# FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. June 10, 2008

City Council Chambers
455 North Main

## OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on June 3, 2008 and special meeting on June 6, 2008

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## AWARDS AND PROCLAMATIONS

-- Proclamations:

World Elder Abuse Awareness Day
Real Men, Real Heroes

-- Distinguished Service Citation:

Kenneth A. Richey

## PUBLIC AGENDA

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

1. William I. Koch. **(TO RESCHEDULE AT A LATER TIME)**

2. Chris Atherton-River City Drum Circle.

## COUNCIL BUSINESS

### UNFINISHED COUNCIL BUSINESS

3. Repair or Removal of Dangerous and Unsafe Structures, 1149 North Market. (District VI)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid within ten days of the hearing, (2) the structure is maintained secure as of June 10, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of June 10, 2008, and is so maintained during renovation.

### NEW COUNCIL BUSINESS

4. Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports,(January 1, 2007 - December 31, 2007).

RECOMMENDED ACTION: Receive and file the Wichita Employees' Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2007 - December 31, 2007) as submitted, and approve the 2009 employer retirement fund contribution rates.

5. Proposed upgrade to criminal justice software (E*Justice).

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

6. Professional Boxing / Mixed Martial Arts Event at Century II.

RECOMMENDED ACTION: Approve Dr. Shawn Carpenter and Link MMA to hold their August 16, 2008 event at Century II.

7. EventPro - Event Management Software for Century II.

   RECOMMENDED ACTION: Approve the purchase of EventPro for Century II and authorize any necessary budget adjustments.

8. Agreement for the Installation of Railroad Signals. (District III)

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

9. Contract with ICOP Digital, Inc. for the In-Car Digital Surveillance System.

   RECOMMENDED ACTION: Approve the contract; authorize the necessary signatures; and approve any necessary budget transfers.

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## COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

### PLANNING AGENDA

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

* Consent Items

10. CUP2008-10 and CUP2008-11 AND ZON2008-013 and ZON2008-16 – Creation of DP-312 Girrens Addition Commercial Community Unit Plan and zone change from SF-5 Single-family Residential to LC Limited Commercial and GC General, generally located on the southwest corner of 119th Street West and Pawnee Avenue. (District IV)

    RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan and the zone change; withhold the publication of the ordinance until the plat is recorded (requires three-fourths majority vote to override protest for ZON2008-13 and/or for ZON2008-16); OR 2) Return the application to the MAPC for reconsideration.

11. DER2008-01: 47th-55th Street South Joint Area Plan, 2008-2030, (Within Unincorporated Sedgwick County).

    RECOMMENDED ACTION: Adopt the 47th-55th Street South Joint Area Plan, 2008-2030, as an amendment of The Wichita-Sedgwick County Comprehensive Plan, approve first reading of the Ordinance, and publish the ordinance in the office City newspaper after adoption.

12. *DED 2008-04-Dedication of a Utility Easement west of Seneca and north of MacArthur Road. (District IV)

    RECOMMENDED ACTION: Accept the Dedication.

13. *VAC2008-00011 - Request to vacate a portion of a platted setback; generally located south of Maple Street and east of Tyler Road. (District V)

    RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## HOUSING AGENDA

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

* Consent Items

**Allan Murdock, Housing Member is also seated with the City Council.**

14. *Housing Choice Voucher Family Self-Sufficiency Grant Application.

    RECOMMENDED ACTION: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

15. *Section 8 Administrative Plan Revisions.

    RECOMMENDED ACTION: Review and approve the revisions to the Section 8 Administrative Plan for the Section 8 Housing Choice Voucher Program.

## AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport 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.

*Consent items

None

## COUNCIL AGENDA

### COUNCIL MEMBER AGENDA

15a. Travel Approval for Mayor Brewer to attend the NLC NBC-LEO Annual Summer Conference, Atlanta, GA, on July 23-28, 2008.

RECOMMENDED ACTION: Approve the expenditure.

16. **COUNCIL MEMBER APPOINTMENTS**

RECOMMENDED ACTION: Approve the Appointments.

## CONSENT AGENDA

17. Report of Board of Bids and Contracts Dated June 9, 2008.

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

18. Applications for Licenses to Retail Cereal Malt Beverages:

| Renewal | 2008 | (Consumption off Premises) |
|---|---|---|
| Loan H. Le | KC Gas & Groceries #1 | 1102 West Maple |
| Kim T. Huynh | Kim Son Asian Food Market | 960 East Pawnee |

| Renewal | 2008 | (Consumption on Premises) |
|---|---|---|
| Paul A. Eck | Family Homes Association, Inc. | *3202 West 13th |

| New | 2008 | (Consumption off Premises) |
|---|---|---|
| Mandeep S. Sira | North Corporation dba Infinite | 6330 East 21 Street North |
| Mandeep S. Sira | South Corporation dba Infinite | 3405 South West Street |
| Mandeep S. Sira | South Corporation dba Infinite | 277 South Ridge Road |
| Mohammond L Hossain | D & D Enterprise | 5562 South Seneca |

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

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

19. Preliminary Estimates:

a. 2008 Sanitary Sewer Reconstruction Phase 5 (east of Broadway, north of 2nd Street) (468-84513/620510/668629) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - $200,000.00
b. Water Distribution System, Phase 2 to serve Silverton Addition (north of 13th Street North, west of 135th Street West) (448-90239/735413/470086) Does not affect existing traffic. (District VI) - $148,000.00
c. Water Distribution System, Phase 3 to serve Silverton Addition (north of 13th Street North, west of 135th Street West) (448-90240/735414/470087) Does not affect existing traffic. (District V) - $112,500.00
d. 2008 Contract Maintenance Bridgedeck Repairs (Amidon over the Big Arkansas and Arkansas over the Big Ditch) (472-84665/132721/) Traffic shall be maintained during construction using flagpersons and barricades. (District VI) - $550,000.00
e. Lead Services Replacement West, Ph 2 (north of MacArthur, east of Broadway) (448-90387/636186/777577) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV) - $208,515.00
f. 26th Street North from the west line of Lot 1, Block 1, Power CDC Third Addition, to and including the intersection of 26th Street North and Madison Avenue; the west half of Madison Avenue, from 26th Street North to the north line of Lot 14, Block 1, Power CDC Third Addition; Piatt Circle, from the north line of 26th Street North to and including the cul-de-sac; sidewalk on one side of Third Addition to Madison Avenue 26th Street North, from the west line of Lot 1, Block 1, Power CDC Third Addition to Madison Avenue to serve Power CDC 3rd Addition (north of 26th Street North, west of Grove) (472-83774/766171/490189) Traffic to be maintained during construction using flagpersons and barricades. (District I) - $426,000.00
g. The cost of Mark Randal, Cortina, and Shefford to serve Fontana 3rd Addition (north of 29th Street North, east of 119th Street West). (472-84091/766131/490-149) (District V). – Total Estimated Cost $556,000.00
h. The cost of Zelta Drive from the north line of Kellogg Drive to the south line of Waterman (north of Kellogg, east of Greenwich). (472-84300/765972/490-087) (District II). – Total Estimated Cost $320,000.00
i. Water Distribution System to serve Edge Water Addition (south of 45th Street North, west of Hoover) (448-90311/735392/470065) Does not affect existing traffic. (District VI) - $907,000.00
j. 10th Street from the east line of St. Paul to the west line of Edwards to serve Park Vista Addition (south of 13th, west of McLean) (472-84454/766117/490134) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - $178,350.00
k. 2007-2008 CIP Wheelchair Ramp and Sidewalk - Phase 2 N/A (east of 159th Street West, north of 71st Street South) (472-84604/706971/207437) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, V & VI) - $227,221.40
l. Lateral 11, Main 26 War Industries Sewer to serve Regency Lakes Commercial 2nd Addition (north of 21st Street North, west of Greenwich) (468-84509/744284/480973) Does not affect existing traffic. (District II) - $34,000.00
m. Water Distribution System to serve Woodland North Addition (east of Hood, south of 29th Street North) (448-90359/735420/470093) Does not affect existing traffic. (District VI) - $28,000.00
n. Lateral 152, Main 4, Sanitary Sewer #23 to serve Woodland North Addition (east of Hood, south of 29th Street North) (468-84479/744282/480971) Does not affect existing traffic. (District VI) - $30,000.00
o. Water Distribution System to serve Hunter Health Clinic 2nd Addition (north of Central, east of Hydraulic) (448-90291/735403/470076) Traffic to be maintained during construction using flagpersons & barricades. (District I) - $25,990.00

RECOMMENDED ACTION: Receive and file.

20. Petitions for Public Improvements:
    a. Sanitary Sewer to serve part of Rubottom Addition, east of Seneca, south of Harry. (District IV)
    b. Water Distribution System to serve part of Wheatridge Addition, north of Kellogg, west of 119th Street West. (District V)
    c. Sanitary Sewer to serve part of McCarty Second Addition, south of 31st Street South, west of the Kansas Turnpike. (District III)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

21. Deeds and Easements:

    a. Drainage and Utility Easement dated May 6, 2008 from Ron Peake Design-Build, Inc for a tract of land lying in Lots 10. 11, and 12, Block 1, Legacy Park Wilson Estates 3rd Addition, an addition to Wichita, Sedgwick County, Kansas , (OCA # 607861). No Cost to City

    b. Utility Easement dated May 5, 2008 from Beech Lake Investment, LLC, a Kansas limited liability company for a tract of land lying in Lot 1, Block 1, Foliage Center Second Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

    c. Utility and Drainage Easement dated April 7, 2008 from Ritchie Associates, Inc for a tract of land lying in the Northeast Quarter, Section 11, Township 27 South, Range 2 East, of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas , (OCA # 607861). No Cost to City

    d. Sidewalk Easement dated May 19, 2008 from Kenneth W. and Deana L. Herington, for a tract of lying in Lots 2and 4, East Street (now Crestway), Blue Grass Subdivision of Blocks C & F, Browns Subdivision, College Hill Addition to Wichita, Sedgwick County, Kansas (OCA # 132001). No Cost to City

    e. Sanitary Sewer Easement dated May 8, 2008, 2008 from Ritchie Development Corp. for a tract of land lying in Lot 11, Block 2 Reed's Cove Addition, Sedgwick County, Kansas (OCA # 624078). No cost to City

    f. Sanitary Sewer Easement dated May 8, 2008, 2008 from Ritchie Development Corp. for a tract of land lying in Lot 12, Block 2 Reed's Cove Addition, Sedgwick County, Kansas (OCA # 624078). No cost to City

    g. Sanitary Sewer Easement dated May 12, 2008, 2008 from Jerome George and Connie S. George for a tract of land lying in a portion of vacated York Street between Lot 9, block 22 and Lot 28, Block 21. All in Diamond Addition to Oatville, Kansas, in Sedgwick County, Kansas (OCA # 744113). No cost to City

RECOMMENDED ACTION: Accept documents.

22. Agreements/Contracts:
    a. Staking in Webb Business Park Addition, north of 37th Street North, west of Webb. (District II)- Supplemental
    b. Staking in Cambria Addition, east of 143rd Street East, north of Pawnee. (District II)- Supplemental
    c. Asbestos Survey and Related Services.

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

23. Design Services Agreement:
    a. Design Services for Harvest Ridge Addition, west of Maize, south of 31st Street South. (District IV)

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

24. Property Acquisition:
    a. Partial Acquisition of 4002 West Central for the Improvement Project of West Street from Maple to Central. (Districts IV and VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

25. Wetlands Mitigation in Northwest Wichita.

RECOMMENDED ACTION: Authorize a Capital Improvement Project in the amount of $272,000 for the design and construction of a wetland to be used as a mitigation site.

26. Water Supply Environmental Impact Statement - Update.

RECOMMENDED ACTION: Approve the Agreement to assist in updating the Environmental Impact Statement and authorize the necessary signatures.

27. Consent to Mortgage and Assignment Related to IRBs, NMF America, Inc. (District II)

RECOMMENDED ACTION: Approve the Sonaca Leasehold Mortgage and authorize the necessary signatures.

28. Consent to Sublease of Land Related to IRBs, KSDD Properties, LLC. (District II)

RECOMMENDED ACTION: Approve the consent to the sublease and authorize the necessary signatures.

29. May 2008 Monthly Contracts and Agreements Report for Council.

RECOMMENDED ACTION: Receive and File.

30. Approval of Easement Dedication for Public Utilities – Cadillac Lake Project. (District V)

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

31. Second Reading Ordinances: (First Read June 3, 2008)

    a. A08-07R Request by John Philbrick, on behalf of the City of Wichita, to annex land generally located north of 55th Street South, between Clifton Avenue and Southeast Boulevard. (District III)

       An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A08-07)

    b. Charter Ordinance-Municipal Court Judges, Political Activity.

       A charter ordinance of the city of Wichita, Kansas, repealing Section 7 of Charter Ordinance No. 90, pertaining to political activity of municipal court judges.

    c. Amendments to the Exempt Employees Classification Ordinance.

       An ordinance establishing position classifications for exempt employees of the city of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 47-701.

    d. ZON2008-15-City Zone change from SF-5 Single-family Residential to LC Limited Commercial; amended to NR Neighborhood Retail. Generally located on the north side of Harry Street between Todd and Shiloh Streets (District II)

       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.

    e. ZON2008-17 – Zone change from SF-5 Single-family Residential to LC Limited Commercial; generally located north of Central and west of Elder. (District VI)

       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.

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

***Workshop to follow***

**Agenda Item No. 3.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures
1149 North Market (District VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Unfinished Business

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**Recommendations:** Take appropriate action based on testimony received during the review hearing.

**Background:** This property was before the Board of Code Standards and Appeals (BCSA) on April 2, 2007. No-one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

This case was before Council on July 3, 2007 and was deferred until August 7, 2007, at the request of Council Member Fearey. On August 7, 2007, this case was before the Council and was deferred because of the pending tax foreclosure sale. On September 11, 2007, this case was before Council and was deferred for 90 days.

This case was back before Council on December 4, 2007. The new owner represented the property, and Council passed a resolution giving him ninety (90) days to complete the exterior repairs.

**Analysis:** Staff made an inspection of the property on April 14, 2008; some window and porch repairs had been completed. On May 5, 2008, staff met with Council Member Fearey, and the owner, Don Lobmeyer. Mr. Lobmeyer requested more time to complete the exterior repairs, and staff was directed to bring this case back before the City Council, for review, in early June.

As of May 7, 2008, the 2007 taxes were past due, in the amount of $887.80, including a special assessment for emergency board up in the amount of $278.89.

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

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The owner has been informed of the date and time of the hearing.

**Recommendations/Actions:** It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) Taxes and specials are paid within ten days of the hearing, (2) the structure is maintained secure as of June 10, 2008 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of June 10, 2008, and is so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

**Attachments:** None

***Wichita Employees'***
***Retirement System***

***Actuarial Valuation Report***
***as of December 31, 2007***

Milliman

# Wichita Employees' Retirement System
# Actuarial Valuation Report
# as of December 31, 2007

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Milliman

This work product was prepared solely for the Wichita Employees' Retirement System for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work.

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April 10, 2008

The Board of Trustees
Wichita Employees' Retirement System
City Hall, 12th Floor
Wichita, KS 67202

Dear Members of the Board:

At your request, we have performed an annual actuarial valuation of the Wichita Employees' Retirement System as of December 31, 2007 for determining contributions for calendar year 2009. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2007. There was no change in plan provisions or actuarial methods from the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some written) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted principles and practices which are consistent with the Actuarial Standards of Practice promulgated by the Actuarial Standards Board (ASB) and the applicable Guides to Professional Conduct, amplifying Opinions and supporting Recommendations of the American Academy of Actuaries.

We further certify that all costs, liabilities, rates of interest and other factors for the System have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the System and reasonable expectations of future experience); and which, in combination, offer our best estimate of anticipated experience under the Plan. Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by the actuarial assumptions. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as outlined in Appendix C.

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

Milliman's work product was prepared exclusively for Wichita Employees' Retirement System for a specific and limited purpose. It is a complex, technical analysis that assumes a high level of knowledge concerning Wichita Employees' Retirement System operations, and uses Wichita Employees' Retirement System data, which Milliman has not audited. It is not for the use or benefit of any third party purpose. Any third party recipient of Milliman's work product who desires professional guidance should not rely upon Milliman's work product, but should engage qualified professionals for advice appropriate to its own specific needs.

We would like to express our appreciation to Barbara Davis, Pension Manager, and to members of her staff, who gave substantial assistance in supplying the data on which this report is based.

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

Respectfully Submitted,

MILLIMAN, Inc.

I, Patrice A. Beckham, F.S.A. 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, F.S.A. am a member of the American Academy of Actuaries and an Associate of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Patrice Beckham

Patrice A. Beckham, F.S.A.
Consulting Actuary

Brent A. Banister, F.S.A.
Actuary

# SECTION 1

# BOARD SUMMARY

## OVERVIEW

This report presents the results of the December 31, 2007 actuarial valuation of the Wichita Employees' Retirement System (WER). The primary purposes of performing a valuation are to:

- determine the employer contribution rates required to fund the System on an actuarial basis,
- disclose asset and liability measures as of the valuation date,
- determine the experience of the System since the last valuation date, and
- analyze and report on trends in System contributions, assets, and liabilities over the past several years.

All new employees hired by the City participate in Plan 3 (a defined contribution plan) for the first seven years. After seven years, the member makes an election to either remain in the defined contribution plan or move to Plan 2. The members that elect to remain in the defined contribution plan are referred to as Plan 3b members. This report is intended to value assets and liabilities only for employees who are members of the defined benefit plans (Plan 1 and 2) or Plan 3 members who will have the right to elect such coverage in the future. Therefore, the member data, liability and asset values shown in this report exclude Plan 3b members.

The valuation results provide a "snapshot" view of the System's financial condition on December 31, 2007. The surplus of the actuarial value of assets over actuarial liability increased by $3.8 million, due to experience during the year. A detailed analysis of the change in the unfunded actuarial liability from December 31, 2006 to December 31, 2007 is shown on page 3.

## ASSETS

As of December 31, 2007, the System had total funds, when measured on a market value basis, of $559.8 million, excluding Plan 3 assets for those members who have elected to stay in Plan 3. There was an increase in assets of $36.2 million from the December 31, 2006 figure of $523.6 million. The components of the change in the market value of assets for the Retirement System (in millions) are set forth below:

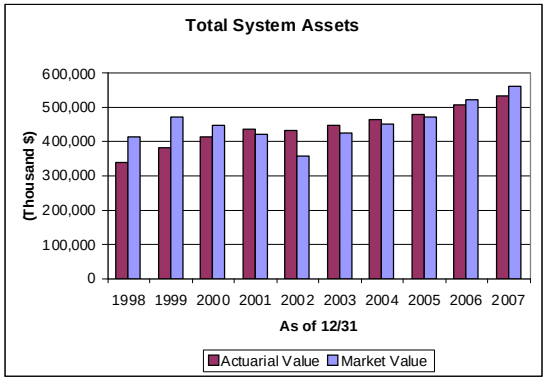
| | **Market Value ($M)** |
|---|---|
| Assets, December 31, 2006 | $523.6 |
| • City and Member Contributions | 7.6 |
| • Benefit Payments, Refunds and Transfers | (26.5) |
| • Investment Income (net of expenses) | 55.1 |
| Assets, December 31, 2007 | $559.8 |


This work product was prepared solely for the Wichita Employees' Retirement System for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work.

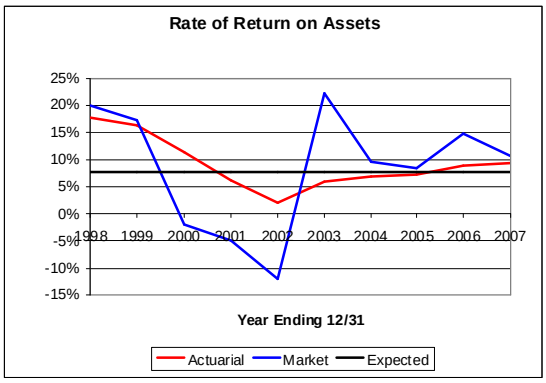
The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method is used to smooth the effect of market fluctuations. The actuarial value of assets is equal to the Expected Value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 11 for a detailed development of the actuarial value of assets. The change in the actuarial value of assets from December 31, 2006 to December 31, 2007 is shown below:

| | **Actuarial Value ($M)** |
|---|---|
| Assets, December 31, 2006 | $505.8 |
| • City and Member Contributions | 7.6 |
| • Benefit Payments, Refunds and Transfers | (26.5) |
| • Investment Income (net of expenses) | 47.0 |
| Assets, December 31, 2007 | $533.9 |

The annualized dollar-weighted rate of return, measured on the actuarial value of assets, was 9.5% and, measured on the market value of assets, was approximately 10.7%. The actuarial value of assets as of December 31, 2007 was $533.9 million, which represents an actuarial gain of about $8.6 million.




*The actuarial value of assets exceeded the market value from 2001 through 2005. However, due to strong investment returns during the past few years, the market value again exceeds the actuarial value.*




*In general, the rate of return on the actuarial value of assets has exceeded the assumed rate of 7.75%, resulting in experience gains for the Retirement System.*

Due to the asset smoothing method, there is about $26 million of deferred investment gain that has not been recognized. Absent investment returns below the 7.75% assumed rate of return in the next few years to offset this unrecognized investment gain, it will gradually be reflected in the actuarial value of assets. As the deferred gain flows through the asset smoothing method, the valuation will reflect an actuarial gain on assets. This will increase the "surplus" assets, absent unfavorable liability experience to offset it.

## LIABILITIES

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

The Actuarial Liability and Unfunded Actuarial Liability for the System are:

| | |
|---|---|
| Actuarial Liability | $483,387,028 |
| Actuarial Value of Assets | 533,911,465 |
| Unfunded Actuarial Liability/(Surplus) | (50,524,437) |

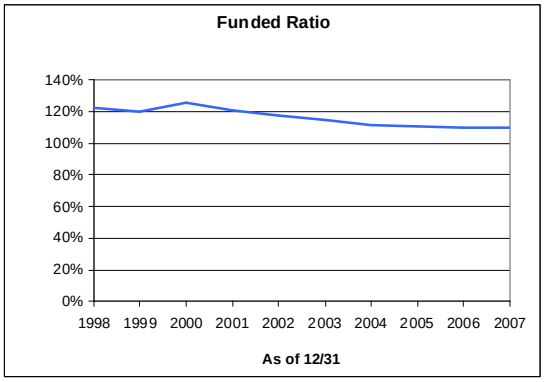
Between December 31, 2006 and December 31, 2007 the change in the unfunded actuarial liability for the System was as follows (in millions):

| | **$(M)** |
|---|---|
| UAL, December 31, 2006 | (46.7) |
| + Normal cost for year | 9.4 |
| + Assumed investment return for year | (2.9) |
| - Actual contributions (member + City) | 7.6 |
| - Assumed investment return on contributions | 0.3 |
| = Expected Unfunded Actuarial Liability, December 31, 2007 | (48.1) |
| + Change from amendments | 0.0 |
| + Change from assumption changes | 0.0 |
| = Expected UAL after changes | (48.1) |
| Actual UAL, December 31, 2007 | (50.5) |
| Experience gain/(loss)<br>(Expected UAL – Actual UAL) | 2.4 |

The experience gain for the 2007 plan year of $2.4 million reflects the combined impact of an actuarial gain of about $8.6 million on System assets (actuarial value), and an actuarial loss of about $6.2 million on System liabilities. The loss is primarily attributable to more retirements than expected for Plan 1 members and mortality experience for retirees.

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

| | 12/31/03 | 12/31/04 | 12/31/05 | 12/31/06 | 12/31/07 |
|---|---|---|---|---|---|
| Actuarial Liability ($M) | $387.0 | $413.2 | $433.3 | $459.1 | $483.4 |
| Actuarial Value of Assets ($M) | 446.8 | 463.0 | 479.3 | 505.8 | 533.9 |
| Funded Ratio (Assets/Liability) | 115.4% | 112.1% | 110.6% | 110.2% | 110.5% |




*As a result of investment experience and actual contributions to the System that are less than the normal cost rate, the funded ratio has declined over this period. However, the System continues to maintain a funded ratio above 100%.*

As mentioned earlier in this report, due to the asset smoothing method there is currently about $26 million difference between the market value and the actuarial value of assets. This deferred investment gain will help improve the System's funding or help offset unfavorable investment experience in future years. Surplus is also impacted by actuarial experience (actual versus expected) and contributions that are less than the normal cost. The System's funded status and the size of the surplus will be heavily dependent on investment returns in future years.

## CONTRIBUTION RATES

Generally, contributions to the System consist of:

- a "normal cost" for the portion of projected liabilities allocated to service of members during the year following the valuation date, by the actuarial cost method, and

- an "unfunded actuarial liability or (surplus) contribution" for the excess of the portion of projected liabilities allocated to service to date over the actuarial value of assets.

Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2009 is based on the December 31, 2007 actuarial valuation results.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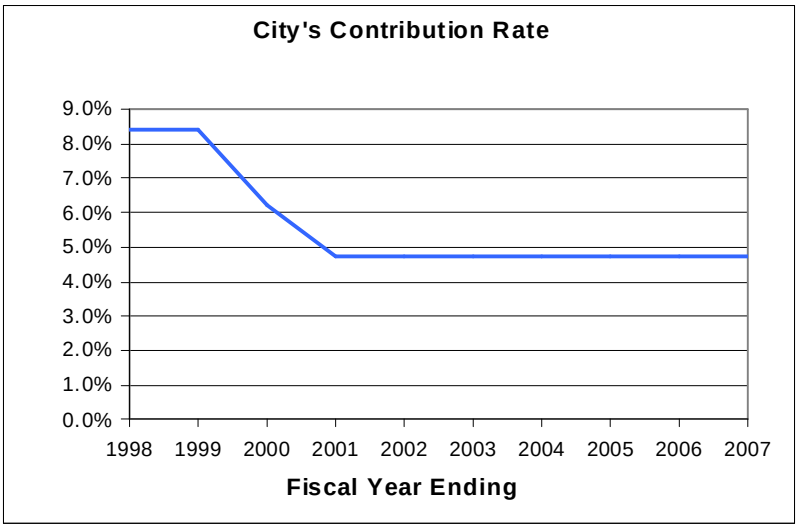
As of December 31, 2007, the actuarial value of assets exceeds the actuarial liability and a portion of the surplus is used to reduce the required employer contribution. Amortization of the surplus of actuarial assets over the actuarial liability over a 20 year rolling period results in a temporary amortization credit. A range of contributions is developed based on (1) contributing the full normal cost rate or (2) applying the amortization credit (which reduces the amount of surplus). This valuation indicates the range of City contributions to be 4.2% to 8.4%.

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




**COMMENTS**

The System experienced a return on the market value of assets of nearly 11% for calendar year 2007, well above the assumed rate of 7.75%. As a result, the market value of assets is now about 5% higher than the actuarial value. Due to the asset smoothing method, there is currently a difference of about $26 million between the market and actuarial value of assets. This deferred investment gain will help maintain the System's funded status or help offset unfavorable experience in future years.

The City has been contributing 4.7% of payroll to the Retirement System for the past seven years. This level of contribution, which is below the employer normal cost rate of 8.4%, reduces the surplus by 3.7% of pay, about $3 million for 2008. In addition, surplus is impacted by the System's actual experience versus that assumed. As we have seen in the past, unfavorable experience can have a significant impact on surplus. Given the expected variability in investment return associated with the stock market, we believe it would be prudent for the City to increase their contribution or reserve additional monies outside the System to assist in meeting the actuarial contribution rate if negative experience occurs.

We conclude this Board Summary with the following exhibit which compares the principal results of the current and prior actuarial valuations.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## SUMMARY OF PRINCIPAL RESULTS

| 1. PARTICIPANT DATA | 12/31/2007 Valuation | 12/31/2006 Valuation | % Change |
|---|---|---|---|
| Number of: | | | |
| Active Members | | | |
| Plan 1 | 56 | 79 | (29.1)% |
| Plan 2 | 931 | 905 | 2.9% |
| Plan 3 (excluding Plan 3b) | 838 | 837 | 0.1% |
| Total | 1,825 | 1,821 | 0.2% |
| DROP Members | | | |
| Plan 1 | 57 | 55 | 3.6% |
| Plan 2 | 16 | 17 | (5.9)% |
| Total | 73 | 72 | 1.4% |
| Retired Members and Beneficiaries | 1,132 | 1,102 | 2.7% |
| Inactive Vested Members | 138 | 131 | 5.3% |
| Total Members | 3,168 | 3,126 | 1.3% |
| Annual Valuation Salaries of Active Members (Including DROP) | | | |
| Plan 1 | $ 6,034,708 | $ 6,977,493 | (13.5)% |
| Plan 2 | 44,198,149 | 41,310,171 | 7.0% |
| Plan 3 | 29,365,696 | 28,439,010 | 3.3% |
| Total | $ 79,598,553 | $ 76,726,674 | 3.7% |
| Annual Retirement Payments for Retired Members and Beneficiaries | $ 25,757,557 | $ 24,146,982 | 6.7% |
| **2. ASSETS AND LIABILITIES** | | | |
| Total Actuarial Liability | $ 483,387,028 | $ 459,062,142 | 5.3% |
| Market Value of Assets | 559,775,195 | 523,626,051 | 6.9% |
| Assets for Valuation Purposes | 533,911,465 | 505,755,995 | 5.6% |
| Unfunded Actuarial Liability/(Surplus) | $ (50,524,437) | $ (46,693,853) | 8.2% |
| **3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL** | | | |
| Normal Cost | 13.2% | 13.2% | 0.0% |
| Member Financed | 4.8% | 4.9% | (2.0)% |
| Employer Normal Cost | 8.4% | 8.3% | 1.2% |
| Amortization of Unfunded Actuarial Liability/(Surplus) | (4.2)% | (4.1)% | 2.4% |
| Range of Employer Contribution Rates | | | |
| Full Normal Cost Rate | 8.4% | 8.3% | 1.2% |
| With Amortization Credit | 4.2% | 4.2% | 0.0% |



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## SECTION 2

## SCOPE OF THE REPORT

This report presents the actuarial valuation of the Wichita Employees' System (WER) as of December 31, 2007. This valuation was prepared at the request of the System's Board of Trustees.

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

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

This report includes several appendices:

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

# SECTION 3

# ASSETS

In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2007. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

## Market Value of Assets

The current market value represents the "snapshot" or "cash-out" value of System assets as of the valuation date. In addition, market values of assets provide a basis for measuring investment performance from time to time. At December 31, 2007 the market value of assets for the System, excluding Plan 3 assets for members who have elected to remain in Plan 3 (Plan 3b), was $560 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2006, and December 31, 2007, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2006 to December 31, 2007.

## Actuarial Value of Assets

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

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted for the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2007.

In the later part of the 1990's, the actuarial value was lower than the market value of assets. However, due to the negative rate of returns on the market value of assets from 2000 to 2002, the actuarial value of assets was greater than the market value for several years. The market value now exceeds the actuarial value by about $26 million. Absent rates of return below the assumed rate of 7.75% in the short term, the unrecognized gains (difference between the market and actuarial value) will flow into the actuarial value of assets and create actuarial gains in future valuations.


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## TABLE 1

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## ANALYSIS OF NET ASSETS AT MARKET VALUE

| | As of December 31, 2007 | | As of December 31, 2006 | |
|---|---|---|---|---|
| | Amount ($ Millions) | % of Total | Amount ($ Millions) | % of Total |
| Cash & Equivalents | $ 0.2 | 0.0 % | $ 0.2 | 0.0 % |
| Government Securities | 54.2 | 9.9 | 14.2 | 2.8 |
| Corporate Debt | 47.4 | 8.7 | 32.3 | 6.3 |
| Mortgage Backed Securities | 61.8 | 11.3 | 28.8 | 5.6 |
| Pooled Funds | 72.9 | 13.4 | 109.6 | 21.4 |
| Domestic Equity | 193.5 | 35.4 | 182.2 | 35.7 |
| International Equity | 109.8 | 20.1 | 116.2 | 22.8 |
| Real Estate | 30.8 | 5.7 | 26.8 | 5.3 |
| Securities Lending Collateral Pool | 86.8 | 15.9 | 52.9 | 10.4 |
| Other | 0.5 | 0.1 | 0.3 | 0.1 |
| Receivables | 9.2 | 1.7 | 6.0 | 1.2 |
| Liabilities | (121.2) | (22.2) | (59.1) | (11.6) |
| **Total Plans 1 and 2** | $ 545.9 | 100.0 % | $ 510.4 | 100.0 % |
| Plan 3 Assets | | | | |
| Members Electing to Stay in Plan 3 | $ 2.2 | | $ 1.5 | |
| Other Plan 3 Members | 13.9 | | 13.2 | |
| **Total Plan 3 and 3b** | 16.1 | | 14.7 | |
| **Net Assets (Plans 1, 2, and 3)** | $ 562.0 | | $ 525.1 | |

## TABLE 2

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF CHANGES IN NET ASSETS DURING YEAR ENDED DECEMBER 31, 2007

(Market Value)

| | Plans 1 & 2 | Plan 3* | Total |
|---|---|---|---|
| 1. Market Value of Assets as of December 31, 2006 | $ 510,438,289 | $ 13,187,762 | $ 523,626,051 |
| 2. Contributions: | | | |
| a. Members | $ 2,543,563 | $ 1,343,538 | $ 3,887,101 |
| b. City | 2,357,052 | 1,343,538 | 3,700,590 |
| c. Other | 0 | 0 | 0 |
| d. Transfers | 2,102,726 | (2,624,178) | (521,452) |
| e. Total [2(a) + 2(b) + 2(c) + 2(d)] | $ 7,003,341 | $ 62,898 | $ 7,066,239 |
| 3. Investment Income | | | |
| a. Interest and Dividends | $ 14,544,993 | $ 373,640 | $ 14,918,633 |
| b. Net Appreciation in Fair Value | 41,924,866 | 1,092,410 | 43,017,276 |
| c. Commission Recapture | 42,297 | 1,094 | 43,391 |
| d. Securities Lending Income | 317,181 | 8,140 | 325,321 |
| e. Total [3(a) + 3(b) + 3(c) + 3(d)] | $ 56,829,337 | $ 1,475,284 | $ 58,304,621 |
| 4. Expenditures | | | |
| a. Refunds of Member Contributions | $ 232,417 | $ 722,738 | $ 955,155 |
| b. Benefits Paid: | | | |
| (1) Pension and death benefits | 22,243,373 | 0 | 22,243,373 |
| (2) DROP payments | 2,809,284 | 0 | 2,809,284 |
| c. Administrative Expenses | 384,528 | 30,669 | 415,197 |
| d. Investment Expenses | 2,720,484 | 78,223 | 2,798,707 |
| e. Total [4(a) + 4(b) + 4(c) + 4(d)] | $ 28,390,086 | $ 831,630 | $ 29,221,716 |
| 5. Net Change [2(e) + 3(e) - 4(e)] | $ 35,442,592 | $ 706,552 | $ 36,149,144 |
| 6. Market Value of Assets as of December 31, 2007 (1) + (5) | $ 545,880,881 | $ 13,894,314 | $ 559,775,195 |

* Excludes assets for Plan 3b members. The December 31, 2007 value of the assets for this group was $2,226,881.

## TABLE 3

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS

## AS OF DECEMBER 31, 2007

| | Plans 1 & 2 | Plan 3* | Total |
|---|---|---|---|
| 1. Actuarial Value of Assets as of December 31, 2006 | $ 493,075,308 | $ 12,680,687 | $ 505,755,995 |
| 2. Actual Contributions/Disbursements | | | |
| a. Contributions | $ 4,900,615 | $ 2,687,076 | $ 7,587,691 |
| b. Transfers | 2,102,726 | (2,624,178) | (521,452) |
| c. Benefit Payments and Refunds | (25,285,074) | (722,738) | (26,007,812) |
| d. Net (a + b + c) | $ (18,281,733) | $ (659,840) | $ (18,941,573) |
| 3. Expected Value of Assets as of December 31, 2007 [(1) x 1.0775] + [(2d) x $(1.0775)^{.5}$] | $ 512,311,712 | $ 12,978,509 | $ 525,290,221 |
| 4. Market Value of Assets as of December 31, 2007 | $ 545,880,881 | $ 13,894,314 | $ 559,775,195 |
| 5. Difference Between Market and Expected Values (4) - (3) | $ 33,569,169 | $ 915,805 | $ 34,484,974 |
| 6. Actuarial Value of Assets as of December 31, 2007 (3) + [(5) x 25%] | $ 520,704,005 | $ 13,207,460 | $ 533,911,465 |

* Excludes Plan 3b.

| | | | |
|---|---|---|---|
| Actuarial Value of Assets/Market Value of Assets (6) / (4) | 95.39% | 95.06% | 95.38% |
| Market Value less Actuarial Value of Assets | $ 25,176,876 | $ 686,854 | $ 25,863,730 |

# SECTION 4

# SYSTEM LIABILITIES

In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2007. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

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

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

All liabilities reflect the benefit provisions in place as of December 31, 2007.

## Actuarial Liability

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

(1) that which is attributable to the past and

(2) that which is attributable to the future.

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

## TABLE 4

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## PRESENT VALUE OF FUTURE BENEFITS (PVFB)
## AS OF DECEMBER 31, 2007

| | Plan 1 | Plan 2 | Plan 3 | Total |
|---|---|---|---|---|
| 1. Active employees | | | | |
| a. Retirement Benefit | $ 24,756,142 | $ 165,159,360 | $ 45,775,928 | $ 235,691,430 |
| b. Pre-Retirement Death Benefit | 45,868 | 2,041,298 | 635,901 | 2,723,067 |
| c. Withdrawal Benefit | 626,910 | 13,089,919 | 7,732,452 | 21,449,281 |
| d. Disability Benefit | 132,494 | 6,069,103 | 2,307,487 | 8,509,084 |
| e. Total | $ 25,561,414 | $ 186,359,680 | $ 56,451,768 | $ 268,372,862 |
| 2. DROP Members | | | | |
| a. DROP Account Balance | $ 5,788,938 | $ 563,323 | $ 0 | $ 6,352,261 |
| b. Monthly Retirement Benefit | 35,261,712 | 3,305,903 | 0 | 38,567,615 |
| c. Total | $ 41,050,650 | $ 3,869,226 | $ 0 | $ 44,919,876 |
| 3. Inactive Vested Members | $ 1,791,275 | $ 18,322,160 | $ 0 | $ 20,113,435 |
| 4. Inactive Nonvested Members | $ 0 | $ 0 | $ 0 | $ 0 |
| 5. In Pay Members | | | | |
| a. Disabled Members | $ 2,168,908 | $ 916,395 | $ 0 | $ 3,085,303 |
| b. Retirees | 182,872,844 | 30,570,885 | 0 | 213,443,729 |
| c. Beneficiaries | 16,613,882 | 3,117,653 | 0 | 19,731,535 |
| d. Total | $ 201,655,634 | $ 34,604,933 | $ 0 | $ 236,260,567 |
| 6. Total PVFB | | | | |
| (1e) + (2c) + (3) + (4) + (5d) | $ 270,058,973 | $ 243,155,999 | $ 56,451,768 | $ 569,666,740 |



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## TABLE 5

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## ACTUARIAL LIABILITY
## AS OF DECEMBER 31, 2007

| | Plan 1 | Plan 2 | Plan 3 | Total |
|---|---|---|---|---|
| 1. Active employees | | | | |
| a. Present Value of Future Benefits | $ 25,561,414 | $ 186,359,680 | $ 56,451,768 | $ 268,372,862 |
| b. Present Value of Future Normal Costs | 2,391,536 | 45,066,626 | 38,821,550 | 86,279,712 |
| c. Actuarial Liability (1a) - (1b) | $ 23,169,878 | $ 141,293,054 | $ 17,630,218 | $ 182,093,150 |
| 2. DROP Members | $ 41,050,650 | $ 3,869,226 | $ 0 | $ 44,919,876 |
| 3. Inactive Vested Members | $ 1,791,275 | $ 18,322,160 | $ 0 | $ 20,113,435 |
| 4. Inactive Nonvested Members | $ 0 | $ 0 | $ 0 | $ 0 |
| 5. In Pay Members | | | | |
| a. Disabled Members | $ 2,168,908 | $ 916,395 | $ 0 | $ 3,085,303 |
| b. Retirees | 182,872,844 | 30,570,885 | 0 | 213,443,729 |
| c. Beneficiaries | 16,613,882 | 3,117,653 | 0 | 19,731,535 |
| d. Total | $ 201,655,634 | $ 34,604,933 | $ 0 | $ 236,260,567 |
| 6. Reserve for Plan 3 Members | $ 0 | $ 0 | $ 0 | $ 0 |
| 7. Total Actuarial Liability (1c) + (2) + (3) + (4) + (5d) + (6) | $ 267,667,437 | $ 198,089,373 | $ 17,630,218 | $ 483,387,028 |



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## TABLE 6

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## PRESENT VALUE OF ACCRUED BENEFITS
## AS OF DECEMBER 31, 2007

The present value of accrued benefits for the System reflects the benefits earned based on service, earnings, and the System provisions as of the valuation date. It also reflects the on-going nature of the System by using the same actuarial assumptions as are used for funding purposes. Further, although the System provides that the accrued benefits of deferred vested members are indexed until benefits begin, the present value of accrued benefit liability does not reflect this provision until the assumed termination of employment.

| | Plan 1 | Plan 2 | Plan 3 | Total |
|---|---|---|---|---|
| 1. Active Members | $ 21,387,239 | $ 87,907,386 | $ 13,894,314 | $ 123,188,939 |
| 2. DROP Members | $ 41,050,650 | $ 3,869,226 | $ 0 | $ 44,919,876 |
| 3. Inactive Vested Members | $ 1,791,275 | $ 18,322,160 | $ 0 | $ 20,113,435 |
| 4. In Pay Members | | | | |
| a. Disabled Members | $ 2,168,908 | $ 916,395 | $ 0 | $ 3,085,303 |
| b. Retirees | 182,872,844 | 30,570,885 | 0 | 213,443,729 |
| c. Beneficiaries | 16,613,882 | 3,117,653 | 0 | 19,731,535 |
| d. Total | $ 201,655,634 | $ 34,604,933 | $ 0 | $ 236,260,567 |
| 5. Total | $ 265,884,798 | $ 144,703,705 | $ 13,894,314 | $ 424,482,817 |
| 6. Market Value of Assets* | $ 353,496,084 | $ 192,384,797 | $ 13,894,314 | $ 559,775,195 |
| 7. Funded Ratio (6)/(5) | 133% | 133% | 100% | 132% |

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


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## SECTION 5

## EMPLOYER CONTRIBUTIONS

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

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

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

**Description of Contribution Rate Components**

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

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2007 actuarial valuation will be used to determine employer contribution rates to the Wichita Employees' Retirement System for fiscal year 2009. In this context, the term "contribution rate" means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2007, the actuarial liability was fully covered by the valuation assets (in fact, a surplus exists). The City's funding policy is to amortize the surplus over a rolling 20 year period. The amortization of the existing surplus results in a temporary amortization credit, thereby reducing the employer contribution.

**Contribution Rate Summary**

In Table 7, the amortization credit related to the surplus assets, as of December 31, 2007, is developed. Table 8 develops the normal cost rate for the System. The derivation of the range of contribution rates for the City is shown in Table 9. Table 10 shows the historical summary of the City's contribution rates. Table 11 develops the experience gain/(loss) for the year ended December 31, 2007.

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

## TABLE 7

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DECEMBER 31, 2007 VALUATION

## DERIVATION OF UNFUNDED ACTUARIAL LIABILITY CONTRIBUTION RATE

| | | | |
|---|---|---|---|
| 1. Actuarial Accrued Liability | $ | 483,387,028 | |
| 2. Actuarial Value of Assets | $ | 533,911,465 | |
| 3. Unfunded Actuarial Liability/(Surplus) | $ | (50,524,437) | |
| 4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years * | $ | (3,453,728) | |
| 5. Total Projected Payroll for the Year | $ | 81,369,814 | |
| 6. Amortization Payment as a Percent of Payroll | | (4.2) | % |

* The City has elected to amortize the surplus as a level percent of payroll over a rolling 20 year period.



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## TABLE 8

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DECEMBER 31, 2007 VALUATION

## DERIVATION OF NORMAL COST RATE

| | | |
|---|---|---|
| Normal Cost at December 31, 2007 | | |
| Service pensions | $ | 7,517,171 |
| Disability pensions | | 382,583 |
| Survivor pensions | | 121,070 |
| Termination benefits | | |
| - Deferred service pensions | | 991,018 |
| - Return of member contributions | | 757,322 |
| Total Normal Cost | $ | 9,769,164 |
| Normal Cost Adjusted to Mid-Year | $ | 10,140,656 |
| Projected Payroll for Members Under Certain Retirement Age | $ | 76,898,002 |
| Total Normal Cost Rate for Year | | 13.2% |


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## TABLE 9

## WICHITA EMPLOYEES' RETIREMENT SYSTEM
## EMPLOYER CONTRIBUTION RATES
## FOR FISCAL YEAR
## COMMENCING IN 2009

| | Range of Contribution Requirements as % of Payroll | |
|---|---|---|
| Normal Cost | | |
| Service pensions | 10.2 % | 10.2 % |
| Disability pensions | 0.5 % | 0.5 % |
| Survivor pensions | 0.2 % | 0.2 % |
| Termination benefits | | |
| - Deferred service pensions | 1.3 % | 1.3 % |
| - Return of member contributions | 1.0 % | 1.0 % |
| Total Normal Cost | 13.2 % | 13.2 % |
| Unfunded Actuarial Liability | | |
| Retired members and beneficiaries (1) | 0.0 % | 0.0 % |
| Active and former members (2) | 0.0 % | (4.2) % |
| Total UAL Contribution | 0.0 % | (4.2) % |
| Total Contribution Requirement | | |
| Member Financed Portion (3) | 4.8 % | 4.8 % |
| City Financed Portion | 8.4 % | 4.2 % |
| Total | 13.2 % | 9.0 % |

(1) Actuarial value of assets exceeds the actuarial liability as of December 31, 2007.

(2) The excess of the actuarial value of assets over actuarial liability, financed as a level percent of active member payroll over a rolling 20 year period, produces a temporary amortization credit.

(3) The weighted average of member contribution rates: 6.4% for Plan 1, 4.7% for Plan 2, and 4.7% for Plan 3.

## TABLE 10

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## HISTORICAL SUMMARY OF CITY CONTRIBUTION RATES

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2007, actuarial liabilities continue to be fully covered by valuation assets. The excess is amortized over a rolling 20 year period, resulting in an amortization credit.

| | | City Contributions as Percents of Active Member Pensionable Payroll | |
|---|---|---|---|
| **Valuation Date** | **Fiscal Year** | **Funding Objective** | **Amortization Credit** |
| 11/30/90 | 1992 | 11.0% | -% |
| 11/30/91 | 1993 | 10.0 | - |
| 11/30/92 | 1994 | 9.5 | - |
| 11/30/93 | 1995 | 9.5 | - |
| 11/30/94 | 1996 | 9.4 | - |
| 12/31/95 | 1997 | 9.0 | - |
| 12/31/96 | 1998 | 6.9 – 8.4 | (1.5) |
| 12/31/97 | 1999 | 4.6 – 8.5 | (3.9) |
| 12/31/98 | 2000 | 0.8 – 8.3 | (7.5) |
| 12/31/99 | 2001 | 2.5 – 9.8 | (7.3) |
| 12/31/00 | 2002 | 0.5 – 9.7 | (9.2) |
| 12/31/01 | 2003 | 1.9 – 9.4 | (7.5) |
| 12/31/02 | 2004 | 2.7 – 8.8 | (6.1) |
| 12/31/03 | 2005 | 3.1 – 8.9 | (5.8) |
| 12/31/04 | 2006 | 3.5 – 8.2 | (4.7) |
| 12/31/05 | 2007 | 3.9 – 8.2 | (4.3) |
| 12/31/06 | 2008 | 4.2 – 8.3 | (4.1) |
| 12/31/07 | 2009 | 4.2 – 8.4 | (4.2) |


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## TABLE 11

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DERIVATION OF SYSTEM EXPERIENCE GAIN/(LOSS)

| | | | ($M) Year Ended 12/31/07 |
|---|---|---|---|
| (1) | | UAL* at start of year | (46.7) |
| (2) | + | Normal cost for year | 9.4 |
| (3) | + | Assumed investment return on (1) & (2) | (2.9) |
| (4) | - | Actual contributions (member + City) | 7.6 |
| (5) | - | Assumed investment return on (4) | 0.3 |
| (6) | = | Expected UAL at end of year | (48.1) |
| (7) | + | Increase (decr.) from amendments | 0.0 |
| (8) | + | Increase (decr.) from assumption change | 0.0 |
| (9) | = | Expected UAL after changes | (48.1) |
| (10) | = | Actual UAL at year end | (50.5) |
| (11) | = | Experience gain (loss) (9) – (10) | 2.4** |
| (12) | = | Percent of beginning of year AL | 0.5% |

* *Unfunded Actuarial Liability/(Surplus)*

** *Of this amount, $8.6 million of the experience gain is due to experience on the actuarial value of assets and 6.2 million represents an experience loss on liabilities.*



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## SECTION 6

## ACCOUNTING INFORMATION

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

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

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2007. Significant actuarial assumptions used in determining the actuarial liability include:

(a) a rate of return on the investment of present and future assets of 7.75% per year compounded annually,

(b) projected salary increases of 4.50% per year compounded annually, (4.0% attributable to inflation, and 0.50% attributable to productivity),

(c) additional projected salary increases of 0.0% to 5.5% per year attributable to seniority/merit, and

(d) the assumption that benefits will increase 3.0% per year of retirement (non-compounded) for Plan 1 and 2.0% per year of retirement (non-compounded) for Plan 2.

| | |
|---|---|
| Actuarial Liability: | |
| Active members | $182,093,150 |
| DROP members | 44,919,876 |
| Retired members and beneficiaries currently receiving benefits | 236,260,567 |
| Vested terminated members not yet receiving benefits | 20,113,435 |
| Total Actuarial Liability | $483,387,028 |
| Actuarial Value of Assets (market value was $559,775,195) | $533,911,465 |
| Assets in Excess of Actuarial Liability | $(50,524,437) |

During the year ended December 31, 2007, the Plan experienced a net increase of $24.3 million in the actuarial liability.

## TABLE 12

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## REQUIRED SUPPLEMENTARY INFORMATION
## SCHEDULE OF FUNDING PROGRESS

| Actuarial Valuation Date | Actuarial Value of Assets (a) | Actuarial Liability (AL) (b) | Unfunded AL (b)–(a) | Funded Ratio (a)/(b) | Active Member Covered Payroll (c) | UAL as a Percentage of Active Member Covered Payroll ((b-a)/c) |
|---|---|---|---|---|---|---|
| 11/30/90 | $143,758 | $178,659 | $ 34,901 | 80.5% | $ 44,509 | 78.4% |
| 11/30/91 | 163,047 | 190,748 | 27,701 | 85.5 | 47,017 | 58.9 |
| 11/30/92 | 182,186 | 204,730 | 22,544 | 89.0 | 49,552 | 45.5 |
| 11/30/93 | 200,853 | 218,603 | 17,750 | 91.9 | 52,093 | 34.1 |
| 11/30/94 | 215,385 | 230,217 | 14,832 | 93.6 | 52,169 | 28.4 |
| 12/31/95 | 238,441 | 242,354 | 3,913 | 98.4 | 54,039 | 7.2 |
| 12/31/96 | 266,404 | 252,968 | (13,436) | 105.3 | 53,534 | (25.1) |
| 12/31/97 | 296,705 | 263,573 | (33,132) | 112.6 | 54,346 | (61.0) |
| 12/31/98 | 340,417 | 276,980 | (63,437) | 122.9 | 56,093 | (113.1) |
| 12/31/99* | 383,338 | 319,289 | (64,049) | 120.1 | 57,562 | (111.3) |
| 12/31/00 | 414,643 | 329,390 | (85,253) | 125.9 | 61,112 | (139.5) |
| 12/31/01 | 428,204 | 353,158 | (75,046) | 121.2 | 65,347 | (114.8) |
| 12/31/02 | 433,366** | 370,399 | (62,967) | 117.0 | 68,117 | (92.4) |
| 12/31/03 | 446,794** | 387,037 | (59,757) | 115.4 | 69,161 | (86.4) |
| 12/31/04* | 462,994** | 413,159 | (49,835) | 112.1 | 72,154 | (69.1) |
| 12/31/05* | 479,275** | 433,297 | (45,978) | 110.6 | 72,367 | (63.5) |
| 12/31/06* | 505,756** | 459,062 | (46,694) | 110.2 | 75,881 | (61.5) |
| 12/31/07* | 533,911** | 483,387 | (50,524) | 110.5 | 78,736 | (64.2) |

*Dollar amounts are in thousands.*

**After changes in benefits and/or actuarial assumptions and/or actuarial cost methods.*
***Includes all members except Plan 3b.*

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


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## TABLE 13

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## REQUIRED SUPPLEMENTARY INFORMATION
## SCHEDULE OF EMPLOYER CONTRIBUTIONS

| Fiscal Year | Actuarial Valuation Date | Annual Required Contribution | Percent Contribution |
|---|---|---|---|
| 1995 | 11/30/93 | $5,688,326 | 100.0% |
| 1996 | 11/30/94 | 4,751,698 | 100.0 |
| 1997 | 12/31/95 | 4,459,654 | 100.0 |
| 1998 | 12/31/96 | 4,140,163 | 100.0 |
| 1999 | 12/31/97 | 4,134,826 | 100.0 |
| 2000 | 12/31/98 | 2,751,084 | 100.0 |
| 2001 | 12/31/99 | 1,843,213 | 100.0 |
| 2002 | 12/31/00 | 3,137,912* | 100.0 |
| 2003 | 12/31/01 | 3,189,513* | 100.0 |
| 2004 | 12/31/02 | 3,266,706* | 100.0 |
| 2005 | 12/31/03 | 3,589,063* | 100.0 |
| 2006 | 12/31/04 | 3,566,429* | 100.0 |
| 2007 | 12/31/05 | 3,700,590* | 100.0 |

**Reflects contributions to Plans 1, 2 and 3. Excludes contributions for Plan 3b members.*

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

| | |
|---|---|
| Valuation Date | December 31, 2007 |
| Actuarial Cost Method | Entry Age Normal |
| Amortization Method | Level percent of payroll, open |
| Remaining Amortization Period | 20 years |
| Asset Valuation Method | Expected + 25% of (Market – Expected Values) |
| Actuarial Assumptions: | |
| Investment Rate of Return* | 7.75% |
| Projected Salary Increases* | 4.50% - 10.00% |
| * Includes Inflation at | 4.00% |
| Cost-of-Living Adjustments | 3.00% Non-compounded (Plan 1)<br>2.00% Non-compounded (Plan 2) |

## TABLE 14

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SOLVENCY TEST

| | Aggregate Actuarial Liability For | | | | Portion of Actuarial Liabilities Covered by Reported Assets | | |
|---|---|---|---|---|---|---|---|
| Valuation Date | (1) Active Member Contributions | (2) Retirants and Beneficiaries* | (3) Active Members (Employer Financed Portion) | Reported Valuation Assets | (1) | (2) | (3) |
| 11/30/94 | $25,426,998 | $111,681,938 | $93,108,469 | $215,385,559 | 100.0% | 100.0% | 84.1% |
| 12/31/95 | 28,549,082 | 123,759,638 | 90,046,029 | 238,441,351 | 100.0 | 100.0 | 95.7 |
| 12/31/96 | 28,996,944 | 133,093,326 | 90,877,809 | 266,403,759 | 100.0 | 100.0 | 114.8 |
| 12/31/97 | 29,881,922 | 141,922,445 | 91,768,436 | 296,704,769 | 100.0 | 100.0 | 136.1 |
| 12/31/98 | 29,694,389 | 156,764,183 | 90,521,375 | 340,417,265 | 100.0 | 100.0 | 170.1 |
| 12/31/99 | 32,017,094 | 169,602,958 | 117,669,351 | 383,337,991 | 100.0 | 100.0 | 154.4 |
| 12/31/00 | 34,189,528 | 177,095,907 | 118,104,491 | 414,642,694 | 100.0 | 100.0 | 172.2 |
| 12/31/01 | 33,516,616 | 179,374,487 | 140,266,410 | 428,204,828 | 100.0 | 100.0 | 153.5 |
| 12/31/02 | 38,291,472 | 192,615,216 | 139,492,410 | 433,365,890 | 100.0 | 100.0 | 145.1 |
| 12/31/03 | 39,847,119 | 205,799,341 | 141,390,445 | 446,794,052 | 100.0 | 100.0 | 142.3 |
| 12/31/04 | 41,852,724 | 218,518,676 | 152,632,267 | 462,994,047 | 100.0 | 100.0 | 132.8 |
| 12/31/05 | 43,397,403 | 228,408,201 | 161,491,272 | 479,274,508 | 100.0 | 100.0 | 128.5 |
| 12/31/06 | 45,475,389 | 237,860,848 | 175,725,905 | 505,755,995 | 100.0 | 100.0 | 126.6 |
| 12/31/07 | 46,189,489 | 256,374,002 | 180,823,537 | 533,911,465 | 100.0 | 100.0 | 127.9 |

During the twelve months ended December 31, 2007, the Wichita Employees' Retirement System generated a net experience gain of $2.4 million dollars. The amount is 0.5% of the actuarial liability at the beginning of the year.

**Includes vested terminated members*

## APPENDIX A

## SUMMARY OF MEMBERSHIP DATA

### *MEMBER DATA RECONCILIATION*

December 31, 2006 to December 31, 2007

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

| | Active Participants | | | DROP Participants | | Retirees & Beneficiaries | | Terminated Vested | | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Plan 1** | **Plan 2** | **Plan 3** | **Plan 1** | **Plan 2** | **Plan 1** | **Plan 2** | **Plan 1** | **Plan 2** | |
| Members as of 12/31/06 | 79 | 905 | 837 | 55 | 17 | 867 | 235 | 11 | 120 | 3,126 |
| New Members | 0 | 0 | +194 | 0 | 0 | +11 | +7 | 0 | 0 | +212 |
| Transfers | 0 | +73 | -84 | 0 | 0 | 0 | 0 | 0 | 0 | -11 |
| Terminations | | | | 0 | 0 | | | | | |
| Refunded | 0 | -6 | -102 | 0 | 0 | 0 | 0 | 0 | -3 | -111 |
| Deferred Vested | 0 | -9 | -3 | 0 | 0 | 0 | 0 | 0 | +12 | 0 |
| Retirements | | | | | | | | | | |
| Service | -8 | -24 | 0 | -15 | -7 | +25 | +34 | -2 | -3 | 0 |
| Disability | -0 | -1 | 0 | 0 | 0 | 0 | +1 | 0 | 0 | 0 |
| DROP | -15 | -5 | -1 | +15 | +6 | 0 | 0 | 0 | 0 | 0 |
| Deaths | | | | 0 | 0 | | | | | |
| Cashed Out | 0 | -1 | -3 | 0 | 0 | 0 | 0 | 0 | 0 | -4 |
| With Beneficiary | 0 | -1 | 0 | 0 | 0 | -11 | -6 | 0 | 0 | -18 |
| Without Beneficiary | 0 | 0 | 0 | 0 | 0 | -22 | -7 | 0 | 0 | -29 |
| Data Adjustments | 0 | 0 | 0 | +2 | 0 | -2 | 0 | 0 | +3 | +3 |
| **Members as of 12/31/07** | **56** | **931** | **838** | **57** | **16** | **868** | **264** | **9** | **129** | **3,168** |



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## APPENDIX A (continued)

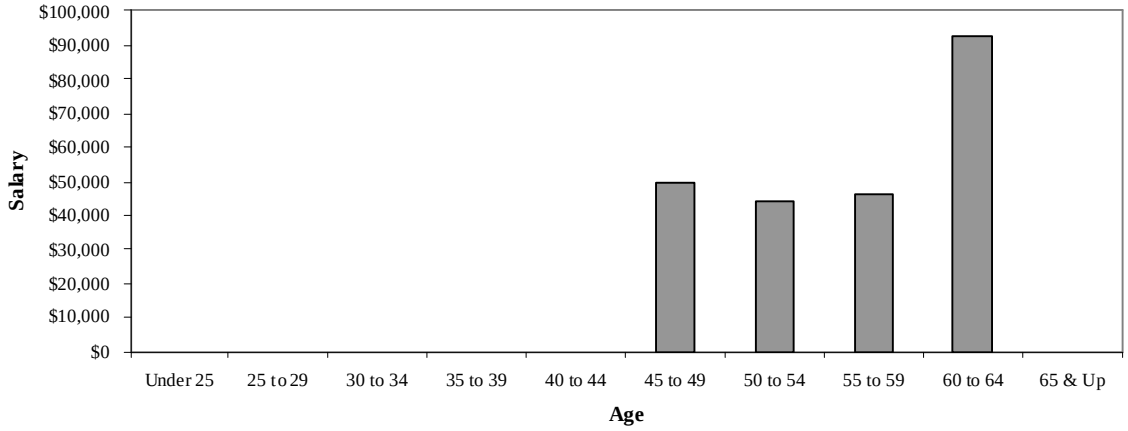
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007

**Plan 1**

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 0 | 0 | 0 | - | - | - |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 0 | 0 | 0 | - | - | - |
| 40 to 44 | 0 | 0 | 0 | - | - | - |
| 45 to 49 | 12 | 2 | 14 | 605,006 | 93,740 | 698,746 |
| 50 to 54 | 19 | 9 | 28 | 858,441 | 380,065 | 1,238,506 |
| 55 to 59 | 8 | 4 | 12 | 335,630 | 219,642 | 555,272 |
| 60 to 64 | 2 | 0 | 2 | 184,906 | - | 184,906 |
| 65 & Up | 0 | 0 | 0 | - | - | - |
| Total | 41 | 15 | 56 | $ 1,983,983 | $ 693,447 | $ 2,677,430 |

### Average Salary by Age



## APPENDIX A (continued)

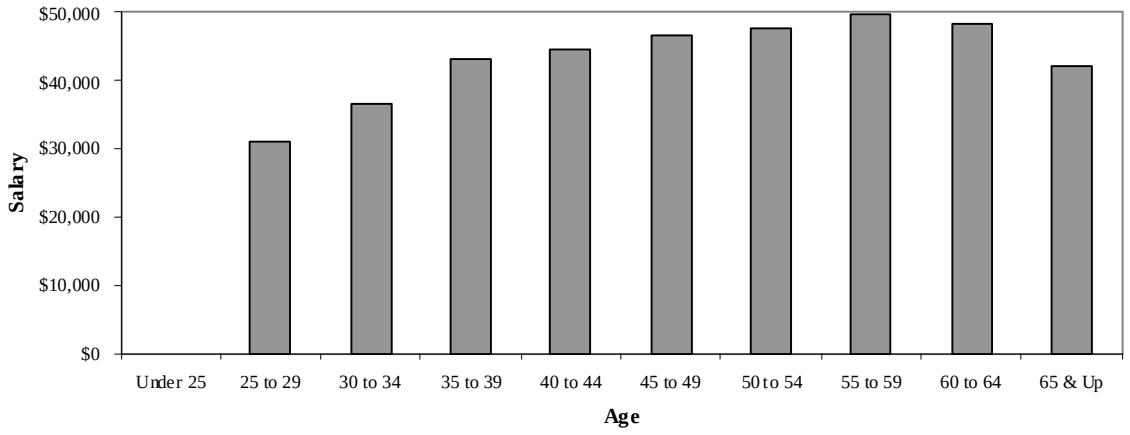
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007

**Plan 2**

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 3 | 1 | 4 | 91,594 | 32,699 | 124,293 |
| 30 to 34 | 22 | 9 | 31 | 819,525 | 312,381 | 1,131,906 |
| 35 to 39 | 36 | 23 | 59 | 1,551,124 | 993,847 | 2,544,971 |
| 40 to 44 | 83 | 59 | 142 | 3,739,984 | 2,605,845 | 6,345,829 |
| 45 to 49 | 109 | 71 | 180 | 5,158,019 | 3,276,000 | 8,434,019 |
| 50 to 54 | 131 | 92 | 223 | 6,115,828 | 4,492,812 | 10,608,640 |
| 55 to 59 | 125 | 69 | 194 | 6,384,520 | 3,248,890 | 9,633,410 |
| 60 to 64 | 47 | 38 | 85 | 2,459,750 | 1,650,661 | 4,110,411 |
| 65 & Up | 8 | 5 | 13 | 335,934 | 211,467 | 547,401 |
| Total | 564 | 367 | 931 | $ 26,656,278 | $ 16,824,602 | $ 43,480,880 |

### Average Salary by Age



## APPENDIX A (continued)

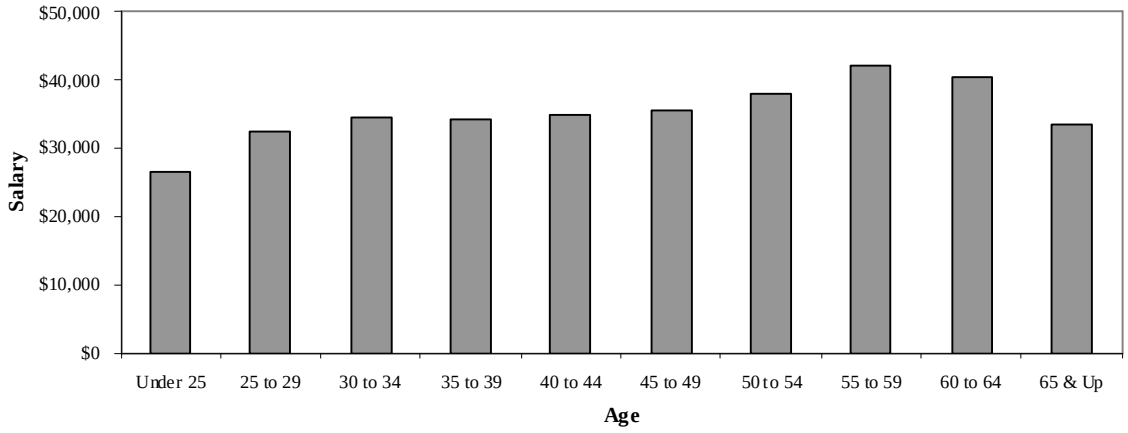
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF ACTIVE MEMBERS
## as of December 31, 2007

**Plan 3**

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 49 | 12 | 61 | $ 1,283,086 | $ 331,574 | $ 1,614,660 |
| 25 to 29 | 80 | 44 | 124 | 2,641,385 | 1,392,451 | 4,033,836 |
| 30 to 34 | 68 | 55 | 123 | 2,152,482 | 2,109,811 | 4,262,293 |
| 35 to 39 | 65 | 38 | 103 | 2,283,128 | 1,252,209 | 3,535,337 |
| 40 to 44 | 68 | 38 | 106 | 2,382,165 | 1,332,795 | 3,714,960 |
| 45 to 49 | 81 | 39 | 120 | 2,819,383 | 1,441,356 | 4,260,739 |
| 50 to 54 | 56 | 37 | 93 | 2,112,060 | 1,409,282 | 3,521,342 |
| 55 to 59 | 45 | 28 | 73 | 1,924,508 | 1,145,675 | 3,070,183 |
| 60 to 64 | 17 | 9 | 26 | 765,998 | 284,858 | 1,050,856 |
| 65 & Up | 7 | 2 | 9 | 234,105 | 67,385 | 301,490 |
| Total | 536 | 302 | 838 | $ 18,598,300 | $ 10,767,396 | $ 29,365,696 |

### Average Salary by Age



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## APPENDIX A (continued)

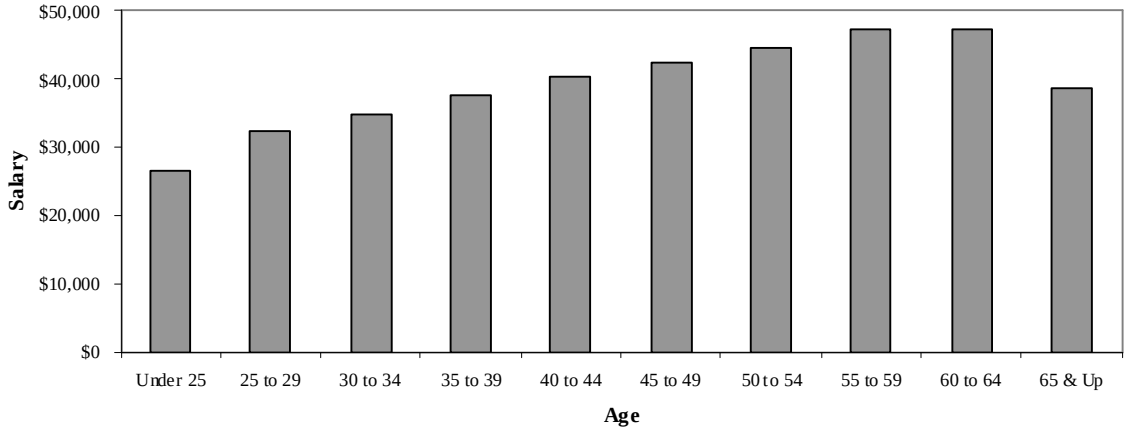
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007

**All Plans**

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 49 | 12 | 61 | $ 1,283,086 | $ 331,574 | $ 1,614,660 |
| 25 to 29 | 83 | 45 | 128 | 2,732,979 | 1,425,150 | 4,158,129 |
| 30 to 34 | 90 | 64 | 154 | 2,972,007 | 2,422,192 | 5,394,199 |
| 35 to 39 | 101 | 61 | 162 | 3,834,252 | 2,246,056 | 6,080,308 |
| 40 to 44 | 151 | 97 | 248 | 6,122,149 | 3,938,640 | 10,060,789 |
| 45 to 49 | 202 | 112 | 314 | 8,582,408 | 4,811,096 | 13,393,504 |
| 50 to 54 | 206 | 138 | 344 | 9,086,329 | 6,282,159 | 15,368,488 |
| 55 to 59 | 178 | 101 | 279 | 8,644,658 | 4,614,207 | 13,258,865 |
| 60 to 64 | 66 | 47 | 113 | 3,410,654 | 1,935,519 | 5,346,173 |
| 65 & Up | 15 | 7 | 22 | 570,039 | 278,852 | 848,891 |
| Total | 1,141 | 684 | 1,825 | $ 47,238,561 | $ 28,285,445 | $ 75,524,006 |

### Average Salary by Age



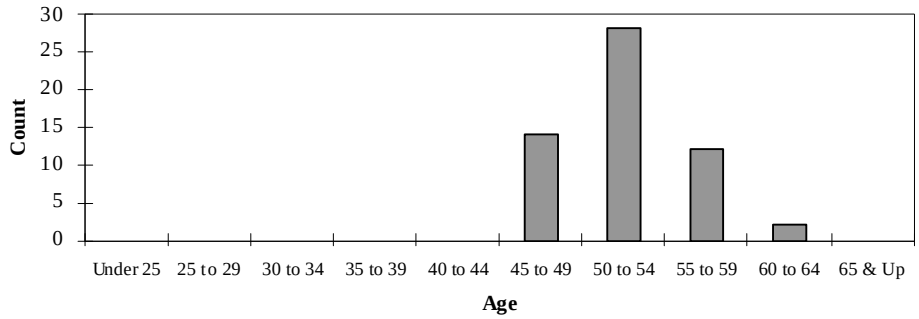
## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007

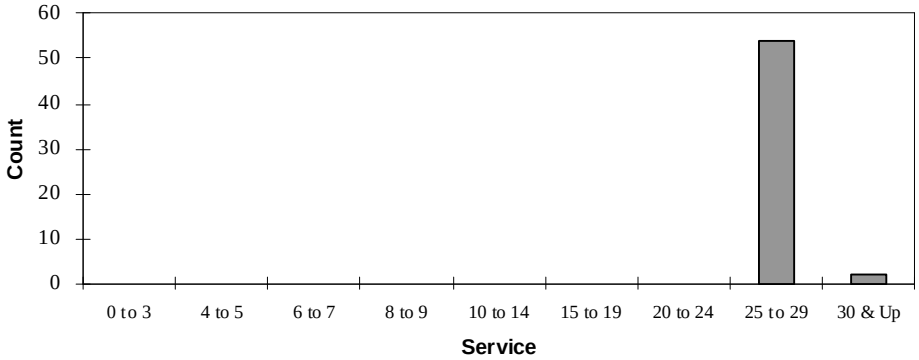
**Plan 1**

| | Years of Service | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 3 | 4 to 5 | 6 to 7 | 8 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 & Up | Total |
| Under 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 25 to 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 30 to 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 35 to 39 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 40 to 44 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 45 to 49 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 14 |
| 50 to 54 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27 | 1 | 28 |
| 55 to 59 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 1 | 12 |
| 60 to 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 |
| 65 & Up | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | 2 | 56 |

**Age Distribution**




**Service Distribution**




Average age: 52.3 Average service: 28.0



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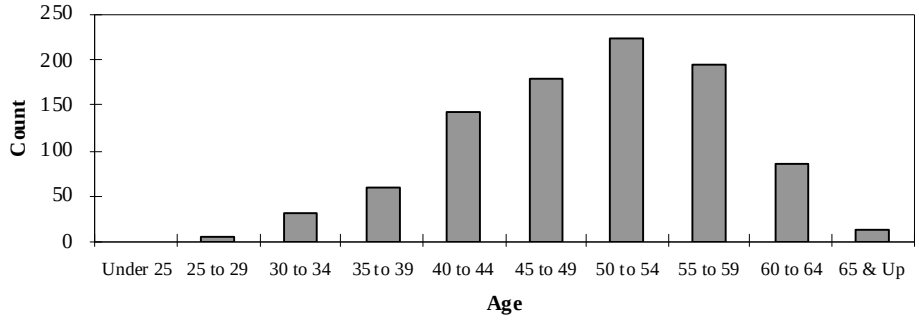
## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007

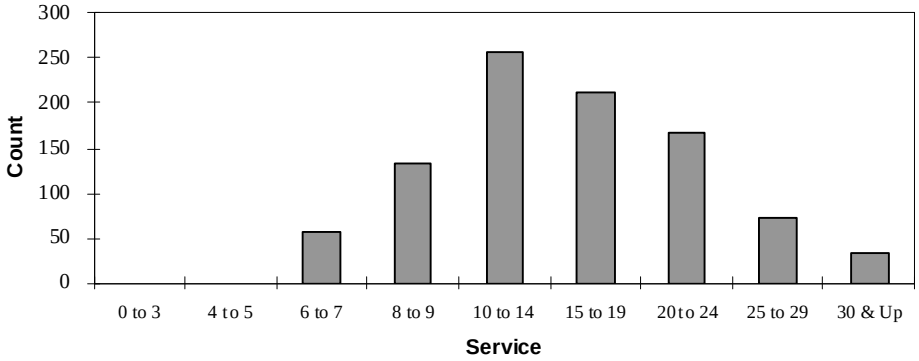
**Plan 2**

| | Years of Service | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 3 | 4 to 5 | 6 to 7 | 8 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 & Up | Total |
| Under 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 25 to 29 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 4 |
| 30 to 34 | 0 | 0 | 9 | 9 | 13 | 0 | 0 | 0 | 0 | 31 |
| 35 to 39 | 0 | 0 | 8 | 17 | 26 | 8 | 0 | 0 | 0 | 59 |
| 40 to 44 | 0 | 0 | 9 | 26 | 39 | 47 | 20 | 1 | 0 | 142 |
| 45 to 49 | 0 | 0 | 12 | 18 | 45 | 47 | 41 | 17 | 0 | 180 |
| 50 to 54 | 0 | 0 | 8 | 26 | 54 | 47 | 50 | 27 | 11 | 223 |
| 55 to 59 | 0 | 0 | 6 | 23 | 43 | 42 | 44 | 19 | 17 | 194 |
| 60 to 64 | 0 | 0 | 3 | 12 | 28 | 18 | 11 | 8 | 5 | 85 |
| 65 & Up | 0 | 0 | 0 | 1 | 9 | 2 | 1 | 0 | 0 | 13 |
| Total | 0 | 0 | 58 | 133 | 257 | 211 | 167 | 72 | 33 | 931 |

**Age Distribution**




**Service Distribution**




Average age: 49.9 Average service: 16.2



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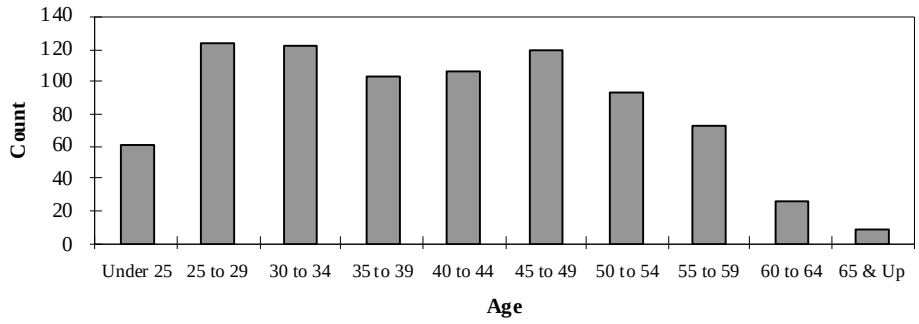
## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

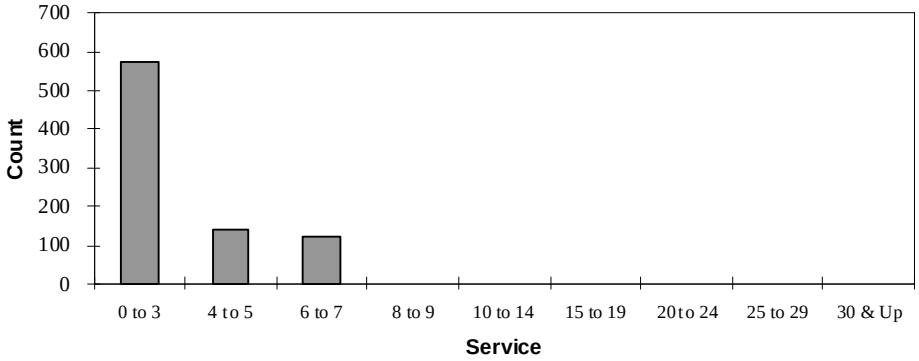
**Plan 3**

| | Years of Service | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 3 | 4 to 5 | 6 to 7 | 8 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 & Up | Total |
| Under 25 | 57 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61 |
| 25 to 29 | 98 | 15 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 124 |
| 30 to 34 | 92 | 15 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 123 |
| 35 to 39 | 64 | 17 | 22 | 0 | 0 | 0 | 0 | 0 | 0 | 103 |
| 40 to 44 | 69 | 24 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 106 |
| 45 to 49 | 75 | 24 | 21 | 0 | 0 | 0 | 0 | 0 | 0 | 120 |
| 50 to 54 | 53 | 24 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 93 |
| 55 to 59 | 48 | 11 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 73 |
| 60 to 64 | 16 | 3 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 26 |
| 65 & Up | 4 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |
| Total | 576 | 140 | 122 | 0 | 0 | 0 | 0 | 0 | 0 | 838 |

**Age Distribution**




**Service Distribution**




Average age: 40.3 Average service: 3.1

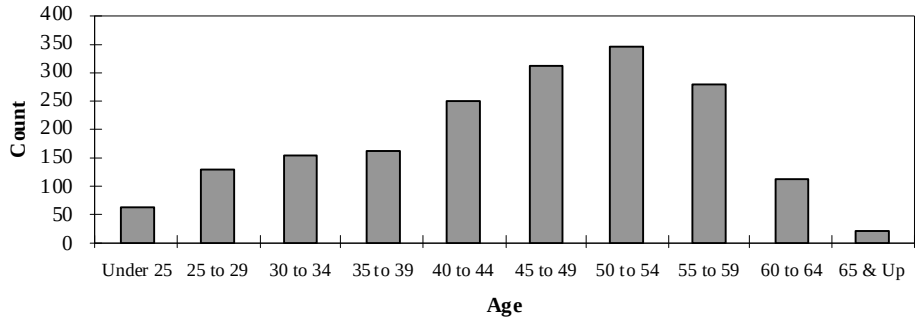
## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

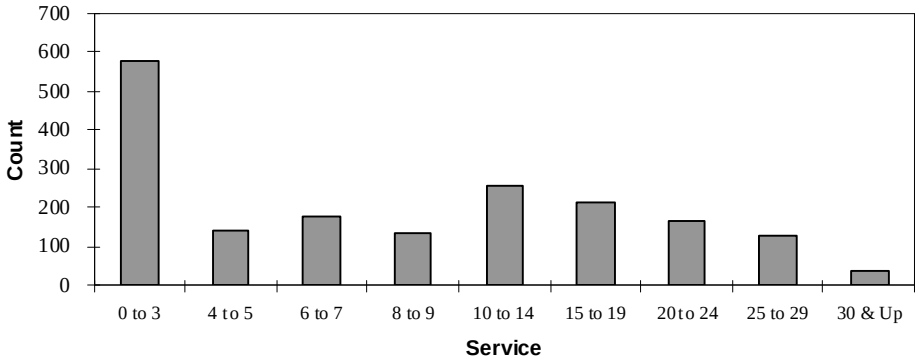
## DISTRIBUTION OF ACTIVE MEMBERS
## (Excluding DROP Members)
## as of December 31, 2007
**All Plans**

| | Years of Service | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 3 | 4 to 5 | 6 to 7 | 8 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 & Up | Total |
| Under 25 | 57 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61 |
| 25 to 29 | 98 | 15 | 14 | 1 | 0 | 0 | 0 | 0 | 0 | 128 |
| 30 to 34 | 92 | 15 | 25 | 9 | 13 | 0 | 0 | 0 | 0 | 154 |
| 35 to 39 | 64 | 17 | 30 | 17 | 26 | 8 | 0 | 0 | 0 | 162 |
| 40 to 44 | 69 | 24 | 22 | 26 | 39 | 47 | 20 | 1 | 0 | 248 |
| 45 to 49 | 75 | 24 | 33 | 18 | 45 | 47 | 41 | 31 | 0 | 314 |
| 50 to 54 | 53 | 24 | 24 | 26 | 54 | 47 | 50 | 54 | 12 | 344 |
| 55 to 59 | 48 | 11 | 20 | 23 | 43 | 42 | 44 | 30 | 18 | 279 |
| 60 to 64 | 16 | 3 | 10 | 12 | 28 | 18 | 11 | 10 | 5 | 113 |
| 65 & Up | 4 | 3 | 2 | 1 | 9 | 2 | 1 | 0 | 0 | 22 |
| Total | 576 | 140 | 180 | 133 | 257 | 211 | 167 | 126 | 35 | 1,825 |

**Age Distribution**




**Service Distribution**




Average age: 45.9 Average service: 11.2



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## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DISTRIBUTION OF DROP MEMBERS
## as of December 31, 2007

**Plan 1**

| | Service | | | | | |
|---|---|---|---|---|---|---|
| Age | Under 20 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 50 | 0 | 0 | 3 | 0 | 0 | 3 |
| 50-54 | 0 | 0 | 20 | 0 | 0 | 20 |
| 55-59 | 0 | 1 | 22 | 0 | 0 | 23 |
| 60-64 | 0 | 0 | 8 | 1 | 0 | 9 |
| 65 & Up | 0 | 0 | 1 | 1 | 0 | 2 |
| Total | 0 | 1 | 54 | 2 | 0 | 57 |

| | DROP Duration Elected (months) | | | | | |
|---|---|---|---|---|---|---|
| Age | 1 to 12 | 13 to 24 | 25 to 36 | 37 to 48 | 48 to 60 | Total |
| Under 50 | 1 | 0 | 0 | 0 | 2 | 3 |
| 50-54 | 0 | 0 | 0 | 0 | 20 | 20 |
| 55-59 | 1 | 0 | 0 | 2 | 20 | 23 |
| 60-64 | 0 | 0 | 1 | 1 | 7 | 9 |
| 65 & Up | 0 | 0 | 1 | 0 | 1 | 2 |
| Total | 2 | 0 | 2 | 3 | 50 | 57 |

| Age | Monthly Benefits | Estimated Balance |
|---|---|---|
| Under 50 | $ 7,977 | $ 59,456 |
| 50-54 | 67,035 | 1,296,367 |
| 55-59 | 85,326 | 2,994,454 |
| 60-64 | 27,597 | 1,169,011 |
| 65 & Up | 5,520 | 269,651 |
| Total | $ 193,455 | $ 5,788,939 |

## APPENDIX A (continued)

## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## DISTRIBUTION OF DROP MEMBERS
## as of December 31, 2007

**Plan 2**

| | Service | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Age | Under 10 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 50 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 50-55 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 55-59 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 60-64 | 0 | 2 | 2 | 2 | 1 | 1 | 0 | 8 |
| 65 & Up | 2 | 1 | 4 | 0 | 1 | 0 | 0 | 8 |
| Total | 2 | 3 | 6 | 2 | 2 | 1 | 0 | 16 |

| | DROP Duration Elected (months) | | | | | |
|---|---|---|---|---|---|---|
| Age | 1 to 12 | 13 to 24 | 25 to 36 | 37 to 48 | 48 to 60 | Total |
| Under 50 | 0 | 0 | 0 | 0 | 0 | 0 |
| 50-55 | 0 | 0 | 0 | 0 | 0 | 0 |
| 55-59 | 0 | 0 | 0 | 0 | 0 | 0 |
| 60-64 | 0 | 0 | 5 | 0 | 3 | 8 |
| 65 & Up | 1 | 2 | 2 | 1 | 2 | 8 |
| Total | 1 | 2 | 7 | 1 | 5 | 16 |

| Age | Monthly Benefits | Estimated Balance |
|---|---|---|
| Under 50 | $ 0 | $ 0 |
| 50-54 | 0 | 0 |
| 55-59 | 0 | 0 |
| 60-64 | 14,145 | 357,232 |
| 65 & Up | 9,069 | 206,091 |
| Total | $ 23,214 | $ 563,323 |

## APPENDIX A (continued)

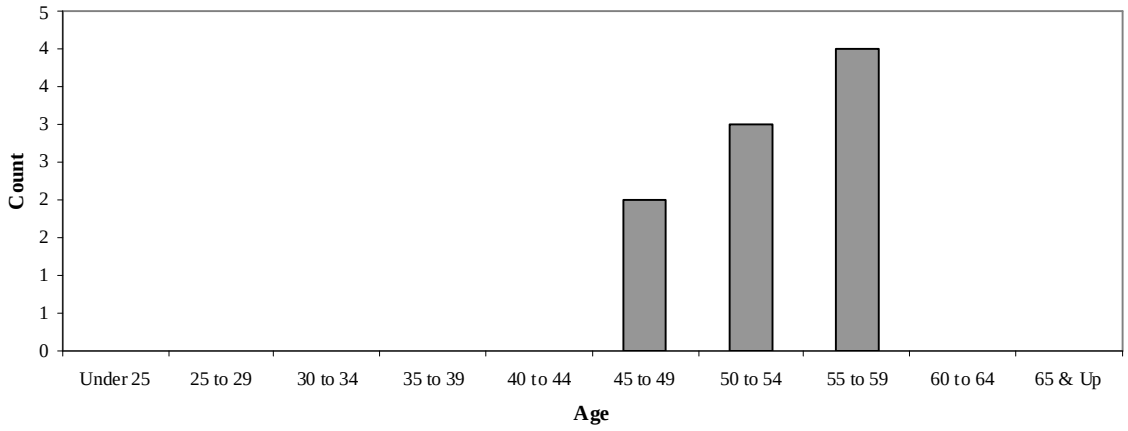
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF DEFERRED VESTED MEMBERS
## as of December 31, 2007

**Plan 1**

| | Number | | | Current Monthly Benefit at Retirement | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 0 | 0 | 0 | - | - | - |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 0 | 0 | 0 | - | - | - |
| 40 to 44 | 0 | 0 | 0 | - | - | - |
| 45 to 49 | 0 | 2 | 2 | - | 3,115 | 3,115 |
| 50 to 54 | 1 | 2 | 3 | 1,673 | 3,564 | 5,237 |
| 55 to 59 | 3 | 1 | 4 | 4,451 | 2,271 | 6,722 |
| 60 to 64 | 0 | 0 | 0 | - | - | - |
| 65 & Up | 0 | 0 | 0 | - | - | - |
| Total | 4 | 5 | 9 | $ 6,124 | $ 8,950 | $ 15,074 |

## Age Distribution



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## APPENDIX A (continued)

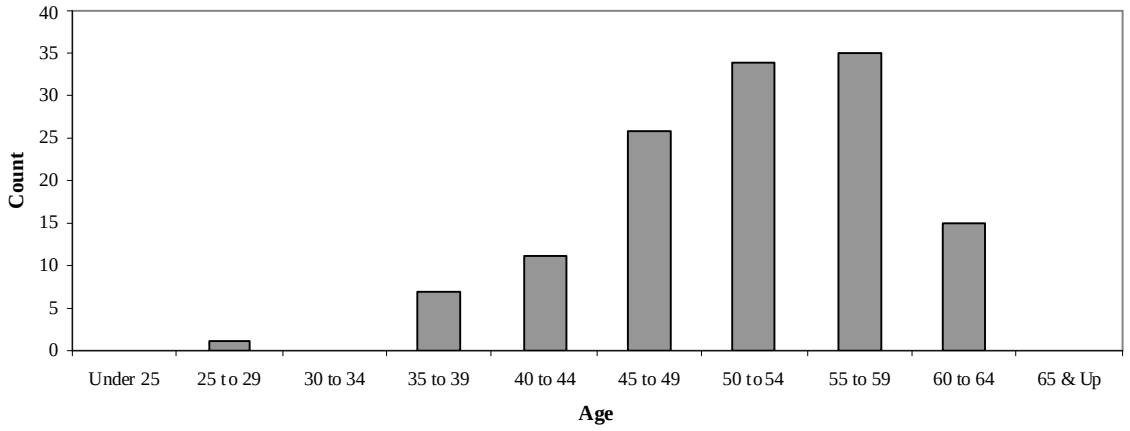
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF DEFERRED VESTED MEMBERS
## as of December 31, 2007

**Plan 2**

| | Number | | | Current Monthly Benefit at Retirement | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 1 | 0 | 1 | 347 | - | 347 |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 4 | 3 | 7 | 2,496 | 2,612 | 5,108 |
| 40 to 44 | 5 | 6 | 11 | 5,759 | 9,224 | 14,983 |
| 45 to 49 | 12 | 14 | 26 | 17,397 | 15,802 | 33,199 |
| 50 to 54 | 17 | 17 | 34 | 24,167 | 20,982 | 45,148 |
| 55 to 59 | 18 | 17 | 35 | 24,880 | 22,995 | 47,875 |
| 60 to 64 | 9 | 6 | 15 | 14,189 | 7,557 | 21,746 |
| 65 & Up | 0 | 0 | 0 | - | - | - |
| Total | 66 | 63 | 129 | $ 89,234 | $ 79,173 | $ 168,407 |

## Age Distribution



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## APPENDIX A (continued)

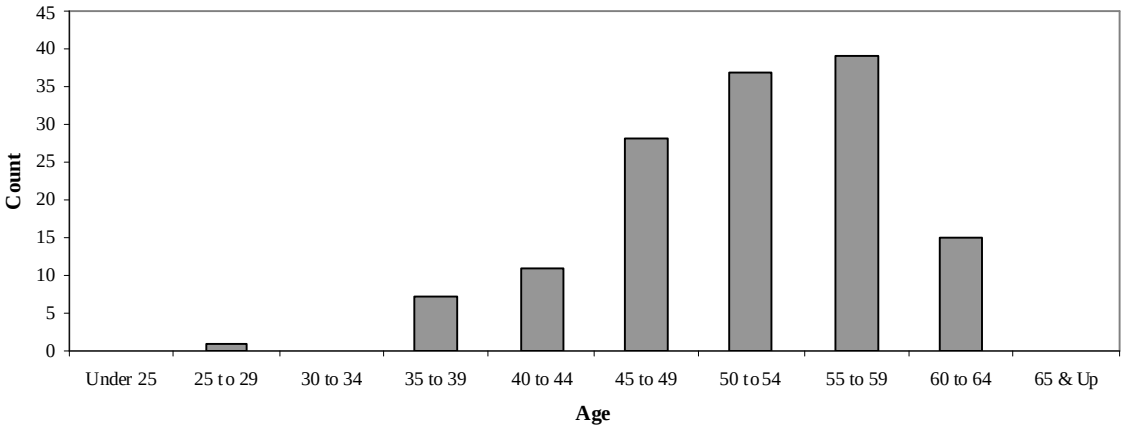
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF DEFERRED VESTED MEMBERS
## as of December 31, 2007

**All Plans**

| | Number | | | Current Monthly Benefit at Retirement | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 1 | 0 | 1 | 347 | - | 347 |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 4 | 3 | 7 | 2,496 | 2,612 | 5,108 |
| 40 to 44 | 5 | 6 | 11 | 5,759 | 9,224 | 14,983 |
| 45 to 49 | 12 | 16 | 28 | 17,397 | 18,917 | 36,314 |
| 50 to 54 | 18 | 19 | 37 | 25,840 | 24,546 | 50,386 |
| 55 to 59 | 21 | 18 | 39 | 29,331 | 25,266 | 54,597 |
| 60 to 64 | 9 | 6 | 15 | 14,189 | 7,557 | 21,746 |
| 65 & Up | 0 | 0 | 0 | - | - | - |
| Total | 70 | 68 | 138 | $ 95,358 | $ 88,123 | $ 183,481 |

## Age Distribution



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## APPENDIX A (continued)

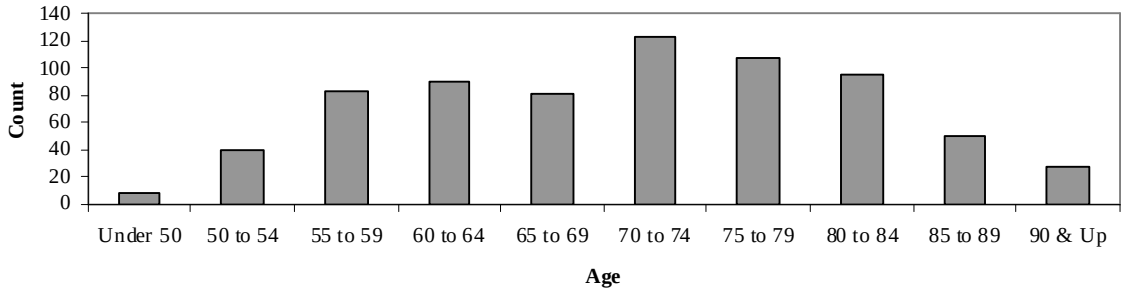
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF RETIRED MEMBERS*
## as of December 31, 2007

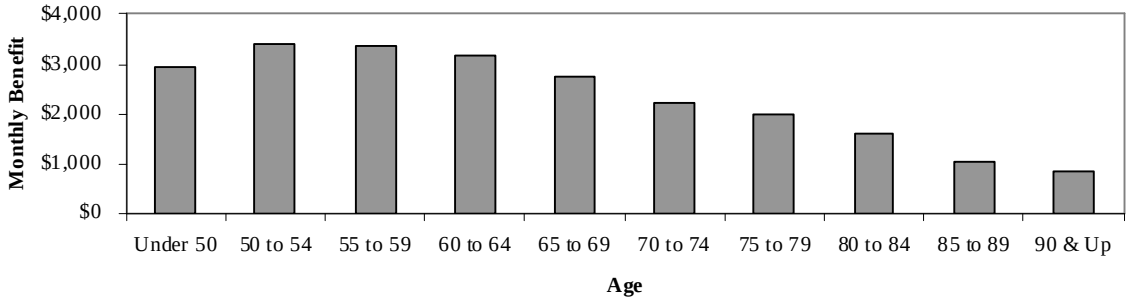
**Plan 1**

| Age | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 50 | 5 | 4 | 9 | $ 16,172 | $ 10,088 | $ 26,260 |
| 50 to 54 | 24 | 15 | 39 | 85,944 | 47,263 | 133,207 |
| 55 to 59 | 63 | 21 | 84 | 229,174 | 53,073 | 282,246 |
| 60 to 64 | 60 | 31 | 91 | 209,609 | 78,955 | 288,564 |
| 65 to 69 | 59 | 23 | 82 | 177,690 | 48,458 | 226,148 |
| 70 to 74 | 74 | 49 | 123 | 181,108 | 95,091 | 276,199 |
| 75 to 79 | 69 | 39 | 108 | 158,594 | 56,302 | 214,896 |
| 80 to 84 | 49 | 47 | 96 | 105,822 | 47,328 | 153,150 |
| 85 to 89 | 21 | 30 | 51 | 26,652 | 27,326 | 53,977 |
| 90 & Up | 10 | 17 | 27 | 10,690 | 12,674 | 23,364 |
| Total | 434 | 276 | 710 | $ 1,201,454 | $ 476,558 | $ 1,678,013 |

**Age Distribution**




**Average Benefit**




* Includes DROP members.

## APPENDIX A (continued)

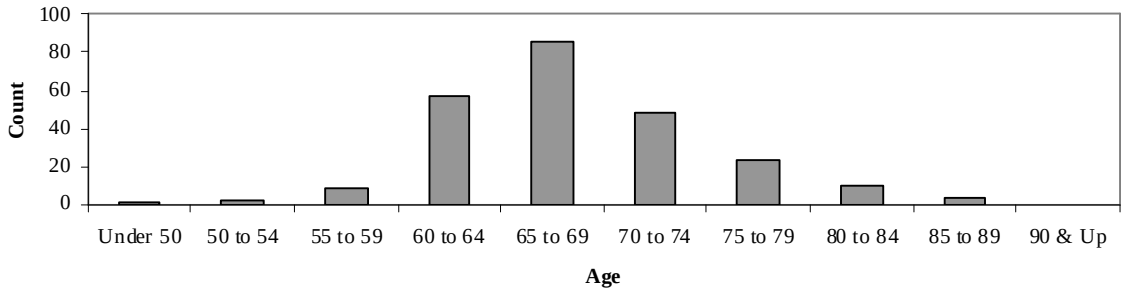
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF RETIRED MEMBERS*
## as of December 31, 2007

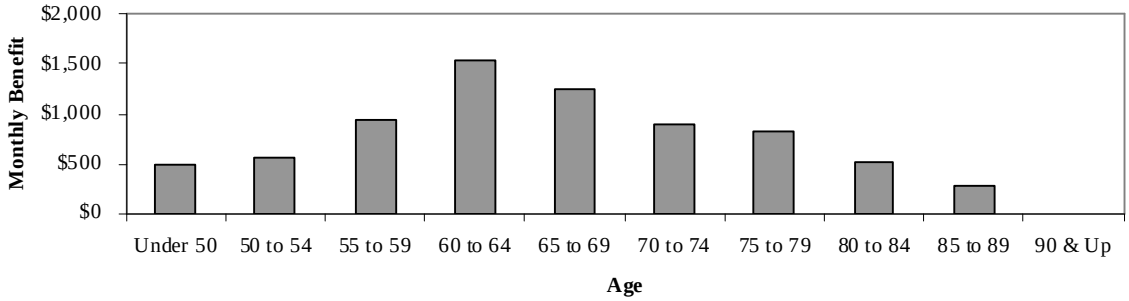
**Plan 2**

| Age | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 50 | 1 | 0 | 1 | $ 494 | $ - | $ 494 |
| 50 to 54 | 1 | 1 | 2 | 575 | 568 | 1,144 |
| 55 to 59 | 6 | 3 | 9 | 5,608 | 2,814 | 8,423 |
| 60 to 64 | 29 | 28 | 57 | 50,967 | 36,230 | 87,197 |
| 65 to 69 | 45 | 41 | 86 | 59,904 | 48,728 | 108,632 |
| 70 to 74 | 25 | 23 | 48 | 23,076 | 20,177 | 43,253 |
| 75 to 79 | 13 | 10 | 23 | 10,048 | 8,748 | 18,796 |
| 80 to 84 | 3 | 7 | 10 | 1,614 | 3,664 | 5,278 |
| 85 to 89 | 0 | 3 | 3 | - | 826 | 826 |
| 90 & Up | 0 | 0 | 0 | - | - | - |
| Total | 123 | 116 | 239 | $ 152,286 | $ 121,756 | $ 274,042 |

**Age Distribution**




**Average Benefit**




* Includes DROP members.

## APPENDIX A (continued)

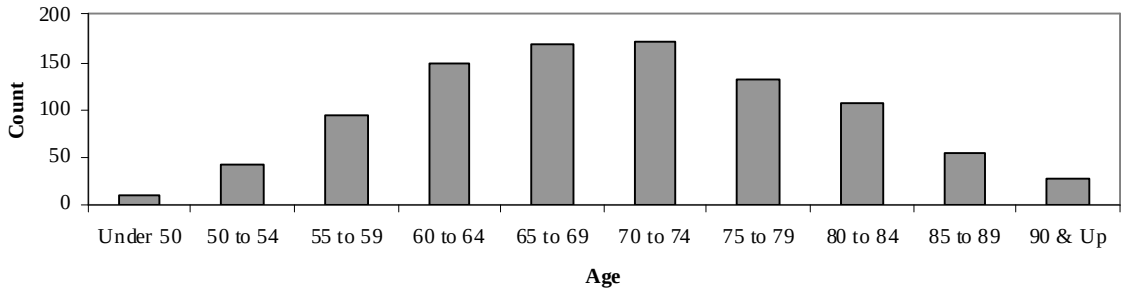
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF RETIRED MEMBERS*
## as of December 31, 2007

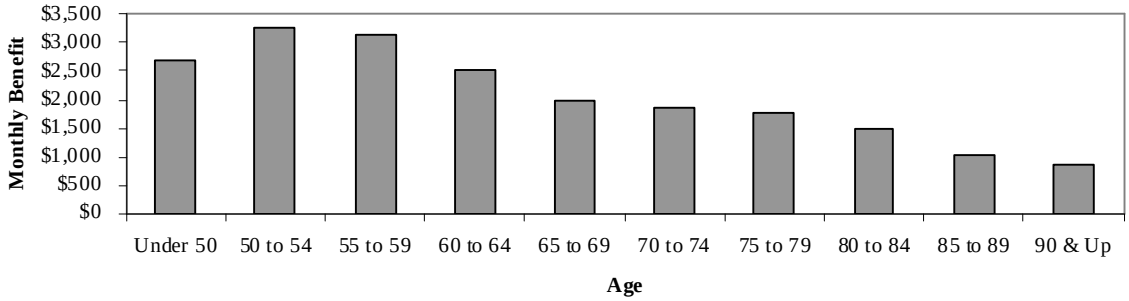
**All Plans**

| Age | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 50 | 6 | 4 | 10 | $ 16,666 | $ 10,088 | $ 26,754 |
| 50 to 54 | 25 | 16 | 41 | 86,519 | 47,832 | 134,351 |
| 55 to 59 | 69 | 24 | 93 | 234,782 | 55,887 | 290,669 |
| 60 to 64 | 89 | 59 | 148 | 260,576 | 115,185 | 375,761 |
| 65 to 69 | 104 | 64 | 168 | 237,594 | 97,186 | 334,780 |
| 70 to 74 | 99 | 72 | 171 | 204,184 | 115,267 | 319,451 |
| 75 to 79 | 82 | 49 | 131 | 168,642 | 65,051 | 233,692 |
| 80 to 84 | 52 | 54 | 106 | 107,436 | 50,992 | 158,428 |
| 85 to 89 | 21 | 33 | 54 | 26,652 | 28,152 | 54,804 |
| 90 & Up | 10 | 17 | 27 | 10,690 | 12,674 | 23,364 |
| Total | 557 | 392 | 949 | $ 1,353,741 | $ 598,314 | $ 1,952,055 |

**Age Distribution**




**Average Benefit**




* Includes DROP members.



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## APPENDIX A (continued)

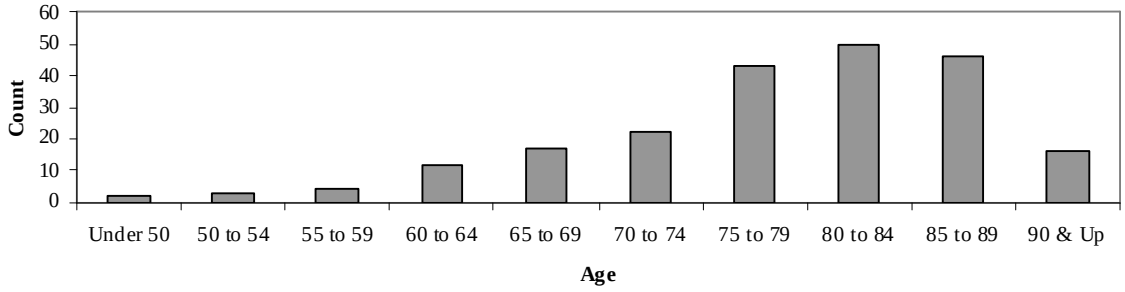
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF BENEFICIARIES
## as of December 31, 2007

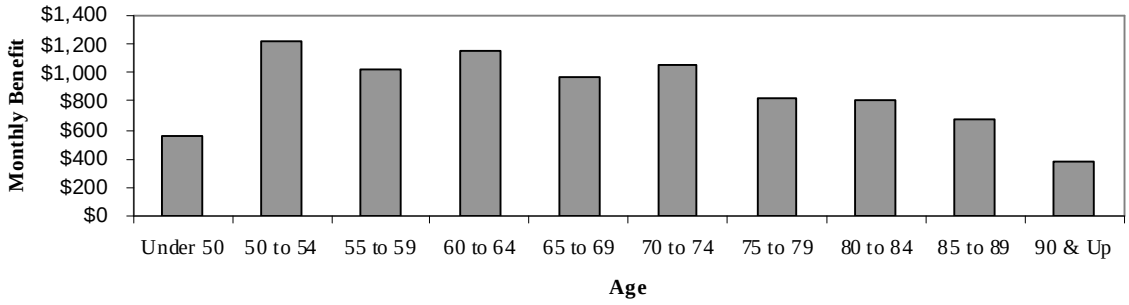
**Plan 1**

| | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 50 | 1 | 1 | 2 | $ 886 | $ 226 | $ 1,112 |
| 50 to 54 | 0 | 3 | 3 | - | 3,642 | 3,642 |
| 55 to 59 | 0 | 4 | 4 | - | 4,111 | 4,111 |
| 60 to 64 | 2 | 10 | 12 | 1,313 | 12,550 | 13,863 |
| 65 to 69 | 2 | 15 | 17 | 1,047 | 15,420 | 16,467 |
| 70 to 74 | 3 | 19 | 22 | 3,117 | 20,110 | 23,227 |
| 75 to 79 | 9 | 34 | 43 | 4,269 | 31,056 | 35,326 |
| 80 to 84 | 5 | 45 | 50 | 2,627 | 37,936 | 40,564 |
| 85 to 89 | 3 | 43 | 46 | 1,193 | 29,555 | 30,749 |
| 90 & Up | 0 | 16 | 16 | - | 6,017 | 6,017 |
| Total | 25 | 190 | 215 | $ 14,453 | $ 160,625 | $ 175,078 |

**Age Distribution**




**Average Benefit**



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## APPENDIX A (continued)

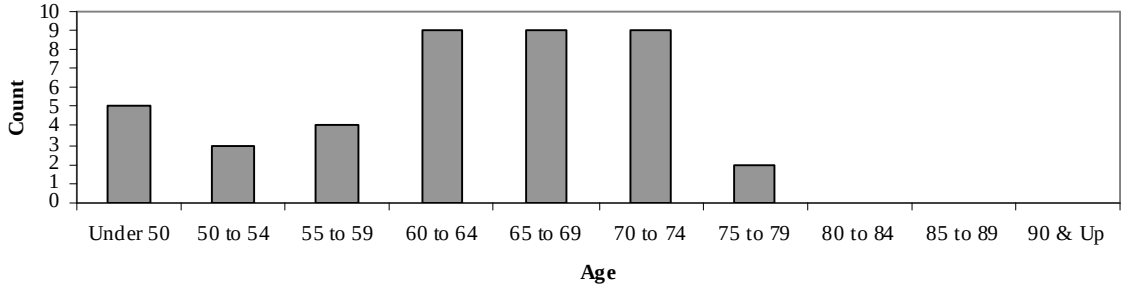
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF BENEFICIARIES
## as of December 31, 2007

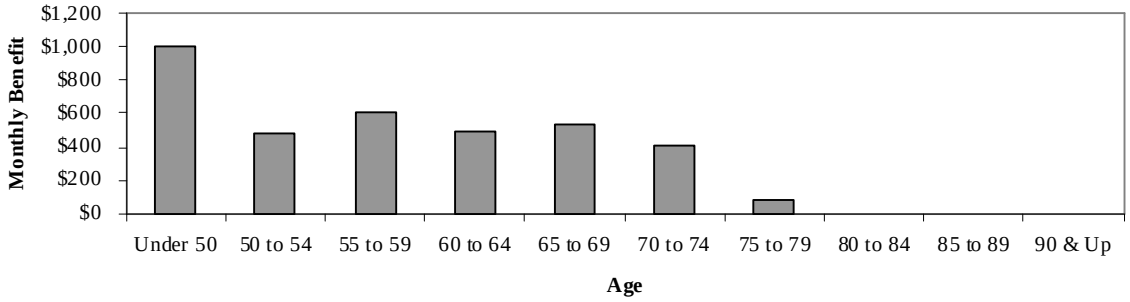
**Plan 2**

| Age | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 50 | 1 | 4 | 5 | $ 1,058 | $ 3,950 | $ 5,008 |
| 50 to 54 | 0 | 3 | 3 | - | 1,433 | 1,433 |
| 55 to 59 | 0 | 4 | 4 | - | 2,411 | 2,411 |
| 60 to 64 | 1 | 8 | 9 | 572 | 3,866 | 4,437 |
| 65 to 69 | 1 | 8 | 9 | 151 | 4,613 | 4,764 |
| 70 to 74 | 0 | 9 | 9 | - | 3,643 | 3,643 |
| 75 to 79 | 1 | 1 | 2 | 89 | 63 | 152 |
| 80 to 84 | 0 | 0 | 0 | - | - | - |
| 85 to 89 | 0 | 0 | 0 | - | - | - |
| 90 & Up | 0 | 0 | 0 | - | - | - |
| Total | 4 | 37 | 41 | $ 1,869 | $ 19,979 | $ 21,848 |

**Age Distribution**




**Average Benefit**



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## APPENDIX A (continued)

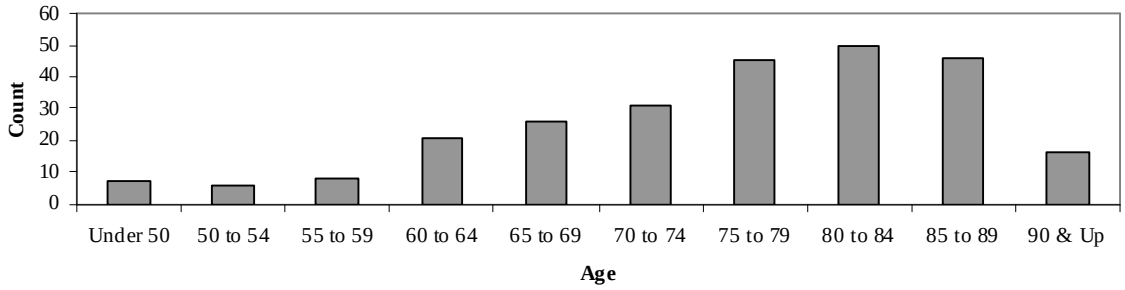
## WICHITA EMPLOYEES' RETIREMENT SYSTEM

## SUMMARY OF BENEFICIARIES
## as of December 31, 2007

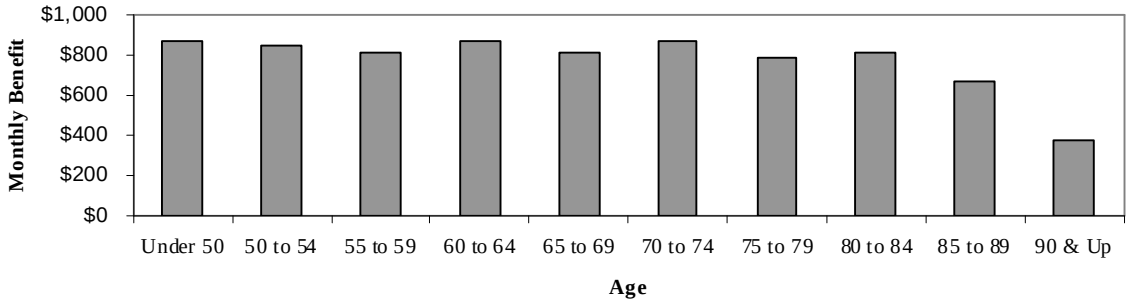
**All Plans**

| | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 50 | 2 | 5 | 7 | $ 1,944 | $ 4,176 | $ 6,120 |
| 50 to 54 | 0 | 6 | 6 | - | 5,076 | 5,076 |
| 55 to 59 | 0 | 8 | 8 | - | 6,522 | 6,522 |
| 60 to 64 | 3 | 18 | 21 | 1,885 | 16,416 | 18,300 |
| 65 to 69 | 3 | 23 | 26 | 1,198 | 20,033 | 21,231 |
| 70 to 74 | 3 | 28 | 31 | 3,117 | 23,753 | 26,870 |
| 75 to 79 | 10 | 35 | 45 | 4,358 | 31,120 | 35,478 |
| 80 to 84 | 5 | 45 | 50 | 2,627 | 37,936 | 40,564 |
| 85 to 89 | 3 | 43 | 46 | 1,193 | 29,555 | 30,749 |
| 90 & Up | 0 | 16 | 16 | - | 6,017 | 6,017 |
| Total | 29 | 227 | 256 | $ 16,322 | $ 180,604 | $ 196,926 |

**Age Distribution**




**Average Benefit**



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## APPENDIX B

## SUMMARY OF BENEFIT PROVISIONS

## DEFINED BENEFIT PLANS 1 AND 2

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

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

**Normal Retirement (no reduction factor)**

***Eligibility –*** Plan 1: Age 60 with 7 or more years of service, or any age with 30 or more years of service.
Plan 2: Age 62 with 7 or more years of service (effective August 1, 1990).

***Annual Amount –*** Plan 1: Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary.
Plan 2: Service times 2.25% of Final Average Salary, to a maximum of 75% of Final Average Salary (effective January 1, 2000).

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

**Early Retirement (with reduction factor)**

***Eligibility –*** Plan 1: Age 55 with 7 or more years of service.
Plan 2: Age 55 with 7 or more years of service.

***Annual Amount –*** 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:

| Plan 1 | Plan 2 |
|---|---|
| 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 20 years. | 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 maximum of 50.4% at age 55. |


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**Deferred Retirement (Vested Termination)**

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

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

**Deferred Retirement Option Plan (DROP)**

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

***Amount*** – Benefit computed based on years of service, final average salary as of the DROP election date, and length of DROP period. Benefit is paid into member's 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%, compounded monthly, is credited to the notational DROP account. Voluntary termination of employment during the DROP period results in loss of accrued interest. Balance of DROP account is payable within 90 days of actual termination of employment.

**Service-Connected Disability**

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

***Annual Amount*** – Plan 1: 60% of final rate of salary.
Plan 2: 50% of final rate of salary.

**Non Service-Connected Disability**

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

***Annual Amount*** – Plan 1: 30% of Final Average Salary plus 1% of Final Average Salary for each year of service in excess of 7 years. Maximum is 50% of Final Average Salary.
Plan 2: 25% of final rate of salary.


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## APPENDIX B (continued)

**Post-Retirement Survivor Benefits**

***Eligibility: Surviving Spouse -*** must have been married to retired employee for 1 year or more, at time of death.

***Minor Children –*** under age 18.

***Annual Amount: Surviving Spouse -*** 50% of amount that was being paid to retiree.

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

***Minor Child without Surviving Spouse -*** 20% of the member's Final Average Salary for each child under age 18. Maximum benefit is 60% of Final Average Salary.

**Post-Retirement Funeral Benefit**

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

***Amount -*** Plan 1: $1,500 funeral benefit.
Plan 2: No funeral benefit provided.

**Pre-Retirement Survivor Benefits**

***Eligibility: Surviving Spouse -*** Plan 1: Death of employee with 7 or more years of credited service.
Plan 2: Death of employee with 7 or more years of credited service.

***Annual Amount -*** 50% of amount that the deceased employee would have been entitled to had he/she been on an unreduced retirement at time of death.

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

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

**Other Termination Benefits**

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

***Amount –*** Accumulated employee contributions with interest are refunded.


This work product was prepared solely for the Wichita Employees' Retirement System for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work.

## APPENDIX B (continued)

**Post-Retirement Adjustment of Annual Benefits**

***Eligibility*** – Plan 1: Completion of 12 months of retirement and annually thereafter.
Plan 2: If retired on or after January 1, 2000: Completion of 12 months of retirement.
If retired before January 1, 2000: Benefit not provided (effective 2/18/2000).

***Annual Amount*** – Plan 1: 3.0% of the base amount of benefit (increases are not compounded).
Plan 2: 2.0% of the base amount of benefit (increases are not compounded).

**Employee Contributions**

Plan 1: 6.4% of total compensation.
Plan 2: 4.7% of base salary and longevity pay (effective February 19, 2000).

**City Contributions**

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

**Unused Sick Leave**

Each month of accumulated unused sick leave is considered to be a month of service for the purpose of computing annual benefit amounts.


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## APPENDIX B (continued)

## SUMMARY OF BENEFIT PROVISIONS
## DEFINED CONTRIBUTION PLAN 3

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

### Employee Contributions

4.7% of compensation (effective 2/19/2000).

### City Contributions

4.7% of compensation, less forfeitures from non-vested terminations (effective 2/19/2000).

### Vesting of Contributions

Member contributions and investment earnings thereon are 100% vested.

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

### Distribution of Vested Accounts

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

### Disability Retirement

Service and non-service connected disability benefits are the same as those of Plan 2.

Plan 3 members may alternatively elect to receive a refund of their Plan 3 account balance.


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# APPENDIX C

# ACTUARIAL COST METHOD AND ASSUMPTIONS

## Actuarial Cost Method

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

(i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.

(ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.

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

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

## Actuarial Assumptions

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

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

(i) long-term rates of investment return to be generated by the assets of the System

(ii) patterns of pay increases to members

(iii) rates of mortality among members, retirants and beneficiaries

(iv) rates of withdrawal of active members

(v) rates of disability among active members

(vi) the age patterns of actual retirements.


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## APPENDIX C (continued)

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

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

From time-to-time one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the actuarial assumptions was completed in 2004. The use of updated assumptions was effective with the December 31, 2004 valuation.

***The investment return rate*** (net of administrative expenses) used for actuarial valuation calculations was 7.75% a year, compounded annually. This rate consists of 4.00% in recognition of long term price inflation and a 3.75% a year 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 2004.

***Salary increase rates*** used to project current pays to those upon which a benefit will be based are represented by the following table and were first used for the December 31, 2004 valuation.

| Years Of Service | Annual Rate of Salary Increase for Sample Ages | | | |
|---|---|---|---|---|
| | Inflation Component | Productivity Component | Merit and Longevity | Total |
| 1 | 4.00% | 0.50% | 5.50% | 10.00% |
| 2 | 4.00 | 0.50 | 4.50 | 9.00 |
| 3 | 4.00 | 0.50 | 3.50 | 8.00 |
| 4 | 4.00 | 0.50 | 3.50 | 8.00 |
| 5 | 4.00 | 0.50 | 3.00 | 7.50 |
| 6 | 4.00 | 0.50 | 2.64 | 7.14 |
| 7 | 4.00 | 0.50 | 2.28 | 6.78 |
| 8 | 4.00 | 0.50 | 1.92 | 6.42 |
| 9 | 4.00 | 0.50 | 1.56 | 6.06 |
| 10 | 4.00 | 0.50 | 1.20 | 5.70 |
| 11 | 4.00 | 0.50 | 1.10 | 5.60 |
| 12 | 4.00 | 0.50 | 1.00 | 5.50 |
| 13 | 4.00 | 0.50 | 0.90 | 5.40 |
| 14 | 4.00 | 0.50 | 0.80 | 5.30 |
| 15 | 4.00 | 0.50 | 0.70 | 5.20 |
| 16 | 4.00 | 0.50 | 0.56 | 5.06 |
| 17 | 4.00 | 0.50 | 0.42 | 4.92 |
| 18 | 4.00 | 0.50 | 0.28 | 4.78 |
| 19 | 4.00 | 0.50 | 0.14 | 4.64 |
| 20+ | 4.00 | 0.50 | 0.00 | 4.50 |

## APPENDIX C (continued)

The salary increase assumptions will produce 4.50% 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 unfunded actuarial liability. The real rate of return over assumed wage growth is 3.25% per year.

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

| | Year Ended | | | | | 5 Year (Average) Compounded Annual Increase |
|---|---|---|---|---|---|---|
| | 12-31-07 | 12-31-06 | 12-31-05 | 12-31-04 | 12-31-03 | |
| Average pay | 3.0% | 5.2% | 1.0% | 4.1% | 2.3% | 3.1% |
| Total payroll | 3.7% | 6.3% | 2.4% | 4.3% | 0.1% | 3.3% |

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

Healthy Retirees and Beneficiaries: RP-2000 Healthy Annuitant Tables
(ages set forward 2 years for males, 0 for females)
Disabled Retirees: RP-2000 Disabled Table
Active Members: RP-2000 Employee Table (ages set forward 2 years for males, 0 for females)

The RP-2000 Tables are used with generational mortality.

| Sample Ages[(1)] | Present Value of $1 Monthly for Life | | Future Life Expectancy (Years) | |
|---|---|---|---|---|
| | Men | Women | Men | Women |
| 50 | $136.27 | $141.98 | 30.4 | 34.6 |
| 55 | 128.67 | 135.41 | 25.7 | 29.7 |
| 60 | 118.41 | 127.04 | 21.2 | 25.1 |
| 65 | 150.86 | 116.91 | 16.9 | 20.7 |
| 70 | 91.20 | 104.80 | 13.0 | 16.7 |
| 75 | 75.12 | 90.90 | 9.7 | 13.0 |
| 80 | 58.98 | 75.76 | 6.9 | 9.8 |
| 85 | 44.42 | 60.2 | 4.8 | 7.1 |

(1) Ages in 2000

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


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

| | Percent Retiring During Year | |
|---|---|---|
| **Retirement Age** | **Plan 1** | **Plan 2** |
| < 55 | 0% | 0% |
| 55 | 20 | 5 |
| 56 | 15 | 5 |
| 57 | 15 | 5 |
| 58 | 15 | 5 |
| 59 | 15 | 5 |
| 60 | 15 | 5 |
| 61 | 15 | 5 |
| 62 | 50 | 40 |
| 63 | 40 | 40 |
| 64 | 20 | 25 |
| 65 | 100 | 50 |
| 66 | N/A | 15 |
| 67 | N/A | 15 |
| 68 | N/A | 15 |
| 69 | N/A | 15 |
| 70 | N/A | 100 |

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

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

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

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

This assumption was first used in the December 31, 2006 actuarial 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.

| Sample Ages | Years of Service | Probability of Terminating During Year |
|---|---|---|
| Any | 0 | 25.00% |
| | 1 | 19.00 |
| | 2 | 14.00 |
| | 3 | 11.00 |
| | 4 | 9.00 |
| 25 | Over 4 | 7.50 |
| 30 | | 6.50 |
| 35 | | 5.25 |
| 40 | | 4.00 |
| 45 | | 3.50 |
| 50 | | 2.50 |
| 55 | | 1.50 |
| 60 | | 1.50 |

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

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

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

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

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

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

| Sample Ages | % of Active Members Becoming Disabled During Next Year |
|---|---|
| 25 | 0.03% |
| 30 | 0.04 |
| 35 | 0.05 |
| 40 | 0.09 |
| 45 | 0.14 |
| 50 | 0.24 |
| 55 | 0.43 |
| 60 | 0.71 |

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

Disabilities are assumed to be non-duty related.

***Active Member Group Size.*** The number of active members was assumed to remain constant.

***Vested Deferred Pensions.*** Amounts are assumed to increase during the deferral period at 4.5% per year. This assumption was changed with the December 31, 2004 valuation.

## Miscellaneous and Technical Assumptions

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

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

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

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

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

***Other:*** Disability and turnover decrements do not operate during retirement eligibility.


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## APPENDIX C (continued)

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

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

## APPENDIX D

## GLOSSARY OF TERMS

| | |
|---|---|
| **Actuarial Liability** | The difference between the actuarial present value of system benefits and the actuarial value of future normal costs. Also referred to as "accrued liability", or "actuarial accrued liability". |
| **Actuarial Assumptions** | Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation. |
| **Accrued Service** | Service credited under the system which was rendered before the date of the actuarial valuation. |
| **Actuarial Equivalent** | A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions. |
| **Actuarial Cost Method** | A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial liability. Sometimes referred to as the "actuarial funding method." |
| **Experience Gain (Loss)** | The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates. |
| **Actuarial Present Value** | The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment. |
| **Amortization** | Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment. |
| **Normal Cost** | The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method. |


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**Unfunded Actuarial Liability**

The difference between actuarial liability and the valuation assets.

Most retirement systems have unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.

The existence of unfunded actuarial liability is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.



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

***Actuarial Valuation Report as of December 31, 2007***

Milliman

# Police and Fire Retirement System of Wichita, Kansas
# Actuarial Valuation Report
# as of December 31, 2007

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April 4, 2008

The Board of Trustees
Police and Fire Retirement System of Wichita, Kansas
City Hall, 12th Floor
Wichita, KS 67202

Dear Members of the Board:

At your request, we have performed an annual actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas as of December 31, 2007 for determining contributions for fiscal year 2009. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2007. There was no change in plan provisions or actuarial assumptions from the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some written) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted principles and practices which are consistent with the Actuarial Standards of Practice promulgated by the Actuarial Standards Board (ASB) and the applicable Guides to Professional Conduct, amplifying Opinions and Supporting Recommendations of American Academy of Actuaries.

We further certify that all costs, liabilities, rates of interest and other factors for the System have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the System and reasonable expectations of future experience); and which, in combination, offer our best estimate of anticipated experience under the Plan. Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by

the actuarial assumptions. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as outlined in Appendix C.

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

Milliman's work product was prepared exclusively for the Police and Fire Retirement System of Wichita, Kansas for a specific and limited purpose. It is a complex, technical analysis that assumes a high level of knowledge concerning the Police and Fire Retirement System of Wichita, Kansas operations, and used data from the Police and Fire Retirement System of Wichita, Kansas, which Milliman has not audited. It is not for the use or benefit of any third party for any purpose. Any third party recipient of Milliman's work product who desires professional guidance should not rely upon Milliman's work product, but should engage professionals for advice appropriate to its own specific needs.

We would like to express our appreciation to Barbara Davis, Pension Manager, and to members of her staff, who gave substantial assistance in supplying the data on which this report is based.

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

Respectfully Submitted,

MILLIMAN, Inc.

I, Patrice A. Beckham, F.S.A. 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, F.S.A. 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.

Patrice Beckham

Patrice A. Beckham, F.S.A.
Consulting Actuary

Brent A. Banister, F.S.A.
Actuary

# SECTION 1

# BOARD SUMMARY

## OVERVIEW

This report presents the results of the December 31, 2007 actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF). The primary purposes of performing a valuation are to:

- determine the employer contribution rates required to fund the System on an actuarial basis,
- disclose asset and liability measures as of the valuation date,
- determine the experience of the System since the last valuation date, and
- analyze and report on trends in System contributions, assets, and liabilities over the past several years.

There were no changes in the benefit provisions or actuarial assumptions from the last valuation. Following an audit commissioned by the Board, some valuation procedures were modified to better reflect plan provisions and available data. These changes added about $2.5 million to the actuarial liability, an increase of approximately 0.50%.

The valuation results provide a "snapshot" view of the System's financial condition on December 31, 2007. The Plan experienced an overall gain and the actuarial surplus increased from $5.3 million in the 2006 valuation to $12.7 million in the 2007 valuation. A detailed analysis of the change in the unfunded actuarial liability/(surplus) from December 31, 2006 to December 31, 2007 is shown on page 3.

## ASSETS

As of December 31, 2007, the System had total funds, when measured on a market value basis, of $503.9 million. This was an increase of $43 million from the December 31, 2006 figure of $460.8 million. The components of the change in the market value of assets for the Retirement System (in millions) are set forth below:

| | Market Value ($M) |
|---|---|
| Assets, December 31, 2006 | $460.8 |
| • City and Member Contributions | 14.1 |
| • Benefit Payments and Refunds | (19.7) |
| • Investment Income (net of expenses) | 48.7 |
| Assets, December 31, 2007 | $503.9 |


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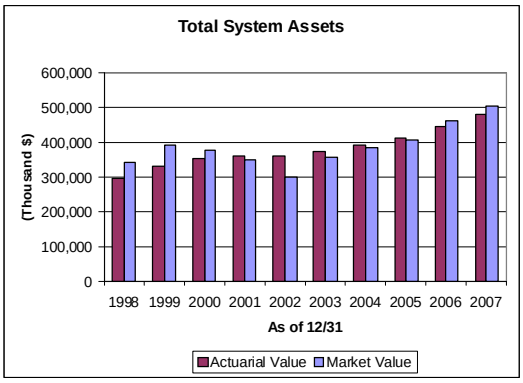
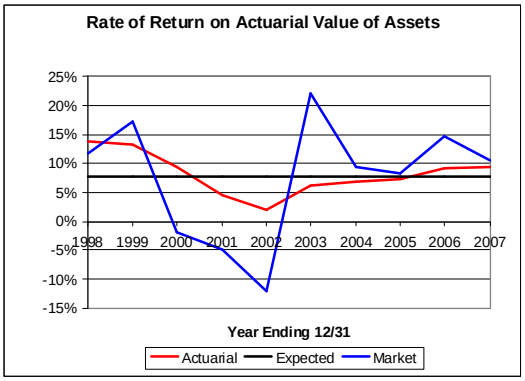
The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the "actuarial value of assets". The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected values. See Table 3 on page 11 for a detailed development of the actuarial value of assets. The change in the actuarial value of assets from December 31, 2006 to December 31, 2007 is shown below:

| | Actuarial Value ($M) |
|---|---|
| Assets, December 31, 2006 | $444.5 |
| • City and Member Contributions | 14.1 |
| • Benefit Payments and Refunds | (19.7) |
| • Investment Income (net of expenses) | 41.9 |
| Assets, December 31, 2007 | $480.8 |

The annualized dollar-weighted rate of return, measured on the actuarial value of assets, was 9.5% and, measured on the market value of assets, was approximately 10.6%. The actuarial value of assets as of December 31, 2007 was $480.8 million, which represents an actuarial gain of about $7.7 million.




*The actuarial value of assets exceeded the market value from 2001 to 2005. However, due to strong returns in recent years, the market value of assets now exceeds the actuarial value.*




*In general, the rate of return on the actuarial value of assets has exceeded the assumed rate of 7.75%, resulting in experience gains for the Retirement System.*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Due to the asset smoothing method, there remains a $23 million difference of the market over actuarial value of assets. This deferred investment gain will help improve the System's funding or help offset unfavorable investment experience in future years.

**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 asset value at the same date is referred to as the unfunded actuarial liability (UAL), or (surplus) if the asset value exceeds the actuarial liability. The unfunded actuarial liability will be reduced if the employer's contributions exceed the employer's normal cost for the year, after allowing for interest earned on the previous balance of the unfunded actuarial liability. Benefit improvements, experience gains and losses, and changes in actuarial assumptions and procedures will also impact the total actuarial liability and the unfunded portion thereof.

The Actuarial Liability and Unfunded Actuarial Liability for the System as of December 31, 2007 are:

| | |
|---|---|
| Actuarial Liability | $468,114,640 |
| Actuarial Value of Assets | 480,820,001 |
| Unfunded Actuarial Liability/(Surplus) | (12,705,361) |

Between December 31, 2006 and December 31, 2007, the change in the unfunded actuarial liability for the System was as follows (in millions):

| | **$(M)** |
|---|---|
| UAL, December 31, 2006 | (5.3) |
| + Normal cost for year | 13.1 |
| + Assumed investment return for year | 0.5 |
| - Actual contributions (member + City) | 14.1 |
| - Assumed investment return on contributions | 0.5 |
| = Expected Unfunded Actuarial Liability, December 31, 2007 | (6.3) |
| + Change from amendments | 0.0 |
| + Change from assumption changes | 0.0 |
| + Change from procedural changes from audit | 2.5 |
| = Expected UAL after changes | (3.8) |
| Actual UAL, December 31, 2007 | (12.7) |
| Experience gain/(loss)<br>(Expected UAL – Actual UAL) | 8.9 |


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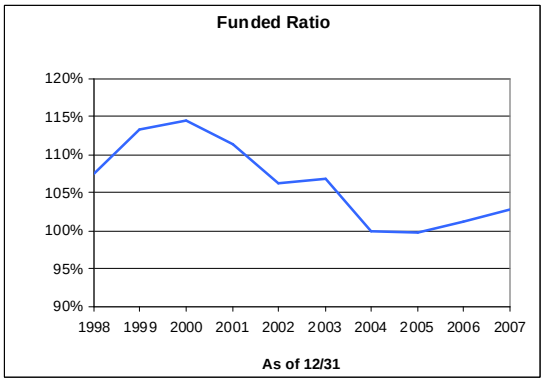
The experience gain for the 2007 plan year of $8.9 million was the result of an actuarial gain of $7.7 million on System assets (actuarial value) and an actuarial gain of $1.2 million on System liabilities.

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

| | 12/31/03 | 12/31/04 | 12/31/05 | 12/31/06 | 12/31/07 |
|---|---|---|---|---|---|
| Actuarial Liability ($M) | $350.4 | $393.4 | $414.0 | $439.2 | $468.1 |
| Actuarial Value of Assets ($M) | 374.2 | 392.5 | 412.8 | 444.5 | 480.8 |
| Funded Ratio (Assets/Liability) | 106.8% | 99.8% | 99.7% | 101.2% | 102.7% |




*Over the past decade, the funded status of the Retirement System has both improved and declined. The assumption changes and actuarial loss in 2004 caused the funded ratio to decline sharply. The strong asset performance in 2006 and 2007 has once again returned the System to a surplus funded situation.*

As mentioned earlier in this report, due to the asset smoothing method there is about a $23 million difference between the market and actuarial value of assets. This deferred investment gain will help improve the System's funding or help offset unfavorable investment experience in future years. The System's funded status will be heavily dependent on investment returns in the next few years.

## CONTRIBUTION RATES

Generally, contributions to the System consist of:

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

Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2009 is computed based on the December 31, 2007 actuarial valuation.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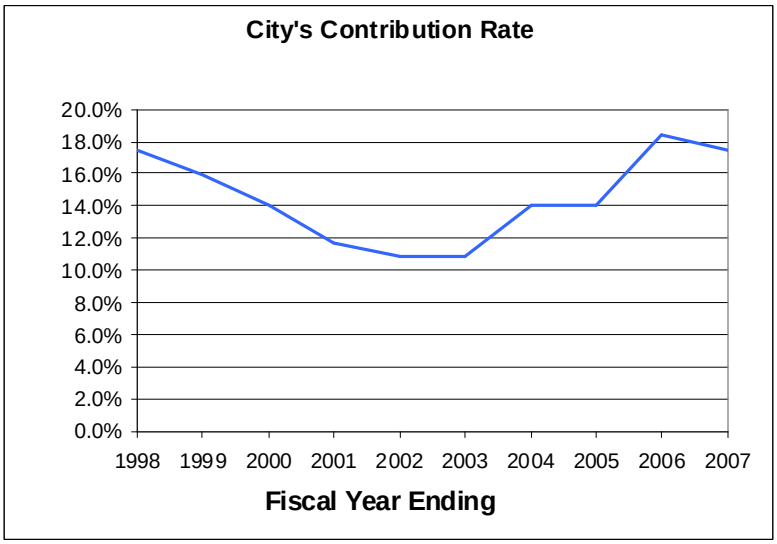
As of December 31, 2007, the actuarial value of assets exceeds the actuarial liability. In accordance with State statutes the surplus may be amortized over a rolling 20-year period. The Board has elected to use this amortization period. Amortization of the surplus results in an offset to the normal cost rate. However, because of the comparatively small amount of the surplus, the adjustment rounds to 1.5% of pay. This valuation indicates the City contribution should be between 16.0% and 17.5%.

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




**COMMENTS**

The System experienced a rate of return on the market value of assets of over 10% for calendar year 2007. As a result, the market value of assets is now about 5% higher than the actuarial value. Due to the asset smoothing method, there remains about a $23 million difference of the market over actuarial value of assets. This deferred investment gain will help improve the System's funding or help offset unfavorable investment experience in future years.

Despite the fact the Plan has returned to a funded status of surplus assets, we recommend the City contribute the employer portion of the normal cost, 17.5%. Such action will avoid using part of the surplus to meet the current year's cost and increase the likelihood that the City's contribution rate will be more stable. As we have discussed in the past, the Plan's surplus is heavily dependent on future experience, particularly with respect to investment return. Given the volatility in the market, we believe it would be prudent to leave the surplus in the Plan so it is available to offset unfavorable experience in future years.

We conclude this Board Summary with the following exhibit which compares the principal results of the current and prior actuarial valuations.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## SUMMARY OF PRINCIPAL RESULTS

| 1. PARTICIPANT DATA | 12/31/2007 Valuation | 12/31/2006 Valuation | % Change |
|---|---|---|---|
| Number of: | | | |
| Active Members | | | |
| Police | 640 | 638 | 0.3% |
| Fire | 452 | 443 | 2.0% |
| Total | 1,092 | 1,081 | 1.0% |
| Retired Members and Beneficiaries | 833 | 840 | (0.8)% |
| Inactive Members | 35 | 35 | 0.0% |
| Total Members | 1,960 | 1,956 | 0.2% |
| Annual Valuation Salaries of Active Members | | | |
| Police | $ 34,859,220 | $ 32,710,323 | 6.6% |
| Fire | 23,301,156 | 21,795,852 | 6.9% |
| Total | 58,160,376 | 54,506,175 | 6.7% |
| Annual Retirement Payments for Retired Members and Beneficiaries | $ 18,777,464 | $ 18,349,917 | 2.3% |
| **2. ASSETS AND LIABILITIES** | | | |
| Total Actuarial Liability | $ 468,114,640 | $ 439,179,132 | 6.6% |
| Market Value of Assets | 503,915,248 | 460,758,908 | 9.4% |
| Actuarial Value of Assets | 480,820,001 | 444,497,827 | 8.2% |
| Unfunded Actuarial Liability/(Surplus) | $ (12,705,361) | $ (5,318,695) | 138.9% |
| **3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL** | | | |
| Normal Cost | 24.6% | 24.6% | 0.0% |
| Member Financed | 7.1% | 7.1% | 0.0% |
| Employer Normal Cost | 17.5% | 17.5% | 0.0% |
| Amortization of Unfunded Actuarial Liability or (Surplus) | (1.5)% | (0.7)% | 114.3% |
| Range of Employer Contribution Rates | | | |
| Full Normal Cost Rate | 17.5% | 17.5% | 0.0% |
| With Amortization Credit/Charge | 16.0% | 16.8% | (4.8)% |


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## SECTION 2

## SCOPE OF THE REPORT

This report presents the actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF) as of December 31, 2007. This valuation was prepared at the request of the System's Board of Trustees. The report is based on plan provisions and actuarial assumptions that are unchanged from last year.

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

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

This report includes several appendices:

- Appendix A — Schedules of valuation data classified by various categories of members.
- Appendix B — A summary of the current benefit structure, as determined by the provisions of governing law on December 31, 2007.
- Appendix C — A summary of the actuarial methods and assumptions used to estimate liabilities and determine contribution rates.
- Appendix D — A glossary of actuarial terms.

# SECTION 3

# ASSETS

In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2007. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System, which are generally in excess of assets. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

## Market Value of Assets

The current market value represents the "snapshot" or "cash-out" value of System assets as of the valuation date. In addition, the market value of assets provides a basis for measuring investment performance from time to time. At December 31, 2007, the market value of assets for the System was $504 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2007, and December 31, 2006, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2006 to December 31, 2007.

## Actuarial Value of Assets

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

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted in the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between the expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2007.

In the later part of the 1990's, the actuarial value was lower than the market value of assets. However, due to the negative rate of returns on the market value of assets from 2000 to 2002, the actuarial value of assets was greater than the market value for several years. The market value again exceeds the actuarial value by about $23 million. Absent rates of return below the assumed rate of 7.75% in the short term, the unrecognized gains (difference between the market and actuarial value) will flow into the actuarial value of assets and create actuarial gains in future valuations.


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**TABLE 1**

**WICHITA POLICE AND FIRE RETIREMENT SYSTEM**

**ANALYSIS OF NET ASSETS AT MARKET VALUE**

| | As of December 31, 2007 | | As of December 31, 2006 | |
|---|---|---|---|---|
| | **Amount ($ Millions)** | **% of Total** | **Amount ($ Millions)** | **% of Total** |
| Cash & Equivalents | $ 0.7 | 0.1 % | $ 0.6 | 0.1 % |
| Government Securities | 50.0 | 9.9 | 12.8 | 2.8 |
| Corporate debt | 43.8 | 8.7 | 29.1 | 6.3 |
| Mortgage Backed Securities | 57.0 | 11.3 | 26.0 | 5.6 |
| Pooled Funds | 67.3 | 13.4 | 98.9 | 21.4 |
| Domestic Equity | 178.5 | 35.4 | 164.4 | 35.7 |
| International Equity | 101.3 | 20.1 | 104.9 | 22.8 |
| Real Estate | 28.4 | 5.6 | 24.2 | 5.3 |
| Securities Lending Collateral Pool | 80.1 | 15.9 | 47.7 | 10.3 |
| Other | 0.4 | 0.1 | 0.3 | 0.1 |
| Receivables | 8.5 | 1.7 | 5.5 | 1.2 |
| Liabilities | (112.1) | (22.2) | (53.6) | (11.6) |
| **Total** | $ 503.9 | 100.0 % | $ 460.8 | 100.0 % |

## TABLE 2

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

### SUMMARY OF CHANGES IN NET ASSETS DURING YEAR ENDED DECEMBER 31, 2007

(Market Value)

| | | |
|---|---|---|
| 1. Market Value of Assets as of December 31, 2006 | $ | 460,758,908 |
| 2. Contributions: | | |
| a. Members | $ | 4,056,022 |
| b. City | | 10,029,253 |
| c. Other | | 0 |
| d. Total [2(a) + 2(b) + 2(c)] | $ | 14,085,275 |
| 3. Investment Income | | |
| a. Interest and Dividends | $ | 13,276,455 |
| b. Net Appreciation in Fair Value | | 38,025,727 |
| c. Commission Recapture | | 38,523 |
| d. Securities Lending Income | | 289,799 |
| e. Total [3(a) + 3(b) + 3(c) + 3(d)] | $ | 51,630,504 |
| 4. Expenditures | | |
| a. Refunds of Member Contributions | $ | 254,190 |
| b. Benefits Paid: | | |
| (1) Pension and Death Benefits | | 18,569,472 |
| (2) Back DROP Payments | | 873,050 |
| c. Administrative Expenses | | 366,637 |
| d. Investment Expenses | | 2,496,090 |
| e. Total [4(a) + 4(b) + 4(c) + 4(d)] | $ | 22,559,439 |
| 5. Net Change [2(d) + 3(e) - 4(e)] | $ | 43,156,340 |
| 6. Market Value of Assets as of December 31, 2007 (1) + (5) | $ | 503,915,248 |

**TABLE 3**

**WICHITA POLICE AND FIRE RETIREMENT SYSTEM**

**DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS**

**As of December 31, 2007**

| | | |
|---|---|---|
| 1. Actuarial Value of Assets as of December 31, 2006 | $ | 444,497,827 |
| 2. Actual Contribution/Disbursements | | |
| a. Contributions | $ | 14,085,275 |
| b. Benefit Payments and Refunds | | (19,696,712) |
| c. Net | $ | (5,611,437) |
| 3. Expected Value of Assets as of December 31, 2007 [(1) x 1.0775] + [(2c) x $(1.0775)^{.5}$] | $ | 473,121,585 |
| 4. Market Value of Assets as of December 31, 2007 | $ | 503,915,248 |
| 5. Difference Between Market and Expected Values (4) - (3) | $ | 30,793,663 |
| 6. Actuarial Value of Assets as of December 31, 2007 (3) + [(5) x 25%] | $ | 480,820,001 |

| | | |
|---|---|---|
| Actuarial Value of Assets divided by Market Value of Assets | | 95.4% |
| Market Value of Assets less Actuarial Value of Assets | $ | 23,095,247 |

# SECTION 4

# SYSTEM LIABILITIES

In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2007. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

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

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

All liabilities reflect the benefit provisions in place as of December 31, 2007.

## Actuarial Liability

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

(1) that which is attributable to the past and

(2) that which is attributable to the future.

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

## TABLE 4

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## PRESENT VALUE OF FUTURE BENEFITS (PVFB)
## AS OF DECEMBER 31, 2007

| | Plans A and B | Plan C | Total |
|---|---|---|---|
| 1. Active employees | | | |
| a. Retirement Benefit | $ 40,189,683 | $ 281,333,755 | $ 321,523,438 |
| b. Pre-Retirement Death Benefit | 12,390 | 4,308,981 | 4,321,371 |
| c. Withdrawal Benefit | 0 | 13,712,071 | 13,712,071 |
| d. Disability Benefit | 97,446 | 46,341,053 | 46,438,499 |
| e. Total | $ 40,299,519 | $ 345,695,860 | $ 385,995,379 |
| 2. Inactive Vested Members | $ 0 | $ 9,496,359 | $ 9,496,359 |
| 3. Inactive Nonvested Members | $ 0 | $ 0 | $ 0 |
| 4. In Pay Members | | | |
| a. Retirees | $ 142,638,156 | $ 12,743,000 | $ 155,381,156 |
| b. Disabled Members | 20,782,057 | 23,190,754 | 43,972,811 |
| c. Beneficiaries | 18,869,621 | 3,173,479 | 22,043,100 |
| d. Total | $ 182,289,834 | $ 39,107,233 | $ 221,397,067 |
| 5. Total Present Value of Future Benefits (1e) + (2) + (3) + (4d) | $ 222,589,353 | $ 394,299,452 | $ 616,888,805 |

**TABLE 5**

**WICHITA POLICE AND FIRE RETIREMENT SYSTEM**

**ACTUARIAL LIABILITY**
**AS OF DECEMBER 31, 2007**

| | Plans A and B | Plan C | Total |
|---|---|---|---|
| 1. Active employees | | | |
| a. Present Value of Future Benefits | $ 40,299,519 | $ 345,695,860 | $ 385,995,379 |
| b. Present Value of Future Normal Costs | 2,443,355 | 146,330,810 | 148,774,165 |
| c. Actuarial Liability (1a) - (1b) | $ 37,856,164 | $ 199,365,050 | $ 237,221,214 |
| 2. Inactive Vested Members | $ 0 | $ 9,496,359 | $ 9,496,359 |
| 3. Inactive Nonvested Members | $ 0 | $ 0 | $ 0 |
| 4. In Pay Members | | | |
| a. Retirees | $ 142,638,156 | $ 12,743,000 | $ 155,381,156 |
| b. Disabled Members | 20,782,057 | 23,190,754 | 43,972,811 |
| c. Beneficiaries | 18,869,621 | 3,173,479 | 22,043,100 |
| d. Total | $ 182,289,834 | $ 39,107,233 | $ 221,397,067 |
| 5. Total Actuarial Liability (1c) + (2) + (3) + (4d) | $ 220,145,998 | $ 247,968,642 | $ 468,114,640 |


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## SECTION 5

## EMPLOYER CONTRIBUTIONS

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

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

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

**Description of Contribution Rate Components**

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

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2007 actuarial valuation will be used to determine employer contribution rates to the Police and Fire Retirement System of Wichita, Kansas for fiscal year 2009. In this context, the term "contribution rate" means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2007, the valuation assets were greater than the actuarial liability so a surplus exists. State statutes permit any surplus in municipal police and fire retirement systems to be amortized over a rolling 20 year period. The Board has elected to use the rolling 20 year amortization period as part of their funding policy. The amortization of the surplus results in an employer contribution that is less than the normal cost rate.


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**Contribution Rate Summary**

In Table 6, the amortization payment related to the unfunded actuarial liability/(surplus), as of December 31, 2007, is developed. Table 7 develops the normal cost rate for the System. The derivation of the range of contribution rates for the City is shown in Table 8. Table 9 shows the historical summary of the City's contribution rates. Table 10 develops the experience gain/(loss) for the year ended December 31, 2007.

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


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## TABLE 6

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## DECEMBER 31, 2007 VALUATION

## DERIVATION OF UNFUNDED ACTUARIAL LIABILITY CONTRIBUTION RATE

| | | | |
|---|---|---|---|
| 1. Actuarial Accrued Liability | $ | 468,114,640 | |
| 2. Actuarial Value of Assets | $ | 480,820,001 | |
| 3. Unfunded Actuarial Liability/(Surplus) | $ | (12,705,361) | |
| 4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years * | $ | (868,508) | |
| 5. Total Projected Payroll for the Year | $ | 59,454,585 | |
| 6. Amortization Payment as a Percent of Payroll | | (1.5) | % |

* In accordance with State statutes, unfunded actuarial liability/(surplus) may be amortized over a rolling 20-year period. The Board has elected to use this period.


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## TABLE 7

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## DECEMBER 31, 2007 VALUATION

## DERIVATION OF NORMAL COST RATE

| | | | |
|---|---|---|---|
| Normal Cost at December 31, 2007 | | | |
| Service pensions | $ | 9,631,526 | |
| Disability pensions | | 3,083,097 | |
| Survivor pensions | | 304,405 | |
| Termination benefits | | | |
| - Deferred service pensions | | 615,236 | |
| - Return of member contributions | | 306,658 | |
| Total Normal Cost | $ | 13,940,922 | |
| Normal Cost Adjusted to Mid-Year | $ | 14,471,053 | |
| Projected Payroll for Members Under Certain Retirement Age | $ | 58,877,838 | * |
| Total Normal Cost Rate for Year | | 24.6% | |

* Effective with the 12/31/05 valuation, this amount includes payroll for all Plan A members who are past certain retirement age under Plan A assumptions, but not under Plan C assumptions.

## TABLE 8

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## EMPLOYER CONTRIBUTION RATES
## FOR FISCAL YEAR
## COMMENCING IN 2009

| | Range of Contribution Requirements as % of Payroll | |
|---|---|---|
| Normal Cost | | |
| Service pensions | 17.1 % | 17.1 % |
| Disability pensions | 5.4 % | 5.4 % |
| Survivor pensions | 0.5 % | 0.5 % |
| Termination benefits | | |
| - Deferred service pensions | 1.1 % | 1.1 % |
| - Return of member contributions | 0.5 % | 0.5 % |
| Total Normal Cost | 24.6 % | 24.6 % |
| Unfunded Actuarial Accrued Liability | | |
| Retired members and beneficiaries (1) | 0.0 % | 0.0 % |
| Active and former members (2) | 0.0 % | (1.5) % |
| Total UAAL Contribution | 0.0 % | (1.5) % |
| Total Contribution Requirement | | |
| Member Financed Portion (3) | 7.1 % | 7.1 % |
| City Financed Portion | 17.5 % | 16.0 % |
| Total | 24.6 % | 23.1 % |

(1) Actuarial accrued liability for retired members and beneficiaries was fully funded as of December 31, 2007.

(2) The excess of the actuarial value of assets over actuarial liability, amortized as a level percent of active member payroll over a rolling 20-year period, produces a temporary amortization credit.

(3) The weighted average of member contribution rates: 8.0% for Plan A, 6.0% for Plan B, and 7.0% for Plan C.


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## TABLE 9

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## HISTORICAL SUMMARY OF CITY CONTRIBUTION RATES

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2007, actuarial liabilities are fully covered by valuation assets. The excess is amortized over a rolling 20 year period, resulting in an amortization credit.

| | | City Contributions as Percents of Active Member Pensionable Payroll | |
|---|---|---|---|
| **Valuation Date** | **Fiscal Year** | **Funding Objective** | **Amortization Credit** |
| 11/30/90 | 1992 | 23.4% | -% |
| 11/30/91 | 1993 | 22.9 | - |
| 11/30/92 | 1994 | 23.3 | - |
| 11/30/93 | 1995 | 22.7 | - |
| 11/30/94 | 1996 | 22.6 | - |
| 12/31/95 | 1997 | 18.3* | - |
| 12/31/96 | 1998 | 17.5 | - |
| 12/31/97 | 1999 | 15.2 – 15.9 | (0.7) |
| 12/31/98 | 2000 | 12.3 – 15.9 | (3.6) |
| 12/31/99** | 2001 | 9.6 – 16.8 | (7.2) |
| 12/31/00 | 2002 | 8.2 – 16.8 | (8.7) |
| 12/31/01 | 2003 | 10.0 – 16.8 | (6.8) |
| 12/31/02 | 2004 | 14.0 – 17.0 | (3.0) |
| 12/31/03 | 2005 | 13.6 – 17.0 | (3.4) |
| 12/31/04# | 2006 | 18.4 | - |
| 12/31/05 | 2007 | 17.5 | - |
| 12/31/06 | 2008 | 16.8 – 17.5 | (0.7) |
| 12/31/07 | 2009 | 16.0 – 17.5 | (1.5) |

* Reflects allocation of assets to fully fund retired life liabilities.
** Includes benefit provision and assumption changes and 1% decrease in member contribution rate.
\# Reflects assumption changes and elimination of surplus assets.


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## TABLE 10

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## DERIVATION OF SYSTEM EXPERIENCE GAIN/(LOSS)

| | | | ($M) Year Ended 12/31/07 |
|---|---|---|---|
| (1) | | UAL* at start of year | (5.3) |
| (2) | + | Normal cost for year | 13.1 |
| (3) | + | Assumed investment return on (1) & (2) | 0.5 |
| (4) | - | Actual contributions (member + City) | 14.1 |
| (5) | - | Assumed investment return on (4) | 0.5 |
| (6) | = | Expected UAL at end of year | (6.3) |
| (7) | + | Increase (decr.) from amendments | 0.0 |
| (8) | + | Increase (decr.) from procedure changes | 2.5 |
| (9) | = | Expected UAL after changes | (3.8) |
| (10) | = | Actual UAL at year end | (12.7) |
| (11) | = | Experience gain (loss) (9) – (10) | 8.9** |
| (12) | = | Percent of beginning of year AL | 2.0% |

* *Unfunded Actuarial Liability/(Surplus)*

** *This amount reflects the net impact of about $7.7 million gain on the actuarial value of assets and a $1.2 million gain on liabilities.*


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## SECTION 6

## ACCOUNTING INFORMATION

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

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

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2007. Significant actuarial assumptions used in determining the actuarial liability include:

(a) a rate of return on the investment of present and future assets of 7.75% per year compounded annually,

(b) projected salary increases of 4.50% per year compounded annually, (4.00% attributable to inflation, and 0.50% attributable to productivity),

(c) additional projected salary increases of 0.0% to 2.5% per year attributable to seniority/merit, and

(d) the assumption that benefits will increase 2.0% per year of retirement, non-compounded commencing 36 months after retirement.

| | |
|---|---|
| Actuarial Liability: | |
| Active members | $ 237,221,214 |
| Retired members and beneficiaries currently receiving benefits | 221,397,067 |
| Vested terminated members not yet receiving benefits | 9,496,359 |
| Total Actuarial Liability | $ 468,114,640 |
| Actuarial Value of Assets (market value was $503,915,248) | $ 480,820,001 |
| Assets in Excess of Actuarial Liability | $ (12,705,361) |

During the year ended December 31, 2007, the Plan experienced a net increase of $28.9 million in the actuarial liability.

## TABLE 11

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## REQUIRED SUPPLEMENTARY INFORMATION
## SCHEDULE OF FUNDING PROGRESS

| Actuarial Valuation Date | Actuarial Value of Assets (a) | Actuarial Liability (AL) (b) | Unfunded AL (b)–(a) | Funded Ratio (a)/(b) | Active Member Covered Payroll (c) | Unfunded AL as a Percentage of Active Member Covered Payroll ((b-a)/c) |
|---|---|---|---|---|---|---|
| 11/30/90* | $136,766 | $173,071 | $ 36,305 | 79.0% | $ 22,408 | 162.0% |
| 11/30/91 | 152,162 | 183,423 | 31,261 | 83.0 | 23,675 | 132.0 |
| 11/30/92 | 165,132 | 198,656 | 33,524 | 83.1 | 25,000 | 134.1 |
| 11/30/93 | 180,457 | 208,966 | 28,509 | 86.4 | 26,008 | 109.6 |
| 11/30/94 | 192,668 | 220,596 | 27,928 | 87.3 | 27,819 | 100.4 |
| 12/31/95* | 213,431 | 231,372 | 17,941 | 92.2 | 29,749 | 60.3 |
| 12/31/96 | 237,554 | 247,408 | 9,854 | 96.0 | 33,366 | 29.5 |
| 12/31/97 | 262,815 | 258,706 | (4,109) | 101.6 | 35,502 | (11.6) |
| 12/31/98 | 295,625 | 274,900 | (20,725) | 107.5 | 36,566 | (56.7) |
| 12/31/99* | 330,072 | 291,633 | (38,439) | 113.2 | 37,969 | (101.2) |
| 12/31/00 | 354,044 | 308,894 | (45,150) | 114.6 | 38,613 | (116.9) |
| 12/31/01 | 362,493 | 325,335 | (37,158) | 111.4 | 42,286 | (87.9) |
| 12/31/02 | 361,687 | 340,524 | (21,163) | 106.2 | 45,696 | (46.3) |
| 12/31/03 | 374,171 | 350,444 | (23,726) | 106.8 | 45,876 | (51.7) |
| 12/31/04* | 392,485 | 393,387 | 902 | 99.8 | 50,414 | 1.8 |
| 12/31/05 | 412,823 | 414,027 | 1,204 | 99.7 | 52,207 | 2.3 |
| 12/31/06 | 444,498 | 439,179 | (5,319) | 101.2 | 53,530 | (9.9) |
| 12/31/07 | 480,820 | 468,115 | (12,705) | 102.7 | 57,310 | (22.2) |

*Dollar amounts are in thousands.*

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

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


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## TABLE 12

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## REQUIRED SUPPLEMENTARY INFORMATION
## SCHEDULE OF EMPLOYER CONTRIBUTIONS

| Fiscal Year | Actuarial Valuation Date | Annual Required Contribution | Percent Contribution |
|---|---|---|---|
| 1995 | 11/30/93 | $7,391,786 | 100.0% |
| 1996 | 11/30/94 | 7,186,932 | 100.0 |
| 1997 | 12/31/95 | 6,343,027 | 100.0 |
| 1998 | 12/31/96 | 6,427,744 | 100.0 |
| 1999 | 12/31/97 | 6,043,455 | 100.0 |
| 2000 | 12/31/98 | 5,540,575 | 100.0 |
| 2001 | 12/31/99 | 4,796,863 | 100.0 |
| 2002 | 12/31/00 | 4,746,504 | 100.0 |
| 2003 | 12/31/01 | 5,043,505 | 100.0 |
| 2004 | 12/31/02 | 6,925,467 | 100.0 |
| 2005 | 12/31/03 | 7,308,916 | 100.0 |
| 2006 | 12/31/04 | 9,849,536 | 100.0 |
| 2007 | 12/31/05 | 10,029,253 | 100.0 |

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

| | |
|---|---|
| Valuation Date | December 31, 2007 |
| Actuarial Cost Method | Entry Age Normal |
| Amortization Method | Level percent of payroll, open |
| Remaining Amortization Period | 20 years |
| Asset Valuation Method | Expected Value + 25% of (Market – Expected Values) |
| Actuarial Assumptions: | |
| Investment Rate of Return* | 7.75% |
| Projected Salary Increases* | 4.50% - 7.00% |
| * Includes Inflation of | 4.00% |
| Cost-of-Living Adjustments | 2.00% non-compounding commencing 36 months after retirement |


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## TABLE 13

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM

## SOLVENCY TEST

| | Aggregate Actuarial Liability For | | | | Portion of Actuarial Liabilities Covered by Reported Assets | | |
|---|---|---|---|---|---|---|---|
| Valuation Date | (1) Active Member Contributions | (2) Retirants and Beneficiaries* | (3) Active Members (Employer Financed Portion) | Reported Valuation Assets | (1) | (2) | (3) |
| 11/30/93 | $17,293,762 | $120,075,516 | $71,956,393 | $180,457,134 | 100.0% | 100.0% | 59.9% |
| 11/30/94 | 18,003,627 | 127,670,273 | 74,921,662 | 192,667,974 | 100.0 | 100.0 | 62.7 |
| 12/31/95 | 19,597,012 | 132,215,980 | 79,559,050 | 213,431,416 | 100.0 | 100.0 | 77.4 |
| 12/31/96 | 20,807,624 | 141,902,560 | 84,497,686 | 237,553,602 | 100.0 | 100.0 | 88.6 |
| 12/31/97 | 22,518,199 | 146,068,362 | 90,119,236 | 262,814,796 | 100.0 | 100.0 | 104.6 |
| 12/31/98 | 23,845,658 | 157,021,415 | 94,033,095 | 295,624,986 | 100.0 | 100.0 | 122.0 |
| 12/31/99 | 24,759,118 | 170,478,501 | 96,395,412 | 330,071,866 | 100.0 | 100.0 | 139.9 |
| 12/31/00 | 27,152,206 | 183,463,718 | 98,277,967 | 354,044,311 | 100.0 | 100.0 | 145.9 |
| 12/31/01 | 27,694,761 | 183,034,623 | 114,605,637 | 362,493,060 | 100.0 | 100.0 | 132.4 |
| 12/31/02 | 34,440,696 | 182,063,498 | 124,019,921 | 361,687,109 | 100.0 | 100.0 | 117.1 |
| 12/31/03 | 37,027,041 | 186,930,565 | 126,486,746 | 374,170,781 | 100.0 | 100.0 | 118.8 |
| 12/31/04 | 40,959,525 | 201,051,248 | 151,375,876 | 392,484,697 | 100.0 | 100.0 | 99.4 |
| 12/31/05 | 44,057,922 | 210,560,068 | 159,408,592 | 412,822,760 | 100.0 | 100.0 | 99.2 |
| 12/31/06 | 48,361,719 | 216,449,174 | 174,368,239 | 444,497,827 | 100.0 | 100.0 | 103.1 |
| 12/31/07 | 53,686,866 | 230,893,426 | 183,534,348 | 480,820,001 | 100.0 | 100.0 | 106.9 |

During the twelve months ended December 31, 2007, the Wichita Police and Fire Retirement System of Wichita, Kansas generated a net experience gain of $8.9 million dollars. The amount is 2.0% of the actuarial liability at the beginning of the year.

**Includes vested terminated members*



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## APPENDIX A

## SUMMARY OF MEMBERSHIP DATA

### *MEMBER DATA RECONCILIATION*

December 31, 2006 to December 31, 2007

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

| | Active Participants | | Retirees & Beneficiaries | | Terminated Vested | | Total |
|---|---|---|---|---|---|---|---|
| | **Police** | **Fire** | **Police** | **Fire** | **Police** | **Fire** | |
| Members as of 12/31/06 | 638 | 443 | 411 | 429 | 20 | 15 | 1,956 |
| New Members | +23 | +22 | +7* | +4 | 0 | 0 | +56 |
| Transfers | +1 | 0 | 0 | 0 | 0 | 0 | +1 |
| Terminations | | | | | | | |
| Refunded | -17 | -8 | 0 | 0 | -1 | 0 | -26 |
| Deferred Vested | -5 | 0 | -1** | 0 | +6 | 0 | 0 |
| Completion of payments to minor child | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Retirements | | | | | | | |
| Service | 0 | -5 | +1 | +9 | -1 | -4 | 0 |
| Disability | 0 | 0 | +0 | +0 | 0 | 0 | 0 |
| Deaths | | | | | | | |
| Cashed Out | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| With Beneficiary | 0 | 0 | -6 | -4 | 0 | 0 | -10 |
| Without Beneficiary | 0 | 0 | -9 | -8 | 0 | 0 | -17 |
| Data Adjustments | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Members as of 12/31/07** | **640** | **452** | **403** | **430** | **24** | **11** | **1,960** |

*Includes an alternate payee.

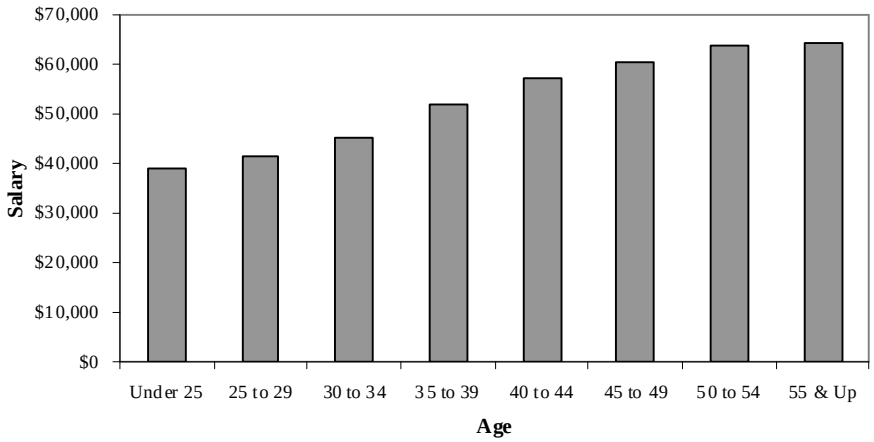
**Member had been receiving disability benefits, but was determined to no longer be eligible.

## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF ACTIVE MEMBERS
## as of December 31, 2007

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Fire | Police | Total | Fire | Police | Total |
| Under 25 | 13 | 12 | 25 | $ 488,112 | $ 491,460 | $ 979,572 |
| 25 to 29 | 59 | 75 | 134 | 2,297,966 | 3,221,675 | 5,519,641 |
| 30 to 34 | 59 | 117 | 176 | 2,503,875 | 5,491,266 | 7,995,141 |
| 35 to 39 | 68 | 167 | 235 | 3,279,892 | 8,898,914 | 12,178,806 |
| 40 to 44 | 74 | 121 | 195 | 3,996,665 | 7,160,467 | 11,157,132 |
| 45 to 49 | 80 | 85 | 165 | 4,574,461 | 5,420,001 | 9,994,462 |
| 50 to 54 | 66 | 44 | 110 | 4,011,375 | 2,977,670 | 6,989,045 |
| 55 & Up | 33 | 19 | 52 | 2,148,810 | 1,197,767 | 3,346,577 |
| Total | 452 | 640 | 1,092 | $ 23,301,156 | $ 34,859,220 | $ 58,160,376 |

**Average Salary by Age**



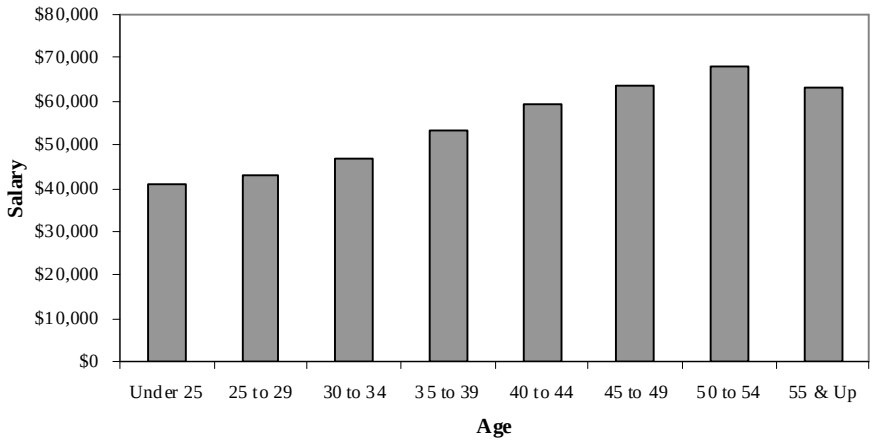
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF ACTIVE MEMBERS
## as of December 31, 2007

### Police

| Age | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 25 | 12 | 0 | 12 | $ 491,460 | $ - | $ 491,460 |
| 25 to 29 | 61 | 14 | 75 | 2,623,880 | 597,795 | 3,221,675 |
| 30 to 34 | 94 | 23 | 117 | 4,424,604 | 1,066,662 | 5,491,266 |
| 35 to 39 | 146 | 21 | 167 | 7,833,909 | 1,065,005 | 8,898,914 |
| 40 to 44 | 116 | 5 | 121 | 6,861,546 | 298,921 | 7,160,467 |
| 45 to 49 | 80 | 5 | 85 | 5,069,138 | 350,863 | 5,420,001 |
| 50 to 54 | 39 | 5 | 44 | 2,656,199 | 321,471 | 2,977,670 |
| 55 & Up | 19 | 0 | 19 | 1,197,767 | - | 1,197,767 |
| Total | 567 | 73 | 640 | $ 31,158,503 | $ 3,700,717 | $ 34,859,220 |

**Average Salary by Age**



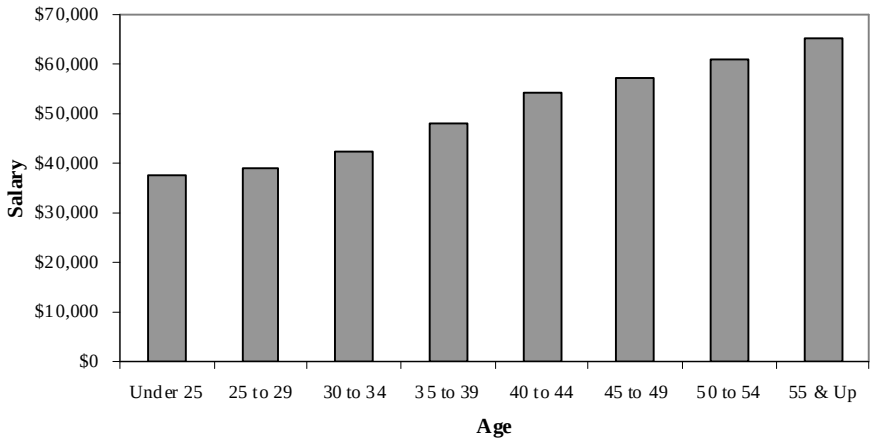
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF ACTIVE MEMBERS
## as of December 31, 2007

### Fire

| | Number | | | Valuation Salaries | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 13 | 0 | 13 | $ 488,112 | $ - | $ 488,112 |
| 25 to 29 | 57 | 2 | 59 | 2,222,730 | 75,236 | 2,297,966 |
| 30 to 34 | 58 | 1 | 59 | 2,461,839 | 42,036 | 2,503,875 |
| 35 to 39 | 68 | 0 | 68 | 3,279,892 | - | 3,279,892 |
| 40 to 44 | 71 | 3 | 74 | 3,833,650 | 163,015 | 3,996,665 |
| 45 to 49 | 80 | 0 | 80 | 4,574,461 | - | 4,574,461 |
| 50 to 54 | 65 | 1 | 66 | 3,947,044 | 64,331 | 4,011,375 |
| 55 & Up | 33 | 0 | 33 | 2,148,810 | - | 2,148,810 |
| Total | 445 | 7 | 452 | $ 22,956,538 | $ 344,618 | $ 23,301,156 |

**Average Salary by Age**



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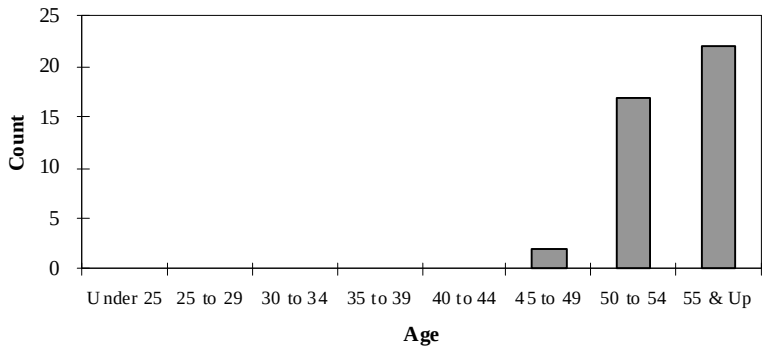
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

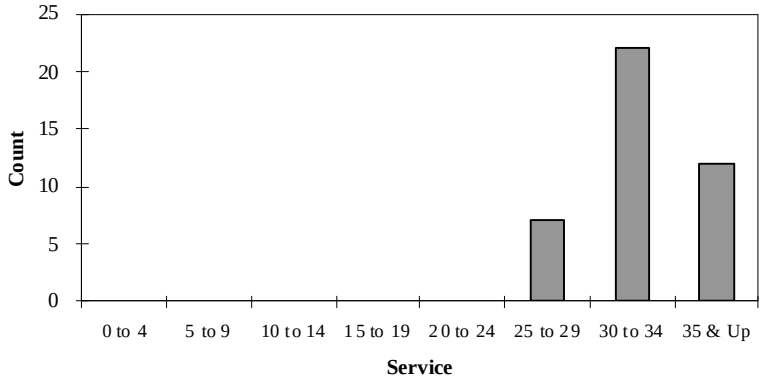
### Fire - Plans A & B

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 25 to 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 30 to 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 35 to 39 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 40 to 44 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 45 to 49 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| 50 to 54 | 0 | 0 | 0 | 0 | 0 | 5 | 12 | 0 | 17 |
| 55 & Up | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 12 | 22 |
| Total | 0 | 0 | 0 | 0 | 0 | 7 | 22 | 12 | 41 |

### Age Distribution




### Service Distribution



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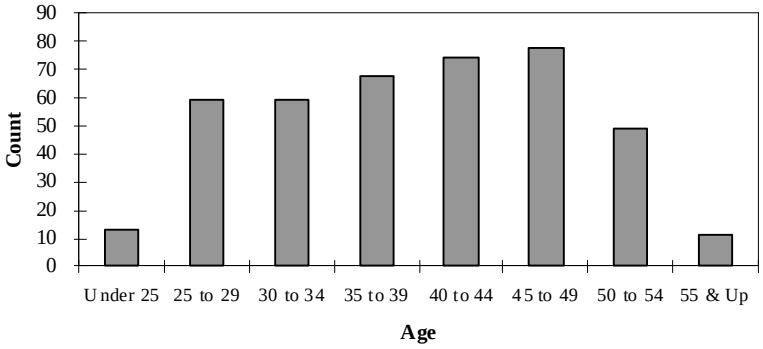
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

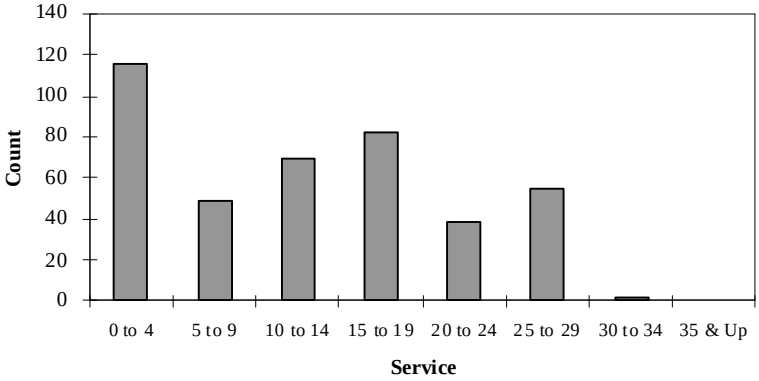
### Fire - Plan C

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 |
| 25 to 29 | 53 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 59 |
| 30 to 34 | 29 | 23 | 7 | 0 | 0 | 0 | 0 | 0 | 59 |
| 35 to 39 | 15 | 13 | 30 | 10 | 0 | 0 | 0 | 0 | 68 |
| 40 to 44 | 2 | 6 | 24 | 30 | 12 | 0 | 0 | 0 | 74 |
| 45 to 49 | 3 | 1 | 8 | 28 | 15 | 23 | 0 | 0 | 78 |
| 50 to 54 | 0 | 0 | 1 | 13 | 9 | 26 | 0 | 0 | 49 |
| 55 & Up | 1 | 0 | 0 | 1 | 2 | 5 | 2 | 0 | 11 |
| Total | 116 | 49 | 70 | 82 | 38 | 54 | 2 | 0 | 411 |

### Age Distribution




### Service Distribution



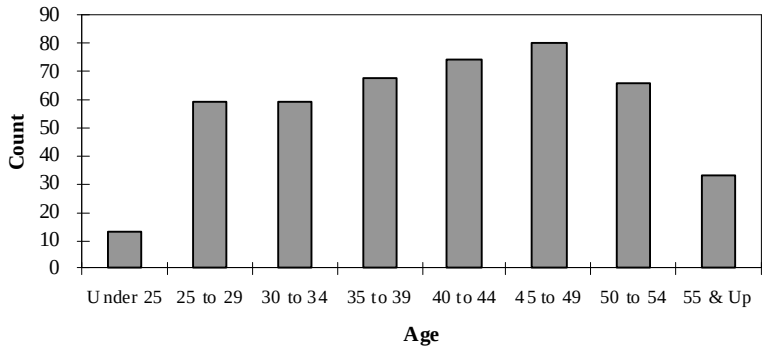
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

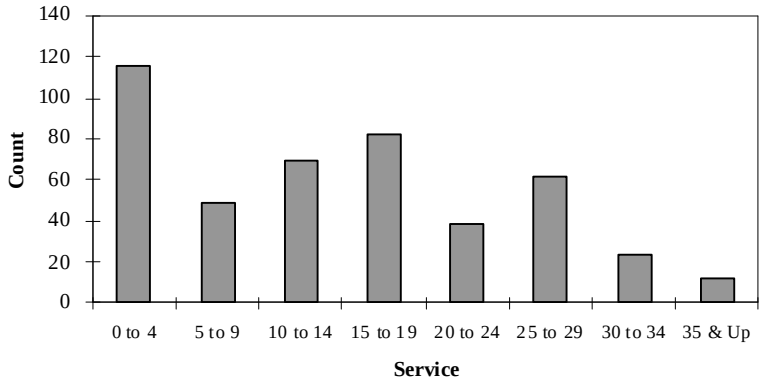
### Fire

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 |
| 25 to 29 | 53 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 59 |
| 30 to 34 | 29 | 23 | 7 | 0 | 0 | 0 | 0 | 0 | 59 |
| 35 to 39 | 15 | 13 | 30 | 10 | 0 | 0 | 0 | 0 | 68 |
| 40 to 44 | 2 | 6 | 24 | 30 | 12 | 0 | 0 | 0 | 74 |
| 45 to 49 | 3 | 1 | 8 | 28 | 15 | 25 | 0 | 0 | 80 |
| 50 to 54 | 0 | 0 | 1 | 13 | 9 | 31 | 12 | 0 | 66 |
| 55 & Up | 1 | 0 | 0 | 1 | 2 | 5 | 12 | 12 | 33 |
| Total | 116 | 49 | 70 | 82 | 38 | 61 | 24 | 12 | 452 |

### Age Distribution




### Service Distribution



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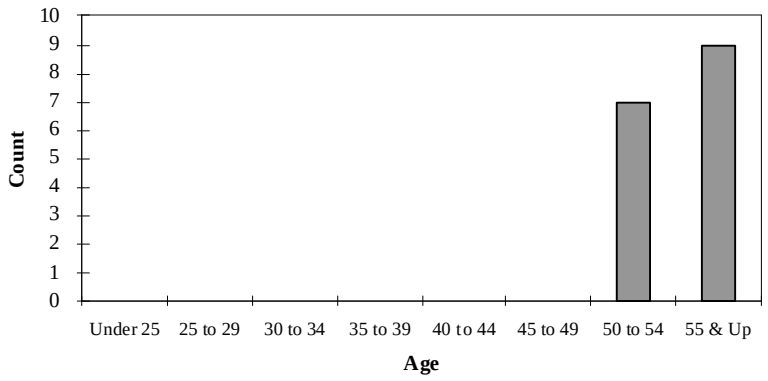
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

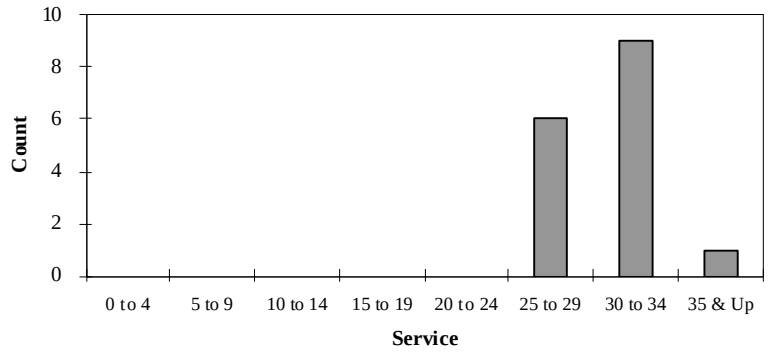
### Police - Plans A &B

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 25 to 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 30 to 34 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 35 to 39 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 40 to 44 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 45 to 49 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 50 to 54 | 0 | 0 | 0 | 0 | 0 | 4 | 3 | 0 | 7 |
| 55 & Up | 0 | 0 | 0 | 0 | 0 | 2 | 6 | 1 | 9 |
| Total | 0 | 0 | 0 | 0 | 0 | 6 | 9 | 1 | 16 |

### Age Distribution




### Service Distribution



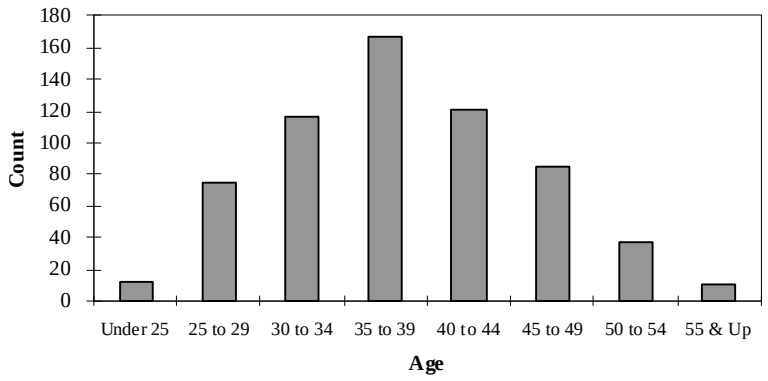
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

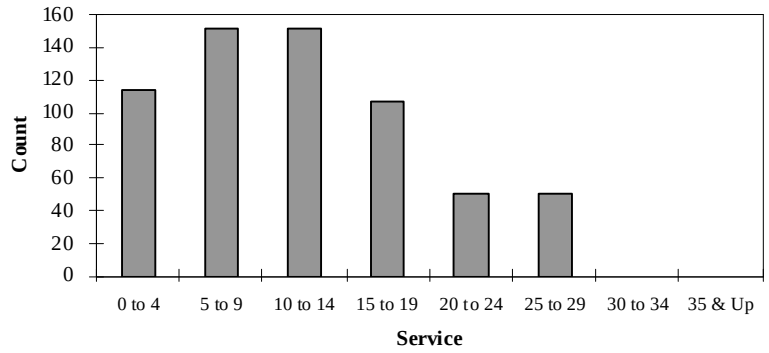
### Police - Plan C

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |
| 25 to 29 | 56 | 19 | 0 | 0 | 0 | 0 | 0 | 0 | 75 |
| 30 to 34 | 28 | 69 | 20 | 0 | 0 | 0 | 0 | 0 | 117 |
| 35 to 39 | 11 | 52 | 82 | 22 | 0 | 0 | 0 | 0 | 167 |
| 40 to 44 | 4 | 7 | 39 | 57 | 14 | 0 | 0 | 0 | 121 |
| 45 to 49 | 3 | 2 | 9 | 21 | 27 | 23 | 0 | 0 | 85 |
| 50 to 54 | 0 | 1 | 1 | 5 | 7 | 23 | 0 | 0 | 37 |
| 55 & Up | 0 | 1 | 1 | 2 | 2 | 4 | 0 | 0 | 10 |
| Total | 114 | 151 | 152 | 107 | 50 | 50 | 0 | 0 | 624 |

### Age Distribution




### Service Distribution



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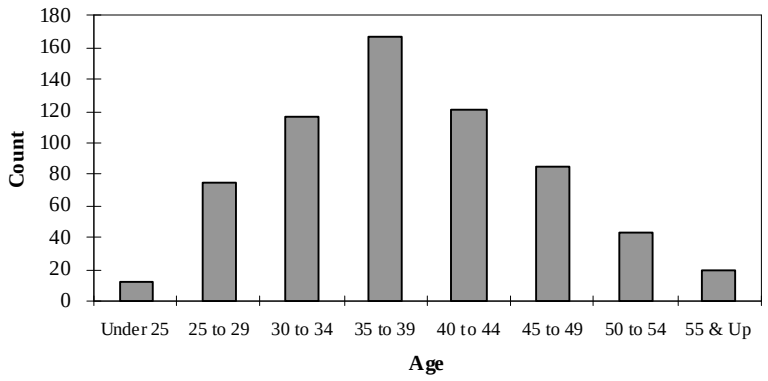
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

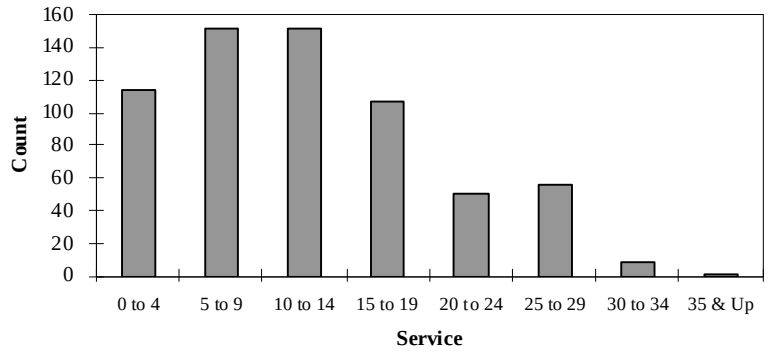
### Police

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |
| 25 to 29 | 56 | 19 | 0 | 0 | 0 | 0 | 0 | 0 | 75 |
| 30 to 34 | 28 | 69 | 20 | 0 | 0 | 0 | 0 | 0 | 117 |
| 35 to 39 | 11 | 52 | 82 | 22 | 0 | 0 | 0 | 0 | 167 |
| 40 to 44 | 4 | 7 | 39 | 57 | 14 | 0 | 0 | 0 | 121 |
| 45 to 49 | 3 | 2 | 9 | 21 | 27 | 23 | 0 | 0 | 85 |
| 50 to 54 | 0 | 1 | 1 | 5 | 7 | 27 | 3 | 0 | 44 |
| 55 & Up | 0 | 1 | 1 | 2 | 2 | 6 | 6 | 1 | 19 |
| Total | 114 | 151 | 152 | 107 | 50 | 56 | 9 | 1 | 640 |

### Age Distribution




### Service Distribution



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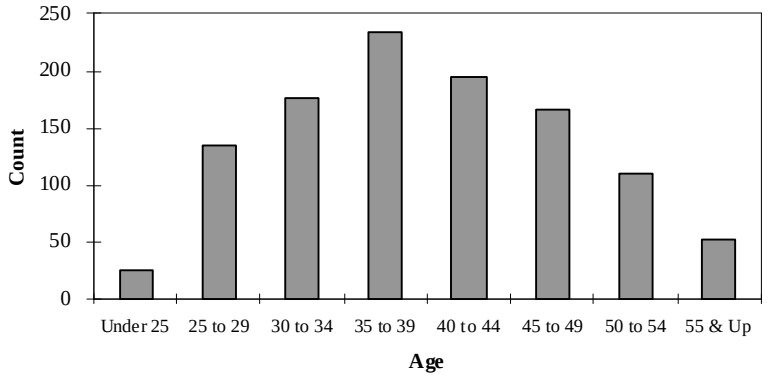
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## DISTRIBUTION OF ACTIVE MEMBERS
## as of December 31, 2007

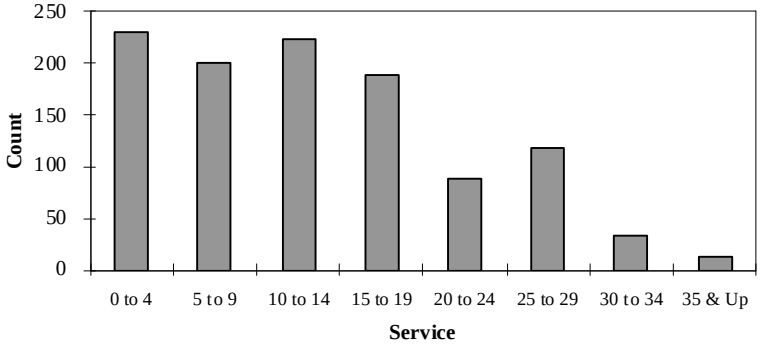
### Fire & Police

| | Years of Service | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Age | 0 to 4 | 5 to 9 | 10 to 14 | 15 to 19 | 20 to 24 | 25 to 29 | 30 to 34 | 35 & Up | Total |
| Under 25 | 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25 |
| 25 to 29 | 109 | 25 | 0 | 0 | 0 | 0 | 0 | 0 | 134 |
| 30 to 34 | 57 | 92 | 27 | 0 | 0 | 0 | 0 | 0 | 176 |
| 35 to 39 | 26 | 65 | 112 | 32 | 0 | 0 | 0 | 0 | 235 |
| 40 to 44 | 6 | 13 | 63 | 87 | 26 | 0 | 0 | 0 | 195 |
| 45 to 49 | 6 | 3 | 17 | 49 | 42 | 48 | 0 | 0 | 165 |
| 50 to 54 | 0 | 1 | 2 | 18 | 16 | 58 | 15 | 0 | 110 |
| 55 & Up | 1 | 1 | 1 | 3 | 4 | 11 | 18 | 13 | 52 |
| Total | 230 | 200 | 222 | 189 | 88 | 117 | 33 | 13 | 1,092 |

### Age Distribution




### Service Distribution



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## APPENDIX A (continued)

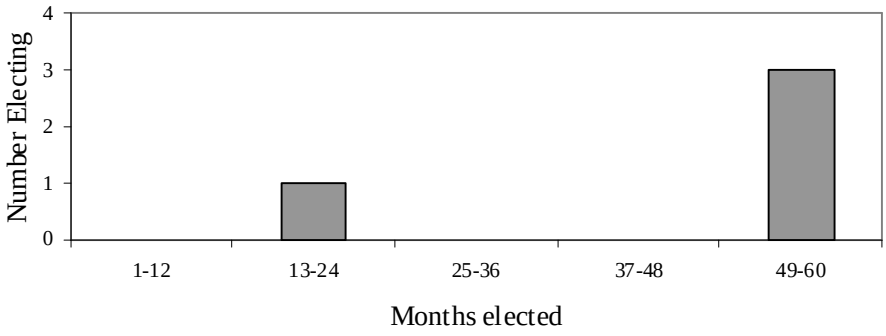
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## BackDROP Experience for the 2007 Plan Year

### Fire

Number Electing BackDROP

| | Final Benefit as a Proportion of Final Average Pay | | | | | |
|---|---|---|---|---|---|---|
| Age | 50%-55% | 55%-60% | 60%-65% | 65%-70% | 70%-75% | Total |
| Under 55 | 0 | 0 | 0 | 0 | 0 | 0 |
| 55-59 | 0 | 0 | 1 | 0 | 2 | 3 |
| 60-64 | 0 | 0 | 0 | 0 | 0 | 0 |
| 65+ | 0 | 0 | 0 | 0 | 1 | 1 |
| Total | 0 | 0 | 1 | 0 | 3 | 4 |

### Distribution of BackDROP Election Period



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## APPENDIX A (continued)

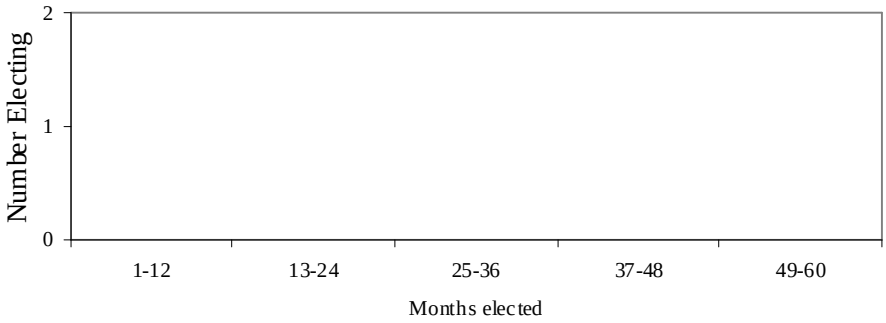
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## BackDROP Experience for the 2007 Plan Year

### Police

Number Electing BackDROP

| | Final Benefit as a Proportion of Final Average Pay | | | | | |
|---|---|---|---|---|---|---|
| Age | 50%-55% | 55%-60% | 60%-65% | 65%-70% | 70%-75% | Total |
| Under 55 | 0 | 0 | 0 | 0 | 0 | 0 |
| 55-59 | 0 | 0 | 0 | 0 | 0 | 0 |
| 60-64 | 0 | 0 | 0 | 0 | 0 | 0 |
| 65+ | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 |

### Distribution of BackDROP Election Period



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## APPENDIX A (continued)

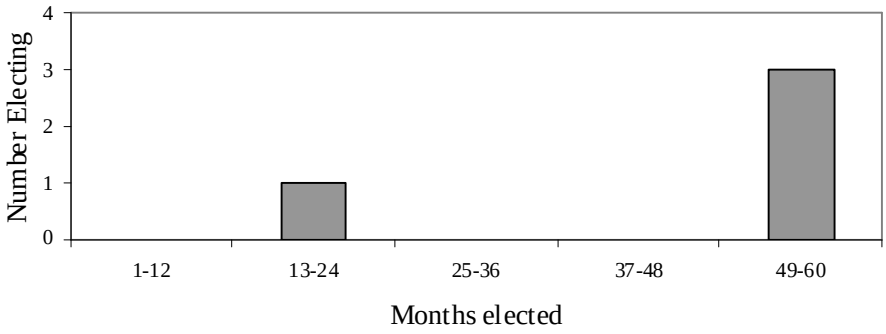
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## BackDROP Experience for the 2007 Plan Year

**Fire & Police**

Number Electing BackDROP

| | Final Benefit as a Proportion of Final Average Pay | | | | | |
|---|---|---|---|---|---|---|
| Age | 50%-55% | 55%-60% | 60%-65% | 65%-70% | 70%-75% | Total |
| Under 55 | 0 | 0 | 0 | 0 | 0 | 0 |
| 55-59 | 0 | 0 | 1 | 0 | 2 | 3 |
| 60-64 | 0 | 0 | 0 | 0 | 0 | 0 |
| 65+ | 0 | 0 | 0 | 0 | 1 | 1 |
| Total | 0 | 0 | 1 | 0 | 3 | 4 |

**Distribution of BackDROP Election Period**



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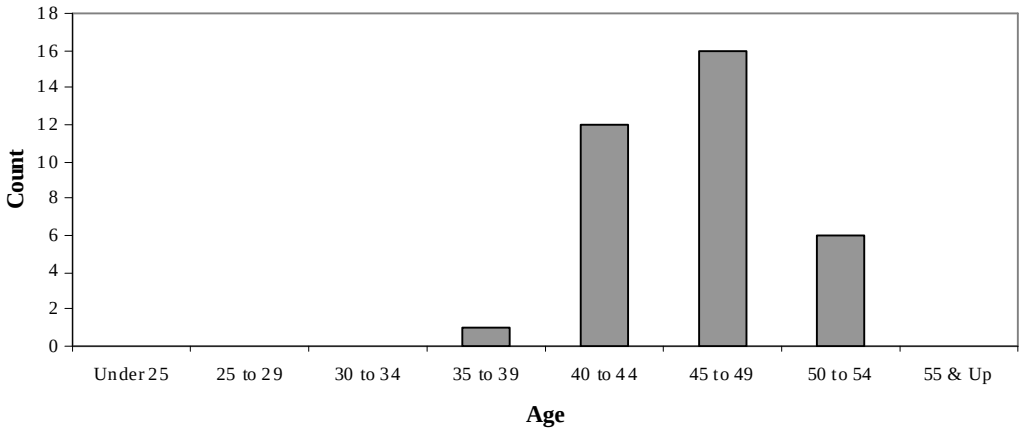
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF DEFERRED VESTED MEMBERS
## as of December 31, 2007

| | Number | | | Current Monthly Benefit at Retirement | | |
|---|---|---|---|---|---|---|
| Age | Fire | Police | Total | Fire | Police | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 0 | 0 | 0 | - | - | - |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 1 | 0 | 1 | 1,101 | - | 1,101 |
| 40 to 44 | 3 | 9 | 12 | 4,282 | 15,713 | 19,994 |
| 45 to 49 | 3 | 13 | 16 | 6,488 | 34,305 | 40,793 |
| 50 to 54 | 4 | 2 | 6 | 6,062 | 2,104 | 8,166 |
| 55 & Up | 0 | 0 | 0 | - | - | - |
| Total | 11 | 24 | 35 | $ 17,932 | $ 52,122 | $ 70,054 |

## Age Distribution



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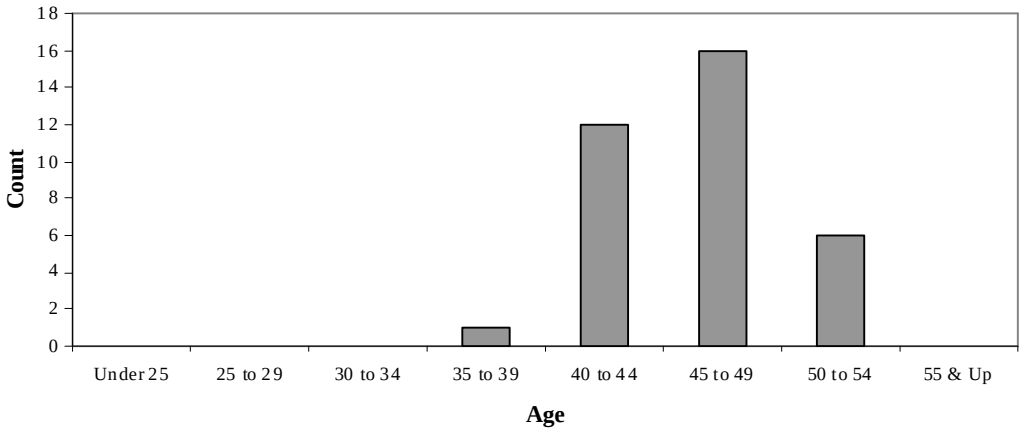
## APPENDIX A (continued)

## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF DEFERRED VESTED MEMBERS
## as of December 31, 2007

| | Number | | | Current Monthly Benefit at Retirement | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 25 | 0 | 0 | 0 | $ - | $ - | $ - |
| 25 to 29 | 0 | 0 | 0 | - | - | - |
| 30 to 34 | 0 | 0 | 0 | - | - | - |
| 35 to 39 | 1 | 0 | 1 | 1,101 | - | 1,101 |
| 40 to 44 | 12 | 0 | 12 | 19,994 | - | 19,994 |
| 45 to 49 | 15 | 1 | 16 | 37,770 | 3,023 | 40,793 |
| 50 to 54 | 5 | 1 | 6 | 7,099 | 1,067 | 8,166 |
| 55 & Up | 0 | 0 | 0 | - | - | - |
| Total | 33 | 2 | 35 | $ 65,964 | $ 4,090 | $ 70,054 |

## Age Distribution



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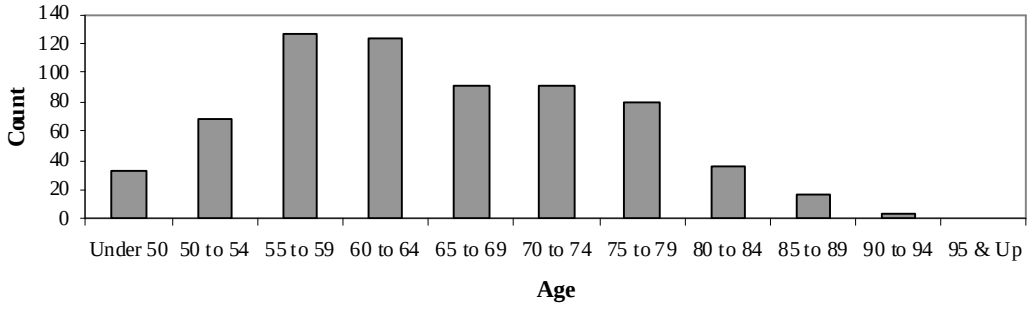
## APPENDIX A (continued)

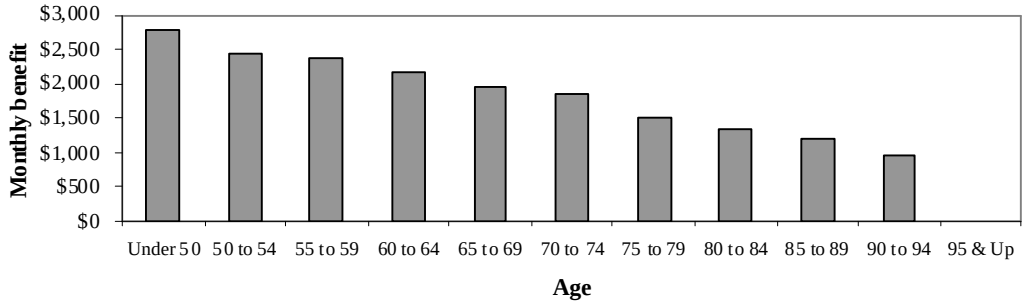
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF RETIRED MEMBERS
## as of December 31, 2007

| | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| Age | Fire | Police | Total | Fire | Police | Total |
| Under 50 | 11 | 22 | 33 | $ 28,979 | $ 62,534 | $ 91,513 |
| 50 to 54 | 27 | 42 | 69 | 65,376 | 102,268 | 167,644 |
| 55 to 59 | 73 | 53 | 126 | 174,144 | 125,944 | 300,088 |
| 60 to 64 | 54 | 69 | 123 | 123,303 | 142,507 | 265,810 |
| 65 to 69 | 51 | 40 | 91 | 98,619 | 80,294 | 178,913 |
| 70 to 74 | 51 | 40 | 91 | 100,325 | 67,433 | 167,759 |
| 75 to 79 | 43 | 37 | 80 | 64,007 | 57,803 | 121,811 |
| 80 to 84 | 22 | 14 | 36 | 31,564 | 16,473 | 48,037 |
| 85 to 89 | 5 | 12 | 17 | 4,408 | 16,248 | 20,656 |
| 90 to 94 | 1 | 2 | 3 | 791 | 2,076 | 2,867 |
| 95 & Up | 0 | 0 | 0 | - | - | - |
| Total | 338 | 331 | 669 | $ 691,516 | $ 673,581 | $ 1,365,097 |

**Age Distribution**




**Average Benefit**



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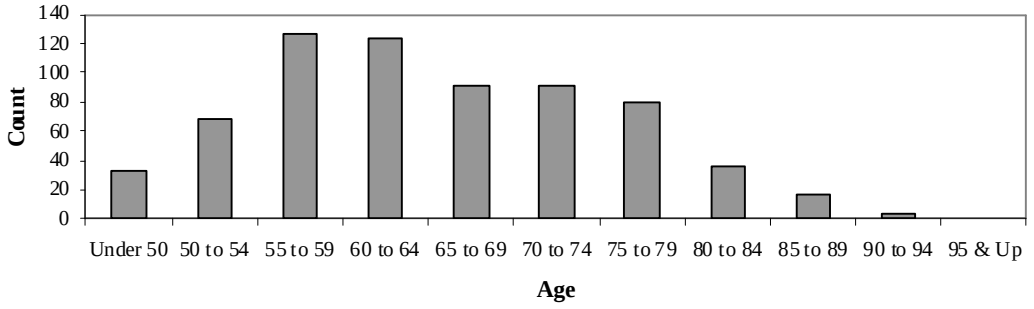
## APPENDIX A (continued)

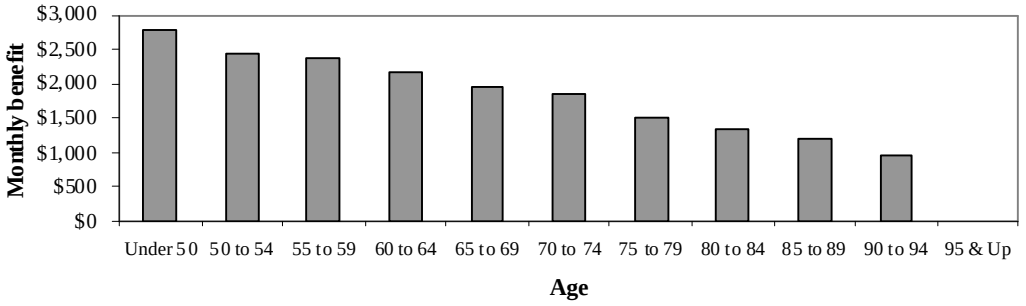
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF RETIRED MEMBERS
## as of December 31, 2007

| | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| Age | Male | Female | Total | Male | Female | Total |
| Under 50 | 28 | 5 | 33 | $ 78,390 | $ 13,123 | $ 91,513 |
| 50 to 54 | 68 | 1 | 69 | 165,122 | 2,522 | 167,644 |
| 55 to 59 | 125 | 1 | 126 | 298,193 | 1,895 | 300,088 |
| 60 to 64 | 120 | 3 | 123 | 260,565 | 5,244 | 265,810 |
| 65 to 69 | 89 | 2 | 91 | 175,653 | 3,260 | 178,913 |
| 70 to 74 | 89 | 2 | 91 | 164,960 | 2,798 | 167,759 |
| 75 to 79 | 78 | 2 | 80 | 118,554 | 3,256 | 121,811 |
| 80 to 84 | 36 | 0 | 36 | 48,037 | - | 48,037 |
| 85 to 89 | 15 | 2 | 17 | 19,074 | 1,582 | 20,656 |
| 90 to 94 | 3 | 0 | 3 | 2,867 | - | 2,867 |
| 95 & Up | 0 | 0 | 0 | - | - | - |
| Total | 651 | 18 | 669 | $ 1,331,416 | $ 33,682 | $ 1,365,097 |

**Age Distribution**




**Average Benefit**



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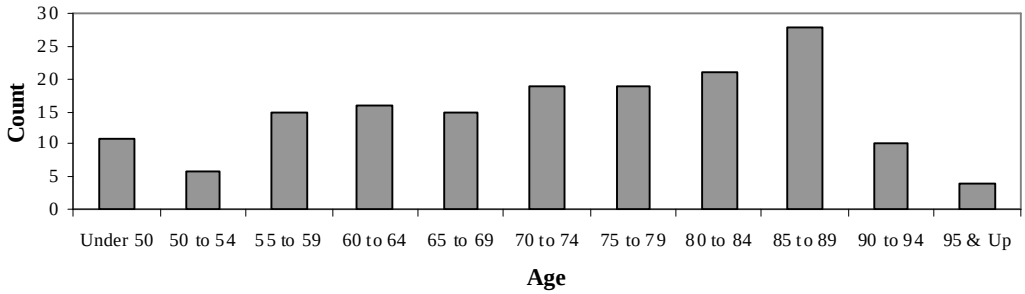
## APPENDIX A (continued)

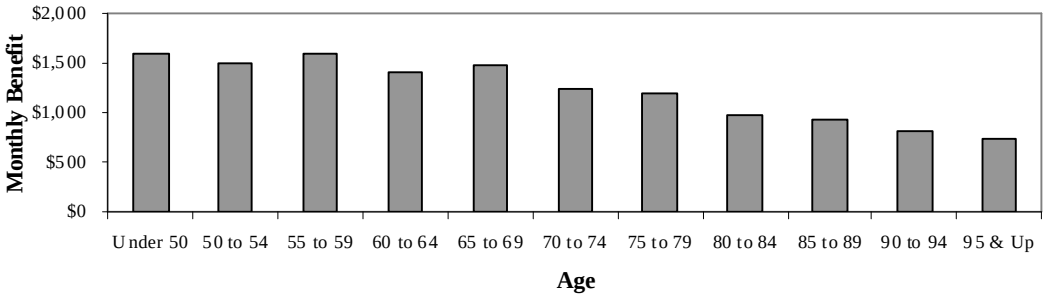
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF BENEFICIARIES
## as of December 31, 2007

| | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| Age | Fire | Police | Total | Fire | Police | Total |
| Under 50 | 5 | 6 | 11 | $ 10,995 | $ 6,520 | $ 17,515 |
| 50 to 54 | 2 | 4 | 6 | 2,718 | 6,269 | 8,988 |
| 55 to 59 | 10 | 5 | 15 | 14,748 | 9,205 | 23,953 |
| 60 to 64 | 4 | 12 | 16 | 4,829 | 17,680 | 22,508 |
| 65 to 69 | 7 | 8 | 15 | 10,288 | 11,864 | 22,153 |
| 70 to 74 | 10 | 9 | 19 | 13,264 | 10,337 | 23,600 |
| 75 to 79 | 8 | 11 | 19 | 9,786 | 13,013 | 22,799 |
| 80 to 84 | 18 | 3 | 21 | 17,345 | 3,264 | 20,609 |
| 85 to 89 | 21 | 7 | 28 | 20,173 | 6,262 | 26,434 |
| 90 to 94 | 4 | 6 | 10 | 3,307 | 4,828 | 8,135 |
| 95 & Up | 3 | 1 | 4 | 2,206 | 791 | 2,997 |
| Total | 92 | 72 | 164 | $ 109,659 | $ 90,032 | $ 199,691 |

**Age Distribution**




**Average Benefit**



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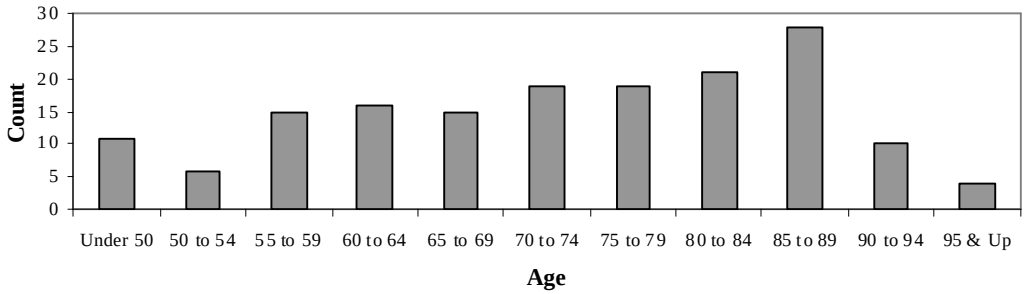
## APPENDIX A (continued)

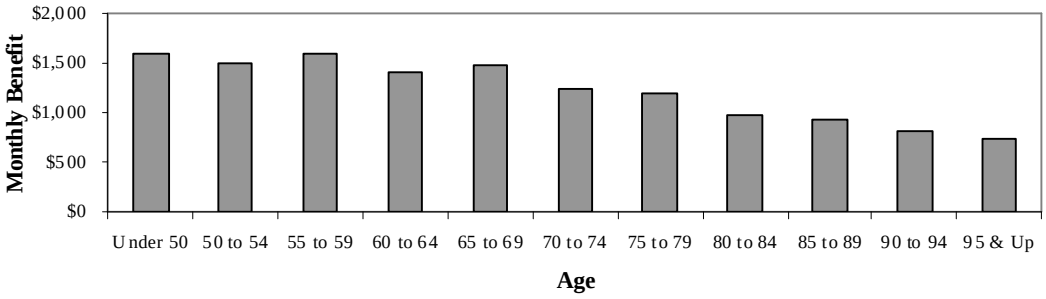
## WICHITA POLICE AND FIRE RETIREMENT SYSTEM
## SUMMARY OF BENEFICIARIES
## as of December 31, 2007

| Age | Number | | | Monthly Benefit | | |
|---|---|---|---|---|---|---|
| | Male | Female | Total | Male | Female | Total |
| Under 50 | 2 | 9 | 11 | $ 835 | $ 16,681 | $ 17,515 |
| 50 to 54 | 0 | 6 | 6 | - | 8,988 | 8,988 |
| 55 to 59 | 0 | 15 | 15 | - | 23,953 | 23,953 |
| 60 to 64 | 1 | 15 | 16 | 2,043 | 20,465 | 22,508 |
| 65 to 69 | 0 | 15 | 15 | - | 22,153 | 22,153 |
| 70 to 74 | 0 | 19 | 19 | - | 23,600 | 23,600 |
| 75 to 79 | 0 | 19 | 19 | - | 22,799 | 22,799 |
| 80 to 84 | 0 | 21 | 21 | - | 20,609 | 20,609 |
| 85 to 89 | 0 | 28 | 28 | - | 26,434 | 26,434 |
| 90 to 94 | 0 | 10 | 10 | - | 8,135 | 8,135 |
| 95 & Up | 0 | 4 | 4 | - | 2,997 | 2,997 |
| Total | 3 | 161 | 164 | $ 2,878 | $ 196,814 | $ 199,691 |

**Age Distribution**




**Average Benefit**



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## APPENDIX B

## SUMMARY OF BENEFIT PROVISIONS
## (DECEMBER 31, 2007)

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

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

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

### Service Retirement

***Eligibility – Plan A and Plan B:*** 20 years of service, without regard to age.

***Eligibility – Plan C:*** 30 years of service, without regard to age; or 20 years of service and attainment of age 50 years; or, if 10 or more years of service but less than 20, age 55.

***Amount of Pension – all plans:*** Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary. 2.5% (rather than 2.0%) applies to credit for unused sick leave hours effective in 2000.

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

### Deferred Retirement (Vested Termination)

***Eligibility – all plans:*** 10 years of service (does not include survivor benefits if service is less than 20 years).

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

### Service-Connected Disability

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

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

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


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## Non-Service Disability

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

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

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

## Service-Connected Death

***Eligibility – all plans:*** death resulting from performance of duty as a Fireman or Policeman; no service requirement.

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

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

## Non-Service Death

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

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

***Amount of Pension – Plan A and Plan C:*** surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66⅔% of Final Average Salary, payable immediately. Terminates upon remarriage prior to age 40 years for pensions effective prior to January 1, 2000.

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

***Amount of Pension – Plan B:*** surviving spouse – 50% of final salary.

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


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## Death After Retirement

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

***Amount of Pension – Plan A and Plan C:*** surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66⅔% of Final Average Salary, payable immediately. Post-retirement adjustments are granted from date of retirement to date of death. Terminates upon remarriage prior to age 40 years for those retiring prior to January 1, 2000.

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

***Amount of Pension – Plan B:*** surviving spouse – 50% of final salary.

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

## Non-Vested Termination

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

***Amount of Benefit – all plans:*** refund of member's contributions made after December 31, 1964, plus ½ of contributions made prior to January 1, 1965. Member contributions include 5% annual interest from December 31, 1999.

## Funeral Benefit

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

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

***Eligibility – Plan B:*** death of retired member.

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

## Post-Retirement Adjustments of Pensions

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

***Annual Amount – all Plans:*** 2% of the base amount of benefit (increases are not compounded).

## Back DROP (Deferred Retirement Option Plan)

***Eligibility:*** Member must be eligible to retire under normal age and/or service requirements at the time they elect the Back DROP.

***Amount:*** 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 interest, compounded monthly. Members are eligible to elect a five-year Back DROP beginning January 1, 2003.

## Contributions

***Members – Plan A:*** 8% of salary.

***Members – Plan B:*** 6% of salary.

***Members – Plan C:*** 7% of salary.

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

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


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# APPENDIX C

# ACTUARIAL COST METHOD AND ASSUMPTIONS

## Actuarial Cost Method

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

(i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.

(ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.

(iii) Normal costs for Plans A and B (closed plans) were based on Plan C (open plan) assumptions and benefit conditions.

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

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

## Actuarial Assumptions

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

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

(i) long-term rate of investment return to be generated by the assets of the System

(ii) patterns of pay increases to members

(iii) rates of mortality among members, retirants and beneficiaries

(iv) rates of withdrawal of active members

(v) rates of disability among active members

(vi) the age patterns of actual retirements.

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

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

From time-to-time one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the experience assumptions was completed in 2004 and resulted in the use of updated assumptions for subsequent actuarial valuations.

***The investment return rate*** (net of administrative expenses) used for actuarial valuation calculations was 7.75 percent a year, compounded annually. This rate consists of 4.00% in recognition of long term price inflation and a 3.75 percent a year real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1980 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2004.

***Salary increase rates*** used to project current pays to those upon which a benefit will be based.

| Years of Service | Annual Rate of Salary Increase for Sample Ages | | | |
|---|---|---|---|---|
| | **Inflation** | **Productivity** | **Merit & Longevity** | **Total** |
| 1 | 4.00% | 0.50% | 2.5% | 7.0% |
| 5 | 4.00% | 0.50% | 2.5% | 7.0% |
| 10 | 4.00% | 0.50% | 2.5% | 7.0% |
| 15 | 4.00% | 0.50% | 2.5% | 7.0% |
| 20 | 4.00% | 0.50% | 0.0% | 4.5% |
| 25 | 4.00% | 0.50% | 0.0% | 4.5% |
| 30 | 4.00% | 0.50% | 0.0% | 4.5% |

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

## APPENDIX C (continued)

The salary increase assumptions will produce 4.50 percent annual increases in active member payroll (the inflation rate plus the productivity rate) given a constant active member group size. This is the same payroll growth assumptions used to amortize unfunded actuarial liability.

The real rate of return over assumed wage growth is 3.25% per year.

| | Year Ended | | | | | 5 Year (Average) Compounded Annual Increase |
|---|---|---|---|---|---|---|
| | 12-31-07 | 12-31-06* | 12-31-05 | 12-31-04 | 12-31-03 | |
| Average pay | 5.6% | 4.1% | 2.3% | 5.6% | 0.9% | 3.7% |
| Total payroll | 6.7% | 7.1% | 1.0% | 9.9% | 0.4% | 5.0% |

* Includes estimated GPA increase of 3% for 2007.

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

Healthy Retirees and Beneficiaries: RP-2000 Healthy Annuitant Table for Males and Females.
Disabled Retirees: RP-2000 Disabled Tables for males and females.
Active Members: RP-2000 Employee Table for males and females.

The RP-2000 Tables are used with generational mortality.

| Sample Ages(1) | Present Value of $1 Monthly for Life | | Future Life Expectancy (Years) | |
|---|---|---|---|---|
| | Men | Women | Men | Women |
| 50 | $138.63 | $141.98 | 32.3 | 34.6 |
| 55 | 132.05 | 135.41 | 27.6 | 29.7 |
| 60 | 122.80 | 127.04 | 23.0 | 25.1 |
| 65 | 111.13 | 116.91 | 18.5 | 20.7 |
| 70 | 97.31 | 104.80 | 14.5 | 16.7 |
| 75 | 81.63 | 90.90 | 10.9 | 13.0 |
| 80 | 65.36 | 75.76 | 7.9 | 9.8 |
| 85 | 49.97 | 60.2 | 5.6 | 7.1 |

(1) Ages in 2000

These tables were first used for the December 31, 2004 valuation.

## APPENDIX C (continued)

***The rates of retirement*** used to measure the probability of eligible members retiring were as follows:

**Percent Retiring within Year**

| Plans A & B | | | Plan C | | |
|---|---|---|---|---|---|
| **Service of Member** | **Police** | **Fire** | **Age of Member** | **Police** | **Fire** |
| 20 | 28% | 20% | 50 | 35% | 20% |
| 21 | 28 | 15 | 51 | 25 | 15 |
| 22 | 26 | 10 | 52 | 20 | 10 |
| 23 | 15 | 10 | 53 | 15 | 10 |
| 24 | 12 | 10 | 54 | 15 | 10 |
| 25 | 15 | 15 | 55 | 15 | 10 |
| 26 | 15 | 10 | 56 | 15 | 10 |
| 27 | 15 | 10 | 57 | 15 | 15 |
| 28 | 15 | 10 | 58 | 25 | 25 |
| 29 | 15 | 30 | 59 | 30 | 30 |
| 30 | 100 | 10 | 60 | 100 | 100 |
| 31 | 100 | 100 | Over 60 | 100 | 100 |

The current rates were first used for the December 31, 1999 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.

| Sample Ages | Years of Service | Percent Separating Within Year | |
|---|---|---|---|
| | | **Police** | **Fire** |
| ALL | 0 | 10.0% | 8.0% |
| | 1 | 8.0 | 6.0 |
| | 2 | 6.0 | 4.5 |
| | 3 | 4.0 | 3.0 |
| | 4 | 3.0 | 2.0 |
| 25 | Over 4 | 3.0 | 1.0 |
| 30 | | 2.4 | 1.0 |
| 35 | | 1.7 | 1.0 |
| 40 | | 1.2 | 0.9 |
| 45 | | 1.0 | 0.8 |
| 50 | | 0.9 | 0.7 |
| 55 | | 0.8 | 0.6 |

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

## APPENDIX C (continued)

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

| Years of Service | % Forfeiting |
|---|---|
| 10 - 14 | 100 |
| 15 | 0 |

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

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

| Sample Ages | Percent Becoming Disabled Within Year | |
|---|---|---|
| | Police | Fire |
| 20 | 0.10% | 0.09% |
| 25 | 0.16 | 0.14 |
| 30 | 0.33 | 0.30 |
| 35 | 0.55 | 0.49 |
| 40 | 0.77 | 0.68 |
| 45 | 0.98 | 0.87 |
| 50 | 1.20 | 1.06 |
| 55 | 1.42 | 1.14 |

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

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

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

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

***Vested Deferred Pensions:*** Amounts for Plan C are assumed to increase during the deferral period at 4.5% per year. This assumption was changed with the December 31, 2004 valuation.

## Miscellaneous and Technical Assumptions

| | |
|---|---|
| ***Marriage Assumption:*** | 80% of participants are assumed to be married for purposes of death benefits. In each case, the male was assumed to be 3 years older than the female. |
| ***Service Related Death and Disability:*** | All active member deaths and 75% of active member disablements are assumed to be service related. |
| ***Pay Increase Timing:*** | Assumed to occur mid-year. |
| ***Decrement Timing:*** | Decrements of all types are assumed to occur mid-year. |
| ***Eligibility Testing:*** | Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year at the start of the year in which the decrement is assumed to occur. |
| ***Benefit Service:*** | Service calculated to the nearest month, as of the decrement date, is used to determine the amount of benefit payable. |
| ***Other:*** | Disability and turnover decrements do not operate during retirement eligibility. |
| ***Miscellaneous Loading Factors:*** | The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service Credit. This assumption was changed with the December 31, 2004 valuation. |


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## APPENDIX D

## GLOSSARY OF TERMS

| | |
|---|---|
| **Actuarial Liability** | The difference between the actuarial present value of system benefits and the actuarial value of future normal costs. Also referred to as "accrued liability" or "actuarial accrued liability." |
| **Actuarial Assumptions** | Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation. |
| **Accrued Service** | Service credited under the system which was rendered before the date of the actuarial valuation. |
| **Actuarial Equivalent** | A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions. |
| **Actuarial Cost Method** | A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial accrued liability. Sometimes referred to as the "actuarial funding method." |
| **Experience Gain (Loss)** | The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates. |
| **Actuarial Present Value** | The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment. |
| **Amortization** | Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment. |
| **Normal Cost** | The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method. |


This work product was prepared solely for the Police and Fire Retirement System of Wichita, Kansas for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work.

**Unfunded Actuarial Liability**

The difference between actuarial liability and the valuation assets.

Most retirement systems have an unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.

The existence of unfunded actuarial liability is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.



This work product was prepared solely for the Police and Fire Retirement System of Wichita, Kansas for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work.

**Agenda Item No. 4.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Wichita Employees' Retirement and Police & Fire Retirement Systems Actuarial Valuation Reports (January 1, 2007 – December 31, 2007)

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

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**Recommendations**: Receive and file the Actuarial Reports and approve the 2009 employer contribution rates.

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

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

1. The actuary's valuations state that for the fiscal year beginning January 1, 2009, the range for the City's required contribution to the WER System is 4.2% to 8.4%. The range for the City's required contribution to the P&F System is 16.0% to 17.5%. Contribution rates are stated as a percent of active member pensionable payroll. These rates are based on the benefit provisions and active member contribution rates in effect on December 31, 2007. Of the total dollar amount contributed to WER, City contributions for Plan 3 (a defined contribution plan) are allocated to Plan 3 individual members' accounts.

2. The funded ratios (liabilities covered by assets) and employer (City) contributions for the WER and P&F Retirement Systems over the past three (3) years are shown below:

| | | | | Employer Contributions | |
|---|---|---|---|---|---|
| **WER** | Period Ending | Budget Year | Funded Ratios | Pension Trust | Pension Reserve |
| | December 31, 2005 | 2007 | 110.6% | 4.7% | 0.0% |
| | December 31, 2006 | 2008 | 110.2% | 4.7% | 0.3% |
| | December 31, 2007 | 2009 | 110.5% | 4.7% | 0.8% |

| | | | | Employer Contributions | |
|---|---|---|---|---|---|
| | | Budget | Funded | Pension | Pension |
| **P&F** | Period Ending | Year | Ratios | Trust | Reserve |
| | December 31, 2005 | 2007 | 99.7% | 17.5% | 0.9% |
| | December 31, 2006 | 2008 | 101.2% | 17.5% | 0.9% |
| | December 31, 2007 | 2009 | 102.7% | 17.5% | 0.0% |

3. In summary, the actuary's reports reflect that the aggregate experience of the Retirement Systems during the twelve (12) months ended December 31, 2007 resulted in a small net gain for both WER and P&F, due to favorable experience. The change in the funded ratios and the employer contribution rates from 2008 to 2009 reflect the experience during the year.

**Financial Considerations**: In conjunction with the actuary's recommendation and in keeping with the City's current policy of maintaining level contribution rates, the Department of Finance recommends the City's contribution rates, expressed as a percent of active member pensionable payroll, increase to 5.5% for WER, and decrease to 17.5% for P&F for the fiscal year 2009. Of the 5.5% WER contribution rate, 4.7% will be paid into the trust and the remaining 0.8% will be directed to the pension reserve to assist in meeting possible future increases in contribution rates resulting from unfavorable market conditions or other negative plan experience.

**Goal Impact:** The Internal Perspective is impacted through the fair presentation of the financial condition of the City's pension systems to the City Council, the citizens of Wichita, plan participants and other interested parties.

**Legal Considerations**: Under the Ordinances creating the two pension systems, the City is statutorily required to contribute the actuarially required contributions to the Retirement Systems.

**Recommendation/Actions**: It is recommended that the City Council receive and file the Wichita Employees' Retirement and Police & Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2007 – December 31, 2007) as submitted, and approve the 2009 employer retirement fund contribution rates.

**Attachments:** Wichita Employees' Retirement System *Actuarial Valuation Report* as of December 31, 2007 and Police & Fire Retirement System of Wichita, Kansas, *Actuarial Valuation Report* as of December 31, 2007.

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Proposed upgrade to criminal justice software (E*Justice)

**INITIATED BY:** Wichita Municipal Court
Wichita Police Department
IT/IS Department

**AGENDA:** New Business

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**Recommendation:** Authorize the necessary expenditure.

**Background:** In 2006 the E*Justice Steering Committee was formed to evaluate whether the City of Wichita should purchase a replacement public safety records management system or continue to use the current application, E*Justice. The committee included staff from the City Manager's Office, Wichita Police Department, Wichita Municipal Court, IT/IS, the City Prosecutor's Office, and a representative for the Municipal Court Judges.

Over the past year, the team conducted a review of nine (9) records management systems. Although each company presented software applications that could meet some of our needs, they did not meet the base requirements to replace the existing public safety system. Additionally, most vendors demonstrated software applications that were primarily designed for district court systems - not for high volume municipal courts such as ours. It was determined, therefore, to continue improving the existing system for increased operational efficiencies through enhancements and upgrades while continuing to review other software as it becomes available.

**Analysis**: Wichita Municipal Court and Wichita Police Department are requesting enhancements to E*Justice that will ensure the Public Safety System continues to meet our needs.

A list of approximately sixty enhancements was prioritized and ranked by members of the E*Justice Steering Committee. By consensus, nine enhancements were chosen which would have the biggest impact on business processes. Currently there are seven enhancements submitted by Wichita Municipal Court. These enhancements streamline data entry, improve handling of warrants, enhance subpoena issuing capabilities and provide increased operational efficiency. The two enhancements submitted by the Wichita Police Department will improve record "search" capability.

In order to implement these enhancements, city staff will upgrade E*Justice to the latest version (9.1) and CrimeCog will put the enhancements into the newest version reducing the overall cost for these enhancements. Further, CrimeCog will assist staff in upgrading the system, act as a technical resource, and will include training for key staff members.

**Financial Considerations:** The cost of the software upgrade and enhancements will be $202,370 plus funds for actual travel expenses for the vendor and IT/IS contingency for a total of $232,370. Funds are available in the Software Replacement Fund for this purpose.

**Goal Impact:** This project addresses the Safe and Secure goal by improving the efficiency of the Public Safety Records Management System.

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

**Recommendations/Actions:** It is recommended that the City Council approve the contract and authorize the necessary signatures.

May 28, 2008

CrimeCog Technologies is pleased to present this proposal to the City of Wichita.

## Proposed Projects:

**E*Justice System – Court and Police Department Enhancements**

**High Level Requirements Summary:**

After an initial analysis of the City's requests, CrimeCog is proposing the following task/deliverables for each SCR listed.

- Development of a Functional Requirements Document for each SCR which will be the basis for the scope of work and approved by the City prior to actual development
- One mid-development cycle review on-site with the City in order to ensure that implementation of the functionality meets the City's needs as defined in the FRD. This review will cover all SCRs.
- Delivery of requested functionality described in FRDs in Product Release of E*Justice (EJS) V9.x.

| # | Enhancement Request |
|---|---|
| 1 | Phone number search enhancement |
| 2 | Address Search enhancement |
| 3 | PVB Notices |
| 4 | Cash management batch security |
| 5 | Active Warrant Notifications |
| 6 | Incident to Court Case Role Management |
| 7 | OPSI Letter Modifications |
| 8 | Community Service Calculation |
| 9 | Document Entry Screen & Entry Audits |

**E*Justice System – New Release Migration Assistance:**

The City of Wichita desires to engage CrimeCog to assist in the upgrade of the E*Justice System to the most current release.

**City of Wichita Responsibilities:**

- Lead the migration, with the assistance of CrimeCog, of the existing CoW database to the E*Justice System's current release level.
- Set up the application servers in the staging/testing environment.

**CrimeCog Responsibilities:**

- Review V8.6 Application Environment and RDBMS prior to go-live. Consists of:
  - ✓ Analysis of a fully functioning V8.6 environment with remote access to the DB server, application servers
  - ✓ Upgrade E*Justice System
  - ✓ RDBMS performance tuning (analyzing tables, rebuilding indexes, de-fragmenting tables)
  - ✓ Set up database parameters
  - ✓ Perform load testing with CrimeCog and CoW Staff
  - ✓ Forty (40) hours done remotely from Denver by CrimeCog resources

- On Site Pre-Go Live Support
  - ✓ Monitor migration progress
  - ✓ Perform preliminary go-live checks
  - ✓ Test system interfaces (e.g. Livescan, mugshots)
  - ✓ Assist with any custom changes
  - ✓ Sixteen (16) hours performed on-site by two CrimeCog resources
- Go-Live and Post Go-Live Support
  - ✓ Provide support as applicable to upgrade effort
  - ✓ Sixty-four (64) hours performed on-site by two CrimeCog resources

**E*Justice System – Systems Administrator Training Class:**
The City of Wichita desires to engage CrimeCog to conduct an E*Justice Systems Administration training class. The duration of the class is five (5) days.

**City of Wichita Responsibilities:**
- Provide a suitable training facility for up to 5 students.
- Provide a training database for students.

**CrimeCog Responsibilities:**
- Provide training materials for students.
- Provide training consistent with E*Justice application systems administration training.

**E*Justice System – Version 9.0 Enhancements Training Class for the Police Department:**
The City of Wichita desires to engage CrimeCog to conduct two E*Justice Version 9.0 Enhancements Train-the-Trainer training classes for the Police Department. The duration of each class is one (1) day.

**City of Wichita Responsibilities:**
- Provide a suitable training facility for up to 10 students.
- Provide a training database for students.

**CrimeCog Responsibilities:**
- Provide training materials for students.
- Provide training consistent with E*Justice Train-the-Trainer training.

**E*Justice System – Version 9.0 Enhancements Training Class for the Courts:**
The City of Wichita desires to engage CrimeCog to conduct an E*Justice Version 9.0 Enhancements Train-the-Trainer training class for the Courts. The duration of the class is one (1) day.

**City of Wichita Responsibilities:**
- Provide a suitable training facility for up to 10 students.
- Provide a training database for students.

**CrimeCog Responsibilities:**
- Provide training materials for students.
- Provide training consistent with E*Justice Train-the-Trainer training.

**Investment Breakdown:**

| Description | Investment |
|---|---|
| E*Justice Systems – Court and Police Department Enhancements | $ 182,968* |
| E*Justice Systems – New Release Migration Assistance | $ 11,400* |
| E*Justice Systems Administrator training class | $ 5,000* (5 days) |
| E*Justice Version 9.0 Enhancements Train-the-Trainer training class for the Police Department | $ 2,000* (2 days) |
| E*Justice Version 9.0 Enhancements Train-the-Trainer training class for the Court | $ 1,000* (1 day) |
| TOTAL | $ 202,368* |

***Travel and Expenses/Payment Terms:**
The above investments do not include travel and expenses costs. Travel and expenses costs will be consistent with standard GSA-accepted rates and will be billed at actual costs. Payment terms are NET 30 days after receipt of an accurate invoice.

**Term:**
This proposal is valid through June 30, 2008.

**Proposal Acceptance:**
IN WITNESS WHEREOF, the City of Wichita by its Mayor and City Clerk have hereunto subscribed their names this ___ day of _____, 2008.

CITY OF Wichita, Kansas

By:_____
Carl Brewer, Mayor

ATTEST: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

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CrimeCog Technologies

By: Stuart Jankelovitz, Senior Vice President, Strategic Sales

_____

**Agenda Report No. 6.**

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** Professional Boxing / Mixed Martial Arts Event at Century II

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Approve Professional Boxing / Mixed Martial Arts Event at Century II

**Background:** Promoter Dr. Shawn Carpenter of Link MMA, Wichita, Kansas, has requested usage of Century II for a Professional Boxing / Mixed Martial Arts event on August 16, 2008, after a very successful event in Convention Hall on May 10, 2008. State statute **74-50,189** requires a license from the Kansas Athletic Commission and the governing body of the city to adopt a resolution approving professional and amateur boxing, kickboxing, full-contact karate, and mixed martial arts.

**Analysis:** Dr. Shawn Carpenter has successfully obtained a promoters license with the Kansas Athletic Commission to conduct professional and amateur Boxing and Mixed Martial Arts events. Dr. Carpenter has requested to lease Convention Hall at Century II to conduct an event on August 16, 2008.

Link MMA is expecting 2,000 attendees and will sign a facility-use lease. Link MMA has assured Century II that they will have a $1,000,000 liability insurance policy on file for the event. Event security will consist of six (6) uniformed police officers and six (6) t-shirt security.

**Financial Considerations:** Century II will expect $3,500 in hall rental revenue from this event, plus additional sales from concession, merchandise and ticket sales.

**Goal Impact:** This project will impact the Quality of Life goal by providing a variety of entertainment options to citizens.

**Legal Considerations:** The City Attorney has reviewed this request.

**Recommendations/Actions:** It is recommended that the City Council approve Dr. Shawn Carpenter and Link MMA to hold their August 16, 2008 event at Century II.

**Attachment:** Approved Kansas Athletic Commission Application for Permit for Dr. Shawn Carpenter, Link MMA.

KANSAS ATHLETIC COMMISSION
Department of Commerce
1000 SW Jackson, Suite 100
Topeka, KS 66612-1214
Phone: (785) 296-1913
Fax: (785) 296-6809

Approved PAID

## APPLICATION FOR PERMIT

PLEASE PRINT ALL INFORMATION

| ☐ Professional Boxing | ☐ Professional Kick-Boxing & Full-Contact Karate | ☒ Professional Mixed Martial Arts | ☐ Professional Wrestling |
|---|---|---|---|

**INSTRUCTIONS:**
The promoter shall obtain a separate permit for each event from the office before each event. The office should receive the request for the permit no later than ten (10) business days before the date of a professional event.

| | |
|---|---|
| PROMOTER'S NAME (Required) Link Fighting Championship | PROMOTER'S LICENSE # (Required) KS00535 |
| STREET ADDRESS OR PO BOX 1422 Chaumont Circle | |
| CITY Andover | STATE KS / ZIP CODE 67002 |
| TELEPHONE NUMBER (316) 204-1760 | CHECK NUMBER 1059 / AMOUNT 25.00 |
| DATE OF EVENT 8-16-08 / TIME OF EVENT 7:30pm | TIME OF WEIGH-INS (BOXING, KICKBOXING, KARATE & MIXED MARTIAL ARTS) |
| PLACE OF EVENT Century II | |
| STREET ADDRESS OF EVENT | CITY & STATE OF EVENT Wichita / COUNTY OF EVENT Sedwick |
| MATCHMAKER'S NAME Shawn Carpenter | MATCHMATER'S LICENSE # (Required) KS00535 |

**FEES:**

PROFESSIONAL BOXING, KICKBOXING & FULL-CONTACT KARATE, AND MIXED MARTIAL ARTS ..... $25.00 per contest per day

PROFESSIONAL WRESTLING ..... $150.00 per performance day

**PERMISSION IS GRANTED ONLY AFTER SIGNED**
Permission is hereby granted for the above event for the above date and no other. A copy of this permit must be posted at the event.

| | |
|---|---|
| INSPECTOR ASSIGNED | EVENT # |
| OFFICE OF ATHLETICS | DATE |

**Agenda Report No. 7.**

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** EventPro –Event Management Software for Century II

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** New Business

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**Recommendation:** Approve purchase of EventPro for Century II.

**Background:** Century II has been operating for years without industry specific software. Space is blocked through a program called Envision (a proprietary system of Hyatt) and the remaining operations of the facility are done through various Microsoft Office applications. Because of this, Century II staff spends hours on inefficient processes and re-work. There is no centralized area for client information, and the tracking of events and sales leads is difficult resulting in minimal accountability. In addition, inventory management, floor plan layouts, and event worksheets are handled manually resulting in inefficient processes and frequent errors. Account invoices are difficult to produce and accurate reporting is problematic.

**Analysis:** Century II staff researched various companies that provide event management software. After reviewing four different companies through webinars, Century II staff decided to pursue EventPro due to its ability to meet the needs of the facility and the price of the software.

The purchase and use of EventPro will dramatically improve the customer service to Century II clients and help further promote a professional image of Century II. It will also improve the internal processes and communications among the Century II staff while eliminating duplicate data entry and event details. This type of program will also help in the sales process, track inventory, and produce accurate floor plans and event worksheets. Invoices will be generated via the event worksheets resulting in accurate billings for the clients. Bookings, reporting and accounting functions all relate to each other in this software. The software will automatically identify found conflicts between each hall.

A specific module of EventPro called EPWeb will allow the Hyatt Regency Wichita, the Greater Wichita Convention & Visitors Bureau, Music Theatre of Wichita, the Wichita Grand Opera, and the Wichita Symphony to review availability and contracted space of the facility by web site. All of these entities have been notified of Century II's desire to acquire this software and all are in support of the purchase.

**Financial Considerations:** EventPro has provided a quote for the purchase of their event management software for $21,719.80. Additional costs will be incurred for an EventPro trainer to come on-site to train Century II staff on the new program, and costs include meal per diems, hotel, and air travel. These costs are estimated at approximately $1,500. The 2008 Century II budget has sufficient capacity to purchase and implement the software.

**Goal Impact:** The purchase of EventPro will greatly impact the customer service provided to clients and enhance and streamline the internal operations of Century II.

**Legal Considerations:** The purchase price of EventPro will be under $25,000 and does not require a formal bid process. The procurement process was approved by Purchasing.

**Recommendations/Actions:** It is recommended that the City Council approve the purchase of EventPro for Century II and authorize any necessary budget adjustments.

**Agenda Item No. 8.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for the Installation of Railroad Signals (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

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**Recommendation:** Approve the Agreement.

**Background:** Representatives of the City, State, and Railroad Company reviewed the railroad crossing on 31st St. South, west of K-15. As a result of this review, the installation of an active signal system with gates and cantilever signals was recommended at this location.

**Analysis:** The attached Agreement authorizes the installation of the recommended signal system. The BNSF Railway Company will coordinate the installation of the signal system. The proposed signal installation work should have minimal impact to the existing traffic at this location.

**Financial Consideration:** The total cost of the proposed signal system improvements will be funded one hundred percent (100%) using Federal Section 130 Funds. The estimated cost of the signal improvements at the BNSF crossing of 31st St. South is Three Hundred Seventy-Two Thousand, Seven Hundred Seventy Three Dollars ($372,773.00).

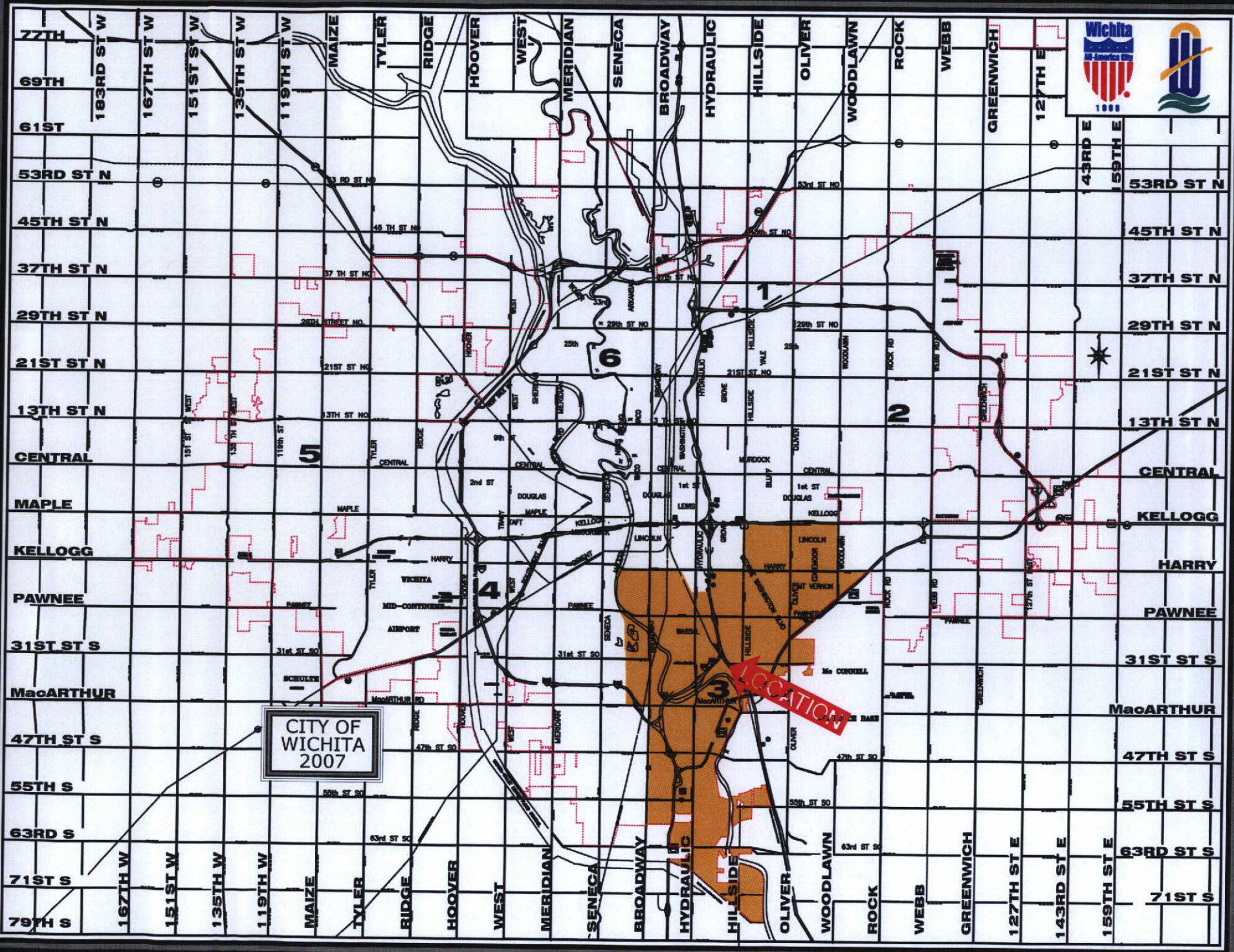
The Agreements obligate the City to install and maintain the necessary advance warning signs and pavement markings at the crossing area. The advance warning signs are presently in place at these locations.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic safety.

**Legal Consideration:** The Law Department has approved the Agreement as to legal form.

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

**Attachments:** Location map and Agreement.


CITY OF WICHITA 2007
LOCATION
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45TH ST N
37TH ST N
29TH ST N
21ST ST N
13TH ST N
CENTRAL
MAPLE
KELLOGG
PAWNEE
31ST ST S
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47TH ST S
55TH S
63RD S
71ST S
79TH S
183RD ST W
167TH ST W
151ST ST W
135TH ST W
119TH ST W
MAIZE
TYLER
RIDGE
HOOVER
WEST
MERIDIAN
SENECA
BROADWAY
HYDRAULIC
HILLSIDE
OLIVER
WOODLAWN
ROCK
WEBB
GREENWICH
127TH E
143RD E
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Wichita
1888

Agmt. No. 006073046

"CITY'S ORIGINAL"

# AGREEMENT

BNSF Railway Company
Crossing Signals With Gates

Project No. 87 X-2667-01
RRS-X266(701)
Sedgwick County, Kansas

Agreement between the BNSF Railway Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * * * * * * * * * * *

This agreement, made and entered into this _____ day of _____, _____, by and between the BNSF Railway Company, a Corporation, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type with gates at a grade crossing (DOT #009290R) on 31st Street South in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-2667-01; RRS-X266(701) and more particularly described as follows:

> at the intersection of 31st Street South and the Company's tracks approximately 195 feet South and 1,297 feet West of the Northeast Corner of Section 10, Township 28 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**WHEREAS**, the Secretary will prepare the plans for the project and such plans when approved by the Company, the City, and the Secretary are hereby made a part of this agreement and incorporated by reference herein, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project, the estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.

5. The Company will remove the existing crossbucks and will install the new flashing light straight post type signals with gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

6. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

7. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

8. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total

amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the Secretary and/or Federal Highway Administration. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are declared by the Secretary and/or Federal Highway Administration to be ineligible for participation in Federal Funds.

9. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

10. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

11. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

12. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER
SECRETARY OF TRANSPORTATION

BY: _____
DANIEL L. SCHERSCHLIGT, P.E.
DIRECTOR OF ENGINEERING
AND DESIGN

BNSF RAILWAY COMPANY

BY: _____

TITLE: **Asst. Vice President Engineering Services**

ATTEST:

_____
CITY CLERK

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

)Y

The above instrument approved as to form
this 22d day of May 2008
_____
City Attorney

# 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. 3555) 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 insure 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 seven "Nondiscrimination Clauses".

## CLARIFICATION

Where the term "consultant" appears in the following seven "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 relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

hereinafter referred to as the Regulations), which 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 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 contractor complies, and/or

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

(7) Disadvantaged Business Obligation

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly 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 contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor 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 this Order.

(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.

## CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
FHPM ESTIMATE FOR
KANSAS

LOCATION SOUTH JCT TO EAST CONNELL | DETAILS OF ESTIMATE | PLAN ITEM : PSI009290R1 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

2008 PX WICHITA INSTALL CONSTANT WARNING AND FLASHER WITH GATES AND 4TK REMOTE AT 31ST STREET IN WICHITA, KS.
KANSAS DIV., ARKANSAS CITY SUBDIV., L/S 7400, M.P. 216.2, DOT # 009290R
MONTHLY POWER UTILITY COST CENTER : 61829

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

REVISED TO NEW PRICING LIST 09/04/03

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

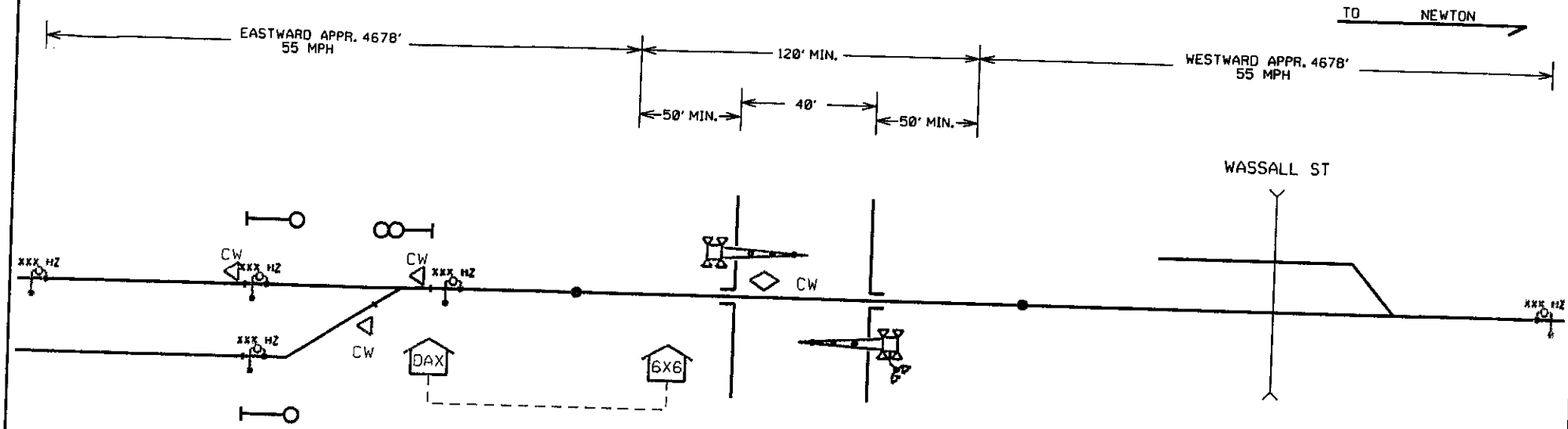
********** SIGNAL WORK ONLY **********

THE STATE OF KANSAS IS FUNDING THIS PROJECT 100%.

| DESCRIPTION | QUANTITY | U/M | COST | TOTAL $ |
|---|---|---|---|---|
| ********** | | | | |
| LABOR | | | | |
| ********** | | | | |
| ELECTRICAL LABOR F/POWER TRANS SYS | 108.0 | MH | 2,603 | |
| SIGNAL FIELD LABOR - CAP | 1600.0 | MH | 35,610 | |
| SIGNAL SHOP LABOR - CAP | 144.0 | MH | 3,320 | |
| PAYROLL ASSOCIATED COSTS | | | 33,641 | |
| EQUIPMENT EXPENSES | | | 10,797 | |
| DA LABOR OVERHEADS | | | 41,533 | |
| INSURANCE EXPENSES | | | 6,644 | |
| TOTAL LABOR COST | | | 134,148 | 134,148 |
| ********** | | | | |
| MATERIAL | | | | |
| ********** | | | | |
| 4TK REMOTE | | | | |
| ADV PREEMPT MATERIAL | 1.0 | LS N | 77,227 | |
| BATTERY | 1.0 | LS N | 5,803 | |
| BUNGALOW 6X6 | 1.0 | EA N | 4,120 | |
| BUNGALOW MATERIAL | 1.0 | EA N | 8,612 | |
| CABLE | 1.0 | LS N | 4,399 | |
| CHARGERS | 1.0 | EA N | 4,096 | |
| CONDUIT, PVC 4", SCH 80 | 1.0 | LS N | 810 | |
| CONSTANT WARNING | 60.0 | FT N | 234 | |
| DAX CABLE | 1.0 | EA N | 18,163 | |
| DUMMY LOAD | 1.0 | LS N | 4,840 | |
| FIELD MATERIAL | 4.0 | EA N | 1,684 | |
| FOUNDATION | 1.0 | LS N | 4,073 | |
| GATE KEEPER | 2.0 | EA N | 970 | |
| GATE MECH. MODEL S-60 | 2.0 | EA N | 3,550 | |
| LAMP RESISTOR | 2.0 | EA N | 14,486 | |
| LED LIGHT ADJUSTMENT | 1.0 | EA N | 761 | |
| LED LIGHT GATE KIT | 10.0 | EA N | 2,240 | |
| LIGHT OUT DETECTOR | 2.0 | EA N | 732 | |
| MATERIAL FOR ELECTRICAL | 1.0 | EA N | 682 | |
| RECORDER | 2.0 | EA | 3,000 | |
| SHUNT, NBS | 1.0 | EA N | 2,220 | |
| SIDELIGHT COMPLETE | 2.0 | EA N | 1,696 | |
| TELLULAR DEVICE | 1.0 | EA N | 775 | |
| MATERIAL HANDLING | 1.0 | EA N | 2,500 | |
| USE TAX | | | 150 | |
| | | | 10,628 | |

| | | | |
|---|---|---|---|
| OFFLINE TRANSPORTATION | | 2,100 | |
| TOTAL MATERIAL COST | | 180,551 | 180,551 |
| ********** | | | |
| OTHER | | | |
| ********** | | | |
| AC POWER SERVICE | 2.0 EA | 10,000 | |
| CONTRACT ENGR. | 1.0 EA N | 10,000 | |
| FILL DIRT | 50.0 CY N | 1,250 | |
| SURFACE ROCK | 50.0 CY N | 1,250 | |
| TOTAL OTHER ITEMS COST | | 22,500 | 22,500 |
| PROJECT SUBTOTAL | | | 337,199 |
| CONTINGENCIES | | | 33,719 |
| BILL PREPARATION FEE | | | 1,855 |
| GROSS PROJECT COST | | | 372,773 |
| LESS COST PAID BY BNSF | | | 0 |
| TOTAL BILLABLE COST | | | 372,773 |

# BNSF RAILWAY COMPANY




31ST STREET

DOT* 009 290 R

INSTALL: LED'S

CONTROL DEVICES: CONSTANT WARNING

[redacted]

- OUT

SALVAGE: NONE

N

INSTRUMENT HOUSE

BELL

METER

CROSSING CONTROLL CONNECTIONS

BIDIRECTIONAL CROSSING CONTROL

UNIDIRECTIONAL CROSSING CONTROL

COUPLER OR TERMINATION

GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:
Min. 4'3" with curb.
Min. 8'3" without curb.
Max. 12'
House Clearance: 25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

*BNSF RAILWAY CO.*
LOCATION: WICHITA, KS
STREET: 31ST STREET
LS: 7400
M.P. 216.2
DOT # 009 290 R
DIVISION: KANSAS
SUBDIVISION: ARKANSAS CITY
KANSAS CITY
NO SCALE
DATE: 04/11/08
FILE: 7400216_2.dgn
SMP

**Agenda Item No. 9.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Contract with ICOP Digital, Inc. for In-Car Digital Surveillance System

**INITIATED BY:** Wichita Police Department

**AGENDA:** New Business

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**Recommendation:** Approve contract, approve any necessary budget adjustments.

**Background:** The Police Department has been researching the use of in-car video cameras. In fall 2007, the department began planning a pilot program, in which a limited number of cameras will be purchased. The benefits and operating costs of the pilot group of cameras will be evaluated, with potential program changes possible after the evaluation period. Eight vehicles (two at each patrol bureau) that are used predominantly for traffic enforcement will initially be outfitted with In-Car Digital Surveillance systems.

**Analysis:** A Request for Proposal (RFP) was developed and sent to thirty-four (34) vendors to provide newest technology for In-Car Digital Surveillance System. There were four (4) vendors that submitted and responded to the proposal. A staff screening selection committee selected ICOP Digital Inc., based in Lenexa, Kansas. The ICOP product selection was based on ease of installation, less drain on car batteries, and lowest proposed cost along with their qualifications, competence and capacity to provide the most beneficial solution for the Police Department.

**Financial Consideration:** The proposed contract with ICOP Digital Inc. is for a not to exceed amount of $75,920.44. This will fund eight video systems, as well as servers, software and other computer equipment to download and store data. The recommended funding source for the cameras and vehicle related equipment is the Fleet Fund. The Fleet Fund will recover its investment through the lease rates charged on Police vehicles. For the computer hardware and software, funding is available in the IT Equipment Replacement Fund.

**Goal Impact:** Provide a safe and secure community for the City of Wichita.

**Legal Consideration:** The Law Department will review and approve the contract as to form.

**Recommendation/Actions:** It is recommended that City Council approve the contract, authorize the appropriate signatures and approve any necessary budget transfers.

# CONTRACT
# for
# IN-CAR DIGITAL SURVEILLANCE SYSTEM

**THIS CONTRACT** entered into this 10th day of June, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ICOP DIGITAL, INC.,** 16801 West 116th Street, Lenexa, KS 66219, Telephone Number (913) 338-5550, hereinafter called **"VENDOR"**.

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for **In-Car Digital Surveillance System** (Formal Proposal – FP700074) [Commodity Code Number – 68087] and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP700074 [Commodity Code Number 68087] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the process for Formal Proposal – FP700074, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following **unit price** for Formal Proposal – FP700074 [Commodity Code Number 68087] for the Police Department as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of November 8, 2007 and as approved by the City Council on June 10, 2008.

| DESCRIPTION | QUANTITY | PRICE |
|---|---|---|
| **ICOP MODEL 20/20-W DIGITAL VIDEO RECORDER and two cameras with a One Year Warranty Included (includes ability for an additional future camera)** | **8 EACH** | **$4,750.00** |

| DESCRIPTION | QUANTITY | PRICE |
|---|---|---|
| COLLISSION SENSOR | 8 EACH | $ 65.00 |
| ICOP SERVER | | |
| Max Tower (12TB RAIDS Array)<br>OS Drives, Opteron 2.4 Ghz, 1GB Ram,<br>16X DVD-R, MS Server 2003, Inc MKS | 4 EACH | $6,375.11 |
| HARD DRIVE DOCKING STATIONS | 4 EACH | $ 300.00 |
| SOFTWARE | | |
| ICOP Video Media Management<br>System Software | 4 EACH | $1,500.00 |
| ACCESSORIES | | |
| ADDITIONAL 40 GB HARD DRIVE | 8 EACH | $ 400.00 |
| ON-SITE TRAINING & INSTALLATION | 1 Lump Sum | $1,500.00 |

On-Site training for up to (8) supervisors and (32) police officers with two IT/IS staff will be required with a minimum of two (4) hour classes on two different days for training.
One Installation training session should be completed for fleet staff on all aspects of installation procedures.

| | | |
|---|---|---|
| Shipping & Handling Charges | 1 Lump Sum | $600.00 |

Total Contract with a not to exceed amount of $$76,520.44

3. **Warranty Term.** The term of this warranty period shall be from **July 1, 2008 through June 30, 2009 or after installation of the above equipment**. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **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 **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each occurrence<br>$500,000 each aggregate |
| Property Damage Liability | $500,000 each occurrence<br>$500,000 each aggregate |
| Or | |
| Bodily Injury and Property Damage Liability (Combined Single Limit) | $500,000 each occurrence<br>$500,000 each aggregate |

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each accident |
| Property Damage Liability | $500,000 each accident |
| Or | |
| Bodily Injury and Property Damage Liability (Combined Single Limit) | $500,000 each accident |

3. Workers' Compensation/Employers Liability for minimum limits of:

| | |
|---|---|
| Employers Liability | $100,000 each accident |

The Insurance Certificate must contain the following:

A. Statement that the Contractural Liability includes the Liability of the City of Wichita assumed by the VENDOR in the contract documents.

B. Cancellation – should any of the above polices be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent VENDOR. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration**. The VENDOR and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in proposal or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the VENDOR or **VENDOR** represents the he or she is duly authorized by the VENDOR or VENDOR to execute this contract, and that the VENDOR or VENDOR has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

Janis Edward
Deputy City Clerk

**CITY OF WICHITA, KANSAS**

Carl G. Brewer
Mayor

**APPROVED AS TO FORM:**

Gary E. Rebenstorf
Director of Law

**ICOP DIGITAL, INC.**

*(Signature)*

Laura E. Owen
*(Print Name)*

President & Chief Operating Officer
*(Title-President or Corporate Officer)*

Exhibit A

## REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

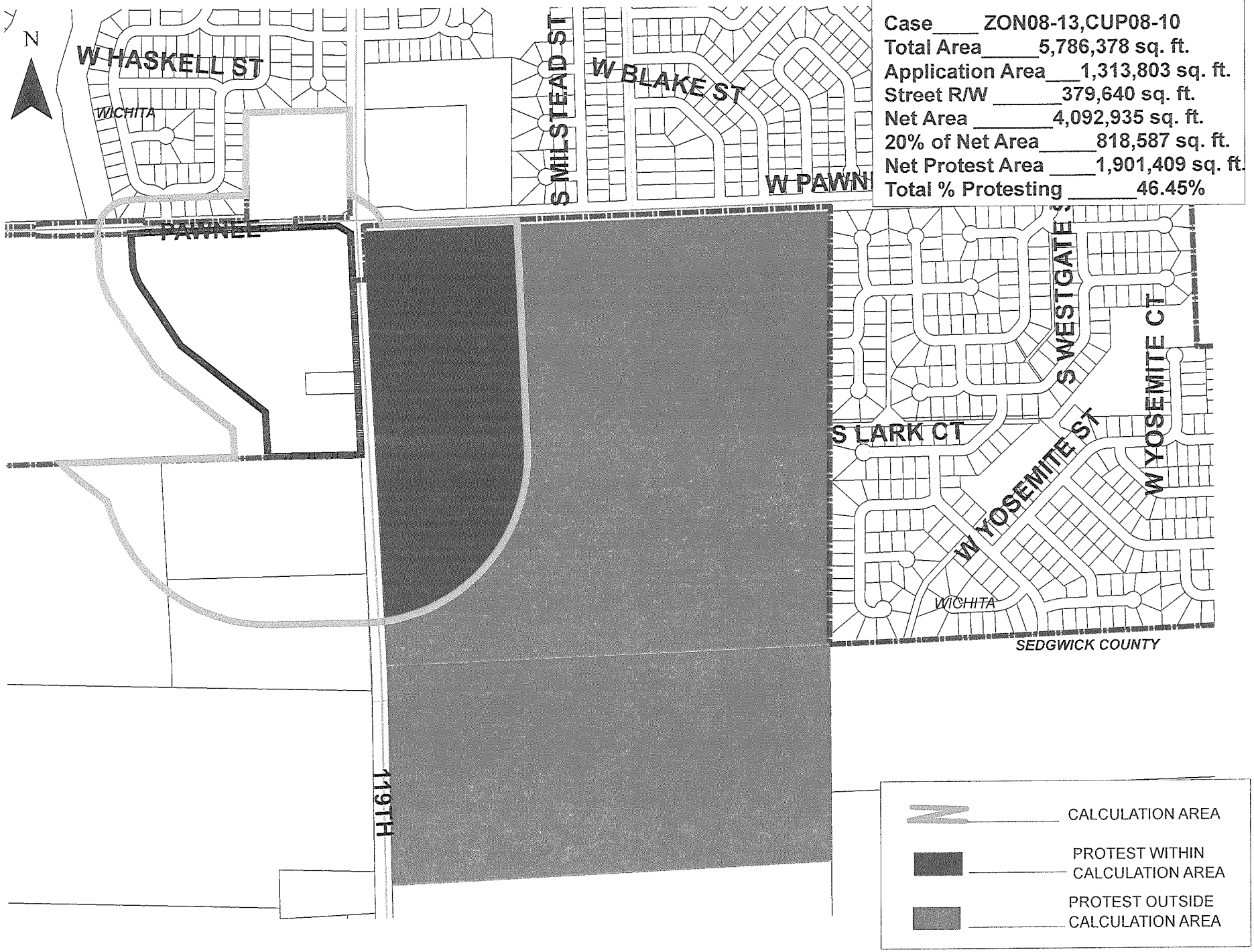
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

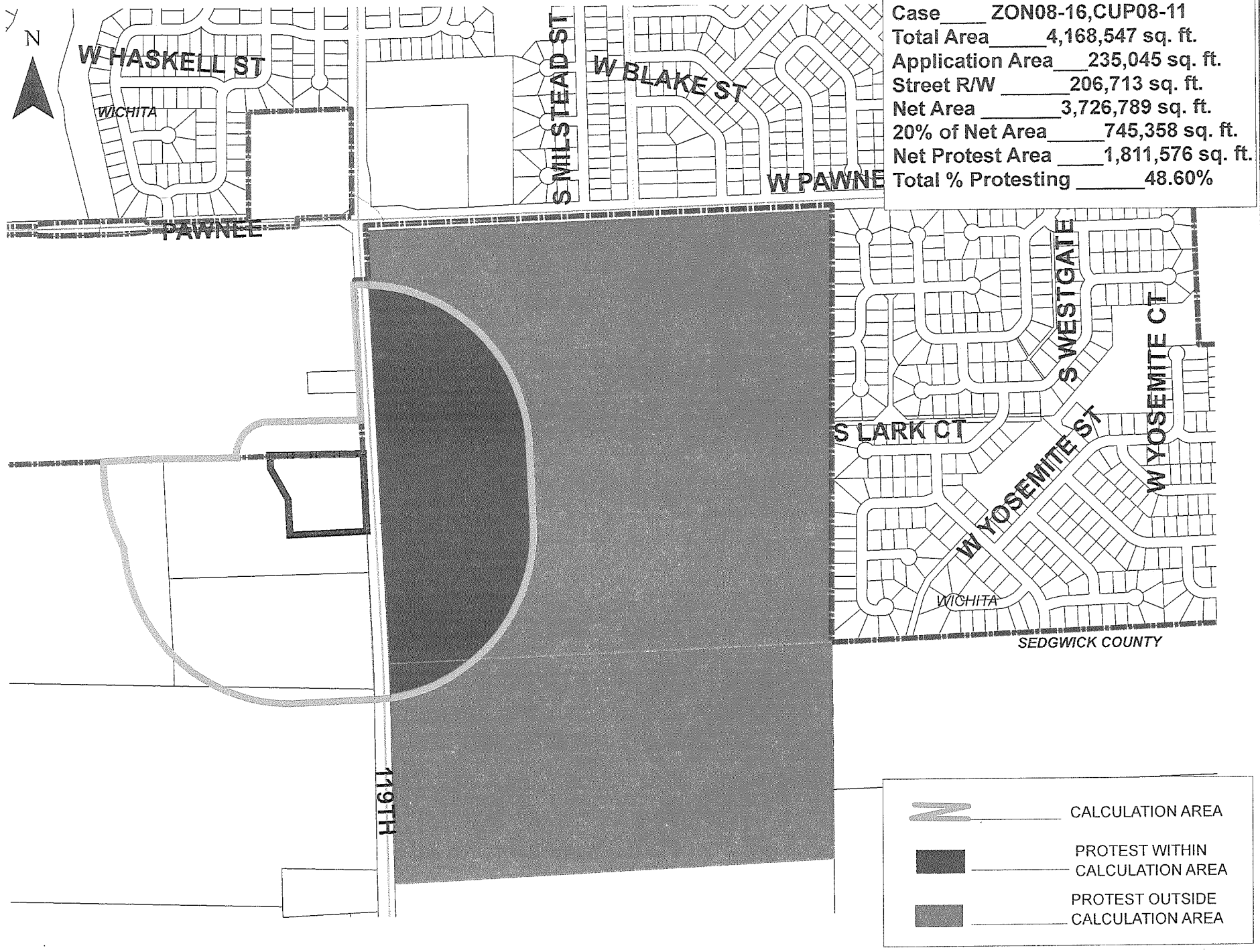
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

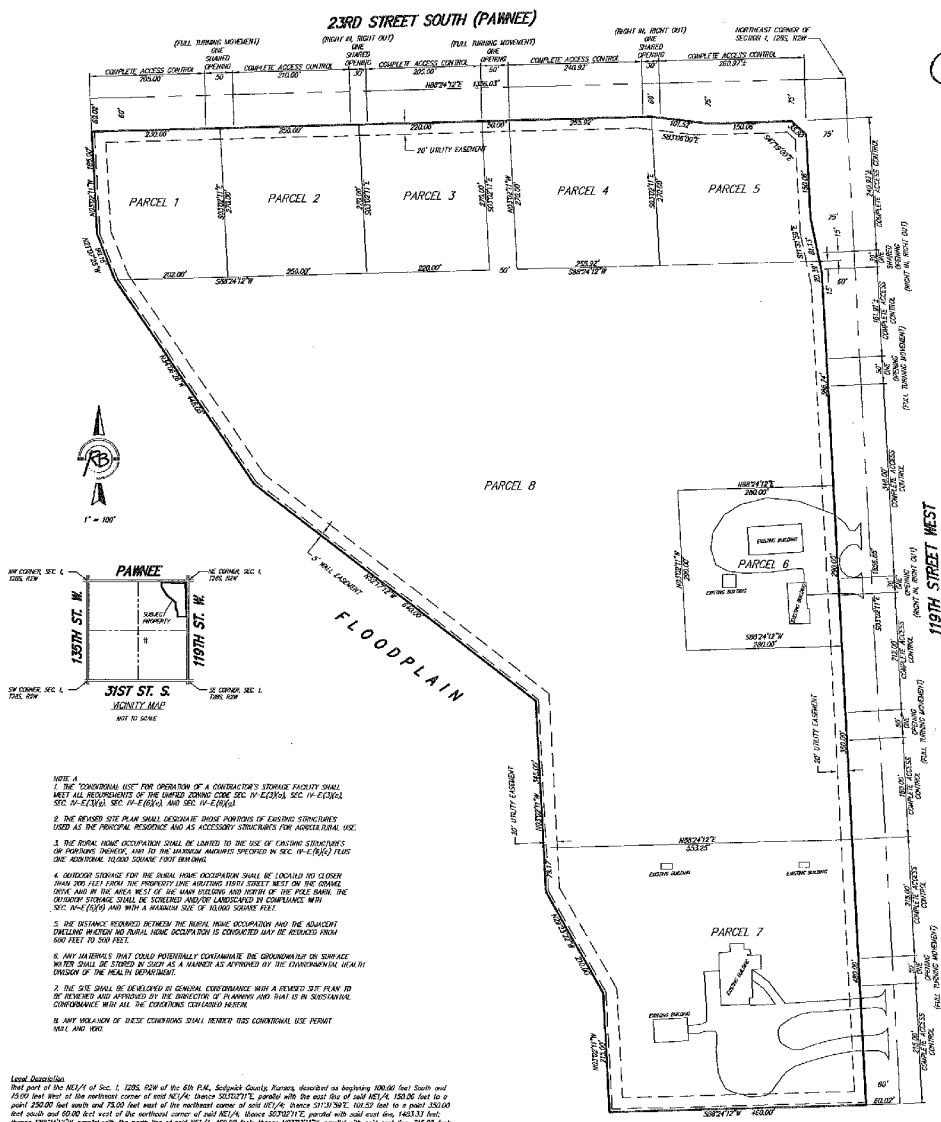
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.


Case____ ZON08-13,CUP08-10
Total Area_____5,786,378 sq. ft.
Application Area___1,313,803 sq. ft.
Street R/W _____379,640 sq. ft.
Net Area _____4,092,935 sq. ft.
20% of Net Area_____818,587 sq. ft.
Net Protest Area ____1,901,409 sq. ft.
Total % Protesting _____46.45%
N
W HASKELL ST
WICHITA
S MILSTEAD ST
W BLAKE ST
W PAWNEE
PAWNEE
S WESTGATE
W YOSEMITE CT
S LARK CT
W YOSEMITE ST
WICHITA
SEDGWICK COUNTY
119TH
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA


N
W HASKELL ST
WICHITA
S MILSTEAD ST
W BLAKE ST
W PAWNEE
PAWNEE
S WESTGATE
W YOSEMITE CT
S LARK CT
W YOSEMITE ST
WICHITA
SEDGWICK COUNTY
119TH
Case ZON08-16,CUP08-11
Total Area 4,168,547 sq. ft.
Application Area 235,045 sq. ft.
Street R/W 206,713 sq. ft.
Net Area 3,726,789 sq. ft.
20% of Net Area 745,358 sq. ft.
Net Protest Area 1,811,576 sq. ft.
Total % Protesting 48.60%
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

# GIRRENS ADDITION
# COMMERCIAL COMMUNITY UNIT PLAN

## Sedgwick County, Kansas




NOTE A

1. THE "CONDITIONAL USE" FOR OPERATION OF A CONTRACTOR'S STORAGE FACILITY SHALL MEET ALL REQUIREMENTS OF THE UNIFIED ZONING CODE SEC. IV-E(3)(a), SEC. IV-E(3)(c), SEC. IV-E(3)(e), SEC. IV-E(8)(a), AND SEC. IV-E(8)(c).

2. THE REVISED SITE PLAN SHALL DESIGNATE THOSE PORTIONS OF EXISTING STRUCTURES USED AS THE PRINCIPAL RESIDENCE AND AS ACCESSORY STRUCTURES FOR AGRICULTURAL USE.

3. THE RURAL HOME OCCUPATION SHALL BE LIMITED TO THE USE OF EXISTING STRUCTURES OR PORTIONS THEREOF, AND TO THE MAXIMUM AMOUNTS SPECIFIED IN SEC. IV-E(8)(c) PLUS ONE ADDITIONAL 10,000 SQUARE FOOT BARN.

4. OUTDOOR STORAGE FOR THE RURAL HOME OCCUPATION SHALL BE LOCATED TO CLOSER THAN 200 FEET FROM THE PROPERTY LINE ADJOINING 119TH STREET WEST ON THE GIRRENS DRIVE AND IN THE AREA WEST OF THE MAIN DWELLING AND NORTH OF THE POLE BARN. THE OUTDOOR STORAGE SHALL BE SCREENED AND/OR LANDSCAPED IN COMPLIANCE WITH SEC. IV-E(5)(h) AND WITH A MAXIMUM SIZE OF 10,000 SQUARE FEET.

5. THE DISTANCE REQUIRED BETWEEN THE RURAL HOME OCCUPATION AND THE ADJACENT DWELLING WHICH IS NO RURAL HOME OCCUPATION IS CONJECTED MAY BE REDUCED FROM 600 FEET TO 300 FEET.

6. ANY MATERIALS THAT COULD POTENTIALLY CONTAMINATE THE GROUNDWATER OR SURFACE WATER SHALL BE STORED IN SUCH AS A MANNER AS APPROVED BY THE ENVIRONMENTAL HEALTH DIVISION OF THE HEALTH DEPARTMENT.

7. THE SITE SHALL BE DEVELOPED IN GENERAL CONFORMANCE WITH A REVISED SITE PLAN TO BE REVIEWED AND APPROVED BY THE DIRECTOR OF PLANNING AND THAT IS IN SUBSTANTIAL CONFORMANCE WITH ALL THE CONDITIONS CONTAINED HEREIN.

8. ANY VIOLATION OF THESE CONDITIONS SHALL RENDER THIS CONDITIONAL USE PERMIT NULL AND VOID.

*Legal Description*

That part of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas, described as beginning 100.00 feet South and 75.00 feet West of the northeast corner of said NE1/4; thence S01°02'11"E, parallel with the east line of said NE1/4, 150.06 feet to a point; 230.00 feet south and 75.00 feet west of the northeast corner of said NE1/4; thence S01°30'56"E, 100.52 feet to a point; 330.00 feet south and 60.00 feet west of the northeast corner of said NE1/4; thence S01°02'11"E, parallel with said east line, 1453.33 feet; thence S88°24'12"W, parallel with the north line of said NE1/4, 400.00 feet; thence N01°02'11"W, parallel with said east line, 215.00 feet; thence N29°23'22"W, 210.00 feet; thence N61°02'11"W, parallel with said east line, 345.60 feet; thence N51°17'12"W, 640.00 feet; thence N31°05'28"W, 445.05 feet; thence N21°07'25"W, 90.16 feet; thence N01°02'11"W, parallel with said east line, 105.00 feet to a line 60.00 feet south of and parallel with said north line; thence N88°24'12"E, parallel with said north line, 1005.90 feet to a point 60 feet south and 350 feet west of the northeast corner of said NE1/4; thence S83°56'00"E, 101.52 feet to a point 75.00 feet south and 250.00 feet west of the northeast corner of said NE1/4; thence N88°24'12"E, parallel with said north line, 150.00 feet to a point 75.00 feet south and 250.00 feet west of the northeast corner of said NE1/4; thence S47°19'00"E, 25.00 feet to the place of beginning.

**GENERAL:** THIS DEVELOPMENT IS PROPOSED TO CONTAIN 33.97 NET ACRES±.

## GENERAL PROVISIONS:

1.) ACCESS CONTROLS/STREET IMPROVEMENTS: ACCESS CONTROLS SHALL BE AS SHOWN ON THE FACE OF THE CUP UNLESS DIFFERENT ACCESS CONTROLS ARE APPROVED THROUGH APPROVAL OF A PLAT OR VACATION. GUARANTEES FOR STREET IMPROVEMENTS NECESSITATED BY DEVELOPMENT OF THE PROPERTY SHALL BE REVIEWED AND DETERMINED THROUGH APPROVAL OF A PLAN. EXISTING USES SHALL BE ALLOWED CURRENT OPENINGS UNTIL THE DEVELOPMENT.

2.) DRAINAGE WILL BE HANDLED AT THE TIME OF PLATTING. REQUIRED DRAINAGE IMPROVEMENTS WILL BE GUARANTEED WITH THE FINAL PLAT.

3.) BUILDING SETBACKS: MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH ARTICLE IV, SEC. IV-C.2.b(2)(a) OF THE CITY OF WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE.

| | |
|---|---|
| BUILDING SETBACK AGAINST PAWNEE | – 35 FEET |
| BUILDING SETBACK ALONG 119TH STREET WEST | – 35 FEET |
| BUILDING SETBACK ALONG SOUTH PROPERTY LINE | – 35 FEET |
| BUILDING SETBACK ALONG WEST PROPERTY LINE | – 35 FEET |
| INTERIOR SIDE SETBACKS (SAME OWNERSHIP) | – 0 FEET |
| INTERIOR SIDE SETBACKS | – 30 FEET |

4.) PARKING SHALL BE IN ACCORDANCE WITH ARTICLE IV, SEC. IV-A OF THE UNIFIED ZONING CODE.

5.) SIGNS: ADVERTISING SIGNS SHALL BE IN ACCORDANCE WITH SECTION 21.04 OF THE CODE OF THE CITY OF WICHITA. NO OFF-SITE OR OUTDOOR SIGNS SHALL BE ALLOWED. WINDOW DISPLAY SIGNS ARE LIMITED TO 25% OF WINDOW AREA, AND FLASHING SIGNS (EXCEPT TIME AND TEMP. SIGNS AND PUBLIC SERVICE MESSAGES), ROTATING OR MOVING SIGNS, SIGNS WITH MOVING LIGHTS OR SIGNS WHICH CREATE ILLUSIONS OF MOVEMENT ARE NOT PERMITTED. SIGNAGE SHALL BE RESTRICTED TO MONUMENT TYPE SIGNS AND SHALL NOT EXCEED 20'. AS THE FRONTAGE DEVELOPS ALONG PAWNEE AND 119TH STREET WEST, MONUMENT TYPE SIGNS SHALL BE SPACED A MINIMUM OF 150 FEET APART. NO SIGNS SHALL BE ALLOWED ON THE REAR OF ANY BUILDINGS.

| PAWNEE | |
|---|---|
| PARCEL | SIGN SQUARE FOOTAGE |
| 1 | 115 |
| 2 | 115 |
| 3 | 115 |
| 8 | 200 |
| 4 | 140 |
| 5 | 140 |

| 119TH STREET WEST | |
|---|---|
| PARCEL | SIGN SQUARE FOOTAGE |
| 5 | 140 |
| 8 | 200 |
| 6 | 140 |
| 8 | 200 |
| 7 | 200 |

6.) FIRE LANES: FIRE LANES SHALL BE IN ACCORDANCE WITH THE FIRE CODE OF THE CITY OF WICHITA. PARKING SHALL BE IN ACCORDANCE WITH ARTICLE IV OF THE UNIFIED ZONING CODE. NO PARKING SHALL BE IN SAID FIRE LANES, ALTHOUGH THEY MAY BE USED FOR PASSENGER LOADING AND UNLOADING. PRIOR TO FINAL APPROVAL OF THE PARKING PLAN, THE FIRE CHIEF OR HIS DESIGNATED REPRESENTATIVE, SHALL APPROVE THE PLAN AS TO LOCATION AND DESIGN OF THE APPROPRIATE FIRE LANES, FIRE HYDRANT INSTALLATION AND PAVED ACCESS TO ALL BUILDING SITES SHALL BE PROVIDED FOR EACH PHASE OF CONSTRUCTION PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

7.) A LANDSCAPE PLAN SHALL BE PREPARED AS PER CITY OF WICHITA LANDSCAPE ORDINANCE, FOR EACH PARCEL AND APPROVED BY THE CITY OF WICHITA PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS. DEVELOPMENT OF ALL PARCELS WITHIN THE C.U.P. SHALL COMPLY WITH A SHARED PALETTE OF LANDSCAPE MATERIALS AMONG PARCELS. A LANDSCAPE PLAN SHALL BE PREPARED BY A KANSAS LANDSCAPE ARCHITECT FOR THE ARBOR REFERENCED LANDSCAPING, INDICATING THE TYPE, LOCATION, AND SPECIFICATIONS OF ALL PLANT MATERIAL. THIS PLAN SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR THEIR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMITS. A FINANCIAL GUARANTEE FOR THE PLANT MATERIAL APPROVED ON THE LANDSCAPE PLAN FOR THAT PORTION OF THE C.U.P. BEING DEVELOPED SHALL BE REQUIRED PRIOR TO ISSUANCE OF ANY OCCUPANCY PERMIT, IF THE REQUIRED LANDSCAPE HAS NOT BEEN PLANTED.

8.) TRASH RECEPTACLES, MECHANICAL EQUIPMENT, LOADING DOCKS, OUTDOOR WORK AND STORAGE, AND LOADING AREAS SHALL BE APPROPRIATELY SCREENED, WITH SIMILAR MATERIALS TO THE MAIN BUILDING TO ADEQUATELY HIDE THEM FROM GROUND VIEW, AS PER THE UNIFIED ZONING CODE.

9.) THE TRANSFER OF TITLE OF ALL OR ANY PORTION OF THE LAND INCLUDED WITHIN THE COMMUNITY UNIT PLAN DOES NOT CONSTITUTE A TERMINATION OF THE PLAN OR ANY PORTION THEREOF, BUT SAID PLAN SHALL RUN WITH THE LAND AND BE BINDING UPON THE PRESENT OWNERS, THEIR SUCCESSORS AND ASSIGNS, UNLESS AMENDED.

10.) IF MULTIPLE OWNERSHIP IS ANTICIPATED, AN OWNERS ASSOCIATION AGREEMENT PROVIDING FOR THE MAINTENANCE OF RESERVES, OPEN SPACE, INTERNAL DRIVES, PARKING AREAS, DRAINAGE IMPROVEMENTS, WALLS ETC. SHALL BE FILED WITH THE PLAT. ALL DRIVES AND PARKING AREAS SHALL BE OWNED AND MAINTAINED BY THE OWNER'S ASSOCIATION(S) WHERE APPROPRIATE.

11.) THE DEVELOPMENT OF THIS PROPERTY SHALL PROCEED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION AND APPROVED BY THE GOVERNING BODY, AND ANY SUBSTANTIAL DEVIATION OF THE PLAN, AS DETERMINED BY THE ZONING ADMINISTRATOR AND THE DIRECTOR OF PLANNING, FOR THE CITY OF WICHITA, SHALL CONSTITUTE A VIOLATION OF THE BUILDING PERMIT AUTHORIZING CONSTRUCTION OF THE PROPOSED DEVELOPMENT.

12.) ANY MAJOR CHANGES IN THIS DEVELOPMENT PLAN SHALL BE SUBMITTED TO THE WICHITA METROPOLITAN AREA PLANNING COMMISSION AND TO THE GOVERNING BODY FOR THEIR CONSIDERATION.

13.) A SIX (6) FOOT SCREENING WALL CONSISTING OF BRICK, WOOD, MASONRY, CONCRETE, ARCHITECTURAL TILE OR SIMILAR MATERIAL (NOT BUILDING WALLS) SHALL BE CONSTRUCTED ALONG THOSE PROPERTY LINES OF THE CUP IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE III, SEC. III-C.2.h(2)(c) OF THE UNIFIED ZONING CODE. THIS SOLID WALL SHALL BE CONSTRUCTED OF A PATTERN AND COLOR THAT IS CONSISTENT OR COMPATIBLE WITH THE BUILDING WALLS.

14.) ANY USES PERMITTED IN THE PARCEL DESCRIPTIONS AS PER A CONDITIONAL USE, SHALL ONLY BE APPROVED IF SPECIFICALLY REVIEWED AND APPROVED BY AMENDMENT TO THE C.U.P.

15.) UNTIL SUCH TIME THAT PUBLIC SANITARY SEWER SYSTEM IS AVAILABLE FOR THE SITE, SANITARY SEWER SERVICE MUST MEET THE REQUIREMENTS OF SEDGWICK COUNTY CODE ENFORCEMENT FOR THE EXISTING USES.

16.) GUARANTEES FOR SPECIFIC STREET IMPROVEMENTS FOR 119TH ST. W. AND PAWNEE SHALL BE FURTHER REVIEWED AND DETERMINED AT THE TIME OF PLATTING.

17.) ALL EXTERIOR LIGHTING SHALL BE DIRECTED TO DIRECT LIGHT DISHEARTENMENT IN A DOWNWARD DIRECTION.

18.) ALL PARCELS SHALL SHARE SIMILAR OR CONSISTENT PARKING LOT LIGHTING ELEMENTS (I.E., FIXTURES, POLES, AND LAMPS, AND ECT.). LIMITED HEIGHT OF LIGHT POLES, INCLUDING FIXTURES, LAMPS AND BASE, TO 24 FEET. EXTENSIVE USE OF HACK LIT CANOPIES AND NEON OR FLUORESCENT TUBE LIGHTING ON BUILDINGS IS NOT PERMITTED.

19.) UTILITIES SHALL BE INSTALLED UNDERGROUND ON ALL PARCELS.

20.) ALL BUILDINGS IN PARCELS 1-3 SEPERATELY AND PARCELS 4-8 SEPERATELY IN THE C.U.P. SHALL SHARE COMPATIBLE ARCHITECTURAL CHARACTER, COLOR, TEXTURE, AND THE SAME PREDOMINATE EXTERIOR BUILDING MATERIAL, AS DETERMINED BY THE DIRECTOR OF PLANNING. BUILDING WALLS AND ROOFS MUST HAVE PREDOMINATELY EARTH-HUE COLORS, WITH VIVID COLORS LIMITED TO INCIDENTAL ACCENT. ANY MUST EMPLOY MATERIALS SIMILAR TO SURROUNDING RESIDENTIAL AREAS. METAL AS AN EXTERIOR MATERIAL SHALL BE LIMITED TO INCIDENTAL ACCENT.

21.) NO PARCEL WITHIN THIS C.U.P. SHALL ALLOW THE USE OF ADULT ENTERTAINMENT ESTABLISHMENTS, SEXUALLY ORIENTED BUSINESS; CORRECTIONAL PLACEMENT RESIDENCES; NIGHT CLUBS IN THE CITY; NIGHT CLUBS IN THE COUNTRY; AND TAVERN AND DRINKING ESTABLISHMENT. RESTAURANTS THAT SERVE LIQUOR CAN BE DEVELOPED AND MAY SERVE LIQUOR, AS LONG AS FOOD IS THE PRIMARY SERVICE OF THE ESTABLISHMENT. RESTAURANTS WITH DRIVE-THROUGH WINDOWS, CONVENIENCE STORES, SERVICE STATIONS, AND VEHICLE REPAIR, LIMITED WILL NOT BE PERMITTED WITHIN 200 FEET OF RESIDENTIAL USES. RESTAURANTS WITH DRIVE-THROUGH WINDOWS SHALL BE DESIGNED TO ENSURE OUTDOOR LANES FOR DRIVE-THROUGH WINDOWS WILL NOT ALLOW VEHICLE REQUEUING IN SUCH A MANNER AS TO FACE RESIDENTIAL ZONING. NO OVERHEAD DOORS SHALL BE ALLOWED WITHIN 200 FEET OF RESIDENTIAL USES AND SHALL NOT BE FACING ANY RESIDENTIAL ZONING DISTRICT. EXTERIOR AUDIO SYSTEMS THAT PRODUCE SOUND BEYOND THE BOUNDARIES OF THE C.U.P. ARE PROHIBITED.

22.) CROSS-LOT CIRCULATION AGREEMENTS SHALL BE REQUIRED AT THE TIME OF PLATTING TO ASSURE INTERNAL VEHICULAR MOVEMENT BETWEEN PARCELS WITHIN THE C.U.P.

23.) APPROVAL OF A SITE CIRCULATION PLAN BY THE PLANNING DIRECTOR IS REQUIRED FOR EACH PHASE OF CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. AN OVERALL SITE PLAN SHALL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PLANNING DIRECTOR PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS. THE SITE PLAN SHALL ENSURE INTERNAL CIRCULATION WITHIN THE PARCELS AND JOINT USE OF INGRESS/EGRESS OPENINGS AND THAT PRIVATE DRIVE OPENINGS ARE NOT IMPACTED/BLOCKED BY THE LAYOUT OF PARKING STALLS OR LANDSCAPING.

24.) A PLAN FOR A PEDESTRIAN WALK SYSTEM SHALL BE SUBMITTED AND APPROVED BY THE DIRECTOR OF PLANNING PRIOR TO THE ISSUANCE OF BUILDING PERMITS. SAID WALK SYSTEM SHALL LINK SIDEWALKS ALONG PAWNEE AND 119TH ST. W. WITH THE PROPOSED BUILDINGS WITHIN THE SUBJECT PROPERTY.

## PARCEL DESCRIPTIONS:

### PARCEL #1

PROPOSED USES: ALL USES ALLOWED IN "GENERAL OFFICE" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.70 ACRES (74,019 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 22,205 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 22,205 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – FOUR |

### PARCEL #2

PROPOSED USES: ALL USES ALLOWED IN "GENERAL OFFICE" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.43 ACRES (62,327 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 20,200 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 20,200 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – FOUR |

### PARCEL #3

PROPOSED USES: ALL USES ALLOWED IN "GENERAL OFFICE" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.30 ACRES (56,628 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 16,988 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 16,988 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – FOUR |

### PARCEL #4

PROPOSED USES: ALL USES ALLOWED IN "LIMITED COMMERCIAL" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.53 ACRES (66,603 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 19,981 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 19,981 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – ONE |

### PARCEL #5

PROPOSED USES: ALL USES ALLOWED IN "LIMITED COMMERCIAL" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.67 ACRES (72,749 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 21,825 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 21,825 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – ONE |

### PARCEL #6

PROPOSED USES: ALL USES ALLOWED IN "LIMITED COMMERCIAL" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 1.82 ACRES (79,279 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 24,000 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 24,000 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – THREE |

### PARCEL #7

PROPOSED USES: ALL USES ALLOWED IN "GENERAL COMMERCIAL" ZONING DISTRICT AND THE CONDITIONAL USE FOR OPERATION OF A CONTRACTOR'S STORAGE FACILITY, SEE "NOTE A".

| | |
|---|---|
| NET AREA: | – 5.49 ACRES (239,175 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 71,800 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 71,800 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – ONE |

### PARCEL #8

PROPOSED USES: ALL USES ALLOWED IN "LIMITED COMMERCIAL" ZONING DISTRICT.

| | |
|---|---|
| NET AREA: | – 13.14 ACRES (572,426 S.F.) |
| MAXIMUM BUILDING COVERAGE | – 30% OR 171,800 S.F. |
| FLOOR AREA RATIO | – .30:1 |
| MAXIMUM GROSS FLOOR AREA | – 171,800 S.F. |
| MAXIMUM BUILDING HEIGHT | – 35' |
| MAXIMUM NUMBER OF BUILDINGS | – ONE |

REVISED: MARCH 27, 2008
REVISED: MARCH 20, 2008
REVISED: MARCH 17, 2008
REVISED: MARCH 3, 2008
DWG FILE: SERVICE OFFICE
PROJECT NO. 3920F
FEBRUARY 22, 2008


Ruggles & Bohm, P.A.
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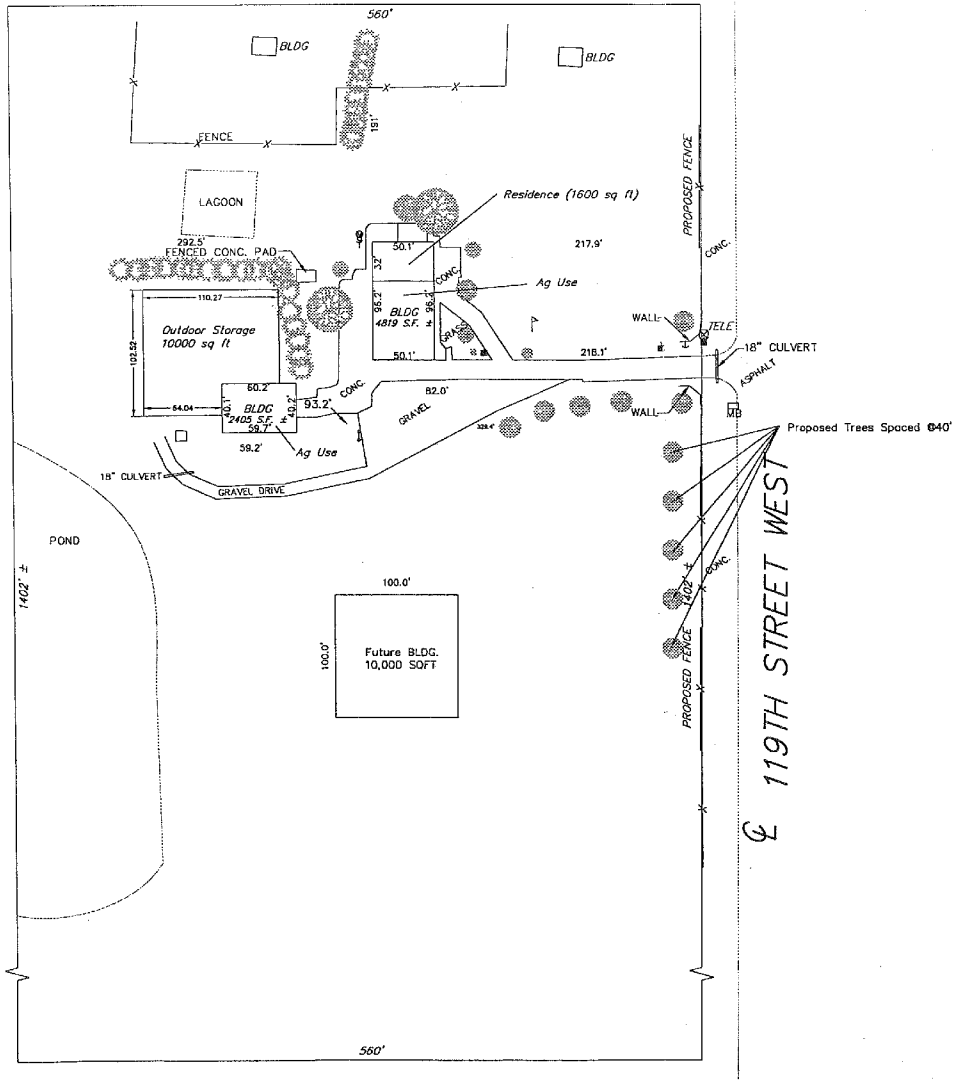
Wichita, Kansas 67203
(316) 264-6021 fax
www.rbkansas.com
(316) 264-5008
E-mail: info@rbkansas.com

# SITE PLAN FOR
# CON2000-00058

## 2659 S. 119TH STREET WEST
## WICHITA, SEDGWICK COUNTY, KANSAS




SCALE

50' 0 50' 100'

### LEGEND

- Light Pole
- Monitoring Well
- Tree
- Bush
- Cedar Tree
- Flagpole
- Mail Box
- Power Pole
- Dead Man
- Fence
- Telephone Pedestal
- Cleanout

SITE PLAN

APPROVED 3/7/01 BY PG

### LEGAL DESCRIPTION

*The East 600 feet of the Southeast 1/4 of the Northeast 1/4, Section 1, Township 28 South, Range 2 West of the 6th Principal Meridian, Sedgwick County, Kansas. Except the East 40 for Road Dedication.*

Applicant: Alan S. Girrens

FILENAME: 00030\00030.bmr


AUSTIN MILLER P.A.
ENGINEERING SERVICES
355 N. Waco; Suite 200 Wichita, KS 67202
316/263-1281 fax: 316/262-5733


© Austin Miller, P. A.

**(150006) Published in The Wichita Eagle on _____**

**ORDINANCE NO. _____**

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.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-13**

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Beginning at the northeast corner of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S03°02'11"E along the east line of said NE1/4, 1,376.85 feet; thence S88°24'12"W, 613.27 feet; thence N03°02'11"W, parallel with said east line, 265.83 feet; thence N52°17'12"W, 640.00 feet; thence N34°06'28"W, 445.05 feet; thence N88°24'12"E, 672.00 feet; thence N03°02'11"W, 330.02 feet to the north line of said NE1/4; thence N88°24'12"E along said north line, 656.03 feet to the place of beginning except the south 350 feet thereof. Generally located on the southwest corner of 119th Street West and Pawnee Avenue.

Zone change request from SF-5 Single-family Residential to General Office on property described as:

The south 350 feet of a tract described as: Beginning at the northeast corner of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S03°02'11"E along the east line of said NE1/4, 1,376.85 feet; thence S88°24'12"W, 613.27 feet; thence N03°02'11"W, parallel with said east line, 265.83 feet; thence N52°17'12"W, 640.00 feet; thence N34°06'28"W, 445.05 feet; thence N88°24'12"E, 672.00 feet; thence N03°02'11"W, 330.02 feet to the north line of said NE1/4; thence N88°24'12"E along said north line, 656.03 feet to the place of beginning.

AND

Commencing at the northeast corner of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S88°24'12"W along the north line of said NE1/4, 656.03 feet for a place of beginning; thence S03°02'11"E, 330.02 feet; thence S88°24'12"W, parallel with said north line, 672.00 feet; thence N21°07'25"W, 90.16 feet; thence N03°02'11"W, 245.02 feet to said north line; thence N88°24'12"E along said north line, 700.00 feet to the place of beginning.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and

said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this _____ day of _____, 200__.**

**ATTEST:**

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

**(150006) Published in The Wichita Eagle on _____**

**ORDINANCE NO. _____**

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.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-16**

Zone change request from SF-5 Single-family Residential to GC Limited Commercial on property described as:

That part of the Northeast Quarter of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas, described as beginning 100.00 feet South and 75.00 feet West of the northeast corner of said Northeast Quarter; thence S03°02'11"E, parallel with the east line of said Northeast Quarter, 150.06 feet to a point 250.00 feet south and 75.00 feet west of the northeast corner of said NE1/4; thence S11°31'59"E, 101.52 feet to a point 350.00 feet south and 60.00 feet west of the northeast corner of said Northeast Quarter; thence S03°02'11"E, parallel with said east line, 1483.33 feet; thence S88°24'12"W, parallel with the north line of said Northeast Quarter, 460.00 feet; thence N03°02'11"W, parallel with said east line, 215.00 feet; thence N29°23'22"W, 210.00 feet; thence N03°02'11"W, parallel with said east line, 345.00 feet; thence N52°17'12"W, 640.00 feet; thence N34°06'28"W, 445.05 feet; thence N21°07'25"W, 90.16 feet; thence N03°02'11"W, parallel with said east line, 185.00 feet to a line 60.00 feet south of and parallel with said north line; thence N88°24'12"E, parallel with said north line, 1005.92 feet to a point 60 feet south and 350 feet west of the northeast corner of said NE1/4; thence S83°06'00"E, 101.52 feet to a point 75.00 feet south and 250.00 feet west of the northeast corner of said NE1/4; thence N88°24'12"E, parallel with said north line, 150.06 feet to a point 75.00 feet south and 250.00 feet west of the northeast corner of said Northeast Quarter; thence S47°19'00"E, 35.80 feet to the place of beginning.

Except the following described tracts:

Commencing at the northeast corner of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S88°24'12"W along the north line of said NE1/4, 656.03 feet for a place of beginning; thence S03°02'11"E, 330.02 feet; thence S88°24'12"W, parallel with said north line, 672.00 feet; thence N21°07'25"W, 90.16 feet; thence N03°02'11"W, 245.02 feet to said north line; thence N88°24'12"E along said north line, 700.00 feet to the place of beginning.

AND

Beginning at the northeast corner of the NE1/4 of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S03°02'11"E along the east line of said NE1/4, 1,376.85 feet; thence S88°24'12"W, 613.27 feet; thence N03°02'11"W, parallel with said east line,

265.83 feet; thence N52°17'12"W, 640.00 feet; thence N34°06'28"W, 445.05 feet; thence N88°24'12"E, 672.00 feet; thence N03°02'11"W, 330.02 feet to the north line of said NE1/4; thence N88°24'12"E along said north line, 656.03 feet to the place of beginning.

Generally located west of 119th Street West one-fourth mile south of Pawnee Avenue.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this _____ day of _____, 200__.**

**ATTEST:**

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law

**INTEROFFICE MEMORANDUM**

**TO:** Wichita City Council

MAPC Members

**FROM:** Kelli Glassman,, Neighborhood Assistant, District 4

**SUBJECT:** CUP2008-10/CUP2008-11 AND ZON2008-13/ZON2008-16 DP-312 Girrens Addition Commercial Community Unit Plan

**DATE:** April 9, 2008

On Wednesday, April 2, the *District Advisory Board (DAB) for Council District 4* considered a request to create a commercial community unit plan ("CUP") containing 33.97 acres with eight parcels. Part of the application area is located within the county while part is in the city.

The DAB Members were provided the public notice and MAPD staff comments for review.

**DAB members voted 9-0 (1 abstention) to recommend approval of the request with revised staff recommendations.**

**Bill Wood, 1551 N Waterfront, representing the landowner to the east,** expressed concerns over the size of the parcels in relation for the requested use.

Please review this information when this request is considered.

EXCERPT OF THE APRIL 10, 2008 MAPC HEARING

**Case No.: CUP2008-10 and ZON2008-13 (City) and CUP2008-11 and ZON2008-16 (County)** William H. Becker Jr., and Marilyn J. Becker Living Trust and Alan S. Girrens (owners); Ruggles & Bohm, P.A., c/o Terry Smythe (Agent) Request Creation of DP-312 Girrens Addition Commercial Community Unit Plan, a joint City (CUP2008-10) and County (CUP2008-11) community unit plan and City zone change (ZON2008-13) from "SF-5" Single-family Residential to "LC" Limited Commercial and County zone change (ZON2008-16) from "SF-20" Single-family Residential to "GC" General Commercial. Generally located on the southwest corner of 119th Street West and Pawnee Avenue.

**BACKGROUND:** The applicant proposes to create a commercial community unit plan ("CUP") containing 33.97 acres with eight parcels. Part of the application area is located within the county while part is in the city.

The requested zone change and CUP within the unincorporated area of Sedgwick County (CUP2008-11 and ZON2008-16) consists of one parcel (Parcel 7-5.44 acres) located one-fourth mile south of the intersection of Pawnee Avenue and 119th Street West. Proposed zoning for this parcel is GC General Commercial ("GC"). Currently the property is subject to a conditional use for a rural home occupation for a landscape contractor's business (CON2000-58), granted for a 10-year period that expires December 21, 2010. As requested by this CUP application, the parcel could continue in use as a landscape contractor's storage yard (construction sales and service) in the future with the same conditions as CON2000-58 except the time limit would be removed. The conditions of the CON2000-58 are incorporated as "Note A" on the CUP.

The requested zone change and CUP within the City of Wichita (CUP2008-10 and ZON2008-13) consists of Parcels 1-6 and Parcel 8. Requested zoning for Parcel 1 (1.40 acres), Parcel 2 (1.55 acres) and Parcel 3 (1.36 acres) is GO General Office ("GO"). These parcels are located south of Pawnee Avenue on the west end of the proposed development. Requested zoning for Parcels 4-6 and Parcel 8 is LC Limited Commercial ("LC"). Parcel 4 (1.59 acres) is located along Pawnee Avenue and adjoins Parcel 5 (1.45 acres) at the intersection of Pawnee Avenue and 119th Street West. Parcel 8 comprises the majority of the CUP (19.35 acres). Parcel 6 is a smaller parcel (1.86 acres) surrounded by Parcel 8 and currently is developed with a residence.

The applicant has eliminated the following uses: adult entertainment establishment, sexually oriented business, correctional placement residences, nightclub in the City, nightclub in the County and tavern or drinking establishment. Restaurants with drive-through windows, convenience stores, service stations and vehicle repair, limited, will not be permitted within 200 feet of residential uses, and drive-through lanes are to be designed to ensure queuing lanes do not align vehicle headlights facing residential zoning. No overhead doors shall be allowed within 200 feet of residential uses and shall not be facing any residential zoning district. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.

Prior to the CON2000-58 case, a requested zone change to LI Limited Industrial ("LI") to operate the contractor's business (without the associated rural home occupation) was withdrawn

after recommendation for denial by staff and opposition from surrounding landowners. LI zoning was viewed as inappropriate due to its intensity and its potential to be a deterrent to future residential development in the area. Another factor was the mid-mile location of the site, which is contrary to commercial locational guidelines. The ten year time-frame anticipated the operation of a use that is more rural in character until the time when the vicinity was ripe for urban-type development.

The current request for GC for Parcel 7 would prohibit the following GC uses: manufacturing, limited and general; welding/machine shop, gas and fuel storage and sales, warehousing, wholesale or business services, printing and publishing, general, vehicle repair, limited and general, recreational vehicle campground, recycling processing center, animal care, general, kennel, hobby and boarding/ breeding/ training, monument sales, microbrewery and auditorium or stadium. GC is the first zoning district that both allows a full-scale contractor's storage yard and allows residential uses. It is recommended that these restrictions be further limited to allowing the continued use of the parcel as the landscape contractor's storage yard (including the continued occupation of the residence as a part of the conditional use requirements) or to those uses permitted in the GO district.

Maximum building coverage for the CUP and the parcels would be 30 percent; maximum gross floor area would be 35 percent of total land area, and maximum building height would be 35 feet. The number of permitted buildings would be one for Parcels 4 and 5, three for Parcel 6, four for Parcels 2-3 and five for Parcels 7 and 8.

The CUP provides wall requirements (except wood is added as a possible material), screening of trash receptacles, loading docks, outdoor storage and loading areas and roof-top equipment and exterior setbacks per the UZC. It provides architectural compatibility, shared landscape palette and consistency in parking lot elements with heights limited to 24 feet for base, pole and fixtures to enhance the planned appearance of the development. Use of wood material requires approval by the Governing Body as a deviation from the UZC CUP requirements.

Monument signage would be limited to 20 feet in height. Portable and off-site signs would be prohibited. Flashing signs (except time and temperature signs and public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement would be prohibited; window signs would be limited to 25 percent of window area and wall signage on the rear of buildings prohibited. The CUP requires cross-lot circulation, pedestrian connectivity between the buildings and the arterial streets and internal circulation not impeding movement between parcels.

The property is in agricultural use except for the residence on Parcel 6, located on land zoned SF-5, and except for the residence associated with the rural home occupation for the landscape contractor's business on Parcel 7, located on land zoned SF-20 with CON2000-58. The property to the north is being developed with a single-family subdivision, Turkey Creek Addition, on property zoned SF-5. A nine-acre vacant tract zoned SF-20 is located at the northwest corner. A church is located on the northeast corner on property zoned SF-5, surrounded by Flat Creek Addition with single-family residences. The land to the east of 119$^{th}$ Street West is zoned SF-20 and in agricultural use. The property to the south also is zoned SF-20 and is in agricultural use.

The remnant of CON2000-58 extends about 400 feet south of Parcel 7 to include a "future building" that has not been built. The tributary to the Calfskin Creek and its floodplain is located to the west of the CUP on property zoned SF-5 and SF-20. West of the Calfskin tributary, single-family residences are being developed in the Southwest Passage Addition.

**CASE HISTORY:** The property is unplatted. The portion in Sedgwick County was part of a zone change request for LI zoning that was withdrawn in 2000 (ZON2000-15) and subsequently approved as CON2000-58.

**ADJACENT ZONING AND LAND USE:**

| | | |
|---|---|---|
| NORTH: | SF-5, SF-20 | Single-family residential, vacant, church |
| EAST: | SF-20 | Agricultural |
| SOUTH: | SF-20 | Agricultural |
| WEST: | SF-5, SF-20 agricultural | Calfskin Creek tributary, single-family residential, vacant, |

**PUBLIC SERVICES:** 119th Street West is classified as an urban minor arterial and is paved as a two lane paved rural principal arterial, and a future project will add shoulders and improve the paving of 119th Street West between Kellogg and Pawnee Avenue. Pawnee Avenue (23rd Street South) west of 119th Street West is classified as a rural major collector and also is paved as a two lane rural road. East of 119th Street West, Pawnee Avenue is classified as an urban minor arterial and is being constructed to four-lane urban standards, including some intersection improvements. The road right-of-way is in the City of Wichita for approximately 350 feet south and west of the intersection and in Sedgwick County for the remainder of the frontage. 2007 traffic volumes (ADTs) were 4,051 vehicles per day on 119th Street West south of Pawnee Avenue and 829 vehicles per day on Pawnee Avenue west of 119th Street West. This would increase substantially with normal levels of commercial development. Calculating an average of 40 trips per day per 1,000 square feet of potential gross floor area (an amount average for a shopping center but substantially below volumes generated by high-traffic uses such as convenience stores, banks with drive-through windows or restaurants), the site could be estimated to generate up to 20,000 trips per day. This amount probably would not be realized in full due to multi-stop shopping trips and pass-by trips or development of parcels at a level below authorized gross floor area that would reduce traffic generation, still the development would radically alter the volume of traffic in the neighborhood.

Access points shown on the CUP generally follow the access management guidelines, with two full movements and two right in/right out approaches on Pawnee Avenue and three full movements and two right in/right out on 119th Street West, most of which are shared openings. It is recommended the westernmost full movement entrance on Pawnee Avenue be aligned with Upland Hills Street.

Water is available at the intersection and sewer is available from Turkey Creek Subdivision to the north of Pawnee Avenue. Other normal public services are available.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide, Map as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County*

*Comprehensive Plan* identifies this area as appropriate for "urban development mix." The property is within the "Wichita 2030 Urban Growth Area." The CUP and proposed LC/GO zoning conforms to the future Land Use Guide Map, except with respect to the amount of commercial zoning (approximately 25 acres) is more than the 4-15 acres recognized in the land use category description of the *Comprehensive Plan* as typical of neighborhood centers associated with local commercial development at arterial intersections. The GC zoning is not in conformance.

In terms of conformance with commercial goals/objectives/strategies and locational guidelines, it partially conforms to **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." It could be construed that it conforms to **Strategy III.B1** of locating local commercial development (neighborhood centers) in areas shown on the Land Use Guide at the intersection of two arterial streets and it is within the area shown for urban expansion. The CUP incorporates provisions conforming to **Strategy III.B.2** of integrating out parcels to planned centers through shared internal circulation, similar landscaping and building materials, and combined ingress/egress. **Strategy III.B.3** seeks to reduce access points along arterial streets; the recommendations conform to the Access Management Policy. **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and **#4** recommends compact clusters versus extended strip development. The proposed CUP restricts the height of parking lot lighting to 24 feet, restricts overhead doors and drive-through windows in proximity to residential zoning. The use of wood for the screening wall does not comply with the UZC requirements. The distance between the CUP and the adjacent subdivision is one-third mile, across a 100-year flood plain; however, the terrain is flat so the rear facades of the commercial activities still would be visible. **Office Locational Guideline #1** states office uses should be generally adjacent to arterials, **Guideline #3** recommends incorporating local, service-oriented offices within or adjacent to neighborhood and community scale commercial development and **Guideline #4** sees low density office use as a transitional use. Parcels 1-3 are restricted to GO, and staff recommends limiting the southern portion of the CUP to GO uses. The GC request does not conform to plans and policies due to its location at a mid-mile location and the intensity of GC that is a zoning district intended for regional commercial or industrial locations. It does allow the continuation of an existing use that was developed as a rural home occupation while the surrounding property was more rural in character.

**RECOMMENDATION:** Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year and subject to the following conditions:

A. APPROVE the zone change (ZON2008-13) to LC for Parcels 4, 5 and Parcel 8 except the south 350 feet and GO for Parcels 1, 2, 3, 6 and the south 350 feet of Parcel 8.

B. APPROVE the zone change (ZON2008-16) to GC subject to Note A for Parcel 7:

C. APPROVE the Community Unit Plan (DP-312), subject to the following conditions:

1. Provide guarantees for left turn center lanes and right turn decel lanes to all full movement approaches at time of platting.
2. Align a western drive on Pawnee Avenue with Upland Hills Street.
3. Restrict Parcel 7 to those uses permitted in the GO zoning district and the rural home occupation as approved by CON2000-58.
4. Restrict Parcel 6 and the southern 350 feet of Parcel 8 to GO zoning.
5. If wood is used for the screening wall of parcels zoned LC or GC abutting residential zoning, a buffer of evergreen trees planted at a rate of one tree (with a mature height of at least 20 feet) per 20 linear feet shall be provided in conjunction with the wood fence.
6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
7. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
8. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
9. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-312) includes special conditions for development on this property.
10. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The property is in agricultural use except for the residence on Parcel 6, located on land zoned SF-5, and except for the residence associated with the rural home occupation for the landscape contractor's business on Parcel 7, located on land zoned SF-20 with CON2000-58. The property to the north is being developed with a single-family subdivision, Turkey Creek Addition, on property zoned SF-5. A nine-acre vacant tract zoned SF-20 is located at the northwest corner. A church is located on the northeast corner on property zoned SF-5, surrounded by Flat Creek Addition with single-family residences. The land to the east of 119th Street West is zoned SF-20 and in agricultural use. The property to the south also is zoned SF-20 and is in agricultural use. The remnant of CON2000-58 extends about 400 feet south of Parcel 7 to include a "future building" that has not been built. The tributary to the Calfskin Creek and its floodplain is located to the west of the CUP on property zoned SF-5 and SF-20. West of the Calfskin tributary, the single-family residences are being developed on the Southwest Passage Addition.

2. The suitability of the subject property for the uses to which it has been restricted: The current zoning, SF-5 and SF-20, is suited for development of perhaps half of the property, since the expectation is for a total of 4-15 acres for local commercial development and

the remaining property for urban residential mix. The GO zoning reduces the impact from LC zoning to more in line with the amount of commercial use expected at the arterial intersection.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: GC uses are detrimental to the future desirability of the surrounding properties for residential use, particularly due to the placement of Parcel 7 in the mid-mile location. The length of requested LC zoning extending one-fourth mile south of the intersection would be detrimental to residential use in the vicinity. The recommended restrictions to GO would help mitigate these effects. Wood material for the exterior property line is not in conformance with the CUP standards of the UZC, and, due to the flat terrain, the commercial use could be visible to the adjacent residential developments. To mitigate this impact, increased evergreen buffering is recommended. The additional landscape buffering, coupled with the wide distance of the floodplain separating the commercial and residential development, would be mechanism to comply with the UZC requirement for Governing Body waiver of CUP standards, which is that the waiver meets the objectives of the Comprehensive Plan and good planning practice. Alternatively, the standard masonry wall coupled with the normal Landscape Ordinance buffer requirements would be suitable to screen the commercial and residential uses.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide, Map as amended May 2005" of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for "urban development mix." The property is within the "Wichita 2030 Urban Growth Area." The CUP and proposed LC/GO zoning conforms to the future Land Use Guide Map, except with respect to the amount of commercial zoning (approximately 25 acres) is more than the 4-15 acres recognized in the land use category description of the *Comprehensive Plan* as typical of neighborhood centers associated with local commercial development at arterial intersections. The GC zoning is not in conformance. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, it partially conforms to **Commercial Goal/Objective B** of "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses." It could be construed that it conforms to **Strategy III.B1** of locating local commercial development (neighborhood centers) in areas shown on the Land Use Guide at the intersection of two arterial streets and it is within the area shown for urban expansion. The CUP incorporates provisions conforming to **Stragegy III.B.2** of integrate out parcels to planned centers through shared internal circulation, similar landscaping and building materials, and combined ingress/egress. **Strategy III.B.3** seeks to reduce access points along arterial streets; the recommendations conform to the Access Management Policy. **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and **#4** recommends compact clusters versus extended strip development. The proposed CUP

restricts the height of parking lot lighting to 24 feet, restricts overhead doors and drive-through windows in proximity to residential zoning. The use of wood for the screening wall does not comply with the UZC requirements. The distance between the CUP and the adjacent subdivision is one-third mile, across a 100-year flood plain; however, the terrain is flat so the rear facades of the commercial activities still would be visible. **Office Locational Guideline #1** states office uses should be generally adjacent to arterials, **Guideline #3** recommends incorporating local, service-oriented offices within or adjacent to neighborhood and community scale commercial development and **Guideline #4** sees low density office use as a transitional use. Parcels 1-3 are restricted to GO, and staff recommends limiting the southern portion of the CUP to GO uses. The GC request does not conform to plans and policies due to its location at a mid-mile location and the intensity of GC that is a zoning district intended for regional commercial or industrial locations. It does allow the continuation of an existing use that was developed as a rural home occupation while the surrounding property was more rural in character.

5. Impact of the proposed development on community facilities: The development will add traffic to the arterial streets, which will be mitigated somewhat by shared access drives and by additional left-turn center lanes and right-turn decel lanes. Street improvements underway on Pawnee Avenue east of 119th Street West and planned for 119th Street South between Kellogg and Pawnee Avenue will help alleviate traffic impacts to the north and east. Other municipal services are available.

**DONNA GOLTRY,** Planning Staff presented the staff report.

**MCKAY** clarified previous conditional use approval conditions.

**TERRY SMYTHE, RUGGLES & BOHM, AGENT FOR THE PROPERTY OWNERS**, passed a "Hand Out" to MAPC members. He said they have spent considerable time with staff to come up with a compromise on this application. He said they originally applied for "GC" General Commercial zoning so that the individual to the south could continue his operation. He said in order to keep the business and home site; "GC" zoning was needed. He said they eliminated a lot of uses allowed under "GC" in an attempt to "step down" the zoning to make it more compatible in this general area. He said he would like several questions clarified and said they were willing to accept certain conditions. He said they have had several discussions about compatibility with similar uses in different areas of the City that are currently occurring that have very little or no impact on the areas. He briefly reviewed a number of locations and gave examples where restricted "GC" zoning use does not affect development of single family homes around it. He commented that there was a major flood plain to the west of the area and that the individual on the south owns everything to the south. He said the area to the south may be developed with single family homes in the future. He said they don't think they have a huge compatibility problem if the development is done properly. He referred to the "Hand Out" which reflected the size and length along frontage of several developments in Wichita. He said their request was pretty much standard for neighborhood shopping centers. He said he believed the Comprehensive Plan, which allowed between 4-15 acres for such developments, needed to be updated. Referring to the list, he said it looks like the recommended standard was either ignored

or revised for most of the areas listed; however, he said most reflected the typical size of shopping centers now a days. He said they have approximately 34 acres overall and said east 119th Street is a prime area for commercial uses. In summary, he said the applicant has given up uses in "GC" zoning and that they would meet all requirements and conditions listed in the CUP, including but not limited to landscaping, compatibility setbacks, lighting standards, etc. In addition, he said there are City and County Codes in place with regard to nuisances and noise. He said they would welcome any input on a better way to handle the situation and concluded by stating that he and has worked very hard with staff on the application.

There was brief discussion concerning the location of the closest large commercial development.

**MCKAY** commented that 119th Street is a major street going north and south.

**TAPE 2, SIDE 1**

**MARK BIBERSTEIN, ATTTONEY AT FOULSTON AND SEIFKEN, LLP, 1551 NORTH WATERFRONT PARKWAY**, said he was representing the Jacobs family and provided MAPC members a "Hand Out" dated April 10, 2008. He said they are not in agreement with the development of Parcel #7 and stated he had appeared before this commission in 2000 regarding this property. He said at that time, staff recommended against "LI" or "GC" zoning. He said Parcel #7 is low density residential and that the application is inappropriately mixing land uses. He referred MAPC members to the May 25, 2000, Staff Report for ZON2000-00015 and the MAPC minutes from that hearing. He said the argument staff made to deny the request in 2000 is the same argument he and his clients are making now.

**MOTION:** To approve an additional five minutes time.

**VAN FLEET** moved, **SHERMAN** seconded the motion, and it carried (12-0).

**BIBERSTEIN** referred MAPC members to the June 23, 2000 memo from Donna Goltry handed out at that MAPC Hearing. He said the conditional use and revised site plan submitted by the applicant included fencing and trees along 119th Street. He said the applicant has never done any of those things. He commented that apparently Mr. Girrens business has grown from a landscape/contracting business into an excavation business complete with heavy equipment storage. He said use as a heavy equipment storage yard is incompatible for a residential area. He referenced Page 2 of the staff report and commented that the conditional use time limit would be removed. He said this land is identified for residential use and that commercial uses will radically increase traffic along 119th Street.

**MOTION:** To approve an additional five minutes time.

**HILLMAN** moved, **VAN FLEET** seconded the motion, and it carried (12-0).

**BIBERSTEIN** said use of the area as a heavy equipment maintenance yard is a problem. He said with the current conditional use, the applicant will need to submit another conditional use application in 3 years. He suggested letting that happen, and at that point re-evaluate the

situation. He mentioned that the City rezoning the area to Mr. Girrens' request will make his land very valuable and he will be able develop the land to sell in the future for residential expansion; however, some uses are no longer suitable with residential zoning. He suggested Mr. Girrens move the storage to a more suitable location.

**LOUIS SITTLER, 24912 WEST 6th STREET, SOUTH, GARDEN PLAIN, KS 67050** said **LORRAINE SITTLER** owns an 80-acre tract east of 119th Street across from the area of the requested zoning change. He said changing from single-family residential to a less restrictive use would have a detrimental impact on the value of this 80-acre tract for housing development. In addition, he said this will likely establish a precedent. He commented briefly on the City negotiating an easement for an interceptor sewer along the north property line. He said "GC" zoning would be out character with single-family zoning. He concluded by saying they would prefer that the zoning be left as single family. He said "GO" zoning with safe guards would be a second choice.

**SMYTHE** said he stands by the CUP submitted. He said this area is becoming an urban residential area with uses that are compatible with that type of "build out" and commercial shopping center. He said the south piece has always been discussed as being out of place. He referred to the "hand out" and commented that these are developments with similar uses adjacent to single family homes and they can tell that these are compatible with those uses because there has been no drop in property values and people are not flocking away from these areas. He said Mr. Girrens business it is a large maintenance facility with a back hoe and low boy; however, business is conducted off site which causes less impact on traffic in the area. He said he has spoken with Mr. Sittler concerning his perceived loss of property value, and mentioned properties adjacent to the Lake Point and Waterfront developments which are zoned "LI" and how people are building houses to the east of those developments. He asked if there were any other ways to solve Mr. Girrens' issue. He said County Code Enforcement can verify if Mr. Girrens is in compliance with the CUP. He concluded by saying that to his knowledge, Mr. Girrens has never had a citation for non-compliance.

Responding to a question from **GISICK** concerning the current conditional use site plan and why there was no follow through to insure the trees were planted and the fence constructed, **SMYTHE** commented that he didn't represent the applicant at the first MAPC hearing in 2000, but that Mr. Girrens has had no citations for being in violation of the site plan.

**VAN FLEET** asked about adding storage of industrial equipment on page 2 of the Staff Report, which listed various uses that were voluntarily eliminated from the zoning request.

**SMYTHE** comment that Mr. Girren's current operation was approved back in 2000 and that he is in compliance with that CUP. He said Mr. Girrens can continue that operation, but if he agrees not to store industrial equipment that may cause him go out of business so he was hesitant to say yes or no. **SMYTHE** asked for a definition of industrial equipment.

**VAN FLEET** clarified that the answer to his question was "no".

**BOB PARNACOTT, COUNTY COUNSELOR**, said there wasn't a defined term for industrial equipment in the Unified Zoning Code. He said current use was for contractor sales and storage with home occupation, which the applicant will be allowed to continue.

**MCKAY** clarified the entire CUP and zoning recommendation.

Responding to a question from **MCKAY** concerning a previous case, **MILLER** mentioned Kirk Excavation on 21st Street North, which was a similar situation because of the residential area immediately east of the site. He said on the flip side, it would be more proactive to have uses and zoning "stepped down" from "LC" to more restrictive uses as you get further away from the parcel.

**MCKAY** said he didn't want to put this gentleman out of business.

**MILLER** commented neither did staff and that is why the recommendation was to allow the use as a home occupation.

**HILLMAN** said there are other similar operations within the City that are inappropriate but they continue a business that is entirely incompatible in an area. He said this operation will be within a residential area within a few years, and wondered how the MAPC can limit this process.

> **MOTION:** To approve subject to staff recommendation.
>
> **MCKAY** moved, **ANDERSON** seconded the motion, and it carried (10-2).
> **HILLMAN** and **VAN FLEET** – No.

**SHERMAN** asked for clarification that the applicant was in compliance with the current site plan.

**MITCHELL** commented that the agent for the applicant said he was not aware of any citations.

# SUBMITTAL OF THE JACOBS FAMILY
# IN OPPOSITION TO REQUESTED REZONING

Case No. CUP2008-10/CUP2008-11 and ZON2008-13/ZON2008-16 DP 312

Girrens Addition Commercial Community Unit Plan

April 10, 2008

Mark A. Biberstein
Foulston Siefkin LLP
1551 N. Waterfront Parkway, Suite 100
Wichita, Kansas 67206
316.291.9778

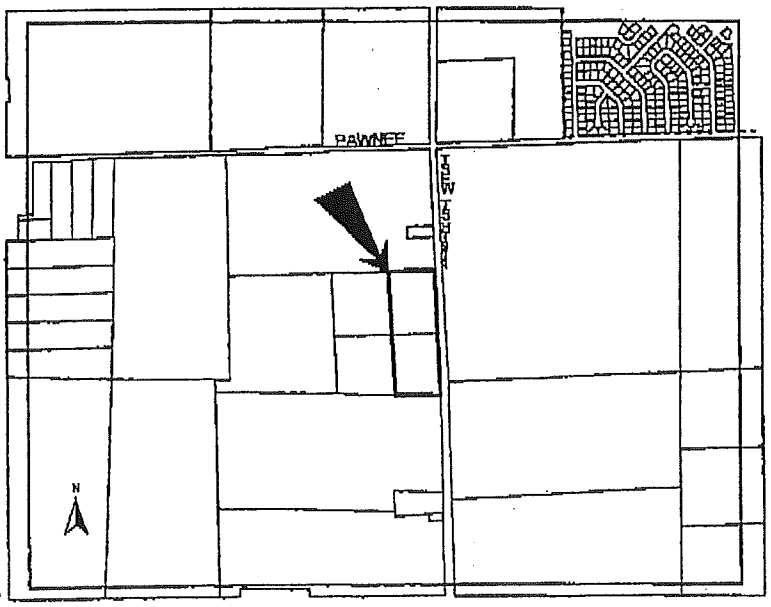
WICHITA—SEDGWICK COUNTY
W-SC
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO 9

# STAFF REPORT

MAPC May 25, 2000

| | |
|---|---|
| CASE NUMBER: | ZON2000-00015 |
| APPLICANT/AGENT: | Allen S. Girrens (owner); Austin-Miller, P.A. c/o Kim Edgington (agent) |
| REQUEST: | Zone change to "LI" Limited Industrial |
| CURRENT ZONING: | "SF-20" Single Family |
| SITE SIZE: | 18 acres |
| LOCATION: | One-fourth mile south of Pawnee on the west side of 119th Street West |
| PROPOSED USE: | To operate a landscape construction business |



**BACKGROUND:** The applicant is requesting a zone change from "SF-20" Single Family to "LI" Limited Industrial for an 18-acre tract located on the west side of 119th Street West approximately one-fourth mile south of Pawnee. Although the property is zoned for large-lot residential use, it is being used currently as a construction sales and service establishment for the applicant's landscape business. This business has evolved as the applicant has reoriented his activities from traditional agricultural use of the property to focusing on his landscape contractor's business.

Construction sales and service is first permitted in the "GC" General Commercial zoning district unless the business is primarily a retail business and not a wholesale or service business. In that situation, it is a permitted use in the "LC" Limited Commercial zone. The type of business in operation would not qualify it as being primarily a retail business. The applicant is requesting the "LI" zoning district.

The application area is located in an agricultural area that has "SF-20" Single-Family zoning surrounding it on all sides. The nearest development is Granview Subdivision under development one mile north, and DP-142 Pawnee Mesa Residential C.U.P. (Hunter's Ridge) that is located one-half mile to the northeast. Both of these areas are within the corporate limits for Wichita. The only non-residential use near the property is the future site for a church on the northeast corner of 119th and Pawnee, zoned "SF-20." The Calfskin Creek borders the property to the west. The area requested for "LI" zoning is outside the FEMA 100-year floodplain for the Calfskin. The applicant owns additional land to the west that lies within the floodplain.

**ADJACENT ZONING AND LAND USE:**

| | | |
|---|---|---|
| NORTH: | "SF-20"Single-Family | Agriculture, farm |
| EAST : | "SF-20" Single Family | Agriculture |
| SOUTH: | "SF-20" Single Family; | Agriculture |
| WEST: | "SF-20" Single Family | Agriculture, Calfskin Creek |

**PUBLIC SERVICES:** Access to the property is via 119th Street West, a two-lane arterial paved to county standard. Traffic volumes in 1997 were low, rated as 2,360 ADTs for the segment of 119th south of Pawnee. Volumes are predicted to increase to approximately 9,000 by 2030. The 2030 Transportation Plan shows 119th being widened north of Pawnee to Maple from two lanes to four lanes; this improvement is not included in the C.I.P. for 2000-2009. South of Pawnee, it remains a two-lane facility.

City water and sewer services are not available west of 119th at the current time. The nearest water line is 16" line that is 1/4 mile east of Pawnee and 119th W. The nearest sewer mains that could possibly be extended are a 12" main that is 1 1/2 miles east of Pawnee and 119th W, or a 12" main that is 1/2 mile north and 1/3 mile east of Pawnee and 119th W.

**CONFORMANCE TO PLANS/POLICIES:** The "Wichita Land Use Guide" in the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for low-density residential use, and places it beyond the 10 Year Urban Service Area, but within the 30 Year Urban Service Area. The area to the north, east, and west of the application area is shown for low-density residential also. The area to the south is identified as remaining in rural use. No land is shown along 119th as industrial except over a mile to the north between Kellogg and the abandoned right-of-way of the Kansas Central Railroad, and over 1 1/2 mile to the south between MacArthur and K-42.

The "Industrial Locational Guidelines" contain three points. These are:

- Industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility trunk lines, rail spurs, airports and as extensions of existing industrial uses.

- Industrial traffic should not feed directly into local streets in residential areas.

- Industrial uses should be generally located away from existing or planned residential areas, and sited so as not to generate industrial traffic through less intensive land use areas.

While the site is along a future major arterial, it conflicts with the first guideline of being an extension of existing industrial areas. The requested rezoning fails to conform to the third guideline since it is located in an area being developed as a low-density residential area.

The first available zoning district that would allow construction sales and service is "GC." There are six locational guidelines for commercial use. These will be discussed to determine the conformance of the application area to potential "GC" use.

- Of the six locational guidelines for commercial use, the proposed request conforms to the required location along a major arterial street, and presumably ingress and egress could be structured during the platting process to avoid traffic congestion.

- It conflicts with the guideline that commercial uses should be located in compact clusters or nodes versus extended strip developments.

- It is inconsistent with the guideline that commercial uses should be located in planned centers or nodes, should be guided to other appropriate areas such as the CBD fringe, segments of Kellogg, or established areas of similar development, and areas where traffic patterns, surrounding land uses and utilities can support such development.

- It adheres to the guideline of not directing commercial use onto local residential

streets.

- No site plan was provided to evaluate whether the site design guideline could be met for mitigating noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses. Currently, the property appears to be developed in a neat manner. Presumably, site design standards could be required to ensure compliance with this criterion.

**RECOMMENDATION:** The introduction of industrial zoning at a mid-point location along 119th between Pawnee and 31st Street South introduces industrial use adjacent to an arterial being developed for residential use and being shown on the Comprehensive Plan for low-density residential use. The lack of public water and sewer service to the site is another factor discouraging this application. There is no significant factor pointing to "LI" being an appropriate use except that the current use has evolved to need "LI" or "GC" zoning in order to expand its landscape construction business. The Comprehensive Plan has identified the Kellogg corridor as an appropriate location for this type of use.

Even when considering the more restrictive classification of "GC," there are more factors weighing against this rezoning than recommending in its favor, particularly because it is introducing commercial use into a mid-point location where previously the land has been used for agriculture. The transition to urban development has followed the pattern of low-density residential. In addition, construction sales and service is considered a use that does not blend well with residential use. Typical operations have a lot of heavy equipment (noise), rely on outdoor storage of equipment and supplies, and require a large amount of land, making adequate screening and buffering expensive.

Based on these factors and information available prior to the public hearing, Staff recommends the application by DENIED. This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The land in the immediate vicinity of the property is used for agricultural purposes. The character of urban development on the eastern side of 119th to the north of the application area is low-density residential. The only non-residential use being developed nearby is a church, which is a permitted use in all residential zoning districts. The property to the west is located in the Calfskin Creek floodplain. The land to the west of the Calfskin along 135th Street West, the next major county line road, 135th Street West, is in agricultural use with a few large-lot residential uses.

2. The suitability of the subject property for the uses to which it has been restricted: The property could be used agriculturally or in low-density residential use. This would conform to the existing development pattern and the Comprehensive Plan.

3. Extent to which removal of the restrictions will detrimentally affect nearby property:

The change to "LI" Limited Industrial or "GC" General Commercial would introduce non-residential uses that are incompatible with low-density use. It would provide an opening to encourage other non-residential uses to gravitate to the vicinity.

4. The length of time the subject property has remained vacant as zoned: The property has been in agricultural use and is converting to a landscape construction business.

5. The relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approving "LI" or "GC" zoning benefits the applicant by not requiring him to relocate his growing business into an area already zoned or more appropriate for this type of use, at the expense of the general public.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The proposed request is not in conformance with the Wichita Land Use Guide of the Comprehensive Plan. The request fails to comply with all locational guidelines for industrial use except not directly using local residential streets for access. The request also fails to comply with the commercial locational guidelines of not locating within commercial clusters or nodes or gravitating to the established areas of similar use or where traffic patterns, surrounding land uses and utilities can support such development.

7. Impact of the proposed development on community facilities: Traffic impact should be minimal. Sewage impacts would be minimal if adhering to a criterion of domestic water level generation and proper drainage/floodplain management. However, greater consumption of water would require extension of sewer lines to serve the site.

## EXCERPT FROM PLANNING COMMISSION MINUTES OF MAY 25, 2000

Case No. ZON2000-00015 - Allen S. Girrens (owner); Austin-Miller, P.A. c/o Kim Edgington (agent) request zone change from "SF-20" Single-Family residential to "LI" Limited Industrial, on property described as:

> The East 600 feet of: Beginning 1376.85 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South 702.22 feet; thence West 1241.03 feet; thence North 702.22 feet; thence East 1241.03 feet to the beginning, except the East 40 feet for road.
> AND The East 600 feet of:
> Beginning 2079.07 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South to a point 128.77 feet South of the Northeast corner of the Southeast Quarter; thence West 1240.04 feet; thence North 639.68 feet to a point West of the beginning; thence East 1241.03 feet to the beginning, except the East 40 feet for road.

**DALE MILLER**, Planning staff, pointed out land use and zoning; and showed slides of the general area. He reviewed the following staff report:

**BACKGROUND:** The applicant is requesting a zone change from "SF-20" Single Family to "LI" Limited Industrial for an 18-acre tract located on the west side of 119th Street West approximately one-fourth mile south of Pawnee. Although the property is zoned for large-lot residential use, it is being used currently as a construction sales and service establishment for the applicant's landscape business. This business has evolved as the applicant has reoriented his activities from traditional agricultural use of the property to focusing on his landscape contractor's business.

Construction sales and service is first permitted in the "GC" General Commercial zoning district unless the business is primarily a retail business and not a wholesale or service business. In that situation, it is a permitted use in the "LC" Limited Commercial zone. The type of business in operation would not qualify it as being primarily a retail business. The applicant is requesting the "LI" zoning district.

The application area is located in an agricultural area that has "SF-20" Single-Family zoning surrounding it on all sides. The nearest development is Granview Subdivision under development one mile north, and DP-142 Pawnee Mesa Residential C.U.P. (Hunter's Ridge) that is located one-half mile to the northeast. Both of these areas are within the corporate limits for Wichita. The only non-residential use near the property is the future site for

a church on the northeast corner of 119th and Pawnee, zoned "SF-20." The Calfskin Creek borders the property to the west. The area requested for "LI" zoning is outside the FEMA 100-year floodplain for the Calfskin. The applicant owns additional land to the west that lies within the floodplain.

**ADJACENT ZONING AND LAND USE:**

| | | |
|---|---|---|
| NORTH: | "SF-20"Single-Family | Agriculture, farm |
| EAST : | "SF-20" Single Family | Agriculture |
| SOUTH: | "SF-20" Single Family; | Agriculture |
| WEST: | "SF 20" Single Family | Agriculture, Calfskin Creek |

**PUBLIC SERVICES:** Access to the property is via 119th Street West, a two-lane arterial paved to county standard. Traffic volumes in 1997 were low, rated as 2,360 ADTs for the segment of 119th south of Pawnee. Volumes are predicted to increase to approximately 9,000 by 2030. The 2030 Transportation Plan shows 119th being widened north of Pawnee to Maple from two lanes to four lanes; this improvement is not included in the C.I.P. for 2000-2009. South of Pawnee, it remains a two-lane facility.

City water and sewer services are not available west of 119th at the current time. The nearest water line is 16" line that is 1/4 mile east of Pawnee and 119th W. The nearest sewer mains that could possibly be extended are a 12" main that is 1 1/2 miles east of Pawnee and 119th W, or a 12" main that is 1/2 mile north and 1/3 mile east of Pawnee and 119th W.

**CONFORMANCE TO PLANS/POLICIES:** The "Wichita Land Use Guide" in the 1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for low-density residential use, and places it beyond the 10 Year Urban Service Area, but within the 30 Year Urban Service Area. The area to the north, east, and west of the application area is shown for low-density residential also. The area to the south is identified as remaining in rural use. No land is shown along 119th as industrial except over a mile to the north between Kellogg and the abandoned right-of-way of the Kansas Central Railroad, and over 1 1/2 mile to the south between MacArthur and K-42.

The "Industrial Locational Guidelines" contain three points. These are:

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- Industrial traffic should not feed directly into local streets in residential areas.

- Industrial uses should be generally located away from existing or planned residential areas, and sited so as not to generate industrial traffic through less intensive land use areas.

While the site is along a future major arterial, it conflicts with the first guideline of being an extension of existing industrial areas. The requested rezoning fails to conform to the third guideline since it is located in an area being developed as a low-density residential area.

The first available zoning district that would allow construction sales and service is "GC." There are six locational guidelines for commercial use. These will be discussed to determine the conformance of the application area to potential "GC" use.

- Of the six locational guidelines for commercial use, the proposed request conforms to the required location along a major arterial street, and presumably ingress and egress could be structured during the platting process to avoid traffic congestion.

- It conflicts with the guideline that commercial uses should be located in compact clusters or nodes versus extended strip developments.

- It is inconsistent with the guideline that commercial uses should be located in planned centers or nodes, should be guided to other appropriate areas such as the CBD fringe, segments of Kellogg, or established areas of similar development, and areas where traffic patterns, surrounding land uses and utilities can support such development.

- It adheres to the guideline of not directing commercial use onto local residential streets.

- No site plan was provided to evaluate whether the site design guideline could be met for mitigating noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses. Currently, the property appears to be developed in a neat manner. Presumably, site design standards could be required to ensure compliance with this criterion.

<u>RECOMMENDATION</u>: The introduction of industrial zoning at a mid-point location along 119th between Pawnee and 31st Street South introduces

industrial use adjacent to an arterial being developed for residential use and being shown on the Comprehensive Plan for low-density residential use. The lack of public water and sewer service to the site is another factor discouraging this application. There is no significant factor pointing to "LI" being an appropriate use except that the current use has evolved to need "LI" or "GC" zoning in order to expand its landscape construction business. The Comprehensive Plan has identified the Kellogg corridor as an appropriate location for this type of use.

Even when considering the more restrictive classification of "GC," there are more factors weighing against this rezoning than recommending in its favor, particularly because it is introducing commercial use into a mid-point location where previously the land has been used for agriculture. The transition to urban development has followed the pattern of low-density residential. In addition, construction sales and service is considered a use that does not blend well with residential use. Typical operations have a lot of heavy equipment (noise), rely on outdoor storage of equipment and supplies, and require a large amount of land, making adequate screening and buffering expensive.

Based on these factors and information available prior to the public hearing, Staff recommends the application by DENIED. This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The land in the immediate vicinity of the property is used for agricultural purposes. The character of urban development on the eastern side of 119th to the north of the application area is low-density residential. The only non-residential use being developed nearby is a church, which is a permitted use in all residential zoning districts. The property to the west is located in the Calfskin Creek floodplain. The land to the west of the Calfskin along 135th Street West, the next major county line road, 135th Street West, is in agricultural use with a few large-lot residential uses.

2. The suitability of the subject property for the uses to which it has been restricted: The property could be used agriculturally or in low-density residential use. This would conform to the existing development pattern and the Comprehensive Plan.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The change to "LI" Limited Industrial or "GC" General Commercial would introduce non-residential uses that are incompatible with low-density use. It would provide an opening to encourage other non-residential uses to gravitate to the vicinity.

4. The length of time the subject property has remained vacant as zoned: The property has been in agricultural use and is converting to a landscape construction business.

5. The relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approving "LI" or "GC" zoning benefits the applicant by not requiring him to relocate his growing business into an area already zoned or more appropriate for this type of use, at the expense of the general public.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The proposed request is not in conformance with the Wichita Land Use Guide of the Comprehensive Plan. The request fails to comply with all locational guidelines for industrial use except not directly using local residential streets for access. The request also fails to comply with the commercial locational guidelines of not locating within commercial clusters or nodes or gravitating to the established areas of similar use or where traffic patterns, surrounding land uses and utilities can support such development.

7. Impact of the proposed development on community facilities: Traffic impact should be minimal. Sewage impacts would be minimal if adhering to a criterion of domestic water level generation and proper drainage/floodplain management. However, greater consumption of water would require extension of sewer lines to serve the site.

**MILLER** "This is an 18-acre tract and the applicant currently operates a landscaping construction business. Apparently, this business has evolved from strictly kind of an ag use where the buildings, etc., were originally ag oriented, and then he has gotten into this landscaping/construction-type business, so it has kind of evolved that way, which is not an illegal use in the current zoning, so they are needing to ask for this change.

In the Code, construction sales and service, which is what this is categorized as because they have heavy equipment, a semi-tractor truck, a low-boy backhoe-type equipment on the site. That makes it a construction sales and service as is first permitted in the 'GC' General Commercial zoning district unless the business is primarily a retail business and not a wholesale or service business. If that were the case, then it would be permitted in the 'LC'. But since he is not primarily retail, he then needs either 'LI', or 'GC' zoning.

As I indicated, there is agricultural use around the application area. All of the property around is also zoned 'SF-20' single-family. The closest non-residential use is a future site for a church, which is to be located at the northeast corner of the intersection of 119th and Pawnee. I can't see it here, but there is some urban scale development about half a mile to the east here on Pawnee. That is the closest urban density development. City sewer and water is not available currently at this location. One Hundred Nineteenth Street is a two lane arterial and is paved to County standards. The Comprehensive Plan identifies this area as appropriate for low-density residential use and it is beyond the 10-year urban service area, but is within the 30-year service area.

Since the request is for 'LI' Limited Industrial, we would point out that on Page 3 of the staff report that there are three criteria that we look at to determine what is an appropriate location. One of those has to do with close proximity to support services, access to major arterials, highways, utility trunk lines, or are they extensions of existing industrial uses? Other things that we look at are will the industrial traffic be fed directly onto local street or in residential areas and it is the opinion of the Plan that the industrial uses should generally be located away from existing or planned residential areas. While this site is along a future major arterial, it conflicts with the first guideline of being an extension of an existing industrial area, and the requested re-zoning fails to conform to the third guideline, since it is located in an area being developed as a low-density residential area. We think this is equally unfit for 'GC' based on the current locational guidelines.

Because of those reasons, staff is recommending that this is probably not a good place for the request and we are requesting denial, primarily on the basis that it is a mid-point location. We typically have not recommended approval of non-residential uses at the mid-point in the mile section; that it is adjacent to an arterial that essentially by the plan is being recommended as developed for low-density residential use. There is a lack of public water and sewer service to the site and we feel like to approve this would then reinforce the notion that other requests similar to this could then come in on either side of it mid-point in the mile instead of being at the intersection where it is recommended that the more heavier zoning be confined. I will answer any questions."

GAROFALO "I have a question. If this is denied, as recommended, what happens to the present operation?"

MILLER "He would have to go someplace else. He would have to stop operations on this site."

**BARFIELD** "I am a bit confused. On Page 3 of the staff report, it says here that 'the requested zoning fails to conform to the third guideline since it is located in an area being developed as a low-density residential area'. Then, over on Page 4 you say 'the land in the immediate vicinity of the property is used for agricultural purposes."

**MILLER** "Donna wrote the staff report, and what she was trying to say was that the immediate use, right now, is ag, but there are low density residential developments north and to the northeast of this. As I indicated, there is one within half a mile going east on Pawnee that as that area expands, it will become a low-density area, as indicated in the Comprehensive Plan, but today, if you go out there, it is an agricultural use."

**MICHAELIS** "You mentioned that there were no services there now presently. Is the capabilities for services there or is that out of elevation? Could it be serviced?"

**MILLER** "I am not sure I know the answer to that one."

**KROUT** "Yes. They can be serviced, it is just too expensive and too far away to bring the services to this small operation."

**WARREN** "What we don't have, you are saying, is water and sewer."

**KROUT** "Yes, but it is within half a mile to a mile and it is in an area where the sewer lines can be extended."

**WARREN** "He doesn't really need them for his operation, does he?"

**KROUT** "He may or may not at this particular operation."

**MCKAY** "If this was on the corner, half a mile north, it would conform then, because it is on the corner?"

**MILLER** "If it were on the corner, then not the 'LI', but then you could at least consider the 'GC'. That is more of a locational criteria, but we typically don't approve 'GC' at the intersection of section line roads. That would be closer, but we don't think that either one of them would really work at this point in time, given the way it is and what is projected for that area."

**MCKAY** "So the objection is the outside storage of equipment or what?"

**MILLER** "Well, I think that is part of it, but to grant 'LI' zoning in an area that is clearly indicated in the Comprehensive Plan as being appropriate for low-density residential, located away from the intersection of a section line road,

which typically we wouldn't recommend 'LI' for there, I think that comment is more aimed at the commercial request, the 'LC' type thing. It is just an activity that is not appropriate, given what the future use is intended."

**KROUT** "A good analogy would be the County's maintenance yards, which they have put out there sometimes in advance of residential areas like at Webb Road near Pawnee and eventually what happens is that the County gets lots of complaints. They are not uses that are generally compatible with each other and eventually the County ends up saying that they are going to need to relocate this maintenance yard."

**WARREN** "Right. Or screen it."

**KROUT** "I think if they screened it, I think there would still be some objections to it. The point is, let's prevent that sort of situation because this is not County. This property owner wants us to grant the zoning and the zoning is there probably forever."

**WARNER** "It is zoned agricultural now?"

**MILLER** "It is zoned 'SF-20'."

**WARNER** "If he using it as agricultural, he could have a combine, a tractor and a disc and whatever else parked out in his yard?"

**MILLER** "That is correct."

**WARNER** "But he can't put a backhoe out there because he is digging holes instead of plowing. Am I understanding this correctly?"

**KROUT** "You can do some of the kinds of activities that he is interested in doing if it was a home occupation and if it had screening requirement, because the idea is that it is a farmer's supplemental income and it is going to be limited to scale and the same person is going to be living on the property. You don't have that situation today, so you are zoning the property for a variety of uses and it is not someone who is living there unless the zoning is granted to scale and the nature of the use contained over time."

**WARNER** "Did the applicant initiate this as far as changing the zoning, or did somebody go out there and catch him doing something wrong and told him to rezone this?"

**MILLER** "The applicant may be able to answer that, I don't know."

**GAROFALO** "Okay, let's hear from the applicant, then."

**KIM EDGINGTON** "I am with Austin Miller, representing the applicant. First off, I will address the question as far as to whether or not Mr. Girrens, the applicant was cited. He has come in voluntarily for this zoning application. I think he is aware of a similar situation elsewhere in the County where this has become a problem and which has prompted him to try to get ahead of having any citations issued. That would be my first point.

Secondly, I think that we need to look at the fact that the suggestions for low-density residential development are, at this point, entirely speculative and to keep in mind the fact that we have an existing business owner whose property has been in the family for well over 100 years. This entire section is owned and has been owned in the family. So I would like to keep that in mind that whether or not we can fairly require this man to move his business elsewhere, based on what may or may not occur in the future as far as residential development.

He is still using the property in an agricultural manner. You can see on the slides that he has some cattle out there. That fact will remain. It is just the situation has come to that he is using this construction landscape business to supplement that income, finding that that has been a little more lucrative than strictly the farming business. I know that Marvin mentioned the example of County maintenance yards, but there are also several examples in town of industrial uses that residential developments have occurred around and they have been very successful. These uses are perceived as incompatible, but they have actually worked very well. Willowbend being a prime example of that.

We have some significant setbacks on this property. The metal building that is closest to 119th Street is approximately 125 feet from the east property line. We will also be more than willing to look at creating some significant building setbacks and also, I think you could see by the slides that the applicant has done a lot of planting and is working on some decorative fencing along the front. We are more than willing to look at that as a condition with some landscape buffering.

And kind of along the lines of the speculation of low-density residential developing, at this point we have this case before us in the here and now, and the opportunity to allow this man to continue his business operations and also to be taxing this at a little higher level. I think that the future use of the surrounding property is going to be determined by the market, and when we find existing uses, they tend to be a little less offensive if they are in place before that residential occurs rather than going in after the fact.

As far as some specifics about Mr. Girrens operation, he is a one-man operation. He has two primary pieces of equipment; an excavator and a skid-loader. Those are both trailered, and as was mentioned before, there is a farmstead just to the north of him that has far more equipment stored on that site, it is just green rather than yellow. That is the main difference. He has been doing this work for about 12 years now and runs a very clean operation and would like to have the ability to continue that and at some point to expand and that is precipitating this zoning request. I would be happy to answer any questions."

**MCKAY** "Kim, how much ground does his family or does he own around this?"

**EDGINGTON** "The applicant is here, and I think he would probably answer that question a little better than I can. I know that it is almost the entire section of land."

**MCKAY** "Is he farming it?"

**EDGINGTON** "He himself?"

**MCKAY** "Yes."

**EDGINGTON** "No. Members of his family, different ones."

**WARREN** "Well, it is quite obvious to me that probably this applicant really doesn't care about industrial zoning, but what he is interested in is some vehicle by which he can go ahead and continue his operation. The Industrial zoning is only there because that is about all that is available. Is that correct?"

**EDGINGTON** "I think that staff has pointed out the fact that this use could be done with General Commercial zoning, but that also lets in a lot of other uses."

**WARREN** "Now, if we took into consideration what we probably wouldn't want there, then you could protect us from that with a Protective Overlay, couldn't you?"

**EDGINGTON** "Yes, we would be willing to do that."

**WARREN** "Would you be willing to issue a Protective Overlay and eliminate all of those potentials that we don't want and still allow him to do this."

**EDGINGTON** "Absolutely. And then we could incorporate some protective measures as far as landscape buffering and setbacks. And like I said, the applicant is here and probably can answer these questions better than."

**GAROFALO** "Do we have any questions of the applicant?"

**MCKAY** "I would like to know how much land they really do own around it."

**GAROFALO** "Okay. The applicant still has 4 minutes and 58 seconds and he or she can come up here and address some of these questions or make whatever comments."

**ALLEN GIRRENS** "I live at 2659 South 119th Street West."

**MCKAY** "It was mentioned that you own a quarter section. In relationship to that piece of property, do you own the ground on both sides of the roads all around it, or what?"

**GIRRENS** "Where the red line is, right there, I actually own 40 acres. My Mother owns 40 acres behind it; my uncle owns 80 on the north side of me, and 160 on the south side of me. My Aunts own the rest of the ground behind it. There is just about 80 acres shy of a section there."

**MCKAY** "But it is all behind you?"

**GIRRENS** "Uh huh, it is all west of 119th Street."

**OSBORNE-HOWES** "Is your residence on this map?"

**GIRRENS** "Yes."

**OSBORNE-HOWES** "Where is it?"

**GIRRENS** "If you can see here, it is kind of where you see it is lightened up. (Indicating) Right in through here."

**OSBORNE-HOWES** "And you live there?"

**GIRRENS** "Yes. The building that you saw originally, I have a house in the north end of that."

**OSBORNE-HOWES** "And you live there?"

**GIRRENS** "Uh huh.'

**MICHAELIS** "Mr. Girrens, can you tell me, I think Kim alluded to the fact that you own a backhoe, basically and a skid-loader, and that is currently what you use. Is that what your continued use is, and you don't see this expanding any beyond that? You don't see 20 backhoes and skid-loaders?"

**GIRRENS** "No. I am a one-man operation. I don't, as far as the Workmen's Comp, and stuff like that, I just work myself. I keep myself busy."

**MICHAELIS** "Well, I would like to compliment you on the neatness of it. I did go out there and look at it."

**GIRRENS** "I appreciate that. I try to do the best I can between farming and the fence that I have started there."

**OSBORNE-HOWES** "So you form also and do this in addition?"

**GIRRENS** "Yes."

**GAROFALO** "Okay, are there any other questions? Okay. Thank you, sir. Is there anyone else to speak in favor of this application? Is there anyone here to speak in opposition?"

**MARK BIBERSTEIN** "I am an attorney at Foulston and Siefken here in Wichita. My professional address is 700 Bank of America Building, Wichita, Kansas and my personal address is 2626 North Parkwood. I am here today representing Lucille Jacobs. She is here also, in the back of the room. She owns the property to the east, across 119th Street. Technically, I think it is owned in a trust in her name for estate planning purposes. She has owned this property since 1956, when she inherited from a family member.

We appear today in opposition to this requested change. We believe that the staff has investigated and considered this matter appropriately and that it's conclusion is the correct one. There are a couple of points from the staff's recommendation that I would like to highlight. I will be very quick since it was already addressed briefly. That relates to Page 3 of the staff recommendations, which talks about where industrial locations should be in the industrial location guidelines. First, that it should be extensions of existing industrial uses. The third bullet point being that industrial uses should be generally located away from existing or planned residential areas.

I think what this incorporates is the common sense approach that you should have industrial areas next to industrial areas and you should have residential planned areas next to residential planned areas. When you mix the two, you are liable to have some problems. There was a comment that we should focus on the here and now, but you don't have to look very far in the case

books, particularly if you are a lawyer, to find that there are problems that come up when you mix industrial use and residential uses. The two are oil and water. The recognition that you shouldn't mix the two is incorporated into the Comprehensive Plan, which as was alluded to, has this being low-density residential out into the future.

I respectfully disagree with the comment of focusing on the here and now. It is not a stretch at all to see the city and the residential area moving out. Plus if you want to always focus on the here and now, then why do you even bother with the Comprehensive Plans? If you start focusing on the here and now, pretty soon your plan is non-existent. We further agree with staff that granting this request would provide an opening to encourage other non-residential uses to gravitate to this vicinity, which is something we think should be avoided.

The second point is that this is not a zoning request necessitated by conflicting uses encroaching on the landowner's property. The area is zoned 'SF-20' and it is envisioned in the Comprehensive Plan to be low-density residential. Instead, this is property that is currently zoned that way, and it is at the request of the landowner to change it. It is not being encroached upon. This ties in to a point made by the staff on Page 4, which is 'there is no significant factor pointing to Limited Industrial being an appropriate use except that the current use has evolved to need this status'. There was a question about what would happen if we don't approve this. I would caution that if you judge whether you should grant a zoning change based on what the applicant has done with his property, you are running the risk of people doing anything and then coming to you and asking for a zoning change.

When you apply the factors that the staff did, we think it requires that this planned use be maintained and that we not start down the slippery slope of creating mixed uses in this area by moving it to Industrial. And lastly, I will profess to not being a zoning lawyer. There were some comments about Protective Overlays. What we have before you today and what was presented to us is a request that this be Limited Industrial. That is Industrial next to low density residential. We would ask that if you are going to decide on a Protective Overlay that it be sent back to the staff and that the adjacent landowners be allowed to review those and have comments on that. But again, we would ask that it be denied in total, not granted in part with a Protective Overlay."

**BARFIELD** "Cir, do you consider a landscape construction business to be an industrial type business?"

**BIBERSTEIN** "I think that staff said that there would be two things required, a General Commercial or Limited Industrial. I would be lying if I told you that I am an expert on the different zoning, and I will tell you that.

But the request before you is not to let him run a landscaping business at a limited size. The request is to make this Limited Industrial. If you do that, you are making it industrial. You are not saying that you are going to let the applicant have a one-man operation. If you allow this Industrial use in, and then just as staff commented, you are then inviting encroachment, and pretty soon this plan that is in your Comprehensive Plan for low-density residential is eroded and you have mixed uses and you have problems."

**GAROFALO** "Are there any other questions? Thank you, sir. Is there anyone else her to speak in opposition?"

**LOUIS SITTLER** "I am speaking on behalf of my wife, Lorraine Sittler. My address is 24912 West 6th Street South, Garden Plain, Kansas. My wife's address is the same.

My wife owns an 80-acre tract on the east side of 119th Street West that corners with this tract that the zoning is requested on. It is an 80-acre tract. We feel that a change from 'SF' single-family to a lesser restrictive use would have an adverse affect on the value of this property in the future. If a variation or exception is granted, it would set a precedent for the entire area. It could very well open the door for other applicants. For this reason, we oppose any change from 'SF' single-family residential zoning to the other zoning. Thank you."

**GAROFALO** "Are there any questions of the speaker? Sir, could you go up to the aerial and show us where your property is?"

**SITTLER** "It is right here."

**GAROFALO** "Okay, thank you. Is there anyone else to speak in opposition? Okay, then the applicant has two minutes for rebuttal."

**EDGINGTON** "I would just like to address the fact that I think with the use of a Protective Overlay and putting some conditions on this property, will limit the affects of opening this up to a whole multitude of possibilities. We have, again, gotten into the speculation of how this surrounding property is going to develop with residential. There are a number of factors that are limiting that. The first being that currently there is no water and sewer available. There is, to the west of this property, a considerable amount of land in the 100-year flood plain, and the fact that it is just straddling the 30-year service

area for the City of Wichita. It is, I think, up to a little bit of interpretation, whether or not the entire property is within or without that boundary.

But again, I think that if we look closely at some conditions and some limitations on this property, that we could eliminate a lot of the uses that would be seen as non- compatible or offensive to neighboring property owners."

**OSBORNE-HOWES** "Is it true that your client lives on that property and also farms it?"

**EDGINGTON** "Yes, it is."

**MICHAELIS** "Kim, I just want to make sure that I understand this correctly. I know the request is for Limited Industrial, but if I misunderstood, you can correct me. Personally, I would always go to a lesser zoning, if we can, so you are not opposed to dropping down to 'GC' and doing an overlay?"

**EDGINGTON** "No, we are not. And another reason that that would probably be to our advantage is that then his residence is not a non-conforming use within an Industrial zoning district. I think the applicant does have the intent, at some point, to build a home on this property but he does have the ability to go west of the area that is requested for rezoning and build in the 'SF-20' portion of his property. The applicant would be more than willing to look at a lesser zoning category as long as his business would still be allowed and especially just for future expansion purposes."

**MICHAELIS** "One more question. In regards to that, would you, and I guess in fairness to the opposition, to give them a chance to see what a 'GC' is and what a Protective Overlay is. Is that something that you would be willing to entertain, maybe, as in deferring it, or do you want to proceed on as we are?"

**EDGINGTON** "I think we would be willing to look at a deferral. I think that would probably be in best interest of all parties involved and we could sit back down with staff and try to iron out some of the issues."

**WARREN** "I think I am going to pick up on where Jerry was, too. Because you don't have a Protective Overlay here that we can look at, I think a deferral would be the most advantageous to all parties. And re-look at it."

**MICHAELIS** "Well, and that time it has time for everybody to see it."

**EDGINGTON** "Right, and we would be glad to prepare a site plan and lay out some of the things that we have mentioned; the buffering, the setbacks and other things."

**BARFIELD** "Well, once again, I am a bit confused. Staff says that the applicant owns additional land to the west. The applicant says he does not and then the agent for the applicant says that he does have the capability of building a home to the west."

**EDGINGTON** "The area of land that is requested for zoning is not the entire ownership of the applicant."

**MCKAY** "I asked him how much land he owned and he said he only owned 40 acres, but his family owns all the rest of the ground around it."

**MICHAELIS** "It is 18 of the 40 acres that he owns."

**EDGINGTON** "He does own an additional 22 acres to the west of this property, but he does not own the property beyond that."

**KROUT** "We understood, when Donna was processing this case because we first asked about rural home occupations, that this owner does not live on the property. Did I just hear you say that he does live on the property, but he intends to build off of the property?"

**EDGINGTON** "At some point, he is hoping to. Since he is living in one of the buildings that you saw in the slides right now. He has a home built into that, but his intent is, at some point, to build a standard, single-family home on this property. And since most of the property that he owns, the additional 22 acres to the west of here, most of that is within the flood plain, so he is a little bit limited as to where that house is going to go."

**KROUT** "I just want to explain to the Planning Commission that if you instruct us to work some kind of Protective Overlay out, we will, but we are not going to recommend approval of any Industrial or Commercial zoning. We don't think that is appropriate. What you can't do through a Protective Overlay is to put a time limit on it. There is no question in my mind that this is an area that is going to be ripe in the future for residential expansion and I just think that we are asking for trouble to start doing spot zoning like this. It is refreshing to hear people off the bench talk about the need for planning, and I understand that.

What we thought could happen is, we have Conditional Uses for rural home occupations, and if he came in, even on the 40 acres, with a site plan, it would require a Conditional Use because he would be exceeding the amount

that he could have by right in rural home occupation in terms of the area that is outside and inside. But he could come in with a Conditional Use, deal with the site plan and other conditions that way and it would be tied to the specific use and tied to an owner living on the property, which could have been the 40 acres, and then you could put a time limit on it. And I think you should review this in five years and ask what is happening. Are we extending water and sewer and is this a time to face this development out. It is not a big investment, the investment is already there. I think it is very appropriate to put a time limit on it and the only way you could do that is by rural home occupation."

**OSBORNE HOWES** "I agree. I think that is really what we should recommend. If we are talking about a deferral so that they can come back, that is what I would like to see."

**WARREN** "Well, you are saying that he can qualify, probably, as a home occupation."

**KROUT** "If you approve a Conditional Use. There may still be opposition to that, but it seems to me that that is a much better option than the zoning we are talking about. And if the re-advertising created a boundary that included all of this acreage, then the fact that he moves his house and lives on a different part of the 40 acres at some point in time, would mean that he could continue to operate it as a home occupation. As long as he lives somewhere on whatever area we identify."

**MCKAY** "I would like to make a motion. Marvin, would two weeks be enough to defer this to let them sit down with staff to decide what Marvin was talking about, what particular use?"

**MILLER** "What if we have to re-advertise?"

**KROUT** "Yeah. Well, if they decide that they are willing to re-advertise, then we just won't put it on the agenda for two weeks from now and we will re-advertise. I think you should defer it for a time certain so that people in the audience know that unless they get a notice from us, you are going to make a decision two weeks from now."

<u>MOTION:</u> That the item be deferred for one month.

**MCKAY** moved.

**PLATT** "The first problem is that we are skipping a week in June, so four weeks or a month doesn't work. It would be three weeks or five weeks instead of four."

**KROUT** "The next meeting, June 15 would be three weeks, and I think that is probably enough time."

> **AMENDED MOTION:** That the item be deferred until the June 15, 2000 meeting.
>
> **MCKAY** moved.

**PLATT** "I just want to comment, for the record that I am certainly not interested in approving any kind of commercial zoning in that spot."

**WARREN** "I would like to go on record that commercial zoning isn't commercial zoning if you have a Protective Overlay. The two don't even simulate. Industrial zoning doesn't simulate Industrial zoning once you put the Protective Overlay. That is taking all of the teeth out of that zoning. I like the idea of a home occupation. I think that is the simplest and easiest, but I surely don't want to discount this application coming back in here with the use of a Protective Overlay. That does take all of the teeth out of those things we don't like."

**MICHAELIS** "I would like to ask John if maybe, and Kim, whether five weeks is too long. I think we have most of the opposition right here right now."

**GAROFALO** "We are talking about three weeks."

**KROUT** "It is only three weeks."

**MCKAY** "We are talking about the date certain being June 15 because we are missing next week."

**MICHAELIS** "So that is when it would come back here, June 15?"

**MCKAY** "Yeah."

**EDGINGTON** "And that is fine with us."

> **JOHNSON** seconded the motion.

**GAROFALO** "Okay, is there any more discussion?"

> **VOTE ON THE MOTION:** The motion carried with 10 votes in favor. There was no opposition.

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# RE: AGENDA ITEM NO. 14

**CITY OF WICHITA**
**METROPOLITAN AREA PLANNING DEPARTMENT**

**TO:** Metropolitan Area Planning Commission

**FROM:** Donna Goltry, Principal Planner, Current Plans, MAPD

**DATE:** June 23, 2000

**SUBJECT:** ZON2000-00015 SEDGWICK COUNTY ZONE CHANGE FROM "SF 20" SINGLE-FAMILY RESIDENTIAL TO "LI" LIMITED INDUSTRIAL ON 18 ACRES OF PROPERTY LOCATED ONE-FOURTH MILE SOUTH OF PAWNEE ON THE WEST SIDE OF 119TH STREET WEST.

At the MAPC meeting held May 25, 2000, this case was deferred. The Staff and applicant were requested to pursue options for the continued use of the property as a landscape construction business without necessitating rezoning to "LI" Limited Industrial as requested by the initial application. The applicant requested an additional deferral until June 29th prior to the June 15th meeting.

The protest period for the case has ended. Protests representing 40 percent of the property have been received.

At the meeting held May 25th, MAPC discussed two alternatives: "GC" General Commercial with a Protective-Overlay as well as a "Conditional Use" for a rural home occupation as contractor's storage (Art. IV, Sec. IV-7.h) since it was revealed at the meeting that the applicant lives in the north end of the northern building. The agent for the applicant stated in the meeting "we would be glad to prepare a site plan and lay out some of the things that were mentioned; the buffering, the setbacks, and some other things." (Excerpt p. 15).

To date, we have not received a site plan for discussion or review. Further, we have requested a meeting with the applicant in order to discuss options, but he has declined to do so. We have met with the agent, but without the benefit of a site plan or the ability to discuss the alternatives with the applicant directly. Staff has analyzed the alternatives to the best of our knowledge from visual inspection and testimony given at the meeting.

According to the testimony, this is a one-man operation with two primary pieces of equipment onsite, an excavator and a skid-loader. From visual inspection and building

permit records, there are two buildings on the property. According to building permit data, one is a pole barn built in 1988, and the other is a hay barn built in 1989. This would correspond to its use as a farming operation. The third, and most recent permit, was issued for remodeling of a house on the property.

At some point, the applicant added a landscape construction business as an apparent home occupation. Since the applicant lives onsite, this request could be handled as a "Conditional Use" as a rural home occupation pursuant to Art. IV, Sec. IV-E.6-7. A "Conditional Use" is required when a home occupation does not meet all of the following conditions for operating a rural home occupation *(language in italics is from the Unified Zoning Code)*:

*IV-E.6.a* *Each lot or tract shall be located upon a federal or state highway or a section line road and shall contain a minimum of 20 acres.*

The application area for rezoning, 18 acres, falls below the 20-acre minimum, although according to testimony the applicant owns 40 acres and would be able to meet this condition.

*IV-E.6.b* *The rural home occupation may not be conducted within 600 feet of a dwelling wherein no rural home occupation is conducted.*

The closest dwelling is approximately 550 feet north of the pole barn where the residence is located. We do not know whether a rural home occupation is in use on the property to the north. It appears to be a farm, and, from testimony in the previous meeting, the applicant's uncle owns it.

*IV-E.6.c* *The rural home occupation may be conducted in an accessory structure having a floor area equal to the floor area of the principal residence or up to 3,000 square feet, whichever is greater.*

According to building permit data, the pole barn is approximately 4,800 square feet and the hay barn is approximately 1,500 square feet. When combined, the total size of the barns exceeds the 3,000 square feet limitation. However, we do not know the amount of area occupied by the rural home occupation and the amount occupied by farming operations. This condition could be met by limiting the portion of the barns used for the landscape construction business to no more than 3,000 square feet in total, with the remaining square footage dedicated to agricultural purposes.

*IV-E.6.d* *Outdoor storage is permitted provided the size of the storage area does not exceed 10,000 square feet. The storage area shall be*

*located behind the front of the building within which the home occupation is conducted and at least 200 feet from all property lines or public street rights-of-way.*

*Screening of the storage area by structures, solid or semi-solid fencing and/or landscape materials from adjacent roads and properties is required within 600 feet of a property line or public right-of-way. Fences used to accomplish screening shall be constructed to prevent the passage of debris or light and constructed of either brick, stone, architectural tile, masonry units, wood or similar material (not including woven wire) and shall be not less than six nor more than eight feet in height. Landscape material intended to be used for screening purposes must be indicated on a plan drawn to scale and submitted to the Planning Director for review and approval. Landscape material must provide the desired screening effect within the first growing season following installation and throughout the year every year thereafter.*

From aerial photo interpretation, it appears the outdoor storage is approximately 5,000 square feet in size and 200 feet from 119th Street West. It would meet the size limitation criterion, but would require screening since it is less than 600 feet from 119th.

*IV-E.6.e* *No more than two persons, other than persons occupying the dwelling unit as their residence, shall be employed in any home occupation.*

According to testimony, this is a one-man operation and would comply with this condition.

*IV-E.6.f* *Only the standards of Secs.* IV-E.3.a, IV-E.3.c, IV-E.3.g and IV-E.3 shall apply to rural home occupations. *These four conditions are:*

*IV.E.3.a* *No alteration of the principal building or premises shall be made which changes the character or appearance thereof.*

The barns were built as agricultural structures and have been maintained in their agricultural appearances. There are no distinguishing features that identify them as non-agricultural structures.

*IV-E.3.c* *No equipment shall be used that creates noise, vibration, electrical interference, smoke or particulate matter emission, or odors that are in excess of ordinary and usual conditions*

*prevailing in the immediate neighborhood as determined by the Zoning Administrator.*

The testimony indicated that the two primary pieces of equipment used in the landscape construction business were an excavator and a skid-loader. This equipment would be used at job sites. The only anticipated noise would be loading and transporting the equipment offsite.

*IV-E.3.g* *No inventory (except articles produced by members of the immediate family residing on the premises) shall be displayed or sold on the premises.*

This condition would be met since this is neither retail nor a wholesale operation.

*IV-E.3.h* *The home occupation shall be conducted entirely within the principal dwelling unit or in a permitted accessory structure.*

This condition would be met by compliance with the outdoor storage requirements for rural home occupations (*see IV-E.6.d above*).

*IV-E.6.g* *One on-site, freestanding (or attached to an accessory building), non-illuminated sign up to 12 square feet in size located outside public right-of-way shall be permitted.*

There is no sign on the property at the current time, and the applicant could comply with this condition.

*IV-E.6.h* *Rural home occupations as specified in Sec. IV-E.7 that do not meet one or more of the conditions above, but are limited to no less than five acres and no more than four non-residents employed in the home occupation, may be approved as Conditional Uses in accordance with the requirements and procedures for Conditional uses in this code.*

Overall the only conditions the applicant appears not to meet is separation with the nearest residence by 550 feet instead of 600 feet, and an application area of 18 acres instead of 20 acres, although he owns the contiguous 22 acres. Also, the "Conditional Use" for the rural home occupation would want to limit the number of commercial vehicles to that reasonably expected to be used by his one-man operation and have these stored within the barns or be completely screened.

The agent has indicated a desire for a "Protective Overlay" in conjunction with "LI" Limited Industrial or "GC" General Commercial zoning to allow the potential for future expansion of the use. At a recent meeting, the agent indicated they wanted the flexibility to expand the amount of employees and equipment onsite in the future. We noted that a rural home occupation allows (1) up to four empolyees in addition to the owner, which allows considerable expansion particularly in light of the testimony by the applicant, Mr. Girrens, that the application was made for a one-man operation, and (2) indoor storage of up to 3,000 square feet and outdoor storage of up to 10,000 square feet are allowed in a rural home occupation with appropriate screening and landscaping. This already allows some expansion of the use, but does not let it become a full-scale heavy commercial/industrial use in a residential area.

Staff is not supportive of the "LI" or "GC" with P-O approach for the following reasons.

(1) A rezoning, even with a "P-O," conveys the ability to use the property in a manner incompatible with the Comprehensive Plan and the developing residential character of the area forever. This is the case with either "LI" or "GC" zoning.

With a rural home occupation, the use can be continued until the area is ripe for residential development. The applicant can amortize his agricultural investment and be planning toward relocation of his business to an appropriate place for a contractor's storage yard when he reaps the benefits of future urban development. Additionally, because of the home occupation requirement of operating the business on the same property as his residence, it is less likely to become a nuisance to his neighbors.

(2) This introduces commercial zoning at the mid-mile location in an area with an emerging residential character along the mid-mile section of the arterial road.

(3) Property owners holding 40 percent of the property within the legal protest area oppose it.

Based on the information contained in the original staff report, the additional information presented at the public hearing, and analysis of its use as a rural home occupation, Staff recommends the request for "LI" Limited Industrial or "GC" General Commercial be DENIED. If the applicant so chooses, he could submit a revised request and site plan for a "Conditional Use" as a rural home occupation.

CITY OF WICHITA

**Wichita-Sedgwick County Metropolitan Area Planning Department**

March 28, 2001

Alan S. Girrens
2659 S. 119th Street West
Wichita, KS 67215

**RE: CON2000-00058 – Conditional Use for a Rural Home Occupation on property zoned "SF-20" Single-Family Residential. Generally located One-fourth mile south of Pawnee on the west side of 119th Street West.**

Dear Mr. Girrens:

At its regular meeting on December 21, 2000, the Metropolitan Area Planning Commission considered the above-captioned request. The action of the MAPC was to APPROVE subject to the conditions stated in the letter dated December 26, 2000.

This action was not accompanied by valid appeals or protest petitions, therefore, the action of the Planning Commission is FINAL. Enclosed is a signed copy of the above-referenced Conditional Use Resolution. If you have any questions concerning this case, please contact our office at 268-4421.

Sincerely,

Donna Goltry

Donna Goltry, AICP
Principal Planner

DG/rs

cc: Austin Miller, P.A., %Kim Edgington, 355 N. Waco, Suite 200, Wichita, KS 67202
Louis Sittler, 24912 W. 6th Street South, Garden Plain, KS 67050-9310
Mark Biberstein,100 N. Broadway, Ste 7, Wichita, KS 67202-2295
Glen Wiltse, Director, Sedgwick County Code Enforcement
Tom Winters, County Commissioner, District III, Main Stop County Room #320
Rich Euson, County Legal, Mail Stop County Room #359

## CONDITIONAL USE RESOLUTION NO. CON-2000-00058

**WHEREAS,** Alan S. Girrens (Owner); Austin Miller, P.A., c/o Kim Edgington (Agent), pursuant to Section V-D of the Wichita-Sedgwick County Unified Zoning Code (herein referred to as Unified Zoning Code), requested a Conditional Use to allow for a Rural Home Occupation on 18 acres zoned "SF-20" Single-Family Residential described as:

> The East 600 feet of: Beginning 1376.85 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South 702.22 feet; thence West 1241.03 feet; thence North 702.22 feet; thence East 1241.03 feet to the beginning, except the East 40 feet for road.
> AND
> The East 600 feet of: Beginning 2079.07 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South to a point 128.77 feet South of the Northeast corner of the Southeast Quarter; thence West 1240.04 feet; thence North 639.68 feet to a point West of the beginning; thence East 1241.03 feet to the beginning, except the East 40 feet for road. Generally located One-fourth mile south of Pawnee on the west side of 119th Street West.

**WHEREAS,** proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

**WHEREAS,** the MAPC did, at the meeting of December 21, 2000, consider said application; and

**WHEREAS,** the MAPC has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

**NOW, THEREFORE, BE IT RESOLVED** by the Metropolitan Area Planning Commission that this application be approved to permit a conditional use to allow for a Rural Home Occupation on 18 acres zoned "SF-20" Single-Family Residential described as:

> The East 600 feet of: Beginning 1376.85 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South 702.22 feet; thence West 1241.03 feet; thence North 702.22 feet; thence East 1241.03 feet to the beginning, except the East 40 feet for road.
> AND
> The East 600 feet of: Beginning 2079.07 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 28, Range 2 West; thence South to a point 128.77 feet South of the Northeast corner of the Southeast Quarter; thence West 1240.04 feet; thence North 639.68 feet to a point West of the beginning; thence East 1241.03 feet to the beginning, except the East 40 feet for road. Generally located One-fourth mile south of Pawnee on the west side of 119th Street West.

subject to the following conditions:

1. The "Conditional Use" for operation of a contractor's storage facility shall meet all requirements of the Unified Zoning Code Sec. IV-E.(3)(a), Sec. IV-E.(3)(c), Sec. IV-E.(3)(g), Sec. IV-E.(6)(e), and Sec. IV-E.(6)(g).

2. The revised Site Plan shall designate those portions of existing structures used as the principal residence and as accessory structures for agricultural use.

3. The rural home occupation shall be limited to the use of existing structures or portions thereof, and to the maximum amounts specified in Sec. IV-E.(6)(c) plus one additional 10,000 square foot building.

4. Outdoor storage for the rural home occupation shall be located no closer than 200 feet from the property line abutting 119th Street West on the gravel drive and in the area west of the main building and north of the pole barn. The outdoor storage shall be screened and/or landscaped in compliance with Sec. IV-E.(6)(d) and with a maximum size of 10,000 square feet.

5. The distance required between the rural home occupation and the adjacent dwelling wherein no rural home occupation is conducted may be reduced from 600 feet to 500 feet.

6. Any materials that could potentially contaminate the groundwater or surface water shall be stored in such as a manner as approved by the Environmental Health Division of the Health Department.

7. The site shall be developed in general conformance with a revised site plan to be reviewed and approved by the Director of Planning and that is in substantial conformance with all the conditions contained herein.

8. Any violation of these conditions shall render this Conditional Use Permit null and void.

9. The "Conditional Use" permit shall terminate after a period of 10 years from date of approval. If the owner seeks to renew the rural home occupation at the termination of this 10-year period, the owner shall file an application for a "Conditional Use" permit and be subject to the public hearing process.

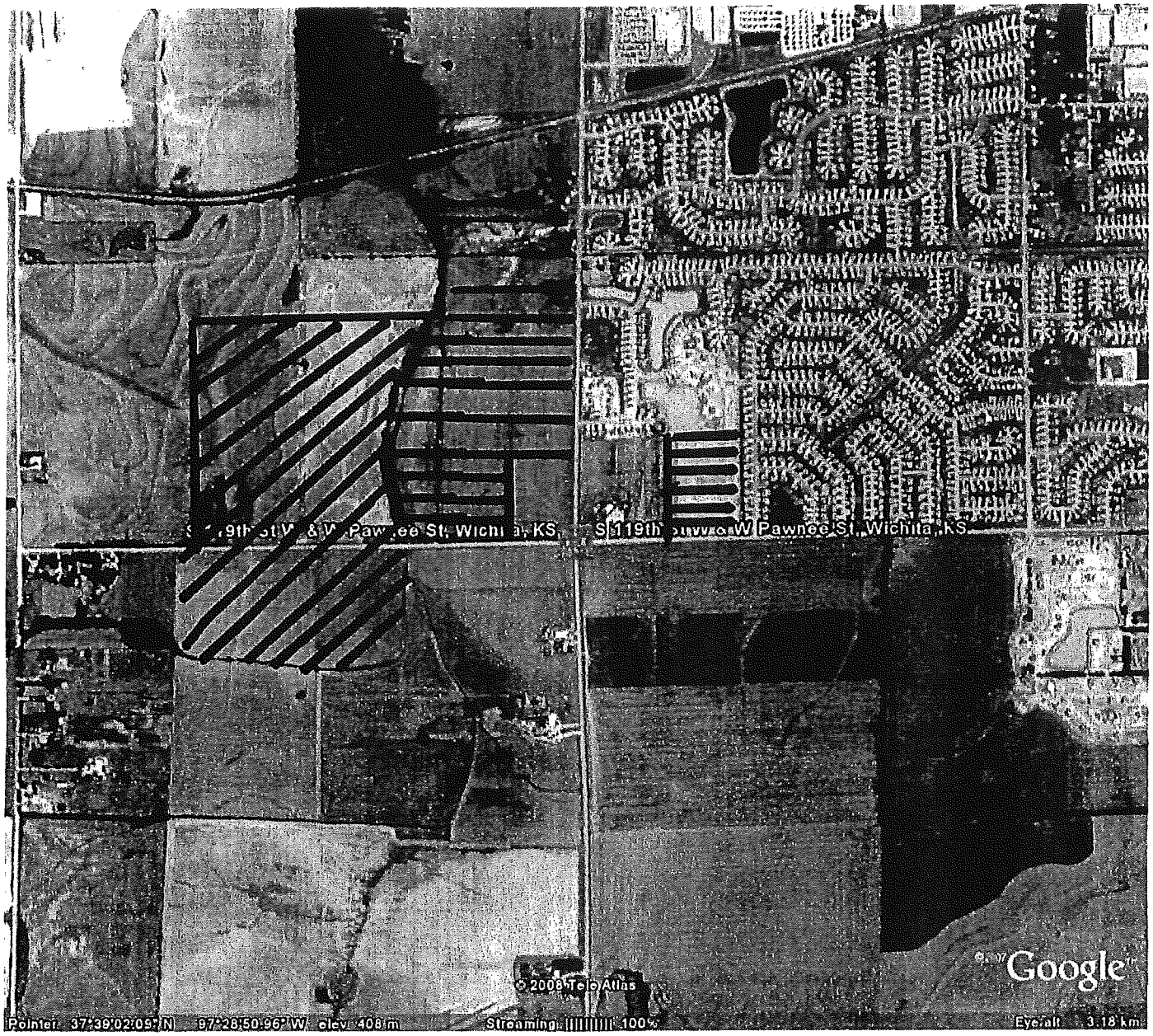
Adopted this 21st day of December 2000. This resolution shall become effective on the fifteenth day after the date last noted above unless the matter is forwarded to the Governing Body for final action under the provisions of Section V-D.6. When any one or more of the exceptions listed in Section V-D.6 exist, this resolution with its conditions of approval shall be considered a recommendation of the MAPC to the Governing Body which shall then have final authority to approve, approve with conditions or modifications, or deny the Conditional Use application.

METROPOLITAN AREA PLANNING COMMISSION

J.D. (Jerry) Michaelis, Acting Chair MAPC

ATTEST:

Marvin S. Krout, Secretary

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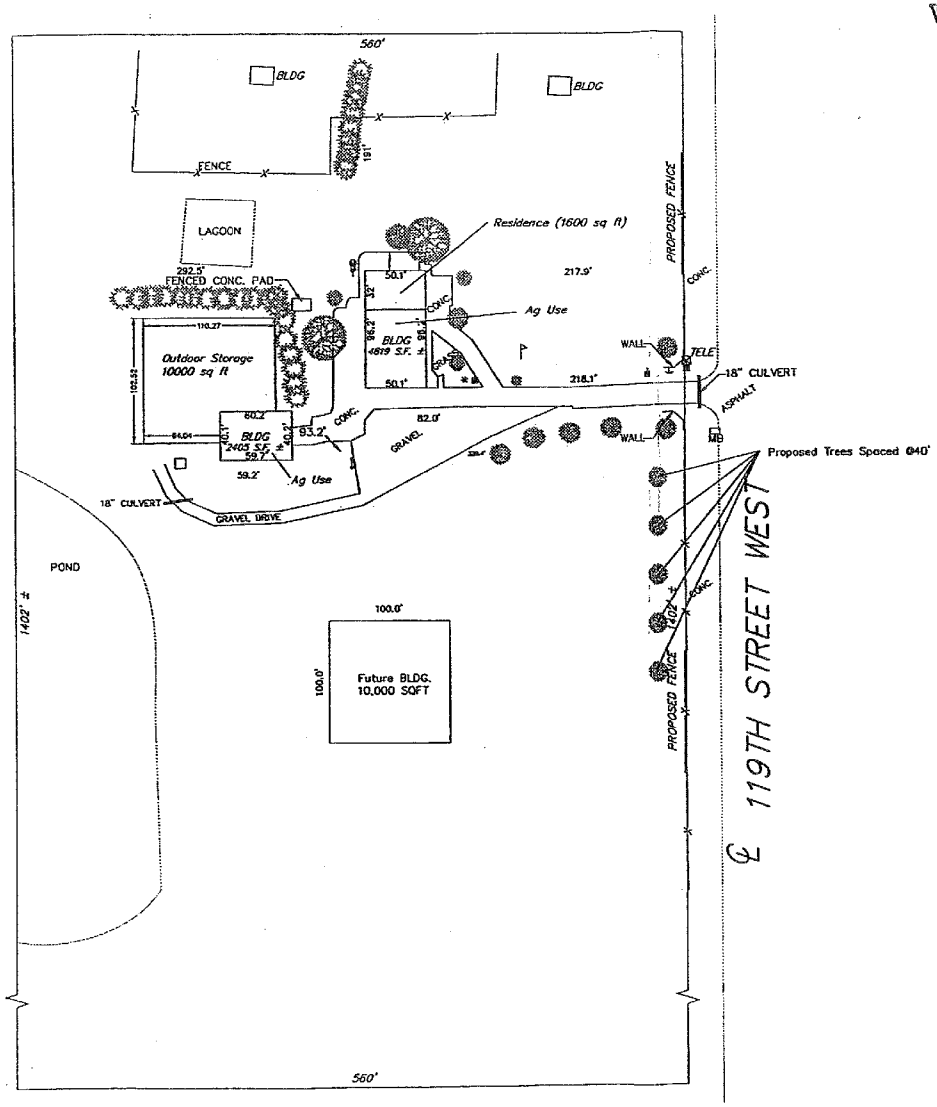
# SITE PLAN FOR
# CON2000-00058

## 2659 S. 119TH STREET WEST
## WICHITA, SEDGWICK COUNTY, KANSAS




SCALE

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LEGEND

- Light Pole
- Monitoring Well
- Tree
- Bush
- Cedar Tree
- Flagpole
- Mail Box
- Power Pole
- Dead Man
- Fence
- Telephone Pedestal
- Cleanout

SITE PLAN

APPROVED 3/7/01 BY RS

LEGAL DESCRIPTION

The East 600 feet of the Southeast 1/4 of the Northeast 1/4, Section 1, Township 28 South, Range 2 West of the 6th Principal Meridian, Sedgwick County, Kansas. Except the East 40 for Road Dedication.

Applicant: Alan S. Girrens

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**Agenda Item No. 10.**

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** CUP2008-10 and CUP2008-11 AND ZON2008-013 and ZON2008-16 – Creation of DP-312 Girrens Addition Commercial Community Unit Plan and zone change from SF-5 Single-family Residential to LC Limited Commercial and GC General, generally located on the southwest corner of 119th Street West and Pawnee Avenue. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

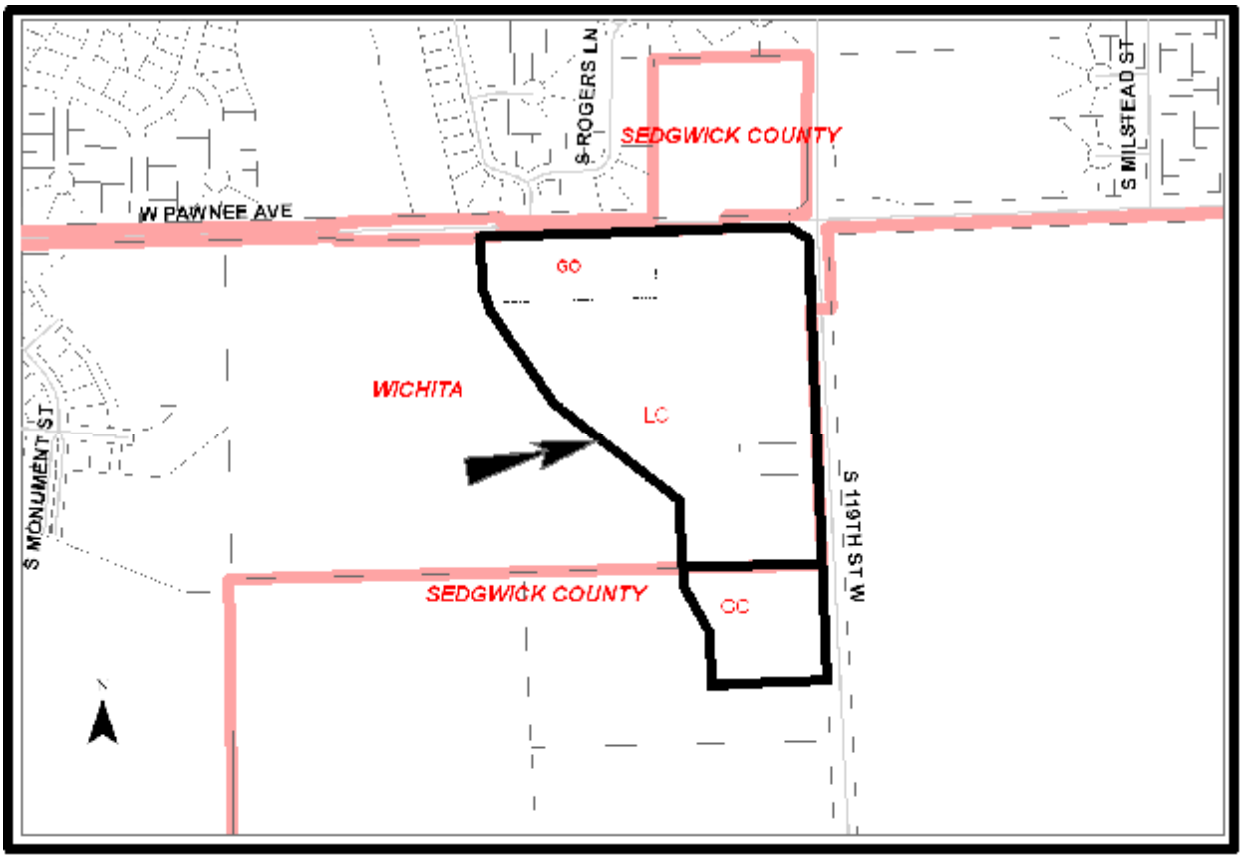
**AGENDA:** Planning (Non-Consent)

---

**MAPC Recommendations:** Approve, subject to staff recommendations with modification (12-2).

**MAPD Staff Recommendations:** Approve, subject to conditions.

**DAB Recommendations:** Approve CUP2008-10 and ZON2008-13, subject to staff recommendations (9-0-1). (DAB did not make recommendation on CUP2008-11 and ZON2008-16 because the property was in the unincorporated area of Sedgwick County when DAB IV heard the case).



BACKGROUND: The applicant proposes to create a commercial community unit plan ("CUP") containing 33.97 acres with eight parcels. Originally this case included property in the City of Wichita (CUP2008-10 and ZON2008-13) and the unincorporated area of Sedgwick County (CUP2008-11 and ZON2008-16). However, the unincorporated area was annexed by the City of Wichita effective May 23, 2008.

CUP2008-10 and ZON2008-13 consists of Parcels 1-6 and Parcel 8. Requested zoning for Parcels 1 through 3 is GO General Office ("GO"). Requested zoning for Parcels 4-6 and Parcel 8 is LC Limited Commercial ("LC"), but the recommendation of MAPC was to limit Parcel 6 and the southern 350 feet of Parcel 8 to GO zoning.

CUP2008-11 and ZON2008-16 consists of one parcel (Parcel 7-5.44 acres) located one-fourth mile south of the intersection of Pawnee Avenue and 119th Street West. Proposed zoning for this parcel is GC General Commercial ("GC"). The property is subject to a conditional use for a rural home occupation for a landscape contractor's business (CON2000-58), granted for a 10-year period that expires December 21, 2010. The annexation of the property would render the conditional use for a rural home occupation (which is a use only allowed in the unincorporated portions of Sedgwick County) no longer valid. Prior to approval of CON2000-58, a zone change to LI Limited Industrial ("LI") to operate the contractor's business (without the associated rural home occupation) was withdrawn after recommendation for denial by staff and opposition from surrounding landowners. LI zoning was viewed as inappropriate due to its intensity and its potential to be a deterrent to future residential development in the area. Another factor was the mid-mile location of the site, which is contrary to commercial locational guidelines. The ten year time-frame anticipated the operation of a use that is more rural in character until the time when the vicinity was ripe for urban-type development.

As recommended by MAPC, Parcel 7 would be restricted to GO uses or the rural home occupation operated in conformance to the conditions of CON2000-58.

Other uses excluded by the CUP are: adult entertainment establishment, sexually oriented business, correctional placement residences, nightclub in the City, nightclub in the County and tavern or drinking establishment. Restaurants with drive-through windows, convenience stores, service stations and vehicle repair, limited, will not be permitted within 200 feet of residential uses, and drive-through lanes are to be designed to ensure queuing lanes do not align vehicle headlights facing residential zoning. No overhead doors shall be allowed within 200 feet of residential uses and shall not be facing any residential zoning district. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.

The applicant requested wood as a possible screening wall material on the west property line since it is separated by a wide creek bed from the adjacent residential development. Use of wood material requires approval by the Governing Body as a deviation from the UZC CUP requirements, based on finding that it meets good planning practice and the purpose of the community unit plan standards of the Unified Zoning Code. Screening of trash receptacles, loading docks, outdoor storage and loading areas and roof-top equipment and exterior setbacks would be in addition to the wood fence and be per the UZC. The CUP also provides architectural compatibility, shared landscape palette and consistency in parking lot elements with heights limited to 24 feet for base, pole and fixtures to enhance the planned appearance of the development.

Monument signage would be limited to 20 feet in height. Portable and off-site signs would be prohibited. Flashing signs (except time and temperature signs and public service messages), rotating or moving signs, signs with moving lights or signs which create illusions of movement would be prohibited; window signs would be limited to 25 percent of window area and wall signage on the rear of buildings prohibited. The CUP requires cross-lot circulation, pedestrian connectivity between the buildings and the arterial streets and internal circulation not impeding movement between parcels.

The property is in agricultural use except for the residence on Parcel 6, located on land zoned SF-5, and except for the residence associated with the rural home occupation for the landscape contractor's business on Parcel 7, located on land zoned SF-20 with CON2000-58. The property to the north is being developed with a single-family subdivision, Turkey Creek Addition, on property zoned SF-5. A nine-acre vacant tract zoned SF-20 is located at the northwest corner. A church is located on the northeast corner on property zoned SF-

5, surrounded by Flat Creek Addition with single-family residences. The land to the east of 119th Street West is zoned SF-20 and is in agricultural use. The property to the south also is zoned SF-20 and is in agricultural use. The remnant of CON2000-58 extends about 400 feet south of Parcel 7 to include a "future building" that has not been built. The tributary to the Calfskin Creek and its floodplain is located to the west of the CUP on property zoned SF-5 and SF-20. West of the Calfskin tributary, single-family residences are being developed in the Southwest Passage Addition.

**Analysis:** At the DAB IV meeting held April 2, 2008, DAB voted (9-0-1) to recommend approval of the zoning of the property located in the city (CUP2008-10 and ZON2008-13) subject to staff comments and the use of the wood materials. A representative of the landowner to the east expressed opposition to the GC zoning and concerns over the size of the proposed development as being larger than typical for local commercial development. At the MAPC meeting held April 10, 2008, MAPC voted (10-2) to approve subject to staff recommendations. Counsel for one property owner to the east presented evidence in opposition to the request, and a representative for the other landowner to the east spoke in opposition. Both speakers opposed the size of the rezoning and particularly the more intensive (GC) use of the property located one-fourth mile south of Pawnee.

Protest petitions have been filed representing 46.5 percent of the property within the legal protest area for ZON2008-13 and 48.6 percent of the property within the legal protest area for ZON2008-16 based on its original notice as being in Sedgwick County. A three-fourth majority vote is required to override the protest for both the city case and the county case.

After the MAPC hearing, the applicant asked for deferral of forwarding the request to Wichita City Council until the unincorporated portion was annexed.

The MAPC recommendation is it be: **APPROVED**, subject to platting within one year and subject to the following conditions:

A. APPROVE the zone change (ZON2008-13) to GO for Parcels 1, 2, 3, 6 and the south 350 feet of Parcel 8 and LC for Parcels 4 and 5 and Parcel 8 except the south 350 feet.

B. APPROVE the zone change (ZON2008-16) to GC subject to Note A for Parcel 7.

C. APPROVE the Community Unit Plan (DP-312), subject to the following conditions:

1. Provide guarantees for left turn center lanes and right turn decel lanes to all full movement approaches at time of platting.
2. Align a western drive on Pawnee Avenue with Upland Hills Street.
3. Restrict Parcel 7 to those uses permitted in the GO zoning district and the rural home occupation as approved by CON2000-58.
4. Restrict Parcel 6 and the southern 350 feet of Parcel 8 to GO zoning.
5. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
7. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.
8. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-312) includes special conditions for development on this property.
9. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality and Affordable Living.

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

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the community unit plan and the zone change; withhold the publication of the ordinance until the plat is recorded (requires three-fourths majority vote to override protest for ZON2008-13 and/or for ZON2008-16); or

2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

**Agenda Item No. 11.**

**City of Wichita**
**City Council Meeting**
June 10, 2008

| | |
|---|---|
| **TO:** | Mayor and City Council Members |
| **SUBJECT:** | DER2008-01: 47th-55th Street South Joint Area Plan, 2008-2030 (Within Unincorporated Sedgwick County) |
| **INITIATED BY:** | Metropolitan Area Planning Department |
| **AGENDA:** | Planning (Non-Consent) |

---

**Recommendation:** Adopt the *47th-55th Street South Joint Area Plan, 2008-2030*.

**47th-55th Street South Joint Area Plan**
**Location**

**Background**: In mid-2007, the City of Derby, the City of Wichita and Sedgwick County jointly agreed to develop a tri-jurisdictional land use plan for the unincorporated area located between 47th and 55th Street South, and K-15 to 159th Street East. It was determined that a plan with a 2030 planning horizon was needed to address issues related to the possible future extension of urban water and sewer services into portions of the plan area, and coordinate the long term 2030 urban growth areas for the cities of Derby and Wichita.

A joint Plan Steering and Technical Advisory Committee advised and directed the development of this plan. The Committee also discussed the appropriateness of modifications to the 2030 growth areas for Derby and Wichita, and the current water agreement between Derby and Wichita.

The plan contains an 'existing conditions' analysis of natural features, land uses and services, zoning and land use policies affecting the plan area, as well as projections of future population and employment growth to the year 2030. The plan proposes an anticipated / desired future land use concept that reflects the efficient, future extension of various urban municipal services into portions of the plan area.

**Analysis:** The overall plan concepts are as follows:

1) **Future Land Use Concept**
   Based on research and Steering Committee and Technical Advisory Committee discussions, a Future Land Use Concept has been developed for the Plan Area that largely reflects the Future Land Use Map within the *City of Derby 2006 Comprehensive Plan*, and is consistent with the Wichita-Sedgwick County 2030 Functional Land Use Guide. The Future Land Use Concept developed for the Plan Area is a compilation of population and employment projections, existing and desired future land use patterns, future service area potential, implementation of a series of recommendations of the McConnell AFB Joint Land Use Study and other current trends.

2) **Existing Water Agreement between Wichita and Derby**
   It is proposed that the existing water agreement between the City of Wichita and the City of Derby not be modified at this time, and the Plan Area remain within the City of Wichita's water servicing area. The draft plan recommends that the City of Derby and the City of Wichita should continue to work together by allowing some flexibility in the agreement for situations/cases that arise in which the water agreement boundaries may need to be modified for economic and efficiency purposes.

3) **2030 Urban Growth Area**
   The *City of Derby 2006 Comprehensive Plan* identifies a portion of the Plan Area (along Rock Road) as a part of the Derby 2030 Growth Area, while at the same time *The Wichita-Sedgwick County Comprehensive Plan* includes a portion of the Plan Area within the City of Wichita's 2030 Urban Growth Area, from K-15 to just east of Greenwich Road. The *47th-55th Street South Joint Land Use Plan, 2008-2030* does not resolve future growth area/annexation issues. It is recommended that annexation continue to occur as the market demands.

4) **Zoning Area of Influence**
   The City of Derby's Zoning Area of Influence currently covers the majority of the Plan Area from K-15 to 127th Street. The *47th-55th Street South Joint Land Use Plan, 2008-2030* does not propose changes to Derby's Zoning Area of Influence.

5) **Tri-Jurisdictional Task Force**
The plan recommends that the Managers of the City of Wichita, the City of Derby and Sedgwick County create a Tri-Jurisdictional Task Force to continue efforts to coordinate the future growth and servicing issues that may develop over time. The Task Force would meet once a year, (or more often as needed) and would consist of one person from each jurisdiction that is familiar with these issues. Although this Plan provides land use guidance, there are some unresolved issues that the Committee felt that it was too early to make further decisions.

The *47th-55th Street South Joint Area Plan, 2008-2030* outlines formal policy, which is proposed to be jointly adopted by Sedgwick County, and the Cities of Derby and Wichita as elements of their respective comprehensive plans. Property owners within the Plan Area were invited to an informal Open House, held January 28, 2008, that provided information regarding the plan concepts and provided property owners an opportunity to submit comments or concerns. Approximately 43 property owners attended the Open House.

**Financial Considerations:** Adopting the *47th-55th Street South Joint Area Plan, 2008-2030* involves no commitment of funding.

**Legal Considerations:** The Metropolitan Area Planning Commission, in accordance with Kansas state statutes, published the required public hearing notice in the official City newspaper on March 6, 2008, held a public hearing for the proposed *47th-55th Street South Joint Area Plan, 2008-2030* and approved a resolution adopting the Plan as an amendment to *The Wichita-Sedgwick County Comprehensive Plan* on March 27, 2008. The City of Derby's Planning Commission also published a public hearing notice, held a public hearing and approved a resolution adopting the Plan as an amendment to the Derby Comprehensive Plan on March 20, 2008. The Plan is ready for adoption by the governing bodies of Derby, Wichita and the Board of Sedgwick County Commissioners. The adopting Ordinance has been reviewed and approved as to form.

**Recommendations/ Actions:** Adopt the *47th-55th Street South Joint Area Plan, 2008-2030*, as an amendment of *The Wichita-Sedgwick County Comprehensive Plan*, approve first reading of the Ordinance, and publish the ordinance in the office City newspaper after adoption.

**OCA150005 BID #37529-009 CID #76383**

**Published in the Wichita Eagle on _____**

**ORDINANCE NO. _____**

**AN ORDINANCE ADOPTING THE *47th-55th STREET SOUTH JOINT AREA PLAN* AS AN AMENDMENT TO THE *WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN*.**

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 *et seq.*, the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2002, 2005, 2006, and 2007; and

WHEREAS, the Comprehensive Plan may be amended, as needed, to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the City of Wichita and Sedgwick County in collaboration with the City of Derby, undertook the development of the *47th-55th Street South Joint Area Plan, 2008-2030* to address issues related to the possible future extension of water and sewer into portions of the plan area, and coordinate the long term 2030 urban growth areas for the cities of Derby and Wichita; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on March 6, 2008, of a public hearing on said plan area; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on March 27, 2008, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said plan area, and approved a resolution adopting the *47th-55th Street South Joint Area Plan, 2008-2030*, as an amendment to the *Wichita-Sedgwick County Comprehensive Plan.*

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

SECTION 1. The City of Wichita hereby adopts the *47th-55th Street South Joint Area Plan, 2008-2030*, as an amendment to the *Wichita-Sedgwick County Comprehensive Plan*; and

SECTION 2. Notice of this action shall be transmitted to the Sedgwick County Board of County Commissioners and to all other taxing subdivisions in the planning area that request a copy of the plan.

SECTION 3. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this _____.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council Members

**SUBJECT**: DED 2008-04 -- Dedication of a Utility Easement west of Seneca and north of MacArthur Road. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

---

**Staff Recommendation:** Accept the Dedication.

**Background:** This Dedication is associated with Lot Split Case No. SUB 2008-07 (Carpenter's Local Union No. 201 Addition). The Dedication is for construction and maintenance of public utilities.

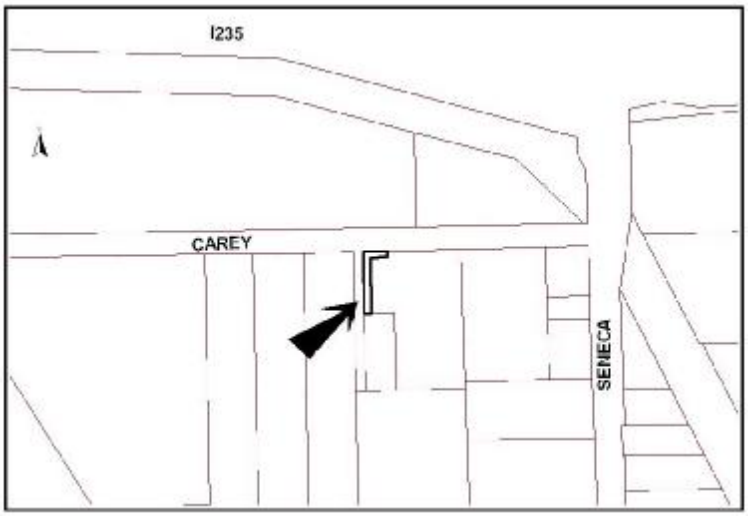
**Analysis:** None.

**Financial Considerations:** None.

**Goal Impact**: Ensure Efficient Infrastructure.

**Legal Considerations:** The Dedication will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedication.



## UTILITY EASEMENT

THIS EASEMENT made this 14th day of May, 2008, by and between United Brotherhood Carpenters & Joiners of America Local 201 of the First part and the City of Wichita of the second part.

WITNESSETH: That the said first part in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The north 20 feet and the west 23 feet of a tract described as follows:

The west 80 feet except the South 250 feet of Lot 1, Carpenters Local Union No. 201 Addition, Wichita, Sedgwick County Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

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

United Brotherhood Carpenters & Joiners
of America Local 201

Gary Trione, President

DED 2008-04
(SUB 2008-07)

STATE OF KANSAS )
SEDGWICK COUNTY ) ss

Personally appeared before me a notary public in and for the County and State aforesaid Gary Trione, President, United Brotherhood Carpenters & Joiners of America Local 201 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 14th day of May, 2008.

Rebecca Acosta
Notary Public

My Commission Expires: 12/30/09

REBECCA ACOSTA
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** VAC2008-00011 - Request to vacate a portion of a platted setback; generally located south of Maple Street and east of Tyler Road. (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Approve.

**MAPC Recommendation:** Approve (unanimously).

**Background:** The applicant proposes to vacate the east 13 feet of the platted 25 foot street side yard setback, making a 12 foot setback in its place. The site is the west half of Lot 1, Woodchuck Villas 2nd Addition. The zoning of the subject site is TF-3 Duplex Residential ("TF-3"). The lot has been split by two separate owners and developed with a single-family residence on each half of the lot. The lot, as split, does meet the Unified Zoning Code's (UZC) minimum standards for a single-family residential lot in the TF-3 zoning district. The UZC requires a minimum of a 15 foot street side yard setback for the TF-3 zoning district. If this was not a platted setback, the applicant could have applied for an Administrative Adjustment, which would reduce theTF-3 zoning district's 15 foot street side yard setback by 20%, resulting in a 12-foot setback, which is what the applicant is requesting. The applicant proposes to build a room addition onto the residences, thus the vacation request. There is a platted easement located within the south end of the remaining setback, which covers a sewer line; this easement will remain in place. There are no water lines or other utilities located within the platted setback. The Woodchuck Villas 2nd Addition was recorded with the Register of Deeds on July 2, 1979.

**Analysis:** The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

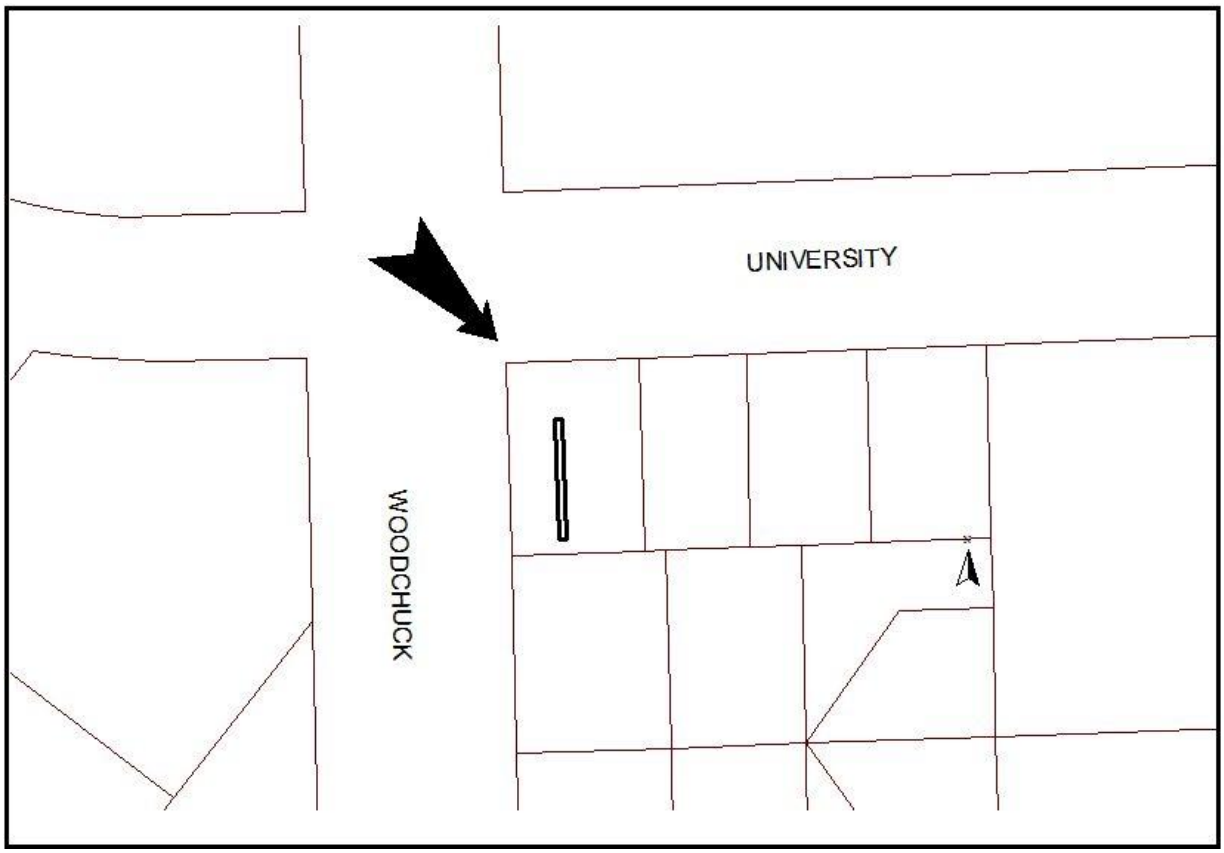
**Financial Considerations:** None.

**Goal Impact:** Ensure efficient infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

**Attachments:** None.


UNIVERSITY
WOODCHUCK

**Agenda Item No. 14.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Housing Choice Voucher Family Self-Sufficiency Grant Application (All Districts)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority (Consent)

---

**Recommended Action:** Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

**Background:** The United States Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions and the Homeownership Coordinator position.

**Analysis:** HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program in order to receive additional Section 8 Housing Choice Vouchers. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the program provides the opportunity for them to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency and Homeownership Coordinators work with program participants to connect them with community resources such as job training, to help them achieve self-sufficiency. Many FSS participants have become homeowners through the Homeownership 80 program and/or the Housing Choice Voucher Homeownership program as a result of their participation.

**Legal Considerations:** HUD requires the Family Self-Sufficiency program.

**Goal Impact:** This program contributes to the City goal of Economic Vitality and Affordable Living.

**Financial Considerations:** The amount of the application is $172,912, which covers the salary and fringe benefits of one Homeownership Coordinator and two Family Self-Sufficiency program coordinators. All positions are currently filled.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

**Attachment:** Housing Choice Voucher Family Self-Sufficiency Grant Application

OMB Number: 4040-0004
Expiration Date: 01/31/2009

## Application for Federal Assistance SF-424

Version 02

| * 1. Type of Submission: | * 2. Type of Application: | * If Revision, select appropriate letter(s): |
|---|---|---|
| ☐ Preapplication | ☐ New | |
| ☒ Application | ☒ Continuation | * Other (Specify) |
| ☐ Changed/Corrected Application | ☐ Revision | |

| * 3. Date Received: | 4. Applicant Identifier: |
|---|---|
| Completed by Grants.gov upon submission. | |

| 5a. Federal Entity Identifier: | * 5b. Federal Award Identifier: |
|---|---|
| | KS004FSF003 & KS004FSH003 |

**State Use Only:**

| 6. Date Received by State: | 7. State Application Identifier: |
|---|---|
| | |

**8. APPLICANT INFORMATION:**

* a. Legal Name: City of Wichita Kansas Housing Authority

| * b. Employer/Taxpayer Identification Number (EIN/TIN): | * c. Organizational DUNS: |
|---|---|
| 48-6000653 | 043063460 |

**d. Address:**

| | |
|---|---|
| * Street1: | 332 N. Riverview |
| Street2: | |
| * City: | Wichita |
| County: | Sedgwick |
| * State: | KS: Kansas |
| Province: | |
| * Country: | USA: UNITED STATES |
| * Zip / Postal Code: | 67203 |

**e. Organizational Unit:**

| Department Name: | Division Name: |
|---|---|
| Wichita Housing Authority | Section 8 |

**f. Name and contact information of person to be contacted on matters involving this application:**

| | | | |
|---|---|---|---|
| Prefix: | Mrs. | * First Name: | Gail |
| Middle Name: | | | |
| * Last Name: | Lotson | | |
| Suffix: | | | |

Title: Section 8 Program Manager

Organizational Affiliation:

| * Telephone Number: | 316-462-3792 | Fax Number: | 316-337-9103 |
|---|---|---|---|

* Email: glotson@wichita.gov

OMB Number: 4040-0004
Expiration Date: 01/31/2009

## Application for Federal Assistance SF-424

Version 02

**9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.871

CFDA Title:

Section 8 Housing Choice Vouchers

*** 12. Funding Opportunity Number:**

FR-5200-N-03

* Title:

Housing Choice Voucher Family Self-Sufficiency

**13. Competition Identification Number:**

HCV-FSS-03

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Wichita, KS

*** 15. Descriptive Title of Applicant's Project:**

To support the implementation of local strategies that help HUD assisted renters make progress towards self-sufficiency.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

OMB Number: 4040-0004
Expiration Date: 01/31/2009

**Application for Federal Assistance SF-424** Version 02

**16. Congressional Districts Of:**

* a. Applicant KS004 * b. Program/Project KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 01/01/2009 * b. End Date: 12/31/2009

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 172,912.00 |
| * b. Applicant | 0.00 |
| * c. State | 0.00 |
| * d. Local | 0.00 |
| * e. Other | 0.00 |
| * f. Program Income | 0.00 |
| * g. TOTAL | 172,912.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No Explanation

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. * First Name: Carl

Middle Name:

* Last Name: Brewer

Suffix:

* Title: Mayor

* Telephone Number: 316-268-4331 Fax Number: 316-268-4333

* Email: cbrewer@wichita.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

# DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

Approved by OMB
0348-0046

**1. * Type of Federal Action:**
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

**2. * Status of Federal Action:**
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

**3. * Report Type:**
- [x] a. initial filing
- [ ] b. material change

**4. Name and Address of Reporting Entity:**

[x] Prime [ ] SubAwardee

** Name* City of Wichita, Kansas Wichita Housing Authority

** Street 1* 332 N. Riverview *Street 2*

** City* Wichita *State* KS: Kansas *Zip* 67203

Congressional District, if known: 4th

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

**6. * Federal Department/Agency:**
Dept of Housing & Urban Development

**7. * Federal Program Name/Description:**
Section 8 Housing Choice Vouchers

CFDA Number, *if applicable:* 14.871

**8. Federal Action Number,** *if known:*

**9. Award Amount,** *if known:*
$ 172,912.00

**10. a. Name and Address of Lobbying Registrant:**

*Prefix* Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* City of Wichita, City Manager Office *Street 2* 455 N. Main

** City* Wichita *State* KS: Kansas *Zip* 67202

**b. Individual Performing Services** (including address if different from No. 10a)

*Prefix* Mr. ** First Name* Dale *Middle Name*

** Last Name* Goter *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix* Mr. ** First Name* E.H. *Middle Name*

** Last Name* Flentje *Suffix*

**Title:** Interim City Manager **Telephone No.:** 316-268-4351 **Date:** Completed on submission to Grants.gov

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

# Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) Program Coordinator Funding

**U.S. Department of Housing and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0178
Exp. (07/31/2010)

**Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.**

## PART I: General Information. (To be completed by all applicants.)

| Applicant Category: | Moving-to-Work PHA? | DUNS Number of Applicant: | Funding Request |
|---|---|---|---|
| ☒ Renewal ☐ New | ☐ Yes ☐ No | 04-306-34-60 | for Fiscal Year: 2008 |

A. PHA Legal Name (For joint applicants, lead PHA name): City of Wichita Housing Authority (KS004)
Address: 332 N. Riverview
City: Wichita County: Sedgwick
State: Kansas Zip Code: 67203
PHA Number of Applicant: 1

B. PHA Legal Name for Each Joint Applicant (if Applicable). Note: Use Additional pages if necessary.:
Address:
City: County:
State: Zip Code:
PHA Number of Applicant:

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA. ☒ Yes ☐ No

D. The applicant requests consideration for the following preference categories under this NOFA:

| Homeownership | Colonias: | Other - Specify Category (If applicable under this NOFA): |
|---|---|---|
| ☒ Yes ☐ **No** | ☐ Yes ☒ **No** | ☐ |

**E.** Name and telephone number of person most familiar with application:
Name Gail Lotson Telephone Number 316-462-3792

## PART II: Homeownership Information. (To be completed by all applicants.)

The PHA applicant currently administers or participants in a HCV Homeownership program or another homeownership program that serves HCV FSS families. ☒ Yes ☐ No

If yes, provide information requested in A – C below:

**A. Name of qualifying homeownership program or programs:**

| |
|---|
| City of Wichita Housing Authority Housing Choice Voucher Homeownership Program |
| City of Wichita Homeownership 80 Program |
| |

**B. The total number of HCV FSS families enrolled in homeownership preparation activities in the qualifying homeownership program/programs identified above as of the publication date of the current NOFA:**

| | | |
|---|---|---|
| 1. | 112 | HCV homeownership program |
| 2. | 0 | Other qualifying homeownership programs |

**C. Number of HCV FSS program participants and graduates that purchased homes between October 1, 2000 and the publication date of the current NOFA:**

| | | |
|---|---|---|
| 1. | 21 | HCV homeownership program |
| 2. | 14 | Other qualifying homeownership programs |

## PART III: PHA Applicant Program Status and Accomplishments. (Renewal PHAs Only)

**A. Program Status:**

1. The applicant qualifies as an eligible renewal PHA under the NOFA. ☒ Yes ☐ No
2. The PHA has filled each position for which it is seeking renewal funding. ☒ Yes ☐ No
3. The applicant has submitted reports on participating families to HUD via the form HUD-50058, Family Self-Sufficiency/Welfare-to-Work Voucher Addendum. ☒ Yes ☐ No

**B. Program accomplishments as of the publication date of the current NOFA:**

| | | |
|---|---|---|
| 1. | 146 | Total HCV FSS families under FSS Contract. |
| 2. | 68 | The number of HCV FSS program participants with an escrow account balance greater than zero. |

**C. Program accomplishments for the period from October 1, 2003 through the publication date of the current NOFA:**

| | | |
|---|---|---|
| 1. | 48 | The number of HCV families that successfully completed their FSS contracts. |
| 2. | 36 | The number of those graduates that no longer needed rental subsidy. |
| 3. | $5,938.79 | The average escrow account distribution paid to families. |

## PART IV: Funding/Positions Requested. (Renewal PHAs Applicants Only)

For both renewal of currently funded positions and requests for new positions, provide the Information below for each position requested. Use additional pages as needed.

**A. Renewal Positions** - Funding requested to continue currently funded positions: (List FSS homeownership coordinators and regular FSS coordinators separately.)

| FY Last Funded | Salary Amount Last Funded | Position Type 'H' or 'R' * | Salary Requested Per Position ** | Number of Positions | Requesting an increase above percent allowed in the NOFA? 'Y' or 'N' *** |
|---|---|---|---|---|---|
| 2007 | 63,630 | H | $63,630.00 | 1 | N |
| 2007 | 109,282 | R | $54,641.00 | 2 | N |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**B. New Positions** - Funding requested by coordinator type and salary level (If applicable. Refer to most recent FSS NOFA for maximum new positions that can be funded in the current year.) If more than one position, list each separately.

| Position Type 'H' or 'R' * | Salary Requested, including Fringe Benefits** |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**C. Total Requested**

| | | |
|---|---|---|
| 1. | 3 | Total number of new and renewal positions requested in this application. |
| 2. | $172,912.00 | Total $ requested. |

* Type: R= Regular, H=Homeownership

** Salary awards will not exceed the cap per position stated in the most recent NOFA.

*** For any renewal position, where the applicant is requesting a percentage increase above the amount provided for in the current NOFA, the applicant must comply with justification requirements in the current FSS NOFA.

## PART V: Application Information. (New PHA Applicants Only.)

**A. FSS Action Plan Information:**

| | |
|---|---|
| | HCV FSS program size in the HUD-approved Action Plan. (For Joint applications, provide total approved slots for all participating PHAs.) |

**B. Position/Salary Requested:**

| Number of Positions | Salary Requested, including Fringe Benefits** |
|---|---|
| | |
| | |
| | |

**C. Total Requested.**

| | | |
|---|---|---|
| 1. | | Total number of positions requested. |
| 2. | | Total $ requested. |

** Salary awards will not exceed the cap per position stated in the most recent NOFA.

## 1.9 AFFIRMATIVELY FURTHERING FAIR HOUSING

The City of Wichita Housing Authority (WHA) will conform to Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. Wichita Housing Authority tenants and clients will be directed to the HUD Regional Office of Fair Housing and provided the Housing Discrimination Hotline: 1-800-669-977 should they wish to file a discrimination complaint which could not be resolved locally.

The WHA will advertise widely in the community for all staff positions within the Housing Authority. The Family Self-Sufficiency program will be marketed to eligible persons within the Housing Choice Voucher program, including persons with disabilities and persons with limited English language proficiency. This includes access to buildings and communication that facilitates employment and housing applications, meetings and workshops, and service delivery which is accessible to persons with disabilities.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c) (1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, and in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

WHA outreach and marketing for the Housing Choice Voucher and Homeownership program will include recruiting landlords and service providers to promote housing choice in the Wichita community. Outreach efforts will include quarterly meetings hosted by the Section 8 office, for new and current landlords to provide information about all programs associated with its operations. The WHA also shares information about fair housing at its annual landlord meeting in November.

The WHA will regularly examine its programs or proposed programs, to identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that program waiting lists are consistent with civil rights laws and certifications, specifically; the WHA will market its programs through minority, faith based, disability and senior organizations and publications.

Other compliance certifications of the Wichita Housing Authority include: compliance with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975; compliance with the Architectural Barriers Act of 1968 and 24 CFR Part 41, and Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the

Physically Handicapped. The WHA will also comply with the requirements of Section 3 or the Housing and Urban Development Act of 1968 by marketing employment opportunities for low or very-low income persons through annual notices in newsletters and other public information.

The WHA will maintain quarterly demographic information that includes race, ethnicity, gender of head-of-household, disability, types of income, community district location, and bedroom sizes of program participants.

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Section 8 Administrative Plan Revisions

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority (Consent)

---

**Recommendation:** Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

**Background:** The Governing Board of the Housing Authority must approve revisions to the Section 8 Administrative Plan before changes can be implemented. The revisions to the existing plan are requested in order to include strategies to further fair housing.

**Analysis:** Revisions to the Section 8 Administrative Plan include documents that provide Wichita Housing Authority strategies to affirmatively further Fair Housing requirements. Federal Register, Volume 73, No. 92 requires Housing Authorities submitting grant applications for Family Self-Sufficiency Coordinator funding to include strategies to affirmatively further Fair Housing in the Section 8 Administrative Plan.

**Financial Considerations:** None

**Goal Impact:** This action will support the City's goal of Economic Vitality and Affordable Living.

**Legal Considerations:** Amendments are required or permitted in accordance to Rules and Regulations for administration of Section 8 Housing Choice Voucher Program.

**Recommendations/Actions:** It is recommended that the Wichita Housing Authority Board review and approve the revisions to the Section 8 Administrative Plan for the Section 8 Housing Choice Voucher Program.

**Attachment:** Affirmatively Furthering Fair Housing statement to be included in the Section 8 Housing Choice Voucher Administrative Plan for the Family Self-Sufficiency Program.

**Agenda Item No. 20a.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition for a Sanitary Sewer to serve part of Rubottom Addition (East of Seneca, south of Harry) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by one owner representing 100% of the improvement district.

**Analysis:** The project will provide sanitary sewer service for a commercial development located east of Seneca, south of Harry.

**Financial Considerations:** The Petition totals $31,350. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for new commercial development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments**: Map, CIP Sheet, Petition and Resolution.

**132019**

**First Published in the Wichita Eagle on**

**RESOLUTION NO. _____**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 10, DISTRICT E, SANITARY SEWER NO. 21 (EAST OF SENECA, SOUTH OF HARRY) 468-84523** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 10, DISTRICT E, SANITARY SEWER NO. 21 (EAST OF SENECA, SOUTH OF HARRY) 468-84523** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 10, District E, Sanitary Sewer No. 21 (east of Seneca, south of Harry) 468-84523.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Thirty Thousand Dollars ($30,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2008**, exclusive of the costs of temporary financing.

That, in accordance with provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of One Thousand Three Hundred Fifty Dollars ($1,350).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**RUBOTTOM ADDITION**

Lot 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

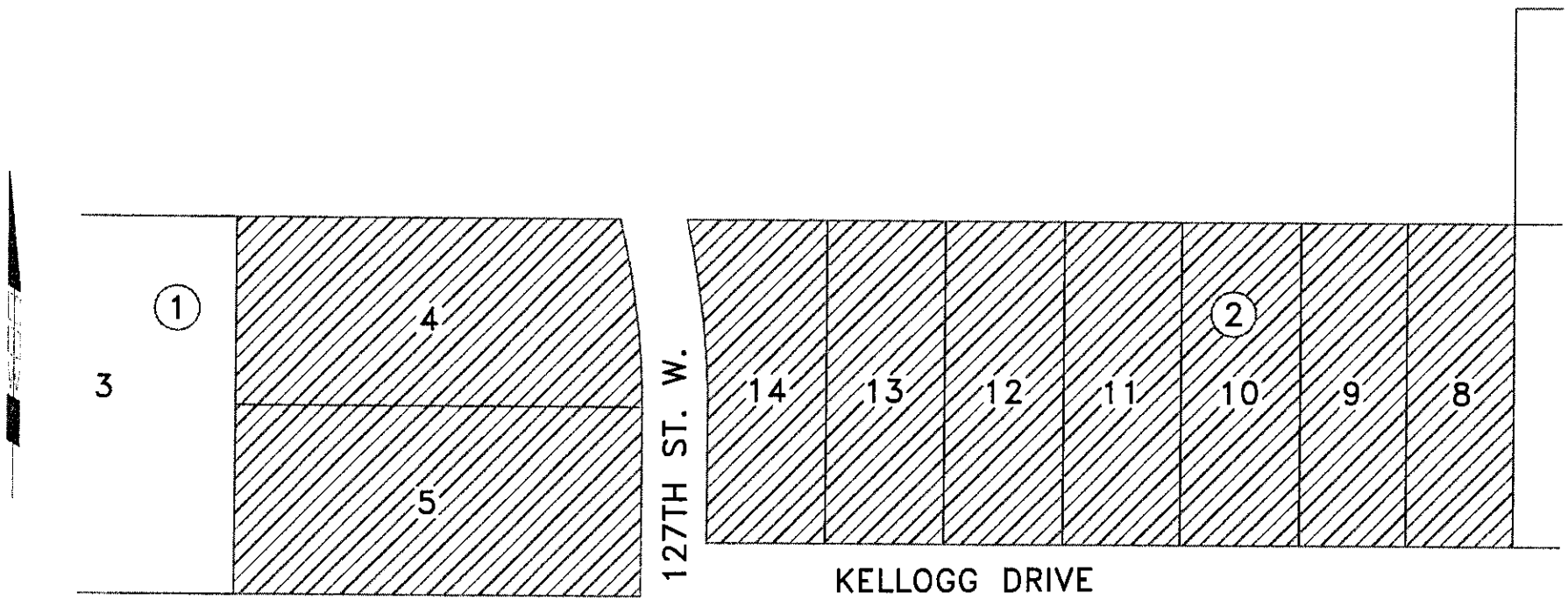
PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

# WHEATRIDGE ADDITION




PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1988

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

RECEIVED

MAY 16 '08

CLERK OFFICE

# WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90392

**Wheatridge Addition**
Lots 4 & 5, Block 1
Lots 8-14 Inclusive, Block 2

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(North of Kellogg, West of HWY 37 (West))

(a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being **One Hundred Thirty Thousand Dollars ($130,000)** exclusive of the cost of interest on borrowed money, with **65%** percent payable by the improvement district. . The remaining **35%** shall be payable from other funds of the City, including available and encumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after **April 1, 2008.**

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|---|
| **Wheatridge Addition** | | |
| Lots 8-14 Inclusive, Block 2 | ELINOR J. MARTENS ESTATE<br>By: Steven J. Martens, Co-Executor<br>By: Michael R. Martens, Co-Executor | |
| Lots 4 & 5, Block 1 | P C VENTURES LLC<br>By: | |

# AFFIDAVIT

The undersigned, being first 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.

Shawn Mellios
Name

455 N Main
Address

268-4632
Telephone Number

Sworn to and subscribed before me this 16 day of May, 2008.

Janis Edwards
Deputy City Clerk

**Agenda Item No. 20b.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition for a Water Distribution System to serve part of Wheatridge Addition (north of Kellogg, west of 119th St. West) (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by three owners representing 100% of the improvement district.

**Analysis:** The project will provide water service for a commercial development located north of Kellogg, west of 119th St. West.

**Financial Considerations:** The Petition totals $130,000 with $84,500 paid by special assessments and $45,500 by the Water Utility. The Utility share is for over sizing the pipe to serve future development outside the improvement district.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing water service for new commercial development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments**: Map, CIP Sheet, Petition and Resolution.

**132019**

**First Published in the Wichita Eagle on**

**RESOLUTION NO. _____**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90392 (NORTH OF KELLOGG, WEST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90392 (NORTH OF KELLOGG, WEST OF 119TH ST. WEST)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90392 (north of Kellogg, west of 119th St. West).**

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirty Thousand Dollars ($130,000)** exclusive of the cost of interest on borrowed money, with **65** percent of the total cost payable by the improvement district. The remaining **35** percent shall be payable from other funds of the City, including available and encumbered funds of the Water and Sewer Utility and proceeds of Water and Sewer Utility Revenue Bonds. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**WHEATRIDGE ADDITION**
Lots 4 and 5, Block 1
Lots 8 through 14 inclusive, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment

Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

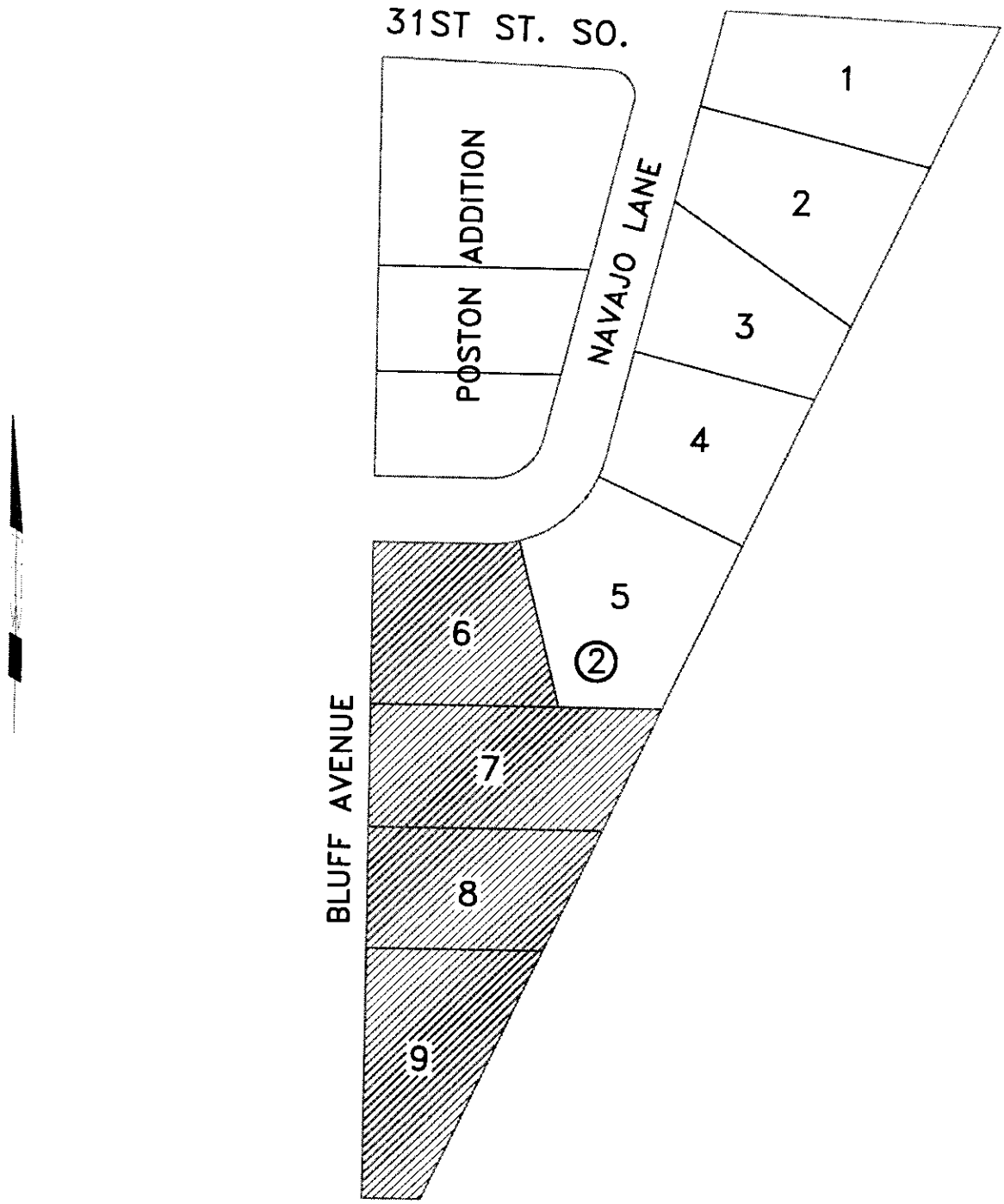
PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2008

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

# McCARTY 2ND ADDITION




BENEFIT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

Wichita All-America City 1988

THE CITY OF WICHITA

CITY ENGINEER'S OFFICE

# CAPITAL IMPROVEMENT

# PROJECT AUTHORIZATION

# CITY OF WICHITA

USE:

| | |
|---|---|
| To Initiate Project | X |
| To Revise Project | |

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

| 1. Initiating Department | 2. Initiating Division | 3. Date | 4. Project Description & Location |
|---|---|---|---|
| Public Works | Eng | 5/20/2008 | Sanitary Sewer for part of McCarty 2nd Addition |

| 5. CIP Project Number | 6. Accounting Number | 7. CIP Project Date (Year) | 8. Approved by WCC Date |
|---|---|---|---|
| NI-200424 | | 2008 | |

| 9. Estimated Start Date | 10. Estimated Completion Date | 11. Project Revised |
|---|---|---|
| As Required | As Required | |

12. Project Cost Estimate

| ITEM | GO | SA | OTHER * | TOTAL |
|---|---|---|---|---|
| Right of Way | | | | |
| Paving, grading & const. | | | | |
| Bridge & Culverts | | | | |
| Drainage | | | | |
| Sanitary Sewer | | $50,000 | | $50,000 |
| Sidewalk | | | | |
| Water | | | | |
| Other | | | | |
| Totals | | $50,000 | | $50,000 |
| Total CIP Amount Budgeted | | | | |
| Total Prelim. Estimate | | | | |

12A.

| | Yes | No |
|---|---|---|
| Platting Required | | |
| Lot Split | | |
| Petition | X | |
| Ordered by WCC | | |

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 6, Submain 14, WIS

468-84524

13. Recommendation: Approve the petition and adopt the Resolution

| Division Head | Department Head | Budget Officer | City Manager |
|---|---|---|---|
| Jim Ramon | Chris M. Ca | Catherine R. Hill | |
| | | Date 5/27/2008 | Date |

no MBF required

# SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**Lots 6 thru 9, Block 2, McCarty 2nd Addition**
**Sedgwick County, Kansas**

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

468-84524

(b) That the estimated and probable cost **of the lateral sanitary sewer** is Fifty Thousand Dollars ($50,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after January 1, 2008.

Lateral 6, Main 14, WIS (South of 37th St. South, until of the Kansas Turnpike)

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

(d) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a per lot basis:

That the owner of Lots 6 thru 9, Block 2, McCarty 2nd Addition to Wichita, Sedgwick County, Kansas shall each pay 1/4 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|---|
| IMPROVEMENT DISTRICT<br>McCarty 2nd Addition<br>Lot 6 thru 9, Block 2 | Brad Julius | 3-27-08 |

**Agenda Item No. 20c.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Petition for a Sanitary Sewer to serve part of McCarty 2nd Addition (south of 31st St. South, west of the Kansas Turnpike) (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by one owner representing 100% of the improvement district.

**Analysis:** The project will provide sanitary sewer service for a commercial development located south of 31st St. South, west of the Kansas Turnpike.

**Financial Considerations:** The Petition totals $50,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for new commercial development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendation/Action:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments**: Map, CIP Sheet, Petition and Resolution.

**132019**

**First Published in the Wichita Eagle on**

**RESOLUTION NO. _____**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 6, MAIN 14, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF THE KANSAS TURNPIKE) 468-84524** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 6, MAIN 14, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF THE KANSAS TURNPIKE) 468-84524** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 6, Main 14, War Industries Sewer (south of 31st St. South, west of the Kansas Turnpike) 468-84524.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Fifty Thousand Dollars ($50,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2008**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**MCCARTY 2ND ADDITION**
Lots 6 through 9, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

**Agenda Item No. 22a.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Webb Business Park Addition (north of 37th Street North, west of Webb) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the drainage improvements in Webb Business Park Addition on October 16, 2007. On March 18, 2008 the City approved an Agreement with Professional Engineering Consultants, P.A. (PEC) to design the improvements. The Design Agreement with PEC requires PEC to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and PEC provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to PEC will be on a lump sum basis of $8,000 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

**Attachments:** Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 18, 2008

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"

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 18, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **WEBB BUSINESS PARK ADDITION** (north of 37th Street North, west of Webb).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING & AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**STORM WATER DRAIN NO. 337** serving Lots 1 and 4, Block 1; Lots 1 thru 3, Block 2, Webb Business Park Addition (north of 37th Street North, west of Webb) (Project No. 468 84431).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of

plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84431 **$8,000.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
(Name & Title)

ATTEST:

_____

**Agenda Item No. 22b.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Cambria Addition (east of 143rd Street East, north of Pawnee) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the sewer improvements in Cambria Addition on February 5, 2008. On March 18, 2008 the City approved an Agreement with Ruggles & Bohm, P.A. to design the improvements. The Design Agreement with Ruggles & Bohm requires Ruggles & Bohm to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and Ruggles & Bohm provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to Ruggles & Bohm will be on a lump sum basis of $11,300 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of sewer improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

**Attachments:** Supplemental Agreement

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 18, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 16, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **CAMBRIA ADDITION** (east of 143rd Street East, north of Pawnee).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING & AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**LATERAL I, MAIN 21, FOUR MILE CREEK SEWER** serving Lots 1 through 9, Block 1; Lots 1 through 7, Block 2; Lots 1 through 9, Block 3; Lots 1 through 15, Block 4, Cambria Addition (east of 143rd Street East, north of Pawnee) (Project No. 468 84480).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise

stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 448 84480 $**11,300.00**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2008.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

_____
(Name & Title)

ATTEST:

_____

**Agenda Item No. 22c.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Asbestos Survey and Related Services (All Districts)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation**: Approve Vendor Selection.

**Background:** Various City Departments require asbestos survey and related services for demolition and remodeling projects as required by the Environmental Protection Agency (EPA) and the Kansas Department of Health and Environment (KDHE).

**Analysis:** Request for Proposal (RFP) (FP800016) were mailed on February 1, 2008. Five (5) firms responded to the proposal as follows: Allied Environmental Consultants, Inc. (AEC) at $88,785.00; B2 Environmental, Inc. at $69,510.00; OCCU-TEC, Inc. at $127,530.00; Precision Environmental Services (PES) at $31,090.00; Versar, Inc. at $103,425.00.

The Staff Screening and Selection Committee (SS&SC) at their April 24, 2008 meeting took the following actions:

- The committee decided to base its recommendations on cost and technical ability.

- Due to the big difference between the lowest bidder (Precision Environmental Services (PES) at $31,090.00) and the second lowest bidder (B2 Environmental, Inc. at $69,510.00); and the fact that PES is the current City of Wichita Asbestos Survey and Related Services vendor and they have also been performing their duties well over the last two years; the committee decided to deliberate on the proposals without interviewing the firms.

The committee voted unanimously to select the firm of Precision Environmental Services for this project based on their fee proposal, qualifications, and previous performance.

**Financial Considerations:** RFP respondents quoted delivered prices on the equipment, material and services based on the square feet of the facility to be surveyed and unit prices for testing and sampling. Quantities were estimates only. The contract will not obligate the City to any specific purchases or volume of purchases on asbestos surveys. It only provides the departments the ability to obtain asbestos surveys from the most qualified and cost-effective vendor. The contract is for one (1) year with an option to renew for one (1) successive year period by mutual agreement of both parties.

**Goal Impact:** The primary objective of this contract is to provide Improved Environmental Health and Community Safety through detection and abatement of a hazardous material (asbestos) in a safe and professional manner which also conforms to State and Federal safety regulations.

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

**Recommendations/Actions:** It is recommended that the City Council approve the selection of Precision Environmental Services for this contract and authorize the necessary signatures.

**Attachments:** Contract.

# CONTRACT
# for
# ASBESTOS SURVEY AND RELATED SERVICES

## BLANKET PURCHASE ORDER NUMBER BP800044

**THIS CONTRACT** entered into this 1st day of June, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **PRECISION ENVIRONMENTAL SERVICES** (Vendor Code Number 805623-003), 1405 S. Mosley, Wichita, KS 67211, Telephone Number (316) 265-0012 hereinafter called **"VENDOR"**.

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for **Asbestos Survey and Related Services** (Formal Proposal – FP800016), and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY.**

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800016, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP800016, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **VENDOR** the following unit prices for **Asbestos Survey and Related Services** for the Public Works Dept./Building Services Division of the City of Wichita as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of February 21, 2008 and as approved by the City Council on May 20, 2008:

| | Description | Unit Cost Per Each |
|---|---|---|
| | **Asbestos Survey:** | |
| Item 1: | Survey Structure 0 to 999 Square Feet | $150.00 |
| Item 2: | Survey Structure 1,000 to 1,999 Square Feet | 185.00 |
| Item 3: | Survey Structure 2,000 to 2,999 Square Feet | 200.00 |
| Item 4: | Survey Structure 3,000 to 3,999 Square Feet | 250.00 |
| Item 5: | Survey Structure 4,000 to 4,999 Square Feet | 275.00 |

| | | |
|---|---|---|
| Item 6: | Survey Structure 5,000 to 6,999 Square Feet | 300.00 |
| Item 7: | Survey Structure 7,000 to 9,999 Square Feet | 375.00 |
| Item 8: | Survey Structure 10,000 to 30,000 Square Feet | 500.00 |

| | **Description** | **Unit Cost Per Hour & Each** | |
|---|---|---|---|
| Item 9: | Project Consulting, Design | $60.00 | HR |
| Item 10: | Site Management and Air Monitoring | 50.00 | HR |
| Item 11: | Air Monitoring and Analysis for Airborne Contaminates (other than asbestos) | 40.00 | HR |
| Item 12: | Asbestos Air Monitoring and Analysis | 40.00 | HR |
| Item 13: | VOC Testing | 50.00 | EA |
| Item 14: | MVOC Testing | 325.00 | EA |
| Item 15: | Mercury Survey | 50.00 | HR |
| Item 16: | Mercury Sampling | 35.00 | EA |
| Item 17: | PCB Survey | 50.00 | HR |
| Item 18: | PCB Sampling | 30.00 | EA |
| Item 19: | Asbestos Sample Analysis | 6.00 | EA |

Billing Terms: Net Thirty (30) Days

3. **Term.** The term of this contract shall be from **June 1, 2008, through May 31, 2009,** with options to renew the contract for a one year period by mutual agreement of both parties. This contract is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **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 **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage,

**(Environmental)** and Contractual Liability with minimum limits as follows:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each occurrence<br>$500,000 each aggregate |
| Property Damage Liability | $500,000 each occurrence<br>$500,000 each aggregate |
| Or | |
| Bodily Injury and Property Damage Liability (Combined Single Limit) | $500,000 each occurrence<br>$500,000 each aggregate |

2. Automobile Liability - Comprehensive Form including all owned hired and non-owned vehicles with minimum limits for:

| | |
|---|---|
| Bodily Injury Liability | $500,000 each accident |
| Property Damage Liability | $500,000 each accident |
| Or | |
| Bodily Injury and Property Damage Liability (Combined Single Limit) | $500,000 each accident |

3. Workers' Compensation/Employers Liability for minimum limits of:

| | |
|---|---|
| Employers Liability | $100,000 each accident |

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Compliance with Laws. VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**7. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

**8. Non-Discrimination. VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**9. Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

**10. No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**11. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

**12. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents the he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

Janis Edwards
Deputy City Clerk

**CITY OF WICHITA, KANSAS**

Carl G. Brewer, Mayor

**APPROVED AS TO FORM:**

Gary E. Rebenstorf
Director of Law

**PRECISION ENVIRONMENTAL SERVICES**

Signature

LEON CONWAY
Print Signature Name

Owner
Title (*President or Corporate Officer*)

## EXHIBIT A

## REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor

reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**Agenda Item No. 23a.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Harvest Ridge Addition (west of Maize, south of 31st Street South) (District IV)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

---

**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the paving improvements in Harvest Ridge Addition on July 15, 2003.

**Analysis:** The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Harvest Ridge Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Baughman will be on a lump sum basis of $25,800 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

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

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

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

HARVEST RIDGE ADDITION

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**HOLLYWOOD** from the west line of Lot 18, Block C, west and north to the south line of Lot 1, Block D, on **35TH STREET SOUTH** from the west line of Hollywood, west to the west line of the plat, on **SHEFFORD** from the north line of Hollywood, north to the north line of the plat. **HOLLYWOOD COURT** from the north line of Hollywood, north to and including the cul-de-sac to serve Lots 49 through 63, Block A, on **HOLLYWOOD COURT** from the north line of Hollywood, north to and including the cul-de-sac to serve Lots 34 through 48, Block A. Sidewalk be constructed on one side of Hollywood, Shefford and 35th Street South (west of Maize, south of 31st Street South) (Project No. 472 83806).

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 Harvest Ridge Addition and to perform the PROJECT tasks outlined in 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 the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 472 83806 $**25,800.00**

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

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

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

SEAL:

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

_____
N. Brent Wooten, President

ATTEST:

_____

*EXHIBIT "A"*

# SCOPE OF SERVICES

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.

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

A. PHASE I – PLAN DEVELOPMENT

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 NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The 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 their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. 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. 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. Prepare right-of-way 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 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.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. 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. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. 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.
11. 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.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. 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.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Plan Development for the paving improvements by **July 7, 2008**.
       (Project No. 472 83806).

# 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.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

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
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

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 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.

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.

# REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 1 day of MAY, 2008 by and between Tiffany Nguyen, hereinafter referred to as "Seller," whether one or more, and City of Wichita, 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 warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

The South 10 feet of Lot 1, L.R. Jones Addition except the north 22 feet thereof, Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Thousand Dollars ($20,000.00) 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, to 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. Taxes shall be pro-rated for the calendar year.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except as discussed elsewhere in this contract.

7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2008.

8. 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; the Seller 0%.

9. 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,



PAGE 2/3 * RCVD AT 3/7/2008 3:50:52 PM [Central Standard Time] * SVR:CESSNA80/8 * DNIS:5306 * CSID:City of Wichita - 2 * DURATION (mm-ss):01-34

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with the exception that seller shall return to buyer any deposit made hereunder.

B. 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.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B 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:**

**BUYER:**
**By Direction of the City Council**

Carl Brewer, Mayor

**ATTEST:**

Karen Sublett, City Clerk

**Approved as to Form:**

Gary E. Rebenstorf, Director of Law



PAGE 3/3 * RCVD AT 3/7/2008 3:50:52 PM [Central Standard Time] * SVR:CESSNA50/8 * DNIS:5308 * CSID:City of Wichita - 2 * DURATION (mm-ss):01-34

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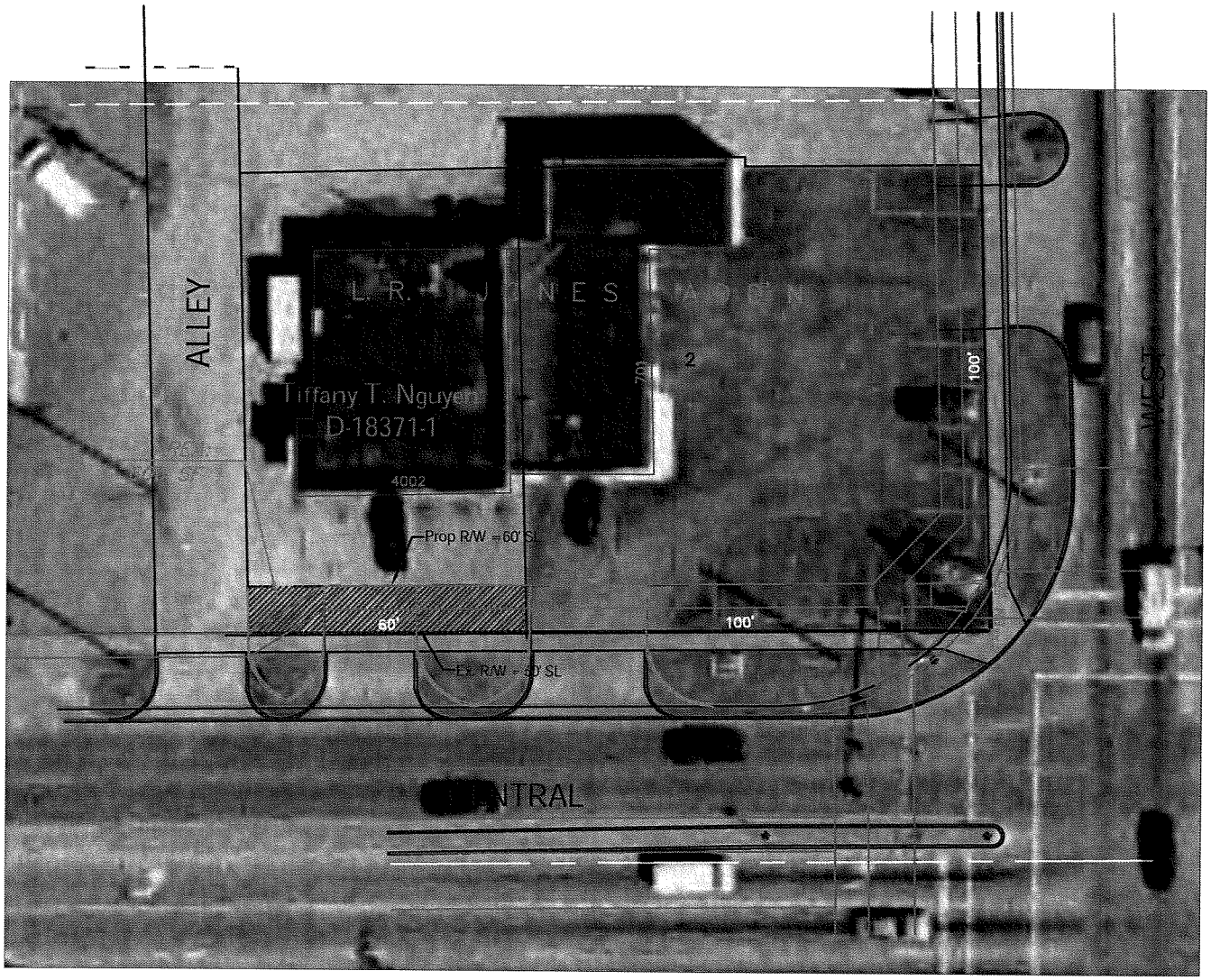
# EXHIBIT

1" = 40'

LEGAL DESCRIPTION:

The South 10 feet of the following described tract of land: Lot 1, L.R Jones Addition, Wichita, Sedgwick County, Kansas, except the North 22' thereof.




Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman

F:eng/West Street Paving New/Exhibits/myers

# 4002 W Central

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. 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. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**Agenda Item No. 24.**

**CITY OF WICHITA**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4002 West Central for the Improvement Project of West Street from Maple to Central (Districts IV and VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On October 18, 2005 the City Council approved the improvement of West Street between Maple and Central. Existing pavement will be replaced, a center turn lane added, traffic signals will be upgraded and a new storm water sewer will be installed. The project will require the acquisition of all or part of 36 parcels. On June 26, 2007 the City Council gave staff permission to initiate eminent domain on those parcels not yet acquired. The subject was included in this action. This acquisition consists of the south 10 feet (600 square feet) of the commercial property at 4002 West Central. The property is improved with a 2,107 square foot commercial/retail building on a 6,000 square foot lot.

**Analysis:** The proposed acquisition consists of 600 square feet and is a ten-foot strip of land along the south property line/north right-of-way line of Central Avenue. The building is not directly impacted as a result of the project, however parking is eradicated as a result of the proposed acquisition. The owner will lose all five of the existing parking spaces however; with a reconfiguration of the site and paving of the western portion of the property, these spaces can be replaced. The appraised offer of $8,100, or $11.00 per square foot and $1,500 for lost parking/drive area improvements were rejected by the owner. The owner has agreed to sell the proposed acquisition area for $20,000, or $11.00 per square foot for the take and $13,400 as proximity damages which will allow for paving the alley adjacent to the building as replacement parking.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of $22,000 is requested. This includes $20,000 for the acquisition and $2,000 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure in the area.

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

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts and 3) Authorize the necessary signatures.

**Attachments:** Aerial map, tract map and contract.

**Agenda Item No. 25.**

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** Wetlands Mitigation in Northwest Wichita

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendation:** Authorize a capital improvement project in the amount of $272,000 for the design and construction of a twenty-acre wetland to be used as a mitigation site.

**Background:** As part of the continued development of the commercial corridor along north Maize Road private developers have initiated a project to construct a large retail store at the intersection of 29th Street North and Maize Road. The building and associated facilities will be constructed in an area that has been designated to be a wetlands by the Corps of Engineers. In order to receive authorization to construct in this area, developers were required to identify an equally-sized area conducive to the creation of wetlands that will offset the area disturbed by the development property.

**Analysis:** Developers made the proposal to use land owned by the City of Wichita Water Utilities as a site for the mitigation. The land is part of the Cowskin Creek Water Quality Reclamation Facility property. The Water Utility purchased the property with the intention of developing wetlands that could be used by the public for recreation and education. Also in the plans was to make use of the wetlands as a wastewater treatment component for the removal of nitrogen and phosphorus.

Private developers will fund the project. They will finance the construction of the facility and the original planting of the vegetative cover. The Water Utilities will be required to maintain the mitigation site for a period of five years, in accordance with standards set by a third-party auditor comprised of representatives from the state and other agencies. Water Utilities will then be responsible for the maintenance of the area in perpetuity without the outside oversight.

The area will be designated by a 404 permit as wetland which will be subject to the control authority of the Corps of Engineers. The control will prevent the use of this land for anything other than wetlands. In the future, if this land is needed for any other purpose, the Water Utilities will be required to mitigate the disturbed area.

**Financial Considerations:** The developer is contributing the cost of facility construction and permitting for this project. Project costs should not exceed $272,000. Original estimates for the project were $300,000. Site permitting has been paid by the developer and the remaining balance has been paid to Water Utilities.

Estimates for site maintenance are approximately $10,000 per year. Site maintenance will be funded from the Water Utilities operating budget. A line item has been added to the budget for $10,000 which will be used to perform the annual maintenance for the area.

**Goal Impact:** This project will promote economic vitality and enhance the quality of life for citizens in the area.

**Legal Considerations:** There are no legal considerations.

**Recommendations/Actions:** It is recommended that the City Council authorize a Capital Improvement Project in the amount of $272,000 for the design and construction of a wetland to be used as a mitigation site.

**Attachments:** There are no attachments.

**City of Wichita**
**City Council Meeting**
June 10, 2008

**TO:** Mayor and City Council

**SUBJECT:** Water Supply Environmental Impact Statement - Update

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement for Professional Services with Burns & McDonnell for updating the Environmental Impact Statement.

**Background:** On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. On March 4, 2003, City Council authorized a project to evaluate the potential environmental impact of projects constructed as part of the Integrated Local Water Supply Plan (ILWS).

**Analysis:** The Equus Beds Aquifer Storage and Recovery Project, which is part of the ILWS Plan, is the first of its kind in Kansas. To help assure the public that the project was safe, the City completed an Environmental Impact Statement. The study complied with all elements expected of an Environmental Impact Statement (EIS), but did not have any federal sponsorship. Now that the Aquifer Storage and Recovery Project (ASR) has received federal funding through the Bureau of Reclamation, the Bureau of Reclamation (BOR) is required to prepare another EIS with their sponsorship. Fortunately, most of the materials in the initial EIS can be used, which will help speed the process. Approval of the EIS is necessary in order to use federal funding on construction activities.

One of the items to be updated is the section on hydrology. It has been determined the most effective way is to have Burns & McDonnell Engineering, who did the initial EIS which included the hydrology section, complete the update. The Agreement for Professional Services includes a scope of services that the BOR agrees will meet their needs in preparing the EIS.

**Financial Considerations:** The cost for the update will not exceed $66,530. Funding is included in CIP W-549, Water Supply Projects that has available funding of over $5 million in 2008.

**Goal Impact:** This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

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

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement to assist in updating the Environmental Impact Statement and authorize the necessary signatures.

**Attachments:** Agreement with Burns & McDonnell for the Environmental Impact Statement.

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF WICHITA, KANSAS
And
BURNS & McDONNELL ENGINEERING COMPANY, INC.
Kansas City, Missouri
For
NEPA DOCUMENT ASSISTANCE FOR THE BUREAU OF RECLAMATION

THIS AGREEMENT made this _____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and Burns & McDonnell Engineering Company, Inc., party of the second part, hereinafter called the "ENGINEER."

WITNESSETH: That

WHEREAS, ENGINEER completed the Integrated Local Water Supply Plan NEPA document,

WHEREAS, the CITY intends to;

Assist Bureau of Reclamation in an update of the NEPA document.

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

## I. SCOPE OF SERVICES

The ENGINEER shall furnish professional engineering services to assist the Bureau of Reclamation in the completion of an updated NEPA document and to perform the Project tasks outlined in Exhibit A (Scope of Services).

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:

A. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the Project.

B. Additional design services not covered by the scope of this Agreement.

C. Construction staking, material testing, inspection and administration related to the Project.

D. A change in the Scope of Services for the Project.

A change in the Scope of Services for the Project, caused by an act or omission of CITY, or any error or change in CITY-provided information, or change in law, or event of force majeure, or if additional services 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 services shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

## 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 the Scope of Services.

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 negligent acts, errors, or omissions 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 services, 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 services 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 services performed and equipment or materials used in connection with such services.

H. To complete the services to be performed by ENGINEER within the time allotted for the Project in accordance with the Scope of Services; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other services or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other services 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 of $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:

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 be $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 services 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 services 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 services 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 designate a Project Manager for the coordination of the services 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 services 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.

B. 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.

C. To provide standards as required for the Project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in the Scope of Services.

D. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

E. To provide the right-of-entry for ENGINEER's personnel in performing field surveys and inspections, and right-of-way / easements and land required for Project.

F. To provide permits and approvals for Project.

G. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.

## IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be on a maximum not-to-exceed basis as follows:

1. Amount of Payment:

a. For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

(1) For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR908. Such rates include overhead and profit. The schedule is effective to December 31, 2008, and will be revised annually thereafter.

(2) For expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus 10 percent.

(3) For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from ENGINEER's schedule of rates in effect at the time the service is provided.

(4) For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY will be billed at the cost to ENGINEER plus 10 percent.

b. Total payment for the Scope of Services described herein shall not exceed Sixty-Six Thousand, Five Hundred Thirty Dollars ($66,530) without written approval of CITY.

2. Invoices: See Notes on the attached "Schedule of Hourly Professional Service Billing Rates," Form BMR908.

a. Monthly invoices shall be submitted by ENGINEER to CITY covering services performed and expenses incurred during preceding month.

b. Invoices will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the invoice will be provided at the cost to ENGINEER.

3. Payments:

   a. Invoices are due upon receipt. In the event a portion of ENGINEER's invoice is disputed by CITY, the undisputed portion shall be paid by CITY by the due date. CITY shall advise ENGINEER in writing of the disputed portion of any invoice.

4. In the event and to the extent that an act or omission of CITY, or any error or change in CITY-provided information, or change in law, differing site conditions, or event of force majeure affects the services or increases ENGINEER's costs, ENGINEER shall be entitled to a change to the Work and an equitable adjustment in the compensation, as appropriate. ENGINEER shall propose in writing a change to the work and an equitable adjustment in the compensation due to any such change, and CITY shall accept or dispute such proposal in writing within fifteen days of receipt of ENGINEER's proposal

## 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 services, or because the services of the ENGINEER are unsatisfactory; provided, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER's actual costs.

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 services contemplated by this Agreement, reasonable extensions in the time allotted for the services 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 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. CITY and ENGINEER waive all rights against each other and their officers, directors, agents and employees for damage covered by property insurance during and after the completion of Engineer's services.

I. Construction contractors shall be required to provide (or CITY may provide) Owners' Protective Liability Insurance naming the CITY as a Named Insured and the ENGINEER as an additional insured, or, to endorse CITY and ENGINEER as additional insureds on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance to the CITY and ENGINEER.

J. Consultant's aggregate liability to Owner for all liabilities arising out of Consultant's services shall not exceed $100,000. Limits set forth in this Agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract.

In no event shall either party be liable to the other for any indirect, special or consequential damages, including without limitation, loss of profits or revenue, loss of production, cost of capital, claims by customers, fines or penalties, whether liability is based on contract, warranty, negligence, strict liability or otherwise.

K. On-Site Services. Project site visits by ENGINEER during construction or equipment installation, or the furnishing of project resident representatives shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

L. Estimates and Projections. Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

M. 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 above written.

By Action of the City Council

_____

Carlos Mayans, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

Approved as to Form:

_____

Gary Rebenstorf, Director of Law

BURNS & McDONNELL ENGINEERING COMPANY, INC.

_____

James L. Foil, P.E.
Vice President, Infrastructure Group

_____

Brian J. Meier, P.E.
Project Manager

ATTEST:

_____

## Exhibit A

## ASR Project Scope of Services
## NEPA Document Assistance for Bureau of Reclamation

## Wichita, Kansas

### 1. System Operations Model

Operation of Wichita's Integrated Local Water Supply Plan (ILWSP) was simulated using Burns & McDonnell's RESNET computer model. To allow Reclamation and other interested parties to validate the operation of the system model, the following tasks will be completed:

a. Update RESNET model to provide Reclamation with fully-executable (Windows XP) version of RESNET model.

b. Develop database queries or programs that will export model setup data, input data and output data to Microsoft Excel spreadsheet files to facilitate review and validation of model input and output data.

c. Develop a documentation appendix for the system operations model. This appendix will describe the architecture of the RESNET model, the structure and organization of the Microsoft Access database files used for model input and output, and the specific assumptions incorporated in the ILSWP operations model.

### 2. Streamflow Data

The system operations model requires estimates of historic streamflow volumes (acre-feet/day) at several locations in the project vicinity. The original model simulation period included data for calendar years 1923–1996. This simulation period will not be extended to include more recent data. The following tasks will be completed to update the streamflow data used in the operations model:

a. No work to be performed for this task.

b. No work to be performed for this task.

c. The existing MODFLOW groundwater model for the project vicinity will be used to define a relationship between water levels in the Equus Beds aquifer and total aquifer storage. This model will also be used to determine the relationships between aquifer levels and depletions from the Arkansas River and gains to the Little Arkansas River. Available information on net stream depletions for stream reaches outside of the MODFLOW model grid will also be collected, but no additional groundwater modeling is planned.

d. No work to be performed for this task.

e. The data and methods used to estimate input flow data for the operations model will be documented in a report appendix.

## 3. Reservoir Evaporation

Net reservoir evaporation estimates are used in the operations model to estimate the net losses from the surface of Cheney Reservoir. The following tasks will be completed:

a. No work to be performed for this task.

b. Prepare a report appendix that documents the derivation of these net reservoir evaporation estimates.

## 4. Model Alternatives

No work may be performed for this task.

## 5. Water Conservation

Additional back-up information will be provided on the CITY's existing water conservation program and the savings realized to date. Water conservation alone, will not reduce projected demand adequately to meet projected water demand.

## 6. Economic Analyses

No work to be performed for this task.

## 7. Meetings

Participate in up to one conference call.

## 8. Deliverables

Prepare and provide an electronic copy for tasks 1, 2, 3, and 5 above for the CITY and the Bureau of Reclamation.

## 9. Project Management and QA/QC

Provide project management, coordination and quality assurance/control.

Exhibit A

SCOPE OF SERVICES
NEPA DOCUMENT ASSISTANCE FOR BUREAU OF RECLAMATION
STAFF HOURS & FEE

City of Wichita, Kansas

| Scope | Hours | Fee | Subtotal | Total |
|---|---|---|---|---|
| **Labor:** | | | | |
| 1. Systems Operation Model: | | | | |
| a. Update RESNET executable | | | | |
| Lead Hydrologist (Level 15) | 40 | 6,840 | 6,840 | |
| | | | | |
| b. Develop export to EXCEL routines | | | | |
| Lead Hydrologist (Level 15) | 16 | 2,736 | 2,736 | |
| | | | | |
| c. Develop RESNET documentation appendix | | | | |
| Lead Hydrologist (Level 15) | 24 | 4,104 | 4,104 | 13,680 |
| | | | | |
| 2. Streamflow Data: | | | | |
| a. Estimate/extend historic flow at model nodes | | | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| H&H Engineer (Level 12) | 0 | - | - | |
| | | | | |
| b. Collect water rights data | | | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| Assistant H&H Engineer (Level 8) | 0 | | - | |
| | | | | |
| c. Groundwater modeling | | | | |
| Lead Hydrogeologist (Level 15) | 8 | 1,368 | | |
| Project Hydrogeologist (Level 14) | 40 | 6,400 | 7,768 | |
| | | | | |
| d. Adjust flow data to current/future conditions | | | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| H&H Engineer (Level 12) | 0 | - | - | |
| | | | | |
| e. Develop streamflow estimation/groundwater modeling appendix | | | | |
| Lead Hydrologist (Level 15) | 16 | 2,736 | | |
| Lead Hydrogeologist (Level 15) | 16 | 2,736 | | |
| Project Hydrogeologist (Level 14) | 32 | 5,120 | | |
| H&H Engineer (Level 12) | 24 | 3,216 | | |
| Assistant H&H Engineer (Level 8) | 0 | - | 13,808 | 21,576 |
| | | | | |
| 3. Reservoir Evaporation: | | | | |
| a. Extend evaporation estimates to match the extended simulation period. | | | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| Assistant H&H Engineer (Level 8) | 0 | - | - | |
| | | | | |
| b. Document methods & results in appendix | | | | |
| Lead Hydrologist (Level 15) | 8 | 1,368 | | |
| Assistant H&H Engineer (Level 8) | 16 | 1,504 | 2,872 | 2,872 |
| | | | | |
| 4. Model Alternatives (up to 4): | | | | |
| a. Set-up alternatives and execute operations model. | | | | |
| Project Manager (Level 15) | 0 | - | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| Assistant H&H Engineer (Level 8) | 0 | - | - | |
| | | | | |
| b. Evaluate and analyze impacts of alternative. | | | | |
| Project Manager (Level 15) | 0 | - | | |
| Lead Hydrogeologist (Level 15) | 0 | - | | |

Exhibit A

SCOPE OF SERVICES
NEPA DOCUMENT ASSISTANCE FOR BUREAU OF RECLAMATION
STAFF HOURS & FEE

City of Wichita, Kansas

| Scope | Hours | Fee | Subtotal | Total |
|---|---|---|---|---|
| Lead Hydrologist (Level 15) | 0 | - | | |
| Lead Environmental Specialist (Level 15) | 0 | - | - | - |
| | | | | |
| 5. Water Conservation: | | | | |
| a. Prepare and provide back-up information on the demand projections and the impacts of water conservation. | | | | |
| Project Manager (Level 15) | 16 | 2,736 | | |
| Water Supply Engineer (Level 10) | 8 | 904 | 3,640 | 3,640 |
| | | | | |
| 6. Economic Update: | | | | |
| Project Manager (Level 15) | 0 | - | | |
| Lead Hydrogeologist (Level 15) | 0 | - | - | - |
| | | | | |
| 7. Meetings: | | | | |
| a. Meetings (0)/Conference Calls (up to 1): | | | | |
| Project Manager (Level 15) | 4 | 684 | | |
| Lead Hydrogeologist (Level 15) | 4 | 684 | | |
| Lead Hydrologist (Level 15) | 4 | 684 | | |
| Lead Environmental Specialist (Level 15) | 4 | 684 | | |
| Project Hydrogeologist (Level 14) | 4 | 640 | 3,376 | |
| | | | | |
| b. Public Meeting (0): | | | | |
| Project Manager (Level 15) | 0 | - | | |
| Lead Hydrogeologist (Level 15) | 0 | - | | |
| Lead Hydrologist (Level 15) | 0 | - | | |
| Lead Environmental Specialist (Level 15) | 0 | - | - | 3,376 |
| | | | | |
| 7. Prepare deliverables for CITY and BOR. | | | | |
| Project Manager (Level 15) | 8 | 1,368 | | |
| Lead Hydrogeologist (Level 15) | 4 | 684 | | |
| Project Hydrogeologist (Level 14) | 16 | 2,560 | | |
| Lead Hydrologist (Level 15) | 8 | 1,368 | | |
| Lead Environmental Specialist (Level 15) | 0 | - | | |
| Clerical (Level 7) | 2 | 134 | 6,114 | 6,114 |
| | | | | |
| 8. Project Management and QA/QC. | | | | |
| Project Manager (Level 15) | 50 | 8,550 | | |
| QA/QC Engineer (Level 15) | 16 | 2,736 | 11,286 | 11,286 |
| | | | | |
| **LABOR SUBTOTAL** | **388** | | **62,544** | **62,544** |
| | | | | |
| **B. Expenses:** | | | | |
| a. Technology Charge | | | | 3,686 |
| b. Reports | | | | 300 |
| c. Travel | | | | - |
| | | | | |
| **EXPENSES SUBTOTAL** | | | | **3,986** |
| | | | | |
| **Total - Maximum-Not-to-Exceed** | | | | **66,530** |

1. Scope and fee covers work to be completed by May 31 to answer BOR's questions.

Exhibit A

SCOPE OF SERVICES
NEPA DOCUMENT ASSISTANCE FOR BUREAU OF RECLAMATION
STAFF HOURS & FEE

City of Wichita, Kansas

| Scope | Hours | Fee | Subtotal | Total |
|---|---|---|---|---|
| **Alternative:** | | | | |
| 4. Model Alternatives (up to 4): | | | | |
| a. Set-up alternatives and execute operations model. | | | | |
| Project Manager (Level 15) | 8 | 1,368 | | |
| Lead Hydrologist (Level 15) | 16 | 2,733 | | |
| Assistant H&H Engineer (Level 8) | 40 | 3,760 | 7,864 | |
| | | | | |
| b. Evaluate and analyze impacts of alternative. | | | | |
| Project Manager (Level 15) | 32 | 5,472 | | |
| Lead Hydrogeologist (Level 15) | 8 | 1,368 | | |
| Lead Hydrologist (Level 15) | 8 | 1,368 | | |
| Lead Environmental Specialist (Level 15) | 64 | 10,944 | 19,152 | 27,016 |
| | | | | |
| Technology Charge | | | | 1,444 |
| | | | | |
| **Alternative - Item 4 Total Maximum-Not-to-Exceed** | 152 | | | 28,460 |
| | | | | |

1. If BOR chooses not to set-up and run model alternatives, additional time will be required to model the selected alternatives.

# Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|---|---|---|
| General Office* | 5 | $53.00 |
| Technician* | 6 | $58.00 |
| Assistant* | 7 | $67.00 |
| | 8 | $94.00 |
| | 9 | $104.00 |
| Staff* | 10 | $113.00 |
| | 11 | $127.00 |
| Senior | 12 | $134.00 |
| | 13 | $147.00 |
| Associate | 14 | $160.00 |
| | 15 | $171.00 |
| | 16 | $176.00 |
| | 17 | $182.00 |

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. The hourly rates shown above are effective for services through December 31, 2008, and are subject to revision thereafter.

3. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

4. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.

5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

6. A technology charge of $9.50 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.

7. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

**RESOLUTION NO. _____**

**A RESOLUTION CONSENTING TO A CERTAIN MORTGAGE AND ASSIGNMENT RELATING TO $5,000,000 INDUSTRIAL REVENUE BONDS, SERIES 2000 (NMF AMERICA, INC.), OF THE CITY OF WICHITA, KANSAS.**

**WHEREAS**, the Governing Body of the City of Wichita, Kansas (the "City"), issued its Industrial Revenue Bonds, Series II, 2000 (NMF AMERICA, INC.) (the "Bonds"), in the principal amount of $5,000,000 pursuant to a Trust Indenture dated as of August 1, 2000 (the "Indenture"), by and between the City and Bank of New York Trust Company, N.A., successor to Intrust Bank, N.A., as trustee (the "Trustee"), for the purpose of purchasing a site and constructing certain improvements thereon consisting of a manufacturing facility and purchasing, acquiring and installing certain machinery and equipment thereon (the "Project"); and

**WHEREAS**, the Project is leased to NMF America, Inc., as tenant (NMF America and its successors are collectively referred to herein as "NMF"), pursuant to a Lease Agreement dated as of August 1, 2000 (the "Lease"), by and between the City and NMF; and

**WHEREAS**, the City required as security under the Lease that NMF acquire and provide a letter of credit; and

**WHEREAS**, Canadian Imperial Bank of Commerce ("CIBC") issued the original letter of credit to secure the payment of the Bonds; and

**WHEREAS**, on or about August 1, 2005, CIBC elected to withdraw its letter of credit and NMF sought and obtained a replacement letter of credit issued by HSBC Bank Canada ("HSBC"); and

**WHEREAS**, HSBC demanded, as part of its issuance of the replacement letter of credit, that S.A. Sonaca, the parent company of NMF, provide a guarantee of the obligation of HSBC under the letter of credit (the "Sonaca Guarantee"); and

**WHEREAS**, as a condition to entering into the Sonaca Guarantee, NMF was required to enter into a reimbursement agreement (the "Reimbursement Agreement") pursuant to which it is required to reimburse Sonaca for any sums Sonaca is required to pay or damages Sonaca otherwise incurs as a result of the Sonaca Guarantee; and

**WHEREAS**, to secure NMF's obligations to Sonaca, NMF, as mortgagor, and Sonaca, as mortgagee, entered into a Leasehold Mortgage and Security Agreement dated as of May 22, 2006 (the "Sonaca Leasehold Mortgage"), which is attached hereto as **Exhibit A**; and

**WHEREAS**, in accordance with the terms of the Lease, NMF has requested that the City consent to the Sonaca Leasehold Mortgage to permit its assignment and encumbrance of its interest in the Lease and the property and improvements thereon; and

**WHEREAS**, on June 15, 2007, the Sonaca Leasehold Mortgage was assigned by Sonaca to Export Development Canada ("Export"); and

**WHEREAS**, the Governing Body of the City deems it advisable to consent to the Sonaca Leasehold Mortgage;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Consent to the Sonaca Leasehold Mortgage**. The Governing Body of the City hereby deems it desirable and hereby consents to the execution, delivery and recording of the Sonaca Leasehold Mortgage and all rights granted unto Sonaca therein and to the assignment thereof to Export and the Mayor is hereby authorized to execute the Consent to Certain Mortgages in the form attached hereto as **Exhibit B**.

**Section 2. Further Authority**. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3. Effective Date**. This Resolution shall take effect and be in full force and effect from and after its adoption by the Governing Body of the City.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on June _____, 2008.

_____
Carl Brewer, Mayor

(Seal)

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

4825-1480-1922.2

**Agenda Item No. 27.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Consent to Mortgage and Assignment Related to IRBs (NMF America, Inc.) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation**: Approve the Resolution.

**Background:** On July 18, 2000, City Council approved issuance of Industrial Revenue Bonds in the amount of $5 million to NMF America, Inc ("NMF"). In conjunction with the bond issue, City Council approved 100% property tax abatement for a 5-year term on the project, plus a second 5 years subject to Council review. Bond proceeds were used to construct and equip a 40,000 s.f. manufacturing plant.

On November 18, 2003, the City Council approved the consent to transfer and sale of NMF America to SONACA America ("Sonaca"). SONACA (Societe Nationale de Construction Aeospaciale) NMF is a Belgian aerospace company. Sonaca now serves as the parent company to NMF America.

In 2005, the Canadian Imperial Bank of Commerce elected to withdraw the letter of credit that was required as a condition of the bonds and a new letter of credit was issued to NMF by HSBC Bank Canada. As a condition of the new letter of credit, Sonaca was required to provide a guarantee of the obligation of HSBC. NMF was then required to enter into a reimbursement agreement with Sonaca to pay any sums or damages that may be required of Sonaca by the guarantee to HSBC. The City's consent is required

**Analysis:** The attached consent document and resolution provide the City's consent to the Mortgage and Assignment between NMF and Sonaca. The Lease Agreement on the bonds requires the City's consent in order for NMF to secure the obligations to Sonaca.

**Financial Considerations:** There is no fiscal impact to the City through consent to the mortgage and assignment.

**Goal Impact:** Economic Vitality and Affordable Living. Efficient administration of economic incentive programs, such as IRB financing, contributes to the growth of the economy and prosperity of the community.

**Legal Considerations:** The City Attorney's Office has reviewed and approved the resolution and documents as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the Sonaca Leasehold Mortgage and authorize the necessary signatures.

**Attachments:** Resolution of Consent to Mortgage and Assignment, City of Wichita Consent to Mortgage and Assignment

**Agenda Item No. 28.**

**City of Wichita**
**City Council Meeting**
**June 10, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Consent to Sublease of Land Related to IRBs (KSDD Properties, LLC) (District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation**: Approve the consent to sublease.

**Background:** On October 3, 2006, City Council approved the issuance of IRBs in the amount not to exceed $9,000,000, and a 90% five-plus-five-year property tax exemption on bond financed property to KSDD Properties, LLC ("KSDD") for the benefit of Delta Dental Plan of Kansas, Inc. ("Delta Dental"). The bonds were used to finance the acquisition and construction of a corporate headquarters facility to be leased to Delta Dental located in the Waterfront Addition at 13th & Webb. The Waterfront Addition is managed by Vantage Point Properties.

Vantage Point Properties has negotiated a sublease with KSDD for a small tract of their north drive in order to construct additional signage. The City's consent to the sublease of IRB financed property is required as a condition of the bond documents.

**Analysis:** The tract of land will be used to construct a multi-panel sign. Vantage Point Properties is required by the City to control a certain amount of frontage on Waterfront Parkway relative to the sign dimensions. The tract will satisfy the requirement and will be leased by Vantage Point Properties from KSDD for a term of 25-years at a lease rate of one dollar per year.

**Financial Considerations:** There is no fiscal impact to the City by consent to the sublease.

**Goal Impact:** Economic Vitality and Quality of Life. Cooperation with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

**Legal Considerations:** The City Attorney's Office has reviewed and approved the documents as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the consent to the sublease and authorize the necessary signatures.

**Attachments:** Consent to sublease

# CONTRACTS & AGREEMENTS
# BLANKET PURCHASE ORDERS RENEWAL OPTIONS
# MAY 2008

| COMMODITY TITLE | EXPIRATION DATE | VENDOR NAME | DEPARTMENT | ORIGINAL CONTRACT DATES | RENEWAL OPTIONS REMAINING |
|---|---|---|---|---|---|
| Bricks | 5/31/2008 | Acme Brick Company | Various | 6/22/2006 - 5/31/2007 | 1 - 1 year option |
| Calcium Chloride Pellets, 94%-97%, 80 lb. bags | 5/31/2009 | Brenntag Southwest, Inc. | Public Works | 5/15/2007 - 5/31/2008 | 1 - 1 year option |
| Indigent Defense Legal Services | 5/31/2009 | Maughan & Maughan LC | Municipal Court | 6/1/2006 - 5/31/2007 | 2 - 1 year options |
| Janitorial Services for Housing & Community Services Office | 5/31/2009 | EH Technical Solutions | Housing & Community Services | 6/1/2007 - 5/31/2008 | 1 - 1 year option |
| Landscape Maintenance - Transit | 5/31/2009 | Complete Landscaping Systems, Inc. | Wichita Transit | 6/1/2007 - 5/31/2008 | 1 - 1 year option |
| Liquid Sulfur Dioxide | 5/31/2009 | Brenntag Southwest, Inc. | Water Utilities | 6/1/2007 - 5/31/2008 | 1 - 1 year option |
| Microtox Reagent | 5/31/2009 | Strategic Diagnostics Inc. | Water Utilities | 6/1/2006 - 5/31/2007 | Annual basis |
| Overhead Door Repair | 5/31/2009 | D H Pace Door Services | Various | 6/1/2007 - 5/31/2008 | 1 - 1 year option |
| Paper Products, Group 1, Group 5 and Group 8 | 5/31/2009 | Southwest Paper Company, Inc. | Various | 6/5/2007 - 5/31/2008 | 1 - 1 year option |
| Paper Products, Group 2 and Group 10 | 5/31/2008 | Lafe T. Williams & Associates | Various | 6/5/2007 - 5/31/2008 | 2 - 1 year options |
| Paper Products, Group 3, Group 7, Group 9, Group 11, Items 1, 2 & 3 | 5/31/2009 | XPEDX | Various | 6/5/2007 - 5/31/2008 | 1 - 1 year option |
| Paper Products, Group 4 | 5/31/2008 | Massco, Inc. | Various | 6/5/2007 - 5/31/2008 | 2 - 1 year options |
| Paper Products, Group 6 | 5/31/2008 | American Fun Food Company, Inc. | Various | 6/5/2007 - 5/31/2008 | 2 - 1 year options |
| Parking Meter Coinage Collection | 5/31/2008 | PSI Armored, A Garda Company | Public Works | 6/1/2007 - 5/31/2008 | 2 - 1 year options |
| Police Leather Accessories | 5/31/2008 | Baysinger Police Supply, Inc. | Police | 5/1/2006 - 4/30/2007 | 1 - 1 year option |
| Publication of Legal Notices | 5/31/2008 | Wichita Eagle | City Manager | 6/1/2007 - 5/31/2008 | 2 - 1 year options |
| Sodium Hypochlorite (Bulk Delivery) | 5/31/2009 | Brenntag Southwest, Inc. | Water Utilities | 6/1/2007 - 5/31/2008 | 1 - 1 year option |
| Tennis Professional and Management Services - Jack Oxler | 5/31/2008 | Jack Oxler | Parks & Recreation | 6/1/2006 - 5/31/2007 | 1 - 1 year option |
| Tires-Passenger, Pursuit, Light Truck, Medium Truck, Grader, Implement, and Fire Apparatus, Heavy Truck | 5/31/2008 | Wiechman-Bush Tire, Inc. | Various | 6/13/2006 - 5/31/2007 | 1 - 1 year option |

# PROFESSIONAL CONTRACTS UNDER $25,000
# PURCHASE ORDERS FOR MAY 2008

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT |
|---|---|---|---|
| The Law Company Inc | PO800488 | General Construction - Architectural | 24,500.00 |
| Baughman Co. | PO800544 | Engineering Consulting | 11,500.00 |
| MKEC Engineering Consultants Inc. | PO800547 | Engineering Consulting | 22,800.00 |
| Baughman Co. | PO800553 | Engineering Consulting | 15,700.00 |
| Law/Kingdon Inc. | PO800564 | Engineering Consulting | 20,000.00 |
| Fairbanks Morse Pump Corp. | PO800579 | Engineering Consulting | 24,995.00 |
| Professional Engineering | | | |

# ANNUAL MAINTENANCE CONTRACTS OVER $25,000
# DIRECT PURCHASE ORDERS FOR MAY 2008

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|---|---|---|---|---|---|
| Siemens Communications Inc. | DP800893 | Software Maintenance/Support | $115,091.34 | | |
| Ventyx Inc. | DP800871 | Software Maintenance/Support | $128,045.00 | | |
| Progressive Solutions Inc. | DP801071 | Software Maintenance/Support | $38,694.78 | | |
| | | | | | |

## DEDICATION OF STORM SEWER EASEMENT

THIS DEDICATION OF STORM SEWER EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of the ____ day of _____, 2008 by and between EAST SIDE INVESTMENTS, L.L.C., a Kansas limited liability company ("Grantor") to and for the benefit of THE CITY OF WICHITA, KANSAS, a municipal corporation ("Grantee").

WHEREAS, Grantor owns certain real property located in the City of Wichita, County of Sedgwick, State of Kansas, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

WHEREAS, Grantee is a municipal corporation and provides storm water and drainage services in the City of Wichita, County of Sedgwick, State of Kansas.

WHEREAS, Grantor desires to grant the easements as set forth in this Easement Agreement, subject to the terms hereof.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1) Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants to Grantee a non-exclusive, perpetual easement under, through and across those portions of the Grantor Parcel described in Exhibit B and depicted on Exhibit C attached hereto and incorporated herein by reference (the "Easement Area") for the construction, installation, inspection, repair, replacement and maintenance of underground piping and drainage equipment (collectively, "Grantee's Facilities") to carry storm water from the Grantor Parcel under, through and across the Easement Area to areas located outside the Grantor Parcel (the "Easement").

2) Construction. After the completion of the initial construction by Grantor within the Easement Area of Grantee's Facilities, Grantee shall be responsible to restore the Easement Area and the Grantor Parcel within a reasonable time after any maintenance, replacement, upgrade or repair of Grantee's Facilities, to the same condition, within reason, in which it was found before such work by Grantee was undertaken, including, without limitation, restoration of

landscaping and sod, restoration of the Easement Area to the elevation and grade which existed prior to the activities of Grantee pursuant to this Easement Agreement, and relocation of all irrigation lines, electrical lines and connections to Grantor's equipment should such electrical lines and connections run in, over or through the Easement Area.

3) Assignment. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the easement or its rights granted under this Easement Agreement and shall not permit or suffer any other person or entity to use the Easement without the prior written consent of Grantor.

4) Grantor's Use of New Easement Area. Grantor and its successors or assigns shall have the right to use the Grantor Parcel within the limits of the Easement in any manner which does not unreasonably interfere with the rights of Grantee, including without limitation, ingress and egress, landscaping, the right to pave the Grantor Parcel and use the same as a parking lot or private roadway and the right to install, maintain, replace, repair, remove and operate utility lines, such as, without limitation, sanitary sewers, storm sewers, and gas lines, provided, however, such utility lines shall not be closer than eighteen (18") inches to Grantee's Facilities.

5) Future Relocation of Easement. Notwithstanding anything to the contrary stated in this Easement Agreement, Grantor for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Grantor's expense, to relocate the Easement and all or any part of the utilities installed therein to permit further development of the Grantor Parcel; provided, said relocation does not impair the functioning of Grantee's Facilities.

6) Grantee's Covenant. By its use of the Easement, Grantee is deemed to assume and agree to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

7) Amendments. This Easement Agreement may be modified only by an agreement in writing signed by the parties hereto, and their successor or assigns.

8) Governing Law. This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Kansas.

**[SIGNATURE BLOCK TO BEGIN ON THE NEXT PAGE]**

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IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTOR"**

**EAST SIDE INVESTMENTS, L.L.C.,**
**a Kansas limited liability company**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of East Side Investments, L.L.C., a Kansas limited liability company, and that said instrument was signed on behalf of said company, by authority of its members, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

2269772v2
1421047.07

IN WITNESS WHEREOF, Grantee has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTEE"**
**THE CITY OF WICHITA, KANSAS,**
**a municipal corporation**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Wichita, Kansas, a municipal corporation, and that said instrument was signed on behalf of said municipal corporation, by authority of its _____, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of_____, 2008.

_____
Notary Public

My Commission Expires:_____

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## EXHIBIT A

### Legal Description of the Grantor Parcel

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1 and Reserves A and B, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462.

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## EXHIBIT B

### Legal Description of the Easement Area

A portion of Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462 and described as follows:

Commencing at the Southeast corner of said Pearson Commercial Addition; thence N 00°02'43" W, 40.28 feet along the East line of said Addition to the point of beginning; thence S 61°50'26" W, 41.25 feet; thence S 86°52'29" W, 162.46 feet; thence S 01°28'39" E, 17.08 feet to a point on the South line of said Addition; thence S 88°31'21" W, 234.07 feet along said South line; thence N 01°28'39" W, 8.35 feet; thence S 86°03'01" W, 127.43 feet; thence N 02°48'19" E, 196.64 feet; thence N 06°08'36" W, 190.83 feet; thence N 00°02'43" W, 116.03 feet; thence S 89°57'17" W, 128.39 feet; thence N 52°35'22" W, 176.77 feet to a point on the West line of said Addition; thence N 00°02'43" W, 25.19 feet along said West line; thence S 52°35'22" E, 185.31 feet; thence N 89°57'17" E, 122.39 feet; thence N 04°34'29" E, 114.50 feet; thence N 00°00'21" E, 63.07 feet; thence S 89°59'39" E, 20.00 feet; thence S 00°00'21" W, 63.87 feet; thence S 04°34'29" W, 124.12 feet; thence S 00°02'43" E, 124.56 feet; thence S 06°08'36" E, 191.33 feet; thence S 02°48'19" W, 175.70 feet; thence N 86°03'01"E, 244.04 feet; thence N 86°52'29" E, 247.47 feet; thence N 08°23'01" E, 189.85 feet; thence N 00°02'43" W, 460.17 feet; thence N 89°57'17" E, 20.00 feet to a point on the East line of said Addition; thence S 00°02'43" E, 461.65 feet; thence S 08°23'01" W, 179.64 feet; thence N 61°50'26" E, 29.85 feet to a point on the East line of said Addition; thence S 0°02'43" East, 22.68 feet along said East line to the point of beginning.

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# EXHIBIT C

## Depiction of the Easement Area

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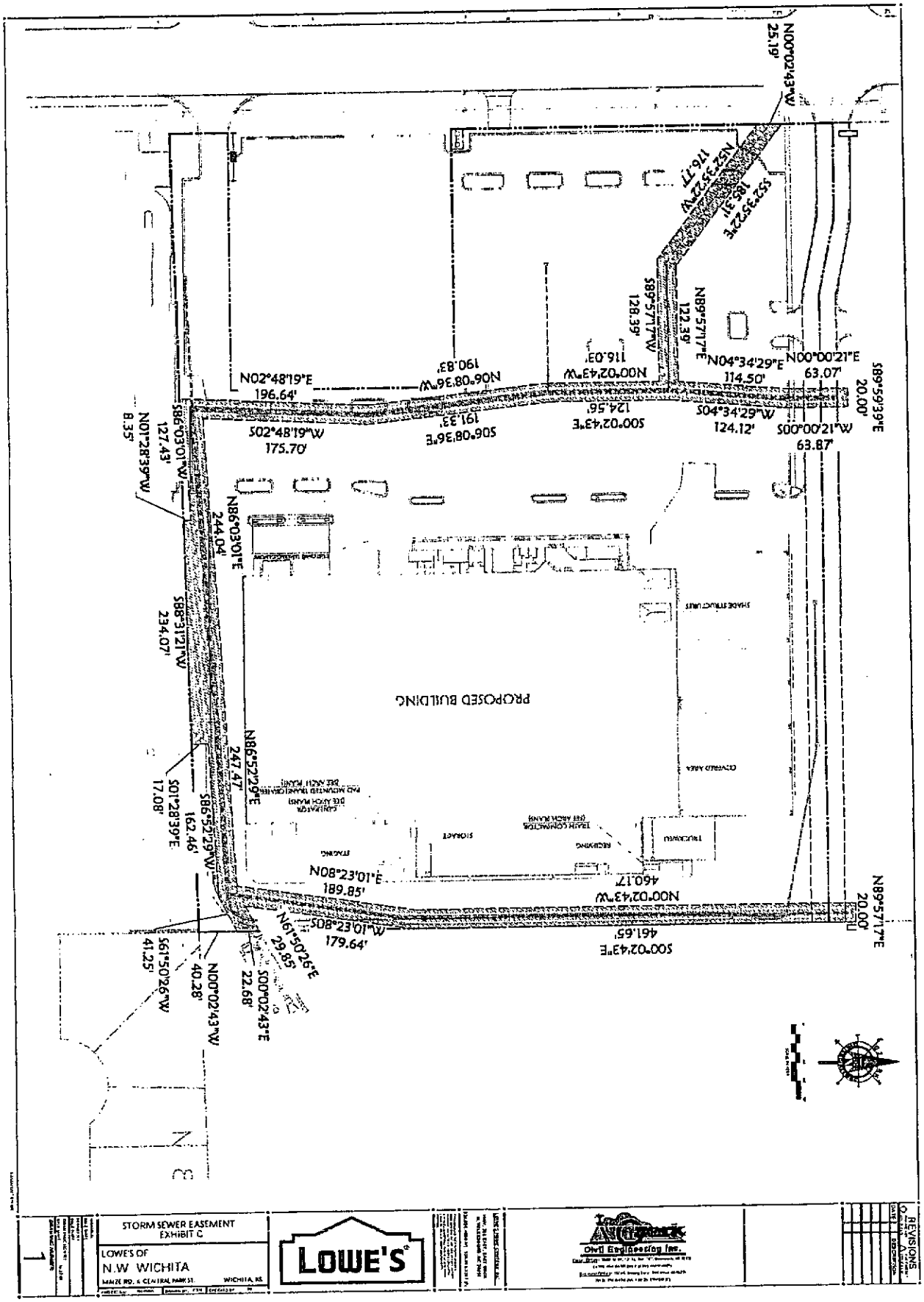
PROPOSED BUILDING
N00°02'43"W
25.19'
S52°35'22"E
185.31'
N52°35'22"W
176.77'
N89°57'17"E
122.39'
S89°57'17"W
128.39'
N04°34'29"E
114.50'
N00°00'21"E
63.07'
S89°59'39"E
20.00'
S00°00'21"W
63.87'
S04°34'29"W
124.12'
S00°02'43"E
124.56'
N00°02'43"W
116.03'
N06°08'36"W
190.83'
S06°08'36"E
191.33'
N02°48'19"E
196.64'
S02°48'19"W
175.70'
S86°03'01"W
127.43'
N01°28'39"W
8.35'
N86°03'01"E
244.04'
S88°31'21"W
234.07'
N86°52'29"E
247.47'
S01°28'39"E
17.08'
S86°52'29"W
162.46'
N00°02'43"W
460.17'
S00°02'43"E
461.65'
N89°57'17"E
20.00'
S08°23'01"W
179.64'
N61°50'26"E
29.85'
S00°02'43"E
22.68'
N00°02'43"W
40.28'
S61°50'26"W
41.25'
N08°23'01"E
189.85'
STORM SEWER EASEMENT
EXHIBIT C
LOWE'S OF
N.W WICHITA
MAIZE RD. & CENTRAL PARK ST.
WICHITA, KS
LOWE'S
Dirt Engineering Inc.
REVISIONS

## DEDICATION OF WATERLINE EASEMENT

THIS DEDICATION OF WATERLINE EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of the ____ day of _____, 2008 by and between EAST SIDE INVESTMENTS, L.L.C., a Kansas limited liability company ("Grantor"), to and for the benefit of THE CITY OF WICHITA, KANSAS, a municipal corporation ("Grantee").

WHEREAS, Grantor owns certain real property located in the City of Wichita, County of Sedgwick, State of Kansas, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

WHEREAS, Grantee is a municipal corporation and provides waterline and water services in the City of Wichita, County of Sedgwick, State of Kansas.

WHEREAS, Grantor desires to grant the easements as set forth in this Easement Agreement, subject to the terms hereof.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1) Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants to Grantee a non-exclusive, perpetual easement under, through and across those portions of the Grantor Parcel described in Exhibit B and depicted on Exhibit C attached hereto and incorporated herein by reference (the "Easement Area") for the construction, installation, inspection, repair, replacement and maintenance of an underground waterline and related facilities and appurtenances thereto (collectively, "Grantee's Facilities") and the connection of Grantor's waterline, pipes, facilities and equipment thereto (the "Easement").

2) Construction. After the completion of the initial construction by Grantor within the Easement Area of Grantee's Facilities, Grantee shall be responsible to restore the Easement Area and the Grantor Parcel within a reasonable time after any maintenance, replacement, upgrade or repair of Grantee's Facilities, to the same condition, within reason, in which it was found before such work by Grantee was undertaken, including, without limitation, restoration of landscaping

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and sod, restoration of the Easement Area to the elevation and grade which existed prior to the activities of Grantee pursuant to this Easement Agreement, and relocation of all irrigation lines, electrical lines and connections to Grantor's equipment should such electrical lines and connections run in, over or through the Easement Area.

3) Assignment. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the easement or its rights granted under this Easement Agreement and shall not permit or suffer any other person or entity to use the Easement without the prior written consent of Grantor.

4) Grantor's Use of New Easement Area. Grantor and its successors or assigns shall have the right to use the Grantor Parcel within the limits of the Easement in any manner which does not unreasonably interfere with the rights of Grantee, including without limitation, ingress and egress, landscaping, the right to pave the Grantor Parcel and use the same as a parking lot or private roadway and the right to install, maintain, replace, repair, remove and operate utility lines, such as, without limitation, sanitary sewers, storm sewers, and gas lines, provided, however, such utility lines shall not be closer than eighteen (18") inches to Grantee's Facilities.

5) Future Relocation of Easement. Notwithstanding anything to the contrary stated in this Easement Agreement, Grantor for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Grantor's expense, to relocate the Easement and all or any part of the utilities installed therein to permit further development of the Grantor Parcel; provided, said relocation does not impair the functioning of Grantee's Facilities.

6) Grantee's Covenant. By its use of the Easement, Grantee is deemed to assume and agree to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

7) Amendments. This Easement Agreement may be modified only by an agreement in writing signed by the parties hereto, and their successor or assigns.

8) Governing Law. This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Kansas.

[SIGNATURE BLOCKS TO BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTOR"**

**EAST SIDE INVESTMENTS, L.L.C.,**
**a Kansas limited liability company**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of East Side Investments, L.L.C., a Kansas limited liability company, and that said instrument was signed on behalf of said company, by authority of its members, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

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IN WITNESS WHEREOF, Grantee has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTEE"**
**THE CITY OF WICHITA, KANSAS,**
**a municipal corporation**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Wichita, Kansas, a municipal corporation, and that said instrument was signed on behalf of said municipal corporation, by authority of its _____, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

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## EXHIBIT A

### Legal Description of the Property

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1 and Reserves A and B, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462.

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## EXHIBIT B

### Legal Description of the Easement Area

A portion of Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462 and described as follows:

Commencing at the Northwest corner of Lot 2, Pearson Commercial Addition; thence S 00°02'43" E, 31.25 feet along the West line of said Lot 2 to the point of beginning; thence N 89°57'17" E, 344.34 feet; thence N 00°02'43" W, 53.70 feet; thence N 89°57'17" E, 20.00 feet; thence S 00°02'43" E, 53.70 feet; thence N 89°57'17" E, 393.93 feet; thence N 00°02'43" W, 48.70 feet; thence N 89°57'17" E, 20.00 feet; thence S 00°02'43" E, 68.70 feet; thence S 89°57'17" W, 413.93 feet; thence S 00°02'43" E, 173.81 feet; thence S 89°57'17" W, 20.00 feet; thence N 00°02'43" W, 173.81 feet; thence S 89°57'17" W, 344.34 feet to a point on the West line of said Lot 2; thence N 00°02'43" W, 20.00 feet along said West line to the point of beginning.

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## EXHIBIT C

Depiction of the Easement Area

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S00°02'43"E
31.25'
N00°02'43"W
20.00'
N89°57'17"E
344.34'
S89°57'17"W
344.34'
N89°57'17"E
20.00'
N00°02'43"W
53.70'
S00°02'43"E
53.70'
S89°57'17"W
20.00'
N00°02'43"W
173.81'
S00°02'43"E
173.81'
N89°57'17"E
393.93'
S89°57'17"W
413.93'
SHADE STRUCTURES
COVERED AREA
N89°57'17"E
20.00'
N00°02'43"W
48.70'
S00°02'43"E
68.70'
TRUCKWELL
RECEIVING
TRAIN
WATER LINE EASEMENT
EXHIBIT C
LOWE'S OF
N.W WICHITA
MAIZE RD. & CENTRAL PARK ST.
WICHITA, KS
LOWE'S
Civil Engineering Inc.
REVISIONS
DATE
DESCRIPTION
1

## DEDICATION OF SANITARY SEWER EASEMENT

THIS DEDICATION OF SANITARY SEWER EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of the ____ day of _____, 2008 by and between EAST SIDE INVESTMENTS, L.L.C., a Kansas limited liability company ("Grantor") to and for the benefit of THE CITY OF WICHITA, KANSAS, a municipal corporation ("Grantee").

WHEREAS, Grantor owns certain real property located in the City of Wichita, County of Sedgwick, State of Kansas, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

WHEREAS, Grantee is a municipal corporation and provides sanitary sewer services in the City of Wichita, County of Sedgwick, State of Kansas.

WHEREAS, Grantor desires to grant the easements as set forth in this Easement Agreement, subject to the terms hereof.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1) Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants to Grantee a non-exclusive, perpetual easement under, through and across those portions of the Grantor Parcel described in Exhibit B and depicted on Exhibit C attached hereto and incorporated herein by reference (the "Easement Area") for the construction, installation, inspection, repair, replacement and maintenance of underground sanitary sewer lines, related facilities and appurtenances thereto (collectively, "Grantee's Facilities") and the connection of Grantor's sanitary sewer lines, pipes, facilities and equipment thereto (the "Easement").

2) Construction. After the completion of the initial construction by Grantor within the Easement Area of Grantee's Facilities, Grantee shall be responsible to restore the Easement Area and the Grantor Parcel within a reasonable time after any maintenance, replacement, upgrade or repair of Grantee's Facilities, to the same condition, within reason, in which it was found before such work by Grantee was undertaken, including, without limitation, restoration of

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landscaping and sod, restoration of the Easement Area to the elevation and grade which existed prior to the activities of Grantee pursuant to this Easement Agreement, and relocation of all irrigation lines, electrical lines and connections to Grantor's equipment should such electrical lines and connections run in, over or through the Easement Area.

3) Assignment. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the easement or its rights granted under this Easement Agreement and shall not permit or suffer any other person or entity to use the Easement without the prior written consent of Grantor.

4) Grantor's Use of New Easement Area. Grantor and its successors or assigns shall have the right to use the Grantor Parcel within the limits of the Easement in any manner which does not unreasonably interfere with the rights of Grantee, including without limitation, ingress and egress, landscaping, the right to pave the Grantor Parcel and use the same as a parking lot or private roadway and the right to install, maintain, replace, repair, remove and operate utility lines, such as, without limitation, sanitary sewers, storm sewers, and gas lines, provided, however, such utility lines shall not be closer than eighteen (18") inches to Grantee's Facilities.

5) Future Relocation of Easement. Notwithstanding anything to the contrary stated in this Easement Agreement, Grantor for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Grantor's expense, to relocate the Easement and all or any part of the utilities installed therein to permit further development of the Grantor Parcel; provided, said relocation does not impair the functioning of Grantee's Facilities.

6) Grantee's Covenant. By its use of the Easement, Grantee is deemed to assume and agree to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

7) Amendments. This Easement Agreement may be modified only by an agreement in writing signed by the parties hereto, and their successor or assigns.

8) Governing Law. This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Kansas.

**[SIGNATURE BLOCKS TO BEGIN ON THE NEXT PAGE]**

IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTOR"**

**EAST SIDE INVESTMENTS, L.L.C.,**
**a Kansas limited liability company**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of East Side Investments, L.L.C., a Kansas limited liability company, and that said instrument was signed on behalf of said company, by authority of its members, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, Grantee has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTEE"**
**THE CITY OF WICHITA, KANSAS,**
**a municipal corporation**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Wichita, Kansas, a municipal corporation, and that said instrument was signed on behalf of said municipal corporation, by authority of its _____, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

## EXHIBIT A

### Legal Description of the Property

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1 and Reserves A and B, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462.

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## EXHIBIT B

### Legal Description of the Easement Area

A portion of Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462 described as follows:

Commencing at the Southeast corner of said Pearson Commercial Addition; thence S 88°31'21" W, 207.61 feet along the South line of said Addition to the point of beginning; thence continuing S 88°31'21" W, 72.33 feet along said South line; thence N 75°25'28" W, 193.46 feet; thence S 89°57'17" W, 136.85 feet; thence N 00°02'43" W, 20.00 feet; thence N 89°57'17" E, 128.13 feet; thence N 00°02'43" W, 449.19 feet; thence N 89°57'17" E, 20.00 feet; thence S 0°02'43" E, 451.46 feet; thence S 75°25'28" E, 256.52 feet to the point of beginning.

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# EXHIBIT C

## Depiction of the Easement Area

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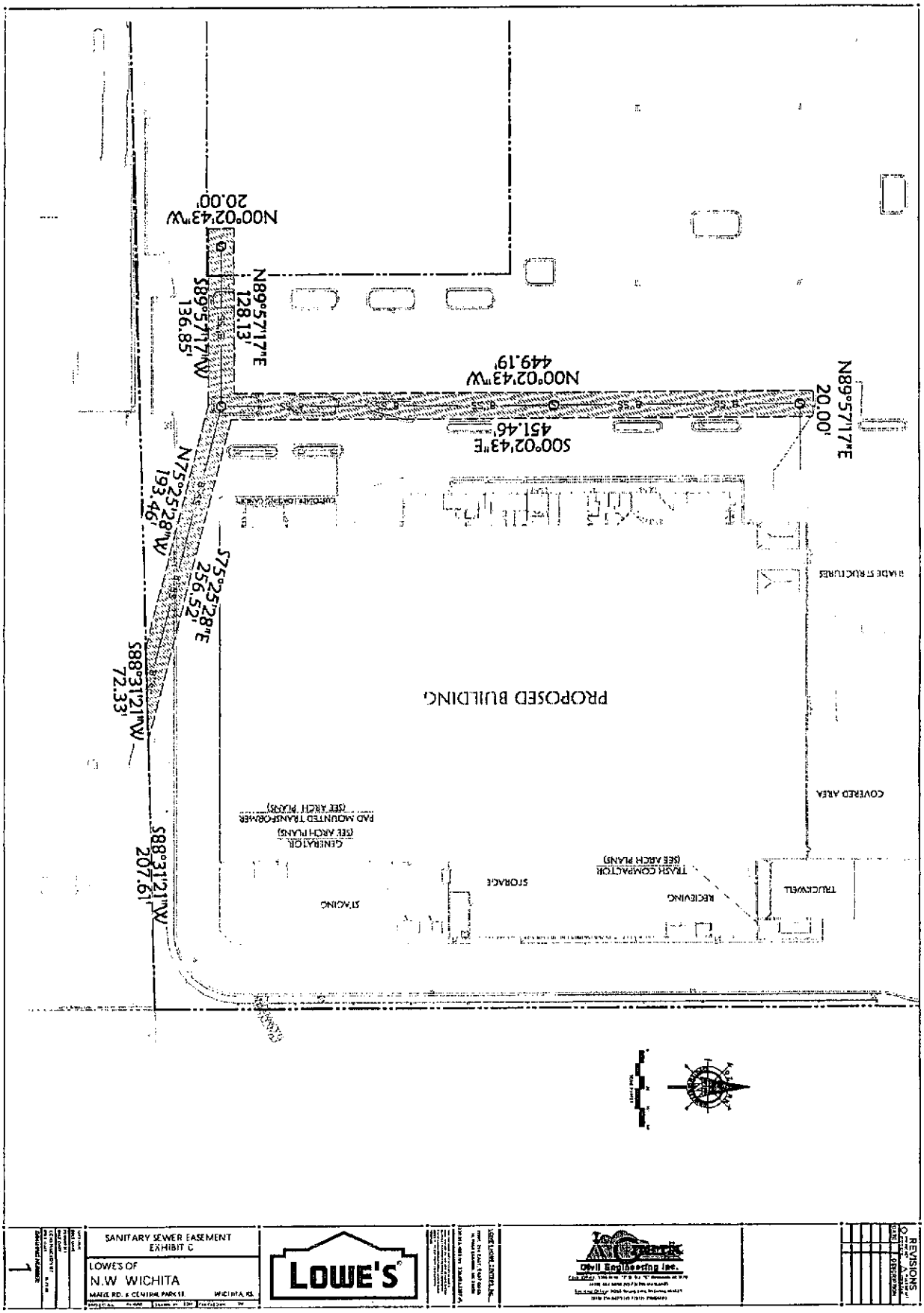
N89°57'17"E
20.00'
S00°02'43"E
451.46'
N00°02'43"W
449.19'
N89°57'17"E
128.13'
S89°57'17"W
136.85'
N00°02'43"W
20.00'
N75°25'28"W
193.46'
S75°25'28"E
256.52'
S88°31'21"W
72.33'
S88°31'21"W
207.61'
PROPOSED BUILDING
COVERED AREA
TRUCKWELL
RECEIVING
TRASH COMPACTOR
(SEE ARCH PLANS)
STORAGE
GENERATOR
(SEE ARCH PLANS)
PAD MOUNTED TRANSFORMER
(SEE ARCH PLANS)
STACING
SANITARY SEWER EASEMENT
EXHIBIT C
LOWE'S OF
N.W WICHITA
MAIZE RD. & CENTRAL PARK ST.
WICHITA, KS.
LOWE'S
Civil Engineering Inc.
REVISIONS

## DEDICATION OF DRAINAGE EASEMENT

THIS DEDICATION OF DRAINAGE EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of the ____ day of _____, 2008 by and between EAST SIDE INVESTMENTS, L.L.C., a Kansas limited liability company ("Grantor"), to and for the benefit of THE CITY OF WICHITA, KANSAS, a municipal corporation ("Grantee").

WHEREAS, Grantor owns certain real property located in the City of Wichita, County of Sedgwick, State of Kansas, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

WHEREAS, Grantee owns certain real property located in the City of Wichita, County of Sedgwick, State of Kansas, as more particularly described in Exhibit B attached hereto (the "Grantee Parcel").

WHEREAS, Grantee is a municipal corporation and provides drainage services in the City of Wichita, County of Sedgwick, State of Kansas.

WHEREAS, Grantor desires to grant the easements as set forth in this Easement Agreement, subject to the terms hereof.

WITNESSETH THAT, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1) Grant of Easement. Subject to the terms and conditions hereof, Grantor hereby grants to Grantee a non-exclusive, perpetual easement over, under, through and across those portions of the Grantor Parcel described in Exhibit C and depicted on Exhibit D attached hereto and incorporated herein by reference (the "Easement Area") for the purpose of discharging storm water onto the surface of the Grantor Parcel due to the flow of storm water from the Grantee Parcel.

2) Construction. After the completion of the initial construction by Grantor within the Easement Area of Grantee's facilities, if any, Grantee shall be responsible to restore the

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Easement Area and the Grantor Parcel within a reasonable time after any maintenance, replacement, upgrade or repair of Grantee's facilities, to the same condition, within reason, in which it was found before such work by Grantee was undertaken, including, without limitation, restoration of landscaping and sod, restoration of the Easement Area to the elevation and grade which existed prior to the activities of Grantee pursuant to this Easement Agreement, and relocation of all irrigation lines, electrical lines and connections to Grantor's equipment should such electrical lines and connections run in, over or through the Easement Area.

3) Assignment. Grantee shall have no right to assign, sublet or license to any other person or entity the use of the easement or its rights granted under this Easement Agreement and shall not permit or suffer any other person or entity to use the Easement without the prior written consent of Grantor.

4) Grantor's Use of New Easement Area. Grantor and its successors or assigns shall have the right to use the Grantor Parcel within the limits of the Easement in any manner which does not unreasonably interfere with the rights of Grantee, including without limitation, ingress and egress, landscaping, the right to pave the Grantor Parcel and use the same as a parking lot or private roadway and the right to install, maintain, replace, repair, remove and operate utility lines, such as, without limitation, sanitary sewers, storm sewers, and gas lines, provided, however, such utility lines shall not be closer than eighteen (18") inches to Grantee's facilities.

5) Future Relocation of Easement. Notwithstanding anything to the contrary stated in this Easement Agreement, Grantor for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right, at Grantor's expense, to relocate the Easement and all or any part of the utilities installed therein to permit further development of the Grantor Parcel; provided, said relocation does not impair the functioning of Grantee's utility.

6) Grantee's Covenant. By its use of the Easement, Grantee is deemed to assume and agree to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

7) Amendments. This Easement Agreement may be modified only by an agreement in writing signed by the parties hereto, and their successor or assigns.

8) Governing Law. This Easement Agreement will be construed and interpreted in accordance with the laws of the State of Kansas.

**[SIGNATURE BLOCKS TO BEGIN ON THE NEXT PAGE]**

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IN WITNESS WHEREOF, Grantor has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTOR"**

**EAST SIDE INVESTMENTS, L.L.C.,**
**a Kansas limited liability company**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of East Side Investments, L.L.C., a Kansas limited liability company, and that said instrument was signed on behalf of said company, by authority of its members, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

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IN WITNESS WHEREOF, Grantee has caused this Easement Agreement to be executed as of the date first above written.

**"GRANTEE"**
**THE CITY OF WICHITA, KANSAS,**
**a municipal corporation**

By: _____
Name: _____
Its: _____

STATE OF KANSAS )
) SS.
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the county and state aforsesaid personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City of Wichita, Kansas, a municipal corporation, and that said instrument was signed on behalf of said municipal corporation, by authority of its _____, for the use and purposes therein stated, and said _____ acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires:_____

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## EXHIBIT A

### Legal Description of the Grantor Parcel

Lots 1, 2, 3, 4, 5, 6 and 7, Block 1 and Reserves A and B, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462.

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## EXHIBIT B

### Legal Description of the Grantee Parcel

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 27 SOUTH, RANGE 1 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 100.02 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO A POINT 70 FEET EAST OF THE WEST LINE OF SAID SOUTH HALF; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1,221.01 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 70.02 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH HALF, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LOTS 1, 2, 3, 4, 5, 6, AND 7, BLOCK 1 AND RESERVE A AND RESERVE B, PEARSON COMMERCIAL ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 22, 2007 AS DOC. NO./FLM-PG 28910462.

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## EXHIBIT C

### Legal Description of the Easement Area

A portion of Lot 2, Block 1, Pearson Commercial Addition to Wichita, Sedgwick County, Kansas according to the plat thereof recorded on August 22, 2007 as Doc. No./FLM-PG 28910462 and described as follows:

Beginning at the Southeast corner of said Lot 2; thence S 88°31'21" W, 32.37 feet along the South line of said Lot 2; thence N 55°18'23" E, 39.33 feet to a point on the East line of said Lot 2; thence S 00°02'43" E, 21.55 feet along said East line to the point of beginning.

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# EXHIBIT D

## Depiction of the Easement Area

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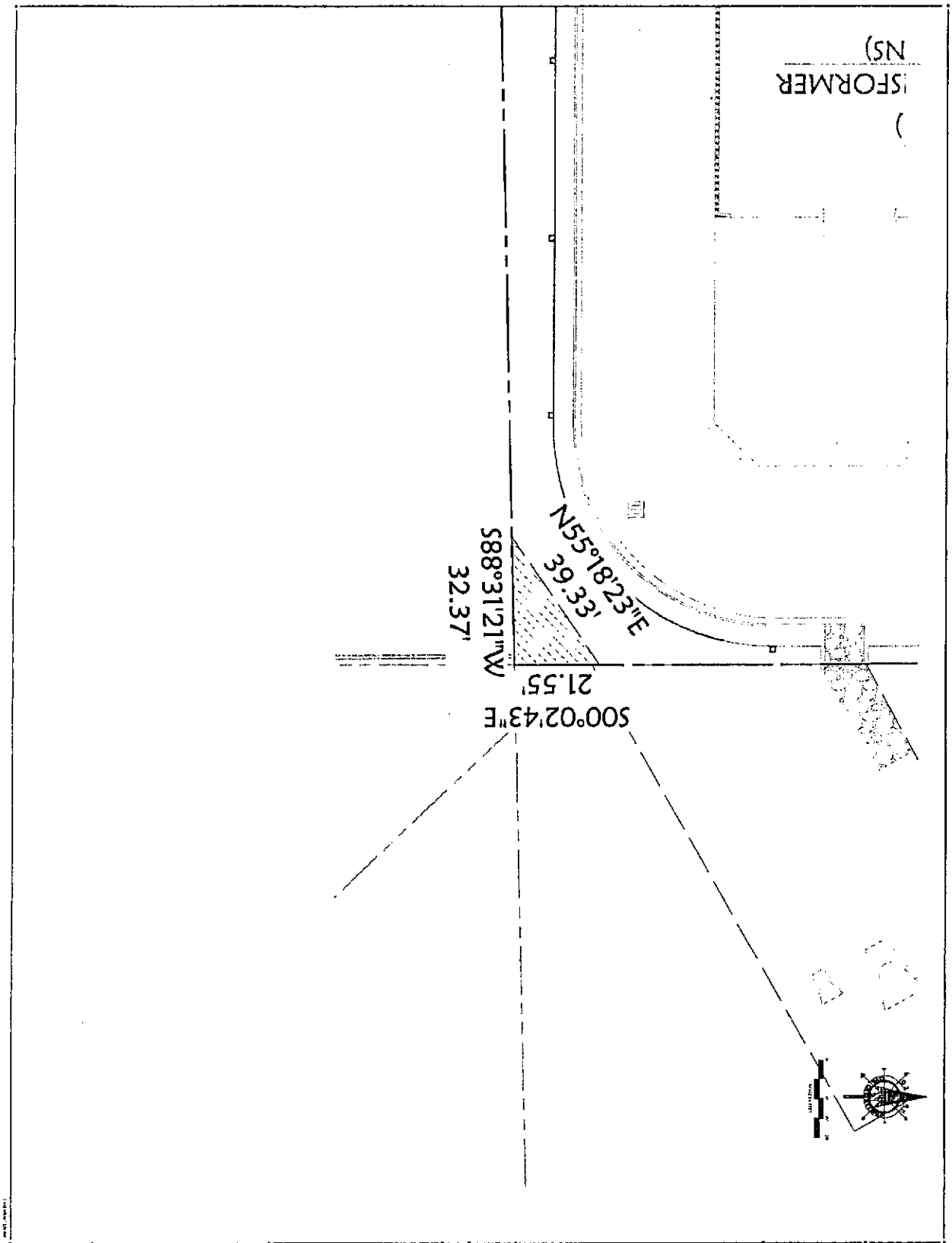


DRAINAGE EASEMENT
EXHIBIT D

LOWE'S OF
N W WICHITA
MAIZE RD. & CENTRAL PAGE ST. WICHITA, KS.

LOWE'S

Civil Engineering Inc.

REVISIONS

1

**Agenda Item No. 30.**

**City of Wichita**
**City Council Meeting**
**June 10, 2007**

**Agenda Report No.**

**TO:** Mayor and City Council

**SUBJECT:** Approval of Easement Dedication for Public Utilities – Cadillac Lake. (District V)

**INITIATED BY:** Public Works Department

**AGENDA:** Consent

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**Recommendation:** Approve the Easement Dedication.

**Background**: On May 6, 2008, the City Council approved acceptance of a deed to land to be used for wetlands and storm water detention benefiting the Chadsworth residential development and the entire drainage basin near the intersection of 29th Street North and Maize Road. The property owners who donated that land also are dedicating easements across an adjacent parcel for drainage, stormwater sewer, sanitary sewer and water supply facilities that will benefit the commercial development (Lowe's store) planned for the site.

**Analysis:** The easements dedicated are of the same character as those typically requested in the process of original platting. These easements were not included at that time because the size and nature of the easements were dependent on the intensity of use of the property they serve. Until the 404 permit was issued, it would not have been possible to commercially develop the property with the intensity now anticipated. The developer's agreement called for the easements to be described and dedicated after the 404 permit was obtained. Since that permit was issued earlier this month, these dedications can proceed.

**Financial Considerations**: There is not financial impact to the City arising from these dedications. They anticipate and allow the easements to be overlain with landscaping, parking, private roads, etc., but call for the Owner to bear the cost of initial installation, and to further bear the cost of moving the easements and facilities if further development makes that necessary.

**Goal Impact:** This project contributes to the Economic Vitality goal by allowing the development of a large area in and near our City while protecting downstream lands from increased flooding.

**Legal Considerations:** The Law Department has reviewed and approved the language of the proposed easement dedications.

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

**Attachments:** Public utility easements.