15, 2013 (the “2013 Indenture”), by and between the Issuer and the Trustee. The 2013 Indenture and this First Amendment to Indenture are herein collectively referred to as the “Indenture.”

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Taxable Health Care Facility Revenue Bonds, Series IX, 2013 (Cornerstone Assisted Living, Inc.), in the original aggregate principal amount of \$12,750,000 (the “Bonds”), for the purpose of purchasing, acquiring, constructing, equipping, installing, and furnishing an 80-bed skilled nursing facility to be located in the City of Wichita, Kansas (the “Project”), and paying costs of issuance of the Bonds; and

WHEREAS, the Issuer has acquired title to the Project and is leasing the Project to Cornerstone Assisted Living, Inc. (the “Corporation”), pursuant to the Lease Agreement, dated as of September 15, 2013, by and between the Issuer and Corporation; and

WHEREAS, Section 1102 of the 2013 Indenture provides that the 2013 Indenture may be amended with the consent of the Owners of 100% of the Outstanding Bonds; and

WHEREAS, the Corporation and Via Christi Health, Inc. (the “Bondowner”), as owner of 100% of the Outstanding Bonds, desire to amend the 2013 Indenture to release certain Vacant Land (as defined below) from the Project and Trust Estate; and

WHEREAS, all acts and things necessary (including compliance with Sections 1102 and 1103 of the 2013 Indenture) have been done, performed or otherwise waived, and this First Amendment to Indenture has in all respects been duly authorized.

NOW, THEREFORE, THIS FIRST AMENDMENT TO TRUST INDENTURE  
WITNESSETH:

**Section 1.** **Definitions.** Unless otherwise required by the context, all terms used herein which are not otherwise defined herein shall have the meanings assigned to them in the 2013 Indenture and 2013 Lease, as amended, except as specifically set forth or modified herein.

**Section 2.** **Interpretation.** Unless the context otherwise dictates, words and phrases expressed herein shall be interpreted in accordance with the provisions of the 2013 Indenture.

**Section 3** Schedule I. Paragraph (A) of Schedule I to the Indenture shall be deleted in its entirety and replaced with the following:

(A) The following described real estate located in Sedgwick County, Kansas, to wit:

Lots 4 and 7, Block A, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas; and

Reserve “A”, Reserve “B”, and Reserve “C”, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas

said real property constituting the “Land” as referred to in the Lease.

**Section 4**. Ratification of 2013 Indenture. Except as supplemented and amended hereby, the 2013 Indenture, is in all respects ratified and confirmed and the 2013 Indenture as hereby amended shall be read, taken and construed as one and the same instrument.

**Section 5**. Severability. If any provision of this First Amendment to Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case and any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, sections or subsections contained in this First Amendment to Indenture shall not affect the remaining portions of this First Amendment to Indenture or any part thereof.

**Section 6**. Counterparts. This First Amendment to Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

**Section 7**. Governing Law. This First Amendment to Indenture shall be governed by and construed in accordance with the laws of the State of Kansas.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Issuer has caused this First Amendment to Trust Indenture to be signed in its name and behalf by the Mayor and its corporate seal to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By \_\_\_\_\_  
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )     ss:  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said county and state, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a Kansas municipal corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:  
\_\_\_\_\_

IN WITNESS WHEREOF, to evidence its acceptance of the trusts hereby created, the Trustee has caused this First Amendment to Indenture to be signed in its name and on its behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

SECURITY BANK OF KANSAS CITY  
Kansas City, Kansas

[seal]

By \_\_\_\_\_  
Peter B. Gardner  
Vice President and Trust Officer

ATTEST:

By \_\_\_\_\_  
Tracy Rhodes  
Assistant Vice President and Trust Officer

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )     ss:  
COUNTY OF WYANDOTTE         )

BE IT REMEMBERED, that on this \_\_\_\_ day of April, 2014, before me, the undersigned, a Notary Public in and for said County and State, came Peter B. Gardner and Tracy Rhodes, duly authorized Vice President and Trust Officer and Assistant Vice President and Trust Officer, respectively, of Security Bank of Kansas City, Kansas City, Kansas (the “Bank”), a national banking association duly organized under the banking laws of the United States, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:

\_\_\_\_\_

FIRST AMENDMENT TO LEASE

BY AND BETWEEN

THE

CITY OF WICHITA, KANSAS

AND

CORNERSTONE ASSISTED LIVING, INC.

DATED AS OF APRIL 30, 2014

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made and entered into as of April 30, 2014 (the “First Amendment to Lease”), by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, duly organized and existing under the laws of the State of Kansas (the “Issuer”), and Cornerstone Assisted Living, Inc., a not-for-profit corporation organized under the laws of the State of Kansas and qualified to conduct its business in the State of Kansas (the “Corporation”).

WHEREAS, Issuer is a municipal corporation duly organized and existing under the laws of the State of Kansas, with full, lawful power and authority to enter into this First Amendment to Lease by and through its governing body; and

WHEREAS, the Issuer has previously authorized and issued its Taxable Health Care Facility Revenue Bonds, Series IX, 2013 (Cornerstone Assisted Living, Inc.), in the original aggregate principal amount of \$12,750,000 (the “Bonds”), for the purpose of purchasing, acquiring, constructing, equipping, installing, and furnishing an 80-bed skilled nursing facility to be located in the City of Wichita, Kansas (the “Project”), and paying costs of issuance of the Bonds; and

WHEREAS, the Issuer has acquired title to the Project and is leasing the Project to Cornerstone Assisted Living, Inc. (the “Corporation”), pursuant to the Lease Agreement, dated as of September 15, 2013 (the “2013 Lease”), by and between the Issuer and Corporation; and

WHEREAS, Section 24.1 of the 2013 Lease provides that amendments to the 2013 Lease affecting the security of Owners of the Bonds may be made with the consent of the Owners of 66% of the Outstanding Bonds; and

WHEREAS, the Corporation and Via Christi Health, Inc. (the “Bondowner”), as owner of 100% of the Outstanding Bonds, desire to amend the 2013 Indenture and 2013 Lease to release certain Vacant Land (as defined below) from the Project and Trust Estate; and

WHEREAS, all acts and things necessary (including compliance with Section 24.1 of the 2013 Lease) have been done and performed and this First Amendment to Lease has in all respects been duly authorized.

ARTICLE I

DEFINITIONS

**Section 1.** Definitions Unless otherwise required by the context, all terms used herein which are not otherwise defined herein shall have the meanings assigned to them in the 2013 Indenture, as amended, or 2013 Lease, except as specifically set forth or modified herein.

**Section 2.** Schedule I. Paragraph (A) of Schedule I to the 2013 Lease shall be deleted in its entirety and replaced with the following:

(A) The following described real estate located in Sedgwick County, Kansas, to wit:

Lots 4 and 7, Block A, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas; and

Reserve "A", Reserve "B", and Reserve "C", Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas

said real property constituting the "Land" as referred to in the Lease.

**Section 3.** Ratification of 2013 Lease. Except as supplemented and amended hereby, the 2013 Lease is in all respects ratified and confirmed and the 2013 Lease, as hereby amended, shall be read, taken and construed as one and the same instrument.

**Section 4.** Severability. If any provision of this First Amendment to Lease shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case and any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, sections or subsections contained in this First Amendment to Lease shall not affect the remaining portions of this First Amendment to Lease or any part thereof.

**Section 5.** Counterparts. This First Amendment to Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

**Section 6.** Governing Law. This First Amendment to Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By \_\_\_\_\_  
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )     ss:  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said county and state, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a Kansas municipal corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:  
  
\_\_\_\_\_

CORNERSTONE ASSISTED LIVING, INC.

By \_\_\_\_\_  
Doug Frihart, President

ATTEST:

By \_\_\_\_\_  
Gayle Randa, Secretary

“CORPORATION”

ACKNOWLEDGMENT

STATE OF KANSAS )  
 )  
COUNTY OF SEDGWICK )

ss:

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said County and State, came Doug Frihart and Gayle Randa, President and Secretary, respectively, of Cornerstone Assisted Living, Inc., a not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such members, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for  
said County and State

My Appointment Expires:

\_\_\_\_\_

CONSENT AND ACKNOWLEDGEMENT OF TRUSTEE

Security Bank of Kansas City, as Trustee under that certain Trust Indenture, dated as of September 15, 2013, by and between the City of Wichita, Kansas and the Trustee, as amended, and as assignee under that certain Assignment of Lease, dated September 15, 2013, by the City of Wichita, Kansas, hereby consents to and acknowledges the above and foregoing First Amendment to Lease, dated as of April 1, 2014, by and between the City of Wichita, Kansas and Cornerstone Assisted Living, Inc.

[seal]

SECURITY BANK OF KANSAS CITY  
Kansas City, Kansas

By \_\_\_\_\_  
Matthew McLaughlin  
Vice President and Trust Manager

ATTEST:

By \_\_\_\_\_  
Pete Gardner  
Assistant Vice President and Trust Officer

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )     ss:  
COUNTY OF WYANDOTTE        )

BE IT REMEMBERED, that on this \_\_\_\_ day of April, 2014, before me, the undersigned, a Notary Public in and for said County and State, came Matthew McLaughlin and Pete Gardner, duly authorized Vice President and Trust Manager and Assistant Vice President and Trust Officer, respectively, of Security Bank of Kansas City, Kansas City, Kansas (the “Bank”), a state banking corporation duly organized under the banking laws of the State of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

PARTIAL RELEASE OF LEASE

THIS PARTIAL RELEASE OF LEASE dated as of the 30th day of April, 2014, by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, duly organized and existing under the laws of the State of Kansas (the “Issuer”); Cornerstone Assisted Living, Inc., a Kansas not-for-profit corporation (the “Corporation”); and Security Bank of Kansas City, Kansas City, Kansas, a banking association duly organized and existing under the laws of the State of Kansas (hereinafter referred to as the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer heretofore leased to the Corporation certain real property, together with improvements located thereon, pursuant to a Lease Agreement, dated as of September 1, 2013 (the “2013 Lease”), notice of which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on September 25, 2013 at DOC.#/FLM-PG: 29406339; and

WHEREAS, the Issuer assigned certain rights in connection with the Lease to the Trustee pursuant to an Assignment of Lease which was duly recorded with the Register of Deeds of Sedgwick County, Kansas on September 25, 2013 at DOC.#/FLM-PG: 29406340; and

WHEREAS, the Issuer and the Corporation have executed a certain First Amendment to Lease, dated as of April 30, 2014 (the “First Amendment to Lease”), to remove certain of the vacant land (the “Vacant Land”) covered by the Lease, said Vacant Land consisting of property more specifically described in Schedule I attached hereto and incorporated hereby; and

WHEREAS, in connection therewith, it is necessary to provide for the release of the Vacant Land from the terms of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Vacant Land is hereby released from the terms of the Lease, which terms and Lease shall, from the date hereof, no longer encumber said Vacant Land in any way.

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC  
Attn: J. T. Klaus  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
Telephone: (316) 630-8100

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By \_\_\_\_\_  
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )     ss:  
COUNTY OF SEDGWICK            )

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said county and state, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a Kansas municipal corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public in and for said County and State

My Appointment Expires:

\_\_\_\_\_

CORNERSTONE ASSISTED LIVING, INC.

By \_\_\_\_\_  
Doug Frihart, President

ATTEST:

By \_\_\_\_\_  
Gayle Randa, Secretary

“CORPORATION”

ACKNOWLEDGMENT

STATE OF KANSAS )  
 )  
COUNTY OF SEDGWICK )

ss:

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said County and State, came Doug Frihart and Gayle Randa, President and Secretary, respectively, of Cornerstone Assisted Living, Inc., a not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such members, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public in and for  
said County and State

My Appointment Expires:

\_\_\_\_\_

SECURITY BANK OF KANSAS CITY  
Kansas City, Kansas

By \_\_\_\_\_  
Matthew McLaughlin  
Vice President and Trust Manager

“TRUSTEE”

ACKNOWLEDGMENT

STATE OF KANSAS                    )  
  )  
COUNTY OF WYANDOTTE        )        ss:

BE IT REMEMBERED, that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said county and state, came Matthew McLaughlin, Vice President and Trust Manager of Security Bank of Kansas City, Kansas City, Kansas, a banking association duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

SCHEDULE I

PROPERTY RELEASED FROM LEASE

The following described real estate located in the City of Wichita, Sedgwick County, Kansas:

Lots 1 and 3, Block A, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

### QUIT CLAIM DEED

THIS INDENTURE, made as of the 30th day of April, 2014, by the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”) in favor of Cornerstone Assisted Living, Inc., a Kansas not-for-profit corporation (the “Grantee”)

WITNESSETH, Grantor hereby quitclaims to Grantee all of Grantor’s right, title and interest in and to the real property described in Schedule I, attached hereto and incorporated herein, including all buildings, building additions, improvements and fixtures thereto. This conveyance is made subject to easements of record or in place, rights-of-way, covenants, declarations, conditions and restrictions of record, liens, reservations of record, encumbrances, and other matters of record, and the restriction that no existing building nor any building which is constructed or placed upon the property, either temporarily or permanently, shall be used for the purpose of housing the operation of any multigame, casino style gambling on the premises.

*[Remainder of Page Intentionally Left Blank]*

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC  
Attn: Andrew N. Kovar  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
Telephone: (316) 630-8100

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the City of Wichita, Kansas for delivery as of the date first set forth above.

CITY OF WICHITA, KANSAS

[seal]

By \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By \_\_\_\_\_  
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS            )  
  )     ss:  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED that on this \_\_\_\_ day of April, 2014, before me, a notary public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

SCHEDULE I

The following described real estate located in the City of Wichita, Sedgwick County, Kansas:

Lots 1 and 3, Block A, Ridge Port North 6<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas.

City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council Members

**SUBJECT:** Resolution Ordering a Public Hearing for Order in of Sanitary Sewer Improvements for the 3700 and 3800 Blocks of South Broadway (District III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Adopt the resolution.

**Background:** Ten properties in the 3700-3800 blocks of South Broadway are currently unserved by City sewer. The existing septic systems in this area, generally located between MacArthur and 31<sup>st</sup> Street South, have one confirmed failure to date. All of the systems in this area are approximately the same age, thus failure of others is likely. Area soil and groundwater conditions make this a potential health hazard.

City sewer on the east side of Broadway was constructed in 2012 and is within 150 feet of the affected properties. Staff proposes a project that will extend public sewer from the existing system on the east side of Broadway to the ten properties on the west side. On March 18, 2014, all affected property owners were invited to an informal meeting to discuss the proposed improvements. On April 2, 2014, the District III Advisory Board sponsored a neighborhood hearing on the project. The Board voted 5:1 in favor of the project.

**Analysis:** Kansas Statute Authority 12-6a04(a) provides authority for the City Council to order in the project by resolution without a petition. The improvement district meets the criteria set forth by City Code 16.12.010, which requires connection to sewer if the property is within 150 feet and does not allow repair of existing septic systems. A resolution ordering a public hearing on May 6, 2014, has been prepared to provide the public an opportunity to raise questions or concerns about the project.

**Financial Considerations:** The estimated project cost is \$210,000, with the total being assessed to the improvement district. Assessment is on a fractional basis at the estimated rate of \$21,000 per individual property.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the resolution to set the May 6, 2014, public hearing date and authorize the necessary signatures.

**Attachments:** Map and resolution.

Published in the Wichita Eagle on April 18, 2104 and April 25, 2014

**RESOLUTION NO. 14-107**

**RESOLUTION DIRECTING AND ORDERING A PUBLIC HEARING ON THE  
ADVISABILITY OF AN IMPROVEMENT**

A resolution directing and providing for a public hearing on the advisability of the construction of **LATERAL 100, MAIN 01, SOUTHWEST INTERCEPTOR SEWER (WEST OF BROADWAY, NORTH OF MACARTHUR) 468-84947** in the City of Wichita, Kansas, all as provided by KSA 12-6a04(a). Said hearing shall be held on **May 6, 2014** in the City Council Chambers of City Hall at 9:00a.m, or as soon thereafter as the order of business on the Council Agenda shall permit.

Be it further resolved: That the City Clerk of the City of Wichita, Kansas shall give notice of the aforesaid public hearing by publication in the official city newspaper in the manner provided by KSA 12-6a04(a) in the following form:

**NOTICE OF HEARING**

**NOTICE OF HEARING ON IMPROVEMENTS CONSISTING OF CONSTRUCTING LATERAL 100, MAIN 01, SOUTHWEST INTERCEPTOR SEWER (WEST OF BROADWAY, NORTH OF MACARTHUR) 468-84947, IN THE CITY OF WICHITA, KANSAS.**

Notice is hereby given that the Governing Body of the City of Wichita, Kansas will hold a hearing as provided by KSA 12-6a04(a), at its regular meeting on **May 6, 2014**. Said meeting to be held in the City Council Chambers of the City Building, 455 North Main Street, commencing at 9:00a.m. Said hearing to begin at 9:00 a.m., or as soon thereafter as the order of business on the Council Agenda shall permit, for the purpose of considering the advisability of the following improvements:

**SECTION 1. That it is necessary and in the public interest to construct LATERAL 100, MAIN 01, SOUTHWEST INTERCEPTOR SEWER (WEST OF BROADWAY, NORTH OF MACARTHUR) 468-84947.**

Said sanitary sewer improvements shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the estimated and probable cost of the foregoing improvement being **Two Hundred Ten Thousand Dollars (\$210,000)**, exclusive of interest on financing and administrative and financing costs, with **the total** payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 11, 2013**.

SECTION 3. That 100% of the cost of said improvement attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**SCOTT & WEIR ADDITION**

Tract 1: BEG 183.51 FT N SE COR LOT 1 NWLY 94.02 FT TO RR ROW NELY 425.87 FT S 421.92 FT TO BEG BLOCK 1

Tract 2: THAT PART LOT 1 BEG 82.82 FT N SE COR TH N 100.69 FT NW 94.02 FT TO W LI TH SW 101.5 FT ELY 63.35 FT S 5 FT ELY 52.79 FT TO BEG BLOCK 1

Tract 3: THAT PART LOT 1 BEG SE COR N 82.82 FT WLY 52.79 FT N 5 FT WLY 63.35 FT TO W LI SW 91.57 FT TOSW COR E 136.3 FT TO BEG BLOCK 1

Tract 4: LOT 2, BLOCK 1

Tract 5: LOT 3, BLOCK 1

Tract 6: LOT 4, BLOCK 1

Tract 7: LOT 5, BLOCK 1

Tract 8: LOT 6, BLOCK 1

Tract 9: LOT 7, BLOCK 1

**PILLSBURY ADDITION**

Tract 10: LOT 1

SECTION 4. That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with each tract listed above paying **1/10th** of the total cost assessed to the improvement district.

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

The hearing may be adjourned from time to time until the Governing Body of the City of Wichita, Kansas shall have made findings by resolution as to the advisability of the improvements, the nature of the improvements, the estimated cost, the boundaries of the improvement district and the method of assessment, all as finally determined by the said Governing Body: Provided the area of the proposed improvement district to be assessed may be less than but shall not exceed the area proposed to be assessed as stated in this Notice of Hearing without giving notice and holding a new hearing on the improvements. All persons desiring to be heard with reference to the proposed improvements will be heard at this hearing.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of April, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

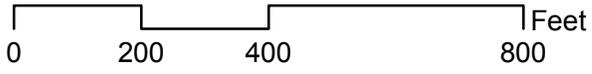
ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF, DIRECTOR OF LAW



Sanitary Sewer Improvement to Serve  
3709 to 3839 S Broadway Ave.

**Legend**

-  Proposed Sanitary Sewer
-  Improvement District
-  Exist. Sewer Mains



City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council  
**SUBJECT:** SAFER Grant Program (All Districts)  
**INITIATED BY:** Wichita Fire Department  
**AGENDA:** Consent

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**Recommendation:** Authorize acceptance of the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant and six fire department positions.

**Background:** The Fiscal Year 2013 SAFER grant is issued by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate. The SAFER grant is a competitive grant program comprised of two categories; hiring firefighters and recruitment and retention of volunteer firefighters. The 2013 SAFER grant category of hiring firefighters has three priorities. The first priority is hiring laid-off firefighters, the second priority is retention of firefighters facing imminent layoff or filling positions vacated through attrition due to economic circumstances, and the third priority is hiring new firefighters.

**Analysis:** The City of Wichita has been particularly impacted by the economic downturn in national and global economies. Assessed valuation has been flat for several years, and General Fund revenue growth has slowed. As a result of these economic challenges, the 2013 Revised Budget, which was approved on August 13, 2013, included several actions to reduce expenditures. One of these actions was the elimination of seven fire department positions in the fall of 2013.

The City Council approved the Fire Department submission for the SAFER grant on August 27, 2013. The Fire Department was notified the SAFER grant submission was approved on March 15, 2014. The Federal share is \$833,358 and there is no City match requirement.

**Financial Considerations:** The 2013 SAFER grant does not have a grant match requirement. The 2013 SAFER grant will provide \$833,358 in Federal funding for salary and benefits for six positions during a two year performance period. There is no retention requirement after the two year performance period.

**Legal Considerations:** The Law Department has approved the 2013 SAFER Grant submission as to form.

**Recommendations/Actions:** It is recommended the City Council authorize acceptance for the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant and approve the six firefighter positions.

**CITY OF WICHITA**  
**City Council Meeting**  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Sale of City Property at the Southwest Corner of North Hillside and 13<sup>th</sup> Street (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the sale.

**Background:** In 1990, the City acquired the southwest corner of North Hillside and 13<sup>th</sup> Street East as part of an intersection improvement project in 1990-1991. Since the acquisition, the corner has been maintained as right-of-way and green space. A party owning improvements at 1345 North Hillside has approached the City about buying a portion of the site. The proposed strip of land is identified as being the southern 13-feet of the City site. The area would provide one additional parking stall on the north side of the improvements at 1345 North Hillside, to allow proper access meters on the north side of the building, and to allow the owner to properly maintain the landscaping within the area to be acquired.

**Analysis:** The City would retain the east 20-feet of the proposed 13-foot strip to establish a 50-foot wide half street for Hillside. Access control will be maintained on both the north and the east lot line of the proposed strip of land thus prohibiting vehicular access over and across 13<sup>th</sup> Street and Hillside. The City has received an offer of \$1,512, or \$3 per square foot for the site.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

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

**Recommendation/Action:** It is recommended that the City Council approve the real estate purchase agreement and authorize all necessary signatures.

**Attachments:** Real estate purchase agreement and aerial.

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 21 day of MARCH, 2014 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Kevin Kimmel, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by quitclaim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Part of the east 62 feet of Lots 1, 3, 5, and 7 of Hillside Avenue, Fairmount Park Addition to Wichita, Sedgwick County, Kansas described as follows:

The south 13 feet of the east 62 feet of Lot 7 of Hillside Avenue, Fairmount Park Addition to Wichita, Sedgwick County, Kansas except the east 20 feet thereof for road right-of-way together with the 30 feet of existing right-of-way,

together with

Full access control along the north lot line and full access control along the east lot line.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of One Thousand Five Hundred Twelve Dollars and Zero Cents (\$1,512) in the manner following to-wit: cash at closing.
3. Seller agrees to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2012.

8. Possession to be given to Buyer at closing.
9. Closing costs shall be paid 50% by Buyer and 50% by Seller.
10. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
11. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer, at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
12. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
  - A. Adult Book and Video Store(s)
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Commercial Billboard(s)
13. The covenants and agreements contained in Paragraph 12 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
14. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future

decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**

  
\_\_\_\_\_  
Kevin Kimmel

**SELLER:**

City of Wichita, Kansas, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

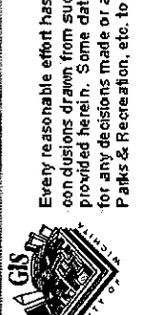
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

# Kimmel Purchase



	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Parks
	Airports
	SDERASTER.S- DEDATA.ORTH- O1FT
	SDERASTER.S- DEDATA.ORTH- O
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City

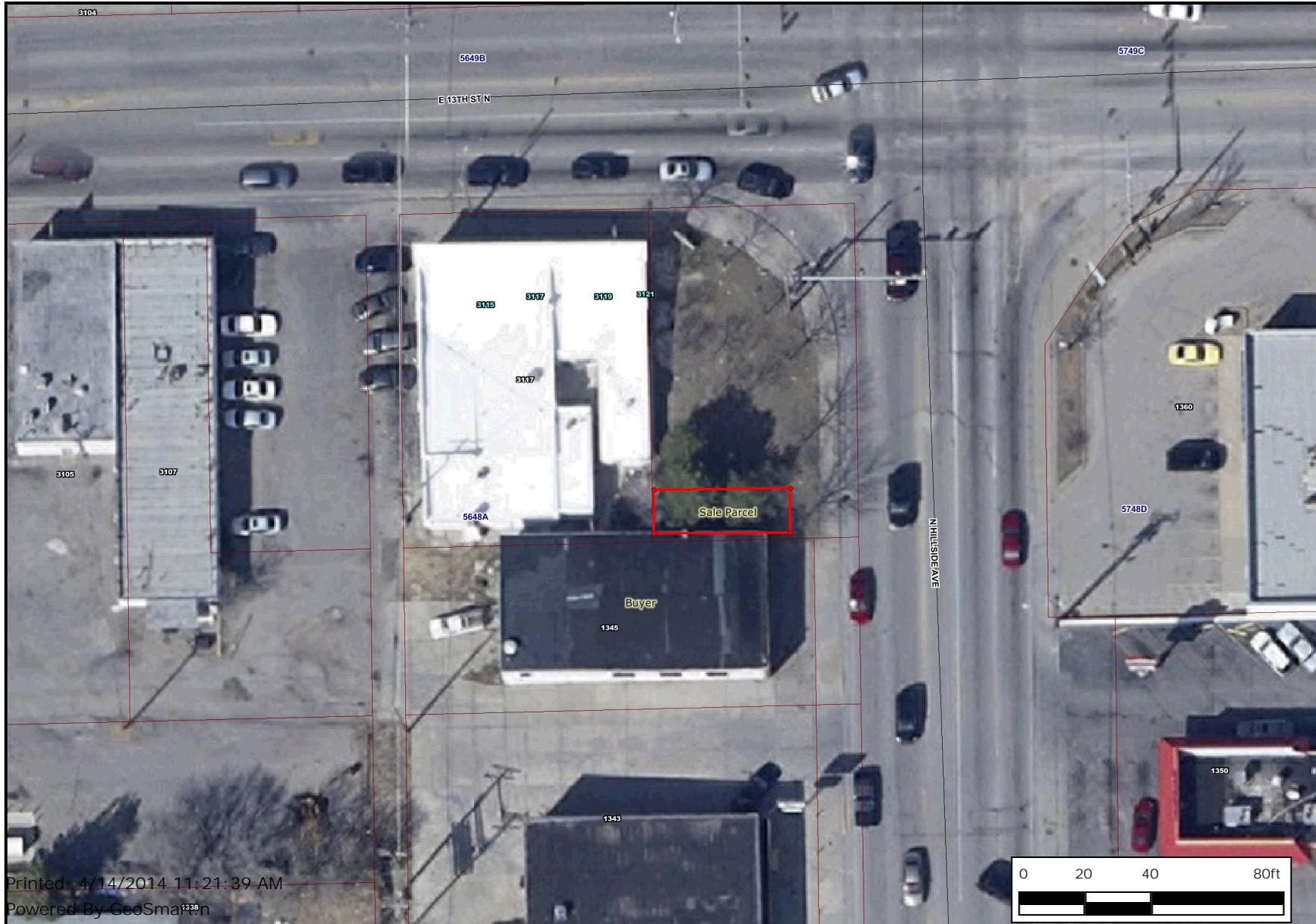


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# Southwest Corner of Hillside and 13th



- Property Parcels
- Roads**
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-O1FT**
- SDERASTER.S-DEDATA.ORTH-O**
- City Limits**
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane
- Park City

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# Southwest Corner of Hillside and 13th



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City of Wichita  
City Council Meeting  
April 15, 2014

**TO:** Mayor and City Council

**SUBJECT:** Sidewalk Repair and Cleaning Assessment Program (Districts I, II and III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and place the ordinances on first reading.

**Background:** State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to either clean or repair the sidewalk as appropriate. Sidewalk repairs must be completed by a licensed contractor or the City's contractor. Property owners utilizing the City's contractor have the opportunity to spread the repair cost over a five-year period as a special assessment.

Sidewalks are condemned in all districts and listed in a logical order for the contractor to repair. The attached lists include sidewalk repairs completed in all districts and sidewalk cleaning completed in District III.

**Analysis:** Ordinances have been prepared establishing authority to use special assessment funding for the repaired and cleaned sidewalks.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on April 25, 2014. Assessments paid within 30 days of the statement date are not charged interest. If unpaid, the principal and interest will be spread over a five-year period and placed on the 2014 tax roll.

**Legal Considerations:** The ordinances have been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property lists for special assessments and ordinances.

<u>Geo Code#</u>	<u>PIN #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District</u>
C-58126	00520769	2506 N Peckham	\$831.80	2
C-46321	00193314	2633 N Dublin Circle (on Rock Rd)	\$327.40	2
C-44959	00191844	8008 E Greenbriar Ct (on Rock Rd)	\$444.40	2
C-50500	00336468	5414 E Shadowridge (on 29th)	\$260.32	1
C-43571	00190149	6300 E 21st St N	\$174.00	1
C-38913	00184225	5640 E 21st St N	\$319.60	1
C-39108	00184435	5010 E 21st St N	\$155.28	1
C-36325	00181223	7824 E Pagent Ln (on Rock Rd)	\$332.60	2
C-36326	00181224	7830 E Pagent Ln (on Rock Rd)	\$215.60	2
C-36327	00181225	7838 E Pagent Ln (on Rock Rd)	\$41.60	2
C-36331	00181229	224 E Live Oaks Ln (on Rock Rd)	\$192.20	2
C-18536-0001	00164236	6403 E Morris	\$238.48	2
C-18536	00164235	808 S Woodlawn	\$987.80	2
C-22113-0003	00167635	837 S Woodlawn	\$192.72	3
C-22113-0001	00167633	895 S Woodlawn	\$1,254.00	3
C-11778	00157399	255 N Parkwood Ln (on 2nd)	\$321.68	1
C-11768	00157389	256 N Old Manor Rd (on 2nd)	\$396.56	1
C-11552	00157165	301 N Parkwood Ln (on 2nd)	\$1,051.76	1
C-05048	00141323	147 N Belmont	\$985.20	1
C-05049	00141324	145 N Belmont	\$850.00	1
C-05050	00141325	141 N Belmont	\$1,035.10	1
C-05051	00141326	137 N Belmont	\$342.58	1
C-11162	00156374	125 N Belmont	\$460.00	1
C-05062	00141337	134 N Belmont	\$1,964.35	1
C-05060	00141335	150 N Belmont	\$595.20	1
C-05059	00141334	156 N Belmont	\$592.60	1
C-03810	00139955	204 N Roosevelt (on 1st)	\$4,024.00	1
C-03808	00139953	3818 E 1st St N	\$946.20	1
C-03809	00139954	3824 E 1st St N	\$293.60	1
C-03964	00140116	155 N Quentin (on 1st)	\$390.68	1
C-03950	00140100	158 N Roosevelt (on 1st)	\$434.00	1
C-11177-069W	00156635	3005 E Clark	\$419.44	3
B-09343	00129568	2342 S Greenwood	\$234.32	3
B-09340	00129565	2324 S Greenwood	\$236.40	3
B-09339	00129564	2318 S Greenwood	\$126.16	3
B-09336	00129561	2302 S Greenwood	\$153.20	3
B-09309	00129534	2303 S Victoria	\$257.38	3
B-09310	00129535	2309 S Victoria	\$367.60	3
B-09313	00129538	2327 S Victoria	\$606.82	3
B-09333	00129558	2334 S Victoria	\$404.00	3
B-09332	00129557	2330 S Victoria	\$543.18	3
B-09331	00129556	2324 S Victoria	\$302.96	3
B-09330	00129555	2318 S Victoria	\$548.40	3

B-09329	00129554	2314 S Victoria	\$155.28	3
B-09328	00129553	2308 S Victoria	\$236.40	3
B-09562	00129793	2054 S Lulu	\$155.28	3
B-09561	00129792	2048 S Lulu	\$153.20	3
B-09559	00129790	2036 S Lulu	\$151.12	3
B-09557	00129788	2024 S Lulu	\$321.68	3
B-09556	00129787	2018 S Lulu	\$155.28	3
B-09554	00129785	2006 S Lulu	\$153.20	3
B-09553	00129784	1403 E Mt Vernon (on Lulu)	\$153.20	3
B-09534	00129765	2009 S Lulu	\$317.52	3
B-09536	00129767	2019 S Lulu	\$153.20	3
B-09537	00129768	2025 S Lulu	\$848.99	3
B-09539	00129770	2035 S Lulu	\$244.72	3
B-09540	00129771	2041 S Lulu	\$149.04	3
B-09542	00129773	2051 S Lulu	\$396.56	3
B-09543	00129774	1320 E Clark (on Lulu)	\$232.24	3
B-09547	00129778	2119 S Lulu	\$236.40	3
B-09548	00129779	2125 S Lulu	\$140.72	3
B-09550	00129781	2135 S Lulu	\$438.16	3
B-09551	00129782	2139 S Lulu	\$321.68	3
B-09525	00129749	2145/2151 S Lulu	\$355.00	3
B-09517	00129740	1324 E Kinkaid (on Lulu)	\$642.00	3
B-09574	00129805	1404 E Kinkaid (on Lulu)	\$155.28	3
B-09573	00129804	2154 S Lulu	\$428.20	3
B-09572	00129803	2148 S Lulu	\$313.36	3
B-09571	00129802	2142 S Lulu	\$1,489.14	3
B-09570	00129801	2136 S Lulu	\$455.02	3
B-09569	00129800	2130 S Lulu	\$727.28	3
B-09568	00129799	2124 S Lulu	\$317.52	3
B-09567	00129798	2118 S Lulu	\$153.20	3
B-09566	00129797	2112 S Lulu	\$358.08	3
B-09565	00129796	2106 S Lulu	\$344.56	3
B-09518	00129742	1323 E Kinkaid (on Lulu)	\$153.20	3
B-09519	00129743	2207 S Lulu	\$153.20	3
B-09520	00129744	2211 S Lulu	\$157.36	3
B-09863	00130107	2231 S Lulu	\$417.36	3
B-09864	00130108	2237 S Lulu	\$513.04	3
B-09865	00130109	2241 S Lulu	\$41.60	3
B-09866	00130110	2247 S Lulu	\$444.40	3
B-09867	00130111	2251 S Lulu	\$402.80	3
B-09529-0001	00129757	2265 S Lulu	\$325.84	3
B-09530-0001	00129759	2266 S Lulu	\$236.40	3
B-09876	00130120	2258 S Lulu	\$153.20	3
B-09873	00130117	2242 S Lulu	\$238.48	3
B-08567-000A	00128439	2009 S Laura	\$238.48	3
B-08569	00128444	2033 S Laura	\$155.28	3

B-08571	00128447	2045 S Laura	\$215.60	3
B-08573	00128449	2049 S Laura	\$155.28	3
B-09488	00129711	2052 S Laura	\$498.48	3
B-09486	00129709	2042 S Laura	\$327.92	3
B-09484	00129707	2032 S Laura	\$240.56	3
B-09478	00129701	1201 E Mt Vernon (on Laura)	\$365.36	3
B-07692	00127314	1301 S Laura	\$261.36	1
B-07693	00127315	1303 S Laura	\$498.48	1
B-07696	00127318	1323 S Laura	\$161.52	1
B-07697	00127319	1327 S Laura	\$165.80	1
B-07698	00127320	1333 S Laura	\$49.92	1
B-07699	00127321	1335 S Laura	\$429.84	1
B-07702	00127324	1353 S Laura	\$321.68	1
B-07724-0001	00127348	1354 S Laura	\$161.52	1
B-07723	00127346	1344 S Laura	\$165.68	1
B-07722	00127345	1332 S Laura	\$415.28	1
B-07721	00127344	1330 S Laura	\$384.08	1
B-07720	00127343	1328 S Laura	\$409.04	1
B-07718-0001	00127341	1322 S Laura	\$448.88	1
B-07718	00127340	1318 S Laura	\$581.68	1
B-07717	00127339	1312 S Laura	\$238.48	1
A-06274	00106552	1231 S Broadway	\$843.76	3
A-06276	00106554	vacant lot south of 1231 S Broadway	\$1,327.28	3
A-06537	00106832	1301 S Broadway	\$353.40	3
A-06565	00106868	1321 S Broadway	\$2,409.75	3
A-06567	00106870	1337 S Broadway	\$587.90	3
A-06568	00106871	1351 S Broadway	\$259.80	3
A-06569	00106872	1357 S Broadway	\$161.00	3
A-06570	00106873	1359 S Broadway	\$173.75	3
A-19405	00517262	1407 S Broadway (Hamilton Middle School)	\$725.20	3
A-06262	00106540	1525 S Broadway	\$1,808.56	3
B-05181	00124320	1528 S Broadway	\$294.00	3
B-14489-0001	00134290	1415 S Topeka (on Broadway)	\$1,561.36	3
B-14489	00134289	1358 S Broadway	\$2,036.26	3
B-05429	00124582	1214 S Broadway	\$259.28	3
B-05430	00124583	1220 S Broadway	\$688.00	3

C-18536	00164235	808 S Woodlawn Blvd	\$143.88	2
C-27260	00172708	2668 N Erie Ave	\$158.39	1

Published In The Wichita Eagle on April 25, 2014

ORDINANCE NO. 49-684

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
LOTS 2-4 ON MARKET ST. & LOTS 1-3 ON LAWRENCE AVE. GOODWIN'S ADD.	1808.56
LOTS 21-23 LAWRENCE AVE. PARKHURST'S ADD.	843.76
LOTS 29, 35, 37 EXC S 12.5 FT, LOT 37, LAWRENCE AVE PARKHURST'S ADD	1327.28
LOTS 1-2-3 LAWRENCE AVE. HOENSCHIEDT ADD.	353.40
LOTS 7-8 LAWRENCE AVE. PAULLINE'S ADD.	2409.75
LOTS 11-12 LAWRENCE AVE. PAULLINE'S ADD.	587.90
LOTS 13-14 & N 9.52 FT LOT 15 LAWRENCE NOW BROADWAY PAULLINE'S ADD.	259.80
S 15.48 FT LOT 15 - ALL LOTS 16-17-18 & N 14 1/2 FT LOT 19 LAWRENCE AVE. PAULLINE'S ADD.	161.00
S 10.48 FT LOT 19-ALL LOTS 20-21 BROADWAY AVE. PAULLINE'S ADD.	173.75
S 64 FT W 1/2 LOT 8 EXC W 12.5 FT DED FOR ST ZIMMERLY'S ADDITION	294.00
LOT 7 LAWRENCE AVE. LINCOLN PARK ADD.	259.28
LOT 9 LAWRENCE AVE. LINCOLN PARK ADD.	688.00
LOTS 49-51 LAURA AVE. LINCOLN ST. ADD.	261.36
LOTS 53-55 LAURA AVE. LINCOLN ST. ADD.	498.48
LOTS 65-67 LAURA AVE. LINCOLN ST. ADD.	161.52
LOTS 69-71 LAURA AVE. LINCOLN ST. ADD.	165.80
LOTS 73-75 LAURA AVE. LINCOLN ST. ADD.	49.92
LOTS 77-79-81 LAURA AVE. LINCOLN ST. ADD.	429.84
LOTS 93-95 LAURA AVE. LINCOLN ST. ADD.	321.68
LOTS 58-60 LAURA AVE. LINCOLN ST. ADD.	238.48
LOTS 62-64 LAURA AVE. LINCOLN ST. ADD.	581.68
LOTS 66-68 LAURA AVE. LINCOLN ST. ADD.	448.88
LOT 74 & N 8 1/3 FT LOT 76 LAURA AVE. LINCOLN ST. ADD.	409.04

S 16 2/3 FT LOT 76 & N 16 2/3 FT LOT 78 LAURA AVE. LINCOLN ST. ADD.	384.08
S 8 1/3 FT LOT 78-ALL LOT 80 LAURA AVE. LINCOLN ST. ADD.	415.28

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 82-84-86-88 LAURA AVE. LINCOLN ST. ADD.	165.68
LOTS 94-96 LAURA AVE. LINCOLN ST. ADD.	161.52
LOTS 5-7 OHIO NOW LAURA AVE. CAMPBELL'S ADD.	238.48
LOTS 25-27 & N 4 FT LOT 29 LAURA AVE. CAMPBELL'S ADD.	155.28
LOTS 37-39 OHIO NOW LAURA AVE CAMPBELL'S ADD.	215.60
LOTS 45-47 OHIO NOW LAURA AVE. CAMPBELL'S ADD.	155.28
LOT 1 BLOCK 1 WOMER-GREER'S 2ND. ADD.	257.38
LOT 3 BLOCK 1 WOMER & GREER'S 2ND. ADD.	367.60
LOT 9 BLOCK 1 WOMER & GREER'S 2ND. ADD.	606.82
LOT 4 BLOCK 2 WOMER & GREER'S 2ND. ADD.	236.40
LOT 6 BLOCK 2 WOMER & GREER'S 2ND. ADD.	155.28
LOT 8 BLOCK 2 WOMER & GREER'S 2ND. ADD.	548.40
LOT 10 BLOCK 2 WOMER & GREER'S 2ND. ADD.	302.96
LOT 12 BLOCK 2 WOMER & GREER'S 2ND. ADD.	543.18
LOT 14 BLOCK 2 WOMER & GREER'S 2ND. ADD.	404.00
LOT 2 & 1/2 VAC ALLEY ON E LY N OF MICHAELIS ADD. BLOCK 3 WOMER & GREER'S 2ND. ADD.	153.20
LOT 8 BLOCK 3 WOMER & GREER'S 2ND. ADD.	126.16
LOT 10 BLOCK 3 WOMER & GREER'S 2ND. ADD.	236.40
LOT 16 & 1/2 VAC ALLEY ADJ S 43 FT ON E BLOCK 3 WOMER & GREER'S 2ND. ADD.	234.32
LOT 41 EXC S 10 FT KING-MICHAELSEN ADD	365.36
S 50 FT LOT 46 KING-MICHAELSEN ADD.	240.56
LOT 48 KING-MICHAELSEN ADD.	327.92
LOT 50 KING-MICHAELSEN ADD.	498.48
LOT 16 KING-MICHAELSEN 2ND. ADD.	642.00
LOT 17 KING-MICHAELSEN 2ND. ADD.	153.20

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 18 KING-MICHAELSEN 2ND. ADD.	153.20
LOT 19 KING-MICHAELSEN 2ND. ADD.	157.36

RESERVE G KING-MICHAELSEN 2ND ADD & RESERVE A, & LOT 20 IN KING-MICHAELSEN 3RD ADD.	355.00
S 60 FT LOT 2 BLOCK 2 GOLDEN ADDITION	325.84
S 60 FT LOT 1 BLOCK 3 GOLDEN ADDITION	236.40
LOT 2 KING-MICHAELSEN 3RD. ADD.	317.52
LOT 4 KING-MICHAELSEN 3RD. ADD.	153.20
LOT 5 KING-MICHAELSEN 3RD. ADD.	848.99
LOT 7 KING-MICHAELSEN 3RD. ADD.	244.72
LOT 8 KING-MICHAELSEN 3RD. ADD.	149.04
LOT 10 KING-MICHAELSEN 3RD. ADD.	396.56
LOT 11 KING-MICHAELSEN 3RD. ADD.	232.24
LOT 15 KING-MICHAELSEN 3RD. ADD.	236.40
LOT 16 KING-MICHAELSEN 3RD. ADD.	140.72
LOT 18 KING-MICHAELSEN 3RD. ADD.	438.16
LOT 19 KING-MICHAELSEN 3RD. ADD.	321.68
LOT 21 KING-MICHAELSEN 3RD. ADD.	153.20
LOT 22 KING-MICHAELSEN 3RD. ADD.	153.20
LOT 24 KING-MICHAELSEN 3RD. ADD.	155.28
LOT 25 KING-MICHAELSEN 3RD. ADD.	321.68
LOT 27 KING-MICHAELSEN 3RD. ADD.	151.12
LOT 29 KING-MICHAELSEN 3RD. ADD.	153.20
LOT 30 KING-MICHAELSEN 3RD. ADD.	155.28
LOT 33 KING-MICHAELSEN 3RD. ADD.	344.56
LOT 34 KING-MICHAELSEN 3RD. ADD.	358.08

SECTION 4. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 35 KING-MICHAELSEN 3RD. ADD.	153.20
LOT 36 KING-MICHAELSEN 3RD. ADD.	317.52
LOT 37 KING-MICHAELSEN 3RD. ADD.	727.28
LOT 38 KING-MICHAELSEN 3RD. ADD.	455.02
LOT 39 KING-MICHAELSEN 3RD. ADD.	1489.14
LOT 40 KING-MICHAELSEN 3RD. ADD.	313.36
LOT 41 KING-MICHAELSEN 3RD. ADD.	428.20
LOT 42 KING MICHAELSEN 3RD. ADD.	155.28
LOT 24 KING-MICHAELSEN 4TH. ADD.	417.36
LOT 25 KING-MICHAELSEN 4TH. ADD.	513.04
LOT 26 KING-MICHAELSEN 4TH. ADD.	41.60

LOT 27 KING-MICHAELSEN 4TH. ADD.	444.40
LOT 28 KING-MICHAELSEN 4TH. ADD.	402.80
LOT 34 KING-MICHAELSEN 4TH. ADD.	238.48
LOT 37 KING-MICHAELSEN'S 4TH ADD	153.20
N 275 FT LOT 1 IMMANUEL BAPTIST CHURCH ADD.	2036.26
S 288 FT N 563 FT LOT 1 IMMANUEL BAPTIST CHURCH ADD. EXEMPT 4658-0	1561.36
BEG 76.8 FT W SE COR LOT 6 N 150 FTW 75 FT S 150 FT E 75 FT TO BEG BLOCK 5 COLLEGE HILL ADD.	946.20
E 60 3/4 FT S 1/2 LOT 6 BLOCK 5 COLLEGE HILL ADD.	293.60
S 150 FT W 150 FT LOT 6 BLOCK 5 COLLEGE HILL ADD.	4024.00
LOTS 1-3-5-7 MYERS SUB OF COLLEGE HILL ADD.	434.00
LOTS 1-3-5-7 BORT NOW QUENTIN AVE. WALLINGFORD ADD.	390.68
LOTS 50-52-54 HILL CREST ADD.	985.20
LOTS 56-58-60 HILL CREST ADD.	850.00
LOTS 62-64 & N 1/2 LOT 66 HILL CREST ADD.	1035.10

SECTION 5. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

S 1/2 LOT 66 - ALL LOTS 68-70 HILL CREST ADD.	342.58
LOT 29 SARGENT'S ADD.	592.60
LOT 31 & N 1/2 LOT 33 SARGENT'S ADD.	595.20
LOTS 37-39 SARGENT'S ADD.	1964.35
BEG 180 FT E & 265 FT N SW COR E1/2SW1/4 NE1/4 E 150 FT N 75 FT W 150 FT S TO BEG SEC 23-27-1E	460.00
BEG 693 FT S & 559.5 FT W NE COR NE1/4 SE1/4 W 122.5 FT S 264 FT E 122.5 FT N 264 FT TO BEG SEC 34-27-1E	419.44
LOT 21 BLOCK 2 BENTWOOD ADD.	1051.76
LOT 39 BLOCK 4 CROWN HEIGHTS 2ND. ADD.	396.56
LOT 40 BLOCK 4 CROWN HEIGHTS 2ND. ADD.	321.68
RESERVE E EXC N 100 FT EASTRIDGE ADD. REPLAT	987.80
N 100 FT RESERVE E EASTRIDGE ADD. REPLAT EXEMPT 3991-0	238.48
S 125 FT BLOCK G A. J. CHRISTMAN 2ND. ADD.	1254.00
N 125 FT S 250 FT BLOCK G A. J. CHRISTMAN 2ND. ADD.	192.72
LOT 7 BLOCK 3 ROCKWOOD SIXTH ADD.	332.60
LOT 8 BLOCK 3 ROCKWOOD SIXTH ADD.	215.60
LOT 9 BLOCK 3 ROCKWOOD SIXTH ADD.	41.60
LOT 4 EXC BEG SE COR W 129 FT TO SWLY COR NW 166.97 FT TO NWLY COR NELY ALG CUR 34.22 FT SE 248.12 FT TO BEG. BLOCK 4 ROCKWOOD SIXTH ADD.	192.20
LOT 1 EXC W 200 FT S 450 FT WILLIE COLE 1ST. ADD.	319.60

LOT 4 UNIVERSITY GARDENS 2ND. ADD.	155.28
LOT 1 PLAZA TWENTY ONE 2ND. ADD.	174.00
LOT 1 BLOCK 1 PENSTEMON 3RD. ADD.	444.40
LOT 14 BLOCK 1 PENSTEMON 4TH. ADD.	327.40
LOT 9 BLOCK 1 MEADOW OAKS 2ND. ADD.	260.32
LOT 1 BLOCK A HAMILTON MIDDLE SCHOOL ADD. EXEMPT 6076-0, 2816-81-TX, 592-4	725.20
LOT 18 BLOCK 2 HAWTHORNE ADD.	831.80

SECTION 6. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2014**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **22nd day of April, 2014**.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

Published In The Wichita Eagle on April 25, 2014

ORDINANCE NO. 49-685

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PROVIDE A TAX LEVY FOR THE COST OF **SIDEWALK CLEANING** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of sidewalk cleaning:

Legal of Parcel in Benefit District	Assessment
RESERVE E EXC N 100 FT EASTRIDGE ADD. REPLAT	143.88
LOT 1 BLOCK 3 FISHER'S, E A ADD	158.39

SECTION 2. The costs of cleaning sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2014**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **22nd day of April, 2014**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

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Gary E. Rebenstorf, Director of Law

Second Reading Ordinances for April 15, 2014 (first read on April 8, 2014)

A. Kansas State Use Law.

ORDINANCE NO. 49-679

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO PURCHASING POLICIES AND PROCEDURES AND REPEALING THE ORIGINALS OF SAID SECTION.

B. Unsafe Structures.

ORDINANCE NO. 49-680

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING EMERGENCY BOARD-UP**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

C. Nuisance Abatement Assessments, Lot clean Up.

ORDINANCE NO. 49-681

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

D. ZON2010-00028 City zone change from SF-5 Single family Residential to LC Limited Commercial and OW Office Warehouse, Generally located west of North Meridain Avenue and north of K-96. (CUP 2010-00016) (District VI)

ORDINANCE NO. 49-682

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.