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FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. July 26, 2016

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of regular meeting on July 19, 2016

II. CONSENT AGENDA 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.)*

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

*****WORKSHOP TO FOLLOW*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated July 25, 2016.

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

2. Applications for Licenses:

Renewal	2016	Address
Hannah Henning	August 20, 2016	Heartspring 8700 East 29th North

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renew	2016	(Consumption on Premises)
Mark T Ryan	Two Brother BBQ**	300 S Greenwich
Ryan Menrich	Dickey's Barbecue Pit**	2768 North Maize Road Ste 100

Renew	2016	(Consumption off Premises)
Rupan Kanti Dev	QuickPick***	3733 N Arkansas Avenue
Terrance Moss	Quik Trip #313***	2821 East 31st South
Cindy Moehning	Walmart #5855***	10550 West Central

New	2016	(Consumption off Premises)
Santokben	Tobacco Smokeshop***	211 North Hillside

   **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.

4. Preliminary Estimates:
   a. Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:
   a. Petition for Sanitary Sewer Improvements to Ann Walenta Commercial Addition. (District III)

   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Agreements/Contracts:
   a. Wichita State University Innovation Campus, Hold Harmless Agreement. (District I)

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

7. Design Services Agreements:
   a. Design Services Agreement for Fontana 5th Addition. (District V)
   b. Kansas Department of Transportation Agreement for Funding for Improvements to Douglas and Hydraulic Intersection. (District I)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

8. Property Acquisitions:
   a. Partial Acquisition of 2160 North Oliver for the 21st and Oliver Intersection Project. (District I)
   b. Partial Acquisition of a Tract Required for the Improvement of the 1600 Block of South 111th. (District IV)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions:
   Board of Building Code Standards and Appeals, June 6, 2016
   Bicycle and Pedestrian Advisory Board, June 13, 2016
   Wichita Public Library, June 21, 2016
   Wichita Employees' Retirement System, June 15, 2016
   Joint Investment Committee, June 2, 2016
   Board of Electrical Appeals, May 10, 2016
   Board of Electrical Appeals, June 14, 2016

RECOMMENDED ACTION: Receive and file.

10. Wichita Retirement Systems' Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2015.

RECOMMENDED ACTION: Receive and file the Wichita Retirement Systems' Comprehensive Annual Financial Report for the fiscal year ended December 31, 2015.

11. Amending Preliminary Estimate for Improvements to USD 259. (District II)

RECOMMENDED ACTION: Approve the amended not to be advertised preliminary estimate and authorize the necessary signatures.

12. KDOT Street Safety Education Campaign.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

13. Sale of City-owned Property at 408 South Holyoke. (District I)

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

14. Second Reading Ordinances: (First Read July 19, 2016)

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.

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

Wichita, Kansas
July 25, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Fanny Chan, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Logan Bradshaw, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date July 18, 2016, were read and on motion approved.

Bids were opened July 22, 2016, pursuant to advertisements published on:

Pawnee, Hydraulic to Grove (Pawnee Avenue, east of Hydraulic) 87N-0597-01/472-85101 (707048/636345/620713)

Defer one week

2016 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Seneca) (468-85123/ 620852/666005) Traffic to be maintained during construction using flagpersons and barricades). (District I,III)

Dutton Construction and Plumbing LLC - $82,140.00

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works and Utilities

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: July 25, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
July 22, 2016

Paving – Pawnee, Hydraulic to Grove (Pawnee Avenue, east of Hydraulic) – Public Works & Utilities Department/Engineering Division **(Defer to August 1, 2016)**

2016 Sanitary Sewer Reconstruction Phase 8 (north of Pawnee, east of Seneca) – Public Works & Utilities Department/Engineering Division
Dutton Construction & Plumbing, LLC **$82,140.00**

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

Claire Rose
for **Melinda A. Walker**
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 22, 2016

RQ640715/RQ640716

FB640127		Engineer's Construction Estimate	Cornejo & Sons, LLC	Kansas Paving Company	Pearson Construction
Pawnee, Hydraulic to Grove			$7,075,165.16	$7,423,265.18	$6,653,526.68
(Pawnee Avenue, east of Hydraulic)	BID BOND			X	
	ADDENDA	6	X	X	X
87N-0597-01/472-85101 (707048/636345/620713)					
		Engineer's Construction Estimate			
Pawnee, Hydraulic to Grove					
(Pawnee Avenue, east of Hydraulic)	BID BOND				
	ADDENDA	6			
87N-0597-01/472-85101 (707048/636345/620713)					
		Engineer's Construction Estimate			
Pawnee, Hydraulic to Grove					
(Pawnee Avenue, east of Hydraulic)	BID BOND				
	ADDENDA	6			
87N-0597-01/472-85101 (707048/636345/620713)					
		Engineer's Construction Estimate			
Pawnee, Hydraulic to Grove					
(Pawnee Avenue, east of Hydraulic)	BID BOND				
	ADDENDA	6			
87N-0597-01/472-85101 (707048/636345/620713)					
DEFER 1 WEEK					

CHECKED BY: _____

REVIEWED BY: _____

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - July 22, 2016

RQ640827

FB640141		Engineer's Construction Estimate	Danco Enterprises Inc.	Dutton Construction & Plumbing LLC	Stannard Construction Co. Inc.
2016 Sanitary Sewer Reconstruction Phase 8		$118,000.00	$88,440.00	$82,140.00	$91,500.00
(north of Pawnee, east of Seneca)	BID BOND		X	X	X
468-85123	ADDENDA	1		X	X
(620852)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2016 Sanitary Sewer Reconstruction Phase 8		$118,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85123	ADDENDA	1			
(620852)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2016 Sanitary Sewer Reconstruction Phase 8		$118,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85123	ADDENDA	1			
(620852)					
		Engineer's Construction Estimate			
2016 Sanitary Sewer Reconstruction Phase 8		$118,000.00			
(north of Pawnee, east of Seneca)	BID BOND				
468-85123	ADDENDA	1			
(620852)					

CHECKED BY: kp

REVIEWED BY: sm

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 26, 2016

a. Water Distribution System to serve Clear Creek Addition (south of Kellogg, west of 143rd Street East) (448-90603/735556/470229) Does not affect existing traffic. (District II) - $40,000.00

b. Lateral 349, Four Mile Creek Interceptor to serve Clear Creek Addition (south of Kellogg, west of 143rd Street East) (468-83611/744417/480109) Does not affect existing traffic. (District II) - $92,000.00

c. Jaax Court from the west edge of Jennie Street to a point approximately 475 feet south serving Lots 16-27, Block 3, Bay Country Addition (west of 119th Street West, south of Central) (472-85104/ 766369/490392) Does not affect existing traffic. (District V) - $149,000.00

To be Bid: July 15, 2016

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Clear Creek Addition
(south of Kellogg, west of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS - Group 1 (735556)			
1	Seeding	1	LS	
2	Site Clearing	1	LS	
3	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS - Group 1 (735556)			
4	Pipe, WL 8"	949	lf	
5	Valve Assembly, Blowoff 2"	2	ea	
6	Sidewalk Removed & Replaced	10	lf	
7	BMP, Construction Entrance	1	ea	
8	BMP, Inlet Protection	2	ea	

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Material from Water Department

Total Estimated Cost $40,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

470229 (735556) 448-90603
Page _____ EXHIBIT _____

468-83611 (744417) 480109 District II

To be Bid: July 15, 2016

PRELIMINARY ESTIMATE of the cost of:
Lateral 349, Four Mile Creek Interceptor to serve Clear Creek Addition
Clear Creek Addition

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS - Group 2 (744417)		
1	Fill, Contractor Furnished	80	cy
2	Grading, Easement	1	LS
3	Seeding	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS - Group 2 (744417)		
6	Pipe, SS 8"	1,296	lf
7	Air Testing, SS Pipe	1,296	lf
8	MH, Standard SS (4')	6	ea
9	Riser Assembly 4", Vertical	7	ea
10	MH Adjusted	1	ea
11	BMP, Silt Fence	228	lf
12	BMP, Inlet Protection	2	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $92,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

480109 (744417) 468-83611
Page _____

EXHIBIT _____

To be Bid: July 15, 2016

PRELIMINARY ESTIMATE of the cost of:
Jaax Court from the west edge of Jennie Street to a point approximately 475 feet south serving Lots 16-27, Block 3, Bay Country Addition
(west of 119th Street West, south of Central)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

	LUMP SUM BID ITEMS			
1	Excavation	780	cy	
2	Fill, Compacted (95% Density)	390	cy	
3	Irrigation System Repair	1	LS	
4	Sodding (approx. 296 sy)	1	LS	
5	Site Clearing	1	LS	
6	Site Restoration	1	LS	
7	Seeding, Temporary	1	LS	
	MEASURED QUANTITY BID ITEMS			
8	AC Pavement 5" (3" Bit Base)	1,554	sy	
9	Concrete C&G, Type 2 (3-5/8" RL)	1,040	lf	
10	Concrete Driveway Removed	18	sy	
11	Concrete Driveway 6"	428	sf	
12	Crushed Rock Base, 5" Reinforced	1,958	sy	
13	Pipe, SWS 15"	175	lf	
14	Inlet, Curb (Type 1A) (L=5' W=3')	1	ea	
15	Inlet Hookup	3	ea	
16	Curb Inlet Adjusted	2	ea	
17	Valve Box Adjusted	2	ea	
18	BMP, Back of Curb Protection	915	lf	
19	BMP, Curb Inlet Protection	3	ea	

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $149,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

490392 (766369) 472-85104

Page _____ EXHIBIT _____

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer Improvements to Ann Walenta Commercial Addition (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and adopt the resolution.

Background: The signature on the petition represents 100% of the improvement district. The petition is for redevelopment of an old commercial site and is valid per Kansas Statute 12-6a01.

Analysis: The project will provide sanitary sewer improvements required for a commercial development located south of Kellogg and west of Oliver.

Financial Considerations: The petition totals $55,000 for the sanitary sewer. The funding source for this project is special assessments.

Legal Considerations: The Law Department has reviewed and approved the petition and resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.

BLUFFVIEW
OLIVER
OLIVER
KELLOGG
DOUGLAS
1st
2nd
EDGEMOOR
EDGEMOOR
EDGEMOOR
N

Project Request

◯ CIP ◉ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT ◯ ORDERED BY WCC ◉ PETITION PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 468-85121

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I.

COUNCIL DISTRICT: 03 Council District 3 DATE COUNCIL APPROVED: 6-28-2016 REQUEST DATE:

PROJECT # : 480113 PROJECT TITLE: Lateral 101, District 6, Sanitary Sewer No. 12 Ann Walenta Commercial Addn

PROJECT DETAIL # : 01 PROJECT DETAIL DESCRIPTION: Lat 101, Dist 6, SS No. 12 Ann Walenta Commercial Addn

OCA # : 744421 OCA TITLE: Lateral 101, District 6, Sanitary Sewer No. 12 Ann Walenta Commercial Addn

PERSON COMPLETING FORM: Kim Pelton PHONE #: 268-4499

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

◉ NEW BUDGET ◯ REVISED BUDGET

REVENUE		EXPENSE	
Object Level 3	**Budget**	**Object Level 3**	**Budget**
9730 S.A. Bonds	$55,000.00	2999 Contractuals	$55,000.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
	$0.00		$0.00
REVENUE TOTAL:	$55,000.00	**EXPENSE TOTAL:**	$55,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: Gary Jones DATE: 06/02/16

DEPARTMENT HEAD: Amy DATE: 7/12/16

BUDGET OFFICER: Cheryl L Busada DATE: 6/8/16

CITY MANAGER: DATE:

Lat 101, Dist 6, SS #12

468-85121

RECEIVED

JUN 2 2 '16

CITY CLERK OFFICE

PETITION

Sanitary Sewer – Ann Walenta Commercial Addition & Kellogg Heights Addition

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Fifty Five Thousand Dollars ($55,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Ann Walenta Commercial Addition
Lots 1 – 4, and the East 20 Feet of the South 50 Feet of Lot 5, Block 1

Kellogg Heights Addition to Wichita (Sedgwick County), Kansas
Lots 1 - 6, Block 1 EXCEPT that part replatted as Ann Walenta Addition

(See Attached Exhibit)

(d) The proposed method of assessment is: on a fractional basis as described below.

Parcel A:	**6/20**
Parcel B:	**7/20**
Parcel C:	**3/20**
Parcel D:	**4/20**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
[illegible]	6/21/16	Lot 1 of Ann Walenta Addition
Donald Walenta	6-22-16	Lots 1-3 and Lot 5 of Ann Walenta Commercial Addition Lots 1-6, Block 1 Kellogg Heights EXCEPT That part replatted as Ann Walenta Addition

****

THIS PETITION was filed in my office on June 22, 2016.

[illegible]
Deputy City Clerk

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Name Kenneth W Lee

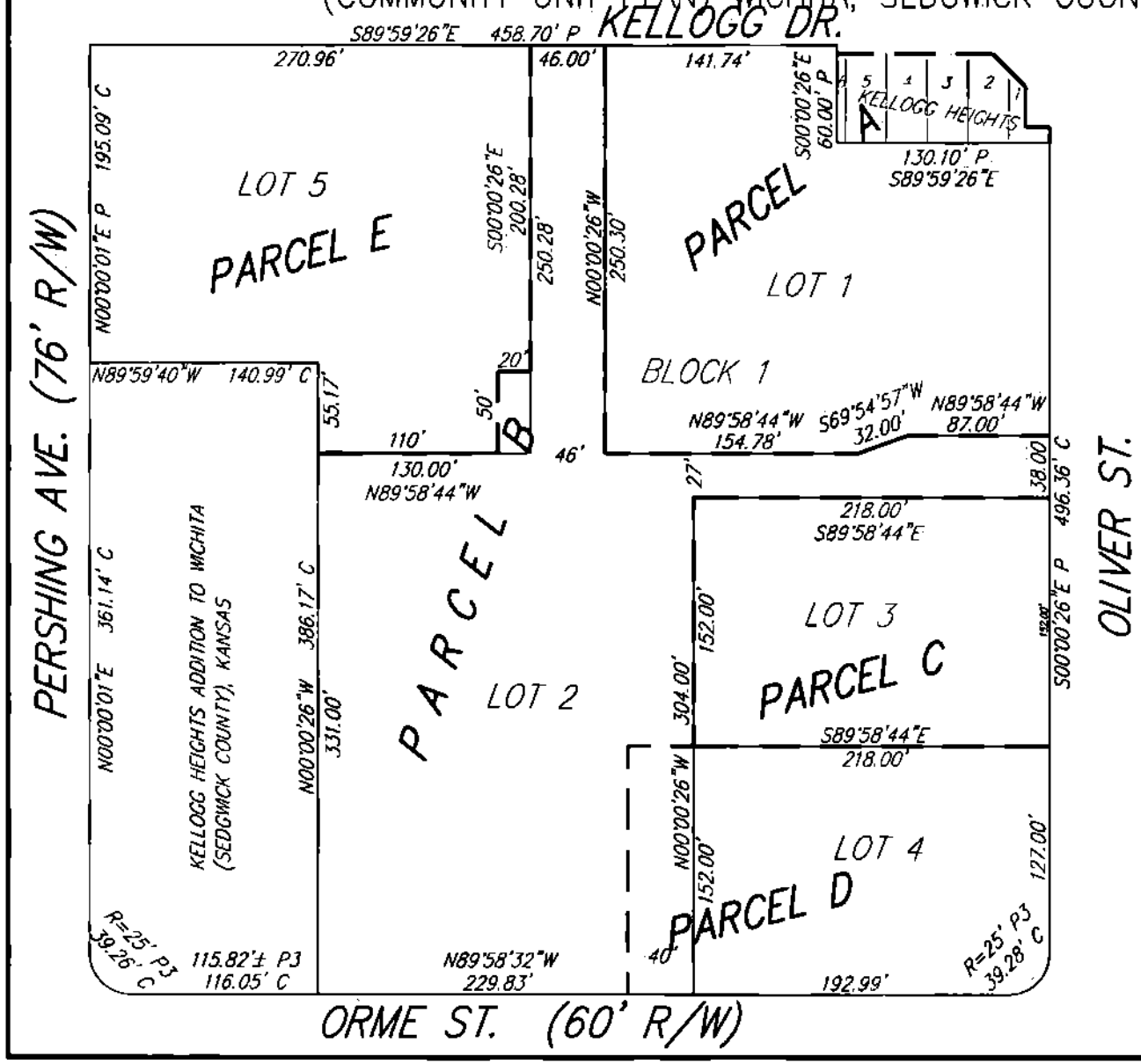
924 N. Main
Address

264-8008
Telephone number

Sworn to and subscribed before me this 22nd day of June, 2016.

Deputy City Clerk

ANN WALENTA COMMERCIAL ADDITION (PLAT) & OLIVER RETAIL CENTER (COMMUNITY UNIT PLAN) WICHITA, SEDGWICK COUNTY, KANSAS



PARCEL A:
Lot 1, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH Lots 1, 2, 3, 4, 5 and 6, Block 1, Kellogg Heights Addition to Wichita (Sedgwick County), Kansas, EXCEPT that part of Kellogg Heights Addition that has been replatted as Ann Walenta Addition, Wichita, Sedgwick County, Kansas, AND EXCEPT that part dedicated for street right of way.

PARCEL B:
The East 20.00 feet of the South 50.00 feet of Lot 5, AND Lot 2, EXCEPT the East 40.00 feet of the South 152.00 feet, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL C:
Lot 3, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL D:
The East 40.00 feet of the South 152.00 feet of Lot 2, AND Lot 4, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL E:
Lot 5, EXCEPT the East 20.00 feet of the South 50.00 feet, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

100' 0 50' 100'

RUGGLES BOHM

REVISED: JUNE 15, 2016
DWG FILE: LOT DWG01
PROJECT NO. 4428F
MAY 12, 2016

ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT

132019

(Published in the ***Wichita Eagle***, on _____)

RESOLUTION NO. 16-

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 101, DISTRICT 6, SANITARY SEWER NO. 12 – ANN WALENTA COMMERCIAL ADDITION/SOUTH OF KELLOGG, WEST OF OLIVER) (468-85121).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Fifty-Five Thousand Dollars ($55,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Ann Walenta Commercial Addition
Lots 1 – 4, and the East 20 Feet of the South 50 Feet of Lot 5, Block 1

Kellogg Heights Addition to Wichita (Sedgwick County), Kansas
Lots 1 - 6, Block 1 EXCEPT that part replatted as Ann Walenta Addition

(See Attached Exhibit)

(d) The method of assessment is: **on a fractional basis as described below:**

Parcel A:	**6/20**
Parcel B:	**7/20**
Parcel C:	**3/20**
Parcel D:	**4/20**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

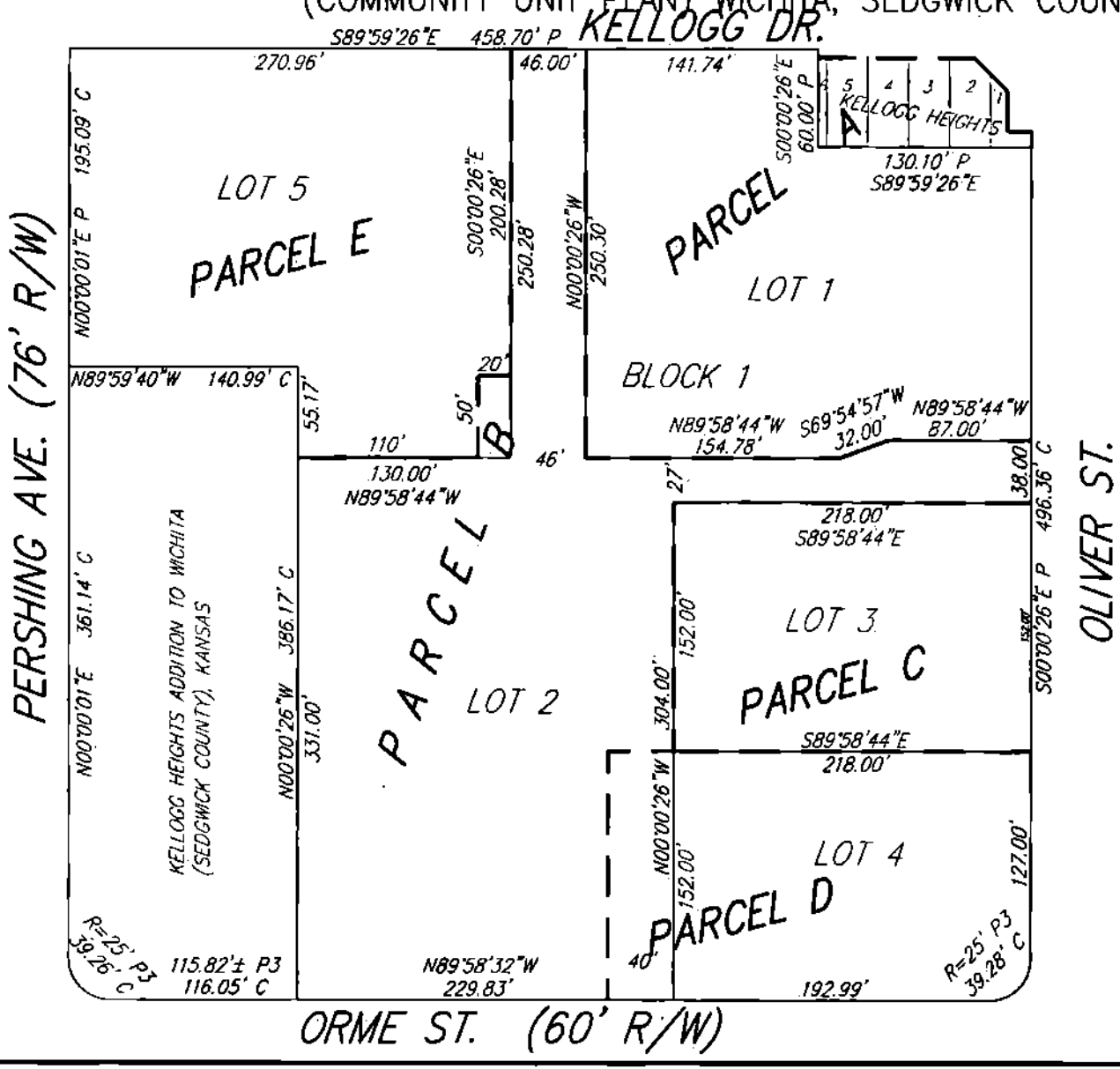
ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magaña, City Attorney and Director of Law

ANN WALENTA COMMERCIAL ADDITION (PLAT) & OLIVER RETAIL CENTER (COMMUNITY UNIT PLAN) WICHITA, SEDGWICK COUNTY, KANSAS



PARCEL A:
Lot 1, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas; TOGETHER WITH Lots 1, 2, 3, 4, 5 and 6, Block 1, Kellogg Heights Addition to Wichita (Sedgwick County), Kansas, EXCEPT that part of Kellogg Heights Addition that has been replatted as Ann Walenta Addition, Wichita, Sedgwick County, Kansas, AND EXCEPT that part dedicated for street right of way.

PARCEL B:
The East 20.00 feet of the South 50.00 feet of Lot 5, AND Lot 2, EXCEPT the East 40.00 feet of the South 152.00 feet, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL C:
Lot 3, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL D:
The East 40.00 feet of the South 152.00 feet of Lot 2, AND Lot 4, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

PARCEL E:
Lot 5, EXCEPT the East 20.00 feet of the South 50.00 feet, Block 1, Ann Walenta Commercial Addition, Wichita, Sedgwick County, Kansas.

100' 0 50' 100'

RUGGLES BOHM

ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT

REVISED: JUNE 15, 2016
DWG FILE: LOT CHART
PROJECT NO. 4628P
MAY 12, 2016

132019

(Published in the ***Wichita Eagle***, on July 29, 2016)

RESOLUTION NO. 16-202

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 101, DISTRICT 6, SANITARY SEWER NO. 12 – ANN WALENTA COMMERCIAL ADDITION/SOUTH OF KELLOGG, WEST OF OLIVER) (468-85121).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Fifty-Five Thousand Dollars ($55,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

ANN WALENTA COMMERCIAL ADDITION
Lots 1-5
(See Attached Exhibit)

(d) The method of assessment is: **on a fractional basis as described below:**

Parcel A:	**6/20**
Parcel B:	**7/20**
Parcel C:	**3/20**
Parcel D:	**4/20**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respreads agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on July 26, 2016.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Wichita State University Innovation Campus, Hold Harmless Agreement (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On February 2, 2016, the City Council approved a Hold Harmless agreement to allow Wichita State University (WSU) to construct improvements within the City's utility easements for the new innovation campus. WSU was provided permits to construct improvements within the platted area described in the agreement.

Analysis: The proposed agreement allows Wichita State University to install communication cables, irrigation lines, and other encroachments in the utility easements. The agreement further provides that Wichita State University waives all rights of action in law arising out of the encroachment into the easement. Additionally, the agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in, or failure of any future sanitary sewer line or any other infrastructure owned by the utility, and from claims resulting from maintenance, replacement, or the upgrade of lines, manholes, and other City property in the easement.

Financial Considerations: This agreement protects the City against potential claims stemming from damage caused by encroachment into the utility easement.

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

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

Attachment: Hold Harmless Agreement.

WICHITA STATE UNIVERSITY
OFFICE OF GENERAL COUNSEL

June 20, 2016

Nathan Neises, Engineer
Kansas Gas Service
1021 E. 26th St. North
Wichita, KS 67219

Bridget Bowman
Business Manager
Westar Energy
PO Box 208
Wichita, KS 67201

Shawn Mellies
Chief Design Engineer
City Hall – 7th Floor
455 N. Main
Wichita, KS 67202

Jennifer Magana
City Attorney and Director of Law
City of Wichita
455 N. Main, 13th Floor
Wichita, KS 67202

RE: Shared Use Utility Easement - Kansas Board of Regents and City of Wichita, Westar Energy, Kansas Gas Service (MKEC Engineering) Projects No. 1501010265

Dear Nathan, Bridgett, Shawn and Jennifer:

Enclosed is a copy of the Shared Use Utility Easement between the Kansas Board of Regents, the City of Wichita, Westar Energy and Kansas Gas Service for a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining and repairing utilities over, along and under certain described real estate in Wichita, Sedgwick County, Kansas. The Easement has been signed by John Bardo, President of Wichita State University on behalf of the Kansas Board of Regents, and approved as to form by Cheryl Whelan of the Kansas Attorney General's Office.

WICHITA STATE UNIVERSITY | *Office of General Counsel* | *1845 Fairmount Street* | *Wichita, Kansas 67260-0205*
tele: (316) 978-6791 | *fax: (316) 978-3046* | *web: www.wichita.edu*

If the Easement meets with your approval, would you please sign and return the separate signature page to me to be attached and filed with the original Easement.

Thank you for your assistance with this matter.

Sincerely,

David H. Moses,
General Counsel

Enclosures

cc: John W. Bardo
Eric King
Molly Gordon

STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.AG.KS.GOV

June 16, 2016

David Moses
General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260

RE: Shared Use Utility Easement – Kansas Board of Regents, City of Wichita, Kansas Gas and Electric Company, and Kansas Gas Service (MKEC Engineering, Inc. Project No. 1501010265)

Dear David:

Pursuant to K.S.A. 74-3264 and/or 75-2131, the Attorney General approves as to form the above-referenced easement for the described property. The purpose of the shared use utility easement is to grant a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing utilities, over, along and under certain described real estate.

We note that the easement was presented for review prior to all parties signing the easement. In the event there are any substantive changes to the easement subsequent to our approval, it will need to be re-presented for approval as to form.

Please feel free to call me at (785) 296-2215 or send email me at cheryl.whelan@ag.ks.gov with any questions or concerns.

Sincerely,

OFFICE OF THE ATTORNEY GENERAL
DEREK SCHMIDT

Cheryl L. Whelan

Cheryl L. Whelan
Assistant Attorney General

CLW:sb

Enclosure (Shared Use Utility Easement)

SHARED USE UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2016, by and between the Kansas Board of Regents ("KBOR") and the City of Wichita, Kansas ("City"), Kansas Gas and Electric Company, a wholly owned subsidiary of Westar Energy, Inc. (Westar), and Kansas Gas Service (KGS), a division of One Gas, Inc.

WITNESSETH: That KBOR, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the City, Westar and KGS a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing utilities, over, along, and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Shared Use Easement – Tract 1

A tract of land lying in a portion of the Northeast Quarter, Section 11, Township 27 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter, thence along the north line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of S88°40'39"W, 1091.35 feet; thence S01°19'21"E, 355.43 feet to the POINT OF BEGINNING; thence S01°18'54"E, 296.83 feet; thence S35°03'54"E, 80.63 feet; thence N89°14'06"E, 133.51 feet; thence S00°45'54"E, 2.50 feet to a point on a north line of a Shared Use Utility Easement recorded in Doc.#/Flm-Pg: 29594912; thence along said north line and a west line of said Shared Use Utility Easement for the next two courses, S89°14'06"W, 20.00 feet; thence S00°45'54"E, 12.50 feet; thence S89°14'06"W, 103.28 feet; thence S35°03'54"E, 23.32 feet to a point on a north line of said Shared Use Utility Easement; thence along the north lines of said Shared Use Utility Easement for the next two courses, S88°59'19"W, 4.12 feet; thence S68°14'26"W, 27.32 feet; thence N35°03'54"W, 104.61 feet; thence N01°18'54"W, 316.42 feet; thence N59°52'47"E, 9.30 feet; thence N88°41'19"E, 11.85 feet to the POINT OF BEGINNING,

TOGETHER WITH,

Shared Use Easement – Tract 2

A tract of land lying in a portion of the Northeast Quarter, Section 11, Township 27 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter, thence along the north line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of S88°40'39"W, 1151.78 feet; thence S01°19'21"E, 60.00 feet to a point on a south line of a Permanent Easement recorded in Doc.#/Flm-Pg: 29586021, said point also being the POINT OF BEGINNING; thence S01°18'42"E, 87.68 feet; thence S09°20'09"E, 75.21 feet; thence S01°18'42"E, 154.24 feet; thence N59°52'47"E, 34.22 feet; thence S01°18'54"E, 17.12 feet; thence S59°52'47"W, 34.22 feet; thence S01°18'39"E, 210.92 feet; thence S35°03'54"E, 53.99 feet; thence S01°18'54"E, 27.00 feet; thence N35°03'54"W, 72.00 feet; thence S01°18'42"E, 34.11 feet to a point on a curve to the left; said curve having a radius of 424.50 feet, a central angle of 15°46'09", a chord bearing of S09°11'46"E, and a chord distance of 116.46 feet, thence along said curve to the left, 116.83 feet; thence S17°04'51"E, 26.31 feet to a point on a north line of a Shared Use Utility Easement recorded in Doc.#/Flm-Pg: 29594912; thence along said north line, S68°14'26"W, 10.03 feet; thence N17°04'51"W, 27.13 feet to a point on a curve to the right; said curve having a radius of 434.50 feet, a central angle of 15°46'09", a chord bearing of N09°11'46"W, and a chord distance of 119.21 feet, thence along said curve to the right, 119.58 feet; thence N01°18'42"W, 255.14 feet; thence S88°37'47"W, 148.92 feet; thence N01°22'13"W, 15.00 feet; thence N88°37'47"E, 148.94 feet; thence N01°18'42"W, 156.88 feet; thence N09°20'09"W, 75.21 feet; thence N01°18'42"W, 89.08 feet to a point on the south line of said Permanent Easement; thence along said south line, N88°40'39"E, 20.00 feet to the POINT OF BEGINNING,

TOGETHER WITH,

Shared Use Easement – Tract 3

A 10 foot wide tract of land lying in a portion of the Northeast Quarter, Section 11, Township 27 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said 10 foot wide tract being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter, thence along the north line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of S88°40'39"W, 1122.84 feet; thence S01°19'21"E, 810.57 feet to a point on a south line of a Shared Use Utility Easement recorded in Doc.#/Flm-Pg: 29594912, said point also being the POINT OF BEGINNING; thence S17°04'51"E, 73.40 feet to a point on a north line of said Shared Use Utility Easement, said point also being a point on a non-tangent curve to the left; said curve having a radius of 560.00 feet, a central angle of 1°01'28", a chord bearing of S69°53'58"W, and a chord distance of 10.01 feet, thence along said north line and non-tangent curve to the left, 10.01 feet; thence N17°04'51"W, 73.10 feet to a point on the south line of said Shared Use Utility Easement; thence along said south line, N68°14'26"E, 10.03 feet to the POINT OF BEGINNING,

TOGETHER WITH,

Shared Use Easement – Tract 4

A 20 foot wide tract of land lying in a portion of the Northeast Quarter, Section 11, Township 27 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said 20 foot wide tract being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter, thence along the north line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of S88°40'39"W, 1662.73 feet; thence S01°19'21"E, 777.40 feet to a point on a northeasterly line of a Shared Use Utility Easement recorded in Doc.#/Flm-Pg: 29594912, said point also being the POINT OF BEGINNING; thence N35°35'11"E, 211.13 feet; thence S54°24'49"E, 20.00 feet; thence S35°35'11"W, 198.00 feet to a point on a northeasterly line of said Shared Used Utility Easement; thence along said northeasterly lines for the next four courses, N54°24'35"W, 8.00 feet; thence

S35°35'25"W, 12.00 feet; thence N54°24'35"W, 2.93 feet; thence N61°29'32"W, 9.14 feet to the POINT OF BEGINNING,

TOGETHER WITH,

Shared Use Easement – Tract 5

A 15 foot wide tract of land lying in a portion of the Northeast Quarter, Section 11, Township 27 South, Range 1 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said 15 foot wide tract being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter; thence along the north line of said Northeast Quarter on a Kansas coordinate system of 1983 south zone bearing of S88°40'39"W, 1059.42 feet; thence S01°19'21"E, 60.00 feet to a point on a south line of a Permanent Easement recorded in Doc.#/Flm-Pg: 29586021, said point also being the POINT OF BEGINNING; thence S01°19'21"W, 10.00 feet; thence S88°40'39"W, 15.00 feet; thence N01°19'21"W, 10.00 feet to a point on the south line of said Permanent Easement; thence along said south line, N88°40'39"E, 15.00 feet to the POINT OF BEGINNING.

See Attachment A (Shared Use Easement Exhibit)

And said City, Westar and KGS are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utilities. In the event City, Westar or KGS performs any repairs or maintenance to the utilities within said Utility Easement, City, Westar and KGS agree to restore KBOR's property, except for any unauthorized encroachments, to its condition immediately prior to the City's, Westar's and KGS's commencement of said repairs or maintenance.

This easement shall also be subject to the following terms and conditions, as agreed to by the Kansas Board of Regents, the City, Westar and KGS (the City, Westar and KGS to be collectively known as "the Parties"):

1. KBOR will retain space for communications lines within the easement, and will further reserve space adjacent to the easement for the excavation of future basements and/or foundations.

2. The City, Westar and KGS will agree to permit KBOR to occupy and construct improvements on, over and across the Easement area.

3. KBOR agrees, however, that it will not begin construction of improvements on, over and across the easement area without first obtaining the approval of the City, Westar and KGS of any and all plans and specifications. The City, Westar and KGS will each have thirty (30) days to approve or deny such a request. Such requests should be submitted to the following individuals: the Chief Design Engineer of the City of Wichita; the Director of Operations- Wichita Metro for KGS, and the Wichita Division Director for Westar, respectively.

4. In the event that the City, Westar and/or KGS's infrastructure within the easement area requires repair, maintenance or replacement, the Parties shall use their best efforts to carry out such repair, maintenance or replacement work in a manner that minimizes damage to, or

disruption of, KBOR's improvements constructed within the Easement and shall explore alternative methods of accessing the line(s) for such repair, maintenance or replacement work, taking into account all circumstances, including the nature of the repair to be made, before disrupting the improvement constructed within the Easement.

5. The utility construction granted by the Easement Agreement shall be conducted in the most expeditious manner reasonably possible to minimize the interference with KBOR's use of its property and all utility construction, maintenance and/or repair shall be diligently prosecuted to completion.

6. The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the property burdened by the Easement Agreement so long as the structure contemplated by this Easement/Agreement is in existence.

7. This Easement/Agreement creates a non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF: The said KBOR has signed these presents the day and year first above written.

KANSAS BOARD OF REGENTS

By: _____
Name: John W. Bardo
Title: President, Wichita State University

STATE OF KANSAS)
) ss
SEDGWICK COUNTY)

Personally appeared before me, a notary public in and for the County and State aforesaid, John W. Bardo, President of Wichita State University, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated this 7th day of June, 2016.

BELINDA BISHOP
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp.

_____
Notary Public
Belinda Bishop

My Commission Expires: Sept 15, 2016

THE CITY OF WICHITA

By: _____
Name:
Title:

KANSAS GAS AND ELECTRIC COMPANY, a wholly owned subsidiary of Westar Energy, Inc. (WESTAR)

By: _____
Name:
Title:

KANSAS GAS SERVICE (KGS), a division of One Gas, Inc.

By: _____
Name:
Title:

APPROVED AS TO FORM:

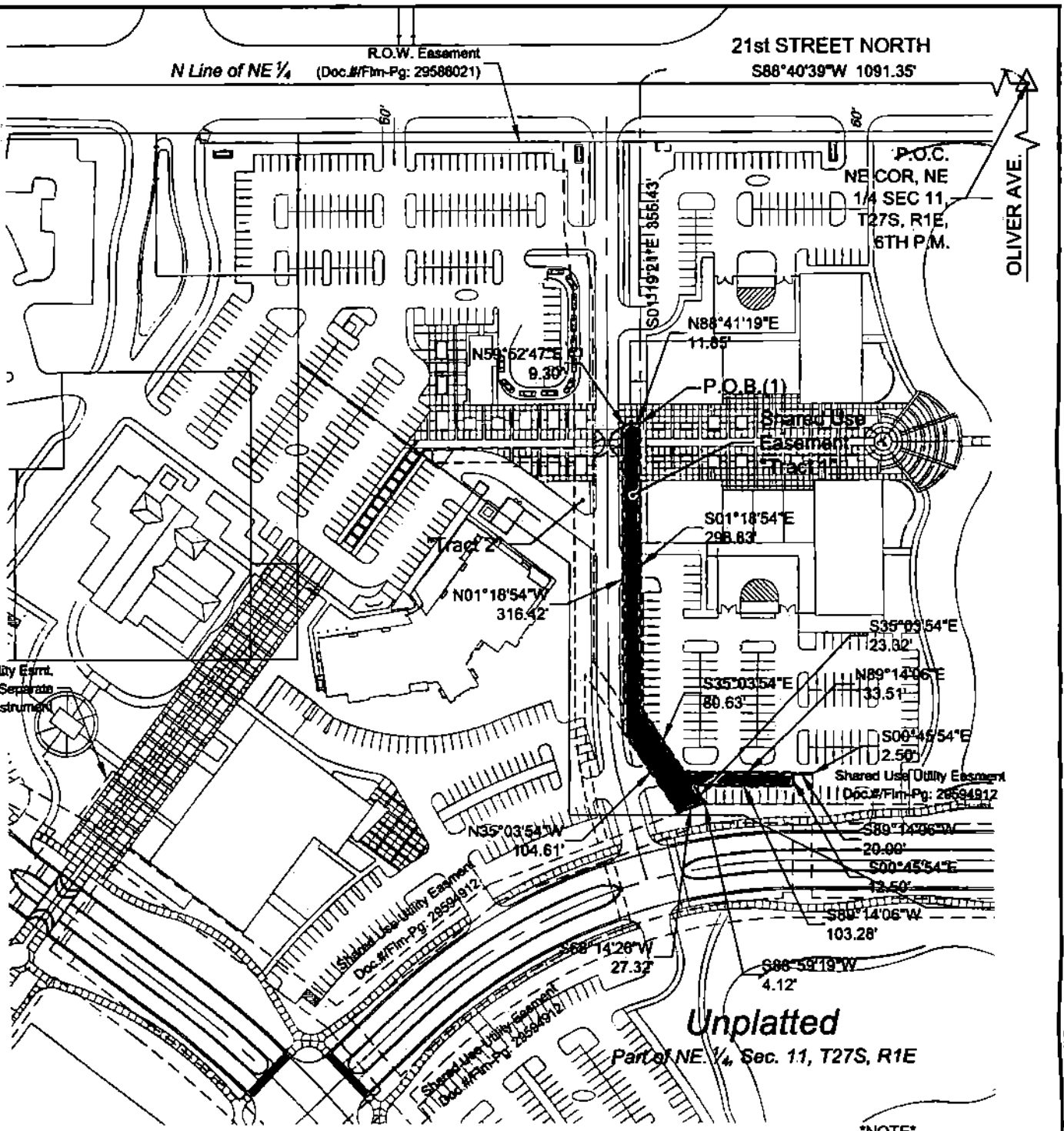
OFFICE OF THE ATTORNEY GENERAL
DEREK SCHMIDT

By: Cheryl L. Whelan
Name: Cheryl L. Whelan
Title: Assistant Attorney General

APPROVED AS TO FORM:

By: _____
Name: Jennifer Magana
Title: City Attorney & Director of Law
City of Wichita, Kansas

ATTACHMENT A
SHARED USE EASEMENT EXHIBIT



"NOTE"
Tract 1 and Tract 2 abut

LEGEND

- Shared Use Easement "Tract 1"

P.O.C.. - Point of Commencement
P.O.B. - Point of Beginning

North
1"=150' / 1 : 1800

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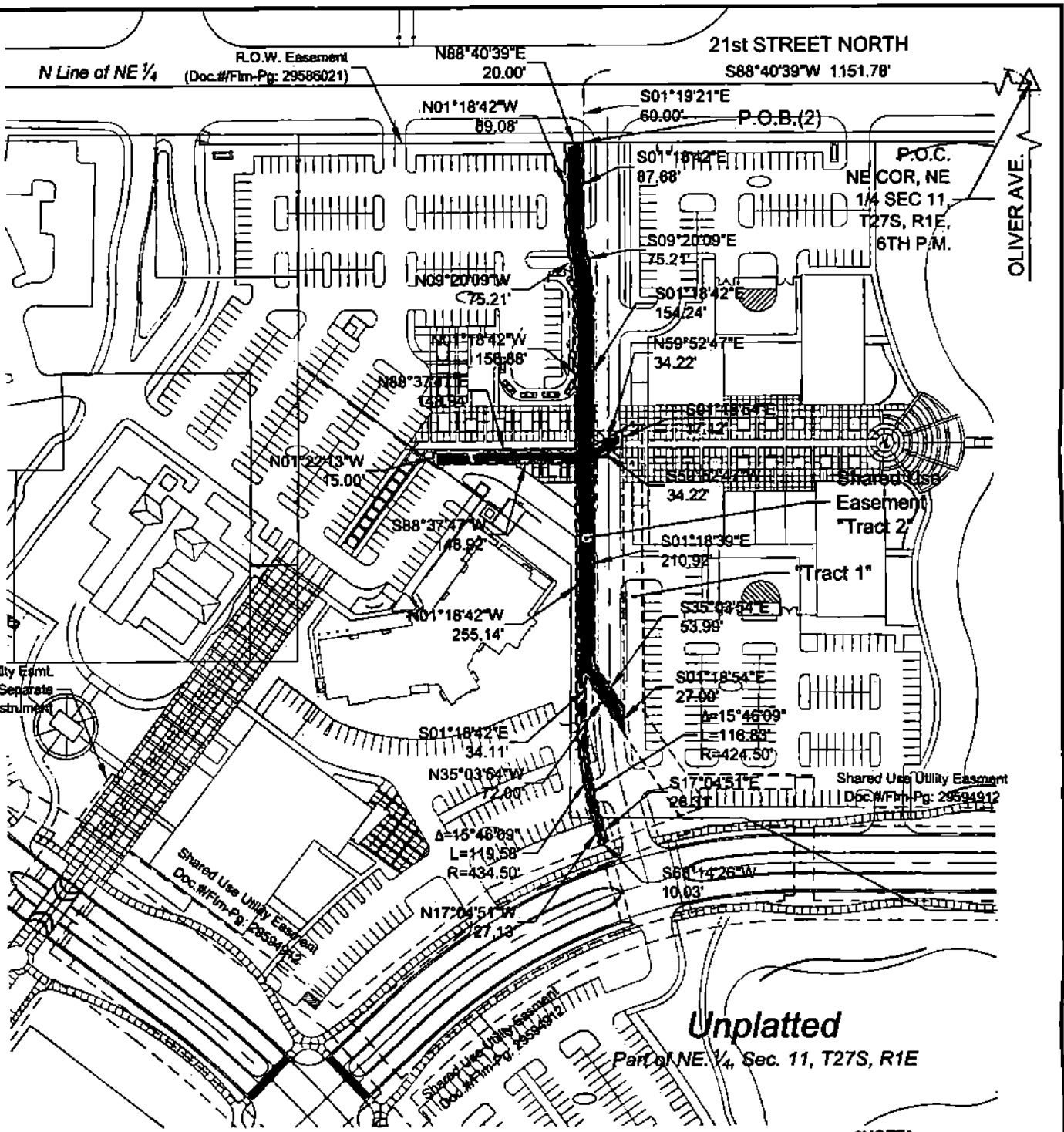
MKEC
Wichita, KS · 316.684.0600

SHARED USE EASEMENT - TRACT 1
WICHITA STATE UNIVERSITY
INNOVATION CAMPUS

PROJECT NO. 1501010265	DATE: JUNE 2016	SHEET NO. 1 OF 3
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL



"NOTE"
Tract 1 and Tract 2 abut

LEGEND

- Shared Use Easement "Tract 2"

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

North
1"=150' / 1 : 1800

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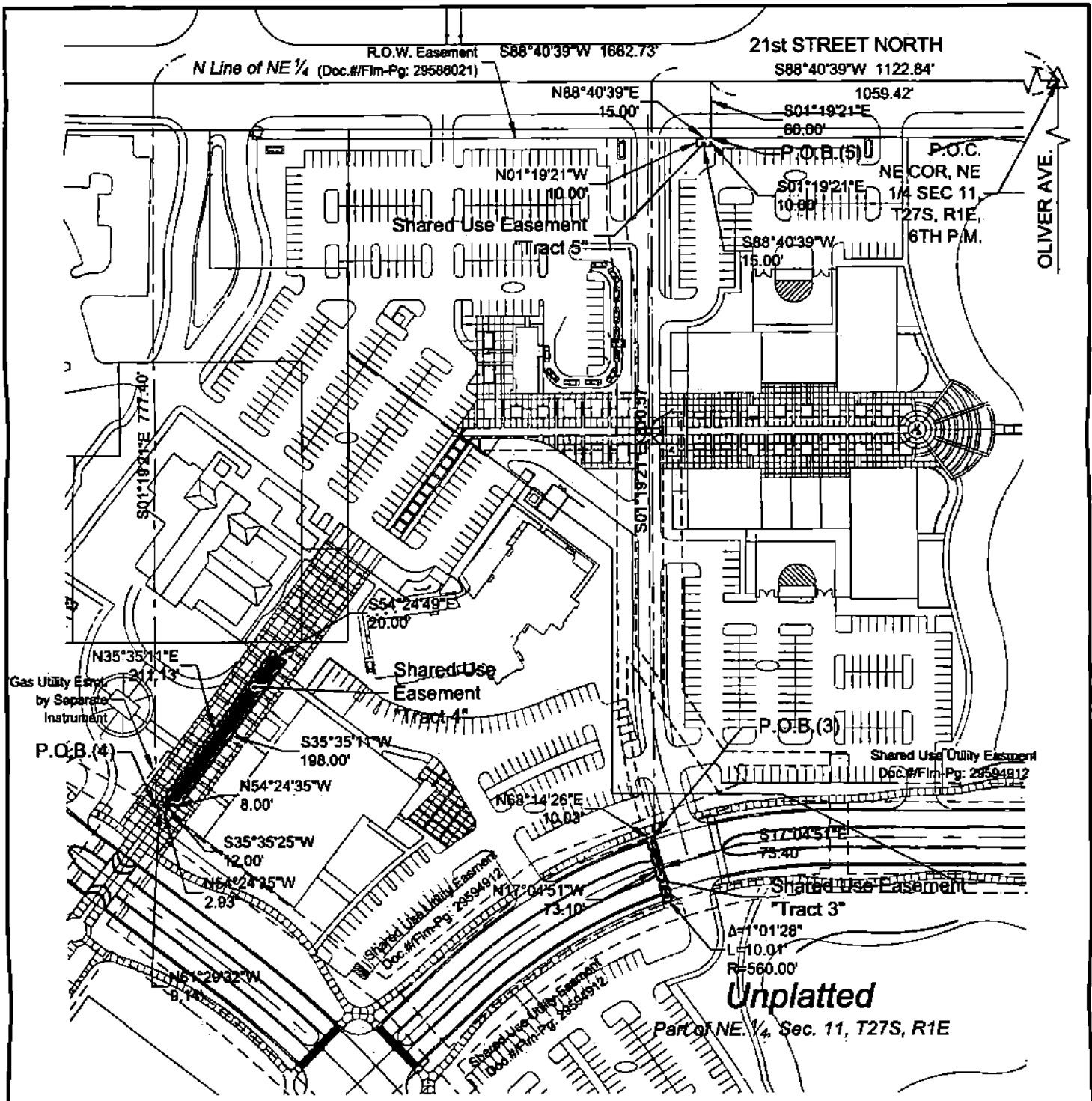
SHARED USE EASEMENT - TRACT 2
WICHITA STATE UNIVERSITY
INNOVATION CAMPUS

PROJECT NO. 1501010265	DATE: JUNE 2016	SHEET NO.
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL	2 OF 3



LEGEND

- Shared Use Easement "Tracts 3, 4, & 5"

P.O.C. - Point of Commencement
P.O.B. - Point of Beginning

North
1"=150' / 1 : 1800

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SHARED USE EASEMENT - TRACTS 3, 4, & 5
WICHITA STATE UNIVERSITY
INNOVATION CAMPUS

PROJECT NO. 1501010265	DATE: JUNE 2016		SHEET NO. 3 OF 3
DRAWN BY: JGD	DESIGNED BY: JGD	APPROVED BY: BDL	

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Design Services Agreement for Fontana 5th Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On June 7, 2016, the City Council approved petitions for water distribution, sewer, drainage, and paving improvements to serve a new residential development located north of 29th Street North and east of 119th Street West.

Analysis: The proposed agreement between the City and Professional Engineering Consultant, P.A. (PEC) provides for design of the improvements. In accordance with Administrative Regulation 1.10, PEC 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, it can expedite plan preparation.

Financial Considerations: The total cost of the agreement is $95,000, which includes $10,000 for water distribution, $20,500 for sewer, $12,000 for drainage, and $52,500 for paving improvements. Funding is available within the existing budget, approved by the City Council on June 7, 2016, which is funded by special assessments.

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

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

Attachment: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

FONTANA 5TH ADDITION

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 90427 serving Lots 1 through 33, Block 1 and Lots 16 through 23, Block 3, Fontana 5th Addition (north of 29th Street North, east of 119th Street West) (Project No. 448-90427_735557).

LATERAL 17, MAIN 7 NORTHWEST INTERCEPTOR SEWER serving Lots Lots 1 through 33, Block 1 and Lots 16 through 21, Block 3, Fontana 5th Addition (north of 29th Street North, east of 119th Street West) (Project No. 468-84585_744418).

STORM WATER DRAIN NO. 357 serving Lots 1 through 33, Block 1 and Lots 16 through 28, Block 3, Fontana 5th Addition (north of 29th Street North, east of 119th Street West) (Project No. 468-84588_751546).

FONTANA, PINE GROVE CIRCLE, JUDITH, WESTLAKES CIRCLE serving Lots 1 through 33, Block; Lots 1 through 26, Block 2; and Lots 1 through 28, Block 3, Fontana 5th Addition (north of 29th Street North, east of 119th Street West) (Project No. 472-84801_766368).

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 Fontana 5th 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 Agreement.

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. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), 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.

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 not to exceed fee amount specified below:

Project No. 448 90427	$ 10,000.00
Project No. 468 84585	$ 20,500.00
Project No. 468 84588	$ 12,000.00
Project No. 472 84801	$ 52,500.00
TOTAL	**$ 95,000.00**

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 Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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

_____
Jeff Longwell, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and
City Attorney

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
(Name/Title)
Principal

EXHIBIT "A"

SCOPE OF SERVICES

Fontana 5th Addition

(east of 119th St. W., north of 29th St. N.)

(Project No. 448-90427; 468-84585; 468-84588; 472-84801)

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 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 Testing Laboratory shall be responsible for the accuracy and competence of their work. 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 the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
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.

    Field Check Plans and an estimate for the project due by N/A.
    Office Check Plans and an estimate for the project due by June, 2016.
    Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by August, 2016.

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 8th 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" – CIP 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
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

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
- 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. 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
- 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

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
- benchmarks, including TBM set with preliminary survey
- 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.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- 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
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves. **ELEVATION SHALL BE TO TOP OF ROCK BASE**.
- 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
- Flow line elevations for manhole stubs
- 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

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)												
Contract Date	[illegible]	City Design Manager	Consultant	Date of First UUCC	Date of Second UUCC	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)
12/21/2013	[illegible]	Kallman	[illegible] & Dates	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 Sensitive Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
Black Hills
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:
AT&T
Location in Project: **(Describe Existing Facilities)**
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
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 Agreement, 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 Agreement, 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
July 26, 2016

TO: Mayor and City Council

SUBJECT: Kansas Department of Transportation Agreement for Funding for Improvements to Douglas and Hydraulic Intersection (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On August 20, 2013, the City Council approved an agreement with Baughman Company to provide a design concept for improvements to Douglas from Washington to Oliver. On December 2, 2014, the City Council approved the preliminary design concept. On August 11, 2015, the City Council approved a supplemental agreement with Baughman Company to remove the intersection of Douglas and Hydraulic from the overall plan and produce final plans for the intersection as a separate project. The separate project became necessary upon award of safety funding from the Kansas Department of Transportation (KDOT) for intersection improvements, due to safety concerns based on accident data. On May 17, 2016, the design concept and budget was approved by the City Council.

Analysis: The KDOT agreement will allow the City of Wichita to be reimbursed up to $400,000 in Highway Safety Improvement Program (HSIP) funding.

Financial Considerations: The Adopted 2015-2024 Capital Improvement Program includes $1,200,000 in 2016 for the intersection project. The total budget of $1,200,000 was approved by the City Council on May 17, 2016, with $800,000 being funded by general obligation bonds and $400,000 funded by Highway Safety Improvement Program. This item is for the reimbursement for the federal funding portion of the budget.

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

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

Attachment: Agreement.

PROJECT NO. 87 N-0639-01
HSIP-N063(901)
INTERSECTION IMPROVEMENT
CITY OF WICHITA, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation,** Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Wichita, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

A. The City has requested and Secretary has authorized a Federal Aid Safety Project, as further described in this Agreement.

B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing federal funds.

C. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.

D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"City"** means the City of Wichita, Kansas, with its place of business at 455 N Main, 7th Floor, Wichita, KS 66202.

3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

7. **"Contractor"** means the entity awarded the Construction contract for the Project, and any subcontractors working for the Contractor with respect to the Project.

8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

10. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

11. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.

12. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

13. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

17. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.

18. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Intersection Improvements at Douglas & Hydraulic in Wichita, Kansas**, and is the subject of this Agreement.

20. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

24. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition**. The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.

2. **Payment of Costs**. The Secretary agrees to be responsible for one hundred percent (100%) for KDOT's Preliminary Engineering cost. In addition, the Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering up to a Project Construction cost of **$444,444.00**, but not to exceed **$400,000.00** for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **$444,444.00** for the Project. Further, the Secretary shall not

be responsible for the total actual costs of the City's Preliminary Engineering, any Right of Way, or any Utility adjustments for the Project.

3. **Reimbursement Payments**. The Secretary agrees to make partial payments to the City for amounts not less than $1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization**. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority**. The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications**. The City shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by City**. The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the current version of the City's approved **"2012 Project Development Procedures Manual"**, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Conformity with State and Federal Requirements**. The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current version of the AASHTO A Policy on Geometric Design of Highways & Streets, the current version of the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved 2012 Project Development Procedures Manual , the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Devices (MUTCD), and the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, any necessary Project Special Provisions, and the rules and regulations of the FHWA pertaining thereto.

6. **Submission of Design Plans to Secretary**. Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 5 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

7. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 5 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 5 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

> "Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

8. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

9. **Prevailing Wages.** The City will require the Contractor to pay prevailing wages. The City will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The City can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

10. **Required Construction Contract Provisions.** The City will obtain the mandatory Required Contract Provisions from KDOT's Bureau of Construction and Materials website and incorporate those provisions into the Construction contract.

11. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

14. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. Intentionally deleted.

17. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the City's approved 2012 Project Development Procedures Manual . Any subsequent changes to the Project Procedures Manuals by the City during the construction engineering inspection of the Project will require prior approval of the changes by the Secretary.

(a) By City personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the *KDOT Safety Manual,* Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

22. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Entrance Control.** The City will control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

26. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. Maintenance shall include, but not limited to, replacing damaged signs and posts, pavement markings, lighting and traffic signal equipment, repairing damaged pavement, curb and sidewalk, and operating lighting and traffic signal installations. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed. The City agrees the Secretary shall have no responsibility for any expenses for costs incurred with the maintenance or operation of the Project by the City.

27. **Qualified Traffic Engineering Unit.** The City will establish and maintain a qualified traffic engineering unit or provide other means for the proper maintenance and operation of the Project when completed. Failure by the City to fulfill this responsibility will disqualify the City from future federal aid participation on projects for which the City would have maintenance responsibility.

28. **Accident Data.** The City will provide data to the Secretary in evaluating the effectiveness of the Project with respect to safety. The City shall provide the Secretary with three (3) years of accident data prior to the Construction of the Project and three (3) years of accident data after Project completion. The City also agrees to provide data, including, but not limited to, the following: 24 hour traffic volume counts and other pertinent information as requested by the Secretary.

29. **Financial Obligation.** The City will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to **$444,444.00** for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **$444,444.00** for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of the City's Preliminary Engineering, all Right of Way, and all Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction and Construction Engineering costs. The City shall not be responsible for any of KDOT's total actual costs of Preliminary Engineering.

30. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

31. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular") Further, the City agrees to the following provisions:

(a) Audit. It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single or Program Specific Audit Report "(Audit Report") available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. If the City is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to

conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

32. **Accounting.** The estimated Non-Participating Costs for the City's Preliminary Engineering is **$81,902.00**, for Right of Way is **$75,000.00**, and for Utility adjustments is **$0.00**. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

33. **Organizational Registration Requirements.**

(a) Dun & Bradstreet. If it has not already done so, the City shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).

(b) System for Award Management. The City agrees it shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which it has active federal awards.

34. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Final Design Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

2. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF WICHITA, KANSAS

_____

CITY CLERK (Date)

_____

MAYOR

(SEAL)

Michael S. King, Secretary of Transportation
Kansas Department of Transportation

APPROVED AS TO FORM:

Brian K. McLeod

for Jennifer Magaña, City Attorney and
Director of Law

By: _____

Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) If it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

   (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   (b) cancellation, termination or suspension of the contract, in whole or in part.

7) Disadvantaged Business Obligation

   (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.

   (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

   (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

8) Executive Order 12898

   (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.

9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

Agenda Item No. II-8a

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2160 North Oliver for the 21st and Oliver Intersection Project. (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at East 21st Street and North Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. One of the properties impacted by the project is located at 2160 North Oliver. The site has 95,143 square feet and is improved with ~~at~~ a 11,579 square foot, single-story brick structure that is currently utilized as a church. The project requires 2,170 square feet of right-of-way from the property as well as temporary easements totaling 11,690 square feet. The project will require the removal of two mature trees and the removal and relocation of a driveway.

Analysis: Land located on the corners of the intersection were appraised at $7.50 per square foot. Using this value produces a value of $32,060 for the required acquisitions. This amount was offered to the property owner and accepted as compensation for the acquisition, temporary easements, the loss of trees, and damage to site improvements.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of $33,060 is requested. This includes $32,060 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council approve the real estate agreement; approve the budget; and authorize any necessary signatures.

Attachments: Real estate purchase agreement and tract maps.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 7 day of July, 2016 by and between the Wichita Unity Church, a religious corporation of the state of Kansas, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, 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 warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

> A parcel of land lying in Lot 1, Truth Addition to Wichita, Kansas, being more particularly described as follows:
>
> Beginning at the Northwest Corner of said Lot 1, Truth Addition to Wichita, Kansas; thence East along the North line of said Lot 1, 40 feet; thence Southwest 49.52 feet to a point five feet East of the West line of said lot; thence South parallel with the West line of said Lot 1, 276.5 feet to the South line of said Lot 1; thence West along said South line, five feet to the Southwest Corner of said Lot 1; thence North along the West line of said Lot 1, 311.5 feet to the Point of Beginning.

together with a temporary easement for construction purposes, within, upon and under the following described tract, to wit:

> Two parcels of land lying in Lot 1, Truth Addition to Wichita, Kansas, being more particularly described as follows:
>
> Commencing at the Northwest Corner of said Lot 1, Truth Addition to Wichita, Kansas; thence along the North line of said Lot 1, 40 feet to the Point of Beginning; thence South parallel with the West line of said Lot 1, 311.5 feet to the South line of said Lot 1; thence West along said South line 35 feet; thence North parallel with said West line, 276.5 feet; thence Northeast 49.52 feet to the Point of Beginning.

AND

> The North 20 feet of the East 70 feet of said Lot 1.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Thirty-two Thousand Sixty Dollars and No/100 ($32,060) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 31, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the Buyer.

9. 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 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
Wichita Unity Church

By: Eathen L. Condit
Its: Chair

BUYER:

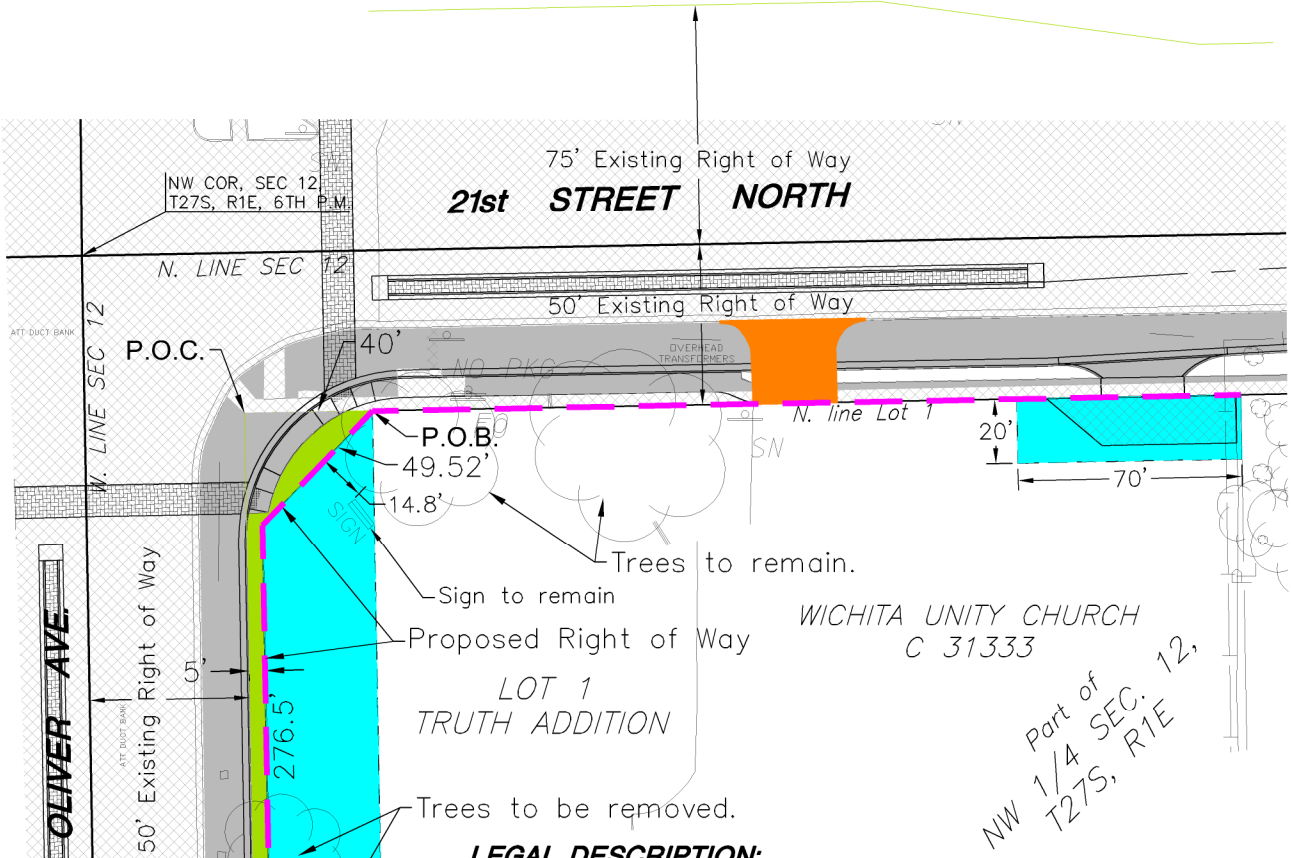
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana
City Attorney and Director of Law



LEGAL DESCRIPTION:

Two parcels of land lying in Lot 1, Truth Addition to Wichita, Kansas, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1, Truth Addition to Wichita, Kansas; thence along the North line of said Lot 1, 40 feet to the Point of Beginning; thence South parallel with the West line of said Lot 1, 311.5 feet to the South line of said Lot 1; thence West along said South line 35 feet; thence North parallel with said West line, 276.5 feet; thence Northeast 49.52 feet to the Point of Beginning.
AND
The North 20 feet of the East 70 feet of said Lot 1.

Said parcels contain 11,690 sq. ft.

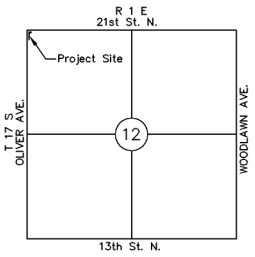
N

SCALE: 1"=60'

0 60 120

LEGEND:

P.O.C. – Point of Commencement
P.O.B. – Point of Beginning
Right of Way
Temporary Construction Easements 11,690 sq. ft. Excluding existing right of way.
Right of Way Acquisition
Existing paved drives, walks, and street to be removed and replaced.
Property owners existing drive within Right-of-Way
New street and sidewalks.



VICINITY MAP

OWNER:

WICHITA UNITY CHURCH
2160 N. OLIVER
WICHITA, KS 67208-2542

PROPERTY IDENTIFICATION:

C 31333

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

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MKEC Engineering
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www.mkec.com
These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC), and may not be used or reproduced in any way without the express consent of MKEC.

MKEC
411 N. Webb Rd. Wichita, KS 67206
316.681.9600

COW - 21st & OLIVER
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 9B

PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO. 1 OF 1
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM

J:\PROJECTS\2015\1501040178_COW_21ST & OLIVER\04 SURVEY\DWG\15178 TRACT MAP SE COR 21ST_OLIVER.DWG

Agenda Item No.II-8b

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of a Tract Required for the Improvement of the 1600 Block of South 111th (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 7, 2015, the City Council approved the paving and drainage improvements for 111th Street, south of Kellogg. All of the tracts needed within the project area were dedicated with the exception of one parcel. Right-of-way is needed from 1659 South 111th Street. The area to be acquired consists of 6,394 square feet. The property is improved for residential use. No improvements are impacted by the project.

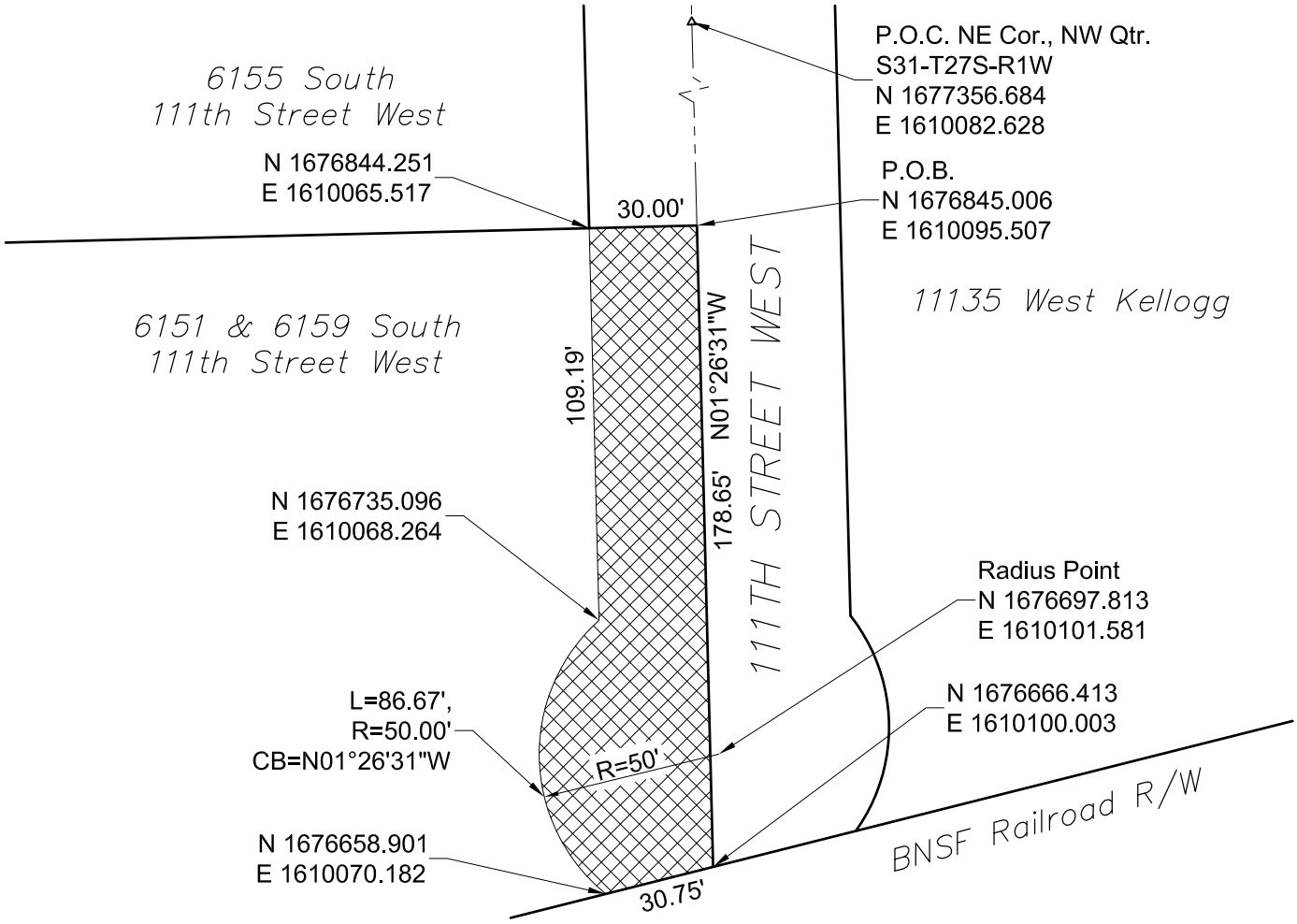
Analysis: The owner agreed to accept the estimated value of $6,400, or $1 per square foot.

Financial Considerations: The funding source for the project is special assessments. A budget of $8,400 is requested. This includes $6,400 for the acquisition and $1,000 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council approve the real estate agreement; approve the budget; and authorize any necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.



PROPOSED RIGHT-OF-WAY ACQ. LEGAL:

A Tract of land in Wichita, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 31-T27S-R1W, Sedgwick County, Kansas; thence south along the East line of said Quarter a distance of 511.84 feet to the point of beginning; thence continuing south along said East line a distance of 178.65 feet, more or less, to a point on the northerly right-of-way of the BNSF Railroad; thence southwesterly along the northerly line of said railroad right-of-way a distance of 30.75 feet to a point on the northerly line of said railroad right-of-way, said point being 30.00 feet West of the East line of said Northwest Quarter, also the beginning of a non-tangent curve to the right; thence along said curve having a chord bearing of North 01°26'31" West, a radius of 50.00 feet for an arc distance of 86.67 feet to a point 30.00 feet west of the East line of said Northwest Quarter; thence north and parallel with the East line of said Northwest Quarter a distance of 109.19 feet; thence east and parallel with the North line of said Northwest Quarter a distance of 30.00 feet to the east to the point of beginning.

GEO CODE: D 0063400UP PIN: 00199210
RIGHT-OF-WAY ACQUISITION SIZE: 6,394.09 sq. ft.

PROPOSED RIGHT-OF-WAY ACQUISITION

EXHIBIT A

111TH STREET WEST STREET IMPROVEMENTS

TRACT MAP

BLASI, THERESA C.
SEC 31-T27S-R1W

N

0 25 50
SCALE: 1" = 50'

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between Theresa C. Blasi, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, 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 warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A Tract of land in Wichita, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 31-T27S-R1W, Sedgwick County, Kansas; thence south along the East line of said Quarter a distance of 511.84 feet to the point of beginning; thence continuing south along said East line a distance of 178.65 feet, more or less, to a point on the northerly right-of-way of the BNSF Railroad; thence southwesterly along the northerly line of said railroad right-of-way a distance of 30.75 feet to a point on the northerly line of said railroad right-of-way, said point being 30.00 feet West of the East line of said Northwest Quarter, also the beginning of a non-tangent curve to the right; thence along said curve having a chord bearing of North 01°26'31" West, a radius of 50.00 feet for an arc distance of 86.67 feet to a point 30.00 feet west of the East line of said Northwest Quarter; thence north and parallel with the East line of said Northwest Quarter a distance of 109.19 feet; thence east and parallel with the North line of said Northwest Quarter a distance of 30.00 feet to the east to the point of beginning.

Subject to all easements, restrictions, reservations and covenants, if any, now of record.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Sixty-Four Hundred Dollars and No/100 ($6,400) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 15, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the Buyer.

9. 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 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

Theresa C. Blasi

Theresa C. Blasi

BUYER:

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

NOTARY PUBLIC - State of Kansas
BRANDY HAYES
My Appt. Expires 4/19/19

Brandy Hayes 4/19/19

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Wichita Retirement Systems' Comprehensive Annual Financial Report for the Fiscal Year Ended December 31, 2015

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Receive and file the Comprehensive Annual Financial Report.

Background: Since 1998, Pension Management has prepared the Comprehensive Annual Financial Report (CAFR) of the Wichita Employees' Retirement and Police and Fire Retirement Systems. The CAFR is designed to provide information to interested parties regarding the financial position, results of operations, investments and actuarial positions of the Retirement Systems.

Analysis: The financial statements presented in the CAFR for the year ended December 31, 2015 have been audited by the independent certified public accounting firm of Allen, Gibbs & Houlik, L.C. and an unmodified opinion has been issued stating that the financial statements present fairly, in all material respects, the financial position of the Systems and the changes in the Systems' financial position, in accordance with generally accepted accounting principles.

The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Wichita Retirement Systems for the year ended December 31, 2014. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized CAFR, with content that conforms to program standards. The 2014 award represents the sixteenth consecutive year in which the Wichita Retirement Systems have earned this award. Staff has again applied for this recognition and believes that the 2015 CAFR continues to meet GFOA standards for certification.

Financial Considerations: None

Legal Considerations: None

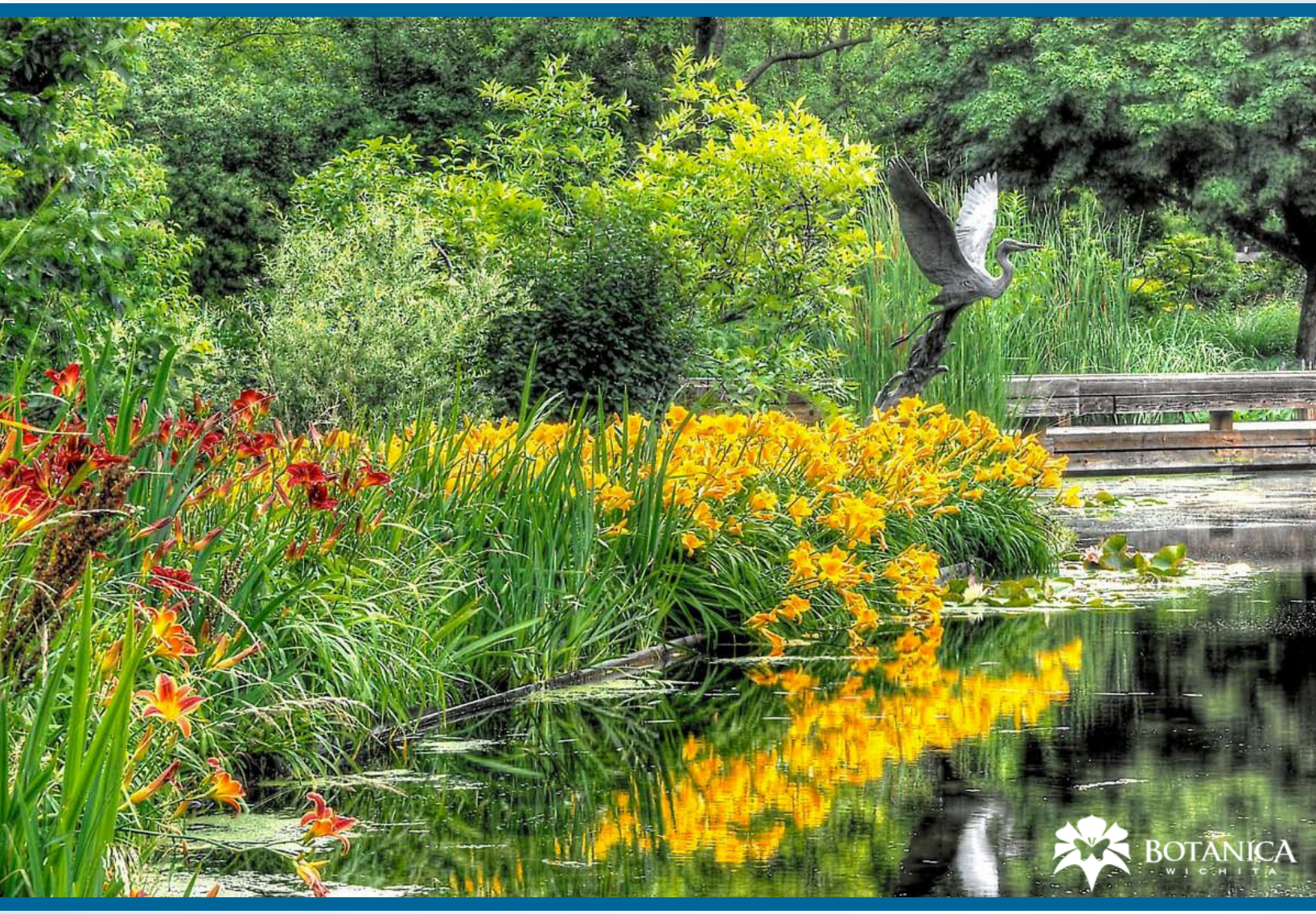
Recommendations/Actions: It is recommended that the City Council receive and file the Wichita Retirement Systems' Comprehensive Annual Financial Report for the fiscal year ended December 31, 2015.

Attachments: Wichita Retirement Systems, *Comprehensive Annual Financial Report* for the fiscal year ended December 31, 2015.

2015

Comprehensive Annual Financial Report

Fiscal Year Ended December 31, 2015



WICHITA RETIREMENT SYSTEMS

POLICE AND FIRE RETIREMENT SYSTEM OF WICHITA, KANSAS
WICHITA EMPLOYEES' RETIREMENT SYSTEM
WICHITA EMPLOYEES' RETIREMENT SYSTEM PLAN 3B

Pension Trust Funds of the City of Wichita, Kansas

Pension Trust Funds of
the City of Wichita, Kansas

Comprehensive Annual Financial Report

For the Year Ended December 31, 2015

CITY OF WICHITA

WICHITA RETIREMENT SYSTEMS

Police and Fire Retirement System of Wichita, Kansas

Wichita Employees' Retirement System

Wichita Employees' Retirement System Plan 3b

Prepared by the Pension Management Office

Department of Finance

455 N. Main Street, 12th floor

Wichita, Kansas 67202

(316) 268-4544

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CITY OF WICHITA

WICHITA RETIREMENT SYSTEMS

COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the year ended December 31, 2015

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WICHITA RETIREMENT SYSTEMS

COMPREHENSIVE ANNUAL FINANCIAL REPORT
For the year ended December 31, 2015

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WICHITA RETIREMENT SYSTEMS

COMPREHENSIVE ANNUAL FINANCIAL REPORT
For the year ended December 31, 2015

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CITY OF WICHITA

INTRODUCTORY SECTION

Department of Finance
Pension Management
City Hall – Twelfth Floor
455 North Main
Wichita, Kansas 67202

June 27, 2016

The Honorable Mayor and City Council
Police and Fire Retirement System of Wichita Board of Trustees
Wichita Employees' Retirement System Board of Trustees

We are pleased to submit the Comprehensive Annual Financial Report (CAFR) of the Wichita Retirement Systems ("WRS" or "Systems"); a single employer retirement system comprised of the Police and Fire Retirement System of Wichita, Kansas (PFRS), the Wichita Employees' Retirement System and the Wichita Employees' Plan 3b (WERS) for the year ended December 31, 2015. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the Systems.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Kansas statutes require an annual audit of all funds of the City by independent certified public accountants. The certified public accounting firm of Allen, Gibbs & Houlik, L.C. issued an unmodified opinion on the financial statements of the Wichita Retirement Systems for the year ended December 31, 2015. The independent auditor's report begins on page A-1 in the Financial Section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview and analysis of the financial statements. This transmittal letter is designed to complement the MD&A and should be read in conjunction with it.

Plan History

The WERS was established in 1948 to provide pension benefits to all civilian employees, their surviving spouses and beneficiaries. The PFRS was established in 1965 to provide pension benefits to commissioned police and fire officers, their surviving spouses and beneficiaries. All full-time employees of the City of Wichita participate in one of these two Systems.

In October 1999, the assets of the WRS were combined into a single fund for investment purposes. Then, in October 2000, assets of WERS Plan 3 were separated from the combined WERS and PFRS funds for investment, custodial and participant record keeping purposes. Finally, in January 2004, WERS Plan 3 assets were liquidated and the proceeds were reinvested with the other assets of the WRS, which resulted in a combined single fund for investment purposes.

Plan Governance

A sixteen-member Board of Trustees oversees the PFRS. The members include the City Manager or the City Manager's designee, the Police Chief, the Fire Chief, three fire officers and three police officers elected by PFRS members of their respective departments and seven members appointed by the City Council. A separate sixteen-member Board of Trustees oversees the WERS. The members include the City Manager or the City Manager's designee, the City Manager's appointee, seven members elected by WERS members and seven members appointed by the City Council. The Joint Investment Committee (JIC) is comprised of the President of each Board, two elected members from each Board, two City Council appointees from each Board and a City Manager's designee. The City Manager appoints a Pension Manager who manages staff to carry out the daily operations of the Retirement Systems.

System Funding and Financial Position

Funding is the process of setting aside resources for current and future use for the WRS defined benefit plans. The objective of the WRS is to meet funding requirements through contributions, expressed as a percent of active member payroll, which will remain approximately level from year to year and will not require significant increases in contribution rates effecting future generations of citizens in the absence of plan benefit improvements.

The annual actuarial valuations prepared by the WRS' actuary, Cavanaugh Macdonald Consulting, LLC, provide an indicator of the funded status of the Systems. As of December 31, 2015, the funded ratio of the PFRS was 94.7 percent and the funded ratio of the WERS was 93.8 percent. The funded ratio is the ratio of actuarial assets to actuarial 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 the actuarial value of assets at the same date is referred to as the unfunded actuarial liability (UAL), or surplus if the asset value exceeds the actuarial liability. The Systems' unfunded actuarial liability (or surplus) is amortized over a 20-year rolling period.

The funded ratios for the PFRS and WERS decreased by 0.4 and 1.1 percentage points, respectively. The funded ratio has declined over this period due to various reasons, including assumption changes and more significantly, investment experience. In 2015, employer contributions for the PFRS decreased from 22.4 percent to 21.3 percent of annual covered payroll and employer contributions for the WERS decreased from 13.2 percent to 12.2 percent of annual covered payroll. Additional information regarding the financial condition and funding status of the pension trust funds can be found in the Financial and Actuarial Sections of this report.

Investments

The WERS Board of Trustees' investment authority is found in the City of Wichita's Municipal Code, Section 2.28.090. Investment authority for the PFRS Board of Trustees is contained in Section 12 of Charter Ordinance 215.

As of December 31, 2015, the fiduciary net position was $1.14 billion, a decrease of 3.7 percent from the December 31, 2014 Plan net position of $1.18 billion. The investment return for the WRS' combined investment portfolio was 0.21 percent for the year ended December 31, 2015, outperforming the WRS' investment target benchmark return of (0.65) percent for the same period. The investment return over the past five-year period was 7.85 percent, outperforming the benchmark return of 6.67 percent and the Systems' long-term actuarial target of 7.75 percent.

The WERS and PFRS Boards of Trustees have established an overall strategic asset allocation policy based upon the financial needs of the joint fund and the Boards' tolerance for volatility, or risk. The Boards utilize external investment managers providing both passive and active strategies. The portfolio is broadly diversified among equities, debt securities, real estate and timber, with additional diversification achieved in equities through domestic and international allocations. With the assistance of the Systems' financial consultant, Callan Associates, Inc. and Pension Management staff, the Trustees continue to monitor the investment program and review the policy for future changes to the asset allocation, manager allocations and possible additional investment types. For more information on investment strategies and policies, safeguards on investments and a comparative analysis of investment results over time, please refer to the Investment Section of this report beginning on page B-1.

Major Initiatives and Significant Actions

Strategic Plan and Investment Policy Changes: During 2015, a new domestic equity small-cap growth manager, Peregrine Capital Management, Inc., was selected to replace Voya due to investment team changes. The Boards eliminated the large-cap concentrated fund, Institutional Capital, LLC (ICAP), due to an overlap of large-cap managers. Lastly, the Boards added Standish, a global fixed income manager, to the Fund's fixed income structure. The overall allocation to these asset classes remains relatively consistent as compared to 2014.

Asset-Liability Study: The JIC is currently undertaking an Asset-Liability Study and is in the final stages of determining whether asset classes will be added, removed or changed from the existing asset mix. The Boards' financial consultant is assisting with asset modeling to define appropriate capital market and liability assumptions to create asset mix alternatives that help simulate financial conditions, define risk tolerance and identify the appropriate target mix for the portfolio. A final review of the asset-liability results to determine the appropriate asset allocation will be completed in 2016.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Wichita Retirement Systems (WRS) for its comprehensive annual financial report for the fiscal year ended December 31, 2014. This was the sixteenth consecutive year that the Systems have achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The System believes that this current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and it will be submitted to the GFOA to determine its eligibility for another certificate.

In addition, the Wichita Retirement System also received the Public Pension Coordinating Council's (PPCC) Public Pension Standards Award for the fiscal year ended December 31, 2015 in recognition of meeting professional standards for pension plan design and administration, as set forth in the Public Pension Standards. This was the thirteenth consecutive year the System obtained this important award. This award is presented by the PPCC, a confederation of the National Association of State Retirement Administrators (NASRA), the National Conference on Public Employee Retirement Systems (NCPERS) and the National Council on Teacher Retirement (NCTR). The System believes that its plan design and administration continued to meet the PPCC award criteria during 2016 and plans to apply for the Public Pension Standards Award.

Acknowledgments

This report was made possible through the combined efforts of Pension Management Staff, the Controller's Office, and the City Treasurer. We wish to express our appreciation to all members of the department as well as other City staff who assisted and contributed to its preparation.

Respectfully submitted,

Shawn Henning
Director of Finance

Pam Beim
Pension Manager

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Wichita Retirement Systems

Kansas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2014

Executive Director/CEO

Public Pension Coordinating Council

Public Pension Standards Award For Funding and Administration 2015

Presented to

Wichita Retirement Systems

In recognition of meeting professional standards for
plan funding and administration as
set forth in the Public Pension Standards.

Presented by the Public Pension Coordinating Council, a confederation of

National Association of State Retirement Administrators (NASRA)
National Conference on Public Employee Retirement Systems (NCPERS)
National Council on Teacher Retirement (NCTR)

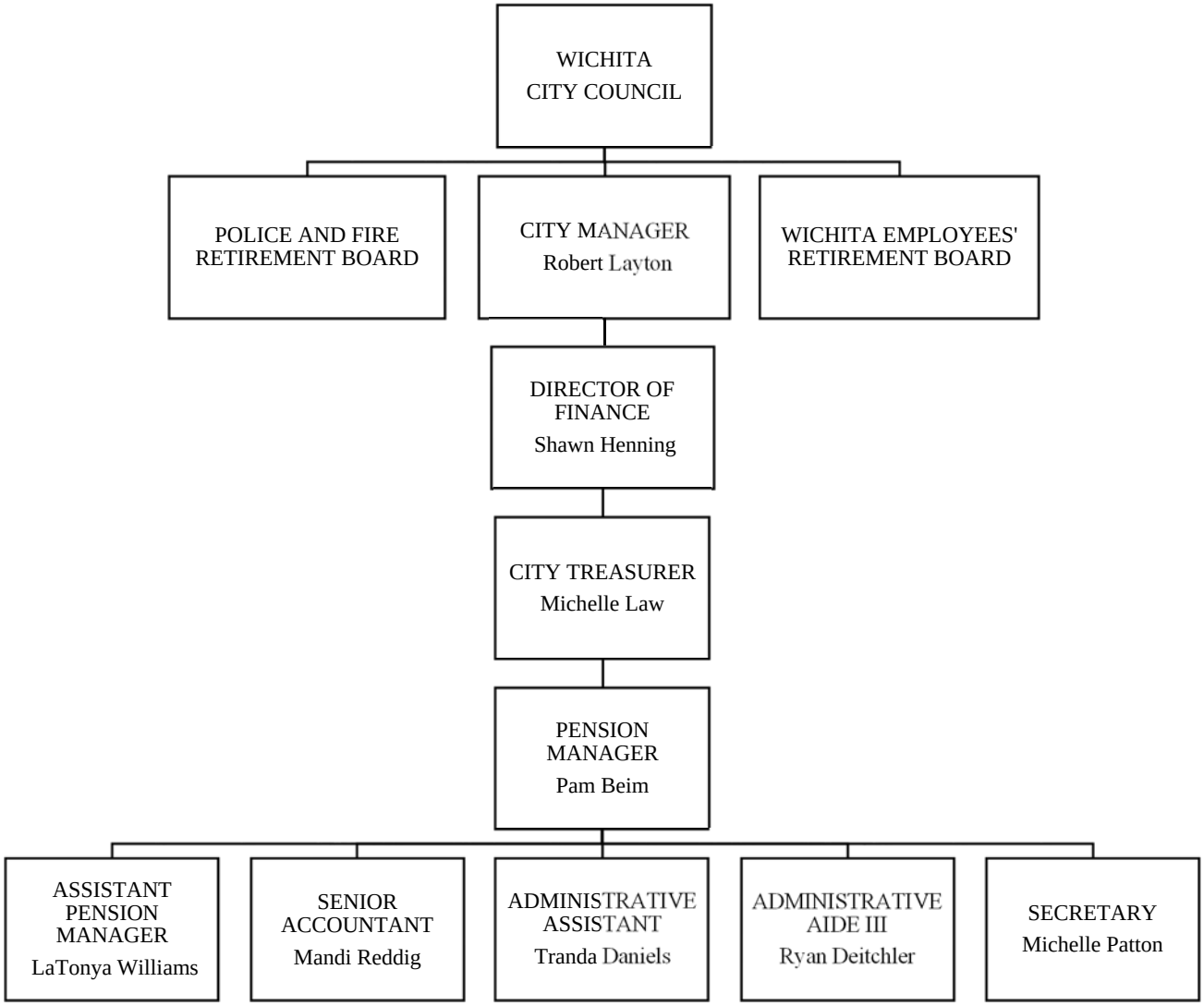
Alan H. Winkle
Program Administrator

WICHITA EMPLOYEES' RETIREMENT SYSTEM
BOARD OF TRUSTEES

Sean Seamster (President)	Elected
Melinda Walker (1st V.P.)	Elected
Mike Hastings (2nd V.P.)	Appointed by Council Member
Troy Arment	Appointed by Council Member
Colleen Didier	Appointed by Council Member
Jane Hammil	Appointed by Council Member
Stephanie Mankins	Appointed by Council Member
Vacant	Appointed by Council Member
Vacant	Appointed by Mayor
Shawn Henning	City Manager Appointee
Jeff Kennedy	City Manager Appointee
Maria Bias	Elected
Mark Hall	Elected
LaDonna Lawrenz	Elected
Mark Manning	Elected
William Perkins	Elected

POLICE AND FIRE RETIREMENT SYSTEM
BOARD OF TRUSTEES

Jason Jones (President)	Fire Elected
Lance Oldridge (1st V.P.)	Police Elected
Merle Bumgarner (2nd V.P.)	Fire Elected
David Cain	Appointed by Council Member
Carolyn Conley	Appointed by Council Member
Robert Decker	Appointed by Council Member
Kenneth Kriz	Appointed by Council Member
Patrick Pruitt	Appointed by Council Member
Vacant	Appointed by Council Member
Paul O’Mara	Appointed by Mayor
Shawn Henning	City Manager Designee
Ronald Blackwell	Fire Chief
Jeremy Spexarth	Fire Elected
Gordon Ramsay	Police Chief
Scott Heimerman	Police Elected
John Ryan	Police Elected


WICHITA
CITY COUNCIL
POLICE AND FIRE RETIREMENT BOARD
CITY MANAGER
Robert Layton
WICHITA EMPLOYEES' RETIREMENT BOARD
DIRECTOR OF FINANCE
Shawn Henning
CITY TREASURER
Michelle Law
PENSION MANAGER
Pam Beim
ASSISTANT PENSION MANAGER
LaTonya Williams
SENIOR ACCOUNTANT
Mandi Reddig
ADMINISTRATIVE ASSISTANT
Tranda Daniels
ADMINISTRATIVE AIDE III
Ryan Deitchler
SECRETARY
Michelle Patton

ACTUARY
Cavanaugh Macdonald Consulting, LLC
3906 Raynor Pkwy, Suite 106
Bellevue, Nebraska 68123

CUSTODY INSTITUTION
State Street Bank and Trust Company
1200 Crown Colony Drive
Quincy, Massachusetts 02169

DEFINED CONTRIBUTION PARTICIPANT ACCOUNTING
Northeast Retirement Services
12 Gill Street, Suite 2600
Woburn, Massachusetts 01801

FINANCIAL CONSULTANT
Callan Associates, Inc.
1660 Wynkoop Street, Suite 950
Denver, Colorado 80202

INDEPENDENT AUDITORS
Allen, Gibbs & Houlik, L.C.
Epic Center, 301 N. Main Street, Suite 1700
Wichita, Kansas 67202

LEGAL SERVICES
City of Wichita, Law Department
455 N. Main, 13th Floor
Wichita, Kansas 67202

LEGAL SERVICES
Ice Miller, L.L.P.
One American Square, Suite 3100
Indianapolis, Indiana 46282

PARTICIPANT EDUCATION
NestEgg Consulting, Inc.
125 N. Market Street, Suite 1050
Wichita, Kansas 67202

A list of professional investment managers and their fees are presented on page B-9. A schedule of brokerage commissions is presented on page B-10.

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CITY OF WICHITA

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

The Boards of Trustees
Wichita Retirement Systems
Wichita, Kansas

Report on the Financial Statements

We have audited the accompanying financial statements of the Wichita Retirement Systems of the City of Wichita, Kansas (the Systems), which comprise the statement of fiduciary net position as of December 31, 2015, and the related statement of changes in fiduciary net position for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Systems' basic financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Systems as of December 31, 2015, and the changes in the Systems' financial position for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 8 to the financial statements, the 2014 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Allen, Gibbs & Houlik, L.C. ■ aghlc.com ▲ aghemployersolutions.com ● aghuniversity.com ■ 316.267.7231 ■ 301 N. Main, Suite 1700 ■ Wichita, KS 67202-4868

Report on Summarized Comparative Information

We have previously audited the Systems' 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 28, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information
Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Systems' basic financial statements. The accompanying supporting schedules on pages A-31 and A-32, and the introductory, investment, actuarial, and statistical sections as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supporting schedules on pages A-31 and A-32 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory, investment, actuarial and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2016 on our consideration of the Systems' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Systems' internal control over financial reporting and compliance.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 27, 2016
Wichita, Kansas

This management discussion and analysis provides an overview and analysis of the Wichita Retirement Systems' (WRS) financial activities and performance for the fiscal year ended December 31, 2015. The management discussion and analysis is presented in conjunction with the transmittal letter at the front of this report and the WRS financial statements, which follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The two basic financial statements of the WRS are the Statement of Fiduciary Net Position and the Statement of Changes in Fiduciary Net Position which may be found on pages A-6 and A-7. The statements are prepared in conformity with accounting principles generally accepted in the United States.

The Statement of Fiduciary Net Position is presented for the pension trust funds as of December 31, 2015, with combined total comparative information at December 31, 2014. The Statement of Fiduciary Net Position presents information on all of the Systems' assets and liabilities, with the difference between the two reported as net position restricted for pensions. The statement is a snapshot of the financial position of the Systems at the close of the fiscal year. The Statement of Changes in Fiduciary Net Position is presented for the pension trust funds for the year ended December 31, 2015, with combined total comparative information for the year ended December 31, 2014. Beginning on page A-8, this statement presents information showing how the Systems' net position changed during the fiscal year. Notes to the Financial Statements provide additional information, which is not included in the statements themselves, but is essential for a full understanding of the financial statements.

Required Supplementary Information consists of schedules and related notes concerning significant actuarial information and assumptions. Beginning on page A-22, these schedules and notes emphasize the long-term nature of pension plans and show the progress of each system in accumulating sufficient assets to pay future benefits.

- The Schedules of Changes in the Employer's Net Pension Liability and Related Ratios presents detailed information about the pension liabilities for which the pension plans' assets are held and managed. The schedules are intended to assist financial statement users in understanding the magnitude of the pension liability and the degree to which net position restricted for pensions is sufficient to cover the liability for each plan.
- The Schedules of Employer Contributions show the amount of actuarially determined required contributions relative to the actual contributions made during the year. These schedules also present covered payroll and contributions as a percentage of covered payroll to provide an economic context for the amounts of contributions reported for each plan.
- The Schedule of Investment Returns shows the money-weighted rate of return on investments, net of investment expense. The money-weighted rate of return is a method for calculating investment performance on pension investments that adjusts for the changing amounts actually invested.

The Supplementary Information includes a Schedule of Administrative Expenses, a Schedule of Investment Expenses and a Schedule of Payments to Consultants Other Than Investment Advisors to show detail of the administrative and investment costs to operate the Systems.

FINANCIAL STATEMENT ANALYSIS

Fiduciary Net Position. Total fiduciary net position decreased by $43.7 million during the 2015 fiscal year. This change primarily consisted of a $52.1 million decrease in cash and investments, mostly due to the net depreciation in the fair value of investment holdings. The investment return was 0.21% for the year ended December 31, 2015. Investment returns by asset class were: domestic equity 0.78%, international equity (1.70%), domestic fixed income 0.49%, real estate 14.74%, timber 7.23% and commodities (25.84%).

As of December 31, 2015, total securities lending obligations increased by $16.5 million, as compared to December 31, 2014. Several factors influence the amount of securities lent at any point in time, including the demand for the securities, the negotiated rebate rate and overall market volatility.

Comparative summary financial statements for the years ended December 31, 2015 and 2014 are presented in the accompanying tables:

Statement of Fiduciary Net Position
As of December 31,

	2015	2014	Increase (Decrease)
ASSETS			
Total cash and investments	$ 1,144,939,614	$ 1,197,077,295	$ (52,137,681)
Total capital assets (net of depreciation)	-	108,066	(108,066)
Total receivables	47,044,463	15,705,048	31,339,415
Investment in securities lending collateral	90,116,534	73,614,900	16,501,634
Total assets	1,282,100,611	1,286,505,309	(4,404,698)
LIABILITIES			
Accounts payable and accrued expenses	1,316,731	2,232,594	(915,863)
Investment purchases pending	49,927,856	26,177,044	23,750,812
Securities lending obligations	90,116,534	73,614,900	16,501,634
Total liabilities	141,361,121	102,024,538	39,336,583
FIDUCIARY NET POSITION	$ 1,140,739,490	$ 1,184,480,771	$ (43,741,281)

Statement of Changes in Fiduciary Net Position
For the year ended December 31,

	2015	2014	Increase (Decrease)
ADDITIONS			
Contributions	$ 31,553,297	$ 32,190,374	$ (637,077)
Net investment income (loss)	(231,071)	59,594,917	(59,825,988)
Reclassifications due to participant conversion	465,171	2,942,734	(2,477,563)
Total additions	31,787,397	94,728,025	(62,940,628)
DEDUCTIONS			
Pension benefits	71,865,169	72,736,422	(871,253)
Pension administration	1,042,093	984,875	57,218
Depreciation	108,066	182,543	(74,477)
Employee contributions refunded	2,048,179	1,965,078	83,101
Reclassifications due to participant conversion	465,171	2,942,734	(2,477,563)
Total deductions	75,528,678	78,811,652	(3,282,974)
Net increase (decrease) in net position	(43,741,281)	15,916,373	(59,657,654)
Fiduciary net position, beginning	1,184,480,771	1,168,564,398	15,916,373
Fiduciary net position, ending	$ 1,140,739,490	$ 1,184,480,771	$ (43,741,281)

Changes in Fiduciary Net Position. Additions to fiduciary net position that are needed to finance Plan benefit obligations come primarily from employer and employee contributions and net earnings on investments. For the year ended December 31, 2015, total additions were $31.8 million, which is a $62.9 million decrease from the 2014 total additions of $94.7 million. Employer and employee contributions remained consistent with amounts reported in 2014. However, net investment income decreased by $59.8 million from the prior year.

Deductions from fiduciary net position are consistent with characteristics of a mature pension system. Pension benefits decreased from $72.7 million in 2014 to $71.9 million in 2015, or approximately $0.9 million or 1.2%. This amount includes DROP and Back DROP payments, which were $4.3 million or 39.9% lower than 2014 levels.

CONTACTING THE WICHITA RETIREMENT SYSTEM

This financial report is designed to provide a general overview of the WRS finances for individuals with such an interest. Additional information is provided within the Notes to the Financial Statements. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Pension Management Office, City of Wichita, 455 N. Main St., 12th Floor Wichita, KS 67202.

WICHITA RETIREMENT SYSTEMS
STATEMENT OF FIDUCIARY NET POSITION

December 31, 2015
(with comparative totals as of December 31, 2014)

	Police and Fire Retirement System	Employees' Retirement System	Employees' Retirement Plan 3b	Totals 2015	Totals 2014
ASSETS					
Cash and temporary investments	$ 423,343	$ 252,776	$ 7,466	$ 683,585	$ 794,368
Receivables:					
Investment sales pending	22,922,738	20,938,286	255,097	44,116,121	12,006,819
Interest and dividends	1,320,468	1,206,153	14,695	2,541,316	2,552,342
Other receivables	212,440	166,875	7,711	387,026	1,145,887
Total receivables	24,455,646	22,311,314	277,503	47,044,463	15,705,048
Investments, at fair value:					
Government short-term investment fund	11,822,344	10,798,868	131,566	22,752,778	35,513,320
Government securities: long-term	21,483,926	19,624,034	94,195	41,202,155	44,528,189
Corporate debt instruments	49,635,345	45,338,348	217,623	95,191,316	92,164,438
Mortgage and asset-backed securities	35,481,178	32,409,525	155,565	68,046,268	77,938,194
Global fixed income	25,227,797	23,043,793	110,609	48,382,199	-
Corporate stocks:					
Domestic equities	181,499,567	165,786,908	795,774	348,082,249	436,503,118
International equities	54,239,245	49,543,682	237,808	104,020,735	101,310,183
Real estate	34,889,761	31,869,308	152,972	66,912,041	64,559,921
Timber	21,084,638	19,259,313	92,445	40,436,396	23,738,993
Value of interest in pooled funds:					
Target date funds	-	-	3,444,100	3,444,100	3,294,383
Commodities	15,657,120	14,301,662	68,648	30,027,430	26,302,992
International fixed income	3,227,261	2,947,874	14,149	6,189,284	7,307,090
High yield fixed income	4,600,530	4,202,256	20,171	8,822,957	8,473,410
U.S. TIPS	17,264,536	15,769,921	75,696	33,110,153	33,597,170
Domestic equities	46,389,362	42,373,373	203,391	88,966,126	96,143,733
International equities	72,052,855	65,815,141	801,846	138,669,842	144,907,793
Securities lending short-term collateral investment pool	46,824,555	42,770,889	521,090	90,116,534	73,614,900
Total investments	641,380,020	585,854,895	7,137,648	1,234,372,563	1,269,897,827
Capital assets:					
Pension software	453,543	842,294	-	1,295,837	1,295,837
Accumulated depreciation	(453,543)	(842,294)	-	(1,295,837)	(1,187,771)
Capital assets net of depreciation	-	-	-	-	108,066
Total assets	666,259,009	608,418,985	7,422,617	1,282,100,611	1,286,505,309
LIABILITIES					
Accounts payable and accrued payroll	608,714	703,955	4,062	1,316,731	2,232,594
Investment purchases pending	25,942,514	23,696,638	288,704	49,927,856	26,177,044
Securities lending obligations	46,824,555	42,770,889	521,090	90,116,534	73,614,900
Total liabilities	73,375,783	67,171,482	813,856	141,361,121	102,024,538
NET POSITION					
Restricted for pensions	$ 592,883,226	$ 541,247,503	$ 6,608,761	$ 1,140,739,490	$ 1,184,480,771

The accompanying notes to the financial statements are an integral part of this statement.

WICHITA RETIREMENT SYSTEMS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

For the year ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Police and Fire Retirement System	Employees' Retirement System	Employees' Retirement Plan 3b	Totals 2015	Totals 2014
ADDITIONS					
Contributions:					
Employer	$ 13,964,379	$ 9,031,463	$ 190,049	$ 23,185,891	$ 24,076,878
Employee	4,603,331	3,574,026	190,049	8,367,406	8,113,496
Total contributions	18,567,710	12,605,489	380,098	31,553,297	32,190,374
Investment income:					
From investing activities:					
Net appreciation (depreciation) in the fair value of investments	(10,461,785)	(9,436,315)	(129,663)	(20,027,763)	34,129,623
Interest	4,647,251	4,292,575	20,320	8,960,146	8,463,163
Dividends	8,630,297	7,944,467	37,275	16,612,039	22,634,307
Commission recapture	13,088	12,045	60	25,193	21,555
Total investing activity income (loss)	2,828,851	2,812,772	(72,008)	5,569,615	65,248,648
Less investment expense	3,150,461	2,944,808	9,469	6,104,738	5,949,536
Net income (loss) from investing activities	(321,610)	(132,036)	(81,477)	(535,123)	59,299,112
From securities lending activities:					
Securities lending income	157,369	144,758	675	302,802	223,665
Less securities lending expense:					
Borrower rebates	(58,149)	(53,632)	(606)	(112,387)	(193,023)
Management fees	57,610	52,974	553	111,137	120,883
Total securities lending expenses	(539)	(658)	(53)	(1,250)	(72,140)
Net income from securities lending activities	157,908	145,416	728	304,052	295,805
Total net investment income (loss)	(163,702)	13,380	(80,749)	(231,071)	59,594,917
Reclassifications due to participant conversion	-	-	465,171	465,171	2,942,734
Total additions	18,404,008	12,618,869	764,520	31,787,397	94,728,025
DEDUCTIONS					
Pension benefits	35,642,640	36,222,529	-	71,865,169	72,736,422
Pension administration	483,193	553,844	5,056	1,042,093	984,875
Depreciation	37,825	70,241	-	108,066	182,543
Employee contributions refunded	448,180	866,874	733,125	2,048,179	1,965,078
Reclassifications due to participant conversion	-	465,171	-	465,171	2,942,734
Total deductions	36,611,838	38,178,659	738,181	75,528,678	78,811,652
Net increase (decrease) in net position	(18,207,830)	(25,559,790)	26,339	(43,741,281)	15,916,373
Net position - beginning, as previously reported	611,091,056	552,232,824	21,156,891	1,184,480,771	1,168,564,398
Prior period adjustment	-	14,574,469	(14,574,469)	-	-
Net position - beginning, restated	611,091,056	566,807,293	6,582,422	1,184,480,771	1,168,564,398
Net position - ending	$ 592,883,226	$ 541,247,503	$ 6,608,761	$ 1,140,739,490	$ 1,184,480,771

The accompanying notes to the financial statements are an integral part of this statement.

1. Summary of Significant Accounting Policies

A. Reporting Entity

The Wichita Employees' Retirement System, the Wichita Employees' Retirement System Plan 3b and the Police and Fire Retirement System of Wichita are reported as pension trust funds of the City of Wichita, Kansas and its component units (the reporting entity). The plans consist of two single-employer defined benefit pension plans and a single-employer defined contribution plan, covering all full-time employees.

The defined benefit plans include the Wichita Employees' Retirement System (WERS) and the Police and Fire Retirement System (PFRS). A separate Board of Trustees administers each System. The single-employer defined contribution plan consists of the Wichita Employees' Retirement System Plan 3b, which is also administered by the Wichita Employees' Retirement System Board of Trustees.

The WERS Board of Trustees is comprised of 16 members, including the City Manager or the City Manager's designee, one employee appointed by the City Manager, seven members appointed by the City Council and seven employees elected by the WERS employee members. The PFRS Board of Trustees is comprised of 16 members, including the City Manager or the City Manager's designee, the Chief of the Police Department, the Chief of the Fire Department, seven members appointed by the City Council, three fire officers elected by PFRS employee members in the Fire Department or the Airport and three police officers elected by PFRS employee members in the Police Department.

B. Measurement Focus and Basis of Accounting

The Wichita Employees' Retirement System, the Wichita Employees' Retirement System Plan 3b and the Police and Fire Retirement System are reported as pension trust funds of the City of Wichita, Kansas in the City's financial statements using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized as revenues in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

C. Investments

Investments are reported at fair value. The System invests in real estate through real estate investment trusts, timber through limited partnerships, commodities, Treasury strips and various asset-backed securities, such as collateralized mortgage obligations and credit card trusts. Short-term investments are reported at cost plus accrued interest, which approximates fair value. Investments traded on national or international exchanges are valued at the last trade price of the day. If no close price exists, then a bid price is used. Mortgages are valued on the basis of future principal and interest payments, and are discounted at prevailing interest rates for similar investments. The fair value of real estate and timber investments are estimated using the net asset value of the shares owned in each fund. Investments that do not have an established market are reported at their estimated fair value.

D. Capital Assets

Capital assets include hardware and software. Capital assets are defined as assets with an initial individual minimum cost of $5,000. Capital assets are valued at historical cost or estimated historical cost (if actual historical cost is not available). The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of an asset are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Capital assets are depreciated using the straight-line method over useful lives of one to thirty-three years for office equipment and seven to twenty years for data processing software.

E. Management of Plan Assets

The Boards of Trustees of the Systems have contractual arrangements with independent money managers for investment of the assets of the Systems. The firms have been granted discretionary authority concerning purchases and sales of investments within guidelines established by City Ordinances and the Strategic Plan and Investment Policies adopted by the Boards of Trustees. The Boards of Trustees of the Systems also

have contractual arrangements with independent firms which monitor the investment decisions of the Systems' investment managers.

F. Estimates

Preparation of financial statements in conformity with GAAP requires making estimates and assumptions that affect: (1) the reported amounts of assets and liabilities, (2) disclosures such as contingencies, and (3) the reported amounts of revenues and expenses included in the financial statements. Actual results could differ from those estimates. Some of the more significant estimates include the valuation of certain investments described in the Notes to the Financial Statements and the actuarial assumptions used in calculating the total pension liability and net pension liability.

G. Prior Year Comparative Information

The basic financial statements include certain prior year comparative information that is summarized in total, but not at the level of detail required for a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Systems' financial statements for the year ended December 31, 2014, from which the summarized information has been derived.

H. Pending Governmental Accounting Standards Board (GASB) Statements

GASB Statement 72, Fair Value Measurement and Application, provides guidance for determining fair value measurements for financial reporting purposes. This Statement requires disclosures to be made about fair value measurements, the level of fair value hierarchy and valuation techniques. It also requires additional disclosures regarding investments for certain entities that calculate net asset value per share (or its equivalent). The requirements of this Statement are effective for financial statements for the Plans' fiscal year ending December 31, 2016.

2. Cash, Investments and Securities Lending

City Ordinance (49-036; Section 2.28.090) authorizes the Wichita Employees' Retirement System and City Charter Ordinance (215; Section 12) authorizes the Police and Fire Retirement System to invest trust fund assets in accordance with the prudent person rule, subject to the following limitations: (1) The proportion of funds invested in corporate preferred and common stock shall not exceed 70%; and (2) the proportion of funds invested in foreign securities shall not exceed 35%. Additionally, the Systems are not permitted to invest directly or indirectly in any:

1. Real estate, except in certain pooled arrangements with the amount of such investment not to exceed 10% of the Fund;
2. Private equity, except in a commingled fund-of-funds vehicle operated by a registered investment advisor or a bank with the amount of such investment not to exceed 10% of the Fund;
3. Timber, except in a commingled fund vehicle operated by a registered investment advisor or a bank. The amount of such investment shall not exceed 10% of the Fund;
4. Mortgages secured by real estate, except insured mortgages under Titles 203, 207, 220 and 221 of the Federal Housing Act;
5. Oil and gas leases or royalties; or
6. Commodities (including, but not limited to, wheat, gold, gasoline, options, or financial futures); provided however, that the restriction on investments contained in this paragraph shall not apply to funds which are invested in a mutual fund, separate account or commingled fund operated by a registered investment advisor or insurance company.

With the exception of the $683,585 held in the City's pooled funds, as of December 31, 2015, all of the deposits and investments of the Wichita Employees' and Police and Fire Retirement Systems are held in a joint investment fund that is invested by outside money managers and are held under a custodial agreement. The Pension Boards have adopted the Strategic Plan and Investment Policies which set forth in detail the asset

allocation for the fund and restrictions applicable to specific investment types to mitigate risk. The policies permit investment in six asset types: domestic equities, international equities, fixed income, real estate, timber and commodities.

The investments of the Wichita Retirement Systems (WRS) on December 31, 2015 are listed in the accompanying table.

Type of Investment	Fair Value
Government short-term investment fund	$ 22,752,778
Government securities: long-term	41,202,155
Corporate debt instruments	95,191,316
Mortgage and asset-backed securities	68,046,268
Global fixed income	48,382,199
Corporate stocks: domestic common	348,082,249
Corporate stocks: international common	104,020,735
Real estate	66,912,041
Timber	40,436,396
Value of interest in pooled funds: target date funds	3,444,100
Value of interest in pooled funds: commodities	30,027,430
Value of interest in pooled funds: international fixed income	6,189,284
Value of interest in pooled funds: high yield fixed income	8,822,957
Value of interest in pooled funds: U.S. TIPS	33,110,153
Value of interest in pooled funds: domestic equities	88,966,126
Value of interest in pooled funds: international equities	138,669,842
Securities lending short-term collateral investment pool	90,116,534
Total investments	$ 1,234,372,563

The pension funds invest in various asset-backed securities such as collateralized mortgage obligations (CMOs) and credit card trusts to maximize yields and reduce the impact of interest rate changes. These securities are based on cash flows from principal and interest payments on the underlying assets. For example, CMOs break up the cash flows from mortgages into categories with defined risk and return characteristics called tranches. The tranches are differentiated by when the principal payments are received from the mortgage pool. Changes in interest and mortgage prepayment rates may affect the amount and timing of cash flows, which would also affect the reported estimated fair values. The pension funds utilize a combination of asset-backed securities, which vary in their degree of volatility. Although considerable variability is inherent in such estimates, management believes the estimated fair values are reasonable estimates.

The pension funds also invest in real estate through real estate investment trusts (REITS).The fair values of these investments are estimated using the net asset value of the Systems' shares owned in each trust. Market conditions have had an impact on the estimated fair value of real estate investments. Restrictions on the availability of real estate financing, as well as economic uncertainties, have affected the volume of purchase and sale transactions. As a result, the estimates and assumptions used in determining the fair values of the real estate investments are inherently subject to uncertainty.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that in the event of a bank failure, the WRS' deposits may not be recovered. On December 31, 2015, the WRS' cash deposits in the amount of $683,585 were included in the City's pooled cash and temporary investments. The WRS' debt securities investments were registered in the name of WRS and were held in the possession of the WRS' custodial bank, State Street. Amounts held in the City's pooled cash and temporary investments were fully collateralized as of December 31, 2015. Additional information about the City's pooled cash and investments is available in the City's separately issued Comprehensive Annual Financial Report, available upon request from the Pension Management Office.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Interest rate risk is managed using the modified duration methodology. Duration is a measure of a fixed income's cash flow using present values, weighted for cash flows as a percentage of the investment's full price. The modified duration methodology estimates the sensitivity of a bond's price to interest rate changes. The WRS manage their exposure to fair value loss arising from increasing interest rates by complying with the following policies:

1. Fixed income managers have full discretion over the issuers selected and may hold any mix of fixed income securities and cash equivalents.

2. Portfolio duration for nominal fixed income managers must not be less than 80% or more than 120% of the duration of the Barclays Capital Aggregate Bond Index, unless the Joint Investment Committee prospectively grants a written exception. As of December 31, 2015, the duration of the Index was 5.68 years, which equated to a minimum and maximum range for each fixed income portfolio of 4.54 years and 6.81 years, respectively.

   Portfolio duration for Treasury Inflation Protected Securities (TIPS) fixed income managers must not be less than 80% or more than 120% of the duration of the Barclays Capital US TIPS Index. As of December 31, 2015, the duration of the Index was 4.86 years, which equated to a minimum and maximum range for each TIPS portfolio of 3.89 years and 5.83 years, respectively. The modified duration of investments on December 31, 2015 is as follows:

Investment Type		Fair Value	Percent of all Fixed Income	Weighted Average Modified Duration
Government securities, long-term	$	41,202,155	12.9%	9.5
Corporate debt instruments, long-term		95,191,316	29.4	5.6
Mortgage and asset-backed securities		68,046,268	21.0	2.9
Global fixed income		48,382,199	14.9	5.8
Actively managed investments		252,821,938	78.2	5.5
Government short-term investment fund		22,752,778	7.0	0.1
Pooled U.S. TIPS fund		33,110,153	10.2	7.6
Pooled international fixed income securities		6,189,284	1.9	4.6
Pooled high yield fixed income securities		8,822,957	2.7	2.7
Total investment in debt securities	$	323,697,108	100.0%	

Credit Risk of Debt Securities: Credit risk is the risk that an issuer of an investment will not fulfill its obligations. The WRS manages exposure to investment credit risk by adhering to the following policies: (1) for active core domestic fixed income investments, at the time of purchase, bonds and preferred stocks must be rated at least "A2/A/A" or higher using the middle rating of Moody's, Standard and Poor's and Fitch after dropping the highest and lowest available ratings. When a rating from only two agencies is available, the lower ("more conservative") rating is used. When a rating from only one agency is available, that rating is used to determine credit quality; and (2) for core-plus domestic fixed income investments, the weighted average credit quality of the portfolio will not fall below "A2/A/A" or equivalent; when determining credit quality, the middle rating of Moody's, Standard and Poor's and Fitch is used after dropping the highest and lowest available ratings. When a rating from only two agencies is available, the lower ("more conservative") rating is used. When a rating from only one agency is available, that rating is used to determine credit quality. Throughout 2015, no securities were purchased that were below the established credit quality minimum in the active core portfolio and the weighted average credit quality of the active core plus portfolio did not fall below the established credit quality rating. The accompanying table shows the debt investments held by the WRS on December 31, 2015 and their respective ratings by Standard and Poor's or an equivalent nationally recognized statistical rating organization.

Quality Rating	Total Debt Securities
AAA	$ 49,107,713
AA+	91,013,806
AA	12,028,696
AA-	11,078,895
A+	10,056,530
A	22,547,280
A-	23,416,034
BBB+	28,846,608
BBB	10,392,034
BBB-	11,826,514
BB+	4,615,787
BB	2,281,547
BB-	5,399,184
B+	4,512,249
B	1,743,856
B-	1,705,395
CCC+	355,405
CCC	1,516,994
CCC-	855,320
D	2,039,408
Not rated	5,605,077
Total credit risk debt securities	300,944,332
Government short-term investment fund*	22,752,776
Total investment in debt securities	$ 323,697,108

* While the government short-term investment fund itself is not rated, the average quality of the holdings of the Government Short-Term Investment Fund on December 31, 2015 was A1P1.

Credit risk for investment derivative instruments results from counterparty risk assumed by the WRS. This is essentially the risk that the counterparty to a WRS' transaction will be unable to meet its obligation. Information regarding the WRS' credit risk related to derivatives is found in the derivatives disclosures that follow.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss that may be attributed to the magnitude of an entity's investment with a single issuer. The WRS' investment in debt securities had no single issuer of investments that represented 5% or more of the plan assets, with exception of investments issued or implicitly guaranteed by the U.S. government and investments in mutual funds, as delineated in the WRS' investment policy.

Rate of Return: The annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 0.63% for the year ended December 31, 2015. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for changing amounts actually invested.

Derivatives: Investment derivative instruments are financial contracts for which the value of the contract is dependent on the values of one or more underlying asset, reference rate or financial index. They include futures contracts, swap contracts, options contracts, rights and forward foreign currency exchanges. While the WRS has no formal policy specific to investment derivatives, the WRS, through its external investment managers, held a variety of these instruments as of December 31, 2015. The WRS enters into these investment derivative instruments primarily to enhance the performance, reduce the volatility of its investment portfolio and to manage interest rate risk. The investment derivative instruments held by the WRS on and during the year ended December 31, 2015 are shown in the accompanying table. The notional values associated with these derivative instruments are generally not recorded in the financial statements; however, the exposure amounts on these instruments are included in the fair value of investments in the Statement of Fiduciary Net Position and the total changes in fair value for the year are included as investment income (loss) in the Statement of Changes in Fiduciary Net Position.

The fair value of derivative investments is based on the exchanges when available. When an exchange is not available, estimated fair values are determined in good faith by using information from J.P. Morgan traders and other market participants, including methods and assumptions considering market conditions and risks existing at the date of the Statement of Fiduciary Net Position. Such methods and assumptions incorporate standard valuation conventions and techniques, such as discounted cash flow analysis and option pricing models. All methods utilized to estimate fair values result only in general approximations of value.

Classification and Type	Change in Fair Value	Notional Value	Exposure/ Fair Value	Counterparty (Counterparty Rating)
Investment revenue:				
Fixed income futures long	$ 231,265	$ 30,112,584	$ -	
Fixed income futures short	124,243	(62,647,420)	-	
Foreign currency futures short	48,319	(375,000)	-	
Foreign currency options written	57,388	-	-	
Futures options written	425,500	(610,500)	(37,297)	
FX forwards	211,257	6,271,933	115,655	Citibank N.A. (A)
FX forwards	81,911	3,906,931	99,742	Barclays Bank PLC Wholesale (A)
FX forwards	749,999	12,389,124	122,970	Deutsche Bank AG (A)
Pay fixed interest rate swaps	259,989	12,168,000	36,001	Goldman Sachs CME (A-)
Investment loss:				
Credit default swap written	(2,932)	560,000	(1,060)	
Fixed income options bought	(5,029)	2,210,000	643	
Foreign currency options bought	(15,652)	-	-	
Futures options bought	(194,889)	604,500	105,461	
FX forwards	(84,310)	626,732	(3,146)	Bank of America N.A. (A)
FX forwards	(15,851)	16,065,484	(10,880)	Goldman Sachs Bank USA (A)
FX forwards	(49,999)	1,262,248	(22,180)	JP Morgan Chase Bank (A+)
FX forwards	(17,156)	245,275	(17,156)	Credit Suisse International (A)
FX forwards	(11,378)	-	-	Standard Chartered Bank (A+)
Rights	(49)	-	-	
	$1,792,626	$22,789,891	$ 388,753	

Foreign Currency Risk: Currency risk arises due to foreign exchange rate fluctuations. The WRS' investment policies manage the exposure to foreign currency risk by allowing international securities investment managers to enter into forward exchange or future contracts on foreign currency provided such contracts have a maturity of less than one year. Currency contracts are only to be utilized for the settlement of securities transactions and defensive hedging of currency positions. The WRS' exposure to foreign currency risk on December 31, 2015 is presented in the accompanying table.

Currency	Cash and cash equivalents	Debt Securities	Equities
Australian dollar	$ 3,065	$ 3,764,423	$ 6,337,629
Canadian dollar	4,316	3,441,967	-
Danish krone	-	-	1,830,259
Euro	228,088	16,715,515	33,089,730
Hong Kong dollar	6	-	3,772,189
Japanese yen	16,884	-	24,178,831
Mexican peso	63,556	1,845,056	-
New Zealand dollar	-	200,164	825,056
Norwegian krone	-	-	1,129,436
Polish zloty	18,024	-	-
Pound sterling	-	2,034,097	20,798,532
Singapore dollar	-	644,579	1,041,558
Swedish krona	13,204	327,756	954,438
Swiss franc	59,813	-	10,003,512
Yuan renminbi	-	378,638	-
International mutual funds (various currencies)	-	6,189,284	-
Total subject to foreign currency risk	$ 406,956	$ 35,541,479	$ 103,961,170

All forward foreign currency contracts are carried at fair value by the WRS. As of December 31, 2015, the Systems held forward currency contracts with an unrealized gain of $388,753. If held, sales of forward currency contracts are receivables and are reported as investment sales pending in the financial statements.

Securities Lending Transactions: Policies of the Board of Trustees for the Wichita Employees' Retirement and Police and Fire Retirement Systems permit the lending of securities to broker-dealers and other entities (borrowers) with a simultaneous agreement to return the collateral for the same securities in the future. The WRS' custodial bank, State Street, is the lending agent for the Systems' domestic securities for initial collateral of 102% of the fair value of the loaned securities, international equity securities for initial collateral of 105% of the fair value of such securities and the initial collateral received for loans of United Kingdom (UK) Gilts shall have a value of at least 102.5% of the fair value of such UK Gilts. Collateral may consist of cash (U.S. and foreign currency), securities issued or guaranteed by the U.S. government or its agencies or instrumentalities, irrevocable bank letters of credit issued by a person other than the securities borrower or affiliate, if determined appropriate by the agent under the securities lending programs it administers and such other collateral as the parties may agree to in writing.

The collateral securities cannot be pledged or sold by the WRS unless the borrower defaults. The lending agent shall require additional collateral from the borrower whenever the value of loaned securities exceeds the value of the collateral in the agent's possession, so that collateral always equals or exceeds 100% of the fair value of the loaned securities. Contracts with the lending agent require them to indemnify the WRS, if the borrowers fail to return the securities (and if the collateral is inadequate to replace the securities lent) or fail to pay the WRS for income distributions by the securities' issuers while the securities are on loan.

At year-end, the WRS had no credit risk exposure to borrowers because the amounts the WRS owes the borrowers exceeded the amounts the borrowers owed the Systems. All securities loans, whether domestic or international, are open loans and can be terminated on demand by either the system or the borrower. At year-end, loaned securities were secured with cash collateral, securities collateral or letters of credit. The amount shown on the Statement of Fiduciary Net Position only reflects transactions where cash collateral was received. Cash collateral is invested in the lending agent's short-term investment pool, which at year-end had a weighted average maturity of 31.46 days. The relationship between the maturities of the investment pool and the Wichita Retirement Systems' loans is affected by the maturities of the securities loans made by other entities that use the agent's pool, which the Wichita Retirement Systems cannot determine. Also, since securities loans are terminable at will, the duration of the securities loans do not generally match the duration of the investments made with the cash collateral received from the borrower.

Custodial Credit Risk Related to Securities Lending: Custodial credit risk for lent securities is the risk that, in the event of the failure of the counterparty, the WRS will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. Consistent with the WRS' securities lending policy, $90,116,534 was held by the counterparty acting as the WRS' agent in securities lending transactions on December 31, 2015.

Other Risk Information: Recent market conditions have resulted in an unusually high degree of volatility and increased risks associated with certain investments held by the City, the Wichita Employees' Retirement System and the Police and Fire Retirement System. As a result, it is at least reasonably possible that changes in the fair values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the financial statements. In addition, declines in the fair values of Plan assets could ultimately affect the funded status of the Plans. The ultimate impact on the funded status will be determined based upon market conditions in effect when the annual valuation is performed.

3. Capital Assets

Capital asset activity for the year ended December 31, 2015 is presented in the following table (expressed in thousands of dollars).

	Beginning Balance	Increases	Ending Balance
Pension administration hardware and software	$ 1,296	$ -	$ 1,296
Less accumulated depreciation	(1,188)	(108)	(1,296)
Capital assets, net	$ 108	$ (108)	$ -

4. Wichita Employees' Retirement System

Plan Description: The Wichita Employees' Retirement System (WERS) was established to provide retirement and survivor annuities, disability benefits, death benefits and other benefits for all regular full-time civilian employees of the reporting entity and their dependents. Plan 1 was established by City Ordinance on January 1, 1948 and became closed to new entrants as of July 19, 1981. With the initiation of Plan 2, which was established by City Ordinance on July 18, 1981, all covered employees of Plan 1 were given the option of converting to the new plan. Plan 2 was closed to new entrants with the establishment of Plan 3 by City Ordinance, effective January 1, 1994.

Plan 3 was established by City Ordinance on April 9, 1993 and amended on February 8, 2000. The reporting entity's contributions and earnings for each employee are 25% vested after three years of service, 50% vested after five years and are fully vested after seven years of service. Upon completion of seven years of service, employees participating in Plan 3 automatically convert to participation in Plan 2 unless they make an irrevocable

election to convert to Plan 3b, a defined contribution plan, within 90 days thereafter. Establishment of and amendments to the benefit provisions for the WERS are authorized by the City Council.

Benefits Provided: The primary benefits provided are retirement benefits. However, the system also provides ancillary benefits in the event of pre-retirement death, disability or termination of employment prior to meeting the eligibility requirements to retire.

Plan 1 members are eligible to retire at age 60 with seven years of actual service or at any age with 30 years of creditable service. Plan 2 members may retire at age 62 with seven years of actual service. Benefits for Plan 1 members are calculated using Final Average Salary (FAS), which is the member's compensation for the three highest consecutive years of service within the last 10 years, multiplied by the total years of creditable service and a factor of 2.5%, subject to a maximum of 75% of the FAS. Benefits for Plan 2 members are the same as Plan 1 except they are calculated using a factor of 2.25% instead of 2.5%. Benefits vest with seven years of actual service. The calculation is reduced with early retirement.

When a Plan 1 member has been retired for 12 months, they will receive an annual post-retirement adjustment of 3% of the original base amount of the benefit. The annual post-retirement adjustment for Plan 2 members is 2%.

As of December 31, 2015, the WERS plan membership consisted of the following:

Member Category	Plan 1	Plan 2	Plan 3	Total
Inactive employees or beneficiaries currently receiving benefits	750	630	-	1,380
Inactive employees entitled to but not yet receiving benefits	-	142	-	142
Active employees	5	988	539	1,532
Total membership	755	1,760	539	3,054

Deferred Retirement Option Plan (DROP) Provision: The benefit structure of the Wichita Employees' Retirement System includes a Deferred Retirement Option Plan (DROP). Both Plan 1 and Plan 2 provide a DROP provision. Members must be eligible to receive a service retirement benefit as of the DROP retirement date to participate in the DROP. The DROP period is one to sixty months. The monthly benefit amount is computed as of the DROP election date based on the final average salary and years of service as of that date. The benefit is paid into the member's notional DROP account during the deferral or DROP period. The member and City both continue to make the required contributions during the deferral period. These contributions are not credited to the member's DROP account, but are credited to general Plan assets to improve the System's funding. Interest at an annual rate of 5.0%, compounded monthly, is credited to the notional DROP account. Voluntary termination of employment during the DROP period results in loss of accrued interest. When the member terminates employment, the balance of the DROP account is paid as a lump sum and future monthly benefits are paid to the member. The balance of the notional DROP accounts as of December 31, 2015 is $3,658,156.

Funding Policy: The contribution requirements of plan members and the reporting entity are established by City Ordinance and may be amended by the governing body. Members of Plan 1 and 2 are required to contribute 6.4% and 4.7% of covered salaries, respectively. Members of Plan 3 are required to contribute 4.7% of covered salaries. From its various operating funds, the City is required to contribute at an actuarially determined rate; the rate for 2015 was 12.2% of annual covered payroll for Plans 1, 2 and 3 (excluding compensation attributable to members who have made an irrevocable election to remain in the defined contribution plan after fully vesting at seven years of service). The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded liability. The City may provide for pension expenses by levying ad valorem property taxes each year in the amount necessary to meet its obligation as determined by the WERS consulting actuary. For the year ended December 31, 2015, WERS received $9,031,463 in contributions from the employer for Plans 1, 2 and 3.

Actuarial Assumptions: A summary of the actuarial assumptions and other inputs used in measuring the total pension liability are presented in the accompanying table. The actuarial assumptions used in the December 31, 2015 valuation were based on the results of the most recent experience study, which covered the five-year period ending December 31, 2013. The experience report is dated July 15, 2014.

Price inflation	3.25%
Wage inflation	4.00%
Salary increases, including wage inflation	4.25% - 7.20%
Long-term rate of return, net of investment expense, including price inflation	7.90%
Pre-retirement mortality rates	based on the RP-2000 Employee Table (ages set forward 2 years for males, 0 for females) with adjustments for mortality improvements based on Scale AA.
Post-retirement mortality rates	based on the RP-2000 Healthy Annuitant Table (ages set forward 2 years for males, 0 for females) with adjustments for mortality improvements based on Scale AA.
Disabled mortality rates	based on the RP-2000 Disabled Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.

Actuarial Rate of Return Assumption: The long-term expected rate of return on pension plan investments is reviewed as part of the regular experience study prepared for the system. Several factors are considered in evaluating the long-term rate of return assumption, including long term historical data, estimates inherent in current market data, and an analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation), along with estimates of variability and correlations for each asset class. These ranges were combined to develop the long-term expected rate of return by weighting the expected future real rates of return the target asset allocation percentage and then adding expected inflation. The long-term rate of return assumption is intended to be a long-term assumption (30 to 50 years) and is not expected to change absent a significant change in the asset allocation, a change in the inflation assumption, or a fundamental change in the market that alters expected returns in future years. The target asset allocation and best-estimates of geometric real rates of return (net of 2.25% inflation assumption) for each major asset class are summarized in the accompanying table.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return*
Broad US equity	40%	5.10%
Broad international	22%	5.30%
Broad US fixed income	22%	0.75%
TIPS	3%	0.75%
Real estate	5%	3.75%
Timber	5%	4.25%
Commodities	3%	0.50%
Total	100%	

*Geometric mean, net of investment expenses

Discount Rate: The fiduciary net position is not projected to become depleted; therefore, a Municipal Bond Index Rate was not used in the determination of the Single Equivalent Interest Rate (SEIR) for either the December 31, 2015 or the December 31, 2014 valuations. Thus, the discount rate, or the SEIR, is equal to the long-term assumed rate of return on investments, as determined in the last experience study. The discount rate used to measure the total pension liability as of the December 31, 2015 valuation is 7.90% which is slightly higher than the previous valuation's discount rate of 7.75%. The increase in the discount rate for the current valuation is due to the long-term rate of return of 7.75% being net of both investment and administrative expenses in the prior valuation; whereas, the discount rate in the current valuation is only net of investment expenses. The change in the calculation was made to use a long-term rate of return that is more consistent with the requirements of GASB Statement No. 67.

The projection of cash flows used to determine the discount rate assumed that the employee contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the employee rate. Projected future benefit payments

for all current plan members were projected through 2115. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Net Pension Liability of the City: The components of net pension liability as of December 31, 2015, are shown in the accompanying table. Actuarial valuation of an ongoing plan involves estimates of reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The total pension liability was determined by an actuarial valuation as of December 31, 2015. A Schedule of Changes in the Employer's Net Pension Liability and Related Ratios is presented in the required supplementary information of this report (page A-22).

Total Pension Liability (TPL)	$ 596.977,187
Less: Fiduciary Net Position (FNP)	(541,247,503)
Net Pension Liability (NPL)	$ 55,729,684
Ratio of FNP to TPL	90.66%

Sensitivity Analysis: The accompanying table presents the net pension liability of the City using the discount rate of 7.90%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1.0% lower (6.90%) or 1.0% higher (8.90%) than the current rate.

	Rate	City's Net Pension Liability
1.0% decrease	6.90%	$ 121,349,535
Current rate	7.90%	55,729,684
1.0% increase	8.90%	35,893

5. Wichita Employees' Retirement System Plan 3b

The City contributes to Wichita Employees' Retirement System Plan 3, a defined contribution pension plan, for all of its full-time civilian employees hired or rehired on or after January 1, 1994. Benefits depend solely on amounts contributed to the plan plus investment earnings.

Plan 3, established by City Ordinance on April 9, 1993 and amended on February 8, 2000, requires that both the employee and the reporting entity contribute an amount equal to 4.7% of covered salaries. The reporting entity's contributions and earnings for each employee are 25% vested after three years of service, 50% vested after five years and are fully vested after seven years of service.

The employees participating in the Plan will be converted to WERS Plan 2, a defined benefit plan, unless they make an irrevocable election to remain in the defined contribution plan within 90 days of becoming vested. If an employee converts to Plan 2, the employee's Plan 3 account balance becomes part of WERS assets available to pay future benefits of WERS defined benefit plan members. For this reason, Plan 3 members who have not made an irrevocable election to remain in the defined contribution plan are reported with the WERS defined benefit plan. Fully vested Plan 3 members who elect to remain in the defined contribution plan are referred to as Plan 3b members and are reported as a separate plan on the combining financial statements beginning on page A-6.

Fully vested employees who elect to continue participation in Plan 3b may contribute additional amounts into the plan as permitted by the rules of the Internal Revenue Code in effect at the time of the contribution. Contributions of the reporting entity and earnings forfeited by employees who leave employment before seven years of service are used to reduce the reporting entity's contribution requirements. Benefit terms, including contribution requirements, are established and may be amended by the City Council. For the year ending December 31, 2015, employee and employer contributions to Plan 3b totaled $190,049 and $190,049, respectively. As of December 31, 2015, there were 94 members covered under the defined contribution Plan 3b.

6. Police and Fire Retirement System of Wichita

Plan Description: The Police and Fire Retirement System (PFRS) consists of three plans: Plan A, Plan B and Plan C-79. The plans were established to provide retirement and survivor annuities, disability benefits death benefits and other benefits for Police and Fire Officers of the reporting entity and their dependents. All full-time

active "commissioned" Police and Fire department personnel are required to participate in the plans. Plans A and B were established by City Ordinance on January 1, 1965 and Plan C-79 was established January 1, 1979 by City Ordinance. Plan B was closed to new entrants as of January 1, 1965 and Plan A was closed to new entrants as of December 31, 1978. Establishment of and amendments to the benefit provisions for the PFRS are authorized by the City Council.

Benefits Provided: The primary benefits provided are retirement benefits. However, the system also provides ancillary benefits in the event of pre-retirement death, disability or termination of employment prior to meeting the eligibility requirements to retire.

Plan A and Plan B members are eligible to retire at 20 years of actual service regardless of age. Plan C members are eligible to retire at 30 years of creditable service regardless of age, 20 years of actual service and age 50 or 10 years of actual service and age 55. Benefits are calculated using Final Average Salary (FAS), which is the member's compensation for the three highest consecutive years of service within the last 10 years, multiplied by the total years of creditable service and a factor of 2.5%, subject to a maximum of 75% of the FAS. Benefits vest after 10 years of service.

When a member has been retired for 36 months, they will receive an annual post-retirement adjustment to their benefit of 2% of the original base amount of the benefit.

As of December 31, 2015, the PFRS defined benefit plan membership consisted of the following:

Member Category	Plan A	Plan B	Plan C-79	Total
Inactive employees or beneficiaries currently receiving benefits	448	221	320	989
Inactive employees entitled to but not yet receiving benefits	-	-	37	37
Active employees	5	-	1,045	1,050
Total membership	453	221	1,402	2,076

Backward Deferred Retirement Option Plan (DROP) Provision: The benefit structure of the Wichita Police and Fire Retirement System includes a Backward Deferred Retirement Option Plan (DROP). The Backward DROP is available to Plan A and Plan C-79 members. Members must be eligible to receive a service retirement benefit as of the Backward DROP retirement date. The DROP period is one to sixty months. The DROP period is the time between the Backward DROP retirement date and the date the employee terminates service. The retirement benefit is calculated as of the day prior to the Backward DROP retirement date. The employee's monthly retirement benefits (for the DROP period) plus applicable post retirement adjustments and interest at an annual rate of 5.0%, compounded monthly, is payable upon the employee's termination of service. When the member terminates employment, the balance of the DROP account is paid as a lump sum and the member begins to receive monthly retirement benefits on the month following termination of service.

Funding Policy: The contribution requirements of plan members and the reporting entity are established by City Ordinance and may be amended by the governing body. PFRS members are required to contribute 6% to 8% of covered salaries. From its various operating funds, the City is required to contribute at an actuarially determined rate; the rate for 2015 was 21.3% of annual covered payroll. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded liability. The City may provide for pension expenses by levying ad valorem property taxes each year in the amount necessary to meet its obligation as determined by the PFRS consulting actuary. For the year ended December 31, 2015, WRS received $13,964,379 in contributions from the employer.

Actuarial Assumptions: A summary of the actuarial assumptions and other inputs used in measuring the total pension liability are presented in the table on the following page. The actuarial assumptions used in the December 31, 2015 valuation were based on the results of the most recent experience study, which covered the five-year period ending December 31, 2013. The experience report is dated July 15, 2014.

Price inflation	3.25%
Wage inflation	4.00%
Salary increases, including wage inflation	5.00% - 6.75%
Long-term rate of return, net of investment expense, including price inflation	7.90%
Pre-retirement mortality rates	based on the RP-2000 Employee Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.
Post-retirement mortality rates	based on the RP-2000 Healthy Annuitant Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.
Disabled mortality rates	based on the RP-2000 Disabled Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.

Actuarial Rate of Return Assumption and Discount Rate: Information about the actuarial rate of return assumption and the discount rate is disclosed in Note 4 - Wichita Employees' Retirement System. Because the assets of the plans are pooled for investment purposes, the assumptions for the Police and Fire Retirement System are identical to those of the Wichita Employees' Retirement System.

Net Pension Liability of the City: The components of net pension liability as of December 31, 2015, are shown in the accompanying table. Actuarial valuation of an ongoing plan involves estimates of reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The total pension liability was determined by an actuarial valuation as of December 31, 2015. A Schedule of Changes in the Employer's Net Pension Liability and Related Ratios is presented in the required supplementary information of this report (page A-24).

Total Pension Liability (TPL)	$ 644,264,654
Less: Fiduciary Net Position (FNP)	(592,883,226)
Net Pension Liability (NPL)	$ 51,381,428
Ratio of FNP to TPL	92.02%

Sensitivity Analysis: The accompanying table presents the net pension liability of the City using the discount rate of 7.90%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1.0% lower (6.90%) or 1.0% higher (8.90%) than the current rate.

	Rate	City's Net Pension Liability
1.0% decrease	6.90%	$ 129,995,609
Current rate	7.90%	51,381,428
1.0% increase	8.90%	(14,009,929)

7. Insurance

The WRS participate in the City of Wichita's self insurance fund programs for workers' compensation, group life insurance, employee liability, property damage, auto liability and general liability. There were no settlements in excess of insurance coverage in any of the three most recent fiscal years. Additional information, including a general description of each program, can be found in the Comprehensive Annual Financial Report issued by the City of Wichita.

8. Prior Period Adjustment

Evaluation of Governmental Accounting Standard 67 resulted in the reclassification of beginning net position attributable to members of Plan 3 who have not made an irrevocable election to remain in the defined contribution plan. Non-vested Plan 3 members were previously reported together with vested members of the defined contribution plan (Plan 3b). However, because those members have the opportunity to move into the defined benefit plan (Plan 2) upon vesting at seven years of service, contributions and earnings accumulated for those members will be available to pay the benefits of any of the defined benefit members. Therefore, a prior period adjustment of $14,574,469 was made to reclassify the net position attributable to Plan 3 members from the defined contribution plan (Plan 3b) to the Wichita Employees' Retirement System.

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CITY OF WICHITA

WICHITA RETIREMENT SYSTEMS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS
WICHITA EMPLOYEES' RETIREMENT SYSTEM

For the years ended December 31, 2014 through December 31, 2015[1]

	2015	2014
TOTAL PENSION LIABILITY		
Service cost	$ 9,644,456	$ 9,278,998
Interest	44,305,832	43,680,283
Benefit term changes	-	-
Differences between expected and actual experience	(656,102)	(3,427,255)
Assumption changes	(8,877,507)	(3,550,489)
Reclassification due to conversion of members to Plan 3b	(465,171)	(571,242)
Benefit payments, including member refunds	(37,089,403)	(37,681,042)
Net change in total pension liability	6,862,105	7,729,253
Total pension liability - beginning	590,115,082	582,385,829
Total pension liability - ending (a)	$ 596,977,187	$ 590,115,082
PLAN FIDUCIARY NET POSITION		
Employer contributions	$ 9,031,463	$ 9,423,640
Employee contributions	3,574,026	3,394,544
Reclassification due to conversion of members to Plan 3b	(465,171)	(571,242)
Net investment income	13,380	28,659,491
Benefit payments, including member refunds	(37,089,403)	(37,681,042)
Administrative expenses	(624,085)	(621,460)
Net change in Plan fiduciary net position	$ (25,559,790)	$ 2,603,931
Plan fiduciary net position - beginning	566,807,293	564,203,362
Plan fiduciary net position - ending (b)	$ 541,247,503	$ 566,807,293
Net pension liability - ending (a) - (b)	$ 55,729,684	$ 23,307,789
Fiduciary net position as a percentage of total pension liability	90.66%	96.05%
Covered payroll	$ 74,028,385	$ 71,391,212
Employer's net pension liability as a percentage of covered payroll	75.28%	32.65%

NOTES TO SCHEDULE

Benefit changes:

There have been no changes to the plan provisions in the last ten years.

Changes in actuarial assumptions:

December 31, 2015 valuation

- There were no changes to the assumptions used for the funding valuation. However, the Single Equivalent Interest Rate (SEIR) at the measurement date was changed for GASB 67 valuation purposes.

December 31, 2014 valuation

- Decrease in the price inflation rate from 3.50% to 3.25%.
- Modify Plan 2 retirement assumption to partially reflect experience. The changes increased rates at some ages and decreased them at others.
- Eliminate the disability assumption.
- Change the termination of employment assumption to a pure service-based assumption.
- Reduce the sick leave load from 4.0% to 2.5%.
- A 20% corridor was added to the actuarial value of assets calculation.

December 31, 2009 valuation

- Decrease in the price inflation rate from 4.0% to 3.5%.
- Decrease in the general wage growth assumption from 4.5% to 4.0%.
- Modification of the retirement rates for both Plans 1 and 2 to better reflect actual experience. The changes increased rates at some ages and decreased them at others.
- Increase in the rates of termination of employment for ages under 32 for the ultimate assumption.
- Lower assumption for indexation of benefits for terminated vested members from 4.5% to 4.0% to be consistent with the general wage growth assumption.
- Non-disabled mortality tables were updated to reflect an additional year of mortality improvements.

December 31, 2006 valuation

- Retirement rates were adjusted for Plan 1 and Plan 2 members. For Plan 1 members, the ultimate rates changed from age 70 to age 65.
- Explicit assumptions were added for members to participate in the DROP. For Plan 1, 70% of members with 30 or more years of service were assumed to elect DROP for a period of 48 months. For Plan 2, 70% of members with 33.33 years of service and age 62 are assumed to elect DROP for a period of 36 months.

[1] Schedule is intended to show a 10-year trend. Additional years will be reported as they become available.

WICHITA RETIREMENT SYSTEMS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS
POLICE AND FIRE RETIREMENT SYSTEM

For the years ended December 31, 2014 through December 31, 2015[1]

	2015	2014
TOTAL PENSION LIABILITY		
Service cost	$ 14,981,100	$ 15,894,290
Interest	47,600,166	46,490,734
Benefit term changes	-	-
Differences between expected and actual experience	(3,259,180)	(12,040,126)
Assumption changes	(10,871,013)	226,376
Benefit payments, including member refunds	(36,090,820)	(36,415,156)
Net change in total pension liability	12,360,253	14,156,118
Total pension liability - beginning	631,904,401	617,748,283
Total pension liability - ending (a)	$ 644,264,654	$ 631,904,401
PLAN FIDUCIARY NET POSITION		
Employer contributions	$ 13,964,379	$ 14,464,181
Employee contributions	4,603,331	4,529,895
Net investment income	(163,702)	30,596,067
Benefit payments, including member refunds	(36,090,820)	(36,415,156)
Administrative expenses	(521,018)	(542,207)
Net change in Plan fiduciary net position	$ (18,207,830)	$ 12,632,780
Plan fiduciary net position - beginning	611,091,056	598,458,276
Plan fiduciary net position - ending (b)	$ 592,883,226	$ 611,091,056
Net pension liability - ending (a) - (b)	$ 51,381,428	$ 20,813,345
Fiduciary net position as a percentage of total pension liability	92.02%	96.71%
Covered payroll	$ 65,560,465	$ 64,572,237
Employer's net pension liability as a percentage of covered payroll	78.37%	32.23%

NOTES TO SCHEDULE

Benefit changes:

There have been no changes to the plan provisions in the last ten years.

Changes in actuarial assumptions:

December 31, 2015 valuation

- There were no changes to the assumptions used for the funding valuation. However, the Single Equivalent Interest Rate (SEIR) at the measurement date was changed for GASB 67 valuation purposes.

December 31, 2014 valuation

- Decrease in the price inflation rate from 3.50% to 3.25%.
- Modify Plan C retirement assumption to partially reflect experience. Created separate rates for less than or more than 30 years of service.
- Lower assumed disability rates.
- Change the termination of employment assumption to a pure service-based assumption.
- Modify the probability of electing a refund to partially reflect actual, observed experience.
- Reduce the sick leave load from 4.0% to 3.0%.
- A 20% corridor was added to the actuarial value of assets calculation.

December 31, 2009 valuation

- Decrease in the price inflation rate from 4.0% to 3.5%.
- Decrease in the general wage growth assumption from 4.5% to 4.0%.
- Lower the retirement rates for Plan A and extend them to 35 years of service.
- Lower the retirement rates for Plan C members at ages before 53 and ages 58-60 and increase rates at ages 56 and 57.
- Increase the rates of termination of employment for ages under 44 and decrease rates at ages over 44.
- Lower assumption for indexation of benefits for terminated vested members from 4.5% to 4.0% to be consistent with the general wage growth assumption.

[1] Schedule is intended to show a 10-year trend. Additional years will be reported as they become available.

WICHITA RETIREMENT SYSTEMS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
WICHITA EMPLOYEES' RETIREMENT SYSTEM

For the years ended December 31, 2006 through December 31, 2015
(dollars expressed in thousands)

	2015	2014	2013	2012	2011
Actuarially determined employer contributions	$ 9,031	$ 9,424	$ 8,940	$ 7,503	$ 7,695
Actual employer contributions	9,031	9,424	8,940	7,503	7,695
Annual contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered employee payroll	$ 74,028	$ 71,391	$ 70,953	$ 70,783	$ 75,444
Contributions as a percentage of covered employee payroll	12.20%	13.20%	12.60%	10.60%	10.20%

NOTES TO SCHEDULE

The system is funded with fixed contribution rates for members and actuarially determined amounts for the City of Wichita. The Actuarially Determined Contributions in the Schedule of Employer Contributions are calculated as of December 31, two years prior to the end of the fiscal year in which contributions are reported.

The following actuarial methods and assumptions were used to determine the Actuarially Determined Contribution reported as of December 31, 2015.

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, open
Remaining amortization period	Rolling 20 years
Asset valuation method	Expected Value + 25% of (Fair Value - Expected Value)
Price inflation	3.25%
Salary increases, including wage inflation	4.25% - 7.20%
Long-term rate of return, net of investment expense and including inflation	7.75%

2010	2009	2008	2007	2006
$ 6,689	$ 3,887	$ 3,834	$ 3,701	$ 3,566
6,689	3,887	3,834	3,701	3,566
$ -	$ -	$ -	$ -	$ -
$ 79,636	$ 82,704	$ 81,580	$ 78,736	$ 75,881
8.40%	4.70%	4.70%	4.70%	4.70%

WICHITA RETIREMENT SYSTEMS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
POLICE AND FIRE RETIREMENT SYSTEM

For the years ended December 31, 2006 through December 31, 2015
(dollars expressed in thousands)

	2015	2014	2013	2012	2011
Actuarially determined employer contributions	$ 13,964	$ 14,464	$ 14,890	$ 14,113	$ 13,807
Actual employer contributions	13,964	14,464	14,890	14,113	13,807
Annual contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered employee payroll	$ 65,560	$ 64,572	$ 65,306	$ 64,150	$ 62,759
Contributions as a percentage of covered employee payroll	21.30%	22.40%	22.80%	22.00%	22.00%

NOTES TO SCHEDULE

The system is funded with fixed contribution rates for members and actuarially determined amounts for the City of Wichita. The Actuarially Determined Contributions in the Schedule of Employer Contributions are calculated as of December 31, two years prior to the end of the fiscal year in which contributions are reported.

The following actuarial methods and assumptions were used to determine the Actuarially Determined Contribution reported as of December 31, 2015.

Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, open
Remaining amortization period	Rolling 20 years
Asset valuation method	Expected Value + 25% of (Fair Value - Expected Value)
Price inflation	3.25%
Salary increases, including wage inflation	5.00% - 6.75%
Long-term rate of return, net of investment expense and including inflation	7.75%

2010	2009	2008	2007	2006
$ 13,120	$ 11,035	$ 10,549	$ 10,029	$ 9,850
13,120	11,035	10,549	10,029	9,850
$ -	$ -	$ -	$ -	$ -
$ 63,077	$ 63,055	$ 60,282	$ 57,310	$ 53,530
20.80%	17.50%	17.50%	17.50%	18.40%

WICHITA RETIREMENT SYSTEMS

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS

For the years ended December 31, 2014 through December 31, 2015[1]

	2015	2014
Annual money-weighted rate of return, net of investment expenses	0.63 %	5.18 %

[1] Schedule is intended to show a 10-year trend. Additional years will be reported as they become available.

WICHITA RETIREMENT SYSTEMS

SUPPLEMENTARY INFORMATION
SCHEDULE OF ADMINISTRATIVE EXPENSES

For the year ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Police and Fire Retirement System	Employees' Retirement System	Employees' Retirement Plan 3b	Totals 2015	Totals 2014
Personnel services:					
Wages	$ 244,096	$ 244,096	$ -	$ 488,192	$ 444,198
Benefits	48,586	48,586	-	97,172	147,216
Total personnel services	292,682	292,682	-	585,364	591,414
Contractual services:					
Telephone	1,762	1,646	-	3,408	3,556
Postage	1,517	1,612	-	3,129	4,595
Transportation and travel	3,297	3,314	-	6,611	7,980
Data center charges	5,331	5,331	-	10,662	11,510
City adminstrative fees	21,670	21,670	-	43,340	52,734
Actuarial fees	30,623	33,097	-	63,720	127,406
Audit fees	8,258	8,288	-	16,546	16,516
Studies and consultants	10,289	184	-	10,473	2,800
Legal services	10,261	18,814	70	29,145	5,618
Advertising	2,753	2,753	-	5,506	16
Periodicals and manuals	618	618	-	1,236	266
Membership dues	-	1,575	-	1,575	1,072
Printing and photocopying	5,263	5,735	-	10,998	8,713
Plan 3 participant administration	-	24,796	4,955	29,751	29,600
Pension software expense	67,852	102,807	-	170,659	114,787
Depreciation	37,825	70,241	-	108,066	182,543
Custody transactions	18,208	26,126	-	44,334	-
Other	454	438	31	923	3,578
Total contractual services	225,981	329,045	5,056	560,082	573,290
Commodities:					
Office equipment and supplies	1,892	1,892	-	3,784	2,280
Data processing equipment	237	237	-	474	-
Other	226	229	-	455	434
Total commodities	2,355	2,358	-	4,713	2,714
Total administrative expenses	$ 521,018	$ 624,085	$ 5,056	$ 1,150,159	$ 1,167,418

WICHITA RETIREMENT SYSTEMS

SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT EXPENSES

For the year ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Police and Fire Retirement System	Employees' Retirement System	Employees' Retirement Plan 3b	Totals 2015	Totals 2014
Investment expenses:					
Financial consulting	$ 122,304	$ 121,539	$ 608	$ 244,451	$ 240,385
Custodial bank	109,900	100,600	-	210,500	266,329
Investment management fees	2,918,257	2,722,669	8,861	5,649,787	5,442,822
Total investment expenses	$ 3,150,461	$ 2,944,808	$ 9,469	$ 6,104,738	$ 5,949,536

SCHEDULE OF PAYMENTS MADE TO CONSULTANTS OTHER THAN INVESTMENT ADVISORS

For the year ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

	Police and Fire Retirement System	Employees' Retirement System	Employees' Retirement Plan 3b	Totals 2015	Totals 2014
Ice Miller LLP (legal services)	$ 10,261	$ 18,814	$ 70	$ 29,145	$ 5,618
Cavanaugh Macdonald Consulting (actuarial services)	30,623	33,097	-	63,720	127,406
Allen, Gibbs & Houlik, L.C. (auditing services)	8,258	8,288	-	16,546	16,516
Northeast Retirement Services (participant accounting)	-	24,796	4,955	29,751	29,600
Total payments	$ 49,142	$ 84,995	$ 5,025	$ 139,162	$ 179,140

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Boards of Trustees
Wichita Retirement Systems
Wichita, Kansas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Wichita Retirement Systems of the City of Wichita, Kansas (the Systems), which comprise the statement of fiduciary net position as of December 31, 2015, and the related statement of changes in fiduciary net position for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 27, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Systems' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Systems' internal control. Accordingly, we do not express an opinion on the effectiveness of the Systems' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

Allen, Gibbs & Houlik, L.C. ▪ aghlc.com ▲ aghemployersolutions.com ● aghuniversity.com ■ 316.267.7231 ▪ 301 N. Main, Suite 1700 ▪ Wichita, KS 67202-4868

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Systems' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Allen, Gibbs & Houlik, L.C.
CERTIFIED PUBLIC ACCOUNTANTS

June 27, 2016
Wichita, Kansas

INVESTMENT SECTION

Callan

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March 1, 2016

The Retirement Boards
Wichita Employees' Retirement System and Police & Fire Retirement System of Wichita
455 North Main Street, 12th Floor
Wichita, KS 67202

RE: Report on 2015 Investment Activities

Dear Board Members:

The Boards of Trustees of the Wichita Retirement Systems have created a Trust Fund that makes investments for the sole interest of the participants and beneficiaries of the Fund. The primary purpose of the investments is to generate rates of return at a reasonable and controlled level of risk that enable the Fund to pay all pension benefit and expense obligations when due. Accordingly, the assets of the Fund are invested in accordance with these investment objectives: (1) to fulfill current benefit obligations; (2) to maximize return within reasonable and prudent levels of risk; and (3) to maintain sufficient liquidity to meet benefit payment obligations when due.

Preservation of capital is of primary concern. The Fund seeks preservation of capital by pursuing a policy of broad diversification with the long-term objective of achieving a consistent, positive return on Fund assets. Although speculation is avoided, the Boards understand that an above-average return is associated with a certain degree of risk. Risk to be assumed must be considered appropriate for the return anticipated and consistent with the total diversification of Fund assets.

Trust Fund assets are to be invested with the care, skill, and diligence that a prudent person acting in a like capacity would undertake. The Boards acknowledge that, in the process, they have the objective of controlling the costs involved with administering and managing the investments of the Fund.

In establishing its risk tolerance, the Boards considered their ability to withstand short and intermediate-term volatility in market conditions. The Boards also reviewed the long-term characteristics of various asset classes, focusing on balancing risk with expected return. Accordingly, the Boards selected these seven asset classes as allowable asset classes: domestic equity; fixed income; international equity; real estate; commodities; and timber. The "Asset Allocation" discussion that appears later in this section provides details about the Trust Fund percentages that are invested in the six asset classes.

The Boards, with information provided by their Financial Consultant, closely monitor the Fund's asset mix to assure compliance with the adopted Investment Policy Statement and appropriate City ordinances that regulate the investment process.

On an ongoing basis, the Boards implement a performance measurement and evaluation process that examines rates of return for the Trust Fund in total, the seven major asset classes, and individual managers. The Boards compare returns to broad market indices and relevant "peer groups" of investment managers with similar investment styles. The schedule on the following page depicts the Fund's various rates of return. All returns are time-weighted rates of return calculated by the Fund's Financial Consultant on the basis of market value and cash flow data provided by the Fund's bank custodian.

After hitting an all-time high in July, U.S. equity markets retreated in the second half of the year to finish essentially flat for 2015 (Russell 3000 Index: +0.5%). International equity markets ended down 4.2% (MSCI ACWI ex-U.S.IMI) after a tumultuous year including fears of a 'Grexit,' unrest in the Middle East, and a slowing Chinese economy. Oil prices fell 30% in 2015 amid concerns of oversupply and declining growth in demand. This impacted corporate profits in the Energy and Materials sectors, but boosted the amount of money in consumers' pockets. The U.S. dollar strengthened throughout the year as global monetary policies diverged, acting as a headwind to domestic GDP by hurting exports.

The Federal Reserve decided to finally raise interest rates in December after seven years of a zero interest rate policy. The 0.25% increase was supported by two years of strong job creation and other positive economic data. The Fed has emphasized that they will move gradually on future rate hikes in order to not derail the modest economic recovery. Broad fixed income markets, measured by the Barclays Aggregate Index, managed to gain 0.6% over the last year despite Fed actions. The private real estate market, as measured by the NCREIF Property Index, continued its impressive upward trajectory and gained 13.3% during the year. The NCREIF Timberland Index returned 5.0% while the Bloomberg Commodity index suffered through another disappointing year, falling 24.7%.

As noted in the Schedule of Investment Results, the Fund generated a total return of 0.21% for the year ended December 31, 2015, which led the -0.65% return of the Fund's target benchmark (the Weighted Index). In aggregate, active management added value during the year, particularly in large cap and international equities.

To help defray the expenses associated with the administration and investment of Trust Fund assets, the Boards have created a commission recapture program whereby the Fund's large-cap equity managers direct up to 25 percent of their trades through a large broker-dealer firm selected by the Boards.

Yours truly,

William C. Howard, CFA
Senior Vice President

Investment Policy Summary

Strategic Plan: Assets of the Wichita Employees' and Police and Fire Retirement Systems (Fund) are invested in a diversified mix of domestic and international equities, domestic and international fixed income securities, real estate, timber, commodities and cash equivalents. The Fund is overseen by the Joint Investment Committee (JIC), comprised of the President of each Board, two elected members from each Board, two City Council appointees from each Board and a City Manager's designee.

Investment Policies: The duties of the Boards include, but are not limited to, approving the asset allocation plan and investment policy contained in the Strategic Plan, annual performance review of the investment portfolio and the hiring of a common financial consultant and actuary.

The duties of the JIC include, but are not limited to, making recommendations to the Boards on an asset allocation plan, an investment policy and the hiring of a common financial consultant and actuary; quarterly performance review of the investment portfolio; and the retention and termination of the Fund's investment managers and the custodial bank.

The assets of the Fund are managed solely in the interest of each System's participants and beneficiaries. Fund assets are allocated to professional investment managers who are given full investment discretion with respect to assets under their management, subject to mandated investment guidelines. The following minimum standards are set for investment managers:

1. The investment firm must have $500 million or more under management;
2. The investment management firm must have five years of performance history;
3. The Fund's portfolio with the investment manager shall not constitute more than 10% of the investment manager's total portfolio.

Investment Objectives: The goal of the Fund is to ensure sufficient resources to meet or exceed benefit obligations. The related investment objectives are, first, to preserve and, second, to increase the capital value of the Fund. In pursuing these objectives, the Boards will endeavor to earn the maximum total return on assets consistent with maintaining a prudent level of risk. In investing and reinvesting monies in the Fund, there shall be exercised the judgment and care under the circumstances then prevailing which people of prudence, discretion and intelligence exercise in the management of their own affairs.

Total Fund returns are compared to a blended target index composed of market indices weighted to the applicable asset class median. As of December 31, 2015, the blended target consisted of the following:

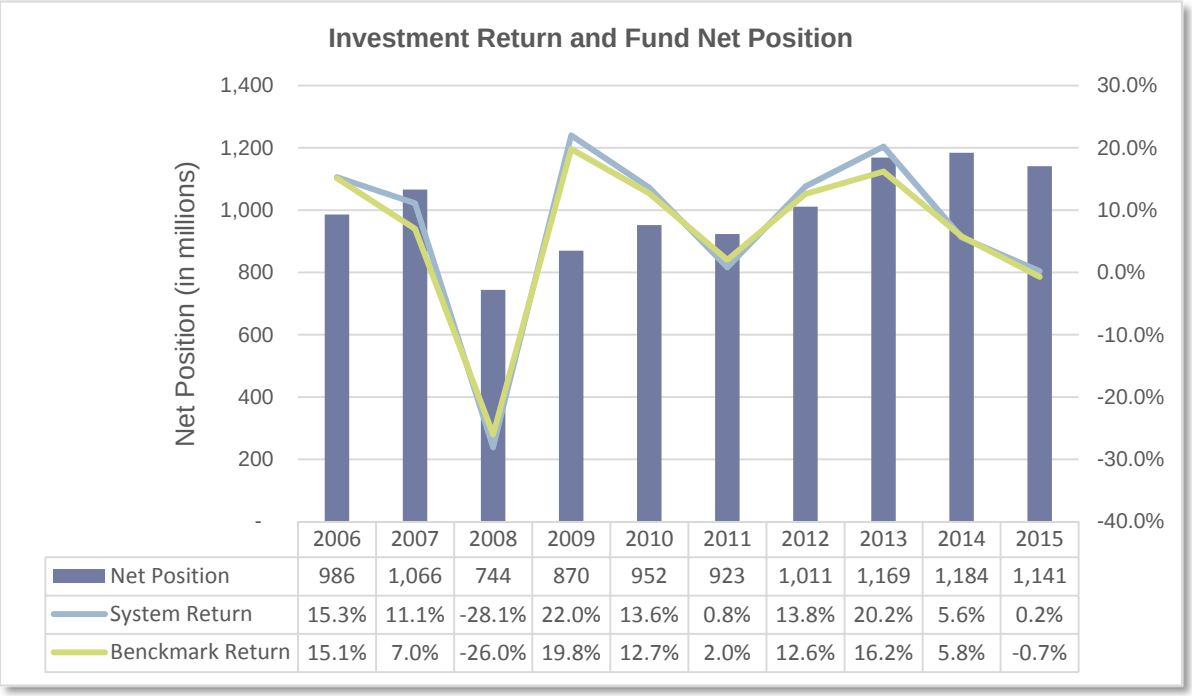
Asset Class	Target Allocation	Relevant Index
Broad US equity	32%	Russell 1000 Index
Broad US equity	8%	Russell 2000 Index
Broad international equity	22%	Morgan Stanley Capital International, All Country World ex-U.S. (MSCI ACWI ex-U.S. IMI), Investable Market Index
Broad US fixed income	22%	Barclays Capital Aggregate Bond Index
TIPS	3%	Barclays Capital US TIPS Index
Real estate	5%	National Council of Real Estate Investment Fiduciaries (NCREIF) Total Index
Timber	5%	National Council of Real Estate Investment Fiduciaries (NCREIF) Timberland Index
Commodities	3%	Bloomberg Commodity Index
Total	100%	

The Boards expect the Fund's overall returns to be less volatile than the relevant market indices. The Fund's long-term objective is to achieve an annualized rate of return that is 4.5% higher than the Consumer Price Index of All Urban Consumers (CPI-U).

Each equity and fixed income manager's total fund return on a time-weighted basis is compared to a universe of managers employing a similar investment style. Performance relative to a manager's style group is expected to be above median in three of five calendar years, and to be at or above the 40th percentile over rolling five-year periods.

Investment Performance

The accompanying chart illustrates annual portfolio investment performance compared to the benchmark and changes in the Fund's net position based on asset class allocations at year-end. Positive returns, beginning in 2003 and continuing through 2007, are responsible for increasing the Fund's net position. After a volatile investment environment in 2008, returns in 2009 through 2013 helped stabilize the fund. The 2015 Fund return of 0.21% outperformed the benchmark return of (0.65%). However, the Fund's net position decreased by $43.8 million, or 3.7%.



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Net Position	986	1,066	744	870	952	923	1,011	1,169	1,184	1,141
System Return	15.3%	11.1%	-28.1%	22.0%	13.6%	0.8%	13.8%	20.2%	5.6%	0.2%
Benckmark Return	15.1%	7.0%	-26.0%	19.8%	12.7%	2.0%	12.6%	16.2%	5.8%	-0.7%

The accompanying table illustrates the fund performance compared with plan target and relevant index comparisons.

	Annualized Returns[1]			
	1 year	3 years	5 years	7 years
Total Portfolio:				
Fund performance[2]	0.21%	8.35%	7.85%	10.61%
Fund target performance[3]	(0.65%)	6.98%	6.67%	9.31%
Domestic equities:				
Domestic equity	0.78%	14.74%	12.38%	15.92%
Large-cap equity	2.39%	15.65%	12.88%	15.76%
Small-cap equity	(4.68%)	3.80%	3.44%	7.69%
International equities	(1.70%)	3.80%	3.44%	7.69%
Domestic fixed income:				
Domestic fixed income	0.49%	1.73%	4.05%	6.23%
Nominal domestic fixed income	0.74%	2.25%	4.37%	6.46%
TIPS	(1.45%)	(2.27%)	-	-
Real estate	14.74%	14.17%	16.19%	5.53%
Timber	7.23%	7.30%	-	-
Commodities	(25.84%)	-	-	-

[1] Performance returns are calculated using a time-weighted return on fair values.

[2] Performance is gross of fees. Timber and TIPS were funded after January 2011. Commodities were funded in 2014.

[3] Fund target performance is as follows:

(a) From 04/01/04 until 12/31/06; 38% S&P 500 Index; 9% Russell 2000 Index; 20% Morgan Stanley Capital International All Country World (ex-U.S.) Index; 28% Barclays Capital Aggregate Bond Index; 5% NCREIF Total Property Index.

(b) From 01/01/07 until 12/31/2010; 38% S&P 500 Index; 9% Russell 2000 Index; 20% Morgan Stanley Capital International EAFE Index; 28% Barclays Capital Aggregate Bond Index; 5% NCREIF Total Property Index.

(c) From 01/01/11 until 09/30/2011; 32% Russell 1000 Index; 9% Russell 2000 Index; 20% Morgan Stanley Capital International All Country World (ex-U.S.) Index; 28% Barclays Capital Aggregate Bond Index; 5% NCREIF Total Property Index.

(d) From 10/01/11 until present; 32% Russell 1000 Index; 8% Russell 2000 Index; 22% Morgan Stanley Capital International All Country World (ex-U.S.) Index; 22% Barclays Capital Aggregate Bond Index; 5% NCREIF Total Property Index; 5% NCREIF Timberland Index; 3% Barclays Capital U.S. TIPS Index; 3% Dow Jones-UBS Commodity Index.

Asset Allocation

The Wichita Employees' and the Police and Fire Retirement Boards believe that a diversified portfolio aids in the preservation of investment principal. Growth with limited risk is the Fund's objective. The Boards established the JIC to manage the assets of both Retirement Systems. Asset allocation, in conjunction with investment manager selection, has a significant impact on investment performance. The Committee is responsible for recommending an Asset Allocation Plan developed with the assistance of Callan Associates, Inc., the Boards' financial consultant.

The Boards review the adopted Asset Allocation Plan at least every three years. An asset allocation/liability study was completed in 2010. Implementation of changes began in 2011 and was complete as of December 31, 2014. These changes included the addition of timber, Treasury Inflation Protected Securities (TIPS) and commodities to the asset allocation mix. In 2013, the international equity portion of the Asset Allocation Plan was amended. Major components included: 1) adding a passive core allocation; 2) adding a small-cap allocation; 3) removing the active core plus allocation; 4) increasing the dedicated emerging markets allocation; and 5) changing the international equity benchmark from the Morgan Stanley Capital International, All Country World Index ex-U.S. (MSCI ACWI

ex-US) to the Morgan Stanley Capital International, All Country World Index ex-U.S. Investable Market Index (MSCI ACWI ex-U.S. IMI). The overall allocation to international equity was unchanged at 22%. These changes were implemented in 2014.

During 2015, a new domestic equity small growth manager, Peregrine Capital Management, Inc., was selected to replace Voya, who experienced a complete investment team turnover. The Boards eliminated the large-cap concentrated fund, Institutional Capital, LLC, due to overlap in the investment allocation. Lastly, the Boards added Standish, the global fixed income manager, to the Fund's fixed income structure. The overall allocation to asset classes remains relatively the same.

The Boards' commitment to the adopted Asset Allocation Plan, which ensures a diversified portfolio, is especially important to minimize the Fund's exposure to market volatility and to help preserve sufficient funding for future generations. As of December 31, 2015, 61.1% of the Fund's assets were invested in equities, 26.9% in fixed income, 5.7% in real estate, 3.6% in timber and 2.7% in commodities. The accompanying table displays the Fund's target and actual asset allocations on December 31, 2015.

	Asset Allocation			
Asset Class	Minimum[1]	Target	Maximum[1]	Actual
Domestic equity:				
Large/mid-cap	16.00%	21.40%	26.00%	22.80%
Large-cap passive	8.00%	10.60%	13.00%	7.84%
Small-cap	4.00%	8.00%	12.00%	8.95%
Total domestic equity	28.00%	40.00%	51.00%	39.59%
Domestic fixed income:				
Active core	7.00%	8.80%	11.00%	9.75%
Active core plus	7.00%	8.80%	11.00%	9.81%
Global	3.00%	4.40%	6.00%	4.40%
TIPS	2.50%	3.00%	3.50%	2.92%
Total domestic fixed income	19.50%	25.00%	31.50%	26.88%
International equity:				
Active core	7.00%	8.80%	11.00%	9.30%
Passive core	4.00%	5.50%	7.00%	5.17%
Small-cap	2.00%	3.30%	5.00%	3.46%
Emerging markets	3.00%	4.40%	6.00%	3.58%
Total international equity	16.00%	22.00%	29.00%	21.51%
Real estate:				
Core	2.00%	4.00%	6.00%	5.47%
Value added	0.00%	1.00%	2.00%	0.22%
Total real estate	2.00%	5.00%	8.00%	5.69%
Timber	3.00%	5.00%	7.00%	3.56%
Commodities	2.50%	3.00%	3.50%	2.65%
Cash	0.00%	0.00%	2.00%	0.12%

[1] Because the styles within each asset class are more restrictive than the overall asset class, the min/max ranges for the styles within each asset class may not total the min/max for the overall asset class.

Investment Holdings

The Fund's top ten largest equity holdings by fair value and top ten largest fixed income holdings by fair value as of December 31, 2015 are summarized in the accompanying tables. A complete listing of the portfolio of investments is available from the Pension Management Office upon request.

Ten Largest Equity Holdings
As of December 31, 2015

Holding	Fair Value	Number of Shares	Percent of Total Portfolio
Alphabet, Inc. Class C	$ 8,835,640	11,643	0.77%
Amazon.com, Inc.	6,394,595	9,461	0.56
Facebook, Inc. Class A	5,942,909	56,783	0.52
Apple, Inc.	5,539,308	52,625	0.48
Microsoft Corporation	5,462,783	98,464	0.48
VISA Inc. Class A	4,450,129	57,384	0.39
Allergan, PLC	3,387,500	10,840	0.30
Citigroup, Inc.	3,282,917	63,438	0.29
Wells Fargo & Co.	2,806,770	51,633	0.25
JP Morgan Chase & Co.	2,799,474	42,397	0.24
Total	$ 48,902,025	454,668	4.28%

Ten Largest Fixed Income Holdings
As of December 31, 2015

Holding	Fair Value	Number of Shares	Percent of Total Portfolio
US Treasury Bond	$ 6,028,314	5,835,000	0.53%
France government	2,889,571	2,525,000	0.25
Australian government	2,864,495	3,800,000	0.25
US Treasury Note	2,700,135	2,700,000	0.24
GNMA Pool MA2444	2,612,501	2,574,095	0.23
FNMA Pool AQ9292	2,322,900	2,247,583	0.20
US Treasury Note	2,316,192	2,346,105	0.20
Buoni Poliennali Del Tes Bond	2,248,555	1,791,054	0.20
FNMA Pool AS5090	2,179,498	2,159,929	0.19
FNMA Pool AL7590	2,097,452	2,029,014	0.18
Total	$ 28,259,613	28,007,780	2.47%

The tables presented on the following pages provide additional information about portfolio investments, including fair value of investment assets by type of investment, assets under management and related investment management fees by manager and brokerage commissions earned for the year ended December 31, 2015.

Investment Summary by Type of Investment
As of December 31, 2015

Type of Investment	Fair Value	Percent of Total Portfolio
Government short-term investment fund	$ 22,752,778	1.84 %
Domestic fixed income:		
Government securities: long-term	41,202,155	3.34
Corporate debt instruments: long-term	95,191,316	7.71
Mortgage and asset-backed securities	68,046,268	5.51
Total domestic fixed income, excluding commingled funds	204,439,739	16.56
Global fixed income, excluding commingled funds	48,382,199	3.92
Domestic equities:		
Consumer discretionary	59,625,338	4.83
Consumer staples	16,808,856	1.36
Energy	14,041,348	1.14
Financial services	58,610,096	4.75
Health care	59,320,459	4.81
Industrials	47,594,005	3.86
Information technology	73,576,644	5.96
Materials	13,054,050	1.06
Telecommunications services	4,534,283	0.37
Utilities	917,168	0.07
Total domestic equities, excluding commingled funds	348,082,247	28.20
International equities:		
Consumer discretionary	15,418,781	1.25
Consumer staples	9,179,529	0.74
Energy	3,954,535	0.32
Financial services	25,521,831	2.07
Health care	16,037,506	1.30
Industrials	9,293,571	0.75
Information technology	7,796,691	0.63
Materials	8,169,763	0.66
Telecommunications services	5,851,346	0.47
Utilities	2,060,250	0.17
Private placement	736,934	0.06
Total international equities, excluding commingled funds	104,020,735	8.43
Real estate	66,912,041	5.42
Timber	40,436,396	3.28
Value of interest in pooled funds:		
Target date funds	3,444,100	0.28
Commodities	30,027,430	2.43
International fixed income	6,189,284	0.50
High yield fixed income	8,822,957	0.71
U.S. TIPS	33,110,153	2.68
Domestic equities	88,966,126	7.21
International equities	138,669,842	11.23
Total value of interest in pooled funds	309,229,892	25.05
Securities lending short-term collateral investment pool	90,116,534	7.30
Total investments	$ 1,234,372,563	100.00 %

Investment Assets Under Management and Related Management Fees
As of and for the year ended December 31, 2015

Asset Category/ Investment Manager	Management Fees	Fair Value
Domestic fixed income:		
Richmond Capital Management, Inc.	$ 224,103	$ 105,154,817
Western Asset Management Co.	241,851	108,107,879
SSGA[1] U.S. TIPS Index Fund	18,328	33,110,153
SSGA[1] Government Short-Term Investment Fund	-	22,439,760
SSGA[1] Securities Lending Short-Term Collateral Investment Pool	-	90,116,534
Total domestic fixed income	484,282	358,929,143
Global fixed income:		
Western Asset Management	13,846	6,189,284
Standish Mellon Asset Management	51,951	48,382,199
Total global fixed income	65,797	54,571,483
Domestic equity:		
Barrow, Hanley, Mewhinney & Strauss, Inc.	587,599	122,520,599
Boston Partners Asset Management	487,004	49,752,494
Fred Alger Management, Inc.	561,487	127,584,926
Peregrine Capital Management	351,583	48,119,510
Voya Investment Management Co.	105,796	104,720
Institutional Capital, LLC	18,011	-
SSGA[1] S&P 500 Flagship Fund	80,617	88,966,126
Total domestic equity	2,192,097	437,048,375
International equity:		
Mondrian Investment Partners, Limited	60,059	-
Fidelity Investment Asset Mgmt	571,785	104,021,134
SSGA[1] MSCI World-Ex-U.S. Index	28,634	58,671,056
Brandes Investment Partners	365,447	39,317,967
AQR Emerging Markets Index Fund	376,743	40,680,420
Total international equity	1,402,668	242,690,577
Real estate:		
RREEF America REIT II	352,112	31,718,644
RREEF America REIT III	99,593	4,550,588
UBS Trumbull Property Fund	320,419	30,642,809
Total real estate	772,124	66,912,041
Timber:		
Molpus Woodlands Fund III	249,032	25,036,396
Molpus Woodlands Fund IV	276,395	15,400,000
Total timber	525,427	40,436,396
Commodities:		
Wellington	207,692	30,027,430
Defined contribution pooled funds:		
SSGA[1] Target Date Funds	-	3,444,100
SSGA[1] Cash Series Prime Fund CL C	-	313,018
Total defined contribution pooled funds	-	3,757,118
Total	$ 5,650,087	$ 1,234,372,563

[1] State Street Global Advisors

Schedule of Brokerage Commissions
For the year ended December 31, 2015

Brokerage Firm	Total Commissions	Number of Shares	Commission per Share	Percent of Total
State Street Global Markets	$ 87,715	4,468,815	$ 0.01963	17.53%
Fred Alger & Co, Inc	43,478	1,475,460	0.02947	8.69
BNY Convergex Ljr	33,571	919,706	0.03650	6.71
Goldman Sachs & Company	33,311	10,439	3.19100	6.66
J.P. Morgan Securities Inc.	20,342	618,350	0.03290	4.06
Goldman Sachs International	14,799	823,789	0.01796	2.96
Merrill Lynch International	9,738	617,796	0.01576	1.95
Goldman Sachs & Co.	9,639	290,775	0.03315	1.93
BTIG, LLC	9,085	258,095	0.03520	1.82
Robert W.Baird Co. Incorporated	8,036	207,928	0.03865	1.61
Deutsche Bank Securities Inc	7,856	252,072	0.03117	1.57
UBS Limited	7,220	145,991	0.04945	1.44
Barclays Capital LE	6,911	193,287	0.03575	1.38
Weeden & Co.	6,687	243,094	0.02751	1.34
Morgan Stanley Co. Incorporated	6,255	236,479	0.02645	1.25
RBC Capital Markets	5,654	226,048	0.02504	1.13
UBS Securities LLC	5,625	236,512	0.02379	1.12
Credit Suisse Securities (Europe) Ltd	5,379	523,382	0.01028	1.07
Jefferies & Company, Inc.	5,370	152,311	0.03526	1.07
Janney Montgomery, Scott Inc.	5,335	148,223	0.03599	1.07
Credit Suisse Securities (USA) LLC	5,220	259,131	0.02014	1.04
Instinet	5,202	238,789	0.02178	1.04
Convergex Execution Solutions LLC	5,181	173,658	0.02983	1.04
Merrill Lynch Pierce Fenner & Smith, Inc.	5,098	141,022	0.03615	1.02
Other firms (Includes 176 brokerage firms, each contributing less than 1% of total	147,758	7,773,992	0.01901	29.5
Total brokerage commissions	$ 500,465	20,635,144	0.02425	100.0%

ACTUARIAL SECTION

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June 24, 2016

The Retirement Boards
Wichita Employees' Retirement System and
Police and Fire Retirement System of Wichita, Kansas
455 North Main Street, 12th Floor
Wichita, Kansas 67202

RE: Certification of December 31, 2015 Actuarial Valuations

Dear Board Members:

We certify that the information included herein and contained in the 2015 Actuarial Valuation Reports is accurate and fairly presents the actuarial position of the Wichita Employees' Retirement System (WER) and the Police and Fire Retirement System of Wichita, Kansas (WPF) as of December 31, 2015.

All calculations have been made in conformity with generally recognized and accepted actuarial principles and practices, and with applicable Actuarial Standards of Practice issued by the Actuarial Standards Board. In our opinion, the results presented comply with the requirements of the City ordinances, and, where applicable, the Internal Revenue Code, and the Statements of the Governmental Accounting Standards Board. The undersigned are independent actuaries who are experienced in performing valuations for public retirement systems. They are members of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.

Actuarial Valuations

The primary purpose of the actuarial valuation is to determine the City's contribution rate to fund each System on an actuarial basis, to describe the current financial condition of the System, and to analyze changes in the Systems' financial condition.

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Actuarial computations, based on the actuarial valuation performed as of December 31, 2015, were also prepared for purposes of fulfilling financial accounting requirements for the Systems under Governmental Accounting Standards Board Number 67 (GASB 67). The assumptions used in the funding valuations were also used for GASB 67 reporting, with the exception of the discount rate which is based on the System's long-term rate of return. The actuarial valuation uses an investment return assumption of 7.75%, which is net of administrative expenses. The GASB 67 calculations use a discount rate of 7.90% which is the long-term expected rate of return prior to adjustment for administrative expenses.

In addition, the entry age normal actuarial cost method, which is required to be used under GASB 67, is also used in the funding valuation. The actuarial assumptions and methods meet the parameters set by Actuarial Standards of Practice (ASOPs), as issued by the Actuarial Standards Board, and generally accepted accounting principles (GAAP) applicable in the United States of America as promulgated by the Governmental Accounting Standards Board (GASB).

Funding valuations and GASB 67 calculations are prepared for each System annually, as of December 31 of each year, the last day of the System's plan and fiscal year.

Financing Objective of the Systems

The funding objective of each Retirement System is to establish and receive contributions which:

- when expressed as percents of active member payroll, will remain approximately level from generation to generation of Wichita citizens, and

- when combined with present assets and future investment returns will be sufficient to meet the financial obligations of the Systems to present and future retirees and beneficiaries.

The financial objective is addressed within the annual actuarial valuations. The valuation process develops contribution rates that are sufficient to fund the plan's current normal cost (i.e. the costs assigned by the valuation method to the year of service about to be rendered), as well as to fund unfunded actuarial liabilities as level percents of active member payroll in future years. The most recent annual actuarial valuations were completed based upon membership data, asset data and plan provisions as of December 31, 2015. For both the Wichita Employees' Retirement System and the Police and Fire Retirement System of Wichita, Kansas, actuarial liabilities exceeded valuation assets. This difference, called the unfunded actuarial liability, was $37.4 million for the Wichita Employees' Retirement System and $35.0 million for the Police and Fire Retirement System of Wichita, Kansas. The unfunded actuarial liability is amortized as a level percent of payroll over an open 20 year period in both Systems.

An asset smoothing method is used in the valuation process so actual investment experience is recognized over a period of time. On a market value basis, the rate of return on assets in 2015 was -0.1% for both Systems. As a result, the rate of return on the actuarial value of assets for 2015 was 6.1% for WER and 6.2% for WPF, both lower than the assumed rate of 7.75%. This generated an experience loss on assets for both systems. There was a small experience gain of $0.7 million on liabilities from all sources during 2015 for the Wichita Employees' Retirement System and an

experience gain of $3.3 million on liabilities for the Police and Fire Retirement System of Wichita, Kansas. The actuarial value of assets in both Systems exceeds the market value with a difference of 5% for both systems. If investment returns over the next few years are at or below the assumed rate of return of 7.75%, the deferred investment losses will be recognized and contribution rates can be expected to increase.

On the basis of the 2015 valuations, it is our opinion that the Retirement Systems are meeting their basic financial objectives and continue in sound condition in accordance with the actuarial principles of the level percent of payroll financing.

Benefit Provisions

The benefit provisions used in the actuarial valuations are described on pages 45 to 48 of each of the valuation report for the Wichita Employees' Retirement System and the Police and Fire Retirement System of Wichita, Kansas.

Data

In preparing the December 31, 2015 actuarial valuations, we have relied upon member and asset data provided by the Pension Manager. We have not subjected this data to any auditing procedures, but have examined the data for reasonableness and for consistency with prior years' data. If the underlying data or information is inaccurate or incomplete, our calculations may need to be revised.

Actuarial Methods and Assumptions

The actuarial methods and assumptions used in the valuations have been selected by the Board of Trustees of the Systems based upon the analysis and advice of the actuary and other professionals. These assumptions and methods may be found on pages 49 to 54 of the Wichita Employees' Retirement System valuation report and pages 49 to 53 for the Police and Fire Retirement System of Wichita, Kansas valuation report. The Board of Trustees has sole authority to determine the actuarial assumptions used for the plan. The assumptions are based on a study of actuarial experience for the five years ending December 31, 2013 that was completed in 2014.

In our opinion, the actuarial assumptions used are appropriate for purposes of the funding valuation and for GASB 67 purposes, are individually reasonable, are related to the experience of the Systems, and offer the best estimate of anticipated experience. Nevertheless, the emerging costs will vary from those presented in the valuation reports to the extent actual experience differs from that projected by the actuarial assumptions.

The actuary prepared the following supporting schedules that are included in the Comprehensive Annual Financial Report. The items in the Actuarial Section can be found in the valuation report while the items in the Financial Statements Section can be found in the GASB 67 report.

Actuarial Section

Summary of Actuarial Methods and Assumptions
Schedule of Active Member Valuation Data
Retirants and Beneficiaries Added To and Removed From Rolls
Solvency Test
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Calculation of the Total Pension Liability and Net Pension Liability
Sensitivity Analysis of the Net Pension Liability
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Retirement System staff prepared the schedules shown in the Statistical Section of the report, based in part upon the material prepared by the actuary.

I, Patrice A. Beckham, FSA, am a Member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I, Brent A. Banister, FSA, am a Member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,

Patrice Beckham

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

Brent A. Banister

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

1. Wichita Employees' Retirement System

Provisions of the plan are outlined in the financial section of this report beginning on page A-15. The Plans prepare two actuarial valuations - one for funding purposes and one for accounting and financial reporting purposes under Governmental Accounting Standards Board Statement 67, *Financial Reporting for Pension Plans - an Amendment of GASB Statement No. 25*. With the exception of the discount rate used, the actuarial cost methods and assumptions used for financial reporting purposes are consistent with those utilized for funding purposes.

A. Actuarial Cost Method

The actuarial cost method is a procedure for allocating the actuarial present value of pension plan 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:

- The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement and
- 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 age.

The portion of the actuarial present value of retirement system benefits 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 the actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability (or surplus). The Wichita Employees' Retirement System (WERS) had an unfunded actuarial liability of $37.4 million as of December 31, 2015.

B. Actuarial Assumptions Used for Valuations

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and participant information of the Retirement System using the actuarial cost method. These assumptions were proposed by the Fund's actuary following the completion of an experience study covering the period January 1, 2009 through December 31, 2013, and adopted by the Board on September 17, 2014. An experience study is performed every five years.

The actuarial valuation of assets is based upon the "Expected Value plus 25%" method, which levels the effects of fair value fluctuations by recognizing 25% of the difference between the expected actuarial value and the fair value of assets. The Board first adopted this methodology for the December 31, 2002 valuation. Actuarial gains and losses reduce or increase the unfunded actuarial liability or surplus, which is amortized over a rolling 20-year amortization period.

Long-Term Rate of Return: The investment return rate, net of investment expenses and administrative expenses, used for the actuarial valuation performed for funding purposes is 7.75% per year, compounded annually. This rate consists of 3.25% in recognition of long-term price inflation and 4.50% in recognition of a 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 2014.

The 7.90% rate of return used for accounting purposes is based on the same underlying data as the rate used for funding purposes. However, the rate used for accounting purposes represents investment return, net of investment expenses. Administrative expenses are accounted for separately, consistent with the requirements of GASB Statement No. 67.

Salary Projections: These assumptions are used to project current salaries to determine average annual compensation. They consist of the same inflation component used for the investment return assumption, a component reflecting productivity and the competition from other employers for personnel, and a years-of-service component to reflect promotion and longevity increments.

Salary increases are assumed to occur mid-year. The salary increase assumptions are expected to produce 4.00% 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 rate of return over assumed wage growth is 3.75% per year. These assumptions were first used for the December 31, 2014 valuation. Assumptions about annual rates of salary increases are summarized in the accompanying table.

Years of Service	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.25%	0.75%	3.20%	7.20%
2	3.25	0.75	3.00	7.00
3	3.25	0.75	2.80	6.80
4	3.25	0.75	2.60	6.60
5	3.25	0.75	2.40	6.40
6	3.25	0.75	2.20	6.20
7	3.25	0.75	2.00	6.00
8	3.25	0.75	1.80	5.80
9	3.25	0.75	1.70	5.70
10	3.25	0.75	1.60	5.60
11	3.25	0.75	1.50	5.50
12	3.25	0.75	1.40	5.40
13	3.25	0.75	1.30	5.30
14	3.25	0.75	1.20	5.20
15	3.25	0.75	1.06	5.06
16	3.25	0.75	0.92	4.92
17	3.25	0.75	0.78	4.78
18	3.25	0.75	0.64	4.64
19	3.25	0.75	0.50	4.50
20	3.25	0.75	0.50	4.50
21	3.25	0.75	0.50	4.50
22	3.25	0.75	0.50	4.50
23	3.25	0.75	0.50	4.50
24	3.25	0.75	0.50	4.50
25	3.25	0.75	0.50	4.50
>25	3.25	0.75	0.25	4.25

Annual Post-Retirement Benefit Increases: Retirees in Plan 1 are entitled to annual post-retirement benefit increases of 3% of their original benefit after 12 months of retirement. Retirees in Plan 2 are entitled to annual post-retirement benefit increases of 2% of their original benefit after 12 months of retirement. Post-retirement benefit increases are not compounded.

Rates of Retirement and Deferred Retirement Option Plan (DROP) Elections: The rates displayed in the accompanying table are used to measure the probability of eligible members retiring under either the regular retirement provisions or the Deferred Retirement Option Plan (DROP). In addition, the following assumptions apply to members in this category:

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

• Plan 2: 70% of members with 33.33 or more years of service that are at least age 62 were assumed to 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. Deferred vested members are assumed to retire at age 62. This assumption was first used in the December 31, 2014 actuarial valuation.

Retirement Age	Plan 1	Plan 2
55	15%	3%
56	15	3
57	15	3
58	15	3
59	15	3
60	40	3
61	40	20
62	20	40
63	20	25
64	20	25
65	100	50
66	N/A	35
67	N/A	20
68	N/A	20
69	N/A	20
70	N/A	100

Marriage: Seventy percent of non-retired members were assumed to be married for purposes of death benefits. In each case, the male was assumed to be three years older than the female.

Sick Leave: Accumulated unused sick leave is converted to service credits for the purpose of computing annual benefits. The calculated normal retirement benefits were increased by 2.5% to account for the inclusion of unused sick leave in the calculation of service credit. This assumption was last revised with the December 31, 2014 valuation.

Forfeiture of Vested Benefits: A percentage of the actuarial present value of vested termination benefits is assumed to be forfeited by a withdrawal of accumulated contributions. This percentage is applied individually based on years of service. The data in the accompanying table was first used for the December 31, 2004 actuarial valuation.

Years of Service	Percent Forfeiting
Less than15	60%
15-19	40
20-24	20
25 or more	-

Plan 3 Transfer: Plan 3 (defined contribution plan) members are assumed to elect Plan 2 if they acquire seven years of service. An actuarial reserve is held for the difference between the fair and actuarial value of assets. This assumption was last revised for the December 31, 2004 valuation.

Mortality Assumptions: This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each pension payment being made after retirement. As summarized in the following table, the RP-2000 tables are used, with generational mortality. This table was first used for the December 31, 2004 actuarial valuation.

Pre-retirement mortality rates	based on the RP-2000 Employee Table (ages set forward 2 years for males, 0 for females) with adjustments for mortality improvements based on Scale AA.
Post-retirement mortality rates	based on the RP-2000 Healthy Annuitant Table (ages set forward 2 years for males, 0 for females) with adjustments for mortality improvements based on Scale AA.
Disabled mortality rates	based on the RP-2000 Disabled Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.

Rates of Disability: This assumption measured the probabilities of a member becoming disabled. This assumption was eliminated in the December 31, 2014 valuation.

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. Annual probabilities of terminating are summarized in the accompanying table. This assumption was last revised for the December 31, 2014 valuation.

Years of Service	Annual Probability of Terminating
0	13.00%
1	13.00
2	11.00
3	9 .00
4	8.00
5	7.00
6	6.00
7	5.00
8-12	4.50
13	4.00
14	3.50
15	3.00
16	2.75
17	2.50
18	2.50
19	2.25
20 or more	2.00

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

C. Actuarial Tables

Several tables are presented on the following pages to provide information about active members of the Wichita Employees' Retirement System, as well as retirees and beneficiaries. These tables also present information about the solvency of the plan, system experience and funding progress.

Active Member Valuation Data

Valuation date	Number of Members				Annual Payroll (in thousands)	Average Annual Pay	Percentage Change in Average Annual Pay
	Plan 1	Plan 2	Plan 3[1]	Total			
12/31/2006	134	922	837	1,893	$ 75,881	$ 40,085	3.7%
12/31/2007	113	947	838	1,898	78,736	41,484	3.5
12/31/2008	92	958	852	1,902	81,580	42,892	3.4
12/31/2009	80	998	740	1,818	82,704	45,492	6.1
12/31/2010	61	993	661	1,715	79,636	46,435	2.1
12/31/2011	31	916	611	1,558	75,444	48,424	4.3
12/31/2012	26	950	527	1,503	70,783	47,094	(2.7)
12/31/2013	15	957	517	1,489	70,952	47,651	1.2
12/31/2014	8	989	520	1,517	71,391	47,061	(1.2)
12/31/2015	5	988	539	1,532	74,028	48,321	2.7

[1] Plan 3 totals do not include Plan 3b members, who have made an irrevocable election to remain in the defined contribution plan.

Retirants and Beneficiaries Added to and Removed from Rolls

Valuation date	Added to Roll		Removed from Roll		Year-End Roll		Average Pension	Percentage Change in Average Pension
	No.	Annual Pensions[1]	No.	Annual Pensions[1]	No.	Annual Pensions[1]		
12/31/2006	63	$1,205,241	41	$ 580,114	1,102	$24,146,982	$ 21,912	3.8%
12/31/2007	77	1,763,901	47	665,077	1,132	25,757,557	22,754	3.8
12/31/2008	79	1,879,045	44	693,343	1,167	27,520,308	23,582	3.6
12/31/2009	66	1,338,875	52	708,830	1,181	28,730,505	24,327	3.2
12/31/2010	71	1,847,020	59	949,872	1,193	29,855,835	25,026	2.9
12/31/2011	16	4,305,336	47	824,103	1,310	32,885,454	25,103	0.3
12/31/2012	50	1,010,373	58	1,036,870	1,302	31,730,663	24,371	(2.9)
12/31/2013	72	1,676,296	47	744,036	1,327	33,294,857	25,090	3.0
12/31/2014	68	1,549,070	54	927,726	1,341	34,427,388	25,673	2.3
12/31/2015	90	1,830,381	51	1,132,754	1,380	35,726,088	25,888	0.8

[1] Values are estimated based on annualized pension amounts.

Solvency Test

Valuation date	Aggregate Actuarial Liability For:			Reported Valuation Assets	Portion of Actuarial Liabilities Covered by Reported Assets		
	(1) Active Member Contributions	(2) Retirants and Beneficiaries[1]	(3) Active Members (Employer Financed)		(1)	(2)	(3)
12/31/2006	$45,475,389	$237,860,848	$175,725,905	$505,755,995	100%	100%	126.6%
12/31/2007	46,189,489	256,374,002	180,823,537	533,911,465	100	100	127.9
12/31/2008	46,541,280	272,176,420	193,655,822	512,583,345	100	100	100.2
12/31/2009	49,152,328	279,396,973	200,722,170	509,493,888	100	100	90.1
12/31/2010	50,473,365	293,227,477	196,734,871	516,307,845	100	100	87.7
12/31/2011	45,440,569	349,202,490	160,530,664	513,298,382	100	100	73.9
12/31/2012	49,519,050	347,350,296	174,936,109	520,320,051	100	100	70.6
12/31/2013	50,337,976	362,224,034	169,823,819	542,157,342	100	100	76.3
12/31/2014	51,408,059	369,926,908	168,780,115	560,031,764	100	100	82.2
12/31/2015	51,609,961	378,186,127	176,058,606	568,464,178	100	100	78.8

[1] Includes vested and nonvested terminated members.

System Experience: For the year ended December 31, 2015, the Wichita Employees' Retirement System experienced an actuarial loss of $8.4 million. The loss for the 2015 plan year reflects the combined impact of an actuarial loss of $9.1 on the actuarial value of plan assets and an actuarial gain of $0.7 million on liabilities. Information about the factors that contributed to the actuarial loss is presented in the following table.

	Increase (Decrease)		
	Actuarial Liability (a)	Actuarial Value of Assets (b)	Unfunded Actuarial Liability (a) – (b)
Balances as of December 31, 2014	$ 590,115,082	$ 560,031,764	$ 30,083,318
Changes for the year:			
Normal cost	8,950,771	-	8,950,771
Plan 3 members transferring to Plan 3b	(465,171)	(465,171)	-
Contributions	-	12,605,489	(12,605,489)
Benefit payments	(37,089,403)	(37,089,403)	-
Interest	44,999,517	42,453,723	2,545,794
Expected actuarial value at December 31, 2015	606,510,796	577,536,402	28,974,394
Actual actuarial value as of December 31, 2015	605,854,694	568,464,178	37,390,516
Actuarial gain (loss)	$ 656,102	$ (9,072,224)	$ (8,416,122)

Schedule of Funding Progress

Valuation date	Actuarial Value of Assets (a)	Accrued Actuarial Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b) – (a)	Funded Ratio	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b)-(a))/(c)
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	512,373	(480)	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	40,229	93.1	70,953	56.7
12/31/2014	560,032	590,115	30,083	94.9	71,391	42.1
12/31/2015	568,464	605,855	37,391	93.8	74,028	50.5

A Schedule of Employer Contributions, including a comparison of actuarially determined contributions to actual contributions made, is presented as Required Supplementary Information on page A-26 in the Financial Section of this report.

D. Summary of Benefit Provisions

Plan 1 is a closed plan, which is applicable to members employed prior to July 18, 1981 who did not elect to be converted to Plan 2. Plan 2 is applicable to members employed prior to July 18, 1981 who elected to be covered by Plan 2, those employed or re-employed on or after July 18, 1981 and before January 1, 1994, and Plan 3 members who, upon vesting, elect to become members of Plan 2. A summary of benefit provisions applicable to the plans is presented below. A more detailed description of Plan provisions is available upon request from the Pension Management Office.

Contributions:

- *Employee contributions:*

  Plan 1: 6.4% of base salary, longevity and overtime pay.

  Plan 2 and Plan 3: 4.7% of base salary and longevity pay (effective February 19, 2000).

- *Employer contributions:*

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

Unused sick leave: Accumulated unused sick leave is converted to service credits for the purpose of computing annual benefits.

Normal Retirement:

- *Eligibility:*

  Plan 1: Age 60 with seven or more years of service, or any age with 30 or more years of service.

  Plan 2: Age 62 with seven or more years of service.

- *Benefit:*

  Plan 1: Years of service times 2.5% of final average salary, to a maximum of 75%.

  Plan 2: Years of service times 2.25% of final average salary, to a maximum of 75%.

- *Final Average Salary:* Average for the three consecutive years within the last 10 years of service that produce the highest average salary.

Early Retirement:

- *Eligibility:* Age 55 with seven or more years of service.
- *Benefit:* An amount computed as for normal retirement, but reduced for each month retirement precedes age 60 under Plan 1 and age 62 under Plan 2. The amount of reduction per month of early retirement is computed as follows:

  Plan 1: A service-graduated percentage for each month retirement precedes age 60. The percentage is .05 of 1% if service is 29 years but less than 30 years, increasing by .05 of 1% for each additional year service is less than 30 years, to a maximum of .50 of 1% if service is less than 21 years.

  Plan 2: An age-graduated percentage for each month retirement precedes age 62. The percentage is 0.6% for each month that the member's age precedes age 62, up to a maximum of 50.4% at age 55.

Service-Connected Disability:

- *Eligibility:* No age or service requirement. Disability must be permanent and total, and precludes performance of any duties for a City position commensurate with the employee's training, experience, and education.

- *Benefit:*

  Plan 1: 60% of final rate of salary.

  Plan 2: 50% of final rate of salary.

Non-Service Connected Disability:

- *Eligibility:* Seven or more years of service and under age 60, Plan 1, or age 62, Plan 2. Disability must be permanent and total and preclude performance of any duties for a City position commensurate with the employee's training, experience and education.
- *Benefit:*

  Plan 1: 30% of final average salary plus 1% of final average salary for each year of service in excess of seven years, to a maximum of 50%.

  Plan 2: 25% of final rate of salary.

Deferred Retirement Option Plan (DROP):

- *Eligibility:* Must be eligible for retirement and elect to participate in the DROP for 1 to 60 months.
- *Benefit:* Benefit computed based on years of service and final average salary as of DROP election date, which is paid into member's notational DROP account during the deferral period. Member continues to make required employee contributions during the deferral period. Interest at an annual rate of 5% is credited to the notational DROP account. Voluntary termination of employment during the DROP period results in a loss of accrued interest. Balance of DROP account is payable within 90 days of actual termination of employment.

Deferred Retirement:

- *Eligibility:*

  Plan 1: Termination of service with 7 or more years of service and under age 60.

  Plan 2: Termination of service with 7 or more years of service and under age 62.
- *Benefit:* Deferred pensioner may apply for a reduced retirement benefit upon meeting the applicable age requirement for early retirement (55 years) or an unreduced pension upon meeting the applicable age requirement for normal retirement (60 years, Plan 1 or 62 years, Plan 2). A refund of employee contributions, plus 5% annual interest, may be elected in lieu of a retirement benefit. Retirement benefit is computed as for normal retirement. Deferred pensions are adjusted during the deferral period based on changes in the National Average Earnings Index, up to 5.5% annually.

Pre-Retirement Survivor Benefits (surviving spouse and minor child):

- *Eligibility:* Death of employee with seven or more years of credited service.
- *Benefit:* 50% of the benefit earned by the deceased employee at the time of death, plus 10% of the deceased employee's final average salary for each minor child under age 18, to a maximum of 75% of final average salary. If no surviving spouse, benefit is 20% of final average salary on account of each child to a maximum of 60% of final average salary; terminates when child reaches age 18.

Pre-Retirement Survivor Benefits (designated beneficiary): When no spouse or minor child is eligible for a survivor's benefit, the retiree may designate a beneficiary.

- *Eligibility:* Death of employee with seven or more years of credited service.

- *Benefit:* Accumulated contributions plus 5% annual interest, and one month's salary for each full year of service, not to exceed six months of salary.

Post-Retirement Survivor Benefits (surviving spouse and minor child):

- *Eligibility:* 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. A minor child must be under age 18.
- *Benefit:* 50% of benefit paid to retiree at time of death, plus 10% of retiree's final average salary for each minor child under age 18, to a maximum of 75% of final average salary. If no surviving spouse, benefit is 20% of final average salary on account of each child to a maximum of 60% of final average salary; terminates when child reaches age 18. Plan 1 also includes a $1,500 funeral benefit.

Post-Retirement Survivor Benefits (designated beneficiary): When no spouse or minor child is eligible for a survivor's benefit, the retiree may designate a beneficiary.

- *Benefit:* Final partial benefit due retiree through date of death plus balance, if any, of contributions and interest. Plan 1 also includes a $1,500 funeral benefit.

Refund of Contributions:

- *Eligibility:* Termination of employment without eligibility for any other benefit.
- *Benefit:* Accumulated contributions at the time of termination, plus 5% annual interest.

3. Wichita Employees' Retirement System Plan 3 and Plan 3b

The City contributes to Wichita Employees' Retirement System Plan 3, a defined contribution pension plan, for all of its full-time civilian employees hired or rehired on or after January 1, 1994. Provisions of the plan are outlined in the financial section of this report beginning on page A-20.

A. Summary of Benefit Provisions

Because Plan 3 and Plan 3b are defined contribution plans, members of those plans are only entitled to certain limited retirement benefits as described below. In the event that a Plan 3 or Plan 3b member is granted either of these benefits, the member will be required to forfeit the balance of contributions and earnings in his or her participant account.

Service-Connected Disability:

- *Eligibility:* No age or service requirement. Disability must be permanent and total and preclude the performance of any duties for a City position commensurate with the employee's training, experience and education.
- *Benefit:* 50% of final rate of salary; or distribution of vested Plan 3 account.

Non-Service Connected Disability:

- *Eligibility:* Seven or more years of service and under age 62. Disability must be permanent and total and preclude the performance of any duties for a City position commensurate with the employee's training, experience and education.
- *Benefit:* 25% of final rate of salary; or distribution of vested Plan 3 account.

2. Police and Fire Retirement System of Wichita, Kansas

Provisions of the plan are outlined in the Financial Section of this report beginning on page A-18. The Plans prepare two actuarial valuations - one for funding purposes and one for accounting and financial reporting purposes under Governmental Accounting Standards Board Statement 67, *Financial Reporting for Pension Plans - an Amendment of GASB Statement No. 25*. With the exception of the discount rate used, the actuarial cost methods and assumptions used for financial reporting purposes are consistent with those utilized for funding purposes.

A. Actuarial Cost Method

The actuarial cost method is a procedure for allocating the actuarial present value of pension plan 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:

- The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement and
- 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 age.

The portion of the actuarial present value of retirement system benefits 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 the actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability (or surplus). The Police and Fire Retirement System (PFRS) had an unfunded actuarial liability of $35.0 million as of December 31, 2015.

B. Actuarial Assumptions Used for Valuations

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and participant information of the Retirement System, using the actuarial cost method. These assumptions were proposed by the Fund's actuary following the completion of an experience study covering the period January 1, 2009 through December 31, 2013, and adopted by the Board on September 17, 2014. An experience study is performed every five years.

The actuarial valuation of assets is based upon the "Expected Value plus 25%" method, which levels the effects of fair value fluctuations by recognizing 25% of the difference between the expected actuarial value and the fair value of assets. The Board first adopted this methodology for the December 31, 2002 valuation. Actuarial gains and losses reduce or increase the unfunded actuarial liability or surplus, which is amortized over a rolling 20-year amortization period.

Long-Term Rate of Return: The investment return rate, net of investment expenses and administrative expenses, used for the actuarial valuation performed for funding purposes is 7.75% per year, compounded annually. This rate consists of 3.25% in recognition of long-term price inflation and 4.50% in recognition of a 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 2014.

The 7.90% rate of return used for accounting purposes is based on the same underlying data as the rate used for funding purposes. However, the rate used for accounting purposes represents investment return, net of investment expenses. Administrative expenses are accounted for separately, consistent with the requirements of GASB Statement No. 67.

Salary Projections: These assumptions are used to project current salaries to determine average annual compensation. They consist of the same inflation component used for the investment return assumption, a component reflecting productivity and the competition from other employers for personnel and a years-of-service component to reflect promotion and longevity increments.

Salary increases are assumed to occur mid-year. The salary increase assumptions are expected to produce 4.00% 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 rate of return over assumed wage growth is 3.75% per year. This assumptions was first used for the December 31, 2014 valuation. Assumptions about annual rates of salary increases are summarized in the accompanying table.

Years of Service	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.25%	0.75%	2.75%	6.75%
5	3.25	0.75	2.75	6.75
10	3.25	0.75	2.75	6.75
15	3.25	0.75	2.75	6.75
20	3.25	0.75	1.00	5.00
25	3.25	0.75	1.00	5.00
30	3.25	0.75	1.00	5.00

Annual Post-Retirement Benefit Increases: Retirees in the Police and Fire Retirement System are entitled to annual post-retirement benefit increases of 2% of their original benefit after 36 months of retirement. Post-retirement benefit increases are not compounded.

Rates of Retirement and Backward Deferred Retirement Option Plan (Back DROP) Elections: The rates displayed in the accompanying table are used to measure the probability of eligible members retiring under either the regular retirement provisions or the Backward Deferred Retirement Option Plan (Back DROP). It is assumed that members who retire under service retirement provisions elect a Back DROP of up to five years which maximizes the actuarial value of the retirement benefit determined as of the retirement date. These rates were first used for the December 31, 2014 valuation.

Plans A & B			Plan C-79				
				Less than 30 YOS		30 or more YOS	
Years of Service (YOS)	Police	Fire	Retirement Age	Police	Fire	Police	Fire
Less than 28	5%	5%	50	10%	10%	10%	20%
29	5	5	51	10	10	10	20
30	10	5	52	10	10	10	20
31	10	5	53	20	15	10	20
32	30	25	54	20	15	10	20
33	50	25	55	20	10	10	25
34	50	25	56	20	10	30	25
35 or more	100	100	57	20	20	30	30
			58	20	15	30	50
			59	20	15	30	50
			60 or more	100	100	100	100

Marriage: Eighty percent of non-retired members were assumed to be married for purposes of death benefits. In each case, the male was assumed to be three years older than the female.

Sick Leave: Accumulated unused sick leave is converted to service credits for the purpose of computing annual benefits. The calculated normal retirement benefits were increased by 3% to account for the

inclusion of unused sick leave in the calculation of service credit. This assumption was last revised with the December 31, 2014 valuation.

Forfeiture of Vested Benefits: A percentage of the actuarial present value of vested termination benefits is assumed to be forfeited by a withdrawal of accumulated contributions. This percentage is applied individually based on years of service. The data in the accompanying table was first used for the December 31, 2014 actuarial valuation.

Years of Service	Percent Forfeiting
10-14	75%
15-19	10
20 or more	-

Mortality Assumptions: This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each pension payment being made after retirement. As summarized in the following table, the RP-2000 tables are used, with generational mortality. The table was first used in the December 31, 2004 actuarial valuation.

Pre-retirement mortality rates	based on the RP-2000 Employee Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.
Post-retirement mortality rates	based on the RP-2000 Healthy Annuitant Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.
Disabled mortality rates	based on the RP-2000 Disabled Table for males and females, as appropriate, with adjustments for mortality improvements based on Scale AA.

Rates of Disability: This assumption measures the probabilities of a member receiving a disability retirement. The rates do not apply to members who are eligible to retire. The rates of recovery from disability are assumed to be zero. The accompanying table provides the assumed probability of active members becoming disabled in during the next year. These rates were first used for the December 31, 2014 valuation.

Age	Police	Fire
20	0.09%	0.07%
25	0.15	0.12
30	0.30	0.24
35	0.49	0.39
40	0.69	0.54
45	0.88	0.70
50	1.08	0.85
55	1.25	0.91

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. This assumption was last revised for the December 31, 2014 valuation.

Vested Deferred Pensions: Amounts for Plan C are assumed to increase during the deferral period to 4.0% per year, compounded annually. This assumption was most recently revised with the December 31, 2009 valuation.

	Annual Probability of Terminating	
Years of Service	Police	Fire
0-4	5.50%	3.00%
5-7	3.00	3.00
8-13	3.00	2.00
14-15	1.00	2.00
16-22	1.00	-
More than 22	-	-

C. Actuarial Tables

Several tables are presented on the following pages to provide information about active members of the Police and Fire Retirement system, as well as retirees and beneficiaries. These tables also present information about the solvency of the plan, system experience and funding progress.

Active Member Valuation Data

Valuation date	Number of Members: Plan A	Number of Members: Plan C-79	Number of Members: Total	Annual Payroll (in thousands)	Average Annual Pay	Percentage Change in Average Annual Pay
12/31/2006	59	1,021	1,080	$ 53,530	$ 49,565	(0.3)%
12/31/2007	57	1,035	1,092	57,310	52,482	5.9
12/31/2008	47	1,029	1,076	60,282	56,024	6.7
12/31/2009	32	1,068	1,100	63,055	57,323	2.3
12/31/2010	21	1,068	1,089	63,077	57,922	1.0
12/31/2011	14	1,074	1,088	62,759	57,683	(0.4)
12/31/2012	11	1,073	1,084	64,150	59,179	2.6
12/31/2013	9	1,076	1,085	65,306	60,190	1.7
12/31/2014	8	1,060	1,068	64,572	60,461	0.1
12/31/2015	5	1,045	1,050	65,560	62,438	3.3

Retirants and Beneficiaries Added to and Removed from Rolls

Valuation date	Added to Roll		Removed from Roll		Year-End Roll		Average Pension	Percentage Change in Average Pension
	No.	Annual Pensions[1]	No.	Annual Pensions[1]	No.	Annual Pensions[1]		
12/31/2006	29	$ 715,353	26	$ 389,856	840	$18,349,917	$ 21,845	2.5%
12/31/2007	21	548,513	28	452,202	833	18,777,464	22,542	3.2
12/31/2008	39	510,543	32	417,236	840	19,492,053	23,205	2.9
12/31/2009	57	1,959,741	24	398,908	873	21,357,569	24,465	5.4
12/31/2010	47	1,439,435	28	541,662	892	22,570,141	25,303	3.4
12/31/2011	48	1,615,338	29	525,289	911	24,030,607	26,378	4.2
12/31/2012	33	1,201,800	23	435,120	921	25,226,219	27,390	3.8
12/31/2013	48	1,938,485	17	380,985	952	27,143,376	28,512	4.1
12/31/2014	63	2,400,693	44	850,741	971	29,165,652	30,037	5.3
12/31/2015	44	1,652,860	26	494,625	989	30,774,324	31,117	3.6

[1] Values are estimated based on annualized pension amounts.

Solvency Test

Valuation date	Aggregate Actuarial Liability For:			Reported Valuation Assets	Portion of Actuarial Liabilities Covered by Reported Assets		
	(1) Active Member Contributions	(2) Retirants and Beneficiaries[1]	(3) Active Members (Employer Financed)		(1)	(2)	(3)
12/31/2006	$48,361,719	$216,449,174	$174,368,239	$444,497,827	100%	100%	103.1%
12/31/2007	53,686,866	230,893,426	183,634,348	480,820,001	100	100	106.9
12/31/2008	58,050,319	238,590,747	199,920,080	472,345,191	100	100	87.9
12/31/2009	60,326,408	257,298,665	202,309,181	480,555,562	100	100	80.5
12/31/2010	63,515,814	270,693,677	202,698,947	497,925,786	100	100	80.8
12/31/2011	66,390,179	293,730,691	202,367,017	510,946,217	100	100	74.5
12/31/2012	70,527,705	305,985,839	212,559,831	533,380,618	100	100	73.8
12/31/2013	74,238,693	325,096,785	218,412,805	571,261,929	100	100	78.7
12/31/2014	74,684,418	348,915,979	208,034,004	600,680,146	100	100	85.1
12/31/2015	77,222,492	364,943,124	212,970,051	620,148,816	100	100	83.6

[1] Includes vested and nonvested terminated members.

System Experience: For the year ended December 31, 2015, the Police and Fire Retirement System experienced an actuarial loss of $5.8 million. The loss for the 2015 plan year reflects the combined impact of an actuarial loss of $9.1 on the actuarial value of plan assets and an actuarial gain of $3.3 million on liabilities. Information about the factors that contributed to the actuarial loss is presented in the following table.

	Increase (Decrease)		
	Actuarial Liability (a)	Actuarial Value of Assets (b)	Unfunded Actuarial Liability (a) – (b)
Balances as of December 31, 2014	$ 631,904,401	$ 600,860,146	$ 31,044,255
Changes for the year:			
Normal cost	13,903,573	-	13,903,573
Contributions	-	18,567,710	(18,567,710)
Benefit payments	(36,090,820)	(36,090,820)	-
Interest	48,677,693	45,900,310	2,777,383
Expected actuarial value at December 31, 2015	658,394,847	629,237,346	29,157,501
Actual actuarial value as of December 31, 2015	655,135,667	620,148,816	34,986,851
Actuarial gain (loss)	$ 3,259,180	$ (9,088,530)	$ (5,829,350)

Schedule of Funding Progress

Valuation date	Actuarial Value of Assets (a)	Accrued Actuarial Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b) – (a)	Funded Ratio	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b)-(a))/(c)
12/31/2006	$ 444,498	$ 439,179	$ (5,319)	101.2%	$ 53,530	(9.9)%
12/31/2007	480,820	468,115	(12,705)	102.7	57,310	(22.2)
12/31/2008	472,345	496,561	24,216	95.1	60,282	40.2
12/31/2009	480,556	519,934	39,378	92.4	63,055	62.5
12/31/2010	497,926	536,908	38,982	92.7	63,077	61.8
12/31/2011	510,946	562,488	51,542	90.8	62,759	82.1
12/31/2012	533,381	589,074	55,693	90.5	64,150	86.8
12/31/2013	571,262	617,748	46,486	92.5	65,306	71.2
12/31/2014	600,860	631,904	31,044	95.1	64,572	48.1
12/31/2015	620,149	655,136	34,987	94.7	65,560	53.4

A Schedule of Employer Contributions, including a comparison of actuarially determined contributions to actual contributions made, is presented as Required Supplementary Information on page A-28 in the Financial Section of this report.

D. Summary of Benefit Provisions

Plan A is a closed plan which was applicable to members who entered the System between January 1, 1965 and December 31, 1978; and to members who entered prior to January 1, 1965 and elected Plan A coverage. Plan B is a closed plan which was applicable to members who entered the System prior to January 1, 1965 and elected Plan B coverage. Plan C-79 is an open plan which is applicable to members entering the System after December 31, 1978. A summary of benefit provisions applicable to the plans is presented below. A more detailed description of Plan provisions is available upon request from the Pension Management office.

Contributions:

- *Employee contributions:*

  Plan A: 8.0% of salary.

  Plan B: 6.0% of salary.

  Plan C-79: 7.0% of salary.

- *Employer contributions:*

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

Unused sick leave: Accumulated unused sick leave is converted to service credits for the purpose of computing annual benefits.

Normal Retirement:

- *Eligibility:*

  Plan A: Any age with 20 years of actual service.

  Plan B: Any age with 20 years of actual service.

  Plan C-79: Age 55 with 10 years of actual service, age 50 with 20 or more years of actual service, or any age with 30 years of creditable service.

- *Benefit:* Years of service times 2.5% of final average salary, to a maximum of 75%.
- *Final Average Salary:* Average for the three consecutive years within the last 10 years of service that produce the highest average salary.

Service-Connected Disability:

- *Eligibility:* No age or service requirement. Disability must be permanent and preclude employee from performing the duties of their position.
- *Benefit:* 75% of final salary rate if injury, 50% if disease.
- *Conditions*: Benefit plus earnings from gainful employment cannot exceed current salary for rank held at time of disability. Benefit is recomputed at age 55 using service retirement formula, updated final average salary, and service credit for period of disability.

Non-Service Connected Disability:

- *Eligibility:* Seven or more years of service and under age 55. Disability must be permanent and preclude employee from performing the duties of their position.
- *Benefit:* 30% of final average salary plus 1% of final average salary for each year of service in excess of seven years. Maximum is 50% of final average salary.

- *Conditions*: Benefit plus earnings from gainful employment cannot exceed current salary for rank held at the time of disability.

Backward Deferred Retirement Option Plan (Back DROP):

- *Eligibility:* Must be eligible to receive a service retirement benefit as of the Backward DROP retirement date and elect the Back DROP for a period of 1 to 60 months.
- *Benefit:* Under the Back DROP, 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 Back DROP plus applicable post-retirement adjustments and 5% annual compounded interest.

Deferred Retirement:

- *Eligibility:* Vested members of C-79 who leave City service may defer their pension benefit by electing to leave their contributions in the Retirement System until they are eligible for a retirement benefit; age 55 with less than 20 years of actual service and age 50 with 20 or more years of actual service. A refund of employee contributions, plus 5% annual interest, may be elected in lieu of a retirement benefit.
- *Benefit:* Retirement benefit is computed as for normal retirement. Deferred pensions are indexed during the deferral period based on changes in the National Average Earnings Index, up to 5.5% annually.

Pre-Retirement Survivor Benefits Service-Connected Death:

- *Eligibility:* When death results from performance of duty as a fire fighter or police officer, there is no minimum service requirement. Spouse and minor children of member at the time of death are eligible for a survivor's benefit.
- *Benefit:* 50% of final salary plus 10% of final salary for each minor child under age 18, to a maximum of 75% of final salary. If no surviving spouse, benefit is 20% of final salary for each child to a maximum of 60% of final salary; terminates when child reaches age 18.

Pre-Retirement Survivor Benefits Non-Service-Connected Death:

- *Eligibility:* Spouse and minor children of member at the time of death.

  Plan A: Three or more years of service.

  Plan B: Twenty or more years of service.

  Plan C-79: Three or more years of service.

- *Benefit:*

  Plan A: 35% of final average salary plus 1% of final average salary for each year of service over three years to a maximum of 50% of final average salary, plus 10% of final average salary on account of each minor child under age 18 to a maximum of 66 2/3% of final average salary. If no surviving spouse, benefit is 15% of final average salary on account of each child to a maximum of 50% of final average salary; terminates when child reaches age 18.

  Plan B: 50% of final salary.

  Plan C-79: Identical to Plan A benefits.

Post-Retirement Survivor Benefits:

- *Eligibility:* Twenty or more years of service. If retired prior to January 1, 2000, surviving spouse must have been married to retired member at date of retirement. Effective January 1, 2000, surviving spouse must have been married to retired member for a minimum of 12 months at time of death.
- *Benefit:*

  Plan A: 35% of final average salary plus 1% of final average salary for each year of service over three years to a maximum of 50% of final average salary, plus 10% of final average salary for each minor child under age 18 to a maximum of 66 2/3%. If no surviving spouse, 15% of final average salary for each child to a maximum of 50%.

  Plan B: 50% of final salary to surviving spouse or if no surviving spouse pension's payable to children under age 18.

  Plan C-79: Identical to Plan A benefits.

Funeral Benefit:

- *Eligibility:* Plan A, B and C-79 members who retired after November 21, 1973.
- *Benefit:*

  Plan A: $750 payable to a beneficiary. Plan A members who retired prior to November 21, 1973 are not eligible for a funeral benefit.

  Plan B: $750 payable to a beneficiary. Plan B members who retired between Jaunary 1, 1965 and November 21, 1973 are eligible for a $100 funeral benefit payable to a beneficiary.

  Plan C-79: $750 payable to a beneficiary

Refund of Contributions:

- *Eligibility:* Termination of employment without eligibility for any other benefit.
- *Benefit:* Accumulated contributions at the time of termination plus 5% annual interest, beginning January 1, 2000.

STATISTICAL SECTION

Statistical Section Overview

This section includes detailed schedules showing trends regarding changes in the net position, including deductions from the net position for benefits and refunds beginning on page D-2, average benefit payments beginning on page D-8, and retired members by type and benefit amount beginning on page D-12. These schedules may be considered useful in evaluating the condition of the Systems and understanding the information presented in the financial statements, note disclosures and required supplementary information.

The Schedule of Changes in Plan Net Position, including deductions from net position for benefits and refunds, is derived from the Comprehensive Annual Financial Reports for the relevant fiscal year. All other information is derived from internal sources of the Systems, except for information that is derived from the actuarial valuations of the plans.

CITY OF WICHITA, KANSAS

CHANGES IN FIDUCIARY NET POSITION
WICHITA EMPLOYEES' RETIREMENT SYSTEM

For years ended December 31, 2006 through December 31, 2015
(accrual basis of accounting)

	Fiscal Year			
	2015	2014	2013	2012
ADDITIONS				
Employer contributions	$ 9,031,463	$ 8,464,927	$ 7,990,502	$ 6,471,423
Employee contributions	3,574,026	2,435,831	2,304,481	2,343,641
Net income (loss) from investing activities	13,380	27,894,626	92,166,874	57,965,946
Reclassifications due to participant conversion	-	2,942,734	2,465,600	2,025,607
Total additions	12,618,869	41,738,118	104,927,457	68,806,617
DEDUCTIONS				
Benefit payments				
Service retirement	31,786,968	30,632,053	29,346,178	28,490,161
Survivor benefit	3,121,649	2,956,020	2,762,399	2,658,630
DROP lump sum payments	885,185	2,798,396	2,650,766	1,327,860
Qualified domestic relations order	99,384	58,561	56,936	53,820
Disability (service)	53,201	59,753	57,193	67,910
Disability (non-service)	216,319	216,557	232,372	243,470
Funeral benefits	59,823	57,349	267,956	93,770
Pension administration	553,844	441,869	404,514	396,167
Depreciation	70,241	63,888	63,890	62,562
Refunds	866,874	400,433	570,712	341,634
Reclassifications due to participant conversion	465,171	-	-	-
Total deductions	38,178,659	37,684,879	36,412,916	33,735,984
Net increase (decrease) in fiduciary net position	(25,559,790)	4,053,239	68,514,541	35,070,633
Net position - beginning, as previously reported	552,232,824	548,179,585	479,665,044	444,594,411
Prior period adjustment	14,574,469	-	-	-
Net position - beginning, restated	566,807,293	548,179,585	479,665,044	444,594,411
Net position - ending	$ 541,247,503	$ 552,232,824	$ 548,179,585	$ 479,665,044

Note: In 2015, a prior period adjustment was made to report non-vested Plan 3 participants as part of the Wichita Employees' Retirement System. Prior to 2015, those members were reported with 3b members in the defined contribution plan. Reclassifications due to participant conversion represent members of Plan 3 who vest with seven years of service and move into either Plan 2 or Plan 3b.

Fiscal Year					
2011	2010	2009	2008	2007	2006
$ 6,596,124	$ 4,529,765	$ 2,545,331	$ 2,450,162	$ 2,357,052	$ 2,264,339
2,537,440	2,664,619	2,639,080	2,621,076	2,543,563	2,445,103
2,570,423	55,169,082	78,011,118	(150,525,640)	54,108,853	67,028,887
2,680,431	1,276,393	1,664,681	2,019,289	2,102,726	1,983,067
14,384,418	63,639,859	84,860,210	(143,435,113)	61,112,194	73,721,396
25,279,476	23,806,844	22,406,162	21,107,131	19,618,444	18,731,065
2,591,380	2,478,774	2,449,423	2,369,917	2,174,019	2,069,030
5,873,920	3,104,564	2,352,858	1,820,599	2,809,284	947,843
56,285	74,004	81,064	63,516	60,617	59,079
67,247	78,511	75,314	76,736	100,921	110,817
247,876	254,152	262,579	286,251	218,443	210,243
66,890	93,649	55,317	71,192	70,929	73,779
444,630	429,764	444,112	438,411	384,528	355,954
63,016	63,477	64,615	34,266	-	-
449,266	191,171	247,890	313,595	232,417	287,379
-	-	-	-	-	-
35,139,986	30,574,910	28,439,334	26,581,614	25,669,602	22,845,189
(20,755,568)	33,064,949	56,420,876	(170,016,727)	35,442,592	50,876,207
465,349,979	432,285,030	375,864,154	545,880,881	510,438,289	459,562,082
-	-	-	-	-	-
465,349,979	432,285,030	375,864,154	545,880,881	510,438,289	459,562,082
$ 444,594,411	$ 465,349,979	$ 432,285,030	$ 375,864,154	$ 545,880,881	$ 510,438,289

CITY OF WICHITA, KANSAS

CHANGES IN FIDUCIARY NET POSITION
WICHITA EMPLOYEES' RETIREMENT SYSTEM PLAN 3b

For years ended December 31, 2006 through December 31, 2015
(accrual basis of accounting)

	Fiscal Year			
	2015	2014	2013	2012
ADDITIONS				
Employer contributions	$ 190,049	$ 1,147,770	$ 1,116,464	$ 1,189,456
Employee contributions	190,049	1,147,770	1,116,240	1,189,456
Net income (loss) from investing activities	(80,749)	1,104,224	3,655,978	2,315,117
Reclassifications due to participant conversion	465,171	-	-	-
Total additions	764,520	3,399,764	5,888,682	4,694,029
DEDUCTIONS				
Pension administration	5,056	64,686	73,351	72,742
Depreciation	-	54,768	54,763	53,625
Refunds	733,125	1,107,222	1,010,244	959,751
Reclassifications due to participant conversion	-	2,942,734	2,465,600	2,025,607
Total deductions	738,181	4,169,410	3,603,958	3,111,725
Net increase (decrease) in fiduciary net position	26,339	(769,646)	2,284,724	1,582,304
Net position - beginning, as previously reported	21,156,891	21,926,537	19,641,813	18,059,509
Prior period adjustment	(14,574,469)	-	-	-
Net position - beginning, restated	6,582,422	21,926,537	19,641,813	18,059,509
Net position - ending	$ 6,608,761	$ 21,156,891	$ 21,926,537	$ 19,641,813

Note: In 2015, a prior period adjustment was made to report non-vested Plan 3 participants as part of the Wichita Employees' Retirement System. Prior to 2015, those members were reported with 3b members in the defined contribution plan. Reclassifications due to participant conversion represent members of Plan 3 who vest with seven years of service and move into either Plan 2 or Plan 3b.

Fiscal Year					
2011	2010	2009	2008	2007	2006
$ 1,244,150	$ 2,298,753	$ 1,478,256	$ 1,494,079	$ 1,428,686	$ 1,369,009
1,244,150	1,349,100	1,478,256	1,494,079	1,428,686	1,369,009
170,531	2,124,997	2,608,965	(4,387,641)	1,542,383	1,876,517
-	-	-	-	-	-
2,658,831	5,772,850	5,565,477	(1,399,483)	4,399,755	4,614,535
76,217	73,844	77,565	69,865	32,639	31,374
54,017	54,408	55,384	29,371	-	-
709,739	642,116	477,290	698,751	864,999	786,140
2,680,431	1,276,393	1,664,681	2,019,289	2,102,726	1,983,067
3,520,404	2,046,761	2,274,920	2,817,276	3,000,364	2,800,581
(861,573)	3,726,089	3,290,557	(4,216,759)	1,399,391	1,813,954
18,921,082	15,194,993	11,904,436	16,121,195	14,721,804	12,907,850
-	-	-	-	-	-
18,921,082	15,194,993	11,904,436	16,121,195	14,721,804	12,907,850
$ 18,059,509	$ 18,921,082	$ 15,194,993	$ 11,904,436	$ 16,121,195	$ 14,721,804

CITY OF WICHITA, KANSAS

CHANGES IN FIDUCIARY NET POSITION
POLICE AND FIRE RETIREMENT SYSTEM

For years ended December 31, 2006 through December 31, 2015
(accrual basis of accounting)

	Fiscal Year			
	2015	2014	2013	2012
ADDITIONS				
Employer contributions	$ 13,964,379	$ 14,464,181	$ 14,889,714	$ 14,113,014
Employee contributions	4,603,331	4,529,895	4,607,691	4,543,523
Net income (loss) from investing activities	(163,702)	30,596,067	99,494,232	60,619,414
Total additions	18,404,008	49,590,143	118,991,637	79,275,951
DEDUCTIONS				
Benefit payments				
Service retirement	24,767,622	22,854,129	21,081,456	19,751,947
Survivor benefit	3,216,979	3,147,177	2,963,019	2,798,141
Backward DROP lump sum payments	5,550,489	7,903,252	5,202,861	3,245,820
Qualified domestic relations order	200,947	159,200	130,426	116,670
Disability (service)	1,818,427	1,794,729	1,701,928	1,816,648
Disability (non-service)	70,479	70,558	68,445	67,428
Funeral benefits	17,697	28,688	9,871	11,425
Pension administration	483,193	478,320	402,003	396,424
Depreciation	37,825	63,887	401,901	62,562
Refunds	448,180	457,423	63,890	357,192
Total deductions	36,611,838	36,957,363	32,025,800	28,624,257
Net increase (decrease) in fiduciary net postion	(18,207,830)	12,632,780	86,965,837	50,651,694
Net position - beginning	611,091,056	598,458,276	511,492,439	460,840,745
Net position - ending	$ 592,883,226	$ 611,091,056	$ 598,458,276	$ 511,492,439

Fiscal Year					
2011	2010	2009	2008	2007	2006
$ 13,806,880	$ 13,119,984	$ 11,034,552	$ 10,549,401	$ 10,029,253	$ 9,849,536
4,403,425	4,467,983	4,443,524	4,277,247	4,056,022	3,789,743
2,404,099	54,963,698	75,500,370	(140,686,744)	49,134,414	59,897,041
20,614,404	72,551,665	90,978,446	(125,860,096)	63,219,689	73,536,320
18,492,549	17,657,512	16,313,729	15,124,453	14,767,792	14,350,119
2,704,987	2,569,695	2,367,563	2,293,653	2,175,191	2,080,107
2,877,779	4,296,127	3,444,839	2,013,670	873,050	641,517
117,737	115,432	93,762	80,179	72,056	64,614
1,835,512	1,745,289	1,557,901	1,459,306	1,476,513	1,558,438
66,411	65,394	64,377	63,359	62,342	69,970
21,371	16,618	14,891	18,351	15,578	18,655
445,898	421,251	438,348	418,165	366,637	354,904
63,016	63,477	64,615	34,266	-	-
636,120	492,380	295,424	493,516	254,190	384,672
27,261,380	27,443,175	24,655,449	21,998,918	20,063,349	19,522,996
(6,646,976)	45,108,490	66,322,997	(147,859,014)	43,156,340	54,013,324
467,487,721	422,379,231	356,056,234	503,915,248	460,758,908	406,745,584
$ 460,840,745	$ 467,487,721	$ 422,379,231	$ 356,056,234	$ 503,915,248	$ 460,758,908

CITY OF WICHITA, KANSAS

AVERAGE BENEFIT PAYMENTS
WICHITA EMPLOYEES' RETIREMENT SYSTEM

For years ended December 31, 2006 through December 31, 2015

	Fiscal Year			
	2015	2014	2013	2012
AVERAGE MONTHLY PENSION				
0 - 5 years of service	$ -	$ -	$ -	$ -
5 - 10 years of service	746	665	1,164	980
10 - 15 years of service	1,095	950	1,278	921
15 - 20 years of service	1,791	1,624	1,621	2,026
20 - 25 years of service	1,861	1,957	1,992	2,492
25 - 30 years of service	2,983	2,230	2,433	2,477
More than 30 years of service	4,003	3,217	3,891	3,455
Average for all years of service	2,174	1,921	1,760	2,084
AVERAGE FINAL AVERAGE SALARY				
0 - 5 years of service	$ -	$ -	$ -	$ -
5 - 10 years of service	3,823	3,206	5,437	3,361
10 - 15 years of service	3,617	3,353	4,091	3,472
15 - 20 years of service	4,546	4,343	3,914	4,541
20 - 25 years of service	3,727	4,027	4,288	5,275
25 - 30 years of service	4,799	4,065	4,397	4,762
More than 30 years of service	5,197	4,495	5,388	5,125
Average for all years of service	4,367	4,026	4,409	4,460
AVERAGE NUMBER OF MEMBERS RETIRING				
0 - 5 years of service	-	-	-	-
5 - 10 years of service	11	11	8	2
10 - 15 years of service	7	10	17	6
15 - 20 years of service	13	19	12	5
20 - 25 years of service	9	14	6	4
25 - 30 years of service	9	9	7	6
More than 30 years of service	13	20	4	4
Total for all years of service	62	83	54	27

Fiscal Year					
2011	2010	2009	2008	2007	2006
$ -	$ 290	$ -	$ -	$ -	$ -
554	-	593	528	554	436
994	2,852	1,158	821	894	692
1,655	-	1,482	1,547	1,180	1,129
1,853	2,745	2,173	2,250	1,895	2,038
2,435	3,646	2,870	3,137	3,015	3,342
3,187	1,993	2,758	3,760	3,443	2,265
1,844	2,928	2,084	2,420	2,199	1,415
$ -	$ 2,956	$ -	$ -	$ -	$ -
3,110	-	2,962	2,660	4,493	2,538
3,298	5,058	3,904	3,089	3,414	2,708
4,359	-	3,451	3,901	3,239	2,932
4,021	5,100	4,192	4,133	3,432	3,720
4,090	5,134	4,225	4,371	4,215	4,520
4,703	4,269	4,008	5,005	4,591	3,020
3,995	4,839	3,929	4,094	3,861	2,777
-	1	-	-	-	-
11	-	6	4	2	5
21	2	10	16	9	4
23	-	5	9	7	5
31	2	5	6	9	9
18	7	23	25	29	25
19	2	4	18	1	1
123	14	53	78	57	49

CITY OF WICHITA, KANSAS

AVERAGE BENEFIT PAYMENTS
POLICE AND FIRE RETIREMENT SYSTEM

For years ended December 31, 2006 through December 31, 2015

	Fiscal Year			
	2015	2014	2013	2012
AVERAGE MONTHLY PENSION				
0 - 5 years of service	$ -	$ 3,710	$ -	$ -
5 - 10 years of service	-	-	3,371	-
10 - 15 years of service	-	1,867	2,254	2,344
15 - 20 years of service	4,203	1,993	3,930	3,929
20 - 25 years of service	3,004	2,971	3,037	3,691
25 - 30 years of service	4,074	4,212	4,138	-
More than 30 years of service	4,589	4,870	4,790	-
Average for all years of service	3,979	3,984	3,697	3,281
AVERAGE FINAL AVERAGE SALARY				
0 - 5 years of service	$ -	$ 4,890	$ -	$ -
5 - 10 years of service	-	-	4,262	-
10 - 15 years of service	-	5,150	4,065	3,838
15 - 20 years of service	5,280	4,842	4,961	5,120
20 - 25 years of service	5,490	5,132	4,936	5,652
25 - 30 years of service	5,963	5,698	5,696	-
More than 30 years of service	5,824	6,192	6,387	-
Average for all years of service	5,756	5,671	5,337	4,959
AVERAGE NUMBER OF MEMBERS RETIRING				
0 - 5 years of service	-	1	-	-
5 - 10 years of service	-	-	1	-
10 - 15 years of service	-	1	3	2
15 - 20 years of service	1	1	1	1
20 - 25 years of service	8	13	10	3
25 - 30 years of service	9	11	20	-
More than 30 years of service	11	17	2	-
Total for all years of service	29	44	37	6

Fiscal Year					
2011	2010	2009	2008	2007	2006
$ -	$ 290	$ -	$ -	$ -	$ -
-	-	3,016	-	-	4,549
2,381	2,852	2,237	2,539	-	2,249
3,784	-	3,834	-	-	3,393
2,983	2,745	2,808	2,489	2,436	2,346
4,064	3,646	3,964	3,989	3,635	3,410
4,847	1,993	4,034	4,308	3,400	3,462
3,349	2,928	3,180	3,351	3,132	3,092
$ -	$ 2,956	$ -	$ -	$ -	$ -
-	-	3,341	-	-	4,221
3,980	5,058	5,074	4,536	-	4,559
4,970	-	4,893	-	-	3,023
4,704	5,100	4,771	4,615	3,992	3,774
5,810	5,134	5,426	5,488	5,030	4,872
6,463	4,269	5,378	5,744	4,534	4,793
4,997	4,839	4,943	5,113	4,565	4,515
-	1	-	-	-	-
-	-	2	-	-	1
2	2	4	2	-	4
2	-	1	-	-	1
9	2	12	7	8	5
4	7	9	9	10	11
1	2	1	2	2	5
18	14	29	20	20	27

CITY OF WICHITA, KANSAS

RETIRED MEMBERS BY TYPE AND BENEFIT AMOUNT
WICHITA EMPLOYEES' RETIREMENT SYSTEM

As of December 31, 2015

Monthly Benefit	Active in DROP	Non-Service Disability	QDRO[1]	Service	Service Disability	Survivor	Total
Less than $500	-	2	1	59	-	75	137
500 - 1,000	2	8	4	151	1	72	238
1,000 - 1,500	6	4	3	141	-	66	220
1,500 - 2,000	8	1	-	152	3	36	200
2,000 - 2,500	9	2	1	111	-	14	137
2,500 - 3,000	10	-	1	96	-	5	112
3,000 - 3,500	8	-	-	114	-	3	125
3,500 - 4,000	4	-	-	77	-	-	81
4,000 - 4,500	5	-	-	68	-	-	73
4,500 - 5,000	3	-	-	42	-	-	45
More than $5,000	3	-	-	66	-	1	70
	58	17	10	1,077	4	272	1,438

POLICE AND FIRE RETIREMENT SYSTEM

As of December 31, 2015

Monthly Benefit	Non-Service Disability	QDRO[1]	Service	Recalc. Service Disability	Service Disability	Survivor	Total
Less than $500	-	2	5	-	-	4	11
500 - 1,000	2	9	17	-	4	34	66
1,000 - 1,500	4	7	57	1	-	43	112
1,500 - 2,000	-	1	119	2	-	44	166
2,000 - 2,500	-	-	133	2	-	36	171
2,500 - 3,000	-	1	96	6	5	8	116
3,000 - 3,500	-	-	85	8	14	2	109
3,500 - 4,000	-	-	71	19	12	-	102
4,000 - 4,500	-	-	55	9	8	1	73
4,500 - 5,000	-	-	26	5	-	1	32
More than $5,000	-	-	28	3	-	-	31
	6	20	692	55	43	173	989

[1] Qualified Domestic Relations Order

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Amending Preliminary Estimate for Improvements to USD 259 (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the amended preliminary estimate.

Background: On June 7, 2016, the City Council approved a revised preliminary estimate for improvements to serve USD 259 4th Addition. A review of the preliminary estimate revealed a technical error that should be corrected.

Analysis: The preliminary estimate was for the cost of paving improvements to serve USD 459 4th Addition. An amending preliminary estimate has been prepared to correct the name to serve UDS 259 4th Addition.

Financial Considerations: The budget remains $584,000, as previously approved on June 7, 2016.

Legal Considerations: The Law Department has reviewed and approved this item as to form.

Recommendation/Actions: It is recommended that the City Council approve the amended not to be advertised preliminary estimate and authorize the necessary signatures.

Attachment: Amended not to be advertised preliminary estimate.

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 26, 2016

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East. (District II) (472-84941/766316/490337) – Total Estimated Cost $584,000.

To the City Council
Wichita, Kansas

Date of CC	07/26/2016
(OCA/PROJ)	766316/472-84941
(PPN)	490-337

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East (District II).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost $584,000

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2016.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve USD 259 4th Addition, south of Pawnee, west of 127th Street East. (District II) (472-84941/766316/490337) – Total Estimated Cost $584,000.

Page _____ Exhibit _____

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: KDOT Street Safety Education Campaign

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Approve the grant application and authorize the necessary signatures.

Background: On February 5, 2013, the Wichita City Council endorsed the Wichita Bicycle Master Plan. The plan is a guide for how the City can make it easier, safer, and more convenient to get around the City on a bicycle through the provision of bicycle related infrastructure, policies, and programs. Plan Strategy 11 recommends that the City promote bicycle education and encouragement in Wichita through partnerships with community organizations and businesses.

Each year, the Kansas Department of Transportation (KDOT) administers a competitive application process for federal Section 402 State and Community Highway Safety Grant Program funding. This federal program provides funding for education, enforcement, and research programs designed to reduce traffic crashes, injuries, and property damage. The funding cycle operates on the Federal fiscal year ending on September 30, 2017.

Analysis: The proposed grant application would fund partial implementation of the City of Wichita Street Safety Education Initiative by undertaking a public education campaign with the following recommended activities.

- Production of final campaign elements (English and Spanish)
- Media procurement – purchase, coordination, and deployment of media buys
- Printing materials and purchase of bike and pedestrian safety items
- Outreach and education
- Evaluation of the campaign's effectiveness

The education campaign will help improve the safety of people on Wichita streets by addressing the following safety issues.

- crashes involving motor vehicles and bicyclists
- crashes involving bicyclists and pedestrians; and
- crashes involving motor vehicles and pedestrians.

The safety of people on Wichita streets is important because the City of Wichita is overrepresented in statewide statistics of motor vehicle crashes involving people bicycling or people walking. Within Wichita, in the four years from 2011 to 2014 - there were 320 reported motor vehicle crashes involving bicyclists; and 310 reported motor vehicle crashes involving pedestrians. On average, there are approximately 217 reported motor vehicle crashes per year involving either pedestrians or bicyclists in Wichita (an average of nearly one crash every 1.5 days). The City of Wichita is the largest City in Kansas and the Wichita region (identified as the Wichita Area Metropolitan Planning Organization area) makes up approximately 18% of the state's population. However, a disproportionate amount of statewide crashes

involving bicyclists or pedestrians occur in the region: pedestrians (21%) bicyclists (27%). Pedestrians and bicyclists are an especially vulnerable road user group and U.S. Transportation Secretary Anthony Foxx has recently issued a call to action to improve the safety of bicyclists and pedestrians.

Financial Considerations: The KDOT grant funding application is for $50,000, which is only available as a reimbursement for costs incurred by the City. The grant application provides specific information about how funding would be utilized for personnel, commodities, contractuals, and communications.

If the grant application is successful, then the grant funding could reimburse expenses incurred on or after October 1, 2016. The City would be required to submit all the reimbursement requests to KDOT by September 30, 2017. A local match is not required and one is not proposed at this time.

Legal Considerations: If approved, a separate grant agreement will be submitted to the Law Department for approval as to form.

Recommendations/Actions: It is recommended that the City Council approve the grant application and authorize the necessary signatures.

Attachments: KDOT Highway Safety Project Detailed Plan (the application form for KDOT)

Highway Safety Project Detailed Plan

Kansas Department of Transportation, Traffic Safety Section

Eisenhower State Office Building, 700 SW Harrison St., Topeka KS 66603

Project Name: Wichita Street Safety Education Campaign

Section 1-Project Agency Information

1. Name of Project Agency: City of Wichita	2. Mailing Address (Street, City, State, Zip Code): 455 N. Main Street 10th Floor Wichita, KS 67202
3. Name & Title of Agency Head: City of Wichita Mayor Jeff Longwell 4. Agency Head Phone: 316.268.4331 5. Agency Head Email: jlongwell@wichita.gov	6. Name & Title of Person Authorized to commit agency to contracts (Board of Directors Chair, City Manager, County Commission Chair, etc.): Jeff Longwell, Mayor of Wichita
7. Name of Project Contract Person: Scott Wadle 8. Contact's Phone: 316.352.4855 9. Contact's Cell Phone: 10. Contact's E-mail: swadle@wichita.gov 11. Contact's FAX:	12. *Preferred Payment Method: *(Select one by clicking on the box)* Check: ☐ Direct Deposit: ☒
13. Alternate Address for KDOT checks (optional):	14. Name of Financial Contact Person (optional): Dale Miller 15. Finance Telephone Number: 316.268.4421 16. Financial Email Address: dmiller@wichita.gov

FOR KDOT USE ONLY

Index: 0403 Project No. SP-1602-17 Contract No. PS-1132-17 *DUNS No. 043063460	Current Contract Period: (From/To): 10/01/2016 – 09/30/2017 Full Project Period: (From/To): 10/01/2016 – 09/30/2017	***Clarification** ***Preferred Payment Method:** If your agency does not now receive state payments by direct deposit, or you are not sure of its status, your financial staff must call the KDOT Federal Aid and Project Accounting Unit at (785) 296-3205 for help getting this process set up correctly. ***DUNS No.:** The DUNS # was originated by Dun and Bradstreet as a means of identifying every private and public entity on earth. It has been adopted by the federal government as the unique identifier for all entities receiving federal funds such as ours. The central financial office for your agency should know your number. ***SAM Expiration Date:** The System for Award Management (SAM) is a central registry the federal government has established on the Internet to record the DUNS # and other information about your agency. Your central financial office should know the date of their most recent registration in this system, or should do so if they haven't ever registered.
Fed. Awarding Agency: NHTSA Fed. Funding Source: 402 PS State Awarding Agency: N/A State Funding Source: N/A	Fed. Employer ID No. (FEIN) 48-6000653 Federal Award ID No. (FAIN) 18X9204020KS15 Fed. Award Date: 11/4/14	
Total Project Funds: $50,000 Total Contract Funds: $50,000 No. of Contract Years: 1	Agency Use: 5590 Budget Unit: 73021 CMS #: 035171132	
*System for Award Mgt. (SAM) Expiration Date: 09/17/16	Sub: Fund: 4100	
Research & Development Funds: N/A Indirect Cost Rate: N/A	CFDA: 20.600 State and Community Highway Safety (A)	
% Local Benefit: 100% Recipient Match Required: ☐ Yes ☒ No If Yes, Amount:	Approved Budget Attached? ☒ Yes ☐ No Other Information:	

Section 2-Safety Issue & Proposed Action

17. Describe the traffic safety issue to be addressed (Problem Statement):

The traffic safety issues addressed by this project are:

- crashes involving motor vehicles and bicyclists
- crashes involving bicyclists and pedestrians; and
- crashes involving motor vehicles and pedestrians.

In the four years from 2011 to 2014, there were 320 reported motor vehicle crashes involving bicyclists; and 310 reported motor vehicle crashes involving pedestrians. On average, there are approximately 217 reported motor vehicle crashes per year involving either pedestrians or bicyclists in Wichita. The City of Wichita is the largest City in Kansas and the Wichita region (identified as the Wichita Area Metropolitan Planning Organization area) makes up approximately 18% of the state's population. However, a disproportionate amount of statewide crashes involving bicyclists or pedestrians occur in the region: pedestrians (21%) bicyclists (27%)[1]. Pedestrians and bicyclists are an especially vulnerable road user group and the U.S. Transportation Secretary Anthony Foxx has recently issued a call to action to improve the safety of bicyclists and pedestrians.

18. Describe the project intended to address these issues (The Proposed Solution):

This project will address these issues through a public media education campaign which will be memorable and effective at reminding road users of lawful roadway interactions. The campaign messaging and tactics will be based on data-driven findings from the citywide crash analysis undertaken as part of the Kansas Health Foundation funded Wichita Street Safety Education Initiative project. The media campaign will undertake the following activities.

- Production of final campaign elements (English and Spanish)
- Media procurement – purchase, coordination, and deployment of media buys
- Printing materials and purchase of bike and pedestrian safety items
- Outreach and education
- Evaluation of the campaigns effectiveness

19. Describe the expected outcomes, benefits, or results (Performance Objectives):

1. The number of bicycle and vehicle crashes will be reduced by 20 percent in FFY 17.
2. The number of pedestrian and vehicle crashes will be reduced by 20 percent in FFY 17.

[1] http://www.wampo.org/Work/OW%20Documents/Safety%20Plan-12.13.11.pdf

Section 3-Budget

DIRECTIONS: Enter your specific Agency categories under each budget line item; then, enter budget costs based on 1-year, 2-year and 3-year projections as applicable. Provide a grand total to include all years provided for at the bottom.

Category and Line Item Descriptions	FFY 2017	FFY	FFY
Personnel:			
1. Project coordination and materials translation	$1,000		
2.			
3.			
4.			
5.			
Sub-Total	$1,000		
Commodities:			
1. Printing and safety material purchases	$5,000		
2.			
3.			
Sub-Total			
	$5,000		
Contractual:			
1. Material productions	$13,000		
2. Media procurement	$5,000		
3. Outreach and education	$5,000		
4. Evaluation	$3,000		
Sub-Total	$26,000		
Travel:			
1.			
2.			
3.			
Sub-Total			
Expense type: Communications			
1. Media purchases	$18,000		
2.			
3.			
Subtotal	18,000		
Annual Totals:	$50,000	$	$
GRAND TOTAL:	**$50,000**		

City of Wichita
City Council Meeting
July 26, 2016

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property at 408 South Holyoke (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: On February 23, 2016, City Council declared the vacant lot at Kellogg Drive and Holyoke as surplus and available for sale. This lot was acquired by the City of Wichita in 1973-1974 as part of the Kellogg and Hillside Interchange Project. The improvements were razed at the time of the acquisition and part of the site was utilized for the project. The remainder of the site has been maintained as open space. The remnant has approximately 9,215 square feet. The property will be surveyed to define the remnant tract, preserve traffic sight lines and perfect a utility easement for a water line.

Analysis: Letters have been sent to adjacent property owners. Additionally, the property was listed on the internet as available for sale. The owner to the north of the property has expressed interest in the site and has offered $2,500 for the property. The buyer will incorporate the property into his existing ownership. The cost of the survey will be split 50/50 between the City and the buyer.

Financial Considerations: The City will receive cash consideration for the sale of the properties. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property. The Kansas Department of Transportation participated in the acquisition and requires 75% of the net proceeds. The City's portion of the proceeds will be deposited to the General Fund unless otherwise directed.

Legal Considerations: The Law Department has approved the real estate agreement 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___ day of _____, 2016 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 Zach and Britt Shoffner, husband and wife, 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 a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

   That part of even Lots 30-36 on Holyoke Avenue, in Hillside Subdivision in Grandview Addition to Wichita, Sedgwick County, Kansas except that part retained as road right-of-way and alley.

   Exact legal to be determined by a survey.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer of the above-described real property, the sum of Two Thousand Five Hundred Dollars and Zero Cents ($2,500) in the manner following to-wit: cash at closing.

4. Seller and Buyer agree 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.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is further agreed by and between the parties hereto that all 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.

7. 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.

8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

9. 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 ~~July 31, 2016~~. BS Aug 31, 2016

10. Possession to be given to Buyer at closing

11. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.

12. The parties covenant and agree that except for closing, title insurance, easement description, 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.

13. 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.

14. 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 Stores
    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. Pay-day loan establishments
    H. Commercial Billboards

15. The covenants and agreements contained in Paragraphs 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

16. 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.

17. Buyer and Seller hereby agree that the survey to determine site boundaries will be procured by the Seller; and the cost of the survey will be shared between the Buyer and the Seller 50%/50%.

18. Buyer and Seller hereby agree to define and formalize and define the waterline easement on the above-described site.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

Zach Shoffner

BUYER

Britt Shoffner

SELLER

Jeff Longwell, Mayor

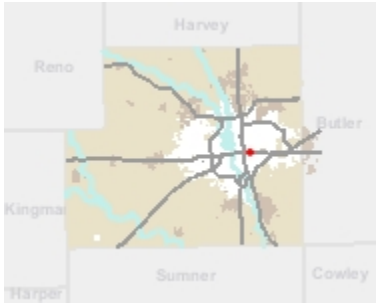
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

408 South Holyoke



Legend

- Parcels
- Airport Runway

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 835

Second Reading Ordinances for July 26, 2016 (first read on July 19, 2016)

A. **Public Hearing and Issuance of Industrial Revenue Bons, WSF Holdings, Inc. (District I)**

ORDINANCE NO. 50-289

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IV, 2016 (WICHITA SPORTS FORUM PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

B. **Amendments to Section 2.20.030 and 11.48.180 of the Code of the City of Wichita regarding the Sale of Abandoned or Seized Property.**

ORDINANCE NO.50-290

AN ORDINANCE AMENDING SECTION 2.20.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO NOTICE OF INTENT TO SELL; REQUIREMENTS AS TO SALE, ETC., AND REPEALING THE ORIGINAL OF SAID SECTION.

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C. **ZON2016-00019 and CUP2016-00021 Zone Change from SF-5 Single family Residential and LC Limited Commercial to TF3 Two family Residential and CUP Amendment to DP-299 to Remove Parcels 13, 14 and 15 from the CUP to Allow Residential Development, Generally Located South of West 55th Street North and West of North Meridian Avenue.**

ORDINANCE NO. 50-292

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.

D. <u>ZON2016-00021 City Zone Change from Single-Family Residential and Limited Commercial to Industrial Park on Property Generally Located on the East of North Hoover road and on the South Side of West 21st Street North. (District VI)</u>

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