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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 20, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on April 13, 2010

VICE-MAYOR OATH OF OFFICE

-- Presentation to outgoing Vice-Mayor Skelton

-- Swearing in of new Vice-Mayor
(Oath of Office administered by Judge Jennifer Jones)

-- Comments from Mayor and City Council Members

I. PUBLIC AGENDA

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

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Amendment of Community Improvement District Policy.
(Continued April 6, 2010)

RECOMMENDED ACTION: Approve the proposed amendments to the Community Improvement District Policy.

2. Public Hearing on the Second Amendment of the Exchange Place Redevelopment Project. Plan. (District VI) (Continued April 13, 2010)

   RECOMMENDED ACTION: Approve first reading of the Ordinance amending the Exchange Place Project Plan in the amount of $9,740,000 in TIF-funded project costs, which is based on the apartments not being converted to condominiums, approve first reading of the amended bonding ordinance and approve the Amended and Restated Development Agreement and authorize the necessary signatures.

3. Revisions to Special Assessments Deferral Program. (Deferred April 6, 2010)

   RECOMMENDED ACTION: Approve the revisions to City Council Policy No. 2; place the amendment to Charter Ordinance No. 139 on first reading; and authorize the necessary signatures.

4. Request for Waiver of Regulations for Special Assessment Deferral Program for Agricultural Uses. (Districts III and V) (Deferred April 6, 2010)

   RECOMMENDED ACTION: Take appropriate action, conditioned as necessary on the amendments to Charter Ordinance No. 139 taking effect.

5. Storm Water Special Assessment Deferral Request for Drainage Projects in Casa Bella Addition, Casa Bella 2nd Addition, and Emerald Bay Estates 2nd Addition. (Districts II and V) (Deferred April 6, 2010)

   RECOMMENDED ACTION: Approve the deferral of storm water special assessments for drainage projects in Casa Bella Addition, Casa Bella 2nd Addition, and Emerald Bay Estates 2nd Addition, contingent upon the amendments to Charter Ordinance No. 139 taking effect.

III. NEW COUNCIL BUSINESS

1. Public Hearing and Issuance of Industrial Revenue Bonds, LDF Properties, LLC. (District II)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $6,575,000 for LDF Properties, LLC, and authorize the necessary signatures.

2. Public Hearing and Issuance of Industrial Revenue Bonds, Warren IMAX Theatre Project. (District V)

   RECOMMENDED ACTION: Close the public hearing, approve the tax exemption and payment in lieu of taxes and the requirement for the waiver of the performance bond and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $16,000,000 for American Luxury Cinemas, and authorize the necessary signatures.

3. Approval of Economic Development Incentives, Spartech, Inc. (District V)

   RECOMMENDED ACTION: Approve the forgivable loan agreement for Spartech Corporation, place the home rule ordinance on first reading and authorize the necessary signatures.

4. Building Facade Improvements – Lofts at St. Francis. (District I)

   RECOMMENDED ACTION: Close the public hearing; find and declare upon request of the Mayor that a public emergency exist requiring final passage of the ordinance on the date of its introduction; adopt the ordinance and authorize publication of the ordinance.

5. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Market Street Lofts Apartments. (District VI)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

6. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; 10th Street Apartments. (District VI)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

7. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Fairview Apartments. (District VI)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

8. Cereal Malt Beverage License for River Festival CMB Sales Agreement and MOU regarding disposition of CMB license after the conclusion of River Festival.

   RECOMMENDED ACTION: Approve the annual license for CMB sales at the River Festival by Joe Schlimm and approve the Agreement and MOU providing for surrender of the annual license at the conclusion of the River Festival event.

9. Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports, January 1, 2009 - December 31, 2009.

   RECOMMENDED ACTION: Receive and file the Wichita Employee's Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2009 - December 31, 2009) as submitted and approve the 2011 employer retirement fund contribution rates.

10. Lincoln Street Bridge and Dam Improvements. (Districts III and IV)

    RECOMMENDED ACTION: Approve design concept No. 2, approve the revised budget, adopt the resolution and authorize the signing of State/Federal agreements as required.

11. Replacement of Drainage Structure at 31st Street South and Glenn. ***(District IV)***

    RECOMMENDED ACTION: Approve the project, place the ordinance on first reading and authorize the necessary signatures.

12. Arts and Cultural Services Classifications.

    RECOMMENDED ACTION: Adopt the ordinance and place it on first reading.

13. DER2010-00005 - Downtown Streetscape Design Guidelines. (Districts I, IV and VI).

    RECOMMENDED ACTION: Adopt the resolution endorsing the design concepts and guidelines recommended in the Downtown Wichita Streetscape Design Guidelines, April 2010.

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.

IV. NON-CONSENT PLANNING AGENDA

1. CON2009-00043 – Conditional Use Amendment #1 to CU 564 to permit construction of a communication tower for an Aquifer Storage Recharge facility on property zoned SF 5 Single-Family Residential ("SF-5"); generally located midway between 37th and 45th Streets North, on the east side of 135th Street West. (District V)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (simple majority vote required); OR

2) Concur with the findings of the MAPC, with the exception of the justification for a lattice tower, and approve the Conditional Use, modifying the recommended conditions to require a monopole tower in place of a lattice tower (requires a 2/3 majority vote to override the MAPC's recommendation); OR

3) Deny the Conditional Use request by making alternative findings and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); OR

4) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *ZON2010-00005 Associated with CON2010-00009 – Request City zone change from GC General Commercial to LI Limited Industrial and City Conditional Use for wrecking and salvage; generally located north of MacArthur Road and 3,000 feet east of Broadway Street, 1100 East MacArthur Road. (District III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change and Conditional Use subject to the recommended conditions; place the ordinance on first reading; OR

2) Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

2. *SUB2008-00011 -- Plat of Falcon Falls East Addition located on the east side of Hillside, south of 53rd Street North. (District I)

   RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

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.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

1. *Veterans Affairs Supportive Housing Grant Application.

   RECOMMENDED ACTION: Authorize submission of an application for 15 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

AIRPORT AGENDA

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

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 15A)

1. Report of Board of Bids and Contracts dated April 19, 2010.

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

2. Applications for Licenses:

Renewal	2010	
Lewis Self	After Dark Video	7805 West Kellogg Drive
Lewis Self	After Dark Video	3721 South Broadway Street
Lewis Self	After Dark Video	2809 North Broadway Street
Gail R. Crump	GS Entertainment, d/b/a Adult Superstore	5858 South Broadway Street

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2010	(Consumption off Premises)
Dzung Banh	KC Gas & Grocery #3	1955 South Washington Street
Brandon Diep	Speedway	565 South Market Street

Renewal	2010	(Consumption on Premises)
Steven T. Knolla	Knolla's Pizza East, LLC*	7732 East Central, Suite 123
Roberto Beltran	Tacos Mexican Food, LLC*	1930 East Pawnee Street
Joseph Weber	Club Billiards*	925 West Douglas

* General/Restaurant 50% or more gross revenue from sale of food.

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

4. Petitions for Public Improvements:
   a. Petition for a Water Distribution System to serve an area north of 13th, west of Mosley. (District VI)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Change Order:
   a. 13th and Mosley Intersection Improvement. (District VI)

   RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

6. Minutes of Advisory Boards/Commissions

   Joint Investment Committee, March 4, 2010
   Board of Code Standards and Appeals, March 1, 2010
   District V Advisory Board, March 1, 2010
   District VI Advisory Board, March 1, 2010
   District VI Advisory Board, March 17, 2010

   RECOMMENDED ACTION: Receive and file.

7. A Resolution establishing the Order of Succession as Mayor of the City of Wichita, Kansas in the absence from the City of the Mayor and the Vice-Mayor.

   RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.

8. Authorization of Industrial Revenue Bond Trustee Transfer, FlightSafety International. (District IV)

   RECOMMENDED ACTION: Approve the Resignation, Appointment and Acceptance Agreement for FlightSafety and authorize the Mayor to sign.

9. Acquisition of Land in Conjunction with the River Corridor Improvement Project. (District I)

   RECOMMENDED ACTION: Approve the Amendment of Lease and Maintenance Contract and authorize all necessary signatures.

10. Lease of City-owned Parking Lot at 151 North Waco for Broadview Hotel Construction Staging. (District VI)

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

11. Park Facilities Renovation. (District VI)

    RECOMMENDED ACTION: Approve the bonding resolution and authorize the necessary signatures.

12. WAMPO Consultant Contracts: Household Travel Origin - Destination Survey and Travel Time Study.

RECOMMENDED ACTION: Authorize the necessary signatures to execute the two contracts as the fiscal agent for the WAMPO: 1) Household Travel Origin - Destination Survey contract with ETC Institute and 2) Travel Time Study contract with Iteris, Inc.

13. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III and IV)

Property Address	Council District
a) 1831 North Madison	I
b) 1523 North Estelle	I
c) 1557 North Oliver	I
d) 1621 North Kenmar Drive	I
e) 2712 North Fairmount	I
f) 2878 / 2880 South Davidson	III
g) 3413 East Roseberry Court	III
h) 1400 West 50th South	IV

RECOMMENDED ACTION: Adopt the resolutions to schedule a public hearing before the City Council on June 8, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

14. Payment for Settlement of Claim by Drusilla Triplett.

RECOMMENDED ACTION: Authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of the claim.

15. Second Reading Ordinances: (First Read April 13, 2010)
    a. List of second reading ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Amendment of Community Improvement District Policy

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Approved the amendments.

Background: On April 6, 2010, the City Council approved the Community Improvement District (CID) Policy to govern the City's use of the recently enacted legislation by that name which provides financial assistance to real estate developers through the imposition of special sales taxes or special assessments within CID districts created pursuant to petitions by landowners. The approved CID Policy sets stricter limits than those imposed by the CID legislation in certain areas, including:

- requiring 100% petitions and public hearings for all CID projects,
- prohibiting the use of full faith and credit CID bonds,
- requiring gap analysis to demonstrate a financial need for all CID projects except those funded with CID sales taxes on a "pay-as-you-go" basis and
- limiting the use of the CID program to commercial, industrial and mixed-use projects with total costs exceeding $500,000 for "pay-as-you-go" projects and $2,000,000 for bonded projects.

Following approval of the CID Policy, City Council directed staff to analyze certain amendments to the Policy, as outlined below, and bring back recommendations.

Analysis: The proposed CID Policy amendments address three primary issues:

1) Should the policy allow developers to substitute a letter of credit for gap analysis for CID projects funded with special assessment taxes?
2) Should residential developments be added to the permitted uses of CID?
3) Are the threshold project amounts for CIDs too low, and should there even be a minimum project size?

Gap Analysis vs. Letter of Credit

Gap analysis and letters of credit typically address two different concerns. The gap analysis addresses whether public financial assistance is needed in order for the project to be completed as proposed, or whether the developer should be expected to complete the project entirely with private resources, based on the economics of the project. The letter of credit addresses the risk that for whatever reason, the developer is unable to complete the development project, wherein the City would be unable to levy the special assessments and file the tax lien on the property in order to secure the City's risk.

The City bears some risk when special obligation bonds are issued, whether paid by the special assessments and secured by the tax lien or paid by special sales taxes. This risk is a reason for requiring a gap analysis, and the risk would be mitigated by requiring a letter of credit. Trading gap analysis for a letter of credit would improve the bondholders' (and therefore the City's) security position. However, it would not address the appropriateness of public assistance for the proposed project.

Under the CID law, special assessments can be used either to pay debt service on City bonds or they may be used on a "pay-as-you-go" basis. Under the latter arrangement, the special assessment payments are passed through to the developer, typically to pay-off private financing or reimburse the developer for up-front out-of-pocket investment in the project. Without bonding, there would be no meaningful risk to the City. Since CID projects funded by sales tax on a "pay-as-you-go" basis are exempted from gap analysis because there is no risk to the City, there is no reason not to exempt "pay-as-you-go" special assessment projects as well. Staff recommends the exemption of all "pay-as-you-go" projects from the gap analysis requirement.

Add Residential to Permitted Uses

Staff has considered the concept of adding construction of common amenities and improvements within residential developments to permitted CID projects, specifically excluding the use of CID to finance dwelling units (whether single or multi-family) or to pay on-going operating costs. The City has traditionally supported residential developments with traditional special assessments (K.S.A. 12-6a01 *et seq*.). CID would likely become a popular source for financing clubhouses and swimming pools, etc. , which are normally financed privately and the costs recouped through the sale of lots or homes. To open the use of CID to housing, without it being part of a mixed-use redevelopment project would be a radical departure from the economic development rationale for CID, and is therefore not recommended.

The example given of the gas pipeline that had to be relocated around a subdivision is a rare circumstance that could be addressed by waivers of the CID policy on a case-by-case basis, if there are no other reasonable alternatives.

Minimum Threshold Project Sizes

Staff has researched building permits for commercial projects under $500,000 issued in 2008 and 2009 in order to better understand how many potential projects would be disqualified due to minimum size requirements in the CID Policy. Except for one multi-tenant commercial building at 10410 W. Maple, the projects were primarily modest-sized, single occupancy buildings, many of them fast-food restaurants, with a few convenience stores and several industrial/warehouse buildings. It would not appear from this analysis that very many CID projects would be disqualified on the basis of size.

Given the need to make sure even smaller projects in distressed areas are served, Staff recommends that the CID Policy allow the minimum size requirement to be waived within the Neighborhood Revitalization Area and within neighborhood plan areas not located in the NRA. A shorthand way of identifying the areas where no minimum size would be required is to use the same areas currently covered by the Façade Improvement Program (map attached).

Financial Considerations: There are no costs to the City resulting from the proposed amendments.

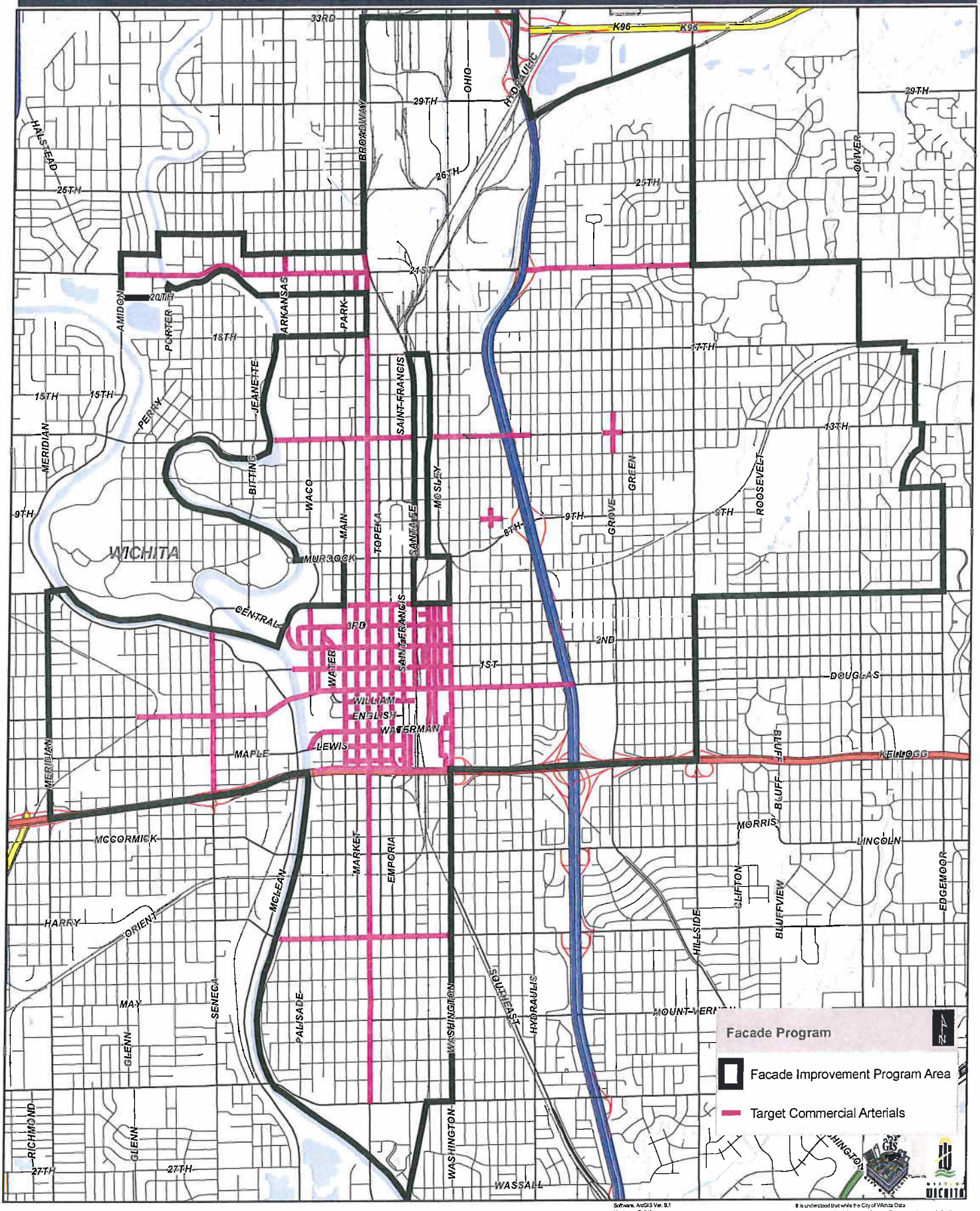
Goal Impact: Economic Vitality and Affordable Living; Quality of Life. The ability to pass some of the cost of real estate development on to customers will stimulate this important economic activity in difficult economic times.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council approve the proposed amendments to the Community Improvement District Policy.

Attachments: Façade Program Area Map

TARGET COMMERCIAL ARTERIAL SEGMENTS - FACADE PROGRAM



Miles

0 0.25 0.5 1 1.5

Software: ArcGIS Ver. 9.1
Hardware: Dell Xeon
Plotter: HP 500DPS
Map Data Source:
Road centerlines provided by City of Wichita GIS and Sedgwick County GIS.
2003 Aerial Photo Mosaic
Thursday, July 20, 2006 3:31:31 PM
Projects/Planning/Neighborhood/_small_Facade_TARGET.mxd

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information, or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

Agenda Item No. II-2.

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Public hearing on the Second Amendment of the Exchange Place Redevelopment Project Plan (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendations: Close the public hearing, approve course of action based on staff recommendation.

Background: On May 8, 2007, the City Council adopted an ordinance establishing a redevelopment district in the area between English Street, First Street North, Broadway Avenue and Main Street, for the purpose of allowing the use of tax increment financing (TIF) to pay a portion of the costs of constructing redevelopment projects in that area. On July 24, 2007, the City Council adopted the Exchange Place Project Plan. On January 6, 2009, the City Council approved an amendment to the TIF Project Plan and Development Agreement. On April 13, 2010, City Council held a public hearing to consider a Second Amendment to the TIF Project Plan and Development Agreement. City Council voted to continue that public hearing until April 20, 2010 and directed staff to seek a third party review of the TIF analysis. Staff has arranged for Dr. Stanley Longhofer of WSU Center for Real Estate to conduct the review, which will be provided prior to reconvening the public hearing.

Analysis: The Exchange Place Project Plan and Development Agreement originally approved by the City Council called for construction of a multi-level parking structure and conversion of two vacant high-rise buildings into a condominium complex consisting of 91 residential condo units, residential parking spaces and ground floor retail space.

The January 6, 2009 amendment included the City purchasing an additional property, the Bitting Building (107 North Market), using TIF funds, and conveying it to the Developer. The 91 condominiums in the Exchange Place Building were replaced with a total of 201 apartments in both the Exchange Place and Bitting buildings. The new Project Plan also increased the number of spaces in the parking garage from 175 to 229. The project area was increased to include the Bitting Building. The additional property acquisition and larger parking garage increased the proposed TIF-funded development costs from approximately $6 million to $9.3 million.

The Developer has recently made additional changes to the project due to structural issues, construction costs related to the parking garage, additional improvements needed for a pedestrian sky bridge between buildings, and repairs to the sidewalks around the project area. The Developer seeks to increase the number of apartments from 201 to 230 units, convert the parking garage from self-parking to automated parking, and increase the number of parking spaces from 229 to 298. The additional costs related to the changes would increase the TIF-eligible development costs from $9.3 million to $11.8 million.

A comparison table is provided below to identify the project changes from the original plan to the current proposed amendment.

	2007 – Approval	2008 – First Amendment	2010 – Second Amendment
TIF eligible amount	$6,000,000	$9,300,000	$11,620,000
Private Investment	$15,000,000	$18,500,000	$34,871,728
Total Investment	$21,000,000	$27,800,000	$46,491,728
Market Value	$15,960,000	$33,803,000	$41,695,000

Residential Units	91 condos	201 apartments	230 apartments
Parking spaces	175	225	298

The proposed increase in the amount of TIF funding requires amendment of the TIF Project Plan. A new list of TIF eligible costs and revisions to the comprehensive financial feasibility study are included in the attached First Amendment to the TIF Project Plan as Exhibits B and C respectively.

Staff has worked extensively with the Developer to determine the ability of the amended project to generate sufficient increases in property value to allow TIF funding of the entire TIF eligible costs of $11,620,000. Staff analysis of the TIF funding capacity is based on projected valuations of several Real Development properties located within the TIF District, using assumptions about rental rates, operating expenses and capitalization rates for each building. A table of projected valuations is attached.

A key variable in the analysis is the proposed conversion of individual apartments in the Exchange Place complex from for-rent apartments to for-sale condominiums. It is the Developer's firm intention and commitment to convert the apartments to condos after the HUD-required holding period has expired and subject to market absorption rates. Staff has consulted with Goody Clancy on the question of for-sale price points and market absorption. There is consensus that condo conversion is feasible, but also that there is no assurance that the condo conversion will actually occur in the future.

Staff has analyzed three principal scenarios to determine TIF funding capacity, outlined below:

Full funding of TIF-eligible project costs ($11,620,000)
If the Developer succeeds in converting the apartment complex to condominiums by 2021 at an average unit sales price of $163,000 ($200/SF), projected TIF cash flow would amortize TIF bonds in a large enough principal amount to cover the requested $11,620,000 in TIF-eligible project costs. However, the ratio of available cash flow to bond payments would be 1.09 to one, which is below the recommended 1.20-to-one standard. Without condo conversion, the debt service coverage ratio would be one-to-one.

TIF funding based on conversion of apartments to condominiums ($10,635,000)
If the condo conversion is completed as above, the projected cash flow would support a TIF bond capable of paying $10,635,000 in project costs, with a 1.20x debt service coverage ratio.

TIF funding based on apartments only – no condo conversion ($9,740,000)
If the Exchange Place continues to be operated as a for-rent apartment complex, without condo conversion, projected TIF cash flow would allow bonding of $9,740,000 in project costs, with a 1.20x coverage ratio.

Possible Gap Financing
If an amount less than the full $11,620,000 is approved, there could be a gap of up to $2,000,000 needed for project funding. There is a possibility of using the Community Improvement District (CID) program to provide gap financing, using CID special assessments. It is not known at this time whether this will be acceptable to HUD.

DEVELOPMENT AGREEMENT
In order to implement the amended project plan, corresponding changes to the development agreement are required. The attached Second Amended and Restated Development Agreement replaces the previously approved development agreement. Changes in the agreement generally reflect the changes to the scope of the project as outlined above. In addition, the amended development agreement includes the following substantive changes:

- A requirement for the Developer to meet annually with the County Appraiser to provide actual operating information on each building located within the project area that is managed by the Developer or an affiliate.
- A requirement that the Wichita Executive Center be fully refinanced and all outstanding financial obligations relating to the building paid in full as a condition of disbursement of any TIF funds.
- Addition of personal guarantees from the principals of the Developer entity to cover the Tax Increment Shortfall Guaranty.
- Removal of the "burn-off" provision in the Tax Increment Shortfall Guaranty to ensure that the guaranty will continue even after the project has reached the full projected valuation, as an additional safeguard against later appealing the value in order to lower taxes.

Financial Considerations: The financing structure for the new project amount calls for the issuance of full faith and credit TIF bonds, which are paid by TIF revenues generated by the property within the TIF district but are additionally secured by the City's general credit. The cash flow analysis takes into account the possibility of property tax appeals in the TIF district. In each scenario outlined above, the par amount of TIF bonds includes project costs plus construction period interest, financing costs and project management costs. The attached bonding ordinance will authorize the increased amount to be bonded, as approved by City Council.

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted and declining areas is needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to cities with vibrant downtowns.

Legal Considerations: State law requires amendment of the district plan or the project plan if a substantial change to the project is proposed which materially changes either plan. The amount of increase in the TIF-funded project costs is sufficient to warrant amendment of the project plan. Because the general characteristics of the project are relatively unchanged however, amendment of the district plan is not required.

The resolution setting the public hearing on the proposed TIF project plan amendments was published on two consecutive weeks in the City's official newspaper, in accordance with state law. The attached ordinance, amendment to the TIF project plan, amended bonding ordinance and amended and restated development agreement have been reviewed by the Department of Law and approved as to form. Adoption of the ordinance approving project plan amendments requires a two-thirds majority vote of the City Council.

Recommendation/Action: It is recommended that City Council approve first reading of the Ordinance amending the Exchange Place Project Plan in the amount of $9,740,000 in TIF-funded project costs, which is based on the apartments not being converted to condominiums, approve first reading of the amended bonding ordinance and approve the Amended and Restated Development Agreement; and authorize the necessary signatures.

Attachment(s):
- Ordinance approving the amendment of the Exchange Place Project Plan;
- Second Amendment to the Exchange Place Project Plan;
- Amended bonding ordinance;
- Second Amended and Restated Development Agreement Regarding Development of the Exchange Place Project;
- Exchange Place TIF Valuation Table.

04/13/2010

SECOND

AMENDED AND RESTATED

DEVELOPMENT AGREEMENT

REGARDING DEVELOPMENT

OF

THE EXCHANGE PLACE BUILDING,

MICHIGAN BUILDING

BITTING BUILDING

AND

PARKING GARAGE

CITY OF WICHITA, KANSAS

AND

EXCHANGE PLACE, LLC

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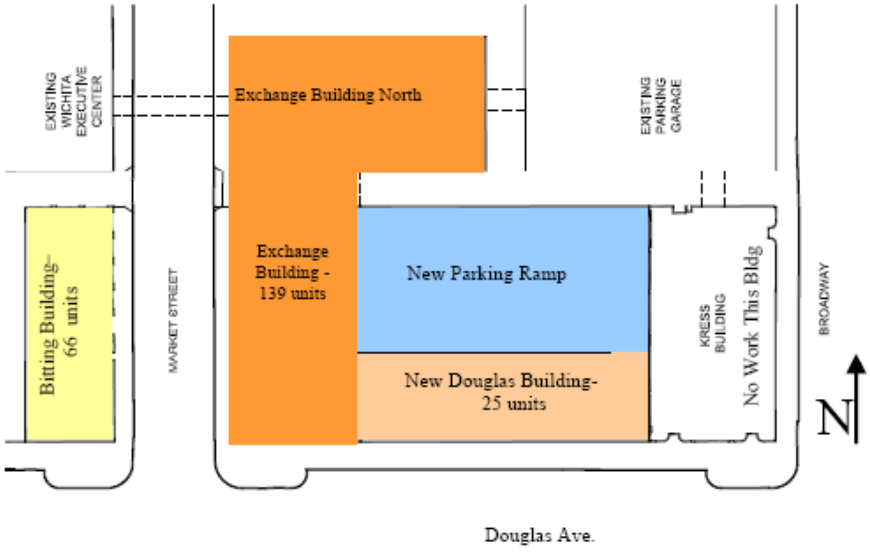
SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
for
THE EXCHANGE PLACE BUILDING
MICHIGAN BUILDING
BITTING BUILDING
AND
PARKING GARAGE

THIS AGREEMENT is made Effective _____, 2010 between the **City of Wichita**, a corporate body politic and political subdivision of the State of Kansas (the **"City"**), and **Exchange Place, LLC**, a Kansas limited liability company (**"Developer"**). It amends and restates the Development Agreement for the Exchange Place Building, Michigan Building and Parking Garage dated July, 2007 and Amended and Restated December 16, 2008.

Summary

This Agreement concerns plans to renovate the North side of the 200 block of East Douglas and the Northwest Corner of Douglas and Market. Exchange Place Building (110 N. Market) the Bitting Building (107 N. Market) and the new Douglas Building will be converted into a residential and commercial complex.

The Project complex consists of 230 residential units on upper levels, retail on the first floors and a new 298 stall parking garage. The garage will serve the apartments at Exchange and Douglas buildings, retail businesses and adjacent office buildings. The new 6 story parking garage structure will be constructed immediately east of the Exchange Place Building (212 E. Douglas) and immediately North of the new Douglas Building. A new 25 unit apartment building will be constructed on Douglas immediately east of the Exchange Place Building (212 E. Douglas) on three levels (2-4) with retail space below on first floor. It will adjoin the south end of the new garage (210 E Douglas).



Overall, the Project will provide:

- 139 residential apartments at Exchange Place Building.
- 66 residential apartments at the Bitting Building.
- 25 residential units at the new construction Douglas Building.
- approximately 16,000 square feet of street level retail space.
- approximately 298 parking spaces providing an effective inventory capable of handling 298 vehicles overnight and another 230 + spaces for daily users. A minimum of 195 spaces will be allocated for use by the apartments. The remaining 103 spaces will be for public parking.
- 14 parking spaces behind the Exchange Place Building.

This work with the apartments, the retail space, and the Parking Garage is collectively described as the Project.

Background and Recitals

The following Background and Recitals contain merely an overview of the Project and are not intended to fully describe the obligations of the City and Developer. The specific terms and obligations are more fully set forth in the Agreement itself.

(i) The City will assist financing part of the Project through tax increment financing of the Parking Garage and certain of the costs related to the Exchange Place, Bitting and Michigan Buildings as allowable by state law.

(iii) Developer will develop the Exchange Place Building, Bitting Building and Douglas Building according to the Development Plan.

(iv) Developer will cause the Parking Garage to be constructed according to the Development Plan.

(v) The Michigan Building will be completely removed.

(vi) Developer will own the Exchange Place Building, the Bitting Building, the Douglas Building, Parking Garage and the apartments located in all of these buildings.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

Section 1
Definitions and Exhibits

1.1 Certain Definitions. For purposes of this Agreement, each of the following terms, when used with an initial capital letter, shall have the following meaning:

"**Agreement**" means this Development Agreement.

"Bitting Building" means the Bitting Building located at the northwest corner of Douglas and Market in Wichita, Kansas, with a legal description given on Exhibit F.

"**City**" means the City of Wichita, a corporate body politic, and whenever this Agreement requires "approval of the City" or words of similar intent, that approval must come from the City Council, except as otherwise expressly provided herein.

"City Contribution" means the sum of not to exceed Nine Million Seven Hundred, Forty Thousand Dollars ($9,740,000) which the City shall fund for the City Improvement Expenditure, the City Sidewalk Expenditure and the City Parking Garage Expenditure.

"**City Council**" means the City Council of the City of Wichita.

"City Improvement Expenditure" means the sum of not to exceed Three Million Three Hundred, Twenty Five Thousand Dollars ($3,325,000) which the City shall fund in part for reimbursement of land acquisition, demolition, site preparation and such other "redevelopment project costs" as defined and permitted under K.S.A. 12-1770a, as amended. This amount may be reduced in order to not exceed the total City Contribution.

"City Sidewalk Improvement Expenditure" means the sum of not to exceed Sixty Thousand Dollars ($60,000) which the City shall fund in part for reimbursement of sidewalk repair and/or replacement along Douglas and Market adjacent to the "Exchange Place Building", the "Bitting Building" and the new "Douglas Building" as defined and permitted under K.S.A. 12-1770a, as amended. This amount may be reduced in order to not exceed the total City Contribution.

"City Parking Garage Expenditure" means the sum of not to exceed Eight Million, Two Hundred Thirty Four Thousand, Seven Hundred Thirty Dollars ($ 8,234,730.72) which the City shall fund to develop and construct the Parking Garage. This amount may be reduced in order to not exceed the total City Contribution.

"**City Representative**" means the City Manager of the City or his or her designee. The City Representative shall have full power and authority to implement the decisions of the City Council and to act on behalf of the City in the exercise of its rights and responsibilities under this Agreement. Developer may rely on the decisions and direction of the City Representative as the directions of the City; provided, however, if any action requires an amendment to this Agreement, it shall require the approval of the City.

"**Completed**" or "**Completion**" means, with respect to the Project when: (a) the Project Architect certifies in writing to the City and Developer that the construction of the Project is substantially completed in accordance with the Development Plan to permit use of the Project for the purposes for which it was intended, and (b) a conditional or final occupancy permit has been issued, which date may precede the full completion of all punch-list items, and nonessential landscaping and similar design and development functions.

"**Contractors**" means the General Contractor and all other contractors, subcontractors, suppliers, persons, or entities that are engaged for construction or to provide labor, materials, supplies, or services of any kind in regard to the Project.

"**Developer**" means Exchange Place, LLC, a Kansas limited liability company (or its affiliate with the approval of the City Representative).

"**Developer Improvement Contribution**" means the sum of at least **Thirty Four Million Eight Hundred Thousand Dollars ($34,800,000)** in equity funds and Loan proceeds that Developer shall make available to develop and construct the residential and commercial space as described in the Project and as set forth in the Development Budget.

"**Development Budget**" means a budget or budgets, including modifications of the budget(s), for the total cost of development and construction of the Project, including design, development, financing, construction, furnishing, fixturing, landscaping, hardscaping, equipping and pre-opening, as approved by the City and attached as Exhibit B.

"**Development Concept**" means the Development Concept attached as Exhibit D.

"**Development Plan**" means the Site Plan, drawings and specifications, Development Schedule, and Development Budget for the Project as approved by the City and Developer at the time of execution of this Agreement and as the same are amended by Developer with the approval of City Representative from time to time. The Parties anticipate that the Development Plan will be amended from time to time to reflect changes in market conditions and economic demands and that such changes are within the scope and intent of this Agreement, so long as the changes are consistent with the original Development Concept. To the fullest extent permitted by applicable law and ordinance, the City Representative is authorized to approve Development Plan changes consistent with the Development Concept.

"**Development Schedule**" means the development schedule for the Project attached as Exhibit C.

"Douglas Building" means a newly constructed building located between the Exchange Place Building and the Kress Building on Douglas Avenue in Wichita, Kansas, with a legal description given on Exhibit F.

"Exchange Place" means the apartments and street level retail space to be constructed and owned by the Developer, located in the Exchange Place Building, the Bitting Building, and the Douglas Building.

"**Exchange Place Building**" means the Exchange Place Building located at the northeast corner of Douglas and Market in Wichita, Kansas, with a legal description given on Exhibit F.

"**Exchange Place Project Taxable Properties**" means those properties described on Exhibit H which shall be considered for purposes of determining the incremental property tax valuation.

"**Force Majeure**" means war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, Acts of God or other cause or contingency similarly beyond control of the Party whose performance is affected thereby, but shall not include weather delays caused by rain, snow, or the like, or Project cost increases due to unforeseen conditions or price increases, or the like.

"**General Contractor**" means the general contractor(s) for the Exchange Place Building, Bitting Building and the General Contractor for the Parking Garage, as the case may be, to be selected by Developer.

"Kress Building" means the building currently located at the Northwest corner of Douglas and Broadway with a street address of 100 N. Broadway.

"**Loan**" means a loan from a lender(s) to Developer in an amount sufficient to allow Developer to complete the Developer Improvement Contribution pledging some or all of the Project Land and improvements.

"**Loan Commitment**" means a Letter of Invitation or other written loan commitment given to Developer from H.U.D. (The United States Department of Housing and Urban Development) or other lender on terms acceptable to Developer and in an amount sufficient to allow Developer to complete the Developer Improvement Contribution.

"**Michigan Building**" means the property commonly known by that name and located at 206 East Douglas, Wichita, Kansas, with a legal description given on Exhibit F.

"Parking Facilities" means and consists of two combined areas: the new 298 space Parking Garage and the existing 14 parking spaces located at the north area of Exchange Place Building. Collectively, the Parking Facilities will contain approximately 312 parking spaces.

"**Parking Garage**" means a multilevel parking facility of approximately 298 parking spaces to be constructed by Developer on the 200 block of East Douglas, east of the Exchange Place Building and west of the Kress Building, with a legal description given on Exhibit F.

"**Parties**" means, collectively, the City and Developer; "**Party**" means either of the Parties.

"**Project**" means plans to renovate the Exchange Place Building and the Bitting Building into a residential and commercial complex, and construction of a new residential building and Parking Garage on the same block east of the Exchange Place Building and west of the Kress Building. Overall, the Project will provide:

- 139 residential apartments at Exchange Place Building.
- 66 residential apartments at the Bitting Building.
- 25 residential apartments at the Douglas Building.
- approximately 16,000 square feet of street level retail space.
- approximately 298 parking spaces providing an effective inventory capable of handling 298 vehicles overnight and another 200+ spaces for daily users. A minimum of 195 spaces will be allocated for use by the apartments. The remaining 103 spaces will be for public parking.
- 14 parking spaces behind the Exchange Place Building.

"**Project Architect**" means the architect for the Project, to be selected by the Developer.

"**Project Land**" means the tracts or parcels of land upon which the Exchange Place Building, Bitting Building, Douglas Building, and Parking Garage site are located, described on Exhibit F, together with all rights, privileges, licenses and easements appurtenant to such tracts.

"**Site Plans**" means the elevation, drawings and plans depicting the appearance of the Project attached as Exhibit A.

"**Specialists and Consultants**" means the Project Architect and the Contractors, together with other planning, architectural, engineering, interior design and other specialists and consultants selected by the Developer for the design and construction of the Project.

"Tax Increment Shortfall" means the amount equal to the difference between the amounts actually paid to the City by the Sedgwick County Treasurer as incremental property taxes collected for the Center City South Redevelopment District or Exchange Place Project Taxable Properties, as the case may be, pursuant to K.S.A. 12-1770 *et seq.*, and the amount projected to be paid by the City as debt service on the City's tax increment financing bonds as set forth in Exhibit E, commencing the first year in which a payment is due on the City tax increment financing bonds issued to finance the City's costs hereunder. The attached Exhibit E is an example and will be replaced with an Exhibit E reflecting the actual interest rates and debt service after the bonds are sold.

1.2 Other Definitions. In addition to the terms defined in Section 1.1, other terms will have the definitions provided elsewhere in this Agreement.

1.3 Exhibits. The exhibits identified in this Agreement and attached to it, or otherwise identified by the signing or initialing of the Parties, are incorporated by reference and made a part of this Agreement as though they were fully set forth in the text of this Agreement.

Section 2
Project

2.1 Project. Developer shall provide the Developer Improvement Contribution, and shall provide all services, equipment, materials, supplies, labor, and every article of any kind necessary or appropriate for the planning, development, construction, and furnishing of the Project, including those needed or appropriate for opening of the Project for business, all in accordance

with the Development Plan. Developer shall be an independent contractor for all purposes, and nothing contained in this Agreement nor any actions of the Parties shall be construed to create a partnership, joint venture, or agency relationship between the City and Developer. No one performing work on the Project under the direction of Developer, or under the direction of any of the Contractors, shall be deemed to be an employee of the City for any reason or purpose whatsoever.

2.2 Funding of Project Land Acquisition. The City will pay an amount up to the $3,325,000 amount established as the City Improvement Expenditure to the Developer for related acquisition and other expenses authorized by K.S.A. 12-1770a and in compliance with applicable law upon satisfaction of environmental and title requirements and delivery of the documents in Section 3.1.1 below.

2.3 Project Use. Subject to applicable statutory requirements, Developer may convert and sell some or all of the apartments into condominiums at some point in the future. Any such sale might include a sale of the Parking Facilities to the condominium owners.

2.4 Conditions Precedent to Project. The following matters shall be completed prior to disbursement of any City Improvement Expenditure.

2.4.1 Developer shall provide satisfactory evidence to the City Representative that Developer has (i) secured adequate commitment for HUD funding by meeting line item requirement of Section J, #15(c), Total Settlement Requirements of the HUD 92013; (ii) escrowed cash or line of credit amount required for owner under the aforesaid HUD funding; and (iii) secured a written commitment or commitments for a loan, in an aggregate amount at least equal to the difference between the Loan Commitment for HUD funding and the $34.8 Million amount of the Developer Improvement Contribution.

2.4.2 Developer shall deliver to the City Representative documentation acceptable to the City showing that all outstanding indebtedness encumbering the Wichita Executive Center has been refinanced and all creditors with claims relating to said property have been paid in full.

2.4.3 The City Representative shall receive fully executed Guaranty Agreements from Michael Elzufon and David Lundberg, relating to the Tax Increment Financing Guaranty as set forth in Section 8 below.

Section 3
Construction Phase

3.1 Conditions Precedent to Construction. The following matters shall be completed before construction begins on the Project.

3.1.1 Delivery of Documents. The documents listed below (or copies), as well as any other documents reasonably required prior to commencement of construction, have been delivered to the City Representative. When necessary, Developer shall also procure the requisite filings of such documents with the appropriate officials:

(a) Construction permit and all other permits required before commencement of construction;

(b) Policies or certificate(s) of insurance evidencing that Developer has procured all insurance required by this Agreement;

(c) Satisfactory evidence to City Representative that the General Contractor selected by Developer to construct the Project is a registered contractor in good standing under the laws of Kansas and the laws of its state of its domicile;

(d) The Development Budget;

(e) The Development Plan;

(f) Performance and labor and material payment bonds as required by City's Charter Ordinance No. 203, dated September 19, 2006;

(g) Executed copies of the construction contract between Developer and the General Contractor, and the contract between the Developer and the Project Architect (Owner-Architect Agreement (AIA B181));

(h) Such other documentation including plans and specifications, schematic drawings and renderings of the Project as may reasonably be requested by the City Representative to insure the orderly development of the Project;

(i) Path of schedule for the Project agreed upon by Developer and the City Representative;

(j) All approvals from the Historic Preservation Board and all similar approvals needed for development of the Project have been obtained in writing; and

(k) Developer and the City Representative have provided each other with their respective written waivers of their rights to cancel this Agreement under Section 9.20.

3.1.2 Closing. Developer closing on acquisition of the Exchange Place Building, Bitting Building and the site for the location of the Parking Garage.

3.2 Construction. Developer will cause commencement of construction of the Project to begin promptly upon completion of the conditions in Section 3.1.1 and 3.1.2 and receipt of the acquisition costs pursuant to Section 2.2, and Developer will pursue Completion of construction with due diligence thereafter. During construction Developer agrees to the following conditions and instructions (where applicable, to the respective parts of the Project):

(a) To cause construction of the Project in a workmanlike manner, free of any material defects, in accordance with the final plans and specifications, and in

accordance with all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws);

(b) To obtain all utility permits, certificates of occupancy, and all other licenses, permits and easements required for the operation of the Project;

(c) Supervise the timely and efficient performance of the Contractors and the Specialists and Consultants under their respective contracts with Developer to enable them to perform their work in a timely, safe, professional and workmanlike manner.

(d) To utilize an invitation and selection procedure for selecting the General Contractor for the Parking Garage acceptable to the City.

3.3 Disbursements for Parking Garage. The City shall disburse an amount up to the amount established as the City Parking Garage Expenditure, not to exceed the City Contribution amount, for the statutorily eligible construction costs of the Parking Garage incurred by the Developer in accordance with the construction contract for the Parking Garage (the "qualified costs"), subject to the additional requirements set forth herein.

As a condition of the disbursement, the Developer shall submit a Certification of Expenditure in the form attached hereto as Exhibit I attesting to the incurrence of qualified costs in accordance with the procedures outlined hereinbelow.

(a) The Developer shall submit to the City a written request in the form of Exhibit I setting forth the amount for which disbursement is sought and identification of the qualified costs to which each relates.

(b) The request shall be accompanied by a form AIAG702 Application and Certificate for Payment.

(c) The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the Developer's and others' records relating to all costs to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

The City shall have twenty (20) calendar days after receipt of any request hereunder to review and respond to any such request by written notice to the Developer. If the submitted documentation demonstrates that: (a) the costs included in the request are qualified costs, (b) the costs were incurred, and (c) Developer is not in material default under this Agreement, then the City shall process the request in accordance with established fiscal and accounting procedures of the City, approve the request and make, or cause to be made, the disbursement within twenty (20) days after submittal. If the City disapproves the request, the City shall notify the Developer in writing of the reason for such disapproval within such twenty (20) day period after receipt of a request for payment, and the reason for disapproval must be stated. Only disputed amounts shall be withheld

from any pay request.

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Section 4
Additional Rights and Obligations

4.1 Approvals. Whenever this Agreement requires the consent or approval of the City Representative, the City Representative, in his or her sole discretion, may instead present the question to the City Council for the necessary consent or approval. Notwithstanding the foregoing, the Parties intend that City Council approval shall not be required or necessary for changes in the Development Plan which do not affect the City's expenditures and are consistent with the Development Concept, unless otherwise required by law.

4.2 Title to Property. Developer shall own the improvements and the Project Land in fee simple, free and clear of all liens and encumbrances, subject only to: liens and encumbrances placed thereon by Developer and real estate taxes and special assessments.

4.3 Related Improvements. Developer may construct related improvements, such as landscaping and streetscaping, and the City Representative will coordinate and cooperate with Developer to accommodate those improvements within the Project schedule.

4.4 Development Assistance. The City will provide development assistance to Developer, as needed, to facilitate and expedite the issuance of building permits and compliance with other City-controlled requirements relating to completion of the Project.

4.5 Access to Site. The City will provide reasonable access to Developer for staging and work areas adjacent to the Project Land. Toward this end, the City will cooperate with Developer to close streets under established City procedure during agreed periods of demolition and construction.

4.6 Certificate and Release. Upon proper application by Developer, the City will issue a certificate and release to Developer in regard to the Gilbert and Mosley groundwater contamination in accordance with the customary process for application and issuance of those certificates.

4.7 Use of Parking Garage. A minimum of 103 parking spaces shall be set aside in the Parking Garage for public parking and the balance for the exclusive use of the residents and guests of Exchange Place Building and Douglas Building. This allocation can be revised by Developer as market experience may demonstrate a need to reallocate parking spaces with consent of the City Representative (which consent shall not be unreasonably withheld or delayed).

Section 5
Insurance, Bonding, and Indemnification

5.1 Types of Coverage. Developer shall carry, or cause the General Contractor to carry, the following insurance coverage insuring Developer, General Contractor, and City through final completion (as defined in the construction contracts):

(a) Special or builder's "all risk" insurance (including theft, vandalism, boiler, and pressure vessel coverage), in an amount reasonably acceptable to the City representative, insuring Developer's and City's interests in the Project and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Developer or City in the Project (insurance shall also insure against loss from collapse of any part of the building or other structural failure during construction);

(b) Comprehensive general liability insurance insuring Developer and City against all liability for injury to or death of a person or persons and for damage to property in any way occasioned by or arising out of the activities of Developer, City, and their respective agents, contractors, or employees, in connection with the design and construction of the Project, in the amount of not less than Five Hundred Thousand Dollars ($500,000) or in such other amounts as may be reasonably acceptable to Developer and the City, provided, however, such policies shall not name the City, or insure the City, for an amount of coverage in excess of the City's maximum liability pursuant to the Kansas Tort Claims Act and amendments (and any similar law limiting the liability of the City);

(c) Workers' compensation insurance;

(d) Performance and labor and material payment bonds for the General Contractor as required by City Charter Ordinance No. 203;

(e) Automobile insurance (if applicable) with per occurrence limits of not less than $500,000; and

(f) All other insurance as required by law.

5.2 Policy Requirements. The following general requirements shall apply to all insurance coverage carried by Developer and General Contractor pursuant to Section 5.1:

(a) To the extent available, each policy shall contain a clause whereby the insurer waives all rights of subrogation against General Contractor, Developer, and City, as the case may be;

(b) Subject to the limitations on general liability insurance in Section 5.1(b), the City shall be named as its interests appear in all policies obtained by Developer and General Contractor;

(c) Such policies shall be with reputable insurance companies reasonably acceptable to Developer, City, and General Contractor and licensed to do business in Kansas;

(d) Developer shall provide the City Representative with policies or certificates of insurance evidencing such coverage prior to the start of construction;

(e) Within thirty (30) days prior to expiration of coverage, or as soon as practicable, renewal policies or certificates of insurance evidencing renewal and payment of premium shall be provided by Developer to the City Representative; and

(f) The policies must be noncancelable unless the carrier provides to the City Representative thirty (30) days' prior written notice of cancellation.

5.3 Indemnification. Developer agrees to indemnify, hold harmless, and defend City and members of the City Council, officers, agents, and employees (collectively referred to as the **"City Indemnified Parties"**) from and against all loss, damage, liability, cost or expense including, but not limited to, attorneys' fees and court costs incurred or suffered by or claimed against any of the City Indemnified Parties by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of Developer, its officers, directors, agents, or employees, or the accuracy or incompleteness of information furnished by these persons to the City.

The City's liability for any claims asserted by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence of willful misconduct of the City, its officers, directors, agents, or employees, shall be governed by the Kansas Tort Claims Act and other applicable laws of the State of Kansas.

Section 6
Term and Survival

The term of this Agreement shall commence upon the date of this Agreement and, unless terminated sooner as provided in this Agreement, shall end on the date that all of the following have occurred: the City Improvement Expenditure and City Parking Garage Expenditure have been contributed to Developer or otherwise paid; the Project is Completed; and the Project is open to the public. However, the following provisions of this Agreement shall survive beyond the end of the term: all representations and warranties; all agreements of indemnification; all obligations of conveyance of title; parking allocations under Section 4.7; tax increment shortfall guaranty in Section 8; limitations on assignment under Section 9.16; and limitations concerning the Cash Basis and Budget Laws.

Section 7
Representations, Warranties, and Guaranties

7.1 City. The City warrants and represents to Developer as follows:

(a) It is a municipality and political subdivision of the State of Kansas, duly incorporated and validly existing under the laws of the State of Kansas.

(b) To the best of its knowledge, it has full power and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the limitations expressed herein or otherwise imposed by law.

(c) Neither the execution and delivery of this Agreement and the other documents contemplated herein nor the making of the City Improvement Expenditure or City Parking Garage Expenditure will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

7.2 Developer. The Developer warrants and represents to City as follows:

(a) It is a limited liability company duly organized, validly existing, and in good standing under the laws of Kansas.

(b) It has the requisite power through Michael Elzufon to execute the documents under this Agreement and to consummate the transactions contemplated thereby.

(c) Neither the execution and delivery of the documents on its part, nor the making of the Developer Improvement Contribution, nor the construction of the Project will conflict with or result in a breach of any of the terms, covenants and provisions of any judgment, order, injunction, decree or ruling of any court or governmental agency, body or authority to which it is subject or of any material provision of any agreement, contract, indenture or instrument to which it is a party or by which it is bound, or constitutes a material breach thereunder.

(d) It is duly authorized and registered to carry on business in Kansas pursuant to the laws of Kansas.

(e) Before commencement of construction, Developer will have examined the Project Land, the Exchange Place Building and the Bitting Building and made all other investigations it deems necessary to perform its duties under this Agreement and satisfy itself that there exists no condition on or about the Project Land or said buildings that would materially hinder or prohibit development of the Project as described in the Development Plan. The warranty under this subparagraph (e) does not restrict Developer’s right to cancel this Agreement as provided in Section 9.20.

(f) All contracts with Contractors shall warrant that the work performed or material supplied by that Contractor to the Project will be free from any defects in materials and workmanship for a period of at least one (1) year from the date of Completion, and that such warranty does not restrict or otherwise limit that Contractor's obligation to construct the Project in a workmanlike manner and in accordance with the Development Plan as it pertains to that Contractor's work.

(g) It shall use reasonable care to insure that all Specialists and Consultants selected in connection with the design and construction of the Project shall be highly qualified to do the work they are engaged to perform and Developer shall make reasonable inquiries as to such persons' background, experience and reputation to assure they are well qualified to undertake such work.

Section 8
Tax Increment Shortfall Guaranty

Developer agrees to pay the City any annual Tax Increment Shortfall amount for the Exchange Place Project Taxable Properties as provided in this Section 8, but shall not be responsible for such shortfall if there is no Tax Increment Shortfall for the Center City South Redevelopment District, nor for any amount of a Tax Increment Shortfall for the Exchange Place Project Taxable Properties in excess of the amount necessary to eliminate the Tax Increment Shortfall for the Center City South Redevelopment District. Annual Tax Increment Shortfall payments may be paid to the City in two installments, with the first installment equal to one-half the annual Tax Increment Shortfall amount payable within 90 days of receiving written notice and documentation that there is a Tax Increment Shortfall. The balance of the annual Tax Increment Shortfall amount shall be paid within 180 days of receipt of notice.

Developer further agrees to make a good faith effort to meet with the Sedgwick County Appraiser prior to May 1st each year to provide the Appraiser with such detailed financial and operating information on all buildings and condominiums comprising the Exchange Place Project Taxable Properties, as needed to assist the Appraiser in determining the fair market value of said buildings and condominiums.

Section 9
General Provisions

9.1 Governing Law. This Agreement and the legal relations between the Parties shall be governed by, construed and interpreted under the laws of the State of Kansas, and exclusive venue for all disputes and litigation shall be in Wichita, Kansas only.

9.2 No Waiver. No failure of a Party to exercise any power given under this Agreement or to insist upon strict compliance of another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

9.3 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

9.4 Written Amendments. Any amendment to this Agreement shall not be binding on any of the Parties unless the amendment is in writing, is duly authorized, and is duly executed by the Parties to this Agreement.

9.5 Time of Essence. Time is of the essence of this Agreement.

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

9.7 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.8 Notices. All notices required to be given under this Agreement shall be delivered in writing and delivered either by (a) hand delivery, and considered delivered upon receipt, (b) telefacsimile, and considered delivered upon completion of transmittal, (c) certified mail, and considered delivered upon signed receipt or refusal to accept notice, or (d) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery. For notice purposes, the Parties agree to keep each other informed at all times of their current addresses. For purposes of notices or other written communications, the addresses of the Parties shall be as follows:

(a) If to the City:

City Manager
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4519
and

City Clerk
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
and
City Attorney
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202
Fax # (316) 268-4335

(b) If to Developer:

Michael Elzufon, Manager
Exchange Place, LLC
2735 Cheshire Lane
Plymouth, MN 55447
Fax # (763) 235-3130
and
Adams Jones Law Firm, P.A.
Attn: Mert Buckley
1635 N. Waterfront Parkway #200
Wichita, KS 67206
Fax # (316) 265-9719

9.9 Nondiscrimination and Equal Economic Opportunity. The Parties covenant and agree that in the performance of their duties and obligations under this Agreement and any other document, instrument, or agreement in connection with the transactions contemplated by this Agreement, neither of the Parties, nor their respective agents, employees, officers, directors, consultants, contractors or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veterans status. The Parties agree to adhere to the City's standard contracting requirements as they relate to Nondiscrimination and Equal Employment Opportunity as set forth in Exhibit G.

9.10 Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

9.11 Licenses and Permits. It shall be the ultimate responsibility of Developer to secure all local licenses and permits required to be obtained by Developer or City with respect to construction, completion and occupancy of the Project, including any necessary building, occupancy, sewer and utility permits. The City shall cooperate with Developer and all Contractors to the extent permitted by law in connection with the issuance of these licenses and permits.

9.12 Documents. All as-built drawings, plans, specifications, and other documents prepared for the Project pursuant to this Agreement shall become or remain the property of Developer whether or not the Project is Completed.

9.13 Approvals. Whenever the approval or consent of a Party is required in this Agreement, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

9.14 "Including." Whenever general words or terms are followed by the word "including" (or other forms of the word "include") and words of particular and specific meaning, the words "including without limitation," and the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.

9.15 Binding Effect. Subject to the limitations of Section 9.16, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9.16 Assignment. Except as provided herein, no Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Parties, and any such assignment without such consent shall be void. The City may assign all or part of its interest to a city-established entity without approval of the other Parties so long as such assignee has the legal authority to fulfill the City's obligations under this Agreement and, to the extent that it does not have such authority, the assignment shall continue in effect but the City will remain obligated for such nonassignable or unauthorized obligations. Members of the Developer may pledge their membership interests in the Developer entity to the lender holding the primary Loan on the Project if so required by such lender. Developer may transfer membership interests to other parties without the consent of the City; provided however, no such transfer may occur unless Michael Elzufon remains the manager of the Developer and unless Michael Elzufon and David Lundberg retain at least a 25% ownership interest in the Developer, either individually or collectively and either personally or through ownership in an entity that is a member of the Developer.

9.17 Brokerage Commissions. Except as noted below, both parties represent to the other that they have not discussed this Agreement or the subject matter thereof with any real estate broker, agent or salesperson so as to create any legal right in any such broker, agent or salesperson to claim a real estate commission or similar fee with respect to the transactions contemplated by this Agreement. Both Parties hereby indemnify the other Party against and agree to hold the other harmless from any and all claims, suits, or judgments (including, without limitation, court costs and attorneys' fees incurred in connection with any such claims, suits or judgments) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the transactions contemplated by this Agreement.

9.18 Cash Basis and Budget Laws. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.S.A. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

9.19 Other Agreements. The Parties also covenant to negotiate and execute such additional documents as may be reasonably necessary to provide for the coordinated construction and operation of the Project.

9.20 Cancellation. In addition to other cancellation provisions under this Agreement, this Agreement may be cancelled by Developer before reimbursement of costs for acquisition of the Project Land if:

< the improvements to the Project contemplated by this Agreement cannot be made within the Development Budget; or

< Developer is unable to obtain financing and equity sufficient to make the Developer Improvement Contribution.

If Developer cancels this Agreement under the terms of this Section 9.20, then the Parties will pay their own expenses incurred to date, without seeking compensation from each other, and they shall have no further obligations toward each other.

9.21 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

9.22 Force Majeure. If an act of Force Majeure so damages the Project that it cannot be Completed within the Development Budget, then either Party may terminate this Agreement by giving written notice to the other. In that event, the Parties will pay their own respective costs and expenses incurred and thereafter have no further obligation to Complete construction and development of the Project.

CITY:
City of Wichita

By: _____
Carl Brewer, Mayor

DEVELOPER:
Exchange Place, LLC

By: _____
Michael Elzufon, Manager

Attest:_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary Rebenstorf, City Attorney

EXHIBIT A

Site Plans

EXHIBIT B

Development Budget:

Hud 92013 form

EXHIBIT C

Development Schedule

EXHIBIT D

Development Concept
March 24, 2010

The Project consists of two major components: (1) creation of 230 residential units and retail space in the downtown core by renovation of the Exchange Place Building and the Bitting Building and construction of a new Douglas Building and (2) construction of a new 298 stall Parking Garage.

Residential Units and Retail. The Exchange Place Building and the Bitting Buildings are located on the Northeast and Northwest corners of East Douglas and Market. The new Douglas Building will be located east of the Exchange Place Building. They will be converted and constructed into a residential and commercial complex which the Developer will convert and sell as condominiums. Any such sale might include a sale of the Parking Facilities to the condominium owners. Overall, the Project will provide:

- 230 residential apartments; and
- Approximately 16,000 square feet of street level retail space.

The collective apartments for all three buildings will be called Exchange Place apartments. Retail space will be located on the ground floor and serve occupants of the buildings as well as enhancing the availability of services for other workers and residents in the Downtown core area. Construction will begin after closing of the construction loan, and is anticipated to begin in the 3rd quarter of 2010 and be completed in eighteen months with an estimated cost of improvements of not less than $34,000,000.

Parking Facilities. Developer will construct a multilevel Parking Garage on the 200 block of East Douglas, west of the Kress Building and north / behind the new Douglas Building to contain 298 parking spaces. Additional parking spaces (14) will be located behind (north of) the Exchange Place Building. These two facilities are collectively described as the Parking Facilities and will contain approximately 312 parking spaces And, because of the automated system in the Parking Garage, can provide parking for approximately 582 residential and retail/office users (see parking study data for details). A minimum of 103 of these spaces will be available for daily and monthly public use. Construction is anticipated to begin in the 3rd quarter of 2010 and be complete in the 2nd quarter of 2011 at an estimated cost of approximately $8,234,730 which the City will fund up to the amount available under the City Contribution.

Compatible Facing. The Douglas Avenue sides of The Exchange Place Building/ and the Douglas Building will be designed to have compatible facing. The Project's exterior facades have already been reviewed and approved by the City's Historic Preservation Board. Plans will also be submitted for review by the Design Council.

EXHIBIT E

Projected Debt Service Schedule
City of Wichita, Kansas – Tax Increment Financing Bonds

City of Wichita, Kansas
Center City South Redevelopment District
Exchange Place Project

Annual Period Ending (1)	Principal (2)	G.O. Taxable Rate (3)	Interest (4)	P&I (5)	Projected Revenue Available (7)	Annual Balance (8)	Cumulative Balance (9)
9/1/2011					50,776	50,776	50,776
9/1/2012	-	5.50%	-	-	80,584	80,584	131,360
9/1/2013	-	5.50%	-	-	222,999	222,999	354,359
9/1/2014	150,000	5.50%	307,556	457,556	462,432	4,876	359,235
9/1/2015	100,000	5.50%	604,934	704,934	832,149	127,215	486,450
9/1/2016	430,000	5.50%	586,621	1,016,621	1,199,238	182,617	669,067
9/1/2017	615,000	5.50%	557,245	1,172,245	1,386,339	214,094	883,161
9/1/2018	665,000	5.50%	521,418	1,186,418	1,402,505	216,087	1,099,248
9/1/2019	720,000	5.50%	483,180	1,203,180	1,418,829	215,649	1,314,897
9/1/2020	775,000	5.50%	442,370	1,217,370	1,435,313	217,943	1,532,840
9/1/2021	830,000	5.50%	398,815	1,228,815	1,451,958	223,143	1,755,982
9/1/2022	890,000	5.50%	352,331	1,242,331	1,468,766	226,435	1,982,418
9/1/2023	955,000	5.50%	302,723	1,257,723	1,485,740	228,017	2,210,434
9/1/2024	1,025,000	5.50%	249,782	1,274,782	1,502,879	228,097	2,438,531
9/1/2025	1,095,000	5.50%	193,285	1,288,285	1,520,187	231,902	2,670,433
9/1/2026	1,170,000	5.50%	132,994	1,302,994	1,537,664	234,670	2,905,103
9/1/2027	1,250,000	5.50%	68,656	1,318,656	1,555,312	236,656	3,141,759
	10,670,000		5,201,910	15,871,910	19,013,669	3,141,759	

Total Project Cost	$ 9,740,000
- Note Interest & Finance Costs	$ 770,000
- City Project Management Costs (1.5%)	$ 146,100
TIF Bond Amount (Rounded up to nearest $5,000)	$ 10,660,000

EXHIBIT F

Legal Descriptions – Project Land
(General legal descriptions to be finalized prior to conveyance)

Exchange Place Building

Lot 110 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 112 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 114 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North. **[Developer's seller in process of acquiring remaining fractional ownership interest or 25/48th of Lot 114.]**

Lots 14 and 16, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the West 70 1/10 feet of the North Half of the East and West alley adjoining said Lot 14 on the South.

Lot 18 and the South 0.20 feet of Lot 20, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas.

Bitting Building

East 20½ Feet of Lot 106 and all of Lot 108 on Douglas Avenue, in Greiffenstein's Original Town, Wichita, Sedgwick County, Kansas.

Michigan Building

Lot 116 and the West one Foot of Lot 118, on Douglas Avenue in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas.

Parking Garage Douglas Building-200 block of East Douglas, West of the Kress Building

Lot 118, except the West one Foot and all of Lot 120 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, AND a tract described as follows: Beginning 175 feet East from the Monument on Market Street on the North side of Douglas Avenue, said point being on the West side of alley; thence West 3 feet 1½ inches; thence North 130 Feet to the alley; thence East 3 Feet 1½ inches to alley; thence South 130 Feet to the place of beginning.

Lots 122, 124, and 126 on Douglas Avenue in Greiffenstein's Original Town, Wichita, Sedgwick County, Kansas.

EXHIBIT G

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.

EXHIBIT H

Legal Descriptions and Common Building Names
for Properties in Exchange Place Project Taxable Properties

Exchange Place Building

Lot 110 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 112 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North.

Lot 114 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the South Half of the East and West alley adjoining said Lot on the North. **[Developer's seller in process of acquiring remaining fractional ownership interest or 25/48th of Lot 114.]**

Lots 14 and 16, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, together with the vacated airspace above a height of 13.5 feet over the West 70 1/10 feet of the North Half of the East and West alley adjoining said Lot 14 on the South.

Lot 18 and the South 0.20 feet of Lot 20, on Market Street, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas.

Michigan Building

Lot 116 & West 1 Ft Lot 118 on Douglas Avenue in Greiffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

Kress Energy Center

Lots 128, 130, 132 on Douglas Avenue in Greiffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

Bitting Building

East 20 1/2 Ft of Lot 106, all of Lot 108 on Douglas Avenue in Greiffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

Broadway Plaza Building

Common areas & facilities of Broadway Plaza condominium being odd Lots 133-135 on Douglas Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 1, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 2, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 3, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 4, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 5, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 6, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 7, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 8, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 9, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 10, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 11, Broadway Plaza Condominium & 1/11th und. int. in common areas & facilities situated on Lots 133 & 135 Douglas Ave, in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Sutton Place Building

Common areas & facilities of Sutton Place condominium situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 1, Sutton Place Condominium & 8.34% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 2, Sutton Place Condominium & 8.34% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 3, Sutton Place Condominium & 8.34% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 4, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 5, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 6, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas

Unit 7, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 8, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 9, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 10, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 11, Sutton Place Condominium & 8.33% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit 12, Sutton Place Condominium & 8.34% und. int. in common area & facilities appurtenant thereto being situated on Lots 14, 16 and 18 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Petroleum Building

Common areas & facilities of Petroleum Building condominium situated on Lots 28, 30, 32, 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #1, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #2, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #3, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #4, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #5A, Petroleum Building Condominium & 20.86% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #5B, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #6, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #7, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Unit #8, Petroleum Building Condominium & 9.89% und. interest in common areas & facilities situated on even Lots 28 thru 34 on Broadway Avenue in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Kaufman Building

Lots 20, 22, 24 on Market Street in Greiffenstein's Addition, Wichita, Sedgwick County, Kansas.

Workforce Alliance Building

Lots 32, 34, 36, 38, 40, 42, 44, 46 & 48 on Main Street in Greiffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

SC Telcom Building

Lots 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 & 35 on Market Street in Greiffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

Parking Garage-200 block of East Douglas, West of the Kress Building

Lot 118, except the West one Foot and all of Lot 120 on Douglas Avenue, in Greiffenstein's Original Town, now City of Wichita, Sedgwick County, Kansas, AND a tract described as follows: Beginning 175 feet East from the Monument on Market Street on the North side of Douglas Avenue, said point being on the West side of alley; thence West 3 feet 1½ inches; thence North 130 Feet to the alley; thence East 3 Feet 1½ inches to alley; thence South 130 Feet to the place of beginning.

Lots 122, 124, and 126 on Douglas Avenue in Greiffenstein's Original Town, Wichita, Sedgwick County, Kansas.

EXHIBIT I

Certification of Expenditure Form

Request No. _____ Date: _____

Pursuant to Development Agreement between the City of Wichita, Kansas and the undersigned (the "Developer"), the Developer requests payment or reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Redevelopment Agreement.

3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on **Attachment I** hereto.

4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Redevelopment Agreement.

5. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other Disbursement Request previously filed with the City.

6. Unless otherwise noted to City, there has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, form or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefore.

8. Lien waivers for costs for which payment is hereby requested which have been received and are attached as **Attachment II** hereto.

Developer

By: _____
Title: _____

Approved this ___ day of _____, 20_____.

CITY OF WICHITA

By: _____
City Representative

ATTACHMENT I
to
Certification of Expenditure Form

Name of Payee	Amount	General Classification and Description of Costs

ATTACHMENT II
to
Certification of Expenditure Form
[Lien Waivers Received]

Name of Payee	Amount to be Paid	Waiver of Lien upon payment through:

ATTACHMENT A

SECOND AMENDMENT
CENTER CITY SOUTH REDEVELOPMENT DISTRICT
FOR EXCHANGE PLACE PROJECT PLAN
April 13, 2010

THIS Second Amendment to the Center City South Redevelopment District Project Plan is dated April 13, 2010 with respect to the following facts and objectives:

A. The City of Wichita, Kansas adopted a Project Plan (the "Project Plan") with respect to redevelopment by Lofts at Exchange Place, LLC and Douglas Avenue Parking Garage, LLC (the "Developer") of certain real property located adjacent to the intersection of Douglas Avenue and Market Street in Wichita, Kansas (the "Project Area").

B. The Project Plan specifies that the total expenditures eligible for Tax Increment Financing pursuant to State Statute is Six Million Five Hundred Eighty Thousand Dollars ($6,580,000.00) (the "Eligible Project Costs").

C. The City amended the Project Plan December 16, 2008 to increase the TIF eligible project costs from Six Million Five Hundred Eighty Thousand Dollars ($6,580,000) to Ten Million One Hundred Eighty Thousand Dollars ($10,180,000), acquire additional land, and change the project description from the construction of 91 residential condominiums to 201 residential apartments.

D. The Developer has determined a need for additional parking to accommodate apartment residents and public parking demands. Due to limited space to construct a parking garage, the developer has contracted with a manufacturer of an automatic parking system. The system increases the parking from 229 to 298 (shared parking) spaces, due to efficiencies gained from removing self parking. Costs to construct a parking garage suitable for such system, and the costs of the system itself have made the project no longer feasible with the current approved TIF Eligible Costs.

E. The Developer desires as second amendment to the Project Plan to increase the number of residential apartments from 201 to 230 units, to increase the amount of Eligible Project Costs to include the additional cost to construct the public parking garage, to include the purchase and installation of an automatic parking system and to make other conforming changes to the Project Plan.

NOW, THEREFORE, the Project Plan is hereby amended as follows:

Section 1. The amount of Eligible Project Costs is hereby increased from Ten Million One Hundred Eighty Thousand Dollars ($10,180,000.00) to Ten Million Six Hundred Seventy Thousand Dollars ($10,670,000.00). The list of Eligible Project Costs (exclusive of financing costs) is attached hereto as Exhibit B.

Section 2. The Project Description is hereby changed from the construction of 201 apartments to the construction of a total of 230 apartments between the Exchange Place and Bitting Buildings and the parking structure will change from at least 229 spaces to at least 298 shared spaces with the implementation of an automated parking system. A revised Project Description is attached hereto as Exhibit C.

Section 3. The Comprehensive Financial Feasibility Study for the Exchange Place Project is hereby amended by replacing Exhibits II, III and IV with those attached hereto as Exhibits II, III, and IV Second Amendment.

Section 4. All other terms and provisions of the Project Plan shall remain unchanged and in full force and effect.

CITY OF WICHITA, KANSAS

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

PUBLISHED IN THE WICHITA EAGLE ON APRIL 28, 2010

ORDINANCE NO. 48-728

AN ORDINANCE ADOPTING A SECOND AMENDMENT TO THE PROJECT PLAN FOR THE EXCHANGE PLACE PROJECT IN THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT

WHEREAS, by Ordinance No. 47-475 adopted May 8, 2007, the City of Wichita established a redevelopment district pursuant to K.S.A. 12-1770 et. seq., as amended, known as the Center City South Redevelopment District; and

WHEREAS, by Ordinance No. 47-526 adopted July 24, 2007, the City of Wichita has adopted a Project Plan for the Center City South Redevelopment District, and has transmitted documentation for said adoption in accordance with K.S.A. 12-1776; and

WHEREAS, the Project Plan specifies that the aggregate amount of total project costs eligible for Tax Increment Financing pursuant to State Statute is Six Million, Five Hundred Eighty Thousand Dollars ($6,580,000.00) (the "Eligible Project Costs"); and

WHEREAS, by Ordinance 48-150 adopted January 6, 2009, City of Wichita has adopted a First Amendment to the Project Plan for the Center City South Redevelopment District, and has transmitted documentation for said adoption in accordance with K.S.A. 12-1776; and

WHEREAS, the Amended Project Plan increases the aggregate amount of total project costs eligible for Tax Increment Financing pursuant to State Statute to Ten Million, One Hundred Eighty Thousand Dollars ($10,180,000.00) (the "Eligible Project Costs"); and

WHEREAS, the Developer has experienced an increase in construction costs related to the public parking garage including installation of an automated parking system; and

WHEREAS, the City and Developer desire to amend the Project Plan to increase the amount of Eligible Project Costs to Ten Million, Six Hundred Seventy Thousand Dollars ($10,670,000) to include the increased construction costs related to construction of the public parking garage and to make other conforming changes to the Project Plan; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, by Resolution number R-10-073 adopted March 23, 2010, set a public hearing to consider the adoption of the second amendment to the Exchange Place Project Plan on the 13th day of April,

2010, at 9:00 a.m. or thereafter, in the city Council Chambers, City Hall, 455 N. Main, Wichita, Kansas; and

WHEREAS, the Governing Body is authorized following the public hearing to adopt the Second Amendment to the Project Plan by Ordinance passed upon a two-thirds vote.

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

1. The Second Amendment to the Exchange Place Project Plan is attached hereto as Attachment A, and is incorporated by reference as though fully set forth herein. Said amendment is hereby adopted as the Second Amendment to the Project Plan for the Exchange Place Project Plan for the Center City South Redevelopment District.

2. This Ordinance shall be in force and effect from and after its passage, approval, and publication once in the official City paper.

ADOPTED AND PASSED BY THE GOVERNING BODY, not less than two-thirds (2/3) of the members elect voting in favor thereof April 27, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

First Published in the WICHITA EAGLE on April 28, 2010

ORDINANCE NO. 48-729

AN ORDINANCE AUTHORIZING THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF A PUBLIC PARKING GARAGE, AND SITE IMPROVEMENTS IN THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT, EXCHANGE PLACE PROJECT AREA.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, to provide for commercial redevelopment of declining areas, avoid economic stagnation and maintain attractive neighborhoods; and

WHEREAS, the proposed Project Plan for the Exchange Place Project (the “Redevelopment Project”), located within the Center City South Redevelopment District, has been found by the Wichita Sedgwick County Metropolitan Area Planning Commission to be consistent with the comprehensive general plan for the development of the community, and is under consideration concurrently herewith; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City acquire land to contribute to the Redevelopment Project, demolish certain existing structures thereon, design and construct a public parking garage and make certain site improvements in the area of the Redevelopment Project; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770, *et seq.*, the Governing Body of the City hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that full faith and credit tax increment bonds of the City, in an amount not to exceed $9,740,000, exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the costs of the land acquisition, demolition, design and construction of a parking garage and site improvements referred to in the preceding clause,

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

SECTION 1. That it is necessary to acquire real property located within the project area of the Center City South Redevelopment District, to demolish certain existing structures located thereon, and to design and construct a public parking garage and site improvements located within the project area of the Center City South Redevelopment District.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, full faith and credit tax increment bonds (the “Bonds”) under the

authority of Article 12, Section 5 of the Kansas Constitution and K.S.A. 12-1770 *et seq.*, to pay all or a portion of the costs of acquiring the property located within the Exchange Place Project Area, demolishing certain existing structures located thereon, and designing and constructing a public parking garage on Douglas Avenue and site improvements located within the project area of the Center City South Redevelopment District. The costs of such acquisition, demolition and improvements, or a portion of such costs, shall be paid by the issuance of full faith and credit tax increment bonds as aforesaid in an amount not to exceed $9,740,000, exclusive of the costs of interest on borrowed money.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the aforesaid costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of $9,740,000, exclusive of the cost of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefor as funds are needed and required for the orderly completion of the aforesaid land acquisition, demolition work and improvements. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123 and K.S.A. 12-1774, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefor by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED BY the Governing Body of the City of Wichita, Kansas,
This 27th day April, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Revisions to Special Assessment Deferral Programs (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the program revisions.

Background: During 2008, the City of Wichita received applications for Agricultural Deferrals on unplatted tracks of land which were assessed for projects covering multiple phases of development. The current authority for agricultural deferrals is inconsistent in City Council Policy No. 2 (Policy No. 2) and Charter Ordinance No. 139 (CO 139). A workshop in early 2009 resulted in staff being directed to work with representatives of the community to revise CO 139 and Policy No. 2.

Analysis: A committee of representatives from the community as well as Engineering and Finance was formed to review the current Charter Ordinance 139 and City Council Policy No. 2. After several meetings, there was a general consensus that with the implementation of Water and Sewer Main Benefit Fee Program, the only area where agricultural deferrals might be appropriate would pertain to Storm Water drainage improvements. The charter ordinance had to be updated to incorporate the storm water drainage section and the Policy No 2 had to be updated to clarify what qualifies as a "deferral" and when the "deferral" program would be utilized.

A new section in the charter ordinance has been added to create a storm water drainage special assessment deferral program for new developments. New federal regulations can now require pond systems for new subdivisions to be built in their entirety at the beginning of development rather than in phases as in the past. The new policy will allow deferral of special assessments of storm drainage projects for up to 50% of the lots within the subdivision for up to 5 years.

The deferral program has been useful in improvement districts that include large undeveloped tracts and for low income property owners. When Policy No. 2 was implemented, it primarily addressed sanitary sewer projects. In application, the program can also be useful for street paving, water and drainage projects.

The City Council Policy No. 2 (Financing of Public Improvements) was updated to include the Water and Sewer Main Benefit Fee programs and the deferral programs available to both citizens and developers. Charter Ordinance 139 was updated to include the proposed qualifications for a storm water drain deferral and an agricultural deferral.

In order to qualify for the storm water drain assessment deferral:

- The land must be platted and must not yet be served by pavement (either public or private)
- The property must not exceed 50% (by area or lot count) of the improvement district
- A letter of credit in the amount of 35% of the estimated project cost shall be submitted and not released until the end of the deferral period
- The deferral period will end when a street paving contract is approved or final plan approval for private street improvements in the deferral area

In order for a tract to qualify for an agricultural deferral it must:

- Be in excess of 2 ½ acres
- Not be platted
- Be primarily used for agricultural purposes
- Have a population of less than one family per acre
- Not be served by the improvement district during the deferral period (with the exception of pavement)*
- The owner or any entity having 5% or greater ownership cannot sign the public improvement petition*
- The deferral period will end when the property is platted

*The City Council reserves the authority to waive the provision that the area not be served and the provision that the owner or entity with 5% or greater ownership not sign the petition

Financial Considerations: The Debt Service Fund will make the required principal and interest payments associated with the deferrals. Upon termination of the deferral, payment of the deferred special assessments will reimburse the Debt Service Fund.

Goal Impact: These program revisions address the Efficient Infrastructure goal by facilitating the construction of public infrastructure in existing and new neighborhoods.

Legal Considerations: The Department of Law has approved City Council Policy No. 2 and the Charter Ordinance amending Charter Ordinance No. 139 as to legal form.

Recommendation/Action: It is recommended that the City Council approve the revisions to City Council Policy No. 2, place the amendment to Charter Ordinance No. 139 on first reading and authorize the necessary signatures.

Attachment: Charter Ordinance and City Council Policy No. 2.

(PUBLISHED IN THE WICHITA EAGLE ON APRIL 30 and MAY 7, 2010

CHARTER ORDINANCE NO. 212

A CHARTER ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 139 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DELAY OF SPECIAL ASSESSMENTS, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1: The provisions of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, are hereby amended to read as follows:

"SECTION 2. **DELAY OF SPECIAL ASSESSMENTS.** The City Council may authorize and provide for a delay in or an abatement of the payment of special assessments for the cost of constructing public improvements subject to the conditions and in the manner provided for herein.

(a) The City Council may authorize and provide for a delay in the payment of a part or all of an assessment for the costs of constructing a parking facility located within a parking district that is being financed under authorization of Charter Ordinance 138 if the property the delay is being sought for, at the time bonds are issued, provides off-street parking on the property that meets off-street parking requirements for the use the property is subject to at that time. Delayed assessments shall be due and payable at the time the use of such property changes to a use that requires more off-street parking spaces than are being provided for on the property. The delay of the payment of assessments may, at the discretion of the City Council, be continued on a partial basis on the portion of the assessment that exceeds the cost of the parking spaces that are needed to meet off-street parking requirements. E.g., if the property was originally assessed for 20 spaces and only 12 spaces are needed, then the delay for payment of assessment can be continued on the portion of the assessment that equals the 8 spaces that will not be used.

(b) The City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing public improvements in unplatted and undeveloped areas of the City. The City Council may provide for a delay in the commencement of payment of some or all special assessments

upon such property for a designated period not to exceed fifteen years or until such property is platted or developed if the same occurs prior to the conclusion of the period designated. In the event such property has not developed 50% of its area at the conclusion of the period designated, an additional extension of ten years before commencement of payments may be granted to such property. All assessments shall be due and payable at the time such property, or any portion thereof, is platted or developed, or at the expiration of the designated period or any extension of such period. The payments for such property, or any portion thereof, shall be spread against such property, or any portion thereof as if the time for payment of the special assessments had not been delayed. When payments become due on a portion of the property, the payments against such property shall be spread in a pro rata manner based on the ratio the area of such property bears to the area of the entire property originally delayed. For the purpose of this act, undeveloped areas shall mean those areas which:

(1) are in excess of 2½ acres;

(2) have not been platted;

(3) are primarily used for agricultural purposes;

(4) have a population density of less than one family per acre;

(5) are not served by such public improvement (with the exception of pavement improvements); and,

(6) neither the owner of such area nor such owner's spouse, nor any entity in which either has greater than 5% ownership interest has petitioned for this improvement;

Provided, however, that the City Council (except in cases involving drainage improvements) may waive the applicability of the elements in (b)(5) and (b)(6) and find areas satisfying the elements of (b)(1) through (b)(4) to be "undeveloped areas" qualifying for deferral when the City Council concludes such is in the public interest.

(c) In addition, in the case of special assessments for drainage improvements on property which has been platted for development the City

Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing storm water drainage improvements on such property, for a designated period of not to exceed five years or such earlier time as of which street improvements are approved for the property, as referenced in (4) below, or the letter or credit referenced in (3), below, is released. Storm water drainage deferral is subject to the following conditions:

(1) The property for which the storm water drainage improvements are deferred must be platted and must not yet be served by street pavement (either public or private).

(2) The property eligible for the storm water drainage deferral must not exceed fifty percent (in either size and/or lot count) of the benefit district.

(3) A letter of credit in the amount of 35% of the storm water drainage project cost must be provided per the requirements of the City of Wichita and, for a benefit district utilizing storm water drainage deferral the release of the letter of credit shall end the deferral period.

(4) If or when street pavement, either publically or privately funded, is approved for any lot within the benefit district for which the storm water sewer assessment is deferred, the development deferral for all lots will expire. Approval of streets will be defined as awarding of the contract for publically constructed streets, or the final plan approval for private street improvements.

(d) The City Council may authorize and provide for a delay in or abatement of the payment of all or any portion of special assessments for the construction of public improvements levied against residential property when, in the opinion of the City Council such payment would work a hardship on the owners of such property. The City Council may provide conditions and requirements for qualification for any such delay or abatement, either by way of ordinance adopted by the City Council or by way of regulations and policies promulgated by the city pursuant to City Council direction."

SECTION 2. The original of Section 2 of Charter Ordinance No. 139 of the City of Wichita,

Kansas, is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY not less than two-thirds of the members elect voting in favor thereof, this 27th day of April, 2010.

_____
CARL BREWER, Mayor

ATTEST: (Seal)

_____
KAREN SUBLETT,
City Clerk

Approved as to Form:

_____
GARY E. REBENSTORF,
Director of Law

SUBJECT: Financing of Public Improvements

Distribution of costs for financing of public improvements in the City of Wichita shall be in accordance with the policies outlined herein:

Streets

The cost of original construction of local and collector streets shall be assessed 100% to the property within the improvement district. The improvement district is defined as including those properties on either side of the proposed street improvement half the distance to the next paralleling street as provided by statute.

For projects initiated under provisions of K.S.A. 12-6a01, et seq. (Chesney Law), the City may pay such costs as the governing body may determine, but not more than 95% thereof.

The cost of maintenance and repair of streets will be paid by the City-at-large, except for repair of damage that can be attributed to an act of a specific person or persons.

The cost of reconstruction or replacement of residential streets shall be paid 100% by special assessment. In the event the street reconstruction or replacement is made prior to the expiration of the anticipated useful life of the street as a result of increased traffic or other factors, the City Engineer may recommend to the City Council that a portion of the cost of reconstruction or replacement be paid by the City-at-large.

After March 3, 1992, the costs of constructing or reconstructing arterial streets shall be paid by the City-at-large and no special assessments shall be levied for such arterial projects, except as provided below.

Construction or reconstruction of acceleration-deceleration lanes, left turn lanes or specialized signalization on arterial streets necessitated by a specific development or as a condition of platting shall be paid by special assessments.

The paving of an unpaved arterial or mile-line road, or the reconstruction of an unimproved arterial or mile-line road necessitated to provide paved access to a new development shall be the developer's responsibility. In addition, the developer shall also be responsible for paving temporary accel-decel lanes required to serve the development. There are two methods of funding such improvements: (1) a cash contribution for the cost of temporary pavement designed to a seven-year standard, or (2) special assessments to pave the roadway to a 15-year design standard. The City reserves the option to combine the cash or special assessments with other funds to build the roadway to a higher standard or to enlarge the limits of the project. This policy will apply to all existing undeveloped plats and future plats.

Sidewalks

The costs of construction, reconstruction or replacement and repair of sidewalks shall be paid by the benefited property except:

1) When newly constructed along arterial streets, and the governing body elects to pay the cost and with City-at-large funds.

2) When repair or reconstruction is a result of damage that can be attributed to an act or acts of a specific person or person and for repairs required as a result of utility operations.

3) When it is necessary in connection with a reconstruction project to remove and replace a sidewalk determined by the City Engineer to be in good condition.

Sanitary Sewers

The costs of construction of sanitary sewers shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

1) Lateral Sewer: Costs to be assessed 100% against land in the improvement district.

2) Main (Submain) Sewer: Subject to the provisions of Sewer Main Benefit Fee Policy dated November 1, 2005. This policy allows sewer main (submain) projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

3) Interceptor Sewer: Costs to be paid 100% by Wichita Water Utilities.

The costs of maintenance and repair will be paid by the Wichita Water Utilities except for repair of damage that can be attributed to an act or acts of a specific person or persons.
Maximum use will be made of federal financial assistance for sewer construction where appropriate.
Connection charges as set forth in the Wichita Water Utilities *Department Operations Policies and Procedures (DOPP #48),* dated November 25, 2008.

Water System Improvements
The costs of construction of water system improvements shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

1) Subdivision Interior Water Lines: Costs to be assessed 100% against land in the improvement district.

2) Water Mains: Subject to the provisions of Water Main Benefit Fee Policy dated October 21, 2008. This policy allows water main projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

The costs of maintenance and repair will be paid by the Wichita Water Utilities except for repair of damage that can be attributed to an act or acts of a specific person or persons.
Connection charges as set forth in the Wichita Water Utilities *Department Operations Policies and Procedures (DOPP #48),* dated November 25, 2008.

Storm Drainage
The costs of storm water sewer construction shall be paid in accordance with the following:

1) All improvements to the Arkansas River and creeks, canals and sloughs shall be funded 100% City-at-large, or through budgeted maintenance funds, Storm Water Utility funds, general obligation bonds and such federal funds as may become available.

2) Drainage improvements in developed areas shall be funded 100% City-at-large or by Storm Water Utility funds.

3) Drainage improvements in new areas of the City shall be funded 100% by the developer or landowner, or they may be assessed to an improvement district as approved by the City Council.

4) Pumping stations required as a result of City drainage improvements shall be funded 100% City-at-large or by Storm Water Utility funds.

Spreading of Special Assessments
Special assessments for public improvements shall be distributed in accordance with the statute under which the project was initiated. When appraisers are required in connection with determining property values within the benefit district, qualified appraisers shall be retained in accordance with Administrative Regulation 1.6. Appraisers will be instructed as to their duties by the City Clerk.

Citizen Participation
Appropriate systems will be utilized to permit maximum citizen participation in the preparation of the City Capital Improvement Program as it relates to public improvements. Notification procedures as provided in Administrative Regulation 6.6 will be used to advise affected citizens of impending City Council action to initiate a public improvement, except in those instances where the improvement has been requested by owners of 100% of the benefited property.

Deferrals
1) **Hardship Deferral:** Hardship Deferrals may be granted to qualifying low income property owners. Qualification for hardship deferrals shall be reevaluated annually.

2) **Agricultural Deferral:** Agricultural Deferrals may be granted to protect individual property owners from financial hardship when inadvertently impacted by surrounding development. Special assessments against unplatted and undeveloped land may be deferred in accordance with Charter Ordinance XXX.

3) **Storm Water Drain Deferral:** Storm Water Drain Improvements in platted areas may be eligible for deferral for a maximum of 5 years as outlined in Charter Ordinance XXX.

(PUBLISHED IN THE WICHITA EAGLE ON _____)

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE AMENDING SECTION 2 OF CHARTER ORDINANCE NO. 139 OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DELAY OF SPECIAL ASSESSMENTS, AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1: The provisions of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, are hereby amended to read as follows:

"SECTION 2. **DELAY OF SPECIAL ASSESSMENTS.** The City Council may authorize and provide for a delay in or an abatement of the payment of special assessments for the cost of constructing public improvements subject to the conditions and in the manner provided for herein.

(a) The City Council may authorize and provide for a delay in the payment of a part or all of an assessment for the costs of constructing a parking facility located within a parking district that is being financed under authorization of Charter Ordinance 138 if the property the delay is being sought for, at the time bonds are issued, provides off-street parking on the property that meets off-street parking requirements for the use the property is subject to at that time. Delayed assessments shall be due and payable at the time the use of such property changes to a use that requires more off-street parking spaces than are being provided for on the property. The delay of the payment of assessments may, at the discretion of the City

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Council, be continued on a partial basis on the portion of the assessment that exceeds the cost of the parking spaces that are needed to meet off-street parking requirements. E.g., if the property was originally assessed for ~~twenty~~ (20) spaces and only ~~twelve~~ (12) spaces are needed, then the delay for payment of assessment can be continued on the portion of the assessment that equals the ~~eight~~ (8) spaces that will not be used.

(b) The City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing public improvements in unplatted and undeveloped areas of the City. The City Council may provide for a delay in the commencement of payment of some or all special assessments upon such property for a designated period not to exceed fifteen years or until such property is platted or developed if the same occurs prior to the conclusion of the period designated. In the event such property has not developed 50% of its area at the conclusion of the period designated, an additional extension of ten ~~(10)~~ years before commencement of payments may be granted to such property. All assessments shall be due and payable at the time such property, or any portion thereof, is platted or developed, or at the expiration of the designated period or any extension of such period. The payments for such property, or any portion thereof, shall be spread against such property, or any portion thereof as if the time for payment of the special assessments had not been delayed. When payments become due on a portion of the property, the payments against such property shall be spread in a pro rata manner based on the ratio the area of such property bears to the area of the entire property originally delayed. For the purpose of this act, undeveloped areas shall mean those areas which:

(1) are in excess of 2½ acres;

(2) have not been platted;

(3) are primarily used for agricultural purposes;

(4) have a population density of less than one family per acre; ~~and,~~

(5) are not served by such public improvement (with the exception of pavement improvements); and,

(6) neither the owner of such area nor such owner's spouse, nor any entity in which either has greater than 5% ownership interest has petitioned for this improvement;

Provided, however, that the City Council (except in cases involving drainage improvements) may waive the applicability of the elements in (b)(5) and (b)(6) and find areas satisfying the elements of (b)(1) through (b)(4) to be "undeveloped areas" qualifying for deferral when the City Council concludes such is in the public interest.

(c) In addition, in the case of special assessments for drainage improvements on property which has been platted for development the City Council may authorize and provide for a delay in the payment of special assessments for the cost of constructing storm water drainage improvements on such property, for a designated period of not to exceed five years or such earlier time as of which street improvements are approved for the property, as referenced in (4) below, or the letter or credit referenced in (3), below, is released. Storm water drainage deferral is subject to the following conditions:

(1) The property for which the storm water drainage improvements are deferred must be platted and must not yet be served by street pavement (either public or private).

(2) The property eligible for the storm water drainage deferral must not exceed fifty percent (in either size and/or lot count) of the benefit.

(3) A letter of credit in the amount of 35% of the storm water drainage project cost must be provided per the requirements of the City of Wichita and, for a benefit district utilizing storm water drainage deferral the release of the letter of credit shall end the deferral period.

(4) If or when street pavement, either publically or privately funded, is approved for any lot within the benefit district for which the storm water sewer assessment is deferred, the development deferral for all lots will expire. Approval of streets will be defined as awarding of the contract for publically constructed streets, or the final plan approval for private street improvements.

~~(c)~~ (d) The City Council may authorize and provide for a delay in or abatement of the payment of all or any portion of special assessments for the construction of public improvements levied against residential property when, in the opinion of the City Council such payment would work a hardship on the owners of such property. The City Council may provide conditions and requirements for qualification for any such delay or abatement, either by way of ordinance adopted by the City Council or by way of regulations and policies promulgated by the city pursuant to City Council direction."

SECTION 2. The original of Section 2 of Charter Ordinance No. 139 of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be published once each week for two consecutive weeks.

SECTION 4. This is a charter ordinance and shall take effect sixty-one days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED BY THE GOVERNING BODY not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____, 2010.

_____
CARL BREWER, Mayor

ATTEST: (Seal)

_____
KAREN SUBLETT,
City Clerk

Approved as to Form:

_____
GARY E. REBENSTORF,
Director of Law

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SUBJECT: Financing of Public Improvements

Distribution of costs for financing of public improvements in the City of Wichita shall be in accordance with the policies outlined herein:

Streets

The cost of original construction of local and collector streets shall be assessed 100% to the property within the improvement district. The improvement district is defined as including those properties on either side of the proposed street improvement half the distance to the next paralleling street as provided by statute.

For projects initiated under provisions of K.S.A. 12-6a01, et seq. (Chesney Law), the City may pay such costs as the governing body may determine, but not more than 95% thereof.

The cost of maintenance and repair of streets will be paid by the City-at-large, except for repair of damage that can be attributed to an act of a specific person or persons.

The cost of reconstruction or replacement of residential streets shall be paid 100% by special assessment. In the event the street reconstruction or replacement is made prior to the expiration of the anticipated useful life of the street as a result of increased traffic or other factors, the City Engineer may recommend to the City Council that a portion of the cost of reconstruction or replacement be paid by the City-at-large.

After March 3, 1992, the costs of constructing or reconstructing arterial streets shall be paid by the City-at-large and no special assessments shall be levied for such arterial projects, except as provided below.

Construction or reconstruction of acceleration-deceleration lanes, left turn lanes or specialized signalization on arterial streets necessitated by a specific development or as a condition of platting shall be paid by special assessments.

The paving of an unpaved arterial or mile-line road, or the reconstruction of an unimproved arterial or mile-line road necessitated to provide paved access to a new development shall be the developer's responsibility. In addition, the developer shall also be responsible for paving temporary accel-decel lanes required to serve the development. There are two methods of funding such improvements: (1) a cash contribution for the cost of temporary pavement designed to a seven-year standard, or (2) special assessments to pave the roadway to a 15-year design standard. The City reserves the option to combine the cash or special assessments with other funds to build the roadway to a higher standard or to enlarge the limits of the project. This policy will apply to all existing undeveloped plats and future plats.

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Sidewalks

The costs of construction, reconstruction or replacement and repair of sidewalks shall be paid by the benefited property except:

1) When newly constructed along arterial streets, and the governing body elects to pay the cost and with City-at-large funds.

2) When repair or reconstruction is a result of damage that can be attributed to an act or acts of a specific person or person and for repairs required as a result of utility operations.

3) When it is necessary in connection with a reconstruction project to remove and replace a sidewalk determined by the City Engineer to be in good condition.

Sanitary Sewers

The costs of construction of sanitary sewers shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

1) Lateral Sewer: Costs to be assessed 100% against land in the improvement district.

2) Main (Submain) Sewer: Subject to the provisions of Sewer Main Benefit Fee Policy dated November 1, 2005. This policy allows sewer main (submain) projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

3) Interceptor Sewer: Costs to be paid 100% by Wichita Water Utilities.

The costs of maintenance and repair will be paid by the Wichita Water Utilities except for repair of damage that can be attributed to an act or acts of a specific person or persons.

Maximum use will be made of federal financial assistance for sewer construction where appropriate.

Connection charges as set forth in the Wichita Water Utilities *Department Operations Policies and Procedures (DOPP #48),* dated November 25, 2008.

Water System Improvements

The costs of construction of water system improvements shall be distributed between improvement districts and the City-at-large in accordance with the following schedule based on the type of sewers.

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1) Subdivision Interior Water Lines: Costs to be assessed 100% against land in the improvement district.

2) Water Mains: Subject to the provisions of Water Main Benefit Fee Policy dated October 21, 2008. This policy allows water main projects to be assessed on a square foot benefit fee for projects that have been approved by the Wichita Water Utilities.

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Storm Drainage

The costs of storm water sewer construction shall be paid in accordance with the following:

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2) Drainage improvements in developed areas shall be funded 100% City-at-large or by Storm Water Utility funds.

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City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Request for Waiver of Regulations for Special Assessment Deferral Program for Agricultural Uses (Districts III & V)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Take appropriate action.

Background: On April 6, 2010, the City Council deferred action on a developer's request to defer special assessments to undeveloped property in agricultural use. Current City Council policy provides for a special assessment deferral program for unplatted tracts in agriculture use meeting specific guidelines. The formal policy applies to sanitary sewer projects, but has been expanded at times to include other types of projects. Jay W. Russell has submitted a list of projects associated with new developments with improvement districts that include unplatted tracts. Mr. Russell has requested that the program guidelines be waived so that the special assessments to the unplatted tracts qualify for the agriculture deferral. He has stated that the improvement districts were formed based on his understanding or interpretations that they would qualify for the deferral, based on information available from City publications.

Analysis: The projects serve Edgewater and Meadowlake Beach Additions. It is expected that all of the unplatted tracts will be developed as market conditions improve. The projects are:

45th Street North Paving, between Ridge and Cimarron
Edge Water Addition

45th Street North Paving, between Cimarron and Hoover
Edge Water Addition

Water line from near 37th Street North and Ridge to 45th Street North and Hoover
Edge Water Addition (Phase I)

Water line along 45th Street North, from Hoover to approximately ½ mile west of Hoover
Edge Water Addition (Phase 2)

Water line along 55th Street South, Clifton and 63rd Street South
Meadowlake Beach Addition

All of the projects were City requirements for platting except for the 45th Street paving, between Ridge and Cimarron which was required by Sedgwick County.

Financial Considerations: The total special assessment amount is $751,606. The total cost of the paving projects was assessed to the improvement districts. The Water Utility contributed $746,693 to fund the cost of over sizing the waterlines to serve future development outside the improvement districts.

The individual project special assessment amounts are:

45th Street North Paving, Ridge to Cimarron	$94,879
45th Street North Paving, Cimarron to Hoover	$111,591
Edge Water Addition water line Phase 1	$130,235
Edge Water Addition water line Phase 2	$59,100
Meadowlark Addition water line	$355,801

Goal Impact: The projects addressed the Efficient Infrastructure goal by providing public improvements in new developments.

Legal Considerations: City Council will have the authority to waive normal requirements and grant the deferral at the time the amendment to Charter Ordinance No. 139 takes effect.

Recommendation/Action: It is recommended that the City Council take appropriate action, conditioned as necessary on the amendments to Charter Ordinance No. 139 taking effect.

Attachments: None.

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Storm Water Special Assessment Deferral Requests for Drainage Projects in Casa Bella Addition, Casa Bella 2nd Addition, and Emerald Bay Estates 2nd Addition (Districts II & V)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the storm water special assessment deferrals.

Background: On April 6, 2010, the City Council deferred action on a request for deferral of special assessments for drainage projects in three additions. The request was submitted in December, 2009, for deferral of storm water special assessments for three additions under the new assessment deferral program for storm water projects. The three drainage projects are in compliance with the conditions of the new program.

Analysis: The projects serve Casa Bella Addition, Casa Bella 2nd Addition and Emerald Bay Estates 2nd Addition, all of which are new residential developments.

Financial Considerations: The total amount that would be deferred is $376,507. The assessments would be deferred for five years or until development occurs, whichever comes first.

Goal Impact: The projects addressed the Efficient Infrastructure goal by providing drainage improvements required for new development.

Legal Considerations: The City Council will have the authority to grant the deferrals, when the deferrals to Charter Ordinance No. 139 take effect.

Recommendation/Action: It is recommended that the City Council approve the deferral of storm water special assessments for drainage projects in Casa Bella Addition, Casa Bella 2nd Addition and Emerald Bay Estates 2nd Addition, contingent upon the amendments to Charter Ordinance No. 139 taking effect.

Attachments: None.

Agenda Item No. III-1

City of Wichita
City Council Meeting
September 15, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (LDF Properties, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On July 21, 2009, City Council approved a Letter of Intent to issue Industrial Revenue Bonds ("IRBs") for LDF Properties, LLC ("LDF") in an amount not-to-exceed $10,000,000. The proceeds of the bonds will be used to finance the acquisition and expansion of a consolidated distribution center, warehouse facility and corporate headquarters at 10610 East 26th Circle North, near K-96 and Greenwich Road. City Council also approved a 100% five-year tax exemption on the IRB-financed existing real property and a 100% five-year tax exemption on the IRB-financed new real property plus a second five years subject to City Council approval. At this time, LDF is requesting the issuance of IRBs in an amount not to exceed $3,750,000 to finance the acquisition of the existing corporate headquarters and warehousing facility. The remaining amount for new construction will be issued at a later date.

Analysis: LDF is a real estate holding company which is owned by Larry D. Fleming consists of LDF Sales & Distributing and LDF Food Group. LDF Sales & Distributing, established in 1983, markets, sells and distributes MillerCoors, Boulevard and dozens of other beverage brands in Kansas and Oklahoma. Almost three-quarters of their total sales are shipped outside the Wichita Metropolitan Statistical Area. LDF Food Group is a restaurant franchise operation that was founded in 1975. LDF Food Group currently owns 42 Wendy's restaurants in Kansas, Oklahoma and Texas.

The total project consists of relocation of the existing LDF Companies corporate headquarters at 2959 North Rock Road and the LDF Sales & Distribution warehouse at 8225 Irving in southwest Wichita. Both of these operations will be consolidated in the former BeautyFirst building located at 10610 East 26th Circle North. LDF is acquiring the existing building and the 5 acre vacant parcel directly east of the building. The existing building will be expanded to more than double its existing size to accommodate additional warehouse and office space and additional site improvements will be made to service the building and expansion.

By providing the 100% tax abatement on the project, LDF will be able to expand their Wichita footprint and retain the 126 employees currently employed by LDF in Wichita. LDF's current average wages are $51,475. They plan to add 3 new employees in the Wichita area as a result of the consolidation. They also plan to relocate 17 individuals from the Parsons, Kansas distribution facility; however these individuals will continue to reside throughout southeast Kansas and commute regularly to the Wichita location.

The City's contract bond counsel firm, Kutak Rock LLP, serves as bond counsel in the transaction. The bonds will be purchased by Larry Fleming. LDF agrees to comply with the City's Standard Letter of Intent Conditions.

Financial Considerations: LDF agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2008 mill levy, the estimated tax value of exempted real property for the first full year is approximately $110,529. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	$	30,053	State	$	1,406
County	$	28,478	USD 259	$	50,592

The cost/benefit analysis report conducted using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City of Wichita	1.83 to one
City of Wichita – General Fund	1.67 to one
City of Wichita – Debt Service	2.06 to one
Sedgwick County	1.51 to one
USD 259	1.17 to one
State of Kansas	18.87 to one

Goal Impact: Economic Vitality and Affordable Living. Providing low-cost financing and granting an ad valorem property tax exemption will allow for capital investment and the retention and creation of job opportunities in the City of Wichita and Sedgwick County.

Legal Considerations: The City's bond counsel has prepared documents needed for the issuance of bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds. The closing of the property is contingent upon Council approval of the September 15, 2009 Consent Agenda item regarding the former BeautyFirst property. Brown Family, LP is selling the property to LDF, however; the City currently holds title to the property and leases it to Brown Family, LP through an IRB Lease. Brown Family, LP has requested to exercise the purchase option in the Lease so that the property may be deeded back before closing on the sale.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $6,575,000 for LDF Properties, LLC, and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-722

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES I, 2010 (LDF PROPERTIES, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT OF $6,575,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING IMPROVEMENTS AND ADDITIONS TO CERTAIN EXISTING FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A FIRST SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS, AS TRUSTEE WITH RESPECT TO THE BONDS; FIRST SUPPLEMENTAL LEASE AGREEMENT BY AND BETWEEN LDF PROPERTIES, LLC AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LDF PROPERTIES, LLC, AS PURCHASER OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore indicated the Issuer's intent to issue taxable industrial revenue bonds (LDF Properties, LLC), in an aggregate principal amount not to exceed $10,000,000 pursuant to a Letter of Intent dated August 3, 2009 (the "Letter of Intent"), all for the purpose of paying the cost of acquiring, constructing, furnishing and equipping a consolidated distribution center and warehouse facility in addition to corporate and operational offices (the "Project");

WHEREAS, pursuant an Ordinance dated September 22, 2009 (the "2009 Ordinance"), the Issuer authorized the issuance of its first series of such taxable industrial revenue bonds, designated City of Wichita, Kansas, Industrial Revenue Bonds, Series V, 2009 (LDF Properties, LLC) (Taxable Under Federal Law), in the aggregate principal amount of $3,425,000 (the "2009 Bonds"), for the purpose of acquiring, constructing, furnishing and equipping a portion of the Project (the "2009 Project"), and authorizing the Issuer to lease the 2009 Project to LDF Properties, LLC (the "Tenant"); and

WHEREAS, pursuant to the 2009 Ordinance, the Issuer authorized (i) the execution and delivery of a Trust Indenture dated as of September 1, 2009 (the "2009 Indenture"), by and between the Issuer and Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), for the purpose of

issuing and securing the 2009 Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of September 1, 2009 (the "2009 Lease"), by and between the Issuer, as lessor, and the Tenant, as lessee, under which the proceeds of the 2009 Bonds were used to pay a portion of the costs of the 2009 Project; and

WHEREAS, the 2009 Lease and the First Supplemental Lease (hereinafter authorized and defined) are herein collectively referred to as the "Lease"; and

WHEREAS, the Issuer has heretofore and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a series of its taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series I, 2010 (LDF Properties, LLC) (Taxable Under Federal Law)", in the aggregate principal amount of $6,575,000 (the "2010 Bonds"), for the purpose of paying the costs of acquiring, constructing, furnishing and equipping a portion of the Project (the "2010 Additions"); and

WHEREAS, the 2010 Bonds are more fully described in the First Supplemental Trust Indenture (hereinafter authorized and defined) and the First Supplemental Lease; and

WHEREAS, the 2010 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any 2010 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the 2010 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be amended and supplemented and, under certain circumstances, from the proceeds of the 2010 Bonds and insurance and condemnation awards; and

WHEREAS, the 2010 Bonds shall be equally and ratable secured and on a parity with the 2009 Bonds and any Additional Bonds (collectively referred to hereinafter as the "Bonds") subject to any partial redemption or release of pledged property permitted by the Lease or Indenture (as hereinafter defined); and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2010 Bonds to execute and deliver (i) a First Supplemental Trust Indenture dated as of April 1, 2010 (the "First Supplemental Trust Indenture"), with the Trustee, prescribing the terms and conditions of issuing and securing the 2010 Bonds; (ii) a First Supplemental Lease dated as of April 1, 2010 (the "First Supplemental Lease"), with the Tenant in consideration of payments of 2010 Supplemental Basic Rent and other payments provided for therein; (iii) an Administrative Service Fee Agreement dated as of April 1, 2010, between the City and the Tenant (the "Agreement"); (iv) Bond Purchase Agreement dated as of April 1, 2010, by and between the Issuer and Larry D. Fleming, the bond purchaser (the "Bond Purchase Agreement"); and (v) an Assignment of First Supplemental Lease dated as of April 1, 2010, from the Issuer to the

Trustee (the "Assignment") (the First Supplemental Trust Indenture, the First Supplemental Lease, the Agreement, the Bond Purchase Agreement and the Assignment are referred to collectively herein as the "Bond Documents"); and

WHEREAS, the 2009 Indenture and the First Supplemental Trust Indenture are herein collectively referred to as the "Indenture";

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the 2010 Additions to be Acquired, Constructed, Improved, Furnished and Equipped. The Governing Body of the Issuer hereby declares that the 2010 Additions, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the 2010 Additions to be acquired, constructed, improved, furnished and equipped all in the manner and as more particularly described in the First Supplemental Indenture and the First Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the 2010 Bonds. The Issuer is hereby authorized and directed to issue a series of the Issuer's taxable industrial revenue bonds in the aggregate principal amount of $6,575,000 for the purpose of acquiring, constructing, improving, furnishing and equipping improvements and additions to existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated "City of Wichita, Kansas, Industrial Revenue Bonds, Series I, 2010 (LDF Properties, LLC) (Taxable Under Federal Law)". The 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2010 Bonds shall be equally and ratably secured and on a parity with the 2009 Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The 2010 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The 2010 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The 2010 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of First Supplemental Trust Indenture. The Issuer is hereby authorized to enter into the First Supplemental Trust Indenture, under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of all Bonds, including the 2010 Bonds, the Trust Estate referenced therein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the 2010 Additions. The Issuer shall cause the 2010 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the First Supplemental Lease.

Section 6. Authorization of Bond Purchase Agreement. The 2010 Bonds shall be sold and delivered to Larry D. Fleming, upon the terms and subject to the provisions of the Bond Purchase Agreement.

Section 7. Execution of 2010 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2010 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents for and on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2010 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 8. Approval of the Guaranty. The form of the Guaranty dated as of April 1, 2010, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the 2010 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the 2010 Bonds, is hereby approved**.**

Section 9. Pledge of the Project. The Issuer hereby pledges the 2010 Additions and the net revenues generated therefrom to the payment of all Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2010 Bonds and the Bond Documents, as necessary to give effect to the transactions contemplated hereby.

Section 11. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on April 27, 2010.

CITY OF WICHITA, KANSAS

(Seal)

By_____
Carl Brewer, Mayor

Attest:

By_____
Karen Sublett, City Clerk

Approved as to form:

By_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Warren IMAX Theatre Project) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place ordinance on first reading.

Background: On April 6, 2010, City Council approved a Letter of Intent to issue Industrial Revenue Bonds ("IRBs") to American Luxury Cinemas, Inc., d.b.a. 21st Street Warren Theatre ("American Luxury") in the principal amount not-to-exceed $16,000,000. Proceeds of the bonds will be used to finance the construction, furnishing and equipping of an addition to the 21st Street Warren Theatre that would house a state-of-the-art IMAX theater and other new theater spaces. The bond-financed project would also include refurbishment of the existing theater and refinancing of all existing loans on the facility. City Council also approved 100% property tax abatement on the 21st Street Warren Theatre complex with payments-in-lieu-of-taxes (PILOTs) equal to 2009 property taxes on the complex, with a 2.3% annual escalator. At this time, American Luxury is requesting issuance of the bonds.

Analysis: American Luxury Cinemas, Inc. is owned by Bill Warren, Mark Hutton and Andrew Hutton and managed by Warren Theatres, LLC. The owner proposes to expand and renovate the movie theater complex located at Tyler Road and 21st Street North in northwest Wichita. The expansion will include the construction of a 600-seat luxury IMAX movie auditorium, described by the company as the largest commercial digital IMAX in the world. In addition, the rest of the complex will be refurbished and updated, and the existing debt financing for the complex will be consolidated.

The proposed new IMAX Theater will provide a regional tourism/entertainment attraction that is expected to draw visitors from throughout Kansas and parts of Missouri, Oklahoma, Texas and Nebraska. License plate surveys at existing Warren Theatres indicate that 35% of the visitors are from outside of Sedgwick County. The development of the IMAX is expected to increase that percentage. As a result of developing the IMAX in Wichita, employment at the 21st Street Warren Theatre will increase by 25 jobs, from its existing base of 95.

The sources and uses of funds for the proposed project are as follows:

Sources	
Industrial Revenue Bonds	$16,000,000
Uses	
Refinance Existing Debt	$8,800,000
Project Costs	6,552,000
Construction Interest	102,000
Cost of Issuance	150,000
Contingency	396,000
TOTAL	$16,000,000

American Luxury Cinemas, Inc. proposes to purchase the $16,000,000 taxable industrial revenue bond with funds borrowed from Intrust Bank. The City's contract bond counsel, Kutak Rock, L.P. serves as bond counsel in this transaction. The company agrees to comply with all of the standard letter of intent conditions, except the condition requiring selection of contractors using procedures that do not exclude disadvantaged businesses. However, staff will request that the selection of subcontractors do not exclude disadvantage businesses. The company has pre-selected Key Construction to serve as general contractor for the construction project. In addition, the company is asking for a waiver of the requirement to provide a payment in performance bond for completion of the project. Because this is a charter ordinance requirement, waiver of the performance bond requires delay of bond closing until after the completion of the construction.

Financial Considerations: American Luxury Cinemas, Inc. agrees to pay all costs of bond issuance and to pay the City's annual administrative service fee of $2,500. The company also agrees to pay the City an annual PILOT equal to the 2009 property taxes on the existing 21st Street Warren Theatre. The assessed value of this property is $1,997,000. At the aggregate 2009 mill levy of 118.372, the first year PILOT amount would be $236,389, of which $64,187.57 would be distributed to the City, $62,641.90 to Sedgwick County and $109,559.41 to U.S.D. 266 (Maize). Thereafter, the PILOT amount will increase each year by 2.3% during the term of the property tax abatement.

American Luxury Cinemas agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. The value of the sales tax exemption is approximately $630,000. Based on the 2009 mill levy, the estimated tax value of exempted real property for the first full year is approximately $146,919. The value of a 100% real property tax exemption on the new construction as applicable to taxing jurisdictions is:

City	$	36,955	State	$	1,725
County	$	34,341	USD 259	$	63,078

The Center for Economic Development and Business Research at Wichita State University has performed an analysis of benefits and costs for this project and reports the following results:

City of Wichita	4.20 to one
City General Fund	1.98 to one
City Debt Service Fund	2.75 to one
Sedgwick County	2.39 to one
U.S.D. 266	3.77 to one
State of Kansas	16.96 to one

Goal Impact: Economic Vitality and Affordable Living; Quality of Life. Development of an IMAX theater in Wichita will solidify the package of tourism attractions that help bring conventions and regional visitors to the area and will help attract workers for our businesses.

Legal Considerations: The City's bond counsel is preparing documents needed for the issuance of bonds. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds. Pursuant to state law, a notice of public hearing has been published in the *Wichita Eagle* and sent to the U.S.D. 266 Board of Education and the Sedgwick County Board of Commissioners.

Recommendations/Actions: It is recommended that the City Council close the public hearing, approve the tax exemption and payment in lieu of taxes and the requirement for the waiver of the performance bond and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed $16,000,000 for American Luxury Cinemas, and authorize the necessary signatures.

Attachments: Bond Ordinance

(Published in *The Wichita Eagle*, April 27, 2010)

ORDINANCE NO. 48-723

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2010 (AMERICAN LUXURY CINEMAS, INC.), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $16,000,000 FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer"), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

WHEREAS, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its taxable industrial revenue bonds, Series II, 2010, in the aggregate principal amount of not to exceed $16,000,000 (the "2010 Bonds"), for the purpose of paying the costs of constructing, acquiring and equipping a commercial facility (the "Project") as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to American Luxury Cinemas, Inc., a Kansas corporation (the "Tenant"); and

WHEREAS, the 2010 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2010 Bonds to execute and deliver (i) a Trust Indenture dated as of May 1, 2010 (the "Indenture"), with UMB, N.A., Kansas City, Missouri, as trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the 2010 Bonds; (ii) a Lease dated as of May 1, 2010 (the "Lease"), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement dated as of May 1, 2010 (the "BPA"), with the Tenant as purchaser of the 2010 Bonds, and (iv) an Administrative Service Fee Agreement between the Issuer and the Tenant (collectively, the "Bond Documents"); and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Authority to Cause the Project to be Constructed, Acquired and Equipped. The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Project to be constructed, acquired and equipped all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the 2010 Bonds. The Issuer is hereby authorized and directed to issue the 2010 Bonds, to be designated "City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series II, 2010 (American Luxury Cinemas, Inc.)" in the aggregate principal amount of not to exceed $16,000,000. The 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2010 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2010 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

Section 3. Lease of the Project. The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

Section 4. Execution of 2010 Bonds and Bond Documents. The Mayor of the Issuer is hereby authorized and directed to execute the 2010 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2010 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's official seal.

Section 5. Pledge of the Project and Net Revenues. The Issuer hereby pledges the Project and the net revenues generated under the Lease to the payment of the 2010 Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the 2010 Bonds shall be deemed to have been paid within the meaning of the Indenture.

Section 6. Further Authority. The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2010 Bonds and the Bond

Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

Section 7. Effective Date. This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on April 27, 2010.

CITY OF WICHITA, KANSAS

(Seal)

By_____
Carl Brewer, Mayor

Attest:

By_____
Karen Sublett, City Clerk

Approved as to form:

By_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentives (Spartech, Inc.) (District V)

INITIATED BY: Urban Development Office

AGENDA: New Business

Recommendation: Approve the Forgivable Loan Agreement.

Background: Spartech Corporation ("Spartech"), located at 1444 South Tyler Road in southwest Wichita is a plastics manufacturing company that produces sheet and rollstock plastic for a variety of industries. Spartech is consolidating some of their nationwide operations and worked with the Greater Wichita Economic Development Coalition (GWEDC) to expand the plant in Wichita and transfer work from other facilities in the U.S. Working with the City, Sedgwick County and the State of Kansas, the GWEDC developed an incentive package, subject to approval by governing bodies, which includes a forgivable loan.

Analysis: Spartech Corporation is a leading producer of plastic products including polymeric compounds, concentrates, custom extruded sheet and rollstock products and packaging technologies for a wide spectrum of customers. The company's three business segments, which operate facilities in the United States, Mexico, Canada, and France, annually process more than 1 billion pounds of plastic resins, specialty plastic alloys, and color and specialty compounds.

Atlas was founded in downtown Wichita in 1964 as Pawnee Plastics, Inc. In 1967, Pawnee Plastics, Inc. moved to Atlas' current location and the location of this expansion project on Tyler Road. In the 1970s, Pawnee operated the business on Tyler Road and expanded it twice. In 1976, Pawnee expanded the facility by 16,000 square feet and then again in 1978 they added 4,000 square feet. In 1994, Spartech purchased Pawnee Plastics, Inc.

Presently, Spartech is operating in a 63,000 square foot facility on Tyler Road. In addition, Spartech also leases over 100,000 square feet of warehouse space at the Garvey Complex nine (9) miles south of the plant on Hoover Road. The current expansion project includes leasing 35,400 square feet of warehousing space at an annual rate of $169,290. Spartech currently has 75 employees in Wichita and plans to add an additional 28 jobs at $35,000 annual salary. Spartech also plans to invest is approximately $7,500,000 in new machinery and equipment.

The City of Wichita and Sedgwick County have partnered to offer economic development assistance to the Spartech. The City and Sedgwick County will provide $15,000 each in forgivable loan funds to offset construction costs and costs of acquiring machinery and equipment, subject to governing body approval.

Financial Considerations: The forgivable loan proceeds in the amount of $15,000 will be provided to Spartech from funds budgeted in the Economic Development Fund for economic development incentives in 2010.

Wichita State University Center for Economic Development and Business Research calculated a cost-benefit analysis indicating benefit-to-cost ratios, which are as follow:

City of Wichita	2.52 to one
General Fund	1.85 to one
Debt Service	4.78 to one
Sedgwick County	1.91 to one
USD 259	2.00 to one
State of Kansas	48.73 to one

Goal Impact: Economic Vitality and Affordable Living. Providing economic development incentives to Spartech creates manufacturing jobs and investment and encourages future growth of the economy.

Legal Considerations: The company has requested inclusion of a clause in the agreement allowing a successor by reorganization. This allows the agreement conditions to be transferred should the company restructure in the future. The City Attorney's Office has approved the documents as to form. The City's exercise of home rule authority is necessary to provide the cash incentive; this requires the adoption of an ordinance for approval.

Recommendation/Actions: It is recommended that the City Council approve the forgivable loan agreement for Spartech Corporation, place the home rule ordinance on first reading and authorize the necessary signatures.

Attachment(s): Forgivable Loan Agreement and Promissory Note, Ordinance

(PUBLISHED IN THE WICHITA EAGLE ON APRIL 30, 2010)

ORDINANCE NO. 48-727

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN SPARTECH CORPORATION AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the "City") is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and capital investment, to assist Spartech Corporation, in expanding its aerospace machining facility located in Wichita, Kansas,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Findings and Approval of Forgivable Loan. The City's Governing Body hereby finds that providing a forgivable loan in the amount of $15,000, to Spartech Corporation, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Spartech Corporation, as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. 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 provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and

after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 27th day of April, 2010.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ____ day of _____ 2010, is entered into between the following parties:

Lender: City of Wichita ("Lender")
525 N. Main
Wichita, Kansas 67203
Contact Person/Title: Allen Bell, Director of Urban Development
Phone: 316-268-4524 FAX: 316-858-7890

Borrower: [name] ("Borrower")
[street address]
[city, zip]
Contact Person/Title: _____
Phone_____ FAX: _____
FEIN: _____

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to _____ in Wichita, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to $15,000.00 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms**: Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to $15,000.00 for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable [other than to an affiliate or in connection with a transfer of all or substantially all of the assets of the Borrower by merger, reorganization or otherwise] or [except to entities succeeding by merger].

2) **Forgiveness of Debt**: The Borrower promises to create and maintain minimum employment levels at the Wichita, Kansas facility, starting from a base employment level of 75 jobs, at the end of each of five (5) years as shown in the following schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Employment:	84	93	93	93	93
Total Wages:	$2,940,000	$3,255,000	$3,255,000	$3,255,000	$3,255,000

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of all positions shall be at least $35,000/year.

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the "installment". The first anniversary date for meeting the first year's job creation commitment shall be December 31, 2010. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job and wage commitment, an amount equal to an installment, plus any accrued interest, will be forgiven.

However, in the event the Borrower ceases to operate as a plastics manufacturer in Wichita, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in paragraph (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Wichita, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to _____, _____ and _____ at the Borrower's worksite in Wichita, Kansas. Lender shall disburse funds to the Borrower upon presentation of written proof that the aforementioned costs have been incurred by the Borrower. Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting**: A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for a period of five (5) years after completion of the term, a report for the Borrower's Wichita, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers**: The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default**: This Agreement shall be considered in default if:

(A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).

(i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:

a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus

b) interest accrued since the previously scheduled anniversary date.

(ii) If the Borrower ceases to operate in Wichita, Kansas during the term of this Agreement, the following repayment is required:

a) the entire outstanding principal amount is immediately due and payable, plus

b) any principal and interest previously forgiven as specified in item (2) above, plus

c) interest penalties equal to a twelve percent (12%) compounded annual rate calculated for a 5 year period against the highest outstanding principal amount over the term of the loan.

(iii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest accrued from the date of the initial draw-down against this loan.

(iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, which default continues for 15 days after written notice of such default from Lender to Borrower, the following repayment is required:

a) any principal balance outstanding on the loan is due and payable; and

b) interest penalties equal to a twelve percent (12%) compounded annual rate calculated against the principal balance for the period during which it has been outstanding.

(B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.

(C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Wichita, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or section contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices**. Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: _____
_____
_____
_____

City: City Manager's Office
Attn: Allen Bell, Urban Development Director
455 N. Main, 13th Floor
Wichita, KS 67202

Department of Law
Attn: Gary Rebenstorf, City Attorney
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws**. The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28) **Kansas Law.** This agreement shall be construed in accordance with the laws of the State of Kansas.

29). **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower 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, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

BORROWER:

_____

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf
City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Building Facade Improvements – Lofts at St. Francis (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, declare an emergency and adopt the ordinance on first reading.

Background: In 2006, Real Development purchased the former mattress factory located at the southwest corner of St. Francis and William in downtown Wichita and converted it to a 28-unit residential condominium property. A petition signed by 100% of the condo owners was approved by the City Council on July 28, 2009 for needed façade repairs to be financed through special assessments. A public hearing was held and a maximum assessment ordinance in the amount of $112,620 was adopted by the City Council on August 18, 2009.

To address inconsistencies with the maximum assessment proceedings, Resolution No. 10-088 was adopted on April 6, 2010 establishing a public hearing to be held on April 20, 2010 regarding the façade improvements in accordance with the original petition which provides for the method of assessment on a square-foot basis. Resolution No. 10-088 also repealed Resolution No. 09-184 adopted on June 23, 2009 as it was replaced by Resolution No. 09-257 which was adopted on July 28, 2009. Notification of the public hearing was published in the Wichita Eagle not less than ten days prior to the date of the public hearing and notices were mailed to all affected property owners.

Analysis: An ordinance has been prepared reflecting the final costs of $77,450 upon completion of the façade project. Final costs of the project include construction costs, administrative charges, and financing costs. This ordinance also replaces and repeals the original maximum assessment Ordinance 48-411 adopted by the City Council in the amount of $112,620 on August 18, 2009.

Financial Considerations: The final amount to be financed by special assessments totals $77,450 and will be paid as to principal and interest over a 15-year term, with special assessments levied against the improved property and will be backed by the full faith and credit of the City of Wichita.

Goal Impact: This project addresses the Dynamic Core area goal by facilitating improvements to a privately owned building in the Arena Neighborhood Redevelopment Plan area.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project pursuant to K.S.A. 12-6a01 *et seq*. The ordinance and declaration of emergency have been prepared by Bond Counsel and has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring final passage of the ordinance on the date of its introduction; adopted the ordinance and authorize publication of the ordinance.

Attachments: Ordinance
Declaration of Emergency

ORDINANCE NO. 48-721

AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND REPEALING ORDINANCE NO. 48-411 OF THE CITY **(FACADE IMPROVEMENTS TO THE PORTION OF 201 S. ST. FRANCIS THAT ABUTS PUBLIC WAYS, INCLUDING ST. FRANCIS AND WILLIAM STREETS)**.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has authorized the establishment of an improvement district (the "Improvement District") pursuant to Resolution No. 09-257, adopted on July 28, 2009; and

WHEREAS, pursuant to Ordinance No. 48-411 of the City adopted on August 18, 2009 ("Ordinance No. 48-411"), assessments have been levied against the property in the Improvement District to pay for the cost of the improvements authorized by Resolution No. 09-257; and

WHEREAS, the Governing Body of the City has determined it is necessary to repeal and replace Ordinance No. 48-411 because of a correction to the total cost of the improvements; and

WHEREAS, the improvements authorized by such resolution are complete, the final cost has been determined by the City; and the Governing Body of the City has conducted a public hearing on the proposed assessments against the property in the Improvement District following notice by the City in accordance with K.S.A. 12-6a09;

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

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, as amended, special assessments to pay the costs of the improvements in the City authorized by Resolution No. 09-257 for the Improvement District are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on *Exhibit A* to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on *Exhibit A* following the description of each lot, piece or parcel of land.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by May 6, 2010 (the "Prepayment Date"), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments.

SECTION 3. The principal amount of the unpaid assessments, together with interest on the unpaid principal balance thereof at a rate to be determined by the Governing Body (such rate not to exceed the maximum rate allowed by K.S.A. 10-1009, as amended) will be certified to the

County Clerk of Sedgwick County, Kansas, for the installment period set forth in Section 2 of this Ordinance and will be levied against the property liable for such assessments in the same form and manner as, and will be collected at such time as it customary for, the levying and collecting of ad valorem property taxes, all in accordance with K.S.A. 12-6a01 *et seq.*

SECTION 4. The payment of said assessments may indefinitely be deferred against those property owners eligible for such deferral as provided in Ordinance No. 43-977 of the City.

SECTION 5. Ordinance No. 48-411 is hereby repealed.

SECTION 6. This Ordinance shall take effect and be in force from and after its publication (including publication of *Exhibit A* hereto) once in the official City newspaper.

PASSED by the Governing Body of the City of Wichita, Kansas, on April 20, 2010.

(Seal)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

EXHIBIT A

Property Liable for Revised Special Assessments	**Amount of Revised Special Assessments**
UNIT 100, LOFTS AT ST FRANCIS CONDOMINIUM & 5.38% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0001	$ 4,164.62
UNIT 101, LOFTS AT ST FRANCIS CONDOMINIUM & 4.64% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0002	$ 3,596.26
UNIT 102, LOFTS AT ST FRANCIS CONDOMINIUM & 5.00% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0003	$ 3,874.23
UNIT 103, LOFTS AT ST FRANCIS CONDOMINIUM & 4.78% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0004	$ 3,700.51
UNIT 104, LOFTS AT ST FRANCIS CONDOMINIUM & 4.78% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0005	$ 3,700.51
UNIT 105, LOFTS AT ST FRANCIS CONDOMINIUM & 3.21% UND. INT. IN COMMON AREAS & FACILITIES SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE, N A ENGLISH'S ADDITION B-04196-0006	$ 2,484.36

UNIT 200, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.78% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0007 $ 2,931.11

UNIT 201, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.62% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0008 $ 2,027.70

UNIT 202, LOFTS AT ST FRANCIS CONDOMINIUM
& 4.03% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0009 $ 3,124.71

UNIT 203, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.68% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0010 $ 2,077.34

UNIT 300, LOFTS AT ST FRANCIS CONDOMINIUM
& 5.34% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0011 $ 4,137.31

UNIT 301, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.67% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0012 $ 2,844.25

UNIT 302, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.20 % UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0013 $ 1,702.58

UNIT 303, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.97% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0014 $ 3,072.59

UNIT 304, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.19% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0015 $ 1,697.62

UNIT 305, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.33% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0016 $ 1,801.86

UNIT 400, LOFTS AT ST FRANCIS CONDOMINIUM
& 4.39% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0017 $ 3,400.20

UNIT 401, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.67 % UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0018 $ 2,844.25

UNIT 402, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.15 % UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0019 $ 2,439.70

UNIT 403, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.97% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0020 $ 3,072.59

UNIT 404, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.19% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0021 $ 1,697.62

UNIT 405, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.33% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0022 $ 1,801.86

UNIT 500, LOFTS AT ST FRANCIS CONDOMINIUM
& 4.39 % UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0023 $ 3,400.20

UNIT 501, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.67% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0024 $ 2,844.25

UNIT 502, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.15 % UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0025 $ 2,439.70

UNIT 503, LOFTS AT ST FRANCIS CONDOMINIUM
& 3.97% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0026 $ 3,072.59

UNIT 504, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.19% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0027 $ 1,697.62

UNIT 505, LOFTS AT ST FRANCIS CONDOMINIUM
& 2.33% UND. INT. IN COMMON AREAS & FACILITIES
SITUATED ON EVEN LOTS 14 TO 26, ST FRANCIS AVE,
N A ENGLISH'S ADDITION
B-04196-0028 $ 1,801.86

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit,* April 20, 2010, of an ordinance entitled:

> "AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND REPEALING ORDINANCE NO. 48-411 OF THE CITY **(FACADE IMPROVEMENTS TO THE PORTION OF 201 S. ST. FRANCIS THAT ABUTS PUBLIC WAYS, INCLUDING ST. FRANCIS AND WILLIAM STREETS)**."

The general nature of such emergency is to provide for the bonding of the improvements referenced in such Ordinance at the earliest possible date to avoid unnecessary additional interest costs.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

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EXECUTED at Wichita, Kansas, on April 20, 2010.

(Seal)

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Market Street Lofts Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from 700 N. Market LLC, Tony Krsnich and Farha Construction, for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the acquisition and rehabilitation of an existing apartment buildings located at 718, 722 and 730 N. Market, in order to provide apartment units for income-eligible senior citizens, age 55 and older, exclusively.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed Market Street Lofts Apartments complex will offer a total of 24 apartment units, including 22 one-bedroom units, and two two-bedroom units. Amenities will include an office, a common laundry room, a picnic/cookout area, security landscaping, and outdoor benches/seating. According to the information provided by the development team, the total development cost is estimated to be $3,255,761.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developers are requesting waiver of this requirement, as the project will serve senior citizens, age 55 and over, a special needs population. The HTC Policy provides for a waiver of the 20% market-rate unit requirement, when special needs populations are exclusively served. Preliminary tax credit rent amounts are estimated to be $500 per month for the one-bedroom units, and $575 per month for the two-bedroom units.

The Planning Department has reviewed the proposed project and describes it as a good rehabilitation/re-use project that is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Use Map. Planning noted that the project implements the future land use policy direction contained in the Center city Neighborhood Plan and is complementary to the existing land use and development pattern of the immediate area. Planning further noted that one of the buildings is located within the "environs" of a historic landmark, so the portion of the project requiring permits, with respect to this particular building, will require an Environs Review. The property is appropriately zoned, and Planning recommends support for the project, provided that parking capacity needs can be met on the vacant tract of land to the south of the buildings.

The Office of Central Inspection has also reviewed the proposed project. OCI noted, as zoning administrator, that the parking requirement could be reduced, including an administrative adjustment, for a redevelopment project of this nature. Due to the zoning classification of the surrounding properties, solid screening or landscape buffering will not be required, under the Unified Zoning Code, but the project must comply with the minimum landscaping requirements of the Landscape Ordinance along Market Street. OCI noted that the extent of the remodeling could require installation of fire sprinklers and a fire alarm system within the buildings. However, depending on the historic designation and the amount of actual structural changes within the buildings, the project may be exempt from this requirement.

The Historic Midtown Citizens Association reviewed the proposed project during its March 22, 2010 meeting and voted to support it. The DCC voted to recommend adoption of the resolution of support, and DAB VI voted (7-1) to recommend adoption of the resolution of support.

Housing and Community Services believes that the proposed project will improve the existing site and buildings involved, and will provide safe, clean affordable rental housing. Staff recommends adoption of the resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Housing and Community Services Department staff has conducted a limited review of tax records for the developer and there are no outstanding obligations at this time.

Financial Considerations: The total project cost is estimated to be $3,255,761. Financing includes proceeds from the sale of the HTCs, proceeds from the sale of State and Federal Historic Tax Credits, a private bank loan, deferred developer fees and a grant. The City is not participating in the financing of the project.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution document.

RESOLUTION NO. 10-098

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by 700 N. Market LLC, Tony Krsnich and Farha Construction, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 64, 66, 68, 70, 72, 74 and 76 on Market Street, Munger's Original Town of Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will have 22 one-bedroom apartment units and two two-bedroom apartment units, for a total of 24 apartment units within rehabilitated existing structures, designed to serve senior citizen tenants exclusively, of age 55 and older. Amenities will include common areas, outdoor covered seating, and an outdoor picnic area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 20, 2011. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 20th day of April, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; 10th Street Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from Kansas Elks Training Center for the Handicapped (KETCH) and Mark Cox, for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the construction of a 10-unit apartment building, on property currently owned by KETCH, located at 124 W. 10th. The apartment project will serve income-eligible individuals with developmental disabilities, exclusively.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed 10th Street Apartments complex will offer a total of 10 one-bedroom apartment units, within a single-story building. The proposed building design will allow for five units on the ground floor, and five units below ground level. Amenities will include common areas, outdoor covered seating, and a picnic area. Professional landscaping is proposed, along with an irrigation system. According to the information provided by the development team, the total development cost is estimated to be $1,785,721.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developers are requesting waiver of this requirement, as the project will serve individuals with developmental disabilities, a special needs population. The HTC Policy provides for a waiver of the 20% market-rate

unit requirement, when special needs populations are exclusively served. Preliminary tax credit rent amounts are estimated to be $369 per month.

The Planning Department has reviewed the proposed project, and considers the proposed building design to not be consistent with the adopted Midtown Neighborhood Plan, which designates this site for "Multi-Unit (4-plex or less) Residential Use", on the 2020 Future Land Use Concept Map. Planning further noted that the site is zoned "B" Multi-Family Residential, and that the number of units proposed is well under the maximum allowed. In addition, multi-family screening and landscaping requirements would likely be triggered if not already in place due to the single-family residences located to the east.

The Office of Central Inspection has also reviewed the proposed project. OCI concurred with the comments provided by the Planning Department, and further noted that screening and landscape buffers will also be required on property lines abutting single-family or duplex zoning to the north and west. OCI further noted that in buildings with more than 4 units, fire sprinklering and fire alarm systems will be required. In addition, the City's Landscape Ordinance will apply along 10th Street. Buildings, units, and path of travel to the buildings and parking lot will be required to comply with Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements per the Fair Housing Act.

The Historic Midtown Citizens Association reviewed the proposed project during its March 22, 2010 meeting and voted to support it, taking into consideration the Planning staff comments regarding the building design. The DCC voted to recommend adoption of the resolution of support. During the DAB presentation, a citizen expressed concern regarding ground water contamination in the area. The developers explained that it is a requirement, on the part of the purchaser of the tax credits, to obtain environmental studies before the project can proceed. DAB VI voted (8-0) to recommend adoption of the resolution of support, subject to the environmental studies required in connection with the HTC financing.

According to OCI, a building permit can be issued for the site, but City water service must be utilized. There is a possibility that a permit can be issued for a water well at the site, but it can only be used for irrigation purposes.

Housing and Community Services believes that the proposed project will provide safe, clean, affordable rental housing for individuals with developmental disabilities. Therefore, staff recommends adoption of the resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developers must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developers must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Housing and Community Services Department staff has conducted a limited review of tax records for the developers and there are no outstanding obligations at this time.

Financial Considerations: The total project cost is estimated to be $1,785,721. Financing includes proceeds from the sale of the HTCs, a general partner contribution, a private bank loan, and deferred developer fees. The City will not participate in the financing of the project.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developers have complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution document.

RESOLUTION NO. 10-099

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mark Cox and Kansas Elks Training Center for the Handicapped, Inc., (KETCH) that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, Block 2, Midtown Fourth Addition, Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will have a total of 10 one-bedroom apartment units, within one single-story building, with five apartment units on the ground level and five apartment units below grade, designed to serve tenants with developmental disabilities. Amenities will include common areas, outdoor covered seating, and an outdoor picnic area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 20, 2011. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 20th day of April, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Fairview Apartments (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing; adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from 700 N. Market LLC, Tony Krsnich and Farha Construction, for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with the acquisition and rehabilitation of an existing apartment building located at 206 E. 18th, in order to provide apartment units for income-eligible senior citizens, age 55 and older, exclusively.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed Fairview Apartments complex will offer a total of 24 apartment units, including 22 one-bedroom units, and two two-bedroom units. Amenities will include an office, a common laundry room, a picnic/cookout area, security landscaping, and outdoor benches/seating. According to the information provided by the developers, the total project cost is estimated to be $3,132,806.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developers are requesting waiver of this requirement, as the project will serve senior citizens, age 55 and over, a special needs population. The HTC Policy provides for a waiver of the 20% market-rate unit requirement, when special needs populations are exclusively served. Preliminary tax credit rent amounts are estimated to be $480 per month for the one-bedroom units and $550 per month for the two-bedroom units.

The Planning Department has reviewed the proposal and describes it as a good rehabilitation/re-use project that is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Use Map. Planning noted that the property falls just outside the north boundary of the Midtown Neighborhood Plan, which envisions future land uses along Market as either single-family or duplex residential. However, Planning staff indicated that the proposed multi-family residential redevelopment project would be complementary to the existing land use and development pattern of the immediate area, and consistent with the historic preservation themes contained in the 2020 vision statement of the Midtown Neighborhood Plan. The site is a designated State Historic Landmark, and thus, the project will require Historic Preservation Board review. Planning further noted that the property is appropriately zoned, and recommends support for the project, provided that parking capacity needs can be met.

The Office of Central Inspection (OCI) has also reviewed the project and noted that the property has been the source of neighborhood complaints and the subject of code enforcement actions, for many years. OCI noted, as zoning administrator, that the parking requirement could be reduced, including an administrative adjustment, for a redevelopment project of this nature. OCI suggested "inset" angled or parallel parking on this property where the property abuts the street Right-Of-Ways on 18th Street and or Market Street, pending review by the City Traffic Engineer, and minor street use permits issued by the Public Works Engineering Office. The developers are currently working with OCI and Planning/Historic Preservation staff, in order to develop a preliminary parking plan. OCI noted that the extent of the remodeling could require installation of fire sprinklers and a fire alarm system within the buildings. However, depending on the historic designation and the amount of actual structural changes within the buildings, the project may be exempt from this requirement. The remodeling project would be exempt from Americans with Disabilities Act (ADA)/ Americans with Disabilities Act Accessibility Guidelines (ADAAG), under provisions of the Fair Housing Act and local building codes, due to the age of the building. However OCI recommends accessibility features for the main level of the building, at the main entrance, such as ramps complying with ADAAG guidelines, as the project is serving a special needs population. An ADAAG-compliant "universal" parking space is also recommended, as close to the building as possible.

The Historic Midtown Citizens Association reviewed the proposed project during its March 22, 2010 meeting and voted to support it. The DCC voted to recommend adoption of the resolution of support, and DAB VI voted (8-0) to recommend adoption of the resolution of support, subject to review and approval of the parking plan by the City's Traffic Engineer.

Housing and Community Services believes that the proposed project will improve the existing site and building involved, and will provide safe, clean affordable rental housing. Staff recommends adoption of the resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developers must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines, and a review by the City's Traffic Engineer. Further, the developers must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Housing and Community Services Department staff has conducted a limited review of tax records for the developers and there are no outstanding obligations at this time.

Financial Considerations: The total project cost is estimated to be $3,132,806. Financing includes proceeds from the sale of the HTCs, proceeds from the sale of State and Federal Historic Tax Credits, a private bank loan, and deferred developer fees. The City is not participating in the financing of the project.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The developers have complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution document.

RESOLUTION NO. 10-105

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by 700 N. Market LLC, Tony Krsnich and Farha Construction, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 64, 66, 68, 70, 72, 74 and 76 on Market Street, Munger's Original Town of Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will have 22 one-bedroom apartment units and two two-bedroom apartment units, for a total of 24 apartment units within a rehabilitated existing structure, designed to serve senior citizen tenants exclusively, of age 55 and older. Amenities will include common areas, outdoor covered seating, and an outdoor picnic area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 20, 2011. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 20th day of April, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Cereal Malt Beverage License for River Festival CMB sales
Agreement and MOU regarding disposition of CMB license after the conclusion of River Festival

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the application for an annual CMB license submitted by Joe Schlimm, dba The Bar's Open, to allow sale of CMB at the River Festival. Approve the Agreement and Memorandum of Understanding between the City and Mr. Schlimm for the surrender of the annual CMB license at the conclusion of the River Festival event.

Background: Mr. Schlimm is the Festival's vendor and the license applied for would allow the sale of CMB within the Food Court area and at the West Bank Stage. The director of the Kansas Division of Alcohol Beverage Control recently determined that the City of Wichita's "special event" license used to license premises to allow the sale of CMB on a temporary basis is not recognized under state law. These licenses have been used by vendors for several years to enable the temporary sale of CMB on public property at various community events. The basis for the ABC's challenge is a recent change in state law that requires all CMB licenses issued in Kansas to be annual licenses. As a result, any license issued under the City's special event CMB ordinance is not recognized as issued under state law. Without a license issued under state law, a licensee cannot purchase CMB from a licensed distributor, nor can a distributor sell or deliver CMB to the licensee without violating state law. Due to the volume of CMB that is sold at an event the size of River Festival, the only practical way to dispense the CMB is from kegs, which are available only through distributors, and the large number of kegs dispensed makes delivery of the product the only viable option for the CMB vendor. Approving Mr. Schlimm's license would allow the sale of CMB upon public outdoor property for a calendar year. Accordingly, an agreement has been drafted which provides that, as a condition for granting the annual license for sale of CMB at the River Festival, Mr. Schlimm agrees to surrender that annual license no later than May 16, 2010, which is day following the conclusion of the Festival events.

Analysis: Approval of the annual CMB license would allow the sale of CMB at the River Festival by it's vendor. It would also allow for purchase and delivery of CMB in kegs from a licensed distributor during the Festival. Upon conclusion of the Festival, the Agreement provides for the license to be surrendered and the public area will no longer be considered licensed for CMB sales. This process provides a solution to the problem created by the change in state law, and has been approved by the director of the ABC and conforms with all pertinent City ordinances

Financial Consideration: License fee of $225.00.

Goal Impact: Since 1973 Wichita Festivals, Inc. has been coordinating and producing a multi-day community celebration attracting local residents and tourists from the state of Kansas and surrounding states. Economic Impact from the 2009 event was approximately $20 million dollars.

Legal Consideration: The CMB license application by Mr. Schlimm will be subject to review and approval by required City staff. The Law department has drafted and approved the Agreement and Memorandum of Understanding with Wichita Festivals, Inc. and Mr. Schlimm.

Recommendation/Actions: Approve the annual license for CMB sales at the River Festival by Joe Schlimm. Approve the Agreement and MOU providing for surrender of the annual license at the conclusion of the River Festival event.

Attachment: Agreement and Memorandum of Understanding

AGREEMENT AND
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT AND MEMORANDUM OF UNDERSTANDING is entered into this _____ day of March, 2010 between Wichita Festivals, Inc., 1820 E. Douglas, Wichita, Kansas 67214, a non-for-profit 501(c) (3) corporation existing under the laws of the State of Kansas ("WFI"), WFI vendor Joe Schlimm of The Bar's Open ("Vendor"), and the City of Wichita, Kansas (the "City") to memorialize the agreement of the parties concerning the licensure for sales of cereal malt beverage (CMB) at the 2010 Wichita River Festival.

WHEREAS, in order for CMB to be sold on the premises of the 2010 Wichita River Festival, as license must be issued allowing such activity by the City;

WHEREAS, to be recognized as a CMB license issued under the laws of the State of Kansas, such license must be issued for a calendar year; and

WHEREAS, WFI and Vendor have need of this license only during the dates of the Wichita River Festival event, which is May 6th through May 16th, 2010.

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, WFI, Vendor, and the City agree as follows:

Upon receipt of Vendor's license application, which meets the requirements of State law and City ordinance, the City agrees to grant Vendor a license to sell CMB at the Wichita River Festival upon premises to be delineated in Vendor's license application. Said license will be for the duration of one calendar year as required by the Kansas cereal malt beverage act, specifically, K.S.A. 41-2703(d).

As a condition of accepting said annual license to sell CMB at the Wichita River Festival upon premises delineated in Vendor's license application, Vendor agrees that he will surrender said license back to City upon the close of the Wichita River Festival, and in any event no later than the close of business on May 17, 2010. Vendor will provide a written statement indicating his intent to surrender said license and remit both his statement and his copy of the CMB license to the City Hall Express, 1st Floor, City Hall. WFI agrees to cooperate with and facilitate the surrender and return of Vendor's license if necessary.

The parties agree that this Agreement shall be binding upon the successors and legal representatives of the parties hereto.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

Wichita Festivals, Inc.

By: _____
Janet Wright
Chief Operating Officer

Date: _____

City of Wichita

By: _____
Carl Brewer
Mayor, City of Wichita

Date: _____

Wichita River Festival CMB Vendor

By:_____
Joe Schlimm
The Bar's Open

Date:_____

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports (January 1, 2009 – December 31, 2009)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Receive and file the Actuarial Reports and approve the 2011 employer contribution rates.

Background: The Board of Trustees for both the Wichita Employees' Retirement (WER) System and the Police and Fire (P&F) Retirement System employ 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 assets and liabilities; makes an annual determination of the amount of contributions necessary to meet requirements for annuities and benefits, certifying the results to the Boards; and reviews the operating experience of the Retirement Systems as an evaluation of the adequacy of the recommended actuarial standards.

Analysis: The funding objective of the WER and P&F Retirement Systems is to establish and receive contributions, expressed as percents of active member pensionable payroll, which will remain approximately level from year to year, minimizing increases for future generations of citizens. This funding objective should be attainable, as long as the benefits and the demographic make-up of members does not change materially, and 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. Key results of the actuarial valuations are summarized below.

1. The actuary's valuations state that for the fiscal year beginning January 1, 2011, the City's required contribution to the WER System is 10.2% and the required contribution to the P&F System is 22.0%. 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, 2009. Of the total dollar amount contributed to WER, 4.7% of the 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) contribution rates for the WER and P&F Retirement Systems over the past five (5) years are shown below:

Wichita Employees' Retirement System

Period Ending 12/31	Budget Year	Funded Ratio	Employer Contributions: Pension Trust	Employer Contributions: Pension Reserve
2005	2007	110.6%	4.7%	0.0%
2006	2008	110.2%	4.7%	0.3%
2007	2009	110.5%	4.7%	0.8%
2008	2010	100.1%	8.4%	0.0%
2009	2011	96.3%	10.2%	0.0%

Police and Fire Retirement System

Period Ending 12/31	Budget Year	Funded Ratio	Employer Contributions Pension Trust	Employer Contributions Pension Reserve
2005	2007	99.7%	17.5%	0.9%
2006	2008	101.2%	17.5%	0.9%
2007	2009	102.7%	17.5%	0.0%
2008	2010	95.1%	20.8%	0.0%
2009	2011	92.4%	22.0%	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, 2009 resulted in net losses for both WER and P&F, due mainly to the negative investment experience which was deferred and carried over from 2008. Despite the actual market value return of 21% for 2009, these positive returns were offset by the portion of the 2008 deferred loss which was carried forward and recognized in the current year and resulted in an actuarial rate of return of approximately 4% for 2009. This, in turn, resulted in an increase in the City's required contribution rates for 2011 for both WER and P&F.

Financial Considerations: In conjunction with the actuary's recommendation and in keeping with the City's current policy of maintaining level contribution rates, the City's contribution rates, expressed as a percent of active member pensionable payroll, are increased from 8.4% to 10.2% for WER, and are increased from 20.8% to 22.0% for P&F for the fiscal year 2011.

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 and Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2009 – December 31, 2009) as submitted, and approve the 2011 employer retirement fund contribution rates.

Attachments: Wichita Employees' Retirement System *Actuarial Valuation Report* as of December 31, 2009 and Police and Fire Retirement System of Wichita, Kansas, *Actuarial Valuation Report* as of December 31, 2009.

WICHITA EMPLOYEES' RETIREMENT SYSTEM

ACTUARIAL VALUATION REPORT

AS OF DECEMBER 31, 2009

Prepared by:

Milliman, Inc.
1120 South 101st Street, Suite 400
Omaha, NE 68124-1088

Wichita Employees' Retirement System
Actuarial Valuation Report
as of December 31, 2009

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March 31, 2010

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, 2009 for determining the contribution rate for fiscal year 2011. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2009. There was no change in the actuarial methods from the prior valuation. The assumptions were revised to reflect the experience study performed in 2009.

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 affecting the System. 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.

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

Milliman

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25 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 Wichita Employees' 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 Wichita Employees' Retirement System of Wichita, Kansas operations, and uses data from the Wichita Employees' 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 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.

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.

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

Respectfully Submitted,

MILLIMAN, Inc.

Patrice Beckham

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

Brent A. Banister

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

SECTION 1

BOARD SUMMARY

OVERVIEW

This report presents the results of the December 31, 2009 actuarial valuation of the Wichita Employees' Retirement System (WER). The primary purposes of performing a valuation are to:

- to estimate the liabilities for the benefits provided by the System,
- determine the employer contribution rates required to fund the System on an actuarial basis,
- disclose certain asset and liability measures as of the valuation date,
- to monitor any deviation between actual plan experience and experience predicted by the actuarial assumptions, so that recommendations for assumption changes can be made when appropriate,
- to analyze and report on any significant trends in 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 in this report. 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 (those who have elected to remain in the defined contribution plan).

There were no changes in the benefit provisions from the last valuation. This valuation reflects the new set of assumptions adopted by the Board as the result of the experience study prepared in 2009. The changes to the assumptions included:

- Decrease in the general wage growth assumption from 4.5% to 4.0% as a result of decreasing the price inflation assumption from 4.0% to 3.5%.
- Modification of the retirement rates for both Plans 1 and 2 to better reflect actual experience. The changes increased rates at some ages and decreased them at others.
- Increase in the rates of termination of employment for ages under 32 for the ultimate assumption.
- Lower assumption for indexation of benefits for terminated vested members from 4.5% to 4.0% to be consistent with the general wage growth assumption.

The net impact of the assumption changes, first reflected in this valuation, was a small decrease of $2.7 million in the unfunded actuarial liability (UAL) and a small increase of 0.10% in the normal cost rate.

In the 2008 valuation, actuarial assets were slightly higher than actuarial liability, so there was a small amount of surplus assets. However, the 2009 valuation shows an unfunded actuarial liability of $19.8 million (actuarial liability exceeds actuarial assets). A detailed analysis of the change in the unfunded actuarial liability/(surplus) from December 31, 2008 to December 31, 2009 is shown on page 4. The actuarial valuation results provide a "snapshot" view of the Plan's financial condition on December 31, 2009. The valuation results reflect net unfavorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was higher than expected based on the actuarial assumptions used in the December 31, 2008 actuarial valuation. Unfavorable experience on the actuarial value of assets resulted in a loss of $21.7 million and favorable experience on liabilities resulted in a gain of $1.3 million. Net experience was an actuarial loss of $20.4 million.

The Plan uses an asset smoothing method in the valuation process. As a result, the plan's funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Significant investment losses in 2008 resulted in a deferred (unrecognized) loss of $127 million in the December 31, 2008 valuation. Due to the magnitude of the deferred loss, there was a loss on the actuarial value of assets this year despite a return on market value of 21%. The loss recognized in the December 31, 2009 valuation was less than it would have been if the rate of return in 2009 had been lower. However, as of December 31, 2009, the actuarial value of assets exceeds the market value by about $65 million or 15%, so there are still significant deferred investment losses. Actual returns over the next few years will determine if and how, the $65 million of deferred investment loss is recognized. For example, a return of 22% on the market value of assets in 2010 would be necessary to attain a return of 7.75% on the actuarial value of assets.

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

ASSETS

As of December 31, 2009, the System had total assets, when measured on a market value basis, of $444 million. This was an increase of $58 million from the December 31, 2008 figure of $386 million. The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the "actuarial value of assets". The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 12 for a detailed development of the actuarial value of assets. Because part of the deferred investment loss from 2008 was recognized this year, the rate of return on the actuarial value of assets was 4%. Even with strong returns in 2009, the actuarial value of assets remains 15% higher than the actual market value.

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

	Market Value ($M)	**Actuarial Value ($M)**
Assets, December 31, 2008	$385.6	$512.9
• City and Member Contributions	7.9	7.9
• Benefit Payments, Refunds and Transfers	(28.5)	(28.5)
• Investment Income (net of expenses)	79.4	17.2
Assets, December 31, 2009	$444.4	$509.5

The unrecognized investment losses represent about 15% of the market value of assets. Unless offset by future investment gains or other favorable experience, the recognition of the $65 million loss is expected to have a significant impact on the future funded ratio and actuarial contribution requirement. If the deferred losses were recognized immediately in the actuarial value of assets, the funded percentage would decrease from 96% to 84% and the actuarially determined contribution rate would increase from 10.2% to 15.8%.

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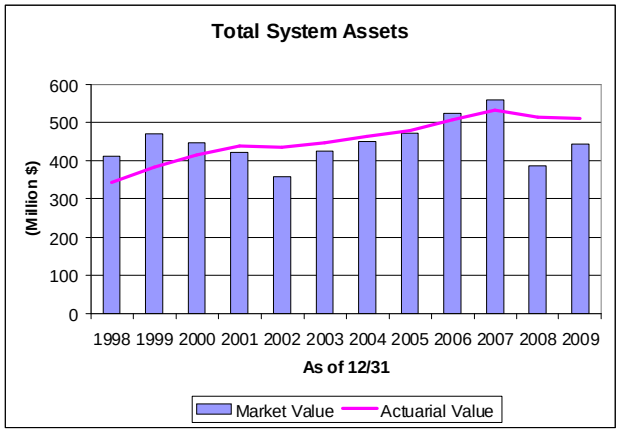
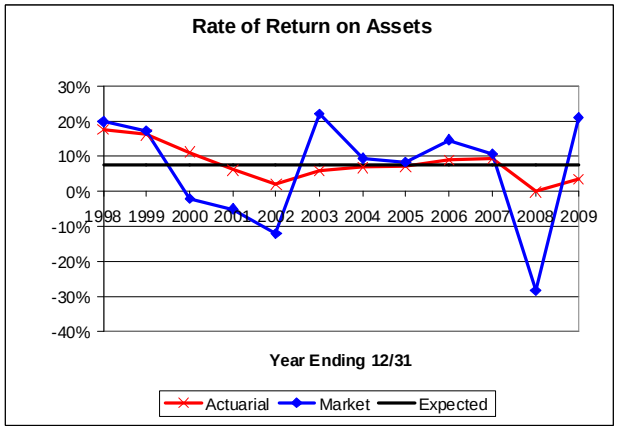


The actuarial value of assets has both been greater than and less than the market value of assets during this period, which is expected when using a smoothing method.



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

LIABILITIES

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

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

Actuarial Liability	$529,271,471
Actuarial Value of Assets	509,493,888
Unfunded Actuarial Liability/(Surplus)	$ 19,777,583

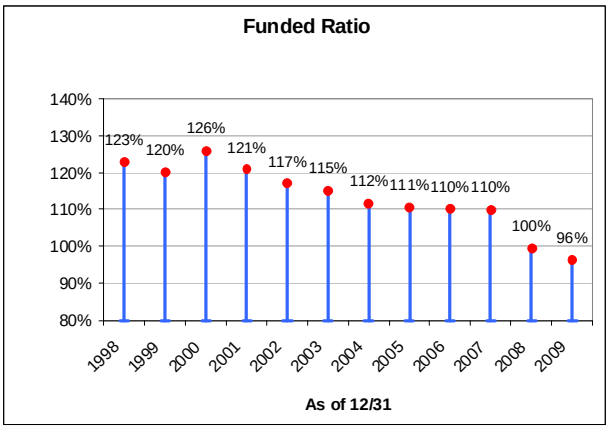
Between December 31, 2008 and December 31, 2009 the change in the unfunded actuarial liability for the System was as follows (in millions):

	$(M)
UAL, December 31, 2008	(0.5)
+ Normal cost for year	10.1
+ Assumed investment return for year	0.7
- Actual contributions (member + City)	7.9
- Assumed investment return on contributions	0.3
= Expected Unfunded Actuarial Liability, December 31, 2009	2.1
+ Change from amendments	0.0
+ Change from assumption changes	(2.7)
= Expected UAL after changes	(0.6)
Actual UAL, December 31, 2009	19.8
Experience gain/(loss) (Expected UAL – Actual UAL)	(20.4)

The experience loss for the 2009 plan year of $20.4 million reflects the combined impact of an actuarial loss of about $21.7 million on System assets (actuarial value), and an actuarial gain of about $1.3 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.

	12/31/05	12/31/06	12/31/07	12/31/08	12/31/09
Actuarial Liability ($M)	$433.3	$459.1	$483.4	$512.4	$529.3
Actuarial Value of Assets ($M)	479.3	505.8	533.9	512.9	509.5
Funded Ratio (Actuarial Value)	110.6%	110.2%	110.5%	100.1%	96.3%
Funded Ratio (Market Value)	108.8%	114.1%	115.8%	75.3%	84.0%



The funded ratio has declined over the last decade due to various reasons including benefit improvements, assumption changes and most significantly, investment experience. There are still significant deferred investment losses that will be recognized in future years, absent investment returns above the 7.75% assumption. If this occurs, the funded ratio will continue to decline.

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As mentioned earlier in this report, due to the asset smoothing method there is currently about $65 million difference between the actuarial value and the market value of assets. To the extent there is not favorable investment experience to offset the deferred losses, the $65 million loss will be recognized in future years and the System's funded status will decline. The System's funded status in future years will be heavily dependent on actual investment returns.

CONTRIBUTION RATES

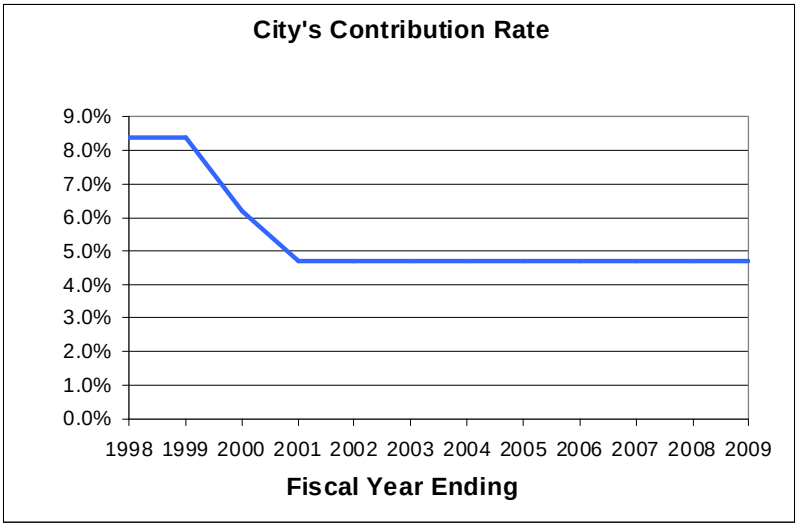
Generally, contributions to the System consist of:

- 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 2011 is based on the December 31, 2009 actuarial valuation results.

As of December 31, 2009, the actuarial liability exceeds the actuarial value of assets. The resulting unfunded actuarial liability, when amortized over a 20-year rolling period, results in an amortization cost of 1.7% of pay. The contribution rate is the sum of the employer portion of the normal cost rate and the amortization cost. This valuation indicates the City's contribution rate to be 10.2% of pay.

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



COMMENTS

The stock market losses in 2008 are still impacting most public retirement plans. The December 31, 2009 valuation reflected a loss on the actuarial value of assets despite a return on market value of 21%, due to the use of an asset smoothing method, which smoothes out the peaks and valleys of investment returns. The System utilizes an asset smoothing method that determines the actuarial value of assets as 75% of the expected value (using the 7.75% actuarial assumed rate of return) and 25% of actual market value. Because part of the 2008 deferred loss was recognized this year, the rate of return on the actuarial value of assets for the 2009 plan year was about 4% despite a return on market value of 21%.

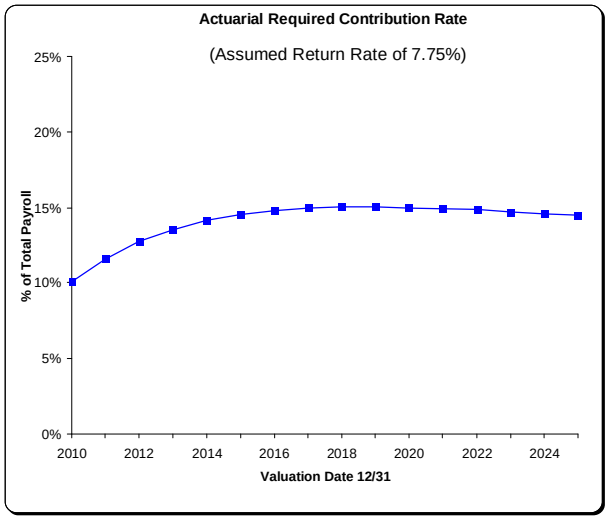
Given the size of the deferred investment loss ($65M), the System's funded status could decrease and the actuarial contribution rate increase in future valuations absent favorable experience to offset the impact of the deferred losses. The City should be prepared for significantly higher contribution rates in the next few years, and perhaps longer depending on future rates of return.

While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred (unrecognized) investment experience. The key valuation results from the December 31, 2009 actuarial valuation are shown below using both the actuarial value of assets and the pure market value.

	Using Actuarial Value of Assets	**Using Market Value of Assets**
Actuarial Liability	$529,271,471	$529,271,471
Asset Value	509,493,888	444,447,344
Unfunded actuarial liability	$ 19,777,583	$ 84,824,127
Funded Ratio	96.3%	84.0%
Normal Cost Rate	13.3%	13.3%
UAL Contribution Rate	1.7%	7.3%
Total Contribution Rate	15.0%	20.6%
Employee Contribution Rate	(4.8%)	(4.8%)
Employer Contribution Rate	10.2%	15.8%

The asset smoothing method impacts only the timing of recognizing the actual market experience on the assets. Due to deferred investment experience from 2008, the actuarial value of assets exceeds the pure market value by 15%, despite strong returns in 2009. If there are not higher returns than 7.75% consistently over the next few years, the $65 million of deferred investment experience will be recognized and the ultimate impact on the employer contribution rate can be expected to be similar to the column shown above using market value of assets.

The following graph shows the expected increase in the employer contribution rate in future years if 7.75% is earned in all future years and the full actuarial contribution rate is made by the City in all future years.



SUMMARY OF PRINCIPAL RESULTS

1. PARTICIPANT DATA	12/31/2009 Valuation	12/31/2008 Valuation	% Change
Number of:			
Active Members			
Plan 1	18	34	(47.1)%
Plan 2	981	941	4.3%
Plan 3 (excluding Plan 3b)	740	852	(13.1)%
Total	1,739	1,827	(4.8)%
DROP Members			
Plan 1	62	58	6.9%
Plan 2	17	17	0.0%
Total	79	75	5.3%
Retired Members and Beneficiaries	1,181	1,167	1.2%
Inactive Vested Members	131	131	0.0%
Total Members	3,130	3,200	(2.2)%
Annual Valuation Payroll of Active Members (Including DROP)			
Plan 1	$ 4,656,987	$ 5,233,211	(11.0)%
Plan 2	50,505,323	46,988,203	7.5%
Plan 3	27,556,452	29,824,401	(7.6)%
Total	$ 82,718,762	$ 82,045,815	0.8%
Annual Retirement Payments for Retired Members and Beneficiaries	$ 28,730,505	$ 27,520,308	4.4%
2. ASSETS AND LIABILITIES			
Total Actuarial Liability	$ 529,271,471	$ 512,373,522	3.3%
Market Value of Assets	444,447,344	385,599,194	15.3%
Assets for Valuation Purposes	509,493,888	512,853,345	(0.7)%
Unfunded Actuarial Liability/(Surplus)	$ 19,777,583	$ (479,823)	(4,221.8)%
Funded Ratio	96.3%	100.1%	(3.8)%
3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL			
Normal Cost	13.3%	13.2%	0.8%
Member Financed	4.8%	4.8%	0.0%
Employer Normal Cost	8.5%	8.4%	1.2%
Amortization of Unfunded Actuarial Liability/(Surplus)	1.7%	0.0%	NA
Range of Employer Contribution Rates			
Minimum (Normal Cost Rate)	NA	8.4%	NA
With Amortization Charge/(Credit)	10.2%	8.4%	21.4%

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.

SECTION 2

SCOPE OF THE REPORT

This report presents the actuarial valuation of the Wichita Employees' Retirement System (WER) as of December 31, 2009. 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.

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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, 2009. 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, 2009, the market value of assets for the System, excluding Plan 3b assets for members who have elected to remain in Plan 3, was $444 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2008, and December 31, 2009, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2008 to December 31, 2009.

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, 2009.

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TABLE 1

WICHITA EMPLOYEES' RETIREMENT SYSTEM

ANALYSIS OF NET ASSETS AT MARKET VALUE

	As of December 31, 2009		As of December 31, 2008	
	Amount ($ Millions)	% of Total	Amount ($ Millions)	% of Total
Cash and Equivalents	$ 0.1	0.0 %	$ 0.1	0.0 %
Government Securities	29.2	6.8	30.7	8.2
Corporate Debt	49.6	11.5	50.5	13.4
Mortgage Backed Securities	52.9	12.2	65.1	17.3
Pooled Funds	63.6	14.7	43.9	11.7
Domestic Equity	148.2	34.3	113.4	30.2
International Equity	81.0	18.8	63.9	17.0
Real Estate	13.6	3.1	26.2	7.0
Securities Lending Collateral Pool	68.9	15.9	55.2	14.7
Other	0.4	0.1	0.4	0.1
Receivables	6.3	1.5	8.6	2.3
Liabilities	(81.5)	(18.9)	(82.1)	(21.9)
Total Plans 1 and 2	$ 432.3	100.0 %	$ 375.9	100.0 %
Plan 3 Assets				
Members Electing to Stay in Plan 3	$ 3.0		$ 2.2	
Other Plan 3 Members	12.2		9.7	
Total Plan 3 and 3b	15.2		11.9	
Net Assets (Plans 1, 2, and 3)	$ 447.5		$ 387.8	

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TABLE 2

WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF CHANGES IN NET ASSETS DURING YEAR ENDED DECEMBER 31, 2009

(Market Value)

	Plans 1 & 2	Plan 3*	Total
1. Market Value of Assets as of December 31, 2008	$ 375,864,154	$ 9,735,040	$ 385,599,194
2. Contributions:			
a. Members	$ 2,639,080	$ 1,341,754	$ 3,980,834
b. City	2,545,331	1,341,754	3,887,085
c. Other	0	0	0
d. Transfers	1,664,681	(1,877,852)	(213,171)
e. Total [2(a) + 2(b) + 2(c) + 2(d)]	$ 6,849,092	$ 805,656	$ 7,654,748
3. Investment Income:			
a. Interest and Dividends	$ 12,334,799	$ 328,324	$ 12,663,123
b. Net Appreciation in Fair Value	67,115,314	1,829,426	68,944,740
c. Commission Recapture	53,553	1,405	54,958
d. Securities Lending Income	374,634	9,873	384,507
e. Total [3(a) + 3(b) + 3(c) + 3(d)]	$ 79,878,300	$ 2,169,028	$ 82,047,328
4. Expenditures:			
a. Refunds of Member Contributions	$ 247,890	$ 362,729	$ 610,619
b. Benefits Paid:			
(1) Pension and death benefits	25,329,859	0	25,329,859
(2) DROP payments	2,352,858	0	2,352,858
c. Administrative Expenses	508,727	130,030	638,757
d. Investment Expenses	1,867,182	54,651	1,921,833
e. Total [4(a) + 4(b) + 4(c) + 4(d)]	$ 30,306,516	$ 547,410	$ 30,853,926
5. Net Change [2(e) + 3(e) - 4(e)]	$ 56,420,876	$ 2,427,274	$ 58,848,150
6. Market Value of Assets as of December 31, 2009 (1) + (5)	$ 432,285,030	$ 12,162,314	$ 444,447,344

* Excludes assets for Plan 3b members. The December 31, 2009 value of the assets for this group was $3,032,679.

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TABLE 3

WICHITA EMPLOYEES' RETIREMENT SYSTEM

DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS

AS OF DECEMBER 31, 2009

		Plans 1 & 2		Plan 3*		Total
1. Actuarial Value of Assets as of December 31, 2008	$	499,953,746	$	12,899,599	$	512,853,345
2. Actual Contributions / Disbursements						
a. Contributions	$	5,184,411	$	2,683,508	$	7,867,919
b. Transfers		1,664,681		(1,877,852)		(213,171)
c. Benefit Payments and Refunds		(27,930,607)		(362,729)		(28,293,336)
d. Net (a + b + c)	$	(21,081,515)	$	442,927	$	(20,638,588)
3. Expected Value of Assets as of December 31, 2009 [(1) x 1.0775] + [(2d) x $(1.0775)^{.5}$]	$	516,816,980	$	14,359,088	$	531,176,068
4. Market Value of Assets as of December 31, 2009	$	432,285,030	$	12,162,314	$	444,447,344
5. Difference Between Market and Expected Values (4) - (3)	$	(84,531,950)	$	(2,196,774)	$	(86,728,724)
6. Actuarial Value of Assets as of December 31, 2009 (3) + [(5) x 25%]	$	495,683,993	$	13,809,895	$	509,493,888
7. Actuarial Value of Assets / Market Value of Assets (6) / (4)		114.67%		113.55%		114.64%
8. Market Value less Actuarial Value of Assets (4) - (6)	$	(63,398,963)	$	(1,647,581)	$	(65,046,544)

* Excludes Plan 3b.

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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, 2009. 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, 2009.

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, 2009

	Plan 1	Plan 2	Plan 3	Total
1. Active employees				
a. Retirement Benefit	$ 8,890,743	$ 198,180,213	$ 43,259,337	$ 250,330,293
b. Pre-Retirement Death Benefit	5,960	2,280,058	586,519	2,872,537
c. Withdrawal Benefit	71,269	12,826,335	6,898,929	19,796,533
d. Disability Benefit	13,904	5,285,989	1,619,761	6,919,654
e. Total	$ 8,981,876	$ 218,572,595	$ 52,364,546	$ 279,919,017
2. DROP Members				
a. DROP Account Balance	$ 7,558,697	$ 804,653	$ 0	$ 8,363,350
b. Monthly Retirement Benefit	38,726,544	5,123,863	0	43,850,407
c. Total	$ 46,285,241	$ 5,928,516	$ 0	$ 52,213,757
3. Inactive Vested Members	$ 1,039,283	$ 18,744,844	$ 0	$ 19,784,127
4. Inactive Nonvested Members	$ 0	$ 0	$ 0	$ 0
5. In Pay Members				
a. Disabled Members	$ 1,941,207	$ 1,581,261	$ 0	$ 3,522,468
b. Retirees	192,549,319	42,366,472	0	234,915,791
c. Beneficiaries	17,473,681	3,700,906	0	21,174,587
d. Total	$ 211,964,207	$ 47,648,639	$ 0	$ 259,612,846
6. Total PVFB				
(1e) + (2c) + (3) + (4) + (5d)	$ 268,270,607	$ 290,894,594	$ 52,364,546	$ 611,529,747

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TABLE 5

WICHITA EMPLOYEES' RETIREMENT SYSTEM

ACTUARIAL LIABILITY
AS OF DECEMBER 31, 2009

	Plan 1	Plan 2	Plan 3	Total
1. Active employees				
a. Present Value of Future Benefits	$ 8,981,876	$ 218,572,595	$ 52,364,546	$ 279,919,017
b. Present Value of Future Normal Costs	1,208,682	47,660,839	35,036,336	83,905,857
c. Actuarial Liability (1a) - (1b)	$ 7,773,194	$ 170,911,756	$ 17,328,210	$ 196,013,160
2. DROP Members	$ 46,285,241	$ 5,928,516	$ 0	$ 52,213,757
3. Inactive Vested Members	$ 1,039,283	$ 18,744,844	$ 0	$ 19,784,127
4. Inactive Nonvested Members	$ 0	$ 0	$ 0	$ 0
5. In Pay Members				
a. Disabled Members	$ 1,941,207	$ 1,581,261	$ 0	$ 3,522,468
b. Retirees	192,549,319	42,366,472	0	234,915,791
c. Beneficiaries	17,473,681	3,700,906	0	21,174,587
d. Total	$ 211,964,207	$ 47,648,639	$ 0	$ 259,612,846
6. Reserve for Plan 3 Members	$ 0	$ 0	$ 1,647,581	$ 1,647,581
7. Total Actuarial Liability (1c) + (2) + (3) + (4) + (5d) + (6)	$ 267,061,925	$ 243,233,755	$ 18,975,791	$ 529,271,471

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TABLE 6

WICHITA EMPLOYEES' RETIREMENT SYSTEM

PRESENT VALUE OF ACCRUED BENEFITS
AS OF DECEMBER 31, 2009

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 the accrued benefit liability does not reflect this provision until the assumed termination of employment.

	Plan 1	Plan 2	Plan 3	Total
1. Active Members	$ 8,233,785	$ 109,868,049	$ 12,162,314	$ 130,264,148
2. DROP Members	$ 46,285,241	$ 5,928,516	$ 0	$ 52,213,757
3. Inactive Vested Members	$ 1,039,283	$ 18,744,844	$ 0	$ 19,784,127
4. In Pay Members				
a. Disabled Members	$ 1,941,207	$ 1,581,261	$ 0	$ 3,522,468
b. Retirees	192,549,319	42,366,472	0	234,915,791
c. Beneficiaries	17,473,681	3,700,906	0	21,174,587
d. Total	$ 211,964,207	$ 47,648,639	$ 0	$ 259,612,846
5. Total	$ 267,522,516	$ 182,190,048	$ 12,162,314	$ 461,874,878
6. Market Value of Assets*	$ 257,155,321	$ 175,129,709	$ 12,162,314	$ 444,447,344
7. Funded Ratio (6)/(5)	96%	96%	100%	96%

* 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, 2009 actuarial valuation will be used to determine employer contribution rates to the Wichita Employees' Retirement System for fiscal year 2011. 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, 2009, the actuarial value of assets was less than the actuarial liability, resulting in an unfunded actuarial liability (UAL). The City's funding policy is to amortize the UAL over a rolling 20-year period. The amortization of the UAL is in addition to the employer normal cost rate.

Contribution Rate Summary

In Table 7, the amortization credit related to the surplus, as of December 31, 2009, is developed. Table 8 develops the normal cost rate for the System. The derivation of the contribution rate for the City is shown in Table 9. Table 10 shows the historical summary of the City's contribution rates. Table 11 develops the experience gain/(loss) for the year ended December 31, 2009.

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, 2009 VALUATION

DERIVATION OF UNFUNDED ACTUARIAL LIABILITY CONTRIBUTION RATE

1. Actuarial Liability	$	529,271,471	
2. Actuarial Value of Assets	$	509,493,888	
3. Unfunded Actuarial Liability/(Surplus)	$	19,777,583	
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years *	$	1,407,594	
5. Total Projected Payroll for the Year	$	84,356,917	
6. Amortization Payment as a Percent of Payroll		1.7	%

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

TABLE 8

WICHITA EMPLOYEES' RETIREMENT SYSTEM

DECEMBER 31, 2009 VALUATION

DERIVATION OF NORMAL COST RATE

Normal Cost at December 31, 2009		
Service pensions	$	8,022,373
Disability pensions		312,961
Survivor pensions		129,627
Termination benefits		
- Deferred service pensions		947,198
- Return of member contributions		837,832
Total Normal Cost	$	10,249,991
Covered Payroll for Members Under Certain Retirement Age	$	77,283,701
Total Normal Cost Rate for Year		13.3%

TABLE 9

WICHITA EMPLOYEES' RETIREMENT SYSTEM
EMPLOYER CONTRIBUTION RATES
FOR FISCAL YEAR
COMMENCING IN 2011

	Contribution Requirements as % of Payroll
Normal Cost	
Service pensions	10.4 %
Disability pensions	0.4 %
Survivor pensions	0.2 %
Termination benefits	
- Deferred service pensions	1.2 %
- Return of member contributions	1.1 %
Total Normal Cost	13.3 %
Unfunded Actuarial Liability	
Retired members and beneficiaries (1)	0.0 %
Active and former members (2)	1.7 %
Total UAL Contribution	1.7 %
Total Contribution Requirement	
Member Financed Portion (3)	4.8 %
City Financed Portion	10.2 %
Total	15.0 %

(1) Actuarial value of assets exceeds the actuarial liability for retirees and beneficiaries as of December 31, 2009.

(2) The unfunded actuarial liability is amortized as a level percent of active member payroll over a rolling 20-year period.

(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, 2009, the actuarial value of assets is less than actuarial liabilities resulting in an unfunded actuarial liability (UAL). The UAL is amortized over a rolling 20-year period.

		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)
12/31/08	2010	8.4	0.0
12/31/09	2011	10.2	0.0

TABLE 11

WICHITA EMPLOYEES' RETIREMENT SYSTEM

DERIVATION OF SYSTEM EXPERIENCE GAIN/(LOSS)

			($M) Year Ended 12/31/09
(1)		UAL* at start of year	(0.5)
(2)	+	Normal cost for year	10.1
(3)	+	Assumed investment return on (1) & (2)	0.7
(4)	-	Actual contributions (member + City)	7.9
(5)	-	Assumed investment return on (4)	0.3
(6)	=	Expected UAL at end of year	2.1
(7)	+	Increase (decr.) from amendments	0.0
(8)	+	Increase (decr.) from assumption change	(2.7)
(9)	=	Expected UAL after changes	(0.6)
(10)	=	Actual UAL at year end	19.8
(11)	=	Experience gain (loss) (9) – (10)	(20.4)**
(12)	=	Percent of beginning of year AL	4.0%

* *Unfunded Actuarial Liability/(Surplus)*

** *Of this amount, $21.7 million of the experience loss is due to an experience loss on the actuarial value of assets and $1.3 million represents an experience gain on liabilities.*

SECTION 6

ACCOUNTING INFORMATION

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

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

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2009. Significant actuarial assumptions used in determining the actuarial liability include:

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

(b) projected salary increases of 4.00% per year compounded annually, (3.5% attributable to inflation, and 0.50% attributable to productivity),

(c) additional projected salary increases of 0.25% to 3.2% per year attributable to seniority/merit, and

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

Actuarial Liability:	
Active members	$197,660,741
DROP members	52,213,757
Retired members and beneficiaries currently receiving benefits	259,612,846
Vested terminated members not yet receiving benefits	19,784,127
Total Actuarial Liability	$529,271,471
Actuarial Value of Assets (market value was $444,447,344)	$509,493,888
Unfunded Actuarial Liability	19,777,583

During the year ended December 31, 2009, the Plan experienced a net increase of $17 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 (UAL) (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)
12/31/08*	512,853**	512,374	(480)	100.1	81,580	(0.6)
12/31/09*	509,494**	529,271	19,778	96.3	82,704	23.9

Rounded 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 an on-going concern basis. Analysis of this percentage over time indicates whether the System is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the 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
2008	12/31/06	3,834,270*	100.0
2009	12/31/07	3,887,085*	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, 2009
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level percent of payroll, open
Remaining Amortization Period	20 years
Asset Valuation Method	Expected + 25% of (Market – Expected Values)
Actuarial Assumptions:	
Investment Rate of Return*	7.75%
Projected Salary Increases*	4.25% - 7.20%
* Includes Inflation at	3.50%
Cost-of-Living Adjustments	3.00% Non-compounded (Plan 1) 2.00% Non-compounded (Plan 2)

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TABLE 14

WICHITA EMPLOYEES' RETIREMENT SYSTEM

SOLVENCY TEST

Valuation Date	Aggregate Actuarial Liability For (1) Active Member Contributions	(2) Retirants and Beneficiaries*	(3) Active Members (Employer Financed Portion)	Reported Valuation Assets	Portion of Actuarial Liabilities Covered by Reported 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
12/31/08	46,541,280	272,176,420	193,655,822	512,853,345	100.0	100.0	100.2
12/31/09	49,152,328	279,396,973	200,722,170	509,493,888	100.0	100.0	90.1

During the twelve months ended December 31, 2009, the Wichita Employees' Retirement System generated a net experience loss of $20 million dollars. The amount is 3.9% 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, 2008 to December 31, 2009

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 12/31/08	34	941	852	58	17	867	300	6	125	3,200
New Members	0	0	+51	0	0	+12	+5	0	0	+68
Transfers	0	+85	-98	0	0	0	0	0	0	-13
Terminations				0	0					
Refunded	0	-6	-62	0	0	0	0	0	-1	-69
Deferred Vested	0	-10	0	0	0	0	0	0	+10	0
Retirements										
Service	-4	-20	0	-8	-5	+14	+33	-2	-8	0
Disability	-0	-2	0	0	0	0	+2	0	0	0
DROP	-12	-5	0	+12	+5	0	0	0	0	0
Deaths				0	0					
Cashed Out	0	-1	-3	0	0	0	0	0	-1	-5
With Beneficiary	0	-1	0	0	0	-11	-4	0	0	-16
Without Beneficiary	0	0	0	0	0	-32	-5	0	0	-37
Data Adjustments	0	0	0	0	0	0	0	0	+2	+2
Members as of 12/31/09	**18**	**981**	**740**	**62**	**17**	**850**	**331**	**4**	**127**	**3,130**

APPENDIX A (continued)

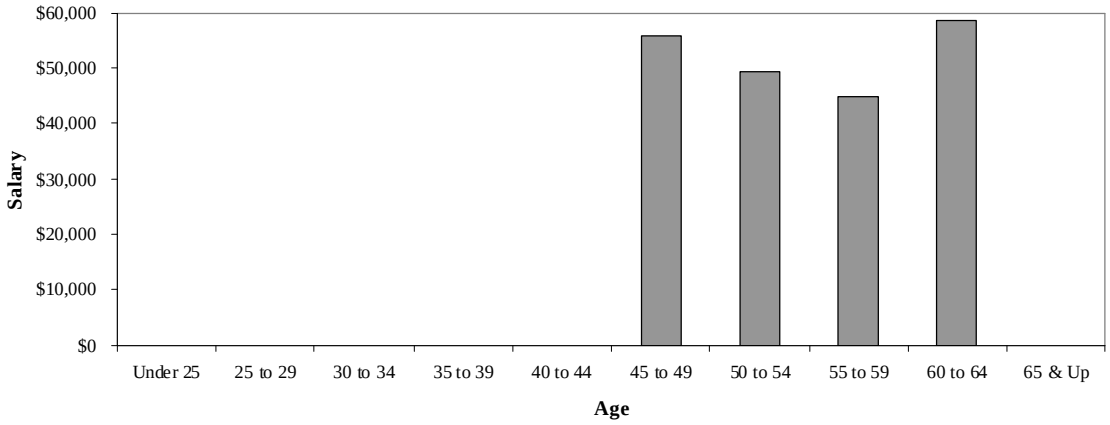
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

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	2	0	2	111,800	-	111,800
50 to 54	4	2	6	202,968	93,345	296,313
55 to 59	4	5	9	182,169	222,964	405,133
60 to 64	0	1	1	-	58,488	58,488
65 & Up	0	0	0	-	-	-
Total	10	8	18	$ 496,937	$ 374,797	$ 871,734

Average Salary by Age



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APPENDIX A (continued)

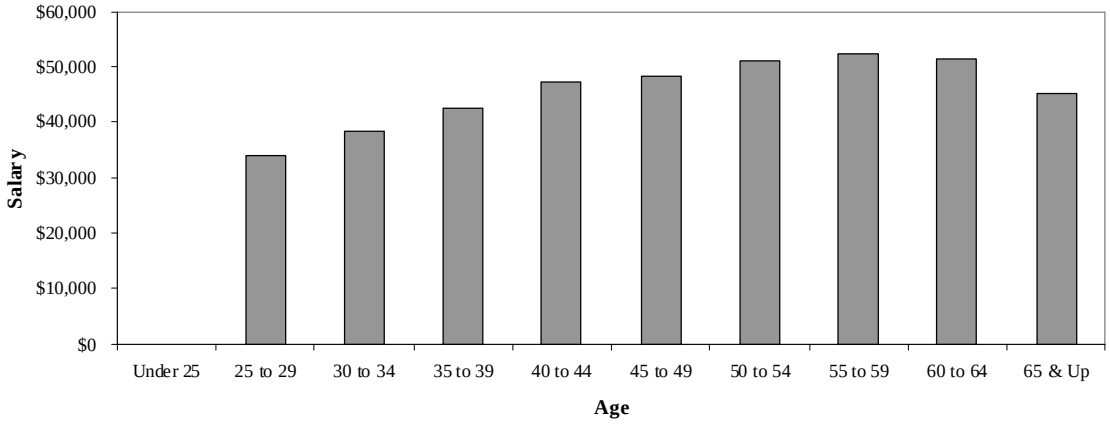
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

Plan 2

	Number			Valuation Salaries		
Age	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	$ -	$ -	$ -
25 to 29	10	1	11	339,297	35,876	375,173
30 to 34	18	13	31	668,841	519,215	1,188,056
35 to 39	33	22	55	1,422,263	911,085	2,333,348
40 to 44	66	53	119	3,127,707	2,508,616	5,636,323
45 to 49	108	68	176	5,079,069	3,420,663	8,499,732
50 to 54	137	91	228	7,036,097	4,583,475	11,619,572
55 to 59	144	93	237	7,512,697	4,905,461	12,418,158
60 to 64	67	45	112	3,692,949	2,081,369	5,774,318
65 & Up	7	5	12	328,564	215,427	543,991
Total	590	391	981	$ 29,207,484	$ 19,181,187	$ 48,388,671

Average Salary by Age



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APPENDIX A (continued)

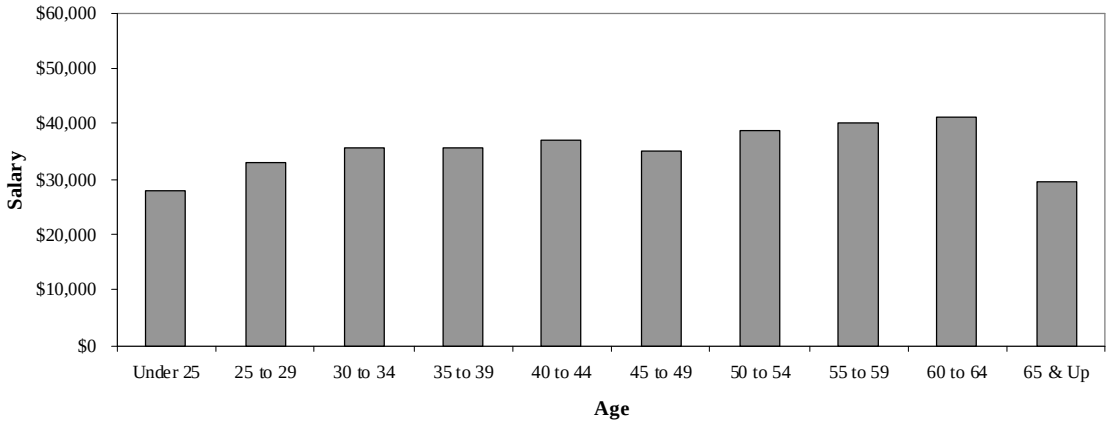
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF ACTIVE MEMBERS
as of December 31, 2009

Plan 3

	Number			Valuation Salaries		
Age	Male	Female	Total	Male	Female	Total
Under 25	22	10	32	$ 598,337	$ 293,161	$ 891,498
25 to 29	79	45	124	2,639,463	1,432,998	4,072,461
30 to 34	68	44	112	2,319,403	1,668,598	3,988,001
35 to 39	45	38	83	1,612,775	1,355,280	2,968,055
40 to 44	69	24	93	2,539,155	923,888	3,463,043
45 to 49	51	35	86	1,806,686	1,201,839	3,008,525
50 to 54	62	31	93	2,549,590	1,058,165	3,607,755
55 to 59	43	29	72	1,783,235	1,114,332	2,897,567
60 to 64	28	12	40	1,137,489	515,127	1,652,616
65 & Up	4	1	5	102,931	44,087	147,018
Total	471	269	740	$ 17,089,064	$ 9,607,475	$ 26,696,539

Average Salary by Age



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APPENDIX A (continued)

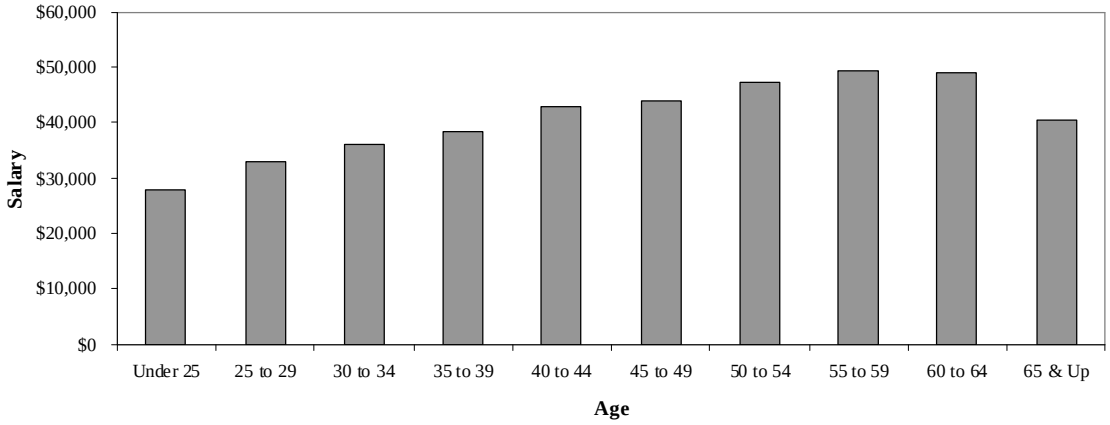
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

All Plans

	Number			Valuation Salaries		
Age	Male	Female	Total	Male	Female	Total
Under 25	22	10	32	$ 598,337	$ 293,161	$ 891,498
25 to 29	89	46	135	2,978,760	1,468,874	4,447,634
30 to 34	86	57	143	2,988,244	2,187,813	5,176,057
35 to 39	78	60	138	3,035,038	2,266,365	5,301,403
40 to 44	135	77	212	5,666,862	3,432,504	9,099,366
45 to 49	161	103	264	6,997,555	4,622,502	11,620,057
50 to 54	203	124	327	9,788,655	5,734,985	15,523,640
55 to 59	191	127	318	9,478,101	6,242,757	15,720,858
60 to 64	95	58	153	4,830,438	2,654,984	7,485,422
65 & Up	11	6	17	431,495	259,514	691,009
Total	1,071	668	1,739	$ 46,793,485	$ 29,163,459	$ 75,956,944

Average Salary by Age



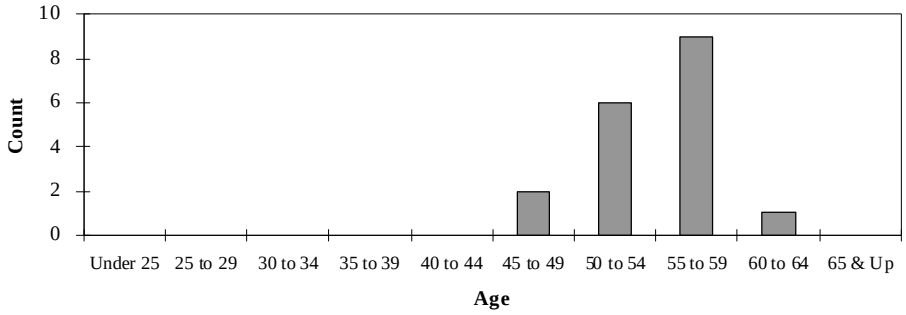
APPENDIX A (continued)

WICHITA EMPLOYEES' RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

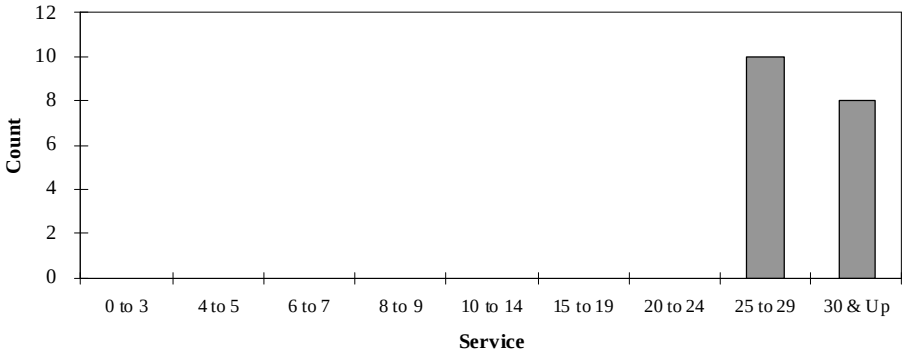
Plan 1

	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	2	0	2
50 to 54	0	0	0	0	0	0	0	5	1	6
55 to 59	0	0	0	0	0	0	0	2	7	9
60 to 64	0	0	0	0	0	0	0	1	0	1
65 & Up	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	10	8	18

Age Distribution



Service Distribution



Average age: 54.5 Average service: 29.7

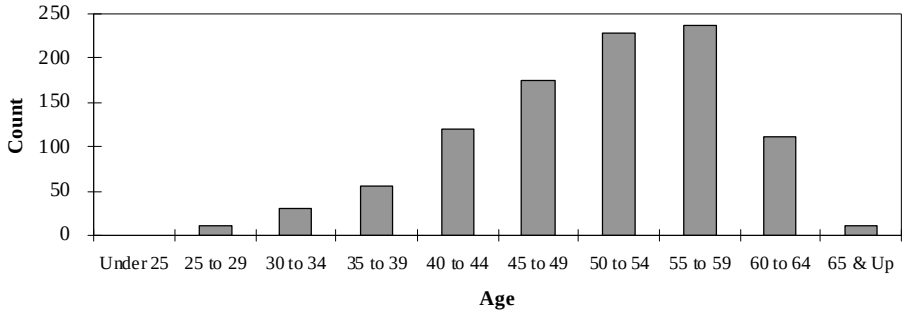
APPENDIX A (continued)

WICHITA EMPLOYEES' RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

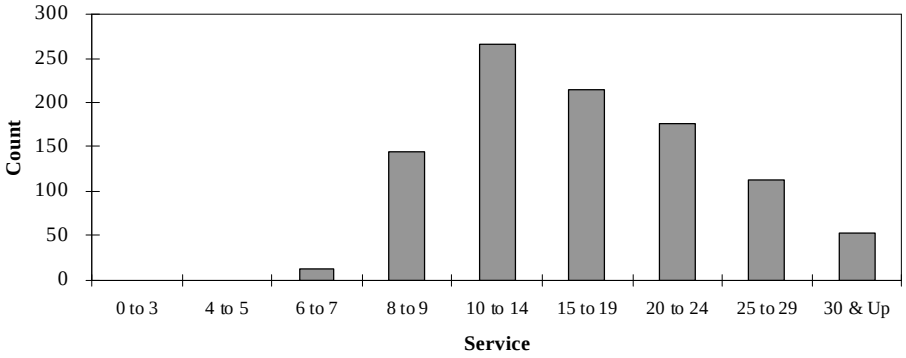
Plan 2

	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	1	10	0	0	0	0	0	11
30 to 34	0	0	0	17	13	1	0	0	0	31
35 to 39	0	0	0	17	32	5	1	0	0	55
40 to 44	0	0	6	19	35	38	21	0	0	119
45 to 49	0	0	2	28	40	44	36	24	2	176
50 to 54	0	0	0	25	56	51	47	39	10	228
55 to 59	0	0	2	14	55	50	49	38	29	237
60 to 64	0	0	1	11	34	21	22	12	11	112
65 & Up	0	0	0	4	2	5	1	0	0	12
Total	0	0	12	145	267	215	177	113	52	981

Age Distribution



Service Distribution



Average age: 50.7 Average service: 16.7

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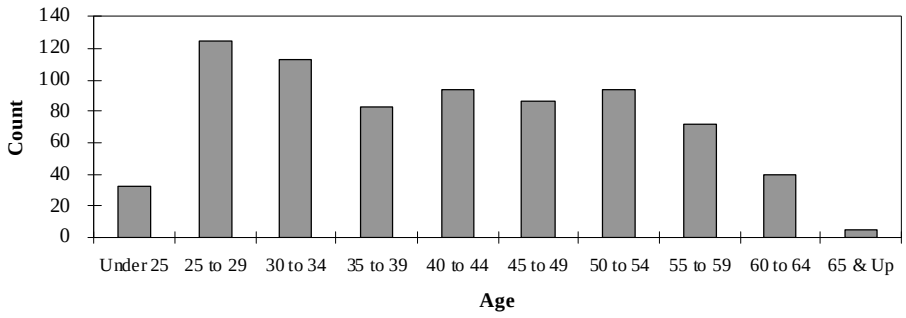
APPENDIX A (continued)

WICHITA EMPLOYEES' RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

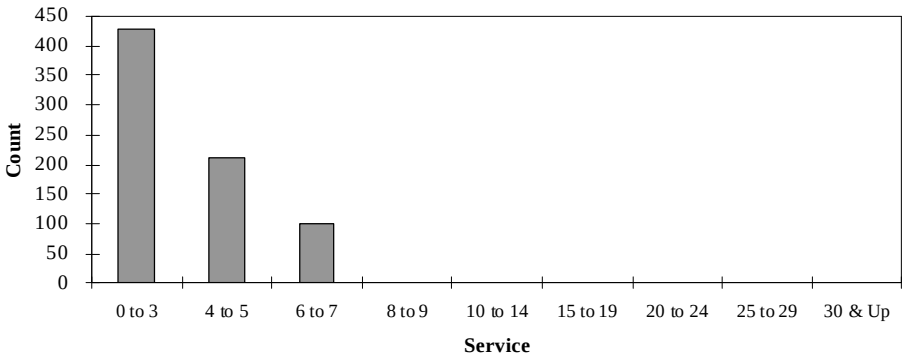
Plan 3

	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	29	3	0	0	0	0	0	0	0	32
25 to 29	80	36	8	0	0	0	0	0	0	124
30 to 34	74	30	8	0	0	0	0	0	0	112
35 to 39	51	19	13	0	0	0	0	0	0	83
40 to 44	50	32	11	0	0	0	0	0	0	93
45 to 49	41	24	21	0	0	0	0	0	0	86
50 to 54	42	31	20	0	0	0	0	0	0	93
55 to 59	36	25	11	0	0	0	0	0	0	72
60 to 64	21	13	6	0	0	0	0	0	0	40
65 & Up	4	0	1	0	0	0	0	0	0	5
Total	428	213	99	0	0	0	0	0	0	740

Age Distribution



Service Distribution



Average age: 41.0 Average service: 3.4

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APPENDIX A (continued)

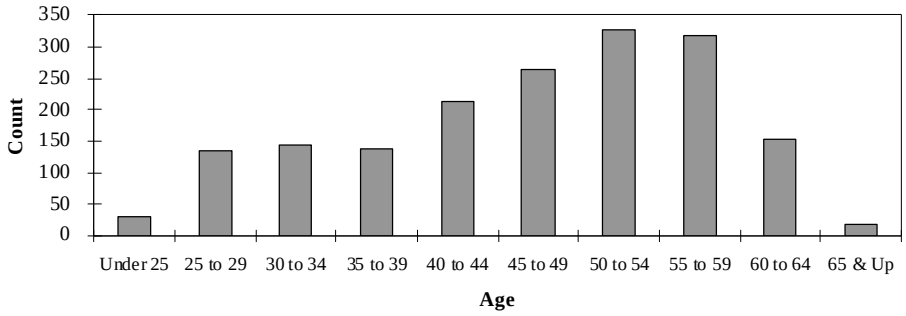
WICHITA EMPLOYEES' RETIREMENT SYSTEM

DISTRIBUTION OF ACTIVE MEMBERS
(Excluding DROP Members)
as of December 31, 2009

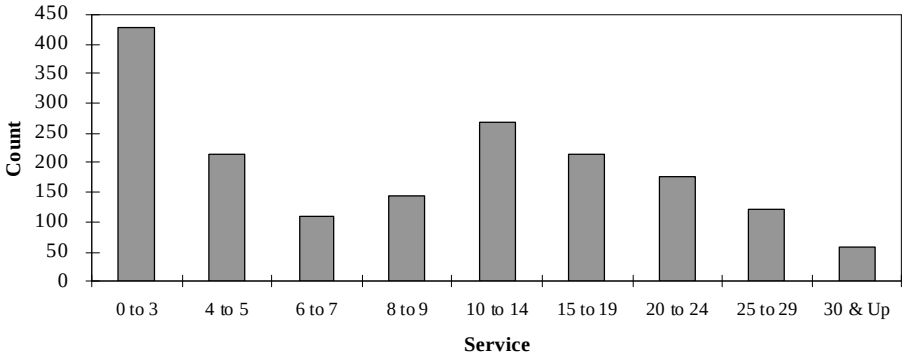
All Plans

	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	29	3	0	0	0	0	0	0	0	32
25 to 29	80	36	9	10	0	0	0	0	0	135
30 to 34	74	30	8	17	13	1	0	0	0	143
35 to 39	51	19	13	17	32	5	1	0	0	138
40 to 44	50	32	17	19	35	38	21	0	0	212
45 to 49	41	24	23	28	40	44	36	26	2	264
50 to 54	42	31	20	25	56	51	47	44	11	327
55 to 59	36	25	13	14	55	50	49	40	36	318
60 to 64	21	13	7	11	34	21	22	13	11	153
65 & Up	4	0	1	4	2	5	1	0	0	17
Total	428	213	111	145	267	215	177	123	60	1,739

Age Distribution



Service Distribution



Average age: 46.9 Average service: 11.9

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APPENDIX A (continued)

WICHITA EMPLOYEES' RETIREMENT SYSTEM

DISTRIBUTION OF DROP MEMBERS
as of December 31, 2009

Plan 1

	Service					
Age	Under 20	20 to 24	25 to 29	30 to 34	35 & Up	Total
Under 50	0	0	0	2	0	2
50-54	0	0	0	24	0	24
55-59	1	0	0	24	0	25
60-64	0	1	0	6	0	7
65 & Up	0	0	0	4	0	4
Total	1	1	0	60	0	62

	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	2	2
50-54	0	0	0	1	23	24
55-59	0	1	0	1	23	25
60-64	0	0	0	0	7	7
65 & Up	0	0	1	0	3	4
Total	0	1	1	2	58	62

Age	Monthly Benefits	Current Balance
Under 50	$ 5,368	$ 75,679
50-54	76,337	2,117,903
55-59	89,109	3,402,711
60-64	20,520	1,061,184
65 & Up	18,813	901,219
Total	$ 210,146	$ 7,558,697

Covered Payroll: $3,690,326

APPENDIX A (continued)

WICHITA EMPLOYEES' RETIREMENT SYSTEM

DISTRIBUTION OF DROP MEMBERS
as of December 31, 2009

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	0	1	3	1	1	2	8
65 & Up	0	1	5	0	2	1	0	9
Total	0	1	6	3	3	2	2	17

	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	1	5	2	8
65 & Up	0	1	2	3	3	9
Total	0	1	3	8	5	17

Age	Monthly Benefits	Current Balance
Under 50	$ 0	$ 0
50-54	0	0
55-59	0	0
60-64	20,036	314,326
65 & Up	16,197	490,327
Total	$ 36,233	$ 804,653

Covered Payroll: $926,878

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APPENDIX A (continued)

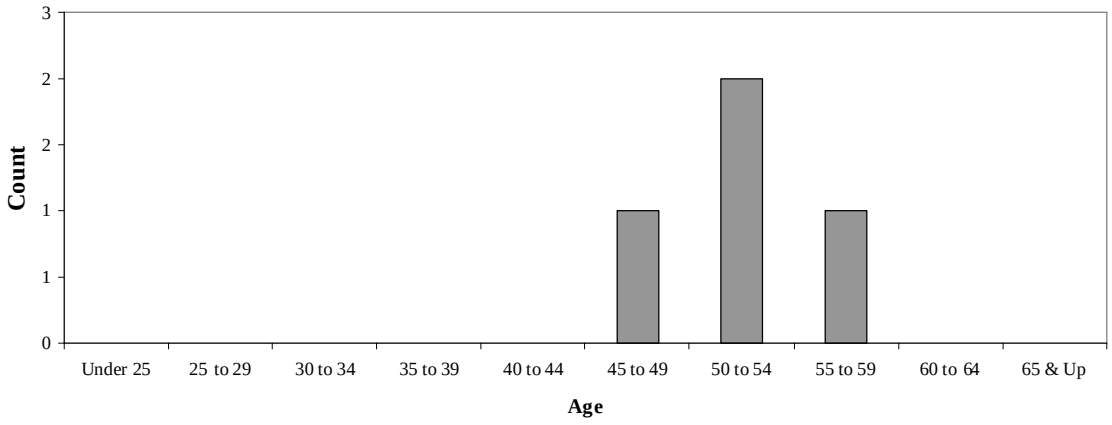
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF DEFERRED VESTED MEMBERS
as of December 31, 2009

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	1	1	-	1,369	1,369
50 to 54	1	1	2	1,946	2,416	4,362
55 to 59	1	0	1	2,645	-	2,645
60 to 64	0	0	0	-	-	-
65 & Up	0	0	0	-	-	-
Total	2	2	4	$ 4,591	$ 3,785	$ 8,376

Age Distribution



APPENDIX A (continued)

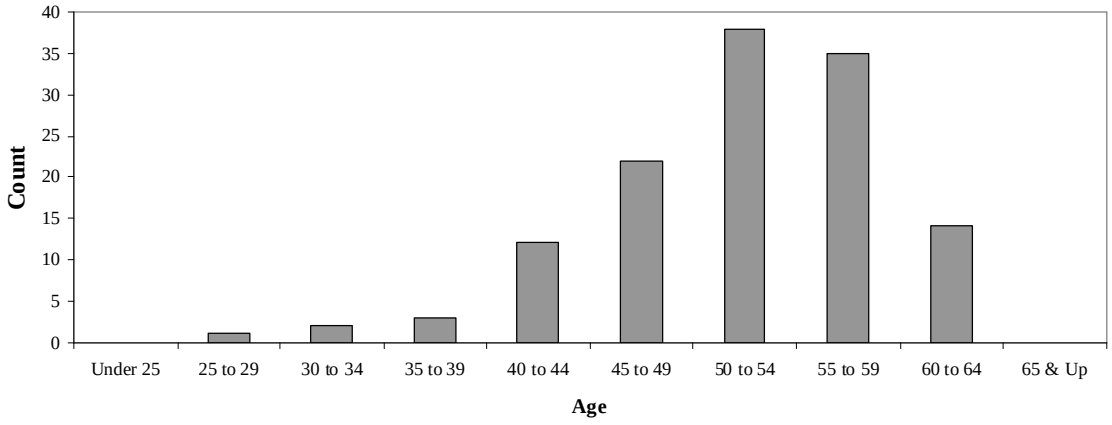
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF DEFERRED VESTED MEMBERS
as of December 31, 2009

Plan 2

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	$ -	$ -	$ -
25 to 29	1	0	1	379	-	379
30 to 34	2	0	2	1,649	-	1,649
35 to 39	0	3	3	-	2,856	2,856
40 to 44	7	5	12	8,211	6,932	15,143
45 to 49	9	13	22	14,910	19,170	34,080
50 to 54	18	20	38	28,725	25,854	54,579
55 to 59	20	15	35	29,029	21,449	50,479
60 to 64	5	9	14	8,412	12,885	21,297
65 & Up	0	0	0	-	-	-
Total	62	65	127	$ 91,317	$ 89,146	$ 180,464

Age Distribution



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 A (continued)

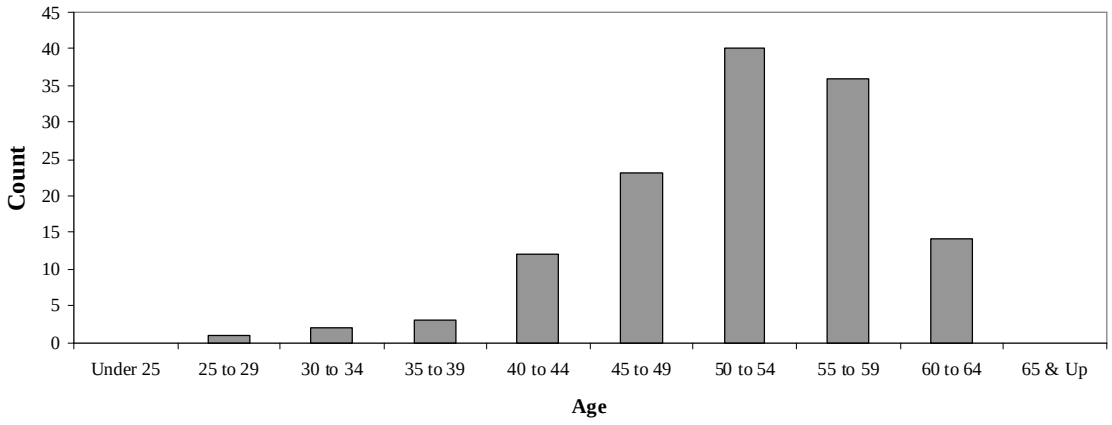
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF DEFERRED VESTED MEMBERS
as of December 31, 2009

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	379	-	379
30 to 34	2	0	2	1,649	-	1,649
35 to 39	0	3	3	-	2,856	2,856
40 to 44	7	5	12	8,211	6,932	15,143
45 to 49	9	14	23	14,910	20,539	35,449
50 to 54	19	21	40	30,672	28,269	58,941
55 to 59	21	15	36	31,675	21,449	53,124
60 to 64	5	9	14	8,412	12,885	21,297
65 & Up	0	0	0	-	-	-
Total	64	67	131	$ 95,909	$ 92,931	$ 188,840

Age Distribution



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APPENDIX A (continued)

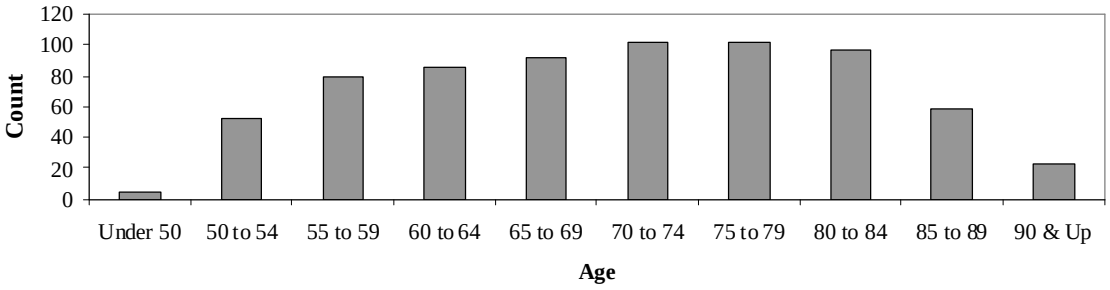
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF RETIRED MEMBERS*
as of December 31, 2009

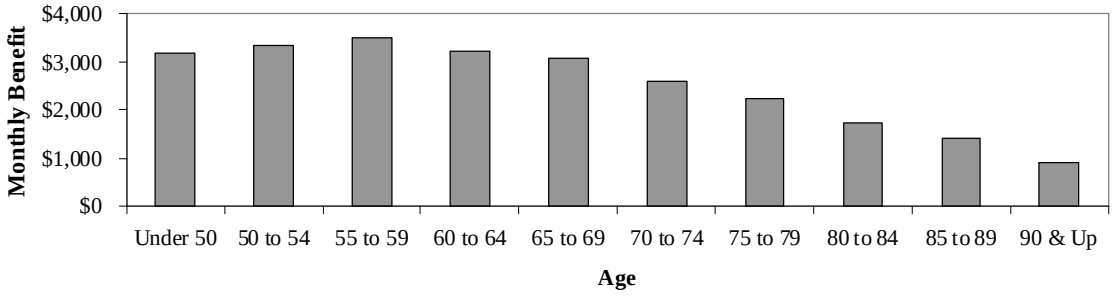
Plan 1

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	4	1	5	$ 13,079	$ 2,808	$ 15,886
50 to 54	35	18	53	121,797	54,100	175,897
55 to 59	59	21	80	219,801	57,965	277,766
60 to 64	62	24	86	206,407	71,421	277,829
65 to 69	61	31	92	212,254	69,810	282,064
70 to 74	66	35	101	186,523	74,788	261,311
75 to 79	59	43	102	148,972	80,006	228,979
80 to 84	53	43	96	116,723	49,714	166,437
85 to 89	25	34	59	52,040	31,470	83,511
90 & Up	7	16	23	7,082	13,463	20,544
Total	431	266	697	$ 1,284,679	$ 505,545	$ 1,790,225

Age Distribution



Average Benefit



* Includes DROP members.

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APPENDIX A (continued)

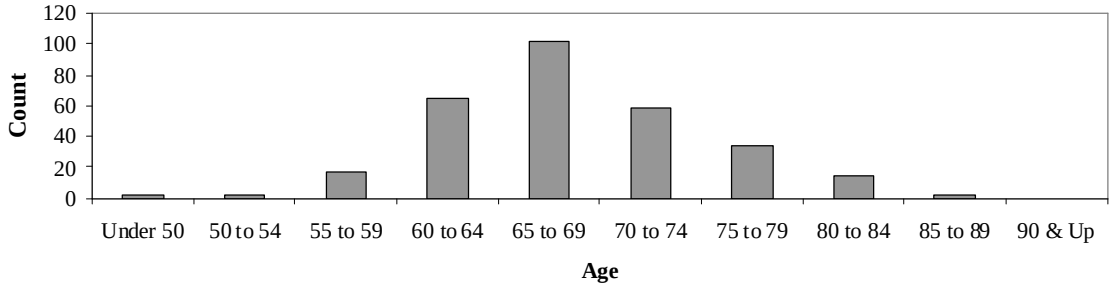
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF RETIRED MEMBERS*
as of December 31, 2009

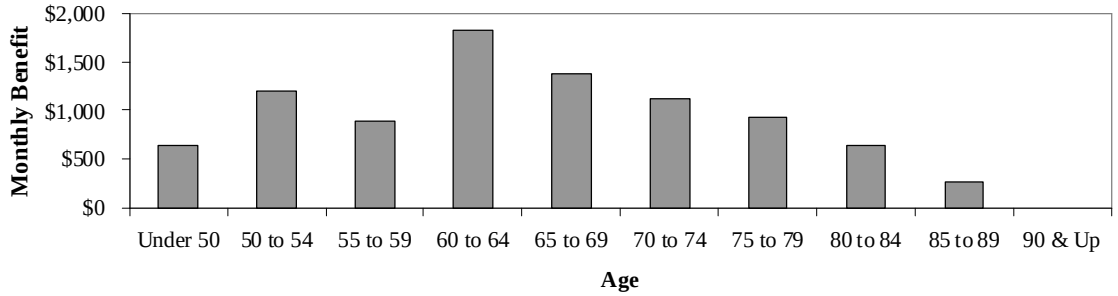
Plan 2

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	1	1	2	$ 494	$ 772	$ 1,266
50 to 54	1	1	2	934	1,461	2,395
55 to 59	13	4	17	13,092	2,160	15,251
60 to 64	39	26	65	79,081	39,661	118,742
65 to 69	58	44	102	77,017	63,502	140,519
70 to 74	27	32	59	33,972	32,814	66,786
75 to 79	22	12	34	19,396	12,582	31,978
80 to 84	5	10	15	3,150	6,357	9,507
85 to 89	0	2	2		535	535
90 & Up	0	0	0	-	-	-
Total	166	132	298	$ 227,136	$ 159,843	$ 386,978

Age Distribution



Average Benefit



* Includes DROP members.

APPENDIX A (continued)

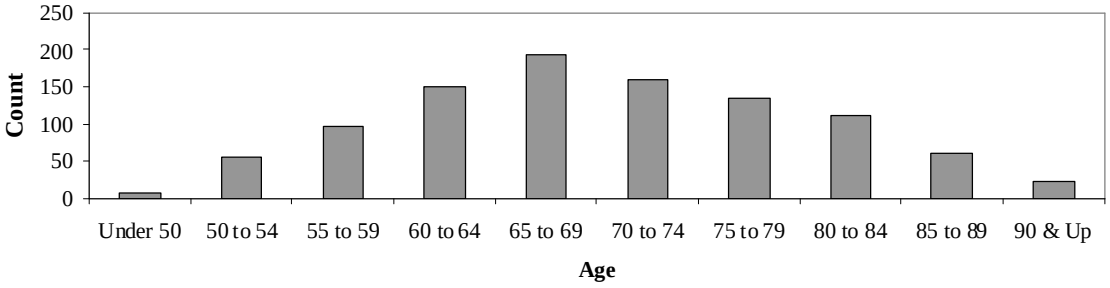
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF RETIRED MEMBERS*
as of December 31, 2009

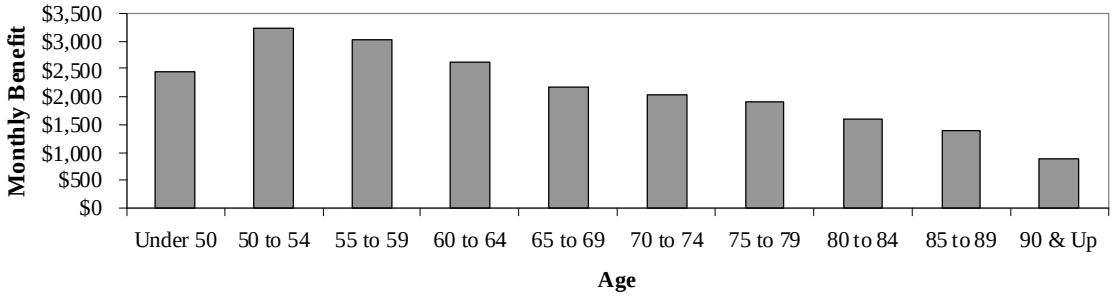
All Plans

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	5	2	7	$ 13,573	$ 3,580	$ 17,152
50 to 54	36	19	55	122,731	55,561	178,292
55 to 59	72	25	97	232,893	60,125	293,018
60 to 64	101	50	151	285,488	111,082	396,570
65 to 69	119	75	194	289,271	133,312	422,583
70 to 74	93	67	160	220,495	107,602	328,098
75 to 79	81	55	136	168,368	92,588	260,956
80 to 84	58	53	111	119,873	56,070	175,943
85 to 89	25	36	61	52,040	32,005	84,045
90 & Up	7	16	23	7,082	13,463	20,544
Total	597	398	995	$ 1,511,815	$ 665,388	$ 2,177,203

Age Distribution



Average Benefit



* Includes DROP members.

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APPENDIX A (continued)

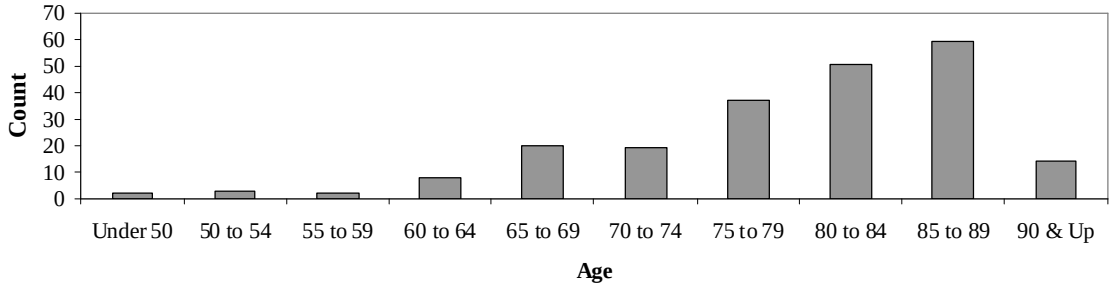
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF BENEFICIARIES
as of December 31, 2009

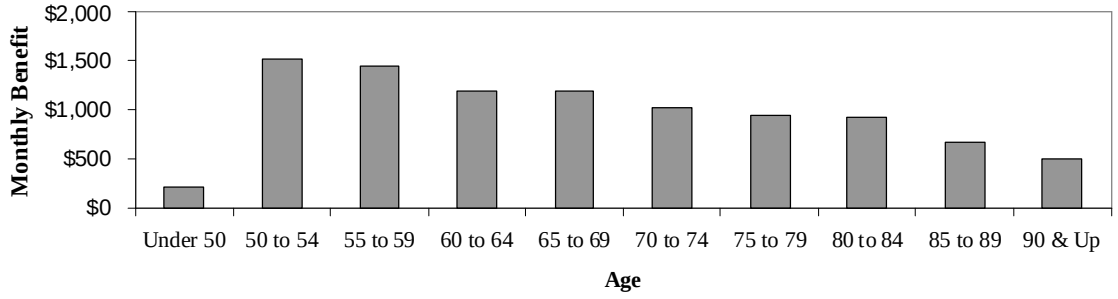
Plan 1

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	2	2	$ -	$ 439	$ 439
50 to 54	0	3	3	-	4,591	4,591
55 to 59	0	2	2	-	2,897	2,897
60 to 64	1	7	8	1,270	8,355	9,625
65 to 69	2	18	20	1,368	22,511	23,879
70 to 74	3	16	19	2,337	17,094	19,430
75 to 79	7	30	37	4,893	30,207	35,100
80 to 84	7	44	51	3,327	43,665	46,992
85 to 89	5	54	59	2,219	38,203	40,422
90 & Up	1	13	14	276	6,824	7,100
Total	26	189	215	$ 15,689	$ 174,786	$ 190,475

Age Distribution



Average Benefit



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APPENDIX A (continued)

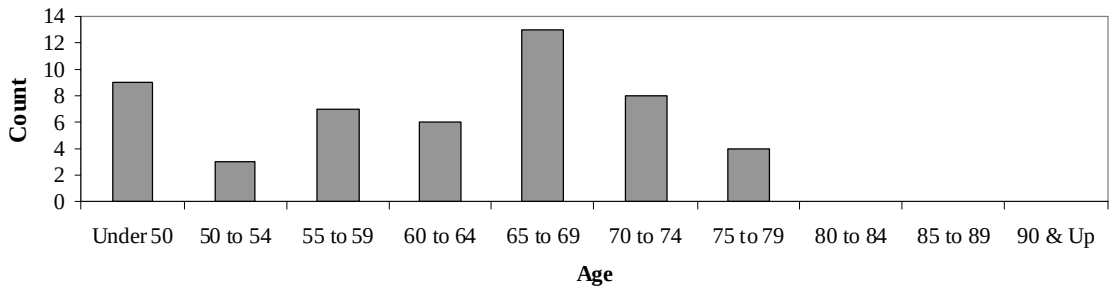
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF BENEFICIARIES
as of December 31, 2009

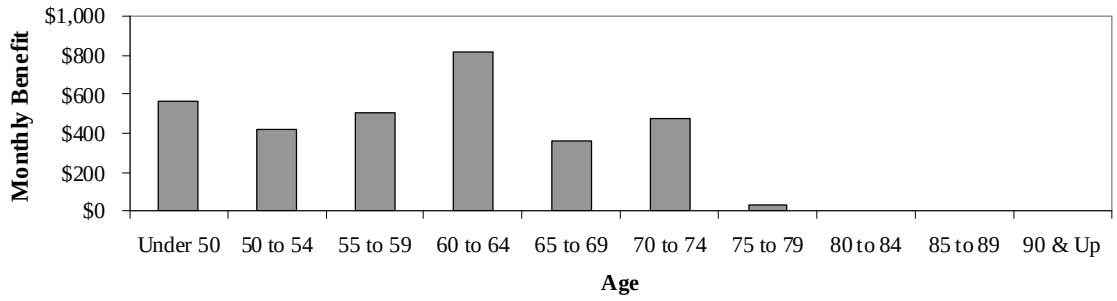
Plan 2

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	3	6	9	$ 1,726	$ 3,378	$ 5,104
50 to 54	1	2	3	884	380	1,264
55 to 59	0	7	7	-	3,553	3,553
60 to 64	0	6	6	583	4,342	4,925
65 to 69	3	10	13	151	4,507	4,658
70 to 74	1	7	8	-	3,854	3,854
75 to 79	0	4	4	-	126	126
80 to 84	0	0	0	-	-	-
85 to 89	0	0	0	-	-	-
90 & Up	0	0	0	-	-	-
Total	8	42	50	$ 3,343	$ 20,139	$ 23,483

Age Distribution



Average Benefit



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APPENDIX A (continued)

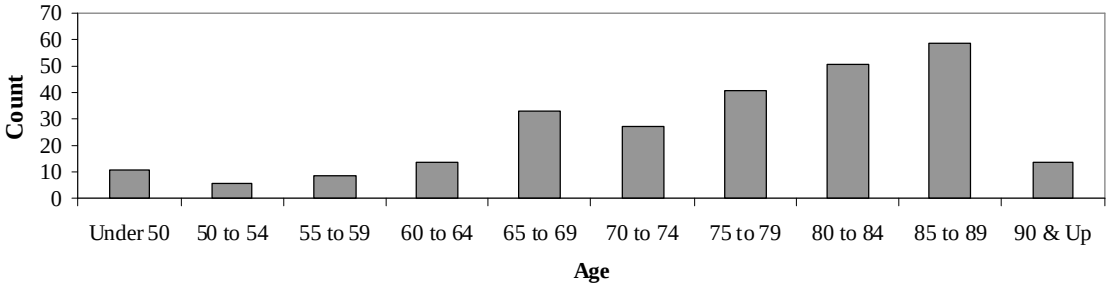
WICHITA EMPLOYEES' RETIREMENT SYSTEM

SUMMARY OF BENEFICIARIES
as of December 31, 2009

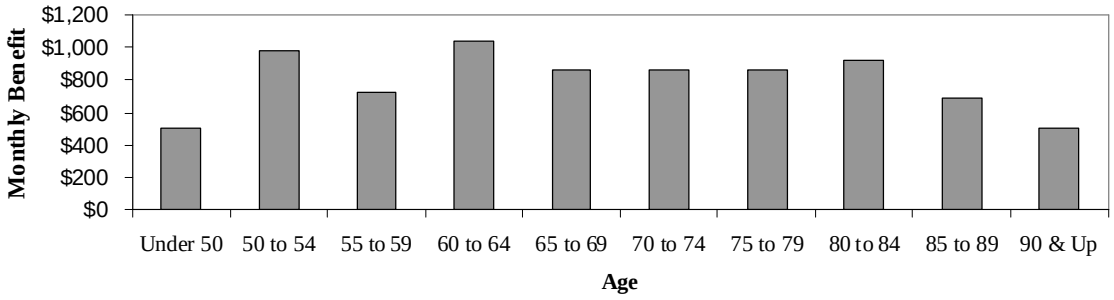
All Plans

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	3	8	11	$ 1,726	$ 3,817	$ 5,543
50 to 54	1	5	6	884	4,971	5,855
55 to 59	0	9	9	-	6,449	6,449
60 to 64	1	13	14	1,853	12,697	14,550
65 to 69	5	28	33	1,519	27,018	28,537
70 to 74	4	23	27	2,337	20,948	23,284
75 to 79	7	34	41	4,893	30,333	35,226
80 to 84	7	44	51	3,327	43,665	46,992
85 to 89	5	54	59	2,219	38,203	40,422
90 & Up	1	13	14	276	6,824	7,100
Total	34	231	265	$ 19,033	$ 194,925	$ 213,958

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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Post-Retirement Survivor Benefits

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

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.

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APPENDIX B (continued)

Post-Retirement Adjustment of 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 bi-weekly service credit of accumulated unused sick leave is converted to a service credit 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.

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 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

Investment Return Rate (net of administrative expenses). This assumption is 7.75% a year, compounded annually and consists of 3.50% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1981 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2009.

Salary Increase Rates. These rates are used to project current pay amounts to those upon which a benefit will be based and were first used for the December 31, 2009 valuation.

Years Of Service	Annual Rate of Salary Increase for Sample Ages			
	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.50%	0.50%	3.20%	7.20%
2	3.50	0.50	3.00	7.00
3	3.50	0.50	2.80	6.80
4	3.50	0.50	2.60	6.60
5	3.50	0.50	2.40	6.40
6	3.50	0.50	2.20	6.20
7	3.50	0.50	2.00	6.00
8	3.50	0.50	1.80	5.80
9	3.50	0.50	1.70	5.70
10	3.50	0.50	1.60	5.60
11	3.50	0.50	1.50	5.50
12	3.50	0.50	1.40	5.40
13	3.50	0.50	1.30	5.30
14	3.50	0.50	1.20	5.20
15	3.50	0.50	1.06	5.06
16	3.50	0.50	0.92	4.92
17	3.50	0.50	0.78	4.78
18	3.50	0.50	0.64	4.64
19	3.50	0.50	0.50	4.50
20	3.50	0.50	0.50	4.50
21	3.50	0.50	0.50	4.50
22	3.50	0.50	0.50	4.50
23	3.50	0.50	0.50	4.50
24	3.50	0.50	0.50	4.50
25	3.50	0.50	0.50	4.50
Over 25	3.50	0.50	0.25	4.25

The salary increase assumptions will produce 4.25% annual increases in active member payroll (the inflation and productivity base rate) given a constant active member group size. This is the same payroll growth assumption used to amortize the unfunded actuarial liability. The real rate of return over assumed wage growth is 3.50% per year.

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

	Year Ended					5 Year (Average) Compounded Annual Increase
	12-31-09	12-31-08	12-31-07	12-31-06	12-31-05	
Average pay	5.5%	2.2%	3.0%	5.2%	1.0%	3.4%
Total payroll	0.8%	3.1%	3.7%	6.3%	2.4%	3.2%

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	60.20	4.8	7.1

(1) Ages in 2000

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

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 C (continued)

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

Percent Retiring During Year

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

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

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

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

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

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

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	9.00
30		7.00
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, 2009 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.

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

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

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

Disabilities are assumed to be non-duty related.

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 4.0% per year. This assumption was first used for the December 31, 2009 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: The turnover decrement does 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 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.

POLICE AND FIRE RETIREMENT SYSTEM OF WICHITA, KANSAS

ACTUARIAL VALUATION REPORT

AS OF DECEMBER 31, 2009

Prepared by:

Milliman, Inc.
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Police and Fire Retirement System of Wichita, Kansas
Actuarial Valuation Report
as of December 31, 2009

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Milliman

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March 31, 2010

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, 2009 for determining the contribution rate for fiscal year 2011. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2009. There was no change in plan provisions from the prior valuation. This valuation reflects the new assumptions adopted by the Board as a result of the experience study conducted in 2009.

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 affecting the System. 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.

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

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25 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 uses 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 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.

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.

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

Respectfully submitted,

MILLIMAN, INC.

Patrice Beckham

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

Brent A. Banister

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

SECTION 1

BOARD SUMMARY

OVERVIEW

This report presents the results of the December 31, 2009 actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF). The primary purposes of performing a valuation are to:

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

There was no change in the benefit provisions from the last valuation. This valuation reflects the new set of actuarial assumptions adopted by the Board as the result of the experience study prepared in 2009. The changes to the assumptions included:

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

The net impact of all assumption changes, first reflected in this valuation, was a small decrease of $3.2 million in the unfunded actuarial liability (UAL) and a decrease of 0.60% in the normal cost rate.

The System had an unfunded actuarial liability of $24.2 million in the December 31, 2008 valuation, which has increased in the December 31, 2009 valuation to an unfunded actuarial liability of $39.4 million. A detailed analysis of the change in the unfunded actuarial liability from December 31, 2008 to December 31, 2009 is shown on page 4. The actuarial valuation results provide a "snapshot" view of the Plan's financial condition on December 31, 2009. The valuation results reflect net unfavorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was higher than expected based on the actuarial assumptions used in the December 31, 2008 actuarial valuation. Unfavorable experience on the actuarial value of assets resulted in a loss of $19.4 million and favorable experience on liabilities resulted in a gain of $2.8 million. Net experience was an actuarial loss of $16.6 million.

The Plan uses an asset smoothing method in the valuation process. As a result, the plan's funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Significant investment losses in 2008 resulted in a deferred (unrecognized) loss of $116 million in the December 31, 2008 valuation. Due to the magnitude of the deferred loss, there was a loss on the actuarial value of assets this year despite a return on market value of 21%. The loss recognized in the December 31, 2009 valuation was less than it would have been if the rate of return in 2009 had been lower. On the valuation date, the actuarial value of assets exceeds the market value by about $58 million or 14%, so there are still significant deferred investment losses.

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Actual returns over the next few years will determine if and how, the $58 million of deferred investment loss is recognized. For example, a return of 22% on the market value of assets in 2010 would be necessary to attain a return of 7.75% on the actuarial value of assets.

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

ASSETS

As of December 31, 2009, the System had total assets, when measured on a market value basis, of $422 million. This was an increase of $66 million from the December 31, 2008 figure of $356 million. The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the "actuarial value of assets". The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 13 for a detailed development of the actuarial value of assets. Because part of the deferred investment loss from 2008 was recognized this year, the rate of return on the actuarial value of assets was 4%. Even with strong returns in 2009, the actuarial value of assets remains 14% higher than the actual market value.

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

	Market Value ($M)	Actuarial Value ($M)
Assets, December 31, 2008	$356.1	$472.3
• City and Member Contributions	15.5	15.5
• Benefit Payments and Refunds	(24.2)	(24.2)
• Investment Loss (net of expenses)	75.0	17.0
Assets, December 31, 2009	$422.4	$480.6

The unrecognized investment losses represent about 14% of the market value of assets. Unless offset by future investment gains or other favorable experience, the recognition of the $58 million loss is expected to have a significant impact on the future funded ratio and actuarial contribution requirement. If the deferred losses were recognized immediately in the actuarial value of assets, the funded percentage would decrease from 92% to 81% and the actuarially determined contribution rate would increase from 22.0% to 28.4%.

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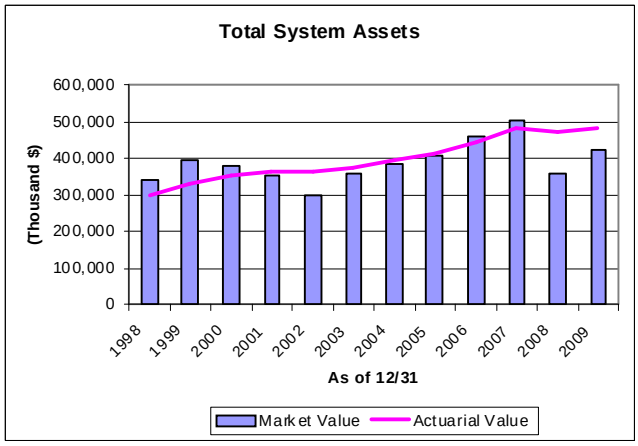
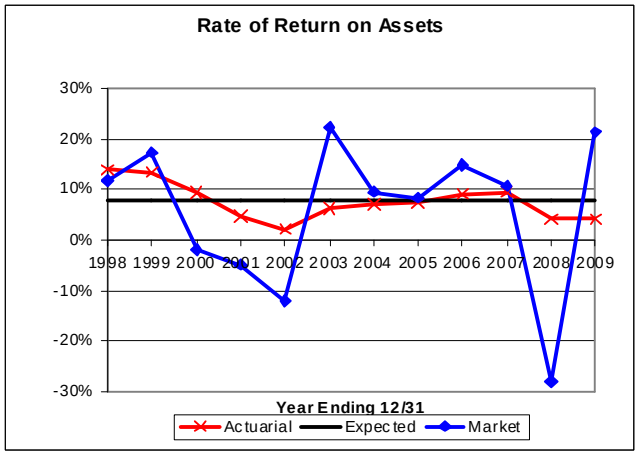


The actuarial value of assets has both exceeded the market value and been less than the market value of assets, which is expected when using a smoothing method.



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

LIABILITIES

The actuarial liability is that portion of the present value of future benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and 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, 2009 are:

Actuarial Liability	$519,934,254
Actuarial Value of Assets	480,555,562
Unfunded Actuarial Liability/(Surplus)	39,378,692

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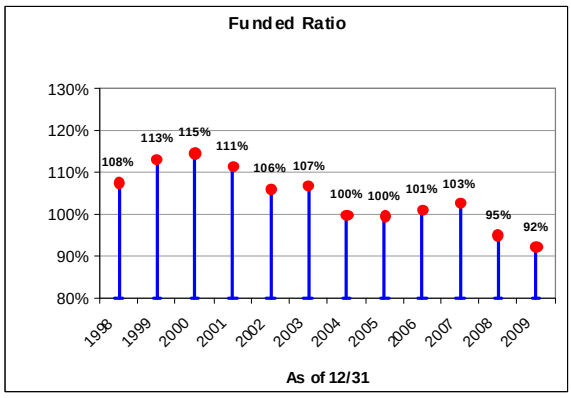
Between December 31, 2008 and December 31, 2009, the change in the unfunded actuarial liability for the System was as follows (in millions):

	$(M)
UAL, December 31, 2008	24.2
+ Normal cost for year	14.9
+ Assumed investment return for year	3.0
- Actual contributions (member + City)	15.5
- Assumed investment return on contributions	0.6
= Expected Unfunded Actuarial Liability, December 31, 2009	26.0
+ Change from amendments	0.0
+ Change from assumption changes	(3.2)
= Expected UAL after changes	22.8
Actual UAL, December 31, 2009	39.4
Experience gain/(loss) (Expected UAL – Actual UAL)	(16.6)

The experience loss for the 2009 plan year of $16.6 million was the result of an actuarial loss of $19.4 million on System assets (actuarial value) and a small actuarial gain of $2.8 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.

	12/31/05	12/31/06	12/31/07	12/31/08	12/31/09
Actuarial Liability ($M)	$414.0	$439.2	$468.1	$496.6	$519.9
Actuarial Value of Assets ($M)	412.8	444.5	480.8	472.3	480.6
Funded Ratio (Actuarial Value)	99.7%	101.2%	102.7%	95.1%	92.4%
Funded Ratio (Market Value)	98.2%	104.9%	107.6%	71.7%	81.2%



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 returned the System to a surplus funded situation. The significant decline in the stock market in 2008 again dropped the funded ratio. If the stock market does not continue to rebound, the recognition of the deferred investment losses will continue to lower the System's funded status.

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As mentioned earlier in this report, due to the asset smoothing method there is about a $58 million difference between the actuarial and market value of assets. To the extent there is not favorable investment experience to offset the deferred losses, the $58 million loss will be recognized in future years and the System's funded status will decline. The System's funded status will be heavily dependent on investment returns in the next few years.

CONTRIBUTION RATES

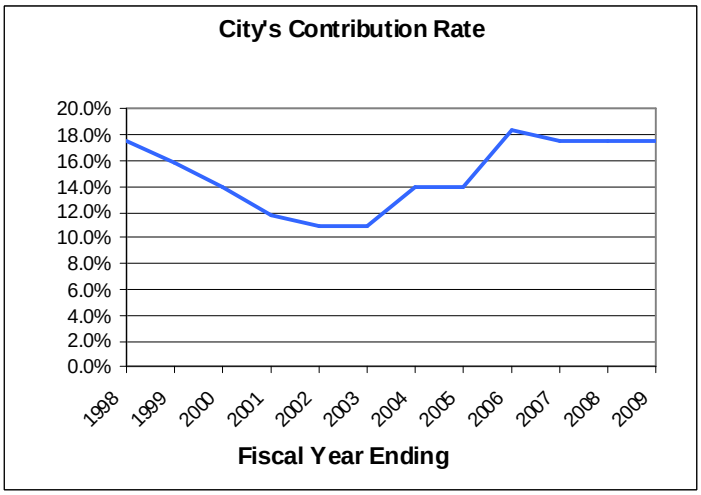
Generally, contributions to the System consist of:

- 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 2011 is computed based on the December 31, 2009 actuarial valuation.

As of December 31, 2009, the actuarial liability exceeds the actuarial value of assets so an unfunded actuarial liability (UAL) exists. In accordance with State statutes, the UAL is to be amortized over a rolling 20-year period. Amortization of the UAL results in a contribution to fund the UAL in addition to the normal cost rate. This valuation indicates the City's contribution should be 22.0% of pay (17.7% employer normal cost rate plus 4.3% UAL contribution).

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



COMMENTS

The stock market losses in 2008 are still impacting most public retirement plans. The December 31, 2009 valuation reflected a loss on the actuarial value of assets despite a return on market value of 21%, due to the use of an asset smoothing method, which smoothes out the peaks and valleys of investment returns. The System utilizes an asset smoothing method that determines the actuarial value of assets as 75% of the expected value (using the 7.75% actuarial assumed rate of return) and 25% of actual market value. Because

part of the 2008 deferred loss was recognized this year, the rate of return on the actuarial value of assets for the 2009 plan year was about 4% despite a return on market value of 21%.

Given the size of the deferred investment loss ($58M), the System's funded status could decrease and the actuarial contribution rate increase in future valuations absent favorable experience to offset the impact of the deferred losses. The City should be prepared for significantly higher contribution rates in the next few years, and perhaps longer depending on future rates of return.

While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred (unrecognized) investment experience. The key valuation results from the December 31, 2009 actuarial valuation are shown below using both the actuarial value of assets and the pure market value.

	Using Actuarial Value of Assets	**Using Market Value of Assets**
Actuarial Liability	$519,934,254	$519,934,254
Asset Value	480,555,562	422,379,231
Unfunded Actuarial Liability	$ 39,378,692	$ 97,555,023
Funded Ratio	92.4%	81.2%
Normal Cost Rate	24.7%	24.7%
UAL Contribution Rate	4.3%	10.7%
Total Contribution Rate	29.0%	35.4%
Employee Contribution Rate	(7.0%)	(7.0%)
Employer Contribution Rate	22.0%	28.4%

The asset smoothing method impacts only the timing of recognizing the actual market experience on the assets. Due to deferred investment experience from 2008, the actuarial value of assets exceeds the pure market value by 14%, despite strong returns in 2009. If there are not higher returns than 7.75% consistently over the next few years, the $58 million of deferred investment experience will be recognized and the ultimate impact on the employer contribution rate can be expected to be similar to the column shown above using market value of assets.

The graph on the following page shows the expected increase in the employer contribution rate in future years if 7.75% is earned in all future years and the full actuarial contribution rate is made by the City in all future years.

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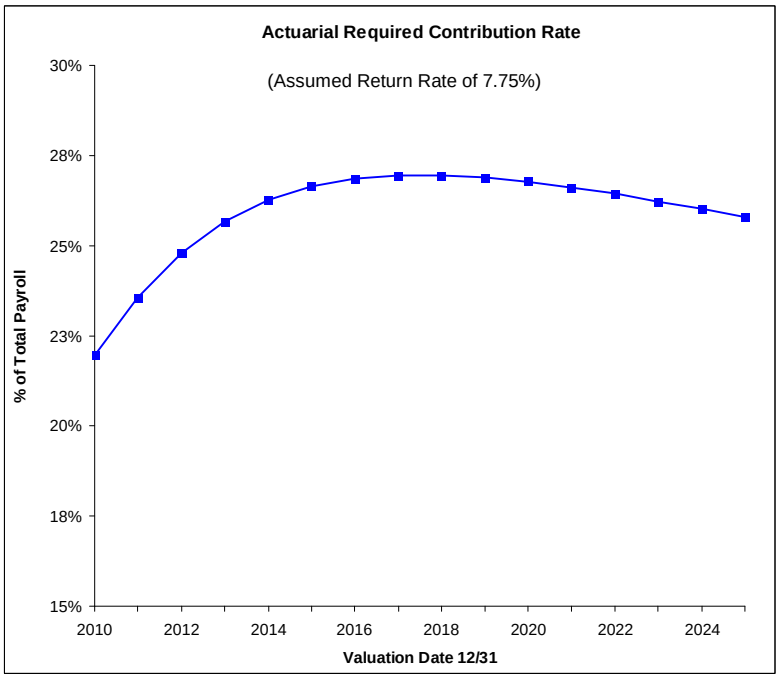

We conclude this Board Summary with the following exhibit which compares the principal results of the current and prior actuarial valuations.

SUMMARY OF PRINCIPAL RESULTS

1. PARTICIPANT DATA	12/31/2009 Valuation	12/31/2008 Valuation	% Change
Number of:			
Active Members			
Police	641	625	2.6%
Fire	459	451	1.8%
Total	1,100	1,076	2.2%
Retired Members and Beneficiaries	873	840	3.9%
Inactive Members	36	38	(5.3)%
Total Members	2,009	1,954	2.8%
Annual Valuation Payroll of Active Members			
Police	$ 38,810,793	$ 36,468,890	6.4%
Fire	25,483,123	24,483,548	4.1%
Total	64,293,916	60,952,438	5.5%
Annual Retirement Payments for Retired Members and Beneficiaries	$ 21,357,571	$ 19,492,053	9.6%
2. ASSETS AND LIABILITIES			
Total Actuarial Liability	$ 519,934,254	$ 496,561,146	4.7%
Market Value of Assets	422,379,231	356,056,234	18.6%
Actuarial Value of Assets	480,555,562	472,345,191	1.7%
Unfunded Actuarial Liability/(Surplus)	$ 39,378,692	$ 24,215,955	62.6%
Funded Ratio	92.4%	95.1%	(2.8)%
3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL			
Normal Cost	24.7%	25.1%	(1.6)%
Member Financed	7.0%	7.0%	0.0%
Employer Normal Cost	17.7%	18.1%	(2.2)%
Amortization of Unfunded Actuarial Liability or (Surplus)	4.3%	2.7%	59.3%
Employer Contribution Rate	22.0%	20.8%	5.8%

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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, 2009. 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, 2009.
- 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.

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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, 2009. 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, 2009, the market value of assets for the System was $422 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2009, and December 31, 2008, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2008 to December 31, 2009.

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, 2009.

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TABLE 1

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

ANALYSIS OF NET ASSETS AT MARKET VALUE

	As of December 31, 2009		As of December 31, 2008	
	Amount ($ Millions)	% of Total	Amount ($ Millions)	% of Total
Cash and Equivalents	$ 0.2	0.0 %	$ 0.2	0.1 %
Government Securities	28.5	6.7	29.0	8.1
Corporate debt	48.4	11.5	47.7	13.4
Mortgage Backed Securities	51.7	12.2	61.7	17.3
Pooled Funds	62.1	14.7	41.5	11.7
Domestic Equity	144.7	34.3	107.3	30.1
International Equity	79.1	18.7	60.5	17.0
Real Estate	13.3	3.1	24.8	7.0
Securities Lending Collateral Pool	67.3	15.9	52.1	14.6
Other	0.4	0.1	0.5	0.1
Receivables	6.2	1.5	8.2	2.3
Liabilities	(79.5)	(18.8)	(77.4)	(21.7)
Total	$ 422.4	99.9 %	$ 356.1	100.0 %

TABLE 2

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

SUMMARY OF CHANGES IN NET ASSETS DURING YEAR ENDED DECEMBER 31, 2009

(Market Value)

1. Market Value of Assets as of December 31, 2008	$	356,056,234
2. Contributions:		
a. Members	$	4,443,524
b. City		11,034,552
c. Other		0
d. Total [2(a) + 2(b) + 2(c)]	$	15,478,076
3. Investment Income:		
a. Interest and Dividends	$	11,861,117
b. Net Appreciation in Fair Value		65,037,661
c. Commission Recapture		51,242
d. Securities Lending Income		358,980
e. Total [3(a) + 3(b) + 3(c) + 3(d)]	$	77,309,000
4. Expenditures:		
a. Refunds of Member Contributions	$	295,424
b. Benefits Paid:		
(1) Pension and Death Benefits		20,412,223
(2) Back DROP Payments		3,444,839
c. Administrative Expenses		502,963
d. Investment Expenses		1,808,630
e. Total [4(a) + 4(b) + 4(c) + 4(d)]	$	26,464,079
5. Net Change: [2(d) + 3(e) - 4(e)]	$	66,322,997
6. Market Value of Assets as of December 31, 2009 (1) + (5)	$	422,379,231

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TABLE 3

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

DEVELOPMENT OF ACTUARIAL VALUE OF ASSETS

As of December 31, 2009

1. Actuarial Value of Assets as of December 31, 2008	$	472,345,191
2. Actual Contribution/Disbursements		
a. Contributions	$	15,478,076
b. Benefit Payments and Refunds		(24,152,486)
c. Net	$	(8,674,410)
3. Expected Value of Assets as of December 31, 2009 [(1) x 1.0775] + [(2c) x $(1.0775)^{.5}$]	$	499,947,672
4. Market Value of Assets as of December 31, 2009	$	422,379,231
5. Difference Between Market and Expected Values (4) - (3)	$	(77,568,441)
6. Actuarial Value of Assets as of December 31, 2009 (3) + [(5) x 25%]	$	480,555,562
7. Actuarial Value of Assets divided by Market Value of Assets (6) / (4)		113.8%
8. Market Value of Assets less Actuarial Value of Assets (4) - (6)	$	(58,176,331)

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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, 2009. 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, 2009.

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, 2009

	Plans A and B	Plan C	Total
1. Active employees			
a. Retirement Benefit	$ 25,931,354	$ 326,791,546	$ 352,722,900
b. Pre-Retirement Death Benefit	48,092	5,177,293	5,225,385
c. Withdrawal Benefit	0	13,038,562	13,038,562
d. Disability Benefit	306,770	55,468,223	55,774,993
e. Total	$ 26,286,216	$ 400,475,624	$ 426,761,840
2. Inactive Vested Members	$ 0	$ 9,978,618	$ 9,978,618
3. Inactive Nonvested Members	$ 0	$ 0	$ 0
4. In Pay Members			
a. Retirees	$ 150,376,921	$ 30,090,795	$ 180,467,716
b. Disabled Members	19,369,343	23,806,042	43,175,385
c. Beneficiaries	19,418,484	4,258,462	23,676,946
d. Total	$ 189,164,748	$ 58,155,299	$ 247,320,047
5. Total Present Value of Future Benefits (1e) + (2) + (3) + (4d)	$ 215,450,964	$ 468,609,541	$ 684,060,505

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TABLE 5

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

ACTUARIAL LIABILITY
AS OF DECEMBER 31, 2009

	Plans A and B	Plan C	Total
1. Active employees			
a. Present Value of Future Benefits	$ 26,286,216	$ 400,475,624	$ 426,761,840
b. Present Value of Future Normal Costs	1,073,855	163,052,396	164,126,251
c. Actuarial Liability (1a) - (1b)	$ 25,212,361	$ 237,423,228	$ 262,635,589
2. Inactive Vested Members	$ 0	$ 9,978,618	$ 9,978,618
3. Inactive Nonvested Members	$ 0	$ 0	$ 0
4. In Pay Members			
a. Retirees	$ 150,376,921	$ 30,090,795	$ 180,467,716
b. Disabled Members	19,369,343	23,806,042	43,175,385
c. Beneficiaries	19,418,484	4,258,462	23,676,946
d. Total	$ 189,164,748	$ 58,155,299	$ 247,320,047
5. Total Actuarial Liability (1c) + (2) + (3) + (4d)	$ 214,377,109	$ 305,557,145	$ 519,934,254

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, 2009 actuarial valuation will be used to determine employer contribution rates to the Police and Fire Retirement System of Wichita, Kansas for fiscal year 2011. 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, 2009, the valuation assets were less than the actuarial liability so an unfunded actuarial liability exists. State statutes require any unfunded actuarial liability in municipal police and fire retirement systems to be amortized over a rolling 20-year period. The amortization of the UAL results in an employer contribution that is more than the employer normal cost rate.

Contribution Rate Summary

In Table 6, the amortization payment related to the unfunded actuarial liability/(surplus), as of December 31, 2009, is developed. Table 7 develops the normal cost rate for the System. The derivation of the contribution rate 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, 2009.

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, 2009 VALUATION

DERIVATION OF UNFUNDED ACTUARIAL LIABILITY CONTRIBUTION RATE

1. Actuarial Accrued Liability	$	519,934,254	
2. Actuarial Value of Assets	$	480,555,562	
3. Unfunded Actuarial Liability/(Surplus)	$	39,378,692	
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years *	$	2,802,627	
5. Total Projected Payroll for the Year	$	65,724,611	
6. Amortization Payment as a Percent of Payroll		4.3	%

* 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.

TABLE 7

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

DECEMBER 31, 2009 VALUATION

DERIVATION OF NORMAL COST RATE

Normal Cost for Year End December 31, 2009			
Service pensions	$	10,774,686	
Disability pensions		3,524,929	
Survivor pensions		347,524	
Termination benefits			
- Deferred service pensions		574,922	
- Return of member contributions		401,996	
Total Normal Cost	$	15,624,057	
Covered Payroll for Members Under Certain Retirement Age	$	63,247,843	*
Total Normal Cost Rate for Year		24.7%	

* 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 2011

	Contribution Requirement as % of Payroll
Normal Cost	
Service pensions	17.1 %
Disability pensions	5.6 %
Survivor pensions	0.5 %
Termination benefits	
- Deferred service pensions	0.9 %
- Return of member contributions	0.6 %
Total Normal Cost	24.7 %
Unfunded Actuarial Liability	
Retired members and beneficiaries (1)	0.0 %
Active and former members (2)	4.3 %
Total UAL Contribution	4.3 %
Total Contribution Requirement	
Member Financed Portion (3)	7.0 %
City Financed Portion	22.0 %
Total	29.0 %

(1) Actuarial accrued liability for retired members and beneficiaries was fully funded as of December 31, 2009.

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

(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, 2009, the actuarial liability exceeds the actuarial value of assets and the System has unfunded actuarial liability (UAL). The UAL is amortized as a level percent of pay over a rolling 20-year period.

		City Contributions as Percents of Active Member Pensionable Payroll	
Valuation Date	**Fiscal Year**	**Funding Objective**	**Amortization (Credit)/Payment**
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	0.1
12/31/05	2007	17.5	0.2
12/31/06	2008	16.8 – 17.5	(0.7)
12/31/07	2009	16.0 – 17.5	(1.5)
12/31/08	2010	20.8	2.7
12/31/09##	2011	22.0	4.3

* 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.
Reflects assumption changes

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TABLE 10

WICHITA POLICE AND FIRE RETIREMENT SYSTEM

DERIVATION OF SYSTEM EXPERIENCE GAIN/(LOSS)

			($M) Year Ended 12/31/09
(1)		UAL* at start of year	24.2
(2)	+	Normal cost for year	14.9
(3)	+	Assumed investment return on (1) & (2)	3.0
(4)	-	Actual contributions (member + City)	15.5
(5)	-	Assumed investment return on (4)	0.6
(6)	=	Expected UAL at end of year	26.0
(7)	+	Increase (decr.) from amendments	0.0
(8)	+	Increase (decr.) from assumption changes	(3.2)
(9)	=	Expected UAL after changes	22.8
(10)	=	Actual UAL at year end	39.4
(11)	=	Experience gain (loss) (9) – (10)	(16.6) **
(12)	=	Percent of beginning of year AL	3.3%

** Unfunded Actuarial Liability/(Surplus)*

*** This amount reflects the net impact of about $19.4 million loss on the actuarial value of assets and a $2.8 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 an on-going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the Entry Age Normal actuarial cost method. Assumptions, including projected pay increases, were the same as used to determine the System's level percent of payroll annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

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

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2009. Significant actuarial assumptions used in determining the actuarial liability include:

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

(b) projected salary increases of 4.00% per year compounded annually, (3.50% attributable to inflation, and 0.50% attributable to productivity),

(c) additional projected salary increases of 1.0% to 2.75% per year attributable to seniority/merit, and

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

Actuarial Liability:	
Active members	$ 262,635,589
Retired members and beneficiaries currently receiving benefits	247,320,047
Vested terminated members not yet receiving benefits	9,978,618
Total Actuarial Liability	$ 519,934,254
Actuarial Value of Assets (market value was $422,379,231)	$ 480,555,562
Unfunded Actuarial Liability	$ 39,378,692

During the year ended December 31, 2009, the Plan experienced a net increase of $23 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 (UAL) (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*	$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)
12/31/08	472,345	496,561	24,216	95.1	60,282	40.2
13/31/09*	480,556	519,934	39,379	92.4	63,479	62.0

Rounded 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 an on-going concern basis. Analysis of this percentage over time indicates whether the System is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the 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
2008	12/31/06	10,549,401	100.0
2009	12/31/07	11,034,552	100.0

Notes to Required Supplementary Information
Summary of Actuarial Methods and Assumptions

Valuation Date	December 31, 2009
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*	5.00% - 6.75%
* Includes Inflation of	3.50%
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
12/31/08	58,050,319	238,590,747	199,920,080	472,345,191	100.0	100.0	87.9
12/31/09	60,326,408	257,298,665	202,309,181	480,555,562	100.0	100.0	80.5

During the twelve months ended December 31, 2009, the Wichita Police and Fire Retirement System of Wichita, Kansas generated a net experience loss of $16.6 million dollars. The amount is 3.3% 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, 2008 to December 31, 2009

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 12/31/08	625	451	412	428	26	12	1,954
New Members	+43	+38	+5	+8	0	0	+94
Transfers	+1	+1	0	0	0	0	+2
Terminations							
Refunded	-12	-4	0	0	-1	0	-17
Deferred Vested	0	-1	0	0	0	+1	0
Completion of payments to minor child	0	0	-1	-1	0	0	-2
Retirements							
Service	-11	-24	+12	+25	-1	-1	0
Disability	-5	-2	+5	+2	0	0	0
Deaths							
Cashed Out	0	0	0	0	0	0	0
With Beneficiary	0	0	-5	-6	0	0	-11
Without Beneficiary	0	0	-7	-4	0	0	-11
Data Adjustments	0	0	0	0	+1	-1	0
Members as of 12/31/09	**641**	**459**	**421**	**452**	**25**	**11**	**2,009**

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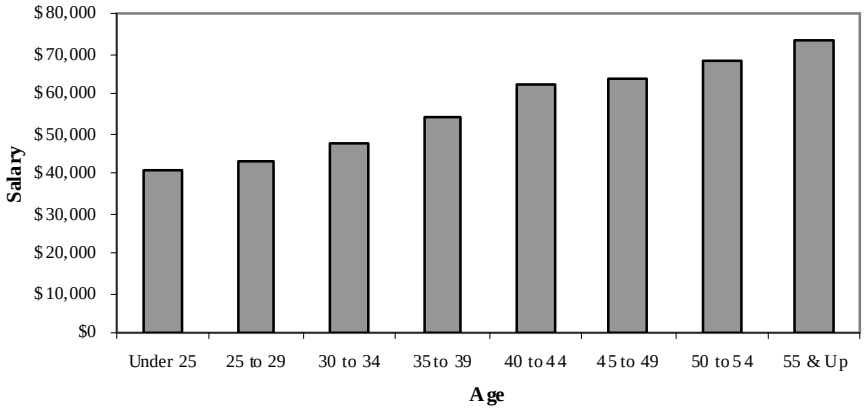
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF ACTIVE MEMBERS
as of December 31, 2009

	Number			Valuation Salaries		
Age	Fire	Police	Total	Fire	Police	Total
Under 25	16	8	24	$ 625,121	$ 346,740	$ 971,861
25 to 29	72	80	152	2,949,402	3,632,219	6,581,621
30 to 34	60	102	162	2,632,039	5,051,391	7,683,430
35 to 39	76	144	220	3,843,743	8,079,911	11,923,654
40 to 44	64	137	201	3,788,674	8,793,070	12,581,744
45 to 49	74	85	159	4,534,356	5,587,378	10,121,734
50 to 54	72	64	136	4,617,660	4,663,017	9,280,677
55 & Up	25	21	46	1,798,461	1,573,874	3,372,335
Total	459	641	1,100	$ 24,789,456	$ 37,727,600	$ 62,517,056

Average Salary by Age



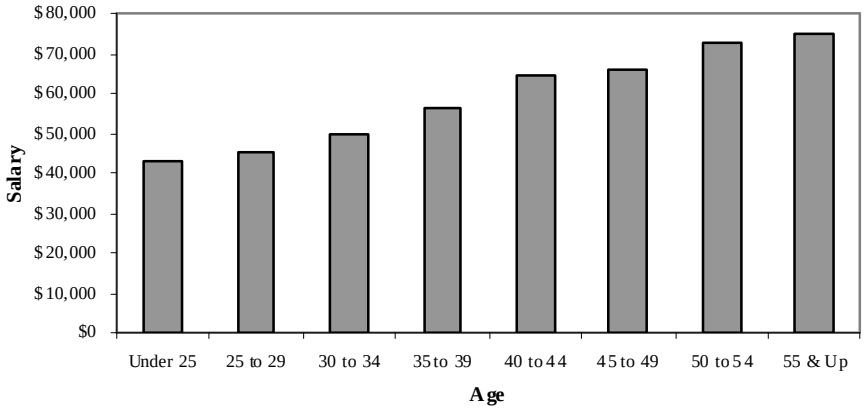
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF ACTIVE MEMBERS
as of December 31, 2009

Police

Age	Number			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	7	1	8	$ 302,288	$ 44,452	$ 346,740
25 to 29	68	12	80	3,107,143	525,076	3,632,219
30 to 34	84	18	102	4,163,925	887,466	5,051,391
35 to 39	120	24	144	6,744,898	1,335,013	8,079,911
40 to 44	129	8	137	8,323,436	469,634	8,793,070
45 to 49	81	4	85	5,326,411	260,967	5,587,378
50 to 54	56	8	64	4,065,418	597,599	4,663,017
55 & Up	20	1	21	1,496,198	77,676	1,573,874
Total	565	76	641	$ 33,529,717	$ 4,197,883	$ 37,727,600

Average Salary by Age



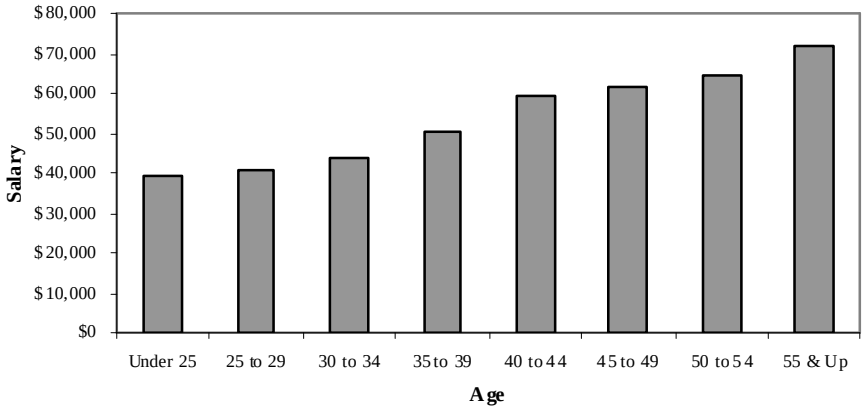
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF ACTIVE MEMBERS
as of December 31, 2009

Fire

Age	Number			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	16	0	16	$ 625,121	$ -	$ 625,121
25 to 29	70	2	72	2,868,257	81,145	2,949,402
30 to 34	59	1	60	2,585,230	46,809	2,632,039
35 to 39	76	0	76	3,843,743	-	3,843,743
40 to 44	63	1	64	3,733,308	55,366	3,788,674
45 to 49	72	2	74	4,417,575	116,781	4,534,356
50 to 54	71	1	72	4,542,293	75,367	4,617,660
55 & Up	25	0	25	1,798,461	-	1,798,461
Total	452	7	459	$ 24,413,988	$ 375,468	$ 24,789,456

Average Salary by Age



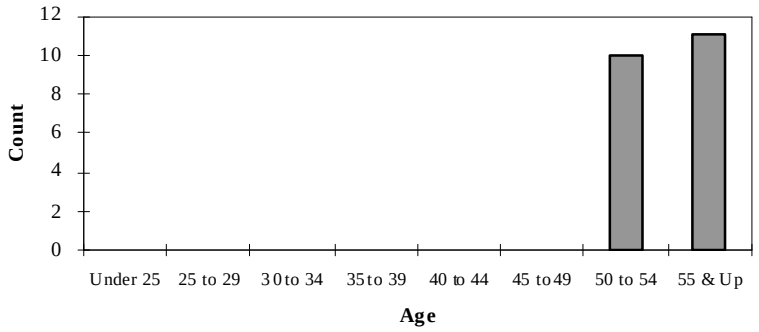
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

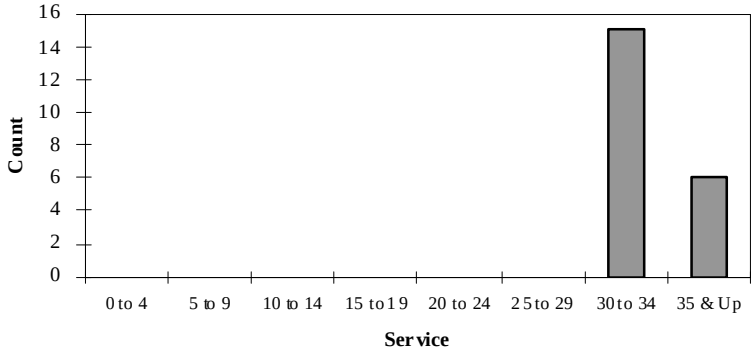
Fire - Plan A

	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	0	10	0	10
55 & Up	0	0	0	0	0	0	5	6	11
Total	0	0	0	0	0	0	15	6	21

Age Distribution



Service Distribution



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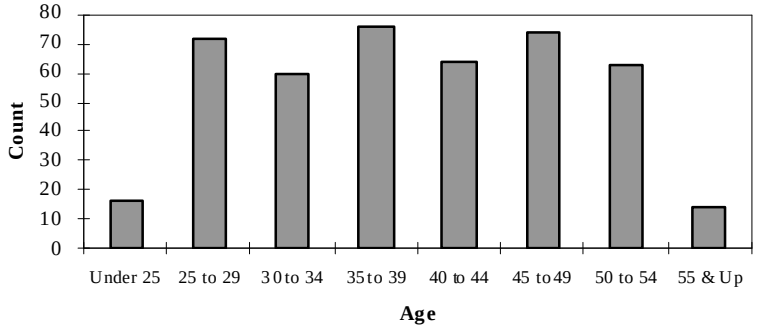
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

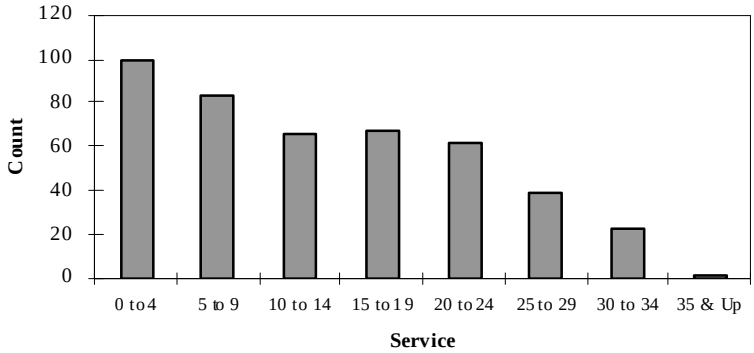
Fire - Plan C

	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	16	0	0	0	0	0	0	0	16
25 to 29	49	23	0	0	0	0	0	0	72
30 to 34	21	34	5	0	0	0	0	0	60
35 to 39	11	20	32	12	1	0	0	0	76
40 to 44	2	2	18	28	13	1	0	0	64
45 to 49	0	3	5	18	31	16	1	0	74
50 to 54	0	1	5	9	14	17	16	0	62
55 & Up	0	0	0	0	3	5	5	1	14
Total	99	83	65	67	62	39	22	1	438

Age Distribution



Service Distribution



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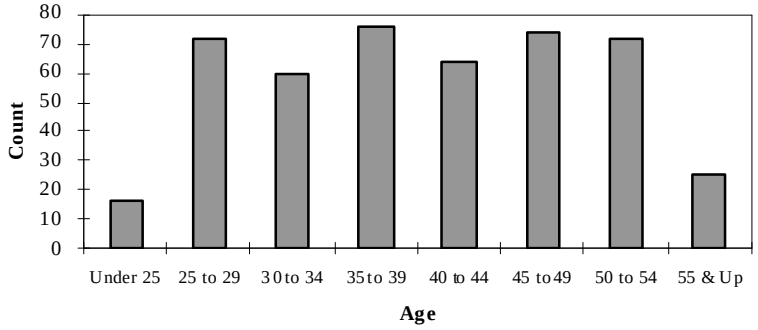
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

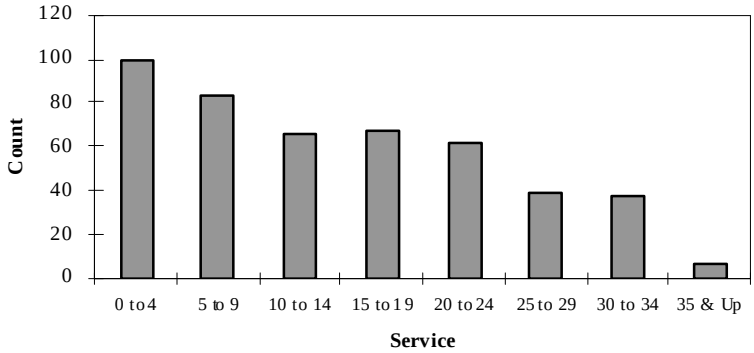
Fire

	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	16	0	0	0	0	0	0	0	16
25 to 29	49	23	0	0	0	0	0	0	72
30 to 34	21	34	5	0	0	0	0	0	60
35 to 39	11	20	32	12	1	0	0	0	76
40 to 44	2	2	18	28	13	1	0	0	64
45 to 49	0	3	5	18	31	16	1	0	74
50 to 54	0	1	5	9	14	17	26	0	72
55 & Up	0	0	0	0	3	5	10	7	25
Total	99	83	65	67	62	39	37	7	459

Age Distribution



Service Distribution



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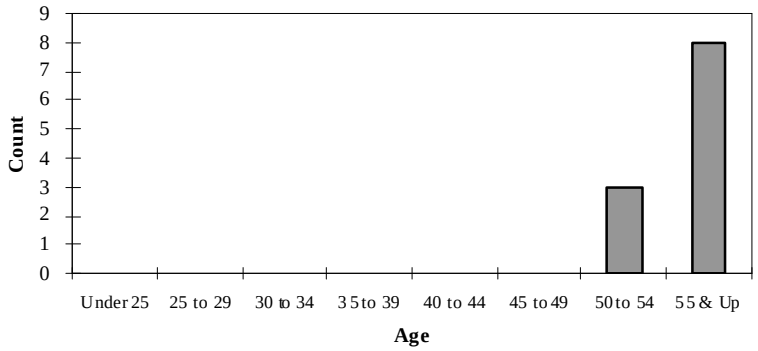
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

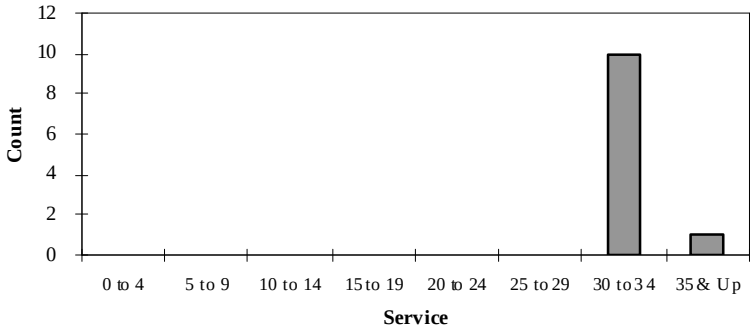
Police - Plan A

	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	0	3	0	3
55 & Up	0	0	0	0	0	0	7	1	8
Total	0	0	0	0	0	0	10	1	11

Age Distribution



Service Distribution



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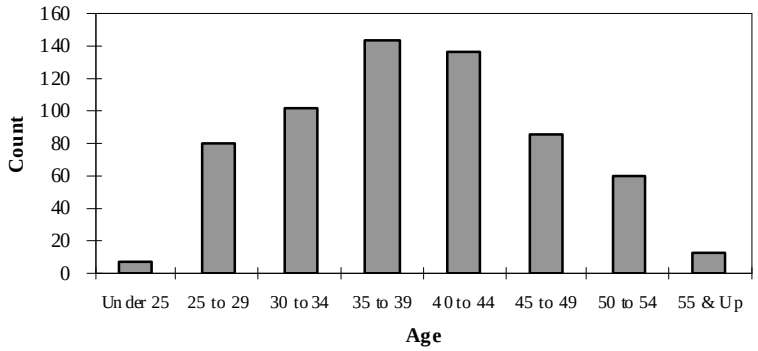
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

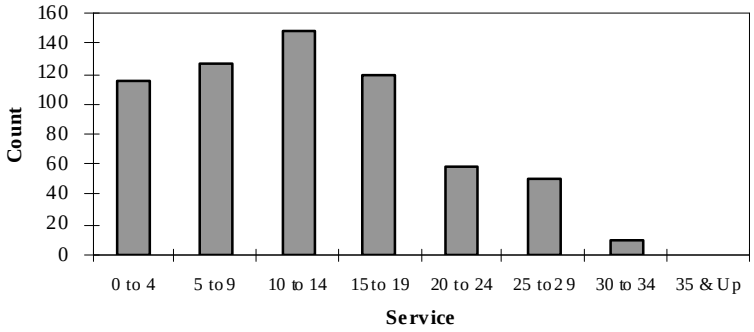
Police - Plan C

	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	8	0	0	0	0	0	0	0	8
25 to 29	63	17	0	0	0	0	0	0	80
30 to 34	31	52	19	0	0	0	0	0	102
35 to 39	8	41	81	14	0	0	0	0	144
40 to 44	2	10	37	77	11	0	0	0	137
45 to 49	3	5	8	22	37	10	0	0	85
50 to 54	1	1	4	5	7	38	5	0	61
55 & Up	0	1	0	1	3	3	5	0	13
Total	116	127	149	119	58	51	10	0	630

Age Distribution



Service Distribution



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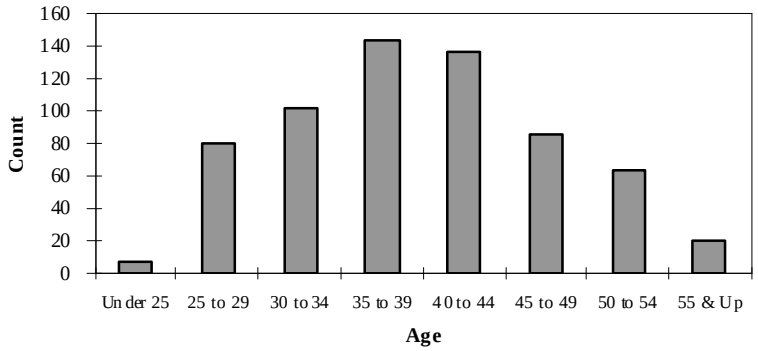
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

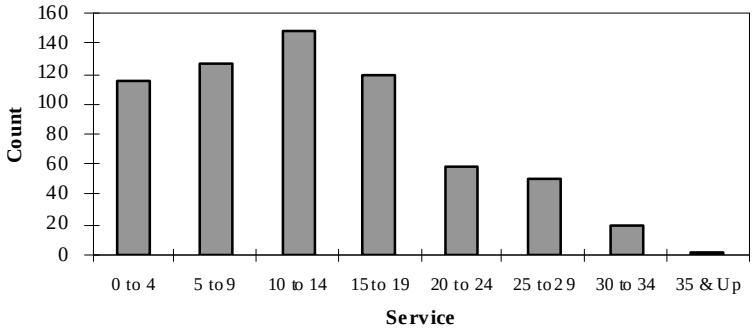
Police

	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	8	0	0	0	0	0	0	0	8
25 to 29	63	17	0	0	0	0	0	0	80
30 to 34	31	52	19	0	0	0	0	0	102
35 to 39	8	41	81	14	0	0	0	0	144
40 to 44	2	10	37	77	11	0	0	0	137
45 to 49	3	5	8	22	37	10	0	0	85
50 to 54	1	1	4	5	7	38	8	0	64
55 & Up	0	1	0	1	3	3	12	1	21
Total	116	127	149	119	58	51	20	1	641

Age Distribution



Service Distribution



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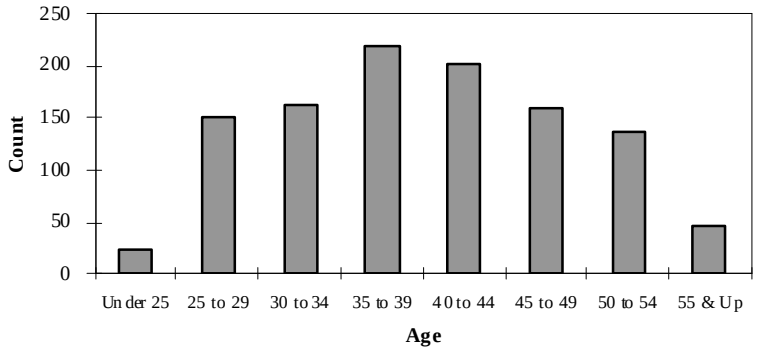
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
DISTRIBUTION OF ACTIVE MEMBERS
as of December 31, 2009

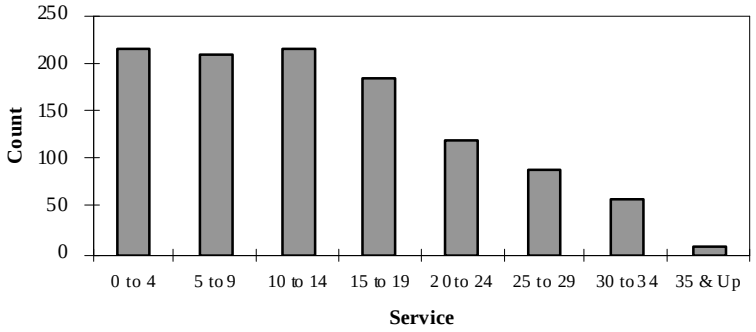
Fire & Police

	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	24	0	0	0	0	0	0	0	24
25 to 29	112	40	0	0	0	0	0	0	152
30 to 34	52	86	24	0	0	0	0	0	162
35 to 39	19	61	113	26	1	0	0	0	220
40 to 44	4	12	55	105	24	1	0	0	201
45 to 49	3	8	13	40	68	26	1	0	159
50 to 54	1	2	9	14	21	55	34	0	136
55 & Up	0	1	0	1	6	8	22	8	46
Total	215	210	214	186	120	90	57	8	1,100

Age Distribution



Service Distribution



APPENDIX A (continued)

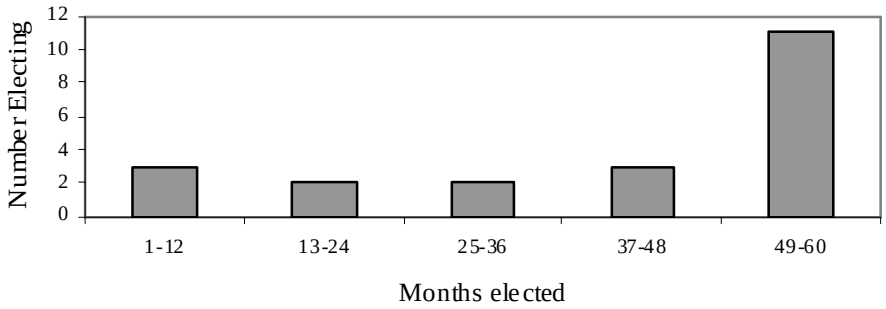
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
BackDROP Experience for the 2009 Plan Year

Fire

Number Electing BackDROP

	Final Benefit as a Proportion of Final Average Pay					
Age	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	Total
Under 55	2	1	0	1	6	10
55-59	0	1	0	2	6	9
60-64	0	0	0	0	2	2
65+	0	0	0	0	0	0
Total	2	2	0	3	14	21

Distribution of BackDROP Election Period



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APPENDIX A (continued)

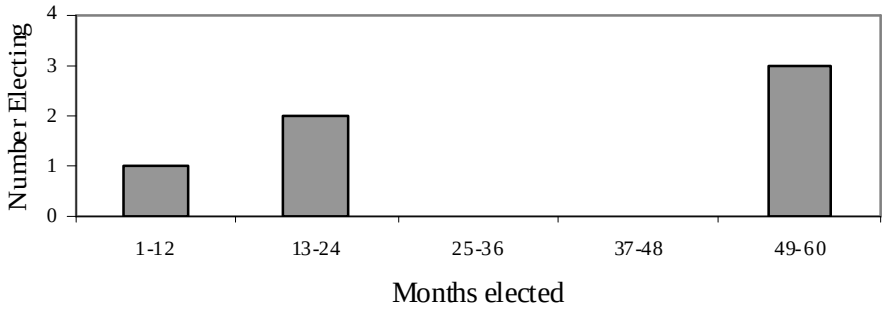
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
BackDROP Experience for the 2009 Plan Year

Police

Number Electing BackDROP

	Final Benefit as a Proportion of Final Average Pay					
Age	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	Total
Under 55	0	1	0	0	2	3
55-59	0	0	0	0	2	2
60-64	0	0	0	0	1	1
65+	0	0	0	0	0	0
Total	0	1	0	0	5	6

Distribution of BackDROP Election Period



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APPENDIX A (continued)

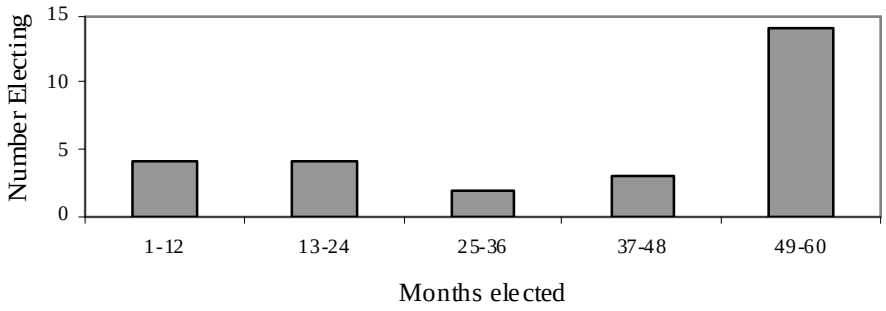
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
BackDROP Experience for the 2009 Plan Year

Fire & Police

Number Electing BackDROP

	Final Benefit as a Proportion of Final Average Pay					
Age	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	Total
Under 55	2	2	0	1	8	13
55-59	0	1	0	2	8	11
60-64	0	0	0	0	3	3
65+	0	0	0	0	0	0
Total	2	3	0	3	19	27

Distribution of BackDROP Election Period



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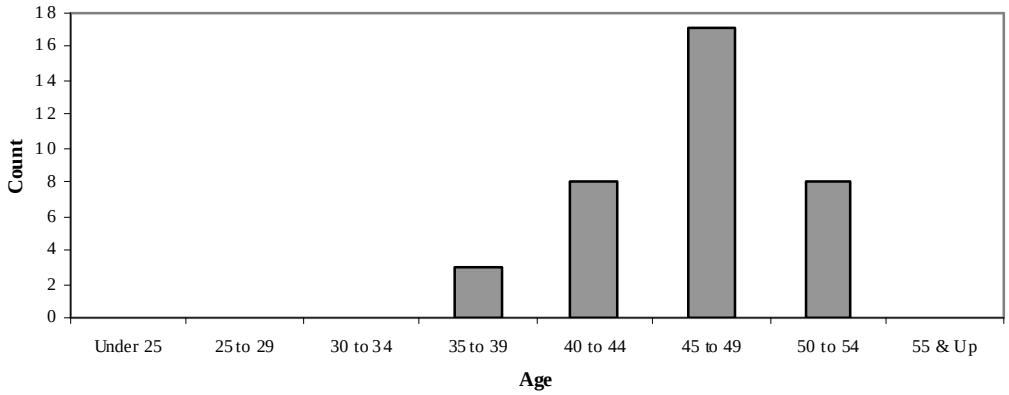
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF DEFERRED VESTED MEMBERS
as of December 31, 2009

	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	0	3	3	-	3,998	3,998
40 to 44	3	5	8	3,428	9,290	12,717
45 to 49	5	12	17	12,132	33,419	45,551
50 to 54	3	5	8	3,361	8,187	11,548
55 & Up	0	0	0	-	-	-
Total	11	25	36	$ 18,921	$ 54,893	$ 73,814

Age Distribution



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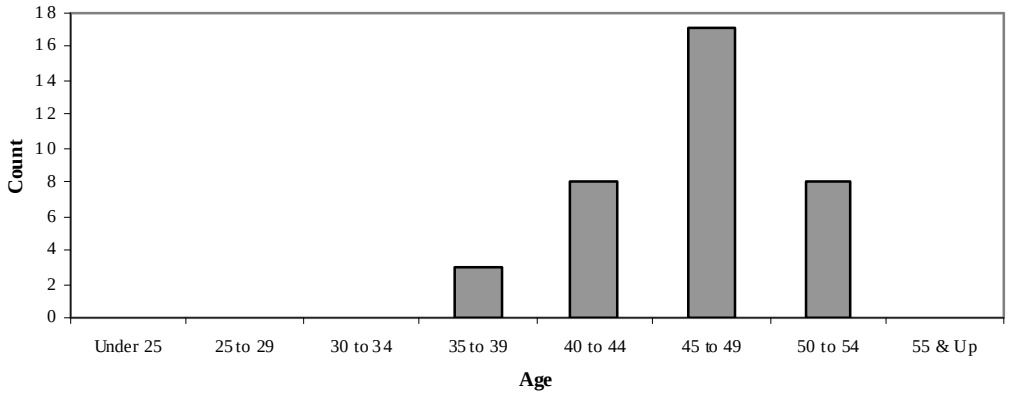
APPENDIX A (continued)

WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF DEFERRED VESTED MEMBERS
as of December 31, 2009

	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	2	1	3	2,865	1,132	3,998
40 to 44	8	0	8	12,717	-	12,717
45 to 49	16	1	17	42,245	3,305	45,551
50 to 54	7	1	8	10,481	1,067	11,548
55 & Up	0	0	0	-	-	-
Total	33	3	36	$ 68,309	$ 5,505	$ 73,814

Age Distribution

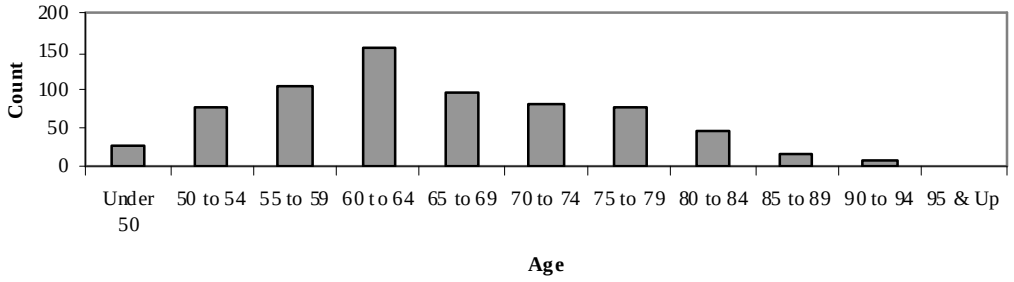


APPENDIX A (continued)

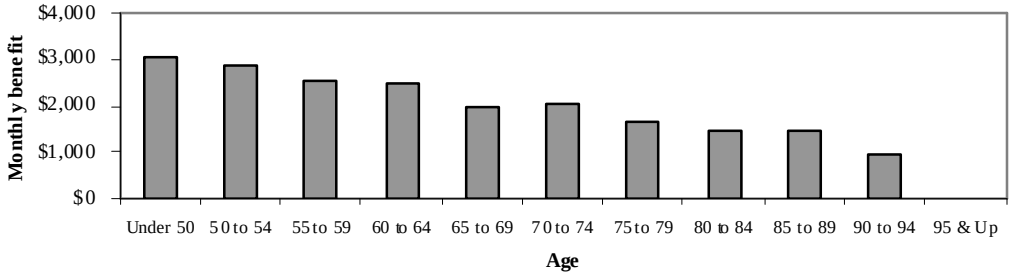
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF RETIRED MEMBERS
as of December 31, 2009

	Number			Monthly Benefit		
Age	Fire	Police	Total	Fire	Police	Total
Under 50	6	24	30	$ 18,719	$ 73,862	$ 92,582
50 to 54	39	40	79	109,523	115,011	224,534
55 to 59	47	57	104	118,878	147,365	266,243
60 to 64	90	67	157	229,306	158,532	387,837
65 to 69	51	47	98	104,193	92,051	196,244
70 to 74	44	39	83	93,114	77,190	170,305
75 to 79	46	33	79	77,256	53,339	130,594
80 to 84	27	20	47	40,059	28,561	68,620
85 to 89	7	10	17	8,821	16,057	24,878
90 to 94	4	3	7	3,730	2,892	6,622
95 & Up	0	0	0	-	-	-
Total	361	340	701	$ 803,598	$ 764,860	$ 1,568,459

Age Distribution



Average Benefit



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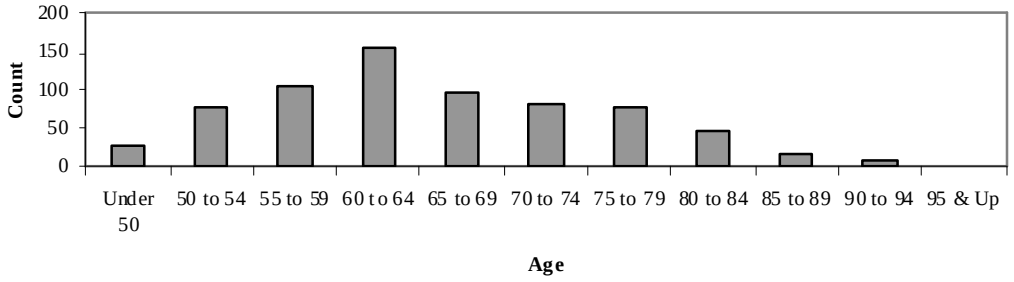
APPENDIX A (continued)

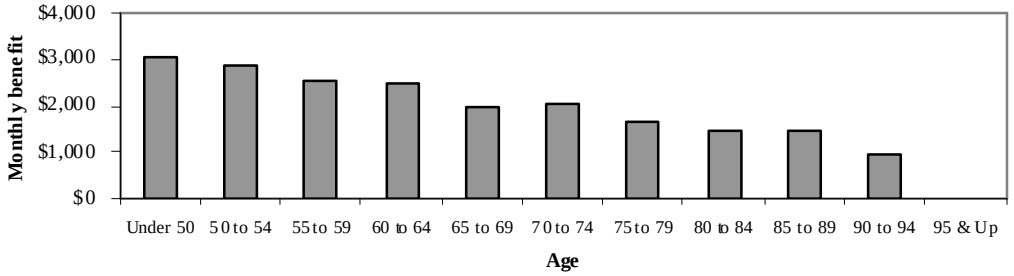
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF RETIRED MEMBERS
as of December 31, 2009

	Number			Monthly Benefit		
Age	Male	Female	Total	Male	Female	Total
Under 50	25	5	30	$ 78,327	$ 14,255	$ 92,582
50 to 54	79	0	79	224,534	-	224,534
55 to 59	103	1	104	263,632	2,611	266,243
60 to 64	154	3	157	382,183	5,654	387,837
65 to 69	96	2	98	192,835	3,410	196,244
70 to 74	80	3	83	165,728	4,576	170,305
75 to 79	77	2	79	127,223	3,371	130,594
80 to 84	47	0	47	68,620	-	68,620
85 to 89	17	0	17	24,878	-	24,878
90 to 94	6	1	7	5,803	818	6,622
95 & Up	0	0	0	-	-	-
Total	684	17	701	$ 1,533,763	$ 34,695	$ 1,568,459

Age Distribution



Average Benefit



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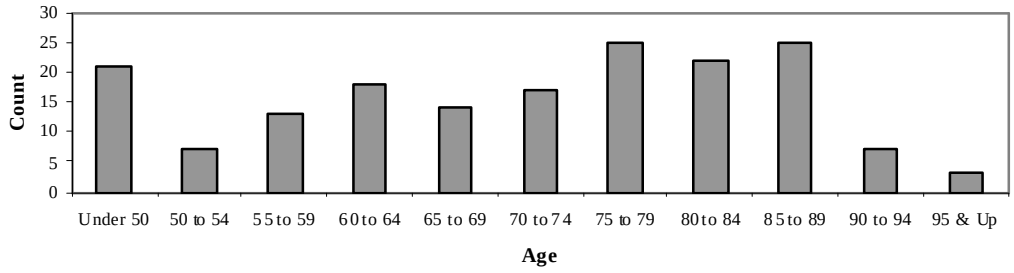
APPENDIX A (continued)

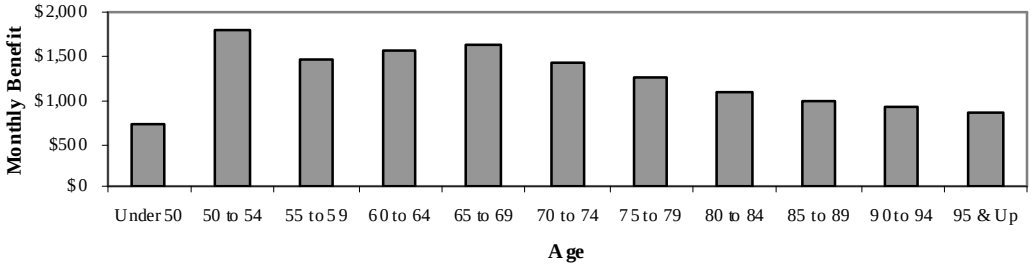
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF BENEFICIARIES
as of December 31, 2009

	Number			Monthly Benefit		
Age	Fire	Police	Total	Fire	Police	Total
Under 50	8	13	21	$ 6,232	$ 8,851	$ 15,083
50 to 54	4	3	7	8,927	3,788	12,714
55 to 59	7	6	13	8,852	10,381	19,232
60 to 64	8	10	18	12,564	15,739	28,303
65 to 69	5	9	14	8,329	14,410	22,739
70 to 74	9	8	17	11,799	12,693	24,492
75 to 79	13	12	25	19,130	12,673	31,803
80 to 84	14	8	22	13,436	10,226	23,662
85 to 89	20	5	25	20,164	4,256	24,420
90 to 94	2	5	7	1,571	4,798	6,369
95 & Up	1	2	3	818	1,703	2,521
Total	91	81	172	$ 111,821	$ 99,518	$ 211,339

Age Distribution



Average Benefit



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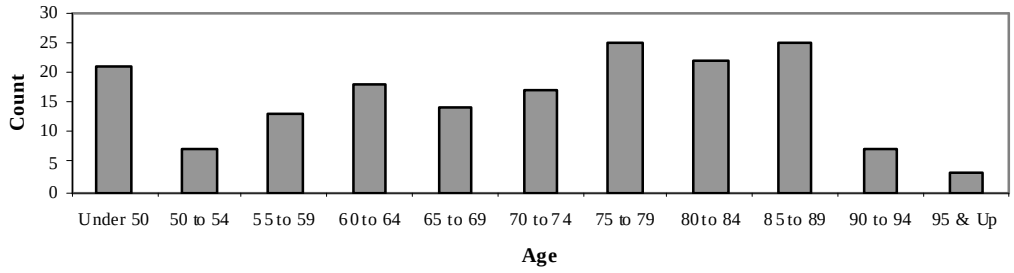
APPENDIX A (continued)

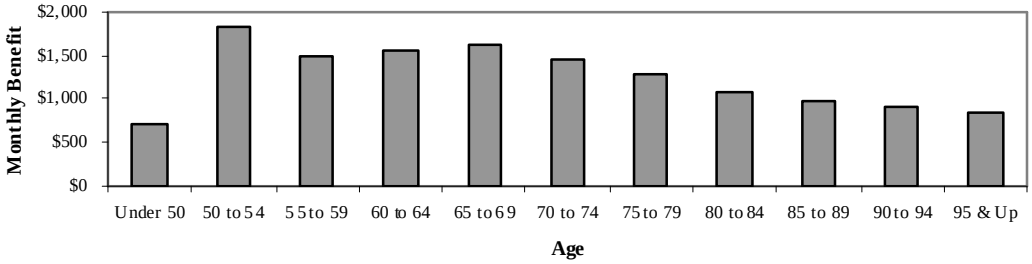
WICHITA POLICE AND FIRE RETIREMENT SYSTEM
SUMMARY OF BENEFICIARIES
as of December 31, 2009

	Number			Monthly Benefit		
Age	Male	Female	Total	Male	Female	Total
Under 50	11	10	21	$ 4,285	$ 10,798	$ 15,083
50 to 54	0	7	7	-	12,714	12,714
55 to 59	0	13	13	-	19,232	19,232
60 to 64	1	17	18	2,118	26,185	28,303
65 to 69	0	14	14	-	22,739	22,739
70 to 74	0	17	17	-	24,492	24,492
75 to 79	0	25	25	-	31,803	31,803
80 to 84	0	22	22	-	23,662	23,662
85 to 89	0	25	25	-	24,420	24,420
90 to 94	0	7	7	-	6,369	6,369
95 & Up	0	3	3	-	2,521	2,521
Total	12	160	172	$ 6,404	$ 204,935	$ 211,339

Age Distribution



Average Benefit



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APPENDIX B

SUMMARY OF BENEFIT PROVISIONS
(DECEMBER 31, 2009)

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.

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 and under age 55 years old.

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

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

Service-Connected Death

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

Amount of Pension – all plans: surviving spouse – 50% of final salary plus 10% of final salary for each child under age 18 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. 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. If retired prior to January 1, 2000, must have been married to retired employee at retirement. Member must have retired with at least 20 years of service.

Amount of Pension – Plan A and Plan C: surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66⅔% of Final Average Salary. 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 plus 5% annual interest.

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.

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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 service retirement provisions at the effective date of 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 sixty month Back DROP beginning January 1, 2003.

Employee Contributions

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

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

City Contributions

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

Unused Sick Leave

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

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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

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(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 actuarial assumptions was completed in 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

Investment Return Rate (net of administrative expenses). This assumption is 7.75% a year, compounded annually, and consists of 3.50% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1980 valuation, although the allocation between inflation and real return has changed periodically, most recently with the December 31, 2009 valuation.

Salary Increase Rates. These rates are used to project current pay amounts 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	3.50%	0.50%	2.75%	6.75%
5	3.50%	0.50%	2.75%	6.75%
10	3.50%	0.50%	2.75%	6.75%
15	3.50%	0.50%	2.75%	6.75%
20	3.50%	0.50%	1.0%	5.00%
25	3.50%	0.50%	1.0%	5.00%
30	3.50%	0.50%	1.0%	5.00%

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

APPENDIX C (continued)

The salary increase assumptions will produce 4.5% 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 the 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
	12/31/09	12/31/08	12/31/07	12/31/06*	12/31/05	
Average pay	3.2%	6.4%	5.6%	4.1%	2.3%	4.3%
Total payroll	5.5%	4.8%	6.7%	7.1%	1.0%	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 Table for Males and Females.
Active Members: RP-2000 Employee Table for Males and Females.

The RP-2000 Tables are used with generational mortality.

Sample Ages(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	60.20	5.6	7.1

(1) Ages in 2000

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

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APPENDIX C (continued)

Rates of Retirement. This assumption is used to measure the probability of eligible members retiring from active employment.

Percent Retiring within Year

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

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

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

Sample Ages	Years of Service	Percent Separating Within Year	
		Police	Fire
ALL	0	10.00%	8.00%
	1	8.00	6.00
	2	6.00	4.50
	3	4.00	3.00
	4	3.00	2.00
25	Over 4	3.00	1.00
30		3.00	1.00
35		2.50	0.95
40		1.90	0.85
45		0.70	0.50
50		0.0	0.0
55		0.0	0.0

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

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.

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 4.0% per year. This assumption was changed with the December 31, 2009 valuation.

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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:	The turnover decrement does not operate during retirement eligibility.
Miscellaneous Loading Factors:	The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service 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.

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Lincoln Street Bridge and Dam Improvements (Districts III & IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the design concept.

Background: The 2009-2018 Capital Improvement Program (CIP) includes funding for improvements to the Lincoln Street Bridge and dam on the Arkansas River. Currently, the dam is located under the existing bridge. Both the bridge and dam are in deteriorating condition and need to be rehabilitated or replaced. On May 28, 2003, the City Council approved a design contract with MKEC Engineering Consultants (MKEC) to explore and identify options for rehabilitation and/or repair of both structures. The design fee was $8,500. On October 27, 2007, the City Council approved Supplemental No. 1 with MKEC to complete a more detailed evaluation of options, and to provide the design for rehabilitation/replacement of the bridge and for rehabilitation of the dam, in-place. The design fee was $338,166, bringing the total design contract to $346,666. On September 1, 2009, the City Council authorized applications for Federal grants to possibly fund a part of the project cost, if received. All six District Advisory Boards were presented the design concepts during their October meetings and all Boards recommended approval of the design concept that would replace the bridge and construct a new dam downstream from the bridge.

Analysis: Two design concepts have been identified:

1.) Rehabilitation of the bridge and dam at the current location is a less costly option than replacement of the bridge and construction of a new dam. Rehabilitation of the dam would include construction of boat and fish passage, as well as a dewatering system for better maintenance access in the future. Service life for rehabilitation of either facility is difficult to estimate, but should be approximately 30-40 years. Long term maintenance will continue to be difficult with the dam remaining under the bridge. The estimated cost for rehabilitation of the bridge and dam in their current location is $9,000,000.

2.) Construction of a new dam downstream of the existing location, along with construction of a new bridge, would provide a service life for each facility of approximately 60 years, but at a higher initial cost. A new dam downstream of the bridge would be easier and safer to maintain, and easier to secure. The gates in the proposed dam would be able to control the level of the river more efficiently. A new dam would also include boat and fish passage, as well as a dewatering system for improved maintenance access in the future. The estimated cost for construction of a new bridge and new, relocated dam is $13,000,000.

Financial Consideration: The budget included in the CIP is $11,800,000, with $7,000,000 funded by General Obligation (GO) bonds and $4,800,000 by Federal transportation funds in the Transportation Improvement Program (TIP). The $4,800,000 in the TIP is for bridge rehabilitation/reconstruction only, and would most likely be underutilized if rehabilitation of the bridge is pursued. The current estimated cost of construction for option two is $1.2 million more in GO funding over the Adopted CIP amount. After the completion of final design, depending on final cost estimates and grant funds available at that time, if may be necessary prior to beginning construction to either reduce the scope of the project or seek additional GO funding by reducing the scope or re-prioritizing other GO funded projects within the CIP.

Additional grant funding is being pursued and could be available as follows: The Coast Guard grant may provide additional funding in 2011 for development of boat safety transition and/or portage improvements. This grant opportunity is being actively pursued and an award announcement is expected in one to two months. The U.S. Fish and Wildlife Service has given a verbal commitment of $175,000 in funding for development of a fish passage system.

The City Council previously approved $360,000 for engineering services. An additional $430,000 is needed at this time for expanded design services for the new dam, boat and fish passage, and geotechnical work for the same, as well as additional work associated with required permitting. The funding source is General Obligation bonds. The project will be returned at a later date for approval of the construction budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing bridge and dam at the Arkansas River. The added recreational opportunities would enhance the quality of life and support the vision of a vibrant downtown neighborhood.

Legal Considerations: The Department of Law has approved the authorizing resolution as to form.

Recommendation/Action: It is recommended that the City Council approve design concept No. 2, approve the revised budget, adopt the resolution and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet, resolution.

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-100

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE THE LINCOLN STREET BRIDGE AND DAM AT THE ARKANSAS RIVER (472-84883).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The design of a bridge as necessary for a major traffic facility and a dam located approximately 300 feet south of the bridge.

SECTION 2: The total cost is estimated not to exceed $430,000, exclusive of the costs of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita at large.

SECTION 3: That the advisability of said improvements is established and authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

REVISED: 04-19-2010
(Correction to District Number)

Agenda Item No. III-11

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Replacement of Drainage Structure at 31st Street South and Glenn ***(District IV)***

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the project.

Background: The Capital Improvement Program (CIP) includes a project to replace the existing concrete box culvert at 31st Street South and Glenn. The District IV Advisory Board held a neighborhood hearing for the project on April 7. The Board voted unanimously to recommend approval of the project.

Analysis: The existing structure was inspected recently and was determined to be structurally deficient, with a Sufficiency Rating of 46.4 (on a 100-point scale). A sanitary sewer siphon under the box culvert will also be replaced. Construction is planned to begin as soon as school recesses for the summer, to lessen the impact to Kelly Elementary, at the northeast corner of 31st and Glenn. Work will be completed this fall. 31st Street South will be closed during construction with a detour using Meridian, Pawnee and Seneca.

Financial Consideration: Estimated construction cost is $600,000 and is included in the Adopted CIP. The proposed funding source is General Obligation bonds.

Goal Impact: This project addressed the Efficient Infrastructure goal by replacing a deficient drainage structure.

Legal Considerations: The Law Department has approved the authorizing ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, place the ordinance on first reading and authorize the necessary signatures.

Attachments: Map, CIP sheet and ordinance.

132019

First Published in the Wichita Eagle on April 30, 2010

ORDINANCE NO. 48-724

AN ORDINANCE DECLARING THE INTERSECTION OF **31ST STREET SOUTH AND GLENN (472-84896)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. l2-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. l2-685 et seq., and

WHEREAS, K.S.A. l2-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. l2-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION l. That the intersection of **31st Street South and Glenn (472-84896)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. l2-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the intersection of **31st Street South and Glenn (472-84896)** as a main trafficway in the following particulars:

The construction of a concrete box culvert as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Six Hundred Thousand Dollars ($600,000)** exclusive of the cost of interest on borrowed money.

Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. l2-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. l2-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, 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 27th day of April, 2010.

_____
CARL BREWER, MAYOR

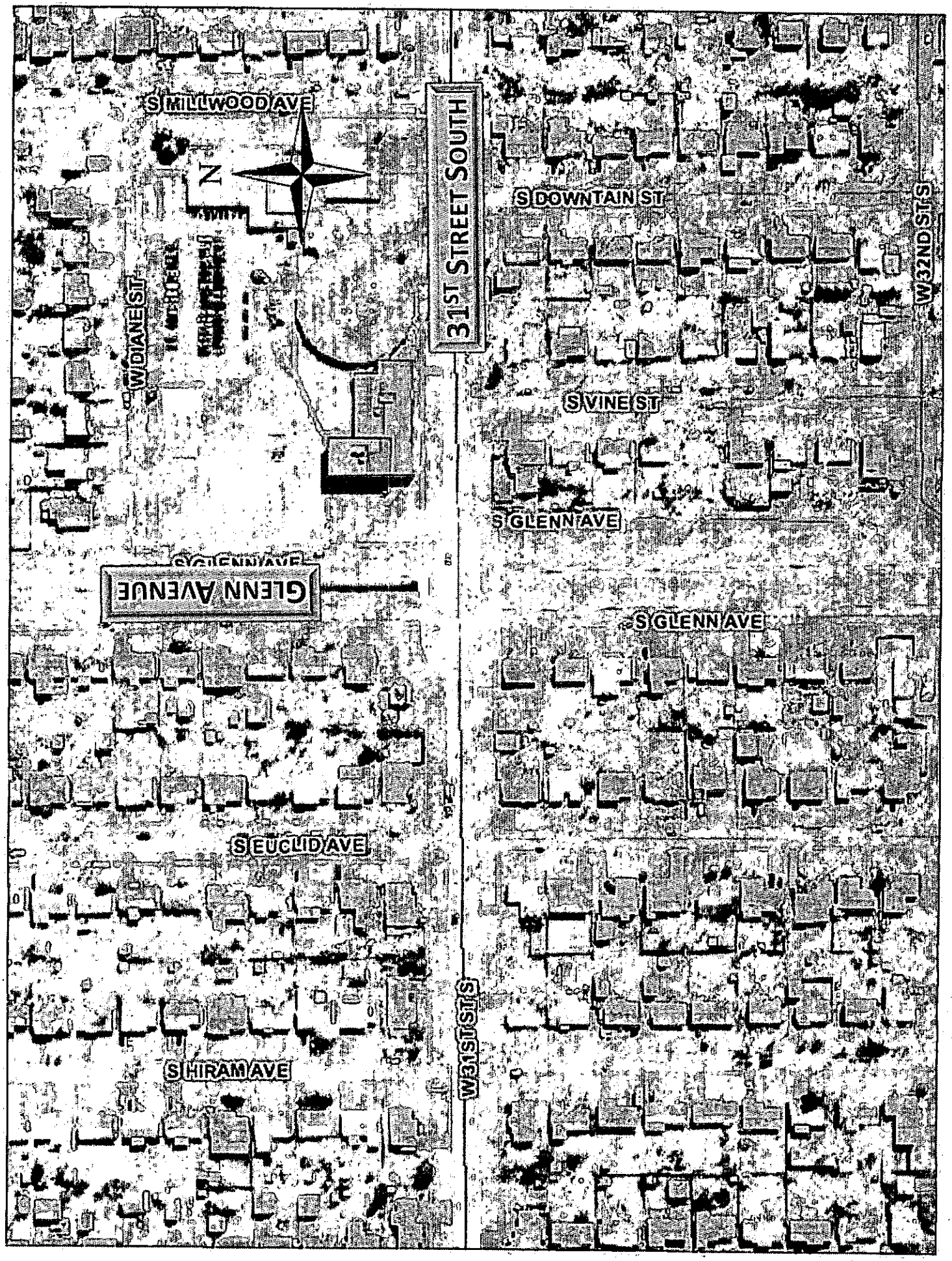
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


S MILLWOOD AVE
N
31ST STREET SOUTH
S DOWNTAIN ST
W32ND ST S
W DIANE ST
S VINE ST
S GLENN AVE
GLENN AVENUE
S GLENN AVE
S EUCLID AVE
W31ST ST S
S HIRAM AVE

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	3/31/2010	31st and Glenn Concrete Box Culvert

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
B-		2010	

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 & Dam	$600,000			$600,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals				
Totals	$600,000			$600,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

* KDOT

472-84896

13. Recommendation: Approve the project and ordinance

Division Head	Department Head	Budget Officer	City Manager
Jerry Amoser		Date	Date

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Arts and Cultural Services Classifications

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinance and place it on first reading.

Background: The Arts and Cultural Services Division has expanded over the last few years with the additions of Cowtown and Century II. A Human Resources study of exempt classifications was needed to ensure comparable positions within the Division are consistently and equitably classified.

Exempt positions are classified using the Decision Band Method (DBM). There are four bands, ranked E, D, C and B. These are distinguished by type and level of decision-making authority and responsibility. For example, E Band is for Assistant City Manager and Department Director positions. Classifications are then further refined by Grading (based primarily on supervisory responsibility) and Sub-grading (based on a variety of other job characteristics).

Analysis: The study resulted in the proposed nine new classifications listed below.

Current Classification & Pay Range	New Classification & Pay Range
Recreation Manager (Cowtown Director) – C45/C52	Museum Manager – C44/C51
Division Supervisor (Century II Manager) – C43	Century II Manager – C44/C51
Program Specialist (CityArts Manager) – C41	City Arts Manager – C44/C51

The Cowtown position was lowered and the others raised to reflect that these operations have become more consistent in responsibility. Also, all of these supervise at least two other exempt positions in their same band (C), which indicates this level. (C44 and C51 are the same pay range. C51 is the technically correct designation for these positions because of their supervisory responsibilities.)

Recreation Supervisor (Cowtown Curator) – C44/C51	Museum Specialist III - C43

This position is lowered because it reports to the Museum Manager and cannot be in the same range. This is also compatible with evaluation of the position's responsibilities in comparison to other positions.

Program Specialist (City Event Manager) – C41	Event Facilitator – C42
Museum Specialist (MAAIC Facility Manager) – C41	Cultural Facility Supervisor – C42

These positions were raised to a level more appropriate for how their responsibilities have developed. The Event Facilitator coordinates all events in the City that require any kind of City permit or license, plus other duties in the Division. MAAIC programs have expanded and more is expected, so the Cultural Facility Supervisor's level better reflects that.

Current Classification & Pay Range	New Classification & Pay Range
Program Specialist (Cowtown Education Coordinator) – C41	Museum Specialist II – C41
Museum Specialist (Cowtown Volunteer Coordinator) – C41	Museum Specialist II – C41
Program Specialist (Century II Event Coordinator) – C41	Event Coordinator – C41

These are all lateral reclassifications just to more appropriately title them in the exempt system.

Support Supervisor (Cowtown Farm Specialist) – B32	Museum Specialist I – B32
Museum Specialist (MAAIC Museum Director) – C41	Museum Specialist I – B32
Museum Specialist (MAAIC Education Coord.) - C41	Museum Specialist I – B32
Museum Specialist (Cowtown Assistant Curator) – C41	Museum Specialist I – B32

The first position is reclassified laterally. The others are lowered to more appropriately position them in relation to their supervisors and reflect their comparative responsibilities.

Five positions were lowered in pay range, four were raised and four were not changed (classification title changes only).

No positions are eliminated so no jobs are lost. Also, no salaries are reduced because the broad ranges for exempt positions accommodate all current salaries.

Except for the Century II and CityArts Managers, the new classifications could be useful for other City positions in the future if further developments occur. This is especially true for the Museum Specialist I, II and III series.

Classification of the Program Manager (Arts & Cultural Services Manager) is not changed by this request. It is in D Band, comprised largely of managers of significant organizational units within a department. These include Assistant Department Directors, Division Managers, Program Managers, Deputy Police and Fire Chiefs, Police Captains, Fire Battalion Chiefs, and other individual management classifications such as Purchasing Manager and Budget Officer. There are two Grades in D Band – D7 and D6. Sub-grades under D6 are D63, D62 and D61. This Program Manager is at the D62 level, which is still appropriate compared to other D Band positions.

The revised Exempt Employee Classification Ordinance is attached, with the new classifications bolded.

Financial Considerations: The cost of these changes is $10,765, and will be absorbed in the Division's 2010 budget. This expense is necessary to: (1) raise two employees' salaries to the minimum of their new pay ranges; and (2) to raise two employees' salaries so they are reasonably higher than those they supervise.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective.

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

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

ORDINANCE NO. 48-725

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. 48-586

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

Classification	Pay Range Numbers
Accountant	C41
Airport Operations Superintendent	C43
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D71
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Event Facilitator	C42
Event Coordinator	C41

Classification	Pay Range Numbers
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	C44/C51
Fiscal Analyst	C41
Food and Beverage Supervisor	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	C44/C51
Museum Specialist I	B32
Museum Specialist II	C41
Museum Specialist III	C43
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Safety Coordinator	C43
Senior Systems Analyst	C45/C52

Classification	**Pay Range Numbers**
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Superintendent of Transportation	C44/C51
Support Supervisor	B32
Systems Analyst II	C42
Systems Analyst III	C44/C51
Tennis Professional	C42
Transportation Development Coordinator	C43
Warehouse Supervisor	C41

SECTION 2. Ordinance No. 48-586 is hereby repealed.

SECTION 3. This ordinance shall take effect on May 1, 2010, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 27th day of April 2010.

_____
Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

-3-

ORDINANCE NO.

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. 48-586

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

Classification	Pay Range Numbers
Accountant	C41
Airport Operations Superintendent	C43
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	**C44/C51**
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	**C44/C51**
City Engineer	D71
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	**C42**
Department Director	E81 – E83
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Event Facilitator	**C42**
Event Coordinator	**C41**

Classification	Pay Range Numbers
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	C44/C51
Fiscal Analyst	C41
Food and Beverage Supervisor	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	**C44/C51**
Museum Specialist I	**B32**
Museum Specialist II	**C41**
Museum Specialist III	**C43**
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Safety Coordinator	C43
Senior Systems Analyst	C45/C52

Classification	**Pay Range Numbers**
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Superintendent of Transportation	C44/C51
Support Supervisor	B32
Systems Analyst II	C42
Systems Analyst III	C44/C51
Tennis Professional	C42
Transportation Development Coordinator	C43
Warehouse Supervisor	C41

SECTION 2. Ordinance No. 48-**586** is hereby repealed.

SECTION 3. This ordinance shall take effect on **May 1, 2010**, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

_____
Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. III-13

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: DER2010-00005: Downtown Streetscape Design Guidelines (Districts I, IV and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Adopt the resolution.

Background: In November 2007, the City Council adopted the Arena Neighborhood Redevelopment Plan. This Plan recommended hiring a design consultant to develop guidelines for public improvement projects to help frame and define a unique, distinctive, and attractive identity for downtown. In February 2009, the City Council approved a coordination agreement with Sedgwick County to jointly fund the development of downtown streetscape design guidelines in conjunction with the development of wayfinding signage improvements for the Intrust Bank Arena. Professional Engineering Consultants was hired in May 2009 to develop the streetscape design guidelines, and has used a process involving a steering committee of key City staff and downtown stakeholders to develop the attached Downtown Wichita Streetscape Design Guidelines, April 2010.

The Design Council reviewed a draft of the guidelines at their meeting on February 17, 2010, and has provided significant input for the guidelines. At their meeting on March 17, 2010, the Design Council endorsed the guidelines. Community input for the guidelines has been received at several community engagement events for the Downtown Master Plan, and the Downtown Master Plan Steering Committee endorsed the guidelines on March 19, 2010. A City Council workshop was held on the guidelines on March 23, 2010, and City Council input from the workshop has been incorporated into the guidelines.

Analysis: The Downtown Wichita Streetscape Design Guidelines, April 2010, contains recommended design concepts and guidelines to be used in future planning and decision-making regarding public infrastructure investment in downtown. The framework for the guidelines provides that the design of streetscape improvements will be determined by three input factors:

1. Street Type – The function or purpose of the street, such as whether it's a thoroughfare for automobiles or a side street more for pedestrians, will determine how the street right-of-way is allocated to various functions such as vehicle travel lanes, parking, bike lanes, or sidewalks.
2. Adjacent Land Use – The amount and location of streetscape amenities such as seating, lighting, trash receptacles, and bicycle parking will be provided at a level that appropriately supports the land uses along the street corridor.
3. District Character – The district, such as Old Town or the Arena Neighborhood, in which the street corridor is located will determine the style of streetscape amenities. Three amenity style groups are recommended: traditional, contemporary, and artistic. The style groups will reinforce the character of the district through complementary design of streetscape amenities. Each district also will have a recommended palette of street trees that will further reinforce the character of the district.

The overall goal of the guidelines is to create a sense of place through quality design that enhances the downtown experience. The goal will be accomplished by promoting continuity among the various streetscape designs in downtown. However, the guidelines promote unique and distinctive designs and purposefully do not control every aspect of streetscape design. The guidelines will be implemented with flexibility and will be periodically updated as necessary changes and refinements are identified through the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

Financial Considerations: The Downtown Wichita Streetscape Design Guidelines, April 2010 will provide guidance in future planning and decision-making regarding public infrastructure investment in downtown Wichita. Specific financial considerations regarding investments in public infrastructure will be addressed as individual infrastructure projects are implemented.

Goal Impact: The Downtown Wichita Streetscape Design Guidelines, April 2010 impacts two goal areas. It will help achieve the goal of creating vibrant neighborhoods, as well as the goal of promoting economic vitality.

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

Recommendation/Actions: It is recommended that the City Council adopt the resolution endorsing the design concepts and guidelines recommended in the Downtown Wichita Streetscape Design Guidelines, April 2010.

Attachments: Resolution
Downtown Wichita Streetscape Design Guidelines, April 2010

RESOLUTION NO.10-101

A RESOLUTION ENDORSING THE DESIGN CONCEPTS AND GUIDELINES RECOMMENDED IN THE DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES, APRIL 2010

WHEREAS, the Arena Neighborhood Redevelopment Plan was adopted by the City Council of the City of Wichita on November 6, 2007; and

WHEREAS, Implementation Action 3a of the Arena Neighborhood Redevelopment Plan states, "Hire a design consultant to help develop, with input from the City's Design Council, a comprehensive set of essential design criteria, elements and images that will help frame and define a unique, distinctive and attractive identity for the Plan area, with respect to public improvement projects and joint public/private redevelopment initiatives."; and

WHEREAS, the City Council of the City of Wichita and the Board of County Commissioners of Sedgwick County entered into a coordination agreement on February 25, 2009 to jointly fund professional consulting and design services for the development of streetscape design guidelines; and

WHEREAS, the City Council of the City of Wichita approved an agreement for professional services with Professional Engineering Consultants on May 12, 2009 to develop streetscape design guidelines; and

WHEREAS, the Downtown Wichita Streetscape Design Guidelines, April 2010 represents the culmination of said professional services and contains recommended design concepts and guidelines to be used in future planning and decision-making regarding public infrastructure investment in downtown Wichita; and

WHEREAS, the recommended design concepts and guidelines contained in the Downtown Wichita Streetscape Design Guidelines, April 2010 are subject to further changes and refinements that will invariably come from the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

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

Section 1. The City Council of the City of Wichita endorses the design concepts and guidelines recommended in the Downtown Wichita Streetscape Design Guidelines, April 2010.

Section 2. The City of Wichita shall use the recommended design concepts and guidelines contained in the Downtown Wichita Streetscape Design Guidelines, April 2010 as guidance in future planning and decision-making regarding public infrastructure investment in downtown Wichita.

Section 3. The City Council of the City of Wichita directs the staff of the City of Wichita to update the Downtown Wichita Streetscape Design Guidelines as necessary changes and refinements are identified through the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

ADOPTED by the governing body of the City of Wichita, Kansas, this 20th day of April, 2010.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES, APRIL 2010

DRAFT

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Skinner Design Studios

"Streets and their sidewalks, the main public places of a city, are its most vital organs…If a city's streets look interesting, the city looks interesting; if they look dull, the city looks dull."

Jane Jacobs

DRAFT

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES

APRIL 2010

DRAFT

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Skinner Design Studios

Plan Acknowledgements

City of Wichita

Carl Brewer. Mayor
Jim Skelton. Council Member - District 3, Vice-Mayor
Lavonta Williams. Council Member-District 1
Sue Schlapp. Council Member-District 2
Paul Gray. Council Member-District 4
Jeff Longwell. Council Member-District 5
Janet Miller. Council Member-District 6

Steering Committee

Gary Janzen, P.E. Public Works (Engineering)*
Scott Knebel, AICP. Metropolitan Area Planning Department*
Paul Gunzelman, P.E. Public Works (Engineering)*
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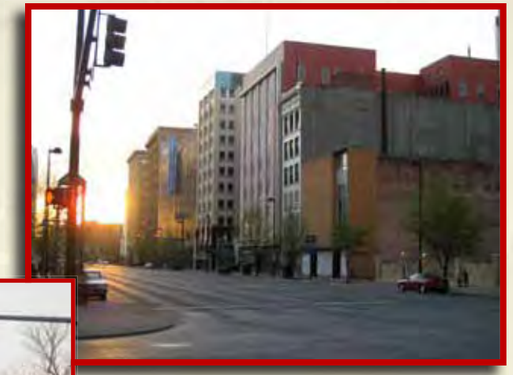
* Core Project Team member

DRAFT



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I. Introduction

The *Downtown Wichita Streetscape Design Guidelines, April 2010,* referred to throughout this document as the Streetscape Design Guidelines, are the result of years of planning activities. These guidelines help to implement several planning initiatives and represent their spirit and intent through a comprehensive design framework. This framework serves one basic purpose – to help improve the sense of place in downtown Wichita.

The cornerstone of the Streetscape Design Guidelines is an innovative implementation model that integrates context-based design into downtown's street environment. To this point, streetscape design has largely been decided on a project-by-project basis, with a few consistent design features. Going forward, these guidelines will provide a set of cohesive design principles for future street improvements. As a result, future projects will enhance the beauty of downtown while improving downtown mobility for all users of the street network.

A. Relation to Other Planning Documents

Due to its location in downtown, the Streetscape Design Guidelines are influenced by other existing planning documents. These documents' study areas abut, overlap, or are completely contained by the boundaries of the downtown streetscape guidelines. Several of these documents have established design recommendations, including streetscape elements. It is important that these planning documents are properly acknowledged in this plan. This section identifies five key planning documents that have an important relationship with the Streetscape Design Guidelines. These documents include:

- *Downtown Revitalization Master Plan*
- *Arena Neighborhood Redevelopment Plan*
- *Delano Neighborhood Revitalization Plan*
- *Douglas Design District Streetscape Improvement Plan*
- *Walker and Carl Walker Parking Plans*

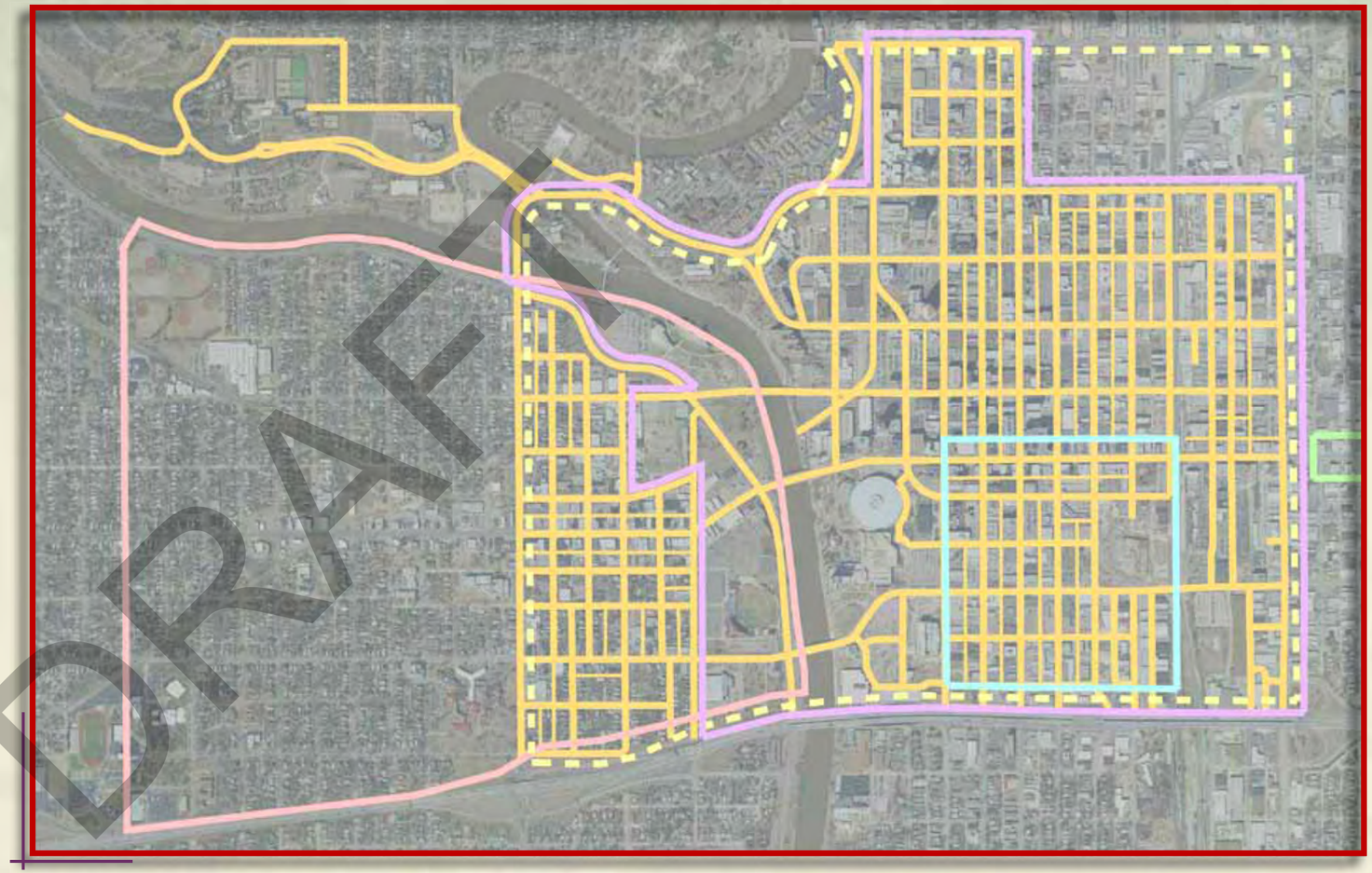
The background history of each study area is briefly discussed, followed by a summary of the components of the planning document. Finally, the unique relationship between the specific planning document and the downtown streetscape guidelines is analyzed. The locations of the study areas for each planning document, including the Streetscape Design Guidelines, is identified in the Location of Study Areas Map to the right.

1. Downtown Revitalization Master Plan

Currently, the Downtown Revitalization Master Plan (DRMP) is under development. The development of these Streetscape Design Guidelines has proceeded concurrently with the DRMP planning process. The prime consultant for these design guidelines, Professional Engineering Consultants (PEC), is also a member of the consultant team for the DRMP. Coordination

Location of Study Areas

Not to Scale



Streets covered by Streetscape Design Guidelines

Downtown Revitalization Master Plan

Arena Neighborhood Redevelopment Plan

Delano Neighborhood Revitalization Plan

Douglas Design District Streetscape Improvement Plan

Walker and Carl Walker Parking Plans

between the two projects ensures a high degree of consistency, which is important due to their very similar project boundaries.

At the heart of both documents is the ultimate goal to improve downtown. But the DRMP has a much more comprehensive scope than the Streetscape Design Guidelines. Most downtown master plans contain a streetscape element. Therefore, the Streetscape Design Guidelines can almost be considered an implementation component of the DRMP.

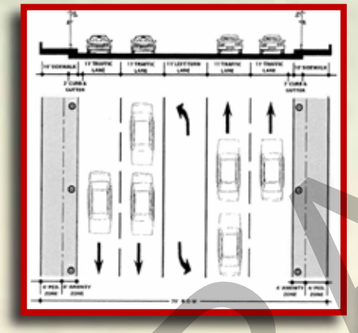
Several aspects of this coordinated approach to project development are worth mentioning. First, the street types were developed in concert with the DRMP transportation consultant. This led to the refinement of the Balanced Street types. Second, the streetscape design framework was coordinated with the DRMP urban design leader to ensure consistency with the DRMP's conceptualized urban fabric. Third, the inclusion of the cycle track bicycle facility type was suggested by the DRMP transportation consultant. Finally, public involvement opportunities were shared by the two projects. This was vital to maintaining stakeholder engagement.

2. Arena Neighborhood Redevelopment Plan

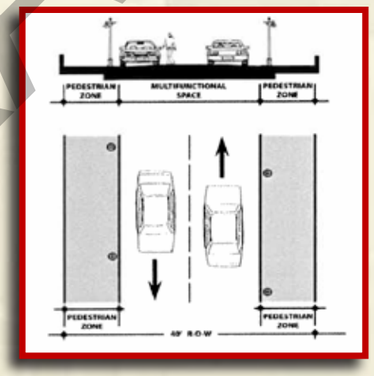
The INTRUST Bank Arena is a vital component of downtown Wichita. The *Arena Neighborhood Redevelopment Plan* is an intergovernmental effort by the City of Wichita, Sedgwick County, and the Wichita Downtown Development Corporation. The boundaries of this plan are Main Street on the west, the central rail corridor on the east, the Kellogg freeway on the south, and Douglas Avenue on the north. This plan:

- Ensures the area within the plan includes high quality architecture that compliments both the existing architecture and public sector improvements in the area. This includes the protection and rehabilitation of important existing structures.
- Promote a visually-appealing, secure, and comfortable physical place by establishing architectural guidelines and building materials for façade improvements and new construction within the area. These include, but are not limited to consistency in building height, scale, massing, fenestration, rooflines, and a palette of acceptable colors and building materials.
- Discusses ADA accessibility, variety of uses, mixture of market components, intensity of use, and linkage to existing infrastructure.
- Recommends the development of streetscape design guidelines (Implementation Action 3a), which is a driving factor behind the development of the Downtown Streetscape Design Guidelines.

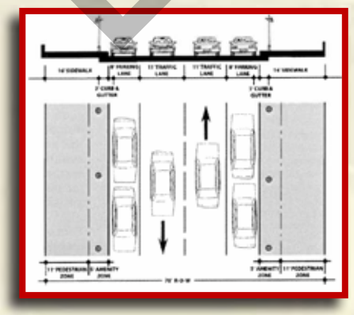
The *Arena Neighborhood Redevelopment Plan* also includes specific recommendations for three street types within the arena neighborhood. These include balanced streets, pedestrian streets, and plaza streets, which are shown below. These street type standards influence the street types identified in the Streetscape Design Guidelines.



Balanced Street Section
Source: Gould Evans.



Plaza Street Section
Source: Gould Evans.



Pedestrian Street Section
Source: Gould Evans.

3. Douglas Design District Streetscape Improvement Plan

The Douglas Design District is located directly to the east of downtown Wichita. This district is the Douglas Avenue corridor from Washington Street east to Glendale Street. The Douglas Design District Association, a civic not-for-profit organization that represents businesses within the corridor, is the driving force behind the streetscape improvement plan. Over many decades the district amassed a wide variety of architectural types as it transitions from an urban character on its western end to a more traditional inner-ring suburb on the eastern end. The Douglas plan presents an improved, revitalized, vibrant commercial corridor in 2020 through the use of design concepts and streetscape improvements.

The Douglas plan is primarily an economic tool to promote redevelopment within the aging commercial corridor. There is also a design concepts section, which includes streetscape improvements. Some of these include:

- Retain existing on-street parallel parking stalls and establish on-street bike lanes.
- Install uniquely-designed street furniture such as trash receptacles, bike racks, historic markers, public art, etc.
- Introduce comprehensive street landscaping (street trees, raised landscape medians, planters, etc.) on Douglas at Washington extending east to the I-135 overpass.

The Douglas plan's specific recommendations for street improvements are recognized in the Streetscape Design Guidelines. Douglas Avenue is an important connection between the downtown and I-135. Proposed improvements in the Streetscape Design Guidelines should balance the site amenities along Washington Street at the intersection with Douglas Avenue. There should be a continuity of design along Douglas Avenue that provides a healthy transition from one area to the next.

Recommended Green Landscaping Concept
Source: Wichita-Sedgewick County MAPD.

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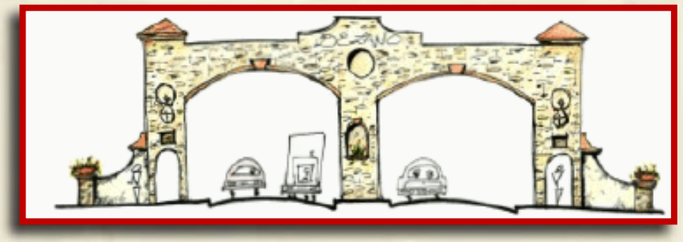
4. Delano Neighborhood Revitalization Plan

The Delano Neighborhood is located directly to the west of downtown Wichita, on the far side of the Arkansas River, as shown on the location map. Originally a separate municipality from Wichita that is actually older than the larger city of Wichita, Delano was annexed to Wichita in the late 1870s. Delano's history as a separate community affords this neighborhood a distinct character and feel that is different from the abutting neighborhoods. Its location on the river and close proximity to Wichita's central business district, original historical architecture, and pedestrian-scale of development have led to increased development in the area. The *Delano* plan is a planning document aiming to re-establish an urban neighborhood desirable for a quality live/work lifestyle.

The *Delano Neighborhood Revitalization Plan* includes specific neighborhood design guidelines for site design, landscaping, lighting, signage, gateway features, and architectural recommendations within the Delano Neighborhood Overlay District. The Delano neighborhood is physically separated from adjacent neighborhoods, including downtown Wichita.

5. Walker and Carl Walker Parking Plans



Major Gateway at South Seneca
Source: Law Kingdon

Gateway at Douglas/Meridian
Source: Law Kingdon

The study areas for both parking plans include the study area for the Streetscape Design Guidelines and extends further north to Murdock. These transportation plans include a thorough inventory of the existing on-street and off-street parking within the downtown area and discuss transportation demand management strategies. The parking signage and wayfinding issues addressed in the parking plans influenced similar signage recommendations in the Streetscape Design Guidelines.

Parking information provided in both plans will help influence parking capacity in the Streetscape Design Guidelines. Underutilized parking areas identified in the parking plans will also help determine if design standards need to be modified to accommodate additional parking, especially during special events.

B. Project Goals

Goal 1

Improve the vibrancy of downtown streets

Vibrant streets bustling with activity are indicative of a successful, economically healthy downtown. Anyone who has visited New York City, Chicago or any number of large cities can attest to this. The classic movie scene of grabbing a hot dog or newspaper at a corner stand while business people shuffle by is almost cliché. Yet in Wichita, such activity is limited in many areas.

There are several obvious reasons this scene is limited in Wichita. Cultural differences, population density and economic demand are certainly three of those reasons. However, one explanation that cannot be overlooked is the design of Wichita streets as compared with those found in more quintessential urban settings. In such environments, wide sidewalks accommodate high pedestrian volumes and provide ample space for vendors, performers and sidewalk cafés. Spacious plazas, showcasing monuments and works of art, provide venues for gatherings, festivals and open-air markets. Abundant seating options afford pedestrians opportunities for respite. Streets are easy to navigate, "user-friendly" and accessible to a broad spectrum of users.

These design characteristics create an environment that supports a variety of street-level activities for all users. This document provides guidelines for incorporating such characteristics into the design of downtown streets.

Goal 2

Improve linkages between downtown destinations

The community has invested significant resources developing destinations to serve a variety of governmental, entertainment, cultural and economic purposes. There are also plans for additional future facilities, such as the new Central Library. While many of these destinations are attractive and function well, they are distributed across the relatively large area of downtown Wichita and many are not connected visually or functionally.

Visual cohesiveness links major destinations together to enhance the sense of place. It also makes travelling between destinations a more pleasurable experience, whether by walking, driving or bicycling.

Barriers are also obstacles to overcome in downtown. The central rail corridor and the Arkansas River are two examples of barriers that inhibit strong linkages. Also, some streets and alleys have been vacated and developed upon, which blocks view corridors and creates longer travel distances.

This document contains design strategies that will provide visual and functional linkages to connect destinations that are dispersed throughout downtown. It also incorporates thematic wayfinding techniques to facilitate downtown mobility.

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Goal 3

Improve the degree of engagement between the travelling public and the street environment in downtown

With the advent of the automobile, many American cities turned their backs on transit, walking and bicycling as forms of transportation. Streets in downtowns across the country became very auto-centric. In recent years, environmental concerns, rising oil prices and the desire to become more physically fit have led to increased public desire for transportation alternatives to the car.

There is a tremendous challenge in retrofitting auto oriented streets to better suit the needs of pedestrians and bicyclists, and to a lesser degree transit. Wide travel lanes with relatively high posted speed limits and narrow sidewalks with few amenities create a hostile environment for walkers and cyclists. However, good design standards and dedication of sufficient resources can once again make streets safe and inviting to all users.

One concept that has gained popularity is that of "complete streets." The idea of complete streets advocates the creation of streets that are amenable to all users – motorists, pedestrians, bicyclists and transit. It is important to note that the concept does not ask people to eschew their cars. Rather, it simply places additional importance on the other transportation modes, stating that those modes must be designed for as well.

That being said, it is not practical for all streets to accommodate all users to the highest possible level of service. Some streets must be reserved as the primary vehicular corridors into and out of downtown. Others, typically those with moderate traffic volumes, can be designed with integrated bicycle facilities. Still others may be designated as transit corridors and designed to better accommodate transit vehicles and users. What is critical is that the downtown street network provides viable, user-friendly transportation facilities for all modes of travel.

This document provides design strategies for integrating the complete streets concept into the downtown street network. This will allow motorists, bicyclists, pedestrians and transit patrons to safely enjoy all that downtown has to offer.

Goal 4

Improve the aesthetic and functional consistency of downtown streets through good streetscape design principles

A key component of creating critical mass in downtown is to provide streets and spaces that not only function well, but look good doing it. Beautiful streets are of little worth if they do not adequately transport cars, trucks, bicycles, buses and pedestrians. They must also support adjacent development with effective on-street parking. Conversely, fully functioning streets add little to the fabric of downtown if they are dull, boring and ugly. Good streetscape design accounts for both form and function.

Over the years, streets have been constructed in downtown to varying degrees of design. A few corridors, Douglas Avenue and Old Town in particular, have maintained a reasonable level of design quality and consistency. However, other streets have been constructed to a lesser degree of design quality, which detracts from the overall appeal of downtown. A comprehensive set of design guidelines will enhance the City's ability to maintain consistency and cohesiveness throughout downtown.

This document provides cohesive design principles that will help create attractive and functional downtown streetscapes. The guidelines provide for the appropriate use of art and landscaping to improve the downtown sense of place.

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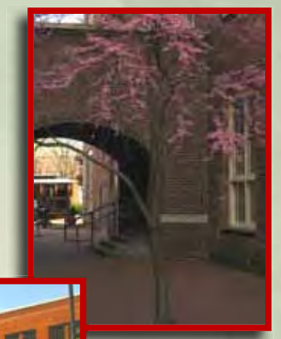

C. Important Considerations

There have been several items identified that have been considered as the Streetscape Design Guidelines were developed and need to continue being considered as they are implemented. A brief explanation of some of the more important of these items is included for discussion purposes.

1. Maintenance and Operations Issues

This document is concerned mostly with the development of future streetscape designs in downtown Wichita. It does not go into great detail regarding the maintenance and operations after the guidelines are implemented into constructed streetscape projects. As new street projects are conceived and the bid documents are developed, the City will be considering aspects of maintenance and operations. As such, it may not be possible for all aspects of the amenities to be developed at one time.

The City will consider maintenance and operational capacity for each project. It is unlikely that the City will build a project if sufficient ongoing maintenance and operational resources cannot be identified. Therefore, most of the guidelines are structured to have a range of possibilities from preferred to acceptable, with the acceptable option being the minimum desired standard.

Also, there may be opportunities going forward to look at design options that could yield cost savings for maintenance and offer operational advantages. These options frequently incur higher capital costs, but offer advantages over time. For example, the City has recently begun using LED (light-emitting diode) traffic signal lights. They are more expensive than traditional incandescent bulbs, but last many times longer and use far less electricity. So, the City has made the decision to pay more up front and recapture those expenses in the form of lower maintenance costs and higher operational efficiency.

There are three options identified for consideration that could be implemented as deemed feasible. As with the traffic signal lights, the City could begin using LED bulbs for their street lights. This may require some coordination with Westar, but it could potentially offer similar advantages. Another lighting option is that of solar powered street lighting fixtures. There are several manufacturers that offer products that could work for downtown. Consideration would have to be given to design, as these fixtures require a solar panel to gather the sun's energy. However, some of the products have the solar panels integrated into the fixture head to streamline the design. Products such as the "Big Belly Solar Trash Compactor" could be considered in lieu of traditional garbage receptacles. Product design would also need to be considered with the "Big Belly," as the product is relatively large and offers few design options. The main advantage to such a product would be in operational capacity. They would require less frequent emptying of trash, which would free those resources for other activities.

2. Avoiding Monotony in Streetscape Design

It would be rather simple to create a set of design guidelines that could be applied uniformly throughout downtown. The City could simply say that every street light installed shall look like this, or that every bench shall look like that. However, the end result of such an approach would be an entire downtown that looks the same everywhere without taking into consideration the architectural and artistic differences from district to district within downtown.

These guidelines have been developed to consider the uniqueness of the individual districts and sub-districts within downtown. For example, it is plain to see that Old Town has a completely different design feel and aesthetic than Water Walk. These differences should be reflected in streetscape design that compliments adjacent design characteristics of the built environment. The end result will enhance the sense of place within downtown and provide a more pleasurable experience for the street user.

3. Need for Flexibility

It must be considered that the downtown environment is very complex. Streets and facilities have been built over a span of more than a century. During that time frame modes of travel have changed, building techniques have evolved and development regulations have been periodically updated. Therefore, it is impossible to fathom every scenario that could arise through the design and construction of a street project.

Even with the included range of acceptable options, some options may not be feasible given the aforementioned complexities. It will be necessary for design professionals and decision makers to remain flexible in such situations and formulate the best alternative design options.

4. Importance of Accessibility

Downtown is likely the most diverse place in Wichita. People from all walks of life, all races and ethnicities, all socioeconomic classes and all manner of physical ability converge daily upon downtown to partake of its businesses and services. Because of this, downtown needs to be accessible and hospitable to the broadest cross-section of our community's population. It is a stated goal that downtown streets need to be designed for all users. This includes the disabled and less mobile members of our community. The importance of accessibility to all cannot be understated. From a design perspective, the Americans with Disabilities Act Accessibility Guidelines (ADAAG) represent the minimum acceptable standards of accessibility and not the maximum.

5. Existing Downtown Walking Trails

The City recently installed signage along several downtown streets, which demark three downtown walking trails:

- The Kansas Poets Trail;
- The Kansas Sports Trail; and
- The People of Kansas Trail

As streets are reconstructed to the Streetscape Design Guidelines, these trails should be considered and signage replaced as needed.

The Kansas Poets Trail signs include poetry excerpts from Kansan poets. The Kansas Sports Trail includes quotes by Kansan sports figures or about Kansas sports teams. The People of Kansas Trail includes quotes or information about figures from the history of Kansas. The routes taken by each of these trails along with signage samples are detailed in Appendix B.

D. Policy Recommendations

There are four policy recommendations that would further the goals of the Streetscape Design Guidelines. A comprehensive discussion of these policy recommendations is included in Appendix A. The recommendations are:

1. **Policy Recommendation #1 –**
Establish an internal review process for implementation of the Streetscape Design Guidelines.

2. **Policy Recommendation #2**
Develop prioity enhancement areas for public infrastructure in downtown.

3. **Policy Recommendation #3**
Revise applicable codes, ordinances and policies to better facilitate street level activities

4. **Policy Recommendation #4**
Develop guidelines specifically for the design of on-street bicycle facilities and cycle tracks

5. **Policy Recommendation #5**
Develop a City policy to address advertising signage in the street right-of-way to incorporate the Lifestyle Pylons, Mini-pylons and Wayfinding Map Kiosks suggested in the Streetscape Design Guidelines.

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II. Users Guide

A. Purpose and Vision

The ultimate purpose of the Streetscape Design Guidelines is voiced thoroughly in the project goals. To summarize, the purpose of the project is to improve the design aesthetic and design consistency of downtown streetscapes while making the streets more functional for all users.

The Vision Statement of the project is stated as follows:

"Sense of place through quality design enhances the downtown experience."

This statement also serves as the intangible output for the plan implementation model, as will be discussed later in this section.

B. Intended Audience

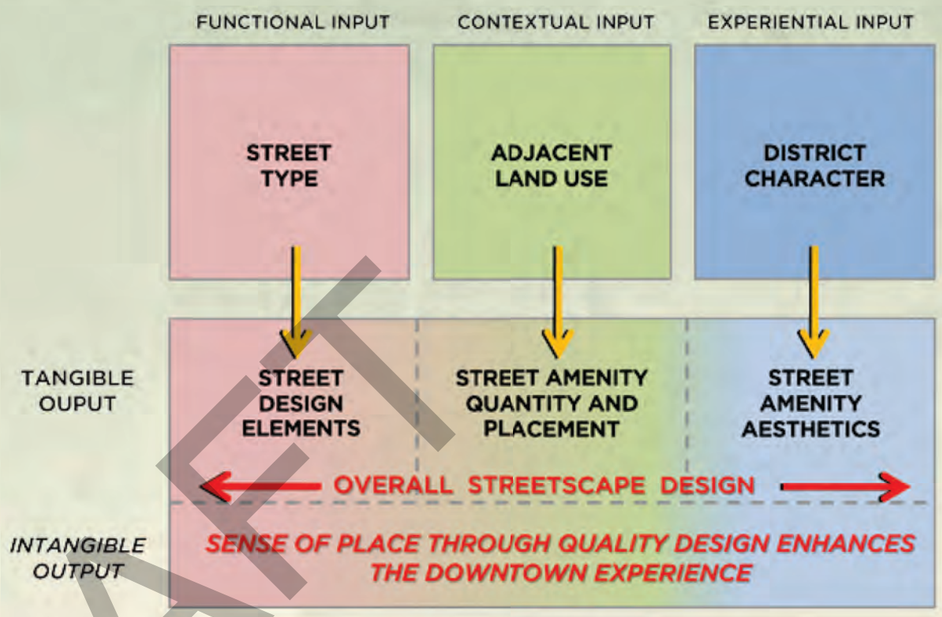
There are three primary users of the Streetscape Design Guidelines:

- General Public
- City Staff
- Design Professionals

The general public will use the document mostly for informational purposes. The guidelines will provide a picture of how downtown will look, feel and function as street projects are constructed. Downtown stakeholders, such as business and property owners, are included in this audience.

City staff will use the Streetscape Design Guidelines to develop consistent and attractive downtown street projects. Also, staff will use them to review projects as they are being developed to ensure that the City's design preferences are incorporated into streetscapes. Additionally, as amenities are added to existing streetscapes, staff should use the document to ensure that they reflect the City's design preferences.

"Design professionals" is a generic term for the engineers, architects, landscape architects and artists hired by the City to design street projects. The Streetscape Design Guidelines will inform them on the City's preferences as projects are being designed. Preferred products and materials are specified to ensure a high degree of quality and consistency.



Implementation Model

C. Implementation Model

The implementation model is a visual representation of the process used to implement the Streetscape Design Guidelines from concept to design to construction. The model graphic is located above.

The implementation model is built on a series of three inputs. The *functional input* is based upon the project's street type, which is determined by how the street functions within the downtown street network. So, the output produced by the functional input is the street design elements. Specifics regarding functional input are found in Chapter 3.

The contextual input is based upon the existing land uses adjacent to the project. Different land uses require support of different types and service levels of street amenities. Therefore, the location and quantity of the various street amenities are the outputs determined by adjacent land use. Specifics regarding contextual input are found in Chapters 4 – 5.

The experiential input is based upon the architectural and design characteristics of the district or sub-district where the project is located. The output determined by the experiential input is the aesthetic of the streetscape amenities. Specifics regarding the experiential input are found in Chapter 6.

The abovementioned outputs combine to form the overall streetscape design, which is the tangible output of the implementation model. It is so called because it translates into the final built environment of the streetscape. The intangible output is the sense of place created by quality design, which enhances the downtown experience. This intangible output, as mentioned above, serves as the vision statement for the document.

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D. How to Use the Streetscape Design Guidelines

Each input has a specific designation as indicated in the table to the right.

The functional input designations are the capital letters "A" – "F", each letter representing one of the street types. The contextual input designations are the lowercase letters "a" – "f", each letter representing one of the typical land uses within downtown. The experiential input designations are the numbers "1" – "9", each number representing one of the districts or sub-districts within downtown. Each project will have a project input designation, represented by these three input designations combined.

For example, a street project on a Bicycle Balanced Street ("C") with adjacent retail land use ("b") located in the River Center District ("3") would have a project input designation of Cb3. This designation is used to determine the streetscape design of the project by correlating the designations with appropriate design elements in the abovementioned input chapters.

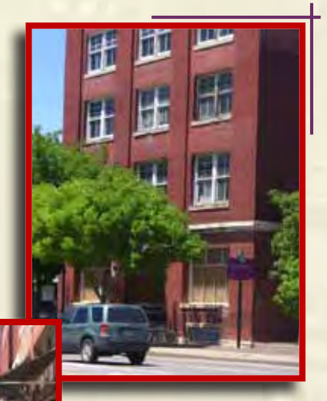
E. Applying the Streetscape Design Guidelines

These concepts are difficult to visualize as applied to the actual streetscape design based solely upon the narrative of this chapter. To assist the reader with visualization, conceptual illustrations representing the preferred scenarios have been developed. Appendix F contains the following three representative input designations:

- **Input Designation – Bb8**
  - Four or five lanes (two-way); two or three lanes (one-way)
  - Transit Balanced Street
  - Retail Land Use
  - Arena Neighborhood District
  - Traditional Style Group
- **Input Designation – Dd1**
  - Pedestrian Street
  - Mixed-use Land Use
  - Government Center District
  - Contemporary Style Group
- **Input Designation – Ef9**
  - Plaza Street
  - Arts Land Use
  - Commerce Street Sub-district
  - Artistic Style Group

Functional Input Street Type		Contextual Input Adjacent Land Use		Experiential Input District Character	
Designation	Name	Designation	Name	Designation	Name
A	Automobile Balanced	a	Office/Institution	1	Government Center District
B	Transit Balanced	b	Retail	2	Financial Sub-district
C	Bicycle Balanced	c	Residential	3	River Center District
D	Pedestrian	d	Mixed Use	4	Delano Sub-district
E	Plaza	e	Entertainment	5	WaterWalk Sub-district
F	Alley	f	Arts	6	Old Town District
				7	Museums on the River District
				8	Arena Neighborhood District
				9	Commerce St. Sub-district

Input Designation matrix



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III. Functional Inputs

A. Basic Street Types

The functional input for the implementation model is the street type. There were three basic street types introduced for downtown Wichita in the Arena Neighborhood Redevelopment Plan. These are Balanced Streets, Pedestrian Streets and Plaza Streets. This document builds upon those basic street types and provides additional Balanced Street options to support enhanced functionality of Downtown's entire transportation network. These guidelines do not provide a system map that assigns a street type to each street in the network. Rather, it is assumed that each street construction project's design specifications will include this information based upon other planning documents, including the Downtown Revitalization Master Plan.

These guidelines recognize the importance of preserving corridors for cars and trucks, which are the principal means of moving people and goods within downtown. Yet, it is also recognized that enhanced facilities for transit, pedestrians and bicycles will play an important role in ensuring a vibrant downtown into the future. Therefore, these guidelines seek to integrate all modes of transportation appropriately and pragmatically, without eliminating the vehicular usage of any downtown streets.

1. Street Design Elements

The following descriptions of each of the functional zones are listed in the same order as the General Street Section Options graphic from left to right:

Pedestrian Zone – This is the area constructed for people to walk on. It is part of what is commonly referred to as the "sidewalk." This area is normally kept clear of obstructions to allow pedestrians to move freely in their travels.

Amenity Zone – This is the area within the sidewalk that is reserved for amenity enhancements such as seating, trash receptacles and landscaping.

Bicycle Zone – This is the area within the right-of-way where dedicated bicycle facilities exist. A discussion regarding the different types of bicycle facilities is included as Appendix C.

Buffer Zone – This area is used in conjunction with the cycle track type of bicycle facility. It provides a physical separation between the cycle track and the parking zone or traffic zone.

General Street Section Options

Not to Scale

Parking Zone – This area is used for parking vehicles in one of four different configurations (parallel; 45° angled [pull-in]; 45° angled [back-in]; perpendicular). Appendix D contains a discussion regarding on-street parking.

Overhang/Door Zone – This is the area between the parking zone and other adjacent zones. In angled and perpendicular parking configurations, the overhang provides a buffer area between zones where the front ends of vehicles hang over the end of the parking zone. In the parallel parking configuration, the door zone provides a space where vehicle doors can open to minimize obstruction to adjacent zones.

Traffic Zone – This is the area within the right-of-way that contains travel lanes for motorized vehicles (cars, trucks, motorcycles and transit vehicles). The traffic zone(s) may be one- or two-way and lane configurations vary from street to street.

Median/Turn Lane Zone – This area is typically located near the center of the right-of-way, when it is present. Not all streets are designed with this zone. Medians may be designed with landscape or hardscape surfaces and may accommodate left turn lanes.

2. Street Type Listing

The following pages contain brief descriptions for each of the street types designated for development throughout Downtown. Each street type description includes:

- Input Designation
- Purpose
- Appropriate Corridor Locations
- Typical Characteristics

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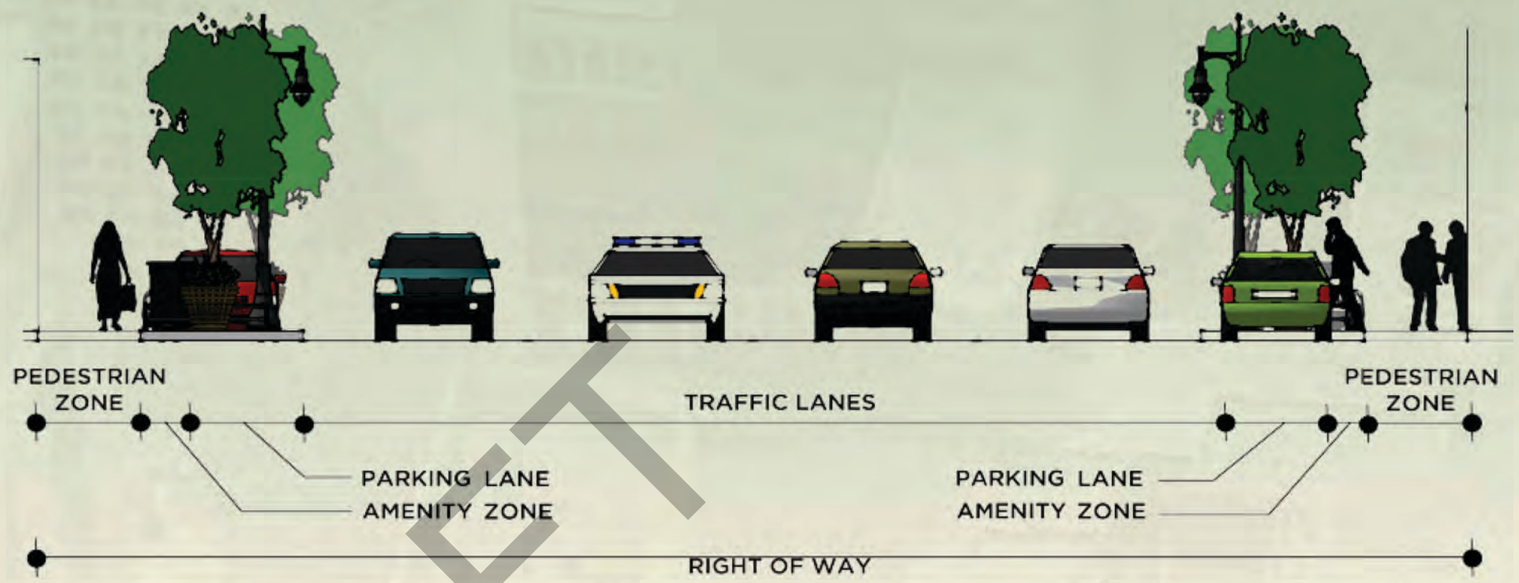
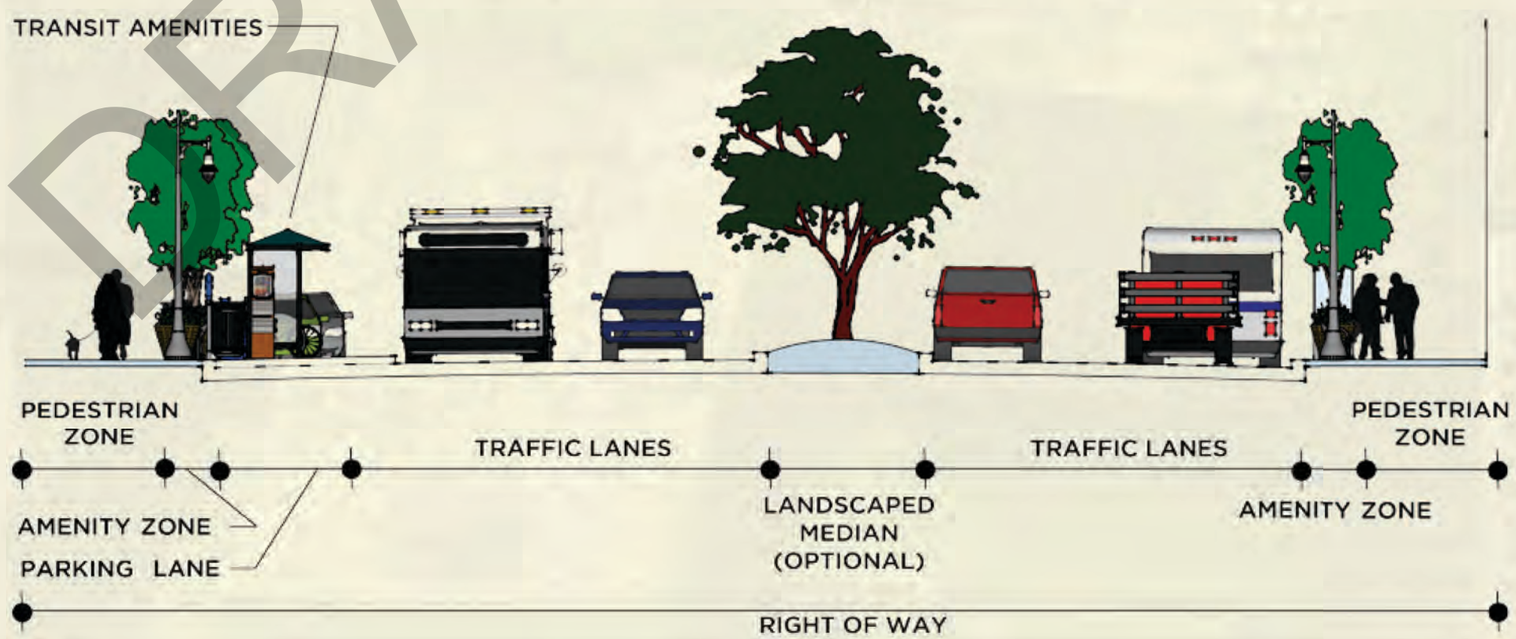
A. Automobile Balanced Streets – Input designation "A"

- The purpose of Automobile Balanced Streets is to provide appropriate facilities for moving cars and trucks into and through downtown, while providing adequate pedestrian corridors.
- This street type is appropriate for corridors that move high volumes of cars and trucks into and through downtown.
- Typical characteristics:
  - Four or five lanes (two-way); two or three lanes (one-way)
  - On-street parking, where right-of-way is sufficient
  - Left-turn bays at appropriate intersections, with continuous turn lanes where needed
  - Signalized intersections with pedestrian crosswalks, where warranted
  - Mid-block crosswalks possible where deemed appropriate



B. Transit Balanced Streets – Input designation "B"

- The purpose of Transit Balanced Streets is to enhance the mobility of transit vehicles within and through downtown, while providing adequate corridors for cars, trucks and pedestrians.
- This street type is appropriate for corridors that connect transit destinations, such as the Transit Center, public venues, entertainment venues and employment centers.
- Typical characteristics:
  - Four or five traffic lanes (two-way); two or three lanes (one-way); potential for transit-dedicated lanes
  - Wide lane widths to accommodate transit vehicles
  - On-street parking, where right-of-way is sufficient
  - Signalized intersections with pedestrian crosswalks, where warranted
  - Mid-block crosswalks possible where deemed appropriate
  - Enhanced bicycle parking options



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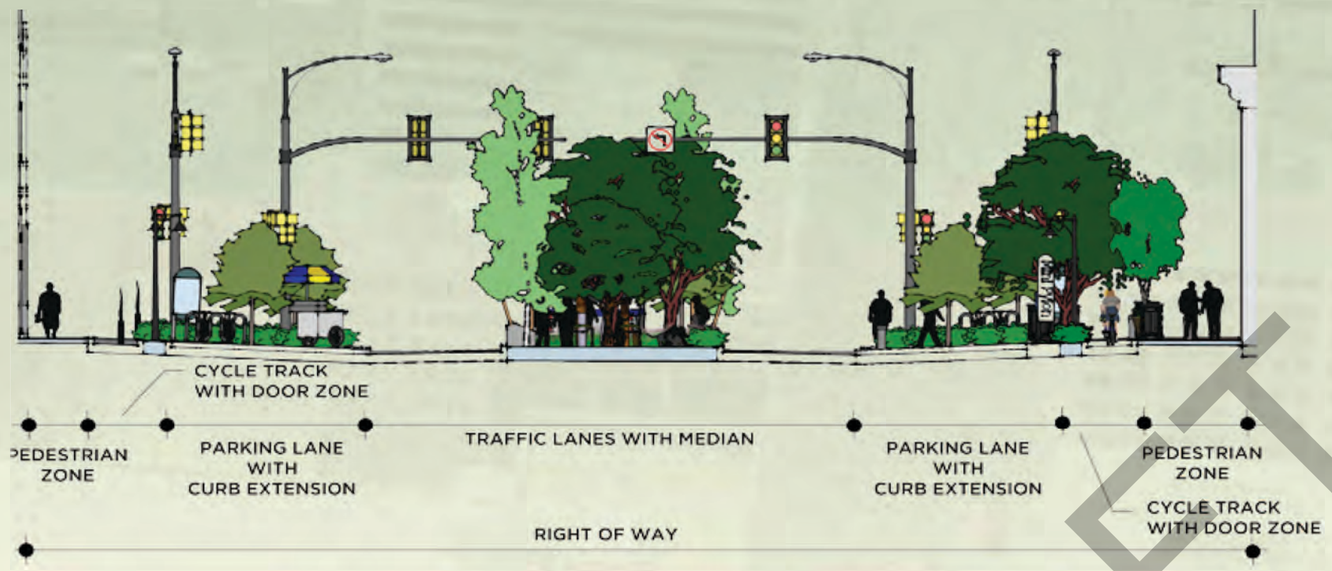
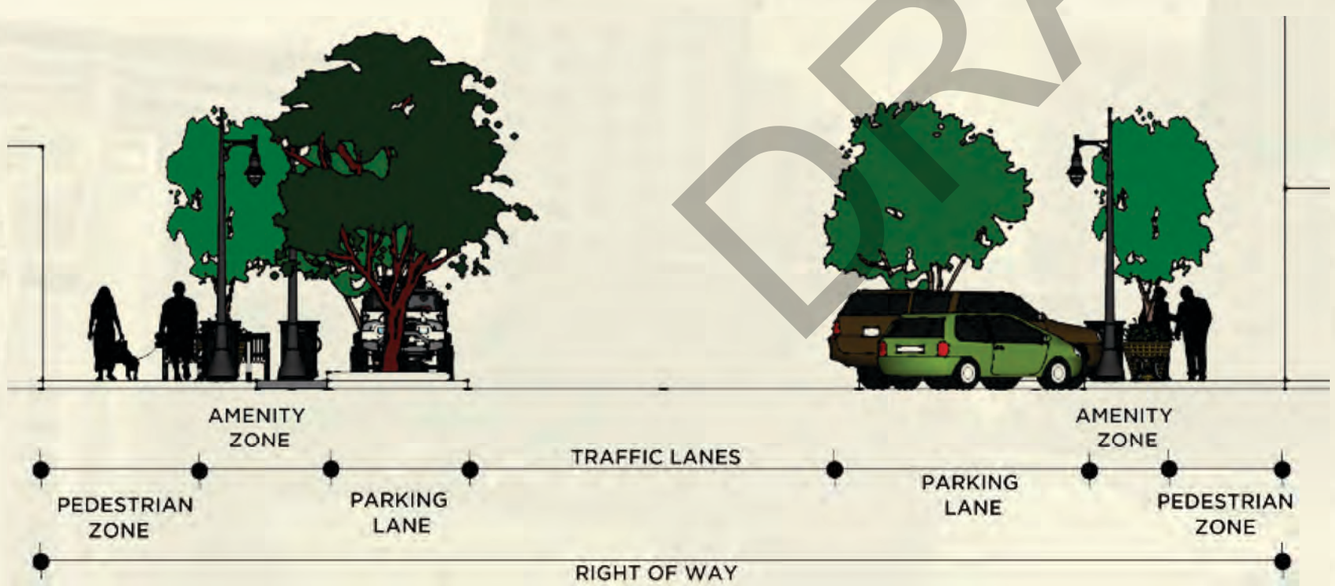


C. Bicycle Balanced Streets – Input designation "C"

- The purpose of Bicycle Balanced Streets is to enhance the mobility of bicyclists within and through downtown, while providing adequate corridors for cars, trucks and pedestrians.
- This street type is appropriate for corridors that connect destinations and provide connections to existing and planned bicycle facilities around Downtown. Low to moderate vehicular traffic volumes are preferred.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way); all configurations include on-street bicycle facilities:
    - Shared Travel Lanes
    - On-street Bicycle Lanes
    - Cycle Tracks
  - On-street parking, where right-of-way is sufficient
  - Enhanced bicycle parking options



D. Pedestrian Streets – Input designation "D"

- The purpose of Pedestrian Streets is to enhance pedestrian connections within downtown.
- This street type is appropriate for streets that provide circulation within Downtown, rather than on primary through-corridors.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way)
  - On-street parking with preference for angled spaces
  - Wide sidewalk widths
  - Traffic calming techniques to enhance pedestrian safety
  - Pedestrian crosswalks at intersections
  - Good pedestrian access to off-street parking facilities

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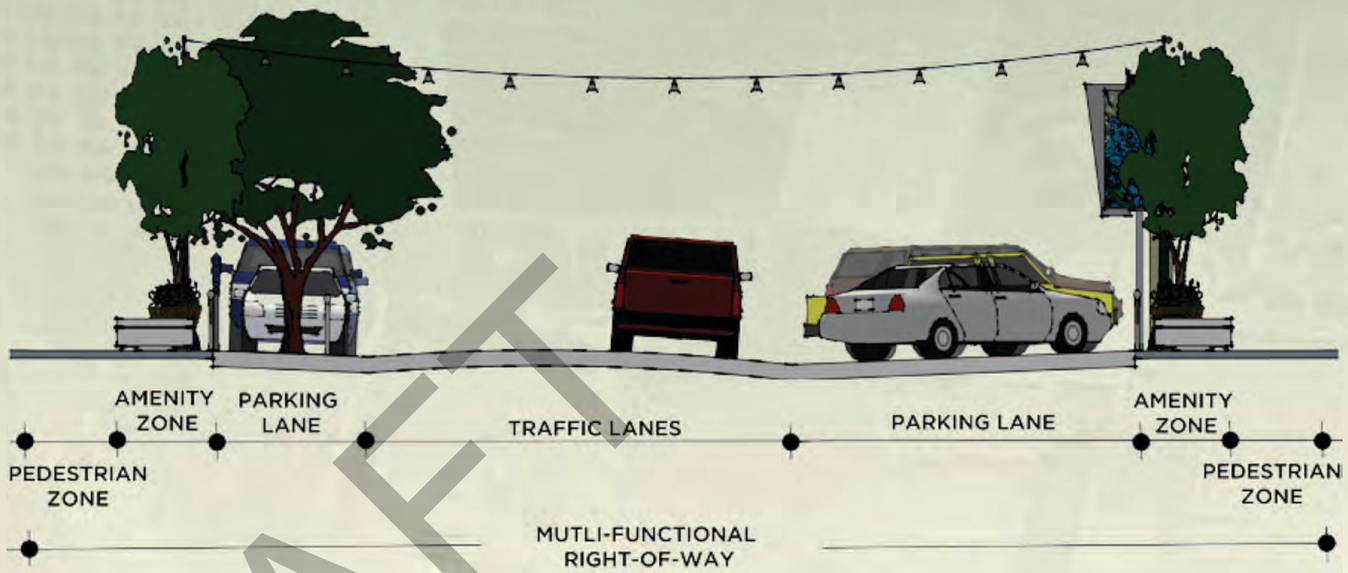
E. Plaza Streets – Input designation "E"

- The purpose of Plaza Streets is to provide multifunctional right-of-way space to accommodate street-level events while preserving vehicular access to adjacent property. Plaza Streets may be closed occasionally to restrict vehicular access during events.
- This street type is appropriate for low volume streets adjacent to entertainment land uses and event venues.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way)
  - On-street parking with preference for perpendicular spaces
  - Wide sidewalk widths
  - Plaza street design, which may include parking at sidewalk height
  - Pedestrian crosswalks at intersections
  - Traffic calming techniques to enhance pedestrian safety
  - Good access to off-street parking facilities
  - Bollards or barriers to facilitate street closure



F. Alley Streets – Input designation "F"

- The purpose of Alley Streets is primarily to provide utility routes and service/secondary access to individual parcels. May provide direct access to interior block parking facilities. May be considered as secondary areas for business related activities.
- This street type is appropriate for accessing the interior parcels of city blocks.
- Typical characteristics:
  - Two traffic lanes (two-way); one traffic lane (one-way)
  - Generally no parking within right-of-way, with loading zones for businesses
  - Through traffic discouraged
  - May be designated for mid-block pedestrian crossings, when evaluated for ADA compliance

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3. Functional Zones

The Functional Input Matrix includes design specifics for the various functional street zones within a street type's right-of-way. There are several assumptions made, as follows:

- The term "per project specifications" means that the amenity/zone/item being referred to will be determined according to a description included in the design specification documents for the project.
- "Lane configuration" refers to the number of lanes, direction of travel and location/dimensions of turn lanes.
- If there is not sufficient right-of-way to include an amenity zone, as is sometimes the case, there is no room for all of the amenities that would typically be needed. Therefore, in such cases, an amenity zone with accompanying amenities would not be included in the final design drawings.

Street Zone	Street Type (Implementation Designation in Parentheses)					
	Automobile Balanced Streets (A)	Transit Balanced Streets (B)	Bicycle Balanced Streets (C)	Pedestrian Streets (D)	Plaza Streets (E)	Alley Streets (F)
Traffic Zone[1] (Travel Lanes Only)						
Configuration	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs
Preferred Width	11' per travel lane	12' per travel lane	11' per travel lane	11' per travel lane	11' per travel lane	20' total
Acceptable Width	10' per travel lane	11' per travel lane	10' per travel lane	10' per travel lane	10' per travel lane	16' total
Parking Zone[2]						
Preferred Configuration	Parallel	Parallel	Angled (45 degrees)[3]	Angled (45 degrees)	Perpendicular	--
Acceptable Configuration	None	Angled (45 degrees)[3]	Parallel[4]	Parallel	Angled (45 degrees)	
Bicycle Zone[4]						
Configuration Option A	--	--	On-street bicycle lanes 4'-5' 6" per lane	--	--	--
Configuration Option B			Cycle Track 4' per lane plus 3' buffer			
Pedestrian Zone						
Preferred Width	11' per side	11' per side	11' per side	12' per side	12' per side	--
Acceptable Width	6' per side	6' per side	6' per side	7' per side	7' per side	

Street Zone	Street Type (Implementation Designation in Parentheses)					
	Automobile Balanced Streets (A)	Transit Balanced Streets (B)	Bicycle Balanced Streets (C)	Pedestrian Streets (D)	Plaza Streets (E)	Alley Streets (F)
Amenity Zone						
Type/Configuration	Planting Strip Encouraged			Planting Strip Encouraged		--
Preferred Width[5]	5' per side	7' per side	7' per side	7' per side	7' per side	
Acceptable Width[6]	0'	5' per side	5' per side	5' per side	5' per side	
Curb Zone (including gutter pan)						
Preferred Width	36"	36"	36"	36"	Concrete Brick Header 12" minimum	--
Acceptable Width	30"	30"	30"	30"	Curb with 30" minimum Gutter Pan	
Medians and Bulb-outs[5]						
Preferred Type	Landscaped	Landscaped	Landscaped	Landscaped	--	--
Acceptable Type	Hardscaped	Hardscaped	Hardscaped	Hardscaped		
Preferred Width (median)	11'	11'	11'	11'		
Acceptable Width (median)	5'	5'	5'	5'		

Functional Input Matrix

Footnotes
[1] Located between gutter pans
[2] Refer to Appendix D for stall dimensions
[3] Only where ROW width allows and in conjunction with cycle tracks
[4] Only where ROW width prohibits angled spaces. Refer to Appendix C for guidance.
[5] Location and/or type determined per project specifications

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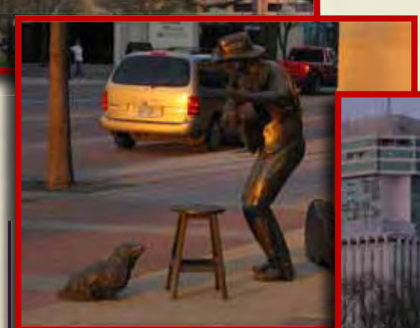
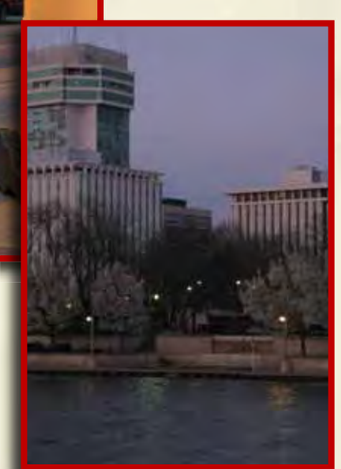
IV. Streetscape Amenities Definitions

Advertising:

Advertising signage is per City code. However, in an effort to increase the amount of tree canopy and improve walkability, mini-pylon signs may be used to increase visibility of individual businesses, per the following requirements:

- Mini-pylons should be of a consistent design within any given block
- Only one mini-pylon per storefront/building entry
- Should be no wider than 18" in any dimension and no taller than 8'
- Placement must be coordinated with other site amenities to avoid odd offsets and must be effectively integrated into the streetscape
- Recommended to be used only where building signage is not readily visible to passing vehicles due to shading or blockage by streetscape amenities
- It is part of public-private partnership and businesses agree to cover cost of their graphic that gets installed on the pylons





Bicycle Parking:

Studies have shown that individual bicycle parking facilities throughout the streetscape are more effective and attractive than large multi-bike installations. Cyclists like to see their parked bikes from buildings, so "out of the way" settings like alleys often will not get used. Bike lockers, which are secured and enclosed, may sometimes be preferred over racks. Lockers can be located in more hidden locations or massed in parking lots and garages.

Interpretive Elements

The uniqueness of a space, place or community as experienced by individuals is largely derived from the sum of its sights, sounds, smells and textures. All play a part in triggering positive and/or negative responses. Every place has a story to tell. Every community has a unique history, development pattern, or reason for being (river for water source, clay and timber for building, etc.) Many of those reasons for being are as different as the citizens and industries of today. The diverse sources for the development of historic community character, plus current industry and community interests create a wealth of opportunity for interpretation.

An interpretive element, at the deepest level, is an instrument by which community pride and knowledge can be passed from one generation to the next. An interpretive element may promote reflection, contemplation, curiosity and emotion. On the surface, interpretive elements are attractive, combining artistic features with storytelling in words, graphics, and tactile components. A quality interpretive element will have something for all ages; a text element for those who like to read more detail; Braille or audio features for the blind and similar inclusive features for those with other disabilities; things to touch at different heights; a story or message to convey – all working together in an artistic composition.

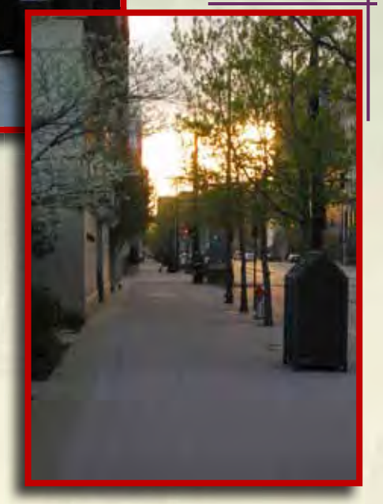
Newspaper Rack & Utility Screens:

These are typically custom fabrication items. Refer to the style group discussions relative to specific design. These amenities consolidate and screen newspaper/publication vending boxes, and disguise utility boxes in a consistent and attractive manner, thereby reducing visual clutter.

Other Site Amenities:

Several other site amenities that can improve livability in downtown should be considered on a case-by-case basis:

- **Dogwalker's Stations** – These facilities provide small plastic bags or gloves that enable the urban dog owner to easily clean up after their pet. When used, they should be located near each entrance to an urban park and near any residential or residential mixed-use building.



- **Focal Elements** – In some instances it may be appropriate to add focal elements in the streetscape. Focal elements can be functional, as in the case with street clocks; or aesthetic, as in the case with fountains and sculptures. They can also function as wayfinding elements, making it easier for pedestrians to orient themselves in the streetscape. Focal elements also improve the streetscape by drawing attention away from undesirable views and elements.

The following are common focal elements:

- Clocks
- Fountains (various sizes)
- Sculptures/statuary
- Pylon gates – a vertical pylon-like element that rotates down into a horizontal position to close off a Plaza Street during events. Functions as a gateway focal point most of the time.
- Lifestyle pylons – These are large graphic elements that add color

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and life to the streetscape year-round. They can be advertising, either for products or for civic institutions (Sedgwick County Zoo, Wichita Symphony, Botanica, etc.). The key is they are bright, colorful and graphically artistic. They should be limited to major retail, entertainment areas and government institutions (i.e. celebrating community services such as fire, police, social, and others).

- **Parking meters, regulatory signage, and similar elements** – Wherever possible, these elements should be combined and consolidated to reduce visual clutter in the streetscape. Poles should be black finish.

- **Drinking fountains** – Freeze-proof, ADA accessible drinking fountains should be provided at park and plaza frontages (if not included within those facilities) and within one-quarter mile (five minute walk) of each other. Drinking fountains located near dogwalker's stations should include a foot/pet fountain (description varies among manufacturers) option.

- **Air stations** – These facilities, either free or coin operated, should be considered near major bicycle parking/transit facilities on Bicycle Balanced Streets.

- **Accent lighting and seasonal lighting** – Use accent lighting to uplight trees or moon-light walks (down-lights from within trees to create shadow patterns). Provide power to in-grade planter locations, light standards, focal element locations for seasonal lighting. Light standards on Plaza Streets should be capable of supporting and powering string lights that may be strung over the street.

- **Alternative lighting sources** – Consider installation of solar powered and/or LED fixtures where appropriate.

- **Alternative trash receptacles** – Consider utilizing compacting trash receptacles where appropriate (solar powered preferable if proven in a pilot project).

- **Trash/grease collection points** – Wherever dumpsters and grease stations are located in the public streetscape, they should be combined to the extent possible and screened from street and overhead views.

Pedestrian Street Lighting:

Lighting is essential to the perception of security and enhancing a vibrant street life. However, security does not necessarily improve as light levels increase. Studies have shown that increased light levels in inactive areas can actually increase incidences of crime. This is because it is easier for criminals to see and they don't have to use flashlights, which attracts unwanted attention to the criminal's efforts. Design of light levels should be based upon land use activity level (i.e. higher light levels in retail increases shopping), rather than the perception that more light equals less crime.

Seating Options:

Seating options are furnishings that provide a place to sit down. These include:

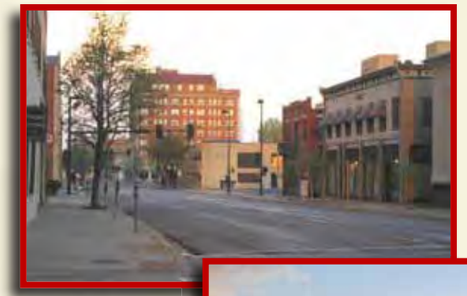
- **Benches** - these are a basic tool for quantifying and providing seating. 5' is preferred length, 6' is common, however lengths over 5' should have a divider arm to discourage sleeping on them.
- **Seat Walls** – Walls with a top surface 12" wide (minimum) – 18"+ (preferred); and a height ranging from 15" – 30", with 18" – 20" preferred for comfort.
- **Seating Platforms** – These are similar to extra-wide seat walls, 3'x5' or larger, that can be used by two or more people sitting cross-legged eating lunch; or small street performances. Preferably includes a provision for power supply.
- **Tables & Chairs** – Specific models are not identified within style groups, but may be used as appropriate. If used, they should be aesthetically consistent. Use smaller models – 18" – 24" diameter table with two chairs up to 36" diameter tables with 4 chairs.

Transit Amenities:

These amenities include transit stop and shelter amenities. The appropriate location, spacing and quantity will generally be determined by Wichita Transit policies. However, the design style and materials should be consistent with these guidelines to ensure these amenities are integrated fully with the rest of the streetscape.

Trash/Ash/ Recycling Receptacles:

The receptacles listed in the guidelines are trash only. Wherever the provision for recycling is desired the design should reflect the trash receptacles, with preference given to those that come from the same product line. In some locations, providing ash receptacles for cigarette butts will greatly enhance the streetscape by reducing the amount of cigarette waste that ends up in planting beds, etc. Receptacles need to be easily serviced, lockable, and fire resistant (metal liners are preferred when available).



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V. Contextual Inputs

A. Adjacent Land Uses

The contextual inputs for the implementation model are the land uses adjacent to the streetscape location. These land uses determine the quantity and placement of the various streetscape amenities. For the purposes of these guidelines, where multiple land uses exist on a block, the majority land use as determined by the Planning Director or designee should be used, unless otherwise indicated in the definition. However, in no case should parking be considered as a land use. In cases where parking is the predominant land use, or in blocks undergoing significant redevelopment, the future land use as determined by the Planning Director or designee should guide the contextual input. The six land uses are defined below.

1. Office/Institutional Land Use – Input Designation "a"

This land use is predominantly executive, administrative, professional, governmental or medical offices. This may include banking and lending establishments. For the purposes of this document, industrial land uses should be considered in this category.

2. Retail Land Use – Input Designation "b"

This land use is typified by establishments predominantly involved in the retail sale or rental of commonly used goods, furnishings, commodities or food items. This may include restaurants, bars, convenience stores and grocery stores. For the purposes of this document, businesses that offer personal services and similar uses should be considered in this category.

3. Residential Land Use – Input Designation "c"

This land use is predominantly residential in nature, whether rental or owner-occupied. This may include any common housing types including apartments, condominiums, townhomes, flats, lofts and single-family detached homes.

4. Mixed Use Land Use – Input Designation "d"

This land use is typified by retail or office uses on the ground floor street frontages, with residential uses on the upper floors. However, this category is also defined as circumstances where residential uses constitute at least one-third of the land uses on the block, as determined by the Planning Director or designee.

5. Entertainment Land Use – Input Designation "e"

For the purposes of this document, this category is defined as areas typified by a preponderance of restaurants, bars, night clubs, hotels, public entertainment venues, parks and other recreation areas. Old Town District, WaterWalk, and blocks fronted by INTRUST Bank Arena, Lawrence-Dumont Stadium, and Century II Performing Arts and Convention Center are all considered Entertainment Land Use areas.

6. Arts Land Use – Input Designation "f"

For the purposes of this document, this category is defined as areas typified by a preponderance of artist lofts, art galleries, artist work spaces and public art venues. The area commonly referred to as the Commerce Street Arts District and the Museums on the River District are considered Arts Land Use areas.

B. General Descriptions

The term "per project specifications" means that the amenity/zone/item being referred to will be determined according to a description included in the design specifications for the project being designed. If there is not sufficient right-of-way to include an amenity zone, as is sometimes the case, there is no room for all of the amenities that would typically be needed. Therefore, in such cases, an amenity zone with accompanying amenities would not be included in the final design drawings.

Some of the items are optional and will be indicated as such in the design specifications. The quantity and placement of many of the street amenities are consistent within all land use categories or determined by a project's design specifications. Such amenities are described below.

1. Transit Amenities

The quantity and placement of bus benches, bus shelters and bus stop signage will be governed by the policies of Wichita Transit.

2. Bollards and Barriers

Bollards and/or barriers are sometimes used to control where vehicular traffic is allowed. The quantity and placement will be determined by the project's design specifications. The feasibility of moveable bollards should be explored on Pedestrian Streets, Plaza Streets and Alley Streets.

3. Street Art and Interpretive Elements

These items may not be included in a given project depending upon a variety of factors. When included in a project's scope, such will be indicated in the design specifications and may be subject to the approval of Wichita Design Council.

4. Regulatory and Parking Signage

The quantity and placement will be determined by commonly accepted engineering standards, such as those found in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Traffic Engineer.

5. Banners

Placement of event, seasonal and district banners will be on light poles, except where otherwise allowed by City Code. It should be noted that the City is not responsible for the periodic installation or changing of banners.

6. Vehicular Wayfinding Signage

Locations to be determined per approved City Wayfinding Policy. Proper placement may require engineering analysis. Refer to Appendix E.

7. Pedestrian Wayfinding Medallions

Locations limited to one per intersection corner installed in the sidewalk pavement material. Refer to Appendix E.

8. Pedestrian Wayfinding Signage

Locations to be determined per approved City Wayfinding Policy. Proper placement may require engineering analysis. Refer to Appendix E.

9. Wayfinding Map Kiosks

Locations limited to end-blocks and bulb-outs. Quantity limited to one per every two blocks. Refer to Appendix E.

The Contextual Input Implementation Matrix on the following page contains the standards for the quantity and placement of all other street amenities.

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Contextual Input Matrix

Street Amenities	Adjacent Land Use Type (Implementation Designation in Parentheses)					
	Office/ Institutional Land Use	Retail Land Use	Residential Land Use	Mixed Use Land Use	Entertainment Land Use	Arts Land Use
	(G)	(H)	(C)	(D)	(E)	(F)
Street Furnishings/Street Art						
Seating Options						
Type	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.
Preferred quantity	15 linear feet of seating per 100' of street frontage per side	20 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side	15 linear feet of seating per 100' of street frontage per side	30 linear feet of seating per 100' of street frontage per side	20 linear feet of seating per 100' of street frontage per side
Acceptable quantity	7.5 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side	5 linear feet of seating per 100' of street frontage per side	7.5 linear feet of seating per 100' of street frontage per side	15 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side
Transit Amenities						
Type	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit
Minimum quantity	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit
Bicycle Parking						
Preferred quantity	4 spaces per 100' street frontage per side	4 spaces per 100' street frontage per side	2 spaces per 100' street frontage per side	4 spaces per 100' street frontage per side	5 spaces per 100' street frontage per side	5 spaces per 100' street frontage per side
Acceptable quantity	3 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side	1 spaces per 100' street frontage per side	2 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side
Preferred locations	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; preferred locations near retail entrances	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; preferred locations near venue entrances	In amenity zones or bulb-outs; preferred locations near venue entrances
Bicycle/Transit Multiplier[1]	1.5	1.5	1.5	1.5	1.5	1.5

Street Amenities	Adjacent Land Use Type (Implementation Designation in Parentheses)					
	Office/ Institutional Land Use	Retail Land Use	Residential Land Use	Mixed Use Land Use	Entertainment Land Use	Arts Land Use
	(G)	(H)	(C)	(D)	(E)	(F)
Street Furnishings/Street Art						
Pedestrian Street Lighting						
Preferred illumination level	2 foot candle	4 foot candles	1 foot candle	3 foot candles	4 foot candles	2 foot candle
Acceptable illumination level	1 foot candle	2 foot candles	1/2 foot candle	1.5 foot candles	2 foot candles	1 foot candle
Newspaper vending						
Acceptable quantity/spacing	2 per street per intersection	1 per street per intersection	2 per street per intersection	2 per street per intersection	1 per street per intersection	1 per street per intersection
Trash Receptacles[2]						
Preferred quantity	1 per 100' of street frontage per side;	1 per 100' of street frontage per side;	.75 per 100' of street frontage per side;	1 per 100' of street frontage per side;	1.25 per 100' of street frontage per side;	.75 per 100' of street frontage per side;
Acceptable quantity	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	1 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly
Preferred location	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations
Signage						
Minipylon[3]						
Maximum quantity	--	1 per retail business; limited to areas with street trees in amenity zone	--	1 per retail business; limited to areas with street trees in amenity zone	1 per retail business; limited to areas with street trees in amenity zone	1 per retail business; limited to areas with street trees in amenity zone
Preferred location	--	Amenity zone	--	Amenity zone	Amenity zone	Amenity zone

Footnotes

[1] Located on a Transit Balanced or Bicycle Balanced Street Type, multiplies base requirement by multiplier.

[2] Optional; use will depend upon city operational capacity.

[3] May be permitted, subject to policy development recommended in Appendix A.

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VI. Experiential Inputs

A. District / Sub District

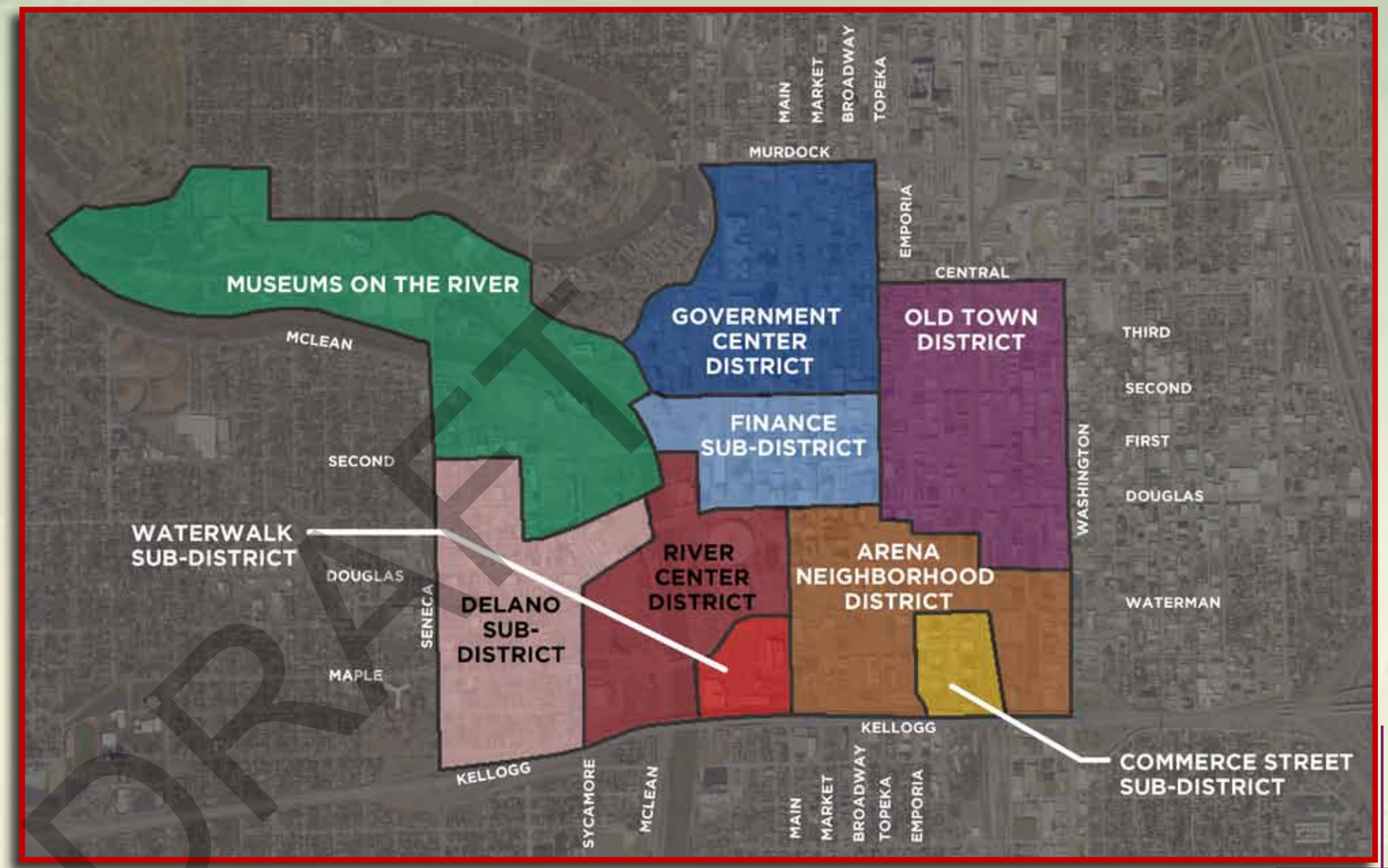
The experiential inputs for the implementation model are determined by the district or sub-district where the streetscape project is located. The basis of this determination is the Downtown Wayfinding District Map, with several sub-districts identified as deemed appropriate. The experiential inputs determine the aesthetics of the street amenities. There are three primary style groups identified that describe the aesthetics of the street furnishings. The nine districts and sub-districts are listed below and a map is included as the Streetscape Districts Map.

- Input Designation
- Government Center District – Input Designation "1"
- Financial Sub-district – Input Designation "2"
- River Center District – Input Designation "3"
- Delano Sub-district – Input Designation "4"
- WaterWalk Sub-district – Input Designation "5"
- Old Town District – Input Designation "6"
- Museums on the River District – Input Designation "7"
- Arena Neighborhood District – Input Designation "8"
- Commerce Street Sub-district – Input Designation "9"

B. Amenity Style Groups

Features characteristic of all style groups include heavy duty construction, dimensions and surfaces that inhibit or discourage skateboarding and sleeping on street furnishings, and the ability to touch up finishes in the field. Plastic and recycled plastics are not permitted as they are prone to vandalism. Wood will typically not be permitted except in high visibility/high use areas where precedent has been set, such as in Old Town. Materials that cannot be painted should be coated with an approved anti-graffiti material.

The three primary style groups are defined below and the districts/sub-districts included in each style group are identified.



Streetscape Districts Map

Not to Scale

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The aesthetics of many of the street amenities are determined by amenity style group. Such amenities are listed below with additional design specifics, where indicated.

- **Seating Options**
- **Transit Amenities**
- **Bicycle Parking**
- **Street/Pedestrian Lighting** – designed to accept banner installations
- **Newspaper Vending Units** – three-sided screening units, which allow only the front of vending apparatus to be seen from the sidewalk, such as those used along Douglas
- **Trash Receptacles** – may not be included for all projects; decision to be made upon operational capacity
- **Bollards and Barriers**
- **Street Art/Interpretive Elements** – per artist designs; may be subject to the approval of the Wichita Design Council
- **Lifestyle Pylons** – base/frame aesthetics only
- **Advertising Mini-pylons** – base/frame aesthetics only
- **Wayfinding Map Kiosks** – base/frame aesthetics only
- **Median Zone Hardscape** – The preferred hardscape surface in all districts/sub-districts is brick or concrete pavers. The acceptable alternative in all districts/sub-districts is stamped concrete.

1. Traditional Style Group

The Traditional Style Group is characterized by classic forms and ornate lines. Typical materials include cast and ductile iron. Stone may be permitted in some cases. The finish color is typically black, but the use of wayfinding district colors as accents, where adjacent proposed Land Use is Entertainment or Arts, is encouraged. They should be primed and painted. Powder Coating is discouraged because of the difficulty with field touch-up.

Districts/sub-districts included in the Traditional Style Group are:

- Delano sub-district
- Old Town District
- Arena Neighborhood District

2. Contemporary Style Group

The Contemporary Style Group is characterized by clean lines and simple forms. Typical materials include precast concrete, stone, stainless steel and painted steel. While the dominant finish/colors are brushed stainless or painted black, use of wayfinding district base color for embellishments is encouraged around principal public facilities.

Districts/sub-districts included in the Contemporary Style Group are:

- Government Center District
- Financial Sub-district
- River Center District
- WaterWalk Sub-district

3. Artistic Style Group

The Artistic Style Group is characterized by custom site furnishings designed by artists. These are expected to be more creative and expressive than amenities in the other two style groups. Some off-the-shelf artistic amenities may be permitted in lower budget, peripheral projects – however, this should be the exception and not the rule. Materials must be durable – Steel, Stainless Steel, Painted Steel, precast or cast-in-place concrete, or stone. They may also include freeze-proof ceramic tile and glass tile. The finish and colors are highly variable, but the playful use of wayfinding district colors is encouraged. Mock-ups should be required, which includes the creation of a proto-type sample for review of ergonomics.

Districts/sub-districts included in the Artistic Style Group are:

- Museums on the River District
- Commerce Street Sub-district

C. Wayfinding Signage

The design of wayfinding elements, such as district icons and colors, is dictated by the approved City Wayfinding Policy. This includes, but is not limited to:

- Vehicular Wayfinding Signage
- Pedestrian Wayfinding Medallions (for district identification)
- Pedestrian Wayfinding Signage (for destination identification)
- Wayfinding Map Kiosks

Refer to Appendix E for a discussion on wayfinding signage.

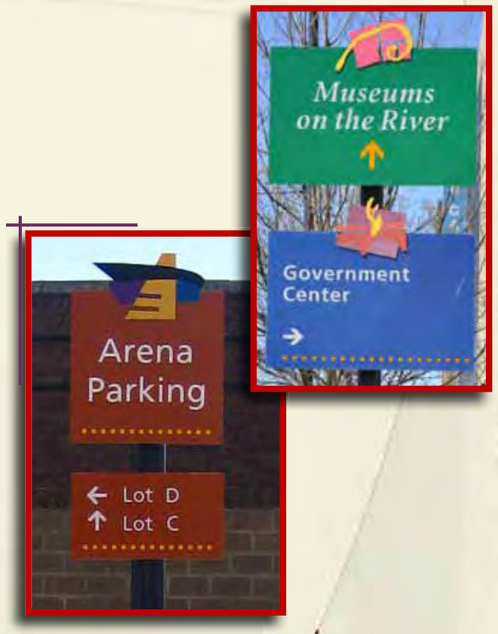
D. Selection of Amenities

The Experiential Input Implementation Matrix on the following page contains the aesthetic standards for the hardscape (paving) elements found within the streetscape.

The product selections on the following pages have been carefully considered to maintain a high level of product quality and design consistency. Substitutions should only be considered if the substituted products are considered to be of equivalent design and quality as approved by the City. The approval of product substitutions should consider factors including, but not limited to overall product quality, material similarity, finish similarity, product specifications and weight ratings (as applicable).

It should be noted that the selection of appropriate lighting fixtures may be subject to approval by Westar. The City will assist in the lighting selection process when such approval is necessary.

Within the Artistic Style Group, the preference is for streetscape amenities to be designed and/or constructed by artists. Local artists should be used for design when feasible. It is understood that a project's budget may not always allow for custom designed pieces. The project selections included in these guidelines represent acceptable examples for off the shelf amenities that may be used in lieu of custom designed items in such cases. In all cases, the City will make the final approval of all amenities to be used in a street project.



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Experiential Input Matrix

Street Amenities	District/Sub-district (Implementation Designation in parentheses)				
	Government Center District (1)	Financial Sub-district (2)	River Center District (3)	Delano Sub-district (4)	WaterWalk Sub-district (5)
Hardscape Surfaces [1]					
Sidewalks					
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick pavers	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns and brick-banded amenity zone	Plain concrete w/standard scoring patterns
Crosswalks					
Preferred Design Description	Brick pavers	Brick pavers	Brick pavers	Brick pavers	Brick pavers
Acceptable Design Description	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete

Footnotes

[1] Existing surface materials that exceed the recommended levels of design will be considered the minimum allowable design standard for that location.

[2] Where hardscape used in lieu of landscape

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Street Amenities	District/Sub-district (Implementation Designation in parentheses)			
	Old Town District (6)	Museums on the River District (7)	Arena Neighborhood District (8)	Commerce Street Sub-district (9)
Hardscape Surfaces [1]				
Sidewalks				
Preferred Design Description	Brick pavers	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain concrete w/standard scoring patterns and brick-banded amenity zone	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns
Crosswalks				
Preferred Design Description	Brick pavers	Artistic designs in concrete or brick; must meet regulations	Brick pavers	Artistic designs in concrete or brick; must meet regulations
Acceptable Design Description	Integrally colored concrete	Brick pavers or integrally colored concrete	Integrally colored concrete	Painted designs on concrete; must meet regulations

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Street Amenities	District/Sub-district (Implementation Designation in parentheses)				
	Government Center District (1)	Financial Sub-district (2)	River Center District (3)	Delano Sub-district (4)	WaterWalk Sub-district (5)
Bulbouts[2]					
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick or Concrete Pavers	Brick or Concrete Pavers	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain Concrete w/ Standard Scoring Patterns	Plain Concrete w/ Standard Scoring Patterns	Stamped Concrete	Stamped Concrete	Plain Concrete w/ Standard Scoring Patterns

Street Amenities	District/Sub-district (Implementation Designation in parentheses)			
	Old Town District (6)	River District (7)	Arena Neighborhood District (8)	Commerce Street Sub-District (9)
Bulbouts[2]				
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick or Concrete Pavers	Brick or Concrete Pavers
Acceptable Design Description	Plain Concrete w/ Standard Scoring Patterns	Plain Concrete w/ Standard Scoring Patterns	Stamped Concrete	Stamped Concrete

Footnotes

[1] Existing surface materials that exceed the recommended levels of design will be considered the minimum allowable design standard for that location.

[2] Where hardscape used in lieu of landscape

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Traditional Style Group

Benches

Manufacturer	Du Mor	Victor Stanley
Photos		
Series	Steel Bench with Backrest	classic
Model	Steel Bench 19	CR-10, CR-5, CR-7
Color*	Black	Black

Other Seating Options

Manufacturer	Built On-Site Concrete and/or Masonry Seat Walls and Platforms
Photos	
Notes	• seat walls, planters, etc. • Integrate anti-skateboard measures • Traditional materials (brick, stone, wrought iron, etc.) • may include ornate ornate concrete, tilework, and color via material, acid staining, etc.

*Refer to Appendix F

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Traditional style group

Bike Racks and Tree Grates

Amenity	News Stand Enclosures		Tree Grates
Manufacturer	Madrax	Victor Stanley	Neenah Foundry
Photos			
Series	Classic	Cycle Sentry	Metropolitan
Model	Bike Bollard	BRWS-101, BRNS-201, BRNS-301	R-8707, R-8815-1
Color*	Black	Black	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting
Photos			
Color	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to be reviewed periodically with maintenance staff for possible improvements		• "Historic Delano Fixture" by Sun Valley Lighting

*Refer to Appendix F

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Traditional Style Group

Trash and Ash Receptacles

Manufacturer	DuMor		Victor Stanley	
Photos				
Series	Steel	Steel	Production	Steelsites RB
Model			RTC-40	RB-36
Color*	Black	Black	Black	Black

Bollards and Barriers

Manufacturer	Trystan		Sternberg Lighting		Wassau Tile	
Photos						
Series	Steel Bollards	Steel Bollards	Lighted Bollards	Lighted Bollards	Concrete Bollards	
Model	Park Avenue	Windsor	Birmingham-7701 LB	Lincoln-2501 LBS	SL6000	TF8055 Barrier
Color*	Black	Black	Black	Black	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered					

*Refer to Appendix F

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Contemporary Style Group

Benches

Manufacturer	Landscape Forms			Victor Stanley		
Photos						
Series	Parc Vue	Austin	Metro 40	Streetsites	Streetsites	Ironsites
Model				FS-50	FST-40	SR-13
Color*	All Metal Finish	All Metal Finish	All Metal Finish	Black	Black	Black

Other Seating Options

Manufacturer	Landscape Forms		Wassau Tile	Built On-Site Concrete
Photos				
Series	Metro 40		Wassau Select Series	• Seat walls, planters, etc. • Integrate metals, stone, concrete, glass, and color via material, acid, staining, etc.
Model	Various		Various	
Color*	All Metal Finish		Varies	

*Refer to Appendix F

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Contemporary Style Group

Bike Racks and Tree Grates

Amenity	Bike Racks			Tree Grates
Manufacturer	Madrax	Landscape Forms		Neenah Foundry
Photos				
Series	Orion	Ring	Bola	Metropolitan
Model	Orion Square			R-8707, R-8815-1
Color*	Stainless	Black	Black	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting
Photos			
Color	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to be reviewed periodically with maintenance staff for possible improvements • Top and Grill design to be modified to match other amenities in contemproary style group.		• Credenza Series by Cooper Lighting

*Refer to Appendix F

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Contemporary Style Group

Trash and Ash Receptacles

Manufacturer	Landscape Forms			Victor Stanley
Photos				
Series	Austin		Napoleon	Production
Model				RTC-40
Color*	All Metal Finish		Black	Black

Bollards and Barriers

Manufacturer	Landscape Forms			Wassau Tile		
Photos						
Series	Metro 40	Sentinel	Sentinel	Concrete	Concrete	Concrete
Model				SL605	TF6089	TF6091
Color*	All Metals	All Metals	All Metals	Various	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered					

*Refer to Appendix F

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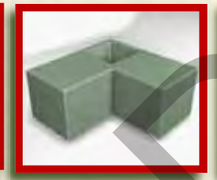
Artistic Style Group

Benches

Manufacturer	Landscape Forms			Victor Stanley	
Photos					
Series	Metro 35	Metro 35	Metro 35	Framers Modern	Framers Modern
Model	Armed	Armless	Backless	FMS-324	FMS-314
Color*	All Metal Finish	All Metal Finish	All Metal Finish	Black	Black

Other Seating Options

Manufacturer	Wassau Tile	Built On-Site Concrete
Photos		
Series	Wassau Select Series	• Seat walls, planters, etc. should integrate anti-skateboard measures. • Integrate metals, stone, concrete, glass, and color via material, acid, staining, etc. • Artist-designed is another option
Model	Various	
Color*	Varies	

*Refer to Appendix F

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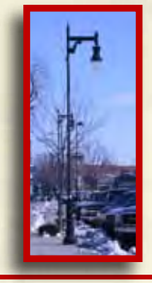
Artistic Style Group

Bike Racks and Tree Grates

Amenity	Bike Rack		Tree Grate
Manufacturer	Madrax		Neenah Foundry
Photos			
Series	Highwheeler	Cyc Bicrac	Metropolitan
Model	HWL-2-SF-G	CYB-4-SF-G	R-8707, R-8815-1
Color*	Stainless	Stainless	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting	
Photos				
Manufacturer / Series			"Historic Delano Fixture" by Sun Valley Lighting	Credenza Series by Cooper Lighting
Color	Black	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to Be reviewed periodically with maintenance staff for possible improvements • Top and grill design to be modified to refelct design influences of other site selected project site amenities		• Designer should pick best fit between these two fixtures subject to city approval. • Choice of fixture to be based on architectural character of the project site.	

*Refer to Appendix F

DRAFT

Artistic Style Group

Trash and Ash Receptacles

Manufacturer	Landscape Forms		Victor Stanley		DuMor	
Photos						
Series	35	Presidio	Concourse	Protone		
Model					Receptacle 117	Receptacle 133
Color*	All Metal Finish	Black	Black	Black	Black	Black

Bollards and Barriers

Manufacturer	DuMor	Wassau Tile		
Photos				
Series	Decorative bollards	Concrete	Concrete	Concrete
Model	450	SL605	TF6089	TF6091
Color*	All Metals	Various	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered			

* Refer to Appendix F

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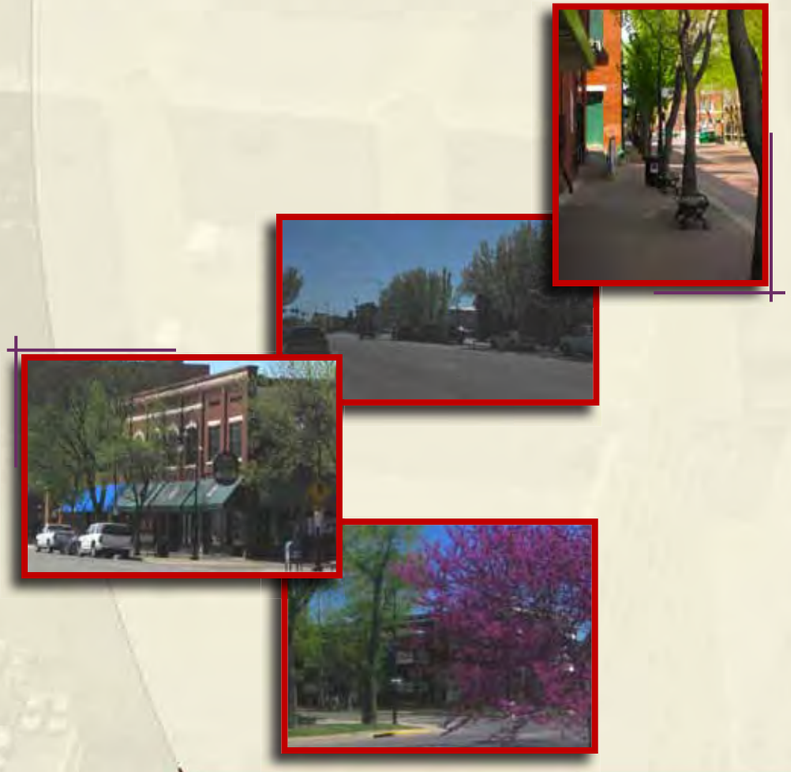
VII. Landscape Elements

There are two primary approaches to urban landscaping as described below.

1. **The urban landscape as a contrived and formalized representation of nature.**
   It is often characterized by limited areas of "controlled green." For both ease of maintenance and visual continuity it often results in turf strips and monoculture plantings of trees (and sometimes shrubs). It tends to be formal in appearance and is often viewed as the "traditional" approach to streetscape.

2. **The urban landscape as a miniaturized representation of natural biodiversity.**
   While much healthier from a horticultural standpoint, this approach is typically more maintenance intensive and can be an impediment to creating continuity, rhythm and sequence of spaces.

Both of these approaches have valid pros and cons. Urban landscape designs should appropriately balance the two approaches. Factors affecting the suitability of any given location for planting methods and species include the following:



A. Horticultural Considerations

1. Aspect and exposure, or the dominant direction (i.e., site is most affected by northern winds or southern summer winds, etc.) and amount of direct sunlight received.
2. Available root zone space for in-grade planting.
3. Soil type and drainage.
4. Available space for plant spread (especially for trees).
5. Water demand (groupings of plantings with same hydrozone requirements; and how the above items impact the irrigation requirements for the same hydrozone in different exposures).

B. Design Aesthetic Considerations

1. Precedent

a. Medians in gateway streets (gateway streets are those primary entry routes into downtown) have been planted with a highly variable collection tree species, most akin to the "naturalized" approach, with a brick banding at the back-of-curb and turf grass for ease of maintenance and minimization of road salts impact.
b. Another gateway street is planted with Chinese Pistache and a similar turf planting.

2. Primary purpose of the landscape

a. Provide accent color
b. Serve as wayfinding tool
c. Provide shade
d. Break up the "hardness" of the built environment
e. Encourage gatherings
f. Discourage gatherings
g. Create rhythm and sequence

3. Thematic influences

The plant selection should support the preferred visual character of the district/streetscape. Planting accessories should be consistent with the Amenity Style Group. The combined width of the amenity zone and the pedestrian zone will be the primary determinant of form and species for in-grade and containerized options.

C. Street Trees

1. Pedestrian/Amenity Zones No More than Eight Feet in Width

a. **In-grade plantings:** Narrow pyramidal or columnar forms.
b. **Container:** Narrow upright evergreen, narrow columnar, vines on artifical structures (consistent with Amenity Style Group)

2. Pedestrian / Amenity Zones Greater than Eight Feet in Width

a. **In-grade plantings:** Pyramidal, upright oval or columnar forms.
b. **Columnar:** Small to medium ornamental, narrow columnar, large floweing vines on artifical structures (consistent with Amenity Style Group).

3. Tree Grates

The use of grated tree wells is generally discouraged. However, they may be necessary where a narrow pedestrian zone requires their use for ADA compliance. Where used, tree grates should meet the following criteria:

a. Grates must be ADA rated.
b. Grates should be from a manufacturer with a distribution point within 200 miles of Wichita.
c. Grate support system should be designed and installed with the expectation of vehicular loading.

4. Tree Wells

a. 12" Reinforced cast in place concrete from 48" depth to finish grade (no cold joints for tree roots to penetrate).
b. Finish grade of top interior edge should be 1/4" higher (1/2" if outside ADA path of travel) than exterior edge to limit sidewalk salts draining into tree well.

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5. Installation and Maintenance

a. Install trees with root ball crown not more than 2" below top of grate (unless otherwise specified by landscape architect and approved by the City).
b. Place filter fabric over finish soil surface below grate and fill to top of grate with decomposed granite.
c. All trees need to be able to be pruned up to 7' clear height at the pedestrian throughway and to 10' at vehicular through way or face of parking stall, whichever is closer and more appropriate.

6. Trees in Medians

a. Medians less than 5' in width: no trees should be allowed.
b. Medians greater than 5' but less than 12' in width: upright oval, pyramidal, or small to medium ornamental.
c. Medians greater than 12' in width: broad rounded crown, large vase, multi-trunk groupings.

D. Turf

There should be no turf within streetscape areas except for the following conditions:

1. Medians of gateway streets that are at least 10' in width or;
2. Medians of residential pedestrian streets greater than 10' in width.

E. Planting Beds, In-Grade

Planting beds in grade should be limited to bulb-out locations at intersections, mid block crossings, and transit stops.

1. Pedestrian side

Bed should be protected with a 4" high curb.

2. Vehicular side (including parking sides)

Bed should be protected with an 18" wide paved shy zone/salt zone and 4" high curb.
The median salt zone should be 30" wide. Plantings beds should be crowned, 6" minimum with 2% side slope minimum, unless being used for bio-filtration of storm water runoff.

F. Raised Planters

1. **Planting areas less than 12 square feet:** annual color.
2. **Planting areas greater than 12 square feet but less than 30 square feet:** single groundcover, with small trees and/or shrub accents.
3. **Planting areas more than 30 square feet:** mixed plantings of groundcovers, perennials, and shrubs, with medium-large trees as applicable.

G. Hanging Planters

Projects should ensure that light standards are able to be equipped with arms to support hanging baskets. Just as in the case with banners, the City is not responsible for the hanging baskets and their plantings, watering or maintenance.

H. Irrigation

Provide two 2" sleeves continuous under the pavement between beds, drip boxes (for containerized materials) and tree wells. Locate 4' from back-of-curb, unless site obstructions and/or existing infrastructure dictate otherwise. Burial depth should be 18" to 24".

Valve boxes in paved areas should have pan type lids to receive the same treatment as adjoining pavement, unless they are otherwise integrated into wayfinding and/or interpretative elements. Valve boxes should be a minimum of 19" x 32" (inside dimensions of 15" x 28") and preferably lockable. Locking mechanism is to be approved by the City.

Freeze proof ground hydrants for hand watering of movable pots and containers should be Wade Model 8602, Woodford Model Y95, or equivalent as approved by the City.

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NARROW PYRAMIDAL (<6' SPREAD)

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Berry Magic Holly[1]	*Ilex x meserveae* 'Berry Magic' Royalty					X	X				X	X				X		X	X	
Blue Point Juniper[2]	*Juniperus chinensis* 'Blue Point'				X	X		X			X	X		X	X	X		X	X	

NARROW COLUMNAR (<6' SPREAD)

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Heavenly Bamboo[3]	*Nandina domestica*				X	X	X				X	X		X	X		X	X		

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PRYAMIDAL

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Black Alder[4]	*Alnus glutinosa* 'Pyramidalis'			X	X		X	X				X	X	X		X				
Nellie R Stevens Holly[5]	*Ilex* x Nellie R. Stevens			X		X	X				X	X	X	X	X	X	X	X	X	X
Manhattan Blue Juniper[6]	*Juniperus virginiana* 'Manhattan Blue'			X	X			X			X		X				X			X
Southern Magnolia[7]	*Magnolia grandiflora* 'Edith Bogue'			X	X		X				X	X	X		X		X	X	X	X
Colorado Blue Spruce[8]	*Picea pungens* 'Montgomery'			X	X		X	X		X	X		X	X	X		X	X		

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Pryamidal

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Lacebark Pine[9]	Pirus bungeana			X	X			X				X	X			X				
Aristocrat Pear[10]	*Pyrus calleryana* 'Aristocrat'				X		X	X		X	X	X	X	X	X					X

Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Upright Sugar Maple[12]	*Acer saccharum* 'Temple's Upright'			X	X			X				X	X			X				
				X	X		X	X							X		X	X		

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Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians > 5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Roughleaf Dogwood[13] (Train as tree)	*Cornus asperifolia var. drummondii*			X		X		X				X	X				X			
Hillspire Juniper[14]	*Juniperus virginiana 'Cupressifolia'*			X	X			X		X		X	X	X		X				X
Iseli Columnar Blue Spruce[15]	*Picea pungens 'Iseli Fastigiata'*			X	X		X				X	X				X		X	X	
Columnar Austrian Pine[16]	*Pinus nigra 'Arnold Sentinel'*			X	X			X	X		X	X	X	X	X	X	X	X	X	
Chanticleer Pear[17]	*Pyrus calleryana 'Chanticleer'*			X	X			X		X	X	X	X	X	X			X		X

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Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Columna Durmast Oak[18]	Quercus petraea 'Columna'			X	X		X		X	X		X	X	X	X		X	X		

Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Amur Maple[19]	Acer ginnala			X		X	X			X	X	X	X	X	X	X				
Japanese Maple Cultivars[20]	*Acer japonicum* (cultv).			X		X	X					X			X		X		X	

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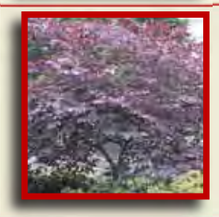
Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Siberian Pea Shrub[21] (Trained as tree)	Caragana arborescens			X		X		X			X	X				X	X			
Eastern Redbud[22]	*Cercis canadensis*			X	X		X			X	X		X	X			X	X		X
White Flowering Redbud[23]	*Cercis canadensis* 'Alba'			X	X		X		X			X			X	X				
Forest Pansy Redbud[24]	*Cercis canadensis* 'Forest Pansy'			X		X	X						X			X		X		
Purple Smoke Tree[25]	*Cotinus coggygria* 'Purpurea'		X	X		X	X	X			X	X	X					X	X	

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Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Border Forsythia[26] (train as m.t. tree)	Forsythia x *intermedia*			X		X		X			X	X			X		X	X		
Smooth Sumac[27] (train as tree)	*Rhus glabra*			X		X		X	X	X		X	X		X			X	X	
Common Lilac[28] (train as tree)	*Syringa vulgaris*			X		X		X			X	X					X	X		
Wayfaringtree Viburnum[29]	*Viburnum lantana*			X		X	X					X			X		X			

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Large Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Hedge Maple[30]	Acer campestre			X	X		X	X		X	X		X	X	X		X	X		
Ginkgo[31] (male only)	*Ginkgo biloba*			X	X			X	X	X	X	X	X				X			X
Kentucky Coffeetree[32]	Gymnocladus dioica			X	X					X				X			X			
Golden Raintree[33]	*Koelreuteria paniculata*			X	X			X		X	X	X	X	X	X	X	X	X	X	
Osage Orange[34] (fruitless cv only)	*Maclura pomifera*			X	X		X	X		X				X			X	X		X

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Large Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Mulberry[35] (fruitless cv only)	Morus alba			X	X		X	X		X		X	X	X		X	X	X		
Bur Oak[36]	*Quercus macrocarpa*			X	X			X		X				X				X		X
Water Oak[37]	*Quercus nigra*			X	X		X	X				X	X				X			X
Shumard Oak[38]	*Quercus shumardii*			X	X		X	X		X	X		X		X	X		X	X	

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Large Vase

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Shantung Maple[39]	Acer truncatum			X	X		X				X					X		X		
Hackberry[40]	Celtis spp			X	X			X	X	X			X		X		X			
Shademaster Thornless Honeylocust[41]	Gleditsia triacanthos var. inermis 'Shademaster'			X	X			X	X	X	X	X			X	X	X	X	X	X
Chinese Pistache[42]	Pistacia chinensis			X	X			X	X	X			X		X		X			X
Lacebark Elm[43]	Ulmus parvifolia			X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X

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Photo References:

	Source	URL
1	Monrovia Horticultural Craftsmen	www.monrovia.com
2	Monrovia Horticultural Craftsmen	www.monrovia.com
3	Monrovia Horticultural Craftsmen	www.monrovia.com
4	Wikipedia	http://en.wikipedia.org/wiki
5	Monrovia Horticultural Craftsmen	www.monrovia.com
6	Richmond University	www.richmond.edu
7	Magnolia Grandiflora	www.magnoliagrandflora.com
8	Lone Elder Nursery	www.loneelder.com
9	North Carolina State University Cooperative Extension	www.ces.ncsu.edu
10	Jenkins Country Gardens, Inc.	www.jenkinscountrygardens.com
11	North Carolina State University Cooperative Extension	www.ces.ncsu.edu
12	University of Illinois Plants Database	http://woodyplants.nres.uiuc.edu
13	Missouri State University Biology Department	http://biology.missouristate.edu
14	Tree Encyclopedia	www.cirrusimage.com/trees.htm
15	Holly Ridge Nursery	http://cat.hollyridgeonline.com
16	Madison Gas and Electric	www.mge.com
17	University of Illinois Plants Database	http://woodyplants.nres.uiuc.edu
18	North Carolina State University	www.ces.ncsu.edu
19	Cannon Nurseries	www.connon.ca
20	City of Santa Rosa, Ca.	http://ci.santa-rosa.ca.us
21	Wikipedia	http://en.wikipedia.org/wiki
22	Halka Nurseries	www.halkanursery.com
23	Halka Nurseries	www.halkanursery.com
24	Just Trees, PLI Co.	www.justtrees.biz
25	Google, Inc.	http://ggpht.com
26	Amazon Web Services	http://aws.amazon.com
27	Dutch Tree Guide	www.bomengids.nl
28	English Country Garden	www.english-country-garden.com
29	Wild Chicken Nature and Technology	www.wildchicken.com
30	Town of Huntersville, NC	www.huntersville.org
31	Miller Nursery	www.millernursery.com
32	Vanderbilt University	www.vanderbilt.edu
33	Wild Chicken Nature and Technology	www.wildchicken.com
34	Western New Mexico University	www.wnmu.edu
35	University of Illinois Extension	http://web.extension.illinois.edu/state/index.html
36	Nebraska Forest Service	www.nfs.unl.edu
37	Duke University	www.duke.edu
38	Kansas Forest Service	www.kansasforests.org
39	Cannon Nurseries	www.connon.ca
40	University of Texas	www.texasbeyondhistory.net
41	Enviro-Explorers Kids Club	www.enviro-explorers.com
42	Stanford University Grounds Services	http://trees.stanford.edu
43	Tree Land Nursery	www.tree-land.com

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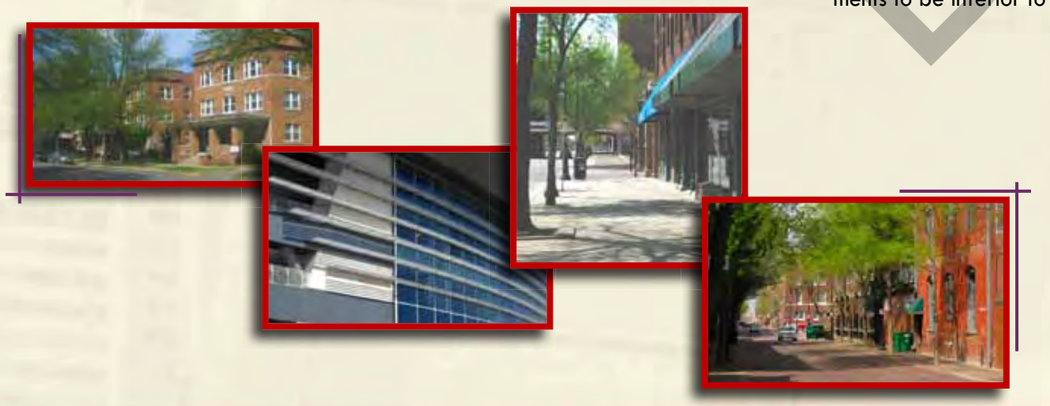
Appendix A: Policy Recommendations

Policy Recommendation #1
Establish an internal review process for implementation of the Streetscape Design Guidelines

The City should establish a "Downtown Streetscape Design Review Committee" along with a process whereby downtown street designs are developed and reviewed by the committee. City staff on the review committee would likely include the following:

- **City Manager's Office**
  - Urban Development
  - Arts and Cultural Services
- **Metropolitan Area Planning Department**
  - Advanced Plans
  - Historic Preservation
- **Public Works Department**
  - Engineering
  - Maintenance
  - Building Services
- **Park and Recreation Department**
  - Forestry and Maintenance
- **Wichita Transit**
- **Others as deemed necessary**



There should be at least three types of review undertaken by the review committee:

Project Development Review – As potential projects are identified the committee should assist in drafting the RFP/RFQ for design services to ensure that firms have appropriate information regarding the project's design specifications. At a minimum, the following determinations would need to be made:

- Functional Input based upon street type;
- Contextual Input based upon adjacent land uses;
- Experiential input based upon the district where the project is located; and
- The street's lane configuration and one-way/two-way status

Project Design Review – The committee should review the designs of street projects to ensure they are consistent with the Streetscape Design Guidelines. The committee should also identify any impediments to consistency so that feasible design alternatives can be developed.

Review of Streetscape Additions – Sometimes, projects are proposed that add amenities, art, interpretive elements, signage, etc. to an existing streetscape. Such projects should be reviewed by the committee to ensure consistency with the Streetscape Design Guidelines.

There may some circumstances where the existing quality of streetscape design exceeds that recommended in the Streetscape Design Guidelines. Such circumstances should be considered in the review process and a determination made by the review committee regarding the level of design appropriate for the project location. In most cases, it would be undesirable for the level of design and/or quality of materials for proposed improvements to be inferior to pre-project conditions.

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Policy Recommendation #2
Develop priority enhancement areas for public infrastructure in downtown

The City should identify and prioritize areas where public street infrastructure is needed or desired in downtown. This may include areas with outdated, inefficient, or functionally obsolete street infrastructure. Or, this may be areas that are targeted for aesthetic improvements such as downtown gateways, district gateways or transportation corridors.

Once identified, these areas could be developed as model projects or pilot projects, which are built to demonstrate specific aspects or design designations within the Streetscape Design Guidelines. One example of a model project would be for the City to identify a project for early implementation that meets a certain design designation. That project would then be built to the preferred level of standard for that design designation. This would then be a "model block" to demonstrate the Streetscape Design Guidelines in the built environment. As a pilot project example, the City might designate an intersection to be retrofitted with bulb-outs that contain rain gardens. This would provide an opportunity to evaluate the design possibilities and potential benefits/negatives of rain gardens in such locations within downtown.

Policy Recommendation #3
Revise applicable codes, ordinances and policies to better facilitate street level activities

The City should examine existing municipal codes and policies for potential revisions that would enhance the downtown environment. In particular, regulations exist that govern street level activities/uses such as street vending, street performances and sidewalk cafés. Such activities should be encouraged and facilitated, while maintaining reasonable standards to protect the public health and welfare.

For example, there are licensing requirements for street vendors that impact when, where and how they can operate. It is recognized that many vibrant downtowns allow abundant opportunities for such vendors to sell a variety of items. Those cities normally provide for licensing requirements that balance providing opportunity with protecting the public. While a formal review of City codes and policies was not completed, the Project Steering Committee has indicated that a review would likely reveal opportunities for improvement.

Also, during public involvement for the Streetscape Design Guidelines, input was received from downtown restaurant owners regarding the prescriptive nature of the existing City code governing sidewalk cafés. Currently, the code does not allow restaurants to incorporate individual branding and design identity. Their preference would be to better establish their identities in their sidewalk areas to distinguish themselves from other restaurants.

Policy Recommendation #4
Develop guidelines specifically for the design of on-street bicycle facilities and cycle tracks

The City should review state-of-the-practice principles for the deployment and design of shared travel lanes, on-street bicycle lanes and cycle tracks. While these Streetscape Design Guidelines contain some basic design specifics for bicycle facilities, a complete set of engineering design guidelines was beyond the scope of the project. There are many intricacies of bicycle design that should be determined and specified as design preference by the City. For example, there are several different intersection treatments used for cycle tracks that include "bike boxes" and jug-handle intersections. Determinations regarding the appropriateness of design treatment can only be made after a careful examination by a traffic engineer. Appendix C includes a discussion regarding on-street bicycle facilities.

Policy Recommendation #5
Develop a City policy to address advertising signage in the street right-of-way to incorporate the Lifestyle Pylons, Mini-pylons and Wayfinding Map Kiosks suggested in the Streetscape Design Guidelines

There is no existing City policy that governs the placement of permanent advertising signage installed within street rights-of-way. There are three new signage elements being suggested by these guidelines that could include advertising to some degree.

- Lifestyle Pylons
- Mini-pylons
- Wayfinding Map Kiosks

The City should develop and implement a policy that accounts for these new sign types prior to their being constructed. Any such policy should be carefully crafted to ensure that implementation is fair and equitable to any potential advertisers. It is also desirable that incorporation of mini-pylons be done at least one block at a time to maintain design consistency, rather than on a business-by-business basis.

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Appendix B: Downtown Walking trails

Kansas Sports Trail

People Of Kansas Trail

Kansas Poets Trail

Kansas Sports Trail Signage

People of Kansas Trail Signage

Kansas Poets Trail Signage

Appendix C: On-street Bicycle Facilities

One way to improve mobility within downtown is to provide safe alternatives for those who wish to ride bicycles. In recent years, Wichita has seen an increase in bicycle commuters. This trend will only increase as the downtown street network becomes more hospitable for bicyclists.

Creating a hospitable environment for bicyclists is a challenge, given the auto oriented nature of our downtown transportation system. These guidelines suggest three potential strategies that could be deployed to improve bicycle safety in downtown:

- Shared Travel Lanes
- On-street Bicycle Lanes
- Cycle Tracks

It is important to note that this document is not a design manual specifically for bicycle facilities. Rather, it contains some broad design guidance that can be implemented to varying degrees within downtown. Deployment of any one of these strategies can only be accomplished through comprehensive engineering analysis. In the long run, as more opportunities for the development of dedicated bicycle facilities arise, it may be prudent for the City to develop a bicycle design manual.

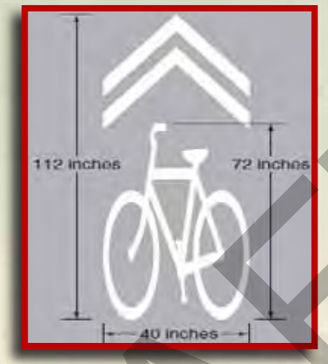
The following is a discussion of each potential bicycle facility type and some important items for consideration.

Shared Travel Lanes

One opportunity for bicycle enhancement is shared travel lanes. These facilities are most effective when deployed on narrow streets where travel speeds and traffic volumes are relatively modest, but there is a demand for bicycle connectivity. The proper pavement marking for such lanes is the "sharrow."

The main intent of the sharrow is to mark where bicyclists should ride to avoid the door zone of parked cars. Secondarily, it indicates a preferred bicycle route and notifies motorists to share the road. If deployed within downtown, the purpose would be to provide fine-grained connections within the network and would supplement dedicated on-street facilities located on Bicycle Balanced Streets.

The sharrow is a relatively new marking that was recently approved for use in the United States in the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition. Guidance for sharrow deployment is found on page 810 of the MUTCD 2009 Edition. Illustrations of shared travel lanes and the sharrow are included to the right.



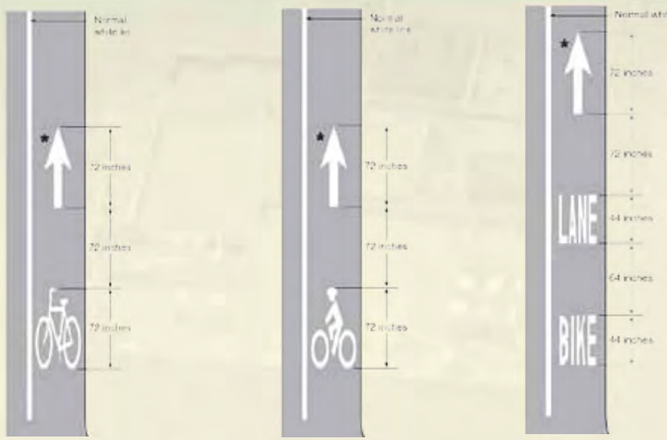
Shared Lane Marking (Not to Scale)
Source: MUTCD (2009 Edition). Page 815

Examples of Sharrows
Source: www.livablestreets.com

On-street Bicycle Lanes

An on-street bicycle lane is a portion of the roadway that has been appropriately designated with approved pavement markings for the exclusive use of bicyclists. Where sufficient demand exists, bicycle lanes should be considered for integration into a connected bikeway system. Integrating bicycle lanes into intersection traffic patterns can be challenging. However, the MUTCD and the American Association of State Highway and Transportation Officials (AASHTO) provide sufficient design guidance. Striped bike lanes can be effective as a safety treatment to enhance bicycle commuting.

Illustrations of on-street bicycle lanes and proper pavement markings are included below.



A-Bike Symbol B-Helmeted Bicyclist Symbol C-Word Legends

On-Street Bicycle Markings (Not to Scale)
Source: MUTCD (2009 Edition). Page 809

On-Street Bicycle Lane
Source: City of Richmond, CA

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Cycle Track

Cycle tracks are dedicated bicycle facilities located within the right-of-way, that are physically separated from the vehicle travel lanes, parking zones and sidewalks. They are typically segregated from travel lanes with either curbs or bollards, which makes them safer than most other types of bicycle facilities. Cycle tracks have not been widely used in the United States and they have not been recognized yet by AASHTO. However, they have been used for many years in Europe and Canada. In recent years, they have gained popularity in the U.S., having been deployed in several cities including New York City and Portland, Oregon. Photographs of several cycle track installations have been included:

Cycle Track
Source: City of Cambridge, MA

Cycle Track
Source: New York City DOT

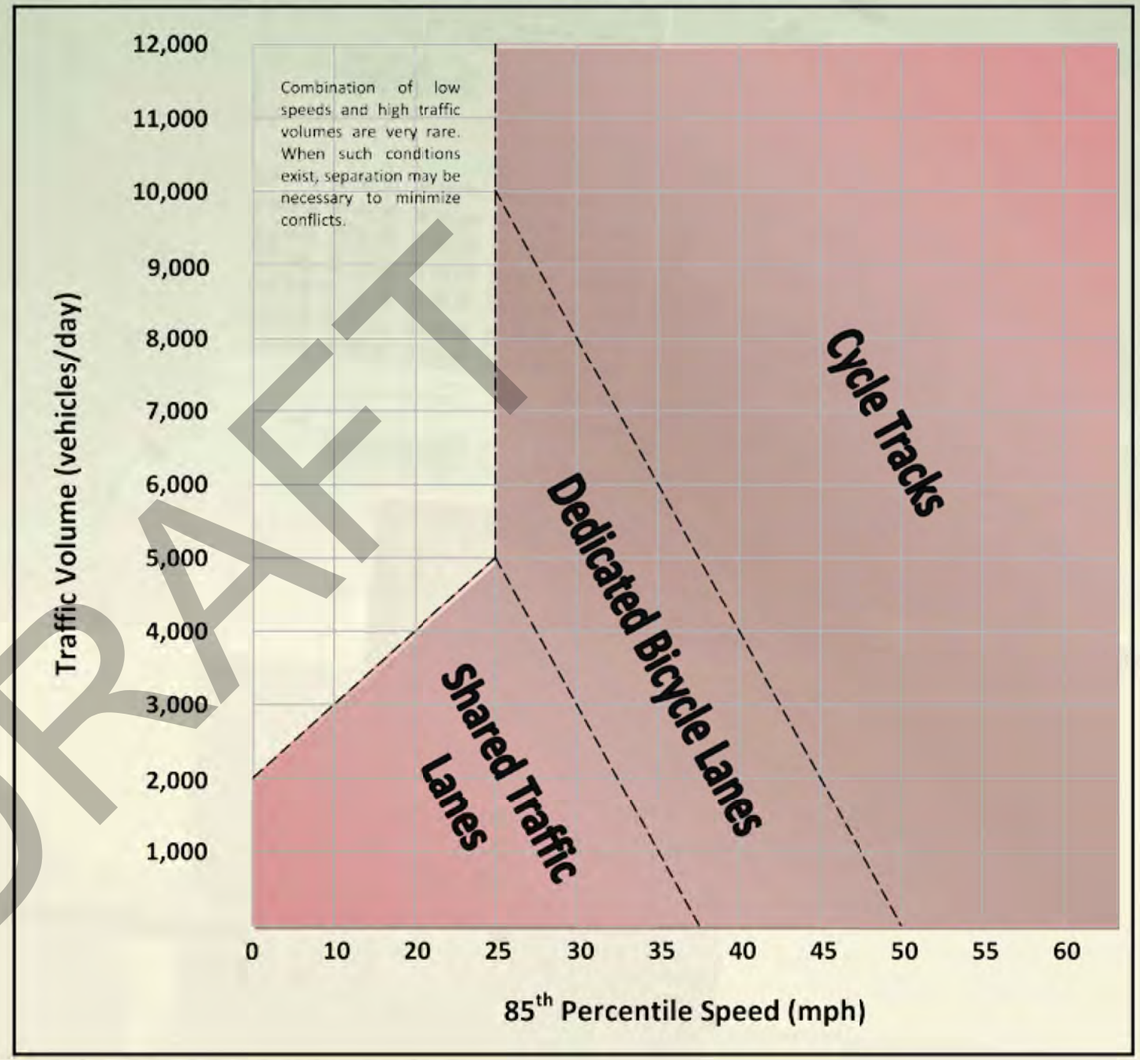
Intersection Treatments for On-street Bicycle Facilities

Established intersection treatments for on-street bicycle lanes have been developed and included in MUTCD and AASHTO. Therefore, guidance from those manuals should be strictly followed in facility design.

Cycle tracks are another story. Since they are located outside of the parking zone, intersections can be difficult to design. Furthermore, the United States has little experience with cycle tracks and they are not included in the current editions of MUTCD and AASHTO. If cycle tracks are developed in downtown, there is guidance available from other countries for several different treatment design possibilities. Such design guidance should be carefully studied before the determination is made as to which is appropriate for downtown Wichita.

Determining the Facility Type

The following graphic is suggests how to determine the proper bicycle facility type appropriate for development in downtown Wichita. The selection should generally be based upon traffic volume and travelling speed, subject to City approval and engineering design guidance.



Adapted from NSW Bicycle Guidelines, RTA, 2003

On-Street Bicycle Markings (Not to Scale)
Source: MUTCD (2009 Edition). Page 809

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Appendix D: On-street Parking Configurations for downtown

Types of Parking

The following four types of on-street parking have been identified for use within downtown:

- Shared Travel Lanes
- Parallel Parking
- Perpendicular Parking (90° angled)
- 45° Angled Parking (Pull-in)
- 45° Angled Parking (Back-in)

Graphic depictions of each configuration and key dimensions are included in this section. The preferred and acceptable alternatives are included in the Functional Input Matrix.

Back-in angled parking does not currently exist within downtown. However, the City could implement a pilot project to determine the feasibility of broader deployment of this parking type.

Metering Options

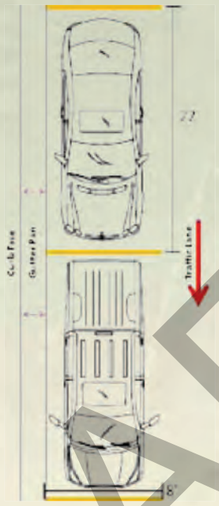
There are many areas in downtown where on-street parking is currently free. Where parking meters exist, they are almost entirely single-space meters that accept coins as payment. As the City's parking program evolves, the installation of multi-space meters could be considered. A transition to multi-space meters would remove a significant number of meter poles, thereby saving space in the amenity zone for other uses.

Another consideration, whether multi- or single-space meters are used, is newer technology that accommodates credit and debit card payments. This type of alternate payment metering system should be encouraged as meters are replaced. Such a move often increases revenue and improves customer convenience while removing clutter from the streetscape.

Projects that include new parking meters will incorporate the appropriate meter type in the project design specifications.

Parallel Parking

Not to Scale



Perpendicular Parking

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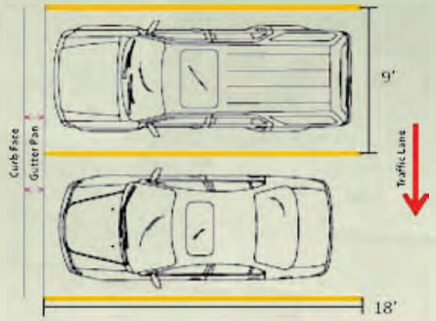
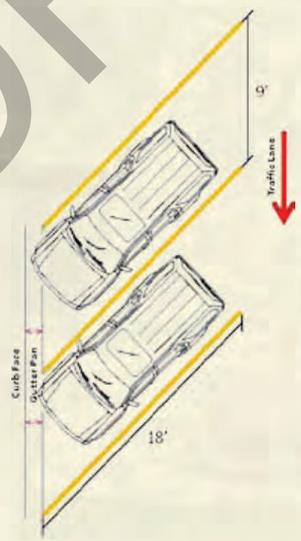


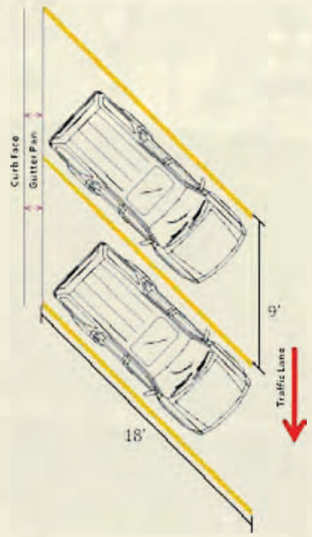
45° Angled Parking (Pull-in)

Not to Scale



45° Angled Parking (Back-In)

Not to Scale



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Appendix E: Wayfinding Signage Discussion

Wayfinding Program

The City's Wayfinding Signage Program is governed by Administrative Regulation 6.1 and administered through the Office of Urban Development. This policy generally addresses vehicular wayfinding signage. However, its spirit and intent can be extended to include future pedestrian wayfinding that currently exists only within the Arena Neighborhood District.

Wayfinding Districts, Colors and Icons

The following districts are currently recognized as the wayfinding districts for downtown. They are listed to the right along with their foundation signage color and official icon.

Opportunities to incorporate wayfinding colors and icons into the streetscape should be encouraged as deemed appropriate. For example, the district foundation colors might be used in benches, trash receptacles or other street amenities. Or, landscape foliage could integrate the district foundation color into the streetscape. Another option could be to include the district icon as a small plaque on select street amenities. Each of these options is considered a thematic wayfinding technique that could enhance the street user's sense of wayfinding.

Pedestrian Wayfinding Signage

As mentioned above, the only pedestrian wayfinding signage that currently exists is located in the Arena Neighborhood District. They direct pedestrians between the INTRUST Bank Arena and main parking lots. There are currently no standards or specifications for additional pedestrian wayfinding signage. The design of future pedestrian wayfinding signage should closely resemble those constructed for the Arena and be based on their dimensions and lettering scheme, with color and icon to be determined by the district in which they are located.

Wayfinding Medallions

There are no existing applications of wayfinding medallions within downtown. However, they could be integrated in the sidewalk pavement to enhance pedestrian wayfinding. These medallions should incorporate approved wayfinding icons and district names in their design. If deployed, they should be located at or near end-blocks.

Design Guidance:

- Refer to the accompanying graphic to the right.
- The wayfinding district icon where the medallion is located should be in the center of the medallion.
- The icon should be oriented to be square with the intersection.
- The star points of the medallion should indicate the direction of the four nearest wayfinding districts.

Wayfinding Map Kiosks

There are map kiosks, similar those envisioned for broader deployment, located in Old Town. Refer to the photo to the right. These should incorporate an official wayfinding map that illustrates wayfinding district locations and the location of key destinations. These could incorporate advertising to offset installation costs or generate revenue for the maintenance of wayfinding program infrastructure.

ICON	DISTRICT NAME	COLOR NAME	PANTONE #
	Government Center District	Vivid Blue	7462 C
	Arena Neighborhood District	Terra Cotta	471 C
	Museums on the River District	Kelly Green	347 C
	River Center District	Geranium (Red)	187 C
	Old Town District	Dark Violet	512 C

Wayfinding Table

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Wayfinding Medallion Concept Drawing

Old Town Map Kiosk Example

Appendix F: Applying the guidelines: Representative Scenes

Transit Balanced / Retail / Arena Neighborhood

Input Designation: B b 8

Pedestrian / Mixed Use / Government Center

Input Designation: D d 1

Plaza / Arts / Commerce Street

Input Designation: E f 9

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DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES, APRIL 2010

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PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Skinner Design Studios

"Streets and their sidewalks, the main public places of a city, are its most vital organs…If a city's streets look interesting, the city looks interesting; if they look dull, the city looks dull."

Jane Jacobs

DRAFT

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES

APRIL 2010

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Skinner Design Studios

Plan Acknowledgements

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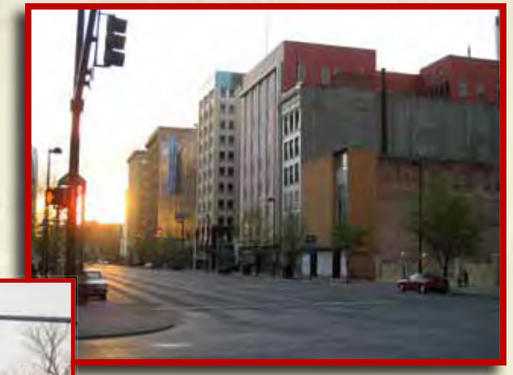

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I. Introduction

The *Downtown Wichita Streetscape Design Guidelines, April 2010,* referred to throughout this document as the Streetscape Design Guidelines, are the result of years of planning activities. These guidelines help to implement several planning initiatives and represent their spirit and intent through a comprehensive design framework. This framework serves one basic purpose – to help improve the sense of place in downtown Wichita.

The cornerstone of the Streetscape Design Guidelines is an innovative implementation model that integrates context-based design into downtown's street environment. To this point, streetscape design has largely been decided on a project-by-project basis, with a few consistent design features. Going forward, these guidelines will provide a set of cohesive design principles for future street improvements. As a result, future projects will enhance the beauty of downtown while improving downtown mobility for all users of the street network.

A. Relation to Other Planning Documents

Due to its location in downtown, the Streetscape Design Guidelines are influenced by other existing planning documents. These documents' study areas abut, overlap, or are completely contained by the boundaries of the downtown streetscape guidelines. Several of these documents have established design recommendations, including streetscape elements. It is important that these planning documents are properly acknowledged in this plan. This section identifies five key planning documents that have an important relationship with the Streetscape Design Guidelines. These documents include:

- *Downtown Revitalization Master Plan*
- *Arena Neighborhood Redevelopment Plan*
- *Delano Neighborhood Revitalization Plan*
- *Douglas Design District Streetscape Improvement Plan*
- *Walker and Carl Walker Parking Plans*

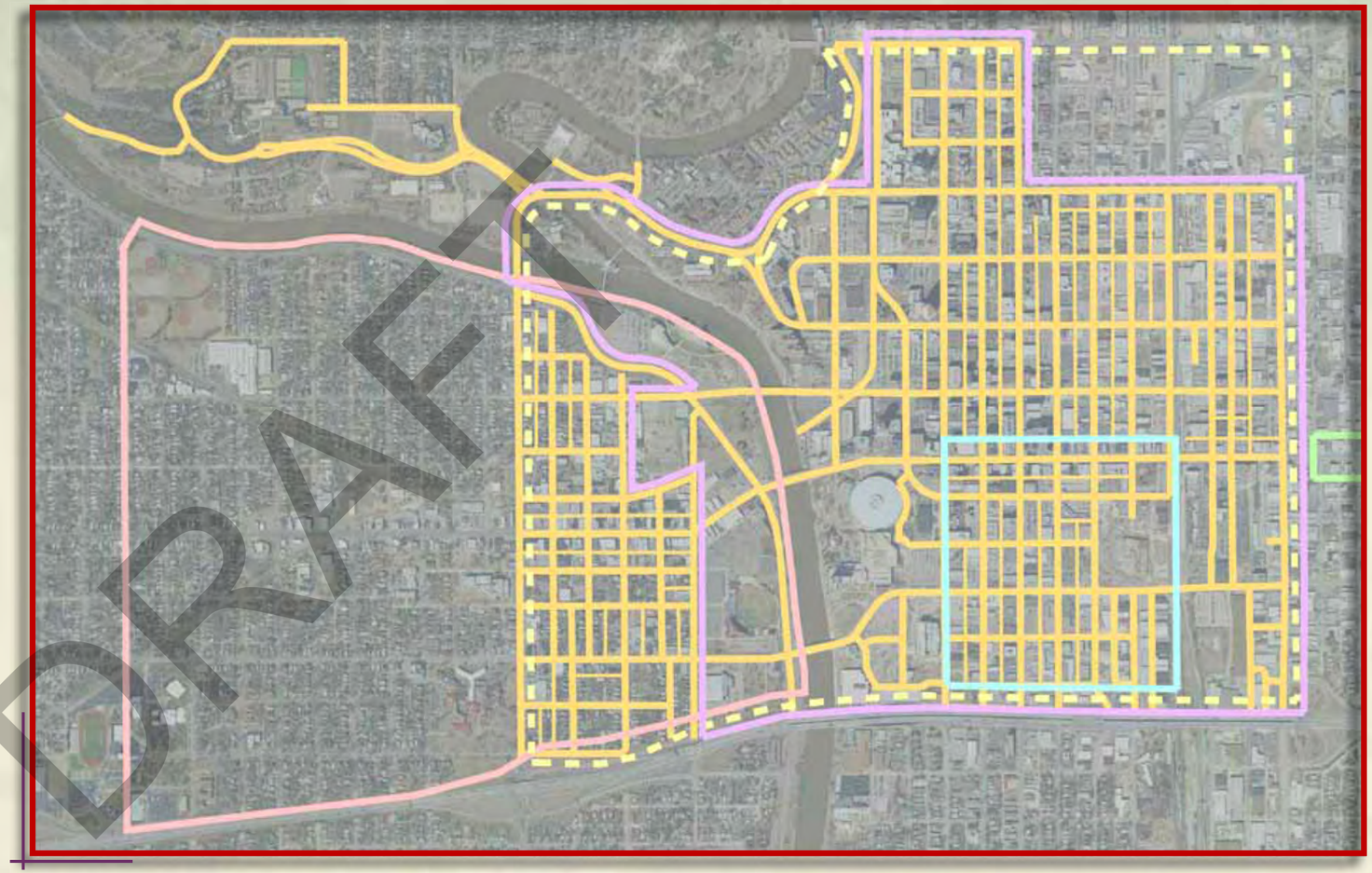
The background history of each study area is briefly discussed, followed by a summary of the components of the planning document. Finally, the unique relationship between the specific planning document and the downtown streetscape guidelines is analyzed. The locations of the study areas for each planning document, including the Streetscape Design Guidelines, is identified in the Location of Study Areas Map to the right.

1. Downtown Revitalization Master Plan

Currently, the Downtown Revitalization Master Plan (DRMP) is under development. The development of these Streetscape Design Guidelines has proceeded concurrently with the DRMP planning process. The prime consultant for these design guidelines, Professional Engineering Consultants (PEC), is also a member of the consultant team for the DRMP. Coordination

Location of Study Areas

Not to Scale



Streets covered by Streetscape Design Guidelines

Downtown Revitalization Master Plan

Arena Neighborhood Redevelopment Plan

Delano Neighborhood Revitalization Plan

Douglas Design District Streetscape Improvement Plan

Walker and Carl Walker Parking Plans

between the two projects ensures a high degree of consistency, which is important due to their very similar project boundaries.

At the heart of both documents is the ultimate goal to improve downtown. But the DRMP has a much more comprehensive scope than the Streetscape Design Guidelines. Most downtown master plans contain a streetscape element. Therefore, the Streetscape Design Guidelines can almost be considered an implementation component of the DRMP.

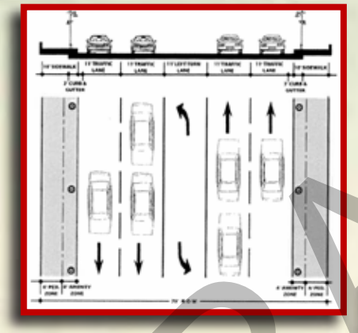
Several aspects of this coordinated approach to project development are worth mentioning. First, the street types were developed in concert with the DRMP transportation consultant. This led to the refinement of the Balanced Street types. Second, the streetscape design framework was coordinated with the DRMP urban design leader to ensure consistency with the DRMP's conceptualized urban fabric. Third, the inclusion of the cycle track bicycle facility type was suggested by the DRMP transportation consultant. Finally, public involvement opportunities were shared by the two projects. This was vital to maintaining stakeholder engagement.

2. Arena Neighborhood Redevelopment Plan

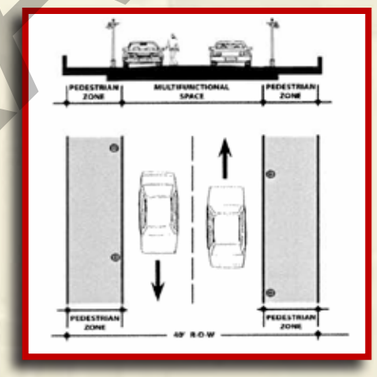
The INTRUST Bank Arena is a vital component of downtown Wichita. The *Arena Neighborhood Redevelopment Plan* is an intergovernmental effort by the City of Wichita, Sedgwick County, and the Wichita Downtown Development Corporation. The boundaries of this plan are Main Street on the west, the central rail corridor on the east, the Kellogg freeway on the south, and Douglas Avenue on the north. This plan:

- Ensures the area within the plan includes high quality architecture that compliments both the existing architecture and public sector improvements in the area. This includes the protection and rehabilitation of important existing structures.
- Promote a visually-appealing, secure, and comfortable physical place by establishing architectural guidelines and building materials for façade improvements and new construction within the area. These include, but are not limited to consistency in building height, scale, massing, fenestration, rooflines, and a palette of acceptable colors and building materials.
- Discusses ADA accessibility, variety of uses, mixture of market components, intensity of use, and linkage to existing infrastructure.
- Recommends the development of streetscape design guidelines (Implementation Action 3a), which is a driving factor behind the development of the Downtown Streetscape Design Guidelines.

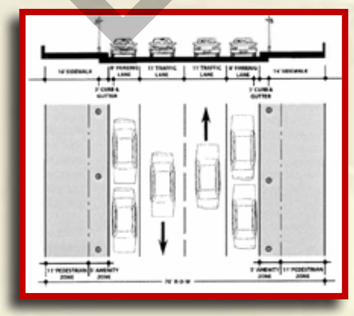
The *Arena Neighborhood Redevelopment Plan* also includes specific recommendations for three street types within the arena neighborhood. These include balanced streets, pedestrian streets, and plaza streets, which are shown below. These street type standards influence the street types identified in the Streetscape Design Guidelines.



Balanced Street Section
Source: Gould Evans.



Plaza Street Section
Source: Gould Evans.



Pedestrian Street Section
Source: Gould Evans.

3. Douglas Design District Streetscape Improvement Plan

The Douglas Design District is located directly to the east of downtown Wichita. This district is the Douglas Avenue corridor from Washington Street east to Glendale Street. The Douglas Design District Association, a civic not-for-profit organization that represents businesses within the corridor, is the driving force behind the streetscape improvement plan. Over many decades the district amassed a wide variety of architectural types as it transitions from an urban character on its western end to a more traditional inner-ring suburb on the eastern end. The Douglas plan presents an improved, revitalized, vibrant commercial corridor in 2020 through the use of design concepts and streetscape improvements.

The Douglas plan is primarily an economic tool to promote redevelopment within the aging commercial corridor. There is also a design concepts section, which includes streetscape improvements. Some of these include:

- Retain existing on-street parallel parking stalls and establish on-street bike lanes.
- Install uniquely-designed street furniture such as trash receptacles, bike racks, historic markers, public art, etc.
- Introduce comprehensive street landscaping (street trees, raised landscape medians, planters, etc.) on Douglas at Washington extending east to the I-135 overpass.

The Douglas plan's specific recommendations for street improvements are recognized in the Streetscape Design Guidelines. Douglas Avenue is an important connection between the downtown and I-135. Proposed improvements in the Streetscape Design Guidelines should balance the site amenities along Washington Street at the intersection with Douglas Avenue. There should be a continuity of design along Douglas Avenue that provides a healthy transition from one area to the next.

Recommended Green Landscaping Concept
Source: Wichita-Sedgewick County MAPD.

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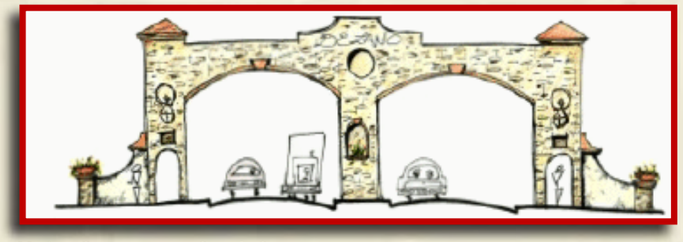
4. Delano Neighborhood Revitalization Plan

The Delano Neighborhood is located directly to the west of downtown Wichita, on the far side of the Arkansas River, as shown on the location map. Originally a separate municipality from Wichita that is actually older than the larger city of Wichita, Delano was annexed to Wichita in the late 1870s. Delano's history as a separate community affords this neighborhood a distinct character and feel that is different from the abutting neighborhoods. Its location on the river and close proximity to Wichita's central business district, original historical architecture, and pedestrian-scale of development have led to increased development in the area. The *Delano* plan is a planning document aiming to re-establish an urban neighborhood desirable for a quality live/work lifestyle.

The *Delano Neighborhood Revitalization Plan* includes specific neighborhood design guidelines for site design, landscaping, lighting, signage, gateway features, and architectural recommendations within the Delano Neighborhood Overlay District. The Delano neighborhood is physically separated from adjacent neighborhoods, including downtown Wichita.

5. Walker and Carl Walker Parking Plans



Major Gateway at South Seneca
Source: Law Kingdon

Gateway at Douglas/Meridian
Source: Law Kingdon

The study areas for both parking plans include the study area for the Streetscape Design Guidelines and extends further north to Murdock. These transportation plans include a thorough inventory of the existing on-street and off-street parking within the downtown area and discuss transportation demand management strategies. The parking signage and wayfinding issues addressed in the parking plans influenced similar signage recommendations in the Streetscape Design Guidelines.

Parking information provided in both plans will help influence parking capacity in the Streetscape Design Guidelines. Underutilized parking areas identified in the parking plans will also help determine if design standards need to be modified to accommodate additional parking, especially during special events.

B. Project Goals

Goal 1

Improve the vibrancy of downtown streets

Vibrant streets bustling with activity are indicative of a successful, economically healthy downtown. Anyone who has visited New York City, Chicago or any number of large cities can attest to this. The classic movie scene of grabbing a hot dog or newspaper at a corner stand while business people shuffle by is almost cliché. Yet in Wichita, such activity is limited in many areas.

There are several obvious reasons this scene is limited in Wichita. Cultural differences, population density and economic demand are certainly three of those reasons. However, one explanation that cannot be overlooked is the design of Wichita streets as compared with those found in more quintessential urban settings. In such environments, wide sidewalks accommodate high pedestrian volumes and provide ample space for vendors, performers and sidewalk cafés. Spacious plazas, showcasing monuments and works of art, provide venues for gatherings, festivals and open-air markets. Abundant seating options afford pedestrians opportunities for respite. Streets are easy to navigate, "user-friendly" and accessible to a broad spectrum of users.

These design characteristics create an environment that supports a variety of street-level activities for all users. This document provides guidelines for incorporating such characteristics into the design of downtown streets.

Goal 2

Improve linkages between downtown destinations

The community has invested significant resources developing destinations to serve a variety of governmental, entertainment, cultural and economic purposes. There are also plans for additional future facilities, such as the new Central Library. While many of these destinations are attractive and function well, they are distributed across the relatively large area of downtown Wichita and many are not connected visually or functionally.

Visual cohesiveness links major destinations together to enhance the sense of place. It also makes travelling between destinations a more pleasurable experience, whether by walking, driving or bicycling.

Barriers are also obstacles to overcome in downtown. The central rail corridor and the Arkansas River are two examples of barriers that inhibit strong linkages. Also, some streets and alleys have been vacated and developed upon, which blocks view corridors and creates longer travel distances.

This document contains design strategies that will provide visual and functional linkages to connect destinations that are dispersed throughout downtown. It also incorporates thematic wayfinding techniques to facilitate downtown mobility.

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Goal 3

Improve the degree of engagement between the travelling public and the street environment in downtown

With the advent of the automobile, many American cities turned their backs on transit, walking and bicycling as forms of transportation. Streets in downtowns across the country became very auto-centric. In recent years, environmental concerns, rising oil prices and the desire to become more physically fit have led to increased public desire for transportation alternatives to the car.

There is a tremendous challenge in retrofitting auto oriented streets to better suit the needs of pedestrians and bicyclists, and to a lesser degree transit. Wide travel lanes with relatively high posted speed limits and narrow sidewalks with few amenities create a hostile environment for walkers and cyclists. However, good design standards and dedication of sufficient resources can once again make streets safe and inviting to all users.

One concept that has gained popularity is that of "complete streets." The idea of complete streets advocates the creation of streets that are amenable to all users – motorists, pedestrians, bicyclists and transit. It is important to note that the concept does not ask people to eschew their cars. Rather, it simply places additional importance on the other transportation modes, stating that those modes must be designed for as well.

That being said, it is not practical for all streets to accommodate all users to the highest possible level of service. Some streets must be reserved as the primary vehicular corridors into and out of downtown. Others, typically those with moderate traffic volumes, can be designed with integrated bicycle facilities. Still others may be designated as transit corridors and designed to better accommodate transit vehicles and users. What is critical is that the downtown street network provides viable, user-friendly transportation facilities for all modes of travel.

This document provides design strategies for integrating the complete streets concept into the downtown street network. This will allow motorists, bicyclists, pedestrians and transit patrons to safely enjoy all that downtown has to offer.

Goal 4

Improve the aesthetic and functional consistency of downtown streets through good streetscape design principles

A key component of creating critical mass in downtown is to provide streets and spaces that not only function well, but look good doing it. Beautiful streets are of little worth if they do not adequately transport cars, trucks, bicycles, buses and pedestrians. They must also support adjacent development with effective on-street parking. Conversely, fully functioning streets add little to the fabric of downtown if they are dull, boring and ugly. Good streetscape design accounts for both form and function.

Over the years, streets have been constructed in downtown to varying degrees of design. A few corridors, Douglas Avenue and Old Town in particular, have maintained a reasonable level of design quality and consistency. However, other streets have been constructed to a lesser degree of design quality, which detracts from the overall appeal of downtown. A comprehensive set of design guidelines will enhance the City's ability to maintain consistency and cohesiveness throughout downtown.

This document provides cohesive design principles that will help create attractive and functional downtown streetscapes. The guidelines provide for the appropriate use of art and landscaping to improve the downtown sense of place.

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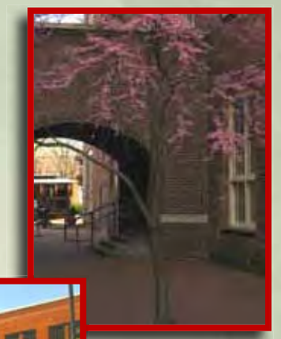

C. Important Considerations

There have been several items identified that have been considered as the Streetscape Design Guidelines were developed and need to continue being considered as they are implemented. A brief explanation of some of the more important of these items is included for discussion purposes.

1. Maintenance and Operations Issues

This document is concerned mostly with the development of future streetscape designs in downtown Wichita. It does not go into great detail regarding the maintenance and operations after the guidelines are implemented into constructed streetscape projects. As new street projects are conceived and the bid documents are developed, the City will be considering aspects of maintenance and operations. As such, it may not be possible for all aspects of the amenities to be developed at one time.

The City will consider maintenance and operational capacity for each project. It is unlikely that the City will build a project if sufficient ongoing maintenance and operational resources cannot be identified. Therefore, most of the guidelines are structured to have a range of possibilities from preferred to acceptable, with the acceptable option being the minimum desired standard.

Also, there may be opportunities going forward to look at design options that could yield cost savings for maintenance and offer operational advantages. These options frequently incur higher capital costs, but offer advantages over time. For example, the City has recently begun using LED (light-emitting diode) traffic signal lights. They are more expensive than traditional incandescent bulbs, but last many times longer and use far less electricity. So, the City has made the decision to pay more up front and recapture those expenses in the form of lower maintenance costs and higher operational efficiency.

There are three options identified for consideration that could be implemented as deemed feasible. As with the traffic signal lights, the City could begin using LED bulbs for their street lights. This may require some coordination with Westar, but it could potentially offer similar advantages. Another lighting option is that of solar powered street lighting fixtures. There are several manufacturers that offer products that could work for downtown. Consideration would have to be given to design, as these fixtures require a solar panel to gather the sun's energy. However, some of the products have the solar panels integrated into the fixture head to streamline the design. Products such as the "Big Belly Solar Trash Compactor" could be considered in lieu of traditional garbage receptacles. Product design would also need to be considered with the "Big Belly," as the product is relatively large and offers few design options. The main advantage to such a product would be in operational capacity. They would require less frequent emptying of trash, which would free those resources for other activities.

2. Avoiding Monotony in Streetscape Design

It would be rather simple to create a set of design guidelines that could be applied uniformly throughout downtown. The City could simply say that every street light installed shall look like this, or that every bench shall look like that. However, the end result of such an approach would be an entire downtown that looks the same everywhere without taking into consideration the architectural and artistic differences from district to district within downtown.

These guidelines have been developed to consider the uniqueness of the individual districts and sub-districts within downtown. For example, it is plain to see that Old Town has a completely different design feel and aesthetic than Water Walk. These differences should be reflected in streetscape design that compliments adjacent design characteristics of the built environment. The end result will enhance the sense of place within downtown and provide a more pleasurable experience for the street user.

3. Need for Flexibility

It must be considered that the downtown environment is very complex. Streets and facilities have been built over a span of more than a century. During that time frame modes of travel have changed, building techniques have evolved and development regulations have been periodically updated. Therefore, it is impossible to fathom every scenario that could arise through the design and construction of a street project.

Even with the included range of acceptable options, some options may not be feasible given the aforementioned complexities. It will be necessary for design professionals and decision makers to remain flexible in such situations and formulate the best alternative design options.

4. Importance of Accessibility

Downtown is likely the most diverse place in Wichita. People from all walks of life, all races and ethnicities, all socioeconomic classes and all manner of physical ability converge daily upon downtown to partake of its businesses and services. Because of this, downtown needs to be accessible and hospitable to the broadest cross-section of our community's population. It is a stated goal that downtown streets need to be designed for all users. This includes the disabled and less mobile members of our community. The importance of accessibility to all cannot be understated. From a design perspective, the Americans with Disabilities Act Accessibility Guidelines (ADAAG) represent the minimum acceptable standards of accessibility and not the maximum.

5. Existing Downtown Walking Trails

The City recently installed signage along several downtown streets, which demark three downtown walking trails:

- The Kansas Poets Trail;
- The Kansas Sports Trail; and
- The People of Kansas Trail

As streets are reconstructed to the Streetscape Design Guidelines, these trails should be considered and signage replaced as needed.

The Kansas Poets Trail signs include poetry excerpts from Kansan poets. The Kansas Sports Trail includes quotes by Kansan sports figures or about Kansas sports teams. The People of Kansas Trail includes quotes or information about figures from the history of Kansas. The routes taken by each of these trails along with signage samples are detailed in Appendix B.

D. Policy Recommendations

There are four policy recommendations that would further the goals of the Streetscape Design Guidelines. A comprehensive discussion of these policy recommendations is included in Appendix A. The recommendations are:

1. **Policy Recommendation #1 –**
Establish an internal review process for implementation of the Streetscape Design Guidelines.

2. **Policy Recommendation #2**
Develop prioity enhancement areas for public infrastructure in downtown.

3. **Policy Recommendation #3**
Revise applicable codes, ordinances and policies to better facilitate street level activities

4. **Policy Recommendation #4**
Develop guidelines specifically for the design of on-street bicycle facilities and cycle tracks

5. **Policy Recommendation #5**
Develop a City policy to address advertising signage in the street right-of-way to incorporate the Lifestyle Pylons, Mini-pylons and Wayfinding Map Kiosks suggested in the Streetscape Design Guidelines.

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II. Users Guide

A. Purpose and Vision

The ultimate purpose of the Streetscape Design Guidelines is voiced thoroughly in the project goals. To summarize, the purpose of the project is to improve the design aesthetic and design consistency of downtown streetscapes while making the streets more functional for all users.

The Vision Statement of the project is stated as follows:

"Sense of place through quality design enhances the downtown experience."

This statement also serves as the intangible output for the plan implementation model, as will be discussed later in this section.

B. Intended Audience

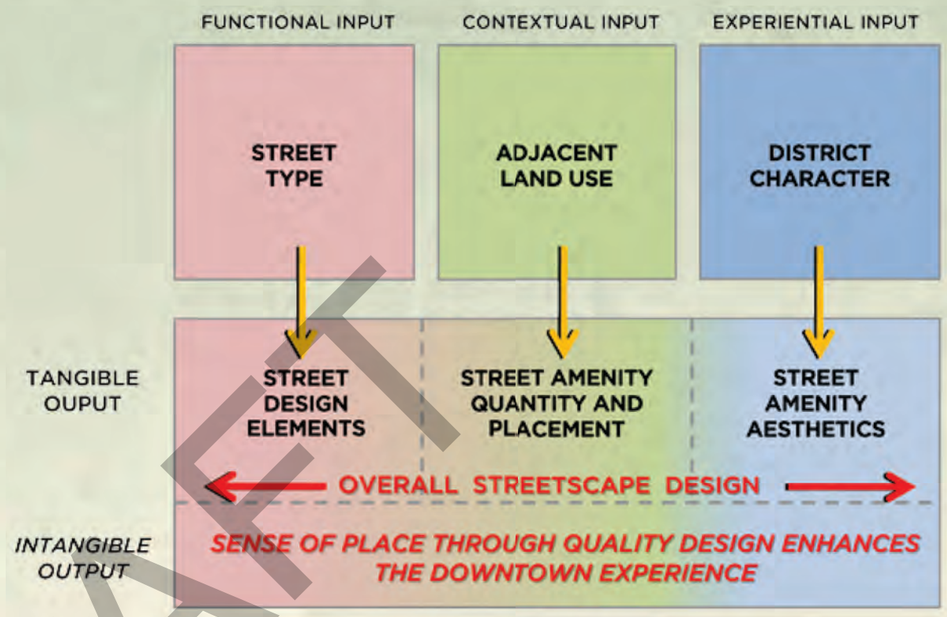
There are three primary users of the Streetscape Design Guidelines:

- General Public
- City Staff
- Design Professionals

The general public will use the document mostly for informational purposes. The guidelines will provide a picture of how downtown will look, feel and function as street projects are constructed. Downtown stakeholders, such as business and property owners, are included in this audience.

City staff will use the Streetscape Design Guidelines to develop consistent and attractive downtown street projects. Also, staff will use them to review projects as they are being developed to ensure that the City's design preferences are incorporated into streetscapes. Additionally, as amenities are added to existing streetscapes, staff should use the document to ensure that they reflect the City's design preferences.

"Design professionals" is a generic term for the engineers, architects, landscape architects and artists hired by the City to design street projects. The Streetscape Design Guidelines will inform them on the City's preferences as projects are being designed. Preferred products and materials are specified to ensure a high degree of quality and consistency.



Implementation Model

C. Implementation Model

The implementation model is a visual representation of the process used to implement the Streetscape Design Guidelines from concept to design to construction. The model graphic is located above.

The implementation model is built on a series of three inputs. The *functional input* is based upon the project's street type, which is determined by how the street functions within the downtown street network. So, the output produced by the functional input is the street design elements. Specifics regarding functional input are found in Chapter 3.

The contextual input is based upon the existing land uses adjacent to the project. Different land uses require support of different types and service levels of street amenities. Therefore, the location and quantity of the various street amenities are the outputs determined by adjacent land use. Specifics regarding contextual input are found in Chapters 4 – 5.

The experiential input is based upon the architectural and design characteristics of the district or sub-district where the project is located. The output determined by the experiential input is the aesthetic of the streetscape amenities. Specifics regarding the experiential input are found in Chapter 6.

The abovementioned outputs combine to form the overall streetscape design, which is the tangible output of the implementation model. It is so called because it translates into the final built environment of the streetscape. The intangible output is the sense of place created by quality design, which enhances the downtown experience. This intangible output, as mentioned above, serves as the vision statement for the document.

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D. How to Use the Streetscape Design Guidelines

Each input has a specific designation as indicated in the table to the right.

The functional input designations are the capital letters "A" – "F", each letter representing one of the street types. The contextual input designations are the lowercase letters "a" – "f", each letter representing one of the typical land uses within downtown. The experiential input designations are the numbers "1" – "9", each number representing one of the districts or sub-districts within downtown. Each project will have a project input designation, represented by these three input designations combined.

For example, a street project on a Bicycle Balanced Street ("C") with adjacent retail land use ("b") located in the River Center District ("3") would have a project input designation of Cb3. This designation is used to determine the streetscape design of the project by correlating the designations with appropriate design elements in the abovementioned input chapters.

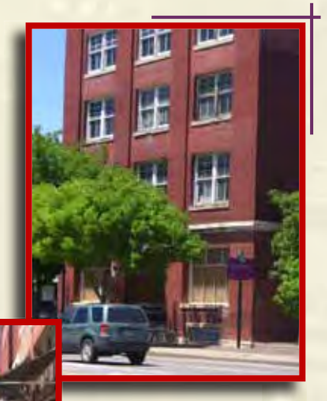
E. Applying the Streetscape Design Guidelines

These concepts are difficult to visualize as applied to the actual streetscape design based solely upon the narrative of this chapter. To assist the reader with visualization, conceptual illustrations representing the preferred scenarios have been developed. Appendix F contains the following three representative input designations:

- **Input Designation – Bb8**
  - Four or five lanes (two-way); two or three lanes (one-way)
  - Transit Balanced Street
  - Retail Land Use
  - Arena Neighborhood District
  - Traditional Style Group
- **Input Designation – Dd1**
  - Pedestrian Street
  - Mixed-use Land Use
  - Government Center District
  - Contemporary Style Group
- **Input Designation – Ef9**
  - Plaza Street
  - Arts Land Use
  - Commerce Street Sub-district
  - Artistic Style Group

Functional Input Street Type		Contextual Input Adjacent Land Use		Experiential Input District Character	
Designation	Name	Designation	Name	Designation	Name
A	Automobile Balanced	a	Office/Institution	1	Government Center District
B	Transit Balanced	b	Retail	2	Financial Sub-district
C	Bicycle Balanced	c	Residential	3	River Center District
D	Pedestrian	d	Mixed Use	4	Delano Sub-district
E	Plaza	e	Entertainment	5	WaterWalk Sub-district
F	Alley	f	Arts	6	Old Town District
				7	Museums on the River District
				8	Arena Neighborhood District
				9	Commerce St. Sub-district

Input Designation matrix



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III. Functional Inputs

A. Basic Street Types

The functional input for the implementation model is the street type. There were three basic street types introduced for downtown Wichita in the Arena Neighborhood Redevelopment Plan. These are Balanced Streets, Pedestrian Streets and Plaza Streets. This document builds upon those basic street types and provides additional Balanced Street options to support enhanced functionality of Downtown's entire transportation network. These guidelines do not provide a system map that assigns a street type to each street in the network. Rather, it is assumed that each street construction project's design specifications will include this information based upon other planning documents, including the Downtown Revitalization Master Plan.

These guidelines recognize the importance of preserving corridors for cars and trucks, which are the principal means of moving people and goods within downtown. Yet, it is also recognized that enhanced facilities for transit, pedestrians and bicycles will play an important role in ensuring a vibrant downtown into the future. Therefore, these guidelines seek to integrate all modes of transportation appropriately and pragmatically, without eliminating the vehicular usage of any downtown streets.

1. Street Design Elements

The following descriptions of each of the functional zones are listed in the same order as the General Street Section Options graphic from left to right:

Pedestrian Zone – This is the area constructed for people to walk on. It is part of what is commonly referred to as the "sidewalk." This area is normally kept clear of obstructions to allow pedestrians to move freely in their travels.

Amenity Zone – This is the area within the sidewalk that is reserved for amenity enhancements such as seating, trash receptacles and landscaping.

Bicycle Zone – This is the area within the right-of-way where dedicated bicycle facilities exist. A discussion regarding the different types of bicycle facilities is included as Appendix C.

Buffer Zone – This area is used in conjunction with the cycle track type of bicycle facility. It provides a physical separation between the cycle track and the parking zone or traffic zone.

General Street Section Options

Not to Scale

Parking Zone – This area is used for parking vehicles in one of four different configurations (parallel; 45° angled [pull-in]; 45° angled [back-in]; perpendicular). Appendix D contains a discussion regarding on-street parking.

Overhang/Door Zone – This is the area between the parking zone and other adjacent zones. In angled and perpendicular parking configurations, the overhang provides a buffer area between zones where the front ends of vehicles hang over the end of the parking zone. In the parallel parking configuration, the door zone provides a space where vehicle doors can open to minimize obstruction to adjacent zones.

Traffic Zone – This is the area within the right-of-way that contains travel lanes for motorized vehicles (cars, trucks, motorcycles and transit vehicles). The traffic zone(s) may be one- or two-way and lane configurations vary from street to street.

Median/Turn Lane Zone – This area is typically located near the center of the right-of-way, when it is present. Not all streets are designed with this zone. Medians may be designed with landscape or hardscape surfaces and may accommodate left turn lanes.

2. Street Type Listing

The following pages contain brief descriptions for each of the street types designated for development throughout Downtown. Each street type description includes:

- Input Designation
- Purpose
- Appropriate Corridor Locations
- Typical Characteristics

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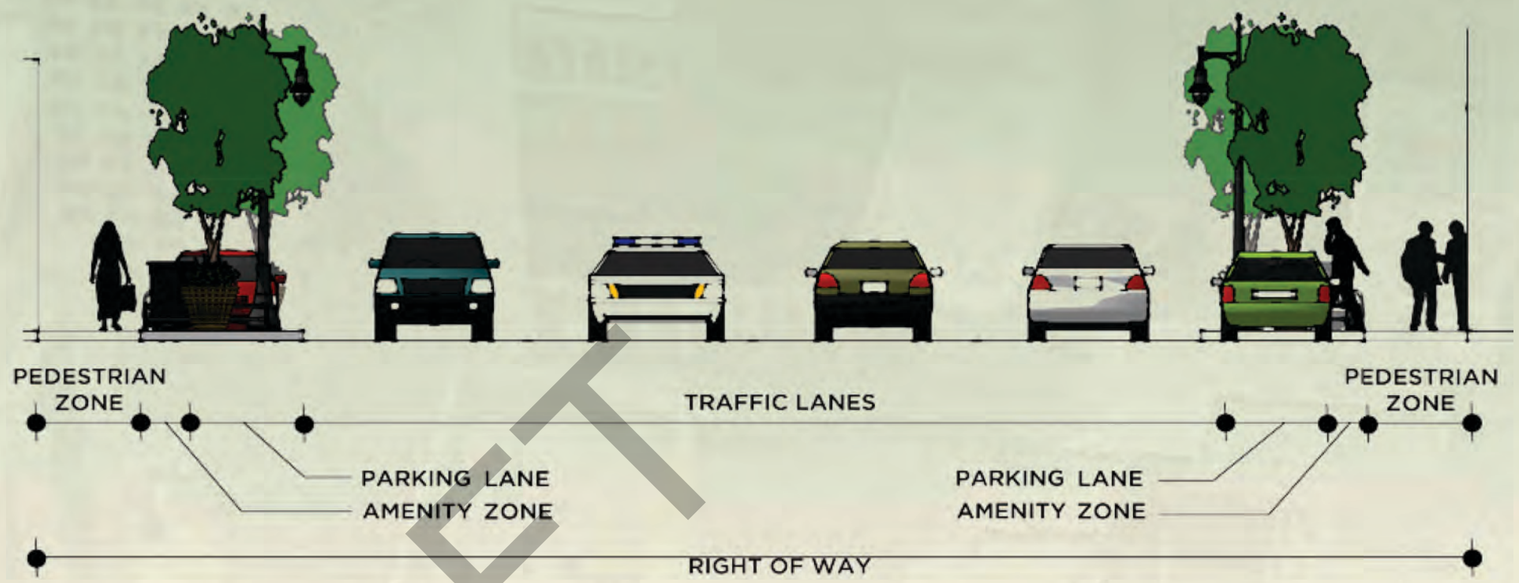
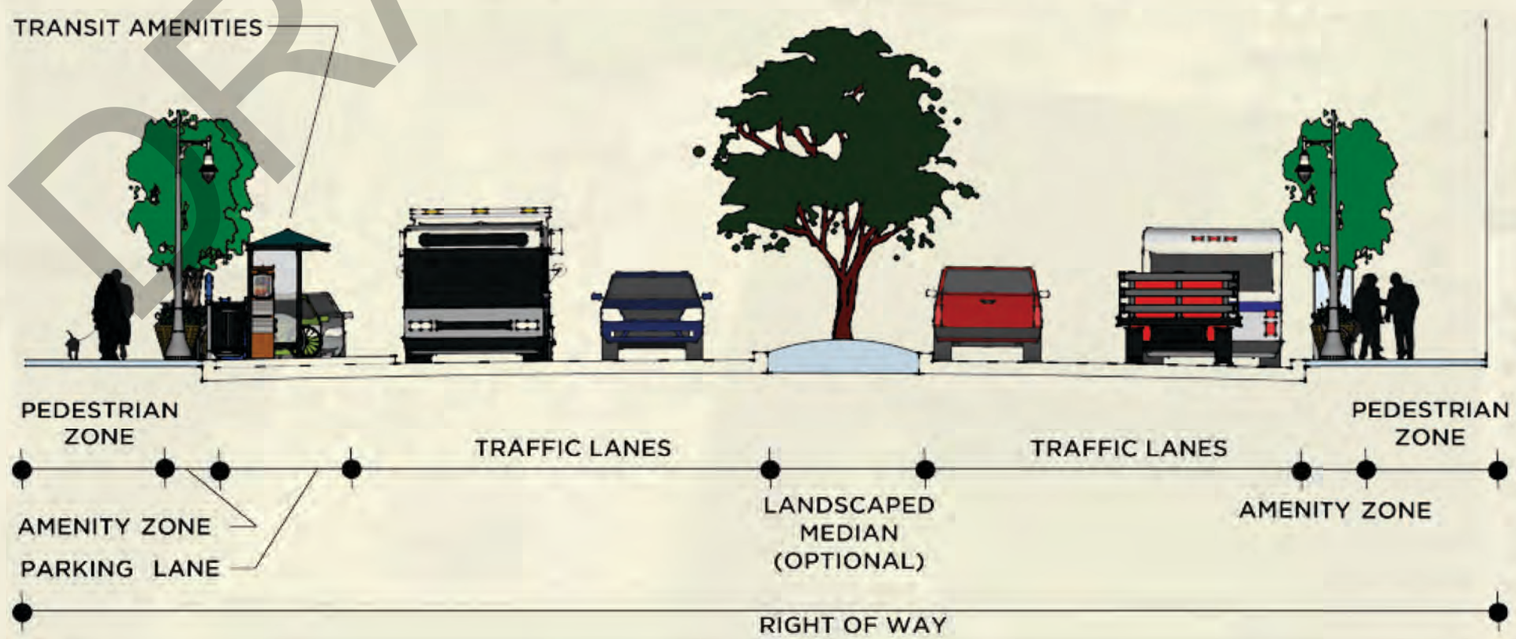
A. Automobile Balanced Streets – Input designation "A"

- The purpose of Automobile Balanced Streets is to provide appropriate facilities for moving cars and trucks into and through downtown, while providing adequate pedestrian corridors.
- This street type is appropriate for corridors that move high volumes of cars and trucks into and through downtown.
- Typical characteristics:
  - Four or five lanes (two-way); two or three lanes (one-way)
  - On-street parking, where right-of-way is sufficient
  - Left-turn bays at appropriate intersections, with continuous turn lanes where needed
  - Signalized intersections with pedestrian crosswalks, where warranted
  - Mid-block crosswalks possible where deemed appropriate



B. Transit Balanced Streets – Input designation "B"

- The purpose of Transit Balanced Streets is to enhance the mobility of transit vehicles within and through downtown, while providing adequate corridors for cars, trucks and pedestrians.
- This street type is appropriate for corridors that connect transit destinations, such as the Transit Center, public venues, entertainment venues and employment centers.
- Typical characteristics:
  - Four or five traffic lanes (two-way); two or three lanes (one-way); potential for transit-dedicated lanes
  - Wide lane widths to accommodate transit vehicles
  - On-street parking, where right-of-way is sufficient
  - Signalized intersections with pedestrian crosswalks, where warranted
  - Mid-block crosswalks possible where deemed appropriate
  - Enhanced bicycle parking options



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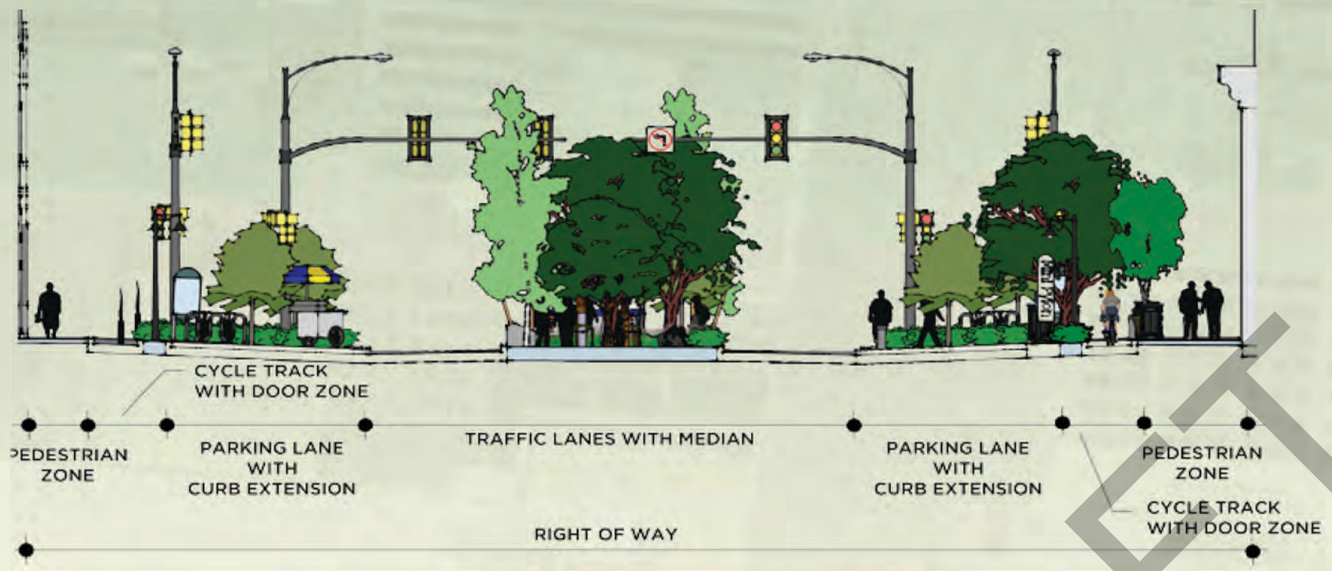
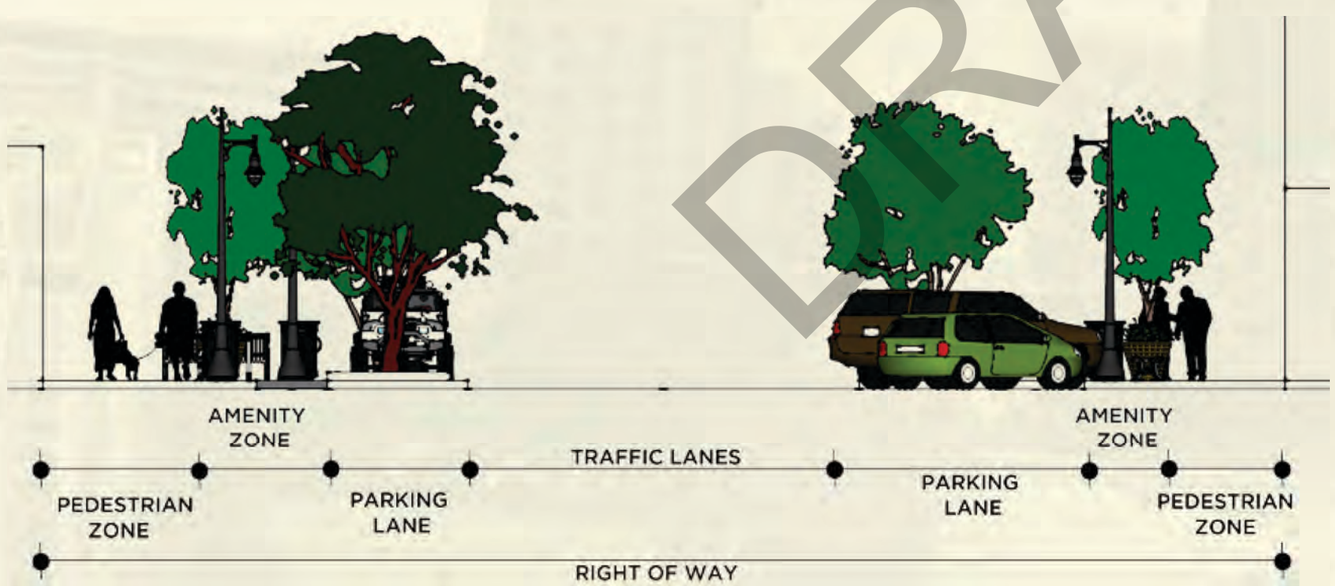


C. Bicycle Balanced Streets – Input designation "C"

- The purpose of Bicycle Balanced Streets is to enhance the mobility of bicyclists within and through downtown, while providing adequate corridors for cars, trucks and pedestrians.
- This street type is appropriate for corridors that connect destinations and provide connections to existing and planned bicycle facilities around Downtown. Low to moderate vehicular traffic volumes are preferred.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way); all configurations include on-street bicycle facilities:
    - Shared Travel Lanes
    - On-street Bicycle Lanes
    - Cycle Tracks
  - On-street parking, where right-of-way is sufficient
  - Enhanced bicycle parking options



D. Pedestrian Streets – Input designation "D"

- The purpose of Pedestrian Streets is to enhance pedestrian connections within downtown.
- This street type is appropriate for streets that provide circulation within Downtown, rather than on primary through-corridors.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way)
  - On-street parking with preference for angled spaces
  - Wide sidewalk widths
  - Traffic calming techniques to enhance pedestrian safety
  - Pedestrian crosswalks at intersections
  - Good pedestrian access to off-street parking facilities

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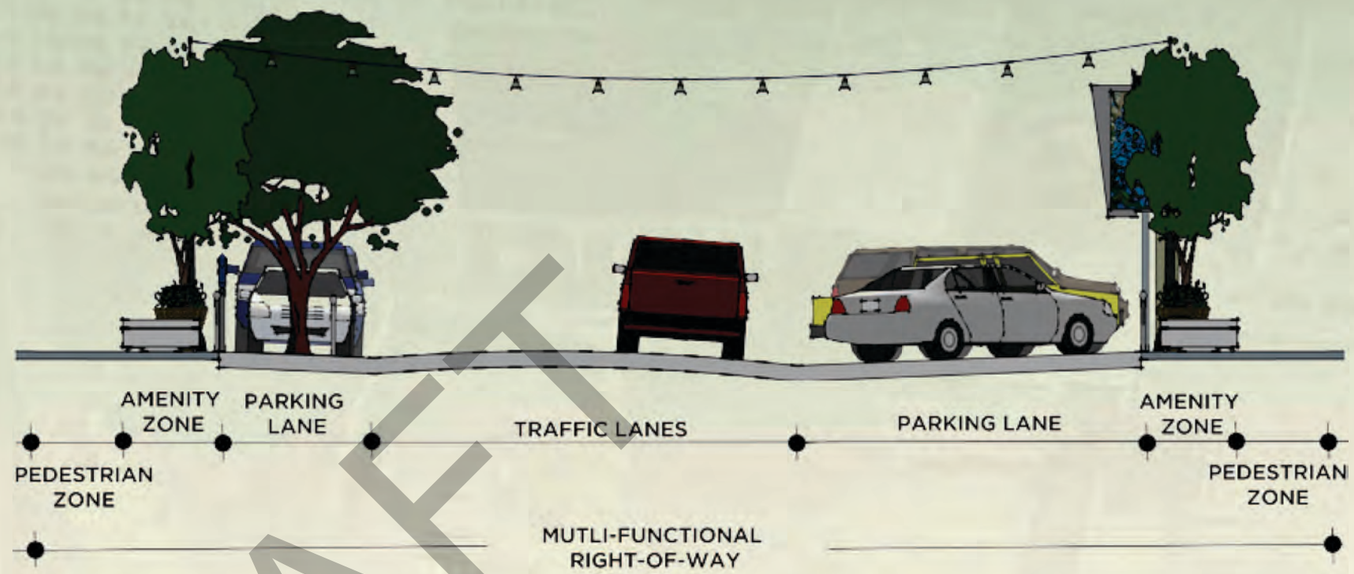
E. Plaza Streets – Input designation "E"

- The purpose of Plaza Streets is to provide multifunctional right-of-way space to accommodate street-level events while preserving vehicular access to adjacent property. Plaza Streets may be closed occasionally to restrict vehicular access during events.
- This street type is appropriate for low volume streets adjacent to entertainment land uses and event venues.
- Typical characteristics:
  - Two or three traffic lanes (two-way); one or two traffic lanes (one-way)
  - On-street parking with preference for perpendicular spaces
  - Wide sidewalk widths
  - Plaza street design, which may include parking at sidewalk height
  - Pedestrian crosswalks at intersections
  - Traffic calming techniques to enhance pedestrian safety
  - Good access to off-street parking facilities
  - Bollards or barriers to facilitate street closure



F. Alley Streets – Input designation "F"

- The purpose of Alley Streets is primarily to provide utility routes and service/secondary access to individual parcels. May provide direct access to interior block parking facilities. May be considered as secondary areas for business related activities.
- This street type is appropriate for accessing the interior parcels of city blocks.
- Typical characteristics:
  - Two traffic lanes (two-way); one traffic lane (one-way)
  - Generally no parking within right-of-way, with loading zones for businesses
  - Through traffic discouraged
  - May be designated for mid-block pedestrian crossings, when evaluated for ADA compliance

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3. Functional Zones

The Functional Input Matrix includes design specifics for the various functional street zones within a street type's right-of-way. There are several assumptions made, as follows:

- The term "per project specifications" means that the amenity/zone/item being referred to will be determined according to a description included in the design specification documents for the project.
- "Lane configuration" refers to the number of lanes, direction of travel and location/dimensions of turn lanes.
- If there is not sufficient right-of-way to include an amenity zone, as is sometimes the case, there is no room for all of the amenities that would typically be needed. Therefore, in such cases, an amenity zone with accompanying amenities would not be included in the final design drawings.

Street Zone	Street Type (Implementation Designation in Parentheses)					
	Automobile Balanced Streets (A)	Transit Balanced Streets (B)	Bicycle Balanced Streets (C)	Pedestrian Streets (D)	Plaza Streets (E)	Alley Streets (F)
Traffic Zone[1] (Travel Lanes Only)						
Configuration	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs	Per Project Specs
Preferred Width	11' per travel lane	12' per travel lane	11' per travel lane	11' per travel lane	11' per travel lane	20' total
Acceptable Width	10' per travel lane	11' per travel lane	10' per travel lane	10' per travel lane	10' per travel lane	16' total
Parking Zone[2]						
Preferred Configuration	Parallel	Parallel	Angled (45 degrees)[3]	Angled (45 degrees)	Perpendicular	--
Acceptable Configuration	None	Angled (45 degrees)[3]	Parallel[4]	Parallel	Angled (45 degrees)	
Bicycle Zone[4]						
Configuration Option A	--	--	On-street bicycle lanes 4'-5' 6" per lane	--	--	--
Configuration Option B			Cycle Track 4' per lane plus 3' buffer			
Pedestrian Zone						
Preferred Width	11' per side	11' per side	11' per side	12' per side	12' per side	--
Acceptable Width	6' per side	6' per side	6' per side	7' per side	7' per side	

Street Zone	Street Type (Implementation Designation in Parentheses)					
	Automobile Balanced Streets (A)	Transit Balanced Streets (B)	Bicycle Balanced Streets (C)	Pedestrian Streets (D)	Plaza Streets (E)	Alley Streets (F)
Amenity Zone						
Type/Configuration	Planting Strip Encouraged			Planting Strip Encouraged		--
Preferred Width[5]	5' per side	7' per side	7' per side	7' per side	7' per side	
Acceptable Width[6]	0'	5' per side	5' per side	5' per side	5' per side	
Curb Zone (including gutter pan)						
Preferred Width	36"	36"	36"	36"	Concrete Brick Header 12" minimum	--
Acceptable Width	30"	30"	30"	30"	Curb with 30" minimum Gutter Pan	
Medians and Bulb-outs[5]						
Preferred Type	Landscaped	Landscaped	Landscaped	Landscaped	--	--
Acceptable Type	Hardscaped	Hardscaped	Hardscaped	Hardscaped		
Preferred Width (median)	11'	11'	11'	11'		
Acceptable Width (median)	5'	5'	5'	5'		

Footnotes

[1] Located between gutter pans
[2] Refer to Appendix D for stall dimensions
[3] Only where ROW width allows and in conjunction with cycle tracks
[4] Only where ROW width prohibits angled spaces. Refer to Appendix C for guidance.
[5] Location and/or type determined per project specifications

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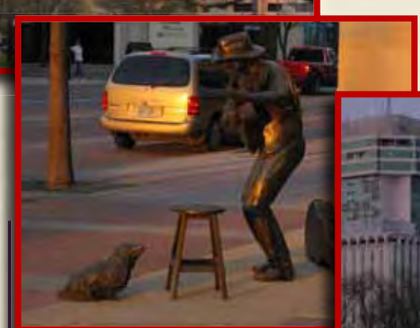
Functional Input Matrix

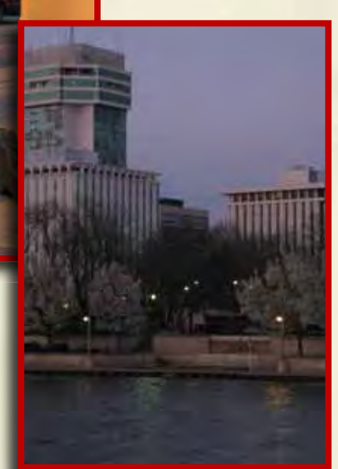
IV. Streetscape Amenities Definitions

Advertising:

Advertising signage is per City code. However, in an effort to increase the amount of tree canopy and improve walkability, mini-pylon signs may be used to increase visibility of individual businesses, per the following requirements:

- Mini-pylons should be of a consistent design within any given block
- Only one mini-pylon per storefront/building entry
- Should be no wider than 18" in any dimension and no taller than 8'
- Placement must be coordinated with other site amenities to avoid odd offsets and must be effectively integrated into the streetscape
- Recommended to be used only where building signage is not readily visible to passing vehicles due to shading or blockage by streetscape amenities
- It is part of public-private partnership and businesses agree to cover cost of their graphic that gets installed on the pylons





Bicycle Parking:

Studies have shown that individual bicycle parking facilities throughout the streetscape are more effective and attractive than large multi-bike installations. Cyclists like to see their parked bikes from buildings, so "out of the way" settings like alleys often will not get used. Bike lockers, which are secured and enclosed, may sometimes be preferred over racks. Lockers can be located in more hidden locations or massed in parking lots and garages.

Interpretive Elements

The uniqueness of a space, place or community as experienced by individuals is largely derived from the sum of its sights, sounds, smells and textures. All play a part in triggering positive and/or negative responses. Every place has a story to tell. Every community has a unique history, development pattern, or reason for being (river for water source, clay and timber for building, etc.) Many of those reasons for being are as different as the citizens and industries of today. The diverse sources for the development of historic community character, plus current industry and community interests create a wealth of opportunity for interpretation.

An interpretive element, at the deepest level, is an instrument by which community pride and knowledge can be passed from one generation to the next. An interpretive element may promote reflection, contemplation, curiosity and emotion. On the surface, interpretive elements are attractive, combining artistic features with storytelling in words, graphics, and tactile components. A quality interpretive element will have something for all ages; a text element for those who like to read more detail; Braille or audio features for the blind and similar inclusive features for those with other disabilities; things to touch at different heights; a story or message to convey – all working together in an artistic composition.

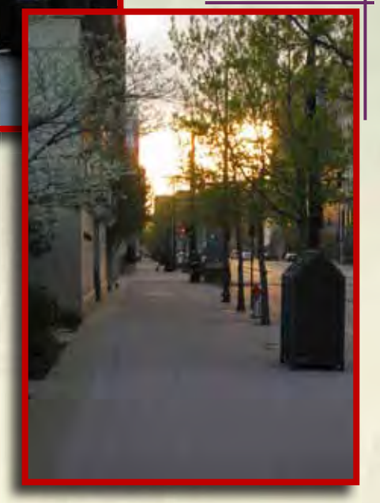
Newspaper Rack & Utility Screens:

These are typically custom fabrication items. Refer to the style group discussions relative to specific design. These amenities consolidate and screen newspaper/publication vending boxes, and disguise utility boxes in a consistent and attractive manner, thereby reducing visual clutter.

Other Site Amenities:

Several other site amenities that can improve livability in downtown should be considered on a case-by-case basis:

- **Dogwalker's Stations** – These facilities provide small plastic bags or gloves that enable the urban dog owner to easily clean up after their pet. When used, they should be located near each entrance to an urban park and near any residential or residential mixed-use building.



- **Focal Elements** – In some instances it may be appropriate to add focal elements in the streetscape. Focal elements can be functional, as in the case with street clocks; or aesthetic, as in the case with fountains and sculptures. They can also function as wayfinding elements, making it easier for pedestrians to orient themselves in the streetscape. Focal elements also improve the streetscape by drawing attention away from undesirable views and elements.

The following are common focal elements:

- Clocks
- Fountains (various sizes)
- Sculptures/statuary
- Pylon gates – a vertical pylon-like element that rotates down into a horizontal position to close off a Plaza Street during events. Functions as a gateway focal point most of the time.
- Lifestyle pylons – These are large graphic elements that add color

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and life to the streetscape year-round. They can be advertising, either for products or for civic institutions (Sedgwick County Zoo, Wichita Symphony, Botanica, etc.). The key is they are bright, colorful and graphically artistic. They should be limited to major retail, entertainment areas and government institutions (i.e. celebrating community services such as fire, police, social, and others).

- **Parking meters, regulatory signage, and similar elements** – Wherever possible, these elements should be combined and consolidated to reduce visual clutter in the streetscape. Poles should be black finish.

- **Drinking fountains** – Freeze-proof, ADA accessible drinking fountains should be provided at park and plaza frontages (if not included within those facilities) and within one-quarter mile (five minute walk) of each other. Drinking fountains located near dogwalker's stations should include a foot/pet fountain (description varies among manufacturers) option.

- **Air stations** – These facilities, either free or coin operated, should be considered near major bicycle parking/transit facilities on Bicycle Balanced Streets.

- **Accent lighting and seasonal lighting** – Use accent lighting to uplight trees or moon-light walks (down-lights from within trees to create shadow patterns). Provide power to in-grade planter locations, light standards, focal element locations for seasonal lighting. Light standards on Plaza Streets should be capable of supporting and powering string lights that may be strung over the street.

- **Alternative lighting sources** – Consider installation of solar powered and/or LED fixtures where appropriate.

- **Alternative trash receptacles** – Consider utilizing compacting trash receptacles where appropriate (solar powered preferable if proven in a pilot project).

- **Trash/grease collection points** – Wherever dumpsters and grease stations are located in the public streetscape, they should be combined to the extent possible and screened from street and overhead views.

Pedestrian Street Lighting:

Lighting is essential to the perception of security and enhancing a vibrant street life. However, security does not necessarily improve as light levels increase. Studies have shown that increased light levels in inactive areas can actually increase incidences of crime. This is because it is easier for criminals to see and they don't have to use flashlights, which attracts unwanted attention to the criminal's efforts. Design of light levels should be based upon land use activity level (i.e. higher light levels in retail increases shopping), rather than the perception that more light equals less crime.

Seating Options:

Seating options are furnishings that provide a place to sit down. These include:

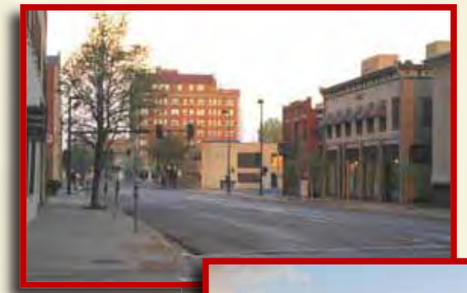
- **Benches** - these are a basic tool for quantifying and providing seating. 5' is preferred length, 6' is common, however lengths over 5' should have a divider arm to discourage sleeping on them.
- **Seat Walls** – Walls with a top surface 12" wide (minimum) – 18"+ (preferred); and a height ranging from 15" – 30", with 18" – 20" preferred for comfort.
- **Seating Platforms** – These are similar to extra-wide seat walls, 3'x5' or larger, that can be used by two or more people sitting cross-legged eating lunch; or small street performances. Preferably includes a provision for power supply.
- **Tables & Chairs** – Specific models are not identified within style groups, but may be used as appropriate. If used, they should be aesthetically consistent. Use smaller models – 18" – 24" diameter table with two chairs up to 36" diameter tables with 4 chairs.

Transit Amenities:

These amenities include transit stop and shelter amenities. The appropriate location, spacing and quantity will generally be determined by Wichita Transit policies. However, the design style and materials should be consistent with these guidelines to ensure these amenities are integrated fully with the rest of the streetscape.

Trash/Ash/ Recycling Receptacles:

The receptacles listed in the guidelines are trash only. Wherever the provision for recycling is desired the design should reflect the trash receptacles, with preference given to those that come from the same product line. In some locations, providing ash receptacles for cigarette butts will greatly enhance the streetscape by reducing the amount of cigarette waste that ends up in planting beds, etc. Receptacles need to be easily serviced, lockable, and fire resistant (metal liners are preferred when available).



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V. Contextual Inputs

A. Adjacent Land Uses

The contextual inputs for the implementation model are the land uses adjacent to the streetscape location. These land uses determine the quantity and placement of the various streetscape amenities. For the purposes of these guidelines, where multiple land uses exist on a block, the majority land use as determined by the Planning Director or designee should be used, unless otherwise indicated in the definition. However, in no case should parking be considered as a land use. In cases where parking is the predominant land use, or in blocks undergoing significant redevelopment, the future land use as determined by the Planning Director or designee should guide the contextual input. The six land uses are defined below.

1. Office/Institutional Land Use – Input Designation "a"

This land use is predominantly executive, administrative, professional, governmental or medical offices. This may include banking and lending establishments. For the purposes of this document, industrial land uses should be considered in this category.

2. Retail Land Use – Input Designation "b"

This land use is typified by establishments predominantly involved in the retail sale or rental of commonly used goods, furnishings, commodities or food items. This may include restaurants, bars, convenience stores and grocery stores. For the purposes of this document, businesses that offer personal services and similar uses should be considered in this category.

3. Residential Land Use – Input Designation "c"

This land use is predominantly residential in nature, whether rental or owner-occupied. This may include any common housing types including apartments, condominiums, townhomes, flats, lofts and single-family detached homes.

4. Mixed Use Land Use – Input Designation "d"

This land use is typified by retail or office uses on the ground floor street frontages, with residential uses on the upper floors. However, this category is also defined as circumstances where residential uses constitute at least one-third of the land uses on the block, as determined by the Planning Director or designee.

5. Entertainment Land Use – Input Designation "e"

For the purposes of this document, this category is defined as areas typified by a preponderance of restaurants, bars, night clubs, hotels, public entertainment venues, parks and other recreation areas. Old Town District, WaterWalk, and blocks fronted by INTRUST Bank Arena, Lawrence-Dumont Stadium, and Century II Performing Arts and Convention Center are all considered Entertainment Land Use areas.

6. Arts Land Use – Input Designation "f"

For the purposes of this document, this category is defined as areas typified by a preponderance of artist lofts, art galleries, artist work spaces and public art venues. The area commonly referred to as the Commerce Street Arts District and the Museums on the River District are considered Arts Land Use areas.

B. General Descriptions

The term "per project specifications" means that the amenity/zone/item being referred to will be determined according to a description included in the design specifications for the project being designed. If there is not sufficient right-of-way to include an amenity zone, as is sometimes the case, there is no room for all of the amenities that would typically be needed. Therefore, in such cases, an amenity zone with accompanying amenities would not be included in the final design drawings.

Some of the items are optional and will be indicated as such in the design specifications. The quantity and placement of many of the street amenities are consistent within all land use categories or determined by a project's design specifications. Such amenities are described below.

1. Transit Amenities

The quantity and placement of bus benches, bus shelters and bus stop signage will be governed by the policies of Wichita Transit.

2. Bollards and Barriers

Bollards and/or barriers are sometimes used to control where vehicular traffic is allowed. The quantity and placement will be determined by the project's design specifications. The feasibility of moveable bollards should be explored on Pedestrian Streets, Plaza Streets and Alley Streets.

3. Street Art and Interpretive Elements

These items may not be included in a given project depending upon a variety of factors. When included in a project's scope, such will be indicated in the design specifications and may be subject to the approval of Wichita Design Council.

4. Regulatory and Parking Signage

The quantity and placement will be determined by commonly accepted engineering standards, such as those found in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Traffic Engineer.

5. Banners

Placement of event, seasonal and district banners will be on light poles, except where otherwise allowed by City Code. It should be noted that the City is not responsible for the periodic installation or changing of banners.

6. Vehicular Wayfinding Signage

Locations to be determined per approved City Wayfinding Policy. Proper placement may require engineering analysis. Refer to Appendix E.

7. Pedestrian Wayfinding Medallions

Locations limited to one per intersection corner installed in the sidewalk pavement material. Refer to Appendix E.

8. Pedestrian Wayfinding Signage

Locations to be determined per approved City Wayfinding Policy. Proper placement may require engineering analysis. Refer to Appendix E.

9. Wayfinding Map Kiosks

Locations limited to end-blocks and bulb-outs. Quantity limited to one per every two blocks. Refer to Appendix E.

The Contextual Input Implementation Matrix on the following page contains the standards for the quantity and placement of all other street amenities.

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Contextual Input Matrix

Street Amenities	Adjacent Land Use Type (Implementation Designation in Parentheses)					
	Office/ Institutional Land Use	Retail Land Use	Residential Land Use	Mixed Use Land Use	Entertainment Land Use	Arts Land Use
	(G)	(H)	(C)	(D)	(E)	(F)
Street Furnishings/Street Art						
Seating Options						
Type	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.	Benches, chairs, seatwalls, etc.
Preferred quantity	15 linear feet of seating per 100' of street frontage per side	20 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side	15 linear feet of seating per 100' of street frontage per side	30 linear feet of seating per 100' of street frontage per side	20 linear feet of seating per 100' of street frontage per side
Acceptable quantity	7.5 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side	5 linear feet of seating per 100' of street frontage per side	7.5 linear feet of seating per 100' of street frontage per side	15 linear feet of seating per 100' of street frontage per side	10 linear feet of seating per 100' of street frontage per side
Transit Amenities						
Type	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit
Minimum quantity	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit	Per Wichita Transit
Bicycle Parking						
Preferred quantity	4 spaces per 100' street frontage per side	4 spaces per 100' street frontage per side	2 spaces per 100' street frontage per side	4 spaces per 100' street frontage per side	5 spaces per 100' street frontage per side	5 spaces per 100' street frontage per side
Acceptable quantity	3 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side	1 spaces per 100' street frontage per side	2 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side	3 spaces per 100' street frontage per side
Preferred locations	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; preferred locations near retail entrances	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; distributed evenly between end- and mid-block locations	In amenity zones or bulb-outs; preferred locations near venue entrances	In amenity zones or bulb-outs; preferred locations near venue entrances
Bicycle/Transit Multiplier[1]	1.5	1.5	1.5	1.5	1.5	1.5

Street Amenities	Adjacent Land Use Type (Implementation Designation in Parentheses)					
	Office/ Institutional Land Use	Retail Land Use	Residential Land Use	Mixed Use Land Use	Entertainment Land Use	Arts Land Use
	(G)	(H)	(C)	(D)	(E)	(F)
Street Furnishings/Street Art						
Pedestrian Street Lighting						
Preferred illumination level	2 foot candle	4 foot candles	1 foot candle	3 foot candles	4 foot candles	2 foot candle
Acceptable illumination level	1 foot candle	2 foot candles	1/2 foot candle	1.5 foot candles	2 foot candles	1 foot candle
Newspaper vending						
Acceptable quantity/spacing	2 per street per intersection	1 per street per intersection	2 per street per intersection	2 per street per intersection	1 per street per intersection	1 per street per intersection
Trash Receptacles[2]						
Preferred quantity	1 per 100' of street frontage per side;	1 per 100' of street frontage per side;	.75 per 100' of street frontage per side;	1 per 100' of street frontage per side;	1.25 per 100' of street frontage per side;	.75 per 100' of street frontage per side;
Acceptable quantity	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly	1 per 100' of street frontage per side; distributed evenly	.5 per 100' of street frontage per side; distributed evenly
Preferred location	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations	Grouped with lighting or non-seating amenities; >10' from seating locations
Signage						
Minipylon[3]						
Maximum quantity	--	1 per retail business; limited to areas with street trees in amenity zone	--	1 per retail business; limited to areas with street trees in amenity zone	1 per retail business; limited to areas with street trees in amenity zone	1 per retail business; limited to areas with street trees in amenity zone
Preferred location	--	Amenity zone	--	Amenity zone	Amenity zone	Amenity zone

Footnotes

[1] Located on a Transit Balanced or Bicycle Balanced Street Type. Multiplier may be supplemented by multiplier.

[2] Optional; use will depend upon city operational capacity.

[3] May be permitted, subject to policy development recommended in Appendix A.

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VI. Experiential Inputs

A. District / Sub District

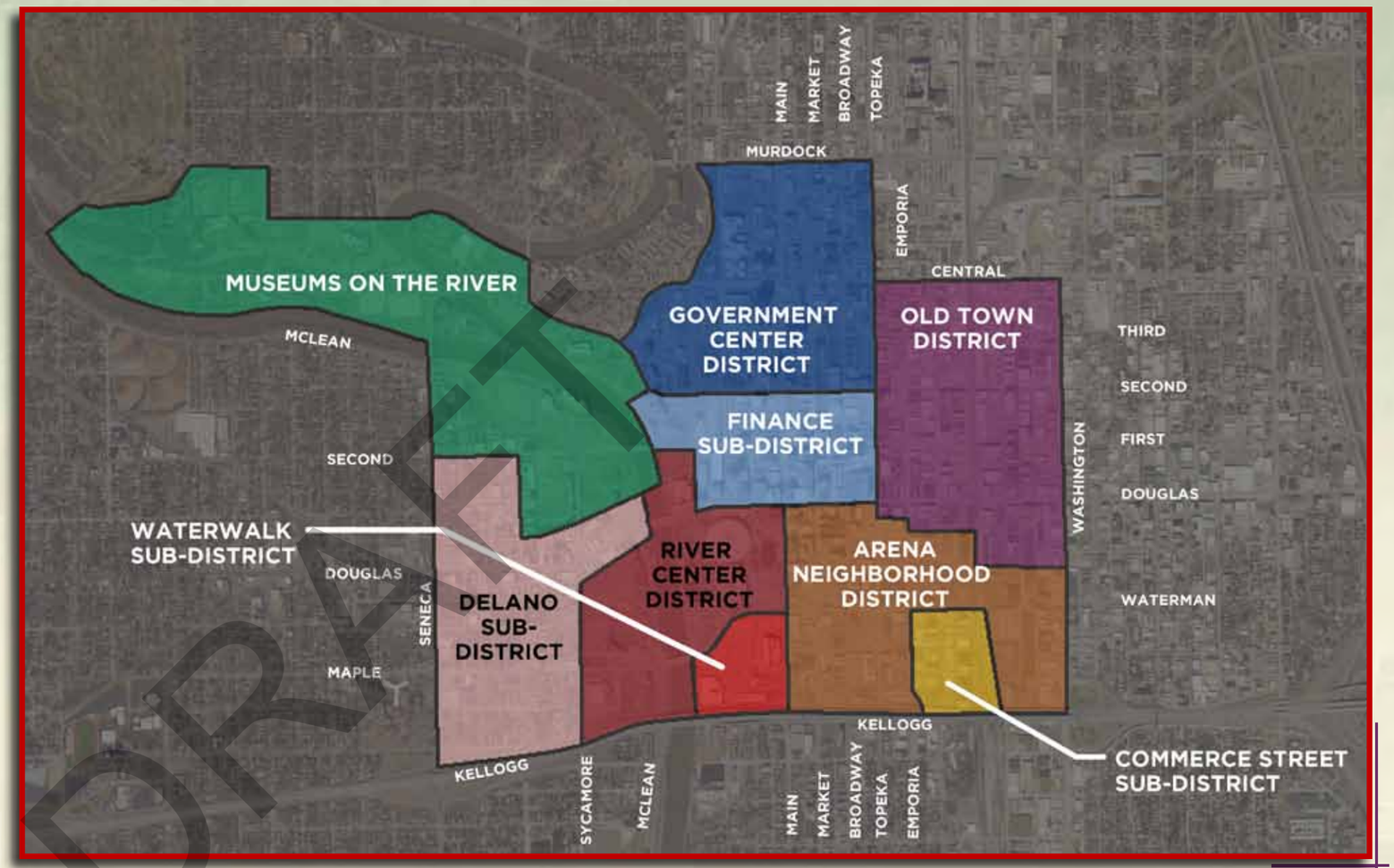
The experiential inputs for the implementation model are determined by the district or sub-district where the streetscape project is located. The basis of this determination is the Downtown Wayfinding District Map, with several sub-districts identified as deemed appropriate. The experiential inputs determine the aesthetics of the street amenities. There are three primary style groups identified that describe the aesthetics of the street furnishings. The nine districts and sub-districts are listed below and a map is included as the Streetscape Districts Map.

- Input Designation
- Government Center District – Input Designation "1"
- Financial Sub-district – Input Designation "2"
- River Center District – Input Designation "3"
- Delano Sub-district – Input Designation "4"
- WaterWalk Sub-district – Input Designation "5"
- Old Town District – Input Designation "6"
- Museums on the River District – Input Designation "7"
- Arena Neighborhood District – Input Designation "8"
- Commerce Street Sub-district – Input Designation "9"

B. Amenity Style Groups

Features characteristic of all style groups include heavy duty construction, dimensions and surfaces that inhibit or discourage skateboarding and sleeping on street furnishings, and the ability to touch up finishes in the field. Plastic and recycled plastics are not permitted as they are prone to vandalism. Wood will typically not be permitted except in high visibility/high use areas where precedent has been set, such as in Old Town. Materials that cannot be painted should be coated with an approved anti-graffiti material.

The three primary style groups are defined below and the districts/sub-districts included in each style group are identified.



Streetscape Districts Map

Not to Scale

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The aesthetics of many of the street amenities are determined by amenity style group. Such amenities are listed below with additional design specifics, where indicated.

- **Seating Options**
- **Transit Amenities**
- **Bicycle Parking**
- **Street/Pedestrian Lighting** – designed to accept banner installations
- **Newspaper Vending Units** – three-sided screening units, which allow only the front of vending apparatus to be seen from the sidewalk, such as those used along Douglas
- **Trash Receptacles** – may not be included for all projects; decision to be made upon operational capacity
- **Bollards and Barriers**
- **Street Art/Interpretive Elements** – per artist designs; may be subject to the approval of the Wichita Design Council
- **Lifestyle Pylons** – base/frame aesthetics only
- **Advertising Mini-pylons** – base/frame aesthetics only
- **Wayfinding Map Kiosks** – base/frame aesthetics only
- **Median Zone Hardscape** – The preferred hardscape surface in all districts/sub-districts is brick or concrete pavers. The acceptable alternative in all districts/sub-districts is stamped concrete.

1. Traditional Style Group

The Traditional Style Group is characterized by classic forms and ornate lines. Typical materials include cast and ductile iron. Stone may be permitted in some cases. The finish color is typically black, but the use of wayfinding district colors as accents, where adjacent proposed Land Use is Entertainment or Arts, is encouraged. They should be primed and painted. Powder Coating is discouraged because of the difficulty with field touch-up.

Districts/sub-districts included in the Traditional Style Group are:

- Delano sub-district
- Old Town District
- Arena Neighborhood District

2. Contemporary Style Group

The Contemporary Style Group is characterized by clean lines and simple forms. Typical materials include precast concrete, stone, stainless steel and painted steel. While the dominant finish/colors are brushed stainless or painted black, use of wayfinding district base color for embellishments is encouraged around principal public facilities.

Districts/sub-districts included in the Contemporary Style Group are:

- Government Center District
- Financial Sub-district
- River Center District
- WaterWalk Sub-district

3. Artistic Style Group

The Artistic Style Group is characterized by custom site furnishings designed by artists. These are expected to be more creative and expressive than amenities in the other two style groups. Some off-the-shelf artistic amenities may be permitted in lower budget, peripheral projects – however, this should be the exception and not the rule. Materials must be durable – Steel, Stainless Steel, Painted Steel, precast or cast-in-place concrete, or stone. They may also include freeze-proof ceramic tile and glass tile. The finish and colors are highly variable, but the playful use of wayfinding district colors is encouraged. Mock-ups should be required, which includes the creation of a proto-type sample for review of ergonomics.

Districts/sub-districts included in the Artistic Style Group are:

- Museums on the River District
- Commerce Street Sub-district

C. Wayfinding Signage

The design of wayfinding elements, such as district icons and colors, is dictated by the approved City Wayfinding Policy. This includes, but is not limited to:

- Vehicular Wayfinding Signage
- Pedestrian Wayfinding Medallions (for district identification)
- Pedestrian Wayfinding Signage (for destination identification)
- Wayfinding Map Kiosks

Refer to Appendix E for a discussion on wayfinding signage.

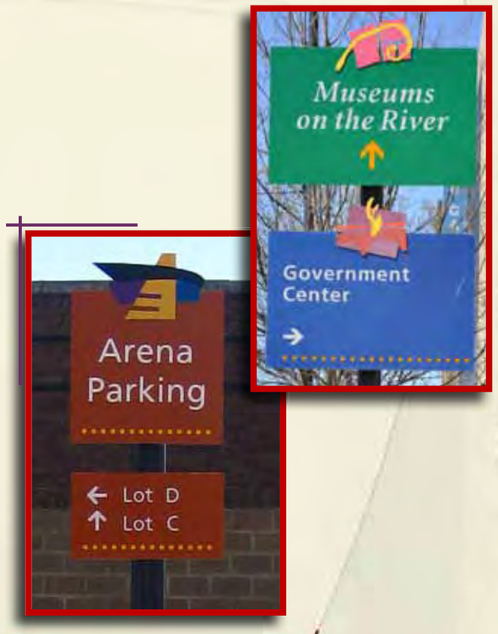
D. Selection of Amenities

The Experiential Input Implementation Matrix on the following page contains the aesthetic standards for the hardscape (paving) elements found within the streetscape.

The product selections on the following pages have been carefully considered to maintain a high level of product quality and design consistency. Substitutions should only be considered if the substituted products are considered to be of equivalent design and quality as approved by the City. The approval of product substitutions should consider factors including, but not limited to overall product quality, material similarity, finish similarity, product specifications and weight ratings (as applicable).

It should be noted that the selection of appropriate lighting fixtures may be subject to approval by Westar. The City will assist in the lighting selection process when such approval is necessary.

Within the Artistic Style Group, the preference is for streetscape amenities to be designed and/or constructed by artists. Local artists should be used for design when feasible. It is understood that a project's budget may not always allow for custom designed pieces. The project selections included in these guidelines represent acceptable examples for off the shelf amenities that may be used in lieu of custom designed items in such cases. In all cases, the City will make the final approval of all amenities to be used in a street project.



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Experiential Input Matrix

Street Amenities	District/Sub-district (Implementation Designation in parentheses)				
	Government Center District (1)	Financial Sub-district (2)	River Center District (3)	Delano Sub-district (4)	WaterWalk Sub-district (5)
Hardscape Surfaces [1]					
Sidewalks					
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick pavers	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns and brick-banded amenity zone	Plain concrete w/standard scoring patterns
Crosswalks					
Preferred Design Description	Brick pavers	Brick pavers	Brick pavers	Brick pavers	Brick pavers
Acceptable Design Description	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete	Integrally colored concrete

Footnotes

[1] Existing surface materials that exceed the recommended levels of design will be considered the minimum allowable design standard for that location.

[2] Where hardscape used in lieu of landscape

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Street Amenities	District/Sub-district (Implementation Designation in parentheses)			
	Old Town District (6)	Museums on the River District (7)	Arena Neighborhood District (8)	Commerce Street Sub-district (9)
Hardscape Surfaces [1]				
Sidewalks				
Preferred Design Description	Brick pavers	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain concrete w/standard scoring patterns and brick-banded amenity zone	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns	Plain concrete w/standard scoring patterns
Crosswalks				
Preferred Design Description	Brick pavers	Artistic designs in concrete or brick; must meet regulations	Brick pavers	Artistic designs in concrete or brick; must meet regulations
Acceptable Design Description	Integrally colored concrete	Brick pavers or integrally colored concrete	Integrally colored concrete	Painted designs on concrete; must meet regulations

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Street Amenities	District/Sub-district (Implementation Designation in parentheses)				
	Government Center District (1)	Financial Sub-district (2)	River Center District (3)	Delano Sub-district (4)	WaterWalk Sub-district (5)
Bulbouts[2]					
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick or Concrete Pavers	Brick or Concrete Pavers	Plain concrete w/artistic scoring patterns
Acceptable Design Description	Plain Concrete w/ Standard Scoring Patterns	Plain Concrete w/ Standard Scoring Patterns	Stamped Concrete	Stamped Concrete	Plain Concrete w/ Standard Scoring Patterns

Street Amenities	District/Sub-district (Implementation Designation in parentheses)			
	Old Town District (6)	River District (7)	Arena Neighborhood District (8)	Commerce Street Sub-District (9)
Bulbouts[2]				
Preferred Design Description	Plain concrete w/artistic scoring patterns	Plain concrete w/artistic scoring patterns	Brick or Concrete Pavers	Brick or Concrete Pavers
Acceptable Design Description	Plain Concrete w/ Standard Scoring Patterns	Plain Concrete w/ Standard Scoring Patterns	Stamped Concrete	Stamped Concrete

Footnotes

[1] Existing surface materials that exceed the recommended levels of design will be considered the minimum allowable design standard for that location.

[2] Where hardscape used in lieu of landscape

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Traditional Style Group

Benches

Manufacturer	Du Mor	Victor Stanley
Photos		
Series	Steel Bench with Backrest	classic
Model	Steel Bench 19	CR-10, CR-5, CR-7
Color*	Black	Black

Other Seating Options

Manufacturer	Built On-Site Concrete and/or Masonry Seat Walls and Platforms
Photos	
Notes	• seat walls, planters, etc. • Integrate anti-skateboard measures • Traditional materials (brick, stone, wrought iron, etc.) • may include ornate ornate concrete, tilework, and color via material, acid staining, etc.

*Refer to Appendix F

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Traditional style group

Bike Racks and Tree Grates

Amenity	News Stand Enclosures		Tree Grates
Manufacturer	Madrax	Victor Stanley	Neenah Foundry
Photos			
Series	Classic	Cycle Sentry	Metropolitan
Model	Bike Bollard	BRWS-101, BRNS-201, BRNS-301	R-8707, R-8815-1
Color*	Black	Black	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting
Photos			
Color	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to be reviewed periodically with maintenance staff for possible improvements		• "Historic Delano Fixture" by Sun Valley Lighting

*Refer to Appendix F

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Traditional Style Group

Trash and Ash Receptacles

Manufacturer	DuMor		Victor Stanley	
Photos				
Series	Steel	Steel	Production	Steelsites RB
Model			RTC-40	RB-36
Color*	Black	Black	Black	Black

Bollards and Barriers

Manufacturer	Trystan		Sternberg Lighting		Wassau Tile	
Photos						
Series	Steel Bollards	Steel Bollards	Lighted Bollards	Lighted Bollards	Concrete Bollards	
Model	Park Avenue	Windsor	Birmingham-7701 LB	Lincoln-2501 LBS	SL6000	TF8055 Barrier
Color*	Black	Black	Black	Black	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered					

*Refer to Appendix F

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Contemporary Style Group

Benches

Manufacturer	Landscape Forms			Victor Stanley		
Photos						
Series	Parc Vue	Austin	Metro 40	Streetsites	Streetsites	Ironsites
Model				FS-50	FST-40	SR-13
Color*	All Metal Finish	All Metal Finish	All Metal Finish	Black	Black	Black

Other Seating Options

Manufacturer	Landscape Forms	Wassau Tile	Built On-Site Concrete
Photos			
Series	Metro 40	Wassau Select Series	• Seat walls, planters, etc. • Integrate metals, stone, concrete, glass, and color via material, acid, staining, etc.
Model	Various	Various	
Color*	All Metal Finish	Varies	

*Refer to Appendix F

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Contemporary Style Group

Bike Racks and Tree Grates

Amenity	Bike Racks			Tree Grates
Manufacturer	Madrax	Landscape Forms		Neenah Foundry
Photos				
Series	Orion	Ring	Bola	Metropolitan
Model	Orion Square			R-8707, R-8815-1
Color*	Stainless	Black	Black	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting
Photos			
Color	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to be reviewed periodically with maintenance staff for possible improvements • Top and Grill design to be modified to match other amenities in contemproary style group.		• Credenza Series by Cooper Lighting

*Refer to Appendix F

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Contemporary Style Group

Trash and Ash Receptacles

Manufacturer	Landscape Forms		Victor Stanley
Photos			
Series	Austin	Napoleon	Production
Model			RTC-40
Color*	All Metal Finish	Black	Black

Bollards and Barriers

Manufacturer	Landscape Forms			Wassau Tile		
Photos						
Series	Metro 40	Sentinel	Sentinel	Concrete	Concrete	Concrete
Model				SL605	TF6089	TF6091
Color*	All Metals	All Metals	All Metals	Various	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered					

*Refer to Appendix F

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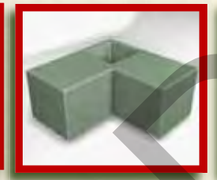
Artistic Style Group

Benches

Manufacturer	Landscape Forms			Victor Stanley	
Photos					
Series	Metro 35	Metro 35	Metro 35	Framers Modern	Framers Modern
Model	Armed	Armless	Backless	FMS-324	FMS-314
Color*	All Metal Finish	All Metal Finish	All Metal Finish	Black	Black

Other Seating Options

Manufacturer	Wassau Tile	Built On-Site Concrete
Photos		
Series	Wassau Select Series	• Seat walls, planters, etc. should integrate anti-skateboard measures. • Integrate metals, stone, concrete, glass, and color via material, acid, staining, etc. • Artist-designed is another option
Model	Various	
Color*	Varies	

*Refer to Appendix F

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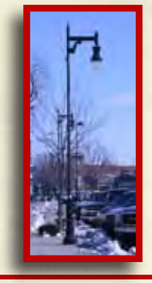
Artistic Style Group

Bike Racks and Tree Grates

Amenity	Bike Rack		Tree Grate
Manufacturer	Madrax		Neenah Foundry
Photos			
Series	Highwheeler	Cyc Bicrac	Metropolitan
Model	HWL-2-SF-G	CYB-4-SF-G	R-8707, R-8815-1
Color*	Stainless	Stainless	Black

Site Enclosures And Lighting

Amenity	News Stand Enclosures	Utility Box Screens	Street Lighting	
Photos				
Manufacturer / Series			"Historic Delano Fixture" by Sun Valley Lighting	Credenza Series by Cooper Lighting
Color	Black	Black	Black	Black
Notes	• Spatial dimensions to match existing enclosures • Design to Be reviewed periodically with maintenance staff for possible improvements • Top and grill design to be modified to refelct design influences of other site selected project site amenities		• Designer should pick best fit between these two fixtures subject to city approval. • Choice of fixture to be based on architectural character of the project site.	

*Refer to Appendix F

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Artistic Style Group

Trash and Ash Receptacles

Manufacturer	Landscape Forms		Victor Stanley		DuMor	
Photos						
Series	35	Presidio	Concourse	Protone		
Model					Receptacle 117	Receptacle 133
Color*	All Metal Finish	Black	Black	Black	Black	Black

Bollards and Barriers

Manufacturer	DuMor	Wassau Tile		
Photos				
Series	Decorative bollards	Concrete	Concrete	Concrete
Model	450	SL605	TF6089	TF6091
Color*	All Metals	Various	Various	Various
Other Barriers	• Pylon gates, swing gates, movable planters and seatwalls to be considered • Chain attachments for temporary closure of plaza streets for events to be considered			

* Refer to Appendix F

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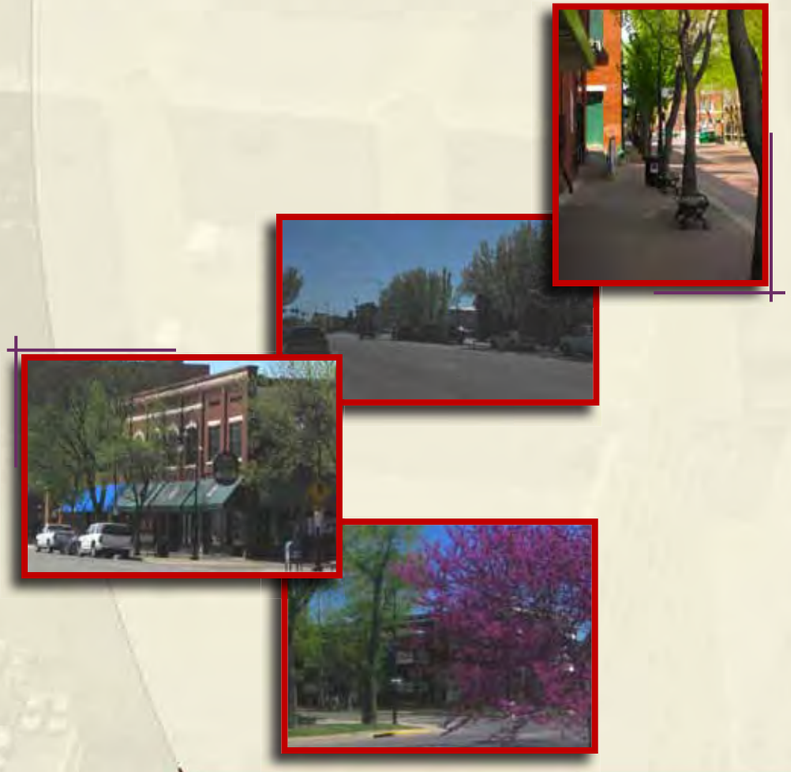
VII. Landscape Elements

There are two primary approaches to urban landscaping as described below.

1. **The urban landscape as a contrived and formalized representation of nature.**
   It is often characterized by limited areas of "controlled green." For both ease of maintenance and visual continuity it often results in turf strips and monoculture plantings of trees (and sometimes shrubs). It tends to be formal in appearance and is often viewed as the "traditional" approach to streetscape.

2. **The urban landscape as a miniaturized representation of natural biodiversity.**
   While much healthier from a horticultural standpoint, this approach is typically more maintenance intensive and can be an impediment to creating continuity, rhythm and sequence of spaces.

Both of these approaches have valid pros and cons. Urban landscape designs should appropriately balance the two approaches. Factors affecting the suitability of any given location for planting methods and species include the following:



A. Horticultural Considerations

1. Aspect and exposure, or the dominant direction (i.e., site is most affected by northern winds or southern summer winds, etc.) and amount of direct sunlight received.
2. Available root zone space for in-grade planting.
3. Soil type and drainage.
4. Available space for plant spread (especially for trees).
5. Water demand (groupings of plantings with same hydrozone requirements; and how the above items impact the irrigation requirements for the same hydrozone in different exposures).

B. Design Aesthetic Considerations

1. Precedent

a. Medians in gateway streets (gateway streets are those primary entry routes into downtown) have been planted with a highly variable collection tree species, most akin to the "naturalized" approach, with a brick banding at the back-of-curb and turf grass for ease of maintenance and minimization of road salts impact.
b. Another gateway street is planted with Chinese Pistache and a similar turf planting.

2. Primary purpose of the landscape

a. Provide accent color
b. Serve as wayfinding tool
c. Provide shade
d. Break up the "hardness" of the built environment
e. Encourage gatherings
f. Discourage gatherings
g. Create rhythm and sequence

3. Thematic influences

The plant selection should support the preferred visual character of the district/streetscape. Planting accessories should be consistent with the Amenity Style Group. The combined width of the amenity zone and the pedestrian zone will be the primary determinant of form and species for in-grade and containerized options.

C. Street Trees

1. Pedestrian/Amenity Zones No More than Eight Feet in Width

a. **In-grade plantings:** Narrow pyramidal or columnar forms.
b. **Container:** Narrow upright evergreen, narrow columnar, vines on artifical structures (consistent with Amenity Style Group)

2. Pedestrian / Amenity Zones Greater than Eight Feet in Width

a. **In-grade plantings:** Pyramidal, upright oval or columnar forms.
b. **Columnar:** Small to medium ornamental, narrow columnar, large floweing vines on artifical structures (consistent with Amenity Style Group).

3. Tree Grates

The use of grated tree wells is generally discouraged. However, they may be necessary where a narrow pedestrian zone requires their use for ADA compliance. Where used, tree grates should meet the following criteria:

a. Grates must be ADA rated.
b. Grates should be from a manufacturer with a distribution point within 200 miles of Wichita.
c. Grate support system should be designed and installed with the expectation of vehicular loading.

4. Tree Wells

a. 12" Reinforced cast in place concrete from 48" depth to finish grade (no cold joints for tree roots to penetrate).
b. Finish grade of top interior edge should be 1/4" higher (1/2" if outside ADA path of travel) than exterior edge to limit sidewalk salts draining into tree well.

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5. Installation and Maintenance

a. Install trees with root ball crown not more than 2" below top of grate (unless otherwise specified by landscape architect and approved by the City).
b. Place filter fabric over finish soil surface below grate and fill to top of grate with decomposed granite.
c. All trees need to be able to be pruned up to 7' clear height at the pedestrian throughway and to 10' at vehicular through way or face of parking stall, whichever is closer and more appropriate.

6. Trees in Medians

a. Medians less than 5' in width: no trees should be allowed.
b. Medians greater than 5' but less than 12' in width: upright oval, pyramidal, or small to medium ornamental.
c. Medians greater than 12' in width: broad rounded crown, large vase, multi-trunk groupings.

D. Turf

There should be no turf within streetscape areas except for the following conditions:

1. Medians of gateway streets that are at least 10' in width or;
2. Medians of residential pedestrian streets greater than 10' in width.

E. Planting Beds, In-Grade

Planting beds in grade should be limited to bulb-out locations at intersections, mid block crossings, and transit stops.

1. Pedestrian side

Bed should be protected with a 4" high curb.

2. Vehicular side (including parking sides)

Bed should be protected with an 18" wide paved shy zone/salt zone and 4" high curb.
The median salt zone should be 30" wide. Plantings beds should be crowned, 6" minimum with 2% side slope minimum, unless being used for bio-filtration of storm water runoff.

F. Raised Planters

1. **Planting areas less than 12 square feet:** annual color.
2. **Planting areas greater than 12 square feet but less than 30 square feet:** single groundcover, with small trees and/or shrub accents.
3. **Planting areas more than 30 square feet:** mixed plantings of groundcovers, perennials, and shrubs, with medium-large trees as applicable.

G. Hanging Planters

Projects should ensure that light standards are able to be equipped with arms to support hanging baskets. Just as in the case with banners, the City is not responsible for the hanging baskets and their plantings, watering or maintenance.

H. Irrigation

Provide two 2" sleeves continuous under the pavement between beds, drip boxes (for containerized materials) and tree wells. Locate 4' from back-of-curb, unless site obstructions and/or existing infrastructure dictate otherwise. Burial depth should be 18" to 24".

Valve boxes in paved areas should have pan type lids to receive the same treatment as adjoining pavement, unless they are otherwise integrated into wayfinding and/or interpretative elements. Valve boxes should be a minimum of 19" x 32" (inside dimensions of 15" x 28") and preferably lockable. Locking mechanism is to be approved by the City.

Freeze proof ground hydrants for hand watering of movable pots and containers should be Wade Model 8602, Woodford Model Y95, or equivalent as approved by the City.

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NARROW PYRAMIDAL (<6' SPREAD)

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Berry Magic Holly[1]	*Ilex x meserveae* 'Berry Magic' Royalty					X	X				X	X				X		X	X	
Blue Point Juniper[2]	*Juniperus chinensis* 'Blue Point'				X	X		X			X	X		X	X	X		X	X	

NARROW COLUMNAR (<6' SPREAD)

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Heavenly Bamboo[3]	*Nandina domestica*				X	X	X				X	X		X	X		X	X		

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PRYAMIDAL

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Black Alder[4]	*Alnus glutinosa* 'Pyramidalis'			X	X		X	X				X	X	X		X				
Nellie R Stevens Holly[5]	*Ilex* x Nellie R. Stevens			X		X	X				X	X	X	X	X	X	X	X	X	X
Manhattan Blue Juniper[6]	*Juniperus virginiana* 'Manhattan Blue'			X	X			X			X		X				X			X
Southern Magnolia[7]	*Magnolia grandiflora* 'Edith Bogue'			X	X		X				X	X	X		X		X	X	X	X
Colorado Blue Spruce[8]	*Picea pungens* 'Montgomery'			X	X		X	X		X	X		X	X	X		X	X		

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Pryamidal

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Lacebark Pine[9]	Pirus bungeana			X	X			X				X	X			X				
Aristocrat Pear[10]	*Pyrus calleryana* 'Aristocrat'				X		X	X		X	X	X	X	X	X					X

Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Upright Sugar Maple[12]	*Acer saccharum* 'Temple's Upright'			X	X			X				X	X			X				
				X	X		X	X							X		X	X		

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Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians > 5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Roughleaf Dogwood[13] (Train as tree)	*Cornus asperifolia var. drummondii*			X		X		X				X	X				X			
Hillspire Juniper[14]	*Juniperus virginiana 'Cupressifolia'*			X	X			X		X		X	X	X		X				X
Iseli Columnar Blue Spruce[15]	*Picea pungens 'Iseli Fastigiata'*			X	X		X				X	X				X		X	X	
Columnar Austrian Pine[16]	*Pinus nigra 'Arnold Sentinel'*			X	X			X	X		X	X	X	X	X	X	X	X	X	
Chanticleer Pear[17]	*Pyrus calleryana 'Chanticleer'*			X	X			X		X	X	X	X	X	X			X		X

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Columnar / Upright Oval

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Columna Durmast Oak[18]	Quercus petraea 'Columna'			X	X		X		X	X		X	X	X	X		X	X		

Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Amur Maple[19]	Acer ginnala			X		X	X			X	X	X	X	X	X	X				
Japanese Maple Cultivars[20]	*Acer japonicum* (cultv).			X		X	X					X			X		X		X	

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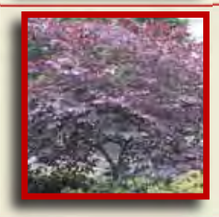
Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Siberian Pea Shrub[21] (Trained as tree)	Caragana arborescens			X		X		X			X	X				X	X			
Eastern Redbud[22]	*Cercis canadensis*			X	X		X			X	X		X	X			X	X		X
White Flowering Redbud[23]	*Cercis canadensis* 'Alba'			X	X		X		X			X			X	X				
Forest Pansy Redbud[24]	*Cercis canadensis* 'Forest Pansy'			X		X	X						X			X		X		
Purple Smoke Tree[25]	*Cotinus coggygria* 'Purpurea'		X	X		X	X	X			X	X	X					X	X	

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Small / Medium Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Border Forsythia[26] (train as m.t. tree)	Forsythia x *intermedia*			X		X		X			X	X			X		X	X		
Smooth Sumac[27] (train as tree)	*Rhus glabra*			X		X		X	X	X		X	X		X			X	X	
Common Lilac[28] (train as tree)	*Syringa vulgaris*			X		X		X			X	X					X	X		
Wayfaringtree Viburnum[29]	*Viburnum lantana*			X		X	X					X			X		X			

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Large Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Hedge Maple[30]	Acer campestre			X	X		X	X		X	X		X	X	X		X	X		
Ginkgo[31] (male only)	*Ginkgo biloba*			X	X			X	X	X	X	X	X				X			X
Kentucky Coffeetree[32]	Gymnocladus dioica			X	X					X				X			X			
Golden Raintree[33]	*Koelreuteria paniculata*			X	X			X		X	X	X	X	X	X	X	X	X	X	
Osage Orange[34] (fruitless cv only)	*Maclura pomifera*			X	X		X	X		X				X			X	X		X

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Large Rounded

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Mulberry[35] (fruitless cv only)	Morus alba			X	X		X	X		X		X	X	X		X	X	X		
Bur Oak[36]	*Quercus macrocarpa*			X	X			X		X				X				X		X
Water Oak[37]	*Quercus nigra*			X	X		X	X				X	X				X			X
Shumard Oak[38]	*Quercus shumardii*			X	X		X	X		X	X		X		X	X		X	X	

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Large Vase

Common Name	Scientific Name	Image	Pedestrian-Amenity Zone ≤ 8'	Pedestrian-Amenity Zone > 8'	In Grade Installation	Container Installation	East-West Street	North-South Street	Medians >5' but < 12'	Medians > 12'	Government Center	Financial Subdistrict	River Center	Delano Subdistrict	Waterwalk Subdistrict	Old Town	Museums on the River	Arena Neighborhood	Commerce Street Subdistrict	Gateway Streets
Shantung Maple[39]	Acer truncatum			X	X		X				X					X		X		
Hackberry[40]	Celtis spp			X	X			X	X	X			X		X		X			
Shademaster Thornless Honeylocust[41]	Gleditsia triacanthos var. inermis 'Shademaster'			X	X			X	X	X	X	X			X	X	X	X	X	X
Chinese Pistache[42]	Pistacia chinensis			X	X			X	X	X			X		X		X			X
Lacebark Elm[43]	Ulmus parvifolia			X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X

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Photo References:

	Source	URL
1	Monrovia Horticultural Craftsmen	www.monrovia.com
2	Monrovia Horticultural Craftsmen	www.monrovia.com
3	Monrovia Horticultural Craftsmen	www.monrovia.com
4	Wikipedia	http://en.wikipedia.org/wiki
5	Monrovia Horticultural Craftsmen	www.monrovia.com
6	Richmond University	www.richmond.edu
7	Magnolia Grandiflora	www.magnoliagrandflora.com
8	Lone Elder Nursery	www.loneelder.com
9	North Carolina State University Cooperative Extension	www.ces.ncsu.edu
10	Jenkins Country Gardens, Inc.	www.jenkinscountrygardens.com
11	North Carolina State University Cooperative Extension	www.ces.ncsu.edu
12	University of Illinois Plants Database	http://woodyplants.nres.uiuc.edu
13	Missouri State University Biology Department	http://biology.missouristate.edu
14	Tree Encyclopedia	www.cirrusimage.com/trees.htm
15	Holly Ridge Nursery	http://cat.hollyridgeonline.com
16	Madison Gas and Electric	www.mge.com
17	University of Illinois Plants Database	http://woodyplants.nres.uiuc.edu
18	North Carolina State University	www.ces.ncsu.edu
19	Cannon Nurseries	www.connon.ca
20	City of Santa Rosa, Ca.	http://ci.santa-rosa.ca.us
21	Wikipedia	http://en.wikipedia.org/wiki
22	Halka Nurseries	www.halkanursery.com
23	Halka Nurseries	www.halkanursery.com
24	Just Trees, PLI Co.	www.justtrees.biz
25	Google, Inc.	http://ggpht.com
26	Amazon Web Services	http://aws.amazon.com
27	Dutch Tree Guide	www.bomengids.nl
28	English Country Garden	www.english-country-garden.com
29	Wild Chicken Nature and Technology	www.wildchicken.com
30	Town of Huntersville, NC	www.huntersville.org
31	Miller Nursery	www.millernursery.com
32	Vanderbilt University	www.vanderbilt.edu
33	Wild Chicken Nature and Technology	www.wildchicken.com
34	Western New Mexico University	www.wnmu.edu
35	University of Illinois Extension	http://web.extension.illinois.edu/state/index.html
36	Nebraska Forest Service	www.nfs.unl.edu
37	Duke University	www.duke.edu
38	Kansas Forest Service	www.kansasforests.org
39	Cannon Nurseries	www.connon.ca
40	University of Texas	www.texasbeyondhistory.net
41	Enviro-Explorers Kids Club	www.enviro-explorers.com
42	Stanford University Grounds Services	http://trees.stanford.edu
43	Tree Land Nursery	www.tree-land.com

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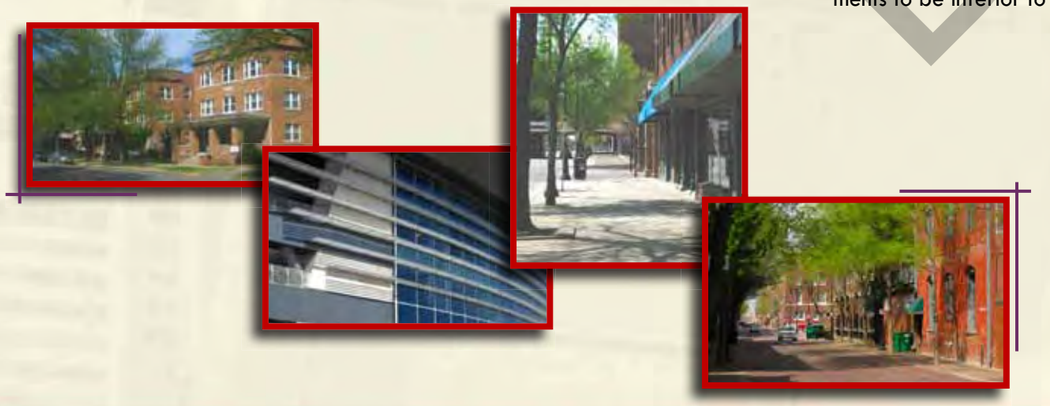
Appendix A: Policy Recommendations

Policy Recommendation #1
Establish an internal review process for implementation of the Streetscape Design Guidelines

The City should establish a "Downtown Streetscape Design Review Committee" along with a process whereby downtown street designs are developed and reviewed by the committee. City staff on the review committee would likely include the following:

- **City Manager's Office**
  - Urban Development
  - Arts and Cultural Services
- **Metropolitan Area Planning Department**
  - Advanced Plans
  - Historic Preservation
- **Public Works Department**
  - Engineering
  - Maintenance
  - Building Services
- **Park and Recreation Department**
  - Forestry and Maintenance
- **Wichita Transit**
- **Others as deemed necessary**



There should be at least three types of review undertaken by the review committee:

Project Development Review – As potential projects are identified the committee should assist in drafting the RFP/RFQ for design services to ensure that firms have appropriate information regarding the project's design specifications. At a minimum, the following determinations would need to be made:

- Functional Input based upon street type;
- Contextual Input based upon adjacent land uses;
- Experiential input based upon the district where the project is located; and
- The street's lane configuration and one-way/two-way status

Project Design Review – The committee should review the designs of street projects to ensure they are consistent with the Streetscape Design Guidelines. The committee should also identify any impediments to consistency so that feasible design alternatives can be developed.

Review of Streetscape Additions – Sometimes, projects are proposed that add amenities, art, interpretive elements, signage, etc. to an existing streetscape. Such projects should be reviewed by the committee to ensure consistency with the Streetscape Design Guidelines.

There may some circumstances where the existing quality of streetscape design exceeds that recommended in the Streetscape Design Guidelines. Such circumstances should be considered in the review process and a determination made by the review committee regarding the level of design appropriate for the project location. In most cases, it would be undesirable for the level of design and/or quality of materials for proposed improvements to be inferior to pre-project conditions.

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Policy Recommendation #2
Develop priority enhancement areas for public infrastructure in downtown

The City should identify and prioritize areas where public street infrastructure is needed or desired in downtown. This may include areas with outdated, inefficient, or functionally obsolete street infrastructure. Or, this may be areas that are targeted for aesthetic improvements such as downtown gateways, district gateways or transportation corridors.

Once identified, these areas could be developed as model projects or pilot projects, which are built to demonstrate specific aspects or design designations within the Streetscape Design Guidelines. One example of a model project would be for the City to identify a project for early implementation that meets a certain design designation. That project would then be built to the preferred level of standard for that design designation. This would then be a "model block" to demonstrate the Streetscape Design Guidelines in the built environment. As a pilot project example, the City might designate an intersection to be retrofitted with bulb-outs that contain rain gardens. This would provide an opportunity to evaluate the design possibilities and potential benefits/negatives of rain gardens in such locations within downtown.

Policy Recommendation #3
Revise applicable codes, ordinances and policies to better facilitate street level activities

The City should examine existing municipal codes and policies for potential revisions that would enhance the downtown environment. In particular, regulations exist that govern street level activities/uses such as street vending, street performances and sidewalk cafés. Such activities should be encouraged and facilitated, while maintaining reasonable standards to protect the public health and welfare.

For example, there are licensing requirements for street vendors that impact when, where and how they can operate. It is recognized that many vibrant downtowns allow abundant opportunities for such vendors to sell a variety of items. Those cities normally provide for licensing requirements that balance providing opportunity with protecting the public. While a formal review of City codes and policies was not completed, the Project Steering Committee has indicated that a review would likely reveal opportunities for improvement.

Also, during public involvement for the Streetscape Design Guidelines, input was received from downtown restaurant owners regarding the prescriptive nature of the existing City code governing sidewalk cafés. Currently, the code does not allow restaurants to incorporate individual branding and design identity. Their preference would be to better establish their identities in their sidewalk areas to distinguish themselves from other restaurants.

Policy Recommendation #4
Develop guidelines specifically for the design of on-street bicycle facilities and cycle tracks

The City should review state-of-the-practice principles for the deployment and design of shared travel lanes, on-street bicycle lanes and cycle tracks. While these Streetscape Design Guidelines contain some basic design specifics for bicycle facilities, a complete set of engineering design guidelines was beyond the scope of the project. There are many intricacies of bicycle design that should be determined and specified as design preference by the City. For example, there are several different intersection treatments used for cycle tracks that include "bike boxes" and jug-handle intersections. Determinations regarding the appropriateness of design treatment can only be made after a careful examination by a traffic engineer. Appendix C includes a discussion regarding on-street bicycle facilities.

Policy Recommendation #5
Develop a City policy to address advertising signage in the street right-of-way to incorporate the Lifestyle Pylons, Mini-pylons and Wayfinding Map Kiosks suggested in the Streetscape Design Guidelines

There is no existing City policy that governs the placement of permanent advertising signage installed within street rights-of-way. There are three new signage elements being suggested by these guidelines that could include advertising to some degree.

- Lifestyle Pylons
- Mini-pylons
- Wayfinding Map Kiosks

The City should develop and implement a policy that accounts for these new sign types prior to their being constructed. Any such policy should be carefully crafted to ensure that implementation is fair and equitable to any potential advertisers. It is also desirable that incorporation of mini-pylons be done at least one block at a time to maintain design consistency, rather than on a business-by-business basis.

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Appendix B: Downtown Walking trails

Kansas Sports Trail

People Of Kansas Trail

Kansas Poets Trail

Kansas Sports Trail Signage

People of Kansas Trail Signage

Kansas Poets Trail Signage

Appendix C: On-street Bicycle Facilities

One way to improve mobility within downtown is to provide safe alternatives for those who wish to ride bicycles. In recent years, Wichita has seen an increase in bicycle commuters. This trend will only increase as the downtown street network becomes more hospitable for bicyclists.

Creating a hospitable environment for bicyclists is a challenge, given the auto oriented nature of our downtown transportation system. These guidelines suggest three potential strategies that could be deployed to improve bicycle safety in downtown:

- Shared Travel Lanes
- On-street Bicycle Lanes
- Cycle Tracks

It is important to note that this document is not a design manual specifically for bicycle facilities. Rather, it contains some broad design guidance that can be implemented to varying degrees within downtown. Deployment of any one of these strategies can only be accomplished through comprehensive engineering analysis. In the long run, as more opportunities for the development of dedicated bicycle facilities arise, it may be prudent for the City to develop a bicycle design manual.

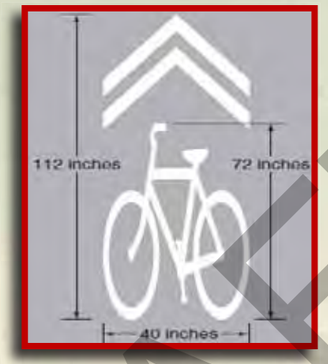
The following is a discussion of each potential bicycle facility type and some important items for consideration.

Shared Travel Lanes

One opportunity for bicycle enhancement is shared travel lanes. These facilities are most effective when deployed on narrow streets where travel speeds and traffic volumes are relatively modest, but there is a demand for bicycle connectivity. The proper pavement marking for such lanes is the "sharrow."

The main intent of the sharrow is to mark where bicyclists should ride to avoid the door zone of parked cars. Secondarily, it indicates a preferred bicycle route and notifies motorists to share the road. If deployed within downtown, the purpose would be to provide fine-grained connections within the network and would supplement dedicated on-street facilities located on Bicycle Balanced Streets.

The sharrow is a relatively new marking that was recently approved for use in the United States in the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition. Guidance for sharrow deployment is found on page 810 of the MUTCD 2009 Edition. Illustrations of shared travel lanes and the sharrow are included to the right.



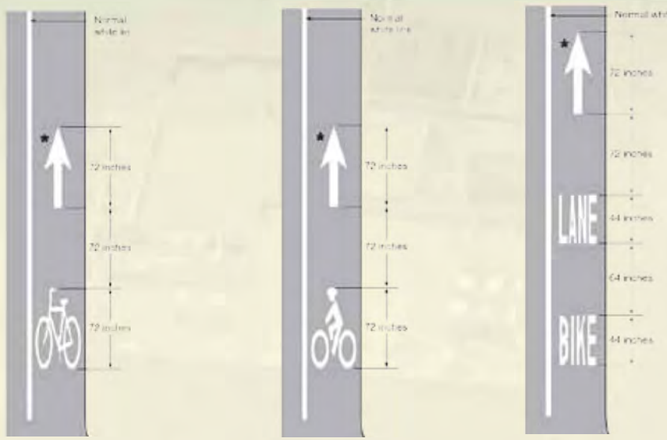
Shared Lane Marking (Not to Scale)
Source: MUTCD (2009 Edition). Page 815

Examples of Sharrows
Source: www.livablestreets.com

On-street Bicycle Lanes

An on-street bicycle lane is a portion of the roadway that has been appropriately designated with approved pavement markings for the exclusive use of bicyclists. Where sufficient demand exists, bicycle lanes should be considered for integration into a connected bikeway system. Integrating bicycle lanes into intersection traffic patterns can be challenging. However, the MUTCD and the American Association of State Highway and Transportation Officials (AASHTO) provide sufficient design guidance. Striped bike lanes can be effective as a safety treatment to enhance bicycle commuting.

Illustrations of on-street bicycle lanes and proper pavement markings are included below.



A-Bike Symbol B-Helmeted Bicyclist Symbol C-Word Legends

On-Street Bicycle Markings (Not to Scale)
Source: MUTCD (2009 Edition). Page 809

On-Street Bicycle Lane
Source: City of Richmond, CA

DRAFT

Cycle Track

Cycle tracks are dedicated bicycle facilities located within the right-of-way, that are physically separated from the vehicle travel lanes, parking zones and sidewalks. They are typically segregated from travel lanes with either curbs or bollards, which makes them safer than most other types of bicycle facilities. Cycle tracks have not been widely used in the United States and they have not been recognized yet by AASHTO. However, they have been used for many years in Europe and Canada. In recent years, they have gained popularity in the U.S., having been deployed in several cities including New York City and Portland, Oregon. Photographs of several cycle track installations have been included:

Cycle Track
Source: City of Cambridge, MA

Cycle Track
Source: New York City DOT

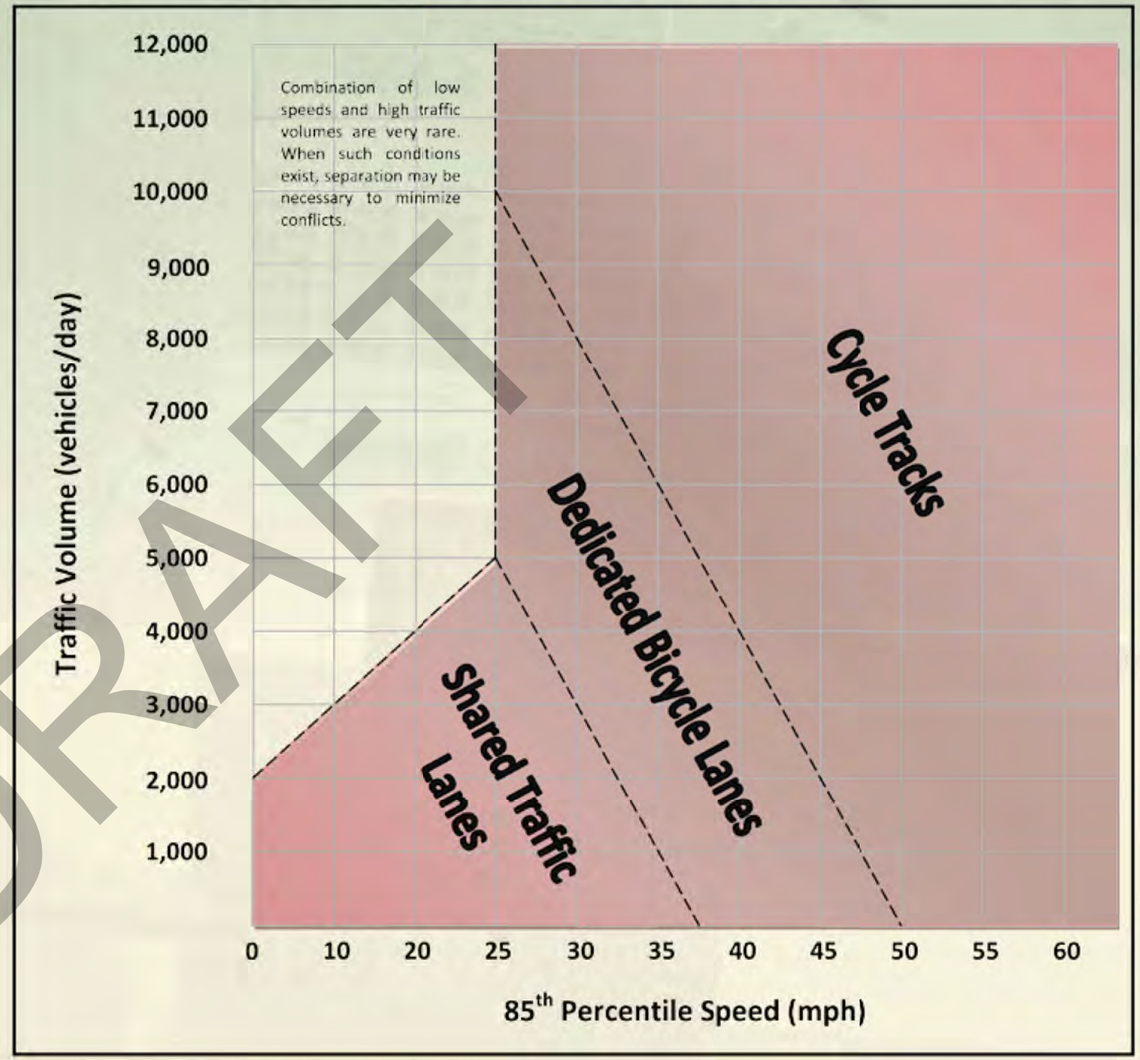
Intersection Treatments for On-street Bicycle Facilities

Established intersection treatments for on-street bicycle lanes have been developed and included in MUTCD and AASHTO. Therefore, guidance from those manuals should be strictly followed in facility design.

Cycle tracks are another story. Since they are located outside of the parking zone, intersections can be difficult to design. Furthermore, the United States has little experience with cycle tracks and they are not included in the current editions of MUTCD and AASHTO. If cycle tracks are developed in downtown, there is guidance available from other countries for several different treatment design possibilities. Such design guidance should be carefully studied before the determination is made as to which is appropriate for downtown Wichita.

Determining the Facility Type

The following graphic is suggests how to determine the proper bicycle facility type appropriate for development in downtown Wichita. The selection should generally be based upon traffic volume and travelling speed, subject to City approval and engineering design guidance.



Adapted from NSW Bicycle Guidelines, RTA, 2003

On-Street Bicycle Markings (Not to Scale)
Source: MUTCD (2009 Edition). Page 809

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Appendix D: On-street Parking Configurations for downtown

Types of Parking

The following four types of on-street parking have been identified for use within downtown:

- Shared Travel Lanes
- Parallel Parking
- Perpendicular Parking (90° angled)
- 45° Angled Parking (Pull-in)
- 45° Angled Parking (Back-in)

Graphic depictions of each configuration and key dimensions are included in this section. The preferred and acceptable alternatives are included in the Functional Input Matrix.

Back-in angled parking does not currently exist within downtown. However, the City could implement a pilot project to determine the feasibility of broader deployment of this parking type.

Metering Options

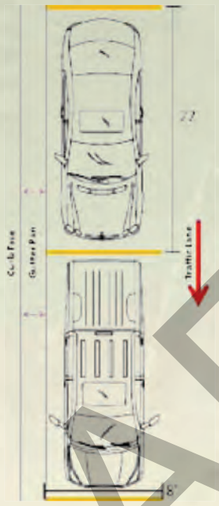
There are many areas in downtown where on-street parking is currently free. Where parking meters exist, they are almost entirely single-space meters that accept coins as payment. As the City's parking program evolves, the installation of multi-space meters could be considered. A transition to multi-space meters would remove a significant number of meter poles, thereby saving space in the amenity zone for other uses.

Another consideration, whether multi- or single-space meters are used, is newer technology that accommodates credit and debit card payments. This type of alternate payment metering system should be encouraged as meters are replaced. Such a move often increases revenue and improves customer convenience while removing clutter from the streetscape.

Projects that include new parking meters will incorporate the appropriate meter type in the project design specifications.

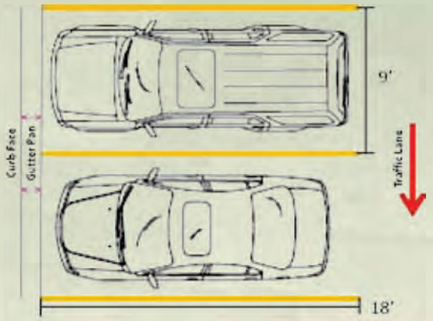
Parallel Parking

Not to Scale



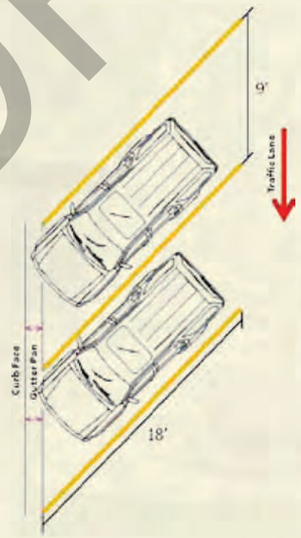
Perpendicular Parking

Not to Scale



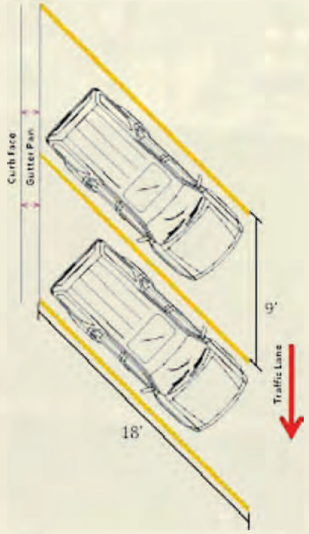
45° Angled Parking (Pull-in)

Not to Scale



45° Angled Parking (Back-In)

Not to Scale



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Appendix E: Wayfinding Signage Discussion

Wayfinding Program

The City's Wayfinding Signage Program is governed by Administrative Regulation 6.1 and administered through the Office of Urban Development. This policy generally addresses vehicular wayfinding signage. However, its spirit and intent can be extended to include future pedestrian wayfinding that currently exists only within the Arena Neighborhood District.

Wayfinding Districts, Colors and Icons

The following districts are currently recognized as the wayfinding districts for downtown. They are listed to the right along with their foundation signage color and official icon.

Opportunities to incorporate wayfinding colors and icons into the streetscape should be encouraged as deemed appropriate. For example, the district foundation colors might be used in benches, trash receptacles or other street amenities. Or, landscape foliage could integrate the district foundation color into the streetscape. Another option could be to include the district icon as a small plaque on select street amenities. Each of these options is considered a thematic wayfinding technique that could enhance the street user's sense of wayfinding.

Pedestrian Wayfinding Signage

As mentioned above, the only pedestrian wayfinding signage that currently exists is located in the Arena Neighborhood District. They direct pedestrians between the INTRUST Bank Arena and main parking lots. There are currently no standards or specifications for additional pedestrian wayfinding signage. The design of future pedestrian wayfinding signage should closely resemble those constructed for the Arena and be based on their dimensions and lettering scheme, with color and icon to be determined by the district in which they are located.

Wayfinding Medallions

There are no existing applications of wayfinding medallions within downtown. However, they could be integrated in the sidewalk pavement to enhance pedestrian wayfinding. These medallions should incorporate approved wayfinding icons and district names in their design. If deployed, they should be located at or near end-blocks.

Design Guidance:

- Refer to the accompanying graphic to the right.
- The wayfinding district icon where the medallion is located should be in the center of the medallion.
- The icon should be oriented to be square with the intersection.
- The star points of the medallion should indicate the direction of the four nearest wayfinding districts.

Wayfinding Map Kiosks

There are map kiosks, similar those envisioned for broader deployment, located in Old Town. Refer to the photo to the right. These should incorporate an official wayfinding map that illustrates wayfinding district locations and the location of key destinations. These could incorporate advertising to offset installation costs or generate revenue for the maintenance of wayfinding program infrastructure.

ICON	DISTRICT NAME	COLOR NAME	PANTONE #
	Government Center District	Vivid Blue	7462 C
	Arena Neighborhood District	Terra Cotta	471 C
	Museums on the River District	Kelly Green	347 C
	River Center District	Geranium (Red)	187 C
	Old Town District	Dark Violet	512 C

Wayfinding Table

Wayfinding Medallion Concept Drawing

Old Town Map Kiosk Example

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Appendix F: Applying the guidelines: Representative Scenes

Transit Balanced / Retail / Arena Neighborhood

Input Designation: B b 8

Pedestrian / Mixed Use / Government Center

Input Designation: D d 1

Plaza / Arts / Commerce Street

Input Designation: E f 9

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Agenda Item No. IV-1

City of Wichita of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

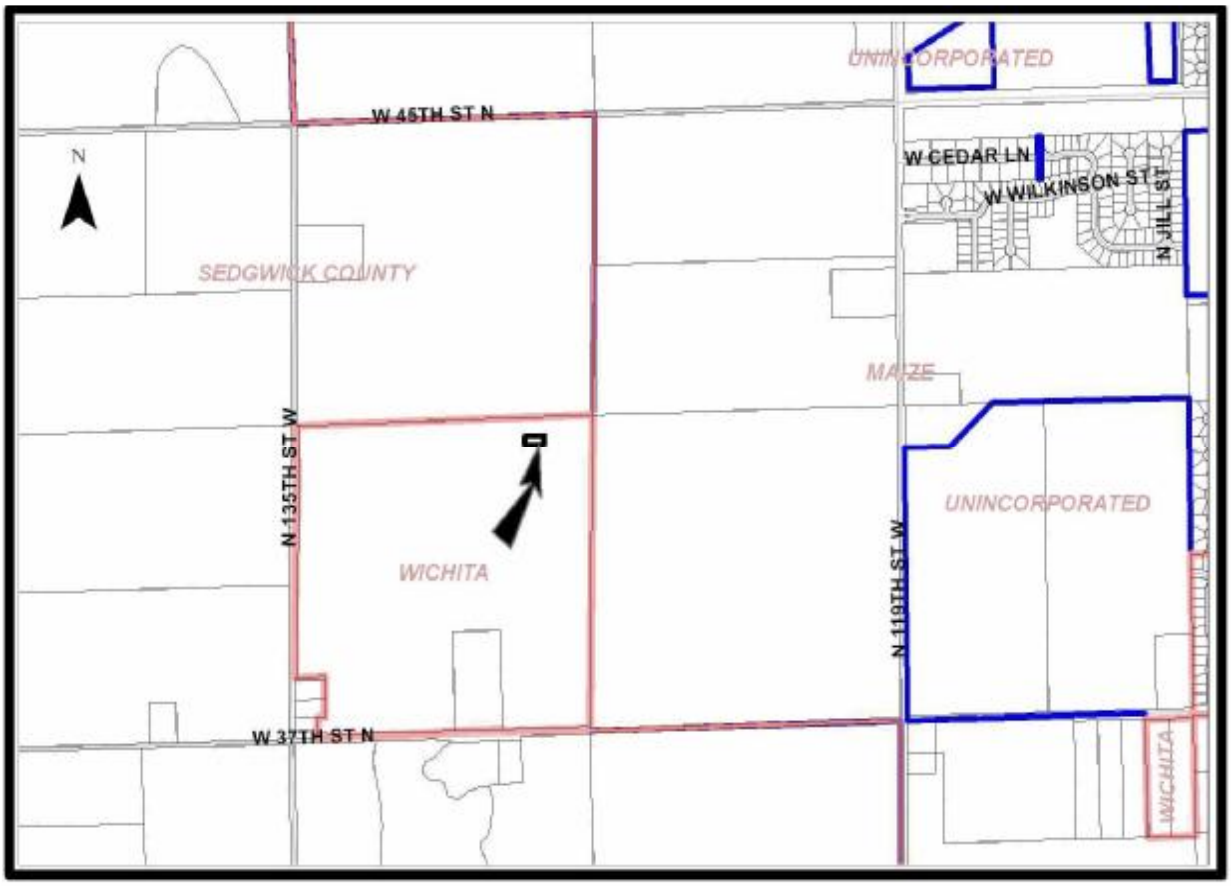
SUBJECT: CON2009-00043 – Conditional Use Amendment #1 to CU-564 to permit construction of a communication tower for an Aquifer Storage and Recharge facility on property zoned SF-5 Single-Family Residential ("SF-5"); generally located midway between 37th and 45th Streets North, on the east side of 135th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (8-3).

MAPD Staff Recommendations: Approve.



Background: The City of Wichita – Water Utilities (WWU) is seeking to amend CU-564, a Conditional Use that permits a major utility, the Northwest Wastewater Treatment Plant, that is located on land zoned SF-5 Single-family Residential ("SF-5"). This application, Amendment #1 to CU-564, would allow the construction of a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot by 80-foot tower site is located in Parcel 1 of the approximately 145-acre Sewage Treatment Plant #3 (NW) Addition, located midway between 37th and 45th Streets North on the east side of 135th Street West. New wireless communication facilities over 65-feet in height in the SF-5 zoning district may be permitted with a Conditional Use.

The applicant has indicated (see attached exhibit #1) that the proposed facility is needed to provide constant remote monitoring and control of all planned and future Aquifer Storage and Recovery (ASR) facilities and water production. These facilities include City Hall and the Main Water Treatment Plant (located northwest of downtown Wichita), two (2) surface water treatment plants, two (2) maintenance facilities, over 50 wells and pipeline valves and diversion wells along the Little Arkansas River. The ASR project diverts and treats surplus water from the Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for the City of Wichita and the region. The applicant has referenced the Federal Drinking Water Security Act of 2009, which requires water treatment facilities to implement the same standards of security as chemical facilities. The WWU's Northwest Wastewater Treatment Plant does not allow unauthorized access, and the proposed tower will improve management and security of the facility by better communication technology. This standard of controlled access eliminates co-location of the WWU's antennas on existing towers in the area and will prevent co-location of other communication antennas on the WWU's proposed tower. The Supplemental Use Regulations of the Unified Zoning Code (UZC) for towers, Art III-D (g), requires that new, undisguised towers be built to accommodate other carriers, based on the new tower's height. The applicant is asking that the co-location requirement be waived by the City Council.

The area around the site is mostly active agricultural fields, broken up by the Cowskin Creek and its flood zone/wetlands and hedges of trees. There are scattered single-family residences/farm houses (approximately 11, built 1880 to 2006) located 1/4-mile or more from the site. All the surrounding properties are zoned RR Rural Residential ("RR"), with the exception of agricultural land within the city limits of Maize that abut the site's east side.

WWU has provided an explanation for requesting a 150-foot tall lattice tower over a monopole. Water's tower will be part of a microwave signal network that operates via point-to-point links between control-monitoring locations. Water has stated that this microwave signal requires a tower with a much lower tolerance for deflection/sway by wind or by asymmetrical solar heating (stated as the 99.9% reliability standard), than your typical broadband signal used by cell phone services. Water acknowledges a monopole tower can be built that meets the needed 99.9% reliability standard, but that its profile presents a greater mass than a lattice tower. Water notes that the Wireless Master Plan's Design Guidelines, Sec. VI-B recommends: "Minimizing the silhouette presented by the new support structure and antenna arrays. Generally monopoles are favored over the lattice-type tower support structures to a height of at least 150 feet, and antennas mounted flush to the support structure are favored over triangular 'top hat' antenna arrays.", and "Minimizing the height, mass or proportion of the facility to minimize conflict with the character of its proposed surroundings." Water has presented an exhibit showing a 150-foot monopole used for the microwave signal (bolted-flanged construction) and a 150-foot self-supporting lattice tower used for the microwave signal. In the opinion of staff, the differences between the mass and silhouette of the self-supporting lattice tower and the monopole built for the microwave signal can be seen as minimal in regards to their impact with the character of the immediate area.

Water does note that there are significant cost savings in constructing a self-supporting lattice tower as opposed to a monopole for their microwave signal network and presents an estimate of the money saved. The same consideration could be applied for constructing a lattice tower as opposed to a monopole for a broadband signal. However, the most recent amendment to the Wireless Master Plan eliminated

economic feasibility as a requirement, thus the contrast in the cost of construction between the two types of towers for the microwave signal is not critical.

The Wireless Master Plan (Sec.III-C, 2) states that Wichita/Sedgwick County and other public and governmental agencies should not locate any facilities that contravene guidelines that wireless communication facilities are held to in this Plan; the regulatory authority cannot be held less accountable than the private sector in the name of "public safety." A case can be made that cell phone service provides services that can be considered public safety. However, the UZC allows Conditional Uses to be considered on a case by case basis. Section II of the Wireless Plan recognizes that wireless facilities can be considered on a case by case basis. As presented by Water, this specific case involves a microwave signal network that operates via point-to-point links between control-monitoring locations, which requires tower structural considerations that are not required for a broadband signal. As presented by Water, and in the opinion of staff, the differences between the mass and silhouette of the self-supporting lattice tower and the monopole built for the microwave signal can be seen as minimal in regards to their impact with the character of the immediate area. A greater potential impact on development in the immediate area is the existing Northwest Wastewater Treatment Plant, where the proposed tower will be located. In the opinion of staff, Water's presentation on this specific case (including its location in an area rural in character, on an isolated SF-5 zoned City property and major utility, on the outer edge of the 2030 growth areas for the cities of Maize and Wichita) does not aim to circumvent the Master Plan's standard of equal accountability between a government agency/the regulatory authority and the private sector, but attempts to provide the most reliable structure for a microwave signal network that operates via point-to-point links between control-monitoring locations, and whose mass and silhouette has a minimal impact on the immediate area. As required by the UZC and the Wireless Master Plan, all future requests made by other public and governmental agencies and the wireless industry will be considered on a case by case basis.

As noted, the proposed tower will not allow co-location for other communication antennas because of federal mandated security standards. Art V Sec. V-D.6. of the UZC allows the City Council to modify Supplementary Use Regulations upon receiving a favorable recommendation from the MAPC.

Analysis: This case was considered by the MAPC at their January 7, 2010, meeting. The MAPC's recommendation was to defer (13-0) the item until WWU provided proper documentation and/or information as to why a monopole would not be effective at this location, as opposed to the requested lattice tower. A neighbor expressed concerns about the impact the tower would have on her property value and about drainage off of the tower's Northwest Wastewater Treatment Plant site. The MAPC heard the case again at their March 18, 2010, meeting. There were no members of the public present at the meeting speaking for or against the requested Conditional Use. The action of the MAPC was to approve (8-3) the 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower, with the following conditions, including waiving of the co-location requirement. The item is being placed before the City Council because of the requested waiver.

A. Allow a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site shall be located in CU-564's Parcel 1, of Lot 1, Block 1, the Sewage Treatment Plant #3 (NW) subdivision.
B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met, with the exception of waiving the co-location requirement; Art. III Sec. III.D.6.g-8.
C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
D. The support structure shall be a "lattice" design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare. Antennas mounted flush to the support structure are preferred over triangular "top hat" antenna arrays and the applicant needs to demonstrate why the "flush" arrangement does not work.
E. The tower shall be lighted per FAA regulations. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.

F. The tower site located within Parcel 1 of CU-564 (Sewage Treatment Plant #3 (NW) Addition) shall be developed in general conformance with the approved site plan.
G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

No protests or appeals to the Conditional Use request have been filed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

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

Attachments: MAPC minutes, tower profiles, WWU letter justifying the lattice tower over the monopole tower.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use, subject to the recommended conditions (simple majority vote required); or

2. Concur with the findings of the MAPC, with the exception of the justification for a lattice tower, and approve the Conditional Use, modifying the recommended conditions to require a monopole tower in place of a lattice tower (requires a 2/3 majority vote to override the MAPC's recommendation); or

3. Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation (requires a 2/3 majority vote to override the MAPC's recommendation); or

4. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

RESOLUTION No. 10-102

A RESOLUTION AUTHORIZING AMENDMENT #1 TO CU-564, A CONDITIONAL USE PERMIT FOR A MAJOR UTILITY (THE NORTHWEST WASTEWATER TREATMENT PLANT), TO ALLOW A 150-FOOT TALL, GALVANZIED STEEL, SELF SUPPORTING LATTICE MICROWAVE COMMUNICATION TOWER ON A 70-FOOT (X) 80-FOOT TOWER SITE LOCATED ON APPROXIMATELY 145-ACRES ZONED SF-5 SINGLE-FAMILY RESIDENTIAL ("SF-5"), GENERALLY LOCATED MIDWAY BETWEEN 37TH AND 45TH STREETS NORTH, ON THE EAST SIDE OF 135TH STREET WEST, WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, amendment #1 to CU-564, a Conditional Use permit for a Major Utility (the Northwest Wastewater Treatment Plant), to allow a 150-foot tall, galvanized steel, self-supporting lattice, microwave communication tower on a 70-foot (x) 80-foot tower site located on approximately 145-acres zoned SF-5 Single-Family Residential ("SF-5"), Wichita, Sedgwick County, Kansas, generally located midway between 37th and 45th Streets North, on the east side of 135th Street West, on property legally described below:

A portion of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; more particularly described as follows:
Commencing at the Northeast corner of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; thence bearing S88°13'24"W, along the North line of said Lot 1, 418.00 feet; thence bearing S00°36'57"W, parallel with the East line of said Lot 1, 150.00 feet, to the point of beginning; thence continuing on a bearing of S00°36'57"W, a distance of 80.00 feet; thence bearing S88°13'24"W, a distance of 170.00 feet; thence bearing N00°36'57"E, a distance of 80.00 feet; thence bearing N88°13'24"E, a distance of 170.00 feet, to the point of beginning.

Case No. CON2009-00043

Amendment #1 to CU-564, a Conditional Use permit for a Major Utility (the Northwest Wastewater Treatment Plant), to allow a 150-foot tall, galvanized steel, self-supporting lattice, microwave communication tower located on a 70-foot (x) 80-foot tower site located on approximately 145-acres zoned SF-5 Single-Family Residential ("SF-5"), Wichita, Sedgwick County, Kansas, generally located midway between 37th and 45th Streets North, on the east side of 135th Street West, on property legally described below:

A portion of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; more particularly described as follows:
Commencing at the Northeast corner of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; thence bearing S88°13'24"W, along the North line of said Lot 1, 418.00 feet; thence bearing S00°36'57"W, parallel with the East line of said Lot 1, 150.00 feet, to the point of beginning; thence continuing on a bearing of S00°36'57"W, a distance of 80.00 feet; thence bearing S88°13'24"W, a distance of 170.00 feet; thence bearing N00°36'57"E, a distance of 80.00 feet; thence bearing N88°13'24"E, a distance of 170.00 feet, to the point of beginning.

SUBJECT TO THE FOLLOWING CONDITIONS:

A. Allow a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site shall be located in CU-564's Parcel 1, of Lot 1, Block 1, the Sewage Treatment Plant #3 (NW) subdivision.
B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met, with the exception of waiving the co-location requirement; Art. III Sec. III.D.6.g-8.
C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
D. The support structure shall be a "lattice" design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare. Antennas mounted flush to the support structure are preferred over triangular "top hat" antenna arrays and the applicant needs to demonstrate why the "flush" arrangement does not work.
E. The tower shall be lighted per FAA regulations. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
F. The tower site located within Parcel 1 of CU-564 (Sewage Treatment Plant #3 (NW) Addition) shall be developed in general conformance with the approved site plan.
G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

April 20, 2010.

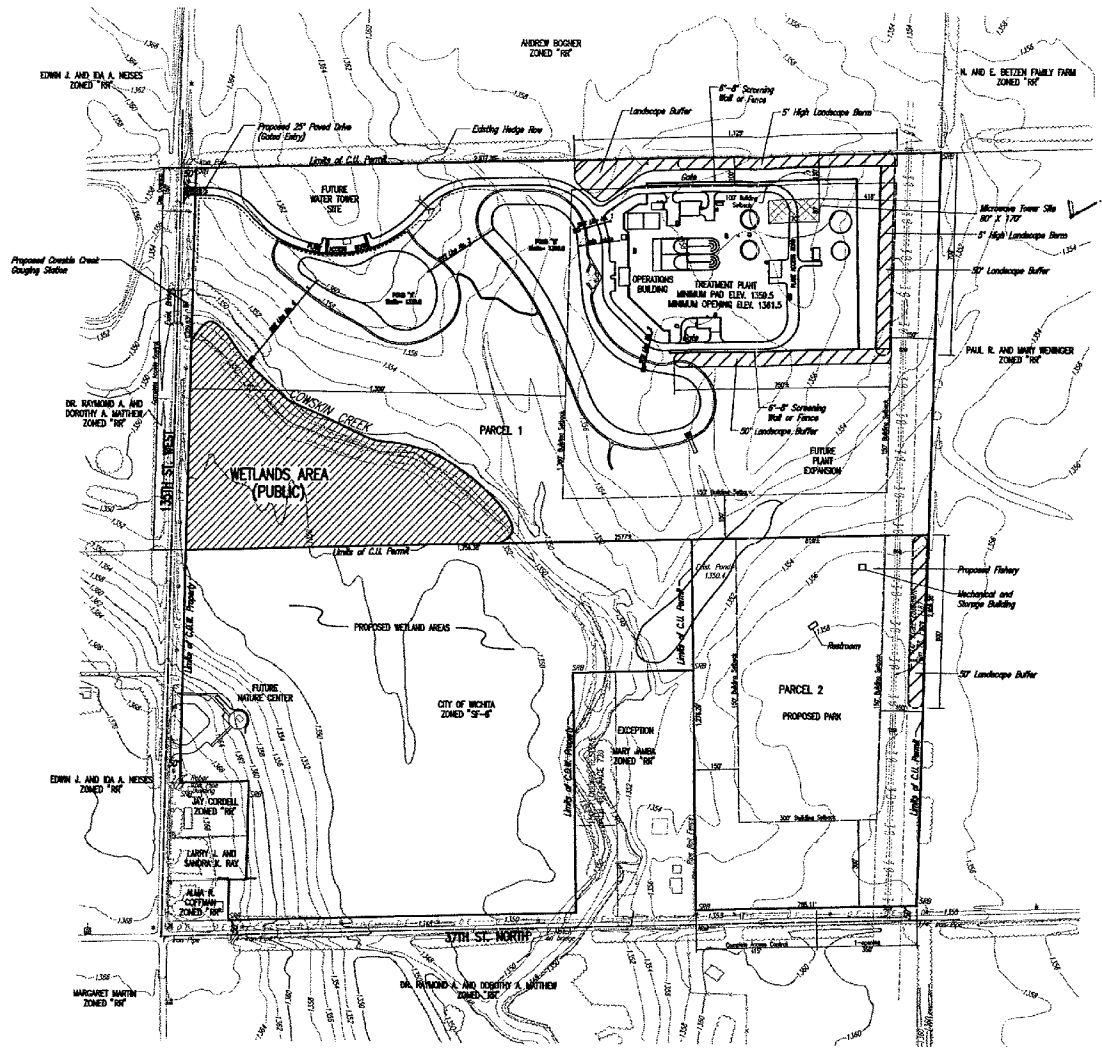
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney



SCALE: 1" = 150'

JANUARY 3, 2000
REVISED NOVEMBER 4, 2009

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 28 SOUTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE S0°00'17"W ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2506.26 FEET; THENCE N87°49'22"W PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND BEING 50 FEET NORTH OF SAID SOUTH LINE A DISTANCE OF 765.11 FEET; THENCE N02°19'38"E A DISTANCE OF 1374.09 FEET; THENCE S87°41'47"W PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND BEING 1326 FEET SOUTH OF SAID NORTH LINE A DISTANCE OF 1756.38 FEET; THENCE N27°02'00"E PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER AND BEING 50 FEET EAST OF SAID WEST LINE A DISTANCE OF 1329.07 FEET; THENCE N87°41'46"E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2577.38 FEET TO THE POINT OF BEGINNING. CONTAINING 151.75 ACRES MORE OR LESS.

SCREENING WALL

EXCEPT FOR THE OPERATIONS BUILDING, THE ENTIRE TREATMENT PLANT FACILITY SHALL BE ENCLOSED BY A 6'-8' SCREENING WALL CONSISTENT WITH THE ZONING CODE REQUIREMENTS. COLORS SHALL BE COMPATIBLE WITH THOSE USED ON THE OPERATIONS BUILDING.

LANDSCAPE BUFFER

THERE SHALL BE A 50' LANDSCAPE BUFFER ALONG THE NORTH PROPERTY LINE FROM THE END OF THE EXISTING HEDGE ROW TO THE WEST LINE OF THE KGE EASEMENT (L1125') WITH A 5' HIGH LANDSCAPE BERM ADJACENT TO THE PROPOSED MASONRY WALL.

THERE SHALL BE A 50' LANDSCAPE BUFFER ON THE NORTH 700' OF PARCEL 1 ALONG THE WEST LINE OF THE KGE EASEMENT WITH A 5' HIGH LANDSCAPE BERM.

THERE SHALL BE A 50' LANDSCAPE BUFFER ALONG THE SOUTH SIDE OF THE TREATMENT PLANT ADJACENT TO THE PROPOSED MASONRY WALL FROM THE WEST LINE OF THE KGE EASEMENT WEST 750'.

THERE SHALL BE A 50' LANDSCAPE BUFFER ALONG THE EAST PROPERTY LINE ON THE NORTH 600' OF PARCEL 2.

LANDSCAPE BUFFERS SHALL CONSIST OF NATIVE PLANTINGS AND SHALL BE 1-1/2 TIMES THE REQUIREMENT OF THE LANDSCAPE CODE OF THE CITY OF WICHITA.

DETENTION POND

THE 2 ACRE DETENTION POND IS DESIGNED TO REDUCE THE RUNOFF FROM THE DEVELOPED SITE TO PRE-DEVELOPED CONDITIONS. IT ALSO SERVES AS A AN AESTHETIC WATER FEATURE ON THE SITE, WHILE PROVIDING STORAGE FOR APPROXIMATELY 3 DAYS WORTH OF EFFLUENT DISCHARGE DURING TIMES OF COWSKIN CREEK FLOODING. THERE SHALL BE A CREEK GAUGING STATION ON THE 135TH STREET WEST BRIDGE OVER THE COWSKIN CREEK THAT WILL CONTROL THE DISCHARGE OF EFFLUENT DURING COWSKIN CREEK FLOODING AND NOTIFY AUTHORITIES OF POTENTIAL FLOODING.

MINIMUM PAD ELEVATION

THE MINIMUM PAD ELEVATION FOR THE PROPOSED TREATMENT PLANT SHALL BE 1350.5 M.S.L., WHICH IS TWO AND ONE-HALF FEET ABOVE THE 500 YEAR FLOODPLAIN.

LIGHTING

LIGHTING WILL BE CONSISTENT WITH ZONING CODE REQUIREMENTS. ALL LIGHTING FIXTURES WILL BE GLARE FREE CUT-OFF TYPE FIXTURES THAT WILL BE REFLECTED DOWNWARD AWAY FROM ANY ADJOINING RESIDENTIAL USES. NO LIGHTING SHALL EXCEED STANDARD STREET LIGHT HEIGHT.

SETBACKS

PARCEL 1

THERE SHALL BE A 300' BUILDING SETBACK FROM 135TH STREET WEST, 150' SETBACK ALONG THE SOUTH AND EAST PROPERTY LINES AND A 100' SETBACK ALONG THE NORTH PROPERTY LINE. THERE SHALL BE A MINIMUM TOWER SETBACK OF 150' ALONG THE NORTH AND SOUTH PROPERTY LINES AND 350' ALONG THE EAST PROPERTY LINE.

PARCEL 2

THERE SHALL BE A 300' BUILDING SETBACK FROM 37TH STREET NORTH AND 150' BUILDING SETBACK ALONG THE WEST AND EAST PROPERTY LINES.

PROPOSED USES

PARCEL 1

WASTEWATER TREATMENT PLANT AND MICROWAVE TOWER WITH A MAXIMUM HEIGHT OF 150'. SEE PLAN FOR TOWER LOCATION, PUBLIC PARK, PUBLIC WETLANDS AND PUBLIC WATER TOWER.

PARCEL 2

PUBLIC PARK AND FISHERY.

C.U. 564 AMENDMENT NO. 1
CONDITIONAL USE SITE PLAN FOR
NORTHWEST WASTEWATER TREATMENT PLANT

PREPARED FOR: CITY OF WICHITA, 455 N. MAIN, WICHITA, KS. 67202

CON2009-43

Ex 1

February 25, 2010

Mr. Bill Longnecker
Wichita-Sedgwick County Metropolitan Area Planning Department

Subject: **Request for Information Regarding Proposed Communications Facility at Cowskin Creek Water Quality Reclamation Facility: Ref CON2009-43**

Dear Mr. Longnecker:

The purpose of this letter is to provide additional information requested by the Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) related to the recently submitted Conditional Use Permit (CON2009-43) amendment to allow a wireless communications facility at the Cowskin Creek Water Quality Reclamation Facility (CCWQRF, also known as Northwest Sewer Treatment Plant No. 3) owned and operated by the Wichita Water Utilities (WWU). CON2009-43 was originally presented for consideration at the January 7, 2010, MAPC meeting, and was deferred based on the need for the following additional information:

- Type of Construction – Justify the need for the proposed lattice-type structure
- FAA Analysis – Provide the results of FAA air space analysis

The information presented herein is a summary of studies compiled or completed during the communications system design for the Aquifer Storage and Recovery (ASR) Program, Phase 2. CH2M Hill, as contract designer to WWU, prepared a letter dated December 9, 2009 (Attachment A) which was submitted along with the CON2009-43 application to provide information related to the proposed CCWQRF communication facility. This letter intends to provide the requested supplemental detail and justification to support the proposed communication facility.

The ASR communications system design has been closely coordinated with the City of Wichita Information Technology (IT) Department to ensure a reliable and seamless integration with other communications facilities being planned for construction throughout the City. Electronic Technology Inc. of Merriam, Kansas (ETI) is being contracted to design and construct the City's communication facilities, including those proposed for the ASR Program.

Type of Construction

The basis of design for the ASR communications system is presented in the *Aquifer Storage and Recovery Digital Microwave System Radio Propagation, System Parameter, Installation Standards and Preliminary Frequency Coordination Report*, dated September 19, 2009 issued by Gillespie, Prudhon & Associates (GPA) under sub-contract to CH2M Hill. The GPA report concludes that 99.99% overall reliability for the microwave network is required for acceptable operation of the critical remote water facilities associated with the ASR system. The microwave network operates via point-to-point links between control and

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monitoring locations. The GPA report provides the following requirements for proposed CCWQRF point-to-point links to maintain 99.99% reliability:

1. CCWQRF to Well Field Maintenance Shops
   - Distance is 15.13 miles
   - Proposed frequency is 6 GHz
   - 6' diameter parabolic microwave antenna at 146 feet
2. CCWQRF to City Hall Building
   - Distance is 9.65 miles
   - Proposed frequency is 11 GHz
   - 6' diameter parabolic microwave antenna at 140 feet

Applicable regulations and guidelines for design/construction of wireless communications facilities are provided by the *Wichita-Sedgwick County Unified Zoning Code* dated July 9, 2009 and the MAPC *Wireless Communication Master Plan* dated August 2000 (Master Plan). The design of the proposed wireless communication facility conforms to all requirements or guidelines of these documents, with the exception of utilizing a lattice-type self supporting structure in lieu of the generally preferred monopole.

Section VI.B.3 of the Master Plan (MP) recommends "Minimizing the silhouette presented by new support structures and antenna arrays. Generally, monopoles are favored over lattice-type support structures to a height of at least 150 feet, and antennas mounted flush to the support structure are favored over triangular 'top-hat' antenna arrays." MP Section VI.B.2 recommends "Minimizing the height, mass or proportion of the facility to minimize conflict with the character of its proposed surroundings."

Although the intended use for the CCWQRF facility is most closely defined as an Unprotected Public Service System (MP Section III.C.2), the specific type of required communications are point-to-point microwave radio links between facilities. In contrast to personal or broadband communications which utilize 360-degree coverage and commonly use monopoles, the proposed 6 and 11 GHz point-to-point links have an extremely narrow beam width of +/-1.1 degrees, resulting in a much lower tolerance for deflection (or sway) caused by wind or by assymetrical solar heating than monopoles are typically designed for. Assymetrical solar heating is when the sun heats one side of the pole more than the other causing deflection.

Calculations performed by CH2M Hill and GPA indicate that the 150-foot tall CCWQRF wireless communications facility will require a maximum deflection of 0.5 degrees, or about 4 inches, for sufficient connectivity to achieve 99.99% reliability. As standard monopoles can deflect more than 5 degrees from vertical due to solar heating alone, a customized design would be necessary to reduce the amount of deflection potential.

Based on an analysis completed by CH2M Hill and GPA, a bolted-flange monopole designed to meet the site-specific criteria (including wind loading at required antenna heights and maximum allowable deflection to maintain 99.99% reliability) would have to be a minimum 7-feet diameter at the base and 5-feet diameter at the top, with a wall-thickness of 0.25 inches minimum. The bolted-flange monopole looks quite different than the swaged (or slip-joint) monopole design shown in the Master Plan (according to GPA, a swaged

monopole with specified antenna heights will not meet reliability requirements due to wind and solar heat deflection). Calculations provided by Sabre Tower and Poles (Sabre), ETI's tower manufacturer, reveal that using a thicker steel (up to 0.5 inches) would allow the tower to taper from 7-feet diameter at the bottom to almost 2-feet at the top, as shown on Attachment B. For a 150-foot tall monopole with this construction, the diameter at a 75-foot elevation will be 4.5-feet. In either case, a platform for maintenance would be required just below the antenna height.

Preliminary budgetary estimates obtained from ETI (through Sabre) indicate that the 150-foot tall monopole would likely cost about $128,000, or 2.4 times more than a lattice-type structure. As shown on the cost comparison table presented as Attachment C, the cost differential is primarily due to the additional steel required for the monopole. It should be noted that the specifications and construction costs are subject to the findings of site-specific geotechnical investigations and subsequent tower design that will be completed upon CUP amendment approval.

According to CH2M Hill, GPA, ETI, Sabre and other prominent tower manufacturers, lattice-type self-supportting structures are most commonly used for reliable point-to-point communications due to higher rigidity and resulting resistance to sun and wind deflection. The lattice structure would have three legs forming a wide and stable base with support braces throughout. This design has been approved for three other 150-foot tall ASR communications facilities including one in northern Sedgwick County outside of 2030 growth areas and two in Harvey County.

While the monopole is generally recommended for cellular or other personal/broadband communications facilities less than 150-feet tall per the MP, a lattice-type support structure is the most widely used option for achieving Public Water Supply 99.99% reliability requirements as well as ensuring consistency and cost-effectiveness for the proposed microwave point-to-point communication facility. Therefore, we respectfully request that the lattice-type structure be approved for the proposed communication facility construction per CON2009-43.

Visual photo-simulations are presented as Attachment D to show what the proposed communication facility will look like upon construction in either the monopole or lattice-type design. As standard cell phone swaged monopole is also shown for comparison although this structure will not be capable of achieving 99.99% reliability.

FAA Analysis

GPA, as sub-consultant to CH2M Hill during final design, verified that FAA notification and associated airspace analysis was not required for the proposed CCWQRF communication facility pursuant to CFR Title 14 Part 77.13. This verification was made by entering site-specific coordinate and height information into two online programs: 1) FAA's Notice Criteria Tool, the results of which are provided as Attachment E, and 2) FCC's TOWAIR application, the results of which are provided as Attachment F. These results indicated that there is no air navigation hazard (e.g. facility does not penetrate the required FAA glide slope clearance of an airport runway) in the near vicinity of an active airport. As a result, FAA notification is not required for the proposed facility and lighting or special marking is not necessary.

However, a notice of proposed communication facility construction was submitted on January 22, 2010 to the FAA on the basis of verifying there will be no signal interference. Signal interference is not anticipated as the microwave frequency being proposed is within those ranges specifically licensed by the FCC so as not to cause such interference with FAA systems. The case is currently under review by the FAA and we expect to receive the letter of determination for airspace analysis by March 1, 2010. The results of this analysis will be forwarded to MAPC immediately upon receipt for review and filing prior to submitting the building permit application. However, we respectfully request that this conditional use permit amendment request (CON2009-43) proceed so as to not delay the overall project schedule.

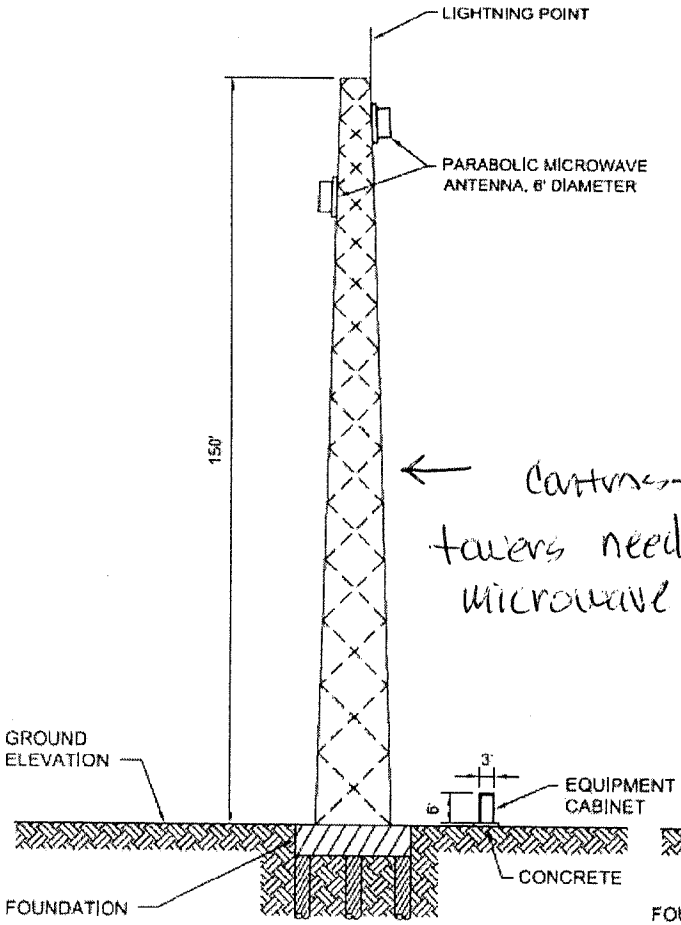
Should you have any questions or need additional information, please feel free to contact me at (303) 299-5262. We are available to prepare and present this information at your request.

Sincerely,

ASR PROGRAM MANAGEMENT

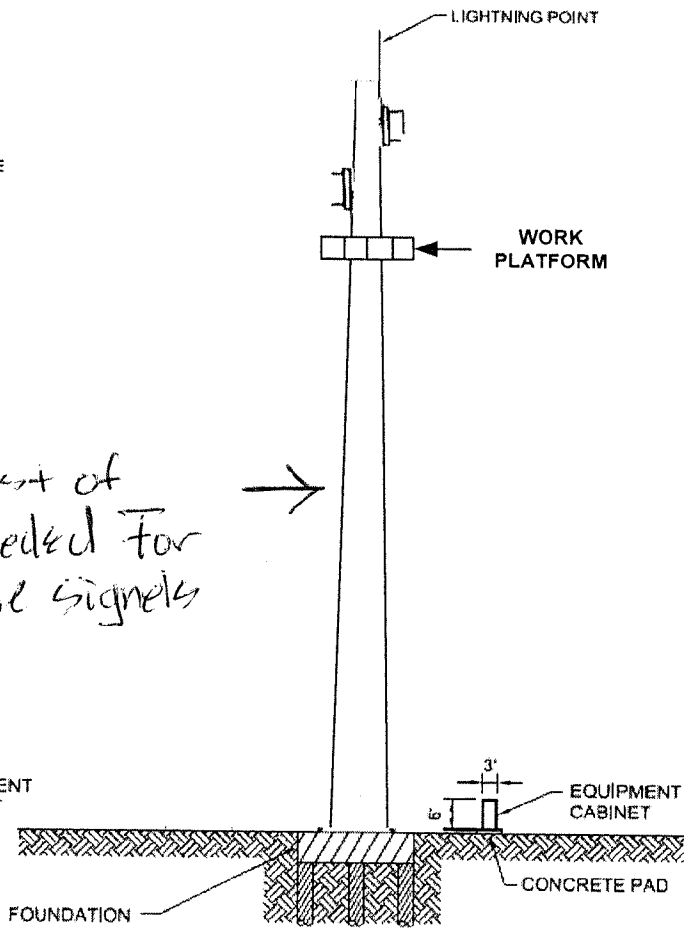
Paul T. Johnson, P.E.
Project Manager – Process Control/SCADA

Cc: David Warren
Deb Ary

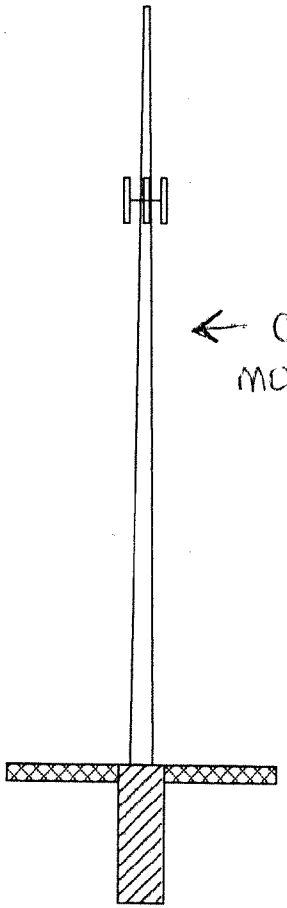


3 LEGGED LATTICE

← Contrast of towers needed for microwave signals →



FLANGED MONOPOLE



← Cell phone monopole tower

CELL TOWER SWAGED MONOPOLE
(NOT SUITABLE FOR POINT TO POINT MICROWAVE)

EXCERPT OF THE MARCH 18, 2010 MAPC HEARING

Case No.: CON2009-43 (Deferred from January 7, 2010 MAPC Hearing) - City of Wichita – Water Utilities c/o Deb Ary (owner/applicant), PEC, PA, c/o Rob Hartman (agent) requests City Conditional Use Amendment #1 to CU-564 to permit construction of communication tower for ASR facility on property zoned SF-5 Single-Family Residential on property described as:

A portion of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; more particularly described as follows:
Commencing at the Northeast corner of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; thence bearing S88°13'24"W, along the North line of said Lot 1, 418.00 feet; thence bearing S00°36'57"W, parallel with the East line of said Lot 1, 150.00 feet, to the point of beginning; thence continuing on a bearing of S00°36'57"W, a distance of 80.00 feet; thence bearing S88°13'24"W, a distance of 170.00 feet; thence bearing N00°36'57"E, a distance of 80.00 feet; thence bearing N88°13'24"E, a distance of 170.00 feet, to the point of beginning, generally located midway between 37th and 45th Streets North, on the east side of 135th Street West.

BACKGROUND: The City of Wichita – Water Utilities (WWU) is seeking to amend CU-564, a Conditional Use that permits a major utility, the Northwest Wastewater Treatment Plant, that is located on land zoned SF-5 Single-family Residential ("SF-5"). This application, amendment #1 to CU-564, would allow the construction of a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site is located in Parcel 1 of the approximately 145-acre Sewage Treatment Plant #3 (NW) Addition, located midway between 37th and 45th Streets North on the east side of 135th Street West. New wireless communication facilities over 65 feet in height in the SF-5 zoning district may be permitted with a Conditional Use.

The applicant has indicated (see attached exhibit #1) that the proposed facility is needed to provide constant remote monitoring and control of all planned and future Aquifer Storage and Recovery ("ASR") facilities and water production. These facilities include City Hall and the Main Water Treatment Plant (located northwest of downtown Wichita), two (2) surface water treatment plants, two (2) maintenance facilities, over 50 wells and pipeline valves, and diversion wells along the Little Arkansas River. The ASR project diverts and treats surplus water from Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for the City of Wichita and the region. The applicant has referenced the Federal Drinking Water Security Act of 2009, which requires water treatment facilities to implement the same standards of security as chemical facilities. The WWU's Northwest Wastewater Treatment Plant does not allow unauthorized access, and the proposed tower will improve management and security of the facility by better communication technology. This standard of controlled access eliminates co-location of the WWU's antennas on existing towers in the area and will prevent co-location of other communication antennas on the WWU's proposed tower.

The area around the site is mostly active agricultural fields, broken up by the Cowskin creek and its flood zone/wetlands and hedges of trees. There are scattered single-family residences/farm houses (approximately 11, built 1880 – 2006) located 1/4-mile or more from the site. All the surrounding properties are zoned RR Rural Residential ("RR"), with the exception of agricultural land within the city limits of Maize that abut the site's east side.

The site plan shows the tower to be located within the WWU's existing Northwest Wastewater Treatment Plant facility, Parcel 1. The site plan shows the tower site to be setback at least 150 feet from abutting properties; the site meets the compatibility height standards for a wireless facility. This facility is gated with solid screening, landscaping and berms around it; the site meets the screening and landscaping requirements. The tower site will also be screened by the treatment plant's existing buildings, as well as being located a maximum distance from the area's existing single-family residences. The rest of the 145-acre City of Wichita owned property is shown as proposed and existing parks with proposed and existing fishing ponds and proposed and existing public wetlands.

The proposed tower and associated communication frequencies and wattages must meet standards determined by the Federal Aviation Administration (FAA) to pose no hazard to air navigation. The applicant has not provided an analysis of airspace in the area, which must be provided to staff prior to building permits being issued. The applicant has not provided any proposed lighting of the tower, which must meet the FAA requirements or aircraft warning. Section Art. III Sec.III-D.6.g.(5) of the UZC prohibits strobe lighting. The proposed galvanized surface of the tower will blend into the sky more readily than a red or white paint, which meets the intent of the "Design Guidelines" of the "Wireless Communication Master Plan." As noted the proposed tower will not allow co-location for other communication antennas, because of Federal mandated security standards. Art. V Sec. V-D.6. of the UZC allows the City Council to modify Supplementary Use Regulations upon receiving a favorable recommendation from the MAPC.

CASE HISTORY: The site was annexed into the City of Wichita in 1999, at that time the site's RR zoning became SF-5. The site was platted as Sewage Treatment Plant #3 (NW), recorded August 15, 2000. CU-564 was adopted February 10, 2000, for a wastewater treatment plant (major utility). This case was considered by the MAPC at their January 7, 2010 meeting. The MAPC's recommendation was to defer the item until Water Utilities provides proper documentation and/or information as to why a monopole would not be effective at this location.

ADJACENT ZONING AND LAND USE:

NORTH:	RR	Agriculture field
SOUTH:	SF-5 family	Cowskin creek/flood zone/wetland, proposed park, single-residences
EAST:	City of Maize	Agriculture field
WEST:	RR	Agriculture field, Cowskin creek/flood zone, single-family residences

PUBLIC SERVICES: Although no municipally supplied public services are required, all utilities are available to the site. The site has access to 135th Street West, a paved two-lane county highway. The 2030 Transportation Plan shows no change to the current status of this road.

CONFORMANCE TO PLANS/POLICIES: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan requires a Conditional Use for new undisguised ground mounted facilities over 65 feet in height in the SF-5 zoning district, that comply with the compatibility setback standards. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; monopoles are favored over lattice type structures for up to 150 feet and antennas mounted flush to the support structure over triangular "top hat" antenna arrays; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping, walls, and/or fencing and 9) towers painted red and white instead of using strobe lighting. The application appears to meet most of these considerations.

This proposed amendment #1 would allow a 150-foot tall galvanized steel, lattice, self-supporting, microwave communication tower. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production. The ASR project diverts and treats surplus water from the Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for City and the region. The proposed tower and its use provides a needed refinement to the ASR project to ensure future water sources needed for the continued health, safety and growth of the City of Wichita and the area. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common landscape feature in response to the growth of communication technologies.

RECOMMENDATION: Water Utilities (Water) has provided (Exhibit 1) an explanation for requesting a 150-foot tall lattice tower over a monopole. Water's tower will be part of a microwave signal network that operates via point-to-point links between control-monitoring locations. Water has stated that this microwave signal requires a tower with a much lower tolerance for deflection/sway by wind or by asymmetrical solar heating (stated as the 99.9% reliability standard), than your typical broadband signal used by cell phone services. Water acknowledges a monopole tower can be built that meets the needed 99.9% reliability standard, but that its profile presents a greater mass than a lattice tower. Water notes that the Wireless Master Plan's Design Guidelines, Sec. VI-B recommends: "Minimizing the silhouette presented by the new support structure and antenna arrays. Generally monopoles are favored over the lattice-type tower support structures to a height of at least 150 feet, and antennas mounted flush to the support structure are favored over triangular 'top hat' antenna arrays." and "Minimizing the height, mass or proportion of the facility to minimize conflict with the character of its proposed surroundings." Water has presented several exhibits contrasting a 150-foot tall

monopole used for a broadband signal (swaged or slip joint construction), a 150-foot monopole used for the microwave signal (bolted-flanged construction) and a 150-foot self-supporting lattice tower used for the microwave signal. As represented, the monopole used for broadband signals presents a less obtrusive mass and silhouette than the other two towers. In the opinion of staff, the differences between the mass and silhouette of the self-supporting lattice tower and the monopole built for the microwave signal can be seen as minimal in regards to their impact with the character of the immediate area.

Water does note that there are significant cost savings in constructing a self-supporting lattice tower as opposed to a monopole for their microwave signal network and presents an estimate of the money saved. The same consideration could be applied for constructing a lattice tower as opposed to a monopole for a broadband signal. However, the most recent amendment to the Wireless Master Plan eliminated economic feasibility as a requirement, thus within this context the contrast in the cost of construction between the two types of towers for the microwave signal is not critical.

The Wireless Master Plan (Sec. III-C, 2) states that Wichita/Sedgwick County and other public and governmental agencies should not locate any facilities that contravene guidelines that wireless communication facilities are held to in this Plan; the regulatory authority cannot be held less accountable than the private sector in the name of "public safety." A case can be made that cell phone service provides services that can be considered public safety. However, the UZC allows Conditional Uses to be considered on a case by case basis. Section II of the Wireless Plan recognizes that wireless facilities can be considered on a case by case basis. As presented by Water, this specific case involves a microwave signal network that operates via point-to-point links between control-monitoring locations, which requires tower structural considerations that are not required for a broadband signal. As presented by Water, and in the opinion of staff, the differences between the mass and silhouette of the self-supporting lattice tower and the monopole built for the microwave signal can be seen as minimal in regards to their impact with the character of the immediate area. A greater potential impact on development in the immediate area is the existing Northwest Wastewater Treatment Plant, where the proposed tower will be located. In the opinion of staff, Water's presentation on this specific case (including its location in an area rural in character, on an isolated SF-5 zoned City property and major utility, on the outer edge of the 2030 growth areas for the cities of Maize and Wichita) does not aim to circumvent the Master Plan's standard of equal accountability between a government agency/the regulatory authority and the private sector, but attempts to provide the most reliable structure for a microwave signal network that operates via point-to-point links between control-monitoring locations, and whose mass and silhouette has a minimal impact on the immediate area. As required by the UZC and the Wireless Master Plan, all future requests made by other public and governmental agencies and the wireless industry will be considered by a case by case basis.

Based upon these factors and the information available prior to the public hearing, planning staff recommends that amendment #1 of CU-564 be <u>APPROVED</u> subject to the following conditions:

A. Allow a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site shall be located in CU-564's Parcel 1, of Lot 1, Block 1, the Sewage Treatment Plant #3 (NW) subdivision.

B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met, with the exception of waiving the co-location requirement; Art. III Sec. III.D.6.g-8.
C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
D. The support structure shall be a "lattice" design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare. Antennas mounted flush to the support structure are preferred over triangular "top hat" antenna arrays and the applicant needs to demonstrate why the "flush" arrangement does not work.
E. The tower shall be lighted per FAA regulations. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
F. The tower site located within Parcel 1 of CU-564 (Sewage Treatment Plant #3 (NW) Addition) shall be developed in general conformance with the approved site plan.
G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area around the site is mostly active agricultural fields, broken up by the Cowskin creek and its flood zone/wetlands and hedges of trees. There are scattered single-family residences/farm houses (approximately 11, built 1880 – 2006) located 1/4-mile or more from the site. All the surrounding properties are zoned RR Rural Residential ("RR"), with the exception of agricultural land within the city limits of Maize that abut the site's east side.

2. The suitability of the subject property for the uses to which it has been restricted: CU-564, a Conditional Use for a major utility, specifically the Northwest Wastewater Treatment Plant was adopted in 2000. This wastewater facility established a major public utility in the area, which provides an essential service to the area. A Conditional Use may permit a wireless communication facility in the RR zoning area, with conformance to the UZC and the Wireless Communication Master Plan. The proposed facility conforms to most of those guidelines. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production at the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on the RR zoned properties and agricultural activities in the area should be minimized to a degree by the Conditional Use standards of the UZC, which should limit noise, lighting, and other activity from adversely impacting these properties. Improvements to the communication technologies at the facility will benefit the region.

The area needed to be developed for the site is confined within the existing Northwest Wastewater Treatment Plant facility, which in turn is located within the City owned 145-acres planned for parks, fishing ponds and wetlands; the tower site is the smallest proposed development in the 145-acres, which serves as a buffer for the area's agricultural lands. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common feature throughout both the City and County in response to the growth of communication technologies. As presented by Water, and in the opinion of staff, the differences between the mass and silhouette of a self-supporting lattice tower and a monopole built for the microwave signal can be seen as minimal in regards to their impact with the character of the immediate area. As previously stated in staff's opinion a greater impact on the immediate area is the existing Northwest Wastewater Treatment Plant, where the proposed tower will be located.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan requires a Conditional Use for new undisguised ground mounted facilities over 65 feet in height in the SF-5 zoning district, that comply with the compatibility setback standards. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; monopoles are favored over lattice type structures for up to 150 feet and antennas mounted flush to the support structure over triangular "top hat" antenna arrays; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping, walls, and/or fencing and 9) towers painted red and white instead of using strobe lighting. The application appears to meet most of these considerations.

   This proposed amendment #1 would allow a 150-foot tall galvanized steel, lattice, self-supporting, microwave communication tower. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production. The ASR project diverts and treats surplus water from Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for City and the region. The proposed tower and its use provides a needed refinement to the ASR project to ensure future water sources needed for the continued health and growth of the City of Wichita and the area. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common feature in the City and County in response to the growth of communication technologies.

5. Impact of the proposed development on community facilities: FAA approval should ensure that the proposed tower does not detrimentally impact the operation of airports in the vicinity. The tower would be an accessory facility used to provide constant remote

monitoring and control of all planned and future ASR (public) facilities and water production.

BIL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER complimented staff on the information provided which addressed aesthetics as well as cost. He said he would support staff's recommendation. He asked if this issue would cause staff to look at the Wireless Communication Master Plan again.

LONGNECKER said this could open up dialogue between the private sector and Planning staff on the issue of lattice versus monopoles at other cell tower sites. He said the Wireless Communication Master Plan directs that cost is not a factor to be considered in the application process but rather the silhouette and mass and how a proposed tower will impact an area. He said because this tower falls under the Federal Water Securities Act there will be no other antennas or co-locators on it, which is not the case with broadband towers that provide cell phone service and have co-location requirements. He said the merits of monopoles versus lattice towers are usually decided on a case-by-case basis.

MITCHELL referred to the Staff Report regarding security and asked where the proposed park was located with respect to this site.

LONGNECKER referred to the site plan. He said the tower will be located within the walls and fences of the water treatment plant. He said the area is defined by a wall, fence and gate. He said the rest of the site, which includes a fishing pond, is open to the public.

MITCHELL asked how this site is different from the fenced area around the base of any tower.

LONGNECKER said there was very little difference.

MARNELL referred to the consultant's report which he said mentioned that a monopole would cost $128,000 or 2 ½ times more than a lattice structure. He asked if that was for a standard monopole?

LONGNECKER said this particular monopole will have to have a certain structural integrity.

PAUL JOHNSON, PROJECT ENGINEER, R. W. BECK, part of the program management team for the Aquifer Storage and Recovery (ASR) Phase II Project introduced himself and **RICHARD EMANUEL, PROJECT MANAGER, CH2MHILL, INC.** project designer, who he said was present to answer any technical questions on the proposed system.

MARNELL said he understood that they were particularly concerned with sway from a standard monopole antenna in the design of this microwave path. He asked Mr. Emanuel to explain why 8 inches of sway would be of a concern. He clarified not twist or torque, but sway.

EMANUEL said the concern is that the point-to-point microwave is a low power signal with a very narrow beam (1½ beam width) so if the top of the tower, which will have two six-foot

parabolic antennas on it, moves slightly it will take the beam off of the receiving tower at the other end and the signal will be lost.

MARNELL asked if the Planning Commission approves this request with a monopole and the case goes to the City Council, can the Council decide to go the cheaper way with a lattice tower and overrule the Planning Commission's recommendation.

JOE LANG, CHIEF DEPUTY CITY ATTORNEY said yes, the City Council by a two-thirds vote can modify any decision of the Planning Commission. He said since this is a conditional use, it will require an appeal or protest to get the case to the City Council.

MARNELL said with all due respect, moving the beam a few inches one way or the other is not going to make an appreciable difference at the other end. He said what will make a difference is a twist or torque at the tower. He said one of the advantages of cellular monopole pipes is that they are extremely resistant to torque. He said a triangle or square, like a lattice tower on the other hand can torque very easily whereas a circle has a hard time torqueing. He said he guessed they had a significant fade margin built into the paths as well as other options for design if they were concerned with it. He said with a monopole, if you changed the antennas from six-foot to two-foot, the tower could take all kinds of movement and it still won't cause any problems. He said if there was a decibel loss because of the change from six-foot parabolic antennas to two-foot parabolic antennas, you can compensate on the other end by putting up an eight-10-foot dish. He said presenting this as only one option which was a lattice tower is quite disingenuous in his opinion. He said those simply aren't the facts; they are opinions that he doesn't quite understand. He mentioned that when the Wireless Communication Master Plan was adopted it was decided that the City did not want lattice towers within the City and that the existing lattice towers were grandfathered in. He said the overall conclusion was that monopoles are less intrusive structures than lattice towers and that is why the standard has been imposed on anyone wanting to build towers. He said he was interested in an answer to his question on sway versus torque.

EMANUEL said he could not answer Mr. Marnell's question and added that they hired a sub-consultant which was a telecommunications firm to do a detailed analysis of the frequencies required, the fade margins over the distances, and the data rate and reliability that was needed and this proposal was that firm's recommendation. He said he believed the antenna size is tied to the frequency they are using. He said he could provide additional information to answer Mr. Marnell's question at a later date, but he could not respond himself.

MARNELL asked Mr. Emanuel if he was an electrical engineer?

EMANUEL said yes.

MARNELL asked so you don't normally design microwave systems?

EMANUEL said he manages the design but typically they hire sub-consultants to do the evaluation of the radio paths, antennas, frequencies and fade margins.

MARNELL said he will still oppose this as a lattice tower because nothing they have said has changed his mind. He said to make it clear to the people who think this sounds like a lot of technical mumbo jumbo; the antennas are like a focusing device that focuses the beam and sends it out. He said for example if you had a 150-foot tower that swayed 8", the beam would come down. He said this is a case of "if you can dazzle them with facts, baffle them with something else." He said a monopole tower could work fine in this circumstance.

JOHNSON said when the consultants ran the technical analysis they came up with a 4-inch allowable deflection to meet the reliability standard they need for this point-to-point system to be able to function successfully. He briefly reviewed various monopole designs and concluded by stating that was the information they received from their tower manufacturers and technical experts in the field.

MARNELL commented that they might want to look for a new consulting firm. He said he guaranteed them if they had a 150-foot standard design monopole they can achieve a 99.9% path, which equates to one hour downtime per year, by simply changing the antenna.

SHERMAN asked if they considered any other communications systems?

JOHNSON said the consultant looked at everything from fiber to cell phone signals.

EMANUEL said nine different options were reviewed before it was determined that microwave was the most viable option taking into account the location of the facilities and the data rates that were needed. He said an extensive and exhaustive evaluation of options was conducted.

SHERMAN asked if there was a difference in the reliability of the different modes.

EMANUEL said they didn't compare reliability, but added that cell phones are not particularly reliable in the well-field area because of coverage. He said fiber optics would be the most preferred system if cost were not a consideration.

SHERMAN asked about ISDN.

EMANUEL said they do not believe that type of service is available out there. He added that they even looked at satellites as an option.

DOWNING asked if this was going to be a single antenna or was it part of a system?

EMANUEL said this would be part of system with five sites; one at City Hall, one in Sedgwick County and two in Harvey County.

DOWNING asked what type were the other towers that were completed.

EMANUEL said lattice with parabolic antennas.

ROB HARTMAN, PEC, PA, AGENT FOR THE APPLICANT said they are in agreement with staff comments.

DOWNING said although he believes that "what is good for the goose is good for the gander" and that the Commission usually recommends monopoles for most communication towers, he said he thinks they would be remiss if they recommended a different type of tower in a series of 4-5 towers. He said since three to four are already built, he thinks the MAPC should go ahead and recommend that this one be allowed to be lattice as well.

MARNELL commented that he may be batting at a few windmills, but sorry; he cannot go along with that. He said the fact that the other towers are lattice means nothing because there are no requirements for compatibility of towers within any communications system.

> **MOTION:** To approve subject to staff recommendation.
>
> **DOWNING** moved, **SHERMAN** seconded the motion.
>
> **SUBSTITUTE MOTION:** To approve subject to staff recommendation with the change of the tower from lattice to monopole.
>
> **MARNELL** moved, **MITCHELL** seconded the motion.

HILLMAN said as complicated as this has become for those who are not familiar with cell towers; he asked if this item should this be deferred for more information.

HENTZEN said he has learned enough about towers. He suggested the Commission vote on the issue and requested that the question be called.

> **SUBSTITUTE MOTION FAILED** (4-7).
> **DOWNING, FARNEY, FOSTER, HENTZEN, MILLER STEVENS, SHERMAN** and **VAN FLEET** – No.
>
> **ORIGINAL MOTION PASSED** (8-3).
> **KLAUSMEYER, MARNELL** and **MITCHELL** – No.

EXCERPT MINUTES OF THE JANUARY 7, 2010 MAPC HEARING

Case No.: CON2009-43 - City of Wichita – Water Utilities c/o Deb Ary (owner/applicant); PEC, PA, c/o Rob Hartman (agent) Request City Conditional Use Amendment #1 to CU-564 to permit construction of 150' microwave tower for ASR communication on property zoned SF 5 Single-Family Residential on property described as:

A portion of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; more particularly described as follows:
Commencing at the Northeast corner of Lot 1, Block 1, Sewage Treatment Plant No. 3 (NW) Addition, to Wichita, Sedgwick County, Kansas; thence bearing S88°13'24"W, along the North line of said Lot 1, 418.00 feet; thence bearing S00°36'57"W, parallel with the East line of said Lot 1, 150.00 feet, to the point of beginning; thence continuing on a bearing of S00°36'57"W, a distance of 80.00 feet; thence bearing S88°13'24"W, a distance of 170.00 feet; thence bearing N00°36'57"E, a distance of 80.00 feet; thence bearing N88°13'24"E, a distance of 170.00 feet, to the point of beginning.

BACKGROUND: The City of Wichita – Water Utilities (WWU) is seeking to amend CU-564, a Conditional Use that permits a major utility, the Northwest Wastewater Treatment Plant, that is located on land zoned SF-5 Single-family Residential ("SF-5"). This application, amendment #1 to CU-564, would allow the construction of a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site is located in Parcel 1 of the approximately 145-acre Sewage Treatment Plant #3 (NW) Addition, located midway between 37th and 45th Streets North on the east side of 135th Street West. New wireless communication facilities over 65-feet in height in the SF-5 zoning district may be permitted with a Conditional Use.

The applicant has indicated (see attached exhibit #1) that the proposed facility is needed to provide constant remote monitoring and control of all planned and future Aquifer Storage and Recovery ("ASR") facilities and water production. These facilities include City Hall, the City's main water treatment plant (located northwest of downtown Wichita), two (2) surface water treatment plants, two (2) maintenance facilities, over 50 wells and pipeline valves, and diversion wells along the Little Arkansas River. The ASR project diverts and treats surplus water from Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for the City of Wichita and the region. The applicant has referenced the Federal Drinking Water Security Act of 2009, which requires water treatment facilities to implement the same standards of security as chemical facilities. The WWU's Northwest Wastewater Treatment Plant does not allow unauthorized access, and the proposed tower will improve management and security of the facility by better communication technology. This standard of controlled access eliminates co-location of the WWU's antennas on existing towers in the area and will prevent co-location of other communication antennas on the WWU's proposed tower.

The area around the site is mostly active agricultural fields, broken up by the Cowskin creek and its flood zone/wetlands and hedges of trees. There are scattered single-family residences/farm houses (approximately 11, built 1880 – 2006) located 1/4-mile or more from the site. All the

surrounding properties are zoned RR Rural Residential ("RR"), with the exception of agricultural land located within the city limits of Maize that abuts the site's east side.

The site plan shows the tower to be located within the WWU's existing Northwest Wastewater Treatment Plant facility, Parcel 1. The site plan shows the tower site to be setback at least 150 feet from abutting properties; the site meets the compatibility height standards for a wireless facility. This facility is gated with solid screening, landscaping and berms around it; the site meets the screening and landscaping requirements. The tower site will also be screened by the treatment plant's existing buildings, as well as being located a maximum distance from the area's existing single-family residences. The rest of the 145-acre City of Wichita owned property is shown as proposed and existing parks with proposed and existing fishing ponds and proposed and existing public wetlands.

The proposed tower and associated communication frequencies and wattages must meet standards determined by the Federal Aviation Administration (FAA) to pose no hazard to air navigation. The applicant has not provided an analysis of airspace in the area, which must be provided to staff prior to building permits being issued. The applicant has not provided any proposed lighting of the tower, which must meet the FAA requirements for aircraft warning. Section Art. III Sec.III-D.6.g.(5) of the UZC prohibits strobe lighting. The proposed galvanized surface of the tower will blend into the sky more readily than a red or white paint, which meets the intent of the "Design Guidelines" of the "Wireless Communication Master Plan." As noted the proposed tower will not allow co-location for other communication antennas, because of Federal mandated security standards. Art V Sec. V-D.6. of the UZC allows the City Council to modify Supplementary Use Regulations upon receiving a favorable recommendation from the MAPC.

CASE HISTORY: The site was annexed into the City of Wichita in 1999, at that time the site's RR zoning became SF-5. The site was platted as Sewage Treatment Plant #3 (NW), recorded August 15, 2000. CU-564 was adopted February 10, 2000, for a wastewater treatment plant (major utility).

ADJACENT ZONING AND LAND USE:

NORTH:	RR	Agriculture field
SOUTH:	SF-5	Cowskin creek/flood zone/wetland, proposed park, single-family residences
EAST:	City of Maize	Agriculture field
WEST:	RR	Agriculture field, Cowskin creek/flood zone, single-family residences

PUBLIC SERVICES: Although no municipally supplied public services are required, all utilities are available to the site. The site has access to 135th Street West, a paved two-lane county highway. The 2030 Transportation Plan shows no change to the current status of this road.

CONFORMANCE TO PLANS/POLICIES: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless

communication facilities. The Location Guidelines of the Wireless Communication Master Plan requires a Conditional Use for new undisguised ground mounted facilities over 65-feet in height in the SF-5 zoning district, that comply with the compatibility setback standards. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; monopoles are favored over lattice type structures for up to 150-feet and antennas mounted flush to the support structure over triangular "top hat" antenna arrays; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping, walls, and/or fencing and 9) towers painted red and white instead of using strobe lighting. The application appears to meet most of these considerations.

This proposed amendment #1 would allow a 150-foot tall galvanized steel, lattice, self-supporting, microwave communication tower. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production. The ASR project diverts and treats surplus water from the Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for City and the region. The proposed tower and its use provides a needed refinement to the ASR project to ensure future water sources needed for the continued health, safety and growth of the City of Wichita and the area. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common landscape feature in response to the growth of communication technologies.

RECOMMENDATION: Based upon these factors and the information available prior to the public hearing, planning staff recommends that amendment #1 of CU-564 be APPROVED subject to the following conditions:

A. Allow a 150-foot tall, galvanized steel, lattice, self-supporting, microwave communication tower. The 70-foot (x) 80-foot tower site shall be located in CU-564's Parcel 1, of Lot 1, Block 1, the Sewage Treatment Plant #3 (NW) subdivision.
B. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met, with the exception of waiving the co-location requirement; Art. III Sec. III.D.6.g-8.
C. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
D. The support structure shall be a "lattice" design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare. Antennas mounted flush to the support structure are preferred over triangular "top hat" antenna arrays and the applicant needs to demonstrate why the "flush" arrangement does not work.
E. The tower shall be lighted per FAA regulations. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.

F. The tower site located within Parcel 1 of CU-564 (Sewage Treatment Plant #3 (NW) Addition) shall be developed in general conformance with the approved site plan.
G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area around the site is mostly active agricultural fields, broken up by the Cowskin creek and its flood zone/wetlands and hedges of trees. There are scattered single-family residences/farm houses (approximately 11, built 1880 – 2006) located 1/4-mile or more from the site. All the surrounding properties are zoned RR Rural Residential ("RR"), with the exception of agricultural land within the city limits of Maize that abut the site's east side.

2. The suitability of the subject property for the uses to which it has been restricted: CU-564, a Conditional Use for a major utility, specifically the Northwest Wastewater Treatment Plant was adopted in 2000. This wastewater facility established a major public utility in the area, which provides an essential service to the area. A Conditional Use may permit a wireless communication facility in the RR zoning area, with conformance to the UZC and the Wireless Communication Master Plan. The proposed facility conforms to most of those guidelines. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production at the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on the RR zoned properties and agricultural activities in the area should be minimized to a degree by the Conditional Use standards of the UZC, which should limit noise, lighting, and other activity from adversely impacting these properties. Improvements to the communication technologies at the facility will benefit the region. The area needed to be developed for the site is confined within the existing Northwest Wastewater Treatment Plant facility, which in turn is located within the City owned 145-acres planned for parks, fishing ponds and wetlands; the tower site is the smallest proposed development in the 145-acres, which serves as a buffer for the area's agricultural lands. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common landscape feature in response to the growth of communication technologies.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan requires a Conditional Use for new undisguised ground mounted facilities over 65-feet in height in the SF-5 zoning

district, that comply with the compatibility setback standards. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible; 2) minimize the height, mass, or proportion; 3) minimize the silhouette; monopoles are favored over lattice type structures for up to 150-feet and antennas mounted flush to the support structure over triangular "top hat" antenna arrays; 4) use colors, textures, and materials that blend in with the existing environment; 5) be concealed or disguised as a flagpole, clock tower, or church steeple; 6) be placed in areas where trees and/or buildings obscure some or all of the facility; 7) be placed on walls or roofs of buildings; 8) be screened through landscaping, walls, and/or fencing and 9) towers painted red and white instead of using strobe lighting. The application appears to meet most of these considerations.

This proposed amendment #1 would allow a 150-foot tall galvanized steel, lattice, self-supporting, microwave communication tower. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR facilities and water production. The ASR project diverts and treats surplus water from Little Arkansas River for recharge of the Equus Beds aquifer, a source of water for City and the region. The proposed tower and its use provides a needed refinement to the ASR project to ensure future water sources needed for the continued health and growth of the City of Wichita and the area. The proposed tower is not out of character with the area's or Sedgwick County's rural character, as communication towers have become a more common landscape feature in response to the growth of communication technologies.

5. Impact of the proposed development on community facilities: FAA approval should ensure that the proposed tower does not detrimentally impact the operation of airports in the vicinity. The tower would be an accessory facility used to provide constant remote monitoring and control of all planned and future ASR (public) facilities and water production.

BILL LONGNECKER, Planning Staff presented the Staff Report.

FOSTER referred to page 3 of the Staff Report, specifically, Conformance to Plans/Policies and commented that only two of the nine criteria set out are actually met. He said he did not see a 150-foot cell tower in a rural landscape as preserving the pre-existing character of the area. He said it appeared that the visual appearance and impact of the towers was being "sugar coated" in order to get them approved. He said he thought the focus should be more on the functionality and need for the facility. He said he re-read the Wireless Communications Master Plan which indicated that as of 2000, there were approximately 150 towers/facilities in existence. He mentioned the three different approaches and phases to getting communication systems built out over time. He said in terms of the Staff Report, it struck him as odd, trying to make these things accepted as going into rural character and they really are not. He asked what was the rational for a 150-foot tower.

LONGNECKER respectfully disagreed that the report tried to sugar coat the request and said the 150-foot tower was needed meet the communication requirements of the ASR Project for monitoring their sites. He also pointed out that report said that towers have become a more

common development in the county, typically as cell phone use has caused an expansion of towers needed to provide service. He mentioned that there were a cluster of established towers, some over 1,000-feet located in the county near Colwich and that any structure that goes up beyond the horizon is probably out of character with the flat profile of the land. He said you can't get around fact that towers are typically an obtrusive feature to an area, but added that design considerations were a way to try to address that. He said monopoles are the least intrusive, but that a lattice tower was needed to provide the stability the ASR communications needs to relay information. He also noted that because of security considerations that the applicant was also asking for a waiver of the co-location requirement.

FOSTER said the statement "becoming a more common landscape feature" with regards to the growth of technology is misleading because when people think of landscape, they are usually thinking of natural elements. He said there is a functional need for these facilities and at some point they are going to have to face the fact that there are just too many towers. He said he did not think they were there yet, but he said he was going to keep bringing up the question as the Commission looks at these requests because it seemed to him that the requests are walked right on through the process and approved every time.

MARNELL asked if this was in a growth area.

LONGNECKER responded that the property is owned by the City of Wichita and is outside any small city growth area although it abuts Maize on the east side.

MARNELL clarified that it outside 2030 Growth Area of the City of Wichita and Small Cities as well.

DIRECTOR SCHLEGEL said the area was inside the City limits so the growth area boundaries are not relevant. He added that this was the site of the northwest waste water treatment plan and that the area was anticipated for growth within the 2030 timeframe.

MARNELL commented that this tower was going to be sitting next to a residential area so it certainly should not be a lattice tower. He said if it was located out in a fully rural area then it would be different. He said if this was a cellular carrier and they were anticipating growth in that area, a monopole would be installed instead of a lattice tower. He said this is being exempted from being a monopole and he assumes it is because there is no anticipated development in the area.

MARCIA BRUNGARDT, 10917 WEST FIRST STREET, 67212 said she co-owns the property directly to the north of the proposed tower. She said she has two concerns. She said this area may be developed at some point in the future even though there are no plans at the moment; however, she said 2030 is 20 years from now and that they may sell to a developer and she is concerned that this proposed tower may make her property worth less because of it close proximity to housing. She said her other concern is water in the area. She said when the City built the sewage treatment plant they installed a berm which diverted the water from flowing into the creek and that it now flows across the land and floods a portion of it, which can't be farmed because of the berm. She said she believes they cannot farm approximately 5 acres because of

the berm. She asked if constructing a tower as located will cause further problems with water drainage, and added that the Staff Report mentioned diverting water, but she did not know where they plan on diverting it to. She said she is concerned about how the tower will look, decreasing the value of her land, and flooding and water drainage issues. She concluded by suggesting that the tower be placed at another spot on the property instead of the northeast corner. She added that someone is living in the house on the property.

ROBERT HARTMAN, PEC, P.A., AGENT FOR THE APPLICANT said the location of the tower was within a walled area of the treatment plant for security purposes. He said they have no plans of changing the grades in the area so this installation should not affect drainage. He said the location was selected by the consultant and its relationship to the plant and how it will tie into controls that are on the property now. He said this tower will help the Water Department to remotely control ASR projects. He said this installation also had to meet the requirement of the Federal Drinking Water Security Act which requires that it be within a secured location which is why it is located inside the walled compound of the treatment plan. He concluded by stating that they are in agreement with staff comments.

MARNELL asked Mr. Hartman to comment on the lattice tower versus the monopole tower, if he was qualified to do so.

HARTMAN stated that the consultant requested a lattice tower for the site; however, he was not qualified to say why.

MARNELL asked Mr. Hartman if he knew who would be qualified to answer that question.

HARTMAN said he would have to check with someone in Water Utilities.

DIRECTOR SCHLEGEL asked if this tower was part of the City's Point-to-Point System.

LONGNECKER said it may be a peripheral part of that project. He said they have visited with different City Departments about the monopole versus the lattice tower and that they have correspondence from the engineering groups that are participating in the projects that the lattice tower provides a more stable platform for this type of signal as opposed to the microwave signals used by cell phones. In addition, he said there was an economic consideration, which he acknowledged has been taken out of deliberations on the towers.

MARNELL said with all due respect that is not correct. He said he would like to hear from someone who has knowledge of this. He said it seemed to him that the City requires cellular carriers to use monopoles which in many cases are more expensive, but we don't require the City to do so, and that does not strike him as quite correct.

LONGNECKER said he thought that was a reasonable consideration and that it has been part of the dialogue and will be part of the dialogue on future towers.

MARNELL said he didn't think it should be for future tower discussion. He said this whole area is not far from land that is being developed now. He said they have difficulty doing

anything with the lattice towers that have existed prior to the Wireless Communication Plan. He said since the Wireless Communication Plan was developed, the only lattice towers that have been installed have been in very rural areas like Mt. Hope, everything else has been monopoles even though it may have been cheaper to install lattice towers. He said it seems like there is a double standard. He concluded by saying that the technical answer doesn't jive for him and that he was qualified to understand that.

> **MOTION:** To defer the item until Water Utilities provides proper documentation and/or information as to why a monopole would not be effective at this location.
>
> **MARNELL** moved, **DENNIS** seconded the motion, and it carried (13-0).

FOSTER referenced the Staff Report and asked if the FAA approval that was needed typically came following action by the MAPC.

LONGNECKER said it could come either before or after Planning Commission consideration. He said typically the applicant has checked with the FAA prior on tower height and non-interference of signals prior submitting application for rezoning.

FOSTER commented that he believed there were some flight patterns through this area headed south.

MCKAY asked for clarification on the motion.

The Chair noted that the motion was to defer the item until Water Utilities provides proper documentation and/or information as to why a monopole would not be effective at this location.

Agenda Item No. V-1

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: ZON2010-00005 Associated with CON2010-00009 – Request City zone change from GC General Commercial to LI Limited Industrial and City Conditional Use for wrecking and salvage; generally located north of MacArthur Road and 3,000 feet east of Broadway Street (1100 E. MacArthur Road). (District III)

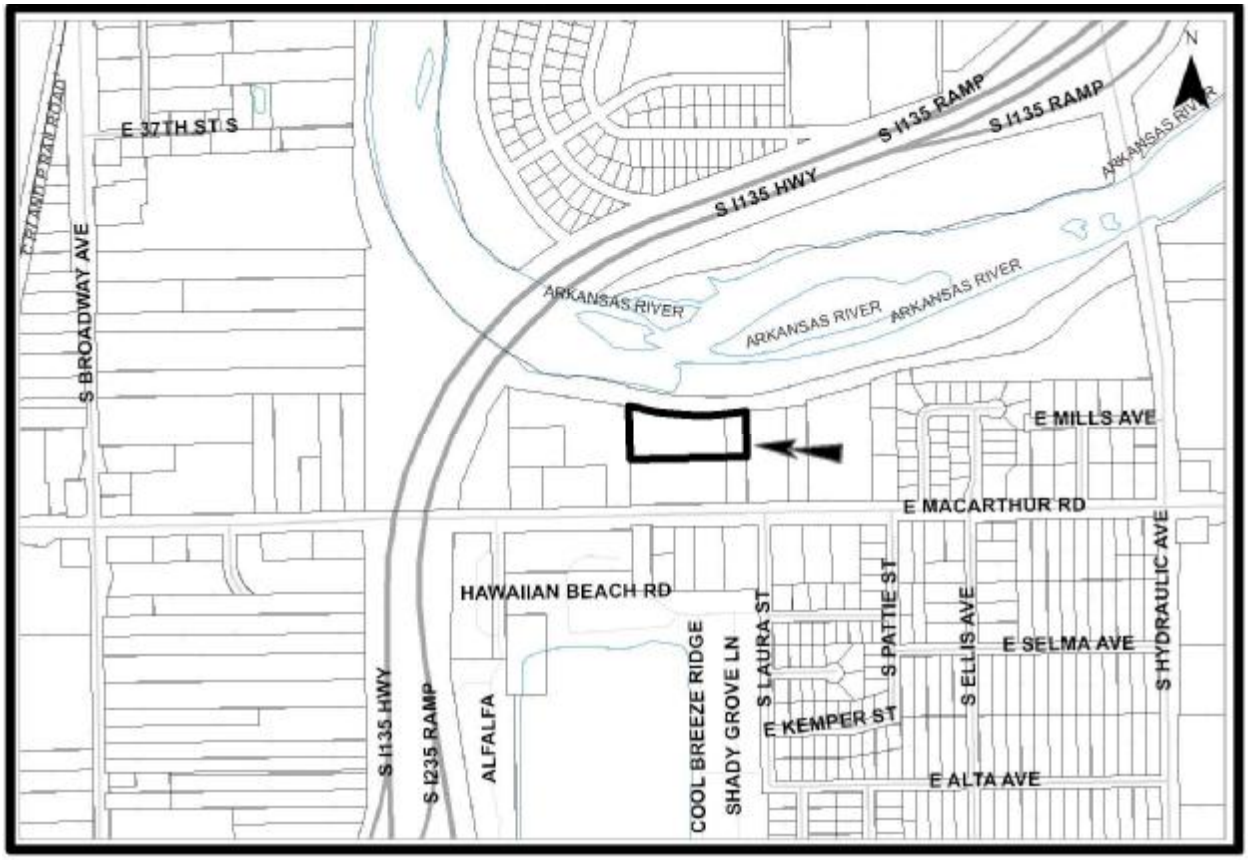
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to conditions (10-1).

MAPD Staff Recommendation: Approve, subject to conditions.

DAB Recommendation: Approve, subject to conditions (9-0).



BACKGROUND: This is a request for a zone change from GC General Commercial ("GC") to LI Limited Industrial ("LI") and a Conditional Use for Wrecking/Salvage Yard. The three-acre site is located north of MacArthur Road about two/thirds mile east of Broadway and one-fifth mile east of the I-135 overpass. The property adjoins the Arkansas River to the north. Currently, the application area is part of a larger site used as a contractor's office and storage yard, which is a permitted use in the GC zoning district. The applicant would like to add Wrecking/Salvage on the north half of the site, which requires LI zoning and a Conditional Use.

Wrecking/Salvage Yard is a Conditional Use allowed in the LI subject to the Unified Zoning Code ("UZC") supplementary use regulations of Article III, Section III-D.6.e., including:
(1) it cannot be abutting an arterial street, expressway or freeway, (2) in the opinion of the Planning Commission, will not adversely affect the character of the neighborhood, and (3) is enclosed by a fence or wall not less than eight feet in height and having cracks and openings in excess of five percent of the area of such fence (or wall).

The site plan shows the Conditional Use as occupying the northern part of a tract currently owned and operated as a landscape contractor's office and storage yard. The south 220 feet abutting MacArthur Road would remain zoned GC and continue in this use.

A nonconforming salvage yard located on property zoned GC abuts the east property line of the application area. This site is operated as Auto Recyclers of Kansas, and it is staff's understanding that if this request is approved, Auto Recyclers of Kansas will expand some of their operations to the subject site. Auto Recyclers of Kansas present nonconforming site was not included in the application for the zone change and Conditional Use, leaving part of the business nonconforming. Further to the east, there is a restaurant zoned GC and a manufactured home park zoned MH Manufactured Housing ("MH"). To the west, is a self-service warehouse zoned GC, bordered by a vehicle storage yard, also zoned GC. Two single-family residences on property zoned SF-5 Single-Family Residential ("SF-5") are located directly south of the site along MacArthur Road, and another residence is on property zoned GC. An open field zoned GC appears to be overflow storage for the contractor business. A new senior apartment project is under construction on property zoned LC Limited Commercial ("LC") to the southeast of the intersection of MacArthur Road with Laura Street, and another manufactured home park on property zoned LC and MH is located south and southeast of MacArthur Road. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.

Analysis: At the District III Advisory Board ("DAB") meeting held March 3, 2010, the DAB voted (9-0) to approve subject to staff recommendations, including limiting operation's to dismantling, storage and shipping of the salvage materials. Concerns discussed by DAB members included rewarding past bad behavior, environmental concerns due to proximity near the river, noise and screening. At the MAPC meeting held March 18, 2010, the MAPC voted (10-1) to approve subject to recommendations as recommended by the DAB. Concerns included screening and if the fence encroaching into the floodway on the site plan would need to be moved. No citizens were present to speak on the case, although one neighbor had sent a letter of opposition. No protests have been received.

The recommendations of MAPC are to **APPROVE** the request subject to the following conditions:

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e., including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening on all sides. The site plan shall be revised to include setbacks, utility easements and demonstrate how the site will be accessed.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.

5. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
6. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
7. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
8. The applicant shall maintain at all times an active program for the eradication and control of rodents.
9. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
10. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
11. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
12. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
13. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
14. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
15. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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 zone change and Conditional Use subject to the recommended conditions; place the ordinance on first reading.

2. Return the application to the MAPC for reconsideration.
(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

OCA CODE 150004

ORDINANCE NO. 48-726

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. ZON2010-00005

Zone change from GC General Commercial to LI Limited Industrial on property described as:

Lot 1, Slaughter Addition, Wichita, Kansas, EXCEPT the South 225 feet thereof; TOGETHER WITH Lot 1, Wilson and Brown Second Addition, Wichita, Sedgwick County, Kansas, EXCEPT the South 225 feet thereof, generally located north of MacArthur Road, 3,000 feet east of Broadway Street (1100 E. MacArthur Road).

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 AT WICHITA, KANSAS, April 27th, 2010.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____

OCA CODE 150004

Gary E. Rebenstorf, City Attorney

RESOLUTION NO. 10-104

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A WRECKING/ SALVAGE YARD, ON APPROXIMATELY 3 ACRES ZONED LI LIMITED INDUSTRIAL ("LI"), GENERALLY LOCATED NORTH OF MACARTHUR ROAD, 3,000 FEET EAST OF BROADWAY STREET (1100 EAST MACARTHUR ROAD), WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 48-451, AS AMENDED.

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

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a Wrecking/Salvage Yard, on approximately 3 acres zoned LI Limited Industrial, subject to the conditions listed below:

Case No. CON2010-00009

A Conditional Use to permit a Wrecking/Salvage Yard on approximately 3 acres zoned LI Limited Industrial.

Lot 1, Slaughter Addition, Wichita, Kansas, EXCEPT the South 225 feet thereof; TOGETHER WITH Lot 1, Wilson and Brown Second Addition, Wichita, Sedgwick County, Kansas, EXCEPT the South 225 feet thereof, generally located north of MacArthur Road, 3,000 feet east of Broadway Street (1100 East MacArthur Road).

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening on all sides. The site plan shall be revised to include setbacks, utility easements and demonstrate how the site will be accessed.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
5. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
6. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
7. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
8. The applicant shall maintain at all times an active program for the eradication and control of rodents.
9. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
10. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
11. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil

testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

12. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
13. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
14. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
15. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date April 20, 2010.

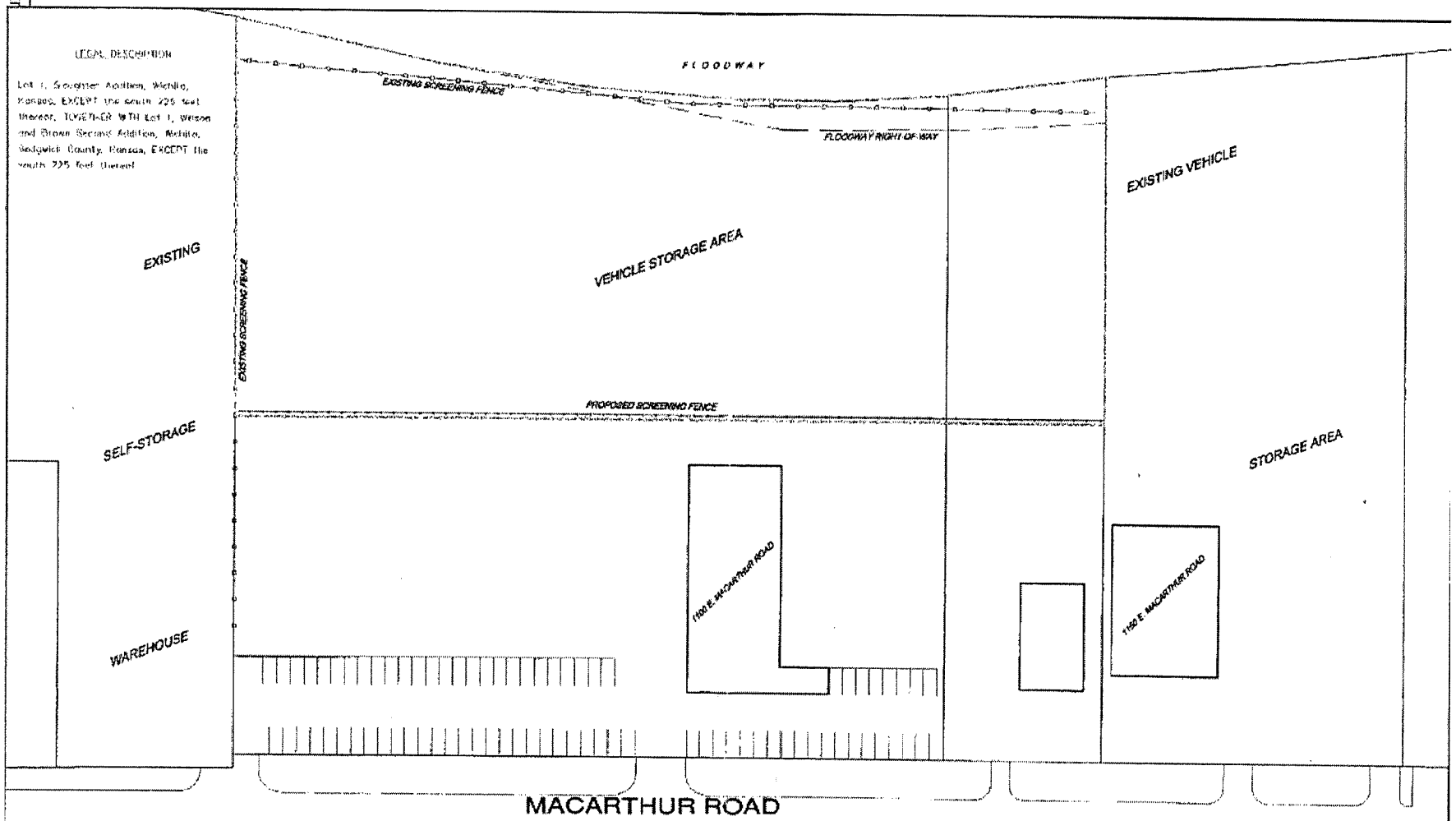
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney



SCALE: 1" = 60'

SITE PLAN - CON2010-??

AUTO RECYCLERS OF KANSAS, INC.

Baughman

EXCERPT OF THE MARCH 18, 2010 MAPC HEARING

Case No.: ZON2010-05 and CON2010-09 - Biehler Properties, LLC c/o James Biehler (owner); Baughman Company, PA c/o Russ Ewy (agent) requests a City zone change from GC General Commercial to LI Limited Industrial and City Conditional Use to permit wrecking and salvage.

Lot 1, Slaughter Addition, Wichita, Kansas, EXCEPT the South 225 feet thereof; TOGETHER WITH Lot 1, Wilson and Brown Second Addition, Wichita, Sedgwick County, Kansas, EXCEPT the South 225 feet thereof, generally located north of MacArthur Road, 3,000 feet east of Broadway Street (1100 East MacArthur Road).

BACKGROUND: This is a request for a zone change from GC General Commercial ("GC") to LI Limited Industrial ("LI") and a Conditional Use for Wrecking/Salvage Yard. The three-acre site is located north of MacArthur Road about two/third mile east of Broadway and one-fifth mile east of the I-135 overpass. The property adjoins the Arkansas River to the north. Currently the application area is part of a larger site used as a contractors office and storage yard, which is a permitted use in the GC zoning district. The applicant would like to add Wrecking/Salvage on the north half of the site, which requires LI zoning and a Conditional Use.

Wrecking/Salvage Yard is a Conditional Use allowed in the LI subject to the Unified Zoning Code ("UZC") supplementary use regulations of Article III, Section III-D.6.e., including:
(1) it cannot be abutting an arterial street, expressway or freeway, (2) in the opinion of the Planning Commission, will not adversely affect the character of the neighborhood, and (3) is enclosed by a fence or wall not less than eight feet in height and having cracks and openings in excess of five percent of the area of such fence (or wall).

The site plan shows the Conditional Use as occupying the northern part of a tract currently owned and operated as a landscape contractor's office and storage yard. The south 220 feet abutting MacArthur Road would remain zoned GC and continue in this use.

A nonconforming salvage yard located on property zoned GC abuts the east property line of the application area. This site is operated as Auto Recyclers of Kansas and it is staff understanding that if this request is approved, Auto Recyclers of Kansas will expand some of their operations to the subject site. Auto Recyclers of Kansas present nonconforming site was not included in the application for the zone change and conditional use, leaving part of the business nonconforming. Further to the east, there is a restaurant zoned GC and a manufactured home park zoned MH Manufactured Housing ("MH"). To the west is a self-service warehouse zoned GC, bordered by a vehicle storage yard, also zoned GC. Two single-family residences on property zoned SF-5 Single-Family Residential ("SF-5") are located directly south of the site along MacArthur Road, and another residence is on property zoned GC. An open field zoned GC appears to be overflow storage for the contractor business. A new senior apartment project is under construction on property zoned LC Limited Commercial ("LC") to the southeast of the intersection of MacArthur Road with Laura Street, and another manufactured home park on property zoned LC and MH is located south and southeast of MacArthur Road. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.

CASE HISTORY: The property is platted as Slaughter Addition, recorded April 21, 1969, and Wilson and Brown Second Addition, recorded September 16, 1966.

ADJACENT ZONING AND LAND USE:

NORTH:	Unzoned, SF-5	Arkansas River, I-135, single-family residential

SOUTH:	SF-5, LC, MH, GC	Single-family residential, manufactured home park, apartments, open storage
EAST:	GC, MH	Salvage yard, restaurant, manufactured home park
WEST:	GC	Mini-storage warehouse, vehicle storage yard, I-135

PUBLIC SERVICES: The application area is part of a site that has access to MacArthur Road, a principal arterial street that is four lanes with a raised median and a center turn lane between Broadway and Hydraulic. I-135 crosses over MacArthur but has no access to it. Traffic volumes at MacArthur and Broadway were approximately 12,000 AADT (annual average daily traffic) in 2007.

CONFORMANCE TO PLANS/POLICIES: The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan classifies the general location as appropriate for "local commercial" development. Wrecking/salvage yards are an inappropriate use for this classification. However, there is an existing nonconforming salvage operation located to the east; in such circumstances the MAPC has often viewed similar requests as an expansion of an existing use, and allowed the request despite the map designation.

The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to an arterial and the other uses north of MacArthur are more intensive than normally associated with local commercial designation. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located across from three isolated residences (one is on commercial zoning), and near some manufactured home parks. The application area is located near the new senior apartments under construction to the southeast but the apartments are being constructed on LC zoned land and they are located farther from this site than the existing nonconforming salvage operation.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to the following conditions:

1. The Conditional Use shall permit the dismantling, storage and shipping of motor vehicles, appliances and other industrial scrap materials.

2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan. The site plan shall be revised to provide screening on all sides. The site plan shall be revised to include setbacks, utility easements and demonstrate how the site will be accessed.

3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.

4. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.

5. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.

6. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.

7. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall organized and be

installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.

8. The applicant shall maintain at all times an active program for the eradication and control of rodents.

9. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.

10. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.

11. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.

12. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.

13. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.

14. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.

15. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

The staff's recommendation is based on the following findings:

1. <u>The zoning, uses and character of the neighborhood:</u> The site plan shows the Conditional Use as occupying the northern part of a tract currently owned and operated as a landscape contractor's office and storage yard. The south 220 feet abutting MacArthur Road would remain zoned GC and continue in this use. A nonconforming salvage yard located on property zoned GC abuts the east property line of the application area. Further to the east, there is a restaurant zoned GC and a manufactured home park zoned MH Manufactured Housing ("MH"). To the west is a self-service warehouse zoned GC, bordered by vehicle storage yard, also zoned GC. Two single-family residences on property zoned SF-5 Single-Family Residential ("SF-5") are located directly south of the site along MacArthur Road, and another residence is on property zoned GC. An open field zoned GC appears to be overflow storage for the contractor business. A new senior apartment project is under construction on property zoned LC Limited Commercial ("LC") located to the southeast of the intersection of MacArthur Road with Laura Street, and another manufactured home park on property zoned LC and MH is located

south and southeast of MacArthur Road. The Arkansas River is located directly north of the site, including the Wichita-Valley Center Riverside Levee.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned GC and could continue to be used with this zoning, similar to the other GC-type uses along MacArthur.

3 Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on nearby property are lessened by the recommended conditions of approval, which include screening and monitoring of environmental impacts. These are particularly important due to the proximity of the site to the river. The presence of the existing nonconforming salvage operation on the east means that it is not introducing a new use to the area.

4. Conformance of the requested change to adopted or recognized Plans/Policies: The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan classifies the general location as appropriate for "local commercial" development. Wrecking/salvage yards are an inappropriate use for this classification. However, there is an existing nonconforming salvage operation to the east, which, has in the past been viewed as an expansion of an existing use, and allowed despite the map designation. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to an arterial and the other uses north of MacArthur are more intensive than normally associated with local commercial designation. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located across from three isolated residences (one is on commercial zoning), and near some manufactured home parks. It is near the new senior apartments under construction to the southeast but the apartments are being constructed on LC zoned land and they are located farther from this site than the existing nonconforming salvage operation.

5. Impact of the proposed development on community facilities: All utilities are available to the site. The use of this property should have limited impact on community facilities.

DONNA GOLTRY, Planning Staff presented the Staff Report. She reported that DAB III recommended approval subject to conditions as stated in the Staff Report. She referred to the letter of opposition received from the neighbor to the south with pictures. She commented that the neighbor wanted a better fence.

MITCHELL requested clarification of condition #1.

GOLTRY commented that condition #1originally had an expanded list of activities, including crushing, baling, etc. but the activities were limited to as stated in the staff report at the DAB meeting.

MITCHELL asked if the agent accepted that?

GOLTRY said yes, but that she thought the agent would like to clarify.

RUSS EWY, BAUGHMAN COMPANY, PA, AGENT FOR THE APPLICANT apologized for pulling this item off the Consent Agenda. He said they are in agreement with staff comments he simply misread the Staff Report. He explained that there was an expanded list of uses that fall under a wrecking/salvage operation, but. he said this particular operation takes in cars that have been totaled and

removes parts such as transmissions, upholstery, etc. and leaves the shell which will eventually be moved off the property when all the parts are used.

HILLMAN asked if the applicant was interested in fixing and repairing his fence.

EWY said that is correct. He said there is new fencing along the front of the operation. He commented that the property owner Mr. Beihler contacted Ms. Martin the day after her letter was received and addressed her concerns.

HILLMAN clarified not just meet Ms. Martin's concern's but City guidelines that vehicles will not be visible as well.

FOSTER asked about the existing fence encroachment into floodway right-of-way.

GOLTRY said the applicant will have to come into compliance with all requirements. She said if it is in violation it will need to be moved. She said they still have to comply with all other regulatory bodies such as floodway, waste materials, etc.

> **MOTION:** To approve subject to staff recommendation.
>
> **MARNELL** moved, **HENTZEN** seconded the motion, and it carried (10-1).
> **HILLMAN** – No.

HANDOUT 3-18-10 MAPC ITEM # 6

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Janet Johnson, Neighborhood Assistant, District III

SUBJECT: **ZON2010-00005 and CON2010-00009 Limited Industrial Conditional Use for Wrecking/Salvage Yard**

DATE: March 15, 2010

On Wednesday, March 3, 2010, the District III Advisory Board considered a request for: ZON2010-00005 and CON2010-00009 Limited Industrial Conditional Use for a Wrecking/Salvage Yard at 1100 E. MacArthur Road.

The DAB Members were provided the MAPD staff comments for review.

The District Advisory Board members had the following concerns 1) the applicant has been in violation of City ordinances in the past; is approving this conditional use rewarding past bad behavior? 2) environmental concerns due to proximity to the river. Members of the public had the following concerns1) additional noise 2) appropriate screening.

The DAB members voted 9-0 to accept the recommendation of staff for approval with the outlined conditions, and a staff-recommended amendment to the first condition.

Please review this information when ZON2010-00005 and CON2010-0009 are considered.

3-4-2010

Wichita City Clerk
455 N. Main St.
13th Floor
Wichita, KS

RECEIVED
MAR 08 '10
CITY CLERK OFFICE

Re: rezoning application

TO WHOM IT MAY CONCERN:

I, Joan Martin, am a lifelong resident of the 1100 block of East McArthur Rd. (69 years). My husband, Robert and I have owned and lived in our home at 1115 E. McArthur Rd. since 1963. We have worked hard to keep our home and surrounding ground looking nice. This is due South of the property requesting the rezoning.

We have seen many changes over the years, not desirable but mostly tolorable and have not complained too much. After talking to Planning Dept. staff member, Donna Goltry, we feel defeated as we have been many times in the past by situations similar to this one. Donna talked of the requirements imposed on the salvage yard- 8 ft. fence so no salvaged vehicles would be visible and other rules. Do you really think that all engines, transmissions and differentials have been removed from these cars and the oil and antifreeze drained and disposed of properly. Maybe you should go and inspect them. The ground in salvage yards is infected with waste oil and antifreeze. We took the enclosed pictures of the salvage yard as it is today. We have marked on the back of the pictures to show where this was taken. It doesn't look like they are following rules to us. The fence, if you want to call it a fence, is not 8 ft. high and cars are definitely visible over the top of the fence. The salvage yard uses the lot across the street to temporarily put wrecked cars. They are carried across McArthur Rd. with a rubber tired loader with forks on it. They often have lots of salvaged cars parked in front of their building as you can see in one of the pictures.

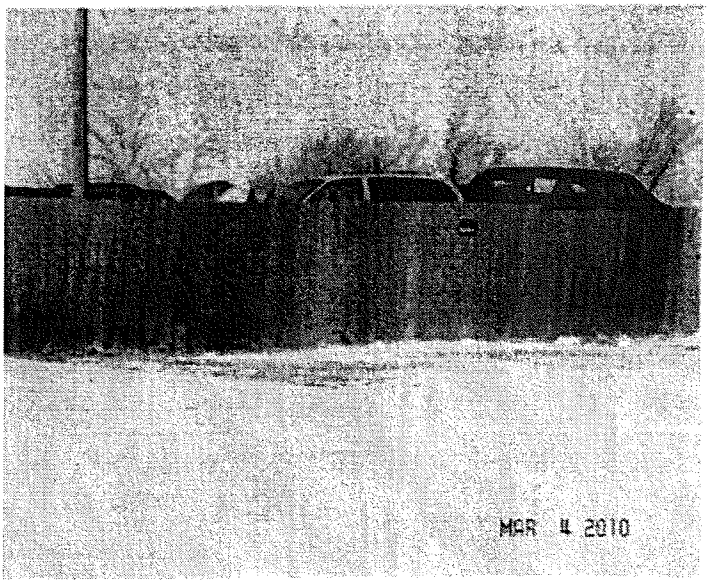
We are greatly opposed to this rezoning and the purposed use of this property. It will greatly devalue our property. We're sure our opposition will go unnoticed. If this is approved, and we're sure it will be, then we think they should be required to put up an attractive solid fence such as is on the Hydraulic side of Cornejo and Sons only alot higher. We don't think any of you would like to look at something like their existing yard all the time. I hope we do not have to die looking at a salvage yard with an ugly metal fence with cars towering over the top.

PLEASE CONSIDER OUR CONCERNS.

Robert and Joan Martin

Robert and Joan Martin
1115 E. McArthur Rd.
Wichita, KS 67216
(316) 524-5615

This is in front of the business. These cars sit there for many days



This is over the East side. The people that live in the trailer court see this.

This is over the North side of the salvage yard. So the fence 8 ft. high?

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: SUB2008-00011 -- Plat of Falcon Falls East Addition located on the east side of Hillside, south of 53rd Street North. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This site, consisting of 98 lots on 59.92 acres, has been annexed into Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and drainage improvements. Restrictive Covenants have been submitted for the ownership and maintenance of the proposed reserves. This plat includes platting narrow street right-of-way with adjacent 15-foot street drainage and utility easements; therefore, a Restrictive Covenant was submitted outlining restrictions for lot-owner use of these easements. A Restrictive Covenant was also submitted to provide four (4) off-street parking spaces per lot that abuts a 32 or 58-foot street.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

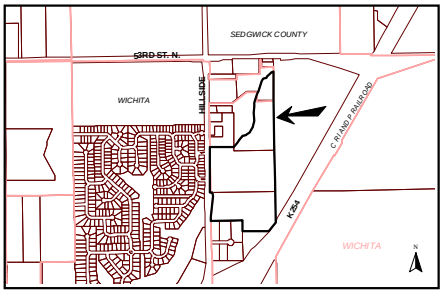
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: None.



132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-106

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90474 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 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 448-90474 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 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 448-90474 (east of Hillside, south of 53rd St. North).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Seventy Thousand Dollars ($170,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 1 through 7, Block A
Lots 1 through 40, Block B
Lots 1 through 6, Block C

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 fractional basis.

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block A, Lots 1 through 40, Block B, and Lots 1 through 6, Block C, FALCON FALLS EAST ADDITION shall each pay 1/53 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-107

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90475 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 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 448-90475 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 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 448-90475 (east of Hillside, south of 53rd St. North).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Thirty-Seven Thousand Dollars ($137,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 8 through 34, Block A
Lots 41 through 57, Block B

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 fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 8 through 34, Block A, and Lots 41 through 57, Block B, FALCON FALLS EAST ADDITION shall each pay 1/44 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-108

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 12, MAIN 13, SANITARY SEWER NO. 23 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84672 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 LATERAL 12, MAIN 13, SANITARY SEWER NO. 23 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84672 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 12, Main 13, Sanitary Sewer No. 23 (east of Hillside, south of 53rd St. North) 468-84672.

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 in Section 1 hereof is estimated to be Three Hundred Ninety-One Thousand Dollars ($391,000) 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 1 through 8, Block A
Lots 1 through 47, Block B
Lots 1 through 6, Block C

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 fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 8, Block A, Lots 1 through 47, Block B, and Lots 1 through 6, Block C, FALCON FALLS EAST ADDITION shall each pay 1/61 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-109

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 13, MAIN 13, SANITARY SEWER NO. 23 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84673 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 LATERAL 13, MAIN 13, SANITARY SEWER NO. 23 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84673 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 13, Main 13, Sanitary Sewer No. 23 (east of Hillside, south of 53rd St. North) 468-84673.

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 in Section 1 hereof is estimated to be Two Hundred Twenty-Three Thousand Dollars ($223,000) 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 March 1, 2010, 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:

<u>FALCON FALLS EAST ADDITION</u>
Lots 9 through 34, Block A
Lots 48 through 57, Block B

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 fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 9 through 34, Block A, and Lots 48 through 57, Block B, <u>FALCON FALLS EAST ADDITION</u> shall each pay 1/36 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-110

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 367 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84674 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 IMPROVING STORM WATER DRAIN NO. 367 (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 468-84674 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 367 (east of Hillside, south of 53rd St. North) 468-84674.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seven Hundred Forty-One Thousand Dollars ($741,000) 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 1 through 34, Block A
Lots 1 through 57, Block B
Lots 1 through 6, Block C

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 fractional basis:

> The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 34, Block A, Lots 1 through 57, Block B, and Lots 1 through 6, Block C, FALCON FALLS EAST ADDITION shall each pay 1/97 of the total cost of the improvements.

In the even all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-111

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON THUNDER FROM THE WEST LINE OF THE PLAT EAST TO THE WEST LINE OF VASSAR; AND ON VASSAR FROM THE SOUTH LINE OF THUNDER, NORTH TO THE NORTH LINE OF LOT 7, BLOCK A, AND ON THUNDER CIRCLE FROM THE SOUTH LINE OF THUNDER, SOUTH AND EAST TO AND INCLUDING THE CUL-DE-SAC; ON VASSAR COURT (LOTS 10 THROUGH 23, BLOCK B), FROM THE EAST LINE OF VASSAR EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON VASSAR COURT (LOTS 24 THROUGH 40, BLOCK B) FROM THE EAST LINE OF VASSAR EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON THUNDER AND VASSAR AVENUE (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 472-84892 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 AUTHORIZING CONSTRUCTING PAVEMENT ON THUNDER FROM THE WEST LINE OF THE PLAT EAST TO THE WEST LINE OF VASSAR; AND ON VASSAR FROM THE SOUTH LINE OF THUNDER, NORTH TO THE NORTH LINE OF LOT 7, BLOCK A, AND ON THUNDER CIRCLE FROM THE SOUTH LINE OF THUNDER, SOUTH AND EAST TO AND INCLUDING THE CUL-DE-SAC; ON VASSAR COURT (LOTS 10 THROUGH 23, BLOCK B), FROM THE EAST LINE OF VASSAR EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON VASSAR COURT (LOTS 24 THROUGH 40, BLOCK B) FROM THE EAST LINE OF VASSAR EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON THUNDER AND VASSAR AVENUE (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 472-84892 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Thunder from the west line of the plat east to the west line of Vassar; and on Vassar from the south line of Thunder, north to the north line of Lot 7, Block A, and on Thunder Circle from the south line of Thunder, south and east to and including the cul-de-sac; on Vassar Court (Lots 10 through 23, Block B), from the east line of Vassar east to and including the cul-de-sac; and on Vassar Court (Lots 24 through 40, Block B) from the east line of Vassar east to and including the cul-de-sac and that sidewalk be constructed on Thunder and Vassar Avenue (east of Hillside, south of 53rd St. North) 472-84892 Said pavement 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 in Section 1 hereof is estimated to Four Hundred Seventy-Eight Thousand Dollars ($478,000) 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 1 through 7, Block A

Lots 1 through 40, Block B
Lots 1 through 6, Block C

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 fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block A, Lots 1 through 40, Block B and Lots 1 through 6, Block C, FALCON FALLS EAST ADDITION shall each pay 1/53 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-112

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON VASSAR FROM THE NORTH LINE OF LOT 7, BLOCK A, NORTH TO THE NORTH LINE OF KITE, AND ON KITE FROM THE EAST LINE OF VASSAR AVENUE EAST TO AND INCLUDING THE TEMPORARY CUL-DE-SAC AND ON VASSAR COURT FROM THE EAST LINE OF VASSAR, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON VASSAR CIRCLE FROM THE NORTH LINE OF VASSAR NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON VASSAR AVENUE AND KITE (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 472-84893 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 AUTHORIZING CONSTRUCTING PAVEMENT ON VASSAR FROM THE NORTH LINE OF LOT 7, BLOCK A, NORTH TO THE NORTH LINE OF KITE, AND ON KITE FROM THE EAST LINE OF VASSAR AVENUE EAST TO AND INCLUDING THE TEMPORARY CUL-DE-SAC AND ON VASSAR COURT FROM THE EAST LINE OF VASSAR, EAST TO AND INCLUDING THE CUL-DE-SAC; AND ON VASSAR CIRCLE FROM THE NORTH LINE OF VASSAR NORTH TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON VASSAR AVENUE AND KITE (EAST OF HILLSIDE, SOUTH OF 53RD ST. NORTH) 472-84893 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Vassar from the north line of Lot 7, Block A, north to the north line of Kite, and on Kite from the east line of Vassar Avenue east to and including the temporary cul-de-sac and on Vassar Court from the east line of Vassar, east to and including the cul-de-sac; and on Vassar Circle from the north line of Vassar north to and including the cul-de-sac and that sidewalk be constructed on Vassar Avenue and Kite (east of Hillside, south of 53rd St. North) 472-84893 Said pavement 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 in Section 1 hereof is estimated to Four Hundred Forty-Two Thousand Dollars ($442,000) 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 March 1, 2010, 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:

FALCON FALLS EAST ADDITION
Lots 8 through 34, Block A
Lots 41 through 57, Block B

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 fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 8 through 34, Block A and Lots 41 through 57, Block B, FALCON FALLS EAST ADDITION shall each pay 1/44 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Heights, L.L.C., a Kansas Limited Liability Company, owners of FALCON FALLS EAST ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Main Improvements
2. Lateral Sanitary Sewer Improvements
3. Water Line Improvements
4. Pavement Improvements
5. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Falcon Falls East Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 9th day of February, ~~2009~~ 2010.

Heights, L.L.C.

By: _____
Jay W. Russell, Managing Member

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-2013

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Heights, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS EAST ADDITION
Lots 1 through 5, Block C

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Falcon Falls East Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Drainage Reserves "1C", "2C", "3C", "4C", and "5C", are hereby reserved for open space, landscaping, drainage purposes and utilities.

   Drainage Reserves "1C", "2C", "3C", "4C", and "5C", shall be owned and maintained by their respective adjacent Lots.

2. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Drainage Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

   A. That the Declarant has failed to maintain the reserves in a reasonable and prudent manner,

and,

   B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners and that neither party has responded in initiating corrective action within thirty (30) days of such notice. If the

governing body has taken action to maintain the reserve under this covenant, the Declarant or the Lot Owners shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lots 1 through 5, inclusive, Block C, Falcon Falls East Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all portions of Lots 1 through 5, Block C, Falcon Falls East Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, L.L.C.

By: _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, ~~2009,~~ 2010 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-2013

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Heights, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS EAST ADDITION
Lots 1 through 34, Block A
Lots 1 through 57, Block B
Lots 1 through 6, Block C

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Falcon Falls East Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, landscaping, drainage purposes, utilities, entry monuments, and streets. The public shall not bear the cost of any repair or replacement of improvements within said Reserve "A" adversely affected by street construction, repair, or maintenance.

Reserve "B" is hereby reserved for open space, landscaping, sidewalks, lakes, drainage purposes, utilities as confined to easements, and floodway purposes. No buildings shall be constructed or placed on or within said floodway, nor shall any fill, change of grade, creation of channel, or any other work be carried on without the permission of the Engineer for the appropriate governing body.

Reserve "C" is hereby reserved for open space, landscaping, drainage purposes, lakes, sidewalks, utilities as confined to easements, and recreational areas.

Reserve "D" is hereby reserved for open space, landscaping, drainage purposes, screening walls, entry monuments, and utilities as confined to easements.

Reserve "E" is hereby reserved for open space, landscaping, drainage purposes, utilities as confined to easements, parking, sidewalks, gazebos, playgrounds, and swimming pools and related facilities.

Reserves "A", "B", "C", "D", and "E" shall be owned and maintained by the homeowners association for the addition provided, however, that the undersigned, or the homeowners association, as the undersigned's successor in interest, may at their discretion, deed a parcel of a Reserve to an owner or owners of an adjacent Lot, subject to the obligation to maintain such deeded parcel of a Reserve in compliance with the provisions hereby and in compliance with the maintenance covenants of any applicable restrictive covenants and/or regulations.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", "C", "D", and "E", as designated on the plat of Falcon Falls East Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", "C", "D", and "E", to Falcon Falls East Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Falcon Falls East Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in FALCON FALLS EAST ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, L.L.C

By: _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, ~~2009~~ 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-2013

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Heights, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS EAST ADDITION
Lots 18 through 32, Block A

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Falcon Falls East Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, L.L.C.

By: _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, ~~2009~~ 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-2013

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Heights, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

FALCON FALLS EAST ADDITION
Lots 1 through 34, Block A
Lots 1 through 57, Block B
Lots 1 through 6, Block C

WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Falcon Falls East Addition, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Heights, L.L.C.

By: _____
Jay W. Russell, Managing Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, ~~2009,~~ 2010 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Managing Member of Heights, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-2013

City of Wichita
City Council Meeting
April 20, 2010

TO: Wichita Housing Authority Board Members

SUBJECT: Veterans Affairs Supportive Housing Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority **(**Consent)

Recommendation: Authorize submission of an application for 15 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Background: The United States Department of Housing and Urban Development (HUD) contacted the Wichita Housing Authority (WHA) to determine interest in applying for vouchers to assist homeless veterans. The WHA has expressed an interest in securing additional vouchers, and on April 2, 2010, received a formal invitation to apply for the HUD-Veterans Affairs Supportive Housing (VASH) program. This program will operate in partnership with the Wichita Veterans Administration Medical Center.

Analysis: The 2009 Omnibus Appropriations Act provided $75 million to fund the HUD-Veterans Affairs Supportive Housing (VASH) program. The WHA will be responsible for administering the rental assistance, while the Veterans Administration (VA) will provide case management, health and other supportive services. The Wichita Veterans Administration Medical Center will refer eligible HUD-VASH families to the Wichita Housing Authority. HUD-VASH voucher participants must comply with the VA case management requirements to remain eligible for the program.

Financial Considerations: None.

Goal Impact: This will impact the Economic Vitality and Affordable Living goal.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board authorize submission of an application for 15 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Attachment: Funding Application.

Funding Application

Section 8 Tenant-Based Assistance
Rental Certificate Program
Rental Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp.9/30/2012)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Public reporting burden for this collection of information is estimated to average 1 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of I937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection criteria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Govenment. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments
Wichita Housing Authority
332 Riverview
Wichita, Kansas 67203

Do you have an ACC with HUD	No	Yes	Date of Application	Legal Area of Operation (area in which the HA has authority under State and local law to administer the program)
for Section 8 Certificates?	X		04/20/2010	Wichita, Kansas
for Section 8 Vouchers?		X		

A. Area(s) From Which Families To Be Assisted Will Be Drawn.

Locality (city, town, etc.)	County	Congressional District	Units

B. Proposed Assisted Dwelling Units. (Complete this section based on the unit sizes of the applicants at the top of the waiting list)

	Number of Dwelling Units by Bedroom Size							Total Dwelling Units
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR	
Certificates								
Vouchers	3	7	3	2				

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR
Certificates	$	$	$	$	$	$	$
Vouchers	$	$	$	$	$	$	$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages.)

E. Housing Quality Standards (HQS). (Check applicable box)

☑ HUD's HQS will be used with no modifications ☐ Attached for HUD approval are HQS acceptability criteria variations

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and provide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this application of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of the handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance.

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131) and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regulations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

The undersigned certifies, 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 an 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

332 N. Riverview St.
Wichita, Kansas 67203

Check ☐ if there are workplaces on file that are not identified here.

Housing Agency Signature

Signature of HA Representative	Print or Type Name of Signatory Mary K. Vaughn	
	Phone No. 316-462-3795	Date 04/20/2010

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Petition for a Water Distribution System to serve an area north of 13th, west of Mosley (District VI)

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 construct a water line and fire hydrant to serve an expansion of the Cargill industrial plant located north of 13th, west of Mosley.

Financial Considerations: The petition budget is $9,000, with the total paid by special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing water system improvements in an industrial area.

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.

Recommendations/Actions: 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 April 23, 2010

RESOLUTION NO. 10-113

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90479 (NORTH OF 13TH, WEST OF MOSLEY) 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 448-90479 (NORTH OF 13TH, WEST OF MOSLEY) 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 448-90479 (north of 13th, west of Mosley).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Nine Thousand Dollars ($9,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost 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 March 1, 2010, 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:

MILL'S 2ND ADDITION
Lots 27, 29, 31, 33, 35, and 36 Block 1

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.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

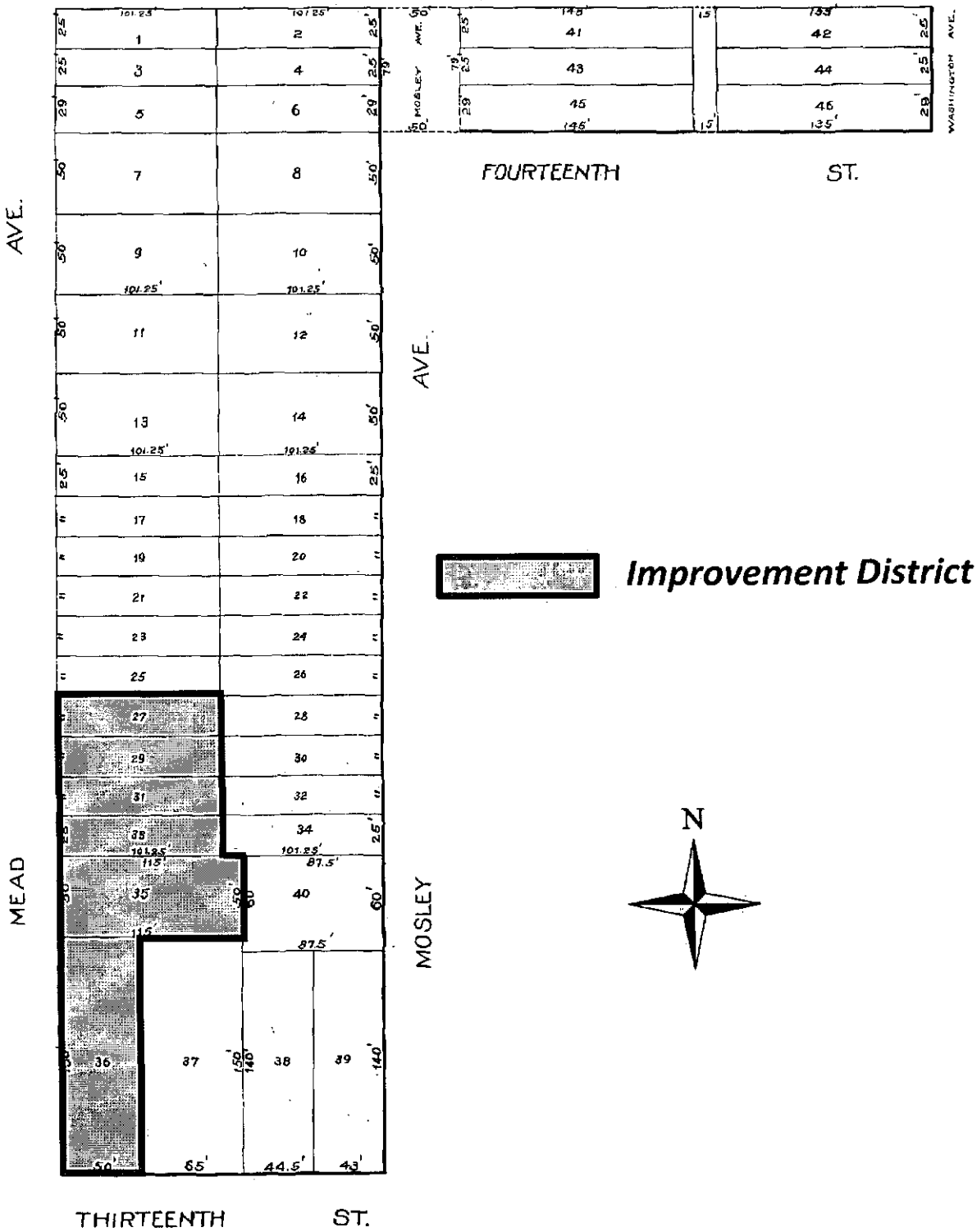
_____
KAREN SUBLETT, CITY CLERK
(SEAL)

MILLS' 2ND ADDITION

TO

WICHITA KANSAS.

SCALE 1" = 60'



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	X
To Revise Project	

1. Prepare in triplicate
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	3/31/2010	Water Distribution System for Cargill plant expansion

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2010	

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				
Sidewalk				
Water		$9,000		$9,000
Other				
Totals		$9,000		$9,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-90479

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
Jan Ramon		Date	Date

RECEIVED
MAR 2 5 '10
CITY CLERK OFFICE

FIRE HYDRANT 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:

MILL'S 2ND ADDITION
Lots 27, 29, 31, 33, 35, and 36, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a fire hydrant system including necessary pipes, valves, 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.

(North of 13th, West of Mosley)

(b) That the estimated and probable cost of the foregoing improvements is Nine Thousand Dollars ($9,000.00) 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 1 percent per month from and after March 1, 2010.

(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.

448-90479

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.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. 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. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. 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.

5. 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
MILL'S 2ND ADDITION Lots 27, 29, 31, 33, 35 and 36; Mill's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas.	By: Robert Boardman, Facility Superintendent	3/17/10

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 presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Wanack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 25th day of March 2010.

Deborah Adlock
Deputy City Clerk

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Change Order: 13th and Mosley Intersection Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the change order.

Background: On September 22, 2009, the City Council approved a construction contract with Pavers, Inc. to improve the intersection of 13th and Mosley. The project letting was expedited to meet the timeline required to obtain federal funding for the project. This resulted in letting the project prior to executing a railroad agreement for work within the railroad right-of-way. As a result, a change order has been prepared for the railroad permit and insurance cost.

Analysis: A water line needs to be installed at a lower depth than expected to avoid conflict with an existing storm sewer pipe and additional water services connections installed. The exact location of the storm sewer line varied from the location expected at the time of letting.

A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is $38,529 with $26,467 paid by the Water Utility, $9,650 paid by the federal transportation grant and $2,412 by City General Obligation bonds. The original contract amount is $1,049,092. This change order represents 03.7% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a major traffic corridor.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

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

Attachments: Change order.

PUBLIC WORKS-ENGINEERING

March 2, 2010

CHANGE ORDER

To: Pavers, Inc.
Change Order No.: 1
Purchase Order No.: 930902
CHARGE TO OCA No.: 706931 = $12,062.55
636217 = $26,466.58

Project: 13th & Mosley Intersection Improvements
Project No.: 87N-0238-01/472-84269
OCA No.: (706931/620544/636217)
PPN: 205397/669662/779606

Please perform the following extra work at a cost not to exceed **$38,529.13**

Additional Work: Extend the traffic control to the east on 13th Street to meet MUTCD requirements. Obtain Railroad Protective Insurance and a Railroad Right of Way Permit required by the Railroad to work within their right of way.
Install the 8" water line at new lower depth of approximately 7.5' from Sta. 0+00 to Sta. 3+00. This requires the new water line to cross underneath the 54" SWS & 48" SWS instead of over like originally designed. Water line services will need to be installed.

Reason for Additional Work: Because of extra depth, the traffic control on the east end of the project needed to be extended according to the MUTCD. The plans call out for the top of pipe for the existing 54" SWS Pipe to be at 8.5' deep, which allowed us to go over the SWS pipe with our new water line. However, the existing 54" SWS was only 2.5' deep.

Item	Negot'd/Bid	Qty			Unit Price	Extension
Charge to OCA (706931)						
ADD:						
Extended Lane Closure	Negot'd	1	LS	@	405.00 =	405.00
Railroad Protective Insurance	Negot'd	1	LS	@	11,082.55 =	11,082.55
RR Right of Entry Permit	Negot'd	1	LS	@	575.00 =	575.00
Charge to OCA (636217)						
ADD:						
8"x6" Tee	Negot'd	1	ea	@	336.60 =	$336.60
8"x90 deg bend	Negot'd	2	ea	@	252.13 =	504.26
8"x45 deg bend	Negot'd	10	ea	@	279.39 =	2,793.90
8"x22.5 deg bend	Negot'd	3	ea	@	299.18 =	897.54
8" DICL @ extra depth	Negot'd	100	lf	@	81.64 =	8,164.00
6" DICL @ extra depth	Negot'd	18	lf	@	41.56 =	748.08
Long Services	Negot'd	5	ea	@	1,415.14 =	7,075.70
Short Services	Negot'd	5	ea	@	1,189.30 =	5,946.50
					Total =	**$38,529.13**

CIP Budget Amount: $2,360,000 (706931);
$180,000 (620544); $230,000 (636217)
Consultant: Poe & Assoc.
Exp. & Encum. To Date: $1,053,092.66 (706931);
$ 148,936.86 (636217)
CO Amount: $38,529.13
Unencum. Bal. After CO: $1,294,844.79 (706931);
$1,349,441.35 (636217)

Original Contract Amt.: $1,049,092.24

Current CO Amt.: $38,529.13
Amt. of Previous CO's: $0.00
Total of All CO's: $38,529.13
% of Orig. Contract / 25% Max.: 03.7%
Adjusted Contract Amt.: $1,087,621.37

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Contractor Date

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved:

_____ _____
Chris Carrier, P.E. Date
Director of Public Works

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Attest:_____
City Clerk

RESOLUTION NO. 10-114

A RESOLUTION ESTABLISHING THE ORDER OF SUCCESSION AS MAYOR OF THE CITY OF WICHITA, KANSAS, IN THE ABSENCE FROM THE CITY OF THE MAYOR AND THE VICE MAYOR.

WHEREAS, Section 2.04.032 of the City Code provides that the City Council is to designate from the membership thereof, members to serve as Mayor in the absence from the City of the Mayor, Vice Mayor, or other Council Members:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WICHITA, KANSAS:

SECTION 1. That the order of succession as Mayor of the City of Wichita, Kansas, in the absence therefrom of the Mayor and the Vice Mayor or other Council Member shall be:

Council Member Paul Gray
Council Member Lavonta Williams
Council Member Janet Miller
Council Member Sue Schlapp
Council Member Jim Skelton

SECTION 2. This Resolution shall be in force and effect after its due passage.

ADOPTED at Wichita, Kansas, this April 20, 2010.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Authorization of Industrial Revenue Bond Successor Trustee (FlightSafety International) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the transfer and authorize necessary signatures

Background: On March 2, 1999, City Council approved the issuance of Industrial Revenue Bonds in an amount not-to-exceed $15 million to FlightSafety International for purchase and installation of seven training simulators and construction of a building addition. First-Citizens Bank & Trust Company was the Trustee in the bond issue. First Citizens has sold its trust department to U.S. Bank. FlightSafety is requesting approval of a Resignation, Appointment and Acceptance Agreement to transfer Trustee responsibilities to U.S. Bank.

Analysis: FlightSafety International provides simulator training for private sector and public sector operators of aircraft and ships. In addition, FlightSafety provides training in air traffic control procedures and certain aircraft maintenance. The 1999 bonds were sold only to institutional investors in private placements and not publicly offered.

Financial Considerations: There is no financial impact to the City by approval of the agreement.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with IRB Tenants is critical to maintaining the economic development incentive programs

Legal Considerations: Under the terms of the Trust Indenture, FlightSafety and First Citizens have the legal ability to appoint a successor Trustee in the event that First Citizens ceases trust services. The City's Law Department has reviewed the agreement and approved as to form.

Recommendations/Actions: It is recommended City Council approve the Resignation, Appointment and Acceptance Agreement for FlightSafety and authorize the Mayor to sign.

Attachments: Resignation, Acceptance and Appointment Agreement

RESIGNATION, APPOINTMENT AND ACCEPTANCE AGREEMENT
Trust Indenture dated as of March 1, 1999, as supplemented and any and all ancillary agreements pursuant to which the Trustee, Paying Agent and Registrar acts in its capacity(ies) described therein (the "Trust Indenture")

This Resignation, Appointment and Acceptance Agreement (this "Agreement"), is dated as of November 13, 2009, by and among First-Citizens Bank & Trust Company ("First-Citizens"), U.S. Bank National Association ("U.S. Bank"), City of Wichita, Kansas (the "Issuer") and FlightSafety International, Inc. (the "Tenant").

WITNESSETH:

A. First-Citizens currently serves as Trustee, Paying Agent and Registrar (the "Trustee") pursuant to the Trust Indenture and performs the services and functions of such, subject to the terms and conditions therein.

B. The Issuer, with the consent of the Tenant, desires to appoint U.S. Bank as successor Trustee under the Trust Indenture. First-Citizens desires to assign and transfer to U.S. Bank, and U.S. Bank desires to accept and perform the services, functions and duties of the Trustee under the Trust Indenture.

NOW THEREFORE, the signatories hereto in consideration of the covenants and undertakings made herein, agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings established for such terms under the Trust Indenture.

2. As of the Effective Date, as defined below, First-Citizens hereby resigns as Trustee under the Trust Indenture and assigns and transfers to U.S. Bank all of First-Citizens' rights, claims and obligations under the Trust Indenture relating to services to be performed as Trustee from and after the Effective Date, and all records maintained as Trustee necessary for the administration from and after the Effective Date.

3. First-Citizens shall have no rights, claims or obligations under the Trust Indenture as Trustee relating to services to be performed from and after the Effective Date; *provided however* that First-Citizens shall retain its obligations to the Issuer and securities holders and retain its rights and claims under the Trust Indenture for performance of its services, functions and duties as Trustee prior to the Effective Date.

4. The Issuer, with the consent(s) of the Tenant, hereby appoints U. S. Bank as successor Trustee under the Trust Indenture effective as of the Effective Date.

5. U.S. Bank hereby accepts the foregoing appointment and fully assumes, as of the Effective Date, the rights, claims and obligations of Trustee and agrees to perform the services, functions and duties of the Trustee under the Trust Indenture as expressly provided therein.

6. The effective date of this Agreement (the "Effective Date") shall be the latter of: (i) the date that a fully executed copy of this Agreement is received by U.S. Bank or (ii) the date marking the end of any applicable notice period required for the appointment of successors under the Trust Indenture.

7. Nothing in this Agreement shall affect any rights or obligations of First-Citizens or U.S. Bank under the corporate trust business purchase agreement or any of the related ancillary agreements between First-Citizens and U.S. Bank.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered on its behalf.

CITY OF WICHITA, KANSAS

By:_____

_____
(Please print name and title)

FIRST-CITIZENS BANK & TRUST COMPANY

By:_____
Gene Lewis, III, Senior Vice President

U.S. BANK NATIONAL ASSOCIATION

By:_____
Dennis M. Egan, Senior Vice President

R1078

Agenda Item No. XII-9

CITY OF WICHITA
City Council Meeting
April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land in Conjunction with the River Corridor Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the amendment of lease and maintenance contract.

Background: On October 7, 2008, the City Council approved a project to improve the east bank of the Big Arkansas River between First Street and Douglas adjacent to the Broadview Hotel. The design concept was approved on July 21, 2009 with funding approved on November 3, 2009. Concurrently, Drury Southwest has developed plans to renovate the Broadview Hotel. The two projects require the removal of certain site improvements associated with the hotel and the transfer of 9,488 square feet of land from the Broadview to the City.

Analysis: An agreement has been negotiated with the owner of the Broadview Hotel to transfer the 9,448 square feet needed for the river corridor project to the City. In addition, the owners of the Broadview have agreed to remove certain improvements on their property and grade the site as part of their renovation of the property. The City will then develop the area along with other portions of the river bank in accordance with the approved design plan. Upon completion, maintenance of the area will be split between the City and the Broadview pursuant to the terms of the agreement.

Financial Considerations: There is no cost to the City associated with the land transfer.

Goal Impact: The approval of the agreement aide in the redevelopment of the adjacent property and the improvement of the river bank, thus supporting a dynamic core area and vibrant neighborhood and improving the quality of life in the area.

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

Recommendation/Action: It is recommended that the City Council approve the Amendment of Lease and Maintenance Contract and authorize all necessary signatures.

Attachments: Aerial, Tract Map and Amendment of Lease and Maintenance Contract

River Corridor Improvement

at Broadview Hotel

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.

When Recorded Return to:
DSW Broadview, LLC
Attn: Jennifer Kornblum
101 S. Farrar Drive
Cape Girardeau, MO 63701

AMENDMENT OF LEASE AND MAINTENANCE CONTRACT

THIS AMENDMENT OF LEASE AND MAINTENANCE CONTRACT ("Agreement"), is made and entered into this ____ day of January, 2010 ("Effective Date"), by and between DSW Broadview, LLC, a Kansas limited liability company, hereinafter referred to as "Drury," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "City," whether one or more. City and Drury are sometimes collectively referred to herein as the "Parties," and individually as a "Party."

WITNESSETH:

WHEREAS, City is the owner of that certain real property commonly known as the Broadview Hotel, 400 W. Douglas, in the City of Wichita, County of Sedgwick, Kansas, as more particularly described as the "Project" in the Lease (as hereinafter defined);

WHEREAS, Drury is the Lessee of the Project pursuant to that Lease between City, as Issuer, and Drury as Tenant, dated October 1, 2008 and expiring November 1, 2048 (the "Lease"), which Lease is the subject of the Notice of Lease, recorded as Document number 29017419 in the Register of Deeds of Sedgwick County, Kansas;

WHEREAS, in addition to the Lease, the Parties entered into other agreements which modify, reference, concern or otherwise affect the Project, including without limitation, a Bond

Placement Agreement; Trust Indenture dated October 1, 2008, by and between the City of Wichita, Kansas as Issuer and Commerce Bank, NA, as Trustee (the "Indenture"); Bill of Sale; Notice of Lease; Declaration of Elevated Pedestrian Walkway Easement; and Declaration of Covered Drop Off Roadway Encroachment (collectively, the "Other Agreements");

WHEREAS, the Parties wish to remove the parcel of land described below as the River Parcel from the definition of the Project as defined and referenced in the Lease and Other Agreements, record their agreements concerning demolition and maintenance of certain property, and memorialize their agreements herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Parties agree to amend the Lease and Other Agreements as follows: The legal description of the Land (as defined in Appendix B to the Indenture) is hereby modified to exclude the real property described in Exhibit A-1 (the "River Parcel") which is attached hereto and incorporated herein by reference. The new legal description of the Land is attached hereto as Exhibit A-2, and incorporated herein by reference.

2. A duly executed and recorded copy of this Agreement shall be delivered to each of the Parties hereto, and to Commerce Bank, N.A., as Trustee of the Indenture.

3. Drury agrees to demolish and remove existing improvements situated on the River Parcel and adjoining the Project to the specifications shown in the demolition plan attached as Exhibit B hereto and incorporated herein by reference, and rough grading the River Parcel, adjoining Project, and adjoining property belonging to City, to within one foot of the specifications shown in the mass grading and erosion control plan shown in Exhibit C, attached hereto and incorporated herein by reference, all at the sole cost and expense of Drury (the "Drury Improvements"), with the exception that any erosion control blanket shall be installed only if the time elapsed between completion of rough grading and commencement of the City Improvements (as hereinafter defined) exceeds four (4) months.

4. The Drury Improvements shall be substantially completed on or before thirty (30) days after commencement, subject to matters of Force Majeure. The Drury Improvements shall substantially conform to the plans attached hereto as Exhibits B and C and with paragraph 3 hereof.

5. City agrees to construct improvements on the River Parcel and the City's adjoining property consistent with the plans attached hereto as Exhibit D, and incorporated herein by reference (the "City Improvements"), at the sole cost and expense of City. The City Improvements shall include, without limitation, installation and maintenance of pathway lighting, installation and maintenance of the hardscaping, and installation of the plant materials and the irrigation system. All installations above will be confined to the River Parcel and the City's adjoining property. The irrigation system will be valved to allow

connection by Drury to the irrigation system serving the Project. Construction of the City Improvements shall commence no more than three (3) months after completion of the Drury Improvements, and shall be completed on or before six (6) months after commencement, subject to matters of Force Majeure. The City Improvements shall conform to the plans attached hereto as Exhibit D and with this paragraph 5.

6. In the event of an overlap between City's construction of the City Improvements and Drury's construction of improvements to the portion of the Project adjoining the River Parcel (which improvements are unrelated to the Drury Improvements), City and Drury shall coordinate their respective construction activities so as not to cause the other unreasonable delays.

7. City and Drury hereby agree that, throughout the Term of this Agreement (as hereinafter defined), upon completion of the City Improvements, City shall maintain the landscaping and irrigation elements of the City Improvements shown in red on Exhibit E, attached hereto and incorporated herein by reference. A portion of both the River Parcel and the Project shall be maintained as lawn, and watered and mowed by City, as shown in red on Exhibit E. The City shall also maintain all hardscaping on the River Parcel. After completion of the City Improvements, Drury shall maintain all landscaping and irrigation system elements shown in green on Exhibit E, which includes a portion of the River Parcel, and pay for all corresponding water service. Each Party acknowledges that this division of labor provides for the most efficient and uniform maintenance of the areas benefitting both Parties as shown on Exhibit E, and each grants to the other a perpetual easement limited in scope to allow entry and temporary occupation of its own property by the other only to the extent required to satisfy its maintenance obligations set forth in this Agreement.

8. City agrees that, throughout the Term of this Agreement, City will at its sole cost and expense, maintain comprehensive general liability insurance in an amount not less than $1,000,000, and broad form property insurance covering the River Parcel and City Improvements, under which insurance policy Drury shall be named as an additional insured.

9. City will, throughout the Term of this Agreement, protect, defend and indemnify Drury and its representatives, owners, employees, agents, insurers, attorneys, assigns, successors, subcontractors, consultants, affiliated entities and subsidiaries, from and against any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the River Parcel, the City's adjoining property and/or adjacent Project up to the western edge of the Project New Drive (as depicted on Exhibit D). Upon written notice from Drury to City, City shall defend Drury in any action or proceeding brought thereon; provided however, that nothing contained in this paragraph shall be construed as requiring City to indemnify Drury for any claim resulting from any willful or malicious act or omission of Drury, or its respective agents or employees.

10. The Term of this Agreement is perpetual ("Term"). The duties and obligations created by this Agreement are covenants running with the land, and shall be recorded as such for both the River Parcel and the Project with the Register of Deeds of Sedgwick County, Kansas ("Recording Date"). All rights and duties created by this Agreement shall be independently enforceable between the Parties and run to their heirs, successors and assigns. In the event a court or tribunal with applicable jurisdiction enters a final judgment that this Agreement is voided, voidable, invalid and/or unenforceable, in whole or in part, because of its being perpetual, the Term of this Agreement shall automatically be modified such that the Agreement termination date is the later of the following dates that is a legally enforceable termination date: (a) twenty-one (21) years less ninety-one (91) days after the death of the last survivor of all the descendants of George Walker Bush living on the date hereof, and (b) One hundred years from/after the execution date of this Agreement.

11. Drury shall place no encumbrances on the River Parcel during the period from the Effective Date to the Recording Date. Throughout the same time period, Drury shall be responsible for carrying such insurance on the River Parcel as is required under the Lease.

12. It is understood and agreed between the Parties hereto that time is of the essence of this Agreement, and that this Agreement shall be executed on or before January 29, 2010.

13. If the Drury Improvements or City Improvements shall be delayed as a result of Force Majeure, then the period for the completion of such improvements shall be extended by a number of days equivalent to the number of days of such delay, excluding weekends and holidays. For purposes of this Agreement, "Force Majeure" shall mean the occurrence of any event beyond the reasonable control of the delayed party which results in a delay in the completion of the improvements, including without limitation, riots, strikes or lockouts; labor, fuel or materials shortages; acts of terrorism, war or hostilities; acts of God; governmental actions, regulations, or legal requirements; delays in plan approval; the discovery of any caves, sinkholes, limestone or other unanticipated subsurface conditions; the discovery of endangered species or other environmental conditions subject to regulation by the U.S. Fish & Wildlife Agency, or other applicable governmental agencies; fire or other casualty; severe weather conditions; or any other cause beyond the reasonable control of said delayed party.

14. All claims, disputes, and other matters in question arising out of, or relating to this Agreement, or the breach thereof, shall be decided by arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association unless the Parties mutually agree otherwise. The venue for any such arbitration shall be Sedgwick County, Kansas, unless the parties otherwise mutually agree. The laws of the State of Kansas shall govern any and all claims arising under this Agreement. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15. The provisions of this Agreement amend, supplement and supersede any conflicting

terms of the Lease and Other Agreements. Except as otherwise set forth herein, all words and phrases herein shall have the meanings given thereto in the Lease and Indenture. Except as herein and hereby modified and amended, the Lease dated October 1, 2008, shall remain in full force and effect and all of the terms, provisions, covenants and conditions thereof are hereby ratified and confirmed. Issuer and Tenant acknowledge and agree that each of the parties has fulfilled its respective obligations under the Lease through and including the Effective Date.

16. In the event that either Party defaults on its obligations hereunder, then the non-defaulting Party, in addition to all other remedies that may be available hereunder, may seek a temporary restraining order, an injunction or any other equitable relief that the non-defaulting party deems reasonably appropriate. The Parties hereby acknowledge that an adequate remedy will not be available upon breach of this agreement and that the parties shall be entitled to pursue the above equitable remedies as reasonably necessary in order to remedy a breach of this agreement.

Signatures appear on the following page.

IN WITNESS WHEREOF, Issuer and Tenant have executed this Agreement by their duly authorized representatives to be effective as of the day and year first written above.

CITY:
("Issuer")
On behalf of the City Council

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

DRURY:
("Tenant")
DSW Broadview, LLC

_____
Dennis J. Vollink, President

CONSENT TO AMENDMENT

The Trustee consents to the terms and conditions of this Amendment Of Lease And Maintenance Contract as of the Effective Date, pursuant to Section 10.13 and Article XII of the Trust Indenture, and Sections 25.03 and 28.01 of the Lease.

COMMERCE BANK, N.A.
Trustee

By: _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS:
CAPE GIRARDEAU COUNTY)

BE IT REMEMBERED that on this ____ day of January, 2010, before me, a notary public in and for said County and State, came Dennis J. Vollink, who is the President of DSW Broadview, LLC, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said Limited Liability Company.

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

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of January, 2010, before me, a notary public in and for said County and State, came Carl Brewer, who is the Mayor of the City of Wichita, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said city, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of January, 2010, before me, a notary public in and for said County and State, came _____, who is the _____ of Commerce Bank, N.A., who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A - 1

LEGAL DESCRIPTION:
A tract of land located in the Southeast quarter of Section 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas and in a part of Lot 10, Holmes Addition to Wichita, Kansas, described as follows:

Commencing at the Northwest corner of Waco and Douglas Avenue; thence on an assumed bearing of S 73°07'52" W a distance of 248.15 feet to the point of beginning, said point being the Southwest corner of said Lot 10 and on the East bank of the Arkansas River;
Thence N 26°45'11" W, along said East Bank a distance of 105.33 feet;
Thence N 11°26'35" W, continuing along said East Bank, a distance of 223.57 feet;
Thence N 67°15'40" E a distance of 34.75 feet to a curve to the left;
Thence along said curve to the left, an arc distance of 59.24 feet, said curve having a radius of 41.00 feet and a Chord Bearing of S 11°36'13" E, and a chord distance of 54.22 feet to a curve to the right;
Thence along said curve to the right an arc distance of 94.87 feet, said curve to the right having a radius of 52.00 feet; a chord bearing of S 00°43'53" E, and a chord distance of 82.25 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 51.31 feet, said curve having a radius of 27.00 feet, a chord bearing of S 02°54'16" E, and a chord distance of 43.93 feet;
Thence S 57°20'29" E a distance of 17.36 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.14 feet, said curve having a radius of 22.50 feet, a chord bearing of S 16°43'48" W and a chord distance of 13.91 feet;
Thence N 90°00'00" E a distance of 7.00 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.85 feet, said curve having a radius of 15.50 feet, a chord bearing of S 29°17'52" E and a chord distance of 14.29 feet, to a curve to the right;
Thence along said curve to the right an arc distance of 95.84 feet, said curve to the right having a radius of 71.00 feet; a chord bearing of S 18°04'40" E, and a chord distance of 88.72 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 32.07 feet, said curve having a radius of 23.00 feet, a chord bearing of S 19°20'57" E and a chord distance of 29.53 feet;
Thence S 89°54'22" W a distance of 16.38 feet to the point of beginning.
Said tract contains 9,448.11 square feet or 0.22 acres, more or less.

MARJI MARTIN
LICENSED
LS-1853
2-09
KANSAS
LAND SURVEYOR

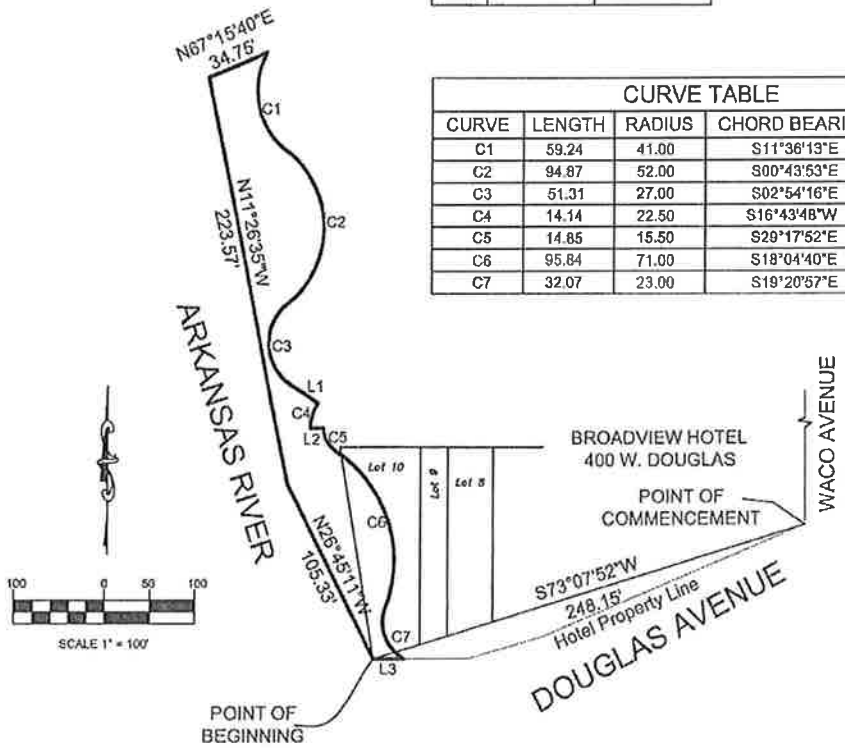
WILSON
&COMPANY
1700 E. IRON AVENUE
SALINA, KANSAS 67401
(785)-827-0433
(785)-827-5949 FAX
SEPTEMBER 29, 2009
FILE: 08 100 41600

EXHIBIT A - 1

PAGE 2 of 2

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.36	S57°20'29"E
L2	7.00	N90°00'00"E
L3	16.38	S89°54'22"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	59.24	41.00	S11°36'13"E	54.22
C2	94.87	52.00	S00°43'53"E	82.25
C3	51.31	27.00	S02°54'16"E	43.93
C4	14.14	22.50	S16°43'48"W	13.91
C5	14.85	15.50	S29°17'52"E	14.29
C6	95.84	71.00	S18°04'40"E	88.72
C7	32.07	23.00	S19°20'57"E	29.53



MARJI MARTIN
LICENSED
LS-1353
12-2-09
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LAND SURVEYOR

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(785)-827-5949 FAX

SEPTEMBER 29, 2009
FILE: 08 100 41600

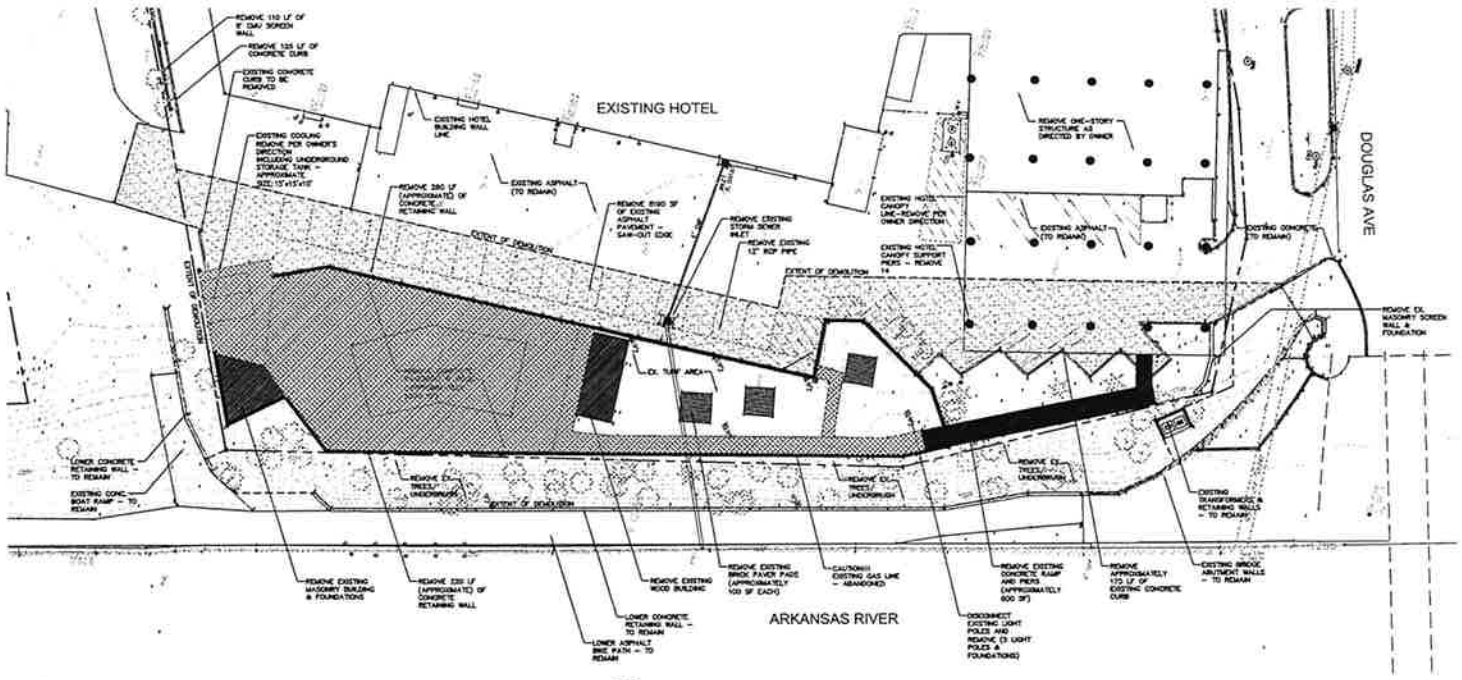
EXHIBIT A-2

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

LESS AND EXCEPT the following described property:

A tract of land located in the Southeast quarter of Section 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas, and in a part of Lot 10, Holmes Addition to Wichita, Kansas, described as follows:

Commencing at the Northwest corner of Waco and Douglas Avenue; thence on an assumed bearing of S 73°07'52" W a distance of 248.15 feet to the point of beginning, said point being the Southwest corner of said Lot 10 and on the East bank of the Arkansas River;
Thence N 11 °26'35" W, along said East Bank a distance of 105.33 feet;
Thence N 11° 26'35" W, continuing along said East Bank, a distance of 223.57 feet;
Thence N 67°15'40" E a distance of 34.75 feet to a curve to the left;
Thence along said curve to the left, an arc distance of 59.24 feet, said curve having a radius of 41.00 feet and a Chord Bearing of S 11 °36'13" E, and a chord distance of 54.22 feet to a curve to the right;
Thence along said curve to the right an arc distance of 94.87 feet, said curve to the right having a radius of 52.00 feet; a chord bearing of S 00°43'53" E, and a chord distance of 82.25 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 51.31 feet, said curve having a radius of 27.00 feet, a chord bearing of S 02°54'16" E, and a chord distance of 43.93 feet;
Thence S *5r20'29"* E a distance of 17.36 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.14 feet, said curve having a radius of 22.50 feet, a chord bearing of S 16°43'48" Wand a chord distance of 13.91 feet;
Thence N 90°00'00" E a distance of 7.00 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.85 feet, said curve having a radius of 15.50 feet, a chord bearing of S 29°17'52" E and a chord distance of 14.29 feet, to a curve to the right;
Thence along said curve to the right an arc distance of 95.84 feet, said curve to the right having a radius of 71.00 feet; a chord bearing of S 18°04'40" E, and a chord distance of 88.72 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 32.07 feet, said curve having a radius of 23.00 feet, a chord bearing of S 19°20'57" E and a chord distance of 29.53 feet;
Thence S 89°54'22" W a distance of 16.38 feet to the point of beginning. Said tract contains 9,448.11 square feet or 0.22 acres, more or less.



A DRURY-BROADVIEW SITE DEMOLITION PLAN

1"=20'-0"

EXISTING MASONRY BUILDING

EXISTING POOL & CONCRETE DECK

EXISTING WOOD STRUCTURE

EXISTING COOLING TOWER EQUIPMENT

EXISTING CONCRETE RAMP & PIERS

DEMOLITION/SITE CLEARING NOTES:

1. SITE LAYOUT IS BASED ON POINTS ORIGINATING FROM GROUND SURVEY INFORMATION PROVIDED BY WILSON AND COMPANY. THE EXISTING COORDINATE REFERENCE POINTS ARE CALLED OUT ON THE PLANS AS HORIZONTAL CONTROL POINTS. THE GENERAL CONTRACTOR IS EXPECTED TO LOCATE AND FLAG THESE POINTS AND PROTECT THEM THROUGH THE SITE LAYOUT PROCESS. THE GENERAL CONTRACTOR SHALL STAKE THE LAYOUT OF ALL IMPROVEMENTS ASSOCIATED WITH THIS PROJECT.
2. GENERAL CONTRACTOR SHALL CALL KANSAS ONE-CALL 48 HOURS PRIOR TO BEGINNING ANY WORK ON-SITE AT 316-687-2470 OR 1-800-DIG-SAFE.
3. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES ARE FROM FILES FROM CIVIL ENGINEER. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES MUST BE CONSIDERED AS APPROXIMATE AND SUBJECT TO CHANGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF EXISTING ELEMENTS AND ANY NOT SHOWN. NOTIFY THE PROJECT ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND VERIFY CONDITIONS PRIOR TO COMMENCING WORK.
4. GENERAL CONTRACTOR TO CONTACT ALL LOCAL UTILITY COMPANIES PRIOR TO THE BEGINNING OF ANY WORK TO COORDINATE THE LOCATION OF EXISTING UTILITIES AND THE POSSIBLE RELOCATION/ADJUSTMENT OF EXISTING UTILITIES. UTILITIES INCLUDE, BUT ARE NOT LIMITED TO:

PEOPLES NATURAL GAS COMPANY	942-7800
KANSAS GAS SERVICE	383-8600
AQUILA ENERGY	1-800-303-0357
WESTAR ELECTRIC	383-8650
SOUTHWESTERN BELL	1-800-571-2611
COX COMMUNICATIONS	262-4270
WICHITA WATER & SEWER	268-4908
WICHITA ENGINEERING DEPT	268-4501
OFFICE OF CENTRAL INSPECTION	268-4481
WICHITA PARKS DEPARTMENT	268-4361
WICHITA PUBLIC WORKS DEPT	268-4422
WICHITA ENVIRONMENTAL SERVICES	268-8351

5. THE GENERAL CONTRACTOR IS TO PROVIDE ALL SAFETY BARRIERS, FENCING, AND SIGNAGE AROUND THE CONSTRUCTION SITE AS REQUIRED BY LOCAL REGULATIONS. CONSTRUCTION ACTIVITY MUST BE CONTAINED WITHIN THE INDICATED AND ESTABLISHED LIMITS OF CONSTRUCTION BOUNDARY. VERIFY MATERIALS & EQUIPMENT STORAGE/STAGING AREAS WITH THE PROJECT ENGINEER.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL ADJACENT PROPERTY OWNERS PRIOR TO THE START OF CONSTRUCTION ACTIVITY. THIS INCLUDES THE CITY OF WICHITA AND BROADVIEW HOTEL (DRURY SOUTHWEST). THE GENERAL CONTRACTOR SHALL EXPLAIN THE PROJECT AND OBTAIN ALL NECESSARY PERMISSIONS FROM THE PROPERTY OWNERS FOR WORK ON THOSE PROPERTIES
7. THE GENERAL CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITION ANY ADJACENT (OFF-SITE) PROPERTY DISTURBED BY CONSTRUCTION OPERATIONS, AND SHALL BE RESPONSIBLE FOR ALL DAMAGES AND ASSOCIATED COSTS AT NO EXPENSE TO THE OWNER
8. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND CITY REQUIREMENTS. AT ALL TIMES, TRAFFIC CONTROL AND CONSTRUCTION PROCEDURES SHALL BE PERFORMED IN SUCH WAYS AS TO PROTECT PERSONS AND PROPERTY. PROJECT SAFETY AND SECURITY SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ALL TRAFFIC CONTROL MEASURES SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD (MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES)
9. DEMOLISHED MATERIALS SHALL BECOME THE PROPERTY OF THE GENERAL CONTRACTOR UNLESS OTHERWISE NOTED ON THE PLANS.
10. ALL REMOVED/DEMOLISHED MATERIALS TO BE DISPOSED OF IN A SAFE AND LEGAL MANNER UTILIZING LOCAL CONSTRUCTION/DEMOLITION LANDFILL FACILITIES.
11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PROTECTING THE GENERAL PUBLIC FROM INJURY AS A RESULT OF THE DEMOLITION PROCESS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE INSTALLATION OF CONSTRUCTION FENCING AND SIGNAGE.
12. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR FILLING AND COMPACTING ALL DEPRESSIONS AND VOIDS LEFT BY THE REMOVAL OF EXISTING UTILITIES AND FOUNDATIONS AND COMPACTING FILLS TO 95% DENSITY IN LIFTS NOT EXCEEDING 8 INCHES.
13. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR PLUGGING ALL ENDS OF ABANDONED PIPED UTILITIES, CUTTING POWER TO ALL ABANDONED LIGHT POLES, CAPPING ABANDONED GAS LINES AND GROUTING SOLID VOIDS LEFT IN MANHOLES PER LOCAL CODES
14. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ABANDONING ANY NON-VIABLE WATER VALVES AND WATER SERVICE LINES ON SITE. VERIFY WITH THE PROJECT ENGINEER WHICH VALVES AND LINES TO BE ABANDONED PRIOR TO COMMENCING WORK.
15. THE CONTRACTOR IS RESPONSIBLE FOR PLUGGING ALL ENDS OF ABANDONED PIPED UTILITIES, CUTTING POWER TO ALL ABANDONED ELECTRICAL LINES, CAPPING ABANDONED GAS LINES AND GROUTING SOLID VOIDS LEFT IN MANHOLES PER LOCAL CODES AND ORDINANCES.
16. THE GENERAL CONTRACTOR SHALL REMOVE CONCRETE RETAINING WALLS AS INDICATED ON THE DEMOLITION PLAN INCLUDING FOUNDATIONS
17. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL LIGHT POLES LOCATED WITHIN THE LIMITS OF CONSTRUCTION. ABANDON ELECTRIC LINES AND REMOVE FOUNDATIONS. ENSURE POWER IS TERMINATED PRIOR TO DEMOLITION
18. REMOVE EXISTING TREES AND UNDERBRUSH AS INDICATED ON THE DEMOLITION PLAN. GRIND OR REMOVE STUMPS FROM REMOVED TREES
19. THE CONTRACTOR SHALL COMPLETELY REMOVE THE EXISTING SWIMMING POOL. ALL PIPING AND EQUIPMENT FROM THE AREA
20. COMPLETELY REMOVE EXISTING BUILDINGS SHOWN TO REMOVE, INCLUDING ALL FOUNDATIONS.
21. STRIP SITE AND STOCKPILE IN APPROVED AREA. SEED TOPSOIL STOCKPILE OR COVER TO PREVENT EROSION OF TOPSOIL.
22. THE GENERAL CONTRACTOR MUST CONTACT THE CITY OF WICHITA ARCHEOLOGIST IN THE EVENT HUMAN OR ARCHEOLOGICAL REMAINS ARE DISCOVER DURING THE DEMOLITION/EXCAVATION PROCESS

TREE PRESERVATION NOTES:

1. THERE SHALL BE NO EARTHWORK EXCAVATION WITHIN THE DRIPLINE OF TREES TO REMAIN. NO CUT AND NO MORE THAN 6" OF ADDITIONAL FILL SHALL OCCUR WITHIN THE DRIPLINE OF TREES TO REMAIN
2. THE GENERAL CONTRACTOR SHALL INSTALL FENCE BARRIERS AROUND THE DRIPLINE OF TREES TO REMAIN. TREE PROTECTION MEASURES SHALL BE IN PLACE PRIOR TO THE START OF DEMOLITION WORK AND SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITY
3. NO VEHICULAR OR MECHANICAL EQUIPMENT SHALL BE USED, STORED OR TRANSPORTED ACROSS THE DRIPLINE OF TREES TO REMAIN. NOTHING SHALL BE STORED WITHIN THE DRIPLINE OF TREES TO REMAIN
4. TREE PROTECTION MEASURES SHALL BE REVIEWED BY THE PROJECT ENGINEER FOR APPROVAL.
5. TREES DESIGNATED TO REMAIN, WHICH ARE SEVERELY DAMAGED OR DESTROYED AS A RESULT OF DEMOLITION OR CONSTRUCTION ACTIVITY, SHALL BE REPLACED AT THE RATE OF ONE CALIPER INCH FOR EACH CALIPER INCH LOST, AT NO ADDITIONAL COST TO THE OWNER

FOR REFERENCE ONLY-EXHIBIT B

DRURY-BROADVIEW HOTEL
IMPROVEMENTS
WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture
245 RIVERVIEW, WICHITA, KS 67203
Phone (316) 268-8300 Fax (316) 268-0158

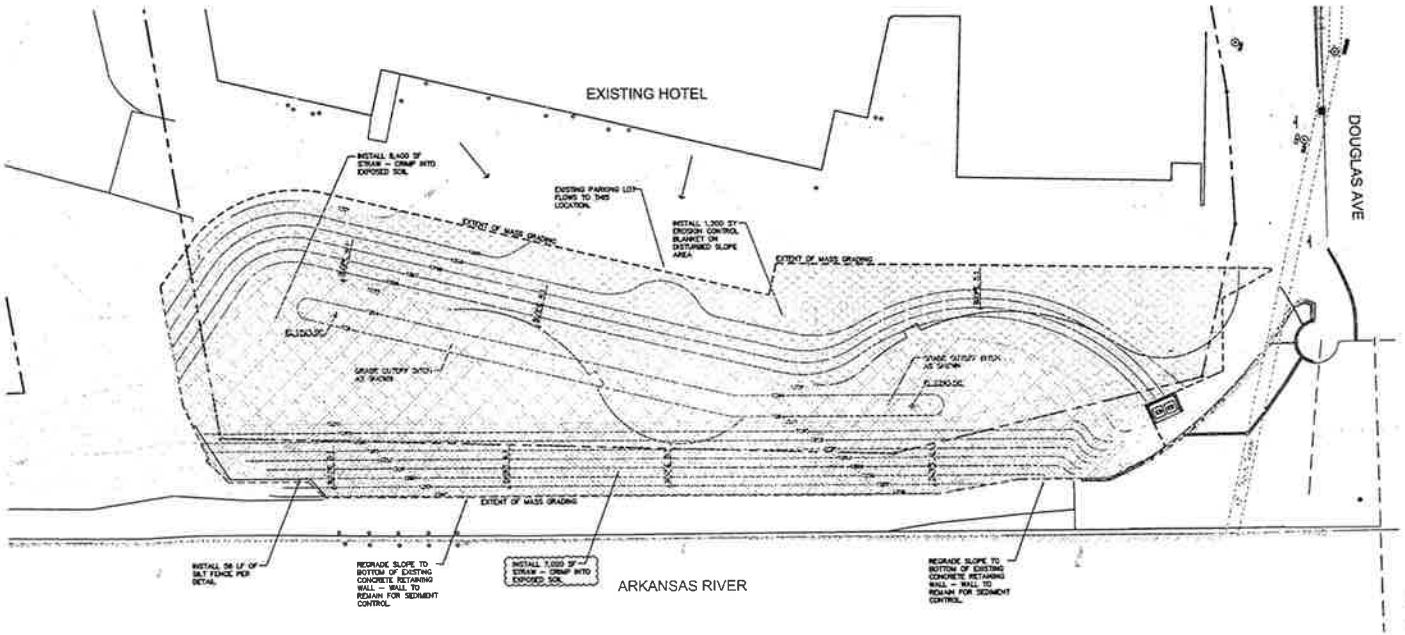
JOB NO. 08387

DRURY-BROADVIEW DEMOLITION PLAN

RF1.1

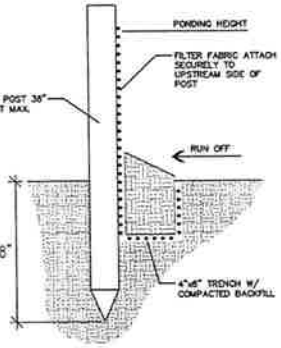
Tuesday, June 16, 2009 L:\08387-Drury Corridor Phase 1\08387-CD\Dwg\08387-Demolition-Existing Plans\08387-Drury Project-Site Demolition.dwg

303



A DRURY-BROADVIEW MASS GRADING & EROSION CONTROL PLAN

1"=20'-0"



2 SILT FENCE BARRIER

1 1/2"=1'-0"

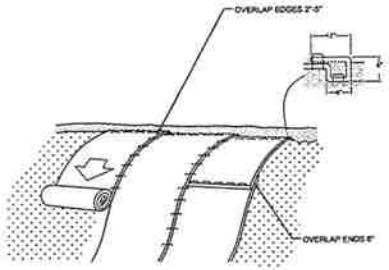
MASS GRADING & EROSION CONTROL NOTES:

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MASS GRADING AND EARTHWORK INDICATED. THIS INCLUDES EXCAVATION OF EXISTING SLOPED BANK TO THE GRADES AND SLOPES SHOWN.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL GRADED AREAS ON SITE HAVE POSITIVE DRAINAGE. ALL DEPRESSIONS MUST BE GRADED TO DRAIN AS SHOWN ON THE GRADING PLANS EXCEPT FOR THE CUTOFF DITCH.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GRADES ALONG ADJACENT DRIVE PRIOR TO THE START OF CONSTRUCTION AND VERIFY THAT THE PROPOSED GRADES MATCH AND SLOPE PROPERLY. ANY DISCREPANCIES FOUND AT EXISTING CURBS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND CIVIL ENGINEER IMMEDIATELY.
4. ALL DISTURBED AREAS SHALL BE SEEDED IMMEDIATELY UPON COMPLETION OF GRADING OPERATIONS. SEED VARIETY AND RATES AS FOLLOWS

   TEMPORARY SEEDING
   SEED TYPE: ANNUAL RYE GRASS
   RATE: 5LBS./1000 SF
5. PROPOSED AREA CONTAINS LESS THAN ONE (1) ACRE OF LAND (28,000 SF). A KDHE NOTICE OF INTENT IS NOT REQUIRED, HOWEVER, THE CONTRACTOR IS EXPECTED TO INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THIS PLAN.
6. NO LAND CLEARING OR GRADING SHALL COMMENCE UNTIL ALL APPLICABLE EROSION CONTROL MEASURES HAVE BEEN INSTALLED. THIS PROJECT IS SUBJECT TO EROSION CONTROL MEASURES. CONTRACTOR SHALL COMPLY WITH ANY UNUSUAL REQUIREMENTS AS NECESSARY FOR THE SITE TO BE IN COMPLIANCE DURING CONSTRUCTION, AS PER THIS PLAN.
7. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL ORDINANCES THAT APPLY.
8. SHOULD CONSTRUCTION OPERATIONS STOP FOR A PERIOD LONGER THAN 14 DAYS, THE SITE SITE SHALL BE SEEDED PER SPECIFICATION
9. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE PER WEEK. CONTRACTOR SHALL KEEP RECORDS OF THESE MAINTENANCE EFFORTS AND ANY FIELD CHANGES OR REPAIRS THAT OCCUR
10. THIS PLAN SHALL NOT BE CONSIDERED TO BE ALL INCLUSIVE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM ENTERING ANY ADJACENT WATER BODY OR LEAVING THE PROPERTY.
11. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY AN ON-SITE INSPECTION BY THE CITY OF WICHITA OR THE OWNER'S REPRESENTATIVE.
12. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY THE CITY OF WICHITA IF REQUIRED.
13. EROSION CONTROL BLANKET TO BE NORTH AMERICAN GREEN S150 OR APPROVED EQUIVALENT
14. ANY SUBSTITUTIONS FOR THE SEDIMENT CONTROL DEVICES SHOWN, MUST BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO ANY CHANGES.

MASS GRADING QUANTITIES:

LIMITS OF CONSTRUCTION AREA: 27,048 SF (62 ACRES)
EARTHWORK - GENERAL EXCAVATION (CUT) : 5,551 CY
EROSION CONTROL BLANKET: 1,200 SY
STRAW EROSION CONTROL: 15,420 SF
SILT FENCE: 56 LF



INSTALLATION GUIDELINES

1. PREPARE GRADE BEFORE EROSION BLANKET INSTALLATION.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH WITH APPROXIMATELY 12" EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH.
3. ROLL THE BLANKET DOWN OR HORIZONTALLY ACROSS THE SLOPE. ALL EROSION CONTROL BLANKET MUST BE SECURED TO THE SOIL SURFACE USING STAPLES/STAKES PER THE MANUFACTURER'S RECOMMENDATIONS.
4. STAPLE EDGES WITH 2'-0" OF THE BLANKET OVERLAPPING THE ADJACENT ROLL.
5. CONSECUTIVE ROLLS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, AT APPROXIMATELY 12"

EROSION CONTROL BLANKET

1. BLANKET SHALL BE NORTH AMERICAN GREEN S150 OR APPROVED EQUIVALENT PRODUCT RATED FOR FOR UP TO 2:1 SLOPES.
2. INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S SPECIFICATIONS.

1 EROSION CONTROL BLANKET INSTALLATION

NOT TO SCALE

FOR REFERENCE ONLY-EXHIBIT C

DRURY-BROADVIEW HOTEL IMPROVEMENTS
WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture
348 BROADVIEW, WICHITA, KS 67203
Phone (316) 268-0230 Fax (316) 268-0236

08387

MASS GRADING PLAN/EROSION CONTROL PLAN

RF1.2

Tuesday, June 16, 2009 1:\08384-River Corridor Phase 1\08384-ConDocs\08384-Current\08384-Demolition-Erosion-Shoping Plan\08384-Drury Project.dwg, Mass Gr-Revised 12-14-07.dwg

A **PROPSED SITE DEVELOPMENT PLAN**
1"=30'-0"

City of Wichita - Project Extents

EXHIBIT 'D'

RIVER CORRIDOR
IMPROVEMNTS PHASE 1C
WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture

08386

A PROPSED SITE DEVELOPMENT PLAN
1"=30'-0"

City of Wichita - Landscape & Irrigation Maintenance

Drury - Landscape & Irrigation Maintenance

EXHIBIT 'E'

RIVER CORRIDOR
IMPROVEMNTS PHASE 1C:
WICHITA, KS

LawKingdon Architecture
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LawKingdon Architecture

08386

A **PROPSED SITE DEVELOPMENT PLAN**
1"=30'-0"

NORTH

City of Wichita - Landscape & Irrigation Maintenance

Drury - Landscape & Irrigation Maintenance

EXHIBIT 'E'

PRINTS ISSUED

DATE	PURPOSE	NO.
9.18.09	PROGRESS PRINT	
10.06.09	FIELD CHECK	
11.02.09	OFFICE CHECK	
11.12.09	FOR CONSTRUCTION	

RIVER CORRIDOR
IMPROVEMNTS PHASE 1C:
WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture
345 RIVERVIEW,WICHITA,KS 67203
Phone (316) 268-0230 Fax: (316) 268-0205
©
CONTACT: JEFFREY A. BEST, AIA

PROJECT NUMBER:
08386

SHEET TITLE:

SHEET NUMBER:

Tuesday, June 16, 2009 L:\08386-River Corridor Phase 1c\08386- Exhibits\08386-City of Wichita Exhibits\08386-Plan.dwg
TIF

CITY OF WICHITA
City Council Meeting
April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Lease of City-owned Parking Lot at 151 North Waco for Broadview Hotel Construction Staging (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the lease.

Background: On October 7, 2008, the City Council approved a project to improve the east bank of the Big Arkansas River between First Street and Douglas adjacent to the Broadview Hotel. The design concept was approved on July 21, 2009 with funding approved on November 3, 2009. Concurrently, Drury Southwest has developed plans to renovate the Broadview Hotel. The renovation requires an area for construction staging. The owners of the hotel have requested that they be allowed to utilize part of the City-owned parking lot immediately north of the hotel at 151 North Waco for this purpose.

Analysis: A lease agreement for portions of the City-owned parcel has been negotiated. The term of the lease is 14 months from April 2010 to June 2011. The City will receive rent for the lease. The use of the site will be phased. The City is currently utilizing the southwesterly 14,500 square feet of the site for construction staging for the river corridor project. The lessee will have access to 24,030 square feet immediately north of the City tract as well as approximately 14,000 square feet at the northwest part of the site. In mid-May, 2010 (after completion of Riverfest), approximately 13,500 square feet more of the lot will be available for staging. At the completion of the City project, scheduled for November 2010, the 14,500 square feet utilized by the City will be released. Throughout the lease period, there will be approximately 48 parking spaces available for public parking in the northeast portion of the site.

Financial Considerations: The City will receive rent payments pursuant to the lease agreement.

Goal Impact: The approval of the lease will aide in the redevelopment of this property, thus supporting a dynamic core area and vibrant neighborhood.

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

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

Attachments: Aerial, construction staging/coordination plan, lease agreement

STAGING AGREEMENT

This Lease Agreement, made and entered into this _____day of April, 2010.

BY AND BETWEEN City of Wichita, Kansas
455 North Main Street
Wichita, KS 67202

"LESSOR"

AND DSW Broadview, LLC
400 West Douglas
Wichita, Kansas 67202

"LESSEE"

WITNESSETH:

That Lessor, in consideration of rents to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to Lessee, for the term and under the conditions herein set forth, a portion of the parcel described as follows, to-wit:

Beginning at the Southeast corner of Church Park Addition then South to the railroad right of way then West to the river then north along the river to the south line of said addition then East to beginning except the North 122.4 feet dedicate for Street, all in the NE1/4 SEC 20-27-1E, Wichita, Sedgwick County, Kansas, commonly known as 151 North Waco.

1. PREMISES. LESSOR hereby demises, lets and leases the property containing approximately 24,030 square feet and labeled as "**Drury Contractor Staging Area**" as shown in green on Exhibit A, attached hereto and made a part hereof, together with approximately 27,466 square feet labeled as "**Area 4**" on Exhibit A, together with the improvements thereon, to LESSEE for a term of 14 months commencing on April 1, 2010 and ending on June 1, 2011 (the "**Term**"). Notwithstanding the foregoing, LESSEE shall limit use of Area 4 to the western one-half (approximately 110 lineal feet) of Area 4 and keep the eastern half open to the public beginning 10 days prior to and continuing through completion of the annual Wichita River Festival, the 2010 dates of which are May 7 through 15, 2010.

2. ADDITIONAL PREMISES. In addition to the Drury Contractor Staging Area and Area 4, upon actual completion of the City Improvements (as that phrase is defined in the Amendment of Lease and Maintenance Contract between the parties dated April___, 2010) by LESSOR, said completion currently estimated to occur on or before December 30, 2010, LESSOR will demise, let and include within the Leased Premises the property described as "**River Corridor Phase IC – Contractor Staging Area**" containing approximately 14,500 square feet, as shown in red on Exhibit A, together with the improvements thereon, to LESSEE for a term ending on the same date as the land in Section 1, above. The Drury Contractor Staging Area, Area 4 and the River Corridor Phase IC – Contractor Staging Area (only after possession of each is transferred to Lessee pursuant to this Lease), are collectively referred to herein as the "**Leased Premises**."

3. ACCESS. Throughout the Term of this lease, LESSEE shall have nonexclusive access for the purpose of ingress and egress to the Leased Premises from Lessee's adjacent Broadview Hotel over, across and through the property labeled as "**Drury Project Access**" and shown in blue on Exhibit A, containing approximately 7,100 square feet.

4. RENT. As consideration for this lease agreement LESSEE agrees to pay LESSOR at 455 N. Main, 13th Floor, Wichita, Kansas 67202 Monthly Rent in the amount of Two Hundred dollars and no cents ($200.00) due and payable on or before the first day of each month. All payments must be made by personal check, money order, travelers check, bank cashiers check, and shall be made payable to the order of the City of Wichita, Kansas. Cash will not be accepted for rental or deposit payments unless paid directly at the City of Wichita Treasury Department, 12th Floor, City Hall, 455 North Main Street, Wichita, Kansas.

   Monthly Rent shall be considered delinquent if unpaid by the fifteenth (15th) day of each month. Should Monthly Rent not be paid in full by said date, a late charge of $25.00 will be added to the outstanding balance which shall accrue interest at 12% per annum until paid.

5. USE OF THE LEASED PREMISES. It is expressly agreed by the parties hereto that LESSEE may use the Leased Premises for the storage of machinery, equipment and materials for the renovation of LESSEE's lodging facility at 400 West Broadway. LESSEE will not alter the basic use of the land without the consent of LESSOR which consent shall not be unreasonably withheld. LESSEE expressly acknowledges that the Leased Premises are publicly owned and that LESSOR desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such LESSEE will not use the Leased Premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the City and its agencies. LESSEE shall not use or occupy the Leased Premises for any unlawful, disreputable, or ultrahazardous business purpose or activity nor operate or conduct its activities in a manner constituting a nuisance of any kind.

6. LESSOR'S COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of the LESSOR herein:

   a) To deliver the Leased Premises to the LESSEE, at commencement of the Term of this lease, in "as is" condition.
   b) To permit LESSEE to use the Leased Premises for the use described above.
   c) That if the LESSEE's Covenants are met as herein provided, LESSEE shall have the right to the quiet and peaceful possession of said Leased Premises for the full Term of this lease.

7. LESSEE'S COVENANTS. In consideration of the foregoing, the LESSEE hereby agrees:

   a) To observe and comply with all statutes, ordinances and regulations governing said Leased Premises made by any proper governing agency, at Lessee's sole cost.
   b) Throughout the Term, to indemnify the LESSOR herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature arising from Lessee's use or occupation of the Leased Premises, or arising from materials or supplies which lessee uses or maintains in the Leased Premises, or occasioned by any acts or omissions of LESSEE or Lessee's agents or servants concerning the Leased Premises; except to the extent the injuries or damage occur as

a result of LESSOR or LESSOR's agents. Lessee shall carry a standard commercial general liability insurance policy with coverage in an amount not less than $500,000. LESSEE agrees to file with the City Clerk's office a copy of said insurance policy or a certificate showing said insurance in force prior to occupancy.

c) To provide casualty insurance for the loss of Lessee's property stored on or at the Leased Premises, and to insure such risk at Lessee's expense.

d) To permit LESSOR, its agents and assigns the right of ingress or egress to the Leased Premises for the purpose of inspecting the Leased Premises with or without notification.

e) To allow no waste during occupancy of the Leased Premises of fencing, natural wear and tear or damage by the elements excepted. Tenant will not remove nor allow other persons to remove any fencing, timber, buildings, shrubbery, landscaping or parts thereof, to the extent any of these are located on the Leased Premises at the time of commencement of this lease.

f) To maintain the Leased Premises through the entire Term of the lease in good condition and repair and to prevent damage to the property. Lessee's duty to maintain the Leased Premises shall consist of cleaning, sweeping, hole patching, control of noxious weeds, and removal of trash, snow and ice.

g) To not use, or permit said Leased Premises or any part thereof, to be used for and by Lessee for any purpose other than the purpose or purposes for which the Leased Premises are hereby leased.

h) Upon vacation, to leave the Leased Premises clean and in similar condition as at the start of the lease (as shown in the photographs attached hereto) and all personal belongings as well as all trash and debris removed from the property.

i) To not disturb the quiet enjoyment of neighbors or other tenants.

j) To separately fence and secure, at its expense, the Leased Premises.

8. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for loss of or damage to its property in, on, or about the Leased Premises occurring during the Term of this lease, if, but only if, and only to the extent that, such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

9. IMPROVEMENTS. LESSEE shall make no material changes or alteration in said Leased Premises. In all events, LESSEE shall not create or cause any liens against said Leased Premises.

10. DESTRUCTION. In the event of the destruction of the Leased Premises by fire, windstorm, or other act of God, this lease shall immediately terminate and cease.

11. NONDISCRIMINATION. Lessee agrees to comply with the requirements of City of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement.

12. TERMINATION.

a) LESSOR may terminate this lease upon 30 days written notice and opportunity to cure for breach of the covenants and provisions of the lease by LESSEE, and Lessee's failure to cure said breach.

b) At the expiration of this lease, or upon the termination of this lease at any other time, Lessee agrees to give and surrender peaceable possession of the Leased Premises to Lessor, in the same or similar condition as at the commencement of the lease term.

13. ASSIGNMENT AND SUBLEASE. It is agreed that this lease shall not be assigned by the Lessee, nor the property sublet in whole or in part, without the prior written consent of the Lessor which consent shall not be unreasonably withheld, nor shall this lease, or any interest therein or thereunto be sold or assigned.

Entered into by and between the parties for themselves, their successors, administrators and assigns, on the day and year above written.

LESSOR:
CITY OF WICHITA

By_____
Carl Brewer, Mayor

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law

LESSEE:
DSW Broadview LLC

Dennis J. Vollink, President

A CONSTRUCTION STAGING/COORDINATION PLAN

1"=30'-0"

NORTH

Exhibit - A

RIVER CORRIDOR IMPROVEMNTS PHASE 1C: WICHITA, KS

LawKingdon Architecture
Engineering · Planning · Interiors · Landscapes

LawKingdon Architecture
248 RIVERVIEW, WICHITA, KS 67203
Phone (316) 264-0848 fax (316) 264-0855

08386

CONSTRUCTION STAGING/ COORDINATION

DE1.1

230 STALLS

Parking Lot at 151 N Waco

and Broadview Hotel

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.

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Park Facilities Renovation. (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution.

Background: The 2007 Park Capital Improvement Program (CIP) funding for North Woodland Park improvements was approved by City Council on September 11, 2007. Planned improvements included basketball court renovations. The City Council approved an amended bonding resolution on October 21, 2008 to broaden the project list to include area lighting, a perimeter pathway, picnic tables with pads, benches, handicap accessible ramps, and a drinking fountain. The list was amended through discussions with neighborhood groups. The basketball court and lighting, park area lighting, and perimeter pathway have been completed by contractors, with the City and neighborhood providing all demolition services and installation of the drinking fountain.

The City has the opportunity to partner with a neighborhood association to leverage our CIP funds for added park improvements. The El Pueblo Neighborhood Association will help coordinate all of the concrete construction for the picnic tables and benches, and may assist with shelter construction based on the bids received for this work.

Analysis: The amended bonding resolution is required as the project list was broadened to include the construction of an open picnic shelter after discussions with the El Pueblo Neighborhood Association. There is no change in the total CIP dollar amount.

Financial Considerations: The 2007 Park CIP includes $190,000 for funding for improvements to North Woodland Park. There is a balance of $64,000 as a result of the City and neighborhood partnership and very competitive bidding on contracted work. The open picnic shelter was not included in the original or revised bonding resolutions due to concerns of not having sufficient funds to accomplish the project established with input from the neighborhood. Staff is requesting a waiver from the policy in order to complete the park improvements in partnership with the neighborhood. The funding source is general obligation bonds. The ongoing maintenance expenses are included in the operating budget.

Goal Impact: The park improvements and renovation will provide citizens with quality of life amenities and help retain citizens in the community. The investment will also help maintain and optimize public facilities and assets.

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

Recommendation/Action: It is recommended that the City Council approve the bonding resolution and authorize all necessary signatures.

Attachment: Bonding resolution

First Published in the Wichita Eagle on April 23, 2010

RESOLUTION NO. 10-115

A RESOLUTION AMENDING RESOLUTION NO. 08-499, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENT AND RENOVATION OF AMENITIES IN NORTH WOODLAND PARK.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the description of public improvements identified in Section 1 of Resolution NO. 08-499, adopted October 21, 2008 is hereby amended to read as follows:

Labor, material, and equipment for the demolition, development and purchase of new and/or existing park amenities such as drinking fountains, benches, picnic tables and pads, pedestrian path, ADA ramp conversions, basketball and horseshoe court, volleyball standards, lighting and playground rubber resurfacing enhancements and labor and material for the construction of a small open picnic shelter in North Woodland Park.

SECTION 2: That Section 2 of Resolution No. NO. 08-499 is hereby amended to provide the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at $190,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 20th day of April, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
April 20, 2010

To: Mayor and City Council

Subject: WAMPO Consultant Contracts: 1) Household Travel Origin – Destination Survey
2) Travel Time Study

Initiated By: Wichita Area Metropolitan Planning Organization (WAMPO)

Agenda: Consent

Recommendation: As fiscal agent, approve two contracts: 1) Household Travel Origin–Destination Survey with ETC Institute and 2) Travel Time Study with Iteris, Inc., and authorize the necessary signatures.

Background: The Wichita Area Metropolitan Planning Organization (WAMPO) is responsible for carrying out the metropolitan transportation planning process. Both the Household Travel Origin – Destination Survey and the Travel Time Study are currently budgeted in the WAMPO Unified Planning Work Program (UPWP) and are scheduled to start and finish in 2010. The regional Household Travel Origin – Destination Survey consists of administering a survey to area households to collect travel behavior and socioeconomic characteristics. The regional Travel Time Study consists of collecting Level of Service measurements, travel speeds, travel times and travel delays by time period and roadway segment on arterial streets in the WAMPO region.

Analysis: The City of Wichita is the fiscal agent for the WAMPO. Professional consulting services are sought to assist staff in completing the Household Travel Origin – Destination Survey and the Travel Time Study. The contracts will comply with federally mandated processes and programs. For both projects, a 12-member consultant selection committee was formed to review the proposals, interview the candidates and select the preferred consultant. The committee was comprised of officials from the Kansas Department of Transportation, WAMPO Transportation Policy Body and the Technical Advisory Committee, City of Wichita, Sedgwick County, Wichita Transit Advisory Board, and Sedgwick County Association of Cities. The Federal Highway Administration and the Federal Transit Administration were included as ex-officio members. The selection committee selected the preferred consultants because their proposals most directly addressed the Request for Proposals (RFP) and best proposed to integrate the gathered information into existing WAMPO systems and documents.

Financial Consideration: Federal transportation planning funds available to the WAMPO will be used for the contractual services. A planning study being completed by the City of Andover and the Kansas Department of Transportation is supplying the required 20 percent in-kind matching funds. The Household Travel Origin – Destination Survey contract is for a total cost not to exceed $574,931.14. The Travel Time Survey contract is for a total cost not to exceed $234,963.92.

Goal Impact: Efficient Infrastructure.

Legal Consideration: The City of Wichita Law Department has approved the contracts as to form.

Recommendation/Actions: It is recommended that the City Council authorize the necessary signatures to execute the two contracts as the fiscal agent for the WAMPO: 1) Household Travel Origin – Destination Survey contract with ETC Institute and 2) Travel Time Study contract with Iteris, Inc.

Attachments (2): 1) Household Travel Origin – Destination Survey contract with ETC Institute and 2) Travel Time Study contract with Iteris, Inc.

CONTRACT FOR PROFESSIONAL SERVICES

WAMPO Household Travel Origin – Destination Survey Consultant Contract

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the Wichita Area Metropolitan Planning Organization (WAMPO), party of the first part (hereinafter referred to as "the Client"); and ETC Institute, party of the second part (hereinafter referred to as "the Consultant")

WHEREAS, the Client wants to contract with the Consultant for services to support the development, administration, analysis, and reporting of a regional Household Travel Origin – Destination Survey. The contract is financed in part with funding from the Federal Highway Administration (FHWA) and is subject to federal requirements and regulations. The services performed under any resulting agreement shall comply with all federal, state and the City of Wichita laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18 and cost eligibility reimbursement will be subject to 48 CFR 31.2; and

WHEREAS, the Consultant has the knowledge, experience and expertise in household travel surveys to undertake this Project on behalf of the Client; and

WHEREAS, the Client desires to retain the services of the Consultant to provide support in the development, administration, analysis, and reporting of the WAMPO Household Travel Origin – Destination Survey.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **DESCRIPTION OF SERVICES**. The Consultant will provide the services and deliver the documents required to develop, administer, and analyze the Household Travel Origin – Destination Survey as outlined in the Scope of Services set forth in Exhibit C, which by this reference is incorporated and made part of this agreement, and as follows.
    A. To make available during regular office hours, all data, surveys, calculations, maps, drawings, and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this agreement.
    B. To attend meetings with the Client and other local, state and federal agencies as necessitated by the Scope of Services as set forth in Exhibit C which by this reference is incorporated and made a part of this agreement.
    C. To save and hold the Client harmless against all suits, claims, and losses arising from or caused by errors, omissions or negligent acts of the Consultant, its agents,

servants, employees, or subcontractors occurring in the performance of its services under this contract.

D. To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the Client.

E. 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.

F. To be responsible for the professional and technical accuracies and the coordination of all surveys, data, maps, presentations, drawings, specifications, plans and/or other work or material furnished by the Consultant under this agreement. The Consultant further agrees that all surveys, data, maps, presentations, drawings, specifications, plans, and other work or material furnished by the Consultant, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

2. PERFORMANCE OF SERVICES. The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested information and activities as agreed between Client and Consultant.

3. PAYMENT. The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the agreement for the direct hours worked by the Consultant's employee(s) and, if applicable, subcontractors at the rates set forth in Exhibit D, Fee Schedule, which by this reference is incorporated and made a part of this agreement. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. Unless acceptable by the Client, the maximum cost not to exceed dollar amount for the compensation for services detailed in this agreement is $574,931.14 or the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the effective date of the final signature of this contract if different. Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this contract must be submitted by December 16, 2010. During the progress of work covered by this agreement, payments less a retainage of 5% will be made to the Consultant at monthly intervals based on the statements provided by the Consultant itemizing the number of hours of work performed, the percentage of the services hereunder completed and in compliance with the Fee Schedule as set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by

reference. Client will make payment within 30 days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. The Consultant will negotiate with the Client if there are any changes in deliverable dates. In addition, the Consultant agrees that;

A. The reimbursement for the professional services required by this agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. 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 Client and the Consultant.
B. Accumulated monthly payments shall not exceed ninety-five percent of the maximum fee payment amount until the final draft report has been received and approved by the WAMPO Transportation Policy Body.
C. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
D. The Client may withhold reimbursement of payment at the end of each monthly cycle and the accrued retainage dollar amount in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
E. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the scope of services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.

F. To the extent the Client is satisfied with Consultant's work progress, accrued retainage held by the Client from prior invoice payments will be released to the Consultant every six months or every sixth invoice. Retainage due will be billed as a separate invoice for retainage only from Consultant. At the Client's discretion, retainage may continue to be withheld from future payments for work not yet invoiced. Upon completion of all services accepted by the Client, Client will release all remaining retainage to Consultant within 30 days of final approved and reconciled invoicing from Consultant.

4. **CASH BASIS AND BUDGET LAWS**. The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
5. **INDEMNIFICATION AGREEMENT**. Consultant agrees to fully indemnify, defend, and hold harmless Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement.
6. **TERM/TERMINATION.** This agreement shall run for the life of the project effective the date of the final signature of this contract not to exceed a December 2010 deadline. This agreement shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim including the total accumulated retainage dollar amount must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by Consultant to carry out this contract, including data, surveys, calculations, maps, drawings, studies, records, and reports shall, at the option of Client, become the property of the Client and be immediately turned over to the Client. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **PROPRIETARY MATERIALS.** Upon the successful completion of contract, all data provided by the Client, and any new data collected by the Consultant under this contract will be returned to the Client. The Consultant agrees to not keep copies of the provided and collected data after the successful completion of the contract for any other use, or transfer data to any other party without the written approval from the Client.
8. **RELATIONSHIP OF PARTIES**. It is understood and agreed that the Consultant is an independent contractor.
9. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client: Kristen Zimmerman
Senior Transportation Planner
Wichita Area Metropolitan Planning Organization
455 N. Main St. – 10th Floor
Wichita, Kansas 67202-1688

For the Consultant: Christopher E. Tatham
Senior Vice President
ETC Institute
725 W. Frontier Circle
Olathe, Kansas 66061

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.
11. **AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.
12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **APPLICABLE LAW.** This Agreement shall be governed by the law of the State of Kansas.

Approved as to form:

By _____ 4/2/10
Joe Allen Lang Date
Chief Deputy City Attorney, City of Wichita

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:

_____ _____
Tim Norton Date
Transportation Policy Body Chairperson

CITY OF WICHITA AS FISCAL AGENT:

_____ _____
Carl Brewer Date
Mayor

ATTEST:

_____ _____
John Schlegel Date
WAMPO Secretary

ETC INSTITUTE:

_____ _____
Christopher E. Tatum Date
Senior Vice President

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 there under.

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.

EXHIBIT B

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____ 2010.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes**: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT C

Scope of Services

The following Scope of Services describes the work to be performed by the lead consultant, ETC Institute, and by the subcontractor, Wilbur Smith Associates (WSA), for WAMPO to develop, administer, analyze, and report a regional household travel survey to obtain detailed information on the travel behavior and select socioeconomic characteristics of households in the WAMPO region. The WAMPO region is defined as all of Sedgwick County, Kansas, the City of Andover, Kansas, and the Sumner County, Kansas portion of the City of Mulvane. Household travel information will be collected from a minimum of 2,500 households. Passive GPS survey data will be collected from a minimum of 250 households that are participating in the main survey. Two hundred (200) additional surveys will be administered to traditionally underserved households. The information collected in the survey will be used to enhance the WAMPO regional travel demand model and to obtain travel and socioeconomic statistics for general transportation planning. The following tasks describe the scope of the project in more detail.

Task 1: Project Management Plan

Task Managers: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

The ETC project manager and supporting team members will initiate needed conversations on project data collection, analysis, results, and documentation on a daily basis as needed to move the project forward. WSA will help ensure close coordination among project team members. The overall project management approach and the detailed project management plan will be based on three key goals: involvement of stakeholders, early coordination and communication of the study, and coordination with other WAMPO efforts. ETC Institute's most senior staff will directly supervise the details of all phases of the project to ensure that the overall survey effort is as accurate and complete as possible.

Deliverable for Task 1: ETC Institute will submit a project management plan that includes:

- A description of the roles and activities of each person on the ETC Institute team, including WSA staff
- A description of the roles and activities of the WAMPO Project Manager and staff
- A detailed project schedule that shows deadlines for all tasks that will be completed during the project, key on-site stakeholder meeting dates, and project management meeting dates
- A description of the involvement of key WAMPO staff, the WAMPO on-call travel demand model consultant (Iteris), and key WAMPO stakeholders including local municipalities/agencies, KDOT, FHWA, FTA, and other state and federal agencies
- An overview of the methodology for conducting the household travel survey
- An overview of the methodology for maintaining the privacy of survey respondents and the confidentiality of their responses
- An overview of the pre-survey public communication process to address methods for informing the WAMPO region public about the survey before it is conducted
- An overview of the public and stakeholder communication process to ensure the WAMPO region general public and key WAMPO staff and stakeholders are informed and involved during all phases of the survey

- An overview of the post-survey communication process to address methods for communicating the findings of the survey to local decision-makers in an understandable, meaningful manner

- A description of the methods that will be used to integrate the results of the survey with travel behavior and socioeconomic data from other sources, such as the American Community Survey (ACS) and the National Household Travel Survey (NHTS), to take advantage of the ACS and NHTS data, where applicable, and avoid duplicating data collection efforts

- Recommendations for using the data acquired in the household travel survey in other WAMPO plans, studies, and work programs

Task 2: Survey Design Specifications
Task Managers: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

The ETC Institute team will work WAMPO staff to design a household travel survey that will collect detailed information on the socioeconomic characteristics and weekday travel behavior of persons residing in a minimum of 2,500 households in the WAMPO region. WSA will provide key input on the WAMPO region geography, land use, population, communities, demographics, economy, and transportation system that may help determine survey methods and results. Key data elements to collect will include household data elements, person data elements, and trip data elements.
The following list of variables could be included, but not limit, the final list. The final list of variables will be determined in consultation with key WAMPO staff and stakeholders, and it will be primarily based on those requirements of the WAMPO travel demand model that cannot be obtained at the same level statistical confidence from another source (e.g., 2010 Census or the American Community Survey).

- Household data elements: location/physical address (e.g., street address and zip code) of the household, number of household occupants, annual household income, number of vehicles available, number of workers, own/rent status, number of students
- Person data elements: disability status, employment status, age, gender, relationship
- Trip data elements: mode of travel for each trip (e.g., car, carpool, bike, walk, bus), route choice, origin and destination of each trip, starting and arrival times of each trip, purpose/reason for each trip, number of persons in the vehicle for each trip

Geographic Sub-area Delineation: The ETC Institute team will discuss with key WAMPO staff and stakeholders the need for sub-area level data. If a need is identified, ETC Institute team will work with key WAMPO staff and stakeholders in identifying sub-areas, delineate sub-areas in GIS shapefile format, identify the minimum number of completed household interviews that will be completed per sub-area, and identify the confidence level and margin of error of the results that will be obtained from each sub-area.

Assessing Transportation Policies Recommended by WAMPO: The household travel survey represents an opportunity to collect information on the current and potential future effectiveness of planned strategies. If this data is desired by key WAMPO staff and stakeholders, the ETC Institute team will work with key WAMPO staff and stakeholders to develop questions that will be asked of household survey participants to evaluate regional strategies/policies.

Survey Design: As part of this task, the ETC Institute team will conduct an assessment of the survey design in the context of the data requirements for the project. The reliability of the principal travel model statistics (e.g., trip generation rates) is a key project data requirement. The assessment of different sampling plans will also take into account the needs of data being collected to support other regional planning needs. ETC Institute will work with WAMPO staff in assessing the anticipated impact that different designs will have on the accuracy of the data collected and the response rate.

The household survey questionnaire and travel diary will be structured and worded to allow

participants to answer the questions easily. The survey will be formatted in a manner that allows for coding, checking, and data entry functions to be performed easily. Survey procedures and materials will be crafted to "fit" the local context.

The survey will be designed to meet the following specifications:

- **Survey Type**: The survey will be designed to collect trip data from a representative sample of households in the WAMPO region and in any defined sub-area. This will include data on the number, mode, length, duration, and purpose, for all trips taken by all members of participating households. Basic household information, as well as demographic and socioeconomic data will also be collected for each household that participates in the survey. The survey will be conducted for one 24-hour period on an average, non-holiday weekday when local K-12 schools and colleges are in session. The survey will not be conducted on a day with unseasonable weather that affects normal driving habits of residents.

- **Survey Methodology:** The methodology for administering the survey will involve a travel diary format. ETC Institute will design and implement a process for recruiting participants, administering the survey, and retrieving the survey data. ETC Institute will also be responsible for developing the actual survey instruments that will be used to record each participant's household data and trip data. Partially completed household travel surveys will be replaced.

- **Sampling Strategy and Sample Frame**: ETC Institute will develop a sampling plan that is stratified based on the needs of WAMPO's regional travel demand model. The levels of stratification may be based upon residential land use classification, number of vehicles, household size, household income, and/or other socioeconomic or geographic factors. The sample frame will provide for a statistically valid and representative sample of households from the entire WAMPO region and from any defined sub-area.

- **Sample Source.** The sample for the Household Travel Survey will be selected at random from all known residential addresses in the WAMPO region.

    - ETC Institute will purchase the sample from Edith Roman. For the purposes of this study, ETC Institute will acquire a random sample of residential addresses from Edith Roman's database of residential housing units in the WAMPO region.

    - To ensure the randomness of the sample, every n^{th} record in Edith Roman's database will be selected for this sample. The nth value will be determined based on the total number of completed surveys desired by WAMPO (2,500) plus an additional 1% to account for replacing initially willing households that don't end up completing the entire survey process.

    - Once the random sample of residential addresses has been selected, Edith Roman will add contact information to each record. The contact information will include the associated phone numbers (land-line and/or cell phone numbers) with each address. This process will ensure that households that only have cell phones are included in the sample. Since the sample is selected by address, households without phones will have the same probability of being selected as households with phones.

    - To ensure that households without phones have an opportunity to participate in the study, ETC Institute will send an advanced notification letter that explains the purpose of the study to all households that are selected. The advance notification letter will include information that will allow households without phones to contact ETC Institute to request an opportunity to participate in the survey.

ETC Institute will also develop a follow-up survey of non-responding households that can be used to measure the size and likely impacts of non-response bias in the main household travel survey.

Deliverables for Task 2: The deliverables for this task will include the following:

- A technical memorandum that outlines the sampling methodology and the rationale that was used to develop the sampling plan. It will include a copy of the finalized sampling matrix, which will show the number of completed surveys that will be completed for each type of household and each sub-area.

- A list of the variables that must be included in the survey instruments to fully support the region's current and future modeling and planning requirements.

- Copies of the draft survey materials, including:

    - Household travel survey recruitment script, travel diary, instructional materials, and data retrieval scripts

    - If desired by key WAMPO staff and stakeholders, a regional transportation survey policies questionnaire

    - The follow-up survey for non-responding households

Task 3: Conduct a Pretest
Task Manager: Chris Tatham (ETC Institute)

As part of the survey design process, ETC Institute will conduct a pretest of the survey to evaluate the household travel survey methodology and survey instruments that are developed in Tasks 1 and 2. The pretest will be administered in consultation with and guidance from key WAMPO staff and stakeholders to at least 30 households in the WAMPO region. Some households will be given the option of returning the surveys by mail to compare the effectiveness of phone versus mail retrieval. The pretest will cover all aspects of the survey administration procedures that are outlined in this scope of services. The purpose of the pretest is to ensure that the survey instruments work as intended with all types of households (including minority and low-income households) in the WAMPO region.

Some of the specific tasks that will be performed during the pretest include the following:

- Recruiting households to participate in the pretest
- Mailing out the survey packets to the participants
- Making telephone calls to households before the assigned travel day to remind them of their survey date and to answer any questions
- Contacting households the day following their assigned travel day to confirm participation and to collect the information
- Maintaining records of calls, responses, and other pertinent data
- Coding survey responses
- Developing a test database and geocoding the address information
- Conduct debriefing sessions with households that participated in the pretest

ETC Institute and key WAMPO staff and stakeholders will analyze the pretest process and results. The analysis will be based on debriefing sessions and questions during the pretest from participating households and observations by the ETC Institute team and key WAMPO staff and stakeholders. The analysis will include an estimate the overall survey response rate based on the response rate of the pretest, make recommendations for changes in the wording of the survey questionnaire, and evaluate the effectiveness of both phone and mail retrieval methods.

Deliverable for Task 3: ETC Institute will prepare a technical memorandum that documents the results of the pretest. The memorandum will provide key WAMPO staff and stakeholders with a full evaluation of the results of the pretest, problems with survey forms or the methodology, and recommendations to correct any problems that occurred. The effectiveness of phone versus mail retrieval methods will be included in the memorandum. The technical memorandum will be prepared in a manner that allows key WAMPO staff and stakeholders to review and provide input on all survey materials.

Task 4: Revise Survey Procedures and Materials

Task Manager: Chris Tatham (ETC Institute)

Based on the analysis of the completed pretest survey, ETC Institute will make changes to the survey questionnaires and the procedures for administering the survey. ETC Institute will then finalize the design of all survey materials and survey procedures with input from key WAMPO staff and stakeholders.

Deliverable for Task 4: ETC Institute will submit final drafts of the sampling plan and survey materials for review and approval by key WAMPO staff and stakeholders.

Task 5: Conduct the Survey

Task Manager: Chris Tatham (ETC Institute)

Public involvement: ETC Institute will work with key WAMPO staff and stakeholders to develop a campaign to raise awareness of the household travel study and present a unified message to the WAMPO region. WAMPO staff will administer the public involvement activities, with support from the ETC Institute team. Some ideas that will be jointly considered by key WAMPO staff and stakeholders and the ETC Institute team during the development of the public awareness campaign include:

- Developing and posting a page on the WAMPO website that is dedicated to answering questions about the household travel survey
- Creating a You Tube video that briefly explains the purpose of the survey and shows respondents how to fill out survey forms, and posting a link to it on the WAMPO website
- Establishing a dedicated toll-free phone contact to answer questions about the survey
- Issuing media releases to local TV, radio, and newspapers

Recruiting Households to Participate: The process for recruiting households to participate in the survey will be implemented as follows:

- ETC Institute will mail an advance notification letter and send an automated phone message to all households that are selected in the sample frame. The letter and automated call will inform the household about the survey and encourage their participation. The letter will also include a toll-free phone number and the project website to allow the household to get more information about the survey, as well as information that will allow households without phones to contact ETC Institute to request an opportunity to participate in the survey.

- ETC Institute's phone interviewers will then contact each of the households with a land line or cell phone number in the sample frame and ask them to participate in the survey. If the household agrees to participate, the interviewer will acquire all pertinent household and personal data during the initial phone call.

- ETC Institute will continue recruiting households to participate in the survey until 2,500

households agree to participate.

- Households who agree to participate will be assigned a day to record their travel behavior in a travel diary, and they will be given instructions regarding how the information will be reported back to ETC Institute.

- The information that is gathered from each participating household will be entered into a household database when the household is recruited. Each household that is recruited will be assigned a unique record number that will allow the ETC Institute team to monitor the household's participation in the survey throughout the survey administration process. The household database will serve as the basis for keeping track of the participants, the number of households that have been recruited for each cell in the sampling plan, the number of completed surveys for each cell in the sampling plan, the status of all mailings to and from the household, household response rates, the assignment of travel days, and all demographic data that is retrieved during the initial phone interview.

Administering the Survey to Participating Households: The process for administering the survey to participating households will be implemented as follows:

- ETC Institute will assign a personal representative to each household that agrees to participate in the survey. This person will be the primary point of contact for the household. When the personal representative isn't available, a substitute will be assigned; ETC institute will strive to ensure the primary representative to each household does not change during the course of the process. Using the WAMPO office address as the return address, ETC Institute will mail a survey packet to each household that agrees to participate in the survey. ETC Institute will personalize the survey packet and contents for each household. The contents of the packet will be reviewed and approved by key WAMPO staff and stakeholders, and they will include (at a minimum),

  - An introductory letter signed by a senior WAMPO official
  - The household questionnaire
  - A travel diary for each person in the household
  - Extra diary sheets
  - A refrigerator magnet, inscribed with the household's scheduled day to record their travel behavior in the provided travel diary
  - Contact information, including a toll-free phone number and email address, for the assigned ETC personal representative
  - A set of instructions, including the scheduled day for the household members to record their travel behavior in the provided travel diary, the time when a phone call from the assigned ETC personal representative will be made to collect the diary data, a statement of the anonymity of the participant, WAMPO's web address, and any other information that may be appropriate

- A week before the scheduled travel behavior recording day, the personal representatives will call the participating households to confirm receipt of the survey materials. They will also mail postcards to each participating household to remind them of their scheduled day to record their travel behavior in the provided travel diaries. One to two days before the scheduled travel behavior recording day, the personal representatives will place reminder calls to each household to confirm their participation, stress the importance of the survey, and emphasize the anonymity of the data provided.

- The ETC personal representatives will make follow-up calls the day after the scheduled travel behavior recording day to ensure all household members reported their travel behavior in the provided diaries. If the caller indicates that one or more household members did not complete a diary, the personal representative will reschedule the household's travel behavior recording day if the household still wants to participate. If a

household declines further participation, ETC Institute will replace the household with another household from the random list. Households that completed the travel diaries will be given the option of returning the surveys to the personal representative by mail in a postage-paid envelope. Households that do not have many members or did not make many trips on their scheduled travel behavior reporting day may elect to provide the information to ETC Institute over the phone. Once the household has provided all of the its travel diary and survey information, the ETC personal representative will send a thank-you letter.

- Household without phones will be included in the random sample. These households will be reached through the advance notification letter that will be sent to all households that are randomly selected for the survey. The advance notification letter will include a toll-free phone number and a mailing address to send a written response that households without phones can use to schedule participation in the survey. When a household without a phone requests by phone or by mail to participate in the survey, the ETC Institute personal representative assigned to that household will discuss with the household members the best way to administer the survey. Since the survey administration and quality control procedures for households without phones will likely differ from the procedures designed for households with phones, the personal representative will work with the household to design a methodology to allow the household to fully participate in the survey. Since it will be more difficult for households without phones to participate in the survey, ETC Institute will reach this segment of the population by administering the survey to an additional 200 traditionally underserved households (see Task 5b). A high percentage of the traditionally underserved households will not have phones.

Data Collection and Entry and Quality Control Procedures: ETC Institute will enter the diary data into a preliminary survey database. The database will be designed by ETC Institute. During the data collection and entry process ETC Institute will use an automated edit check program to review the data to ensure that it is complete and that all trips are logical. A few examples of the items that will be checked by the edit check program are listed below:

- Does the start time for a trip precede the end time for the trip?
- Does the start time for trip 1 precede the start time for trip 2 and does the start time for trip 2 precede the start time for trip 3, and so forth?
- Is the number of vehicle occupants reported logical given the type of vehicle used for the trip?
- Does the number of trip records in the database for each household match the number of trips that were reported by the household?
- Does the number of persons with completed trip diaries from each household match the number of household occupants in the household?
- If the first trip of the day does not start at home, is the trip purpose logical given the location where the first trip began?
- If the last trip of the day does not end at home, is the trip purpose logical given the location where the last trip ended?
- Does the end location for trip 1 match the start location for trip 2? Does the end location for trip 2 match the start location for trip 3, and so forth?

Some of the other procedures that will be followed by ETC Institute to protect the quality of the data, include,

- All recruiting, mailing, coding, and data entry operations will be performed in-house under the direct supervision of ETC Institute's senior project management team

- Extensive training for all ETC Institute employees assigned to this project will be conducted prior to the start of the survey.

- Upon receipt of the travel diaries, ETC Institute will conduct a thorough review of all of the entries, including:

    - An individual examination of the diary information collected from each household, including a detailed review of the address information provided to ensure the addresses are spelled correctly and that they are addresses with physical locations
    - Inconsistencies in the reported data. These inconsistencies could include:

        - having the ending time for a trip precede the start time for the trip
        - having a person report the same address for both the start and end of their trip (e.g., a mother takes a child to school and lists the home address as both the start and ending location for the trip)

    - Compatibility of the data among household members; in other words, if two or more members of a household travel together to the same destination, does the trip appear on each person's travel diary?
    - A review of travel times for short travel distances

- If a diary entry does not conform to the specifications established for the field (meaning the respondent answers a question with information other than the information that was requested, such as writing "YES" for the number of vehicle occupants) or if the diary is incomplete or illegible, ETC Institute employees will take one of two actions. Employees will correct the entry if the error seems obvious or employees will call the household to correct the entry via telephone. If an employee takes either of these actions, the employee will note the action taken on the master file for the household and report the action to someone on the ETC Institute senior project management team. This review process helps ensure that all information is correct before the data are entered into the final survey database. If an error cannot be corrected, ETC Institute will replace the household with another household from the random list.

- ETC Institute will be responsible for determining the adequacy of the survey responses and removing any unusable records from the database. If a record is removed, ETC Institute will replace the household with another household from the random list.

Process and Geocode Survey Data: If survey weighting and other factoring methods are required, these actions will be performed by ETC Institute based on input from key WAMPO staff and stakeholders. For example, if the sample were stratified by household size and income, ETC Institute would work with WAMPO to obtain the estimated population in the region for each combination of household size and income. Weighting factors would then be developed by comparing the proportion of the region's actual population for each category household size and income to the proportion of surveys in the sample. If 10% of the region's population consists of 2-person households earning more than $75,000 per year but just 5% of the sample included 2-person households earning more than $75,000 per year, the weighting factor for 2-person households earning more than $75,000 per year would be 2.

ETC Institute will geocode the spatial location (e.g., X,Y coordinates) of all households, trip origins, and trip destinations collected in the travel survey into three separate ArcGIS shapefiles: an address level point shapefile of all disaggregated locations and attributes of participating households and their reported trip origins and trip destinations, a polygon shapefile of aggregated household locations and trip origins and destinations by zip code, and a polygon shapefile of aggregated household locations and trip origins and destinations by WAMPO traffic analysis zone (TAZ). Point data will be aggregated to the polygon geography. The entire GIS process (geocoding and shapefile creation) will use the following projected coordinate system: NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet.

The ESRI ArcGIS software suite will be the primary software used to geocode the survey data, and TransCAD and other specialized database manipulation and geocoding software tools will be used in

problem areas. The survey database will be geocoded by ETC Institute until the following match rates are achieved:

- 95% of household addresses
- 95% of the workplace addresses
- 90% of the origin addresses
- 90% of the destination addresses

Any remaining addresses will be matched to the TAZ and zip code geographies. The quality control / quality assurance element of our geocoding process includes an array of steps and methods, including:

- investing significant effort in the initial cleaning (pre-processing) of address/location data

- running geocoding pass(es) and generating statistics of match percentages by type, e.g. matches to street segment, to alternate or secondary segment names, to intersections, reasons for non-matches

- tagging matched locations with secondary (polygon-based) location attributes to capture out-of-area type errors

- iteratively, entering needed corrections to location/address data

- geocoding random samples of the survey table(s) using different reference networks and software, e.g. competing commercial street databases and/or agency-provided street centerlines as well as geocoding tools from ESRI, Caliper, and/or stand-alone commercial-grade geocoders.

- determining (visually and programmatically) the level of spatial discrepancies between the geocoded results based on various sources and identifying the most suitable geocoding tools and approach for the study area

ETC Institute will use the shapefiles provided by WAMPO (zip code shapefile, TAZ shapefile, and address level parcel) to match the survey addresses.

Deliverables for Task 5: ETC Institute will submit interim and final deliverables during the administration of the household survey as described below:

- **Interim Deliverables**: During the survey administration phase of the project, ETC Institute will submit bi-weekly progress reports and an interim data file to key WAMPO staff and stakeholders. The **progress reports** will be submitted in the format of a spreadsheet that shows the following: (1) the goal for the number of completed surveys for each type of household and geographic sub-area specified in the sampling plan, (2) the number of households that have been recruited to date to participate in the survey by type of household and geographic sub-area, and (3) the actual number of completed surveys that have been obtained for each type of household and geographic sub-area. The **interim data file** will be submitted in an Excel spreadsheet format. The interim data file will contain the household information for all households that have been recruited to participate in the survey and whether the household has completed survey.

- **Final Deliverables**: The final deliverables for this task will include the three databases described below:

    - Household database. This database will contain all of the household level information collected for each of the households participating in the survey. The information for

each household will be shown as a separate record. The home address of the household will be geocoded; an ID field will link each record in the associated geocoded shapefile to the household database. ETC Institute will provided a data dictionary that explains each field in the database.

- Person database. This database will contain all of the person level information collected for each person that completes a travel diary. The information for each person will be shown as a separate record. The work address for employed persons will be geocoded; an ID field will link each record in the associated geocoded shapefile to the person database. ETC Institute will provided a data dictionary that explains each field in the database.

- Trip database. This database will contain all of the trip information completed by all persons who complete a travel diary. Each trip will be shown as a separate record. The starting and ending address for each trip will be geocoded; an ID field will link each record in the associated geocoded shapefile to the trip database. ETC Institute will provided a data dictionary that explains each field in the database.

Task 5a: Conduct the Passive GPS Survey
Task Manager: Chris Tatham (ETC Institute)

ETC Institute will employ a passive data collection effort using GPS tracking devices to track household travel behavior in a sub-set of the overall household travel survey participants (250 households). ETC Institute will also compare the GPS data with the data submitted in the travel diaries and derive conclusions regarding the representativeness of the diary data.

Methodology: ETC Institute personal representatives will ask each of the households that are recruited for the household travel survey to also participate in the passive GPS data collection effort until total of 250 households agree to participate. The sampling plan for the passive GPS will stratified in the same manner that the Household Survey is stratified (see Task 2). The goals for the passive GPS survey will be 10% of the goals established for Household Survey. ETC Institute will offer a cash incentive of up to $75 to encourage participation in the passive GPS survey. ETC Institute staff will reserve centrally located meeting places in the WAMPO region, and the ETC Institute personal representatives will notify participating households of the time, date, and place reserved for the device installation. Qualified ETC Institute staff will be present at the agreed upon time, date, and place, and they will install the data logger and GPS receiver for each tracking device. ETC Institute staff will ensure the devices are installed in vehicles used by a total of 250 households. ETC Institute staff will install GPS tracking devices in a maximum of three vehicles per household, for a total potential maximum number of 750 individual vehicles. The LandAirSea Model 3100-INT GPS tracking devices will be used by ETC Institute for the GPS data collection effort.

The passive GPS survey will occur over three days. Each day's tasks are listed below.

Day 1: The recruited households will drive their vehicle(s) to the designated location near their homes. ETC Institute's bilingual staff will install the LandAirSea 3100-INT devices and explain to the participants how the devices work. Final instructions and a hands on-demonstration will be given to each participant so that they understand how to properly record information on the written portion of the activity travel diary and to ensure they understand how the GPS devices work.

Day 2: All household members will record travel information in the written travel diary. The LandAirSea 3100-INT will record all vehicle travel data. The GPS data will only be collected while the vehicle is in operation. The LandAirSea 3100-INT has an indicator light that is on when the data logger is recording. Households will be asked to notify ETC Institute's local team if the light is off while they are driving, or if there are any other mechanical problems. A qualified ETC

Institute team member will be on-call and on-site to assist survey participants if there is a problem. ETC Institute will provide each participant with a local phone number to call if they have any questions or problems.

Day 3: The household will return to the same location where the LandAirSea 3100-INT was originally installed. ETC Institute staff will download the data from the GPS device to verify the information that was recorded in the household activity travel diary and the downloaded data from the LandAirSea 3100-INT is complete. If the household activity diary is properly completed and the GPS data is complete, the participants will be given a cash incentive of up to $75 for their participation. If the household activity travel survey diary is incomplete and/or the GPS data is incomplete, the household will be asked to redo the travel diary and the GPS survey on another day. Households will be told that each member of their household must return all survey materials (both the travel diary and GPS devices) to receive the cash incentive. If one or more household members do not return their survey materials, the travel data for the household will not be accepted and the household will not receive the cash incentive. ETC Institute personnel will conduct face-to-face reviews of the GPS data with travel survey participants. ETC Institute's personnel will have laptop computers in the field that will be used to show the GPS data to survey participants to ensure that the data from the GPS units accurately reflect the trips that were completed by the participating household. If the data does not match or is incomplete, ETC Institute will ask the participant to redo their travel day.

Deliverable for Task 5a: ETC Institute will provide key WAMPO staff and stakeholders with the travel data from each of the households that participate in the Passive GPS Survey. The travel data for each vehicle will be submitted in an ASCII file format. Data entry is not required for the Passive GPS Survey because the database is automatically created while the GPS device is working. One file will be submitted for each vehicle that participates in the passive GPS survey.

ETC Institute will also draft a technical report, which will be an analysis of the differences between the travel diary data and the passive GPS survey data. The analysis will focus on the difference in the number of trips reported by the household on the household travel diaries compared to the number of trips recorded by the GPS devices that were installed on vehicles belonging to the household. The data will be submitted to key WAMPO staff and stakeholders.

ETC Institute will also submit a single GPS Administrative File that contains the following information for each vehicle that participates in the passive GPS survey:

1. Household ID Number
2. Vehicle Number
3. Household Travel Date
4. Vehicle Year
5. Vehicle Make
6. Vehicle Model
7. Beginning Odometer Reading
8. Ending Odometer Reading
9. Type of Vehicle

Task 5b: Conduct the Survey of Traditionally Underserved Populations

Task Managers: Chris Tatham (ETC Institute) and Karen Falk (ETC Institute)

ETC Institute will complete an additional 200 surveys with members of traditionally underserved groups, such as low-income persons, persons with disabilities, racial minorities, seniors, etc., to ensure that the travel patterns of these traditionally underserved populations are accurately represented. The survey of traditionally underserved populations will be the same survey that is administered to the general population (as described in Task 5). This will include the collection

household data, person data, and trip data. The only difference is that the survey of traditionally underserved populations will be completed by just one person per household.

The process for administering the survey is described below:

- The first step involves the identification of organizations that provide services to underserved populations, such as government offices, public health agencies, transit agencies, non-profit organizations, and others. ETC Institute will work with WAMPO to identify 10-20 such organizations in the WAMPO region.

- The second step involves seeking cooperation from these agencies to allow ETC Institute to conduct surveys with people who are served by these organizations.

- The third step involves the recruitment of persons to participate. ETC Institute will work with these organizations to develop an appropriate method of recruiting participants for the survey. In some cases, participants may be selected at random from databases maintained by the supporting organization. In other cases, participants may be selected at random based on the sequence in which they arrive at the supporting organization's site.

- Finally, ETC Institute will administer the survey. For respondents who do not have a phone, the survey will be administered as a face-to-face interview at a central location, such as a government office, health center, or transit center. For respondents who have a phone, the survey administration procedures will be the same as those used for the survey of the general population.

- **Deliverable for Task 5b**: The final deliverables for this task will include the three databases described below:

    - Household database. This database will contain all of the household level information collected for each of the 200 persons participating in the survey. The information for each household will be shown as a separate record. The home address of the household will be geocoded; an ID field will link the associated geocoded shapefile to the household database. ETC Institute will provided a data dictionary that explains each field in the database.

    - Person database. This database will contain all of the person level information collected for each of the 200 persons who complete the survey. The information for each person will be shown as a separate record. The work address for those who are employed will be geocoded; an ID field will link the associated geocoded shapefile to the person database. ETC Institute will provided a data dictionary that explains each field in the database.

    - Trip database. This database will contain all of the trip information completed by each of the 200 persons who complete a travel diary. Each trip will be shown as a separate record. The starting and ending address for each trip will be geocoded; an ID field will link the associated geocoded shapefile to the trip database. ETC Institute will provided a data dictionary that explains each field in the database.

Task 5c: Conduct the Independent Third-Party Review of the Survey Data

Task Manager: Chris Nazar (WSA)

WSA will work with key WAMPO staff and stakeholders to develop a methodology for independently reviewing the quality of the data gathered by ETC Institute. At a minimum, this review will include an assessment of the following:

- Do the results make logical sense?
- Do the results reflect known local transportation issues?
- Is data formatted in a manner that is correct and compatible with the WAMPO travel demand model and other WAMPO needs?
- Is the survey adequately documented and if not, what should be added to the final report?

This review will also include a thorough editing of the final report documents prepared by ETC Institute.

Since this will be an independent review, WSA will report its findings directly to key WAMPO staff and stakeholders.

Deliverable for Task 5c: WSA will prepare a summary that documents the findings of the review. The report will identify strengths of the surveys data/reports and opportunities to improve the survey databases/reports. The opportunities for improvement will be classified as "mandatory" and "suggested" opportunities for improvement. "Mandatory" opportunities for improvement will involve issues that WSA believes must be addressed by ETC Institute before the project is completed. "Suggested" opportunities for improvement will involve issues that would enhance the overall report and/or database, but are not critical to WAMPO's long-term application of household travel study.

Following review of WSA's recommendations by key WAMPO staff and stakeholders, ETC Institute will address and correct all "mandatory" opportunities for improvement. ETC Institute will also address and correct the "suggested" opportunities for improvement as much as possible.

Task 6: Prepare Survey Documentation and Conduct Training

Task Manager: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

Survey Documentation: ETC Institute and WSA will develop a set of technical and non-technical summary documents that allow the general public and key WAMPO staff and stakeholders to understand the overall household travel survey. The documents will cover the methodology, analysis, and results of the passive GPS and the traditionally underserved surveys in each document (where relevant), as well as the methodology, analysis, and results of the overall household travel survey. At a minimum, the final documents will include the following:

- A ***Executive Summary (Non-Technical)***
- ***Sampling Procedures and Results (Technical and Non-Technical Versions)***, which will include a discussion of the sampling strategy and accuracy factors based on the sample size. The technical version will include the household matrix for the travel demand model and the number of observations per cell.
- ***Final Survey Design and Survey Instruments (Technical)***, which will include the pre-test analysis (a tabulation of the pre-test responses, subsequent problems, and the resolution of those problems), an explanation of the development of the final survey questionnaires, and a copy of the final survey questionnaires.
- ***Survey Implementation, Timetable, and Quality Control (Technical)***, which summarizes the survey methodology, quality control methods, and dates the survey was conducted.
- ***Geocoding Methods (Technical)***, including the methodology and results of geocoding activities.

- ***Survey Results and Analysis (Technical)***, which will include a complete set of survey data tabulations, a presentation of margin of error levels for key survey parameters, survey completion and response rates, biases arising from the survey and factoring that was applied, an evaluation of the soundness of the data collected, identification of any weaknesses in any categories, and instructions regarding the use of the data in WAMPO's travel demand model.

- ***Trip generation rates (Technical)*** and some measure of their variance stratified by household size and income for each trip purpose for each sub-area and for each trip purpose for the WAMPO region as a whole.

- ***Trip length frequency distributions (Technical)***, including average trip length, auto occupancy, and some measure of the variance of the average trip length for each trip purpose for each sub-area and for the WAMPO region as a whole.

- ***Weighting Factors (Technical)*** In addition, ETC Institute will provide technical documentation and data files that include a description of weighting factors (if needed) to expand the survey data in a manner that will adjust for any non-response differences, and/or over/under sampling for particular population segments. Also, expansion factors will be included in the data files so that the survey data can be expanded to the represent the travel characteristics of the overall population of the study area. The statistical summary will include basic statistical profiles, sample validation statistics, statistics on non-response, and comparisons with Census 2000 data, ACS data, and/or data from other metropolitan areas, such as Oklahoma City, Austin, or others.

Key WAMPO staff and stakeholders will have an opportunity to review and comment on the draft documents before they are finalized. Upon receipt of the WAMPO review, ETC Institute will respond to the review, and incorporate any necessary changes into the final report.

Training: Once the final databases have been prepared, ETC Institute will provide key WAMPO staff and stakeholder with training to ensure they are fully able to use the household travel survey data from the project. At a minimum the training will include:

- Three days of on-site training (24 hours total) for key WAMPO staff and stakeholders
- A user's guide with instructional materials showing how to use, maintain, and analyze the survey data
- On-call support for one year following completion of the project to answer questions and provide help to key WAMPO staff and stakeholders with the use survey data

Deliverables for Task 6: ETC Institute will submit the following items in both draft and final form as the final deliverables for the project:

- Twenty-five (25) copies of the user's guide with instructional materials showing how to use, maintain, and analyze the survey data

- The final, edited, geocoded household, person, vehicle, trip/activity survey disaggregated and aggregated data files in GIS shapefile formats. The GIS shapefiles will contain an ID to link the shapefile record to the relevant record in the household, person, or trip databases.

- The final data file for non-respondent follow-up surveys

- All associated technical documentation for these final data files (shapefiles, databases, and spreadsheets) including the metadata developed and the data dictionary

- Twenty-five (25) bound hard copies of the draft technical and non-technical versions of the household travel survey documentation

- Fifty (50) bound hard copies of the final technical version of the household travel survey documentation

- Fifty (50) labeled CDROM or DVD copies containing the executive summary, the entire household travel survey documentation, and all appendices, maps, and attachments in Adobe pdf format

- Fifty (50) bound hard copies of an executive summary and non-technical version of the sampling procedures and results of the household travel survey

All reports and related information will be provided in Microsoft Office 2007 and Adobe pdf program electronic formats as listed above, and in numbers listed above. All reports will be produced with associated text, graphics, tables, maps and figures and will be printed in 8 ½ x 11 inch format with 11 x 17 inch fold out graphics as necessary.

If the budgeted amount as shown in the approved budget (WAMPO Unified Planning Work Program) upon the date of the final signature of this contract is $575,000, then Task 7 will be performed.

Task 7: Administer Additional Household Travel and Passive GPS Surveys
Task Manager: Chris Tatham (ETC Institute)

ETC Institute will complete an additional 500 household travel surveys and the associated third party review for a total of 3,000 household travel surveys. ETC Institute will complete an additional 50 passive GPS surveys for a total of 300 passive GPS surveys. The methodology and deliverables associated with these work products will be consistent with the relevant specifications listed in Tasks 2, 5, 5a, 5c, and 6.

Project Schedule

April 2010	Task 1: Project Management Plan
May-June 2010	Task 2: Survey Design Specifications
July 2010	Task 3: Conduct a Pretest
August 2010	Task 4: Revise Survey Procedures and Materials
Sep-Nov 2010	Task 5: Conduct the Survey
Sep- Nov 2010	Task 5a: Conduct the Passive GPS Survey
Oct 2010	Task 5b: Conduct the Survey of Traditionally Underserved Populations
Nov 2010	Task 5c: Conduct the Independent Third-Party Review of the Survey Data
Dec 2010	Task 6: Prepare Survey Documentation and Conduct Training
May - Dec 2010	Task 7*: Administer Additional Household Travel and Passive GPS Surveys

*If the budgeted amount as shown in the approved budget (WAMPO Unified Planning Work Program) upon the date of the final signature of this contract is $575,000 then Task 7 will be performed.

EXHIBIT D

Fee Schedule

The project will be based on a cost plus fixed fee basis not to exceed $574,931.14 or the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the date of the final signature of this contract if different.

Consultant Name: ETC Institute	Project Name: WAMPO Household Travel Origin - Destination Survey			
Direct Labor	Personnel	Hours	Hourly Rate	Total Costs
	C. Tatham, Project Manager	400	$ 62.10	$ 24,840.00
	E. Tatham, Data Manager	272	$ 62.10	$ 16,891.20
	A. Kolcz, GIS Manager	200	$ 50.00	$ 10,000.00
	A. Hekele	252	$ 35.60	$ 8,971.20
	G. Grimm	116	$ 26.40	$ 3,062.40
	L. Vine	136	$ 26.40	$ 3,590.40
	K. Falk	156	$ 34.20	$ 5,335.20
	J. Morado	176	$ 27.80	$ 4,892.80
	V. Drake	120	$ 26.40	$ 3,168.00
	R. Cicerone	110	$ 34.20	$ 3,762.00
	Support Staff Supervisor	460	$ 21.20	$ 9,752.00
	Support Staff	4440	$ 14.90	$ 66,156.00
	Total Direct Labor	**6838**		**$ 160,421.20**
Labor Overhead		Burden Rate	Base Direct Labor Cost	
	Fringe Benefits (108% of Direct Labor)	108%	$ 160,421.20	$ 173,254.90
	Overhead (34% of Direct Labor)	34%	$ 160,421.20	$ 54,543.21
	Total of Labor Overhead	**142%**	**$ 160,421.20**	**$ 227,798.10**
Profit/Net Fee (10% of Direct Labor and Labor Overhead)				**$ 38,822**
Subcontractors				
	Wilbur Smith Associates			$55,623.91
			Total Subcontractors	**$ 55,623.91**
Travel				
	Mileage (27 trips at 360 miles per trip @ $.48 per mile)			$ 4,665.60
	Hotel (50 nights @ $100 per night)			$ 5,000.00
			Total Travel	**$ 9,665.60**
			TOTAL	**492,330.74**

If the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the date of the final signature of this contract is $575,000, then the following costs will be incurred.

Consultant Name: ETC Institute	Project Name: WAMPO Household Travel Origin - Destination Survey			
Direct Labor	Personnel	Hours	Hourly Rate	Total Costs
	C. Tatham, Project Manager	80	$ 62.10	$ 4,968.00
	E. Tatham, Data Manager	48	$ 62.10	$ 2,980.80
	A. Kolcz, GIS Manager	40	$ 50.00	$ 2,000.00
	A. Hekele	48	$ 35.60	$ 1,708.80
	G. Grimm	24	$ 26.40	$ 633.60
	L. Vine	24	$ 26.40	$ 633.60
	K. Falk	24	$ 34.20	$ 820.80
	J. Morado	24	$ 27.80	$ 667.20
	V. Drake	0	$ 26.40	$ -
	R. Cicerone	10	$ 34.20	$ 342.00
	Support Staff Supervisor	80	$ 21.20	$ 1,696.00
	Support Staff	780	$ 14.90	$ 11,622.00
	Total Direct Labor	**1182**		**$ 28,072.80**
Labor Overhead		Burden Rate	Base Direct Labor Cost	
	Fringe Benefits (108% of Direct Labor)	108%	$ 28,072.80	$ 30,318.62
	Overhead (34% of Direct Labor)	34%	$ 28,072.80	$ 9,544.75
	Total of Labor Overhead	**142%**	**$ 28,072.80**	**$ 39,863.38**
Profit/Net Fee (10% of Direct Labor and Labor Overhead)				**$ 6,794**
Subcontractors				
	Wilbur Smith Associates			$7,125.00
			Total Subcontractors	**$7,125.00**
Travel				
	Mileage (2 trips at 360 miles per trip @ $.48 per mile)			$ 345.60
	Hotel (4 nights @ $100 per night)			$ 400.00
			Total Travel	**$ 745.60**
			TOTAL	**82,600.39**
GRAND TOTAL ALL SERVICES (Sample Size 3000, 300 GPS Surveys, third party review and traditionally underserved survey)				574,931.14

CONTRACT FOR PROFESSIONAL SERVICES

WAMPO Household Travel Origin – Destination Survey Consultant Contract

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the Wichita Area Metropolitan Planning Organization (WAMPO), party of the first part (hereinafter referred to as "the Client"); and ETC Institute, party of the second part (hereinafter referred to as "the Consultant")

WHEREAS, the Client wants to contract with the Consultant for services to support the development, administration, analysis, and reporting of a regional Household Travel Origin – Destination Survey. The contract is financed in part with funding from the Federal Highway Administration (FHWA) and is subject to federal requirements and regulations. The services performed under any resulting agreement shall comply with all federal, state and the City of Wichita laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18 and cost eligibility reimbursement will be subject to 48 CFR 31.2; and

WHEREAS, the Consultant has the knowledge, experience and expertise in household travel surveys to undertake this Project on behalf of the Client; and

WHEREAS, the Client desires to retain the services of the Consultant to provide support in the development, administration, analysis, and reporting of the WAMPO Household Travel Origin – Destination Survey.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **DESCRIPTION OF SERVICES**. The Consultant will provide the services and deliver the documents required to develop, administer, and analyze the Household Travel Origin – Destination Survey as outlined in the Scope of Services set forth in Exhibit C, which by this reference is incorporated and made part of this agreement, and as follows.
    A. To make available during regular office hours, all data, surveys, calculations, maps, drawings, and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this agreement.
    B. To attend meetings with the Client and other local, state and federal agencies as necessitated by the Scope of Services as set forth in Exhibit C which by this reference is incorporated and made a part of this agreement.
    C. To save and hold the Client harmless against all suits, claims, and losses arising from or caused by errors, omissions or negligent acts of the Consultant, its agents,

servants, employees, or subcontractors occurring in the performance of its services under this contract.

D. To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the Client.

E. 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.

F. To be responsible for the professional and technical accuracies and the coordination of all surveys, data, maps, presentations, drawings, specifications, plans and/or other work or material furnished by the Consultant under this agreement. The Consultant further agrees that all surveys, data, maps, presentations, drawings, specifications, plans, and other work or material furnished by the Consultant, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

2. PERFORMANCE OF SERVICES. The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested information and activities as agreed between Client and Consultant.

3. PAYMENT. The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the agreement for the direct hours worked by the Consultant's employee(s) and, if applicable, subcontractors at the rates set forth in Exhibit D, Fee Schedule, which by this reference is incorporated and made a part of this agreement. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. Unless acceptable by the Client, the maximum cost not to exceed dollar amount for the compensation for services detailed in this agreement is $574,931.14 or the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the effective date of the final signature of this contract if different. Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this contract must be submitted by December 16, 2010. During the progress of work covered by this agreement, payments less a retainage of 5% will be made to the Consultant at monthly intervals based on the statements provided by the Consultant itemizing the number of hours of work performed, the percentage of the services hereunder completed and in compliance with the Fee Schedule as set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by

reference. Client will make payment within 30 days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. The Consultant will negotiate with the Client if there are any changes in deliverable dates. In addition, the Consultant agrees that;

A. The reimbursement for the professional services required by this agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. 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 Client and the Consultant.
B. Accumulated monthly payments shall not exceed ninety-five percent of the maximum fee payment amount until the final draft report has been received and approved by the WAMPO Transportation Policy Body.
C. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
D. The Client may withhold reimbursement of payment at the end of each monthly cycle and the accrued retainage dollar amount in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
E. At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the scope of services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced. Client will inform Consultant promptly of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.

F. To the extent the Client is satisfied with Consultant's work progress, accrued retainage held by the Client from prior invoice payments will be released to the Consultant every six months or every sixth invoice. Retainage due will be billed as a separate invoice for retainage only from Consultant. At the Client's discretion, retainage may continue to be withheld from future payments for work not yet invoiced. Upon completion of all services accepted by the Client, Client will release all remaining retainage to Consultant within 30 days of final approved and reconciled invoicing from Consultant.

4. **CASH BASIS AND BUDGET LAWS**. The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
5. **INDEMNIFICATION AGREEMENT**. Consultant agrees to fully indemnify, defend, and hold harmless Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement.
6. **TERM/TERMINATION.** This agreement shall run for the life of the project effective the date of the final signature of this contract not to exceed a December 2010 deadline. This agreement shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim including the total accumulated retainage dollar amount must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by Consultant to carry out this contract, including data, surveys, calculations, maps, drawings, studies, records, and reports shall, at the option of Client, become the property of the Client and be immediately turned over to the Client. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **PROPRIETARY MATERIALS.** Upon the successful completion of contract, all data provided by the Client, and any new data collected by the Consultant under this contract will be returned to the Client. The Consultant agrees to not keep copies of the provided and collected data after the successful completion of the contract for any other use, or transfer data to any other party without the written approval from the Client.
8. **RELATIONSHIP OF PARTIES**. It is understood and agreed that the Consultant is an independent contractor.
9. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client: Kristen Zimmerman
Senior Transportation Planner
Wichita Area Metropolitan Planning Organization
455 N. Main St. – 10th Floor
Wichita, Kansas 67202-1688

For the Consultant: Christopher E. Tatham
Senior Vice President
ETC Institute
725 W. Frontier Circle
Olathe, Kansas 66061

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.
11. **AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.
12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **APPLICABLE LAW.** This Agreement shall be governed by the law of the State of Kansas.

Approved as to form:

By _____ 4/2/10
Joe Allen Lang Date
Chief Deputy City Attorney, City of Wichita

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:

_____ _____
Tim Norton Date
Transportation Policy Body Chairperson

CITY OF WICHITA AS FISCAL AGENT:

_____ _____
Carl Brewer Date
Mayor

ATTEST:

_____ _____
John Schlegel Date
WAMPO Secretary

ETC INSTITUTE:

_____ _____
Christopher E. Tatum Date
Senior Vice President

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 there under.

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.

EXHIBIT B

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____ 2010.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes**: The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT C

Scope of Services

The following Scope of Services describes the work to be performed by the lead consultant, ETC Institute, and by the subcontractor, Wilbur Smith Associates (WSA), for WAMPO to develop, administer, analyze, and report a regional household travel survey to obtain detailed information on the travel behavior and select socioeconomic characteristics of households in the WAMPO region. The WAMPO region is defined as all of Sedgwick County, Kansas, the City of Andover, Kansas, and the Sumner County, Kansas portion of the City of Mulvane. Household travel information will be collected from a minimum of 2,500 households. Passive GPS survey data will be collected from a minimum of 250 households that are participating in the main survey. Two hundred (200) additional surveys will be administered to traditionally underserved households. The information collected in the survey will be used to enhance the WAMPO regional travel demand model and to obtain travel and socioeconomic statistics for general transportation planning. The following tasks describe the scope of the project in more detail.

Task 1: Project Management Plan

Task Managers: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

The ETC project manager and supporting team members will initiate needed conversations on project data collection, analysis, results, and documentation on a daily basis as needed to move the project forward. WSA will help ensure close coordination among project team members. The overall project management approach and the detailed project management plan will be based on three key goals: involvement of stakeholders, early coordination and communication of the study, and coordination with other WAMPO efforts. ETC Institute's most senior staff will directly supervise the details of all phases of the project to ensure that the overall survey effort is as accurate and complete as possible.

Deliverable for Task 1: ETC Institute will submit a project management plan that includes:

- A description of the roles and activities of each person on the ETC Institute team, including WSA staff
- A description of the roles and activities of the WAMPO Project Manager and staff
- A detailed project schedule that shows deadlines for all tasks that will be completed during the project, key on-site stakeholder meeting dates, and project management meeting dates
- A description of the involvement of key WAMPO staff, the WAMPO on-call travel demand model consultant (Iteris), and key WAMPO stakeholders including local municipalities/agencies, KDOT, FHWA, FTA, and other state and federal agencies
- An overview of the methodology for conducting the household travel survey
- An overview of the methodology for maintaining the privacy of survey respondents and the confidentiality of their responses
- An overview of the pre-survey public communication process to address methods for informing the WAMPO region public about the survey before it is conducted
- An overview of the public and stakeholder communication process to ensure the WAMPO region general public and key WAMPO staff and stakeholders are informed and involved during all phases of the survey

- An overview of the post-survey communication process to address methods for communicating the findings of the survey to local decision-makers in an understandable, meaningful manner

- A description of the methods that will be used to integrate the results of the survey with travel behavior and socioeconomic data from other sources, such as the American Community Survey (ACS) and the National Household Travel Survey (NHTS), to take advantage of the ACS and NHTS data, where applicable, and avoid duplicating data collection efforts

- Recommendations for using the data acquired in the household travel survey in other WAMPO plans, studies, and work programs

Task 2: Survey Design Specifications
Task Managers: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

The ETC Institute team will work WAMPO staff to design a household travel survey that will collect detailed information on the socioeconomic characteristics and weekday travel behavior of persons residing in a minimum of 2,500 households in the WAMPO region. WSA will provide key input on the WAMPO region geography, land use, population, communities, demographics, economy, and transportation system that may help determine survey methods and results. Key data elements to collect will include household data elements, person data elements, and trip data elements.
The following list of variables could be included, but not limit, the final list. The final list of variables will be determined in consultation with key WAMPO staff and stakeholders, and it will be primarily based on those requirements of the WAMPO travel demand model that cannot be obtained at the same level statistical confidence from another source (e.g., 2010 Census or the American Community Survey).

- Household data elements: location/physical address (e.g., street address and zip code) of the household, number of household occupants, annual household income, number of vehicles available, number of workers, own/rent status, number of students
- Person data elements: disability status, employment status, age, gender, relationship
- Trip data elements: mode of travel for each trip (e.g., car, carpool, bike, walk, bus), route choice, origin and destination of each trip, starting and arrival times of each trip, purpose/reason for each trip, number of persons in the vehicle for each trip

Geographic Sub-area Delineation: The ETC Institute team will discuss with key WAMPO staff and stakeholders the need for sub-area level data. If a need is identified, ETC Institute team will work with key WAMPO staff and stakeholders in identifying sub-areas, delineate sub-areas in GIS shapefile format, identify the minimum number of completed household interviews that will be completed per sub-area, and identify the confidence level and margin of error of the results that will be obtained from each sub-area.

Assessing Transportation Policies Recommended by WAMPO: The household travel survey represents an opportunity to collect information on the current and potential future effectiveness of planned strategies. If this data is desired by key WAMPO staff and stakeholders, the ETC Institute team will work with key WAMPO staff and stakeholders to develop questions that will be asked of household survey participants to evaluate regional strategies/policies.

Survey Design: As part of this task, the ETC Institute team will conduct an assessment of the survey design in the context of the data requirements for the project. The reliability of the principal travel model statistics (e.g., trip generation rates) is a key project data requirement. The assessment of different sampling plans will also take into account the needs of data being collected to support other regional planning needs. ETC Institute will work with WAMPO staff in assessing the anticipated impact that different designs will have on the accuracy of the data collected and the response rate.

The household survey questionnaire and travel diary will be structured and worded to allow

participants to answer the questions easily. The survey will be formatted in a manner that allows for coding, checking, and data entry functions to be performed easily. Survey procedures and materials will be crafted to "fit" the local context.

The survey will be designed to meet the following specifications:

- **Survey Type**: The survey will be designed to collect trip data from a representative sample of households in the WAMPO region and in any defined sub-area. This will include data on the number, mode, length, duration, and purpose, for all trips taken by all members of participating households. Basic household information, as well as demographic and socioeconomic data will also be collected for each household that participates in the survey. The survey will be conducted for one 24-hour period on an average, non-holiday weekday when local K-12 schools and colleges are in session. The survey will not be conducted on a day with unseasonable weather that affects normal driving habits of residents.

- **Survey Methodology:** The methodology for administering the survey will involve a travel diary format. ETC Institute will design and implement a process for recruiting participants, administering the survey, and retrieving the survey data. ETC Institute will also be responsible for developing the actual survey instruments that will be used to record each participant's household data and trip data. Partially completed household travel surveys will be replaced.

- **Sampling Strategy and Sample Frame**: ETC Institute will develop a sampling plan that is stratified based on the needs of WAMPO's regional travel demand model. The levels of stratification may be based upon residential land use classification, number of vehicles, household size, household income, and/or other socioeconomic or geographic factors. The sample frame will provide for a statistically valid and representative sample of households from the entire WAMPO region and from any defined sub-area.

- **Sample Source.** The sample for the Household Travel Survey will be selected at random from all known residential addresses in the WAMPO region.

    - ETC Institute will purchase the sample from Edith Roman. For the purposes of this study, ETC Institute will acquire a random sample of residential addresses from Edith Roman's database of residential housing units in the WAMPO region.

    - To ensure the randomness of the sample, every n^{th} record in Edith Roman's database will be selected for this sample. The nth value will be determined based on the total number of completed surveys desired by WAMPO (2,500) plus an additional 1% to account for replacing initially willing households that don't end up completing the entire survey process.

    - Once the random sample of residential addresses has been selected, Edith Roman will add contact information to each record. The contact information will include the associated phone numbers (land-line and/or cell phone numbers) with each address. This process will ensure that households that only have cell phones are included in the sample. Since the sample is selected by address, households without phones will have the same probability of being selected as households with phones.

    - To ensure that households without phones have an opportunity to participate in the study, ETC Institute will send an advanced notification letter that explains the purpose of the study to all households that are selected. The advance notification letter will include information that will allow households without phones to contact ETC Institute to request an opportunity to participate in the survey.

ETC Institute will also develop a follow-up survey of non-responding households that can be used to measure the size and likely impacts of non-response bias in the main household travel survey.

Deliverables for Task 2: The deliverables for this task will include the following:

- A technical memorandum that outlines the sampling methodology and the rationale that was used to develop the sampling plan. It will include a copy of the finalized sampling matrix, which will show the number of completed surveys that will be completed for each type of household and each sub-area.

- A list of the variables that must be included in the survey instruments to fully support the region's current and future modeling and planning requirements.

- Copies of the draft survey materials, including:

    - Household travel survey recruitment script, travel diary, instructional materials, and data retrieval scripts

    - If desired by key WAMPO staff and stakeholders, a regional transportation survey policies questionnaire

    - The follow-up survey for non-responding households

Task 3: Conduct a Pretest
Task Manager: Chris Tatham (ETC Institute)

As part of the survey design process, ETC Institute will conduct a pretest of the survey to evaluate the household travel survey methodology and survey instruments that are developed in Tasks 1 and 2. The pretest will be administered in consultation with and guidance from key WAMPO staff and stakeholders to at least 30 households in the WAMPO region. Some households will be given the option of returning the surveys by mail to compare the effectiveness of phone versus mail retrieval. The pretest will cover all aspects of the survey administration procedures that are outlined in this scope of services. The purpose of the pretest is to ensure that the survey instruments work as intended with all types of households (including minority and low-income households) in the WAMPO region.

Some of the specific tasks that will be performed during the pretest include the following:

- Recruiting households to participate in the pretest
- Mailing out the survey packets to the participants
- Making telephone calls to households before the assigned travel day to remind them of their survey date and to answer any questions
- Contacting households the day following their assigned travel day to confirm participation and to collect the information
- Maintaining records of calls, responses, and other pertinent data
- Coding survey responses
- Developing a test database and geocoding the address information
- Conduct debriefing sessions with households that participated in the pretest

ETC Institute and key WAMPO staff and stakeholders will analyze the pretest process and results. The analysis will be based on debriefing sessions and questions during the pretest from participating households and observations by the ETC Institute team and key WAMPO staff and stakeholders. The analysis will include an estimate the overall survey response rate based on the response rate of the pretest, make recommendations for changes in the wording of the survey questionnaire, and evaluate the effectiveness of both phone and mail retrieval methods.

Deliverable for Task 3: ETC Institute will prepare a technical memorandum that documents the results of the pretest. The memorandum will provide key WAMPO staff and stakeholders with a full evaluation of the results of the pretest, problems with survey forms or the methodology, and recommendations to correct any problems that occurred. The effectiveness of phone versus mail retrieval methods will be included in the memorandum. The technical memorandum will be prepared in a manner that allows key WAMPO staff and stakeholders to review and provide input on all survey materials.

Task 4: Revise Survey Procedures and Materials

Task Manager: Chris Tatham (ETC Institute)

Based on the analysis of the completed pretest survey, ETC Institute will make changes to the survey questionnaires and the procedures for administering the survey. ETC Institute will then finalize the design of all survey materials and survey procedures with input from key WAMPO staff and stakeholders.

Deliverable for Task 4: ETC Institute will submit final drafts of the sampling plan and survey materials for review and approval by key WAMPO staff and stakeholders.

Task 5: Conduct the Survey

Task Manager: Chris Tatham (ETC Institute)

Public involvement: ETC Institute will work with key WAMPO staff and stakeholders to develop a campaign to raise awareness of the household travel study and present a unified message to the WAMPO region. WAMPO staff will administer the public involvement activities, with support from the ETC Institute team. Some ideas that will be jointly considered by key WAMPO staff and stakeholders and the ETC Institute team during the development of the public awareness campaign include:

- Developing and posting a page on the WAMPO website that is dedicated to answering questions about the household travel survey
- Creating a You Tube video that briefly explains the purpose of the survey and shows respondents how to fill out survey forms, and posting a link to it on the WAMPO website
- Establishing a dedicated toll-free phone contact to answer questions about the survey
- Issuing media releases to local TV, radio, and newspapers

Recruiting Households to Participate: The process for recruiting households to participate in the survey will be implemented as follows:

- ETC Institute will mail an advance notification letter and send an automated phone message to all households that are selected in the sample frame. The letter and automated call will inform the household about the survey and encourage their participation. The letter will also include a toll-free phone number and the project website to allow the household to get more information about the survey, as well as information that will allow households without phones to contact ETC Institute to request an opportunity to participate in the survey.

- ETC Institute's phone interviewers will then contact each of the households with a land line or cell phone number in the sample frame and ask them to participate in the survey. If the household agrees to participate, the interviewer will acquire all pertinent household and personal data during the initial phone call.

- ETC Institute will continue recruiting households to participate in the survey until 2,500

households agree to participate.

- Households who agree to participate will be assigned a day to record their travel behavior in a travel diary, and they will be given instructions regarding how the information will be reported back to ETC Institute.

- The information that is gathered from each participating household will be entered into a household database when the household is recruited. Each household that is recruited will be assigned a unique record number that will allow the ETC Institute team to monitor the household's participation in the survey throughout the survey administration process. The household database will serve as the basis for keeping track of the participants, the number of households that have been recruited for each cell in the sampling plan, the number of completed surveys for each cell in the sampling plan, the status of all mailings to and from the household, household response rates, the assignment of travel days, and all demographic data that is retrieved during the initial phone interview.

Administering the Survey to Participating Households: The process for administering the survey to participating households will be implemented as follows:

- ETC Institute will assign a personal representative to each household that agrees to participate in the survey. This person will be the primary point of contact for the household. When the personal representative isn't available, a substitute will be assigned; ETC institute will strive to ensure the primary representative to each household does not change during the course of the process. Using the WAMPO office address as the return address, ETC Institute will mail a survey packet to each household that agrees to participate in the survey. ETC Institute will personalize the survey packet and contents for each household. The contents of the packet will be reviewed and approved by key WAMPO staff and stakeholders, and they will include (at a minimum),

  - An introductory letter signed by a senior WAMPO official
  - The household questionnaire
  - A travel diary for each person in the household
  - Extra diary sheets
  - A refrigerator magnet, inscribed with the household's scheduled day to record their travel behavior in the provided travel diary
  - Contact information, including a toll-free phone number and email address, for the assigned ETC personal representative
  - A set of instructions, including the scheduled day for the household members to record their travel behavior in the provided travel diary, the time when a phone call from the assigned ETC personal representative will be made to collect the diary data, a statement of the anonymity of the participant, WAMPO's web address, and any other information that may be appropriate

- A week before the scheduled travel behavior recording day, the personal representatives will call the participating households to confirm receipt of the survey materials. They will also mail postcards to each participating household to remind them of their scheduled day to record their travel behavior in the provided travel diaries. One to two days before the scheduled travel behavior recording day, the personal representatives will place reminder calls to each household to confirm their participation, stress the importance of the survey, and emphasize the anonymity of the data provided.

- The ETC personal representatives will make follow-up calls the day after the scheduled travel behavior recording day to ensure all household members reported their travel behavior in the provided diaries. If the caller indicates that one or more household members did not complete a diary, the personal representative will reschedule the household's travel behavior recording day if the household still wants to participate. If a

household declines further participation, ETC Institute will replace the household with another household from the random list. Households that completed the travel diaries will be given the option of returning the surveys to the personal representative by mail in a postage-paid envelope. Households that do not have many members or did not make many trips on their scheduled travel behavior reporting day may elect to provide the information to ETC Institute over the phone. Once the household has provided all of the its travel diary and survey information, the ETC personal representative will send a thank-you letter.

- Household without phones will be included in the random sample. These households will be reached through the advance notification letter that will be sent to all households that are randomly selected for the survey. The advance notification letter will include a toll-free phone number and a mailing address to send a written response that households without phones can use to schedule participation in the survey. When a household without a phone requests by phone or by mail to participate in the survey, the ETC Institute personal representative assigned to that household will discuss with the household members the best way to administer the survey. Since the survey administration and quality control procedures for households without phones will likely differ from the procedures designed for households with phones, the personal representative will work with the household to design a methodology to allow the household to fully participate in the survey. Since it will be more difficult for households without phones to participate in the survey, ETC Institute will reach this segment of the population by administering the survey to an additional 200 traditionally underserved households (see Task 5b). A high percentage of the traditionally underserved households will not have phones.

Data Collection and Entry and Quality Control Procedures: ETC Institute will enter the diary data into a preliminary survey database. The database will be designed by ETC Institute. During the data collection and entry process ETC Institute will use an automated edit check program to review the data to ensure that it is complete and that all trips are logical. A few examples of the items that will be checked by the edit check program are listed below:

- Does the start time for a trip precede the end time for the trip?
- Does the start time for trip 1 precede the start time for trip 2 and does the start time for trip 2 precede the start time for trip 3, and so forth?
- Is the number of vehicle occupants reported logical given the type of vehicle used for the trip?
- Does the number of trip records in the database for each household match the number of trips that were reported by the household?
- Does the number of persons with completed trip diaries from each household match the number of household occupants in the household?
- If the first trip of the day does not start at home, is the trip purpose logical given the location where the first trip began?
- If the last trip of the day does not end at home, is the trip purpose logical given the location where the last trip ended?
- Does the end location for trip 1 match the start location for trip 2? Does the end location for trip 2 match the start location for trip 3, and so forth?

Some of the other procedures that will be followed by ETC Institute to protect the quality of the data, include,

- All recruiting, mailing, coding, and data entry operations will be performed in-house under the direct supervision of ETC Institute's senior project management team

- Extensive training for all ETC Institute employees assigned to this project will be conducted prior to the start of the survey.

- Upon receipt of the travel diaries, ETC Institute will conduct a thorough review of all of the entries, including:

    - An individual examination of the diary information collected from each household, including a detailed review of the address information provided to ensure the addresses are spelled correctly and that they are addresses with physical locations
    - Inconsistencies in the reported data. These inconsistencies could include:

        - having the ending time for a trip precede the start time for the trip
        - having a person report the same address for both the start and end of their trip (e.g., a mother takes a child to school and lists the home address as both the start and ending location for the trip)

    - Compatibility of the data among household members; in other words, if two or more members of a household travel together to the same destination, does the trip appear on each person's travel diary?
    - A review of travel times for short travel distances

- If a diary entry does not conform to the specifications established for the field (meaning the respondent answers a question with information other than the information that was requested, such as writing "YES" for the number of vehicle occupants) or if the diary is incomplete or illegible, ETC Institute employees will take one of two actions. Employees will correct the entry if the error seems obvious or employees will call the household to correct the entry via telephone. If an employee takes either of these actions, the employee will note the action taken on the master file for the household and report the action to someone on the ETC Institute senior project management team. This review process helps ensure that all information is correct before the data are entered into the final survey database. If an error cannot be corrected, ETC Institute will replace the household with another household from the random list.

- ETC Institute will be responsible for determining the adequacy of the survey responses and removing any unusable records from the database. If a record is removed, ETC Institute will replace the household with another household from the random list.

Process and Geocode Survey Data: If survey weighting and other factoring methods are required, these actions will be performed by ETC Institute based on input from key WAMPO staff and stakeholders. For example, if the sample were stratified by household size and income, ETC Institute would work with WAMPO to obtain the estimated population in the region for each combination of household size and income. Weighting factors would then be developed by comparing the proportion of the region's actual population for each category household size and income to the proportion of surveys in the sample. If 10% of the region's population consists of 2-person households earning more than $75,000 per year but just 5% of the sample included 2-person households earning more than $75,000 per year, the weighting factor for 2-person households earning more than $75,000 per year would be 2.

ETC Institute will geocode the spatial location (e.g., X,Y coordinates) of all households, trip origins, and trip destinations collected in the travel survey into three separate ArcGIS shapefiles: an address level point shapefile of all disaggregated locations and attributes of participating households and their reported trip origins and trip destinations, a polygon shapefile of aggregated household locations and trip origins and destinations by zip code, and a polygon shapefile of aggregated household locations and trip origins and destinations by WAMPO traffic analysis zone (TAZ). Point data will be aggregated to the polygon geography. The entire GIS process (geocoding and shapefile creation) will use the following projected coordinate system: NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet.

The ESRI ArcGIS software suite will be the primary software used to geocode the survey data, and TransCAD and other specialized database manipulation and geocoding software tools will be used in

problem areas. The survey database will be geocoded by ETC Institute until the following match rates are achieved:

- 95% of household addresses
- 95% of the workplace addresses
- 90% of the origin addresses
- 90% of the destination addresses

Any remaining addresses will be matched to the TAZ and zip code geographies. The quality control / quality assurance element of our geocoding process includes an array of steps and methods, including:

- investing significant effort in the initial cleaning (pre-processing) of address/location data

- running geocoding pass(es) and generating statistics of match percentages by type, e.g. matches to street segment, to alternate or secondary segment names, to intersections, reasons for non-matches

- tagging matched locations with secondary (polygon-based) location attributes to capture out-of-area type errors

- iteratively, entering needed corrections to location/address data

- geocoding random samples of the survey table(s) using different reference networks and software, e.g. competing commercial street databases and/or agency-provided street centerlines as well as geocoding tools from ESRI, Caliper, and/or stand-alone commercial-grade geocoders.

- determining (visually and programmatically) the level of spatial discrepancies between the geocoded results based on various sources and identifying the most suitable geocoding tools and approach for the study area

ETC Institute will use the shapefiles provided by WAMPO (zip code shapefile, TAZ shapefile, and address level parcel) to match the survey addresses.

Deliverables for Task 5: ETC Institute will submit interim and final deliverables during the administration of the household survey as described below:

- **Interim Deliverables**: During the survey administration phase of the project, ETC Institute will submit bi-weekly progress reports and an interim data file to key WAMPO staff and stakeholders. The **progress reports** will be submitted in the format of a spreadsheet that shows the following: (1) the goal for the number of completed surveys for each type of household and geographic sub-area specified in the sampling plan, (2) the number of households that have been recruited to date to participate in the survey by type of household and geographic sub-area, and (3) the actual number of completed surveys that have been obtained for each type of household and geographic sub-area. The **interim data file** will be submitted in an Excel spreadsheet format. The interim data file will contain the household information for all households that have been recruited to participate in the survey and whether the household has completed survey.

- **Final Deliverables**: The final deliverables for this task will include the three databases described below:

    - Household database. This database will contain all of the household level information collected for each of the households participating in the survey. The information for

each household will be shown as a separate record. The home address of the household will be geocoded; an ID field will link each record in the associated geocoded shapefile to the household database. ETC Institute will provided a data dictionary that explains each field in the database.

- Person database. This database will contain all of the person level information collected for each person that completes a travel diary. The information for each person will be shown as a separate record. The work address for employed persons will be geocoded; an ID field will link each record in the associated geocoded shapefile to the person database. ETC Institute will provided a data dictionary that explains each field in the database.

- Trip database. This database will contain all of the trip information completed by all persons who complete a travel diary. Each trip will be shown as a separate record. The starting and ending address for each trip will be geocoded; an ID field will link each record in the associated geocoded shapefile to the trip database. ETC Institute will provided a data dictionary that explains each field in the database.

Task 5a: Conduct the Passive GPS Survey
Task Manager: Chris Tatham (ETC Institute)

ETC Institute will employ a passive data collection effort using GPS tracking devices to track household travel behavior in a sub-set of the overall household travel survey participants (250 households). ETC Institute will also compare the GPS data with the data submitted in the travel diaries and derive conclusions regarding the representativeness of the diary data.

Methodology: ETC Institute personal representatives will ask each of the households that are recruited for the household travel survey to also participate in the passive GPS data collection effort until total of 250 households agree to participate. The sampling plan for the passive GPS will stratified in the same manner that the Household Survey is stratified (see Task 2). The goals for the passive GPS survey will be 10% of the goals established for Household Survey. ETC Institute will offer a cash incentive of up to $75 to encourage participation in the passive GPS survey. ETC Institute staff will reserve centrally located meeting places in the WAMPO region, and the ETC Institute personal representatives will notify participating households of the time, date, and place reserved for the device installation. Qualified ETC Institute staff will be present at the agreed upon time, date, and place, and they will install the data logger and GPS receiver for each tracking device. ETC Institute staff will ensure the devices are installed in vehicles used by a total of 250 households. ETC Institute staff will install GPS tracking devices in a maximum of three vehicles per household, for a total potential maximum number of 750 individual vehicles. The LandAirSea Model 3100-INT GPS tracking devices will be used by ETC Institute for the GPS data collection effort.

The passive GPS survey will occur over three days. Each day's tasks are listed below.

Day 1: The recruited households will drive their vehicle(s) to the designated location near their homes. ETC Institute's bilingual staff will install the LandAirSea 3100-INT devices and explain to the participants how the devices work. Final instructions and a hands on-demonstration will be given to each participant so that they understand how to properly record information on the written portion of the activity travel diary and to ensure they understand how the GPS devices work.

Day 2: All household members will record travel information in the written travel diary. The LandAirSea 3100-INT will record all vehicle travel data. The GPS data will only be collected while the vehicle is in operation. The LandAirSea 3100-INT has an indicator light that is on when the data logger is recording. Households will be asked to notify ETC Institute's local team if the light is off while they are driving, or if there are any other mechanical problems. A qualified ETC

Institute team member will be on-call and on-site to assist survey participants if there is a problem. ETC Institute will provide each participant with a local phone number to call if they have any questions or problems.

Day 3: The household will return to the same location where the LandAirSea 3100-INT was originally installed. ETC Institute staff will download the data from the GPS device to verify the information that was recorded in the household activity travel diary and the downloaded data from the LandAirSea 3100-INT is complete. If the household activity diary is properly completed and the GPS data is complete, the participants will be given a cash incentive of up to $75 for their participation. If the household activity travel survey diary is incomplete and/or the GPS data is incomplete, the household will be asked to redo the travel diary and the GPS survey on another day. Households will be told that each member of their household must return all survey materials (both the travel diary and GPS devices) to receive the cash incentive. If one or more household members do not return their survey materials, the travel data for the household will not be accepted and the household will not receive the cash incentive. ETC Institute personnel will conduct face-to-face reviews of the GPS data with travel survey participants. ETC Institute's personnel will have laptop computers in the field that will be used to show the GPS data to survey participants to ensure that the data from the GPS units accurately reflect the trips that were completed by the participating household. If the data does not match or is incomplete, ETC Institute will ask the participant to redo their travel day.

Deliverable for Task 5a: ETC Institute will provide key WAMPO staff and stakeholders with the travel data from each of the households that participate in the Passive GPS Survey. The travel data for each vehicle will be submitted in an ASCII file format. Data entry is not required for the Passive GPS Survey because the database is automatically created while the GPS device is working. One file will be submitted for each vehicle that participates in the passive GPS survey.

ETC Institute will also draft a technical report, which will be an analysis of the differences between the travel diary data and the passive GPS survey data. The analysis will focus on the difference in the number of trips reported by the household on the household travel diaries compared to the number of trips recorded by the GPS devices that were installed on vehicles belonging to the household. The data will be submitted to key WAMPO staff and stakeholders.

ETC Institute will also submit a single GPS Administrative File that contains the following information for each vehicle that participates in the passive GPS survey:

1. Household ID Number
2. Vehicle Number
3. Household Travel Date
4. Vehicle Year
5. Vehicle Make
6. Vehicle Model
7. Beginning Odometer Reading
8. Ending Odometer Reading
9. Type of Vehicle

Task 5b: Conduct the Survey of Traditionally Underserved Populations

Task Managers: Chris Tatham (ETC Institute) and Karen Falk (ETC Institute)

ETC Institute will complete an additional 200 surveys with members of traditionally underserved groups, such as low-income persons, persons with disabilities, racial minorities, seniors, etc., to ensure that the travel patterns of these traditionally underserved populations are accurately represented. The survey of traditionally underserved populations will be the same survey that is administered to the general population (as described in Task 5). This will include the collection

household data, person data, and trip data. The only difference is that the survey of traditionally underserved populations will be completed by just one person per household.

The process for administering the survey is described below:

- The first step involves the identification of organizations that provide services to underserved populations, such as government offices, public health agencies, transit agencies, non-profit organizations, and others. ETC Institute will work with WAMPO to identify 10-20 such organizations in the WAMPO region.

- The second step involves seeking cooperation from these agencies to allow ETC Institute to conduct surveys with people who are served by these organizations.

- The third step involves the recruitment of persons to participate. ETC Institute will work with these organizations to develop an appropriate method of recruiting participants for the survey. In some cases, participants may be selected at random from databases maintained by the supporting organization. In other cases, participants may be selected at random based on the sequence in which they arrive at the supporting organization's site.

- Finally, ETC Institute will administer the survey. For respondents who do not have a phone, the survey will be administered as a face-to-face interview at a central location, such as a government office, health center, or transit center. For respondents who have a phone, the survey administration procedures will be the same as those used for the survey of the general population.

- **Deliverable for Task 5b**: The final deliverables for this task will include the three databases described below:

    - Household database. This database will contain all of the household level information collected for each of the 200 persons participating in the survey. The information for each household will be shown as a separate record. The home address of the household will be geocoded; an ID field will link the associated geocoded shapefile to the household database. ETC Institute will provided a data dictionary that explains each field in the database.

    - Person database. This database will contain all of the person level information collected for each of the 200 persons who complete the survey. The information for each person will be shown as a separate record. The work address for those who are employed will be geocoded; an ID field will link the associated geocoded shapefile to the person database. ETC Institute will provided a data dictionary that explains each field in the database.

    - Trip database. This database will contain all of the trip information completed by each of the 200 persons who complete a travel diary. Each trip will be shown as a separate record. The starting and ending address for each trip will be geocoded; an ID field will link the associated geocoded shapefile to the trip database. ETC Institute will provided a data dictionary that explains each field in the database.

Task 5c: Conduct the Independent Third-Party Review of the Survey Data

Task Manager: Chris Nazar (WSA)

WSA will work with key WAMPO staff and stakeholders to develop a methodology for independently reviewing the quality of the data gathered by ETC Institute. At a minimum, this review will include an assessment of the following:

- Do the results make logical sense?
- Do the results reflect known local transportation issues?
- Is data formatted in a manner that is correct and compatible with the WAMPO travel demand model and other WAMPO needs?
- Is the survey adequately documented and if not, what should be added to the final report?

This review will also include a thorough editing of the final report documents prepared by ETC Institute.

Since this will be an independent review, WSA will report its findings directly to key WAMPO staff and stakeholders.

Deliverable for Task 5c: WSA will prepare a summary that documents the findings of the review. The report will identify strengths of the surveys data/reports and opportunities to improve the survey databases/reports. The opportunities for improvement will be classified as "mandatory" and "suggested" opportunities for improvement. "Mandatory" opportunities for improvement will involve issues that WSA believes must be addressed by ETC Institute before the project is completed. "Suggested" opportunities for improvement will involve issues that would enhance the overall report and/or database, but are not critical to WAMPO's long-term application of household travel study.

Following review of WSA's recommendations by key WAMPO staff and stakeholders, ETC Institute will address and correct all "mandatory" opportunities for improvement. ETC Institute will also address and correct the "suggested" opportunities for improvement as much as possible.

Task 6: Prepare Survey Documentation and Conduct Training

Task Manager: Chris Tatham (ETC Institute) and Chris Nazar (WSA)

Survey Documentation: ETC Institute and WSA will develop a set of technical and non-technical summary documents that allow the general public and key WAMPO staff and stakeholders to understand the overall household travel survey. The documents will cover the methodology, analysis, and results of the passive GPS and the traditionally underserved surveys in each document (where relevant), as well as the methodology, analysis, and results of the overall household travel survey. At a minimum, the final documents will include the following:

- A ***Executive Summary (Non-Technical)***
- ***Sampling Procedures and Results (Technical and Non-Technical Versions)***, which will include a discussion of the sampling strategy and accuracy factors based on the sample size. The technical version will include the household matrix for the travel demand model and the number of observations per cell.
- ***Final Survey Design and Survey Instruments (Technical)***, which will include the pre-test analysis (a tabulation of the pre-test responses, subsequent problems, and the resolution of those problems), an explanation of the development of the final survey questionnaires, and a copy of the final survey questionnaires.
- ***Survey Implementation, Timetable, and Quality Control (Technical)***, which summarizes the survey methodology, quality control methods, and dates the survey was conducted.
- ***Geocoding Methods (Technical)***, including the methodology and results of geocoding activities.

- ***Survey Results and Analysis (Technical)***, which will include a complete set of survey data tabulations, a presentation of margin of error levels for key survey parameters, survey completion and response rates, biases arising from the survey and factoring that was applied, an evaluation of the soundness of the data collected, identification of any weaknesses in any categories, and instructions regarding the use of the data in WAMPO's travel demand model.

- ***Trip generation rates (Technical)*** and some measure of their variance stratified by household size and income for each trip purpose for each sub-area and for each trip purpose for the WAMPO region as a whole.

- ***Trip length frequency distributions (Technical)***, including average trip length, auto occupancy, and some measure of the variance of the average trip length for each trip purpose for each sub-area and for the WAMPO region as a whole.

- ***Weighting Factors (Technical)*** In addition, ETC Institute will provide technical documentation and data files that include a description of weighting factors (if needed) to expand the survey data in a manner that will adjust for any non-response differences, and/or over/under sampling for particular population segments. Also, expansion factors will be included in the data files so that the survey data can be expanded to the represent the travel characteristics of the overall population of the study area. The statistical summary will include basic statistical profiles, sample validation statistics, statistics on non-response, and comparisons with Census 2000 data, ACS data, and/or data from other metropolitan areas, such as Oklahoma City, Austin, or others.

Key WAMPO staff and stakeholders will have an opportunity to review and comment on the draft documents before they are finalized. Upon receipt of the WAMPO review, ETC Institute will respond to the review, and incorporate any necessary changes into the final report.

Training: Once the final databases have been prepared, ETC Institute will provide key WAMPO staff and stakeholder with training to ensure they are fully able to use the household travel survey data from the project. At a minimum the training will include:

- Three days of on-site training (24 hours total) for key WAMPO staff and stakeholders
- A user's guide with instructional materials showing how to use, maintain, and analyze the survey data
- On-call support for one year following completion of the project to answer questions and provide help to key WAMPO staff and stakeholders with the use survey data

Deliverables for Task 6: ETC Institute will submit the following items in both draft and final form as the final deliverables for the project:

- Twenty-five (25) copies of the user's guide with instructional materials showing how to use, maintain, and analyze the survey data

- The final, edited, geocoded household, person, vehicle, trip/activity survey disaggregated and aggregated data files in GIS shapefile formats. The GIS shapefiles will contain an ID to link the shapefile record to the relevant record in the household, person, or trip databases.

- The final data file for non-respondent follow-up surveys

- All associated technical documentation for these final data files (shapefiles, databases, and spreadsheets) including the metadata developed and the data dictionary

- Twenty-five (25) bound hard copies of the draft technical and non-technical versions of the household travel survey documentation

- Fifty (50) bound hard copies of the final technical version of the household travel survey documentation

- Fifty (50) labeled CDROM or DVD copies containing the executive summary, the entire household travel survey documentation, and all appendices, maps, and attachments in Adobe pdf format

- Fifty (50) bound hard copies of an executive summary and non-technical version of the sampling procedures and results of the household travel survey

All reports and related information will be provided in Microsoft Office 2007 and Adobe pdf program electronic formats as listed above, and in numbers listed above. All reports will be produced with associated text, graphics, tables, maps and figures and will be printed in 8 ½ x 11 inch format with 11 x 17 inch fold out graphics as necessary.

If the budgeted amount as shown in the approved budget (WAMPO Unified Planning Work Program) upon the date of the final signature of this contract is $575,000, then Task 7 will be performed.

Task 7: Administer Additional Household Travel and Passive GPS Surveys
Task Manager: Chris Tatham (ETC Institute)

ETC Institute will complete an additional 500 household travel surveys and the associated third party review for a total of 3,000 household travel surveys. ETC Institute will complete an additional 50 passive GPS surveys for a total of 300 passive GPS surveys. The methodology and deliverables associated with these work products will be consistent with the relevant specifications listed in Tasks 2, 5, 5a, 5c, and 6.

Project Schedule

April 2010	Task 1: Project Management Plan
May-June 2010	Task 2: Survey Design Specifications
July 2010	Task 3: Conduct a Pretest
August 2010	Task 4: Revise Survey Procedures and Materials
Sep-Nov 2010	Task 5: Conduct the Survey
Sep- Nov 2010	Task 5a: Conduct the Passive GPS Survey
Oct 2010	Task 5b: Conduct the Survey of Traditionally Underserved Populations
Nov 2010	Task 5c: Conduct the Independent Third-Party Review of the Survey Data
Dec 2010	Task 6: Prepare Survey Documentation and Conduct Training
May - Dec 2010	Task 7*: Administer Additional Household Travel and Passive GPS Surveys

*If the budgeted amount as shown in the approved budget (WAMPO Unified Planning Work Program) upon the date of the final signature of this contract is $575,000 then Task 7 will be performed.

EXHIBIT D

Fee Schedule

The project will be based on a cost plus fixed fee basis not to exceed $574,931.14 or the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the date of the final signature of this contract if different.

Consultant Name: ETC Institute	Project Name: WAMPO Household Travel Origin - Destination Survey			
Direct Labor	Personnel	Hours	Hourly Rate	Total Costs
	C. Tatham, Project Manager	400	$ 62.10	$ 24,840.00
	E. Tatham, Data Manager	272	$ 62.10	$ 16,891.20
	A. Kolcz, GIS Manager	200	$ 50.00	$ 10,000.00
	A. Hekele	252	$ 35.60	$ 8,971.20
	G. Grimm	116	$ 26.40	$ 3,062.40
	L. Vine	136	$ 26.40	$ 3,590.40
	K. Falk	156	$ 34.20	$ 5,335.20
	J. Morado	176	$ 27.80	$ 4,892.80
	V. Drake	120	$ 26.40	$ 3,168.00
	R. Cicerone	110	$ 34.20	$ 3,762.00
	Support Staff Supervisor	460	$ 21.20	$ 9,752.00
	Support Staff	4440	$ 14.90	$ 66,156.00
	Total Direct Labor	**6838**		**$ 160,421.20**
Labor Overhead		Burden Rate	Base Direct Labor Cost	
	Fringe Benefits (108% of Direct Labor)	108%	$ 160,421.20	$ 173,254.90
	Overhead (34% of Direct Labor)	34%	$ 160,421.20	$ 54,543.21
	Total of Labor Overhead	**142%**	**$ 160,421.20**	**$ 227,798.10**
Profit/Net Fee (10% of Direct Labor and Labor Overhead)				**$ 38,822**
Subcontractors				
	Wilbur Smith Associates			$55,623.91
			Total Subcontractors	**$ 55,623.91**
Travel				
	Mileage (27 trips at 360 miles per trip @ $.48 per mile)			$ 4,665.60
	Hotel (50 nights @ $100 per night)			$ 5,000.00
			Total Travel	**$ 9,665.60**
			TOTAL	**492,330.74**

If the budgeted amount as shown in the approved budget (Unified Planning Work Program) upon the date of the final signature of this contract is $575,000, then the following costs will be incurred.

Consultant Name: ETC Institute	Project Name: WAMPO Household Travel Origin - Destination Survey			
Direct Labor	Personnel	Hours	Hourly Rate	Total Costs
	C. Tatham, Project Manager	80	$ 62.10	$ 4,968.00
	E. Tatham, Data Manager	48	$ 62.10	$ 2,980.80
	A. Kolcz, GIS Manager	40	$ 50.00	$ 2,000.00
	A. Hekele	48	$ 35.60	$ 1,708.80
	G. Grimm	24	$ 26.40	$ 633.60
	L. Vine	24	$ 26.40	$ 633.60
	K. Falk	24	$ 34.20	$ 820.80
	J. Morado	24	$ 27.80	$ 667.20
	V. Drake	0	$ 26.40	$ -
	R. Cicerone	10	$ 34.20	$ 342.00
	Support Staff Supervisor	80	$ 21.20	$ 1,696.00
	Support Staff	780	$ 14.90	$ 11,622.00
	Total Direct Labor	**1182**		**$ 28,072.80**
Labor Overhead		Burden Rate	Base Direct Labor Cost	
	Fringe Benefits (108% of Direct Labor)	108%	$ 28,072.80	$ 30,318.62
	Overhead (34% of Direct Labor)	34%	$ 28,072.80	$ 9,544.75
	Total of Labor Overhead	**142%**	**$ 28,072.80**	**$ 39,863.38**
Profit/Net Fee (10% of Direct Labor and Labor Overhead)				**$ 6,794**
Subcontractors				
	Wilbur Smith Associates			$7,125.00
			Total Subcontractors	**$7,125.00**
Travel				
	Mileage (2 trips at 360 miles per trip @ $.48 per mile)			$ 345.60
	Hotel (4 nights @ $100 per night)			$ 400.00
			Total Travel	**$ 745.60**
			TOTAL	**82,600.39**
GRAND TOTAL ALL SERVICES (Sample Size 3000, 300 GPS Surveys, third party review and traditionally underserved survey)				574,931.14

City of Wichita
City Council Meeting

April 20, 2010

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Districts I, III and IV

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On April 5, 2010, the Board of Code Standards and Appeals conducted hearings on the eight (8) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 1831 N. Madison	I
b. 1523 N. Estelle	I
c. 1557 N. Oliver	I
d. 1621 N. Kenmar Dr.	I
e. 2712 N. Fairmount	I
f. 2878 / 2880 S. Davidson	III
g. 3413 E. Roseberry Ct.	III
h. 1400 W. 50th S.	IV

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 structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on June 8, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1831 N. MADISON** and legally described as: **LOTS 68 AND 70 ON CAMPBELL, NOW MADISON AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story wood frame dwelling about 33 x 25 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; collapsing brick siding; rotted fascia and wood trim; and the front porch is deteriorated.

(b) Street Address: 1831 N. MADISON

(c) Owners:
Gwendolyn Mays
PO Box 220622
St Louis, MO 63122

Sandra Y. Mitchell
6511 N. 66th Street
Milwaukee, WI 53223-5707

Winston W. Mays II
211 Liberty Drive
Langhorne, PA 19047-3079

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1831 N. MADISON

LEGAL DESCRIPTION: LOTS 68 AND 70 ON CAMPBELL, NOW MADISON AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story wood frame dwelling about 33 x 25 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; collapsing brick siding; rotted fascia and wood trim; and the front porch is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-116

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 68 AND 70 ON CAMPBELL, NOW MADISON AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1831 N. MADISON** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 68 AND 70 ON CAMPBELL, NOW MADISON AVENUE, STOUT'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1831 N. MADISON, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story wood frame dwelling about 33 x 25 feet in size. Vacant for at least 3 years, this structure has shifting and cracking concrete basement walls; collapsing brick siding; rotted fascia and wood trim; and the front porch is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1523 N. ESTELLE** and legally described as: **LOTS 16, 18 AND 20, ON ESTELLE AVENUE, REPLAT OF PART OF GETTOE'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 36 x 50 feet in size. Vacant for at least 5 months, this structure has been damaged by fire. It has a cracking concrete block foundation; fire damaged and missing siding; fire damaged fascia and wood trim; and the composition roof is fire damaged.

(b) Street Address: 1523 N. ESTELLE

(d) Owners: POST ON PROPERTY

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1523 N. ESTELLE

LEGAL DESCRIPTION: LOTS 16, 18 AND 20, ON ESTELLE AVENUE, REPLAT OF PART OF GETTOE'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 36 x 50 feet in size. Vacant for at least 5 months, this structure has been damaged by fire. It has a cracking concrete block foundation; fire damaged and missing siding; fire damaged fascia and wood trim; and the composition roof is fire damaged.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-117

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 16, 18 AND 20, ON ESTELLE AVENUE, REPLAT OF PART OF GETTOE'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1523 N. ESTELLE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 16, 18 AND 20, ON ESTELLE AVENUE, REPLAT OF PART OF GETTOE'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1523 N. ESTELLE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 36 x 50 feet in size. Vacant for at least 5 months, this structure has been damaged by fire. It has a cracking concrete block foundation; fire damaged and missing siding; fire damaged fascia and wood trim; and the composition roof is fire damaged.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1557 N. OLIVER** and legally described as: **LOT 2, BLOCK 8, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 29 x 41 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete foundation, with missing concrete; missing brick siding; and the composition roof is sagging and badly worn, with holes and missing shingles.

(b) Street Address: 1557 N. OLIVER

(e) Owners:
Lorenzo Matthews
6303 Brookfield Ct
Wichita, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(k) Mortgage Holder(s):
Tyronne Nash
PO Box 50924
Tulsa, OK 74150-0924

(l) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1557 N. OLIVER

LEGAL DESCRIPTION: LOT 2, BLOCK 8, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 29 x 41 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete foundation, with missing concrete; missing brick siding; and the composition roof is sagging and badly worn, with holes and missing shingles.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-118

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 2, BLOCK 8, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1557 N. OLIVER** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 2, BLOCK 8, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1557 N. OLIVER, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 29 x 41 feet in size. Vacant for at least 5 years, this structure has a shifting and cracking concrete foundation, with missing concrete; missing brick siding; and the composition roof is sagging and badly worn, with holes and missing shingles.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1621 N. KENMAR DR** and legally described as: **LOT 17, BLOCK 3, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 28 x 41 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; shifting and cracking brick siding, with missing bricks; missing wood siding; missing fascia, exposed framing members; and rotted wood trim.

(b) Street Address: 1621 N. KENMAR DR

(f) Owners:
April L. Johnson
2335 N. Jeanette
Wichita, KS 67204

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(m) Mortgage Holder(s): None

(n) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1621 N. KENMAR DR

LEGAL DESCRIPTION: LOT 17, BLOCK 3, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 28 x 41 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; shifting and cracking brick siding, with missing bricks; missing wood siding; missing fascia, exposed framing members; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-119

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 17, BLOCK 3, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** KNOWN AS **1621 N. KENMAR DR** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 17, BLOCK 3, KEN-MAR ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., known as: 1621 N. KENMAR DR, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 28 x 41 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; shifting and cracking brick siding, with missing bricks; missing wood siding; missing fascia, exposed framing members; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2712 N. FAIRMOUNT** and legally described as: **LOTS 9 AND 11, BLOCK 6, POST AND CHRISTY'S COLLEGE CREST ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 27 x 50 feet in size. Vacant and open, this structure has shifting and cracking concrete basement walls, with missing concrete; rotted and missing wood and brick siding; deteriorated front and rear porches; rotted wood trim and framing members; and the 23 x 21 foot accessory structure is deteriorated.

(b) Street Address: 2712 N. FAIRMOUNT

(g) Owners:
Andrae Carter
2717 N. Fairmount
Wichita, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2712 N. FAIRMOUNT

LEGAL DESCRIPTION: LOTS 9 AND 11, BLOCK 6, POST AND CHRISTY'S COLLEGE CREST ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 50 feet in size. Vacant and open, this structure has shifting and cracking concrete basement walls, with missing concrete; rotted and missing wood and brick siding; deteriorated front and rear porches; rotted wood trim and framing members; and the 23 x 21 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-120

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 9 AND 11, BLOCK 6, POST AND CHRISTY'S COLLEGE CREST ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **2712 N. FAIRMOUNT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 9 AND 11, BLOCK 6, POST AND CHRISTY'S COLLEGE CREST ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2712 N. FAIRMOUNT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 27 x 50 feet in size. Vacant and open, this structure has shifting and cracking concrete basement walls, with missing concrete; rotted and missing wood and brick siding; deteriorated front and rear porches; rotted wood trim and framing members; and the 23 x 21 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2878 / 2880 S. DAVIDSON (DUPLEX)** and legally described as: **LOT 33, BLOCK B, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame duplex about 24 x 64 feet in size. Vacant and open, this structure has a concrete block foundation with missing blocks; badly worn composition roof; dilapidated front and two side porches; rotted soffits, fascia and window frames; and the 5 x 8 foot accessory structure is dilapidated.

(b) Street Address: 2878 / 2880 S. DAVIDSON (duplex)

(h) Owners:
Michael Edgington
1211 Murray
Wichita, KS 67212

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(q) Mortgage Holder(s): None

(r) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 2878 / 2880 S. DAVIDSON (duplex)

LEGAL DESCRIPTION: LOT 33, BLOCK B, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame duplex about 24 x 64 feet in size. Vacant and open, this structure has a concrete block foundation with missing blocks; badly worn composition roof; dilapidated front and two side porches; rotted soffits, fascia and window frames; and the 5 x 8 foot accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-121

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 33, BLOCK B, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS** KNOWN AS **2878 / 2880 S. DAVIDSON (DUPLEX)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 33, BLOCK B, PLANEVIEW SUBDIVISION NO. 2, SEDGWICK COUNTY, KANSAS, known as: 2878 / 2880 S. DAVIDSON (duplex), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame duplex about 24 x 64 feet in size. Vacant and open, this structure has a concrete block foundation with missing blocks; badly worn composition roof; dilapidated front and two side porches; rotted soffits, fascia and window frames; and the 5 x 8 foot accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **3413 E. ROSEBERRY CT** and legally described as: **LOT 31, BLOCK J, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 77 x 34 feet in size. Vacant and open, this structure has rotted and missing vinyl, woodlap and metal siding; sagging and badly worn shake shingle roof with holes and missing shingles; two dilapidated porches; rotted trim boards and rafters; and the two 8 x 10 foot metal accessory structures are dilapidated.

(b) Street Address: 3413 E. ROSEBERRY CT

(i) Owners:
Estate of Millard Caroll Sr.
POST ON PROPERTY

Gene Wade
POST ON PROPERTY

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(s) Mortgage Holder(s): None

(t) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 3413 E. ROSEBERRY CT

LEGAL DESCRIPTION: LOT 31, BLOCK J, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 77 x 34 feet in size. Vacant and open, this structure has rotted and missing vinyl, woodlap and metal siding; sagging and badly worn shake shingle roof with holes and missing shingles; two dilapidated porches; rotted trim boards and rafters; and the two 8 x 10 foot metal accessory structures are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-122

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 31, BLOCK J, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS** KNOWN AS **3413 E. ROSEBERRY CT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 31, BLOCK J, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS, known as: 3413 E. ROSEBERRY CT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 77 x 34 feet in size. Vacant and open, this structure has rotted and missing vinyl, woodlap and metal siding; sagging and badly worn shake shingle roof with holes and missing shingles; two dilapidated porches; rotted trim boards and rafters; and the two 8 x 10 foot metal accessory structures are dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1400 W. 50TH S** and legally described as: **LOT 12, A. VERNE ROBERTS ADDITION, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **June 8, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 48 x 60 feet in size. Vacant and open, this structure has rotted vinyl, masonite and concrete block siding; composition roof with missing shingles; rotted wood trim and framing members; and the 12 x 12 foot wood accessory structure is dilapidated.

(b) Street Address: 1400 W. 50TH S

(j) Owners:
Paul I. Rader
Trustee under Paul I. Rader Living Trust Agreement
1400 W. 50th S.
Wichita, KS 67217

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(u) Mortgage Holder(s): None

(v) Interested Parties: None

DATE: April 6, 2010

CDM SUMMARY

COUNCIL DISTRICT # 4

ADDRESS: 1400 W. 50TH S

LEGAL DESCRIPTION: LOT 12, A. VERNE ROBERTS ADDITION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 48 x 60 feet in size. Vacant and open, this structure has rotted vinyl, masonite and concrete block siding; composition roof with missing shingles; rotted wood trim and framing members; and the 12 x 12 foot wood accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

Published in the Wichita Eagle on April 23 and April 30, 2010

Resolution No. 10-123

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 12, A. VERNE ROBERTS ADDITION, SEDGWICK COUNTY, KANSAS** KNOWN AS **1400 W. 50TH S** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **20th day of April 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **8th day of June 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 12, A. VERNE ROBERTS ADDITION, SEDGWICK COUNTY, KANSAS, known as: 1400 W. 50TH S, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 48 x 60 feet in size. Vacant and open, this structure has rotted vinyl, masonite and concrete block siding; composition roof with missing shingles; rotted wood trim and framing members; and the 12 x 12 foot wood accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **20th day of April 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 20, 2010

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim by Drusilla Triplett

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $20,000 as a full settlement for all claims arising out of an automobile accident.

Background: This claim arises from a traffic accident which occurred on November 7, 2009 . The claim alleges that aWichita Police Officer was negligent in the operation of his patrol car when it hit a vehicle driven by Ms. Triplett. It is alleged that she incurred physical injuries as a result of the accident.

Analysis: The claimant has offered to accept a lump sum payment of $20,000 as full settlement of all her claims against the police officer and City of Wichita. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends acceptance of the offer. The settlement of this claim does not consistute an admission of liability on the part of the City or the officer. Rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Goal Impact: Payment of the negotiated sum contributes to the City goal of providing a safe and secure community.

Legal Considerations: The Law Department recommends acceptance of the claimant's offer of settlement.

Recommendations/Actions: Authorize payment of $20,000 as full settlement of all possible claims arising out of the events which are the subject of the claim.

Second Reading Ordinances for April 20, 2010 (first read on April 13, 2010)

Public hearing on the Second Amendment of the Exchange Place Redevelopment Project Plan.

ORDINANCE NO. 48-717

An ordinance adopting a second amendment to the project plan for the Exchange Place Project in the Center City South Redevelopment District.

Amendments to Chapter 5.26 relating to Possession of Controlled Substances.

ORDINANCE NO.48-718

An ordinance amending sections 5.26.020, 5.26.030, and 5.26.040, creating Sections 5.26.005 and 5.26.035 of the Code of the City of Wichita, Kansas, pertaining to drugs and repealing the originals of Sections 5.26.020, 5.26.030, and 5.26.040 of the code of the City of Wichita, Kansas.

Acquisition by Eminent Domain of Tracts Required for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

ORDINANCE NO. 48-719

An ordinance providing for the acquisition by Eminent Domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the 119th Street West, Kellogg Avenue to Maple Avenue Improvement Project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Acquisition by Eminent Domain of Tracts Required for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)

ORDINANCE NO. 48-720

An Ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the 47th Street South, Meridian Avenue to Seneca Avenue project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.