

OCTOBER 3 2006 AGENDA REPORTS

Agenda Item No. 8a.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0989

TO: Mayor and City Council Members

SUBJECT: Petition to Construct a Water Distribution System to serve Lot 11, Block 4 and Lots 9-10, Block 5, South Broadway Gardens Addition (south of 55th St. South, east of Broadway) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by three owners representing 100% of the improvement district.

Analysis: The project will provide City water service to an existing residential area located south of 55th St. South, east of Broadway.

Financial Considerations: The Petition totals \$22,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing water service for an existing residential 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.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

Agenda Item No. 11a.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0990

TO: Mayor and City Council

SUBJECT: Blind and Physically Handicapped (Talking Books) Contract

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Wichita Public Library is one of five agencies that deliver library service to blind and physically handicapped residents of Kansas through contracts with the Kansas State Library. The Wichita site delivers service to eligible customers from all of Sedgwick County and fifteen counties in Southeast Kansas. Although Wichita's participation as a contracting agency has been in place for many years, annual contracts renewing the relationship with the State Library are required because federal funds are included in the contract payment.

Analysis: Wichita's ability to house a subregional library for the blind and physically handicapped allows the Library to enhance service to customers with special needs. While most users of this service must rely on toll-free phone and mail access to the library service, Wichita's customers have the added benefit of receiving walk-in service from Wichita's Central branch library. Senior centers, retirement and nursing homes, special education centers and other agencies also benefit from having subregional staff locally available to promote and/or present training about this program. The program budget was reviewed and approved by the Library Board of Directors during its September 19, 2006 meeting.

Financial Considerations: The grant includes a base payment with supplemental funds divided by the share of the statewide service delivery. No local match is required. The Wichita contract for the 2006-2007 year will be \$126,896, an increase of approximately 10% over the previous year.

Goal Impact: The plan addresses the Quality of Life goal by enabling the Wichita Public Library system to extend access to information and recreation resources to citizens who do not have the visual or physical ability to use traditional print materials.

Legal Considerations: The contract has been reviewed and approved by Law Department staff.

Recommendation/Action: It is recommended that the City Council approve the 2006-2007 Talking Books Service contract and authorize the necessary signatures.

Agenda Item No. 11b.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0991

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Main 4, Northwest Interceptor Sewer (east and west of 135th Street West, south of 21st Street) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On November 2, 2004, the City entered into an Agreement with Ruggles & Bohm, P.A. (R&B) for designing Main 4, Northwest Interceptor Sewer. The fee was \$46,400. On June 20, 2006, the City Council approved Supplemental Agreement No. 1 because it was determined that a gas line had been installed along the project route. It was necessary to have survey crews perform additional survey and the design section make modifications to the project plans as a result of the gas line installation. The fee was \$12,039.50.

Analysis: This supplemental agreement is to cover the costs of revising the project plans for the Main 4, Northwest Interceptor Sewer project. Bids for the project, based on the original project plans, were higher than the Engineer's estimate. In an effort to reduce project costs, the design consultant was requested to reduce the depth of the proposed sewer as much as possible, yet still serve the proposed drainage area. Based on the revised plans, the project was re-bid for an amount that was within the project budget.

Financial Considerations: Payment to R&B for Supplemental Agreement No. 2 will be made on a lump sum basis of \$5,516.50, and will be paid by Water Utility.

Goal Impact: This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of sewer improvements for the community. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law

Department.

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

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 2, 2004

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 2, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to MAIN 4, NORTHWEST INTERCEPTOR SEWER (Project No. 468 83889, OCA No. 744149).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Plan revisions

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$5,516.50.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2006.

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

Agenda Item No. 11c.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0992

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Contract Services for the North Industrial Corridor Environmental Remediation Project

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendations: Approve the supplemental agreement and authorize its signing.

Background: The North Industrial Corridor (NIC) site encompasses approximately 4,000 acres of commercial, industrial, and residential properties in the north central area of Wichita. The site includes three distinct areas: the 29th and Mead area (formerly a Superfund site), the 13th and Washington area and the northeast extension area. The City is required by an agreement with the Kansas Department of Health and Environment (KDHE) to cleanup identified soil and groundwater contamination sites located within the NIC area. In order to accomplish this task, the City of Wichita has contracted with Camp Dresser & McKee (CDM) to provide environmental consulting and engineering services to complete various phases of the NIC project. Over the last several years, KDHE has required significant source investigation not planned in the original contract. This work has now been completed but addition funding is needed to complete the original scope of the contract that includes the completion of the project's remedial investigation and feasibility study.

Analysis: The supplemental agreement (4th amendment to the contract) of a not-to-exceed amount of \$850,000 will allow the City to meet the new requirements and continue toward its site-wide remediation goals. In addition, the supplemental agreement will provide an option to extend the contract one additional time with a not-to-exceed amount of \$475,000. Total amount for this supplemental agreement contract with one additional extension is \$1,325,000.

Financial Considerations: The supplemental agreement for a not-to-exceed amount of \$850,000 is included in the current year's budget for the North Industrial Corridor Tax Increment Financing. The project will likely extend into the next year and possibly beyond. The additional option, if needed, has also been budgeted.

Goal Impact: The North Industrial Corridor remediation project promotes a vibrant core area and enhances the quality of life.

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

Recommendation/Actions: It is recommended that the City Council accept the amendment to the agreement and authorize the appropriate signatures.

Attachments: CDM Supplemental Agreement Contract

FOURTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF WICHITA, KANSAS
AND
CAMP DRESSER & McKEE INC.
FOR
NORTH INDUSTRIAL CORRIDOR SITE PROJECT

THIS AMENDMENT entered into this date. _____ by and between the City of Wichita, KANSAS, A Municipal Corporation, hereinafter called "CITY", and Camp Dresser & McKee, Inc., hereinafter called "CONSULTANT".

WITNESSETH THAT:

WHEREAS, on the 7th of January, 1997, the above-named parties entered into a contract for Professional Services, as modified by an "issue clarification" dated November 18, 1997, as modified by Change Order dated August 25, 1998, as modified on September 28, 1999, in a document titled First Amendment to Agreement between the City of Wichita and Camp Dresser & McKee Inc., as modified by the Second Amendment (July 17, 2001), and as modified by the Third Amendment (August 13, 2002; and

WHEREAS, the Agreement for Professional Services provided that Remedial Investigation and Feasibility Study (RI/FS) services will be provided by Consultant to the City, subject to negotiations for compensation and scope of services for the North Industrial corridor (NIC) Site Project; and

Whereas, the scope of work required by the City has expanded beyond that set forth in the January 7, 1997 Agreement and subsequent amendments;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 7th day of January, 1997, as thereafter modified and amended, are hereby reaffirmed and re-executed for and on behalf of these parties except a specifically modified by the following amendments:

1. The CONSULTANT shall furnish the Additional Professional Services as set out in Exhibit A, which is attached hereto and incorporated herein by reference, as necessary and when directed in writing by the City.

2. The CONSULTANT will conduct these Additional Professional Services for an estimated additional fee not-to-exceed \$850,000, in accordance with Paragraph IV.A (2nd), which not-to-exceed sum is amended to add the additional sums in this Fourth Amendment.

3. The City may exercise an option to expand the Scope of Work of this Fourth Amendment, with the consent of Consultant, to include the NIC Source Control Activities (investigation and design) as further set out in Exhibit A, for an estimated not-to-exceed additional fee of \$475,000. The City shall give notice of its intent to exercise this option in writing.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST: THE CITY OF WICHITA

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM: CAMP DRESSER & MCKEE, INC.

Gary E. Rebenstorf Signature
Director of Law

Shawn L. Maloney, P.G.

CITY OF WICHITA, KANSAS
Client Officer
Title (President or Corporate Officer)
Carlos Mayans, Mayor

Agenda Item No. 12a.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0993

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for The Fairmont Addition (north of 21st Street, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer and paving improvements in The Fairmont Addition on August 8, 2006.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer and paving in The Fairmont Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$44,700 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

THE FAIRMONT ADDITION

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90093 serving Lots 1 through 10, Block A; Lots 1 through 5, Block B; Lots 1 through 3, Block G; Lot 14, Block G; Lots 10 through 17, and Lots 28 through 31, Block H, The Fairmont (north of 21st Street, west of 127th Street East) (Project No. 448 90093).

LATERAL 4, MAIN 11, FOUR MILE CREEK SEWER serving Lots 1 through 10, Block A; Lots 10 through 17, and Lots 28 through 31, Block H, The Fairmont (north of 21st, west of 127th Street East) (Project No. 468 84052).

MAINSGATE from the west line of Eagle, east to the east line of the plat, on WOODRIDGE from the north line of Lot 4, Block G, north to the south line of Mainsgate, and on WOODRIDGE from the north line of Mainsgate, north to the north line of the plat and that there constructed pavement on DAVIN CIRCLE from the north line of Lot 9, Block H, north to and including the cul-de-sac, including the emergency access easement between Davin Circle and Mainsgate and that sidewalk be constructed along one side of Mainsgate and Woodbridge (north of 21st, west of 127th Street East) (Project No. 472 84246).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in The Fairmont and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and

the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and

inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

PAYMENT PROVISIONS

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

Project No. 448 90093	\$ 7,700.00
Project No. 468 84052	\$ 9,600.00
Project No. 472 84246	\$27,400.00
TOTAL	\$44,700.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

IV. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this

agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

(Name & Title)

ATTEST:

“EXHIBIT “A

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

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

A. PHASE I - PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included

in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by October 23, 2006.
(Project No. 448 90093).

b. Plan Development for the sewer improvements by October 23, 2006.
(Project No. 468 84052).

c. Plan Development for the paving improvements by November 20, 2006.
(Project No. 472 84246).

Agenda Item No. 12b.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0994

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Sycamore Pond & South Seneca Gardens 2nd Additions (south of 47th Street South, east of Seneca) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water, sanitary sewer, drainage and paving improvements in Sycamore Pond & South Seneca Gardens 2nd Additions on June 6, 2006.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. (R&B) provides for the design of bond financed improvements consisting of water, sanitary sewer, drainage and paving in Sycamore Pond & South Seneca Gardens 2nd Additions. Per Administrative Regulation 1.10, staff recommends that R&B be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to R&B will be on a lump sum basis of \$72,400 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.
Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

SYCAMORE POND & SOUTH SENECA GARDENS 2ND ADDITIONS

THIS AGREEMENT, made this _____ day of _____, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90200 serving Lots 1 through 27, Block 1; Lot 12, Block 3; Lots 1 through 12, Block 4, Sycamore Pond Addition (south of 47th Street South, east of Seneca) (Project No. 448 90200).

LATERAL 58, MAIN 3, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 37, Block 1; Lot 12, Block 3; Lots 1 through 12, Block 4, Sycamore Pond Addition (south of 47th

Street South, east of Seneca) (Project No. 468 84191).

STORM WATER DRAIN NO. 295 serving Lots 1 through 48, Block 1; Lots 1 through 32, Block 2; Lots 1 through 12, Block 3; Lots 1 through 12, Block 4, Sycamore Pond Addition (south of 47th Street South, east of Seneca) (Project No. 468 84193).

50TH STREET SOUTH from the east line of Seneca to the east line of Lot 27, Block 1, Sycamore Pond Addition; OSAGE/OSAGE CIRCLE from the north line of Sunrise to and including cul-de-sac (south of 47th Street South, east of Seneca) (Project No. 472 84416).

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Sycamore Pond and South Seneca Gardens 2nd Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and

the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and

inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

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

Project No. 448 90200	\$ 5,800.00
Project No. 468 84191	\$ 15,600.00
Project No. 468 84193	\$ 35,100.00
Project No. 472 84416	\$ 15,900.00
TOTAL	\$ 72,400.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are

personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

Carlos Mayans, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY's Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER's contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing.

The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by November 1, 2006. (Project No. 448 90200).
 - b. Plan Development for the sewer improvements by November 1, 2006. (Project No. 468 84191).
 - c. Plan Development for the drainage improvements by November 1, 2006. (Project No. 468 84193).Plan Development for the paving improvements by November 1, 2006. (Project No. 472 84416).

Agenda Item No. 13a.

CITY OF WICHITA
City Council Meeting
October 3, 2006

Agenda Report No. 06-0995

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition by Eminent Domain for the Oliver and Central Intersection Project (District I and II)

INITIATED BY: Office of Property Management

AGENDA: Consent

-

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: In May 2006, staff was asked to purchase the partial acquisitions of land for road right-of-way at the Oliver intersection project at Central. There are four tracts required for this project. They consist of strip acquisitions and corner clips. One corner clip is from a commercially zoned parcel at the southwest corner of the intersection. The project requires 377 square feet for right-of-way and a 2,024 square foot temporary construction easement from the property at 4729 East Central. This parcel is improved with a two-tenant retail building on an 36,590.4 square foot site. The improvements are not impacted by the project. There is a retail advertising sign in the proposed acquisition area. This will need to be relocated.

Analysis: The proposed acquisition was appraised at \$2,250, or \$3.75 per square foot. This includes \$1,415 for the right-of-way and \$835 for the temporary construction easement. The advertising sign is a relocation item and the owner would be compensated to relocate the sign based on actual moving estimates. This is in addition to the \$2,250 offer. The offer to purchase was rejected and the owner countered at \$350,000. The owner feels that the improvements are impacted by the proximity of the project. Staff will continue to negotiate with the owners, but due to the construction schedule for the project, eminent domain proceedings need to be initiated.

Financial Considerations: The cost of this acquisition is to be paid by the City at large.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire this property.

Recommendation/Action: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

Attachments: Tract map and aerial map

Agenda Item No. 14.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0996

TO: Mayor and City Council

SUBJECT: City of Wichita Employees' Deferred Compensation Plan
Amendment to Great-West Agreement for Recordkeeping
And Communication Services

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Amendment.

Background: In 1991, the City of Wichita hired Great-West to administer the deferred compensation plan. Following a Request for Proposal process in 1996 and in 2001, Great-West was hired for two consecutive five-year periods. The current contract expired on September 30, 2006.

Analysis: The Deferred Compensation Board, at its August 10, 2006 meeting, took action to approve the hiring of a consultant to prepare a Request for Proposal, assist in the evaluation of all responses, and assist in the transition to a new provider, if necessary. A one-year contract extension with Great-West is required to provide sufficient time to complete the RFP process, select a provider and negotiate a new contract.

Financial Considerations: All costs associated with the administration of the program are borne by the participants of the program.

Goal Impact: The City of Wichita, by offering this supplemental retirement savings program, impacts the Internal Perspective goal by increasing employee motivation and satisfaction. Also, the City's practice of going through a periodic Request for Proposal process is done to reduce/avoid costs which is another indicator of the Internal Perspective goal.

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

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

Attachments: Amendment No. 1 to Great-West Agreement for Recordkeeping and Communication Services §457 Deferred Compensation Plan.

Agenda Item No. 15.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0997

TO: Mayor and City Council Members
SUBJECT: Addendum to Mining Lease (District VI).
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the Addendum and authorize necessary signatures.

Background: On October 19, 2004, the City Council approved a lease agreement for aggregate mining on the Kingsbury Tract.

Analysis: Staff has determined there is more overburden soil on the site than can be used on the site and the adjacent Brooks Landfill. A commercial market exists for this soil. The lessee, Quik Sand Inc., is capable of selling the excess overburden.

Financial Considerations: A royalty for the overburden that increases over the life of the agreement from an initial 7.725 cents per ton to a maximum of 9.219 cents per ton has been negotiated with Quik Sand and incorporated into the lease addendum.

Goal Impact: This lease and its addendum addresses the indicator of optimizing public assets under the efficient infrastructure goal.

Legal Considerations: The lease addendum has been approved as to form by the Law Department.

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

Attachment: Addendum to Mining Lease.

Agenda Item No. 16.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-0998

TO: Mayor and City Council
SUBJECT: Interagency Agreement with COMCARE
INITIATED BY: Wichita Transit
AGENDA: Consent Agenda

Recommendation: Approve the Interagency Agreement between COMCARE and Wichita Transit.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October 2000, Access has provided 509,387 rides. By entering into an interagency agreement with COMCARE, Wichita Transit estimates 1,600 rides a year to low-income workers. This is the standard Interagency Agreement that we use with agencies that want to purchase rides through the Access program. This Agreement is a renewal. We have been providing rides for COMCARE clients since July of 2005.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and from COMCARE (50%). No city funds will be involved in the Access rides.

Goal Impact: The Agreement impacts the goal, "Ensure Efficient Infrastructure." It impacts the indicator "Maintain safe and dependable transportation systems." Entering into this Agreement will allow us to transport more low-income clients to work and back in a safe, cost effective and dependable manner. This Agreement also impacts the goal, "Promote Economic Vitality and Affordable Living ." It impacts the sustained affordable living indicator by providing affordable rides to work, when no other suitable alternative is available.

Legal Consideration: The City's Law Department has approved the Agreement prior to execution as to form.

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

Attachments: Interagency Agreement and Appendix A and B.

Agenda Item No. 17.

City of Wichita
City Council Meeting
October 03, 2006

Agenda Report No. 06-0999

TO: Mayor and City Council

SUBJECT: 2005/06 KANSAS CLICKS Special Traffic Enforcement Program (STEP) Grant

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the application

Background: Since 2001, the Wichita Police Department has been awarded grant funds from the Kansas Department of Transportation to participate in the KANSAS CLICKS Special Traffic Enforcement Program (STEP). The KANSAS CLICKS STEP provides participating departments with grant money to pay for overtime worked by police officers performing safety belt surveys, public education, and enforcement work during the following designated mobilizations: Thanksgiving holiday, Child Passenger Safety Week, Memorial day/Buckle Up America Week, and Labor Day. The purpose of the STEP Program is to promote highway safety through awareness, education, and enforcement of the Kansas safety belt, child passenger safety, and impaired driving laws.

Analysis: The KANSAS CLICKS Special Traffic Enforcement Program has been a critical component of the Police Department's Comprehensive Traffic Safety Plan, which focuses on awareness/education, enforcement, prevention, and equipment. The STEP grant will support increased education and enforcement, thus potentially reducing the number of traffic accidents that impact the quality of life in our community.

Financial Consideration: The Kansas Department of Transportation will reimburse the Police Department for overtime, not to exceed the amount of the grant, which is currently estimated at \$50,000.

Goal Impact: Impact the quality of life in our community by reducing the number of traffic accidents through increased education and enforcement.

Legal Consideration: None

Recommendations/Actions: It is recommended that the City Council approve the STEP grant application and receipt of funds; and authorize the necessary signatures.

Agenda Item No. 19.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1000

TO: Mayor and City Council

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

INITIATED BY: City Manager's Office

AGENDA: New Business

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

Background: On February 8, 2005, City Council approved a one-year Letter of Intent to issue IRBs in the amount not to exceed \$9,000,000, and a 90% five-plus-five-year property tax exemption on bond financed property to Delta Data Systems, Inc. for the benefit of Delta Dental Plan of Kansas, Inc. The bonds will be used for the purpose of financing the cost of acquiring, constructing and equipping a corporate headquarters facility to be leased to Delta Data Systems, Inc., located in the Waterfront Addition at 13th & Webb. On February 7, 2006, City Council approved an additional one-year extension of the Letter of Intent until February 8, 2007.

On March 7, 2006, City Council approved an Assignment of the Letter of Intent to change the Tenant entity from Delta Data systems, Inc. to KSDD Properties, LLC. The construction is nearly complete and Delta Data Systems is requesting the issuance of IRBs at this time, in the amount of \$9,000,000. Delta Data Systems will sublease the project to Delta Dental Plan of Kansas, Inc. ("Delta Dental").

Analysis: KSDD Properties, LLC is a wholly owned subsidiary of Delta Dental of Kansas, Inc. Its Articles of Organization were filed with the Kansas Secretary of State in December 2005. Delta Data systems is not being dissolved, but KSDD Properties, LLC was developed as a separate entity for building ownership. Delta Data Systems, Inc. is a for-profit Kansas corporation founded in 1987 to provide computer software products and support services to dental insurance carriers and to serve as owner and landlord for the Wichita headquarters of its shareholder, Delta Dental Plan of Kansas, Inc. Delta Dental was founded in 1972 and is the oldest and largest dental benefits carrier in the State. Delta Dental is a member of the Delta Dental Plans Association, a nationwide network of dental service corporations. The company provides dental benefits to more than 45 million subscribers and their family members in the United States. Delta Dental working closely with participating dentist networks, provides dental

benefit plans to organizations and individual employers in the State of Kansas, and through a national program for businesses and employees known as DeltaUSA, provides dental benefits to businesses and organizations with employees in multiple states.

Delta Data Systems proposed expansion includes construction and equipping a new two-story corporate headquarters building, consisting of approximately 40,000 s.f., including sufficient parking to accommodate a growing staff and guests. Delta Dental has demonstrated continued growth throughout its 32-year history and is in need of new and larger office facilities. As a statewide insurance carrier, Delta Dental could locate its Kansas headquarters anywhere in the state. Delta Dental currently employs 84 people, including 76 in Wichita, and plans to add 21 new jobs over a five-year period, at an average annual salary of \$40,813.

An analysis of the uses of project funds is:

Land	\$1,800,000	
Building	6,250,000	
Furniture, Fixtures and Equipment		950,000
Total Cost of Project:	\$9,000,000	

The firm of Kutak Rock LLP serves as bond counsel in the transaction. The Company plans to privately place the bonds with a financial institution and the bonds will not be re-offered to the public. The Company agrees to comply with the City's requirements contained in the Letter of Intent. The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	1.34 to one
County	1.24 to one
USD 259	1.22 to one
State	3.12 to one

Financial Considerations: The Company agrees to pay all costs of issuing the bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, the Company qualifies for a 90% five-plus-five-year tax exemption on property purchased with bond proceeds, based on creation of 21 new jobs, investment of \$9 million and average wages that exceed the average for this type of business.

The estimated first year's taxes on Delta Data's proposed \$9,000,000 expansion would be \$177,000, on real property improvements and \$23,000 on personal property, based on the 2004 mill levy. Using the allowable tax exemption of 90 percent, the City would be exempting (for the first year) \$180,000 of new taxes from the real and personal property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$50,000; County/State - \$48,000; and USD 259 - \$82,000.

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption and sales tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The City's bond counsel has prepared Bond 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.

Recommendations/Actions: It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount of \$9,000,000, and authorize the necessary signatures.

Attachments: Ordinance.

Agenda Item No. 20.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1001

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
Districts I, and III

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On August 22, 2006 a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted resolutions providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on October 3, 2006.

Analysis: On August 2, 2006 the Board of Code Standards and Appeals (BCSA) held a hearing on seven (7) properties. These properties are listed below:

Property Address	Council District
a. 1134 North Poplar	I
b. 221 North Spruce	I
c. 1055 North Green	I
d. 1625 North Grove	I
e. 2302 North Piatt	I
f. 520 West Clark	III
g. 1828 South Santa Fe	III

Detailed information/analysis concerning these properties are included in the attachments.

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: Continued revitalization of the Core

Area. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on August 24, 2006, and August 31, 2006. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings dangerous and unsafe structures, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structures would be contingent on the following: (1) All taxes have been paid to date, as of October 3, 2006; (2) the structures have been secured as of October 3, 2006 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of October 3, 2006 and will be so maintained during renovation.

Attachments: Case Summary, Summary, and Follow-Up History.

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

Agenda Item No. 21.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1002

TO: Mayor and City Council

SUBJECT: Amended Interlocal Agreement – Regional Economic Area Partnership

INITIATED BY: City Manager Office

AGENDA: New Business

Recommendation: Adopt the resolution approving the amended interlocal agreement and authorize the Mayor to sign, and reappoint City delegates to REAP.

Background: The Regional Economic Area Partnership was created in 1997, under the terms of an interlocal agreement between a number of cities in South Central Kansas, for the purpose of improving the economic well-being of this region through more effective advocacy of regional interests at the state and federal levels and better coordination of regional economic development activities such as water resource management, workforce development and air service. Currently, REAP membership includes 32 cities and 5 counties located in the six-county area of Sedgwick, Reno, Harvey, Butler, Cowley, Sumner and Kingman counties. Current City of Wichita delegates to REAP are Mayor Mayans and Council Member Martz (alternate). As a result of recent legislation impacting its activities, REAP is requesting approval by the City of Wichita of an amended interlocal agreement.

Analysis: At its meeting of September 11, 2006, Regional Economic Area Partnership (REAP) took action to amend the interlocal agreement establishing REAP and requested members to pass and forward the signed version to the REAP Executive Officer for submittal to Kansas Attorney General. This action was taken in response to action of the Kansas Legislature in assigning REAP responsibility for administering the Kansas Affordable Airfares Program.

This new responsibility required REAP to make a number of revisions in order to administer the Kansas Affordable Airfares Program. These revisions included amending the REAP interlocal agreement to:

- Create REAP as a separate legal entity in paragraph 1.
- Nullify previous agreements adopted by cities and counties.
- Ratify all actions taken by REAP in previous agreement.

- Define south-central Kansas region to include the nine counties and cities therein.
- Allow cities or counties outside of defined region to become members upon a 2/3 vote of approval.
- Be adopted by either resolution or ordinance, as opposed to only resolutions.
- Allow one vote per member on all issues and deletes language allowing votes based on population.
- Define elected members from counties as county commissioners.
- Provide that current officers remain in office until new elections in May.
- Delete reference to rotation of officers on yearly basis.
- Provide that current by-laws remain in effect until new by-laws are adopted pursuant to new agreement.
- Provide some specific new powers granted by statute including: right to sue or be sued; to contract; and to issue bonds. Powers not specified in the previous agreement.
- Becomes effective upon adoption by 10 cities or counties in south-central Kansas.

REAP has also requested that the member cities and counties reappoint or appoint delegates and alternate delegates to REAP, as an effort to fill any vacancies that currently exist.

Financial Considerations: There is no financial impact to the City of Wichita.

Goal Impact: Economic Vitality and Affordable Living. Membership in REAP helps ensure that the Wichita region receives a more fair share of the economic benefits that come from state and federal actions.

Legal Considerations: The attached resolution and amended interlocal agreement have been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council adopt the resolution approving the amended REAP interlocal agreement and authorize the Mayor to sign, and reappoint Mayor Mayans as the City's delegate to REAP and Council Member Martz as the alternate.

Attachments:

- Resolution
- Amended Interlocal Agreement Creating the Regional Economic Area Partnership to Serve and Promote the Interests of Local Governments in South Central Kansas

Agenda Item No. 22.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1003

TO: Mayor and Members of the City Council

SUBJECT: HUD Consolidated Plan Annual Performance and Evaluation Report

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing and approve the report.

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The CAPER documents the activities undertaken during the program year beginning July 1, 2005 and ending June 30, 2006 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME) and the Emergency Shelter Grant (ESG) programs.

Analysis: During the reporting period, residents of the city of Wichita received direct benefits from expenditure of CDBG, HOME and ESG funds. Funds were expended under the CDBG program for 19 capital improvement projects. Neighborhood Improvement Services provided grants and loans to homeowners for the rehabilitation of 247 residential structures and 12 neighborhood clean-ups were funded. Public Service agencies received funds to assist 303 youth with summer employment and 6,036 youth participated in recreation and enrichment after-school programs. Two women's shelters served 477 women and 366 children who were victims of domestic violence. The HOME program assisted 62 households to secure affordable housing and 10 households received rehabilitation assistance through the Deferred Loan Program. The ESG program served 4,531 persons (cumulative) by providing short-term shelter, case management and other services to homeless persons and victims of domestic abuse.

Financial Considerations: The total expenditures for the 2005/2006 program year were \$7,080,087. The expenditures consist of \$3,871,871 for the CDBG program, \$3,081,530 for HOME Investment Partnerships program and ESG expenses were \$126,686.

Goal Impact: Approval of the CAPER shows how federal funds were used to enhance the goals of supporting a Dynamic Core Area and Vibrant Neighborhoods and Enhancing the Quality of Life.

Legal Considerations: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to submitting the CAPER to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Kansas State Globe on September 21, 2006 and in the Wichita Eagle on September 23, 2006, advising that public comments would be accepted until October 2, 2006. The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library.

Recommendation/Action: It is recommended that the City Council approve the HUD Consolidated Annual Performance and Evaluation Report, close the Public Hearing and authorize submission to the U.S. Department of Housing and Urban Development.

Attachments: None.

Agenda Item No. 23.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1004

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve three lots located north of 8th St. North, east of Arapaho (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 1 of 3 (33.3%) resident owners and 63.6% of the improvement district area. District V Advisory Board sponsored a September 11, 2006, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will construct a sanitary sewer for a partially developed residential area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$69,000 with the total assessed to the improvement district. In addition, a sewer main benefit fee of \$1,800 will be assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$1.36 per square foot of ownership plus \$00.035 per square foot of for the main benefit fee.

Goal Impact: This project addresses the Efficient Infrastructure and Vibrant Neighborhoods goals by extending sanitary sewer service to an existing residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

Agenda Item No. 24.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1005

TO: Mayor and City Council

SUBJECT: CON2006-00027 Conditional Use for 150-foot Wireless Communication Tower on property zoned GC General Commercial. Generally located east of Porter and south of 29th Street North. (District VI)

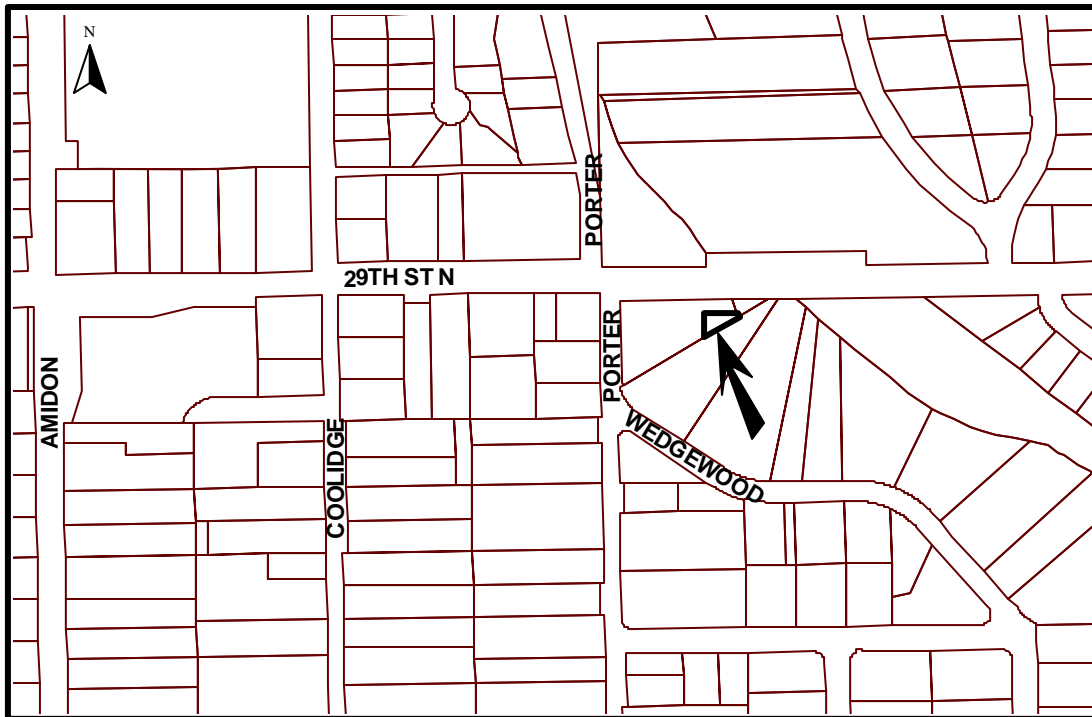
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (non-consent)

MAPC Recommendation: Approve (11-1)

Staff Recommendation: Deny.

DAB Recommendation: Deny (6-2)



Background: The applicant is seeking a conditional use to permit the construction of a 150-foot monopole wireless facility for use by T-Mobile USA. The proposed site is zoned GC General Commercial, and is located at the southeast corner of 29th Street North and North Porter Avenue, adjacent to the Little Arkansas River. This application was originally submitted as an administrative permit (BZA2006-00027), which was denied by staff (attached). In accordance with Section III-D.g(4) of the Unified Zoning Code, this conditional use application is an appeal of the administrative denial.

The character of the area immediately adjacent to the site is largely residential in nature, with various commercial and office uses scattered north and west along 29th Street. The application area (see attached site plan) is approximately 0.40 acres located on a wedge-shaped lot bounded by 29th Street to the north, Porter Avenue to the west, and SF-5 Single-family Residential zoning and development to the south. The site is well screened from surrounding properties, as the property is heavily wooded. However, the proposed tower would be located within approximately 25 feet of 29th Street right-of-way and adjacent single-family lots. Therefore,

approval of this request would also require a waiver of the compatibility setback standards which require wireless facilities to not exceed a height equal to the distance to the lot line of property zoned TF-3 or more restrictive from the lot line.

Analysis: District Advisory Board VI heard this request on July 19, 2006. DAB VI recommended denial (6-2), citing staff recommendation and neighborhood opposition. A protest petition signed by 53 people was presented to the DAB.

At the MAPC hearing on July 20, 2006, the MAPC voted (11-1) to recommend approval of a 150-foot tower at this location. At the MAPC meeting the applicant offered to reduce the height of the tower to 120 feet and to disguise the antenna as lights, as depicted in the attached photography. The MAPC did not cite any findings for their recommendation or attach any conditions of approval. If the City Council accepts the MAPC's recommendation, the request should be subject to the following normally applied conditions of approval:

- A. All requirements of Section III.D.6.g. of the Unified Zoning Code shall be met.
- B. 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.
- C. The support structure shall be a "monopole" design that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- D. The support structure shall be no greater than 150 feet in height and shall be designed and constructed to accommodate communication equipment for at least three wireless service providers.
- E. The site shall be developed in general conformance with the approved site plans and elevation drawings. All improvements shall be completed before the facility becomes operational.
- F. 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.

Staff has received written protest to the MAPC approved conditional use that totals 37.81% of the total property within a 200-foot radius of the outer boundaries of the subject property. Therefore, at least 3/4 of the Governing Body must vote to approve the conditional use to overturn the protest.

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.

Recommendations/Actions:

1. Adopt the recommendation of the MAPC, subject to staff recommended conditions and City Council findings, and approve the conditional use to permit the proposed wireless communication facility and adopt the resolution; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a 2/3-majority vote of the membership of the governing body on the first consideration. An override of the 20% protest provided by neighboring properties requires a 3/4-majority vote.)

Attachments: DAB Memo and MAPC Excerpt Minutes and Site Plan
Protest Petitions, Letters and Map

Agenda Item No. 25.

City of Wichita
City Council Meeting
October 3, 2006

Agenda Report No. 06-1006

TO: Wichita Housing Authority Board Members

SUBJECT: Public Hearing – Five-Year and Year 2007 Annual Agency Plans

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority

Recommendation: Conduct the Public Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority (WHA) Five-Year and Year 2007 Annual Agency Plans.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare a five-year plan showing the needs and goals for that period and a more detailed annual operating plan. The annual plan must include, among other things, information on the housing needs of the locality, population served, method of rent determination, operation policies and procedures, capital improvements, unmet housing needs of families with income less than 30 percent of median income and efforts to coordinate programs and other items.

Analysis: Section 511 of the QHWRA requires the board of directors of housing authorities to conduct a public hearing to discuss the housing authority plans and to invite public comment regarding the plans. In the event that the Housing Authority Board receives public comment, written or oral, which is deemed significant enough to amend the plans, the Housing Authority Board may amend the plans and certify the plans as amended. After the Housing Authority Board has considered comments submitted at the hearing and approved the WHA Five-Year and Year 2007 annual Plans, subject to any amendments, the WHA staff will transmit the policies and programs to HUD via an electronic template. (See attached)

The 2007 Annual Plan includes the addition of three single-family dwellings as replacements to the three dwellings that were previously sold in the homeownership program. In addition, it is planned that the Section 5h Homeownership program be terminated with the development of a marketable homeownership program in partnership with the Housing and Community Services

HOME Program.

Legal Considerations: The certification of the Five-Year and Year 2007 Annual Plans will bring the Wichita Housing Authority into compliance with the Quality Housing and Work Responsibility Act of 1998.

Financial Considerations: The 2007 Capital Fund Budget request is a part of the 2007 Annual Plan for approval by the WHA's Governing Board.

Goal Impact: Promote Economic Vitality and Affordable Living

Recommendation/Action: Conduct the Public Hearing, adopt the Resolution and authorize the necessary signatures relative to required certifications for the submission of the Wichita Housing Authority Five-Year and Year 2007 Annual Agency Plans.

Attachments:

Wichita Housing Authority Board Certification and Resolution
Certification for a Drug-Free Workplace
Certification of Payments to Influence Federal Transactions
Disclosure of Lobbying Activities
5-Year and Year 2007 Annual Agency Plans
Admissions & Continued Occupancy Policy
Grievance Procedure
Operation and Management Policy
Pet Policies
Section 8 Homeownership Capacity Statement
Implementation of Community Service Requirements
5-Year Plan Progress
Resident Member of the Governing Board
Tenant Advisory Board Members

Standard PHA Plan PHA Certifications of Compliance U.S. Department of Housing and
Urban Development Office of Public and Indian Housing

PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the Standard Annual, Standard 5-Year/Annual, and

Streamlined 5-Year/Annual PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X standard Annual, X standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 1/1/2007, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).

8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business

office of the PHA.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

Standard PHA Plan for Fiscal Year:

Standard Five-Year PHA Plan for Fiscal Years 2005 - 2009, including Annual Plan for FY 2007

Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official
Carlos Mayans
Wichita Housing Authority Board
Signature
X

Title
Mayor and Chairman of the
Date

CITY OF WICHITA HOUSING AUTHORITY
PUBLIC HOUSING

ADMISSIONS & CONTINUED OCCUPANCY POLICY
(ACOP)

The purpose of the ACOP is to establish guidelines for the Public Housing staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by the United States Department of Housing and Urban Development with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents and the Public Housing Program. The City of Wichita Housing Authority Board has approved these policies and amendments.

I. NONDISCRIMINATION

The City of Wichita Public Housing Program shall not discriminate because of race, color, sex, age, disability, religion, familial status, marital status or national origin in the leasing, rental, or other disposition of housing or related facilities (including land) included in any project development or project under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended or in the use or occupancy thereof. Public Housing will comply with all laws relating to Civil Rights, including the Housing and Community Development Act Amendments (HCDA) of 1981, and Housing and Urban-Rural Recovery Act (HURRA) of 1983, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern) and any applicable State laws or local ordinances or any legislation protecting individual rights of resident, applicants or staff that may subsequently be enacted.

II. ELIGIBILITY FOR ADMISSION

Public Housing records with respect to applications for admission to any public housing assisted under the United States Housing Act of 1937, as amended, shall indicate as to each application the date and time of receipt; the determination of the local authority as to eligibility or ineligibility of the applicant; where eligible, the unit size for which the applicant is eligible; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

To be eligible for admission an applicant must meet the following conditions:

A. The applicant must qualify as a family. A family consists of:

1. Two or more persons residing together in a stable family-type relationship, including single pregnant women with no other children (regardless of delivery date) or a single person in the process of securing legal custody and/or adoption of any individual, who has not obtained the age of 18 years, who meets all other requirements;
2. A head of household, spouse, or sole family member who is at least 62 years of age, or a disabled person, and may include two or more elderly, disabled or handicapped persons, living with another person who is determined to be essential to their care and well being (see Glossary for definition of “Live-in-Aide”);
3. The remaining member of a tenant family (for continued occupancy purposes only), who is at least 18 years of age, or the age of majority as designated by state law;
4. A single person or near elderly at least 50 years old, but under the age of 62 years person

living alone or intending to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a tenant family; or

5. A displaced person who is displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant's building.

B. The applicant must be income eligible. The applicant's total family annual income as defined in Section XI, shall not at the time of admission, exceed the HUD approved amounts posted on the Wichita Housing Authority official bulletin board(s). An applicant must head a household where at least one member of the household is either a citizen or eligible non-citizen (24 CFR Part 5, Subpart E) and must provide a Social Security number for all family members age 6 and older. An applicant must not have any outstanding debts to the Wichita Housing Authority or any other public housing authority.

C. The applicant may be denied admission to the project, if such admission would prove detrimental to the project or its residents. The criteria for tenant selection shall be reasonably related to individual attributes and behavior of an applicant over the most recent five year period and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member. However, before such determination is made, consideration shall be given to favorable changes in the family's pattern of behavior, such as a lapse of two years since an offense and to other extenuating circumstances, which offer reasonable assurance that the family meets the Public Housing admission standards.

D. Applicants for assistance and participants must submit their complete and accurate social security numbers and cards. In addition, all family members must disclose their social security number and cards. This includes subsequent declaration in instances where a household adds a new member.

E. An authorized representative of Public Housing shall document pertinent information and deny applicants relative to, but not limited to the below.

1. History of recent criminal activity – includes cases in which a member of the family who is expected to reside in the household was or is engaged in prostitution, sale or use of illegal drugs, or other serious criminal activity.

In a decision about criminal activity, Public Housing has the discretion to consider all of the circumstances of the case. In appropriate cases, Public Housing may permit admission and continued occupancy of family members not involved in criminal activity and may impose a condition that the person who engaged in the illegal activity will not reside in the unit. Public Housing also may require a family member who has engaged in illegal use of drugs to present evidence of successful completion of a treatment program as a condition of admission or being allowed to remain in the unit.

2. Pattern of behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

3. Confirmed drug addiction – includes standards pursuant to Section 576 of the Quality Housing and Work Responsibility Act of 1998 that prohibit admission to the low-income public housing for any household with a member who Public Housing determines is illegally using a controlled substance. Households with a member with respect to whom Public Housing determines that it has reasonable cause to believe that such household member's illegal use (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents shall also be denied admission.

In determining whether to deny admission to Public Housing to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, Public Housing may consider whether such household member has done the following:

a. Successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

b. Been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

4. Rape or sexual deviation – includes individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse, and impairing the morals of a minor. Exception may be permitted in the case of an individual under 16 years when he/she was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.

5. Initiating threats – behavior in a manner of indicating intent to assault persons, employees or tenants of previous housing.

6. Abandonment of a previous housing unit – abandonment of the unit without advising the housing agency officials so that staff may secure the unit and protect its property from vandalism.

7. Non-payment of rightful obligations – excluding legal bankruptcy and cases where such nonpayment is a direct result of illness of injury as documented by medical records.

8. Intentionally falsifying an application for housing – including giving false information regarding family income, size, or utilization of an alias on the application for housing.

9. Record of serious disturbance of neighbors, destruction of property or other disruptive or dangerous behavior – behavior which consists of patterns which endanger the life, safety, morals

or welfare, or right to peaceful enjoyment of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a family setting. Includes neglect of children, which endangers their health, safety, or welfare; judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, alcoholism or frequent loud parties, which have resulted in serious disturbances to neighbors.

10. Grossly unsanitary or hazardous housekeeping – includes the creation of a fire hazard through acts such as hoarding rags and papers, damage to premises and equipment, if it is established that the family is responsible for the condition; infestation, foul odors (including pet odors), depositing garbage, or pet waste in areas other than those specifically designated, or neglect of the premises. This category does not include families, whose housekeeping is found to be disorderly, where such conditions do not create a problem from neighbors.

11. Destruction of property

F. Elderly or handicapped applicants or tenants may not be denied admission or continued occupancy in rental housing built exclusively for occupancy by the elderly or handicapped by reason of ownership of a common household pet which is eligible under the terms of the Public Housing Pet Policy.

III. PROCESSING APPLICATIONS FOR ADMISSION

A. Upon the opening of the application process, each family seeking admission to the low-income public housing program must complete a preliminary application signed by the head of the family, spouse, or other responsible party. This application will be reviewed by staff to determine the applicant's eligibility based on income guidelines and family by definition. Each applicant will be advised in writing, at the earliest date possible, as to his or her eligibility for the Public Housing Program. Each applicant determined to be eligible will then be placed on a waiting list (if they cannot be housed immediately) and advised in writing of their status on the waiting list.

The applicant will be later notified as to the scheduled time of a Preoccupancy Meeting at which time a formal application will be completed. Such notification shall indicate that the attendance at the Preoccupancy Meeting is mandatory and is a condition of placement. In the event that no other applicants exist on the waiting list for a particular bedroom size, the requirement to attend a Preoccupancy Meeting may be waived by staff. Otherwise, failure to attend the scheduled Preoccupancy Meeting will result in a determination of ineligibility and the applicant's name will be purged from the waiting list.

B. The formal application will request all information relative to previous housing, total family income, total income from assets, value of assets, medical expenses (elderly, disabled or handicapped only), handicapped assistance expense, full-time student status, child care expense, family requesting larger units than applicable, and family type composition.

1. The above information will require verification of third parties. Third party oral verification must be properly documented as to time, date, source, and signed by the Public Housing staff member who made the contact. When written or oral third party verifications are impossible to obtain, applicable documents may be photocopied except when prohibited by law (i.e., government checks). Sources of information may include, but not limited to, the applicant, (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. All verifications shall be maintained in the applicant's file. All applicants must produce the name, address, and phone number of their current/previous landlord or they will be considered ineligible.

2. Verified information will be analyzed and a determination will be made with respect to the following:

- a. Eligibility of applicant with respect to back monies owed to the Wichita Housing Authority or previous non-compliance with a federally subsidized rental assistance program;
- b. Eligibility of applicant as a family;
- c. Eligibility of applicant with respect to income limits for admission;
- d. Eligibility of applicant with respect to standards for admission as described in Section II;
- e. Size of unit required for family; and
- f. Rent, which the family should pay.

Failure to provide a landlord reference, or failure of a landlord to respond with verification within 15 days will automatically be an ineligible determination excluding cases wherein the landlord refuses to cooperate as verified by Public Housing staff. In such instances, attempts will be made to contact a previous landlord. Where no landlord exists, a home visit will be conducted by staff to insure compliance with the screening criteria of this policy.

3. Each applicant determined to be ineligible shall be promptly notified of such determination in writing stating the reason for ineligibility and a record of such determination will be maintained in the applicant's folder. Such notice shall state that the applicant has the right to a Private Conference with the Public Housing Property Management Supervisor or his/her designated representative, if requested within ten days from the date of the notice. Public Housing shall, within ten working days of the receipt of a request for an ineligible applicant for a private conference, notify the ineligible applicant of the time and date of the Private Conference. Whatever evidence is to be presented shall be heard on that date.

After the conclusion of the Private Conference, a decision will be made upon the merits of the evidence presented. Any individual who was a party to the original eligibility decision will not

make the decision. Within fifteen days, the written decision shall be forwarded to the applicant, and a copy retained in the applicant's file.

C. Total family income will be determined in accordance with the definition in Section VI. of this policy and adjusted income and Total Tenant Payment (TTP) will be computed in accordance with Section VI.

D. When the applicant has been offered one unit and the offer has been refused the application will be dated and placed at the bottom of the waiting list. In the event the applicant refuses the third unit offered, the applicant will be purged from the waiting list.

E. If more than 90 days elapse between the date of the determination of the family's eligibility and the date the family is scheduled for admission, all eligibility factors will be rechecked by telephone or other means for changes.

F. If an applicant has not responded to a unit offer mailed to the last know address within three business days from the date of the notice was mailed, the application will be placed in the inactive file and the waiting list documented accordingly.

IV. LEASING

A. Lease Agreement – prior to admission, a lease agreement shall be signed by the family head and spouse or other responsible member, and executed by Public Housing. The head of a family is the responsible person who is legally and morally responsible for the group and who is actually looked to and held accountable for the families need. The household head and spouse also are required to sign an Applicant/Tenant Certification, Federal Privacy Act Statement and Disposal Assets Certification. The Form HUD-9886, Authorization for the Release of Information must be signed and dated by each head spouse and any other adult family members. The Public Housing will retain the certification for at least three years.

Public Housing shall amend the lease with an addendum under the following circumstances:

1. At a regularly scheduled or interim reexamination of income (the Notice of Rent Adjustment issued to amend the dwelling lease need only be signed by the Public Housing with the original sent to the tenant retaining a copy in the tenant file);
2. A change in family composition, unit size, or transfer;
3. At the time of transfer for any tenant moving from one dwelling unit in a project to any other dwelling unit in a project to any other dwelling unit in a project; and
4. Any appropriate rider prepared to amend any provision of the lease.

All addenda shall be made a part of the lease agreement. Conditions and requirements of the lease become a part of this Admissions and Continued Occupancy Policy by reference.

Utility Deposits – prospective tenants responsible for furnishing the utilities must assure Public Housing that the necessary utility service(s) for the anticipated unit will be obtained in order to comply with the requirement of a safe, sanitary and healthful living environment.

Security Deposit – prospective tenants must deposit with Public Housing an amount established by Board adopted resolutions concerning Security Deposits and the Pet Policy. These deposit amounts will be posted on the project bulletin board.

V. UNIT SIZE AND TYPE REQUIRED

The following suggested standards are used to determine the number of bedrooms required accommodating a family of a given size, except that such standards may be waived when a vacancy problem exists, and it is necessary to achieve or maintain full occupancy.

A. NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	MINIMUM	MAXIMUM
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

B. An unborn child will be considered a person for occupancy purposes.

C. Dwelling units will be assigned so that:

1. Children under three years of age may occupancy the same bedroom with parents;
2. For reasons of health (old age, physical disability, etc.) separated bedrooms may be provided for such as individual family member if verified as to need by a health care provider;
3. The living room or a basement will not regularly be used as a bedroom;
4. Social factors such as differences in age or sex in siblings shall be taken into account in determining unit size. Children of opposite sex, ten years or older, may have separate bedrooms;
5. Children or grandchildren who are away at school, but who live with the family during school recess will be included in determining unit size; and
6. Foster children will be included in determining unit size.

Exceptions to Occupancy Standards

1. Person with Disability – Public Housing may grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.
2. Circumstances may dictate a larger size than the occupancy standards permit when persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.
3. In order to provide an increased sense of security for public housing residents the WHA may allow Public Housing units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to the WHA's Public Housing Program.
4. Public Housing may offer a family a unit that is larger than required by Public Housing's occupancy standards in the event of a deficiency of qualified applicants on the waiting list for the applicable bedroom size.

Offering Handicap Units to Handicap Applicants or Tenants – when an accessible unit becomes vacant, Public Housing before offering such unit to a non-handicapped applicant shall offer such unit, first, to a current occupant of another unit of the same project or comparable project under common control, having handicaps requiring accessibility features of the vacant unit and occupying a unit not having such features. If no such occupant exists, the unit will be offered to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit. (F.R. dated June 2, 1988, 24 CFR, Part 8, Section 8.27)

VI. Determination of Rent

Part I – Determination of Total Tenant Payment

A. Minimum Rent - The minimum rent for Public Housing is \$0. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly gross income

The minimum rent as established by the HA

The minimum rent hardship exception under the law is not applicable, since the minimum rent for Public Housing is \$0. Notification requirements to households regarding hardship exceptions are not applicable as the minimum rent for Public Housing is \$0.

B. Income and Allowances

The HA shall define income and allowances as the following:

“Income”: The types of money that are to be used as income for the purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

“Annual income” is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. “Gross income” is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

“Adjusted income” is defined as the annual income minus any HUD allowable deductions.

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. “Elderly” allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
4. Childcare expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work or attend school (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. Disallowance of earned income from rent determinations

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins. A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent; and

1. Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years previous to employment;

The HUD definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

2. Whose earned income increases as a result of increased earnings by a family member during participation in any family self-sufficiency or other job training program; or

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

3. Who is or was, within six months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least \$500 for the six-month period. The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the family member’s income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Exclusion:

Upon the expiration of the 12-month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12-month phase in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month Housing phase in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Tracking the Earned Income Exclusion:

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent. Such documentation will include:

- Date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income is first excluded from annual income;
- Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any);
- Date the family member has received a total of 12 months of the initial exclusion;
- Date the 12-month Housing phase in period began;
- Date(s) earned income ended and resumed during the second cumulative 12-month period phase in exclusion;
- Date the family member has received a total of 12 months of the phase in exclusion; and ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance).

Public Housing will maintain a tracking system to ensure correct application of the earned income disallowance. Public Housing's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. Residents must report all changes in the household composition. Public Housing's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. However, if the family has an increase in earned income and wishes to benefit from the earned income exclusion, the family must report the increase in income within 10 calendar days of the date of the increase. If Public Housing determines that the family is a qualified family, the 12-month exclusion will begin on the first day of the month after the family reports the increase in income. At annual recertification, the remainder of the 12-month full exclusion will be applied. After the 12-month

full exclusion ends, the 12-month phase-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or housing phase in exclusion is applied).

The earned income disallowance is only applied to determine the annual income of families residing in Public Housing, and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

D. Training programs funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded. Upon employment in Public Housing, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

E. Averaging income

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available. When Annual Income cannot be anticipated for a full twelve months, Public Housing will average known sources of income that vary to compute an annual income. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

Income of person permanently confined to nursing home

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, Public Housing will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

Regular contributions and gifts [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received on a regular basis regardless of frequency will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information will be requested from the family and will be averaged over a twelve-month period and included in the calculation of Total Tenant Payment. It does not include casual contributions or sporadic gifts.

Alimony and child support [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, Public Housing must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

Public Housing will accept as verification that the family is receiving an amount less than the award if Public Housing receives verification from the agency responsible for enforcement or collection. It is the family's responsibility to supply a copy of the divorce decree.

Lump-sum receipts [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments, which are deferred due to delays in processing.

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt Public Housing will always calculate retroactively to date of receipt.

Public Housing will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer. Public Housing will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due Public Housing. At the Public Housing's option, Public may enter into a Repayment Agreement with the family. Public Housing will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). The family will be required to pay fifty percent (50%) of the retroactive amount due at the time of calculation and the balance of the amount over a six-month period. The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. Contributions to retirement funds - assets

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. Assets disposed of for less than fair market value

Public Housing must count assets disposed of for less than fair market value during the two years preceding certification or recertification. Public Housing will count the difference between the market value and the actual payment received in calculating total assets. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

L. Child care expenses

Un-reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or attend full-time vocational training. In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or an older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the typical childcare rates are in Public Housing's jurisdiction. Allowability of deductions for child care expenses is based on the following guidelines:

Child care for work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

M. Medical expenses [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense,

IRS Publication 502 will be used as a guide. Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the family's primary physician. The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

N. Proration of assistance for "mixed" families [24 CFR 5.520]

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. "Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

O. Income changes resulting from welfare program requirements

Public Housing will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud;

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement.

However, Public Housing will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as the family has complied with welfare program requirements,

but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

A family's request for rent reduction shall be denied upon the Public Housing obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

Public Housing has taken a proactive approach to culminating an effective working relationship between the Wichita Housing Authority and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

P. Utility allowance and utility reimbursement payments

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption. When the Utility Allowance exceeds the family's Total Tenant Payment, Public Housing will provide a Utility Reimbursement Payment to the family each month. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Q. Acceptable forms of verification

Acceptable forms of verification are listed in Appendix 1.

PART 2 - Family rent choice

Public Housing shall provide information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent. Public Housing may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by Public Housing.

A. Flat rents

Public Housing has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which is based on the rental value of the unit, as determined by the Public Housing, designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. Public Housing shall review the income of families paying flat rent annually. The family will be provided a form from Public Housing, on which the family will indicate whether they choose flat rent or income-based rent. The form will state what the flat rent would be, and an estimate, based

on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

B. Income-based rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by Public Housing that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income; or
10 percent of the family's monthly gross income; or
Public Housing's Minimum TTP of \$0.

C. Switching rent determination methods because of hardship circumstances

In the case of a family that has elected to pay Public Housing's flat rent, Public Housing shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by Public Housing.

All hardship situations must be verified. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time Public Housing shall allow the family to elect whether to pay flat rent or income-based rent.

D. Public Housing's flat rent methodology

Public Housing staff has set a flat rent for each public housing unit, based on the reasonable market value of the unit. Public Housing staff obtains three rent comparables for each bedroom size from unsubsidized units in the surrounding area. The rent comparable information includes factors such as age of the building, location, physical condition, amenities and design. Once three rent comparables are obtained, an average of the three rents is calculated to obtain the flat rent. Rent comparables shall be reviewed not less than once each year and adjust the flat rents in the event a 10% variance has occurred from the base year.

E. Annual recertification

During the annual recertification process, the family will be provided a form from Public Housing, on which the family will indicate whether they choose flat rent or income-based rent. The form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

VII. TENANT SELECTION POLICIES

A. Public Housing will place applicants based on a broad range of income for the following purposes:

1. To avoid concentration of the most economically and socially deprived families in any one or all the Public Housing projects and
2. To attain a tenant body in each project composed of families with a broad range of income and rent-paying ability, which is generally representative of the range of incomes of lower and very low-income families in Public Housing, as set forth in Section II. B. of this policy. However, not less than 40 percent shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30 percent of the area median income.

B. Public Housing will select applicants for low to moderate-income Public Housing in the order of Preliminary Application date, time, and preference.

C. Preferences in the Selection of Tenants – A preference will be granted to a displaced household by governmental action, or a household whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant's building. Applicants on the waiting list, who have been granted a preference, will be housed first in the appropriate bedroom size. When all preferenced applicants have been housed in the appropriate bedroom size, the application date and time shall be used for remaining applicants on the waiting list.

D. In the event that it is determined that Public Housing, through the normal tenant selection process, is unable to achieve an acceptable income mixture in its developments, the offering process may include skipping families on the waiting list specifically to target families with lower or higher incomes. This policy of skipping, if implemented, will be uniformly applied. For the purposes of this income targeting policy, income levels will be determined by methods pursuant to the Final Rule to Deconcentrate Poverty and Promote Integration in Public published in the Federal Register/Vol. 65, No. 247/December 22, 2000 and updates.

E. Public Housing may allow a police officer who is not otherwise eligible for residency in public housing to reside in a public housing dwelling unit. The number of police officers admitted shall not exceed more than one officer for each public housing concentration. The admission of a police officer shall only be permitted for the purpose of increasing security for the residents of a public housing project.

A police officer is defined as a person who is a full-time Federal, Kansas, Sedgwick County or City of Wichita licensed professional law enforcement officer. Police officers who occupy a Public Housing dwelling shall pay monthly rent in the amount not to exceed one half (1/2) of the appropriate flat rent scheduled for the relative bedroom size.

VIII. REEXAMINATION AND ELIGIBILITY FOR CONTINUED OCCUPANCY

Reexaminations – The income of all families in occupancy shall be reexamined at least annually and upon determination of anticipated annual income as defined in this policy for the ensuing year, the Total Tenant Payment (TTP) shall be adjusted accordingly.

Interim Reexamination – When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission (initial certification) or regular reexamination (regularly scheduled certification), due consideration should be given to tenants past income and interim reexamination scheduled in 60 days.

An interim reexamination will be conducted if the tenant has misrepresented the facts upon which rent is based (in such cases, any increase in rent may be made retroactive).

Initial Certification and Reexamination Procedures

At least annually, the Public Housing resident is required to provide accurate and current information relating to the household. The resident will be interviewed by Public Housing Property Managers and the head of household shall complete and sign an application for continued occupancy and other forms required by HUD.

1. Approximately 60 to 90 days before the annual recertification, the Authorization for Release of Information (Form HUD-9886) must be signed by all adult (18 years and older) family members.
2. At the time of reexamination the head of household and spouse will be required to sign the Application/Tenant Certification, Disposal of Assets, and Federal Privacy Act Statement. (See Section IV of this policy).
3. Employment and income data, assets, full-time student status, medical expenses (elderly families only), child care expense, family type (elderly, handicapped or disabled status (unless receiving income from an agency where such status is required)), a larger unit that occupancy standards and eligible student – alien status (when applicable) handicapped assistance expenses must be verified, documented and placed in the tenant's folder. Acceptable forms of verification are detailed in Appendix 1.
4. In accordance with Section 512 of the Quality Housing and Work Responsibility Act of

1998, HUD regulations, HUD notices and HUD directives, non-exempt households will be required to provide to the Public Housing written third party documentation that each adult resident of Public Housing contributed 8 hours per month of community service or participated in an economic self-sufficiency program for 8-hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program. Public Housing staff members shall verify participation in community service and self-sufficiency programs. Community service and self-sufficiency programs shall be approved by Public Housing prior to the resident's participation. For the purposes of the community service requirement, work activities are defined in Section 407(d) of the Social Security Act [42 U.S.C. 607(d)]. An exempt work activity shall not include employment less than an average of fifteen hours (15) per week for each monthly period.

Public Housing is not permitted to renew the lease or continue assistance if non-exempt residents fail to comply with the service requirement or Agreement to Cure Community Service Noncompliance. All Public Housing residents are responsible to notify Public Housing in writing and provide documentation that they qualify for an exemption, if they claim to be exempt from the Community Service requirement, and sign an exemption certification. A licensed physician must certify disability exemptions or the need for a care taker and the date of exemption will be effective on the date the certification is signed by the physician. Retroactive certifications or exemptions will not be permitted.

It is the responsibility of non-exempt residents to complete the 8 hour per month requirement. The community service and self-sufficiency requirement shall not be interpreted by Public Housing as a 96 hour per year requirement and a resident should complete the requirement at a rate of 8 hours per month to avoid a potential noncompliance should a total disability occur.

In the event a member of a household executes an Agreement to Cure Community Service Noncompliance with Public Housing granting the household a one-year lease renewal and another member of the household, due to an exemption status change, fails to complete the 8-hour per month requirement, the ending date of the executed Agreement to Cure Community Service Noncompliance will be final with no further extensions. It shall be the responsibility of any non-exempt resident to complete the required service hours without any additional agreements and the original terms of the Agreement to Cure Community Service Noncompliance shall be binding upon the entire household.

In the event a noncompliant resident vacates a Public Housing unit to avoid the non-renewal of lease agreement and termination of assistance for the remaining household, the noncompliant resident will not be able to reoccupy any Public Housing unit for a period of at least 3 years subsequent to his/her vacate date.

5. Third party verification is preferred. Oral third party verifications are acceptable, if properly documented, and photocopying the verification documents when not prohibited by law (i.e., government checks) is acceptable. Public Housing may document that the verification documents were viewed by recording the document source, date, time, amount, etc. The documented information must be signed by Public Housing staff and all verifications maintained

in the tenant's folder

6. When families report zero income, and have no income excluded for rent computation, Public Housing staff will examine the family's circumstances every 180 days until they have a stable income. Staff will request zero income families to complete a zero income form. The form asks residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care debts, and other household items and whether any of these costs are being paid by an individual outside the family. If any such payments are received they are to be considered income.

7. Verified information will be analyzed and the family will be recertified for eligibility. Each family will be reexamined least annually on the anniversary date of their lease. The process should start 60 to 90 days before the effective date of the regularly scheduled reexamination date.

8. Tenants will be provided with at least 30 days written notice of any rent increase. Rent decreases are effective the first of the next month.

Eligibility for Continued Occupancy

Families (as defined in Section II of this policy) are eligible for continued occupancy, and renewal of a lease will not be refused, or eviction proceedings commenced based on the income of the family unless Public Housing has identified for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding 30 percent of their income.

Action Following Reexamination

1. A new certification/recertification of tenant eligibility form will be prepared and a new lease addendum will be prepared. (See Section IV of this policy).

2. If any change "in the size of unit occupied" is indicated, the tenant may be transferred to a unit of an appropriate size and a new lease will be executed. If an appropriate unit is not available, the tenant will be placed on a transfer list and may be moved to such unit when it does become available.

3. If the reexamination and redetermination of income resulted in a determination that an increase in the tenant's rent is required; the rent shall be increased on the first of the month following on the first of the month following at least 30 days notice.

F. As a part of the record of each family reexamined, the Property Management Supervisor or designee will certify that the determinations on the application for continued occupancy and recertification of tenant eligibility form.

IX. ESTABLISHING RENTS BETWEEN REGULARLY SCHEDULED

REEXAMINATIONS

Interim Rent System. Rent and other charges as fixed in Section VII C above will remain in effect for the period between regularly scheduled reexamination unless:

1. There is a substantial increase or decrease in total family income (wages, entitlements, etc.) that would result in a change in the tenant's rent. Significant increase or decrease is defined as 10%. Decreases in rent will be effective on the first day of the month following that in which the change is reported. An increase in the tenant's rent will be effective the first day of the month following 30 days written notice.
 2. There is a change in family composition:
 - a. Loss of lease through death, divorce, or other circumstances, or the addition of a family member;
 - b. Loss or addition of principal income recipient through divorce, death, marriage or other continuing circumstances; or
 - c. Loss or addition of a family member with an income.
 4. Tenants are required to report all such changes as they occur.
 5. Addition of family members must be authorized by Public Housing prior to move in and should not create an overcrowded situation.
- B. Interim reexaminations DO NOT affect regularly scheduled reexamination dates.

X. MISREPRESENTATION

The tenant is to be notified in writing of any misrepresentations or lease violations revealed through the annual reexamination, rent reviews, or other occurrences and any other corrective action required by Public Housing.

XI. DEFINITION OF INCOME

Total Family Income – Total family income means income from all sources of the head of the household and spouse, and each additional member of the family residing in the household who is at least eighteen years of age, anticipated to be received during the twelve months following admission or reexamination of the family income, exclusive of the income of full-time students (other than the head or spouse) and income which is temporary, non-recurring, or sporadic, as defined in this Section. Total family income shall include the portion of the income of the head of the household or spouse temporarily absent, which, in the determination of Public Housing, is (or should be) available to meet the family's needs.

Annual Income Inclusion

Total family income includes, but is not limited to, the following:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for personal services (such as commissions, fees, tips and bonuses);
2. Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business;
3. Interest, dividends, and net income of any kind from real estate or personal property where the family has net income assets in excess of \$5,000. Annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
4. The full amount received from periodic payments from annuities, social security, periodic payment from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts;
5. Payments in lieu of earnings such as unemployment and disability compensation, social security benefits workers compensation and dismissal wages;
6. Welfare assistance including an amount specifically designated for shelter and utilities that is subject of adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph A 6 (b) shall be the amount resulting from one application of the percentage;
7. Periodic and determinable allowances such as alimony and regular contributions or gifts, including amount received from any persons not residing in the dwelling;
8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) received by a member of the United States Armed Forces; and
9. Payments to the head of household for support of a minor or payments nominally to a dependent for his support but controlled for his benefit by the head of the household or a resident

family member, other than the head of household, responsible for his support;

Note: A dependent is defined as a member of the family household other than the family head

or spouse who is under 18 years of age, or is a disabled person, handicapped person, or a full-time student. Payments received for support of a dependent is not considered the dependent's income and are to be included in the annual income.

A full-time student is defined as a person, other than the head of household or spouse, who:

- a. Is attending a recognized high school on a full-time basis;
- b. Is carrying twelve semester hours (nine semester hours in the case of a graduate student) at one of the local colleges, universities or institutes recognized by the Veteran's Administration as educational institutions acceptable in applying the standards of the GI Bill; or
- c. Is enrolled in and attending for a total number of required clock hours per week, one of the local institutions, trade, business schools or hospitals recognized by the Veteran's Administration as educational institutions.

Income does not include:

1. Income from the employment of children, including foster children, under the age of 18 years;
2. Payments received for the care of foster children;
3. Lump-sums additions to family assets, such as inheritances, insurance payments, including payments under health and accident insurance and worker's compensation, capital gains and settlement for personal or property losses;
4. Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member in a household in which the head or spouse is elderly, handicapped, or disabled;
5. Income of a live-in aide, as defined in 24 CFR 813.102;
6. Amounts of educational scholarships paid directly to the student or the educational institution, and amount paid by the government to a veteran for use in meeting the costs of tuition fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile

fire;

8. a. The amounts received under training programs funded by HUD;
 - b. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) ; or
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
9. Temporary, nonrecurring, (including gifts) or sporadic income. Sporadic is defined as income all employment lasting a sufficient duration to take effect on rent under the required federal notice provisions. Individuals who receive income from the performing or visual arts, or work as artisans or craftsmen are considered to be self-employed; or
 10. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.
 11. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636)
 12. The value of the allotment provided to an eligible house for coupons under the Food Stamp Act of 1997 (U.S.C. 2017(b)) whether stamps or cash;
 13. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g)), 5058 such as VISTA, Foster Grandparents, Senior Companions;
 14. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 15. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e));
 16. Payments or allowances made under the Department of Health and Human Service's Low-Income Energy Assistance Program (42 U.S.C. 8624 (e));
 17. Payments received from programs funded in whole or in part under Workforce Investment Act of 1998 (29 U.S.C. 2931);
 18. Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
 19. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program, or scholarships funded under the

Bureau of Indian Affairs student assistance programs, that are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 108uu);

20. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (f));

21. Monies earned as official census takers;

22. Payments received after January 1, 1989, from Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the Agent Orange product liability litigation M.D.L. no 381;

23. Payments received after April 23, 1993, from a foreign government for reparations pursuant to claims filed under laws of the government by persons who were persecuted during the Nazi Era; or any family receiving reparation payments that has been requested to repay assistance under this definition shall not be required to make further repayments on or after April 23, 1993;

24. Payment received from earned income tax credits;

25. Resident Service stipends;

26. Adoption assistance payments;

27. Student financial assistance;

28. Earned income of full-time students;

29. Adult foster care payments;

30. Compensation from State or local job training programs; and training of resident management staff;

31. Property tax rebates;

32. Home care payments for developmentally disabled;

33. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum:

34. Earned income received after a period of one year's unemployment for recertifications purposes during the first twelve month period beginning on the date employment commences and the second twelve month period to the extent that the amount of the monthly rental increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable [Section 3 of 42 U.S.C. 1437 (a)];

35. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

36. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d));

37. Any allowance to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805); or

38. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant (42 U.S.C. 10602).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to redetermination at the end of the shorter period.

XII. REPAYMENT AGREEMENT POLICY

A. Purpose and scope

This Policy is to address the requirements, standards and criteria to assure consistency when a Public Housing client is afforded the opportunity to enter into a Repayment Agreement with Public Housing. This Policy will be binding upon staff members of Public Housing when offers of agreements are made to clients relative to the repayment of debt incurred by the client's inability to pay expenses when due. Said expenses may include, but not limited to, past due rent, retroactive rent, client property damages, late charges and maintenance expense.

B. Procedures prior to making an offer

Prior to offering an Agreement, the Manager should make every effort to collect the debt in full. The Property Manager should review the clients past payment records and other file documents to determine the credit worthiness of the client. If the decision is made to offer a promissory note or repayment agreement, the Property Manager shall prepare the agreement form and have it signed by the Property Management Supervisor prior to the offer being made.

C. Term and monthly payment amount

The maximum term of any promissory note or repayment agreement shall be twelve (12) months. The agreement shall provide for equal monthly payments only. The minimum monthly payment amount shall be \$50.00.

Non-payment of monthly payments

In the event a client fails to make one or more monthly payments on the agreement, the client's eligibility shall be terminated with Public Housing, the tenant will be sent a 30-day Notice to Vacate and the total amount of the remaining balance shall be due and payable.

XIII. WRITE OFF OF UNCOLLECTABLE ACCOUNTS

It shall be the Policy of the Wichita Housing Authority (WHA) Public Housing Program to write off any account balances of former tenants subsequent to the move-out date of the tenant. The Property Management Supervisor shall submit, with the written approval of the Director of the WHA, a list of tenant accounts receivable to the WHA Systems Administrator to make the appropriate data adjustments relative to writing off tenant accounts receivable from the WHA operating computer system. Subsequent to the completion of the write off procedure, the appointed WHA accountant will be responsible to make adjusting entries to the City of Wichita's financial computer system's tenant accounts receivable balance to agree with the WHA operating computer system's tenant accounts receivable total balance.

Written off tenant's account receivables will then be turned over to a collections agency for possible future repayments and recoveries.

XIV. UNIT TRANSFER POLICY

It is the policy of Public Housing to permit residents to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the Public Housing. Public Housing will always consider transfer requests as a reasonable accommodation for a person with a disability. The transfer policy will be carried out in a manner that does not violate fair housing.

A. Transfers at the request of Public Housing – Public Housing may require that a family transfer to another unit at the same housing development or to another housing development site when their present housing unit is no longer suitable as determined by Public Housing. These transfers may be made at the discretion of Public Housing for the following reasons:

1. A family will be required to transfer to another unit if its composition no longer conforms to Public Housing's occupancy standards (i.e. the unit is too large or too small for the family size over one bedroom size). A family will be allowed to remain in a Public Housing unit as long as the family is only over or under-housed by one bedroom unit size to allow for temporary family size fluctuations, subject to occupancy standards found at V.A. Public Housing will offer the family the first available vacancy of appropriate size at the same housing development site. However, if circumstances, such as severe overcrowding exist, Public Housing may offer the family appropriate housing at another housing development.

2. Transfer due to accessible unit requirement - When a non-disabled family has been housed in a unit with adaptations for a person with disabilities, Public Housing may require the family to transfer to another unit if the accessible unit is needed for an eligible disabled family. Before placing a non-disabled family in a modified unit, the Public Housing must first offer the unit to disabled residents requiring a transfer to an accessible unit. Next, Public Housing will offer the modified unit to an eligible disabled applicant.

3. Special circumstances – Public Housing may require transfers under special circumstances due to modernization and/or remodeling of a unit. In such cases, a family may be required to temporarily transfer to another unit at the same housing development or to another housing development site or to temporarily relocate to a location agreed upon by the family and Public Housing.

4. Transfers due to uninhabitable conditions – Public Housing will require that a family transfer to another unit if their unit is determined to be uninhabitable and the condition was not the result of the resident's neglect or actions. Families residing in units where severe threats to health or safety exist will be transferred as soon as possible. If a unit becomes uninhabitable due to conditions caused by the resident, household members, pets, or guests, the situation will be addressed through the lease violation process and the resident shall not have the rights set forth above.

B. Transfers at the request of the resident

A resident shall have resided at their housing development site for a minimum of 24 months before being eligible to transfer. Each resident may not request more than one transfer every four years. (Exceptions to this standard will be made for medical situations.) Furthermore, Public Housing will consider, in approving transfer requests other than those for health and safety reasons, whether the resident is in good standing with Public Housing. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in Public Housing.

C. Transfer Request Procedure

Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the Housing Services office. The form will include the reason for the transfer and must include documentation verifying the reason for the transfer request. Within ten calendar days, the Property Management Supervisor will review the request for transfer and determine if additional documentation is needed to support the request. The Property Management Supervisor will determine if the resident is in good standing with Public Housing, has resided at the housing development for a minimum of 24 months and has not transferred from another site within the last four years. Once the resident has been determined to be “in good standing” Public Housing will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired; however, Public Housing will be mindful that a primary concern is to maintain a 97% occupancy rate. In the event of a vacancy problem, transfers will not be made with the exception of ADA requests. In all cases as outlined above there needs to be written assurances from the appropriate professional groups or government agencies that the conditions in which the client is requesting to be transferred does actually exist. If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

D Security deposits

Public Housing will charge the families for any damages to the previous unit that exceed that unit’s security deposit. If there is a balance left on the original security deposit, it will be applied to the new unit security deposit and the family must pay the balance due on the new unit security deposit at move in date. Any charges due prior to move out will be collected by Public Housing; move out charges will be posted to the new unit and will be collected. The balance of a security deposit paid on the old unit will be transferred from the first residence minus any damage or cleaning charges applicable to the old unit. The resident will be required to pay the balance due on the security deposit on the new unit at the time of move in so that the security deposit paid is in accordance Public Housing policy. The resident will be billed for any additional charges that exceed the security deposit at first residence, which occur as a result of the resident moving out of the unit.

E. Resident’s responsibility

Residents are responsible for all moving costs related to their transfer, except in cases where the transfer is at the request of Public Housing for the modernization or demolition of a unit. Upon approval of the transfer, residents must complete their move within three calendar days. The resident will be charged rent on both units until the keys from the old unit are turned in to Public Housing.

XV. PUBLIC HOUSING/SECTION 8 PROGRAM TRANSFER POLICY

A. Purpose and Scope

This Policy is to address the requirements, standards and criteria to assure a harmonious transition when a Wichita Housing Authority (WHA) client is afforded an opportunity to transfer between the Section 8 Program and the Public Housing Program. This Policy will be binding upon staff members of both Section 8 and Public Housing when housing offers are being made to applicants who are already housed in another WHA program.

B. Transfer eligibility

Clients currently housed in either the Section 8 or Public Housing programs for less than one year will not be eligible to transfer from one program to another. In the event that a housed client comes to the top of the list, their status will be held at the top of the relative waiting list until such time that the applicant formally requests a transfer with the management of the program in which the client is housed with at that time. Housed clients will not be automatically invited to a Briefing Session or Preoccupancy Meeting after the one-year period prior to a transfer request initiated by the housed client. Applicants will be informed of this Policy at each respective Briefing Session or Preoccupancy Meeting prior to being housed in either program and will be given the opportunity to make an informed decision of which program to pursue.

C. Procedures prior to making an offer

Prior to inviting an applicant who is currently housed in a WHA program, to attend a formal application session or Preoccupancy Meeting, the individual responsible for mailing the invitations will give at least seven (7) days notice to the Leasing Specialist or Property Manager whose client is being solicited by another program. This will allow the Leasing Specialist or Property Manager adequate time to inform the offering program staff of any appropriate background information that the Leasing Specialist or Property Manager may have to offer. The notice will also provide time for the Leasing Specialist or Property Manager to counsel with their client. The notice shall be made to the Leasing Specialist or Property Manager directly via e-mail. The name of the Leasing Specialist or Property Manager shall be obtained from the ECS housing eligibility module.

D. Uncollected balances owed

If a current or former tenant of either Public Housing or Section 8 has an outstanding repayment

agreement and is current on payments under the agreement, the outstanding debt will not prevent that family from receiving assistance under the other program. However, if after the lease agreement has been executed, the tenant fails to make payments as scheduled, the tenant assistance will be terminated. It will be the responsibility of the Public Housing Property Manager or Section 8 Leasing Specialist who initiated the repayment agreement to monitor repayments and notify the current Property Manager or Leasing Specialist should the payments fall behind. Any applicant who is a former Public Housing or Section 8 tenant and who owes funds except under a repayment agreement with payments current to either the Public Housing or Section 8 program will be denied assistance. Repayment agreements and monthly rental payments must have a history of timely payments during the most recent 6 months at payment levels specified in the agreements. In the event that there is an outstanding debt, and/or repayment agreement has less than 6 months history, the household will be removed from Section 8 Waitlist and may re-apply during future openings. Section 8 vouchers may be withdrawn at anytime prior to HAP signing if tenant violates Public Housing lease or notification requirements during transition to Section 8.

E. Thirty-day notice

All Public Housing clients are required to give notice in accordance with the Kansas Residential Landlord and Tenant Act prior to vacating a Public Housing unit. Rent will be charged against the client's security deposit if proper notice has not been given and damages in excess of normal wear will have to be paid prior to the actual transfer.

F. Client move out

The Housing Leasing Specialist or Property Manager doing the new lease-up will notify the Housing Leasing Specialist or Property Manager of the alternate program at least 7 days prior to the lease-up date in order to coordinate the move and to verify the latest status of the client with regard to background and any outstanding account balances. Staff members will follow the appropriate procedures for moving a client out of the ECS system. Staff members will notify the person responsible for the PIC submission that the move out is completed in the ECS system. Personnel responsible for the PIC submission shall notify the appropriate Housing Leasing Specialist or Property Manager when the PIC submission is complete. The Housing Leasing Specialist or Property Manager will notify the Housing Leasing Specialist or Property Manager of the alternate program that the move out process is complete by providing a copy of the end of participation 50058 form, and the move in process will then be completed in the new program.

XVI. UP-FRONT INCOME VERIFICATION POLICY

Public Housing will utilize up-front income (UIV) verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might become available. When HUD announces the availability of the UIV system or any future systems, additional UIV tools will be used, including a centralized computer matching system. Third party verification may

continue to be used to complement up-front income verification.

UIV may be used in lieu of third party verifications when there is not a substantial difference between UIV and tenant reported income. HUD defines substantial difference as \$200 or more per month.

If the income reflected on the UIV verification is less than that reflected on the tenant provided documentation, Public Housing will use tenant provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 90 days old.

If the income reflected on the UIV verification is greater than current tenant provided documentation, Public Housing will use UIV income data to calculate anticipated annual income as long as the difference is within the above mentioned \$200 threshold, unless the tenant provides documentation of a change in circumstances. The tenant supplied documents must not be more than 90 days old.

In cases where UIV data is substantially different than tenant reported income, Public Housing will utilize written third party verification to verify the information. When Public Housing cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours and suspected fraud, Public Housing will review historical income data for patterns of employment, paid benefits and receipt of other income to anticipate income. Public Housing will analyze all data and attempt to resolve any income discrepancy. The most current verified income data would be used to calculate anticipated annual income.

If Public Housing is unable to anticipate annual income using current information due to historical fluctuations in income, Public Housing may average amounts received/earned to anticipate annual income. If the tenant disputes UIV SS/SSI benefit data, Public Housing will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

XVII. COMMUNITY SERVICE POLICY

In accordance with Section 512 of the Quality Housing and Work Responsibility Act of 1998 and HUD regulations, non-exempt adults (age 18 and over) will be required to provide to the Public Housing Division written third party documentation that each adult resident of Public Housing contributed eight (8) hours per month of community service, participated in an economic self-sufficiency program for eight (8) hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program. This is also a requirement of the Public Housing Lease Agreement.

An exempt adult is an adult household member who:

- Is age 62 or older;
- Has a disability that prevents him/her from being gainfully employed;

- Is the caretaker of a disabled person for at least 15 hours per week;
- Is employed in a work activity for at least 15 hours per week; or
- Is participating in a welfare to work or self sufficiency program.

The resident's Property Manager must approve any exemption with proper documentation.

The definition of a work activity, as mentioned above, includes:

- Unsubsidized employment;
- Subsidized private-sector or public-sector employment;
- Work experience, including work associated with the refurbishing of publicly assisted housing if sufficient private-sector employment is not available;
- On-the-job training;
- Job-search and job-readiness assistance;
- Community service programs;
- Vocational educational training;
- Job-skills training directly related to employment;
- GED classes; or
- Satisfactory attendance in a secondary school or in a course of study leading to a certificate of general equivalence.

Community Service is volunteer work, which is being administered through the United Way of the Plains Volunteer Center. Service opportunities include, but are not limited to work with non-profit organizations such as Boy Scouts, Habitat for Humanity, Kansas African Museum, Kansas Foodbank, Mid-American All-Indian Center, Multiple Sclerosis Society, Salvation Army, United Methodist Urban Ministry, and Wichita Indochinese Center.

Public Housing staff shall verify participation in community service and self-sufficiency programs as a part of the annual recertification process. Noncompliant households will be notified of any noncompliance with the Community Service Requirement and the household's lease will terminate due to the nonrenewal of the annual lease term.

Appendix 1: Acceptable Forms of Verification

Factor to be Verified	ACCEPTABLE SOURCES	Verification Tips
Third Party	Documents Provided by Applicant	Self-Declaration
Written	Oral	
· Age.	· None required.	· None required.
· Military Discharge papers.	· Valid US passport.	· Birth Certificate.
· Security Administration Benefits printout	· Social Security Administration Benefits printout	· Social Security Administration Benefits printout
· Alimony or child support.	· Copy of separation or divorce agreement provided by ex-spouse or court indicating type of support, amount, and payment schedule.	· Written statement provided by ex-spouse or income source indicating all of above.
·	· If applicable, written statement from court/attorney that payments are not being received and anticipated date of resumption of payments.	· Telephone or in-person contact with ex-spouse or income source documented in file by the WHA.
·	· Copy of most recent check, recording date, amount, and check number.	· Recent original letters from the court.
·	· Notarized statement or affidavit signed by applicant indicating amount received.	· If applicable, notarized statement or affidavit from applicant indicating that payments are not being received and describing efforts to collect amounts due.
·	· Amounts awarded but not received can be excluded from annual income only when applicants have made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.	· Assets disposed of for less than fair market value.
·	· None required.	· None required.
·	· Certification signed by applicant that no member of family has disposed of assets for less than fair market value during preceding two years.	· If applicable, certification signed by the owner of the asset disposed of that shows:-
·	· Type of assets disposed of;-	· Date disposed of;-
·	· Amount received; and-	· Market value of asset at the time of disposition.
·	· Only count assets disposed of within a two-year period prior to examination or re-examination.	· Auxiliary apparatus.
·	· Written verification from source of costs and purpose of apparatus.	· Written certification from doctor or rehabilitation agency that use of apparatus is necessary to employment of any family member.
·	· In case where the disabled person is employed, statement from employer that apparatus is necessary for employment.	· Telephone or in-person contact with these sources documented in file by the WHA.
·	· Copies of receipts or evidence of periodic payments for apparatus.	· PH must determine if expense is to be considered medical or disability assistance.
·	· Care attendant for disabled family members.	· Written verification from attendant stating amount received, frequency of payments, hours of care.
·	· Written certification from doctor or rehabilitation agency that care is necessary to employment of family member.	· Telephone or in-person contact with source documented in file by the WHA.
·	· Copies of receipts or cancelled checks indicating payment amount and frequency.	· Notarized statement or signed affidavit attesting to amounts paid.
·	· PH must determine if this expense is to be considered medical or disability assistance.	· Child care expenses (including verification that a family member who has been relieved of child care is working, attending school, or looking for employment).
·	· Written	

verification from person who provides care indicating amount of payment, hours of care, names of children, frequency of payment, and whether or not care is necessary to employment or education. · Verification of employment as required under Employment Income. ·

Verification of student status (full or part-time) as required under Full-Time Student Status.

· Telephone or in-person contact with these sources (child care provider, employer, school) documented in file by the WHA. · Copies of receipts or cancelled checks

indicating payments. · For school attendance, school records, such as paid fee statements that show that the time and duration of school attendance reasonably corresponds to the period of child care. · For verification of “looking for work,” details of job search effort as

required by PH written policy. · Allowance provided only for care of children 12 and younger. · When same care provider takes care of children and disabled person, PH must

prorate expenses accordingly. · PH should keep in mind that costs may be higher in summer months and during holiday periods. · PH must determine which family member has been

enabled to work. · Care for employment and education must be prorated to compare to earnings. · Costs must be “reasonable.”

· Citizenship · Citizens must sign declaration certifying U.S. Citizenship. · PH may require applicants/residents to provide verification of citizenship.

· Current net family assets. · Verification forms*, letters or documents received from financial institutions, stock brokers, real estate agents, employers indicating the current value of the assets and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash. · *Direct third party bank verification forms required on bank deposits over \$5,000. Bank account statements will be acceptable for balances of \$5,000 and under. ·

Telephone or in-person contact with appropriate source, documented in file by the WHA. · Passbooks, checking, or savings account statements, certificates of deposit, property appraisals, stock or bond documents, or other financial statements completed by financial institution. ·

Copies of real estate tax statements, if tax authority uses approximate market value. ·

Quotes from attorneys, stockbrokers, bankers, and real estate agents that verify penalties and reasonable costs incurred to convert asset to cash. · Copies of real estate closing documents that indicate distribution of sales proceeds and settlement costs. · Notarized statement or

signed affidavit stating cash value of assets or verifying cash held at applicant’s home or in safe deposit box. · Use current balance in savings accounts and average monthly balance in

checking accounts for last 6 months. · Use cash value of all assets (the net amount the applicant would receive if the asset were converted to cash). · NOTE: This information can usually be obtained simultaneously when verifying income from assets and employment (e.g., value of pension).

· Disability status. · Verification from medical professional stating that individual qualifies under the definition of disability. · Telephone or in-person contact with

medical professional verifying qualification under the federal disability definition and documentation in the file of the conversation. · Not appropriate. ·

If a person receives Social Security Disability solely due to a drug or alcohol problem, the person is not considered disabled under housing law. A person that does not receive Social Security Disability may still qualify under the definition of a person with disabilities. · PH not seek to verify information about a person’s specific disability other than obtaining a professional’s opinion of qualification under the definition of a person with disabilities.

- Dividend income and savings account interest income. · Verification form completed by bank. · Telephone or in-person contact with appropriate party, documented in file by the WHA. · Copies of current statements, bank passbooks, certificates of deposit, if they show required information (i.e., current rate of interest). · Copies of Form 1099 from the financial institution, and verification of projected income for the next 12 months. · Broker's quarterly statements showing value of stocks/bonds and earnings credited to the applicant. · Not appropriate. · PH must obtain enough information to accurately project income over next 12 months. · Verify interest rate as well as asset value.
- Employment Income including tips, gratuities, overtime. · Verification form completed by employer. · TASS/SWICA up-front income verification via PIC system and signed by client. · Work Number · Telephone or in-person contact with employer, specifying amount to be paid per pay period and length of pay period. Document in file by the WHA. · W-2 Forms, if applicant has had same employer for at least two years and increases can be accurately projected. · Always verify: frequency of gross pay (i.e., hourly, biweekly, monthly, bimonthly); anticipated increases in pay and effective dates; overtime.
- Family composition. · None required. · None required. · Birth certificates. · Divorce actions. · Drivers' licenses. · Employer records. · Income tax returns. · Marriage certificates. · School records. · Social Security Administration records. · Social service agency records. · Support payment records. · Utility bills. · Veterans Administration (VA) records · PH may seek verification only if the owner has clear written policy.
- Family type. (Information verified only to determine eligibility for project, preferences, and allowances.) · Disability Status: statement from physician or other reliable source, if benefits documenting status are not received. See paragraph 3.25 B.1 for restrictions on this form of verification. · Displacement Status: Written statement or certificate of displacement by the appropriate governmental authority. · Telephone or in-person contact with source documented in file by the WHA. · Elderly Status (when there is reasonable doubt that applicant is at least 62): birth certificate, social security records, driver's license, census record, official record of birth or other authoritative document or receipt of SSI old age benefits or SS benefits. · Disabled, blind: evidence of receipt of SSI or Disability benefits. · Elderly Status: Applicant's signature on application is generally sufficient. · Unless the applicant receives income or benefits for which elderly or disabled status is a requirement, such status must be verified. · Status of disabled family members must be verified for entitlement to \$480 dependent deduction and disability assistance allowance. · PH may not ask the nature/extent of disability.
- Full-time student status (of family member 18 or older, excluding head, spouse, or foster children). · Verification from the Admissions or Registrar's Office or dean, counselor, advisor, etc., or from VA Office. · Telephone or in-person contact with these sources documented in file by the WHA. · School records, such as paid fee statements that show a sufficient number of credits to be considered a full-time student by the educational institution attended.
- Immigration Status. · Verification of eligible immigration status must be received from DHS through the DHS SAVE system or through secondary verification using DHS Form G-845. · None. · Applicant/resident must provide appropriate immigration

documents to initiate verification. · Noncitizens must sign declaration certifying the following: (h) Eligible immigration status; or(i) Decision not to claim eligible status. · PH must require noncitizens requesting assistance to provide verification of eligible immigration status.

· Income maintenance payments, benefits, income other than wages (i.e., welfare, Social Security [SS], Supplemental Security Income [SSI], Disability Income, Pensions). · Award or benefit notification letters prepared and signed by authorizing agency. · TASS/SWICA up-front verification via PIC system and signed by client · Telephone or in-person contact with income source, documented in file by the owner. · NOTE: For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party. · Current or recent check stubs with date, amount, and check number recorded by the owner. · Award letters or computer printout from court or public agency. · Copies of validated bank deposit slips, with identification by bank. · Most recent quarterly pension account statement. · Checks or automatic bank deposit slips may not provide gross amounts of benefits if applicant has deductions made for Medicare Insurance. ·

Pay stubs for the most recent four to six weeks should be obtained. · Copying of U.S. Treasury checks is not permitted. · Award letters/printouts from court or public agency may be out of date; telephone verification of letter/printout is recommended.

· Interest from sale of real property (e.g., contract for deed, installment sales contract, etc.) · Verification form completed by an accountant, attorney, real estate broker, the buyer, or a financial institution which has copies of the amortization schedule from which interest income for the next 12 months can be obtained. · Telephone or in-person contact with appropriate party, documented in file by the WHA. · Copy of the contract. · Copy of the amortization schedule, with sufficient information for the owner to determine the amount of interest to be earned during the next 12 months. · NOTE: Copy of a check paid by the buyer to the applicant is not acceptable. · Only the interest income is counted; the balance of the payment applied to the principal is merely a liquidation of the asset. · PH must get enough information to compute the actual interest income for the next 12 months.

· Medical expenses. · Verification by a doctor, hospital or clinic, dentist, pharmacist, etc., of estimated medical costs to be incurred or regular payments expected to be made on outstanding bills which are not covered by insurance. · Telephone or in-person contact with these sources, documented in file by the WHA. · Copies of cancelled checks that verify payments on outstanding medical bills that will continue for all or part of the next 12 months. · Copies of income tax forms (Schedule A, IRS Form 1040) that itemize medical expenses, when the expenses are not expected to change over the next 12 months. · Receipts, cancelled checks, pay stubs, which indicate health insurance premium costs, or payments to a resident attendant. · Receipts or ticket stubs that verify transportation expenses directly related to medical expenses. · Notarized statement or signed affidavit of transportation expenses directly related to medical treatment, if there is no other source of verification. · Medical expenses are not allowable as deduction unless applicant is an elderly or disabled family. Status must be verified.

· Need for an assistive animal. · Letter from medical provider.

· Net Income for a business. · Not applicable. · Not applicable.

· Form 1040 with Schedule C, E, or F. · Financial Statement(s) of the business (audited or unaudited) including an accountant's calculation of straight-line

depreciation expense if accelerated depreciation was used on the tax return or financial statement. Any loan application listing income derived from business during the preceding 12 months. For rental property, copies of recent rent checks, lease and receipts for expenses, or IRS Schedule E.

Recurring contributions and gifts. Notarized statement or affidavit signed by the person providing the assistance giving the purpose, dates, and value of gifts. Telephone or in-person contact with source documented in file by the WHA. Not applicable. Notarized statement or affidavit signed by applicant stating purpose, dates, and value of gifts. Sporadic contributions and gifts are not counted as income. Self-employment, tips, gratuities, etc. None available. None available. Form 1040/1040A showing amount earned and employment period. Notarized statement or affidavit signed by applicant showing amount earned and pay period. Social security number. None required. None required. Original Social Security card (preferred). Driver's license with SSN. Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union. Earnings statements on payroll stubs. Bank statement. Form 1099. Benefit award letter. Retirement benefit letter. Life insurance policy. Court records.

Certification that document is complete/accurate unless original Social Security card is provided. Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 will be able to disclose their social security numbers but unable to supply cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to DHS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from the DHS indicating that social security numbers have been assigned.

Unborn children. None required. None required. None required. Applicant/tenant self-certifies to pregnancy. PH may not verify further than self-certification.

Unemployment compensation. Verification form completed by source. Telephone or in-person contact with agency documented in a file by an WHA. Copies of checks or records from agency provided by applicant stating payment amounts and dates. Benefit notification letter signed by authorizing agency. Frequency of payments and expected length of benefit term must be verified. Income not expected to last full 12 months must be calculated based on 12 months and interim recertification completed when benefits stop.

Welfare payments (as-paid states only). Verification form completed by welfare department indicating maximum amount family may receive. Maximum shelter schedule by household size with ratable reduction schedule. Telephone or in-person contact with income source, documented in file by the WHA. Maximum shelter allowance schedule with ratable reduction schedule provided by applicant. Not appropriate. Actual welfare benefit amount not sufficient as proof of income in "as-paid" states or localities since income is defined as maximum shelter amount.

Zero Income. Not applicable. Not applicable. Not applicable. Applicant/Tenant self-certifies to zero income. PH may require applicant/tenant to sign verification release of information forms for state, local, and federal benefits programs, as well as the HUD 9887 and HUD 9887-A. PH may require the

tenant to reverify zero income periodically

GLOSSARY OF TERMS

ACC RESERVE ACCOUNT – the account established and in accordance with HUD regulations. It is the amount left in the Annual Contributions Contract that was not used.

ADJUSTED INCOME – same as Income after Allowances. Income, which remains after exclusion of such amounts or type of income as the Secretary, may prescribe. After October 1, 1994, the definition will be Annual Income less:

- a. \$480 for each dependent,
- b. \$400 for any Elderly family,
- c. Medical expenses in excess of three percent (3%) of Annual Income for any Elderly family,
- d. Handicapped Assistance Expense, or
- e. Child Care expenses.

ALLOWANCE FOR UTILITIES AND OTHER SERVICES (“ALLOWANCE”) – an amount determined by the WHA as an allowance for the cost of utilities (except telephone) and charges for other services payable directly by the family.

ANNUAL CONTRIBUTIONS CONTRACT – a written agreement between HUD and a PHA to provide annual contributions to the PHA to cover the cost of the bonds issued to finance the construction of public housing program(s).

ANNUAL INCOME – the anticipated total annual income, before deductions, of an eligible family from all sources for the 12 month periods following the date of determination of income

including all net income derived from assets. The annual income shall include the greater of the actual (real) income derived from all net family assets or a percentage of the value of such assets based on the current passbook saving rate (imputed income) as determined by HUD.

ANNUAL INCOME AFTER ALLOWANCES – same as Adjusted Income.

ASSETS – the value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. (The value of necessary items of personal property such as furniture and automobiles is not to be considered as an asset).

CHILD CARE EXPENSES – amounts anticipated to be paid by the family for the care of children 13 years of age during the period of which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

CONTRACT RENT – means the rent charged a tenant for the use of a dwelling accommodation and equipment (such as ranges and refrigerators, but not furniture), services and reasonable amounts of utilities determined in accordance with the PHA's schedule of allowances for utilities supplied by the project. Contract rent does not include charges for utility consumption, or other miscellaneous charges.

DEPENDENT – a member of the Family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student.

DISABLED PERSON – a person under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 of the Development Disabilities Services Facilities construction Amendments of 1970 (442 U.S.C. 2691(1)).

DISPLACED PERSON – a person displaced by governmental action or a person whose dwelling unit was extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

ELDERLY FAMILY – a family whose head or spouse (or sole member) is a person who is an Elderly, Disabled, or Handicapped Person. It may include two or more Elderly, Disabled or Handicapped Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

ELDERLY PERSON – a person who is at least 62 years of age.

ELIGIBILITY INCOME – the tenant's annual income which is below the Income Limits issued by HUD annually. For assets, income included the higher of (1) actual income from assets, (2) if Net Family Assets exceed \$5,000, passbook rate, as established by HUD.

EVICTION – this means the dispossession of the tenant from the leased unit as a result of the termination of the lease prior to the end of a term, for serious or repeated violation of material terms of the lease, such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, State, or Local laws; or for other good cause.

EXCESS MEDICAL EXPENSES – any medical expenses incurred by Elderly families in excess of three percent of Annual Income, which are not reimbursable from any other source.

FAMILY – family includes, but is not limited to, an Elderly Family or Single Person as defined in 24 CFR Part 912.1, the remaining member(s) of a tenant family, and a Displaced Person.

FOSTER CHILDCARE PAYMENT – payment to eligible households by state, local or private agencies.

FULL-TIME STUDENT – a person, other than the head of household or spouse, who:

- a. is attending a recognized high school on a full-time basis;
- b. is carrying twelve (12) semester hours (nine (9) semester hours in the case of a graduate student) at one of the local colleges, universities or institutes recognized by the Veteran's Administration as education institutions acceptable in applying the standards of the GI Bill; or
- c. is enrolled in and attending for a total number of required clock hours per week, one of the local institutions, trade, business schools or hospitals recognized by the Veteran's Administration as educational institutions.

GROSS RENT – see definition under Total Tenant Payment.

HANDICAPPED ASSISTANCE EXPENSES – reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HANDICAPPED PERSON – a person having a physical or mental impairment that (a) is expected to be of a long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is such a nature that such ability could be improved by more suitable housing conditions.

HUD – the Department of Housing and Urban Development or its designee.

INCOME – income from all sources of each member of the household as determined in accordance with criteria established by HUD, as defined in Section X.A. of this policy.

INCOME FOR ELIGIBILITY – the anticipated total annual income of a family for the twelve (12) month period following the date of determination of income, computed in accordance with 24 CFR 913.106.

LEASE – a written agreement between a PHA and a family eligible for Public Housing for the leasing of an existing housing unit which agreement is in compliance with the provision of 24 CFR Part 966.

LOWER INCOME FAMILIES – a family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than eighty percent (80%) of the median income for the area on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MEDICAL EXPENSES – those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of live-in-resident assistance and transportation expenses directly related to medical treatment.

MINOR – see definition under Dependent.

MONTHLY ADJUSTED INCOME – one twelfth of Annual Adjusted Income.

MONTHLY INCOME – one twelfth of gross Annual Income.

NEAR ELDERLY PERSON – a person who is at least fifty (50) years of age, but under the age of sixty-two (62) years of age.

NEGATIVE RENT PAYMENT – now called utility reimbursement.

NET FAMILY ASSETS – value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

In cases where a trust fund was established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual Income under 24 CFR 913.106.

In determining the Net Family Assets, PHAs and Owners shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore.

LIVE-IN-AIDE – a person who resides with an Elderly, Disabled or Handicapped person or persons, and is (1) determined to be essential to their care and well-being, (2) is not obligated for

the support of the person, and (3) is not eligible to the remaining member of the family.

PUBLIC HOUSING AGENCY (PHA) – any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or to assist in the development or operation of housing for lower income families, as used in 24 CFR Part 913, PHA includes an Indian Housing Agency.

RECERTIFICATION – sometimes called re-examination. The process of securing documentation to show that tenants meet the eligibility requirements for continued federal assistance.

REMAINING MEMBER OF THE TENANT FAMILY – person(s) left in assisted unit who may or may not normally qualify for assistance under his/her own circumstances (e.g., widow age 47, not disabled or handicapped).

SECRETARY – the Secretary of Housing and Urban Development (HUD).

SECURITY DEPOSIT(S) – an amount deposited with the PHA, set by PHA policy, which cannot exceed the Family's Total Tenant Rent or such reasonable fixed amount as determined by the PHA and approved by HUD.

TENANT RENT – the amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost hereof is not included in the amount paid as rent. Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT – the monthly amount calculated under 24 CFR 913.107. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

UTILITY ALLOWANCE – if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD under 24 CFR Part 965, 880 of the monthly costs of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

VERY-LOW INCOME FAMILY – a lower Income Family who's Annual Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD

WELFARE ASSISTANCE – welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

NOTE: Citizenship/Alien Status: Deferred pending final regulations.

GRIEVANCE PROCEDURE OF THE CITY OF WICHITA HOUSING AUTHORITY PUBLIC HOUSING

I. PURPOSE AND SCOPE

To set forth the requirements, standards and criteria to assure that a tenant is afforded an opportunity for a hearing if the resident disputes within a reasonable time any Housing action, or failure to act, involving the resident's lease with the Wichita Housing Authority or Wichita Housing Authority regulations; which adversely affect the individual resident's rights, duties, welfare or status.

This grievance procedure is incorporated into the lease by reference thereto, and is, therefore, binding upon both the resident and the Wichita Housing Authority.

The Wichita Housing Authority shall provide at least thirty (30) days notice to residents and the residents organization setting forth proposed changes in the Wichita Housing Authority grievance procedure, and providing an opportunity to present written comments. Comments shall be considered by the Wichita Housing Authority before adoption of any grievance procedure changes by the Wichita Housing Authority.

The Wichita Housing Authority shall furnish a copy of the grievance procedures to each resident and to the resident organization.

II. APPLICABILITY

This grievance procedure is applicable to all individual grievances between the resident and the Wichita Housing Authority, as defined herein.

It is not applicable to:

- (a) Disputes between residents not involving the Wichita Housing Authority;
- (b) Class grievances;
- (c) Desires of residents to initiate or negotiate policy changes between a group or groups of residents and the Wichita Housing Authority, or
- (d) Any grievance concerning an eviction or termination of tenancy based upon;

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Wichita Housing Authority's premises for other residents or employees of the Wichita Housing Authority.

2. Any drug-related criminal activity on or near Wichita Housing Authority property.

III. DEFINITIONS

(a) "GRIEVANCE" shall mean any dispute which a resident may have with respect to Wichita Housing Authority action or failure to act in accordance with the individual resident's lease, or Wichita Housing Authority regulations which adversely affect resident's rights, welfare or status.

(b) "COMPLAINANT" shall mean any tenant whose grievance is presented to the Wichita Housing Authority.

(c) "ELEMENTS OF DUE PROCESS" shall mean an eviction or termination of tenancy in a state or local court in which the following procedural safeguards are required.

(1) Thirty (30) days notice to the resident of the grounds for termination of the tenancy and for eviction; such notice to be effective on the date received by the resident and ending thirty (30) days from such date.

(2) Right of the resident to be represented by counsel.

(3) Opportunity for the resident to refute the evidence presented by the Wichita Housing Authority, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defenses which the resident may have.

(d) "HEARING OFFICER" shall mean person selected, in accordance with the provisions herein provided, to hear grievances and render a decision thereto.

(e) "RESIDENT" shall mean the adult or persons (other than live-in-aides);

(1) Who resides in the unit, and who executed the lease with the Wichita Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the dwelling unit;

(2) Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit.

(f) "RESIDENT ORGANIZATION" includes a resident management corporation.

IV. INFORMAL SETTLEMENT OF GRIEVANCE IN A PRIVATE CONFERENCE

Any grievance shall be presented by the resident within five (5) days either orally or in writing, to the office of the Wichita Housing Authority so that the grievance may be discussed informally in an attempt to settle without a hearing. A summary of such decision shall be prepared within two working days. One copy shall be given to the resident and one copy shall be retained in the Wichita Housing Authority resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing, under this procedure, may be obtained if the complainant is not satisfied.

V. PROCEDURES TO OBTAIN A FORMAL HEARING

The complainant shall submit a written request for a formal hearing to the Property Management Supervisor at the office of the Wichita Housing Authority within five (5) days after receipt of the summary of the Private Conference. The written request shall specify the reasons for the grievance and the action or relief sought.

IV. SELECTION OF HEARING OFFICER

A hearing officer shall be an impartial, disinterested person selected by the Wichita Housing Authority, other than the person who made or approved the Wichita Housing Authority action under review or subordinate of such person.

VII. FAILURE TO REQUEST A HEARING

If the complainant does not request a hearing in accordance with the procedures contained herein, the disposition made of the grievance by the Wichita Housing Authority is final; except, that failure to request a hearing does not constitute a waiver by the complainant of the right to contest such action in an appropriate judicial proceeding.

VIII. HEARING PREREQUISITE

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in SECTION IV above; except, that if complainant shows good cause for failure to comply with said SECTION IV the provisions of this section may be waived by the hearing officer.

IX. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the

lease which the Wichita Housing Authority claims is due, the complainant shall pay to the management office an amount equal to the amount of the rent claimed due and payable as of the first of the month proceeding the month in which the act or failure to act took place.

Complainant thereafter shall deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

Provision for payment of rent, as above, may be waived by the Wichita Housing Authority in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of procedures; except, that such failure of termination of procedures shall not constitute a waiver of any right of the complainant to contest the Wichita Housing Authority's disposition of the grievance in any appropriate judicial proceeding.

X. SCHEDULING OF HEARINGS

Upon complainant's compliance with all the grievance procedures, or upon formal waiver by the Wichita Housing Authority of any of the requirements hereof, which as stated herein may be waived, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the complainant and the Wichita Housing Authority.

A written notification specifying the time, place, and the proceedings governing the hearing shall be delivered by first class mail or the appropriate Wichita Housing Authority official.

XI. EXCLUSIONS FROM GRIEVANCE PROCEDURE

The Wichita Housing Authority does exclude from this grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

(a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Wichita Housing Authority's premises for other residents or employees of the Wichita Housing Authority.

(b) Any drug-related criminal activity on or near such premises.

XII. PROCEDURES GOVERNING THE HEARING

The hearing shall be held before the hearing officer. The complainant shall be afforded a fair hearing providing the basic safeguards of due process including:

(a) The opportunity before the hearing, to examine, and at the expense of the complainants, to copy all documents, records, and regulations, that are directly relevant to the hearing. Any document not made available after request therefore by the complainant may not be relied upon by the Wichita Housing Authority at grievance hearing;

(b) The right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf;

- (c) The right to a private hearing unless the complainant request a public hearing;
- (d) The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied upon by the Wichita Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Wichita Housing Authority or project management relies; and
- (e) A decision based solely and exclusively upon the facts presented at the grievance hearing.

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another hearing or proceeding.

If the complainant or the Wichita Housing Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) working days or to make a determination that the party waived his/her right to a hearing. Both the complainant and the Wichita Housing Authority shall not be notified of the determination by the hearing officer provided, that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Wichita Housing Authority disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Wichita Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complainant is directed.

The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the Wichita Housing Authority, complainant, counsel and other participant to conduct themselves in an orderly fashion. Failure to comply with the directions of hearing officer to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party granting or denial of relief sought, as appropriate.

The complainant or the Wichita Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The Wichita Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include, but are not limited to: qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the resident which is required under these procedures shall be in an accessible format, designed to give actual notice.

XIII. DECISION OF THE HEARING OFFICER

The hearing officer shall prepare a written decision, together with the reasons therefore, within ten days after the hearing. A copy of the decision shall be sent to the complainant and the Wichita Housing Authority. The Wichita Housing Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted, shall be maintained on file by the Wichita Housing Authority and made available for inspection by a prospective complainant, his/her representative, or hearing officer.

The decision of the hearing officer shall be binding on the Wichita Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Wichita Board of Housing Commission determines within a reasonable time, and promptly notifies the complainant of its determination that:

- (a) The grievance does not concern Wichita Housing Authority action or failure to act in accordance with or involving the complainant's lease or Wichita Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status; or
- (b) The decision of the hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contribution Contract between HUD and the Wichita Housing Authority.

A decision of the hearing officer or the Wichita Board of Housing Commissioners in favor of the Wichita Housing Authority or which denies the relief requested by the complainant in whole or part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in this matter.

OPERATION AND MANAGEMENT

The City of Wichita Housing Authority (WHA) owns and manages 575 residential units. 226 units are located in four elderly designated complexes. 349 residential units are single-family dwellings located in various areas of the City of Wichita. It is estimated that 100 units will become available annually for the housing of low-income applicants.

During the early 1990's the WHA had all dwellings tested for lead-based paint and all identified lead-based paint issues were abated with modernization funds. Upon leasing of a unit, tenants are provided with a copy of the booklet Protect Your Family from Lead in Your Home. All maintenance and modernization projects are performed in accordance with 24 CFR 35 and updates.

The WHA's conditions, rules and regulations of occupancy are maintained and made available for review at the Property Management Office located at 332 N. Riverview, Wichita, Kansas. The WHA Lease Agreement contains the conditions, rules and regulations of occupancy.

It is the policy of the WHA to ensure that all residential units will be maintained in accordance to the highest Uniform Physical Condition Standards possible. The WHA staff will aggressively address maintenance emergencies and take corrective action within 24 hours of notification. With the use of on call maintenance staff, the WHA will respond to evening, holiday and weekend emergencies. Additionally the WHA will address minor physical needs by responding to work orders on a daily basis.

The WHA will continue to rehabilitate vacant units with its maintenance staff. Additionally, the WHA will use the support of independent contractors in the event move-outs exceed the ability of WHA staff to make units ready for rent. Units will be rehabilitated using Uniform Physical Condition Standards. The WHA will continue to upgrade and modernize units with the Capital Fund Program. The WHA will consider Energy Star when purchasing products or appliances since more efficient equipment pays for itself with energy savings and it offers an opportunity a for the PHA to reduce operating costs.

It is also the policy of the WHA to contract with vendors to perform the necessary actions in accordance with the WHA preventive maintenance program. Preventive maintenance ensures that minor physical needs will be periodically corrected to avoid maintenance emergencies.

It is the policy of the WHA to perform mandatory pest control inspections semi-annually at Greenway and McLean Manor and annually at Bernice Hutcherson and Rosa Gragg apartment complexes. The WHA provides treatment as identified at no expense to the tenants when the annual pest inspection confirms the need. The elderly tenants, at their expense, may request monthly inspections and/or treatments from the WHA vendor at a reduced cost. Single-family dwellings are inspected by WHA Property Managers for pests annually. In the event that a pest infestation is evident and the tenant does not remedy the situation, Property Managers may order treatment at the tenant's expense. The tenant, on a monthly basis, may obtain treatment at a reduced rate from the WHA vendor. The vendor's treatment will take under consideration all tenant health situations prior to treatment.

OWNERSHIP OF PETS

Elderly Apartments

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its elderly apartment complexes.

1. DEPOSIT

Deposit will increase an additional amount that will be 50% of the security deposit or the tenant's rent whichever is greater. (However, this deposit cannot exceed \$300.00 and can be gradually accumulated.) The security deposit is fully refundable, if there are no pet damages. Disabled persons, with assist animals, are exempt from the deposit requirement.

2. RENT

Rent will remain as calculated by HUD regulations regardless whether the tenant keeps an authorized pet.

3. HOUSE RULES

A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.

B. Pets are not allowed in the community rooms, kitchen, dining room or laundry facilities, except those assisting the disabled.

C. Cats and dogs must always be controlled on a leash except when in the owner's apartment. The pet must be leashed to the owner or a designated adult. The leash shall not exceed six feet in length.

D. No more than one pet shall be allowed in the elevator at any one time.

E. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.

F. All litter (paper, kitty litter, etc.) must be placed in plastic bags, sealed and placed in trash containers located on each floor or the outdoor trash container.

G. A designated area shall be used when walking pets outdoors and litter cleaned up by the tenant. The Property Manager for each elderly complex will designate the area.

H. If the owner fails to remove pet waste from the designated area, there will be a separate waste removed charge of \$5.00 per occurrence billed to the tenant.

I. A walk-through housing inspection may be done monthly by the Property Manager to insure the tenants are adhering to the pet policy.

J. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.

K. If the pet bites another tenant or anyone in the building or on the grounds of said housing complex, the owner must remove the pet permanently from the complex.

L. Pet owners must have pets spayed or neutered and provide said certification.

M. The owner(s) are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or Housing Authority personnel will result in the owner being required to permanently remove the pet.

N. Any insect infestation exterminations due to a pet in the pet owner's unit and/or other adjacent units will be the financial responsibility of the pet owner and charged to their account.

O. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The Housing Authority accepts no responsibility for pets so removed.

P. Pet owners shall take adequate precautions to eliminate any pet odor within the apartment and to maintain the apartment in a sanitary condition at all times.

4. PET TYPES, BREEDS, AND LIMITATIONS

A. Pets shall be limited to "common household pets," the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home for pleasure rather than commercial purposes. Of the common household pets listed, the deposit shall apply to dogs and cats only.

B. Limit of one (1) pet per apartment, with the exception of birds and fish for which the WHA can place reasonable limitation.

C. Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pinscher or any mix thereof.

D. Aquariums shall be no larger than 10 gallons.

E. Dogs and Cats – all would apply at maturity, not puppy or kitten stage.

(1) 18" or less in height, 30 pound weight limit.

(2) All cats must be declawed.

F. Birds

- (1) Limit of two (2) birds per cage.
- (2) No uncaged pole birds.

G. No pets will be allowed that are housed outside on a leash or in a pen.

5. VIOLATION OF PET POLICY

A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.

B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.

C. If a resolution of the violation is unable to be reached at the meeting, or if the WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice requiring removal of the pet. This notice will include the rule(s) that were violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedure to terminate the tenant.

D. Violation of the Pet Policy of the WHA is a violation of the WHA Dwelling Lease Agreement and will constitute grounds for the termination of the lease pursuant to the Dwelling Lease Agreement.

E. The provisions of this Pet Policy are hereby incorporated as a part of the Dwelling Lease Agreement.

6. ADDITIONAL COMMENTS

A. An applicant may reject a unit offered by the WHA if said unit is close in proximity to one where an existing tenant owns a pet. This rejection will not adversely affect the applicant's position on the waiting list or qualification for any tenant selection preference. The WHA does not have to provide alternate dwelling units to existing or prospective tenants.

B. The WHA shall contact the listed responsible parties if the death or incapacity of the owner threatens the health and safety of the pet. The WHA also can contact appropriate state and local

authorities or remove the pet and place it in a facility for care and shelter not to exceed thirty (30) days, at the tenant's expense.

C. The WHA must serve notice of the rules regarding the Pet Policy during the tenant consultation period or within sixty (60) days of the effective date. The notice shall state that the WHA will be required to provide tenants a copy of any pet rule developed only upon the tenant's request. Each prospective tenant shall be advised of the right to request copies of the pet rules. The notice must be posted in various areas of the project containing the texts of the proposed rules and a statement that the tenants may submit written comments no later than thirty (30) days from the effective date.

7. LIABILITY

The Wichita Housing Authority, the City of Wichita and their representatives will not be held responsible for any accident or injury involving tenants or visitors to the buildings as a result of allowing pets in the projects.

8. SERVICE OR ASSISTANCE ANIMALS

WHA tenants with disabilities are permitted to have assistance animals if such animals are necessary as a reasonable accommodation for the tenant's disabilities. Tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in writing, and in accordance with the WHA's reasonable accommodation policy. The WHA will require the following documentation to qualify an animal as an assistance animal:

A. The tenant or prospective tenant certifies in writing that the tenant or prospective tenant or a member of his or her family is a person with a disability as defined under the Americans With Disabilities Act, and this certification shall be subject to independent evaluation and confirmation by the WHA's designated third party evaluator at the WHA's expense;

B. The animal has been trained to assist persons with that specific disability; and

C. The animal actually assists the person with a disability to accomplish one or more major life activities.

Assistance animals will not be subject to the requirements 24 CFR Part 5.303, and also the following provisions of the WHA Pet Policy, regardless of whether an animal resides with a WHA tenant or is with a visitor: Section 1, Section 3A, Section 3B, Section 4C and Section 4E. These exclusions for assistance animals apply only if the animal has been qualified by the WHA as an assistance animal when the animal resides with a tenant, or if the animal is with a visitor, upon production of an identification card or written certification that the animal is trained to assist the person with the person's specific disability, and as set forth in Kansas Statutes

Annotated 39-1111(a) and amendments thereto.

8/15/06

OWNERSHIP OF PETS Single Family Dwellings

The City of Wichita Housing Authority (WHA) will enforce the below Pet Policy in its single family dwelling developments.

1. DEPOSIT

A pet deposit is required for dogs and/or cats kept on the premises of WHA residential units. Deposits for dogs or cats will be \$150.00 for the first animal and \$100.00 for the second animal. No more than two animals are allowed per residential unit. The pet deposit will be refunded within thirty (30) days of the tenant's exit of the residential unit if there are no pet damages. The pet deposit is in addition to the regular security deposit. Disabled persons, with assist animals, are exempt from the deposit requirement.

2. HOUSE RULES

A. A WHA tenant shall only keep an authorized pet and is not allowed to keep another person's pet. No pet will be allowed temporarily on the premises with the exception of those assisting the disabled.

B. All City and County required shots and licenses must be current and certified by a practicing veterinarian. An annual registration update will be required at the owner's annual recertification.

C. Owner must provide written notification to the WHA of who will be responsible for their pet during hospitalization or vacations. This information must include the name, address, and phone number of two (2) responsible parties and is to be given at the time the pet is acquired and updated at the owner's annual recertification. Failure to supply complete information is basis for the WHA to refuse to register the pet.

D. Pet owners are required to comply with all ordinances of the City of Wichita relating to the care and control of animals.

E. Any pet that bites any person must be removed permanently from WHA property.

F. The owners are responsible for controlling pet noise and pet odor. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantiated written complaints by neighbors or WHA staff will result in the owner being required to permanently remove the pet.

G. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The WHA accepts no responsibility for pets so removed.

3. PET TYPES, BREEDS, AND LIMITATIONS

Pets shall be limited to “common household pets,” the definition being a domesticated animal, such as a dog, cat, bird, rodent, fish or turtle, traditionally kept in the home for pleasure rather than commercial purposes. Of the common household pets listed, the pet deposit shall apply to dogs and cats only.

Breeds not allowed are Rottweiler, Pit Bull, German Shepherd, Chow, Doberman Pinscher or any mix thereof.

A. Dogs at maturity – 30-inch height and 80-pound weight maximum limits.

B. Cats – 18-inch height and 25-pound weight maximum limits.

C. Birds -

(1) Limit of two (2) birds per cage.

(2) No uncaged pole birds.

4. VIOLATION OF PET RULES

A. If the owner is in violation of the Pet Policy, the WHA shall serve written notice of it. The notice will include a statement of the rule(s) allegedly violated, and advise the tenant they have fourteen (14) days from the receipt of said notice to correct the violation or request a meeting. A statement will further be included that failure to correct the violation or request a meeting, or failure to attend a requested meeting may result in initiation of procedures to terminate the tenancy.

B. If the owner requests a meeting, the WHA will establish a mutually agreeable time and place no later than ten (10) days from the receipt of said notice by owner. Upon written request, additional time may be permitted for the owner to correct the violation.

C. If a resolution of the violation is unable to be reached at the meeting, or if WHA determines the pet owner has failed to correct the violation, then the WHA may serve written notice

requiring removal of the pet. This notice will include the pet rules(s) that have been violated, a statement that the pet owner must remove the pet within fourteen (14) days from the service of said notice, and a statement that failure to remove the pet may result in initiation of procedures to terminate the tenancy.

D. Violation of the Pet Policy of the WHA is a violation of the WHA Dwelling Lease Agreement and will constitute grounds for the termination of the lease pursuant to the Dwelling Lease Agreement.

E. The provisions of this Pet Policy are hereby incorporated as a part of the Dwelling Lease Agreement.

5. LIABILITY

The Wichita Housing Authority, the City of Wichita and their representatives will not be held responsible for any accident or injury involving tenants or visitors to a dwelling unit as a result of allowing pets in the projects.

6. SERVICE OR ASSISTANCE ANIMALS

WHA tenants with disabilities are permitted to have assistance animals if such animals are necessary as a reasonable accommodation for the tenant's disabilities. Tenants or potential tenants who need an assistance animal as a reasonable accommodation must request the accommodation in writing, and in accordance with the WHA's reasonable accommodation policy. The WHA will require the following documentation to qualify an animal as an assistance animal:

A. The tenant or prospective tenant certifies in writing that the tenant or prospective tenant or a member of his or her family is a person with a disability as defined under the Americans With Disabilities Act, and this certification shall be subject to independent evaluation and confirmation by the WHA's designated third party evaluator at the WHA's expense;

B. The animal has been trained to assist persons with that specific disability; and

C. The animal actually assists the person with a disability to accomplish one or more major life activities.

Assistance animals will not be subject to the requirements 24 CFR Part 5.303, and also the following provisions of the WHA Pet Policy, regardless of whether an animal resides with a WHA tenant or is with a visitor: Section 1, Section 3A, Section 3B, Section 4C and Section 4E. These exclusions for assistance animals apply only if the animal has been qualified by the WHA as an assistance animal when the animal resides with a tenant, or if the animal is with a visitor, upon production of an identification card or written certification that the animal is trained to assist the person with the person's specific disability, and as set forth in Kansas Statutes

Annotated 39-1111(a) and amendments thereto.

8/15/06

IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENTS

In accordance with Section 512 of the Quality Housing and Work Responsibility Act of 1998 and HUD regulations, non-exempt households will be required to provide to the Wichita Housing Authority written third party documentation that each adult resident of Public Housing contributed eight (8) hours per month of community service, participated in an economic self-sufficiency program for eight (8) hours per month or eight (8) hours per month of combined activities of community service and participation in a self-sufficiency program.

Wichita Housing Authority staff members shall verify participation in community service and self-sufficiency programs. The Wichita Housing Authority prior to the resident's participation shall approve community service and self-sufficiency programs. For the purposes of the community service requirement, work activities are defined in Section 407(d) of the Social Security Act [42 U.S.C. 607(d)]. An exempt work activity shall not include employment less than an average of fifteen hours (15) per week for each monthly period.

Written notification of the Community Service Requirement was given to all residents who were not elderly or disabled on July 1, 2000. The Community Service Program was implemented in January of 2001. The Wichita Housing Authority contracted with the United Way Volunteer Center to administer the Program. Actions under the Program were suspended on December 19, 2001, due to the 2002 appropriations act, which did not allow for the funding of the program.

June 20, 2003, the Public and Indian Housing Notice 2003-17 was issued and reinstated the program mandate once again. The Wichita Housing Authority has implemented the Program once again with the United Way Volunteer Center coordinating the community service assignments and tracking with over 60 non-profit agencies in Wichita.

5-YEAR PLAN PROGRESS

The City of Wichita Housing Authority has made major improvements to meet its Mission and 5-Year Goals in the past year. Public Housing has continued to promote self-sufficiency with the Resident Opportunity and Self-Sufficiency Program, which continues to provide supportive services to increase independence for the elderly and the disabled at Greenway and McLean Manor, Rosa Gragg and Bernice Hutcherson. Staff has developed and submitted an application for the 2006 ROSS Grant in the amount of \$240,000. Of the total Public Housing Program

family member population (1495), 11% are age 62 and older and 21% are disabled.

Public Housing is enforcing the Community Service and Self-Sufficiency requirement. Currently, 48 residents are contributing community service hours at many of the 60 non-profit organizations in Wichita that Public Housing has partnered with through the United Way of the Plains. Household members, age 18 or younger, represent 57% of the total Public Housing population. Employed adults represent 12% of the population.

With the use of Public Housing's Capital Fund Grant, numerous single-family dwellings have been rehabilitated and/or made accessible to residents requiring ADA 504 accommodations. The Greenway Manor public restrooms were rehabilitated and made ADA compliant in early 2006. The Bernice Hutcherson complex received a complete window replacement of the 18 apartment units in 2006. The single-family units in the KS004004 development have now received new sidewalks, fencing and storage sheds. Public Housing is reducing many 5 and 6-bedroom homes to 3 and 4-bedroom homes to keep pace with the decline of large family sizes in the low-income population in Wichita.

In 2005, the Wichita Housing Authority, Section 8 office was selected as one of twenty FSS Programs to participate in a five-year nation-wide study of FSS participants. The FSS program continues to meet the mandatory slots of 155 participants involved with the program and 65% are earning escrow. The year of 2006 ended with celebrating the accomplishments of 80 graduates of the FSS program since its inception in 1992. Successful completion of the FSS program occurs when a family has fulfilled all of its responsibilities under the FSS contract or 30% of the family's monthly-adjusted income equals or is greater than the Fair Market Rent amount for the unit size for which the family qualifies.

In 2006, the Section 8 office received an FSS Grant Award for a Homeownership Coordinator position. This position will assist families that have identified homeownership as their FSS Goal. The Section 8 homeownership program is rapidly growing with twenty-eight Section 8 clients becoming homeowners. Of this number, five clients are no longer receiving mortgage subsidy. The Section 8 office received honorable mentioning at the Kansas State NAHRO Conference by Macie Houston, Regional Director as the number one Section 8 Homeownership Program in Region VII (Kansas, Iowa, Missouri & Nebraska). The FSS Homeownership Alumni program continues to assist new homeowners with financial counseling, home maintenance, and providing referrals for other services.

In 2006, the Section 8 Office partnered with Urban League of the Mid Plains to promote the Credit Smart program that provides the following workshops to assist families: Avoiding Credit Traps; Restoring Their Credit & Planning For Their Future; Understanding Credit Scoring and Thinking Like A Lender and Becoming A Homeowner.

All Section 8 Housing Leasing Specialists, Neighborhood Inspectors as well as Section 8 management staff are certified as Housing Quality Standard Inspectors or Section 8 Managers through the National Association of Housing and Redevelopment Officials organization. These certifications serve to enhance the organization's capacity to identify deviations from housing

quality standards and better insure safe and sanitary living conditions.

Section 8 staff continues to work diligently to maintain High Performer status through the Section Eight Monitoring Assessment Program.

RESIDENT MEMBER OF THE GOVERNING BOARD

The City of Wichita, by a charter ordinance first published on August 25, 2001, establishes the Wichita City Council as the Wichita Housing Authority's governing board. The ordinance addresses a resident member appointment to the Wichita Housing Authority Board. The ordinance also provides that the Housing Advisory Board shall continue in existence in an advisory capacity to the Wichita City Council, City Manager and the Wichita Housing Authority Board. The Wichita Mayor has appointed Inafay Grays-McClellan as the resident member to the Housing Authority Board with the approval of the Wichita City Council. Ms. Grays-McClellan is a client of the Section 8 Program.

TENANT ADVISORY BOARD MEMBERS

Name	Address	Title	Zip	Phone
Carol Adams – S8	2715 S Topeka, 107	Sec/Tres	67216	316.880-0133
Beverly Allen - S8	7815 Clay	Member	67208	316.409.8676
Yvonne Dixon – S8	1323 N. Estelle	Member	67214	
Inafay Grays-McClellan-S8	3003 Shadybrook	Member	67214	316.267.2191
Fern Griffith-PH	2627 W. 9th, Apt.500	President	67203	316.945.3287
Roy Moseley - PH	315 Riverview #310	Member	67203	316.263.6657
Mary Tune-PH	315 Riverview #510	Member	67203	316.264.5125
Dorothy Warnacut - PH	2627 W. 9th, #607	Member	67203	316.942.1710

KS004101

CUSTOMER SATISFACTION SURVEY FOLLOW UP PLAN

PUBLIC HOUSING

Public Housing received a 9.1 point score out of 10.0 possible in the Customer Satisfaction component, which was a part of the 2005 Public Housing Assessment System score. A Follow-Up Plan for the communication section of the Survey is required due to a score of 73.8% on the communication section and the safety section score of 74.9%. A Plan is required on all scores that are below 75%. The survey national average for the communication section is 74.6% and

79.9% for safety.

The lower communication score was the result of opinion surveys from Greenway Manor. The elderly high-rise apartment complex cited the need for a higher degree of communication between management and the residents.

An action plan has been initiated for the Property Manager to meet regularly with the resident association, the distribution of a quarterly management newsletter to all residents in the two complexes and more structured communications between staff and residents in an attempt to limit misunderstandings relative to WHA policies and capital improvements. The new newsletter is in addition to the bi-monthly newsletter sent to all WHA clients, Resident Services Coordinator Program and Senior Companion Program. Historically, those above baseline services have kept all residents informed of new programs and improvements.

The lower safety score resulted from the opinions of Greenway Manor and Bernice Hutcherson elderly complexes. Overall, there was a general feeling of not being safe in their units and common areas.

An action plan has been initiated to double the number of video surveillance cameras in Greenway Manor. Funds for this improvement have been requested from the City of Wichita's allocation of Homeland Security Grant funding. Many residents' complaints at Bernice Hutcherson have centered on the vandalism and theft of coins from laundry machines by guests or other individuals. In response to this concern, staff has installed automatic locking doors restricting access to the laundry room to daytime hours.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PROPOSED

KS004
Wichita Housing Authority
PHA Plans
5 Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2007

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

PHA Plan
Agency Identification

PHA Name: City of Wichita Housing Authority

PHA Number: KS004

PHA Fiscal Year Beginning: 1/1/2007

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- 1 Main administrative office of the PHA
- 0 PHA development management offices
- 0 PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- 1 Main administrative office of the PHA
- 0 PHA development management offices
- 0 PHA local offices
- 0 Main administrative office of the local government
- 0 Main administrative office of the County government
- 0 Main administrative office of the State government
- 0 Public library
- 0 PHA website
- 0 Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- 1 Main business office of the PHA
- 0 PHA development management offices
- 0 Other (list below)

5-YEAR PLAN

PHA FISCAL YEARS 2005 - 2009

[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- 1 The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- 0 The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

1 PHA Goal: Expand the supply of assisted housing

Objectives:

1 Apply for additional rental vouchers:

1 Reduce public housing vacancies:

1 Leverage private or other public funds to create additional housing opportunities:

1 Acquire or build units or developments

0 Other (list below)

1 PHA Goal: Improve the quality of assisted housing

Objectives:

1 Improve public housing management: (PHAS score) 85 of 100 - 2005

1 Improve voucher management: (SEMAP score) 97 of 100 - 2005

1 Increase customer satisfaction:

1 Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

1 Renovate or modernize public housing units:

1 Demolish or dispose of obsolete public housing:

1 Provide replacement public housing:

1 Provide replacement vouchers:

0 Other: (list below)

1 PHA Goal: Increase assisted housing choices

Objectives:

1 Provide voucher mobility counseling:

1 Conduct outreach efforts to potential voucher landlords

1 Increase voucher payment standards

1 Implement voucher homeownership program:

1 Implement public housing or other homeownership programs:

0 Implement public housing site-based waiting lists:

0 Convert public housing to vouchers:

0 Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

1 PHA Goal: Provide an improved living environment

Objectives:

1 Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

1 Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

1 Implement public housing security improvements:

1 Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

0 Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

1 PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

1 Increase the number and percentage of employed persons in assisted families:

1 Provide or attract supportive services to improve assistance recipients' employability:

1 Provide or attract supportive services to increase independence for the elderly or families with disabilities.

0 Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

1 PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

1 Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

1 Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

1 Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

0 Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan

PHA Fiscal Year 2007

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

1 Standard Plan

Streamlined Plan:

0 High Performing PHA

0 Small Agency (<250 Public Housing Units)

0 Administering Section 8 Only

0 Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

I. Not applicable due to 903.7(r) Federal Register/Vol. 64, No. 203/Thursday, October 21, 1999.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Annual Plan

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II. Attachments

III. Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a SEPARATE file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- 1 Admissions Policy for Deconcentration - ks004a01
- 1 Pet Policy – ks004e01 & ks004f01
- 1 Section 8 Homeownership Capacity - ks004g01
- 1 Implementation of Community Service Requirements - ks004h01
- 1 5-Year Plan Progress ks004i01
- 1 Resident Member of the Governing Board ks004j01
- 1 Membership of the Resident Advisory Board ks004k01
- 1 Customer Service Follow Up Plan ks004l01
- 1 Tenant Advisory Board Comments ks004m01
- 1 FY 2007 Capital Fund Program Annual Statement (attached table)
- 0 Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- 0 PHA Management Organizational Chart
- 1 FY 2007 Capital Fund Program 5 Year Action Plan (attached table)
- 1 Public Housing Grievance Procedure ks004b01

IV. Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review

Applicable & On Display V. Supporting Document Applicable Plan Component

On display PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations 5 Year and Annual Plans

On display State/Local Government Certification of Consistency with the Consolidated Plan 5 Year and Annual Plans

On display Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement. 5 Year and Annual Plans

On display Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction Annual Plan:Housing Needs

On display Most recent board-approved operating budget for the public housing program Annual Plan:Financial Resources;

On display Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP] Annual Plan: Eligibility, Selection, and Admissions Policies

On display Section 8 Administrative Plan Annual Plan: Eligibility, Selection, and Admissions Policies

On display Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 Quality Housing and Work Responsibility Act Initial Guidance; Notice and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis Annual Plan: Eligibility, Selection, and Admissions Policies

On display Public housing rent determination policies, including the methodology for setting public housing flat rents1 check here if included in the public housing A & O Policy Annual Plan: Rent Determination

On display Schedule of flat rents offered at each public housing development 0 check here if included in the public housing A & O Policy Annual Plan: Rent Determination

On display Section 8 rent determination (payment standard) policies 1 check here if included in Section 8 Administrative Plan Annual Plan: Rent Determination

On display Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation) Annual Plan: Operations and Maintenance

On display Public housing grievance procedures 0 check here if included in the public housing A & O Policy Annual Plan: Grievance Procedures

On display Section 8 informal review and hearing procedures 1 check here if included in Section 8 Administrative Plan Annual Plan: Grievance Procedures

Included inPlan The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year Annual Plan: Capital Needs

N/A Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant Annual Plan: Capital Needs

Included inPlan Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option) Annual Plan: Capital Needs

N/A Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing Annual Plan: Capital Needs

On display Approved or submitted applications for demolition and/or disposition of public housing Annual Plan: Demolition and Disposition

On display Approved or submitted applications for designation of public housing (Designated Housing Plans) Annual Plan: Designation of Public Housing

N/A Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act Annual Plan: Conversion of Public Housing

See Section 11 Approved or submitted public housing homeownership programs/plans See Section 11

On display Policies governing any Section 8 Homeownership program1 check here if included in the Section 8 Administrative Plan Annual Plan: Homeownership

N/A Any cooperative agreement between the PHA and the TANF agency Annual Plan: Community Service & Self-Sufficiency

On display FSS Action Plan/s for public housing and/or Section 8 Annual Plan:
 Community Service & Self-Sufficiency
 On display Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services
 grant) grant program reports Annual Plan: Community Service & Self-Sufficiency
 N/A The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual
 performance report for any open grant and most recently submitted PHDEP application (PHDEP
 Plan) N/A
 On display The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of
 the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's
 response to any findings Annual Plan: Annual Audit
 N/A Troubled PHAs: MOA/Recovery Plan Troubled PHAs
 Other supporting documents (optional)(list individually; use as many lines as necessary)
 (specify as needed)

1. Statement of Housing Needs
 [24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction,
 and/or other data available to the PHA, provide a statement of the housing needs in the
 jurisdiction by completing the following table. In the "Overall" Needs column, provide the
 estimated number of renter families that have housing needs. For the remaining characteristics,
 rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being
 "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available
 upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	7,526	N/A	N/A	N/A	N/A	N/A	N/A
Income >30% but <=50% of AMI	4,452	N/A	N/A	N/A	N/A	N/A	N/A
Income >50% but <80% of AMI	2,537	N/A	N/A	N/A	N/A	N/A	N/A
Elderly	2,829	N/A	N/A	N/A	N/A	N/A	N/A
Families with Disabilities	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all
 materials must be made available for public inspection.)

- 1 Consolidated Plan of the Jurisdiction/s
 Indicate year: 2004 - 2008

- 1 U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- 0 American Housing Survey data
Indicate year:
- 0 Other housing market study
Indicate year:
- 0 Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. Complete one table for each type of PHA-wide waiting list administered by the PHA. PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List

Waiting list type: (select one) 0 Section 8 tenant-based assistance 1 Public Housing 0
 Combined Section 8 and Public Housing 0 Public Housing Site-Based or sub-jurisdictional
 waiting list (optional) If used, identify which development/subjurisdiction:

# of families	% of total families	Annual Turnover
Waiting list total	1680	100
Extremely low income <=30% AMI	Not Available	
Very low income(>30% but <=50% AMI)	Not Available	
Low income(>50% but <80% AMI)	Not Available	
Families with children	Not Available	
Elderly families	Not Available	
Families with Disabilities	Not Available	
Race/ethnicity	Not Available	
Race/ethnicity	Not Available	
Race/ethnicity	Not Available	
Race/ethnicity	Not Available	

Characteristics by Bedroom Size (Public Housing Only)

1BR	705	42.0%
2 BR	451	27.0%
3 BR	488	29.1%
4 BR	30	1.8%
5 BR	6	.1%
6 BR	0	.0%

Is the waiting list closed (select one)? 0 No 1 Yes If yes: How long has it been closed (# of

months)? 98 months Does the PHA expect to reopen the list in the PHA Plan year? 1 No 0
Yes Does the PHA permit specific categories of families onto the waiting list, even if generally
closed? 0 No 1 Yes – Age 50 and older, disabled head or 4 and more in the household

Housing Needs of Families on the Waiting List

Waiting list type: (select one) 1 Section 8 tenant-based assistance 0 Public Housing 0
Combined Section 8 and Public Housing 0 Public Housing Site-Based or sub-jurisdictional
waiting list (optional) If used, identify which development/subjurisdiction:

# of families	% of total families	Annual Turnover
Waiting list total	2500	250

Extremely low income (<=30% AMI) Not Available

Very low income (>30% but <=50% AMI) Not Available

Low income (>50% but <80% AMI) Not Available

Families with children Not Available

Elderly families Not Available

Families with Disabilities Not Available

Race/ethnicity Not Available

Race/ethnicity Not Available

Race/ethnicity Not Available

Race/ethnicity Not Available

Characteristics by Bedroom Size (Public Housing Only)

1 BR Not Available

2 BR Not Available

3 BR Not Available

4 BR Not Available

5 BR Not Available

6 BR Not Available

Is the waiting list closed (select one)? 0 No 1 Yes If yes: How long has it been closed (# of
months)? 1 month Does the PHA expect to reopen the list in the PHA Plan year? 1 No 0

Yes Does the PHA permit specific categories of families onto the waiting list, even if generally
closed? 0 No 1 Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in
the jurisdiction and on the waiting list IN THE UPCOMING YEAR, and the Agency's reasons
for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current
resources by:

Select all that apply

- 1 Employ effective maintenance and management policies to minimize the number of Public Housing units off-line
- 1 Reduce turnover time for vacated Public Housing units
- 1 Reduce time to renovate Public Housing units
- 1 Seek replacement of Public Housing units lost to the inventory through mixed finance development
- 1 Seek replacement of Public Housing units lost to the inventory through section 8 replacement housing resources
- 1 Maintain or increase Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- 1 Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- 1 Maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- 1 Maintain or increase Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- 1 Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- 0 Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

- 1 Apply for additional Section 8 units should they become available
- 1 Leverage affordable housing resources in the community through the creation of mixed - finance housing
- 1 Pursue housing resources other than Public Housing or Section 8 tenant-based assistance.
- 0 Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

- 1 Exceed HUD federal targeting requirements for families at or below 30% of AMI in Public Housing
- 1 Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance

- 1 Employ admissions preferences aimed at families with economic hardships
- 1 Adopt rent policies to support and encourage work
- 0 Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI
 Select all that apply

- 0 Employ admissions preferences aimed at families who are working
- 1 Adopt rent policies to support and encourage work
- 0 Other: (list below)

VI. Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
 Select all that apply

- 1 Seek designation of Public Housing for the elderly (extention)
- 1 Apply for special-purpose vouchers targeted to the elderly, should they become available
- 0 Other: (list below)

VII. Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
 Select all that apply

VIII.

- IX. 0 Seek designation of Public Housing for families with disabilities
- X. 1 Carry out the modifications needed in Public Housing based on the section 504 Needs Assessment for Public Housing
- 1 Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- 1 Affirmatively market to local non-profit agencies that assist families with disabilities
- 0 Other: (list below)

XI.

XII. Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
 Select if applicable

- 1 Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- 0 Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing
 Select all that apply

- 1 Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- 1 Market the Section 8 program to owners outside of areas of poverty /minority concentrations
- 0 Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- 1 Funding constraints
- 1 Staffing constraints
- 1 Limited availability of sites for assisted housing
- 1 Extent to which particular housing needs are met by other organizations in the community
- 1 Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- 1 Influence of the housing market on PHA programs
- 1 Community priorities regarding housing assistance
- 1 Results of consultation with local or state government
- 1 Results of consultation with residents and the Resident Advisory Board
- 1 Results of consultation with advocacy groups
- 0 Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses

Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005 grants)		
a) Public Housing Operating Fund	\$1,250,000	Operations
b) Public Housing Capital Fund	981,105 (2006)	Modernization

- c) HOPE VI Revitalization
 - d) HOPE VI Demolition
 - e) Annual Contributions for Section 8 Tenant-Based Assistance Voucher Program 13,141,000
 - f) Public Housing Drug Elimination Program (including any Technical Assistance funds) Drug Elimination Programs
 - g) Resident Opportunity and Self-Sufficiency Grants Resident Services 66,000
 - h) Community Development Block Grant
 - i) HOME
- Other Federal Grants (list below)

2. Prior Year Federal Grants (unobligated funds only) (list below)

- 3. Public Housing Dwelling Rental Income 720,000 Operations
- Non-dwelling Rental (antennas) 30,000 Operations
- Non-dwelling Rental (office) 20,000 Operations
- 4. Other income (list below)
- Investment 20,000 Operations
- Tenant charges 25,000 Operations
- Late Charges 10,000 Operations

5. Non-federal sources (list below)

Total resources \$16,263,105

3. PHA Policies Governing Eligibility, Selection, and Admissions
[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- 0 When families are within a certain number of being offered a unit: (state number)
- 0 When families are within a certain time of being offered a unit: (state time)
- 1 Other: with formal application after the Preoccupancy Meeting

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- 1 Criminal or Drug-related activity
- 1 Rental history
- 1 Housekeeping
- 1 Previous Landlord References

c. 1 Yes 0 No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. 0 Yes 1 No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. 0 Yes 1 No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its Public Housing waiting list (select all that apply)

- 1 Community-wide list
- 0 Sub-jurisdictional lists
- 0 Site-based waiting lists
- 0 Other (describe)

b. Where may interested persons apply for admission to Public Housing?

- 1 PHA main administrative office
- 0 PHA development site management office
- 0 Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year?

2. 0 Yes 0 No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. 0 Yes 0 No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- 0 PHA main administrative office
- 0 All PHA development management offices
- 0 Management offices at developments with site-based waiting lists
- 0 At the development to which they would like to apply
- 0 Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- 0 One - Bottom of list
- 0 Two - Bottom of list
- 1 Three - Removed from list after 3rd rejection

b. 1 Yes 0 No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary Public Housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

1 Yes 0 No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- 0 Emergencies
- 1 Overhoused
- 1 Underhoused
- 1 Medical justification
- 1 Administrative reasons determined by the PHA (e.g., to permit modernization work)
- 0 Resident choice: (state circumstances below)
- 0 Other: (list below)

c. Preferences

1. 1 Yes 0 No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection (5) Occupancy)

2. Which of the following admission preferences does the PHA plan to employ in the coming

year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 0 Victims of domestic violence
- 0 Substandard housing
- 0 Homelessness
- 0 High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- 0 Working families and those unable to work because of age or disability
- 0 Veterans and veterans' families
- 0 Residents who live and/or work in the jurisdiction
- 0 Those enrolled currently in educational, training, or upward mobility programs
- 0 Households that contribute to meeting income goals (broad range of incomes)
- 0 Households that contribute to meeting income requirements (targeting)
- 0 Those previously enrolled in educational, training, or upward mobility programs
- 0 Victims of reprisals or hate crimes
- 0 Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 0 Working families and those unable to work because of age or disability
- 0 Veterans and veterans' families
- 0 Residents who live and/or work in the jurisdiction
- 0 Those enrolled currently in educational, training, or upward mobility programs
- 0 Households that contribute to meeting income goals (broad range of incomes)
- 0 Households that contribute to meeting income requirements (targeting)
- 0 Those previously enrolled in educational, training, or upward mobility programs

- 0 Victims of reprisals or hate crimes
- 0 Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- 0 The PHA applies preferences within income tiers
- 0 Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

XIII.

XIV. (5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- 1 The PHA-resident lease
- 1 The PHA's Admissions and Continued Occupancy policy
- 1 PHA briefing seminars or written materials
- 1 Other source (list) - Housekeeping video

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- 0 At an annual reexamination and lease renewal
- 1 Any time family composition changes
- 0 At family request for revision
- 0 Other (list)

(6) Deconcentration and Income Mixing

Component 3, (6) Deconcentration and Income Mixing

*a. 1 Yes 0 No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

*b. 1 Yes 0 No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

* - New questions added by PIH Notice 2001-4

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments

Development Name: Number of Units Explanation (if any) [see step 4 at §903.2(c)

) (1) (iv) Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
 KS004004 100 Over 115% of PH average, development in higher income neighborhood
 None – current methods promote income-mixing
 KS004012 3 Under 85% of PH average, development too small for policy change
 None - current methods promote income-mixing - higher income family will be housed
 upon next vacancy
 KS004013 5 Over 115% of PH average, development in higher income neighborhood
 None – current methods promote income-mixing
 KS004014 4 Over 115% of PH average, development in higher income neighborhood
 None – current methods promote income - mixing

a. 0 Yes 1 No: Did the PHA’s analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. 0 Yes 1 No: Did the PHA adopt any changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

0 Adoption of site-based waiting lists

If selected, list targeted developments below:

0 Employing waiting list “skipping” to achieve deconcentration of poverty or income mixing goals at targeted developments

If selected, list targeted developments below:

0 Employing new admission preferences at targeted developments

If selected, list targeted developments below:

0 Other (list policies and developments targeted below)

d. 0 Yes 1 No: Did the PHA adopt any changes to other policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

0 Additional affirmative marketing

0 Actions to improve the marketability of certain developments

0 Adoption or adjustment of ceiling rents for certain developments

0 Adoption of rent incentives to encourage deconcentration of poverty and income-mixing

0 Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- 1 Not applicable: results of analysis did not indicate a need for such efforts
- 0 List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- 1 Not applicable: results of analysis did not indicate a need for such efforts
- 0 List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- 1 Criminal or drug-related activity only to the extent required by law or regulation
- 0 Criminal and drug-related activity, more extensively than required by law or regulation
- 0 More general screening than criminal and drug-related activity (list factors below)
- 0 Other (list below)

b. 1 Yes 0 No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. 0 Yes 1 No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. 0 Yes 1 No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- 1 Criminal or drug-related activity
- 1 Other – Non-payment of rent

(2) Waiting List Organization

a. With which of the following program waiting lists is the Section 8 tenant-based assistance waiting list merged? (select all that apply)

- 1 None
- 0 Federal public housing
- 0 Federal moderate rehabilitation
- 0 Federal project-based certificate program

0 Other federal or local program (list below)

b. Where may interested persons apply for admission to Section 8 tenant-based assistance?
(select all that apply)

1 PHA main administrative office

0 Other

(3) Search Time

a. 1 Yes 0 No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

1. Unavailable affordable housing and appropriate bedroom sized units

2. Tenant has detrimental previous landlord references

3. Disabled household member

(4) Admissions Preferences

a. Income targeting

1 Yes 0 No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. 1 Yes 0 No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose Section 8 assistance programs)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

1 Victims of domestic violence

0 Substandard housing

1 Homelessness

0 High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

0 Working families and those unable to work because of age or disability

0 Veterans and veterans' families

0 Residents who live and/or work in your jurisdiction

1 Those enrolled currently in educational, training, or upward mobility programs

0 Households that contribute to meeting income goals (broad range of incomes)

- 0 Households that contribute to meeting income requirements (targeting)
- 0 Those previously enrolled in educational, training, or upward mobility programs
- 0 Victims of reprisals or hate crimes
- 1 Other preference(s) (list below)

Family Unification Program eligible participants and Mainstream participants

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

- 2 Date and Time

Former Federal preferences

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- 1 Homelessness
- High rent burden

Other preferences (select all that apply)

- 0 Working families and those unable to work because of age or disability
- 0 Veterans and veterans’ families
- 0 Residents who live and/or work in your jurisdiction
- 1 Those enrolled currently in educational, training, or upward mobility programs
- 0 Households that contribute to meeting income goals (broad range of incomes)
- 0 Households that contribute to meeting income requirements (targeting)
- 0 Those previously enrolled in educational, training, or upward mobility programs
- 0 Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- 1 Date and time of application
- 0 Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- 0 This preference has previously been reviewed and approved by HUD
- 0 The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- 0 The PHA applies preferences within income tiers
- 1 Not applicable: the pool of applicant families ensures that the PHA will meet income

targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose Section 8 Program administered by the PHA contained? (select all that apply)

- 1 The Section 8 Administrative Plan
- 1 Briefing sessions and written materials
- 0 Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- 1 Through published notices
- 1 Other: Direct mail

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

1 The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

0 The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- 1 \$0
- 0 \$1-\$25

0 \$26-\$50

2. 0 Yes 0 No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

Not applicable as the Wichita Housing Authority has lowered the minimum rent to \$0 per month due to the administrative burden of hardship exemption policies.

1. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. 1 Yes 0 No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

1. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

When the tenant's rent based upon 30% of adjusted gross income exceeds the below flat rents.

FLAT RENTS

1 bedroom - \$275	4 bedroom - \$475
2 bedroom - \$350	5 bedroom - \$525
3 bedroom - \$425	6 bedroom - \$550

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

0 For the earned income of a previously unemployed household member

0 For increases in earned income

0 Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

0 Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

1 For household heads

1 For other family members

1 For transportation expenses

1 For the non-reimbursed medical expenses of non-disabled or non-elderly families

0 Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- 0 Yes for all developments
- 0 Yes but only for some developments
- 1 No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- 0 For all developments
- 0 For all general occupancy developments (not elderly or disabled or elderly only)
- 0 For specified general occupancy developments
- 0 For certain parts of developments; e.g., the high-rise portion
- 0 For certain size units; e.g., larger bedroom sizes
- 0 Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- 0 Market comparability study
- 0 Fair market rents (FMR)
- 0 95th percentile rents
- 0 75 percent of operating costs
- 0 100 percent of operating costs for general occupancy (family) developments
- 0 Operating costs plus debt service
- 0 The “rental value” of the unit
- 0 Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- 0 Never
- 0 At family option
- 0 Any time the family experiences an income increase
- 1 Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_10%_____
- 0 Other (list below)

g. 0 Yes 1 No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to

establish comparability? (select all that apply.)

- 1 The Section 8 rent reasonableness study of comparable housing
- 0 Survey of rents listed in local newspaper
- 1 Survey of similar unassisted units in the neighborhood
- 0 Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- 0 At or above 90% but below 100% of FMR
- 1 100% of FMR
- 1 Above 100% but at or below 110% of FMR
- 0 Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- 0 FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- 0 The PHA has chosen to serve additional families by lowering the payment standard
- 0 Reflects market or submarket
- 0 Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- 1 FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- 1 Reflects market or submarket
- 1 To increase housing options for families
- 0 Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- 1 Annually
- 0 Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- 0 Success rates of assisted families

- 1 Rent burdens of assisted families
- 0 Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA’s minimum rent? (select one)

- 0 \$0
- 0 \$1-\$25
- 1 \$26-\$50

b. 0 Yes 1 No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- 1 An organization chart showing the PHA’s management structure and organization is attached.
- 0 A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

– List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	550	100
Section 8 Vouchers	2424	250
Section 8 Certificates	0	0
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers (list individually)	SPC - 102	25
Public Housing Drug Elimination Program (PHDEP)	0	0

Other Federal Programs(list individually) N/A

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

ks004c01

(2) Section 8 Management: (list below)

Section 8 Administrative Policy

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component

6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. 0 Yes 1 No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

1 PHA main administrative office

0 PHA development management offices

0 Other (list below)

B. Section 8 Tenant-Based Assistance

1. 0 Yes 1 No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

1 PHA main administrative office

0 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template OR, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

0 The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment

-or-

1 The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Component 7

Capital Fund Program Annual Statement

Part I (II and III located in Attachments)

Annual Statement

Capital Fund Program (CFP) Part I: Summary FFY 2007Capital Fund Grant Number

KS16P00450107 FFY of Grant Approval: (11/2006)

1 Original Annual

Statement

Line No. Summary by Development Account Total Estimated Cost

1	Total Non-CGP Funds		
2	1406	Operations	\$196,000
3	1408	Management Improvements	15,000
4	1410	Administration	98,000
5	1411	Audit	5,000
6	1415	Liquidated Damages	
7	1430	Fees and Costs	124,000
8	1440	Site Acquisition	
9	1450	Site Improvement	117,105
10	1460	Dwelling Structures	80,000
11	1465.1	Dwelling Equipment-Nonexpendable	96,000
12	1470	Nondwelling Structures	50,000
13	1475	Nondwelling Equipment	10,000
14	1485	Demolition	
15	1490	Replacement Reserve	
16	1492	Moving to Work Demonstration	
17	1495.1	Relocation Costs	
18	1498	Mod Used for Development	150,000
19	1502	Contingency	40,000
20	Amount of Annual Grant (Sum of lines 2-19)		\$981,105
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Compliance		
23	Amount of line 20 Related to Security		50,000
24	Amount of line 20 Related to Energy Conservation Measures		

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template OR by completing and attaching a properly updated HUD-52834.

a. 1 Yes 0 No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

1 The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at: page 48 - 55

0 The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any

approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

0 Yes 1 No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

0 Revitalization Plan under development

0 Revitalization Plan submitted, pending approval

0 Revitalization Plan approved

0 Activities pursuant to an approved Revitalization Plan underway

0 Yes 1 No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

0 Yes 1 No: d) Will the PHA be engaging in any mixed-finance development activities for Public Housing in the Plan year?

If yes, list developments or activities below:

0 Yes 1 No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. 1 Yes 0 No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

0 Yes 1 No: Has the PHA provided the activities description information in the optional Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description

- 1a. Development name: Vacant scattered site lots KS004002 and KS004004 1b.
Development (project) number: KS004002, KS004004
2. Activity type: Demolition 0Disposition 1
3. Application status (select one) Approved 0Submitted, pending approval 0Planned application 1
4. Date application approved, submitted, or planned for submission: submission 11/1/06
5. Number of units affected: vacant lots and office building with no dwelling units6. Coverage of action (select one) 1 Part of the development0 Total development
7. Timeline for activity:a. Actual or projected start date of activity: 1/1/07b. Projected end date of activity: 7/1/07

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities
[24 CFR Part 903.7 9 (i)]

1. 1 Yes 0 No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

1 Yes 0 No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description

- 1a. Development name: Greenway Manor McLean Manor1b. Development (project) number: KS004005 KS004011
2. Designation type: Occupancy by only the elderly 1Occupancy by families with disabilities 0Occupancy by only elderly families and families with disabilities 0
3. Application status (select one) Approved; included in the PHA’s Designation Plan 1Submitted, pending approval 0Planned application 1 Two year extension planned for designation in 10/2006
4. Date this designation approved, submitted, or planned for submission: 12/01/99
5. If approved, will this designation constitute a (select one) N/A0 New Designation Plan0 Revision of a previously-approved Designation Plan?
6. Number of units affected: 1767. Coverage of action (select one) 0 Part of the development1 Total development

Designation of Public Housing Activity Description

- 1a. Development name: Rosa Gragg Bernice Hutcherson 1b.
Development (project) number: KS004006 KS004010
2. Designation type: Occupancy by only the elderly 0Occupancy by families with disabilities
0Occupancy by only elderly families and families with disabilities 1
3. Application status (select one) Original project design Approved; included in the PHA's
Designation Plan 0Submitted, pending approval 0Planned application 1 Application to re-
designate projects as elderly/disabled
4. Date this designation approved, submitted, or planned for submission: 10/2006
5. If approved, will this designation constitute a (select one) N/A 0 New Designation Plan 1
Revision of a previously-approved Designation Plan?
6. Number of units affected: 507. Coverage of action (select one) 0 Part of the
development 1 Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996
HUD Appropriations Act

1. 1 Yes 0 No: Have any of the PHA's developments or portions of developments been
identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD
Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description
for each identified development, unless eligible to complete a streamlined submission. PHAs
completing streamlined submissions may skip to component 11.)

2. Activity Description

1 Yes 0 No: Has the PHA provided all required activity description information for this
component in the optional Public Housing Asset Management Table? If "yes", skip to
component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description

- 1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? 0 Assessment underway 0 Assessment results
submitted to HUD 0 Assessment results approved by HUD (if marked, proceed to next
question) 0 Other (explain below)
3. 0 Yes 0 No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) 0
Conversion Plan in development 0 Conversion Plan submitted to HUD on: (DD/MM/YYYY) 0
Conversion Plan approved by HUD on: (DD/MM/YYYY) 0 Activities pursuant to HUD-
approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) 0 Units addressed in a pending or approved demolition application (date submitted or approved:) 0 Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) 0 Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) 0 Requirements no longer applicable: vacancy rates are less than 10 percent 0 Requirements no longer applicable: site now has less than 300 units 0 Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. 0 Yes 0 No*: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to small PHA or high performing PHA status. PHAs completing streamlined submissions may skip to component 11B.)

*The WHA Plans to terminate the current section 5h homeownership program due to market limitations and develop a homeownership program to partner with the City of Wichita HOME Program. The HOME Program may support qualified Public Housing residents with training opportunities and down payment assistance.

2. Activity Description

0 Yes 1 No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description(Complete one for each development affected)

1a. Development name: Single-family units 1b. Development (project) number: KS004002

2. Federal Program authority: 0 HOPE I 0 5(h) 0 Turnkey III 0 Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one) 0 Approved; included in the PHA’s Homeownership Plan/Program 0 Submitted, pending approval 1 Planned application to terminate the Public Housing 5h Plan

4. Date Homeownership Plan/Program approved, submitted, or planned for submission:

Approved 5/12/98

5. Number of units affected: 256. Coverage of action: (select one) 1 Part of the development 0 Total development

Public Housing Homeownership Activity Description(Complete one for each development affected)

1a. Development name: Single-family units 1b. Development (project) number: KS004004

2. Federal Program authority: 0 HOPE IO 5(h) 0 Turnkey III 0 Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one) 0 Approved; included in the PHA's Homeownership Plan/Program 0 Submitted, pending approval 1 Planned application to terminate the Public Housing 5h Plan

4. Date Homeownership Plan/Program approved, submitted, or planned for submission: Approved 5/12/98

5. Number of units affected: 266. Coverage of action: (select one) 1 Part of the development 0 Total development

Public Housing Homeownership Activity Description(Complete one for each development affected)

1a. Development name: Single-family units 1b. Development (project) number: KS004007

2. Federal Program authority: 0 HOPE IO 5(h) 0 Turnkey III 0 Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one) 0 Approved; included in the PHA's Homeownership Plan/Program 0 Submitted, pending approval 1 Planned application to terminate the Public Housing 5h Plan

4. Date Homeownership Plan/Program approved, submitted, or planned for submission: Approved 5/12/98

5. Number of units affected: 496. Coverage of action: (select one) 1 Part of the development 0 Total development

B. Section 8 Tenant Based Assistance

1. 1 Yes 0 No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

2. Program Description:

a. Size of Program

0 Yes 1 No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 0 25 or fewer participants
- 0 26 - 50 participants
- 0 51 to 100 participants
- 0 more than 100 participants

b. PHA-established eligibility criteria

1 Yes 0 No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

Agreement to participate in a Maintenance Reserve Program

XV. Participation in the Family Self-Sufficiency Program

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

1 Yes 0 No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 9/24/99

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- 1 Client referrals
- 1 Information sharing regarding mutual clients (for rent determinations and otherwise)
- 1 Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- 0 Jointly administer programs
- 0 Partner to administer a HUD Welfare-to-Work voucher program
- 0 Joint administration of other demonstration program
- 0 Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- 1 Public housing rent determination policies
- 1 Public housing admissions policies
- 1 Section 8 admissions policies
- 0 Preference in admission to section 8 for certain public housing families
- 0 Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- 0 Preference/eligibility for public housing homeownership option participation
- 1 Preference/eligibility for Section 8 homeownership option participation
- 0 Other policies (list below)

b. Economic and Social self-sufficiency programs

1 Yes 0 No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs

Program Name & Description (including location, if appropriate)	Estimated Size	AllocationMethod(waiting list/random selection/specific criteria/other)	Access(development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Resident Service Coordination Greenway & McLean Manor	176	Open	Development office	Public Housing
ROSS Program Greenway & McLean Manor Rosa Gragg & Bernice Hutch	226	Open	Development office	Public Housing

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation

Program	Required Number of Participants(start of FY 2007 Estimate)	Actual
Number of Participants (As of: 1/1/06)		
Public Housing	0	0
Section 8	150	155

The PHA is maintaining or exceeding the minimum FSS program size.

b. 0 Yes 0 No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

1 Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

1 Informing residents of new policy on admission and reexamination

1 Actively notifying residents of new policy at times in addition to admission and reexamination.

1 Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

1 Establishing a protocol for exchange of information with all appropriate TANF agencies

0 Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that

apply)

- 1 High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- 1 High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- 1 Residents fearful for their safety and/or the safety of their children
- 1 Observed lower-level crime, vandalism and/or graffiti
- 1 People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- 0 Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- 1 Safety and security survey of residents
- 1 Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- 1 Analysis of cost trends over time for repair of vandalism and removal of graffiti
- 1 Resident reports
- 1 PHA employee reports
- 1 Police reports
- 1 Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- 0 Other (describe below)

3. Which developments are most affected? (list below)

KS004002, KS004004

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- 0 Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- 1 Crime Prevention Through Environmental Design
- 1 Activities targeted to at-risk youth, adults, or seniors
- 1 Volunteer Resident Patrol/Block Watchers Program
- 1 Other (describe below)

The Wichita Housing Authority has five houses that are occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security for Public Housing residents who live in the 5 single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount with the Officers paying the utilities. The addresses are the following:

1501 E. Arnold
1527 E. Catalina

2642 N. Minnesota
7015 W. Newell
2331 St. Clair

2. Which developments are most affected? (list below)

KS004002, KS004004

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

1 Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan

1 Police provide crime data to housing authority staff for analysis and action

1 Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)

0 Police regularly testify in and otherwise support eviction cases

1 Police regularly meet with the PHA management and residents

1 Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services

0 Other activities (list below)

2. Which developments are most affected? (list below)

KS004002, KS004004

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

0 Yes 1 No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

0 Yes 1 No: Has the PHA included the PHDEP Plan for FY 2007 in this PHA Plan?

0 Yes 1 No: This PHDEP Plan is an Attachment.

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

ks004e01 & ks004f01

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. 1 Yes 0 No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. 1 Yes 0 No: Was the most recent fiscal audit submitted to HUD?
3. 0 Yes 1 No: Were there any findings as the result of that audit?
4. 0 Yes 0 No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. 0 Yes 0 No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. 1 Yes 0 No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have not been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)
0 Not applicable
0 Private management
0 Development-based accounting
1 Comprehensive stock assessment
0 Other: (list below)
3. 1 Yes 0 No: Has the PHA included descriptions of asset management activities in the optional Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. 1 Yes 0 No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA MUST select one)
1 Attached at Attachment (File name) KS004m01
0 Provided below:

3. In what manner did the PHA address those comments? (select all that apply)
- 1 Considered comments, but determined that no changes to the PHA Plan were necessary.
 - 0 The PHA changed portions of the PHA Plan in response to comments
List changes below:
 - 0 Other: (list below)

B. Description of Election process for Residents on the PHA Board

- 1. 0 Yes 1 No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
- 2. 0 Yes 1 No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

- a. Nomination of candidates for place on the ballot: (select all that apply)
- 0 Candidates were nominated by resident and assisted family organizations
 - 1 Candidates could be nominated by any adult recipient of PHA assistance
 - 1 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 - 0 Other: (describe)

- b. Eligible candidates: (select one)
- 0 Any recipient of PHA assistance
 - 0 Any head of household receiving PHA assistance
 - 1 Any adult recipient of PHA assistance
 - 0 Any adult member of a resident or assisted family organization
 - 0 Other (list)

- c. Eligible voters: (select all that apply)
- 0 All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
 - 0 Representatives of all PHA resident and assisted family organizations
 - 1 Other (list)
The City of Wichita Mayor appoints the resident member with the formal approval of the Wichita City Council.

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

- 1. Consolidated Plan jurisdiction: City of Wichita, Kansas
- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

1 The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

1 The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

1 The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

1 Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

All activities

0 Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

All activities.

D. Other Information Required by HUD

DEFINITION:

Significant Amendment or Modification to the Annual Plan - as referenced in the Quality Housing and Work Responsibility Act of 1998, Section 511, (g), a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of HUD and approved. Amendments or modifications, which are not defined as being significant and will not be subject to a public meeting with a 45-day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-Year Plan;
2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. additional work projects funded by the Capital Fund Program not included in the 5-Year Plan, which have been deemed to be emergencies;
4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. any changes in the Section 8 Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD 50075 PHA Plan.

Attachments

Capital Fund Tables

Annual Statement

2007 Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work	Development Account Number	Total Estimated Cost
KS004002,4004,4007	Dwelling structure improvements	1460	\$60,000
single-family	Fence replacement	1450	47,105
	Replacement of sidewalks, porches & approaches	1450	70,000
KS004005, 4006, 4010, 4011	Complex improvements	1460	20,000
KS004015	Single-family new construction	1498	150,000
KS004006, 4010	Air-conditioner replacements	1465.1	96,000

PHA Wide	Operations	1406	196,000
	Management improvements	1408	15,000
	Administrative	1410	98,000
	Audit	1411	5,000
	In-house engineering	1430	124,000
	Non-dwelling structures	1470	50,000
	Computer software & equipment	1475	10,000
	Contingency	1502	40,000

TOTAL \$981,105

Annual Statement - 2006 FFY Capital Fund Program

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended(Quarter Ending Date)
KS004002	December 31, 2008	December 31, 2009
KS004004	December 31, 2008	December 31, 2009
KS004005	December 31, 2008	December 31, 2009
KS004006	December 31, 2008	December 31, 2009
KS004007	December 31, 2008	December 31, 2009
KS004010	December 31, 2008	December 31, 2009
KS004011	December 31, 2008	December 31, 2009
KS004015	December 31, 2008	December 31, 2009
WHA Wide	December 31, 2008	December 31, 2009

Development Name/Number	Major Work Categories	Estimated Cost	Development
See KS004002	Unit rehabilitation	0	KS004002
XVI. Unit rehabilitation	\$121,000		
Annual Single-family scattered	Tree trimming 15,000	Single-family scattered	
Fence replacement 50,000			
Statement Site concrete work	48,000	Landscaping 7,000	
Fence replacement	45,000		
Roof replacement	30,000		
	Sub-total	178,000	
Sub-total	138,000		
KS004004 Landscaping	7,000	KS004004 Site concrete work	49,000
Single-family scattered		Single-family scattered	Roof replacement
40,000			
Sub-total	7,000		
	Sub-total	89,000	
KS004005 Unit rehabilitation	331,000		
Greenway Manor	KS004005	0	
Sub-total	331,000	Greenway Manor	
	Sub-total	0	
KS004006	0		
Rosa Gragg	KS004006	0	
Sub-total	0	Rosa Gragg	
	Sub-total	0	

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities
 Activities for Year: 4FFY Grant: 2010PHA FY: 2010 Activities for Year: 5FFY Grant:
 2011PHA FY: 2011

Development Name/Number	Major Work Categories	Estimated Cost	Development
KS004002	Unit rehabilitation	\$63,000	KS004002
rehabilitation	\$152,000		Unit
Fence replacement	38,000	Fence replacement	50,000
Landscaping 7,000	Landscaping 7,000		
Site concrete work	75,000	Site concrete work	
58,000			
Roof replacement	42,000		
Sub-total	225,000	Sub-total	267,000
KS004004	Roof replacement	55,000	KS004004
		Roof replacement	55,000

Single-family scattered		Single-family scattered		
Sub-total	55,000	Sub-total	55,000	
KS004005	Complex improvements	42,000	KS004005	Complex improvements
	32,000			
Greenway Manor		Greenway Manor		
Sub-total	42,000	Sub-total	32,000	
KS004006	HVAC replacement	90,000	KS004006	0
Rosa Gragg		Rosa Gragg		
Sub-total	90,000	Sub-total	0	

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities
 Activities for Year : 2FFY Grant: 2007PHA FY: 2007 Activities for Year: 3FFY Grant:
 2008 PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost	Development	
KS004007	Tree trimming	0	KS004007 XVII. Unit rehabilitation	
\$55,000				
Single-family scattered		Single-family scattered	Tree trimming 15,000	
Sub-total	0	Sub-total	70,000	
KS004010	Complex improvements	0	KS004010	60,000
Bernice Hutcherson		Bernice Hutcherson		
Sub-total	0	Sub-total	60,000	
KS004011	0	KS004011	Complex improvements	22,000
McLean Manor		McLean Manor		
Sub-total	0	Sub-total	22,000	
KS004012	Roof replacement	12,000	KS004012	0
Single-family scattered		Single-family scattered		
		Sub-total	0	
Sub-total	12,000			
	KS004013	0		
KS004013	Unit rehabilitation	0	Single-family scattered	
Single-family scattered		Sub-total	0	
Sub-total	0			
	KS004014	Unit rehabilitation	52,000	
KS004014	0	Single-family scattered		
Single-family scattered		Sub-total	52,000	
0				

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities

Activities for Year : 4FFY Grant: 2010PHA FY: 2010 Activities for Year: 5FFY Grant:
2011PHA FY: 2011

Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
KS004007	Tree trimming	15,000	KS004007	Tree trimming	15,000
Single-family scattered			Single-family scattered		
Sub-total	15,000		Sub-total	15,000	
KS004010	0	0	KS004010	0	0
Bernice Hutcherson			Bernice Hutcherson		
Sub-total	0		Sub-total	0	
KS004011	0		KS004011	0	
McLean Manor			McLean Manor		
Sub-total	0		Sub-total	0	
KS0044012	0		KS0044012	0	
Single-family scattered			Single-family scattered		
Sub-total	0		Sub-total	0	
KS004013	Unit rehabilitation	32,000	KS004013		0
Single-family scattered			Single-family scattered		
Sub-total	32,000		Sub-total	0	
KS004014	0		KS004014	0	
Single-family scattered			Single-family scattered		
	0			0	

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities

Activities for Year : 2FFY Grant: 2007PHA FY: 2007 Activities for Year: 3FFY Grant:
2008PHA FY: 2008

Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
WHA wide	Liquidated damages	\$5,000	WHA wide	XVIII. Audit	\$5,000
Audit	5,000				
Management systems & training	15,000		Operations transfer		
196,000					
Operations transfer	196,000		Admin. & engineering		
232,000					
Admin. & engineering	226,000		Replacements reserve	10,000	
Dwelling equip.	10,000		Non-dwelling equip.	10,000	
Non-dwelling equip.	10,000		Demolition	10,000	
Moving to work demo.	5,000		Relocation costs	20,000	
Development activities	10,000		Contingency	12,000	
Contingency	11,000		XIX.		

Sub-total 493,000 Sub-total 510,000

Total CFP Estimated Cost \$981,000 \$981,000

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities
 Activities for Year : 4FFY Grant: 2010PHA FY: 2010 Activities for Year: 5FFY Grant:
 2011PHA FY: 2011

Development Name/Number	Major Work Categories	Estimated Cost	Development
WHA wide	Audit 5,000 KS004015	Unit rehabilitation	20,000
	Management systems & training	15,000	Single-family scattered
	Operations transfer	196,000	Sub-total
	Admin. & engineering	238,000	20,000
	Site acquisition	44,000	
	Non-dwelling equip.	10,000	WHA wide
	Contingency	14,000	Audit 5,000
			Management systems & training
			15,000
			Operations transfer
			196,000
			Admin. & engineering
			244,000
Sub-total	522,000	Dwelling equip.	67,000
		Non-dwelling structure	20,000
		Non-dwelling equip.	35,000
		Contingency	10,000
		Sub-total	592,000

Total CFP Estimated Cost \$981,000 \$981,000

Optional Public Housing Asset Management Table

Public Housing Asset Management

Development Identification Name, Number, and Location	Activity Description	Number and Type of units	ACC - units	Capital Fund
Program Parts II and III	Component 7a	Development Activities	Component 7b	
Demolition /disposition	Component 8	Designated housing	Component 9	Conversion
Component 10	Home- ownership	Component 11a	Other (describe)	Component 17
4002	190 - SF	X	Disposition	Assessment* Terminate
4004	100 - SF	X	Disposition	Assessment* Terminate
4005	86 - Apt.	X	X	Elderly
4006	32 - Apt	X		Elderly
4007	46 - SF	X		Assessment* Terminate
4010	18 - Apt	X		Elderly
4011	90 - Apt	X	X	Elderly
4012	3 - SF			Assessment*
4013	5 - SF			Assessment*
4014	4 - SF			Assessment*
4015	4 - SF	X	X	Assessment*

Apt (Apartment) SF (Single Family Dwelling)

The initial assessment has been concluded for non-elderly and non-disabled developments and consideration has been given to the implications of converting the WHA's public housing unit to tenant-based assistance. It has been determined that the conversion of all applicable developments, KS004002 – KS004004 – KS004007 – KS004012 - KS004013 – KS004014 – KS004015, will be inappropriate. The WHA currently has over 2,500 families on the Public Housing and Section 8 waiting lists. Conversion would adversely affect the availability of affordable housing in the City of Wichita.

6/30/06

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: City of Wichita Housing Authority Grant Type and Number
Capital Fund Program Grant No: KS16P00450105 Replacement Housing Factor Grant No: Federal FY of Grant:2005

0Original Annual Statement 0Reserve for Disasters/ Emergencies 0Revised Annual Statement (revision no:)
1Performance and Evaluation Report for Period Ending: 6/30/06 0Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost	Total Actual Cost	
	Original	Revised	Obligated	Expended
1	Total non-CFP Funds			
2	1406 Operations	\$150,000	\$200,000	\$200,000.00
3	1408 Management Improvements	8,809.76	15,000	15,000
4	1410 Administration	102,000	102,000	77,086.31
5	1411 Audit	5,000	5,000	

6	1415 Liquidated Damages			
7	1430 Fees and Costs	100,000	75,000	20,814.74
				20,814.74
8	1440 Site Acquisition			
9	1450 Site Improvement	171,183	228,183	155,357.00
				155,357.00
10	1460 Dwelling Structures	340,368	303,000	
				261,515.10
				76,696.75
11	1465.1 Dwelling Equipment—Nonexpendable		20,000	20,000
12	1470 Nondwelling Structures	95,000		
13	1475 Nondwelling Equipment	130,000	80,000	
				1,369.91
				1,369.91
14	1485 Demolition			
15	1490 Replacement Reserve			
16	1492 Moving to Work Demonstration			
17	1495.1 Relocation Costs			
18	1499 Development Activities			
19	1501 Collateralization or Debt Service			
20	1502 Contingency	0	0	0.00
				0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)		\$1,028,183	
		\$1,028,183	\$724,952.83	\$540,134.47
22	Amount of line 21 Related to LBP Activities			
23	Amount of line 21 Related to Section 504 compliance			
24	Amount of line 21 Related to Security – Soft Costs			
25	Amount of Line 21 Related to Security – Hard Costs		\$15,000	
		\$15,000	\$155,357.00	\$155,357.00
26	Amount of line 21 Related to Energy Conservation Measures			
		\$15,626.55	\$10,257.75	

6/30/06

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund
 Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages
 PHA Name: City of Wichita Housing Authority Grant Type and Number Capital Fund
 Program Grant No: KS16P00450105 Replacement Housing Factor Grant No: Federal FY of
 Grant: 2005

Development Number	Name/HA-Wide Activities	General Description of Major Work	Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Total Actual Cost	Status
			Original	Revised	Funds Obligated	Funds		
Expended								
KS004002	House rehabilitation - moderate		1460	3				
\$60,000.00	in progress							
Scattered site	House rehabilitation - moderate		1460	5				
75,000.00	6,165.00 in progress							
	House rehabilitation - major	1460	2		79,594.55			
28,980.00	in progress							
	Insulated windows	1460			4,625.45	4,625.45		
	complete							
	Insulated windows	1460			5,368.80		in	
	progress							
	Fence replacements	1450			42,000.00	42,000.00		
	complete							
	Tree trimming	1450			5,900.00	5,900.00		
KS004004	Roof replacements	1460	10		31,294.00			
31,294.00	complete							
Scattered site	Storage Sheds	1460	49		107,457.00	107,457.00		
	complete							
KS004010	Window replacement	1460	18 units				5,632.30	
5,632.30	complete							
Bernice Hutcherso								
WHA wide	Operations	1406			200,000.00	200,000.00		
	Management improvements	1408			8,809.76			
8,809.76								
	Administration salaries & costs	1410			77,086.31			
77,086.31								
	Audit	1411						

Fees and costs	1430		20,814.74	20,814.74
Van ladder rack	1475		2,494.92	2,494.92
Transfer to CF 2003	1475		(2400.00)	(2400.00)
Paper shredder	1475		1,274.99	1,274.99

Totals \$724,952.82 \$540,134.47

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund
Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule
PHA Name: Wichita Housing Authority Grant Type and Number Capital Fund Program No:
KS16P00450105 Replacement Housing Factor No: Federal FY of Grant: 2005
Development Number Name/HA-Wide Activities All Fund Obligated (Quarter Ending Date)
All Funds Expended (Quarter Ending Date) Reasons for Revised Target Dates
Original Revised Actual Original Revised Actual
KS004002 6/30/07 6/30/08
KS004004 6/30/07 6/30/08
KS004005 6/30/07 6/30/08
KS004007 6/30/07 6/30/08
KS004011 6/30/07 6/30/08
KS004013 6/30/07 6/30/08
WHA Wide 6/30/07 6/30/08

Mandated end date 8/18/07 8/18/08

