AGENDA
CITY COUNCIL
Tuesday, October 03, 2023
9:00 AM

The regular meeting of the City Council will be held on October 03, 2023 at 9:00 AM in the City Council Chambers
455 N. Main Street, Wichita, KS 67202.

OPENING OF REGULAR MEETING

Call to Order

Invocation and Pledge of Allegiance

Approve the minutes of regular meeting of September 26, 2023.

AWARDS AND PROCLAMATIONS

Proclamations:

Junior League of Wichita Appreciation Week
Indigenous People's Day
Walktober

I. PUBLIC AGENDA

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

1. Kevin Kimmel - City has become weaponized against property owners with governmental processes.

2. Chloe House - Funding for the Humane Society.

II. CONSENT AGENDA ITEMS 1 THROUGH 15

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Item

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Board of Bids and Contracts dated October 2, 2023.

   RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.
   10-02-2023 Board of Bids.pdf

IV. PETITIONS FOR PUBLIC IMPROVEMENTS - NONE

V. UNFINISHED COUNCIL BUSINESS - NONE

VI. NEW COUNCIL BUSINESS

1. Change Order No. 2 for Northwest Water Facility Project

   RECOMMENDED ACTION: Approve the change order to the Design-Build Agreement with Wichita Water Partners and authorize the necessary signatures.
   Agenda Report No. VI-1.docx
   20230829NWWF Final CO No2.pdf

2. Funding and Approval of Public Art Design for Pracht Wetlands Park Improvements Phase 3 (District V)

   RECOMMENDED ACTION: Approve the design, adopt the amending bonding resolution, and authorize the necessary signatures.
   Agenda Report No. VI-2.doc
   Resolution No. 23-399

3. Downtown Restroom and Hydration Station Improvements (Districts I and VI)

   RECOMMENDED ACTION: Approve the budget, adopt the bonding resolution, and authorize the necessary signatures.
   Agenda Report No. VI-3.doc
   Resolution No. 23-400 230823-DT

4. Proposed Plan regarding Wichita Fire Department Emergency Medical Officers

RECOMMENDED ACTION: It is recommended that the City Council defer this item.
Agenda Report No. VI-4.docx

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

VII. NON-CONSENT PLANNING AGENDA

1. ZON2023-00046 - Zone change request in the City from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District and LC Limited Commercial District for residential and commercial development, generally located on the southwest corner of 53rd Street North and Seneca Street (5355 North Seneca St.). (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 6 of 7 votes).
Alternatives:
1) Deny the zone change (requires 5 of 7 votes); or
2) Return the case to MAPC for additional consideration (requires 4 of 7 votes)
Agenda Report No. VII-1.doc
ZON2023-46 WCC _ Suplementary Documents.docx
ZON2023-00046_MAPC Minutes.docx
2023-09-11 District Advisory Board 6 ZON2023-00046 Memo.docx.pdf
zon2023-00046pt2.pdf
Ordinance 52-272

HOUSING AGENDA

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

VIII. NON-CONSENT HOUSING AGENDA

1. Combined Public Hearing – 2024 Annual Agency Plan and 2024-2028 Capital Fund Grant Five-Year Action Plan Estimate

   RECOMMENDED ACTION: Close the combined public hearing on the Wichita Housing Authority 2024 Annual Agency Plan and related documents and the 2024-2028 Capital Fund Program Five-Year Action Plan based on the 2022 grant award, approve the Plan and estimated Capital Fund grant budget and authorize the necessary signatures to certify the documents for submittal to the U.S. Department of Housing and Urban Development (HUD).
   Agenda Report No. VIII-1.docx
   5b- 2024 - 50075.1.pdf
   1- 2024 WHA Annual PHA Plan 50075-ST.pdf
   2- WHA 2024 Annual Plan Elements.pdf
   3- 2024 Proposed HCV Admin Plan Changes.pdf
   4a- 2024 Proposed ACOP Changes.pdf
   4b- Over-Income Resident Policy.pdf
   5a- 2024 - 50075.2.pdf
   6- Resident Advisory Board Comments.pdf
   TO BE SIGNED 7- Certification of PHA Plans Consistency with Consolidated Plan 50077-SL.docx
   TO BE SIGNED 8- 50077-CR.docx
   TO BE SIGNED 9- 2024_50077-ST-HCV-HP PHA Certifications of Compliance.docx

AIRPORT AGENDA

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

IX. NON-CONSENT AIRPORT AGENDA - NONE

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Tuttle to attend the Community Leaders of America Conference, October 18-21, 2023 in Gulfport, Mississippi.

   RECOMMENDED ACTION: Approve the travel.

2. Approval of travel for Council Member Blubaugh to attend the National Business Aviation Association Conference, October 16-17, 2023, in Las Vegas, Nevada.

   RECOMMENDED ACTION: Approve the travel.

3. Approval of travel for Council Member Frye to attend the National Business Aviation Association Conference, October 15-17, 2023 in Las Vegas, Nevada

RECOMMENDED ACTION: Approve the travel.

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments

RECOMMENDED ACTION: Approve the appointments.

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 15

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Applications for Licenses for Cereal Malt Beverages:

a. Applications for Licenses to Retail Cereal Malt Beverages

RECOMMENDED ACTION: Approve licenses subject to staff review and approval
CMB's for October 3, 2023.docx

2. Preliminary Estimates:

a. Preliminary Estimates

RECOMMENDED ACTION: Receive and file.
PEs for CC 10-03-23.pdf

b. Preliminary Estimates for paving improvements to serve Turkey Creek 4th Addition, Phase 3 (District IV)

RECOMMENDED ACTION: Receive and file.
E2106 PV Turkey Creek 4th Addn Ph 3 NTBA Coversheet Template.doc
E2106 PV Turkey Creek 4th Ph 3 NTBA Coversheet.doc

c. Preliminary Estimates for water improvements to serve Buena Vista Addition (District II)

RECOMMENDED ACTION: Receive and file.
E1116 WDS Buena Vista Addn NTBA Coversheet Template.doc

E1116 WDS Buena Vista NTBA Coversheet.doc

d. Preliminary Estimates for drainage improvements to serve Buena Vista Addition (District II)

RECOMMENDED ACTION: Receive and file.
E1118 SWD #483 Buena Vista Addn NTBA Coversheet Template.doc
E1118 SWD #483 Buena Vista NTBA Coversheet.doc

e. Preliminary Estimates for sewer improvements to serve Buena Vista Addition (District II)

RECOMMENDED ACTION: Receive and file.
E1117 SS Buena Vista Addn NTBA Coversheet Template.doc
E1117 SS Buena Vista NTBA Coversheet.doc

f. Preliminary Estimates for paving improvements to serve Buena Vista Addition (District II)

RECOMMENDED ACTION: Receive and file.
E1115 PV Buena Vista Addn NTBA Coversheet Template.doc
E1115 PV Buena Vista Addn NTBA Coversheet.doc

3. Property Acquisitions:

a. Acquisition of a Temporary Construction Easement at 2350 North Hoover for the Hoover Road Improvement Project (District VI)

RECOMMENDED ACTION: Approve the acquisition, approve the budget, and authorize the necessary signatures.
Agenda Report No. II-3a.doc
Tr-14 Hoover Rd SS 230428.pdf
TCE 2350 N Hoover.pdf

Uncategorized Items:

4. O.J. Watson Park Playground Vendor Selection (District III)

RECOMMENDED ACTION: Approve the selection of All Inclusive Rec, approve the contract, and authorize the necessary signatures.
Agenda Report No. II-4.docx
233161 contract for agenda.pdf

5. Community Event with Alcohol Consumption – Art and Ale (District VI)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon

sidewalks and public streets within the parameters outlined in the Community Event Application during the Art and Ale event on October 22, 2023, and authorize the necessary signatures.
Agenda Report No. II-5.docx
Art and Ale TED Site Plan.pdf
Resolution No. 23-401

6. Consultant Agreement for the Wichita Transportation Department Network System Redesign Plan

RECOMMENDED ACTION: Approve the consultant agreement with Nelson Nygaard and authorize the necessary signatures.
Agenda Report No. II-6.docx
Nelson Nygaard agreement.pdf

7. Treasury Services Agreement

RECOMMENDED ACTION: Adopt the resolution updating the list of individuals authorized to execute transactions with Bank of America and authorize the necessary signatures.
Agenda Report No. II-7.doc
Resolution No. 23-402

8. Payment for Settlement of Claim

RECOMMENDED ACTION: Authorize payment of $80,000 as full settlement of all possible claims arising out of the event, which is the subject of this claim and adopt the bonding resolution.
Agenda Report No. II-8.docx
Resolution No. 23-403

II. CONSENT PLANNING AGENDA ITEMS

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

9. CON2023-00033 – Conditional Use Request in the City to Permit a Car Wash, Generally Located on the Northwest Corner of East Funston Street and South Rock Road (1717 South Rock Road). (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested Conditional Use, place the resolution on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the resolution after

approval on second reading (requires 4 of 7 votes).
Agenda Report No. II-9.docx
CON2023-00033 WCC Supporting Documents.docx
CON2023-00033 MAPC Minutes.docx
CON2023-00033 Interoffice Memorandum DRAFT.docx
Resolution No. 23-404

10. CON2023-00037– Conditional Use Request in the City to Major Utility on Property Zoned TF-3 Two-Family Residential District; Generally Located on the East Side of South 167th Street West and Within One-Quarter Mile North of West US-54/400. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested Conditional Use, authorize the necessary signatures, and instruct the City Clerk to publish the resolution after approval (requires 4 of 7 votes).
Agenda Report No. II-10.docx
CON2023-00037 WCC Attachments.docx
CON2023-00037 MAPC Minutes Excerpt.docx
CON2023-00037 DAB 4 Report (1).pdf
Resolution No. 23-405

11. PUD2023-00008 – PUD Amendment in the City to PUD #95 to Amend the Existing PUD Boundary to Include the Approved Platted Boundary of the Courtyards at the Moorings Second Addition; Generally Located on the West Side of Meridian Avenue, North of 42nd Street. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).
Agenda Report No. II-11.docx
PUD2023-00008 WCC Supporting Documents.docx
PUD2023-00008 MAPC Minutes.docx
2023-09-11 District Advisory Board 6 PUD2023-00008 Memo.pdf
Ordinance 52-273

12. ZON2023-00044 – Zone Change in the City from LI Limited Industrial District to SF-5 Single-Family Residential District; Generally Located on the Northeast Corner of South Midland Avenue and East 59th Street South (5950 South Midland Avenue). (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).
Agenda Report No. II-12.docx

ZON2023-00044 WCC Attachments.docx
ZON2023-00044 MAPC Minutes Excerpt.docx
2023-09-06 DAB 3 ZON2023-00044 Interoffice Memo.docx
Ordinance 52-274

13. ZON2023-00045 – Zone Change Request in the City from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for Multi-Family Development, Generally Located on the East Side of North Florence Street, within 200 Feet North of West Douglas Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).
Agenda Report No. II-13.docx
ZON2023-00045 WCC Supporting Documents.docx
ZON2023-00045 MAPC Minutes.docx
2023-09-11 District Advisory Board 6 ZON2023-00045 Memo.pdf
Ordinance 52-275

14. ZON2023-00047 – Zone Change Request in the City from SF-5 Single-Family and TF-3 Two-Family to GC General Commercial, Subject to Protective Overlay #416, for Expansion of Existing Automotive Repair and Body Shop Facility, Located between North Hoover Avenue and Highway Interstate 235 (721 North Hoover). (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).
Agenda Report No. II-14.docx
ZON2023-00047 WCC Supporting Documents.docx
ZON2023-00047 MAPC Minutes.docx
2023-09-11 District Advisory Board 6 ZON2023-00047 Memo.pdf
Ordinance 52-276

II. CONSENT HOUSING AGENDA ITEMS - NONE

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

II. CONSENT AIRPORT AGENDA ITEMS

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

The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

15. Multi Business Service Corporation Supplemental Agreement No. 2 - Wichita Dwight D. Eisenhower National Airport

RECOMMENDED ACTION: Approve the Supplemental Agreement No. 2 and authorize the necessary signatures.
Agenda Report No. II-15.docx
MBS SA 2 20231003 Final.pdf

Wichita, Kansas
October 2, 2023
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES – BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Kim Pelton, Management Analyst, representing Public Works & Utilities, Jody Doyle, Administrative Aide II, representing Public Works & Utilities, Josh Lauber, Purchasing Manager, representing Purchasing, Trinh Bui, representing Department of Finance, and Jamie Buster, City Clerk present.

Minutes of the regular meeting dated September 25, 2023, were read and on motion approved.

Bids were opened September 22, 2023 and September 29, 2023, pursuant to advertisements published on:

Streets Improvements Collector Part B and Street Improvements Collector Phase 1 to serve the Courtyards at the Moorings Addition (472-2002-085819b/E2068) (472-2002-085820/E2069)

Defer to October 9, 2023

Random North Water Main Replacement – Phase C, north of Central, east of Hydraulic (448-2020-035007/W0034)

Defer to October 9, 2023

2023 OP3 CIP Bridge Expansion Joint Replacement, Douglas and Maple/Lewis (472-2023-085929/E2095)

Defer to October 9, 2023

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

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

PUBLIC WORKS & UTILITIES DEPARTMENT/STREET MAINTENANCE DIVISION: Snow Plow Blades, Nuts, and Bolts.

DMC Wear Parts, LLC * – Groups 1, 2, and 3
*See Exhibit B for Itemized Pricing in the Formal Bid Report

PUBLIC WORKS & UTILITIES DEPARTMENT/WATER PRODUCTION DIVISION: ICP-MS System.

Defer to October 9, 2023

PUBLIC WORKS & UTILITIES DEPARTMENT/ENGINEERING DIVISION: Demolition 3800 W. Pawnee.

Defer to October 9, 2023

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: John Deere Front Deck Mowers.

Prairie Land Partners, LLC * - $66,549.66
*Purchasing Utilizing Government Entities Contracts Ordinance No. 51-938 Section 2.64.020(j)

WICHITA FIRE DEPARTMENT: 2023 Ford Explorer PIU-Interior Lights.

Superior Emergency Response Vehicles * - $70,501.32
*Purchases Utilizing Sole Source of Supply Ordinance No. 51-938 Section 2.64.020(b)

INFORMATION TECHNOLOGY/INFORMATION SERVICES: Openscape Upgrade.

Atos IT Solutions and Service, Inc. * - $133,248.87
*Purchases Utilizing High Technology Items Ordinance No. 51-938 Section 2.64.020(g)

Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.
On motion, the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.
On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities

Jamie Buster, MPA, MMC
City Clerk

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

FORMAL BID REPORT **EXHIBIT A**

TO: Robert Layton, City Manager
DATE: October 2, 2023

ENGINEERING BIDS – PAUL GUNZELMAN, INTERIM CITY ENGINEER

September 29, 2023

Street Improve to serve Courtyards at Moorings Add – Public Works & Utilities Department/Engineering Division
Deferred to October 9, 2023

Random North Water Main Replacement Phase C – Public Works & Utilities Department /Engineering Division
Deferred to October 9, 2023

2023 OP3 CIP Bridge Expansion Joint Replacement – Public Works & Utilities Department/Engineering Division
Deferred to October 9, 2023

PURCHASING BIDS – JOSH LAUBER, PURCHASING MANAGER

September 22, 2023

Snow Plow Blades, Nuts, and Bolts – Public Works & Utilities Department/Street Maintenance Division
DMC Wear Parts LLC **Groups 1, 2, and 3**
(See Exhibit B for Itemized Pricing in the Formal Bid Report)

September 29, 2023

ICP-MS System – Public Works & Utilities Department/Water Production Division
Defer to October 9, 2023

Demolition 3800 W Pawnee – Public Works & Utilities Department/Engineering Division
Defer to October 9, 2023

John Deere Front Deck Mowers – Public Works & Utilities Department/Fleet Division
Prairie Land Partners, LLC **$66,549.66**
(Purchasing Utilizing Government Entities Contracts Ordinance No, 51-938 Section 2.64.020 (j))

2023 Ford Explorer PIU-Interior Lights – Wichita Fire Department
Superior Emergency Response Vehicles **$70,501.32**
(Purchases Utilizing Sole Source of Supply Ordinance No. 51-938 Section 2.64.020(b))

Openscape Upgrade – Information Tech/Information Services
Atos IT Solutions and Service Inc. **$133,248.87**
(Purchases Utilizing High Technology Items Ordinance No. 51-938 Section 2.64.020(g))

Jason Brogden
Josh L. Lauber
for **Purchasing Manager**

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 29, 2023

233275		Engineer's Construction Estimate	APAC - Kansas Inc	Conspec Inc d/b/a Kansas Paving	Prado
Street Improvements Collector Part B 472-2022-085819b E2068	Group 1		$668,181.75	$562,282.50	$594,435.35
Street Improvements Phase 1 472-2022-085820 E2069	Group 2		$893,818.00	$770,820.00	$799,922.00
Courtyards at the Moorings Additic	BID BOND				
	ADDENDA	2			
BID TOTAL		$0.00	1,561,999.75	1,333,102.50	1,394,357.35
		Engineer's Construction Estimate	Pearson Construction		
Street Improvements Collector Part B 472-2022-085819b E2068	Group 1		$601,392.50		
Street Improvements Phase 1 472-2022-085820 E2069	Group 2		$857,175.00		
15 (fifteen)	BID BOND				
	ADDENDA	2			
BID TOTAL		$0.00	1,458,567.50		
		Engineer's Construction Estimate			
Street Improvements Collector Part B 472-2022-085819b E2068	Group 1				
Street Improvements Phase 1 472-2022-085820 E2069	Group 2				
0.00	BID BOND				
	ADDENDA	2			
BID TOTAL		$0.00			
		Engineer's Construction Estimate			
Street Improvements Collector Part B 472-2022-085819b E2068	Group 1				
Street Improvements Phase 1 472-2022-085820 E2069	Group 2				
0.00	BID BOND				
	ADDENDA	2			
BID TOTAL		$0.00			
DEFERRED 1-WEEK					

CHECKED BY: _____
REVIEWED BY: _____

WATER BID TABULATION SUMMARY

BOARD OF BIDS - September 29, 2023

233276		Engineer's Construction Estimate	Mies Construction	Nowak Construction	
Random North Water Main Replacement - Phase C			$1,672,316.00	$2,079,932.00	
(Nof Central, E of Hydraulic)	BID BOND				
448-2020-035007	ADDENDA	1			
W0034					
		Engineer's Construction Estimate			
Random North Water Main Replacement - Phase C					
(Nof Central, E of Hydraulic)	BID BOND				
448-2020-035007	ADDENDA	1			
W0034					
		Engineer's Construction Estimate			
Random North Water Main Replacement - Phase C					
(Nof Central, E of Hydraulic)	BID BOND				
448-2020-035007	ADDENDA	1			
W0034					
		Engineer's Construction Estimate			
Random North Water Main Replacement - Phase C					
(Nof Central, E of Hydraulic)	BID BOND				
448-2020-035007	ADDENDA	1			
W0034					
DEFERRED 1 WEEK					

CHECKED BY: KP
REVIEWED BY: SP

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - September 29, 2023

233278		Engineer's Construction Estimate	Dondlinger & Sons	Prado	Wildcat
2023 OP3 CIP Bridge Expansion Joint Replacement	**BASE BID - Group 1**		$194,786.00	$184,000.00	$331,572.00
ADD ALT #1	**Group 2**		$120,000.00	$80,000.00	$73,000.00
ADD ALT #2	**Group 3**		$120,000.00	$80,000.00	$73,000.00
(Douglas & Maple/Lewis)	BID BOND				
472-2023-085929	ADDENDA	3			
E2095		$0.00	434,786.00	344,000.00	477,572.00
		Engineer's Construction Estimate			
2023 OP3 CIP Bridge Expansion Joint Replacement	**BASE BID - Group 1**				
ADD ALT #1	**Group 2**				
ADD ALT #2	**Group 3**				
(Douglas & Maple/Lewis)	BID BOND				
472-2023-085929	ADDENDA	3			
E2095		$0.00			
		Engineer's Construction Estimate			
2023 OP3 CIP Bridge Expansion Joint Replacement	**BASE BID - Group 1**				
ADD ALT #1	**Group 2**				
ADD ALT #2	**Group 3**				
(Douglas & Maple/Lewis)	BID BOND				
472-2023-085929	ADDENDA	3			
E2095		$0.00			
DEFERRED 1 WEEK					

CHECKED BY: HP
REVIEWED BY: EAP

BID TABULATION

BID NO: 233260

RFB - Snow Plow Blades, Nuts, and Bolts

BASIS OF AWARD			ITR AMERICA LLC			WEAR PARTS & EQUIPMENT CO INC		
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
5/8 x 4 Snow plow bolts, Grade 8 CMF - QTY 600 West Sub- QTY 350 Northeast - QTY 350	1,500.00	EA	$1.75000	$2,625.00	Black Cat Wear Parts	$0.90000	$1,350.00	Plow Bolts 4 Less
5/8 x 3 ½ Snow plow bolts, Grade 8 CMF - QTY 3,600 West Sub- QTY 1,350 Northeast - QTY 1,350	6,300.00	EA	$0.80000	$5,040.00		$0.80000	$5,040.00	
5/8 Nuts, Grade 8 CMF - QTY 4,300 West Sub - QTY 1,600 Northeast - QTY 1,600	7500	EA	0.3	2250		0.27	2025	
	Group 1 SubTotal		$2.85000	$9,915.00		$1.97000	$8,415.00	
Group 2								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Curb Guard : Curb Guard – Universal Curb Guard 5/8" X 8" X 9" Curve Manufactured of Carbon Steel. Punched to Standard Highway Punch Pattern with Three Rows of Holes. Punched and chamfered for 5/8" plow bolts. CMF - QTY 100 West Sub - QTY 100 Northeast - QTY 100	300.00	EA	$84.00000	$25,200.00		$96.00000	$28,800.00	Black Cat Wear Parts
	Group 2 SubTotal		$84.00000	$25,200.00		$96.00000	$28,800.00	
Group 3								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
10' Snow Plow Blades 120" (10') x 8" X ½" Hi Carbon Steel Cut for 5/8" Plow Bolts Standard Highway Punch Flat (Square Edge). CMF - QTY 350 West Sub - QTY 125 Northeast - QTY 125	600.00	EA	$132.50000	$79,500.00		$129.00000	$77,400.00	Black Cat Wear Parts
5' Snow Plow Blades 60" (5') x 8" X 5/8" Harden or Heat Treated Steel Counter Sunk Standard Highway Punch Flat (Square Edge). CMF QTY 700 West Sub - QTY 250 Northeast - QTY 250	1,200.00	EA	$101.50000	$121,800.00		$100.00000	$120,000.00	
	Group 3 SubTotal		$234.00000	$201,300.00		$229.00000	$197,400.00	
	Grand Total		$320.85000	$236,415.00		$326.87000	$234,615.00	

BID TABULATION

BID NO: 233260

RFB - Snow Plow Blades, Nuts, and Bolts

BASIS OF AWARD

Group 1			WELBORN SALES INC			WICHITA CONSTRUCTION & CONCRETE LLC		
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
5/8 x 4 Snow plow bolts. Grade 8 CMF - QTY 600 West Sub- QTY 350 Northwest - QTY 350	1,500.00	EA	$0.89000	$1,335.00	Black Oak Wear Parts & Plow Bolts 4 Less	$1.74570	$2,618.55	LIGHTNING BOLT PLWB010C056GR8PLPLOW 5/8-11 X 3-1/2" GRADE 8 DOME HEAD NO.3 PLOW BOLT 150,000 PSI, PLAIN
5/8 x 3 ½ Snow plow bolts. Grade 8 CMF - QTY 3,600 West Sub- QTY 1,350 Northwest - QTY 1,350	6,300.00	EA	$0.75000	$4,725.00		$1.51710	$9,557.73	LIGHTNING BOLT PLWB010C056GR8PLPLOW 5/8-11 X 3-1/2" GRADE 8 DOME HEAD NO.3 PLOW BOLT 150,000 PSI, PLAIN LIGHTNING BOLT PLWB010C056GR8PLPLOW 5/8-11 X 3-1/2" GRADE 8 DOME HEAD NO.3 PLOW BOLT 150,000 PSI, PLAIN HNSCGR8010C0002Y 5/8-11 SAE J995 FINISHED HEX NUT GRADE 8 ZINC YELLOW
5/8 Nuts. Grade 8 CMF - QTY 4,300 West Sub - QTY 1,600 Northwest - QTY 1,600	7,500.00	EA	$0.17000	$1,275.00		$0.26000	$1,950.00	
	Group 1 SubTotal		$1.81000	$7,335.00		$3.52280	$14,126.28	

Group 2								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Curb Guard ; Curb Guard – Universal Curb Guard 5/8" X 8" X 9' Curve Manufactured of Carbon Steel. Punched to Standard Highway Punch Pattern with Three Rows of Holes. Punched and chamfered for 5/8" plow bolts. CMF - QTY 100 West Sub - QTY 100 Northwest - QTY 100	300.00	EA	$77.35000	$23,205.00			$0.00	
	Group 2 SubTotal		$77.35000	$23,205.00				

Group 3								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
10' Snow Plow Blades 120" (10') x 6" X ½" Hi Carbon Steel Cut for 5/8" Plow Bolts Standard Highway Punch Flat (Square Edge). CMF - QTY 350 West Sub - QTY 125 Northwest - QTY 175	600.00	EA	$121.87000	$73,122.00			$0.00	LIGHTNING BOLT PLWB010C056GR8PLPLOW 5/8-11 X 3-1/2" GRADE 8 DOME HEAD NO.3 PLOW BOLT 150,000 PSI, PLAIN
5' Snow Plow Blades 60" (5') x 6" X 5/8" Harden or Heat Treated Steel Counter Sunk Standard Highway Punch Flat (Square Edge). CMF QTY 700 West Sub - QTY 250 Northwest - QTY 250	1,200.00	EA	$93.39000	$112,068.00			$0.00	
	Group 3 SubTotal		$215.26000	$185,190.00				
	Grand Total		$294.42000	$215,730.00		$3.52280	$14,126.28	

BID TABULATION

BID NO: 233260

RFB - Snow Plow Blades, Nuts, and Bolts

BASIS OF AWARD			VALK MANUFACTURING COMPANY			DMC WEAR PARTS LLC			DERRY COMPANIES INC		
Group 1											
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
5/8 x 4 Snow plow bolts. Grade 8 CMF - QTY 800 West Sub- QTY 350 Northeast - QTY 350	1,500.00	EA	$1.00000	$1,500.00	Valk	$0.85000	$1,275.00	Plow Bolts 4 Less Blades - Chemung Supply	$0.86000	$1,290.00	
5/8 x 3 ½ Snow plow bolts. Grade 8 CMF - QTY 3,600 West Sub- QTY 1,350 Northeast - QTY 1,350	6,300.00	EA	$0.86000	$5,418.00	Model:	$0.68000	$4,284.00		$0.74000	$4,662.00	
5/8 Nuts. Grade 8 CMF - QTY 4,300 West Sub - QTY 1,600 Northeast - QTY 1,600	7,500.00	EA	$0.19000	$1,425.00		$0.23000	$1,725.00		$0.19000	$1,425.00	
	Group 1 SubTotal		$2.05000	$8,343.00		$1.76000	$7,284.00		$1.79000	$7,377.00	
Group 2											
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
Curb Guard : Curb Guard – Universal Curb Guard 5/8" X 8" X 9" Curve Manufactured of Carbon Steel. Punched to Standard Highway Punch Pattern with Three Rows of Holes. Punched and chamfered for 5/8" plow bolts. CMF - QTY 100 West Sub - QTY 100 Northeast - QTY 100	300.00	EA	$58.79000	$17,637.00	Group 2: UCB HD-6-3	$43.50000	$13,050.00		$72.06000	$21,618.00	
	Group 2 SubTotal		$58.79000	$17,637.00		$43.50000	$13,050.00		$72.06000	$21,618.00	
Group 3											
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
10' Snow Plow Blades 120" (10') x 8" X ½"	600.00	EA	$121.00000	$72,600.00	Group 3: 58120SHPCT6K	$128.98000	$77,388.00		$131.96000	$79,176.00	
5' Snow Plow Blades 60" (5') x 8" X 5/8" Harden or Heat Treated Steel Counter Sunk Standard Highway Punch Flat (Square Edge). CMF QTY 700 West Sub - QTY 250 Northeast - QTY 250	1,200.00	EA	$81.80000	$98,160.00		$75.27000	$87,924.00		$92.72000	$111,264.00	
	Group 3 SubTotal		$202.80000	$170,760.00		$202.25000	$165,312.00		$224.68000	$190,440.00	
	Grand Total		$263.64000	$196,740.00		$247.51000	$185,646.00		$298.53000	$219,435.00	

Award 10/02/2023 Public Works & Utilities Department/Street Maintenance Division

BID TABULATION			
BID NO: 233255			
ICP-MS System			
BASIS OF AWARD		Agilent Technologies Inc.	Perkinelmer US LLC
Bid			
Description	Quantity	Sub Total	Sub Total
ICP-MS System as per specifications	1.00	$117,,465.35	$127,945.91

Defer to 10/09/2023 Itemized bids are currently unavailable at this time due to technical issues. This will be provided prior to a formal award recommendation

BID TABULATION								
BID NO: 233279								
Demolition 3800 W. Pawnee								
BASIS OF AWARD			H D MILLS AND SONS INC.	BRADBURN CORPORATION	Abba Construction LLC	Summit Ledge Homes	H Excavating LLC	Pearson Construction
Bid								
Description	Quantity	Unit	Sub Total	Sub Total	Sub Total	Sub Total	Sub Total	Sub Total
Group 1: Provide all material, labor, services, permits, haulage, and equipment for demolition 7600 sq foot, metal corrugated building Quonset hut as per specifications, including cutting and grinding big tree in front of building	1.00	EA	$12,270.00	$28,150.56	$52,474.19	$135,658.00	$14,000.00	$29,940.00
Group 2: Provide all material, labor, services, permits, haulage, and equipment for demolition of Martsolf building, 9756 sq feet, office/warehouse structure as per specifications	1.00	EA	$21,280.00	$52,046.56	$120,336.83	$165,722.00	$60,000.00	$51,680.00

Defer to 10/09/23. Itemized bids are currently unavailable at this time due to technical issues. This will be provided prior to a formal award recommendation.

October 2, 2023

Purchases Utilizing Government Entities Contracts

Cooperative Contracts and Agreements
Ordinance No. 51-938 Section 2.64.020 (j)

SUBJECT: Two (2) John Deer 1570 Front Deck Mowers

FOR A TOTAL OF $66,549.66

Department: Public Works & Utilities/Fleet Division

Vendor	Reference Authority	Cost
Prairieland Partners Sourcewell Grounds Maintenance 031121-DAC	Ordinance No. 51-938 Section 2.64.020 (j)	$66,549.66

October 2, 2023

Purchases Utilizing Sole Source of Supply

Ordinance No. 51-938 Section 2.64.020 (b)

SUBJECT: 2023 Ford Explorer PIU-Interior Lights

Qty 4 Vehicles
Professional installation various controllers and accessories to include lights, sirens, docking stations, antenna, modular cabinets, graphics, all brackets and wiring and connectors

FOR A TOTAL OF $70,501.32

Department: Wichita Fire Department

Vendor	Reference Authority	Cost
Superior Emergency Response Vehicles	Ordinance No. 35-856 Section 2 (b)	$70,501.32

October 2, 2023

Purchases Utilizing High Technology Items

Ordinance No. 51-938 Section 2.64.020 (g)

SUBJECT: Openscape Upgrade

HiPath 4000 V10 Upgrade and Openscape Contact Center V11 upgrade including ASC Neo Upgrade and Redeploying to new windows OS server for the City of Wichita. Initial Product & Services

FOR A TOTAL OF $133,248.87

High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. This is also a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
Atos IT Solutions and Service Inc.	Ordinance No. 51-938 Section 2 (g)	$133,248.87

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Change Order No. 2 for Northwest Water Facility Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the change order to the Design-Build agreement with Wichita Water Partners (WWP).

Background: The City Council approved a not-to-exceed agreement in the amount of $5,999,999 with WWP on February 12, 2019, for 30% design and further cost refinement of a Design-Build project for design and construction of the Northwest Water Facility (NWWF). On December 3, 2019, the City Council approved a Guaranteed Maximum Price (GMP) Phase Two amendment of $494,255,000 with WWP to complete the design and construction.

On February 15, 2022, the City Council approved Change Order No. 1 in the amount of $70,000 for modifications to restroom facilities.

Analysis: Change Order No. 2 is proposed with the following costs and justifications:

- **Permanent Piping for Water Disposal - $3,231,200 -** At the time of the GMP agreement, the City was still working with WWP on options for disposal of the water used for testing and commissioning the NWWF, as well as disposal of unusual or unsatisfactory water in the future. New piping from the NWWF over the levee into the Big Ditch needs to be constructed for this purpose.

- **Orthophosphate - $1,137,052 -** The Lead and Copper Rule Revision (LCRR) initiated by the Environmental Protection Agency will be in place by or near the end of construction. When the GMP agreement was executed it was not clear what provisions of the proposed rule revision would be implemented. It is now clear that addition of orthophosphate in the finished water will be a requirement of the LCRR for corrosion control in the City's distribution system and private plumbing.

- **Conversion of Existing 64" Pipeline - $344,652 -** The Project requires an existing 64-inch diameter pipeline to be converted from raw water conveyance to finished water, between the NWWF and Hess Pump Station (HPS). This includes reconstruction of air releases, inspection, pressure testing, cleaning, and disinfection to meet regulatory requirements and other standards. At the time of the GMP agreement, only reconstruction of the air releases for this pipeline was included in the scope of work.

- **Dechlorination System for Test Water - $302,297 -** The test water and future unusual or unsatisfactory water will at times contain chlorine that needs to be removed before discharge into the Big Ditch. This process is also necessary at HPS near the existing Main Water Treatment Plant (MWTP), although the size of the equipment makes transport impractical.

- **Allowance Items - ($3,259,552) -** There are eight allowance line items included in the project with a total value of $9,586,331. This allowance group was included at the time of executing the GMP agreement to account for known items without fully developed costs. These eight allowance items include: Furnishings, Laboratory, Security, Offsite Fiber, Building Permits, Landscaping, Emergency Crossover, and an Owner's Discretionary item. The final accounting of all allowance numbers, including a sharing of the labor costs, results in a net cost underrun.

- **Chemical Feed Redundancy - $0 –** City staff and the City's Owner's Advisor (Garver) found the WWP design did not meet the chemical redundancy goals and issued a Work Change Directive to proceed with redundancy in design and construction for Ferric Sulfate, LAS, Chlorine, and CO2 systems. The cost of this work was negotiated to no added cost to the City and is included to close out all claims related to this work.

The sum total for this Change Order No. 2 is $1,755,649. The sum total of all approved change orders is $1,825,649, which is less than 0.4% of the original contract amount~~s~~.

Financial Considerations: WWP's Phase One Agreement not-to-exceed amount is $5,999,999. The not-to-exceed amount of the Phase Two Amendment with WWP is $494,255,000. Change Order Number 1 was in the amount of $70,000. Change Order Number 2, in the amount of $1,755,649 will bring the total value of the agreement with WWP to $502,080,648.

Funding for the change order is available in the approved $553,187,535 NWWF Project budget.

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

Recommendations/Actions: It is recommended that the City Council approve the change order to the Design-Build Agreement with WWP and authorize the necessary signatures.

Attachment: Change Order No. 2 to the NWWF Design-Build Agreement.

Public Works & Utilities
CITY OF WICHITA

October 3, 2023
CHANGE ORDER

To: Wichita Water Partners Joint Venture

Project: NWWF

Change Order No.: 2
Purchase Order No.: PO22001310
CHARGE TO MUNIS NO.:

Project No.: 448-2019-003363
MUNIS No.: W9005
ORG: 54253019

This change order includes multiple work elements as described below. While each work element is a distinct scope of work, the overall change order is the result of ongoing negotiations intended to wrap up all known issues related to the project at the time of this change order. Additionally, this change order includes administrative conclusion of multiple Work Change Directives (WCD's).

Both parties agree the resolution and description of Work for each issue satisfy the requirements of the Contract Documents. This change order does not relieve either party of their responsibilities under the agreement, inclusive of this change order. These resolutions and work descriptions establish the Work to be performed and the Contract Price associated with that Work. Except where further changes are negotiated and/or the costs identified are allowed to vary based on the Work, neither party shall have any further claims for changes to the Work or changes to Contract Price arising out of or relating to the issues or changes listed.

The negotiated scope and cost for the extra work below is provided at a cost not to exceed $1,755,649, with no additional time added to the contract period. Contractor should expect approximately 3 weeks for approval.

Additional Work: **Permanent Piping for NWWF Plant Water Disposal per February 10, 2023 Work Change Directive**

Reason for Additional Work: At the time of the GMP agreement, the City was working with WWP on options for disposal of the water used for testing and commissioning the NWWF, as well as disposal of unusual or unsatisfactory water in the future. New permanent piping from the NWWF over the levee into the Big Ditch needs to be constructed for this purpose. The scope of work includes this subject permanent piping for future use. This change order memorializes the agreement for the scope of work as directed by the City via Work Change Directive issued on February 10, 2023 and the contract is amended pursuant to Article 11.01.A.2.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
1.	Additional Pipeline Constructed	Negotiated	1 LS	$3,231,200	$3,231,200

Additional Work: Orthophosphate per February 24, 2023 Work Change Directive

Reason for Additional Work: The Lead and Copper Rule Revision (LCRR) initiated by EPA will be in place by or near the end of construction. When the GMP agreement was executed, it was not clear what provisions of the proposed rule revision would be implemented. It is now clear that addition of orthophosphate in the finished water will be a requirement of the LCRR for corrosion control in the City's distribution system and private plumbing. Since this is a new rule which was not in place at the time nor included in the agreement, PWU staff and WWP negotiated for this to proceed as a Change Order. This change order memorializes the agreement for the scope of work and amends the contract pursuant to Article 11.01.A.2. as directed by the City via Work Change Directive issued on February 24, 2023, closing out all claims by WWP and the City of Wichita related to this work.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
2.	Orthophosphate	Negotiated	1 LS	$1,137,052	$1,137,052

Additional Work: 64" Conversion to Finished Water

Reason for Additional Work: The Project requires an existing 64" diameter pipeline to be converted from raw water conveyance to finished water, between the NWWF and HPS. This includes pressure testing, cleaning, and disinfection to meet KDHE requirements and other regulatory standards. At the time of the GMP agreement, only reconstruction of the air releases for this pipeline were included in the scope of work. This change order memorializes the agreement for the scope of work for WWP in working with existing City assets integrated into assets constructed by WWP. This scope is to meet the KDHE requirements of draining, flushing, inspection, pressure testing and disinfection to include: a. initial video investigation of the 64" pipe at the river crossing, b. labor and equipment for work directed by the City, c. all other work necessary to satisfy KDHE requirements related to the conversion of the pipeline. The City understands that WWP is not responsible for the condition of previously existing City assets but only for WWP's actions and Work to achieve the regulatory agency's requirements. The additional work will be compensated through negotiated Time & Material (T&M) allowances in accordance with the change order provisions of the contract. This work will be completed as directed by the City during low demand periods and the disinfection will completed as one of the last steps for substantial completion. As an allowance this amount may be adjusted through a future change order.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
3.	64" Conversion	Negotiated	1 LS	$344,652	$344,652

Additional Work: Dechlorination System for Test Water per February 10, 2023 Work Change Directive

Reason for Additional Work: The test water and future unusual or unsatisfactory water will contain chlorine that needs to be removed before discharge into the Big Ditch. This process is also necessary at Hess Pump Station (HPS) near the existing Main Water Treatment Plant (MWTP), although the size of the equipment makes transport impractical. This change order memorializes the agreement for the scope of work to include: a. mobilization, demobilization of equipment, b. 4 each 5000 gallon HDPE tanks, c. 4 each pumps and VFD's with enclosures plus hoses and hookup at the NWWTF outfall and a second similar system at the Hess Pump Station outfall for test water discharge. Materials will be turned over to the City upon completion of use. The additional work will be compensated through a not-to-exceed combination of lump sum and budgeted material allowance based on the below breakdown in accordance with the change order provisions of the contract. Any unused funding related to material allowances will be returned to the City. This change order also memorializes the agreement for the scope of work as directed by the City via Work Change Directive issued on February 10, 2023 and the contract is amended pursuant to Article 11.01.A.2.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
4.a.	Dichlorination Equipment Bonds, Overhead and Fees	Negotiated	1 LS	$293,646	$293,646
4.b.	Material Allowance Sodium Bisulfate	Negotiated	1 LS	$8,651	$8,651

Additional Work: Allowance Items Reconciliation

Reason for Additional Work: There are eight allowance line items included in the project with a total value of $9,586,331. This allowance group was included at the time of executing the GMP agreement to account for known items without fully developed costs and scope. These eight allowance items include: Furnishings, Laboratory, Security, Offsite Fiber, Building Permits, Landscaping, Emergency Crossover, and an Owner's Discretionary item. The final accounting of all allowance numbers, including a sharing of the labor costs, will result in a net cost underrun. This change order memorializes the reconciliation of the allowance line items finalized at this time. Any unused funding related to contingencies in Allowance Items will be returned to the City.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
5.	Allowance Underrun	Negotiated	1 LS	($3,259,552)	($3,259,552)

Additional Work: Chemical Feed Redundancy Piping per March 13, 2023 Work Change Directive

Reason for Additional Work: Following the discussion of this issue in January 2023, WWP received a follow-up Work Change Directive dated March 13, 2023, to proceed with the Level 2 redundancy design and construction for the Ferric Sulfate, LAS, Chlorine and CO2 systems. WWP had updated the design and begun procurement of equipment and materials. This change order memorializes the agreement for the scope of work, to include the redundant water lines which were not included at the time of the work change directive and amends the contract pursuant to Article 11.01.A.2. as directed by the City via Work Change Directive issued on February March 13, 2023, closing out all claims by WWP and the City of Wichita related to this work.

Line #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
6	Chem Feed Redundancy	Negotiated	1 LS	$0.00	$0.00

Budget Amount:	**$ 553,187,535**	**Current CO Amt.:**	**$1,755,649**
		Amt. of Previous CO's:	**$70,000**
Total Exp. & Encum. To Date:	**$ 527,073,241**		
		Total of All CO's:	**$1,825,649**
CO Amount:	**$1,755,649**	**Total CO % Original Contract Amt.:**	**0.4%**
Original Contract Amt.:	**$500,254,999**	**Adjusted Contract Amt.:**	**$502,080,648**

Recommended By:

8/30/2023

Bill Perkins Date
Utilities Capital Program Manager

Approved:

David Kinchen

Digitally signed by David Kinchen
DN: C=US, E=dkinchen@burnsmcd.com, O="Burns & McDonnell Engineering Company, Inc.", OU=Burns & McDonnell Construction, CN=David Kinchen
Date: 2023.08.29 16:07:57-05'00'

David Kinchen Date
Wichita Water Partners

Approved:

08/30/23

Gary Janzen, P.E. Date
Director of Public Works & Utilities

Approved:

9/1/23

Robert Layton Date
City Manager

Approved as to Form:

8-30-23

Jennifer Magana Date
City Attorney

Approved:

Brandon Whipple Date
Mayor

Attest:

Jamie Buster Date
City Clerk

Agenda Item No. VI-2

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Funding and Approval of Public Art Design for Pracht Wetlands Park Improvements Phase 3 (District V)

INITIATED BY: Department of Public Works & Utilities
Department of Park & Recreation

AGENDA: New Business

Recommendation: Approve the design and adopt the amending bonding resolution.

Background: From October 2016 through June 2023, the City Council approved an original design contract and four contract amendments with RDG Planning and Design for improvement to Pracht Wetlands Park. The project includes public art funding as allocated by the Design Council. Snider Studios completed the public art design for the project.

On July 5, 2023, the design concept was received and filed by the District V Advisory Board. On July 10, 2023, the design concept was unanimously approved by the Design Council. On September 11, 2023, the design concept was approved by the Board of Park Commissioners.

Analysis: The proposed design concept includes the extension of the existing southern elevated boardwalk and associated wildlife blind. The extension of the boardwalk terminates at a covered duck blind that pays homage to an original duck blind that the Pracht family used. The art components of this project are designed to evoke immersive feelings as one gets deeper into the park and closer to nature. Construction bidding is planned to occur later this year.

Financial Consideration: The existing budget of $235,000 for Phase 3 was approved by the City Council on June 20, 2023. The Adopted 2024-2033 Capital Improvement Program contains $1,500,000 for improvements and $200,000 for public art in 2023, for a total of $1,700,000 and is funded by General Obligation bonds. Staff recommends initiating the remaining $1,465,000 at this time for a total of $1,700,000.

Legal Consideration: The Law Department has reviewed and approved the amending bonding resolution as to form.

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

Attachment: Amending bonding resolution.

RESOLUTION NO. 23-399

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 23-274 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 23-274** of the City (the "Prior Resolution"), authorized the following described public improvements:

> **Labor, material, equipment, and expenditures necessary for the design, development, and regulatory requirements for improvements to Pracht Wetlands Park of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. Section 1 of the Prior Resolution is hereby amended to read as follows:

Section 1. **Amendment**. ***Sections 1 and 2*** **of Resolution No. 22-440** are hereby amended to read as follows:

> **Section 1**. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$1,700,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.
>
> **Section 2**. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **October 4, 2022**, to the extent of Bonds authorized under the original version of resolution **No. 22-440**, 60 days before **June 20, 2023,** to the extent of additional Bonds authorized under the original version of **Resolution No. 23-274** and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Repealer; Ratification**. ***Section 1*** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 3, 2023.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Jamie Buster, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. VI-3

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Downtown Restroom and Hydration Station Improvements (Districts I and VI)

INITIATED BY: Department of Park & Recreation
Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project budget and adopt the bonding resolution.

Background: On September 12, 2023, the City Council approved installation of new restrooms and hydration stations in various locations. The item included partial funding from the sale of land to the Hyatt Hotel. The City Council directed staff to utilize this funding for improvements to A. Price Woodard Park and to identify an alternate funding source for the restroom.

Analysis: New modern and durable restrooms would provide facilities that will be highly used during downtown events and by daily park visitors. The hydration stations will improve pedestrian experience by providing a place to get a drink of water and/or refill water bottles.

Restrooms will be provided at A. Price Woodard Jr. Memorial Park and Naftzger Parks. A hydration station will be installed at Naftzger Park and at Old Town Square. Two additional hydration stations will be installed in downtown Wichita at locations yet to be determined. Any remaining funding will be used to make updates to existing downtown restrooms and/or drinking fountains.

A revised bonding resolution has been included to provide an alternate funding source for the A. Price Woodard Park restroom. Park & Recreation items for 2023 Irrigation Systems and 2024 Athletic Field Renovation have been identified as projects where funding can be reallocated.

The 2023 Irrigation Systems project originally included improvements at OJ Watson Park to explore opportunities for using greywater infrastructure and irrigation of tree planting. These improvements will be postponed until 2025, when funding is next available.

The use of 2024 Athletic Field Renovation funds will have minimal impact due to the timing of projects starting in 2024, which are utilizing 2023 Athletic Field Renovation funding. City staff have identified all funded athletic field projects using all 2023 Athletic Field Renovation funds. The next round of projects will begin in 2024 with the remaining 2024 Athletic Field Renovation funding.

Financial Consideration: The Adopted 2024-2033 Capital Improvement Program (CIP) includes $435,000 for Park Restrooms and $150,000 for Athletic Field Renovation in 2024 and $100,000 in 2023 for Irrigation System Upgrade in the On-Going Projects section. At this time, staff recommends initiating the full amount of park restrooms, park irrigation and $95,310 from athletic field renovations for a total budget of $630,310, which is funded by General Obligation bonds. The aggregate total of $195,310 from the athletic field and irrigation funds will need to be replaced in the CIP in 2025.

Spaghetti Works Community Improvement District (CID), which started in 2018, provides a steady stream of funds to help maintain Naftzger Park. On average, the CID has generated $6,000 annually for park maintenance. The daily maintenance of the proposed restroom will match the schedule for existing

restrooms and have an estimated 260-day season. The estimated annual cost for maintenance is $10,400 each. The remaining costs for restroom maintenance will utilize operating funds.

Legal Consideration: The Law Department has reviewed and approved the bonding resolution as to form.

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

Attachment: Bonding Resolution.

RESOLUTION NO. 23-400

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

> **Labor, materials, and equipment necessary for the design, construction, and improvements of restrooms at A. Price Woodard Jr. Memorial Park and Naftzger Park and hydration station improvements within downtown Wichita. As funding allows, other improvements may be prioritized and developed. Funds may also be used at the discretion of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$630,310.00** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on October 3, 2023.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Jamie Buster, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Proposed Plan regarding Wichita Fire Department Emergency Medical Officers

INITIATED BY: City Council

AGENDA: New Business

Background: During the September 19, 2023, City Council Meeting, staff was directed to develop a plan for the City of Wichita's Emergency Medical Officers Pilot Program and to return this item to the City Council on October 3, 2023.

On September 27, 2023, the Wichita Fire Department, and the International Association of Fire Fighters (IAFF) Local 135 Leadership met to discuss and reach an understanding regarding the basic principles of this plan.

Analysis: Additional time is required for IAFF leadership and Fire Administration to finalize the program principles that were discussed at the September 27 meeting.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council defer this item.

Agenda Item No. VII-1

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: ZON2023-00046 - Zone change request in the City from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District and LC Limited Commercial District for Residential and Commercial Development, Generally Located on the Southwest Corner of 53rd Street North and Seneca Street (5355 North Seneca St.). (District VI)

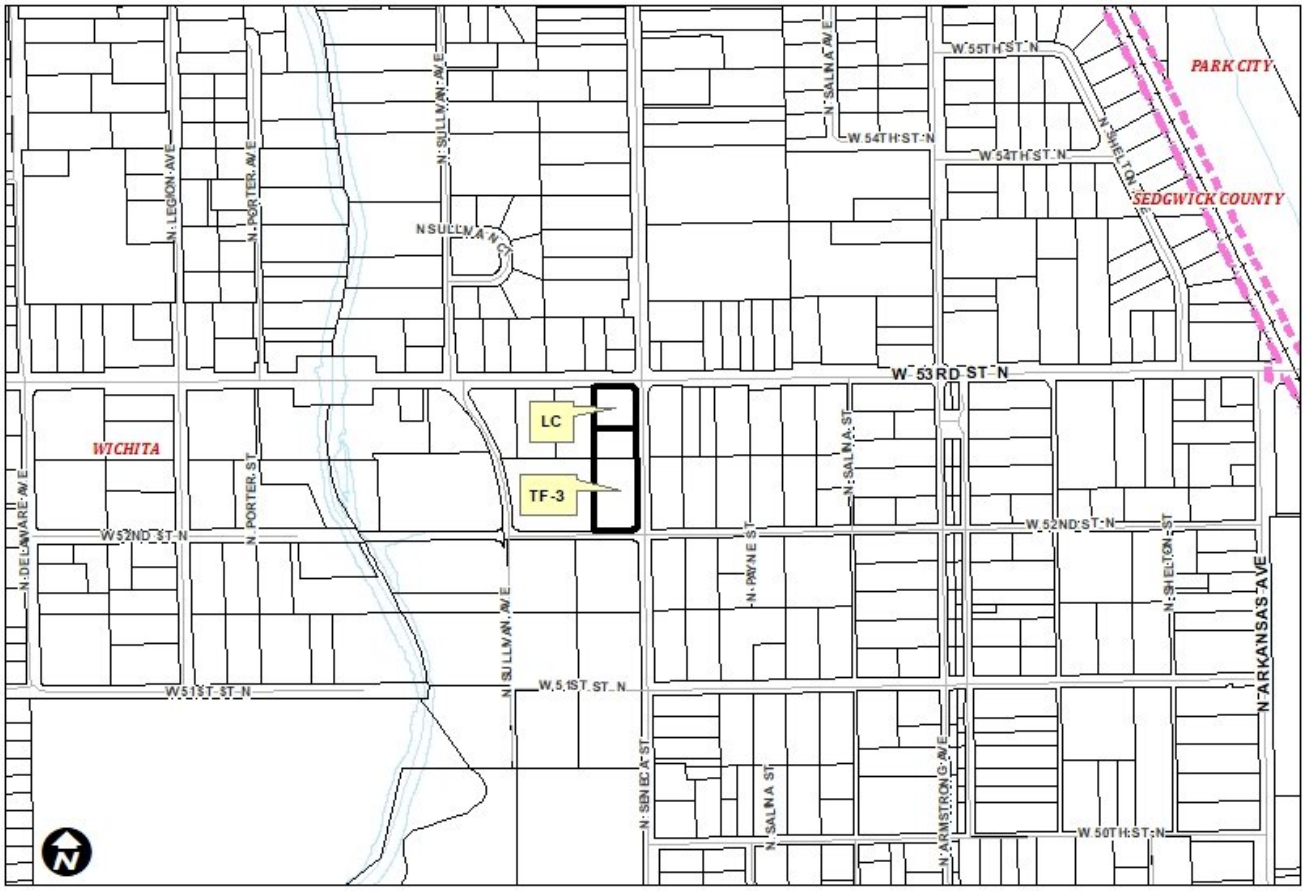
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (11-0)

MAPD Staff Recommendations: Approve

DAB VI Recommendations: Approve (6-0).



Background: The applicant is requesting TF-3 Two-Family Residential and LC Limited Commercial zoning on the approximately 2.6 acres of undeveloped SF-5 Single-Family Residential District zoned property located on the southwest corner of West 53rd Street North and North Seneca Street (5355 North Seneca St.). The applicant proposes to develop three duplexes on approximately 1.86 acres and unspecified commercial development on 0.74 acres of the subject site.

The undeveloped subject site is currently vacant. The abutting north, northeast, and east are LC Limited Commercial zoned properties. Properties to the north have a vehicle repair shop and warehouses built on them, and on the east is a vacant strip mall. The subject site also abuts an SF-5 Single Family Residential District to the east, developed with a church and single-family dwelling. To the west and south, the property abuts the SF-5 Single Family Residential District. The lots to the northwest are developed with single-family dwellings and the rest of the west side of the subject site abuts to a park.

The site plan does not show any screening or landscaping. The portion of the site proposed for LC Limited Commercial zoning needs to comply with the screening and landscaping requirements of Section IV-B.2 of the Unified Zoning Code (UZC) and Section 28.06.040 of the Landscape Code. A solid screening fence and a landscape buffer are required along the west and south property lines of the proposed LC Limited Commercial zoning because it abuts SF-5 Single-Family Residential District zoning. A landscaped street yard and parking lot screening are required along West 53rd Street because it is an arterial street. Those landscaping elements are not required along North Seneca Street because it is a local street at this location and the property on the east side of North Seneca Street is zoned commercially.

Because the proposed LC Limited Commercial zoning area abuts property zoned residentially, compatibility setback and height standards shall apply to this site, and any future development shall be in accordance with Sections IV-C.4 and IV-C.5 of the UZC.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval of the application (11-0) per staff comments. There was one member of the public who spoke in opposition at the MAPC meeting, with concerns that duplex development on the subject site would be a misfit with the character of the neighborhood which is essentially single-family residential.

On September 11, 2023, District Advisory Board (DAB) VI reviewed the request and recommended approval (6-0). Multiple members of the public spoke in opposition at the DAB VI meeting, citing concerns over the duplex development being a misfit in the single-family residential neighborhood.

Valid protest petitions have been received for the requested zoning change. It is 38.84% of the total real property within 350 feet of the subject site notified of the proposed action.

The request can be approved with a super-majority vote (six of seven votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

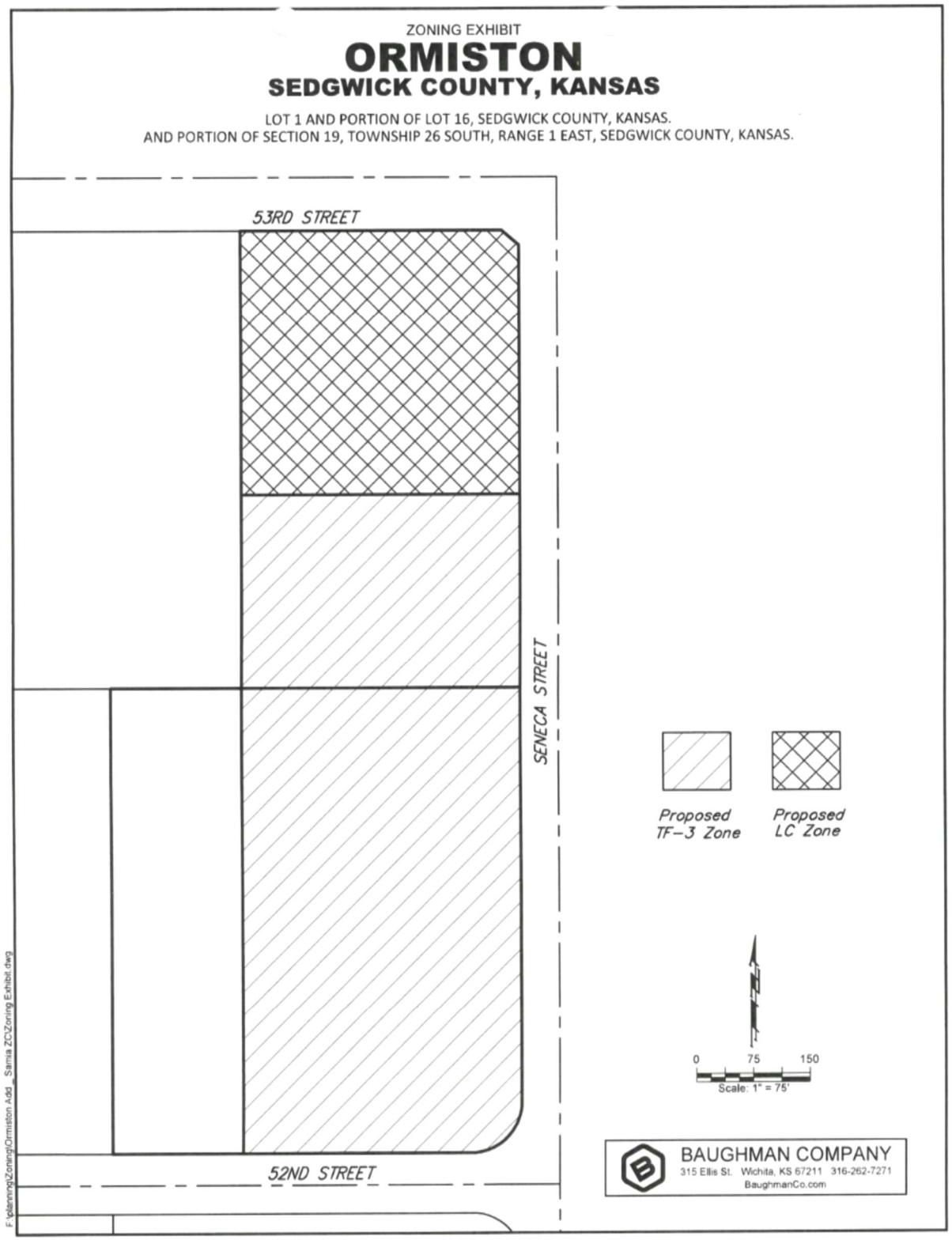
Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 6 of 7 votes).

Alternatives:
1) Deny the zone change (requires 5 of 7 votes); or
2) Return the case to MAPC for additional consideration (requires 4 of 7 votes)

Attachments:

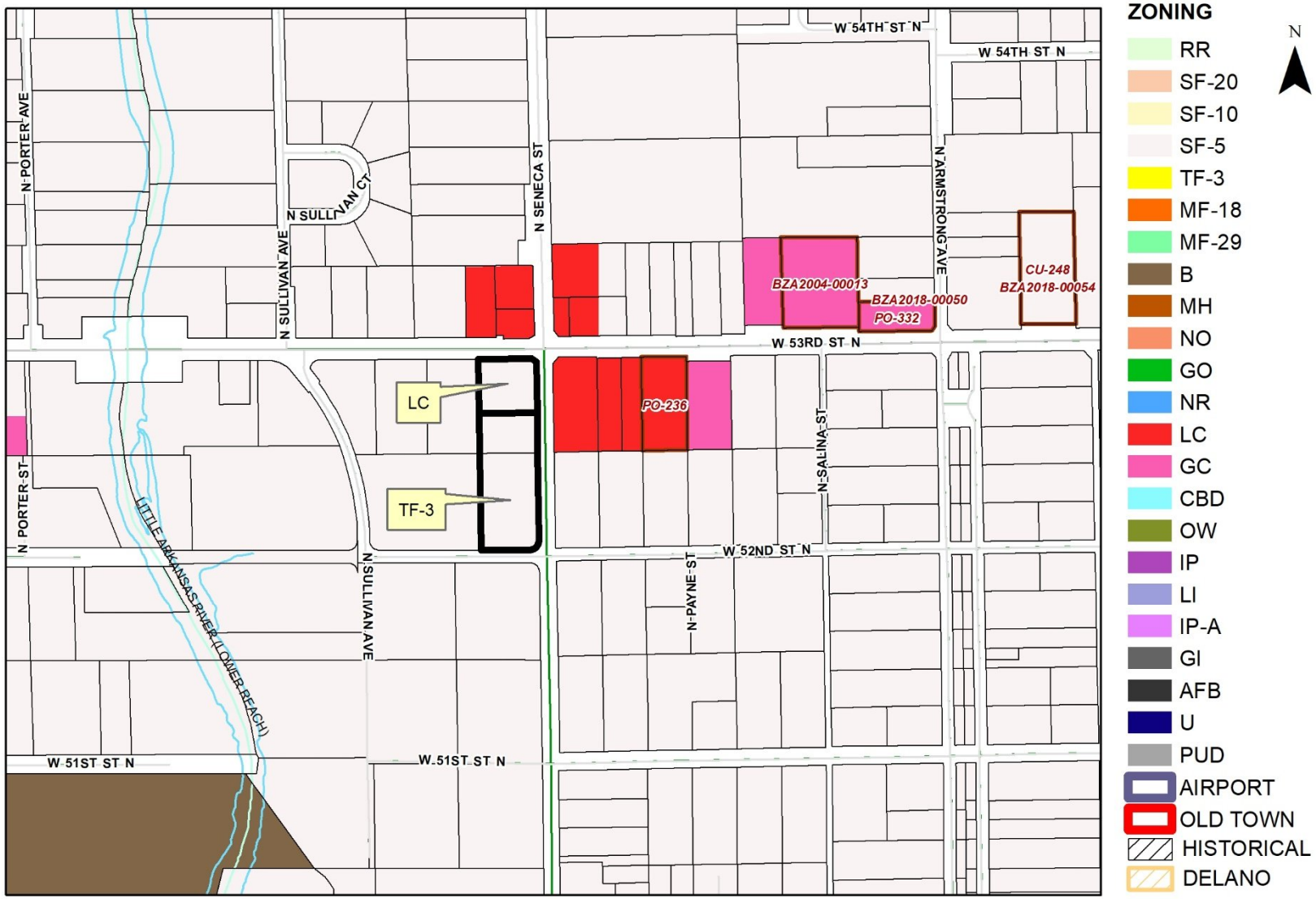
1. Preliminary Site Plan
2. Aerial Map
3. Zoning Map
4. 2035 Future Growth Concept Map
5. Site Pictures
6. Protest Map
7. MAPC Minutes
8. DAB II Report
9. Ordinance

Attachment 1 : Site Plan



Attachment 2 Aerial Map

Attachment 4: Zoning Map



- 2035 Wichita Future Growth Map

2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

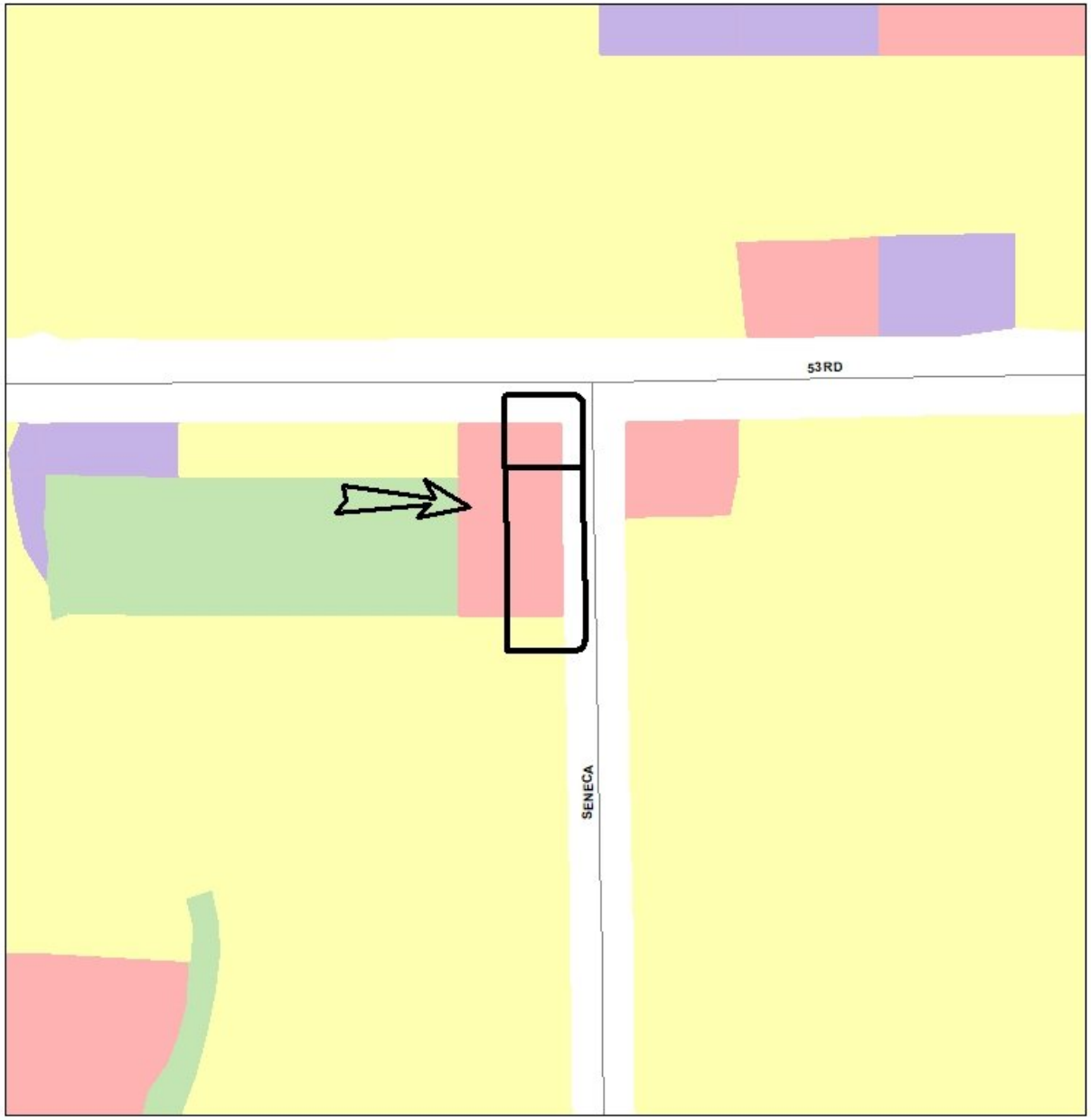
Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N



Attachment 5. Site Photos

Looking from north-east towards the site

Looking from North away from the site

Looking from northeast away from the site

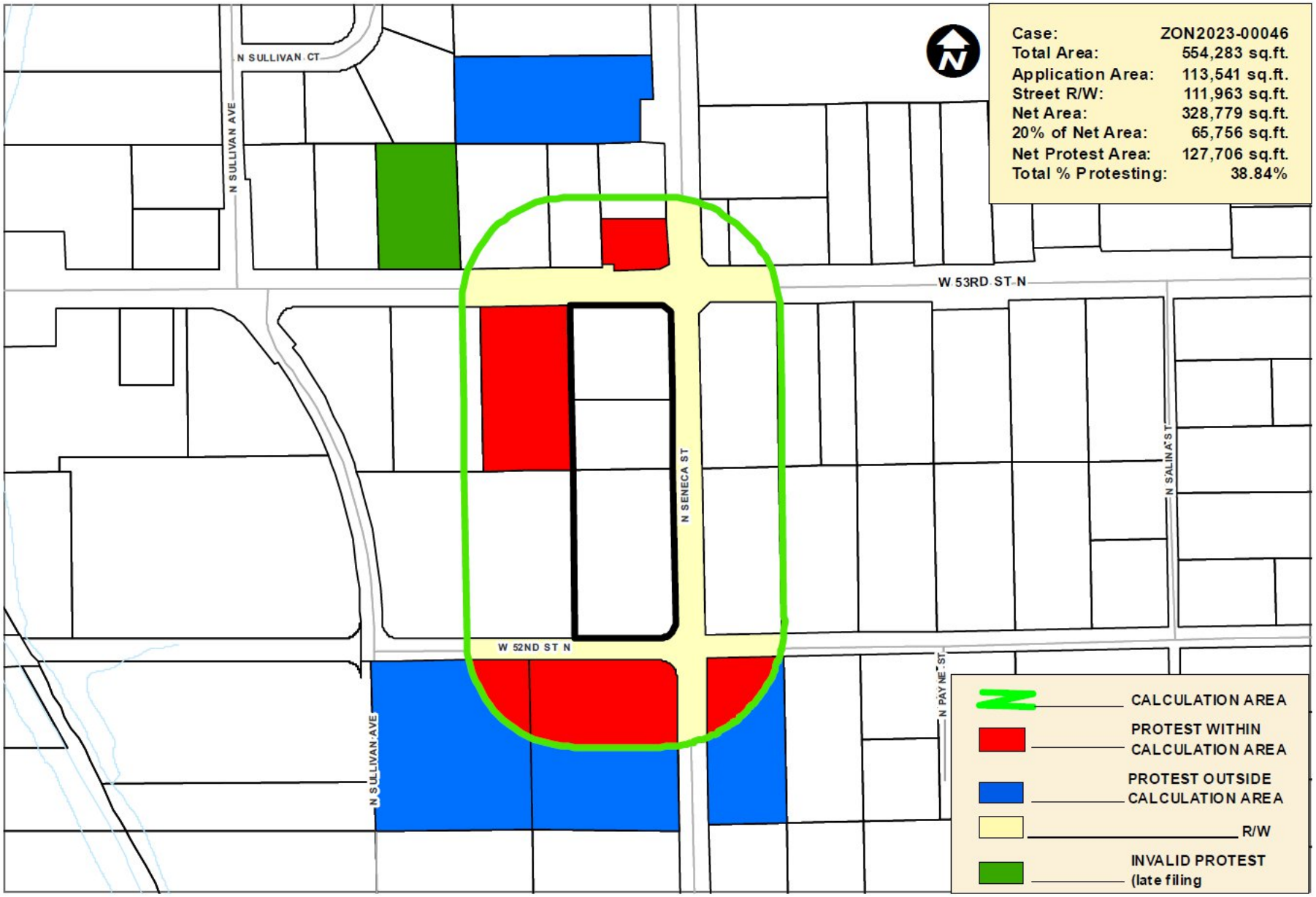
Looking from north towards from the site

Looking from southeast away from the site

Looking from the south towards the site

Looking at the park abutting in west of the site

Attachment 6. Protest Map



4.7 ZON2023-00046: Zone change request in the City from SF-5 Single-Family Residential District to TF-3 Two-Family Residential District and LC Limited Commercial District for residential and commercial development; generally located on the southwest corner of 53rd Street North and Seneca Street (5355 North Seneca St.)

Lot 1, in Ormiston Addition, Sedgwick County, Kansas;
TOGETHER WITH:
The East 183.71 feet of Lot 16, in Ormiston Addition, Sedgwick County, Kansas;
TOGETHER WITH:
The North 208.71 feet of the East 208.71 feet of the Northeast Quarter of Section 19, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting TF-3 Two-Family Residential and LC Limited Commercial zoning on the approximately 2.6 acres of undeveloped SF-5 Single-Family Residential zoned property located on the southwest corner of West 53rd Street North and North Seneca Street (5355 North Seneca St.). The applicant proposes to develop 3 duplexes on approximately 1.86 -acres and unspecified commercial development on 0.74 acres of the subject site.

The undeveloped subject site is currently vacant. The abutting north, northeast, and east are LC Limited Commercial zoned properties. Properties to the north have a vehicle repair shop and warehouses built on them, and on the east is a vacant strip mall. The subject site also abuts an SF-5 Single Family Residential District to the east, developed with a church and single-family dwelling. To the west and south, the property abuts the SF-5 Single Family Residential District. The lots to the northwest are developed with single family dwellings and the rest of the west side of the subject site abuts to a park.

The site plan does not show any screening or landscaping. The portion of the site proposed for LC zoning needs to comply with the screening and landscaping requirements of Section IV-B.2 of the Unified Zoning Code (UZC) and Section 28.06.040 of the Landscape Code. A solid screening fence and a landscape buffer are required along the west and south property lines of the proposed LC zoning because it abuts SF-5 Single-Family Residential zoning. A landscaped street yard and parking lot screening are required along West 53rd Street because it is an arterial street. Those landscaping elements are not required along North Seneca Street because it is a local street at this location and the property on the east side of North Seneca Street is zoned commercially.

Because the proposed LC zoning area abuts property zoned residentially, compatibility setback and height standards shall apply to this site, and any future development shall be in accordance with Sections IV-C.4 and IV-C.5 of the UZC.

CASE HISTORY: Of the three zoning lots that consist of the subject site, the zoning lot to the north is unplatted, the other two have been platted under Ormiston Addition in 1925. There have been no previous zoning cases on this site.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Vehicle Repair Shop & Warehouse Storage
SOUTH:	SF-5	Single-family Residence
EAST:	LC, SF-5	Vacant Strip Mall, Single-family Residence, Church
WEST:	SF-5	Single-family residence, Park

PUBLIC SERVICES: The north lot of the site, being the corner lot has direct access to both West 53rd Street North and North Seneca Street. The other two lots to the south have direct access to North Seneca

Street. West 53rd Street North is a paved, four-lane arterial street with sidewalks on both sides. At this location, North Seneca Street is a paved, two-lane local street with no sidewalks. The intersection has a pedestrian crossing. Municipal water is available. The site does not have access to municipal sanitary sewer. Development can be permitted with on-site sewer systems if installed in accordance with all applicable regulations.

CONFORMANCE TO PLANS/POLICIES: The proposed TF-3 duplex zoning is new to the area but conforms to the Wichita-Sedgwick County Comprehensive Plan. The Plan's Future Growth Concept map depicts the subject site and the area it is located in as "Commercial". This designation "Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to and potentially mixed with Residential Uses." The Unified Zoning Code UZC considers duplex development in the City as moderate density development; Sec.III-B.6.a.

The proposed LC zoning site also conforms to the Comprehensive Plan's designation of "Commercial." The applicant has not specified the commercial use for this section of the site, which is a corner lot of approximately 0.74 acres located at the southwest corner of West 53rd Street North and North Seneca Street arterial intersection. The proposed LC site's location at the corner of the arterial intersection with the pedestrian crossing is preferable to locating single-family residential or duplexes at this location. Pedestrian access to and from the proposed TF-3 portion of the site to the proposed LC portion of the site is encouraged.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the requested TF-3 and LC zoning.

The recommendation is based on the following findings.

1. **The zoning uses and character of the neighborhood:** Properties to the north are zoned LC Limited Commercial and developed with a Vehicle Repair Shop and Warehouse Storage. Properties to the west are zoned SF-5 and developed with single-family dwellings and a public park. Properties to the east are zoned LC (developed with a vacant strip mall) and SF-5 (developed with a church). Property to the south is zoned SF-5 and is developed with single-family residential development.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject site is zoned SF-5 Single-Family Residential District and is suitable for single-family residential development in addition to a limited number of civic uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** A change of zoning to TF-3 Two-Family Residential District and LC Limited Commercial would allow all uses permitted in the TF-3 District and Limited Commercial on the respective portions of the site. Approval of the request should not detrimentally impact nearby property owners as LC zoning and uses already exist in the subject area. The proposed 0.74 acres of LC zoning located on the southwest corner of 53rd Street North and Seneca Street intersection is more preferable than locating single-family residential or duplexes at this location. The LC zoned property's impact on the abutting single-family and proposed duplexes will be lessen by the prosed Protective Overlay and the required screening, landscaping and compatibility standards for setbacks and height.

4. **Length of time the property has been vacant as currently zoned:** The property has been vacant since around 2014 as per the aerial map of the subsequent year shows.

5. **Relative gain to the public health, safety, and welfare as compared to the loss in value or**

hardship imposed upon the applicant: Approval would permit higher intensity uses to be developed on the site in the form of commercial uses at the corner and moderate density housing on the remainder of the site. The proposed types of development are not out of character with the area and it they are not anticipated to have negative impacts on public health, safety, or welfare. Denial may represent economic loss to the applicant.

6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:**
    a. It is the staff's opinion that the proposed TF-3 and LC zoning are in conformance with the Comprehensive Plan's designation.

7. **Impact of the proposed development on community facilities:** . Staff does not anticipate significant negative impacts to community facilities.

8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff received one phone call to get more details about the case. No comments in opposition were received.

MOUMITA KUNDU, PLANNING STAFF: Presented the staff report.

MCKAY: Between the park area on the west of the apartments (inaudible) required a fence be put in there between the two?

KUNDU: As this is a residential zoning, they don't need any screening between the park and the TF-3.

MCKAY: I understand that, but it's a park.

KUNDU: Yes, and it doesn't need any screening between the park and the residential zoning, so the park will be abutting the TF-3 zoning, which is a residential zoning, and it doesn't need any additional screening to it.

NICKS: We refer to a park, the park – is it a City owned park?

KUNDU: Further to the west, there's the Riverview Park, if I remember the name correctly, but this strip of land that which abuts the property, it's owned by the City, but it's not part of the Riverview Park, but it has been used as part of the park.

NICKS: But the park itself, is it owned by the City?

KUNDU: Yes.

FOX: And it's not activated – in other words there's not a lot of park equipment or…?

KUNDU: The park abutting immediately to the TF-3 zone is not specified to be a part of that City park.

ALDRICH: Local residents actually use that for…

JOHN SULLIVAN, 5240 NORTH SULLIVAN ROAD, WICHITA: It has soccer fields and basketball courts.

ALDRICH: And there is a fence that's an old fence, I guess when it was a school, but there is a fence that's

up between the property utilizing it as a park even though it's not a park and the TF-3 property.

SCOTT WADLE, PLANNING DIRECTOR: I think I can shed a little bit of light. I think everyone who's discussed so far is correct – this is a little of an awkward situation. But in GIS, as Moumita has alluded to, the subject site immediately abuts a City-owned property. In GIS, the western three-fourths of that property is identified as a park, it has the green overlay on it. The one small strip about a quarter of that park immediately abutting this property, is not identified as a park but is owned by the City. Now, that could simply be a matter of again GIS and mapping not being in sync with how it's used, but that's how it's showing up, so she is accurately describing it, however, I believe it's also being accurately described in terms of how it's getting used.

ALDRICH: Does that fall under when the Park Board used to have their own authority on the park before it got taken away from them years ago?

WADLE: That depends on who is listed as the owner. If the owner of the property is listed as the Board of Park Commissioners, then it was owned prior to the City kind of merging the Park Board into the City of Wichita. In this case, I am seeing that the owner is listed as the City of Wichita, so no, it doesn't appear to have been that way.

KUNDU: As far as my conversation with the Parks Department, they were acquired at different timings so that's why they show different parcels, but they are used as a part of the park currently, but they are not shown in GIS as of yet as the same park.

FOX: So, it does sound like another GIS update, potentially.

PHIL MEYER, BAUGHMAN COMPANY, 315 ELLIS, WICHITA, AGENT: The applicant with me today is Joe Samia, who's a contract purchaser planning to develop this site. This property we're looking at doing three duplex units, one commercial building. I'm going to say three to five thousand square feet. Joe tells me it's going to be five thousand square feet. I don't doubt that, but we also know none of this property has sanitary service so everything's got to be dealt with on site. Before he put this under contract, he met with Tim Wagner, MABCD, went over the sewer system that was necessary for the duplexes – that's why I tell you we're going to have three because that's all we can fit on there, and then the commercial, his intent is to run one of his smaller construction companies out of that. It will be an office and construction material inside the building, one restroom, kitchenette, sink, not a lot of sewage, and we understand the restrictions that come with on-site. So, my comment to the Planning Commission is, this property and Limited Commercial is going to be very limited in what can actually develop there because the onsite sewer system will determine the intensity of commercial that can happen on this property and it will not be very intense commercial until sewer comes at a later date, if and when it does.

ALDRICH: On the LC portion, will there be any outdoor storage?

MEYER: There will be a little bit but LC, you're limited to how much, and so he may not have any plans to put any out there, but in Limited Commercial, I think you're limited to, I want to say, 5%, but you cannot have very much stuff store outside.

NICKS: So, at some point in time we had sewer there, right? It's just been abandoned.

MEYER: No, that is an old 259 school and I don't know, I assume, it had an on-site sewer system. There are no homes out here or no commercial buildings that have sewer.

NICKS: When it was a school, there was no on-site sewer?

MEYER: Had to have on-site sewer system.

NICKS: Had to, yeah. What happened to it?

FOX: Has to have on-site sewer, none existing.

JOHN SULLIVAN, 5240 NORTH SULLIVAN ROAD, WICHITA: I live southwest of the lot. That area is not a dual or duplex area, it's not a multi-family area, that's all single-family units. I don't think that rezoning it to multi-family is really the purpose of that community. It's kind of changing I guess the general vibe of that area, especially when it backs up to an open field like that, it's not something that I think a lot of people are going to feel comfortable using if all of a sudden there's a couple duplexes right there with no barrier or anything like that. I know my neighbors, a few of them, didn't get any notification about this rezoning, it seems I'm the only one. I'm not really sure – to me it feels like it's being shoved through a little bit.

NICKS: What was his address?

SULLIVAN: 5240 North Sullivan.

FOX: Can we point to where that would be on this map?

SULLIVAN: The two-acre lot just south of that open field.

FOX: So, is that within the notification area? You did receive notification but you're saying some of your neighbors did not, is that accurate?

SULLIVAN: Yes.

FOX: And are you aware of the District Advisory Board meetings that are held where these items are also heard?

SULLIVAN: No.

FOX: Okay, we'll make sure that we get that information to you as well.

MCKAY: About the notification – if you'll where he's at, it's a large lot. Some of these are acreage lots to the south of there, all down Sullivan back into the river, so that explains why some might've not got the notification.

SULLIVAN: Almost all of these are acreage lots in this area.

FOX: Philip, will you speak to the notification process for this project?

PHILIP ZEVENBERGEN, CURRENT PLANS DIVISION MANAGER: Yes, I did a brief analysis buffer. It would have been a 350-foot radius because it is over one acre, and with a 350-foot radius, Mr. Sullivan's property is noticed, but based on the size of those properties to the south and southwest, the 350-foot buffer likely did not notify properties south of his. His property and the one at 52nd and Seneca, directly south of the property, were in the notification area, but the properties south of those likely did not due to the size of the properties.

FOX: And then the other consideration would be if any of those single-family homes is a rental then the notification would have gone to an owner, not the occupant, so that might be the other situation there.

MEYER: I did verify the ownership list while we were talking, it was 350-foot radius that was swung around there. I see one or two addresses that are not local so that's as far as I can go on answering that. I do think the duplexes at this location will fit in. I know it's a change because it's been an open field. It looks like part of the park but it's been in private ownership. It's never been part of the park system. The contract purchaser did let me know that he intends to fence the rear of the property line, so FYI to Planning Commissioners who are asking that, he does intend to fence that line himself.

B. JOHNSON: I move to approve per staff comments with the agreement the owner has established that he's going to put a fence around it.

WARREN seconded the motion.

SCOTT WADLE, PLANNING DIRECTOR: Just a quick clarification on that one. When you mention agreement, Mr. Johnson, is your desire to have a requirement as part of the zoning that the fence would be installed, or is it just that you are stating that it's your understanding and you hope that they put in the fence?

B. JOHNSON: The ladder.

FOX: So we're noting that the applicant is planning to put the fence so that we've addressed that.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **WARREN** seconded the motion, and it carried (11-0).

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2023-00046

Date: September 20, 2023

The Metropolitan Area Planning Department presented this case for consideration by the District 6 Advisory Board. The applicant is requesting TF-3 Two-Family Residential and LC Limited Commercial zoning on the approximately 2.6 acres of undeveloped SF-5 Single-Family Residential zoned property located on the southwest corner of West 53rd Street North and North Seneca Street (5355 North Seneca St.). The applicant proposes to develop 3 duplexes on approximately 1.86 -acres and unspecified commercial development on 0.74 acres of the subject site.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the requested TF-3 and LC zoning.

The recommendation is based on the following findings.

1. The zoning uses and character of the neighborhood: Properties to the north are zoned LC Limited Commercial and developed with a Vehicle Repair Shop and Warehouse Storage. Properties to the west are zoned SF-5 and developed with single-family dwellings and a public park. Properties to the east are zoned LC (developed with a vacant strip mall) and SF-5 (developed with a church). Property to the south is zoned SF-5 and is developed with single-family residential development.

2.The suitability of the subject property for the uses to which it has been restricted: The subject site is zoned SF-5 Single-Family Residential District and is suitable for single-family residential development in addition to a limited number of civic uses.

3.Extent to which removal of the restrictions will detrimentally affect nearby property: A change of zoning to TF-3 Two-Family Residential District and LC Limited Commercial would allow all uses permitted in the TF-3 District and Limited Commercial on the respective portions of the site. Approval of the request should not detrimentally impact nearby property owners as LC zoning and uses already exist in the subject area. The proposed 0.74 acres of LC zoning located on the southwest corner of 53rd Street North and Seneca Street intersection is more preferable than locating single-family residential or duplexes at this location. The LC zoned property's impact on the abutting single-family and proposed duplexes will be lessen by the prosed Protective Overlay and the required screening, landscaping and compatibility standards for setbacks and height.

4.Length of time the property has been vacant as currently zoned: The property has been vacant since around 2014 as per the aerial map of the subsequent year shows.

5. Relative gain to the public health, safety, and welfare as compared to the loss in value or hardship imposed upon the applicant: Approval would permit higher intensity uses to be developed on the site in the form of commercial uses at the corner and moderate density housing on the remainder of the site. The proposed types of development are not out of character with the area and it they are not anticipated to have negative impacts on public health, safety, or welfare. Denial may represent economic loss to the applicant.

6.Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: It is the staff's opinion that the proposed TF-3 and LC zoning are in conformance with the Comprehensive Plan's designation.

7.Impact of the proposed development on community facilities: . Staff does not anticipate significant negative impacts to community facilities.

8.Opposition or support of neighborhood residents: At the time the staff report was prepared, staff received one phone call to get more details about the case. No comments in opposition were received.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by MAPD, DAB and members of made the following comments:

DAB (Q): Are they not going to access city water?

Staff (A): They have city water, they don't have access to city sewer as there are no sewer lines.

DAB (Q): Were protests from residents due to the commercial zoning or the multifamily zone change?

Staff (A): When a protest is filed it doesn't have to provide a reason.

DAB (Q): Is there any screening requirements?

Staff (A): There is no screening requirements with TF-3 next to residential. The screening is required along the west property line of the limited commercial.

DAB (Q): Is the requests to have unspecified commercial development to leave options open?

Staff (A): Yes, based on context, the other three limited commercial sites do not have any restrictions.

DAB (Q): Is there a park to the west of the property.

Staff (A): It's property owned by the City of Wichita.

Phil Meyer, Agent for the applicant (C): We understand the limitation on sewer. When we developed the commercial site, it will have one restroom and one sink. We can only do three duplexes, and plan to fence the West property line. There is going to be a lot of open space with

each one of these three lots.

DAB (Q): Regarding the design compatibility, what do you anticipate is going to come up here as far as roof?

Agent for the applicant (A): It's not going to be the single pitch two story duplex standard. This is going to have more of a residential character.

Several residents expressed their opposition. The primary concerns raised included: Violation of Golden Rule #1, the proposed zoning being out of character with the neighborhood, lack of sewer and the use of a septic system for multifamily, increased density in the area, property with weeds and illegal dumping, residents do not want another LC onsite, accidents and traffic concerns at the intersection of 53rd and Seneca, stormwater, lack of public parks in the area, the possibility of outdoor storage for construction equipment or materials. Additionally, a resident requested the applicant to install an eight-foot wooden fence on the property line that is adjacent to their property.

DAB (Q): I don't see how population density in this neighborhood would be affected or bring extra traffic. This development would solve the issue of having overgrown grass and an empty lot that's not being taken care of.

DAB (Q): Would a permeability tests provide a result that indicates that septic system would be viable for three duplex units?

Staff (A): During the permitting process, they will have to go through the steps of providing adequate on-site sewer.

Agent for the applicant (C): Based on the zoning district, under LC most storage will be inside.

DAB (Q): What is the process to have a traffic study done on that intersection? I don't think that this project is necessarily going to contribute heavily to that but if there's already heavy traffic there, what can the citizens and residents in this area do to start the process to have that looked at?

Staff (A) Residents can reach out to their Council Member and Public Works.

DAB (C): I feel like what's built into the construction process answers a lot of the concerns especially about the septic system.

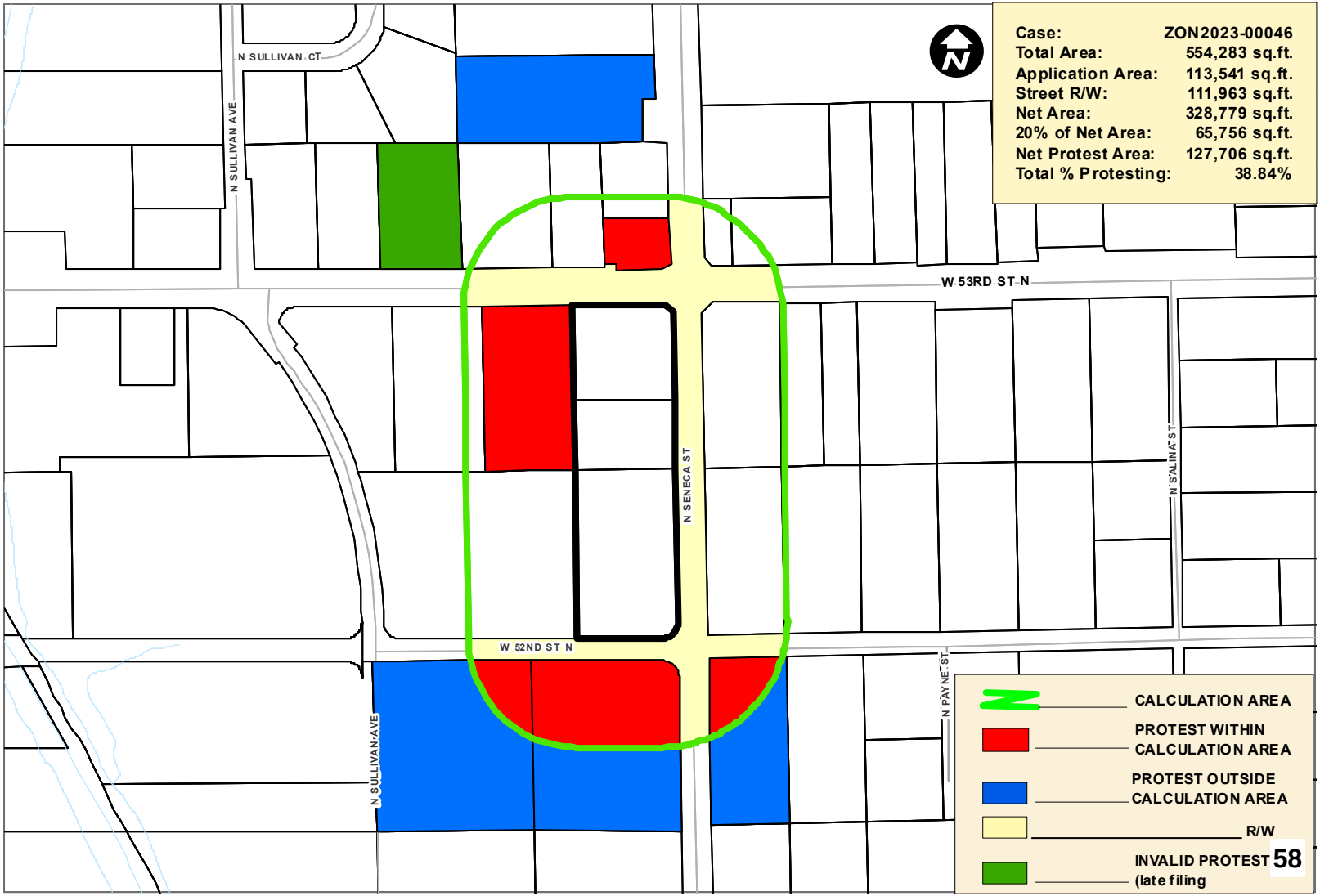
No further questions from the public or agent, the discussion returned to the DAB for a motion.

Action Taken: Javan Gonzalez made a motion to **APPROVE** staff's recommendation. The motion was seconded by Lisa Tatum.

MOTION APPROVED 4-2

Respectfully submitted,

Ana Lopez
Community Services Representative
District 6


Case: ZON2023-00046
Total Area: 554,283 sq.ft.
Application Area: 113,541 sq.ft.
Street R/W: 111,963 sq.ft.
Net Area: 328,779 sq.ft.
20% of Net Area: 65,756 sq.ft.
Net Protest Area: 127,706 sq.ft.
Total % Protesting: 38.84%
N SULLIVAN CT
N SULLIVAN AVE
W 53RD ST N
N SENECA ST
N SALINA ST
W 52ND ST N
N PAYNE ST
N SULLIVAN AVE
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
R/W
INVALID PROTEST (late filing

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 13, 2023

ORDINANCE NO. 52-272

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2023-00046

City zone change from SF-5 Single Family Residential District to TF-3 Two Family Residential District & LC Limited Commercial District on property described as:

Lot 1, in Ormiston Addition, Sedgwick County, Kansas;
TOGETHER WITH:
The East 183.71 feet of Lot 16, in Ormiston Addition, Sedgwick County, Kansas;
TOGETHER WITH:
The North 208.71 feet of the East 208.71 feet of the Northeast Quarter of Section 19, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Wichita Housing Authority Board

SUBJECT: Combined Public Hearing – 2024 Annual Agency Plan and 2024-2028 Capital Fund Grant Five-Year Action Plan Estimate

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Non-Consent)

Recommendation: Close the combined public hearing, approve and authorize the necessary signatures for the submittal to the U.S. Department of Housing and Urban Development (HUD) of the Wichita Housing Authority (WHA) 2024 Annual Agency Plan and estimated 2024-2028 Capital Fund Program (CFP) grant Five-year Annual Action Plan based on the 2022 CFP grant award.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as a part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for Public Housing Authorities to prepare an annual operating plan. The plan governs the Section 9 Public Housing and Section 8 Housing Choice Voucher programs and must include: information on the housing needs of the locality; population served; method of rent determination; general operating policies and procedures; capital improvements; unmet housing needs of families with incomes less than 30 percent of median income; and efforts to coordinate programs.

The WHA is required to obtain input into the annual plan from the Resident Advisory Board (RAB) and to hold a public hearing on the 2024 Annual Plan and the 2024-2028 CFP Five-Year Action Plan, which is based on the 2022 grant award, as the 2023 award has not yet been approved. In the event the WHA receives no written or oral comments from the public that are deemed significant enough to amend the plan it may certify the plan. After the Housing Authority Board considers comments submitted at the hearing and approves the WHA 2024 Annual Plan and CFP Five-Year Action Plan as prepared or with amendments, the WHA staff will submit it to HUD.

WHA invited all WHA Housing Choice Voucher (HCV) clients and Public Housing Residents to a September 18, 2023, presentation on the 2024 Annual PHA Plan, the estimated 2024-2028 CFP Five-Year Action Plan estimated budget and related documents including the Plan Elements and revisions to the HCV Administrative Plan and the Admissions and Continued Occupancy Plan.

On August 17, 2023, staff posted the proposed 2024 Annual Plan submittal package on the City's website for the 45-day public comment period. The review period started on August 18, 2023, and ended on October 2, 2023. No public comments were received. The WHA is a regional housing authority serving Sedgwick, Butler and Harvey Counties with the exception of the City of Newton with HCV assistance and the City of Wichita with Public Housing. Public notices were published in the Wichita Eagle on August 17, 2023, Harvey County Now on August 17, 2023, and the Butler County Times Gazette on August 15, 2023.

Analysis: The Housing Choice Voucher Program seeks to make a number of changes, as included in the Annual Agency Plan, to its Administrative Plan this year. A comparison of current policy as compared to proposed policy updates is detailed in the 2024 Proposed Housing Choice Voucher Administrative Plan Revisions attachment. A summary of the proposed policy updates is found below:

- Reduction in the Minimum Rent from $50 to $0;
- Reduction in the Initial Voucher Term from 120 days to 60 days; VASH vouchers will continue to have an Initial Voucher Term of 120 days, as prescribed by regulation;
- Expansion of the criteria which must be met in order for a Voucher Extension to be granted;
- Addition of specific criteria which must be met in order for a Homeless Preference Limited Referral Based Voucher to be extended;
- Reduction of the lookback period for eligibility and terminations for criminal activity from five years to three years, as recommended by HUD;
- Increase the limited referral based homeless preference from 10% to 15% of WHA's voucher allocation as well as provide additional preference for homeless referrals from either the Housing First Evolution or Project HOPE; and
- Incorporation of mandatory Housing Opportunities through Modernization Act aspects by the end of 2024, as required by regulation.

The Public Housing Program also seeks to make a number of changes, as included in the Annual Agency Plan, to its Admissions and Continued Occupancy Plan. A comparison of current policy as compared to proposed policy updates is detailed in the 2024 Proposed ACOP Admin Plan Update attachment. A summary of the proposed policy updates is found below:

- Amendment of the language regarding protected classes to meet current law, which includes~~:~~ Age, Color, Disability, Familial Status, Gender Identity, Genetic Information, National Origin or Ancestry, Race, Religion, Sex, Sexual Orientation, Veteran Status or other factor protected by law;
- Removal of the Designated Housing Allocation Plan;
- Reduction in the Minimum Rent from $50 to $0;
- Incorporation of mandatory Housing Opportunities through Modernization Act aspects by the end of 2024, as required by regulation.

The WHA based the estimated 2024 Capital Fund Program grant award budget on the 2022 grant of $1,286,571.

Financial Considerations: There is no impact to the General Fund with this action.

Legal Considerations: HUD requires PHAs to hold a public hearing to allow community comments on the proposed CFP Annual Budget.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board close the combined public hearing on the Wichita Housing Authority 2024 Annual Agency Plan and related documents and the 2024-2028 Capital Fund Program Five-Year Action Plan based on the 2022 grant award, approve the Plan and estimated Capital Fund grant budget and authorize the necessary signatures to certify the documents for submittal to the U.S. Department of Housing and Urban Development (HUD).

Attachments:

- 2024 PHA Plan HUD-50075-ST
- 2024 Annual Plan Elements
- 2024 Proposed Housing Choice Voucher Administrative Plan Revisions
- 2024 Proposed Admissions and Continued Occupancy Plan Revisions
- 2024-2028 Capital Fund Program Five-Year Action Plan
- Resident Advisory Board Comments
- Certification of Consistency with Consolidated Plan HUD-50077-SL
- Civil Rights HUD-50077-CR
- Certification of Compliance with PHA Plan and Related Regulations HUD-50077-ST-HCV-HP

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

"Public reporting burden for this collection of information is estimated to average 2.2 hours. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

PHA Name	Grant Type and Number	FFY of Grant:
Wichita Housing Authority	Capital Fund Program Grant No: Capital Fund Replacement Housing Factor Grant No: KS06P00450124 Date of CFFP:	FFY of Grant Approval: 2024 2024

Type of Grant

☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) [3]	321,643.00			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 15)	128,657.00			
5	1480 General Capital Activity	836,271.00			
6	1492 Moving to Work Demonstration				
7	1501 Collaterization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Draft

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Wichita Housing Authority	Capital Fund Program Grant No: Capital Fund Replacement Housing Factor Grant No: KS06P00450124 Date of CFFP:	FFY of Grant Approval: 2024

Type of Grant

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:

☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	1,286,571.00			
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				

Signature of Executive Director *	Date	Signature of Public Housing Director	Date

* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Wichita Housing Authority	Capital Fund Program Grant No: CFFP (Yes/ No): Capital Fund KS06P00450124 Replacement Housing Factor Grant No: –	2024

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-Wide	Operations			321,643.00				
PHA-Wide	Administration			128,657.00				
PHA-Wide	Fees and Costs			128,657.00				
KS004000003	Relocation Expenses		12	54,000.00				
KS004000004	Rehabilitate Single Family Units in South City		5	599,614.00				
KS004000004	Relocation Expenses		12	54,000.00				

Draft

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Wichita Housing Authority

Federal FFY of Grant: 2024

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	2/16/2025		2/16/2027		
KS004000003	2/16/2025		2/16/2027		
KS004000004	2/16/2025		2/16/2027		

Draft

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	**PHA Name**: The City of Wichita Housing Authority **PHA Code**: KS004 **PHA Type:** ☒ Standard PHA ☐ Troubled PHA **PHA Plan for Fiscal Year Beginning**: (MM/YYYY): 01/2024 **PHA Inventory** (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) **Number of Public Housing (PH) Units 352** **Number of Housing Choice Vouchers (HCVs) 3,420 Total Combined Units/Vouchers 3,772** **PHA Plan Submission Type:** ☒ Annual Submission ☐ Revised Annual Submission **Availability of Information.** PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B. Plan Elements

B.1

Revision of Existing PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

Y N
☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs
☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
☒ ☐ Financial Resources.
☒ ☐ Rent Determination.
☒ ☐ Operation and Management.
☐ ☒ Grievance Procedures.
☒ ☐ Homeownership Programs.
☒ ☐ Community Service and Self-Sufficiency Programs.
☒ ☐ Safety and Crime Prevention.
☐ ☒ Pet Policy.
☒ ☐ Asset Management.
☐ ☒ Substantial Deviation.
☐ ☒ Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):
Financial Resources. The WHA staff updated the financial resources estimate for 2024.

Financial Resources Updated financial information on page 14 of the Elements

Operation and Management
On October 3, 2023, Wichita Housing Authority (WHA) Board took action during the 2024 PHA Plan public hearing to amend the 2024 PHA Plan in response to feedback from those in attendance at the public hearing.

The WHA revised the Housing Choice Voucher (HCV) Administration Plan using the Nan McKay model that has current regulations and procedures for the PHA to follow as well as HOTMA regulations. The Administrative Plan may be viewed at this link: 2023 WHA Administrative Plan.pdf (wichita.gov)

The WHA 2023 Family Self Sufficiency Action Plan may be viewed at this link: 5a- KS004 Wichita Housing Authority FSS Action Plan.pdf

The WHA Public Housing Admissions and Continued Occupancy Plan has been updated to include provisions of HOTMA.

The WHA implemented CARES Act waivers during the pandemic. The list is attached as an appendix to the O&M section.

In 2020, the Housing Choice Voucher program implemented a Residency Preference and a limited referral based homeless preference for up to 10% of the voucher allocation. For the 2024 plan the PHA Board of Commissioners approved an increase to the homeless preference for up to 15% of the voucher allocation with 75 targeted to the Housing First Evolution program.

The Board adopted a limited-referral-based preference for refugees on the Housing Choice Voucher waiting list for up to a maximum of 50 Housing Choice Vouchers. WHA executed a Memorandum of Understanding with the International Rescue Committee (IRC) to provide referrals and case management as appropriate to each family.

Implement Foster Youth to Independence Initiative by collaborating with the Department of Children and Families and Impact ICT – KS502 Continuum of Care.

Homeownership Programs The WHA may use Section 32 Homeownership as a re-positioning strategy to sell any number of its 352 scattered site single-family public housing units that are in the best condition to qualifying families.

Asset Management. The WHA closed on the Rental Assistance Demonstration conversion of its 226 multifamily senior units in October 2021, to Wichita RAD Senior LLC.

The WHA proposes to sell some, or all of its 352 unit single-family scattered site portfolio. However, WHA reserves the option of converting some of the units to RAD if that seems appropriate and fitting for the community.

In February 2019, it was determined that per 24 CFR 200.73, 146 of the units were too scattered to qualify for HUD financing. In March 2019, development team staff sent a waiver request for the aforementioned regulation to the Fort Worth Field Office, which was denied the following month. After the denial, developer KBK proposed to restructure the scattered-sites single-family project into two projects – one with the 206 units that qualified for financing and one with the very scattered 146 units. In June 2019, the equity investor withdrew its letter of intent. From June to December 2019, the developer approached multiple investors without success. Tax credits and bond volume cap expired December 31, 2019. The WHA has been unable to secure necessary financing. An Excel file listing the proposed units is included in the submittal packet.

The WHA proposes to use Section 18 Demo/Dispo, Section 18 RAD Blend, Section 32 Homeownership, and possibly Section 22 Voluntary Streamlined Conversion.

(c) The PHA must submit its Deconcentration Policy for Field Office review.

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y	N	
☐	☒	Hope VI or Choice Neighborhoods.
☒	☐	Mixed Finance Modernization or Development.
☒	☐	Demolition and/or Disposition.
☐	☒	Designated Housing for Elderly and/or Disabled Families.
☐	☒	Conversion of Public Housing to Tenant-Based Assistance.
☒	☐	Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.
☐	☒	Occupancy by Over-Income Families.
☐	☒	Occupancy by Police Officers.
☐	☒	Non-Smoking Policies.
☒	☐	Project-Based Vouchers.
☒	☐	Units with Approved Vacancies for Modernization.
☐	☒	Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

Mixed Finance Modernization or Development. The WHA may modernize any number of its scattered site single-family Public Housing units. As stated elsewhere in this plan, the WHA proposes to sell all of the single-family units. If close groupings remain unsold, the WHA might choose to keep the units as affordable rental units after modernizing them with a variety of funding sources possibly including, but not limited to RAD, HUD 221 (d)(4) loan, Capital Fund Program, Low Income Housing Tax Credits, FHLBank Affordable Housing Program. At this time no units have been selected for mixed finance development.

Demolition and/or Disposition. The WHA proposes to sell all of its scattered site single-family units and maximize the amount of affordable housing in Wichita. If HUD approves, it intends to implement multiple repositioning strategies including Section 18, RAD, Section 22, and mixed financing. The WHA will provide residents with permanent relocation through the Housing Choice Voucher program with assistance of relocation coordinator RH Brown & Associates. WHA may provide Project Based Vouchers for single-family units when developers want to maintain them as affordable rental units. Units located in flood plains may be demolished.

23 units located in 100-Year Flood Plain:
One – two-bedroom unit
19 - three-bedroom units
Two – four-bedroom units
One – five-bedroom unit

An Excel file is included in the submittal folder entitled WHA Proposed New Activity 2023/2024 PHA Plan Demolition and-or Disposition. The 352 scattered site single-family units are divided by AMP. Each sheet lists the PIC unit number, number of bedrooms, AMP number, and address.

Conversion of Public Housing units to RAD. The WHA may modernize any number of its scattered site single-family Public Housing units. As stated elsewhere in this plan, the WHA proposes to sell all of the single-family units. If close groupings remain unsold, the WHA might choose to keep the units as affordable rental units after modernizing them with a variety of funding sources possibly including, but not limited to RAD, HUD 221 (d)(4) loan, Capital Fund Program, Low Income Housing Tax Credits, Federal Home Loan Bank Affordable Housing Program. A list of the single-family scattered site units is included in the submittal package.

Project Based Vouchers. The WHA may provide Project Based Vouchers (PBVs) to developers that build new or rehabilitate affordable rental units in high priority funding areas or other areas of Wichita. It may also provide PBVs to developers that purchase Public Housing single-family units and commit to modernizing and maintaining the properties as affordable rental units for qualified families. The WHA may provide PBVs to any PHA owned or acquired properties.

B.3

Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.
Mission: To promote adequate and affordable housing, economic opportunities, and suitable living environments free from discrimination.
Goals:

- **Expand the affordable housing supply**
  WHA applied for additional VASH vouchers in 2023, was awarded 60, and currently has 268
  Held the Greater Wichita Housing Conference to encourage housing development and landlord participation in HCV
- **Maintain good housing management scores**
  The HCV program is a Standard Performer and the PH program is a Standard Performer
- **Promote Self-Sufficiency**
  - In 2022, the HCV Family Self-Sufficiency had 135 participants with 16 total graduates. By the end of 2023, three participants anticipate becoming first-time homebuyers.
  - Individual and Family Development is a program designed to help participants become financially literate and save money. Thirty-seven HCV families and nine Public Housing residents participated.
  - Summer Youth Employment. The Way to Work (TWTW) has been a very successful program for youth between the ages of 14-17. Most are youth whose parents or guardians receive housing assistance from WHA. In 2023, 147 youth became City of Wichita Housing employees for six weeks. In addition to working in age-appropriate jobs, they receive remedial education course work that helps them function in the workforce and in school when they return in the fall. TWTW teaches participants soft employment skills including, but not limited to, how to write a resume, how to interview, and on-the-job behavior.
  - Foster Youth to Independence program has assisted a total of seventeen persons who aged out of the Kansas Foster Care system; currently has 10 under contract, and 5 with vouchers searching for units.
  - 341 homeless persons secured permanent housing with the help of the HCV Homeless preference and 279 are currently housed.
  - Nearly all the families who leased up since the HCV wait list opened used the Residency Preference to secure housing in the area where they live – our jurisdiction of Sedgwick, Butler, and Harvey Counties outside the City of Newton.

B.4	**Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. **According to the Energy and Performance Information Center (EPIC) WHA's first iteration of the 2022–2026 Five Year Action Plan was approved on 6/17/2022. WHA's proposed 2023-2027 Five Year Action Plan has not yet been approved.** Proposed 2024 Capital Fund Program Budget based on 2023 CFP grant Based on 2023 Award $1,286,571 Operations @ 25% 321,643 Administration @ 10% 128,657 Fees & Costs 128,657 Rehabilitation 604,114 Moving Expenses 103,500
B.5	**Most Recent Fiscal Year Audit**. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
C.	**Other Document and/or Certification Requirements.**
C.1	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) have comments to the PHA Plan? Need to add after RAB meeting on 9/11 Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	**Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations*

	Including PHA Plan Elements that Have Changed, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Need to add after Public Comment Period expires Y N ☐ ☒ If yes, include Challenged Elements.
C.5	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:

D.1	**Affirmatively Furthering Fair Housing (AFFH).** **The WHA has not had to submit an Assessment of Fair Housing, however we have been actively engaged in furthering fair housing. The WHA is part of the Wichita Housing and Community Services Department.** **Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.** **Fair Housing Goal: Fair Housing Training for all Wichita Housing Authority staff.**

Describe fair housing strategies and actions to achieve the goal

- In April 2023, the WHA and the Realtors of South Central Kansas, hosted the Greater Wichita Housing Conference. Almost 200 landlords, realtors, WHA staff and other housing professionals attended. As part of the conference Fair Housing Training was provided by the National Association of Housing and Redevelopment Officials. In addition, the City Law Department and Kansas Legal Services provided a Tenant Rights presentation open and free to the public.
- On April 11, 2023, Wichita Housing and Community Service joined area housing professionals at the City Council meeting when Mayor Whipple, who is also the WHA Board Chairman, read a proclamation for Fair Housing month.

Fair Housing Goal: Promote accessible housing for persons with disabilities.

Describe fair housing strategies and actions to achieve the goal

WHA uses AffordableHousing.com to promote available units to HCV holders. Owners indicate the accessible features of their units and voucher holders can search for specific features to meet their needs.

WHA as part of the City of Wichita Housing and Community Services Department is contracting for the development of the next 5-year Consolidated Plan for the Community Development Program which includes the development of the area Equity Plan.

Fair Housing Goal: Develop accessible housing for seniors and persons with disabilities.

Describe fair housing strategies and actions to achieve the goal

Housing Authority staff met with Cerebral Palsy Research Foundation (CPRF) President, Chief Financial Officer, and Facilities Manager in July 2021, to discuss funding mechanisms to engage in the reconstruction of their housing complex that serves persons with disabilities. Wichita City Council gave conditional approval to use HOME Program funds in 2022. CPRF's goal is to rebuild all the units with increased accessibility features. The project closed financing on June 30, 2023 and construction is underway.

WHA converted its 226-units of multifamily housing to RAD all apartments and all units are being rehabilitated and improved.

Instructions for Preparation of Form HUD-50075-ST
Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." (24 CFR §903.7)

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions**. PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☒ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☒ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs**. A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Community Service and Self Sufficiency Programs**. Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

☐ **Safety and Crime Prevention (VAWA).** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☒ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental

Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI or Choice Neighborhoods. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6 . (Notice PIH 2011-47)

☒ **Mixed Finance Modernization or Development. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☒ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, **5**) the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note**: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(j))

☒ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans

to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.

-

☐ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: Notice PIH 2009-21 and Notice PIH-2017-03. (24 CFR §903.7(e))

☒ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

☒ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR §903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

C.5 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these

documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' … PHA Plans (including any plans incorporated therein) …. Strategies and actions must affirmatively further fair housing …." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless , the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works 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. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

OMB Approval No: 2577-0226
Expires: 08/31/2009

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

City of Wichita Housing Authority Annual Plan Elements for Fiscal Year 2024

Public Supplement

PHA Plan
Agency Identification

PHA Name: City of Wichita Housing Authority **PHA Number:** KS004

Annual PHA Plan
PHA Fiscal Year 2024
[24 CFR Part 903.7]

Table of Contents

	Page #
1. Policies on Eligibility, Selection and Admissions	3
2. Financial Resources	12
3. Rent Determination	14
4. Operations and Management	18
5. Grievance Procedures	19
6. Designated Housing for Elderly and Disabled Families	20
7. Community Service and Self-Sufficiency	22
8. Safety and Crime Prevention	25
9. Pets	27
10. Civil Rights Certification	30
11. Fiscal Year Audit `	31
12. Asset Management	32
13. Violence Against Women Act (VAWA)	32
14. Smoke-Free Housing Policy for Public Housing	36
15. Other Information Required by HUD	40
Attachments	40

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Waiting List Procedures**

[24 CFR Part 903.7 9 ©]

1. **Public Housing**

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

1. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: subsequent to formal application during Preoccupancy Meeting
The WHA is not taking applications for PH units, but rather applying to HUD to sell existing units. WHA staff meet with residents to inform them of available options to purchase the unit they are living in or taking a housing choice voucher and finding another place to reside. The WHA contracts with relocation specialist R.H. Brown and Company to assist existing residents to find other housing.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity
☒ Rental history
☐ Housekeeping
☐ Other (describe)

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☐ Yes ☒ 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

1. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

☐ PHA main administrative office (for persons with disabilities if they need assistance)
☐ PHA development site management office
☒ Other – Online via web site: https://wichita.myhousing.com/

NOTE: WHA Public Housing is not currently taking applications as it is in the process of converting its multifamily units to Section 8 Project Based Rental Assistance under the Rental Assistance Demonstration Pilot Program. In 2022 and 2023 WHA will apply to HUD to sell or demolish any number of its scattered site single-family dwelling units.

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? None

2. ☐ Yes ☐ 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. ☐ Yes ☐ 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)?
   ☐ PHA main administrative office
   ☐ All PHA development management offices
   ☐ Management offices at developments with site-based waiting lists
   ☐ At the development to which they would like to apply
   ☐ Other (list below)

(3) Assignment

1. 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)

☐ One (removed from the waiting list)
☐ Two
☒ Three or More

Public housing staff will offer all available size-appropriate dwelling units to groups of applicants that have been selected according to the date and time of their applications and the size of their families. Public housing staff will match the size of the families with the number of bedrooms in the dwelling units. Applicants who do not choose a unit may remain in the offer pool until they select a dwelling or leave the program by their own choosing.

b. ☒ Yes ☐ 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:

NOTE: WHA Public Housing is not currently taking applications as it is in the process of converting its multifamily units to Section 8 Project Based Rental Assistance under the Rental Assistance Demonstration Pilot Program. In 2023 WHA will continue to apply to HUD to sell or demolish any number of its scattered site single-family dwelling units.

(4) <u>Admissions Preferences</u>

1. Income targeting:

☐ Yes ☒ 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)

☒ Emergencies
☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: (list below)
Violence Against Women Act domestic violence emergency transfers

c. Preferences

1. ☐ Yes ☒ 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:

☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

1. 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.

1. Date and Time

Former Federal preferences:

- ☐ 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)

- ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

1. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

1. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

☒ The PHA-resident lease
☒ The PHA's Admissions and Continued Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source: Housekeeping Handout

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

*a. ☐ Yes ☒ 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. ☐ Yes ☐ 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)]**

a. ☐ Yes ☐ 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. ☐ Yes ☐ 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)

☐ Adoption of site-based waiting lists
If selected, list targeted developments below:

☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☐ 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?

If the answer to d. was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ 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)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ 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)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Housing Choice Voucher

Exemptions: PHAs that do not administer Housing Choice Voucher are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based Housing Choice Voucher assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

1. What is the extent of screening conducted by the PHA? (select all that apply)

☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

Indicate what kinds of information you share with prospective landlords? (select all that apply)

☐ Criminal or drug-related activity
☐ Other – non-payment of rent

(2) Waiting List Organization

With which of the following program waiting lists is the Housing Choice Voucher tenant-based assistance waiting list merged? (select all that apply)

☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to Housing Choice Voucher tenant-based assistance? (select all that apply)

☐ PHA main administrative office
☒ Other: Online via web site https://wichita.myhousing.com/ when the Section 8 Housing Choice Voucher waitlist is open

(3) <u>Search Time</u>

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

- **Hard to house (disabled or families needing 3 or more bedrooms), unable to locate dwelling in preferred area.**
- **Other circumstances evaluated on a case-by-case basis.**

(4) <u>Admissions Preferences</u>

Income targeting

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the Housing Choice Voucher program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to Housing Choice Voucher tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose Housing Choice Voucher 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

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☒ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes

☐ Other preference(s) – Family Unification Program eligible participants and Mainstream participants

☒ Other preference – Limited-referral-based preference for refugees on the Housing Choice Voucher waiting list

On October 5, 2021, Wichita Housing Authority (WHA) Board took action during the 2022 PHA Plan public hearing to amend the 2022 PHA Plan in response to feedback from those in attendance at the public hearing. The Board adopted a limited-referral-based preference for refugees on the Housing Choice Voucher waiting list for up to a maximum of 50 Housing Choice Vouchers. WHA will execute a Memorandum of Understanding with the International Rescue Committee (IRC) to provide referrals and case management as appropriate to each family.

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.

1 Date and Time

Former Federal preferences

☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

☐ Victims of domestic violence

☐ Substandard housing

2 Homelessness

☐ High rent burden

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability

☐ Veterans and veterans' families

2 Residents who live and/or work in your jurisdiction

☐ Those enrolled currently in educational, training, or upward mobility programs

☐ Households that contribute to meeting income goals (broad range of incomes)

☐ Households that contribute to meeting income requirements (targeting)

☐ Those previously enrolled in educational, training, or upward mobility programs

☐ 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)

☒ Date and time of application

☐ 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)

☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

☐ The PHA applies preferences within income tiers
Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Housing Choice Voucher Assistance Programs

1. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose Housing Choice Voucher program administered by the PHA contained? (select all that apply)

☒ The Housing Choice Voucher Administrative Plan
☒ Briefing sessions and written materials
☒ Other – On line via web site

b. How does the PHA announce the availability of any special-purpose Housing Choice Voucher programs to the public?

☒ Through published notices
☒ Other – Direct mail, email, and web site

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2022 grants)**	**23,727,089**	
a) Public Housing Operating Fund	983,549	Operations
b) Public Housing Capital Fund	823,406	Modernization
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Housing Choice Voucher Tenant-Based Assistance	21,453,165	Housing Assistance Payments
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)		
Mainstream 5 Year	466,969	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Housing Assistance Payments		Rental Assistance
Mainstream 5-Year		Rental Assistance
Public Housing Operating Fund		Operations
3. Public Housing Dwelling Rental Income	**329,837**	**Operations**
Non-dwelling rental (antennas)		Operations
Non-dwelling rental	329,837	
4. Other income (list below)	**540,172**	
Capital Fund Transfer to Operations	321,643	Operations
Investment	21,835	Operations
Tenant charges	13,658	Operations
Late charges	5,631	Operations
Other	48,748	Operations
Capital Fund Transfer to Administration	128,657	
5. Non-federal sources (list below)		
Total resources	**24,597,098**	

3. 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)

☒ 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---

☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects Public Housing's minimum rent? (select one)

☒ $0
☐ $1-$25
☐ $26-$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below**:**

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☐ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☐ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ 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)

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study

☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ 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)

☐ Never
☐ At family option
☐ Any time the family experiences an income increase
☒ Any time a family experiences an income increase above a threshold amount or percentage: 10%
☒ Other (list below) – HOTMA Provisions will be implemented in 2024

g. ☐ Yes ☒ 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.)

☐ The Housing Choice Voucher rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☐ Survey of similar unassisted units in the neighborhood
☒ Other: 2015 Appropriations Act and HUD Notice PIH 2022-33

B. Housing Choice Voucher Tenant-Based Assistance

Exemptions: PHAs that do not administer Housing Choice Voucher 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 Housing Choice Voucher 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)

☐ At or above 90% but below100% of FMR
☐ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ 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)

☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ The PHA has chosen to serve additional families by lowering the payment standard
☐ Reflects market or submarket
☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☒ Reflects market or submarket
☒ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

☒ Annually
☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

☐ Success rates of assisted families
☒ Rent burdens of assisted families
☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

☒ $0
☐ $1-$25
☐ $26-$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

4. 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

On October 5, 2021, Wichita Housing Authority (WHA) Board took action during the 2022 PHA Plan public hearing to amend the 2022 PHA Plan in response to feedback from those in attendance at the public hearing. The Board adopted a limited-referral-based preference for refugees on the Housing Choice Voucher waiting list for up to a maximum of 50 Housing Choice Vouchers. WHA will execute a Memorandum of Understanding with the International Rescue Committee (IRC) to provide referrals and case management as appropriate to each family.

In 2024 WHA will expand the limited referral based homeless preference from 10% to 15% of its voucher allocation. In addition, 2 preference points will be given to homeless preference referrals from Project HOPE and Housing First Evoluation.

In 2023 WHA will continue to apply to HUD for approval to sell and/or demolish any number of its scattered site single-family dwellings in AMP KS004000003 (352 units), which is currently under an amended RAD CHAP that combined AMP KS004000003 (193units) and AMP KS004000004 (159 units).

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. When tenants lease a unit they receive 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 its main administrative office located at 455 N. Main Street – 10th Floor, Wichita, Kansas, as well as online via the City of Wichita website at wichita.gov . 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 now be maintained in accordance to the highest National Standards for the Physical Inspection of Real Estate (NSPIRE) standard possible. All WHA units shall be inspected annually, per HUD regulation. It is the practice of the WHA to generally perform annual inspections on occupied units 90 days prior to annual recertification dates.

In 2013, WHA contracted with EMG to perform its 5-Year Energy Audit and staff are implementing those core energy recommendations annually. The audit was not updated in 2017, because of the anticipated conversion to RAD.

Occupied 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 may obtain treatment on a monthly basis at a reduced rate from the WHA vendor. The vendor's treatment will take under consideration all tenant health situations prior to treatment.

When WHA started on the path to convert its Public Housing units to RAD, it stopped taking applications and requested that vacant units be taken offline and status changed to Vacant HUD Approved for Modernization. All single-family units in this status are secured and checked regularly by maintenance crews and property managers. Lawns maintenance continues.

It is also the policy of the WHA to contract with vendors, preferably Section 3 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.

WHA seeks to hire Section 3 business concerns whenever possible for dwelling unit rehabilitation, mowing, janitorial and individuals for full-time employment in the day-to-day operations. WHA is a host agency training site for the SER Senior Community Service Employment Program (SCSEP). SER SCSEP participants are low-income seniors, age 55 and above who want to learn new job skills so they can re-enter the workforce. SER pays the SCSEP participants minimum wage as they train on-the-job 25 hours a week for the host agency. Typical training includes computer skills, word processing, data entry, reception work, and filing.

In 2020, the WHA implemented COVID-19 statutory and regulatory waivers listed in Notices PIH 2020-05 and PIH 2020-13 (HA) REV-1. A summary is attached to this document.

5. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Housing Choice Voucher-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ 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)

☒ PHA main administrative office

☐

☐

PHA development management offices
Other (list below)

B. Housing Choice Voucher Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Housing Choice Voucher tenant-based assistance program and informal hearing procedures for families assisted by the Housing Choice Voucher 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)

☒ PHA main administrative office
☐ Other (list below)

6. Designation of Public Housing for Elderly and Disabled Families

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Housing Choice Voucher only PHAs are not required to complete this section.

1. ☐ Yes ☒ 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

☒ Yes ☐ 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: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐. Planned application ☐
4. Date this designation was approved, submitted, or planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan
6. Number of units affected: 7. Coverage of action (select one) ☐ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Original project design Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
8. Number of units affected: 50 7. Coverage of action (select one) ☐ Part of the development ☐ Total development

7. PHA Community Service and Self-sufficiency

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Housing Choice Voucher-Only PHAs are not required to complete sub-component C.

COMMUNITY SERVICE AND SELF SUFFICIENCY 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 30 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 Food Bank, 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.

I/We have received a copy of, have read and understand the contents of the WHA's Public Housing Community Service/Self Sufficiency Policy. I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident Date Resident Date

Resident Date
revised 3/17/06

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☐ Yes ☒ No: Has the PHA has 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?

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

☐ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☒ Jointly administer programs – Foster Youth to Independence Voucher
☐ Partner to administer a HUD Welfare-to-Work voucher program
☐ Joint administration of other demonstration program
☐ 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)

☐ Public housing rent determination policies
☐ Public housing admissions policies

☐ Housing Choice Voucher admissions policies
☐ Preference in admission to Housing Choice Voucher for certain public housing families
☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for Housing Choice Voucher homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ 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	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Housing Choice Voucher participants or both)
The Way to Work – Summer Youth Employment Program	150	WHA Assisted Family	Wichita Housing and Community Services	PH, HCV, LMI
		Open enrollment		
				Income Eligibility Requirements
Individual and Family Development Program	175	Open enrollment	Wichita Housing and Community Services	PH, HCV,
			Community Services Block Grant funded	Income Eligibility Requirements

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2022 Estimate)	Actual Number of Participants
Housing Choice Program Vouchers including Home Ownership	0	84

b. ☒ Yes ☐ 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)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

8. PHA Safety and Crime Prevention

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Housing Choice Voucher 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)

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☒ 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

☐ Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

☐ Safety and security survey of residents
☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☒ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports
☒ Police reports
☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti-drug programs
☐ Other (describe below)

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)

☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☒ Crime Prevention through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☐ Volunteer Resident Patrol/Block Watchers Program
☐ Other (describe below)

2. Which developments are most affected? (list below)

KS004000003 and KS004000004

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)

☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☒ Police have established a physical presence on housing authority property (e.g., community policing office, officers in residence)
☐ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents

☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

2. Which developments are most affected? (list below)
KS004000003 and KS004000004

9. Pets

[24 CFR Part 903.7 9 (n)]

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 assistance 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.

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 Pincher 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.

Tenant	Date	WHA Property Manager	Date
Date	WHA Property Manager		Date

10. 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.

The City of Wichita Housing Authority (WHA) will carry out all grant activities 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.

Specifically, the WHA will continue to work with individuals and/or agencies that provide education, outreach, and mitigation programs and services for tenants and landlords. Additionally, the WHA will refer community residents who request assistance in resolving matters of alleged discrimination to the Urban League of Kansas or Housing and Credit Counseling, Inc. WHA tenants and clients will be directed to the HUD Regional Office of Fair Housing and Equal Opportunity should they wish to file a discrimination complaint, which could not be resolved locally.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(b)(2), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, but in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

The WHA will regularly examine its programs or proposed programs, identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that program waiting lists are consistent with civil rights laws.

Specifically, the WHA will market its programs through minority, faith based, disability services, senior organizations, community fairs, and publications. WHA hangs Fair Housing posters in several languages in its lobby and in multifamily residential buildings that instruct readers how to file fair housing complaints.

Other compliance certifications of the Wichita Housing Authority include: compliance with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975; compliance with the Architectural Barriers Act of 1968 and 24 CFR Part 41, and Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped. The WHA will also comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 by marketing employment opportunities for low or very-low income persons through annual notices in newsletters and other public information.

11. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ 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. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain?
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

12. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Housing Choice Voucher Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☐ Yes ☒ 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)

☐ Not applicable
☐ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☒ Other: (list below)

Demolition and Disposition
Section 18, Section 18 RAD, Section 22, and possibly Section 32

3. Public Housing Asset Management Table

13. Violence Against Women Act (VAWA)

[24 CFR Part 903.7 9 (r)]

WHA VAWA Policy as seen in our Public Housing Dwelling Lease Agreement
Domestic Violence, Dating Violence, Stalking

The following provisions are applicable to situations involving actual or threatened domestic violence, dating violence or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. §1437d(u)(3)) and in the Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision of this lease, the provisions of this section shall prevail.

A. Termination of Tenancy.

1) An incident or incidents of actual or threatened domestic violence, dating violence or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2) Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's household, a guest, or other person under the Tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the Tenant or any member of the Tenant's family is a victim of that domestic violence, dating violence or stalking.
3) Notwithstanding anything to the contrary contained in this agreement, the WHA may terminate Tenant's tenancy under this lease if it can demonstrate an actual and imminent threat that may result to other tenants or to those employed at or providing service to the property in which the unit is located, if the Tenant's tenancy is not terminated.
4) Further, nothing in this section shall prohibit the WHA from terminating tenancy under this lease based on a violation of this lease not premised on an act or acts of domestic violence, dating violence or stalking against the Tenant or a member of the Tenant's household for which protection against termination of tenancy is given in this agreement. However, in taking any such action to terminate tenancy, the WHA shall not apply a more demanding standard than is applied to other Tenants.

B. Bifurcation of Lease. Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(l)(6)(B)), the WHA may bifurcate this lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or a lawful occupant under this lease and who engages in criminal acts of physical violence against family members or others. The WHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this lease.

C. Certification. If the Tenant or another lawful occupant of the household, as a defense to termination of tenancy or an action to evict, claims protection under this section against such action, the WHA may request the individual to provide a certification. The certification may be provided in one of the following forms:

1) A HUD-approved form ,supplied upon request by the WHA, attesting that the

individual is a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse and meet the requirements of this section, or

2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the
incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation, or

3) A federal, state, tribal, or local police report or court record, describing the incident(s).
The certification must be delivered to the WHA Property Manager within 14 days after the request for Certification is received. If the certification is not delivered within the 14-day period allowed, the provisions of this section will not apply and the WHA may elect to terminate tenancy and evict without regard to the protections provided in this section.

***D.* Confidentiality.** Information provided to the WHA concerning incident(s) of domestic violence, dating violence or stalking shall be retained in confidence and disclosed only as permitted by applicable law.

E. Emergency Transfer Policy

The WHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1] the WHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of the WHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the WHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the WHA is in compliance with VAWA.

F. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or

stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

---

[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

G. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the WHA's management office and submit a written request for a transfer to the WHA**.** The WHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the WHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

H. Emergency Transfer Timing and Availability

The WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The WHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The WHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the WHA has no safe and available units for which a tenant who needs an emergency is eligible, the WHA will assist the tenant in identifying other housing

providers who may have safe and available units to which the tenant could move. At the tenant's request, the WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

I. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

J. Confidentiality

The WHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the WHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about the WHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

14. Public Housing Smoke-Free Housing Policy

Amended Smoke Free Housing Policy 24
CFR Parts 965 and 966
Enforcement Date: July 30, 2018

1. Department of Housing and Urban Development Rule
On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective on February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a ''smoke free'' policy banning the use of "prohibited tobacco products" in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

2. Prohibited Tobacco Products
Prohibited tobacco products are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), water pipes (hookahs), and (3) electronic vaping devices, meaning any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation or vapor or aerosol from the product; the term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor.

NOTE: The E-cigarette ban will become effective on October 31, 2018.

3. Purpose of Policy
This smoke free policy is intended to benefit the Housing Authority and all of its public housing tenants, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free dwelling unit. This policy is in effect for all Wichita Public Housing units, including multifamily and single family units.

4. All Buildings and Dwelling Units To Be Smoke Free
All public housing buildings, dwelling units, single-family homes and administrative offices shall be smoke free. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on Grounds of Buildings and Dwelling Units
Smoking is prohibited within 25 feet of public housing dwelling units, single-family

homes, and public housing administrative buildings, and common areas including but not limited to entryways, patios, parking lots, and yards or on the grounds adjoining public housing and public housing administrative buildings. Smoking is only permitted on property grounds past the 25 feet threshold.

6. Applicability of Policy

This Policy is applicable to all tenants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

7. Responsibilities of Tenants

Tenants and household members shall be responsible to inform and enforce this Policy to their guests, invitees, and visitors to their residential units. Further, a Tenant may provide the Housing Authority a written statement of any incident where tobacco smoke is migrating into the Tenant's unit, single-family home or common space element. Property Managers will investigate the complaint and take appropriate action.

8. Violations of Policy

A violation of this smoke free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment unit or single-family home due to damage from smoke odors or residue.

Should the Housing Authority find any Tenant in violation of this Policy, the following enforcement steps shall take place:

1. First, a verbal warning will be communicated to the Tenant. Documentation that a verbal warning was communicated will be recorded in the Tenant's file.
2. Second, a 14-day Written Notice will be provided to the Tenant and placed in the Tenant's file. This notice gives the Tenant 14 days to come into compliance with the policy.
3. Third, a 30-day Written Notice will be provided to the Tenant, providing that the policy has been violated again and that the Housing Authority is moving forward with Lease Termination and Eviction. The 30-day Notice will be documented in the Tenants file.
4. After the 30-day Notice has been provided, the Tenant has an opportunity to exercise the grievance procedure in accordance with the lease.

Smoke Free Housing Policy
Lease Addendum
24 CFR Parts 965 and 966
Enforcement Date: July 30, 2018

Date:_____Property Name:_____Apartment/Unit Number: _____

Tenant Name(s):
_____

Tenant Address:
_____

Tenant and all members of Tenant's family or household are parties to a written Lease with Housing Authority. This Lease Addendum states the following additional terms, conditions, and rules, which are hereby incorporated into the Lease, effective July 30, 2018. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose and application of Smoke free Policy** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke free building. Tenant acknowledges that the smoke free policy established by this Lease Addendum is applicable as in all properties owned or managed by the Housing Authority.

2. **Definitions** Prohibited tobacco products are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars,

and pipes, and (2) to the extent not covered by (1), water pipes (hookahs), and (3) electronic vaping devices, meaning any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation or vapor or aerosol from the product; the term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor.

3. **Smoke Free Buildings and Dwelling Units** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit/single-family home rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas of such building. The Tenant shall not permit any guests or visitors under the control of Tenant to do so.

4. **Smoking on Grounds of Buildings and Dwelling Units** The tenant shall not smoke within 25 feet of public housing dwelling units, single-family homes, and public housing administrative buildings and common areas, including but not limited to entryways, patios, parking lots, and yards or on the grounds adjoining public housing and public housing administrative buildings. The Tenant shall not permit any guests or visitors under the control of Tenant to do so. The Tenant acknowledges that smoking is only permitted on property grounds past the 25 feet threshold.

5. **Tenant to Promote Smoke free Policy** Tenant shall inform Tenant's guests of the smoke free policy. Further, Tenant may give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's unit or single-family home, or common space element from sources within the 25 feet threshold.

6. **Effect of Breach and Right to Terminate Lease** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Housing Authority. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Housing Authority for the costs of repair to Tenant's apartment unit due to damage from smoke odors or residue. Housing Authority will follow enforcement steps outlined in the Policy.

_____

WICHITA HOUSING AUTHORITY – Signature Date

x_____
Head of Household please sign on line above Date

x_____
Household member 18 yrs. + please sign on line above Date

x_____
Household member 18 yrs. + please sign on line above Date

x_____
Household member 18 yrs. + please sign on line above Date

x_____
Household member 18 yrs. + please sign on line above Date

15. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

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. Policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
2. Any changes in the Housing Choice Voucher Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD 50075 PHA Plan.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Housing Opportunity Through Modernization Act (HOTMA)

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 was signed into law by President Obama in July 2016. On February 14, 2023, HUD published the final rule implementing Sections 102, 103, and 104 of HOTMA which addresses:

- Over-income Households in Public Housing – Section 103
- Income Reviews – Section 102
- Asset Limits – Section 104
- Most provisions effective Jan. 1, 2024 (except 103 which was implemented June 14, 2023) with complete implementation no later than Jan. 1, 2025

Please find attached the HUD Resource Sheets that will be incorporated into the WHA Administrative Plan in accordance with the HUD regulations.

- Income and Assets Fact Sheet
- Income and Exclusions Resource Sheet
- Student Financial Assistance Resource Sheet
- Hardship Exemptions Resource Sheet

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		**Activity Description**						
Name, Number, and Location	Number and Type of 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*
KS004000003	193	X	See attached unit list	X				
Scattered-site	Single-family							
KS004000004	159	X	See attached unit list	X				
Scattered-site	Single-family							

WICHITA HOUSING AUTHORITY

Proposed Administrative Plan Changes for 1/1/2024

Current Policy:

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between $0 and $50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is $50.

Proposed Policy:

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)

- A minimum rent between $0 and $50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is $0.

Current Policy:

5-II.E. VOUCHER TERM AND EXTENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

PHA Policy

The initial voucher term will be 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

Proposed Policy:

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

PHA Policy

The initial voucher term will be 60 calendar days (with the exception of VASH vouchers which must be provided 120 days by regulation).

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the PHA grants an extension.

Current Policy:

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

The PHA will only approve extensions for a reasonable accommodation.

All requests for reasonable accommodation extensions to the voucher term must be made in writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher).

The PHA will decide whether to approve or deny a reasonable accommodation extension request within 14 calendar days of the date the request is received, and will immediately provide the family written notice of its decision.

Proposed Policy:

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

The PHA will approve additional extensions only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- It is necessary due to reasons beyond the family's control, as determined by the PHA. Following is a list of extenuating circumstances that the PHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

    - Serious illness or death in the family
    - Other family emergency
    - Obstacles due to employment
    - Whether the family has already submitted requests for tenancy approval that were not approved by the PHA
    - Whether family size or other special circumstances make it difficult to find a suitable unit
- For Homeless Preference Limited Referral Based Vouchers the PHA will only consider extensions if the following criteria is met:
    - Referring agency has submitted the applicant's housing plan and explain barriers via LaserFiche form at least 15 days prior to voucher expiration
    - Referring agency has submitted a detail request describing active case management that not led to securing housing
    - The referring agency has a lease-up success rate of at least 40%.
        - Success rates will be updated quarterly and updated semi-annually

Current Policy:

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

PHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past five years.

Records of arrests for drug-related or violent criminal activity within the past five years, although a record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

Proposed Policy:

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

PHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past three years.

Records of arrests for drug-related or violent criminal activity within the past five years, although a record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

Current Policy:

Other Authorized Reasons for Termination of Assistance
[24 CFR 982.552(c), 24 CFR 5.2005(c)]

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II.E, the Violence against Women Act of 2013 explicitly prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.

Additionally, per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate assistance to a family due to the family's failure to meet its obligations under the Family Self-Sufficiency (FSS) contract of participation [FR Notice 12/29/14].

PHA Policy

The PHA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally assisted housing in the last five years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

Proposed Policy:

Other Authorized Reasons for Termination of Assistance
[24 CFR 982.552(c), 24 CFR 5.2005(c)]

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II.E, the Violence against Women Act of 2013 explicitly prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.

Additionally, per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate assistance to a family due to the family's failure to meet its obligations under the Family Self-Sufficiency (FSS) contract of participation [FR Notice 12/29/14].

PHA Policy

The PHA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally assisted housing in the last three years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

Current Policy:

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:

1. Displaced by government action (1pt)
2. Residency – applicants that live, work, or are hired to work in the PHA's jurisdiction (1pt)
3. The PHA will offer a limited (10%) referral-based homeless preference to homeless individuals and families (1pt).
    i. The PHA will work with the following partnering service agencies:
    ii. All ICT-Impact (Continuum of Care) participating agencies.
    iii. The agency must certify that the applicant is homeless or moving on from a Permanent or Transitional Housing program.
4. Refugee Preference (1pt).

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

Proposed Policy:

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:

1. Displaced by government action (1pt)

2. Residency – applicants that live, work, or are hired to work in the PHA's jurisdiction (1pt)
3. The PHA will offer a limited (15%) referral-based homeless preference to homeless individuals and families (1pt).
    i. The PHA will work with the following partnering service agencies:
    ii. All ICT-Impact (Continuum of Care) participating agencies.
    iii. The agency must certify that the applicant is homeless or moving on from a Permanent or Transitional Housing program
4. Homeless Preference referrals from Housing First Revolution or Project HOPE administered by the Department of Housing and Community Services receive an additional preference point. (1pt).
5. Refugee Preference (1pt).

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

Housing Opportunity Through Modernization Act (HOTMA)

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 was signed into law by President Obama in July 2016. On February 14, 2023, HUD published the final rule implementing Sections 102, 103, and 104 of HOTMA which addresses:

- Over-income Households in Public Housing – Section 103
- Income Reviews – Section 102
- Asset Limits – Section 104
- Most provisions effective Jan. 1, 2024 (except 103 which was implemented June 14, 2023) with complete implementation no later than Jan. 1, 2025

Please find attached the HUD Resource Sheets that will be incorporated into the WHA Administrative Plan in accordance with the HUD regulations.

- Income and Assets Fact Sheet
- Income and Exclusions Resource Sheet
- Student Financial Assistance Resource Sheet
- Hardship Exemptions Resource Sheet

HOTMA Sections 102 and 104: Income and Assets Fact Sheet

This sheet provides an overview of the changes related to income reviews and asset limitations from the implementation of HOTMA Sections 102 and 104.

Income Definitions—24 CFR 5.609 (a): Income is now defined broadly with an expanded and clarified list of income exclusions. Annual income includes all amounts received from all sources by each adult family member 18 years or older or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets.

- **Income Exclusions—24 CFR 5.609(b):** See the **Income and Exclusions Resource Sheet** for the list of all excluded amounts.
- **Student Financial Assistance—24 CFR 5.609(b)(9):** See the **Student Financial Assistance Resource Sheet** for information on deductions, exclusions, and calculating exclusions.

Income from Assets—24 CFR 5.609(a): In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, the PHA should use that amount. If it is not possible to calculate an actual return on an asset, the PHA must impute income from assets based on the current passbook savings rate as determined by HUD when the family has net assets over $50,000 (adjusted annually by CPI-W). See the **Asset Resource Sheet** for the list of all excluded amounts.

Calculation of Income—24 CFR 5.609(c): For initial occupancy/assistance and interim reexaminations, the PHA must estimate the family income for the upcoming 12-month period using current income. For all annual reexaminations, the PHA must determine the family income for the previous 12-months **unless** using a streamlined income determination, taking into account any redetermination from an interim reexamination and any unaccounted for income changes.

Interim Income Reexaminations—24 CFR 960.257(b), 982.516(c), and 882.515(b): A family may request an interim reexamination because of family income or composition changes since the last examination. An interim reexamination should be conducted when a family's adjusted income decreases by 10% or more (or lower threshold per HUD or PHA policy). An interim reexamination should also be conducted when a family's adjusted income increases by 10% or more; however, the PHA may not consider any increase in the *earned* income of the family when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the certification period. See the **Interim Reexaminations Fact Sheet**.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

HOTMA Sections 102 and 104: Income and Assets Fact Sheet

Safe Harbor: Income Determinations from Other Programs — 24 CFR 5.609(c)(3): The PHA may determine a family's pre-deduction income based on income determinations made by other means-tested federal public assistance programs within the previous 12-months. PHAs are not required to use this method.

Eliminates the Earned Income Disregard: Only families already participating in EID on the effective date of the final rule may continue receiving the benefits up to 2 years from that date. Families receiving the Jobs Plus Earned Income Disregard pursuant to the FY2022 NOFO or earlier may continue to receive the EID under the terms of the NOFO.

Mandatory Deductions — 24 CFR 5.611 (a)(1)-(a)(2): Changes the mandatory deduction amounts to $480 per dependent and $525 per elderly and disabled family. These amounts are 2024 figures, adjusted annually for inflation and rounded to the next lowest multiple of $25.

Health and Medical Expense Deduction — 24 CFR 5.611(a)(3): Increases the threshold for the deduction of unreimbursed health and medical care expenses plus unreimbursed reasonable attendant care and auxiliary apparatus expenses that enable employment to 10% of annual income.

Permissive Deductions — 24 CFR 5.611(b): A PHA may adopt, through written policies, additional deductions from annual income. PHAs will not be eligible for additional HUD funding based on application of these deductions.

Hardship Exemptions to the Health and Medical Expenses Deduction — 24 CFR 5.611(c)(1)-(c)(2): There are two categories of hardship exemptions to the new 10% threshold for unreimbursed health and medical expenses: a phase-in for families already receiving a deduction for expenses over 3% of their income and a general hardship exemption.

Exemption to Continue the Child Care Expense Deduction — 24 CFR 5.611(d): A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction.

Limitation on Assets — 25 CFR 5.618(a): The new rule restricts families from receiving public housing or Section 8 benefits if their net family assets exceed $100,000 (as adjusted annually) or if the family owns real property deemed suitable for the family to live in.

Exclusion from Assets — 24 CFR 5.603(b)(3): There are new exclusions from assets, including related to necessary items of personal property, non-necessary items of personal property when the total value does not exceed $50,000 (as adjusted), and real property that the family does not have the legal authority to sell.

See the **Assets, Asset Exclusions, and Limitation on Assets Resource Sheet** for a complete list and more information on exclusions and real property.

Additional Resources on HOTMA Sections 102/ 104

- HUD Exchange: **HOTMA Income and Assets Training Series**

Student Aid and Financial Assistance Resource Sheet

HOTMA mandates the exclusion of earned income for full-time dependent students and the exclusion of certain financial aid for both full and part-time students.

Mandatory Deduction for Full-time Students 24 CFR 5.609(b)(14)

The earned income of dependent full-time students in excess of the amount of the deduction for a dependent is excluded from income. Since there is a mandatory $480 deduction* for dependents, the result is that all earned income of dependent students will either be excluded or deducted from income. *(*The deduction amount will be adjusted annually for inflation and rounded to the next lowest multiple of $25.)*

Educational Savings Account 24 CFR 5.609(b)(10)

Any amount in or from, or any benefits, income, or distributions from, any Coverdell educational savings account of or any qualified tuition program under IRS sections 529 and 530 shall be excluded from income.

Student Financial Assistance 24 CFR 5.609(b)(9)

The new rules create two categories of student financial aid. The first category, is any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income, referred to here as, "Title IV HEA Assistance." For public housing residents, all assistance in this category must be excluded from income. See the exception for some Housing Choice Voucher participants below in the final section.

The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education.

Exclusion in both categories apply equally to full and part-time students.

Title IV HEA Assistance 24 CFR 5.609(b)(9)(i)

Title IV HEA Assistance refers to any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income. This includes:

- Bureau of Indian Affairs/ Education student assistance programs. Current examples include:
  - The Higher Education Tribal Grant, and
  - The Tribally Controlled Colleges or Universities Grant Program.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Student Aid and Financial Assistance Resource Sheet

- Student assistance received under Title IV of HEA currently includes, but is not limited to:
  - Federal Pell Grants
  - Teach Grants
  - Federal Work-Study Programs
  - Federal Perkins Loans

Beginning January 1, 2024, PHAs shall exclude from income amounts received for the forms of assistance listed in the revised version of Section 479B of the HEA. This will expand the forms of excluded income to include:

- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA), including: **workforce investment activities for adults and workers dislocated** as a result of permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster that results in mass job dislocation, in order to assist such adults or workers in obtaining reemployment as soon as possible.

Section 479B of the HEA requires that all assistance under Title IV of the HEA as well as Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations. (See the exception for some Housing Choice Voucher participants below.)

Work Study: Amounts received under work study may only be excluded if provided pursuant to Title IV of the HEA or deducted as earned income if performed by a dependent full-time student (24 CFR 5.609(9)(ii)(B)(2)).

Loans: Loan proceeds for educational expenses, though considered student financial assistance if provided under a loan program in Title IV of the HEA, are not considered student financial assistance in the second category (Student Financial Assistance) but are already excluded from income as a loan (24 CFR 5.609(b)(20)).

Other Student Financial Assistance

24 CFR 5.609(b)(9)(ii)

This category of excluded student financial assistance recognizes that student aid can take a variety of forms and come from a variety of sources. It seeks to cover student financial assistance, for both full and part-time students, that is **not** included under Title IV of the HEA or under Bureau of Indian Affairs student assistance programs.

To qualify as excluded student financial assistance under this category, the aid must be:

- Used for "actual covered costs"
- Expressly to assist the a student with the costs of higher education; or
- Expressly to assist a student who is not the head of household or spouse, with the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit;
- A grant or scholarship received from:
  - The federal government;
  - A State, Tribe, or local government;
  - A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

Student Aid and Financial Assistance Resource Sheet

- » A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- » An institution of higher education.

The aid may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA as consistent with this section (24 CFR 5.609 (b)(9)(ii)).

Student financial assistance, excluded here, does **not** include:

- Any assistance that is already excluded under Title IV of the HEA
- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded as Title IV HEA Assistance).
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with HEA assistance exceeds the actual covered costs of the student.

Employer Grants: A grant includes a qualified tuition remission, reduction, waiver, or reimbursement (i.e., for costs of tuition, books, and fees, etc. paid for by the student) by the educational institution, such as for an employee of the institution of higher education or an eligible family member of that employee. A grant would also include assistance provided by an employer as part of an employee educational assistance program or tuition reimbursement program.

Actual covered costs of the student are the actual costs of: tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. The educational institution must meet the definition of an institution of higher education (as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)).

Calculating Exclusions from Both Categories

When the student is receiving assistance that is excluded under both categories, the Title IV HEA Assistance must be applied first. Student Financial Assistance can then be applied to any remaining actual covered costs. Once actual costs are covered, any remaining Student Financial Assistance would be considered income.

Steps:

1. Calculate the "actual covered costs."
2. Apply the Title IV HEA Assistance.
3. Subtract the actual covered costs from the total amount of Title IV HEA Assistance.
   a. If the amount of assistance excluded as Title IV HEA Assistance is equal to or exceeds the actual covered costs, none of the assistance included under "Student Financial Assistance"

Student Aid and Financial Assistance Resource Sheet

would be excluded from income. This is because this assistance would no longer be needed to cover actual costs and therefore would not meet the definition of Student Financial Assistance.

b. If the amount of Title IV HEA Assistance is less than the actual covered costs, go to the next step.

4. Exclude the amount of Student Financial Assistance up to the amount of the remaining actual covered costs (those not covered by Title IV HEA Assistance).

Example 1

Title IV HEA Assistance:	$26,000
Other Student Financial Assistance:	$5,000
Actual covered costs:	$25,000
Excluded income:	$26,000

Explanation: All assistance under Title IV HEA Assistance must be excluded from income. This exclusion must be taken first. Student Financial Assistance could then cover any remaining actual covered costs. However, since there were no remaining actual covered costs, this assistance would be counted as income.

Example 2

Title IV HEA Assistance:	$15,000
Other Student Financial Assistance:	$5,000
Actual covered costs:	$22,000
Excluded income:	$20,000

Explanation: All financial assistance ($20,000) is still less than the student's actual covered costs ($22,000). Therefore, all financial assistance should be applied.

Example 3

Title IV HEA Assistance:	$15,000
Student Financial Assistance:	$5,000
Actual covered costs:	$18,000
Excluded income:	$20,000

Explanation: In this case, the student's actual covered costs are only $18,000. The amount of the scholarship that is considered Student Financial Assistance and excluded from income would be $3,000. This is because

Student Aid and Financial Assistance Resource Sheet

$3,000 is the amount by which actual covered costs exceed the assistance excluded as Title IV HEA assistance ($18,000 - $15,000). The amount of the scholarship that is in excess of the student's actual covered costs ($2,000) is not student financial assistance and is not excluded under § 5.609(b)(9)(ii).

Another way to explain this is that, Student Financial Assistance (§ 5.609(b)(9)(ii)) excluded from income is the lower of either:

1. the total amount of scholarships and grants the student received that are not covered by 479B of the of the HEA or
2. the amount by which the student's actual covered costs exceeds the assistance the student received that is excluded under section 479B of the HEA.

HCV Limitation for Student Assistance in Excess of Covered Costs

Section 479B of the HEA requires that all assistance under Title IV of the HEA and Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations. However, for over 10 years through FY 2022, HUD appropriations have included a provision that for Section 8 students who are age 23 and under or without dependent children any amounts received in excess of tuition and any other required fees and charges shall be considered income. This limitation has been interpreted to apply when the student is the head of household or spouse, but not when the student resides with parents in a Section 8 unit (71 FR 18146). For any funds from a year where HUD's appropriations acts include this limitation, it will apply with respect to Section 8 participants. HUD will notify PHAs if this requirement is removed from the appropriations act.

Student Aid and Financial Assistance Resource Sheet

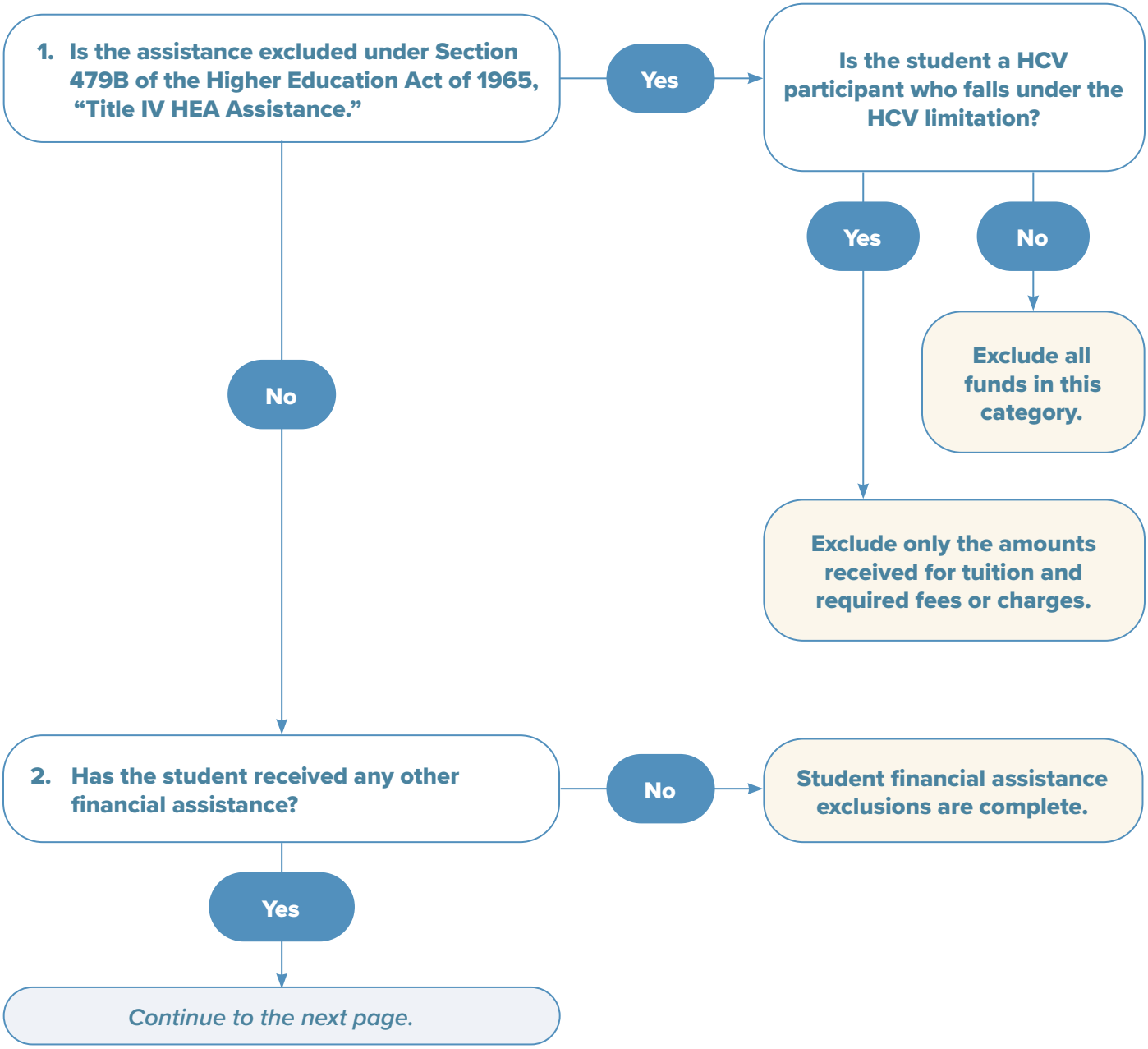
Student Financial Assistance Exclusion Decision Tree

Before going through the decision tree, determine:

Title IV HEA Assistance:

Other Student Financial Assistance:

Actual covered costs:



Student Aid and Financial Assistance Resource Sheet

3. After applying the Title IV HEA Assistance, does the student still have "actual covered costs" that were not met?

- **No** → **Student financial assistance exclusions are complete.**
- **Yes** ↓

4. Was the assistance received as a fee for service (ex: work study)?

- **Yes** → **Amounts received under work study may only be excluded under if provided pursuant to Title IV of the HEA or deducted as earned income if performed by a dependent full-time student.**
- **No** ↓

5. Was the assistance received a gift including from family or friends?

- **Yes** → **This amount may not be excluded.**
- **No** ↓

6. Was the assistance received a loan?

- **Yes** → **May only be excluded if provided under a loan program in Title IV of the HEA. It may otherwise be excluded from income as a loan (24 CFR 5.609(b)(20)).**
- **No** ↓

Continue to the next page.

Student Aid and Financial Assistance Resource Sheet

7. Does the aid meet the following requirements:

- Expressly to assist a student with the costs of higher education; or
- Expressly to assist a student who is not the head of household or spouse, with the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit;
- A grant or scholarship received from:
  - The federal government; a State, Tribe, or local government; a private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); a business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or an institution of higher education.

Yes → **Exclude the amount of Other Student Financial Assistance up to the amount of the remaining actual covered costs (those not covered by Title IV HEA Assistance). After making this exclusion, any remaining funds are considered income.**

No → **Student financial assistance exclusions are complete.**

Income and Income Exclusions Resource Sheet

For more information refer to the full HOTMA Income and Assets Training Series, including the Income Fact Sheet.

Annual Income 24 CFR 5.609(a)

Annual income includes, with respect to the family:

- All amounts, not specifically excluded below, received from all sources by each member of the family 18 years or older or is the head of household or spouse of the head of household, plus
- Unearned income by or on behalf of each dependent who is under 18 years of age, and
- Imputed returns on net family assets exceeding $50,000 (adjusted annually using the CPI-W) when the value of the actual returns from a given asset cannot be calculated. Imputed returns are based on the current passbook savings rate, as determined by HUD. (***Note:*** *if it is possible to calculate actual returns from an asset, the PHA should use that amount as income).*

EXCLUSIONS

Federally Mandated Income Exclusions 24 CFR 5.609(b)(22)

Amounts that HUD is required by federal statute to exclude as income for determining eligibility or benefits. HUD will publish an updated notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

- Mandatory Income exclusions related to ABLE accounts will be detailed here. PHAs can refer to Notice PIH 2019-09/H-2019-06, or any subsequent notice on the subject, for details on when ABLE account income is excluded.

Assets 24 CFR 5.609(b)(1)

Imputed returns: Any imputed return on an asset when net family assets total $50,000 or less (adjusted by HUD annually per CPI-W) and no actual income from the net family assets can be determined. *(**Note that:** Actual returns from assets are included in income.)*

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Income and Income Exclusions Resource Sheet

Non-recurring income 24 CFR 5.609(b)(24)

Income that will not be repeated in the coming year based on information provided by the family. Some examples of non-recurring income include:

- U.S. Census Bureau for employment income (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not resulting in permanent employment.
- Direct federal or state payments for economic stimulus or recovery.
- State or federal refundable tax credits or state or federal tax refunds received directly at the time they are received directly by the family.
- Gifts for significant life events or milestones (e.g., holidays, birthdays, wedding gifts, baby showers, anniversaries).
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Lump-sum additions to net family assets, including but not limited to **lottery** or other contest winnings.

Note that: *Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income, even if the source, date, or amount of the income varies.*

Self-employment Income 24 CFR 5.609(b)(28)

Gross income received through self-employment or operation of a business; with the exception of the following which **shall be considered income**:

- Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations; and
- Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

Note: *gross income is the total income that a business brings in and is not reflective of the costs of operating a business or of being self-employed*

Minors Earned Income 24 CFR 5.609(b)(3)

All earned income of all children under the age of 18, including foster children.

Income and Income Exclusions Resource Sheet

Adoption assistance payments 24 CFR 5.609(b)(15)

Earned income in excess of the amount of the deduction for a dependent in § 5.611.

- Deduction is currently $480* per child. The end result is that all adoption assistance payments will be excluded.

Earned Income of Dependent Students

24 CFR 5.609(b)(14)

Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

- Deduction is currently $480* per dependent. The end result is that these payments will not be counted.

Title IV HEA Assistance 24 CFR 5.609(9)(i)

Any assistance that section **479B of the Higher Education Act of 1965**, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income including Bureau of Indian Affairs or Department of Education student assistance programs. These amounts are only excluded up to the cost that covers tuition and other required fees in Section 8 households if the student is the head of household or that person's spouse.

See the **Student Aid and Financial Assistance Resource Sheet** for more information on how to calculate the exclusion, particularly when the student receives funds from both types of sources.

Other Student Financial Assistance 24 CFR 5.609(9)(ii)

Student financial assistance, not excluded under the HEA for "actual covered costs" of higher education paid directly to the student or to the educational institution on the student's behalf.

Educational Savings Account 24 CFR 5.609(b)(10)

Income and distributions from any Coverdell educational savings account of or any qualified tuition program under IRS sections 529 and 530.

Baby bonds 24 CFR 5.609(b)(10)

Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized, or funded by federal, state, or local government.

Foster Children / Adults Payments 24 CFR 5.609(b)(4)

Payments received for the care of foster children or adults, including state kinship, guardianship care payments, or tribal kinship payments.

** As adjusted annually by CPI-W and rounded to the next lowest multiple of $25.*

Income and Income Exclusions Resource Sheet

Foster Children/ Adults Income 24 CFR 5.609(b)(8)

Income of foster child or adult (as defined in 24 CFR 5.403 and 5.603).

Live-in Aide 24 CFR 5.609(b)(8)

Income of a live-in aide.

Note on Foster Children/Adults and Live-in Aides: *Foster adults and foster children are members of the household and therefore considered when determining appropriate unit size and utility allowance. However, they are not considered members of the "assisted family" in determining annual and adjusted income or net family assets; nor are the assets of foster adults or children taken into consideration for purposes of asset limitations. A live-in aide is treated similarly for purposes of income and assets.*

State Payments to Allow Individuals with Disabilities to Live at Home 24 CFR 5.609(b)(19)

These payments must be made:

- by or authorized by a state Medicaid managed care system or other state agency
  - Includes: state Medicaid-managed care system, other state agency, or authorized entity
- to a family to enable a family member who has a disability to reside in the family's assisted unit.

Note on HOTMA changes to State Payments to Allow Individuals with Disabilities to Live at Home:

- HOTMA expands the exclusion to cover all payments by the state Medicaid-managed care system, other state agency, or authorized entity, for caregiving services to enable a family member with a disability to live in the assisted unit.
- No change if the family already received such payment that was excluded from income
- Previous requirement that these payments offset the cost of services or equipment has been eliminated.

Plan to Attain Self-Sufficiency (PASS) 24 CFR 5.609(b)(12)(i)

Amounts received by a person with a disability 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).

Income and Income Exclusions Resource Sheet

Trust distributions 24 CFR 5.609(b)(2)

Irrevocable trust or revocable trust outside of family or household control, excluded from the definition of net family assets under § 5.603(b),

- Distributions of the principal, or corpus, of the trust, and
- Distributions of income from the trust used to pay the costs of health and medical care expenses for a minor.

Revocable trust or a trust under the control of the family or household: any distributions from the trust are excluded from income.

- Except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

Note: *given that the corpus (or principal) of a trust is not new money coming in for the family, any distributions of a trust's principal, regardless of the form of the trust, are excluded. As a general rule, PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.*

Reimbursements for Health and Medical Care Expenses 24 CFR 5.609(b)(6)

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Insurance payments and settlements for personal or property loss 24 CFR 5.609(b)(5)

Including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.

Retirement plan 24 CFR 5.609(b)(26)

Income received from any account under an IRS-recognized retirement plan. However, any distribution of **periodic payments** from these accounts shall be income at the time they are received by the family. Retirement accounts include:

- Individual retirement arrangements (IRAs)
- Employer retirement plans, and
- Retirement plans for self-employed individual

Military 24 CFR 5.609(b)(11)

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Income and Income Exclusions Resource Sheet

Veterans 24 CFR 5.609(b)(17)

Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

Lawsuit Settlements 24 CFR 5.609(b)(7)

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family having a **disability**.

Reparations for Persecution 24 CFR 5.609(b)(13)

Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.

Tribal Claims Payments 24 CFR 5.609(b)(21)

Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States. This includes payments from tribal trust settlements. Payments must be excluded from gross income under the Internal Revenue Code or other federal law.

Civil Rights Settlements and Judgements 24 CFR 5.609(b)(25)

Civil rights settlements or judgments, including settlements or judgments for back pay.

Reimbursements from other publicly assisted programs 24 CFR 5.609(b)(12)(ii)

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program.

Resident Services Stipend 24 CFR 5.609(b)(12)(iii)

Resident service stipends not to exceed $200 per month. This is a modest amount provided to a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Employment training programs 24 CFR 5.609(b)(12)(iv)

Incremental earnings and benefits from training programs funded by HUD or qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

- Excluded amounts must be received under employment training programs with clearly defined goals and objectives and only excluded during participation in the program unless the amounts are excluded as Federal Financial Aid (§ 5.609(b)(9)(i)).

Income and Income Exclusions Resource Sheet

Family Self Sufficiency Account 24 CFR 5.609(b)(27)

Income earned on amounts placed in a family's FSS.

Housing "gap" payments 24 CFR 5.609(b)(23)

Replacement housing "gap" payments that offset increased rent and utility costs to families that are displaced from one federally subsidized housing unit and move into another federally subsidized housing unit (49 CFR part 24).

If the gap is reduced or eliminated because of a subsequent move by the tenant or change in the subsidy, and the tenant continues to receive the payment, the payment that is no longer needed to close the gap should be counted as income.

Deferred Supplemental Security Income, Social Security benefits, or Department of Veterans Affairs disability benefits 24 CFR 5.609(b)(16)

Deferred periodic amounts from:

- Supplemental Security Income and Social Security benefits that are received as a lump sum or in prospective monthly amounts, or
- Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

Property Tax Rebates 24 CFR 5.609(b)(18)

Refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Loan Proceeds 24 CFR 5.609(b)(20)

The net amount disbursed by a lender to a borrower, under the loan terms. Funds may be received by the family or a third party (e.g., educational institution or car dealership).

Income and Income Exclusions Resource Sheet

Annual Income Exclusions 24 CFR 5.609(b)

Income Exclusions Table

Category	Exclusion	CFR	Description
Other	Federally Mandated Income Exclusions	24 CFR 5.609(b)(22)	Amounts that must be excluded by federal statute. HUD will publish a Federal Register notice that includes the qualifying benefits.
Assets	Imputed Income from Assets	24 CFR 5.609(b)(1)	Any imputed return on an asset when net family assets total $50,000 (adjusted annually) or less and no actual income from the net family assets can be determined.
Non-recurring income	Non-recurring income	24 CFR 5.609(b)(24)	Income that will not be repeated in the coming year based on information provided by the family.
Self-employment	Gross Self-employment Income	24 CFR 5.609(b)(28)	Gross income received through self-employment or operation of a business
Dependents	Minors (children under the age of 18 years)	24 CFR 5.609(b)(3)	All earned income of all children under the age of 18, including foster children.
Dependents	Adoption assistance payments	24 CFR 5.609(b)(15)	Adoption assistance payments for a child in excess of the amount of the dependent deduction.
Students	Earned Income of Dependent Students	24 CFR 5.609(b)(14)	Earned income of dependent full-time students in excess of the amount of the dependent deduction.
Students	Title IV HEA Assistance	24 CFR 5.609(b)(9)(i)	Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, requires to be excluded from a family's income.
Students	Other Student Financial Assistance	24 CFR 5.609(b)(9)(ii)	Student financial assistance, not excluded under the HEA, for actual covered costs of higher education.
Students	Educational Savings Account	24 CFR 5.609(b)(10)	Income and distributions from any Coverdell educational savings account of or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529.
Baby bonds	Baby bonds	24 CFR 5.609(b)(10)	Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized or funded by federal, state or local government.
Foster children / adults	Payments for Foster Children / Adults	24 CFR 5.609(b)(4)	Payments received for the care of foster children or adults, including State kinship, guardianship care payments, or tribal kinship payments.
Foster children / adults	Income of foster children / adults	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603.
Live-in Aide	Income of a Live-in Aide	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult.
People with Disabilities	ABLE accounts	24 CFR 5.609(b)(22)	Will be included in federally mandated excluded amounts. Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded.
People with Disabilities	State Payments to Allow Individuals with Disabilities to Live at Home	24 CFR 5.609(b)(19)	Payment made by an authorized by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
People with Disabilities	Plan to Attain Self-Sufficiency (PASS)	24 CFR 5.609(b)(12)(i)	Amounts set aside for use under a Plan to Attain Self-Sufficiency (PASS).
People with Disabilities	Reimbursements for Health and Medical Care Expenses	24 CFR 5.609(b)(6)	Amounts for, or in reimbursement of, health and medical care expenses for any family member.

(continued)

Income and Income Exclusions Resource Sheet

Category	Exclusion	CFR	Description
Trusts	Trust distributions	24 CFR 5.609(b)(2)	Any distributions of a trust's principal are excluded. PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the expectation of distributions used to pay the health and medical care expenses of a minor.
Insurance	Insurance payments and settlements for personal or property loss	24 CFR 5.609(b)(5)	Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
Retirement	Retirement plan	24 CFR 5.609(b)(26)	Income received from any account under an IRS-recognized retirement plan. However, periodic payments are income at the time of receipt.
Military	Hostile fire special payment	24 CFR 5.609(b)(11)	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
Veterans	Veterans aid and attendance payments	24 CFR 5.609(b)(17)	Payments related to aid and attendance for veterans under 38 U.S.C. 1521.
Lawsuits	Lawsuit Settlements	24 CFR 5.609(b)(7)	Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled.
Lawsuits	Reparations for Persecution	24 CFR 5.609(b)(13)	Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.
Lawsuits	Tribal Claims Payments	24 CFR 5.609(b)(21)	Payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States.
Lawsuits	Lawsuits related to civil rights	24 CFR 5.609(b)(25)	Civil rights settlements or judgments, including settlements or judgments for back pay.
Reimbursements	Reimbursements from publicly assisted programs	24 CFR 5.609(b)(12)(ii)	Amounts received by a participant in other publicly assisted programs for or in reimbursement of expenses to allow program participation (e.g., special equipment, clothing, transportation, child care, etc.).
Resident Services Stipend	Resident Services Stipend	24 CFR 5.609(b)(12)(iii)	Resident service stipends of $200 or less per month for performing a part-time service for the PHA that enhances the quality of life in the development.
Employment training programs	Employment training programs	24 CFR 5.609(b)(12)(iv)	Incremental earnings and benefits from training programs HUD and qualifying employment training programs and training of a family member as resident management staff.
FSS	Family Self Sufficiency Account	24 CFR 5.609(b)(27)	Income earned on amounts placed in a family's FSS account.
Housing gap payments	Housing "gap" payments	24 CFR 5.609(b)(23)	Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
Benefits	Deferred Supplemental Security Income, SS income and benefits, or VA disability benefits	24 CFR 5.609(b)(16)	Deferred periodic amounts from: SSI, Supplemental Security Income and benefits or VA disability benefits that are received in a lump sum or prospective monthly amounts.
Property tax rebates	Property Tax Rebates	24 CFR 5.609(b)(18)	Refunds or rebates under state or local law for property taxes paid on the dwelling unit.
Loans	Loan Proceeds	24 CFR 5.609(b)(20)	The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership).

Health and Medical Expenses & Child Care Expenses

Hardship Exemptions Resource Sheet

This resource is meant for both PHAs and families participating in public housing and the Housing Choice Voucher program (Section 8).

Health and Medical Expense Deduction

New HUD rules allow health and medical expenses exceeding 10% of a family's annual income to be deducted from the amount of a family's income to determine the **adjusted** income which is then used to calculate the rent.

Qualifying expenses are the sum of:

- Unreimbursed health and medical care expenses of any elderly or disabled family; and
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, in order to enable any member of the family, including the person with a disability, to be employed.
  - » This deduction may not exceed the combined earned income of the adult family members who are able to work due to the attendant care or auxiliary apparatus.

Note: The full text of the rule can be found in the Code of Federal Regulations in section 24 CFR 5.611(a)(3).

Estimating Qualifying Expenses

HUD has an **Income Estimation Tool** which may be used by the public housing agency (PHA) and families to estimate at what amount of expenses a family would begin to receive a deduction for health and medical expenses.

In the following example, the family earns $20,000 per year. The tool shows that qualified expenses over $2000, which is 10% of the family's income, could be deducted in determining the family's adjusted income.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Hardship Exemptions Resource Sheet

Income Estimation Tool

Keep this page for your records. Use the estimates below to determine if you may qualify for an interim recertification (reexamination) to adjust your monthly payment.

Recertification date: Jan-2024 *(month/year)*

Family's annual income: $ 20,000.00

If your family qualifies as an elderly or disabled family and has unreimbursed health, medical, or disability assistance expenses of more than $ 2,000.00 a year (10% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

If your family qualifies for a hardship exemption and has unreimbursed health, medical, or disability assistance expenses of more than $ 1,000.00 a year (5% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

Hardship Exemptions to the Health and Medical Expenses Deduction

HUD has also created two categories of hardship exemptions to the new 10% threshold for unreimbursed medical expenses. The exemptions allow for more expenses to be deducted from the family's adjusted income for a limited period of time.

Category 1: Phased In relief for families already receiving a health and medical deduction

The new rule increases the health and medical expense deduction to the amount by which those expenses exceed 10% of the family's annual income. This is an increase from the previous threshold of 3%. Families previously receiving the deduction may see an increase in their non-deductible health and medical expenses, which could result in an increase in their adjusted income and their rent. However, this may be offset by the increased deduction for elderly and disabled families from $400 to $525. This hardship exemption phases in the new deduction amount over two years.

Eligibility: As of January 1, 2024, the family must have been receiving a deduction from annual income of qualified health and medical expenses exceeding 3 percent of annual income.

Form and duration of the exemption: Those families experiencing a hardship will have a phase in to the new deduction amount over two years:

- 1st year: PHA deducts eligible expenses exceeding 5% of the family's income.
- 2nd year: PHA deducts eligible expenses exceeding 7.5% of the family's income.

Hardship Exemptions Resource Sheet

- After 24 months this hardship exemption expires. The PHA will deduct expenses exceeding 10% of the family's annual income, unless the family requests and qualifies for a new exemption under category 2.

Category 2: General Financial Hardships

This exemption is for families who can demonstrate a financial hardship due to an increase in their qualified expenses or because of a change that would not otherwise trigger an interim reexamination. For example, a decrease in income or a change in family composition.

Eligibility: A family must demonstrate that their applicable expenses increased or the hardship is a result of a change in circumstances, as defined by the PHA, that would not otherwise trigger an interim reexamination.

This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a hardship exemption under the first category.

Form and duration:

- The family may receive a deduction of all eligible expenses exceeding 5% of their annual income.
- The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier.
- The PHA may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship continues.

Category 2 may also include families that qualified under Category 1 but:

- Exhausted that relief (after 24 months), or
- Chose to apply for relief under this category in the 2nd year of receiving a Category 1 deduction. The family would then receive a deduction for their qualifying expenses over 5% of their income instead of those exceeding 7.5% of their income.
- The family will no longer be eligible for a hardship exemption under the first category, even if they had not finished the 24 month period.

Note: The full text of the rule related to these hardship exemptions can be found in the Code of Federal Regulations in section 24 CFR 5.611(c).

Estimating if a family qualifies for a hardship exemption

The **Income Estimation Tool** can also be used to see if a family may be eligible for a hardship deduction. The tool shows the amount of qualified expenses over 5% of the family's income. If the family has a financial hardship making it unable for them to pay the rent and has qualified health and medical expenses over 5% they should speak to the PHA to see if they qualify for a hardship exemption.

Hardship Exemptions Resource Sheet

In this same example, the tool shows that the family would have to have qualified expenses over $1000, which is 5% of the family's income, to potentially qualify for a hardship exemption.

Income Estimation Tool

Keep this page for your records. Use the estimates below to determine if you may qualify for an interim recertification (reexamination) to adjust your monthly payment.

Recertification date: Jan-2024 *(month/year)*

Family's annual income: $ 20,000.00

If your family qualifies as an elderly or disabled family and has unreimbursed health, medical, or disability assistance expenses of more than $ 2,000.00 a year (10% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

If your family qualifies for a hardship exemption and has unreimbursed health, medical, or disability assistance expenses of more than $ 1,000.00 a year (5% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

Child Care Expense Deduction

Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education may be deducted from income.

This means that the amount of child care expenses may be deducted from the family's annual income in determining their adjusted annual income and therefore their rent. The expenses that can be deducted cannot exceed the amount of income earned by the person who is able to work due to the childcare.

For example, if childcare costs are $6000 for the year and the parent who is able to work due to childcare earns $5000 annually, then $5000 would be deducted in determining the family's adjusted income.

Note: *The full text of the rule can be found in the Code of Federal Regulations in section 24 CFR 5.611(a)(4).*

Hardship Exemptions Resource Sheet

Exemption to Continue the Child Care Expense Deduction

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction.

Eligibility: The family must demonstrate that they are unable to pay their rent because of loss of this deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering education.

For example, the parent who was working due to the child care had to leave their job to care for a sick family member. In order to provide this unpaid care they continue to need childcare.

Form and duration of relief:

- Up to 90 days.
- The exemption may be extended, at the PHA's discretion, for additional 90-day periods based on family circumstances.
- The PHA may terminate the hardship exemption if they determine that the family no longer needs it.

PHA Policy: The PHA must have an established policy for determining a family's inability to pay the rent if they request a child care hardship exemption.

Family notification: The family must receive prompt notification in writing of the change in adjusted income and the rent due to the child care hardship exemption, and dates for when the hardship exemption will begin and expire.

Note: The full text of the rule related to these hardship exemptions can be found in the Code of Federal Regulations in section 24 CFR 5.611(d).

Related Resources

- Income Estimation Tool and Directions
- HOTMA Income and Assets Trainings Series

WICHITA HOUSING AUTHORITY

Proposed Admissions & Continued Occupancy Policy Changes for 1/1/2024

Item I

Current Policy:

NONDISCRIMINATION

The City of Wichita Public Housing Program (WHA-PH) 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.

Proposed Policy:

NONDISCRIMINATION

The City of Wichita Public Housing Program (WHA-PH) shall not discriminate because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class") 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.

Item II.A.6. ELIGIBILITY FOR ADMISSION

Current Policy:
One or two near elderly persons at least 50 years old, but under the age of 62 years, and does not qualify as an elderly family, or a displaced person, or as the remaining member of a tenant family, but will qualify to occupy Greenway Manor or McLean Manor pursuant to the Designated Housing Allocation Plan; or

Proposed Policy:
Delete Item 6: These properties are no longer part of Public Housing following the RAD conversion and this item no longer applies.

Item VII. 3 & 4A DETERMINATION OF RENT

Current Policy:

Part I – Determination of Total Tenant Payment
The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income

2. 30% of the family's adjusted monthly income

3. The Minimum rent is $50. (Approved by WHAB 10-02-12)

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

A. Minimum Rent.

The Wichita Housing Authority has set the minimum rent at $0.00. However, if the family requests a financial hardship exemption, the WHA will suspend the minimum rent for the family beginning the month following the family's financial hardship request. The suspension will continue until WHA can determine whether a financial hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent, nor will they be evicted for not paying the minimum rent.

Procedures for Participant Notification

WHA staff shall notify all participant families subject to a minimum rent of their right to request a financial hardship exemption from paying minimum rent.

WHA staff shall notify all Public Housing tenants at their annual recertification appointment of their right to request a financial hardship exemption from minimum rent.

WHA staff shall notify all families at the time of lease-up of their right to request a minimum rent financial hardship exemption.

WHA staff shall document resident files showing that the family was notified of the right to request a minimum rent financial hardship exemption at the time of lease-up and annual recertification.

1. A financial hardship exists in the following circumstances:

a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

b. When the family would be evicted because it is unable to pay the minimum rent;

c. When the income of the family has decreased because of changed circumstances, including loss of employment; and

When a death has occurred in the family.

Other circumstances determined by WHA or HUD.

2. No hardship. If WHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring participants to make back payments of minimum rent to the WHA for the time of suspension.

3. Temporary hardship. If WHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. WHA will offer a reasonable repayment agreement for the amount of back minimum rent owed by the family.

4. Long-term hardship. If WHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may request a Private Conference to appeal WHA's determination regarding the hardship. Requests for a Private Conference must be submitted in writing to WHA and within 10 days of WHA's determination. No escrow deposit will be required in order to access the informal hearing procedures.

Proposed Policy:

Part I – Determination of Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income

2. 30% of the family's adjusted monthly income

3. The Minimum rent is $0.

Item VII. Part 2. FAMILY RENT CHOICE

Current Policy:

A. Flat rents. Notice PIH 2015-13 (HA) implemented the statutory changes contained within, Section 238 of Title II of Public Law 113-235, the Department of Housing and Urban Development Appropriations Act of 2015. The FY 2015 Appropriations Act amended Section 210 of Title II of P.L. 113-76, the Department of Housing and Urban Development Appropriations Act of 2014.

Fair Market Rents (FMRs) are gross rent estimates that cover the shelter rent plus the cost of all necessary utilities regardless of who actually pays the utilities. No later than 90 days after HUD issues new FMRs, WHA-PH will compare the current flat rent amount for each size unit according to number of bedrooms. WHA-PH will ensure flat rents are at least 80 percent of the FMR minus utilities tenants are required to pay for themselves.

On an annual basis, the flat rental amount will apply to all new program admissions the next business day following the Wichita Housing Authority Board formally adopting the new flat rental amounts. Flat rent policy revisions will be entered into the ACOP. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at their next annual recertification.

Using Notice PIH 2015-13 (HA) as guidance, the WHA-PH will cap flat rent increases at 35 percent of the amount tenants currently pay.

WHA-PH will present rent payment options to new tenants when they enter the program and existing tenants at the time of their recertification. All will be able to choose the lower option of either income-based rent or flat rent.

B. Income-based rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by WHA-PH 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 $50.

Proposed Policy:

A. Flat rents. Notice PIH 2023-33 (HA) implemented the statutory changes contained within, Section 238 of Title II of Public Law 113-235, the Department of Housing and Urban Development Appropriations Act of 2015. The FY 2015 Appropriations Act amended Section 210 of Title II of P.L. 113-76, the Department of Housing and Urban Development Appropriations Act of 2014.

Fair Market Rents (FMRs) are gross rent estimates that cover the shelter rent plus the cost of all necessary utilities regardless of who actually pays the utilities. No later than 90 days after HUD issues new FMRs, WHA-PH will compare the current flat rent amount for each size unit according to number of bedrooms. WHA-PH will ensure flat rents are at least 80 percent of the FMR minus utilities tenants are required to pay for themselves.

On an annual basis, the flat rental amount will apply to all new program admissions the next business day following the Wichita Housing Authority Board formally adopting the new flat rental amounts. Flat rent policy revisions will be entered into the ACOP. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at their next annual recertification.

Using Notice PIH 2015-13 (HA) as guidance, the WHA-PH will cap flat rent increases at 35 percent of the amount tenants currently pay.

WHA-PH will present rent payment options to new tenants when they enter the program and existing tenants at the time of their recertification. All will be able to choose the lower option of either income-based rent or flat rent.

B. Income-based rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by WHA-PH 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.

Housing Opportunity Through Modernization Act (HOTMA)

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 was signed into law by President Obama in July 2016. On February 14, 2023, HUD published the final rule implementing Sections 102, 103, and 104 of HOTMA which addresses:

- Over-income Households in Public Housing – Section 103
- Income Reviews – Section 102
- Asset Limits – Section 104
- Most provisions effective Jan. 1, 2024 (except 103 which was implemented June 14, 2023) with complete implementation no later than Jan. 1, 2025

Please find attached the HUD Resource Sheets that will be incorporated into the WHA Admissions and Continued Occupancy Plan in accordance with the HUD regulations.

- Income and Assets Fact Sheet
- Income and Exclusions Resource Sheet
- Student Financial Assistance Resource Sheet
- Hardship Exemptions Resource Sheet

HOTMA Sections 102 and 104: Income and Assets Fact Sheet

This sheet provides an overview of the changes related to income reviews and asset limitations from the implementation of HOTMA Sections 102 and 104.

Income Definitions—24 CFR 5.609 (a): Income is now defined broadly with an expanded and clarified list of income exclusions. Annual income includes all amounts received from all sources by each adult family member 18 years or older or the head of household or their spouse, plus unearned income by or on behalf of each dependent under 18 years, plus income from assets.

- **Income Exclusions—24 CFR 5.609(b):** See the **Income and Exclusions Resource Sheet** for the list of all excluded amounts.
- **Student Financial Assistance—24 CFR 5.609(b)(9):** See the **Student Financial Assistance Resource Sheet** for information on deductions, exclusions, and calculating exclusions.

Income from Assets—24 CFR 5.609(a): In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, the PHA should use that amount. If it is not possible to calculate an actual return on an asset, the PHA must impute income from assets based on the current passbook savings rate as determined by HUD when the family has net assets over $50,000 (adjusted annually by CPI-W). See the **Asset Resource Sheet** for the list of all excluded amounts.

Calculation of Income—24 CFR 5.609(c): For initial occupancy/assistance and interim reexaminations, the PHA must estimate the family income for the upcoming 12-month period using current income. For all annual reexaminations, the PHA must determine the family income for the previous 12-months **unless** using a streamlined income determination, taking into account any redetermination from an interim reexamination and any unaccounted for income changes.

Interim Income Reexaminations—24 CFR 960.257(b), 982.516(c), and 882.515(b): A family may request an interim reexamination because of family income or composition changes since the last examination. An interim reexamination should be conducted when a family's adjusted income decreases by 10% or more (or lower threshold per HUD or PHA policy). An interim reexamination should also be conducted when a family's adjusted income increases by 10% or more; however, the PHA may not consider any increase in the *earned* income of the family when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the certification period. See the **Interim Reexaminations Fact Sheet**.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

HOTMA Sections 102 and 104: Income and Assets Fact Sheet

Safe Harbor: Income Determinations from Other Programs—24 CFR 5.609(c)(3): The PHA may determine a family's pre-deduction income based on income determinations made by other means-tested federal public assistance programs within the previous 12-months. PHAs are not required to use this method.

Eliminates the Earned Income Disregard: Only families already participating in EID on the effective date of the final rule may continue receiving the benefits up to 2 years from that date. Families receiving the Jobs Plus Earned Income Disregard pursuant to the FY2022 NOFO or earlier may continue to receive the EID under the terms of the NOFO.

Mandatory Deductions—24 CFR 5.611 (a)(1)-(a)(2): Changes the mandatory deduction amounts to $480 per dependent and $525 per elderly and disabled family. These amounts are 2024 figures, adjusted annually for inflation and rounded to the next lowest multiple of $25.

Health and Medical Expense Deduction—24 CFR 5.611(a)(3): Increases the threshold for the deduction of unreimbursed health and medical care expenses plus unreimbursed reasonable attendant care and auxiliary apparatus expenses that enable employment to 10% of annual income.

Permissive Deductions—24 CFR 5.611(b): A PHA may adopt, through written policies, additional deductions from annual income. PHAs will not be eligible for additional HUD funding based on application of these deductions.

Hardship Exemptions to the Health and Medical Expenses Deduction—24 CFR 5.611(c)(1)-(c)(2): There are two categories of hardship exemptions to the new 10% threshold for unreimbursed health and medical expenses: a phase-in for families already receiving a deduction for expenses over 3% of their income and a general hardship exemption.

Exemption to Continue the Child Care Expense Deduction—24 CFR 5.611(d): A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction.

Limitation on Assets—25 CFR 5.618(a): The new rule restricts families from receiving public housing or Section 8 benefits if their net family assets exceed $100,000 (as adjusted annually) or if the family owns real property deemed suitable for the family to live in.

Exclusion from Assets—24 CFR 5.603(b)(3): There are new exclusions from assets, including related to necessary items of personal property, non-necessary items of personal property when the total value does not exceed $50,000 (as adjusted), and real property that the family does not have the legal authority to sell.

See the **Assets, Asset Exclusions, and Limitation on Assets Resource Sheet** for a complete list and more information on exclusions and real property.

Additional Resources on HOTMA Sections 102/ 104

- HUD Exchange: **HOTMA Income and Assets Training Series**

Student Aid and Financial Assistance Resource Sheet

HOTMA mandates the exclusion of earned income for full-time dependent students and the exclusion of certain financial aid for both full and part-time students.

Mandatory Deduction for Full-time Students 24 CFR 5.609(b)(14)

The earned income of dependent full-time students in excess of the amount of the deduction for a dependent is excluded from income. Since there is a mandatory $480 deduction* for dependents, the result is that all earned income of dependent students will either be excluded or deducted from income. *(*The deduction amount will be adjusted annually for inflation and rounded to the next lowest multiple of $25.)*

Educational Savings Account 24 CFR 5.609(b)(10)

Any amount in or from, or any benefits, income, or distributions from, any Coverdell educational savings account of or any qualified tuition program under IRS sections 529 and 530 shall be excluded from income.

Student Financial Assistance 24 CFR 5.609(b)(9)

The new rules create two categories of student financial aid. The first category, is any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income, referred to here as, "Title IV HEA Assistance." For public housing residents, all assistance in this category must be excluded from income. See the exception for some Housing Choice Voucher participants below in the final section.

The second category is any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education.

Exclusion in both categories apply equally to full and part-time students.

Title IV HEA Assistance 24 CFR 5.609(b)(9)(i)

Title IV HEA Assistance refers to any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income. This includes:

- Bureau of Indian Affairs/ Education student assistance programs. Current examples include:
  - The Higher Education Tribal Grant, and
  - The Tribally Controlled Colleges or Universities Grant Program.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Student Aid and Financial Assistance Resource Sheet

- Student assistance received under Title IV of HEA currently includes, but is not limited to:
  - Federal Pell Grants
  - Teach Grants
  - Federal Work-Study Programs
  - Federal Perkins Loans

Beginning January 1, 2024, PHAs shall exclude from income amounts received for the forms of assistance listed in the revised version of Section 479B of the HEA. This will expand the forms of excluded income to include:

- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA), including: **workforce investment activities for adults and workers dislocated** as a result of permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster that results in mass job dislocation, in order to assist such adults or workers in obtaining reemployment as soon as possible.

Section 479B of the HEA requires that all assistance under Title IV of the HEA as well as Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations. (See the exception for some Housing Choice Voucher participants below.)

Work Study: Amounts received under work study may only be excluded if provided pursuant to Title IV of the HEA or deducted as earned income if performed by a dependent full-time student (24 CFR 5.609(9)(ii)(B)(2)).

Loans: Loan proceeds for educational expenses, though considered student financial assistance if provided under a loan program in Title IV of the HEA, are not considered student financial assistance in the second category (Student Financial Assistance) but are already excluded from income as a loan (24 CFR 5.609(b)(20)).

Other Student Financial Assistance

24 CFR 5.609(b)(9)(ii)

This category of excluded student financial assistance recognizes that student aid can take a variety of forms and come from a variety of sources. It seeks to cover student financial assistance, for both full and part-time students, that is **not** included under Title IV of the HEA or under Bureau of Indian Affairs student assistance programs.

To qualify as excluded student financial assistance under this category, the aid must be:

- Used for "actual covered costs"
- Expressly to assist the a student with the costs of higher education; or
- Expressly to assist a student who is not the head of household or spouse, with the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit;
- A grant or scholarship received from:
  - The federal government;
  - A State, Tribe, or local government;
  - A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

Student Aid and Financial Assistance Resource Sheet

- » A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- » An institution of higher education.

The aid may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA as consistent with this section (24 CFR 5.609 (b)(9)(ii)).

Student financial assistance, excluded here, does **not** include:

- Any assistance that is already excluded under Title IV of the HEA
- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded as Title IV HEA Assistance).
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with HEA assistance exceeds the actual covered costs of the student.

Employer Grants: A grant includes a qualified tuition remission, reduction, waiver, or reimbursement (i.e., for costs of tuition, books, and fees, etc. paid for by the student) by the educational institution, such as for an employee of the institution of higher education or an eligible family member of that employee. A grant would also include assistance provided by an employer as part of an employee educational assistance program or tuition reimbursement program.

Actual covered costs of the student are the actual costs of: tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. The educational institution must meet the definition of an institution of higher education (as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)).

Calculating Exclusions from Both Categories

When the student is receiving assistance that is excluded under both categories, the Title IV HEA Assistance must be applied first. Student Financial Assistance can then be applied to any remaining actual covered costs. Once actual costs are covered, any remaining Student Financial Assistance would be considered income.

Steps:

1. Calculate the "actual covered costs."
2. Apply the Title IV HEA Assistance.
3. Subtract the actual covered costs from the total amount of Title IV HEA Assistance.
   a. If the amount of assistance excluded as Title IV HEA Assistance is equal to or exceeds the actual covered costs, none of the assistance included under "Student Financial Assistance"

Student Aid and Financial Assistance Resource Sheet

would be excluded from income. This is because this assistance would no longer be needed to cover actual costs and therefore would not meet the definition of Student Financial Assistance.

b. If the amount of Title IV HEA Assistance is less than the actual covered costs, go to the next step.

4. Exclude the amount of Student Financial Assistance up to the amount of the remaining actual covered costs (those not covered by Title IV HEA Assistance).

Example 1

Title IV HEA Assistance:	$26,000
Other Student Financial Assistance:	$5,000
Actual covered costs:	$25,000
Excluded income:	$26,000

Explanation: All assistance under Title IV HEA Assistance must be excluded from income. This exclusion must be taken first. Student Financial Assistance could then cover any remaining actual covered costs. However, since there were no remaining actual covered costs, this assistance would be counted as income.

Example 2

Title IV HEA Assistance:	$15,000
Other Student Financial Assistance:	$5,000
Actual covered costs:	$22,000
Excluded income:	$20,000

Explanation: All financial assistance ($20,000) is still less than the student's actual covered costs ($22,000). Therefore, all financial assistance should be applied.

Example 3

Title IV HEA Assistance:	$15,000
Student Financial Assistance:	$5,000
Actual covered costs:	$18,000
Excluded income:	$20,000

Explanation: In this case, the student's actual covered costs are only $18,000. The amount of the scholarship that is considered Student Financial Assistance and excluded from income would be $3,000. This is because

Student Aid and Financial Assistance Resource Sheet

$3,000 is the amount by which actual covered costs exceed the assistance excluded as Title IV HEA assistance ($18,000 - $15,000). The amount of the scholarship that is in excess of the student's actual covered costs ($2,000) is not student financial assistance and is not excluded under § 5.609(b)(9)(ii).

Another way to explain this is that, Student Financial Assistance (§ 5.609(b)(9)(ii)) excluded from income is the lower of either:

1. the total amount of scholarships and grants the student received that are not covered by 479B of the of the HEA or
2. the amount by which the student's actual covered costs exceeds the assistance the student received that is excluded under section 479B of the HEA.

HCV Limitation for Student Assistance in Excess of Covered Costs

Section 479B of the HEA requires that all assistance under Title IV of the HEA and Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations. However, for over 10 years through FY 2022, HUD appropriations have included a provision that for Section 8 students who are age 23 and under or without dependent children any amounts received in excess of tuition and any other required fees and charges shall be considered income. This limitation has been interpreted to apply when the student is the head of household or spouse, but not when the student resides with parents in a Section 8 unit (71 FR 18146). For any funds from a year where HUD's appropriations acts include this limitation, it will apply with respect to Section 8 participants. HUD will notify PHAs if this requirement is removed from the appropriations act.

Student Aid and Financial Assistance Resource Sheet

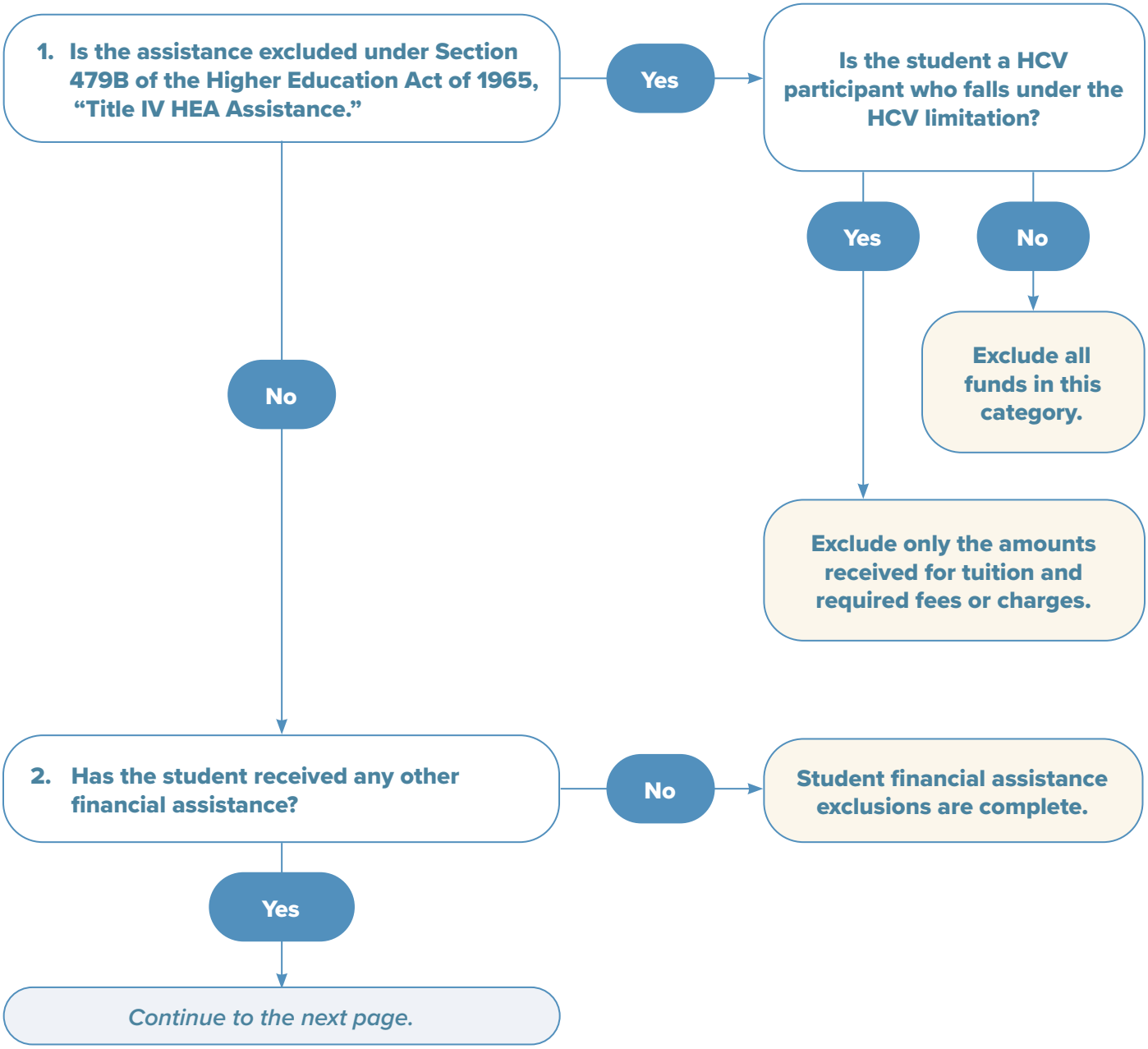
Student Financial Assistance Exclusion Decision Tree

Before going through the decision tree, determine:

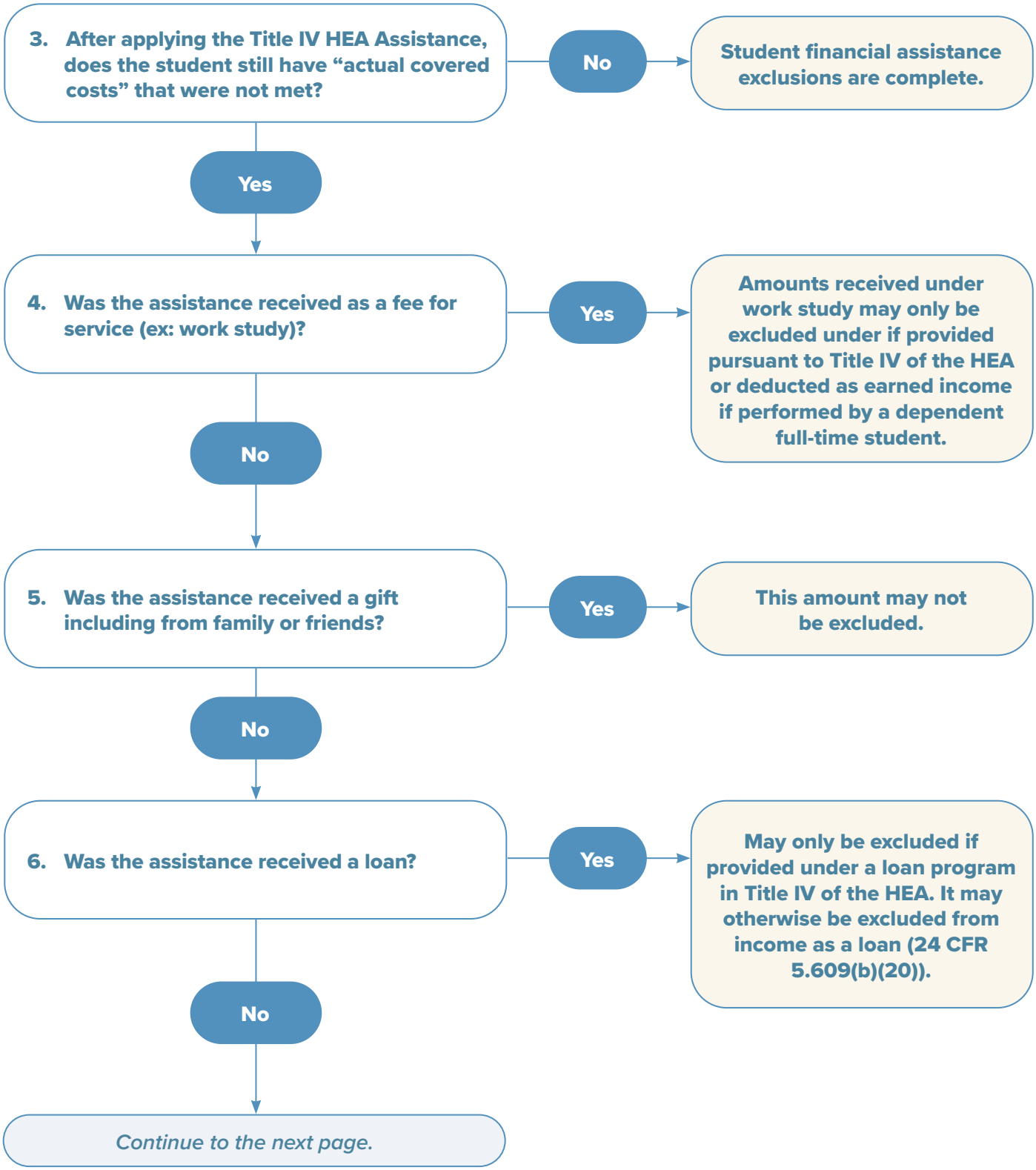
Title IV HEA Assistance:

Other Student Financial Assistance:

Actual covered costs:



Student Aid and Financial Assistance Resource Sheet



Student Aid and Financial Assistance Resource Sheet

7. Does the aid meet the following requirements:

- Expressly to assist a student with the costs of higher education; or
- Expressly to assist a student who is not the head of household or spouse, with the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit;
- A grant or scholarship received from:
  - The federal government; a State, Tribe, or local government; a private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); a business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or an institution of higher education.

Yes → **Exclude the amount of Other Student Financial Assistance up to the amount of the remaining actual covered costs (those not covered by Title IV HEA Assistance). After making this exclusion, any remaining funds are considered income.**

No → **Student financial assistance exclusions are complete.**

Income and Income Exclusions Resource Sheet

For more information refer to the full HOTMA Income and Assets Training Series, including the Income Fact Sheet.

Annual Income 24 CFR 5.609(a)

Annual income includes, with respect to the family:

- All amounts, not specifically excluded below, received from all sources by each member of the family 18 years or older or is the head of household or spouse of the head of household, plus
- Unearned income by or on behalf of each dependent who is under 18 years of age, and
- Imputed returns on net family assets exceeding $50,000 (adjusted annually using the CPI-W) when the value of the actual returns from a given asset cannot be calculated. Imputed returns are based on the current passbook savings rate, as determined by HUD. (***Note:*** *if it is possible to calculate actual returns from an asset, the PHA should use that amount as income).*

EXCLUSIONS

Federally Mandated Income Exclusions 24 CFR 5.609(b)(22)

Amounts that HUD is required by federal statute to exclude as income for determining eligibility or benefits. HUD will publish an updated notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

- Mandatory Income exclusions related to ABLE accounts will be detailed here. PHAs can refer to Notice PIH 2019-09/H-2019-06, or any subsequent notice on the subject, for details on when ABLE account income is excluded.

Assets 24 CFR 5.609(b)(1)

Imputed returns: Any imputed return on an asset when net family assets total $50,000 or less (adjusted by HUD annually per CPI-W) and no actual income from the net family assets can be determined. *(**Note that:** Actual returns from assets are included in income.)*

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Income and Income Exclusions Resource Sheet

Non-recurring income 24 CFR 5.609(b)(24)

Income that will not be repeated in the coming year based on information provided by the family. Some examples of non-recurring income include:

- U.S. Census Bureau for employment income (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not resulting in permanent employment.
- Direct federal or state payments for economic stimulus or recovery.
- State or federal refundable tax credits or state or federal tax refunds received directly at the time they are received directly by the family.
- Gifts for significant life events or milestones (e.g., holidays, birthdays, wedding gifts, baby showers, anniversaries).
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
- Lump-sum additions to net family assets, including but not limited to **lottery** or other contest winnings.

Note that: *Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income, even if the source, date, or amount of the income varies.*

Self-employment Income 24 CFR 5.609(b)(28)

Gross income received through self-employment or operation of a business; with the exception of the following which **shall be considered income**:

- Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations; and
- Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

Note: *gross income is the total income that a business brings in and is not reflective of the costs of operating a business or of being self-employed*

Minors Earned Income 24 CFR 5.609(b)(3)

All earned income of all children under the age of 18, including foster children.

Income and Income Exclusions Resource Sheet

Adoption assistance payments 24 CFR 5.609(b)(15)

Earned income in excess of the amount of the deduction for a dependent in § 5.611.

- Deduction is currently $480* per child. The end result is that all adoption assistance payments will be excluded.

Earned Income of Dependent Students

24 CFR 5.609(b)(14)

Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

- Deduction is currently $480* per dependent. The end result is that these payments will not be counted.

Title IV HEA Assistance 24 CFR 5.609(9)(i)

Any assistance that section **479B of the Higher Education Act of 1965**, as amended (20 U.S.C. 1087uu), requires to be excluded from a family's income including Bureau of Indian Affairs or Department of Education student assistance programs. These amounts are only excluded up to the cost that covers tuition and other required fees in Section 8 households if the student is the head of household or that person's spouse.

See the **Student Aid and Financial Assistance Resource Sheet** for more information on how to calculate the exclusion, particularly when the student receives funds from both types of sources.

Other Student Financial Assistance 24 CFR 5.609(9)(ii)

Student financial assistance, not excluded under the HEA for "actual covered costs" of higher education paid directly to the student or to the educational institution on the student's behalf.

Educational Savings Account 24 CFR 5.609(b)(10)

Income and distributions from any Coverdell educational savings account of or any qualified tuition program under IRS sections 529 and 530.

Baby bonds 24 CFR 5.609(b)(10)

Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized, or funded by federal, state, or local government.

Foster Children / Adults Payments 24 CFR 5.609(b)(4)

Payments received for the care of foster children or adults, including state kinship, guardianship care payments, or tribal kinship payments.

** As adjusted annually by CPI-W and rounded to the next lowest multiple of $25.*

Income and Income Exclusions Resource Sheet

Foster Children/ Adults Income 24 CFR 5.609(b)(8)

Income of foster child or adult (as defined in 24 CFR 5.403 and 5.603).

Live-in Aide 24 CFR 5.609(b)(8)

Income of a live-in aide.

Note on Foster Children/Adults and Live-in Aides: *Foster adults and foster children are members of the household and therefore considered when determining appropriate unit size and utility allowance. However, they are not considered members of the "assisted family" in determining annual and adjusted income or net family assets; nor are the assets of foster adults or children taken into consideration for purposes of asset limitations. A live-in aide is treated similarly for purposes of income and assets.*

State Payments to Allow Individuals with Disabilities to Live at Home 24 CFR 5.609(b)(19)

These payments must be made:

- by or authorized by a state Medicaid managed care system or other state agency
  - Includes: state Medicaid-managed care system, other state agency, or authorized entity
- to a family to enable a family member who has a disability to reside in the family's assisted unit.

Note on HOTMA changes to State Payments to Allow Individuals with Disabilities to Live at Home:

- HOTMA expands the exclusion to cover all payments by the state Medicaid-managed care system, other state agency, or authorized entity, for caregiving services to enable a family member with a disability to live in the assisted unit.
- No change if the family already received such payment that was excluded from income
- Previous requirement that these payments offset the cost of services or equipment has been eliminated.

Plan to Attain Self-Sufficiency (PASS) 24 CFR 5.609(b)(12)(i)

Amounts received by a person with a disability 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).

Income and Income Exclusions Resource Sheet

Trust distributions 24 CFR 5.609(b)(2)

Irrevocable trust or revocable trust outside of family or household control, excluded from the definition of net family assets under § 5.603(b),

- Distributions of the principal, or corpus, of the trust, and
- Distributions of income from the trust used to pay the costs of health and medical care expenses for a minor.

Revocable trust or a trust under the control of the family or household: any distributions from the trust are excluded from income.

- Except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

Note: *given that the corpus (or principal) of a trust is not new money coming in for the family, any distributions of a trust's principal, regardless of the form of the trust, are excluded. As a general rule, PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.*

Reimbursements for Health and Medical Care Expenses 24 CFR 5.609(b)(6)

Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

Insurance payments and settlements for personal or property loss 24 CFR 5.609(b)(5)

Including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.

Retirement plan 24 CFR 5.609(b)(26)

Income received from any account under an IRS-recognized retirement plan. However, any distribution of **periodic payments** from these accounts shall be income at the time they are received by the family. Retirement accounts include:

- Individual retirement arrangements (IRAs)
- Employer retirement plans, and
- Retirement plans for self-employed individual

Military 24 CFR 5.609(b)(11)

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Income and Income Exclusions Resource Sheet

Veterans 24 CFR 5.609(b)(17)

Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

Lawsuit Settlements 24 CFR 5.609(b)(7)

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family having a **disability**.

Reparations for Persecution 24 CFR 5.609(b)(13)

Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.

Tribal Claims Payments 24 CFR 5.609(b)(21)

Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States. This includes payments from tribal trust settlements. Payments must be excluded from gross income under the Internal Revenue Code or other federal law.

Civil Rights Settlements and Judgements 24 CFR 5.609(b)(25)

Civil rights settlements or judgments, including settlements or judgments for back pay.

Reimbursements from other publicly assisted programs 24 CFR 5.609(b)(12)(ii)

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program.

Resident Services Stipend 24 CFR 5.609(b)(12)(iii)

Resident service stipends not to exceed $200 per month. This is a modest amount provided to a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development.

Employment training programs 24 CFR 5.609(b)(12)(iv)

Incremental earnings and benefits from training programs funded by HUD or qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

- Excluded amounts must be received under employment training programs with clearly defined goals and objectives and only excluded during participation in the program unless the amounts are excluded as Federal Financial Aid (§ 5.609(b)(9)(i)).

Income and Income Exclusions Resource Sheet

Family Self Sufficiency Account 24 CFR 5.609(b)(27)

Income earned on amounts placed in a family's FSS.

Housing "gap" payments 24 CFR 5.609(b)(23)

Replacement housing "gap" payments that offset increased rent and utility costs to families that are displaced from one federally subsidized housing unit and move into another federally subsidized housing unit (49 CFR part 24).

If the gap is reduced or eliminated because of a subsequent move by the tenant or change in the subsidy, and the tenant continues to receive the payment, the payment that is no longer needed to close the gap should be counted as income.

Deferred Supplemental Security Income, Social Security benefits, or Department of Veterans Affairs disability benefits 24 CFR 5.609(b)(16)

Deferred periodic amounts from:

- Supplemental Security Income and Social Security benefits that are received as a lump sum or in prospective monthly amounts, or
- Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

Property Tax Rebates 24 CFR 5.609(b)(18)

Refunds or rebates under state or local law for property taxes paid on the dwelling unit.

Loan Proceeds 24 CFR 5.609(b)(20)

The net amount disbursed by a lender to a borrower, under the loan terms. Funds may be received by the family or a third party (e.g., educational institution or car dealership).

Income and Income Exclusions Resource Sheet

Annual Income Exclusions 24 CFR 5.609(b)

Income Exclusions Table

Category	Exclusion	CFR	Description
Other	Federally Mandated Income Exclusions	24 CFR 5.609(b)(22)	Amounts that must be excluded by federal statute. HUD will publish a Federal Register notice that includes the qualifying benefits.
Assets	Imputed Income from Assets	24 CFR 5.609(b)(1)	Any imputed return on an asset when net family assets total $50,000 (adjusted annually) or less and no actual income from the net family assets can be determined.
Non-recurring income	Non-recurring income	24 CFR 5.609(b)(24)	Income that will not be repeated in the coming year based on information provided by the family.
Self-employment	Gross Self-employment Income	24 CFR 5.609(b)(28)	Gross income received through self-employment or operation of a business
Dependents	Minors (children under the age of 18 years)	24 CFR 5.609(b)(3)	All earned income of all children under the age of 18, including foster children.
Dependents	Adoption assistance payments	24 CFR 5.609(b)(15)	Adoption assistance payments for a child in excess of the amount of the dependent deduction.
Students	Earned Income of Dependent Students	24 CFR 5.609(b)(14)	Earned income of dependent full-time students in excess of the amount of the dependent deduction.
Students	Title IV HEA Assistance	24 CFR 5.609(b)(9)(i)	Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, requires to be excluded from a family's income.
Students	Other Student Financial Assistance	24 CFR 5.609(b)(9)(ii)	Student financial assistance, not excluded under the HEA, for actual covered costs of higher education.
Students	Educational Savings Account	24 CFR 5.609(b)(10)	Income and distributions from any Coverdell educational savings account of or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529.
Baby bonds	Baby bonds	24 CFR 5.609(b)(10)	Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized or funded by federal, state or local government.
Foster children / adults	Payments for Foster Children / Adults	24 CFR 5.609(b)(4)	Payments received for the care of foster children or adults, including State kinship, guardianship care payments, or tribal kinship payments.
Foster children / adults	Income of foster children / adults	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603.
Live-in Aide	Income of a Live-in Aide	24 CFR 5.609(b)(8)	Income of a live-in aide, foster child, or foster adult.
People with Disabilities	ABLE accounts	24 CFR 5.609(b)(22)	Will be included in federally mandated excluded amounts. Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded.
People with Disabilities	State Payments to Allow Individuals with Disabilities to Live at Home	24 CFR 5.609(b)(19)	Payment made by an authorized by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
People with Disabilities	Plan to Attain Self-Sufficiency (PASS)	24 CFR 5.609(b)(12)(i)	Amounts set aside for use under a Plan to Attain Self-Sufficiency (PASS).
People with Disabilities	Reimbursements for Health and Medical Care Expenses	24 CFR 5.609(b)(6)	Amounts for, or in reimbursement of, health and medical care expenses for any family member.

(continued)

Income and Income Exclusions Resource Sheet

Category	Exclusion	CFR	Description
Trusts	Trust distributions	24 CFR 5.609(b)(2)	Any distributions of a trust's principal are excluded. PHAs and owners must count any distributions of income from an irrevocable trust or a trust not under the control of the family (e.g., distributions of earned interest) as income to the family with the expectation of distributions used to pay the health and medical care expenses of a minor.
Insurance	Insurance payments and settlements for personal or property loss	24 CFR 5.609(b)(5)	Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
Retirement	Retirement plan	24 CFR 5.609(b)(26)	Income received from any account under an IRS-recognized retirement plan. However, periodic payments are income at the time of receipt.
Military	Hostile fire special payment	24 CFR 5.609(b)(11)	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
Veterans	Veterans aid and attendance payments	24 CFR 5.609(b)(17)	Payments related to aid and attendance for veterans under 38 U.S.C. 1521.
Lawsuits	Lawsuit Settlements	24 CFR 5.609(b)(7)	Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled.
Lawsuits	Reparations for Persecution	24 CFR 5.609(b)(13)	Reparation payments paid by a foreign government for claims by people persecuted during the Nazi era.
Lawsuits	Tribal Claims Payments	24 CFR 5.609(b)(21)	Payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States.
Lawsuits	Lawsuits related to civil rights	24 CFR 5.609(b)(25)	Civil rights settlements or judgments, including settlements or judgments for back pay.
Reimbursements	Reimbursements from publicly assisted programs	24 CFR 5.609(b)(12)(ii)	Amounts received by a participant in other publicly assisted programs for or in reimbursement of expenses to allow program participation (e.g., special equipment, clothing, transportation, child care, etc.).
Resident Services Stipend	Resident Services Stipend	24 CFR 5.609(b)(12)(iii)	Resident service stipends of $200 or less per month for performing a part-time service for the PHA that enhances the quality of life in the development.
Employment training programs	Employment training programs	24 CFR 5.609(b)(12)(iv)	Incremental earnings and benefits from training programs HUD and qualifying employment training programs and training of a family member as resident management staff.
FSS	Family Self Sufficiency Account	24 CFR 5.609(b)(27)	Income earned on amounts placed in a family's FSS account.
Housing gap payments	Housing "gap" payments	24 CFR 5.609(b)(23)	Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
Benefits	Deferred Supplemental Security Income, SS income and benefits, or VA disability benefits	24 CFR 5.609(b)(16)	Deferred periodic amounts from: SSI, Supplemental Security Income and benefits or VA disability benefits that are received in a lump sum or prospective monthly amounts.
Property tax rebates	Property Tax Rebates	24 CFR 5.609(b)(18)	Refunds or rebates under state or local law for property taxes paid on the dwelling unit.
Loans	Loan Proceeds	24 CFR 5.609(b)(20)	The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership).

Health and Medical Expenses & Child Care Expenses

Hardship Exemptions Resource Sheet

This resource is meant for both PHAs and families participating in public housing and the Housing Choice Voucher program (Section 8).

Health and Medical Expense Deduction

New HUD rules allow health and medical expenses exceeding 10% of a family's annual income to be deducted from the amount of a family's income to determine the **adjusted** income which is then used to calculate the rent.

Qualifying expenses are the sum of:

- Unreimbursed health and medical care expenses of any elderly or disabled family; and
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, in order to enable any member of the family, including the person with a disability, to be employed.
  - » This deduction may not exceed the combined earned income of the adult family members who are able to work due to the attendant care or auxiliary apparatus.

Note: The full text of the rule can be found in the Code of Federal Regulations in section 24 CFR 5.611(a)(3).

Estimating Qualifying Expenses

HUD has an **Income Estimation Tool** which may be used by the public housing agency (PHA) and families to estimate at what amount of expenses a family would begin to receive a deduction for health and medical expenses.

In the following example, the family earns $20,000 per year. The tool shows that qualified expenses over $2000, which is 10% of the family's income, could be deducted in determining the family's adjusted income.

This material is based upon work supported, in whole or in part, by Federal award number NAL-C-17-094-05 awarded to NALCAB by the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. Neither the United States Government, nor any of its employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. Reference herein to any individuals, agencies, companies, products, process, services, service by trade name, trademark, manufacturer, or otherwise does not constitute or imply an endorsement, recommendation, or favoring by the author(s), contributor(s),the U.S. Government or any agency thereof. Opinions contained herein are those of the author(s) and do not necessarily reflect the official position of, or a position that is endorsed by, HUD or any Federal agency.

Hardship Exemptions Resource Sheet

Income Estimation Tool

Keep this page for your records. Use the estimates below to determine if you may qualify for an interim recertification (reexamination) to adjust your monthly payment.

Recertification date: Jan-2024 *(month/year)*

Family's annual income: $ 20,000.00

If your family qualifies as an elderly or disabled family and has unreimbursed health, medical, or disability assistance expenses of more than $ 2,000.00 a year (10% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

If your family qualifies for a hardship exemption and has unreimbursed health, medical, or disability assistance expenses of more than $ 1,000.00 a year (5% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

Hardship Exemptions to the Health and Medical Expenses Deduction

HUD has also created two categories of hardship exemptions to the new 10% threshold for unreimbursed medical expenses. The exemptions allow for more expenses to be deducted from the family's adjusted income for a limited period of time.

Category 1: Phased In relief for families already receiving a health and medical deduction

The new rule increases the health and medical expense deduction to the amount by which those expenses exceed 10% of the family's annual income. This is an increase from the previous threshold of 3%. Families previously receiving the deduction may see an increase in their non-deductible health and medical expenses, which could result in an increase in their adjusted income and their rent. However, this may be offset by the increased deduction for elderly and disabled families from $400 to $525. This hardship exemption phases in the new deduction amount over two years.

Eligibility: As of January 1, 2024, the family must have been receiving a deduction from annual income of qualified health and medical expenses exceeding 3 percent of annual income.

Form and duration of the exemption: Those families experiencing a hardship will have a phase in to the new deduction amount over two years:

- 1st year: PHA deducts eligible expenses exceeding 5% of the family's income.
- 2nd year: PHA deducts eligible expenses exceeding 7.5% of the family's income.

Hardship Exemptions Resource Sheet

- After 24 months this hardship exemption expires. The PHA will deduct expenses exceeding 10% of the family's annual income, unless the family requests and qualifies for a new exemption under category 2.

Category 2: General Financial Hardships

This exemption is for families who can demonstrate a financial hardship due to an increase in their qualified expenses or because of a change that would not otherwise trigger an interim reexamination. For example, a decrease in income or a change in family composition.

Eligibility: A family must demonstrate that their applicable expenses increased or the hardship is a result of a change in circumstances, as defined by the PHA, that would not otherwise trigger an interim reexamination.

This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a hardship exemption under the first category.

Form and duration:

- The family may receive a deduction of all eligible expenses exceeding 5% of their annual income.
- The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier.
- The PHA may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship continues.

Category 2 may also include families that qualified under Category 1 but:

- Exhausted that relief (after 24 months), or
- Chose to apply for relief under this category in the 2nd year of receiving a Category 1 deduction. The family would then receive a deduction for their qualifying expenses over 5% of their income instead of those exceeding 7.5% of their income.
- The family will no longer be eligible for a hardship exemption under the first category, even if they had not finished the 24 month period.

Note: The full text of the rule related to these hardship exemptions can be found in the Code of Federal Regulations in section 24 CFR 5.611(c).

Estimating if a family qualifies for a hardship exemption

The **Income Estimation Tool** can also be used to see if a family may be eligible for a hardship deduction. The tool shows the amount of qualified expenses over 5% of the family's income. If the family has a financial hardship making it unable for them to pay the rent and has qualified health and medical expenses over 5% they should speak to the PHA to see if they qualify for a hardship exemption.

Hardship Exemptions Resource Sheet

In this same example, the tool shows that the family would have to have qualified expenses over $1000, which is 5% of the family's income, to potentially qualify for a hardship exemption.

Income Estimation Tool

Keep this page for your records. Use the estimates below to determine if you may qualify for an interim recertification (reexamination) to adjust your monthly payment.

Recertification date: Jan-2024 *(month/year)*

Family's annual income: $ 20,000.00

If your family qualifies as an elderly or disabled family and has unreimbursed health, medical, or disability assistance expenses of more than $ 2,000.00 a year (10% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

If your family qualifies for a hardship exemption and has unreimbursed health, medical, or disability assistance expenses of more than $ 1,000.00 a year (5% of your annual income) you may qualify for an income deduction. This deduction may reduce your monthly payment.

Child Care Expense Deduction

Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education may be deducted from income.

This means that the amount of child care expenses may be deducted from the family's annual income in determining their adjusted annual income and therefore their rent. The expenses that can be deducted cannot exceed the amount of income earned by the person who is able to work due to the childcare.

For example, if childcare costs are $6000 for the year and the parent who is able to work due to childcare earns $5000 annually, then $5000 would be deducted in determining the family's adjusted income.

Note: *The full text of the rule can be found in the Code of Federal Regulations in section 24 CFR 5.611(a)(4).*

Hardship Exemptions Resource Sheet

Exemption to Continue the Child Care Expense Deduction

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction.

Eligibility: The family must demonstrate that they are unable to pay their rent because of loss of this deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering education.

For example, the parent who was working due to the child care had to leave their job to care for a sick family member. In order to provide this unpaid care they continue to need childcare.

Form and duration of relief:

- Up to 90 days.
- The exemption may be extended, at the PHA's discretion, for additional 90-day periods based on family circumstances.
- The PHA may terminate the hardship exemption if they determine that the family no longer needs it.

PHA Policy: The PHA must have an established policy for determining a family's inability to pay the rent if they request a child care hardship exemption.

Family notification: The family must receive prompt notification in writing of the change in adjusted income and the rent due to the child care hardship exemption, and dates for when the hardship exemption will begin and expire.

Note: The full text of the rule related to these hardship exemptions can be found in the Code of Federal Regulations in section 24 CFR 5.611(d).

Related Resources

- Income Estimation Tool and Directions
- HOTMA Income and Assets Trainings Series

Over-Income Families Policy

An over-income family is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4. If the family's income has exceeded the over-income limit for 36 consecutive months, PHA will terminate the family in accordance with the regulations at 24 CFR 960.507(d).

Over Income Families - Notices and Tracking

Initial Over-Income Determination and Notice

At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, PHA will document the family file and begin tracking the family's over-income status. At this time, PHA will notify the family in writing that they have been determined to be over-income and that if they continue to be over-income for 36 consecutive months (36-month grace period), the family will be terminated. The notice will also inform the family that they may request a hearing if they dispute the determination that they are over-income within a reasonable timeframe.

Second Over-Income Determination and Notice (12 consecutive months)

PHA will recertify the over-income family one (1) year (12 months) after the initial over-income determination. If PHA determines that the family's annual income has exceeded the applicable over-income limit for 12 consecutive months, PHA will notify the family, in writing, that their income continues to exceed the over-income limit. The notice will also inform the family that if their income exceeds the over-income limit for an additional 24 months, the family will be terminated. The notice will again inform the family that they may request a hearing if they dispute the determination that they are over-income.

Third Over-Income Determination and Notice (24 consecutive months)

PHA will recertify the over-income family two (2) years (24 months) after the initial over-income determination. If PHA determines that the family's annual income has exceeded the applicable over-income limit for 24 consecutive months, PHA will notify the family, in writing, that their income continues to exceed the over-income limit. The notice will also inform the family that if their income exceeds the over-income limit for an additional 12 months, the family will be terminated. The notice will again inform the family that they may request a hearing if they dispute the determination that they are over-income. If an over-income family experiences a decrease in income during the 36-month grace period, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new 36-month grace period.

Final Over-Income Determination and Notice (36 consecutive months)

PHA will recertify the over-income family three (3) years (36 months) after the initial over-income determination. If PHA determines that the family's income has exceeded the applicable over-income limit for 36 consecutive months, PHA will notify the family in writing of this determination. The notice

will state that the family will be terminated within six (6) months. As with the prior notices, the final notice will also inform the family of their opportunity to dispute PHA's determination that they have exceeded the overincome limit in accordance with the regulations at 24 CFR 960.507(c)(3)(iii).

During the period between the final notice and termination, the family will continue to pay either income-based or flat rent. The family is permitted to request an interim recertification during the period between notice and termination. However, the interim recertification will not enable the family to avoid termination after the 36-month grace period has elapsed; PHA will proceed with termination regardless of whether the interim recertification may be due to loss of income.

Wichita Housing Authority		
Over-Income Limits		
2023		
# of Persons in Family	Very Low Income Limit	Over Income Limit (2.4x VLI)
1	$29,800	$71,520
2	$34,050	$81,720
3	$38,300	$91,920
4	$42,550	$102,120
5	$46,000	$110,400
6	$49,400	$118,560
7	$52,800	$126,720
8	$56,200	$134,880

This Over-Income Limit Policy is required by regulation in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA), its implementing guidance at PIH-2023-23(HA), and Code of Regulations at 24 CFR 960.507 and 24 960.509 and therefore is not deemed a significant amendment to the Admissions and Continued Occupancy Policy.

Capital Fund Program - Five-Year Action Plan

Status: Draft **Approval Date:** **Approved By:**

Part I: Summary

PHA Name : Wichita Housing Authority

PHA Number: KS004

Locality (City/County & State)

☒ **Original 5-Year Plan** ☐ **Revised 5-Year Plan (Revision No:)**

A.	Development Number and Name	Work Statement for Year 1 2023	Work Statement for Year 2 2024	Work Statement for Year 3 2025	Work Statement for Year 4 2026	Work Statement for Year 5 2027
	AUTHORITY-WIDE	$578,957.00	$578,957.00	$732,531.00	$1,286,571.00	$1,286,571.00
	SCATTERED SITES (KS004000004)	$707,614.00	$653,614.00	$380,790.00		
	SCATTERED SITES (KS004000003)		$54,000.00	$173,250.00		

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 1 2023

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			$578,957.00
ID0004	Operations(Operations (1406))	25% of CFP grant transferred to PH Operations		$321,643.00
ID0009	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Administration of CFP projects and activities		$128,657.00
ID0017	Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	Modernization Coordinator and other professional costs		$128,657.00
	SCATTERED SITES (KS004000004)			$707,614.00
ID0028	Moving expenses for Tenant Protection Voucher Recipients(Contract Administration (1480)-Other,Contract Administration (1480)-Relocation)	The WHA will seek HUD's permission to sell or demolish all of its scattered site single-family dwellings. Current occupants who opt for a tenant protection voucher or a Housing Choice Voucher will receive moving assistance.		$103,500.00
ID0046	Rehabilitate single-family units in Development 4(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-	Replace roofs, gutters, downspouts, siding, windows, ceilings, drywall, electrical, plumbing, mechanical, bathroom fixtures, kitchen upper and lower cabinets, sink, hot water heaters, wall and ceiling paint, remove existing flooring and replace with vinyl plank flooring throughout the units.		$604,114.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 1 2023

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)			
	Subtotal of Estimated Cost			$1,286,571.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 2 2024

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			$578,957.00
ID0005	Operations(Operations (1406))	25% of CFP grant transferred to PH Operations		$321,643.00
ID0010	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Administration of CFP projects and activities		$128,657.00
ID0018	Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	Modernization Coordinator and other professional costs		$128,657.00
	SCATTERED SITES (KS004000004)			$653,614.00
ID0029	Rehabilitate single-family units in Development 4(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Replace roofs, gutters, downspouts, siding, windows, ceilings, drywall, electrical, plumbing, mechanical, bathroom fixtures, kitchen upper and lower cabinets, sink, hot water heaters, wall and ceiling paint, remove existing flooring and replace with vinyl plank flooring throughout the units.		$599,614.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 2 2024

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0058	Moving Expenses for Tenant Protection Voucher Recipients in AMP 3(Contract Administration (1480)-Relocation)	Moving expenses for residents with tenant protection vouchers moving from AMP 4 units.		$54,000.00
	SCATTERED SITES (KS004000003)			$54,000.00
ID0039	Moving Expenses for Tenant Protection Voucher Recipients in AMP 3(Contract Administration (1480)-Relocation)	Moving expenses for residents with tenant protection vouchers moving from AMP 3 units.		$54,000.00
	Subtotal of Estimated Cost			$1,286,571.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 3 2025

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			$732,531.00
ID0041	Operations(Operations (1406))	25% of CFP grant transferred to PH Operations		$321,643.00
ID0047	Pre/Development costs for Multifamily Housing(Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition,Dwelling Unit - Conversion (1480))	Once HUD grants permission to WHA for demo/dispo some sale proceeds will leverage CFP for multifamily development that may be eventually converted to RAD.		$153,574.00
ID0049	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Administration of CFP projects and activities		$128,657.00
ID0053	Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	Modernization Coordinator and other professional costs		$128,657.00
	SCATTERED SITES (KS004000004)			$380,790.00
ID0050	Rehabilitate single-family units in Development 4(Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non	Replace roofs, gutters, downspouts, siding, windows, ceilings, drywall, electrical, plumbing, mechanical, bathroom fixtures, kitchen upper and lower cabinets, sink, hot water heaters, wall and ceiling paint, remove existing flooring and replace with vinyl plank flooring throughout the units.		$207,540.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 3 2025

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Plumbing)			
ID0059	Moving Expenses for Tenant Protection Voucher Recipients in AMP 3(Contract Administration (1480)-Relocation)	Moving expenses for residents with tenant protection vouchers moving from AMP 4 units.		$173,250.00
	SCATTERED SITES (KS004000003)			$173,250.00
ID0054	Moving Expenses for Tenant Protection Voucher Recipients in AMP 3(Contract Administration (1480)-Relocation)	Moving expenses for residents with tenant protection vouchers moving from AMP 3 units.		$173,250.00
	Subtotal of Estimated Cost			$1,286,571.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 4 2026

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			$1,286,571.00
ID0042	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	Administration of CFP projects and activities		$128,657.00
ID0043	Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	Modernization Coordinator and other professional costs		$128,657.00
ID0048	Operations(Operations (1406))	25% of CFP grant transferred to PH Operations		$321,643.00
ID0052	Pre/Development costs for Multifamily Housing(Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition,Dwelling Unit - Conversion (1480))	Once HUD grants permission to WHA for demo/dispo some sale proceeds will leverage CFP for multifamily development that may be eventually converted to RAD.		$427,910.00
ID0060	New Multifamily Construction (Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition)	Use proceeds from sales of single-family units to build new multifamily public housing units and convert to RAD.		$279,704.00
	Subtotal of Estimated Cost			$1,286,571.00

Part II: Supporting Pages - Physical Needs Work Statements (s)

Work Statement for Year 5 2027

Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			$1,286,571.00
ID0044	New Multifamily Construction (Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition)	Use proceeds from sales of single-family units to build new multifamily public housing units and convert to RAD.		$707,614.00
ID0055	Administration(Administration (1410)-Salaries,Administration (1410)-Other,Administration (1410)-Sundry)	Administration of CFP projects and activities		$128,657.00
ID0056	Operations(Operations (1406))	25% of CFP grant transferred to PH Operations		$321,643.00
ID0057	Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	Modernization Coordinator and other professional costs		$128,657.00
	Subtotal of Estimated Cost			$1,286,571.00

Part III: Supporting Pages - Management Needs Work Statements (s)

Work Statement for Year 1 2023

Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Operations(Operations (1406))	$321,643.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	$128,657.00
Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	$128,657.00
Subtotal of Estimated Cost	$578,957.00

Part III: Supporting Pages - Management Needs Work Statements (s)

Work Statement for Year 2 2024

Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Operations(Operations (1406))	$321,643.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	$128,657.00
Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	$128,657.00
Subtotal of Estimated Cost	$578,957.00

Part III: Supporting Pages - Management Needs Work Statements (s)

Work Statement for Year 3 2025

Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Operations(Operations (1406))	$321,643.00
Pre/Development costs for Multifamily Housing(Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition,Dwelling Unit - Conversion (1480))	$153,574.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	$128,657.00
Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	$128,657.00
Subtotal of Estimated Cost	$732,531.00

Part III: Supporting Pages - Management Needs Work Statements (s)

Work Statement for Year 4 2026

Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	$128,657.00
Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	$128,657.00
Operations(Operations (1406))	$321,643.00
Pre/Development costs for Multifamily Housing(Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition,Dwelling Unit - Conversion (1480))	$427,910.00
New Multifamily Construction (Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition)	$279,704.00
Subtotal of Estimated Cost	$1,286,571.00

Part III: Supporting Pages - Management Needs Work Statements (s)

Work Statement for Year 5 2027

Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
New Multifamily Construction (Dwelling Unit-Development (1480)-New Construction,Dwelling Unit-Development (1480)-Other,Dwelling Unit-Development (1480)-Site Acquisition)	$707,614.00
Administration(Administration (1410)-Salaries,Administration (1410)-Other,Administration (1410)-Sundry)	$128,657.00
Operations(Operations (1406))	$321,643.00
Fees and Costs(Contract Administration (1480)-Other Fees and Costs)	$128,657.00
Subtotal of Estimated Cost	$1,286,571.00

Resident Advisory Board (RAB) Comments

The RAB was convened on Monday, September 18, 2023 from 2-3:30pm CST. All clients and tenants of the PHA were invited. A series of questions pertaining to the 2024 PHA Plan presentation took place during the RAB Meeting, as well as many questions not pertaining to the plan. Questions/comments posed pertaining to the plan are summarized below:

- A series of questions pertaining to the Housing Authority's plans for the disposition of the 352 single family units. The following questions were asked and answered by staff:
    - Q: Will the 37 units be modernized prior to sale? A: No; they will be placed for sale as is.
    - Q: if the units are occupied, what are options for residents? A: For residents who need rent assistance, their option would be a tenant protection voucher; there is also the option to move toward purchase of a unit if they have income to qualify for a mortgage.
    - Q: What is the approximate price for units? A: they must sell for their appraised value. In that group that would be as low as $20k and as high as around $120k. there are others in the portfolio that will appraiser higher.
    - Q: Are any of the 37 in South City? A: no.
    - Q: Will occupants have a choice to buy before modernization or after? A: no modernization on the 37 units.
    - Q: How will we be notified when the 37 units come for sale? A: Will be advertised on the City website and postcards will go out to every realtor in the state that they units will be available.
- One resident asked questions regarding HOTMA changes and how they will affect current participants of the program, and what do they need to be doing on their part. Staff advised that the changes for HOTMA are regulatory changes to how the program is administered, and that Staff is still waiting on guidance regarding implementation from HUD, but that it will affect all current participants. Staff noted that current participants will receive lots of notice before changes are implemented. Staff noted that the big changes are regarding asset limits; under HOTMA, if you have over 100k in assets, you will not be eligible for the program any longer. There will be changes in when people will have to report changes in their income and when it takes effect. Staff reiterated that once we receive guidance and have an implementation plan in place, all current participants will receive plenty of notice and information meetings will take place to help explain and answer questions.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, _Robert Layton_____, the __City Manager_____
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years and/or Annual PHA Plan for fiscal year 2024_ of the _City of Wichita Housing Authority_____ is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

_____Wichita Kansas_____
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Wichita Housing Authority PHA Plan strives to expand affordable housing and self-sufficiency opportunities consistent with the Consolidated Plan. In addition, the PHA Plan take Affirmative measures to ensure opportunity in housing regardless of race, color, religion, national origin, sex, familial status and disability consistent with the Analysis of Impediments. It affirmatively furthers fair housing.

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:	Title:
Robert Layton	City Manager
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Civil Rights Certification *(Qualified PHAs)*	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB Approval No. 2577-0226** **Expires 3/31/2024**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan , hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning 1/1/2024 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

I hereby certify that all the statement above, 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 Executive Director Sally Stang	Name Board Chairman Brandon J. Whipple
Signature Date	Signature Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Certifications of Compliance with PHA Plan and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 3/31/2024**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of th3 5-Year and/or 2024 Annual PHA Plan, hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 1/1/2024, 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 (24 CFR § 91.2).
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 (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
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 Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (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 provides assurance as part of this certification that:
   (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. 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.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- 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 a 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 a waiting list is consistent with affirmatively furthering fair housing; and
- 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 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. 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.
12. 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.
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 the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
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 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
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.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Wichita Housing Authority_____ KS004_____
PHA Name PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 2024

_____ 5-Year PHA Plan for Fiscal Years 20____ - 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 Executive Director Sally Stang	Name Board Chairman Brandon J. Whipple
Signature Date	Signature Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

CMB'S FOR October 3, 2023

New	2023	Consumption Off Premises
Kenneth Thomas	Tad's Carry Out**	2545 N Hillside Ave. Ste B

** General/Restaurant (need 50% or more gross revenue from sale of food)
*** Retailer (Grocery stores, convenience stores, etc.)

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

a. 900 Block S Apache Water Main Replacement Eastridge 7th Addition (south of Lincoln, west of Woodlawn) (448-2023-027449/W3017/54250023) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $200,000.00

b. 2023 Dirt Street Paving on Poplar Avenue from the north line of East 19th Street North to the south line of East Graham Street; Lilac Lane from the north line of East Pike Street, north to the south line of East Morris Street; 10th Street from approximately 40 feet west of the east line of Lot 4, Block A, Levitt's Addition to the east line of Lot 6, Block A Levitt's Addition (north of 19th, east of Grove) (north of Lincoln, east of Hydraulic)(north of 9th, west of Pinecrest) (472-2023-085849/472-2023-085850/472-2023-085851/E2094/40107823) Traffic to be maintained during construction using flagpersons and barricades. (District I) - $477,000.00

c. 2023 Dirt Street Paving on Funston Street from the east line of Laura Avenue to approximately 18 feet east of the east line of Pattie Avenue; Skinner Street from the east line of Laura Avenue to the west line of Pattie Avenue; Pattie Avenue from the south line of Funston Street to the south line of Lots 141-143 Ranson's Addition (north of Mount Vernon Road, west of Southeast Boulevard) (472-2023-085852/472-2023-085853/472-2023-085854/E2094/40107823) Traffic to be maintained during construction using flagpersons and barricades. (District III) - $954,000.00

448-2023-027449 W3017 54250023 District II

To be Bid: September 22, 2023

PRELIMINARY ESTIMATE of the cost of:
900 Block S Apache Water Main Replacement
(south of Lincoln, west of Woodlawn)

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

	LUMP SUM BID ITEMS		
1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Sodding	1	LS
	LUMP SUM BID ITEMS - Water		
4	Abandon Existing System	1	LS
	LUMP SUM BID ITEMS - Traffic		
5	Traffic Control	1	LS
	LUMP SUM BID ITEMS - Erosion Control		
6	BMP, Construction Entrance	1	ea
	MEASURED QUANTITY BID ITEMS - Water		
7	Pipe, WL 8" PVC, including Directional Drill	645	lf
8	Pipe, DICL 08"	10	lf
9	Fire Hydrant	1	ea
10	Fire Hydrant Removal	1	ea
11	1" Services (Long)	11	ea
12	1" Services (Short)	10	ea
	MEASURED QUANTITY BID ITEMS - Pavement		
13	Wheelchair Ramp Removed & Replaced	2	ea
14	Concrete Removed & Replaced	30	sy
15	Asphalt Removed & Replaced	10	sy

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Department (Taps)
Water Department (Meters)

Total Estimated Cost $200,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Paul Gunzelman, P.E., Interim City Engineer

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

_____
City Clerk

54250023 W3017 448-2023-027449
Page _____ EXHIBIT _____

To be Bid: September 22, 2023

PRELIMINARY ESTIMATE of the cost of:
2023 Dirt Street Paving of Poplar Avenue, Lilac Lane, and 10th Street
(north of 19th, east of Grove) (north of Lincoln, east of Hydraulic) (north of 9th, west of Pinecrest)

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

	LUMP SUM BID ITEMS (POPLAR - 472-2023-085849)		
1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Excavation	125	cy
4	Seeding	1	LS
	MEASURED QUANTITY BID ITEMS (POPLAR - 472-2023-085849)		
5	AC Pavement 5" (3" Bit Base)	499	sy
6	Crushed Rock Base 5", Reinforced	539	sy
7	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	101	lf
8	Concrete Driveway (6")	35	sy
9	Manhole Adjustment with Frame & Lid	1	ea
10	BMP, Erosion Control Mat	270	sy
11	Water Meter Boxes Adjusted	2	ea
	LUMP SUM BID ITEMS (LILAC - 472-2023-085850)		
12	Site Clearing	1	LS
13	Site Restoration	1	LS
14	Excavation	376	cy
15	Seeding	1	LS
	MEASURED QUANTITY BID ITEMS (LILAC - 472-2023-085850)		
16	AC Pavement 5" (3" Bit Base)	1,080	sy
17	Crushed Rock Base 5", Reinforced	1,170	sy
18	AC Pavement 6"	73	sy
19	Compacted Gravel Shoulder	657	lf
20	BMP, Erosion Control Mat	208	sy
	LUMP SUM BID ITEMS (10th - 472-2023-085851)		
21	Site Clearing	1	LS
22	Site Restoration	1	LS
23	Excavation	436	cy
24	Seeding	1	LS
25	Removal of existing structures	1	LS
	MEASURED QUANTITY BID ITEMS (10th - 472-2023-085851)		
26	AC Pavement 5" (3" Bit Base)	656	sy
27	Crushed Rock Base 5", Reinforced	706	sy
28	AC Pavement 6"	57	sy
29	Compacted Gravel Shoulder	374	lf
30	Type I Barricade	2	ea
31	Pipe, SWS, HERCP (14"x23")	33	lf
32	14" x 23" HERCP End Section	1	ea
33	Standard Inlet, Drop, 2' x 4' Double	1	ea
34	5' AC Flume	1	ea
35	BMP, Erosion Control Mat	345	sy
36	Rip-Rap, Light Stone	5	sy
37	Grading, Ditch	215	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $477,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Paul Gunzelman

Paul Gunzelman, P.E., Interim City Engineer

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

_____
City Clerk

To be Bid: September 22, 2023

PRELIMINARY ESTIMATE of the cost of:
2023 Dirt Street Paving of Funston Street, Skinner Street, and Pattie Avenue
(north of Mount Vernon Road, west of Southeast Boulevard)

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

	LUMP SUM BID ITEMS		
1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Excavation	1,336	cy
4	Seeding	1	LS
5	Signing	1	LS
6	Traffic Control	1	LS
	MEASURED QUANTITY BID ITEMS		
7	AC Pavement 5"	784	sy
8	AC Pavement 7" (5" Bit Base)	2,757	sy
9	Concrete Driveway 8", Reinforced	65	sy
10	Gravel Drive Removed & Replaced	46	lf
11	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	122	lf
12	Concrete Flume	15	lf
13	Sidewalk, Drive, &/or Pkg Lot Removed & Replaced	19	sy
14	Crushed Rock Base 5", Reinforced	784	sy
15	Crushed Rock Base 6", Reinforced	2,692	sy
16	Mailbox, Removed and Reset	4	ea
17	AC Driveway 6"	64	sy
18	AC Driveway 8"	28	sy

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept
Poplar-Lilac-10th Projects

Total Estimated Cost $954,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Paul Gunzelman, P.E., Interim City Engineer

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

_____
City Clerk

40107823 E2094 472-2023-085852
Page _____ EXHIBIT _____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Turkey Creek 4th Addition, Phase 3 (north of Pawnee Avenue, east of 135th Street West). (District IV) (472-2020-085620/47472022/E2106) – Total Estimated Cost $470,800.00.

To the City Council
Wichita, Kansas

Date of CC	10/3/2023
(ORG/PROJ)	47472022/E2106
(ENG)	472-2020-085620

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Turkey Creek 4th Addition, Phase 3 (District IV).

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

Total Estimated Cost $470,800.00

CITY OF WICHITA
STATE OF KANSAS) SS

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

Paul Gunzelman, City Engineer

Sworn to and subscribed before me this 3rd day of October 2023.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Turkey Creek 4th Addition, Phase 3 (north of Pawnee Avenue, east of 135th Street West). (District IV) (472-2020-085620/47472022/E2106) – Total Estimated Cost $470,800.00.

Page _____ Exhibit _____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

PRELIMINARY ESTIMATE of the cost of water improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (448-2021-026932/47116721/E1116) – Total Estimated Cost $130,350.00.

To the City Council
Wichita, Kansas

Date of CC 10/3/2023
(ORG/PROJ) 47116721/E1116
(ENG) 448-2021-026932

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water improvements to serve Buena Vista Addition (District II).

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

Total Estimated Cost $130,350.00

CITY OF WICHITA
STATE OF KANSAS) SS

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

Paul Gunzelman, City Engineer

Sworn to and subscribed before me this 3rd day of October 2023.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of water improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (448-2021-026932/47116721/E1116) – Total Estimated Cost $130,350.00.

Page _____ Exhibit _____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

PRELIMINARY ESTIMATE of the cost of drainage improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (458-2021-085485/47309821/E1118) – Total Estimated Cost $210,870.00.

To the City Council
Wichita, Kansas

Date of CC	10/3/2023
(ORG/PROJ)	47309821/E1118
(ENG)	458-2021-085485

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of drainage improvements to serve Buena Vista Addition (District II).

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

Total Estimated Cost $210,870.00

CITY OF WICHITA
STATE OF KANSAS) SS

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

Paul Gunzelman, City Engineer

Sworn to and subscribed before me this 3rd day of October 2023.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of drainage improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (458-2021-085485/47309821/E1118) – Total Estimated Cost $210,870.00.

Page _____ Exhibit _____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (468-2021-026933/47265321/E1117) – Total Estimated Cost $169,200.00.

To the City Council
Wichita, Kansas

Date of CC 10/3/2023
(ORG/PROJ) 47265321/E1117
(ENG) 468-2021-026933

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Buena Vista Addition (District II).

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

Total Estimated Cost $169,620.00

CITY OF WICHITA
STATE OF KANSAS) SS

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

Paul Gunzelman, City Engineer

Sworn to and subscribed before me this 3rd day of October 2023.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (468-2021-026933/47265321/E1117) – Total Estimated Cost $169,620.00.

Page _____ Exhibit _____

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 3, 2023

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (472-2021-085749/47469121/E1115) – Total Estimated Cost $437,360.00.

To the City Council
Wichita, Kansas

Date of CC 10/3/2023
(ORG/PROJ) 474769121/E1115
(ENG) 472-2021-085749

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Buena Vista Addition (District II).

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

Total Estimated Cost $437,360.00

CITY OF WICHITA
STATE OF KANSAS) SS

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

Paul Gunzelman, City Engineer

Sworn to and subscribed before me this 3rd day of October 2023.

City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Buena Vista Addition (east of Webb Road, south of Harry Street). (District II) (472-2021-085749/47469121/E1115) – Total Estimated Cost $437,360.00.

Page _____ Exhibit _____

Agenda Item No. II-3a

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 2350 North Hoover for the Hoover Road Improvement Project (District VI)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 2, 2019, the City Council approved the Public Works' project, Hoover Road Multi-Use Path from Zoo Boulevard to 29th Street North. On November 5, 2019, the City Council approved a revised design of the corridor. The revised design includes expanding Hoover Road from a two-lane roadway to a three-lane roadway, the installation of a curb and gutter drainage system, and a sidewalk along the west side of Hoover Road. The 10-foot-wide multi-use path will be constructed along the east side of Hoover Road as initially intended. There are a total of 35 properties impacted by the project all of which are partial acquisitions. To facilitate construction, it is necessary to acquire a 150 square-foot temporary construction easement from the property at 2350 North Hoover.

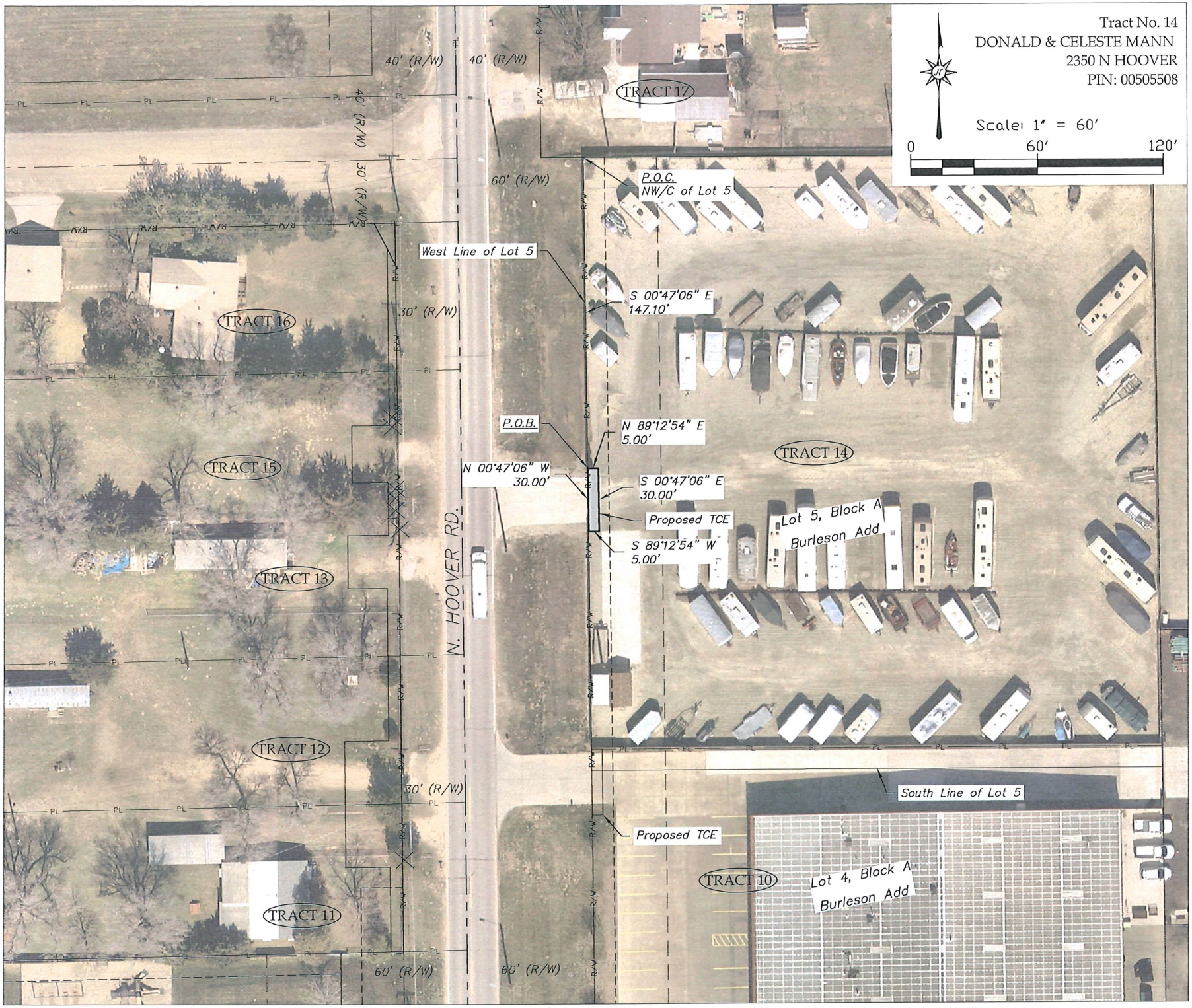
Analysis: The owner of 2350 North Hoover agreed to accept the established minimum offer in the amount of $100 for the proposed temporary construction easement. The owner recently planted six trees along the right-of-way line and while the trees are outside of the projected construction limits, if any trees are damaged during construction the owner will be eligible for additional compensation not to exceed $500 per tree.

Financial Considerations: The funding source for the acquisitions is General Obligation bonds. A budget of $3,125 is requested. This includes $100 for the acquisition, up to $3,000 for trees, and $25 for administrative fees and recording fees.

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

Recommendation/Action: It is recommended that the City Council approve the acquisition, approve the budget, and authorize the necessary signatures.

Attachments: Temporary construction easement agreement and tract map.



TRANSYSTEM 232

TranSystems
245 N. Waco
Suite #222
Wichita, KS 67202
(316) 303-3000

MERESTONE SURVEYING LLC
1641 N. Andover Rd.
Andover, KS 67002
P: 316.425.7770
F: 316.425.7773
www.merestoneks.com
CLS-179 (KS), CA #6901 (OK)

Merestone Surveying

EXHIBIT
Lot 5 Except S 10' thereof, Block A
BURLESON ADD
WICHITA, SEDGWICK COUNTY
KANSAS

REVISIONS

REV	DESCRIPTION	DATE	BY

SHEET TITLE
TEMPORARY CONSTRUCTION EASEMENT

DONALD & CELESTE MANN
Tract No. 14
PIN: 00505508

Proj No:	P125210001
Scale:	As Noted
Date:	4/28/23
Draft:	TPH
Aprvd:	BLP
Job #:	21-10-190
Sheet	1 of 2

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A Portion of that certain parcel of land situated in a part of Lot 5, Block A, Burleson Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

COMMENCING (P.O.C.) at the Northwest corner of said Lot 5,

Thence South 00°47'06" East coincident with the West line of said Lot 5 a distance of 147.10 feet to the **POINT OF BEGINNING (P.O.B.)**;

Thence North 89°12'54" East a distance of 5.00 feet;

Thence South 00°47'06" East a distance of 30.00 feet;

Thence South 89°12'54" West a distance of 5.00 feet to the West line of said Lot 5;

Thence North 00°47'06" West coincident with said West line a distance of 30.00 feet to the **POINT OF BEGINNING (P.O.B.)**.

Said tract contains a calculated area of 150 square feet (0.003 acres) more or less.

Bearings are based on the West line of Lot 5 being North 00°47'06" West. Distances are in US Survey Feet. Description(s) prepared by Todd P. Hornbaker, P.S. No. 1532 on April 28, 2023.

CERTIFICATION

- This is to certify that the above description(s) and survey(s) was/were prepared by me or under my direct supervision.

TODD P. HORNBAKER
LICENSED
LS-1532
4/28/2023
KANSAS
LAND SURVEYOR

Todd P. Hornbaker
Kansas P.S. #1532
Merestone Surveying LLC, CLS-179

Tract No. 14
DONALD & CELESTE MANN
2350 N HOOVER
PIN: 00505508

TRANSYSTEM 233

TranSystems
245 N. Waco
Suite #222
Wichita, KS 67202
(316) 303-3000

MERESTONE SURVEYING LLC
1641 N. Andover Rd.
Andover, KS 67002
P: 316.425.7770
F: 316.425.7773
www.merestoneks.com
CLS-179 (KS), CA #6901 (OK)

Merestone Surveying

EXHIBIT
Lot 5 Except S 10' thereof, Block A
BURLESON ADD
WICHITA, SEDGWICK COUNTY
KANSAS

REVISIONS

REV	DESCRIPTION	DATE	BY
-			
-			
-			
-			
-			
-			

SHEET TITLE
EASEMENT DESCIPTION

DONALD & CELESTE MANN
Tract No. 14
PIN: 00505508

Proj No:	P125210001
Scale:	As Noted
Date:	4/28/23
Draft:	TPH
Aprvd:	BLP
Job #:	21-10-190
Sheet	2 of 2

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made and entered into this 30th day of August, 2023, by and between Donald D. and Celeste Mann, husband and wife, (hereinafter "Grantor") and the City of Wichita, Kansas, a municipal corporation (hereinafter "Grantee").

In consideration of One Hundred Dollars ($100) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

A Portion of that certain parcel of land situated in a part of Lot 5, Block A, Burleson Addition to Wichita, Sedgwick County, Kansas, more particularly described as follows: **COMMENCING (P.O.C.)** at the Northwest corner of said Lot 5, Thence South 00°47'06" East coincident with the West line of said Lot 5 a distance of 147.10 feet to the **POINT OF BEGINNING (P.O.B.)**; Thence North 89°12'54" East a distance of 5.00 feet; Thence South 00°47'06" East a distance of 30.00 feet; Thence South 89°12'54" West a distance of 5.00 feet to the West line of said Lot 5; Thence North 00°47'06" West coincident with said West line a distance of 30.00 feet to the **POINT OF BEGINNING (P.O.B.)**. Said tract contains a calculated area of 150 square feet (0.003 acres) more or less.

2. For purposes of this Conveyance, the term "Temporary Construction Easement" shall mean:

An easement commencing upon execution by Grantor of this easement and expiring two years later or 30 days after final acceptance by Grantee of Grantee's Construction Contractor's work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of highway, roadway, drainage, utility and other related facilities and improvements located and to be located within the abutting permanent highway or roadway right-of-way or abutting private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

(a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to Grantor's property adjacent to the Temporary Construction Easement at all times throughout the term hereof, whether using current or alternative access points.

(b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantor's remaining property or on the abutting highways, roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.

(c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and re-seeding but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes, or other vegetation now growing on the property.

IN WITNESS WHEREOF, the Grantor have set their hands this 30th day of August, 2023.

Grantor

Donald D. Mann

Celeste A. Mann

ACKNOWLEDGMENT

STATE OF KANSAS) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came _____ _____, and who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public
My appointment expires: _____

Approved as to Form
By: _____
City Attorney
Date: 9/18-23

Agenda Item No. II-4

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: O.J. Watson Park Playground Vendor Selection (District III)

INITIATED BY: Department of Park and Recreation
Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the selection of vendor and contract.

Background: On March 21, 2023, the City Council approved the initiation of the 2023 Playground Rehabilitation and Development Capital Improvement Program project. This project includes the replacement of the west playground at O.J. Watson Park.

Analysis: A Request for Proposal was prepared to solicit vendors to make these improvements. Proposals were due May 30, 2023, and on July 14, 2023, the Staff Screening Selection Committee (SSSC) reviewed all four of the proposals received and shortlisted the proposals to two vendors. The SSSC conducted vendor interviews of the two finalists on August 2, 2023.

All Inclusive Rec was selected to provide the playground improvements. All Inclusive Rec is an authorized representative for PlayPower LT Farmington, the manufacturer of Little Tikes Commercial. The City of Wichita has a number of Little Tikes Commercial playgrounds in the park system and has had a good experience with them as well as the services from All Inclusive Rec. All Inclusive Rec's design of the O.J. Watson Park west playground features a number of rope climbing features, multiple slides, a complementary color scheme, and a basket swing among other play elements.

The playground will receive poured-in-place rubber surfacing under an existing contract with DuraPlay, Inc.

Financial Considerations: A contract has been prepared with PlayPower LT Farmington for $200,000. Funding is available from the 2023 Playground Rehabilitation and Development project approved by the City Council on March 21, 2023.

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

Recommendation/Action: It is recommended that the City Council approve the selection of All Inclusive Rec, approve the contract, and authorize the necessary signatures.

Attachment: Contract

CONTRACT

for

PLAYGROUND IMPROVEMENTS AT WATSON PARK

THIS AGREEMENT made and entered into this 3rd day of October 2023, by and between the **CITY OF WICHITA**, a municipal corporation, hereinafter known as **"CITY"**, and **PLAYPOWER L.T. FARMINGTON, INC.**, whose principal office is at 878 E. Highway 60, Monett, Missouri 65708, telephone number (417) 354-2273, hereinafter known as the **"CONTRACTOR".**

WITNESSETH, That for and in consideration of covenants hereinafter set out the **CONTRACTOR** contracts, promises and agrees to and with the **CITY** that **PlayPower L.T. Farmington, Inc.** will furnish all the material and labor necessary to perform the scope of work as required by the specifications and work orders for the City of Wichita, for **Playground Improvements at Watson Park** (solicitation number FP233161) for the Park & Recreation Department, Recreation Division in the City of Wichita, Sedgwick County, Kansas. The proposal package, plans, specifications and addenda provided by the City of Wichita as part of the proposal letting process for solicitation FP233161, dated May 30, 2023, and the contractor's proposal, as approved, shall be considered a part of this contract and are incorporated by reference herein, as approved by the City Council on October 3, 2023, which plans, specifications, addenda and proposals are on file in the office of the City Purchasing Manager of said **CITY**, and are hereby incorporated and made a part of this contract to the same extent as if fully set out herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

CONTRACTOR further agrees that the work under this contract shall be completed to the full satisfaction of the City Purchasing Manager of the City of Wichita on or before **April 30, 2024**, for completion. Said work shall be done under the direct supervision of said Purchasing Manager, or such other person as the City Council may direct, and that said Purchasing Manager's decision as to the material used in said improvement and the method in which the work is to be done shall be final and conclusive upon the parties hereto. Working days shall be as defined in the Standard Specifications of the City of Wichita.

CONTRACTOR further agrees that at all times during the prosecution of said improvement **PlayPower L.T. Farmington, Inc.** will maintain the proper safeguards, barricades and lights on the work and every portion thereof to insure the highest degree of safety to the public.

CONTRACTOR further acknowledges and agrees that preventing damage to existing site amenities including existing grades and field conditions, as well as protection of existing trees, including tree root zones, constitute items of high importance to the City of Wichita. **CONTRACTOR** agrees to be responsible for preventing damage to existing site amenities and **CONTRACTOR** agrees to repair any damage, including turf damage. **CONTRACTOR** further agrees that special attention shall be taken to protect existing trees on site and has agreed to stipulated damages and replacement terms to promote such special attention and protect the City of Wichita from damage to any existing trees. **CONTRACTOR** agrees to pay to City of Wichita stipulated damages in the amount of $100 per square inch of damage to any tree trunk where the viability or life expectancy of the tree are not impacted. If a tree is disfigured and life expectancy is comprised or terminated, **CONTRACTOR** agrees to be responsible for replacing any such tree at an equal or greater size and to the satisfaction of the City's Purchasing Manager.

CONTRACTOR further agrees to maintain said improvement for a period of one (1) year from date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **CONTRACTOR** without any expense to the **CITY** whatsoever. **CONTRACTOR** is to furnish to the **CITY** any manufacturer's warranty on materials as applicable.

CONTRACTOR shall furnish the **CITY** a good and sufficient bond guaranteeing the completion of said improvement and every part thereof according to the specifications and the bid of said **CONTRACTOR** and the terms of this contract; conditioned further, for the maintenance of said improvements as herein before provided.

CONTRACTOR shall furnish a bond to the State of Kansas in the total amount of this contract; conditioned upon the payment of all material and labor bills incurred in the making of said improvement.

Indemnification and Insurance.

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract. **Contractor** expressly warrants that it will procure and maintain commercial general liability insurance from an insurer reasonably acceptable to the **City**, including coverage sufficient to meet the reasonably anticipated risks covered by this indemnification provision.

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

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

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 annual aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 annual aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 annual aggregate

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

Bodily Injury Liability	$1,000,000 each occurrence
Property Damage Liability	$1,000,000 each occurrence

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 each accident $1,000,000 occupational disease $2,000,000 annual aggregate

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

CITY shall pay **CONTRACTOR** the following amount for the contract work:

Furnish all labor, material and equipment for Playground Improvements at Watson Park, 3022 S McLean Blvd., Wichita, KS 67217 @ $200,000.00, as per specifications, drawings and addenda for FP233161.

TOTAL MAXIMUM CONTRACT AMOUNT: $200,000.00

The **CONTRACTOR** shall be entitled to payment of 95 percent of its progress estimates every thirty (30) days during the prosecution of said improvement; 5 percent of the total amount being at all times retained until final completion, at which time **CONTRACTOR** shall be entitled to final payment.

If the **CONTRACTOR** fails to complete all requirements identified within these specifications by **April 30, 2024**, it is understood and the **CONTRACTOR** hereby **agrees that the amount of one hundred dollars ($100.00) per calendar day that the work remains incomplete may be deducted from the contract price** up to the full value of the contract, not as a penalty but as liquidated damages.

Exhaustion of any retainage shall not extinguish the **CONTRACTOR'S** obligation to pay all remaining liquidated damages in full. **CONTRACTOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **CONTRACTOR** (e.g., acts of God, war, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **CONTRACTOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance, the **CONTRACTOR** must re-negotiate delivery schedules.

The **CONTRACTOR**, in performing the work required under this contract, agrees to comply with the provisions of the attached Exhibits A and B, which are incorporated herein by reference into this contract.

For good cause, and as consideration for executing this contract, the **CONTRACTOR**, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita all right, title, and interest in and to all causes of action it may now or hereafter acquire under

the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita pursuant to this contract.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Purchasing Manager and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

Jamie Buster
City Clerk

CITY OF WICHITA, KANSAS

Brandon J. Whipple, Mayor

APPROVED AS TO FORM:

Jacqueline R. Butler for
Jennifer Magana
City Attorney and Director of Law

PLAYPOWER L.T. FARMINGTON, INC.

Jeff Prangler Digitally signed by Jeff Prangler Date: 2023.09.07 08:50:04 -05'00'
Signature

Jeff Prangler
Print Signature Name

Customer Services Manager
Title *(President or Corporate Officer)*

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

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

4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

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

8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this

Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

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

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

Agenda Item No. II-5

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Community Event with Alcohol Consumption – Art and Ale (District VI)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Adopt the Resolution to allow alcohol consumption during the Art and Ale event on October 22, 2023.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the Art and Ale event, scheduled for October 22, 2023. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required authorizing consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event; area businesses and residents have been notified of the street closures, which are depicted on the attached map. The TED will include the alleyway north of 516 Douglas Avenue and a portion of the alleyway located west of 125 Saint Francis Avenue. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth criteria that must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed the application of Art and Ale for a community event with consumption of alcoholic liquor allowed and finds that such criteria has been met and recommends approval of the event permit.

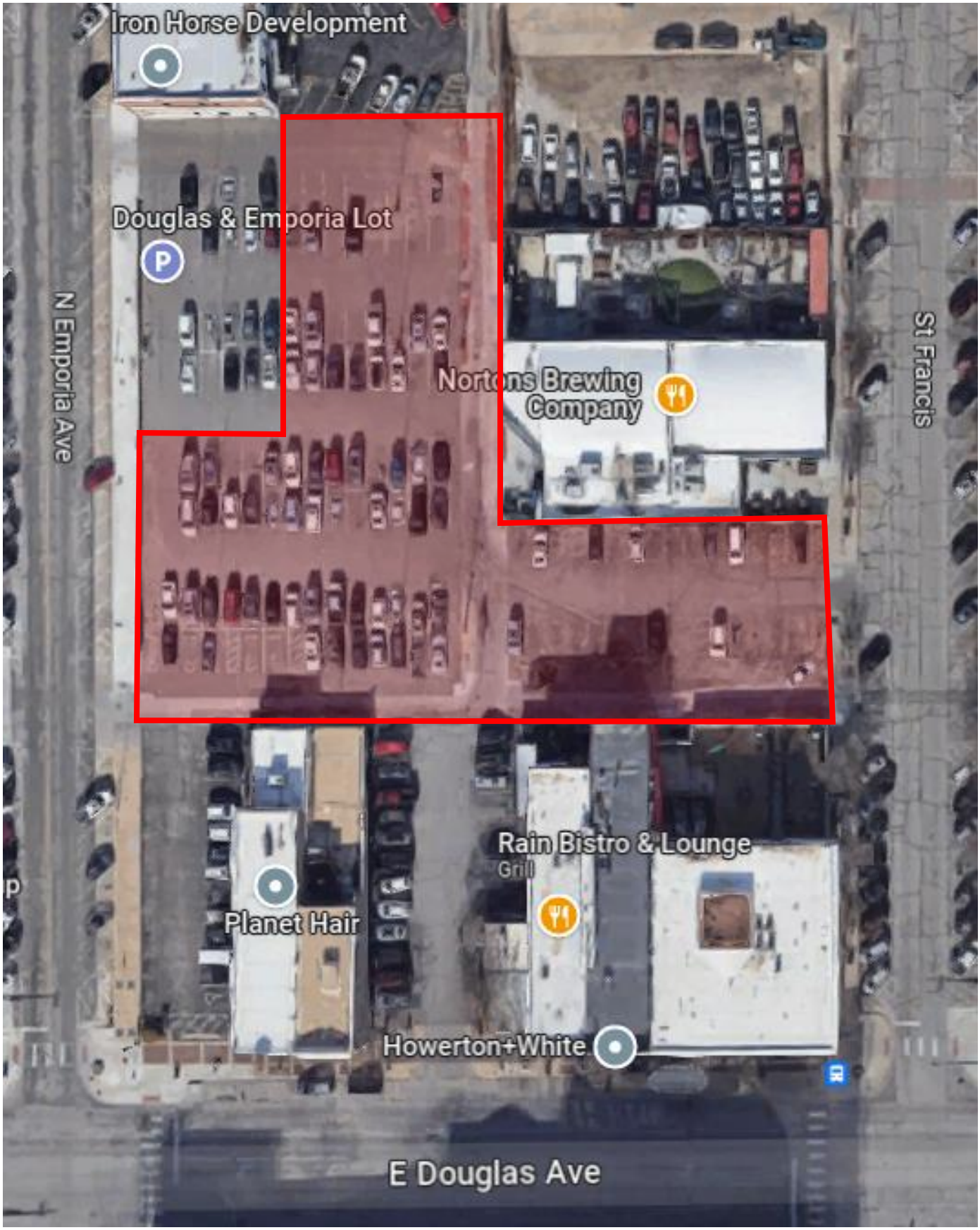
Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the Art and Ale event on October 22, 2023, and authorize the necessary signatures.

Attachments: Resolution and map of proposed site for consumption of alcoholic liquor for the Art and Ale event.

Art and Ale Fall Edition
October 22, 2023



RESOLUTION NO. 23-401

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE ART AND ALE COMMUNITY EVENT

WHEREAS, the City Council has been proposed as a community event Art and Ale, to occur on October 22, 2023.

WHEREAS, the City Council has approved the alleyway located north of 516 Douglas Avenue from the west curb line of Saint Francis Avenue to the east curb line of Emporia Avenue and the alleyway located west of 125 Saint Francis from 516 Douglas Avenue extending aproximately 260 feet to the north, to be closed to vehicular traffic from 7:00 am to 6:00 pm, with the consumption of alcoholic liquor allowed thereon from 11:00 am to 4:00 pm on Sunday, October 22, 2023

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Art and Ale event has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution or a caterer licensed through the State of Kansas and the City of Wichita who has provided the required notification pursuant to K.S.A 41-2643 and amendments thereto, or a licensed business entity has been authorized to extend its licensed premises pursuant to K.S.A 41-2608 and amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Art and Ale event, to occur from 11:00 am to 4:00 pm on Sunday, October 22, 2023 as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 3rd day of Octoober 2023.

CITY OF WICHITA, KANSAS

By_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Jamie Buster
City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney &
Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Consultant Agreement for the Wichita Transportation Department Network System Redesign Plan (All Districts)

INITIATED BY: Transportation Department

AGENDA: Consent

Recommendation: Approve the consultant agreement with Nelson Nygaard and authorize the necessary signatures.

Background: Wichita Transportation Department Vision and WAMPO Move 2040 highlighted the need for enhancing services. The network redesign study responds to the existing demands as well as anticipates the future mobility patterns and preferences of the City's diverse population. It enables Wichita to proactively adapt to the changing dynamics of urbanization, population shifts, economic development, and technological advancements. The successful completion of the network redesign study is significant in addressing the evolving transportation requirements of Wichita as well as the full utilization of the Multimodal Center.

Analysis: Wichita Transportation Department initiated a competitive procurement process by releasing a Request for Proposal for a consultant on May 11, 2023. ~~Three proposals were submitted. All three proposers~~ Three proposals were received, and candidates were interviewed on July 20, 2023, by a selection team that included Wichita Transportation Department staff, City staff from four departments, a WAMPO staff member, and a Transit Advisory Board member. Upon reviewing all proposals, interview rankings, and references, the committee unanimously selected Nelson Nygaard to lead the Network Redesign Study.

Financial Consideration: The expenses associated with Nelson Nygaard's services amount to $322,619, encompassing all tasks outlined within the scope of work. The Surface Transportation Block Grant (STBG) funding amount of $327,669, has been allocated for this project and was approved by the City Council on February 28, 2023. The STBG is funded with an 80% federal grant and a 20% local matching fund.

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

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

Attachment: Agreement with Nelson Nygaard

CONTRACT
for
TRANSIT NETWORK REDESIGN

THIS CONTRACT, entered into this 3rd day of October, 2023, by the CITY OF WICHITA, KANSAS, a municipal corporation, hereinafter called "CITY" and NELSON/NYGAARD CONSULTING ASSOCIATES, INC., whose principal office is at 2 Bryant Street, Suite 300, San Francisco, California 94105, telephone number (415) 284-1544, hereinafter called "CONSULTANT".

WHEREAS, the City desires to employ the services of Consultant to develop and undertake planning processes, conduct public input sessions, assist with the Transit Visioning process and provide assistance to implement the transition plan for Transit Network Redesign.

NOW, THEREFORE, the parties agree as follows:

I. ***Scope of Services.*** The Consultant shall provide professional services and work associated with providing analyses of current transit operations and markets to identify and prepare a comprehensive plan for Transit Network Redesign. The plan will identify future Transit and community goals with prioritized implementation actions to achieve them.

II. ***Services to be Performed by the Consultant.*** The Consultant shall perform the services described in the attached Proposal for Services, response to RFP233176 dated June 9, 2023, Exhibit C, which is made a part of this Agreement by reference. Completion of work and services under this Agreement shall be within 12 to 16 months from the date of the contract award. Any work or services beyond 16 months must be approved by the CITY.

III. ***Billing and Payment.*** The **CITY** agrees to pay the **CONSULTANT** for services rendered under this Agreement to complete the **PROJECT** and other related items including those items identified in **Exhibit C**, an amount not to exceed $322,619.00, which shall constitute complete compensation for the services, including reimbursable expenses. This fee shall be invoiced by tasks completed as outlined in Exhibit D. Invoices shall provide a detailed description of services provided sufficient for the **CITY** to determine that satisfactory performance of services has been completed by the **CONSULTANT**. Reimbursable expenses shall be itemized, including suitable backup documentation, and identify the task(s) with which they are associated. The **CITY** reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the **CONSULTANT.** Incremental payments shall be remitted in accordance with City standard accounting procedures based upon monthly invoices triggered by the mutual acceptance and satisfaction of services rendered. The **CITY**, with the concurrence of **CONSULTANT** in writing, may from time to time reassign the sums allocated for fees and provided that the total shall not exceed the total amount of $50,000.00.

IV. ***Termination by the City.*** If, for any cause, the Consultant shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination, effective fourteen (14) days following

receipt of same, provided the Consultant shall be provided a reasonable time within which to remedy such deficiencies in a manner meaningful to City's application for the competitive award sought. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

V. ***Termination by the Consultant.*** The Consultant may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective fourteen (14) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies.

VI. ***Incorporation.*** The attached Exhibits A, B, C, D and E are incorporated into this contract by reference, and acceptance of this contract acts as an acceptance of these additional terms.

VII. ***Waivers.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions nor to affect the validity of this Agreement nor any part thereof, nor the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

VIII. ***Representatives of Contracting Parties.*** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the Consultant:

James Gamez (Project Manager)
Nelson Nygaard Consulting Associates, Inc.
811 1st Avenue, Suite 610
Seattle, WA 98104
(206) 357-7526
jgamez@nelsonnygaard.com

(b) Representing the City:

Raven Alexander
City of Wichita, Kansas
777 E. Waterman
Wichita, KS 67202
316-352-4868
ralexander@wichita.gov

IX. ***Indemnification and Insurance.*** The Consultant agrees to fully indemnify and hold harmless the City and their officers and employees from loss, damage, or liability to the extent caused by any negligent act or omission or willful misconduct of the Consultant, its officers, or employees in the performance of this Agreement. The City agrees to indemnify and hold harmless the Consultant from and against any and all loss, damage, liability, claim, demand, causes of action, costs, expenses, fines, penalties, charges or liabilities of whatever nature as may accrue against the Consultant as a result of the negligence of the

City in performing its obligations hereunder. Consultant will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

Covering premises---operations, xcu hazards (if applicable), Product/Completed Operations, Broad Form Property Damage and Contractual Liability, subject to the policy terms conditions and exclusions, with minimum limits as follows:

Bodily Injury Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate
Property Damage Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Occurrence $2,000,000 General Aggregate $2,000,000 Products/Completed Operations Aggregate

2. Commercial Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$1,000,000 Each Occurrence
Property Damage Liability	$1,000,000 Each Occurrence
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Each Employee - Disease $1,000,000 Policy Limit - Disease
5. Professional Liability (Claims made basis)	$1,000,000 Each Claim $1,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Wichita shall be added as an additional insured as respects general liability and automobile liability on a primary and non-contributory basis. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

X. ***Confidentiality:*** Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this Agreement. Consultant acknowledges that City is required to comply with the Kansas Open Records Act to the extent that non-exempt requests may be made. Consultant agrees not to disclose private information about the City. "Private information" does not include information available in the public domain.

XI. ***Consequential Damages:*** The City and the Consultant mutually waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, loss of business and of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

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

The City of Wichita, KS (CITY)	Nelson/Nygaard Consulting Associates, Inc (Consultant)
_____	_____
Brandon J. Whipple, Mayor	Jon Watts, Director of Operations

Approved as to form:

_____
Jennifer Magaña
City Attorney and Director of Law

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

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

4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

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

8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A.

42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

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

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is

adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

3
Project Overview

PROJECT OVERVIEW

While other transit agencies across the country continue to have difficulty attracting riders back after the COVID-19 pandemic, Wichita Transit has been successful in getting riders back, providing more than one million trips in 2022. Through new or expanded policies and programs, such as the RIDE program for Wichita Public Schools and a partnership with Wichita State University, 2023 is shaping up to have higher transit ridership than before the pandemic in 2019.

Though the fixed route system has been modified over the past few years to adjust to local developments, the whole system has not been redesigned for the growing needs of the city. With ridership increasing and multiple capital projects underway, including the anticipated opening of the Delano Multimodal Center in 2025, implementation of a new smart card payment system, and continued investment in low or zero-emission vehicles, the Transit Network Redesign will ensure a system fit for the future transit needs of the City of Wichita.

We clearly understand the importance of this study in the evolution of the Wichita Transit system. Nelson\Nygaard specializes in comprehensive operational analyses and optimization studies, and we have a proven record of helping transit systems grow ridership and operate more efficiently and effectively.

Our proposed work plan is designed to be responsive to the scope included in the RFP document. We organized the project tasks into a work plan that we feel best enables the project team to carry out the study in a cost-effective and efficient manner and allows for the entire project to be completed in less than a year.

If selected to lead Wichita Transit's Transit Network Redesign, we anticipate collaborating with Wichita Transit staff to refine the scope of work and project timeline.

Our Approach

Task 1 Project Management

1.1 Project Kickoff

Nelson\Nygaard will convene an in-person kickoff meeting to bring together Wichita Transit staff and key members of the consultant team. This meeting serves several purposes:

- Discuss project objectives, priorities, and expectations
- Discuss local issues and sensitivities, as well as challenges and opportunities
- Discuss community engagement activities and audiences
- Refine elements of the draft work plan

Nelson\Nygaard will submit a draft agenda to Wichita Transit staff for review and revision prior to the meeting and a meeting summary will be provided following the kickoff meeting.

As part of our kickoff meeting activities, we also propose to spend time on site touring the study area. Site visits are a key part of the project kickoff process, and we encourage Wichita Transit staff to accompany us as we observe major transfer points, destinations, key travel corridors, bus operations downtown, and the Delano Multimodal Center site. We also recommend convening as a group at the end of our site visit to discuss our initial impressions. This process ensures we develop a common understanding of the project.

1.2 Bi-Weekly Updates and Monthly Progress Reports

We recommend bi-weekly conference calls between our project managers and Wichita Transit staff to provide task updates and discuss immediate next steps. We will submit bi-weekly meeting agendas in advance of each call and provide meeting notes within five days of each meeting. We will also submit monthly progress reports along with invoices to formally document the project's progress and activities.

Task 1 Deliverables:

- ☐ Kickoff Meeting Agenda and Summary
- ☐ Bi-Weekly Meeting Agendas and Summaries
- ☐ Monthly Progress Reports

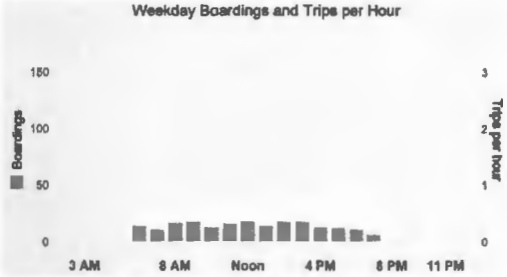
Route 72 Vista Del Sol

Route 72 provides local service from Eastside Transit Center to Zaragoza Road mostly via Gateway Blvd and Vista del Sol Dr.

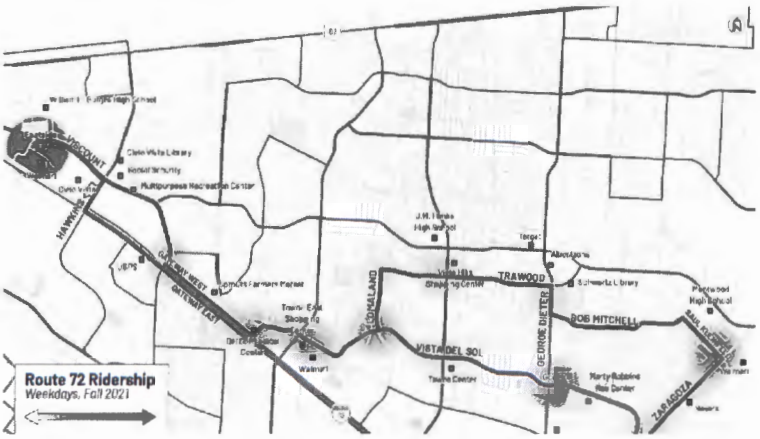
Route 72 runs every 90 minutes from 6:45 AM to 8:15 PM on weekdays. On Saturdays, service ends 90 minutes earlier than on weekdays.

Major destinations along the route include the Eastside Transit Center, three Walmart Supercenter stores, Yarbrough Plaza shopping center, and Montwood High School.

Service Level	Service Hours	Headway	Peak Vehicles	Daily Boardings	Boardings per Hour
Weekday	6:45 AM – 8:15 PM	90	1	193	14.4
Saturday	6:45 AM – 6:45 PM	90	1	131	11.0



Ridership Distribution



Strengths

Ridership activity is moderate to high along multiple segments of the route, despite its long terminal loop.

Opportunities

Route 72's terminal loop along Lomaland Dr along Trawood Dr, Bob Mitchell Dr, Zaragoza Rd, and Vista del Sol Dr forces many riders to travel significantly out of direction.

Route 72 is infrequent with service running every 90 minutes.

Route 72 does not currently connect to a BRIO route, however, it will connect to the future Montana BRIO corridor.

Task 2 State of the System

2.1 Comprehensive Operational Analysis

Our work in Task 2 will be oriented toward developing a comprehensive understanding of the Wichita Transit fixed-route network. We pride ourselves on a data-driven approach, and we understand that changes to transit networks must reflect reliable information.

Fixed-Route Service

As a starting point in our evaluation, we will analyze a wide range of fixed-route characteristics, including but not limited to:

- Ridership trends, particularly post-pandemic
- Service availability by route (span and headways)
- Network connectivity
- Resources (i.e., service hours and peak vehicles)
- Supporting capital facilities

We will then develop detailed profiles for each Wichita Transit route. Route profiles will cover a number of topics, including but not limited to:

- A description of the route alignment, as well as markets and destinations served
- Ridership maps using automatic passenger counter (APC) data
- Charts depicting ridership activity and productivity
- On-time performance statistics

Each route evaluation will also include an overall assessment of strengths and weaknesses as well as a list of potential improvements.

Paratransit Service

We will also conduct a detailed examination of Wichita Transit's paratransit service, including characteristics such as policies and procedures, certification process, average wait and ride times, and historical ridership. If available, origin and destination data will be mapped to identify key travel patterns that may be opportunities for new fixed-route services.

2.2 Market Analysis

Understanding existing and future transit markets is a fundamental part of identifying network opportunities. We will begin by developing a base map that combines the existing network with regional destinations, such as shopping centers, major employers, hospitals, higher education, grocery stores, and social services. We will also review current and future land use for the City of Wichita to anticipate future development patterns.

Using Census data, we will overlay the route network with population and employment densities, as well as the various demographic groups, such as seniors, people of color, low-income households, and persons with a disability. Our team will also combine multiple layers to develop a transit propensity index, indicating the relative demand for transit throughout the Wichita area.

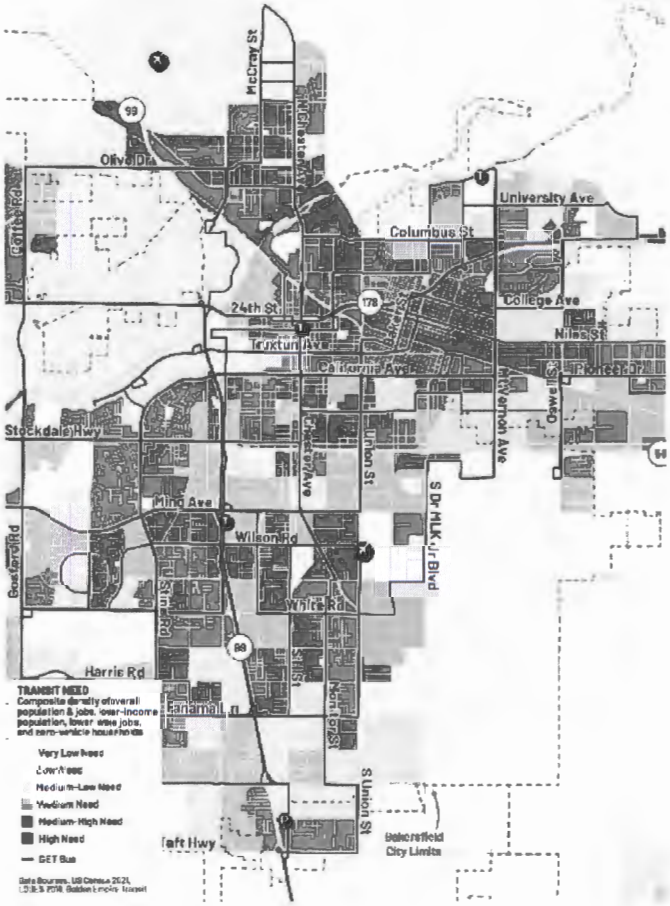
Travel flows of the region will be examined using a combination of Census LEHD data, WAMPO travel demand model data, and cell phone-based travel patterns via Replica. From these analyses, we will assess where transit market opportunities exist.

2.3 State of the System Report

We will produce a highly illustrative State of the System Report, containing the work from both Tasks 2.1 and 2.2, to present concise information on in a very readable manner. The State of the System Report will also include a summary of the first round of community engagement activities, as referenced in Task 3. This document is intended for all audiences (staff, stakeholders, riders, general public, advisory board, and council members).

Task 2 Deliverable:

- ☐ State of the System Report
- ☐ Maps, Tables, and Charts for use in presentation materials



Sample route profile

Task 3 Community Participation

3.1 Community Participation Plan

Community outreach and input is vital to the success of any transit study, particularly one that will likely include recommendations for network changes. Our team will develop a community participation plan from the onset to ensure the project reflects community needs, priorities, and values. The community participation plan will include the following:

- Key messages and strategies to connect with community members
- Proposed outreach activities, tools, and methods
- Draft list of potential stakeholders
- Schedule detailing all outreach activities

Our team anticipates two rounds of robust community outreach – after completion of Tasks 2.1 and 2.2 but prior to completion of the State of the System Report and after the development of initial service concepts. Our proposed outreach strategies are detailed in Task 3.2. However, we anticipate collaborating with Wichita Transit staff to identify which strategies are most effective and appropriate. We also propose a transit visioning session between the two community outreach events, as specified in Task 3.3.

3.2 Community Outreach Activities

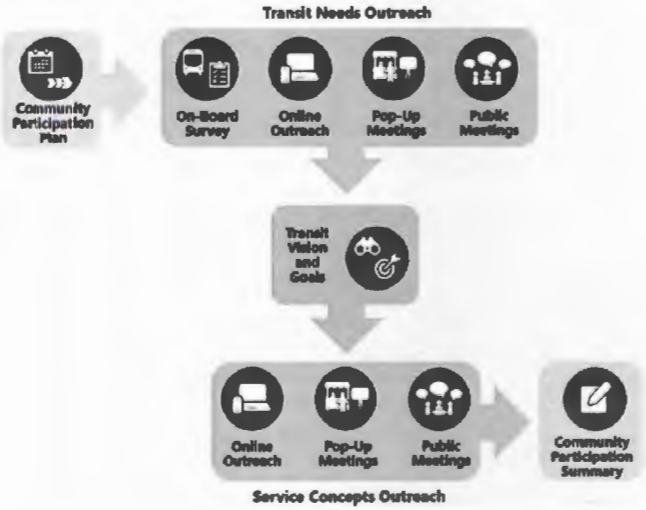
From traditional public meetings to visioning workshops, we continually refine our outreach approach to gather diverse and meaningful input and perspective from community members. We work in close collaboration with clients to develop engagement campaigns that educate, engage, and inform. We propose the following outreach activities:

Project Brand

Branding a project with a unique and memorable name and logo helps draw attention to projects. Our graphic designers utilize client feedback to develop successful project brands.

On-Board Survey

We propose an on-board survey early during the study to learn more about Wichita Transit rider characteristics, needs, preferences, and satisfaction. Nelson\Nygaard will collaborate with Wichita Transit staff to design the on-board survey instrument. Upon collection of all completed surveys, the Nelson\Nygaard team will enter all data collected from the survey and analyze



Our proposed community participation process

Nelson\Nygaard has an in-house team of graphic designers, branding experts, and communications professionals who will ensure the Sun Metro COA has thoughtful and appealing branding. Creating an easily recognizable brand will grow awareness for the project and can lead to increased engagement.

the results. The onboard survey will be available in English, and Spanish. A chance to win a drawing for multiple gift cards will provide an incentive to participate. The survey will also be made available online and accessible by QR Code.

Online Survey

In conjunction with the on-board survey, we will design an online survey with questions relevant to riders and non-riders. Questions will focus on current travel patterns, attitudes towards transit, and improvements that would attract non-riders. Survey results will be analyzed and provided to Wichita Transit staff.

Project Website

Project websites can be used to present project information and collect input from a broad audience of transit users and non-users. We propose developing a stand-alone project website that will be linked from Wichita Transit's website, where riders already access information about the system. The project website will include a project overview, timeline, meeting announcements, links to online surveys and deliverables, as well as information on how to provide feedback.

Social Media

The use of Facebook, Twitter, and other social media has become a new standard way of distributing information. We will coordinate with communication staff to create promotional materials for the project.

Pop-Up Outreach

Pop-up events are a good way to engage the public where they are. Typical materials at pop-up events include a table, pop-up tent, eye-catching signage, project informational boards and interactive activities designed to collect input. Potential pop-up meeting locations include the downtown transit center and community events, such as festivals and farmer's markets.

Public Meetings

As web-based public engagement methods have increased community dialogue, traditional outreach activities such as public meetings are becoming less popular, but still very important to others. We structure public meetings to strike a balance between rigid agendas and free-flowing conversation. We tailor meeting content to audiences so that materials are comprehensible and thorough. We will collaborate with Wichita Transit staff to identify the most appropriate times and venues for public meetings. Typical public meeting materials include project informational boards, a brief presentation, and interactive activities.

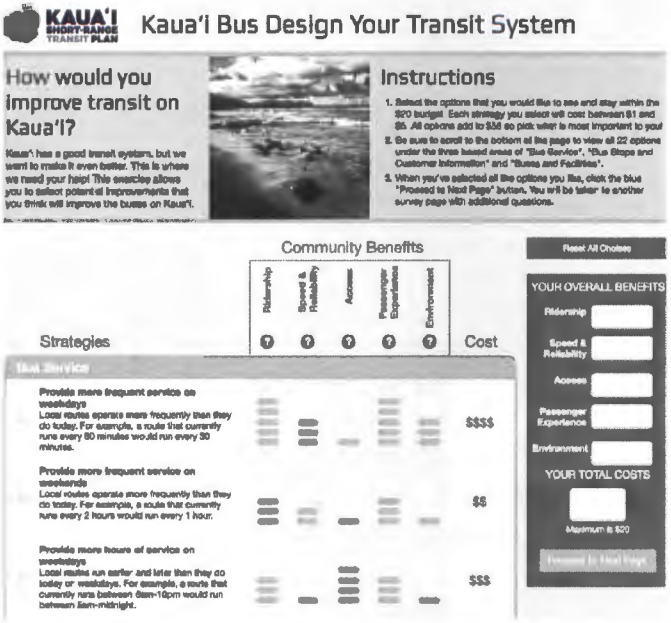
Stakeholder Focus Groups

One of the most effective ways we have found to understand transit needs is to conduct stakeholder discussions through focus groups during the early stages of a project. In our experience, hosting stakeholder focus group sessions, instead of one-on-one interviews, results in a more robust discussion of the common transit needs across the community. These discussions also provide a chance for stakeholders to better understand the trade-offs and challenges Wichita Transit faces as it develops service recommendations.

These discussions help us to quickly identify major issues, concerns, and opportunities. We will work with Wichita Transit staff to identify key community stakeholders. Typical discussion topics include:

- Perceptions about strengths/weaknesses in the current services
- Existing gaps in transportation services
- Highest priorities for improving transit services
- Pertnership opportunities

Potential stakeholders include representatives of the Transit Advisory Board, social service organizations, community advocacy groups, and educational institutions. Summaries of the stakeholder discussion groups will be incorporated into the community participation summary in Task 3.4.



"Envision Your Transit System" survey sample

We developed this interactive "design your own transit system" website for The Kaua'i Bus to help stakeholders understand the tradeoffs of service design:

https://blinktag.com/projects/design-your-transit-system

3.3 Transit Visioning

In addition to the outreach strategies described in Task 3.2, we also recommend fun and interesting visioning exercises to engage stakeholders, Wichita Transit staff, and members of the public.

Wichita Transit Staff Workshops

As part of the visioning process, we first propose having multiple workshops with Wichita Transit staff to get input on the existing system and what they would like to see in the future. These workshops are centered around different staff positions within the organization including bus and paratransit operators, schedulers and supervisors, and Wichita Transit planners and management team. These internal stakeholders will provide first-hand insight into rider experiences, operational issues, and opportunities that will inform the planning and visioning process.

Stakeholder Workshops

Stakeholder workshops also provide an opportunity to facilitate service planning games and unconstrained transit visioning with representatives that understand community needs. These workshops will mirror the groups of stakeholders that were part of the stakeholder focus groups in Task 3.2.

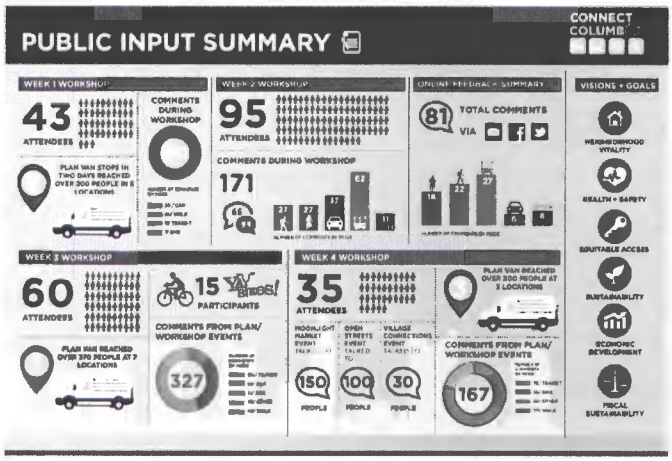
Potential stakeholder workshop discussion topics include:

- Tradeoff between service coverage and frequency
- Tradeoff between radial, grid, and hybrid bus networks
- Benefits (and costs) of major transit investments
- Options for funding major transit investments

Stakeholder workshops will be designed in such a way as to culminate in a future transit system as envisioned by participants. Results of multiple stakeholder workshops will be carefully reviewed and merged to develop a single vision.

"Envision Your Transit System" Survey

Nelson\Nygaard has developed an interactive online tool that enables the general public to prioritize transit service options given a constrained amount of resources. Essentially, the tool simplifies the service planning process for non-technical audiences while also communicating the varied benefits of unique service options. Our "Envision Your Transit System" tool can be added to the project website and presented to the public and pop-up events and meetings in order to get a sense of visioning from the general public.



3.4 Community Participation Summary

We will compile the results of the visioning outcomes, surveys, and other key community feedback we hear into a Community Participation Summary. The document will be updated throughout the project to incorporate findings across the overall outreach effort while providing detailed information on each of the individual outreach efforts, enabling Wichita Transit to visualize and understand community needs and desires.

Task 3 Deliverables:

- ☐ Community Participation Plan
- ☐ Community Participation Summary

Task 4 Recommendations

4.1 Service Concepts

To determine the best way to improve individual routes and the overall transit network, we will develop a range of service concepts with consideration to the following ideas, including but not limited to:

- Route re-alignments to provide more effective, efficient, and attractive service
- Changes to frequencies to match service with demand and facilitate connections
- Revised service spans, including looking at Sunday service, to maximize access to employment, education, and basic needs
- Improved schedule coordination to facilitate transfers and reduce wait times
- Variable service patterns for ridership demand based on seasonal changes
- New crosstown routes to reduce out-of-direction travel
- Changes or expansion of Q-Line services to meet demand
- Potential service with fixed-route or on-demand services to new areas identified as transit-supportive in the market analysis
- Vehicle size and propulsion requirements

After we vet the service concepts with Wichita Transit staff, we will share them with the community in a second round of outreach as specified in the Community Participation Plan developed in Task 3.1 and using outreach strategies described in Task 3.2.

4.2 Service Plan

Following public outreach of the service concepts, we will work with Wichita Transit staff to develop service enhancement and expansion recommendations that detail the following:

- Route modifications and new routes
- Service span and headways
- Vehicle and driver requirements
- Market(s) served
- Associated infrastructure needs
- Paratransit service impacts

With our own subscription to Remix software, Nelson\Nygaard staff are trained and able to provide service recommendations in Remix either utilizing Wichita Transit's subscription or Nelson\Nygaard's. After finalizing financial assumptions, we will present a 5-year service plan that will detail service investments for each route at each phase. A simplified version of the service plan will also be developed in a graphic format that is easy for the public to comprehend.

The proposed service plan will also be reviewed for any Title VI implications based on FTA guidelines required for Wichita Transit, as a large urban operator. Based on the review, we will work with Wichita Transit to address any potential concerns related to Title VI.

4.3 Capital and Infrastructure Requirements

We will estimate the capital needs and costs associated with service recommendations. In general, costs will be based upon estimated existing costs for purchase, design and/or construction, inflated by an agreed-upon rate of inflation for each major cost category. Inflation rates need not be the same for all operating and capital expenditures.

Specific capital expenditures will include the following categories.

- Revenue vehicles: The purchase or lease of buses, vans, and other revenue vehicles is estimated by year in a fleet expansion and replacement schedule. The cost of purchasing or leasing those vehicles will be estimated based upon recent cost experience, inflated by the appropriate factor to the actual year of purchase or lease. Where deliveries may extend beyond a single year, costs will be proreted to reflect anticipated delivery schedules.
- Passenger facilities: For any new or revised route, the supporting capital infrastructure costs will be estimated. In particular, the number of new shelters will be projected and included in the financial plan. Consideration for the upcoming Delano Multimodal Center will be made as part of the recommended service plan.

The fleet expansion and replacement schedule will include a review of the current fleet (bus, maintenance, and staff) and potential recommendations for new vehicle types. The fleet plan will consider vehicle attributes (type, capacity, age, mileage, fuel type, fuel source, etc.) as well as short and long-range service expansion assumptions. New vehicle types, such as vans, articulated buses, CNG buses, or BEV vehicles, may also be recommended.

Task 4.4 Long Range Plan

After finalizing the service plan and capital recommendations, we will develop a long-range plan with an implementation timeframe of 5-10 years. The service expansion plan will allow Wichita Transit to be responsive to future population and employment growth, as well as enhanced regional connectivity. The long-range plan will likely include a range of service and capital investments, such as the following:

- Service investments
- Rapid bus or Bus Rapid Transit (BRT) elements along high ridership corridors
- Service to outlying areas and neighboring cities identified as transit-supportive in the market analysis
- Increased on-demand service in areas that do not support fixed-route service
- Capital investments
- New and upgraded operating facilities to support system growth
- Additional transit centers to improve network connectivity
- Infrastructure upgrades on future BRT corridors
- Speed and reliability upgrades to bus transit more attractive
- Multimodal hubs to improve network connectivity and build community
- Technology improvements to enhance the overall transit user experience

Nelson\Nygaard will summarize service and capital investments in formats that are easy to understand using maps and written descriptions that describe the critical elements and community benefits.

Task 4 Deliverables:

- ☐ Recommended Service Plan including recommendations in Remix
- ☐ Capital and Infrastructure Requirements
- ☐ Long Range Plan

Task 5 Report Development

5.1 Fiscal Sustainability Plan

Fare Analysis

The purpose of this task is to become thoroughly familiar with the current fare structure and policies for Wichita Transit services. We will make use of existing data to analyze fares with emphasis on a series of key indicators and trends. Our team will compile a review of the existing fare structure and policies, including trends in average fare per passenger, subsidy per passenger, and farebox recovery ratio over the past five years. We understand that Wichita Transit is looking to implement a fare smart card in the immediate future, and we will factor the rollout of the smart card system into any recommended fare policies.

We will also conduct a peer review of up to five similar transit systems, gathering information about trends and approaches to fare policy, farebox recovery, fare equity, and touchless fare payment.

Transit Funding Resources Report

We will work closely with Wichita Transit staff to create a report based on the service recommendations and fare analysis and compiling all funding resources and expenditures over the past 3 fiscal years, including but not limited to:

- Resources
  - Federal operating and capital funding
  - State funding
  - Local funding by category
  - Passenger revenues
  - Other grants
- Expenditures
  - Operating costs
  - Maintenance costs
  - Administrative costs
  - Capital costs
  - Benefits
  - Debt
  - Contingency

Transit Sustainability Funding Plan

The Transit Sustainability Funding Plan will provide a "road map" for obtaining and maintaining new sources of ongoing funding and capital grants to realize the Long-Range Plan.

The road map will place specific focus on funding recommendations from the preferred alternative and service expansions plans as well as ensuring that Wichita Transit has the resources to sustainably fund and enhance transit service in the future.

5.2 Draft Report

The draft deport will compile analysis, findings and recommendations developed in previous tasks. The report will likely consist of the following chapters and/or appendices:

- Executive summary
- Existing service design and performance
- Current and future market conditions
- Service alternatives development process
- Community outreach and input summary
- Service recommendations
- Long Range Transit recommendations
- Fiscal Sustainability Plan

An electronic copy of the draft deport will be submitted to Wichita Transit staff for review and comment.

5.3 Summary Presentation

We will present a summary of study tasks, findings, and recommendations to the City Council during a work session or regular board meeting. We will also be prepared to answer any questions from the public.

The summary presentation will also be formatted for continued use by Wichita Transit staff after the conclusion of the study for informing other stakeholders or advocating for additional funding sources at the local, state, or federal level.

Final report sample developed for CityLink. More information can be found in Appendix A and the full report can be accessed here.

5.4 Final Report

Based upon one set of non-conflicting comments from staff, we will revise the draft report and produce a final report. We will deliver the final report in electronic format along with all supporting analysis and graphic files.

Nelson\Nygaard will provide all data collected to Wichita Transit in a usable and formatted table for future use. We will also provide all maps, graphics, and charts used in the report and presentations for future use. All items provided will be named and/or labeled for easy identification.

Task 5 Deliverables:

- ☐ Fiscal Sustainability Plan
- ☐ Draft Report
- ☐ Summary Presentation
- ☐ Final Report

Schedule

We anticipate the work for this project will be completed by July 2024. Our proposed schedule is detailed below.

		2023					2024						
	Task and Description	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
1	Project Management												
1.1	Project Kickoff												
1.2	Bi-Weekly Updates and Monthly Progress Reports												
2	State of the System												
2.1	Comprehensive Operational Analysis												
2.2	Market Analysis												
2.3	State of the System Report												
3	Community Participation												
3.1	Community Participation Plan												
3.2	Community Outreach Activities												
3.3	Transit Visioning												
3.4	Community Participation Summary												
4	Recommendations												
4.1	Service Concepts												
4.2	Service Plan												
4.3	Capital and Infrastructure Requirements												
4.4	Long-Range Plan												
5	Report Development												
5.1	Fiscal Sustainability Plan												
5.2	Draft Report												
5.3	Summary Presentation												
5.4	Final Report												

5
Proposal Fees

Cost Proposal

The total fee for this project is $322,619 for all tasks presented in the scope of work in this proposal. The detailed budget on the following pages shows the breakdown of costs by task and hours per team member.

		Nelson\Nygaard Labor Costs										
		Jennifer Wieland	Thomas Wittmann	James Gamez	Sam Wright	Peter Soderberg	Sarah Hyden	Donato Perez	Jungwha Yuh	Michael Carraher		
		Senior Principal II	Senior Principal II	Principal	Senior Associate II	Senior Associate II	Associate III	Associate III	Senior Associate Designer II	Senior Associate GIS Analyst II	NN Labor	
	Total Billing Rate	$347.98	$283.19	$225.68	$157.24	$152.88	$113.57	$113.57	$162.70	$163.07	Hours	Cost
Task	Description											
1	**Project Management**											
1.1	Project Kickoff	2	2	16	16						36	$7,389
1.2	Bi-Weekly Updates & Monthly Progress Reports			18	12						30	$5,949
	Task Total	2	2	34	28	0	0	0	0	0	66	$13,338
2	**State of the System**											
2.1	Comprehensive Operational Analysis		4	8	16	2	40	24		32	126	$18,246
2.2	Market Analysis			8	16		24	16		24	88	$12,778
2.3	State of the System Report		4	24	32	2					62	$11,887
	Task Total	0	8	40	64	4	64	40	0	56	276	$42,910
3	**Community Participation**											
3.1	Community Participation Plan			2	4				16		22	$3,684
3.2	Community Outreach Activities			36	40			40	48		164	$26,767
3.3	Transit Visioning	16		16	16				8		56	$12,996
3.4	Community Participation Summary			4	8		4		16		32	$5,218
	Task Total	16	0	58	68	0	4	40	92	0	278	$49,315
4	**Recommendations**											
4.1	Service Concepts		8	24	24	4	4	4		24	92	$16,889
4.2	Service Plan		8	24	24	8				24	88	$16,592
4.3	Capital and Infrastructure Requirements		4	16	20					8	48	$9,193
4.4	Long-Range Plan	4	4	16	16				4	8	52	$10,607
	Task Total	4	24	80	84	12	4	4	4	64	280	$53,281
5	**Report Development**											
5.1	Fiscal Sustainability Plan		8	16	16	40	40				120	$19,050
5.2	Draft Report			24	40	2			8	4	78	$13,966
5.3	Summary Presentation			4	2				2		8	$1,543
5.4	Final Report			8	16				2	4	30	$5,299
	Task Total	0	8	52	74	42	40	0	12	8	236	$39,857
	TOTAL HOURS	22	42	264	318	58	112	84	108	128	1,136	
	TOTAL LABOR COST	$7,655	$11,894	$59,579	$50,004	$8,867	$12,719	$9,539	$17,572	$20,873		$198,702
	TOTAL COSTS											

Cost Proposal (continued)

		Subconsultant Costs												
		SRF					PPMC				Shockey Consulting			
	Total Billing Rate	William Troe $260.78	Joseph Kapper $190.46	Eavan Moore $118.52	SRF Hours	SRF Cost	Kate Young $175.00	Abagail Hammack $175.00	PPMC Hours	PPMC Cost	Erin Winn $175.00	Associate $125.00	Shockey Consulting Hours	Shockey Consulting Cost
Task	Description													
1	**Project Management**													
1.1	Project Kickoff	4			4	$1,043	2		2	$350	2		2	$350
1.2	Bi-Weekly Updates & Monthly Progress Reports	4			4	$1,043	4		4	$700	8		8	$1,400
	Task Total	8	0	0	8	$2,086	6	0	6	$1,050	10	0	10	$1,750
2	**State of the System**													
2.1	Comprehensive Operational Analysis				0	$0			0	$0			0	$0
2.2	Market Analysis				0	$0			0	$0			0	$0
2.3	State of the System Report				0	$0			0	$0			0	$0
	Task Total	0	0	0	0	$0	0	0	0	$0	0	0	0	$0
3	**Community Participation**													
3.1	Community Participation Plan				0	$0	4		4	$700	4	16	20	$2,700
3.2	Community Outreach Activities		20	20	40	$6,180		8	8	$1,400	16	60	76	$10,300
3.3	Transit Visioning	16			16	$4,172	40	40	80	$14,000			0	$0
3.4	Community Participation Summary				0	$0	4	8	12	$2,100	4	32	36	$4,700
	Task Total	16	20	20	56	$10,852	48	56	104	$18,200	24	108	132	$17,700
4	**Recommendations**													
4.1	Service Concepts				0	$0			0	$0			0	$0
4.2	Service Plan				0	$0			0	$0			0	$0
4.3	Capital and Infrastructure Requirements	20	20	20	60	$11,395			0	$0			0	$0
4.4	Long-Range Plan	32	20	20	72	$14,525			0	$0			0	$0
	Task Total	52	40	40	132	$25,920	0	0	0	$0	0	0	0	$0
5	**Report Development**													
5.1	Fiscal Sustainability Plan	20	35	40	95	$16,623			0	$0			0	$0
5.2	Draft Report	8			8	$2,086	4		4	$700	2		2	$350
5.3	Summary Presentation				0	$0			0	$0			0	$0
5.4	Final Report				0	$0			0	$0			0	$0
	Task Total	28	35	40	103	$18,709	4	0	4	$700	2	0	2	$350
	TOTAL HOURS	104	95	100	299		58	56	114		36	108	144	
	TOTAL LABOR COST	$27,121	$18,094	$11,852		$57,067	$10,150	$9,800		$19,950	$6,300	$13,500		$19,800
	TOTAL COSTS					$57,067				$19,950				$19,800

Cost Proposal (continued)

Task	Description	Total Billing Rate	Total Subconsultants Labor Hours	Total Subconsultants Labor Costs	Total Labor Hours	Total Labor Costs	Expenses	Expenses	Total Direct Expenses	Total Costs
1	**Project Management**									
1.1	Project Kickoff		8	$1,743	44	$9,132				$9,132
1.2	Bi-Weekly Updates & Monthly Progress Reports		16	$3,143	46	$9,092				$9,092
	Task Total		24	$4,886	90	$18,224	$2,600	$0	$2,600	$20,824
2	**State of the System**									
2.1	Comprehensive Operational Analysis		0	$0	126	$18,246				$18,246
2.2	Market Analysis		0	$0	88	$12,778				$12,778
2.3	State of the System Report		0	$0	62	$11,887				$11,887
	Task Total		0	$0	276	$42,910	$0	$0	$0	$42,910
3	**Community Participation**									
3.1	Community Participation Plan		24	$3,400	46	$7,084				$7,084
3.2	Community Outreach Activities		124	$17,880	288	$44,646				$44,646
3.3	Transit Visioning		96	$18,172	152	$31,168				$31,168
3.4	Community Participation Summary		48	$6,800	80	$12,018				$12,018
	Task Total		292	$46,252	570	$95,567	$10,600	$12,500	$23,100	$118,667
4	**Recommendations**									
4.1	Service Concepts		0	$0	92	$16,889				$16,889
4.2	Service Plan		0	$0	88	$16,592				$16,592
4.3	Capital and Infrastructure Requirements		60	$11,395	108	$20,588				$20,588
4.4	Long-Range Plan		72	$14,525	124	$25,131				$25,131
	Task Total		132	$25,920	412	$79,201	$0	$0	$0	$79,201
5	**Report Development**									
5.1	Fiscal Sustainability Plan		95	$16,623	215	$35,672				$35,672
5.2	Draft Report		14	$3,136	92	$17,102				$17,102
5.3	Summary Presentation		0	$0	8	$1,543				$1,543
5.4	Final Report		0	$0	30	$5,299				$5,299
	Task Total		109	$19,759	345	$59,616	$1,400	$0	$1,400	$61,016
	TOTAL HOURS		557		1,693					
	TOTAL LABOR COST			$96,817		$295,519	$14,600	$12,500	$27,100	$322,619
	TOTAL COSTS			$96,817						$322,619

Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights
This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.
The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.
For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

    1. Procure or obtain;

    2. Extend or renew a contract to procure or obtain;or

    3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

        i. For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

        ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

        iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232,section 889 for additional in formation.

d. See also § 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Nelson\Nygaard Consulting Associates, Inc.

Signature of Authorized Official: Jennifer Wieland Date 5 / 15 / 2023

Name and Title of Contractor's Authorized Official: Jennifer Wieland, Managing Director

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Jennifer Wieland, Managing Director hereby certify
(Name and title of official)

On behalf of Nelson\Nygaard Consulting Associates, Inc. that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name of Bidder/Company Name: Nelson\Nygaard Consulting Associates, Inc.

Type or print name: Jennifer Wieland

Signature of authorized representative: Jennifer Wieland Date 5 / 15 / 2023

Request For Proposal Conditions

1. Certification 1-The Consultant hereby certifies that:

   The Consultant hereby certifies they are aware that all communications between a Proposer and the City regarding a proposal or the proposal process should only be directed to Purchasing Division staff. That if any contact with any other City employee that is necessary to clarify technical aspects of the proposal or the RFP that communication will be coordinated through the Purchasing Division and the listed designated project manager. The City Policy prohibits any City employee from having any interaction with any representatives of any entity that is considering or has responded to a RFP; and that any employee can be subject to discipline included termination for violating City Policy; and that City policy also prohibits contact with members of the Wichita City Council.

2. Certification 1-The Consultant hereby certifies that:

   A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.

   B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

   C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

3. Certification 2- The Consultant hereby certifies that:

   No Lobbying and Influencing Federal and/or City Employees or City Council Members:

   (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

   (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

4. Certification 3-The Consultant hereby certifies that:

Conflict of Interest
The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

On behalf of Proposer, I certify Proposer's current compliance with all of the above requirements and that it will continue to adhere to these requirements until this Project is awarded. Proposer understand that its failure to so adhere or to have made false representations on these certification may cause its Proposal to be rejected from consideration for this and future solicitations.

Jennifer Wieland

Signature

Managing Director

Title

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Treasury Services Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendations: Adopt the resolution and authorize the necessary signatures.

Background: The City has an existing banking agreement with Bank of America. This agreement allows Bank of America to facilitate electronic payment services for Water and Sewer Utility customers. Through this service, customers have the option of paying their monthly water bill via automatic draft from their bank account.

Analysis: On September 1, 2020, the City Council adopted Resolution No. 20-270 delegating individual authority with respect to specific banking transactions to ensure the proper segregation of duties and adequate internal controls. The authorizing resolution must be updated when staffing changes occur.

Financial Considerations: There are no financial considerations in connection with the changes to the resolutions.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution updating the list of individuals authorized to execute transactions with Bank of America and authorize the necessary signatures.

Attachment: Resolution

RESOLUTION NO. 23-402

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF CERTAIN UPDATED AGREEMENTS IN CONNECTION WITH BANKING SERVICES PROVIDED BY BANK OF AMERICA, N.A.

WHEREAS, the City of Wichita has existing agreements for various banking services with Bank of America, N.A. and,

WHEREAS, Bank of America, N.A. (the "Bank") is qualified to serve as a designated depository of municipal funds and is capable of providing arrangements meeting certain of the City's current needs and requirements;

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

Section 1. Approval of Bank Selection. The governing body approves the selection of the Bank to provide banking services required by the City, including service as a designated depository of municipal funds pursuant to K.S.A. 9-1401, which deposits are to be secured by pledges of acceptable securities, as provided by the City's Investment Policy, K.S.A. 9-1402 and K.S.A. 9-1405, all as amended.

Section 2. Transfer Authority and Execution of Documents. The City Manager is hereby authorized and directed to agree upon, with representatives of the Bank, and to enter into agreement(s) setting forth, the terms and conditions upon which the Bank, in accordance with the specifications established by the City's Finance Department (and in forms approved by the City Attorney), will receive and maintain deposits and make transfers of the City's funds to or from any account of the City, wherever maintained, or from any account of the City to any firm, person, or bank, when acting upon requests, or orders, and that such terms and conditions may authorize the Bank to act upon requests received by voice communication given in accordance with procedures agreed upon with the Bank in writing and signed by either of Robert Layton, City Manager and Mark L. Manning, Director of Finance, each of whom (together with Shayla Cotman, Interim City Treasurer) will provide appropriate specimen signatures by manually executing appropriate signature cards or forms supplied to the Bank. Furthermore, the City Clerk or any Deputy City Clerk is hereby authorized and directed to attest to any such agreement(s), for and on behalf of the City.

Section 3. Delivery of Documents; Further Authority. The City Manager, City Clerk or other appropriate officers, agents or representatives of the City, are hereby authorized and directed to deliver the above-referenced agreement(s), and to execute and deliver such other documents and certificates as may be approved by the City Attorney as documents necessary and appropriate to carry out the intent of this Resolution.

Section 4. Certification. The City Clerk or any Deputy City Clerk is hereby authorized and directed to certify this Resolution to the Bank.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage by the Governing Body of the City.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on October 3, 2023.

ATTEST

_____ _____

Jamie Buster, City Clerk Brandon J Whipple, Mayor

APPROVED AS TO FORM

_____

Jennifer Magana, Director of Law
And City Attorney

Agenda Item No. II-8

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $80,000 as a full settlement of the claim, and adopt the bonding resolution.

Background: This claim arises from a motor vehicle accident involving a Wichita Police Department vehicle on September 17, 2022.

Analysis: The claimants have offered to accept a lump sum payment of $80,000 as full settlement of all of the claimants' claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund. The Finance Department is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $80,000. The bonding resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of $80,000 as full settlement of all possible claims arising out of the event, which is the subject of this claim and adopt the bonding resolution.

Attachments: Bonding resolution.

RESOLUTION NO. 23-403

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL LITIGATION SETTLEMENT.

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to a motor vehicle accident involving a Wichita Police Department vehicle on September 17, 2022, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq*. to pay a settlement in the amount of $80,000.00 and related expenses (the “Settlement”); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

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

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on October 3, 2023.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Jamie Buster, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: CON2023-00033 – Conditional Use Request in the City to Permit a Car Wash, Generally Located on the Northwest Corner of East Funston Street and South Rock Road (1717 South Rock Road). (District II)

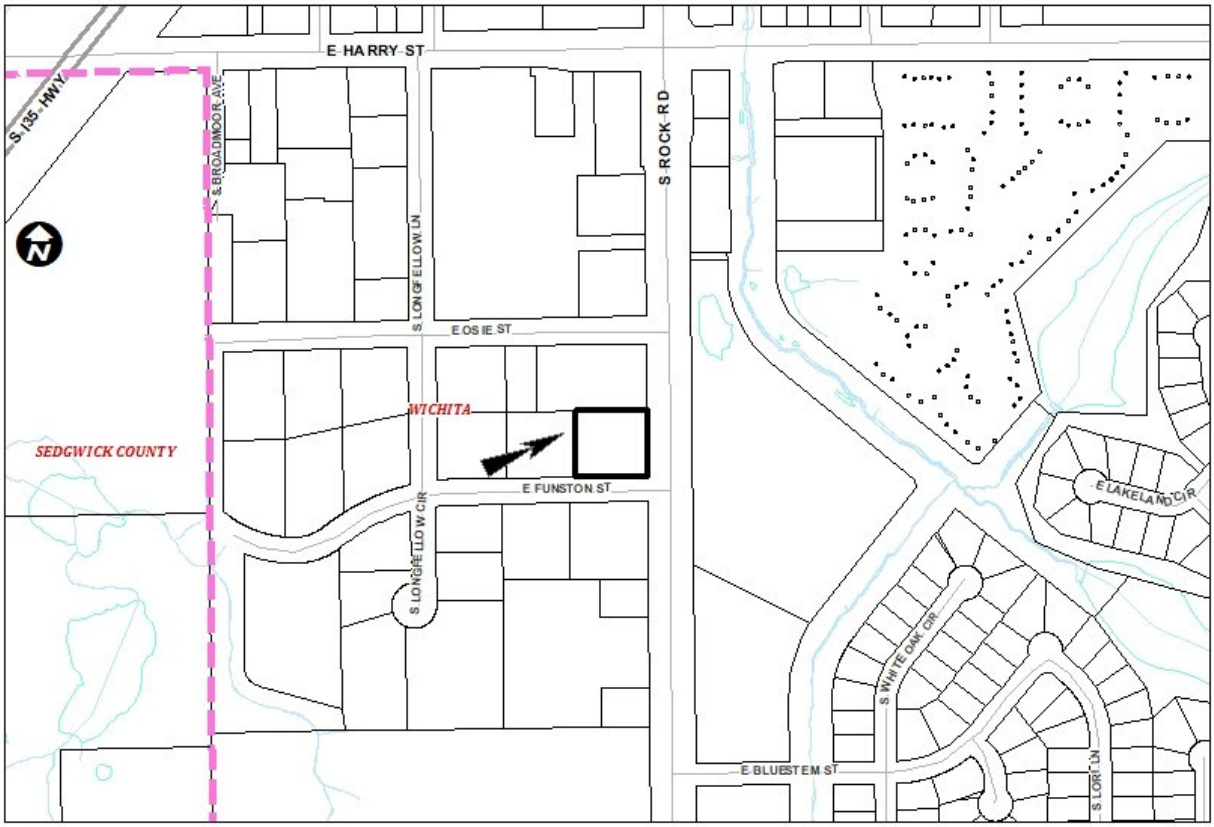
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (11-0).

MAPD Staff Recommendation: Approve.

DAB II Recommendation: Approve (4-2).



Background: The applicant is requesting a Conditional Use to permit an automated carwash on property zoned LI Limited Industrial District. The 0.90-acre, platted property is currently developed with a vacant commercial office building that will be demolished for the new development. The applicant proposes to build a 3,189 square-foot building with eleven parking spaces (one of which would be handicap accessible) and a dumpster enclosure. The proposed carwash site plan shows that vehicles will enter and exit the carwash at East Funston Street.

Carwashes are permitted uses in LI Limited Industrial District zoning, subject to the following Supplementary Use Regulations in Section III-D.6.f of the Unified Zoning Code. The Regulations state that carwashes require Conditional Use approval when developed within 200 feet of residential zoning. The proposed site is within 200 feet of residential zoning on the east side, across South Rock Road.

(1) **Setbacks from major Streets.** All buildings shall be set back at least 35 feet from all arterials, expressways, or freeways.

(2) **Setbacks from other Streets.** For all streets other than arterial streets, expressways, or freeways, the minimum street setback shall be the less of the following:

a. 20 feet from the street right-of-way line;
b. The setback described on the recorded subdivision plat; or
c. The average setback calculated pursuant to Sec. III-E.2.e(5)(b).

(3) **Setbacks from residential.** All structures shall be setback at least 60 feet (excluding any street, alley, or intervening public way) for the lot line of any lot located within a residential zoning district. This setback shall not apply where the abutting property is being used for a nonresidential use permitted by-right in the underlying district or where the governing body has formally adopted a policy of looking with favor on the establishment of LC Limited Commercial District or higher intensity zoning for the contiguous area.

(4) **Fences.** A fence with a minimum height of six feet shall be provided along the interior side and rear property line, when adjacent to a dwelling unit, to protect the dwelling unit from light and noise and eliminate blowing debris, and to protect adjacent property values. When a fence shall be located in the required front setback, such fence shall not be high than three feet. The fence shall be constructed of masonry, concrete, wood, or other similar materials.

(5) **Paving.** All of the area to be utilized by the washing and drying operations, including all ingress and egress areas, shall be paved with concrete, asphalt, or asphaltic concrete, or similar hard surfacing material.

(6) **Lighting.** The lighting shall be in compliance with the lighting requirements of Sec.IV-B.4. No string-type lighting shall be permitted.

(7) **Signs.** Signs are limited to those permitted in the underlying district.

(8) **Noise.** The noise levels shall be in compliance with the noise standards of Sec. IV-C.6.

(9) **Circulation plan.** A plot plan showing points of ingress and egress, width of driveways, off-street parking and holding spaces and interior traffic circulation shall be submitted to the Traffic Engineer for the City for approval prior to the filing of the application. There shall be no ingress or egress from unpaved public ways.

(10) **Parking.** All parking areas shall have adequate guards to prevent the extension or overhanging of vehicles beyond property lines or parking spaces.

(11) **Street access.** There shall be no ingress of egress from minor or residential streets having 60 feet of right-of-way or less, unless there are two free-moving lanes at all times.

(12) **Drainage.** All drainage, both natural and that created by the operation, shall be handled in a manner satisfactory to the Department of Public Works.

(13) **Maintenance.** The area shall be properly policed through inspects by the owner or operator for proper maintenance and removal of trash.

The proposed site plan adheres to all required setback and parking requirements set by Art. III.Sec.III.D.6.f. The exit for the car wash tunnel faces south. It also serves as a buffer between the vacuums directly west of the tunnel and the residential development to the east. Their orientation promotes compatibility with the residential development to the west by minimizing the primary generation of noise. The site plan also shows the required landscaping set forth by the Wichita Landscape Ordinance. In general, because the site is being redeveloped, a landscaped street yard with parking lot screening will be required on the east side of the property abutting South Rock Road.

Property to the north is zoned LI Limited Industrial District and is developed with a research facility. Property to the south, across East Funston Street, is zoned GC General Commercial District and is developed with an insurance office. Property to the east, across South Rock Road, is zoned SF-5 Single-Family Residential District and is developed with an apartment complex located within CUP DP-51. Property to the west is zoned LI Limited Industrial District and is developed with a veterinary clinic.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval of the zone change (11-0). One member of the public, who owns property adjacent to the subject site, spoke against the Conditional Use with concerns of noise and how it may affect their property.

On September 11, 2023, District Advisory Board (DAB) II recommended approval of the zone change (4-2). One member of the DAB spoke in opposition to the requested Conditional Use, citing concerns with noise. No members of the public spoke at this public hearing.

No protest petitions were received for this case. Therefore, the Conditional Use request can be approved with a simple majority vote (four of seven votes).

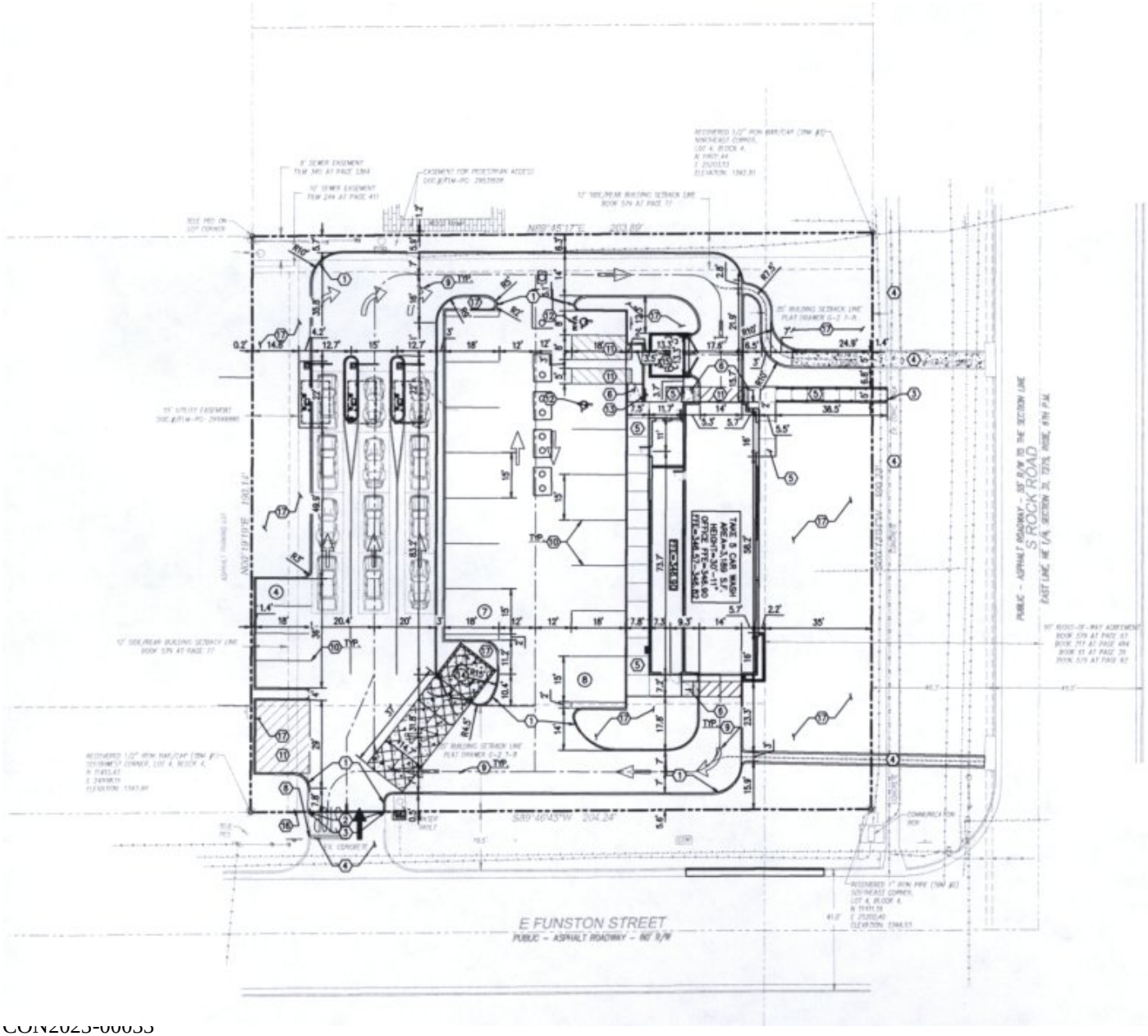
Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

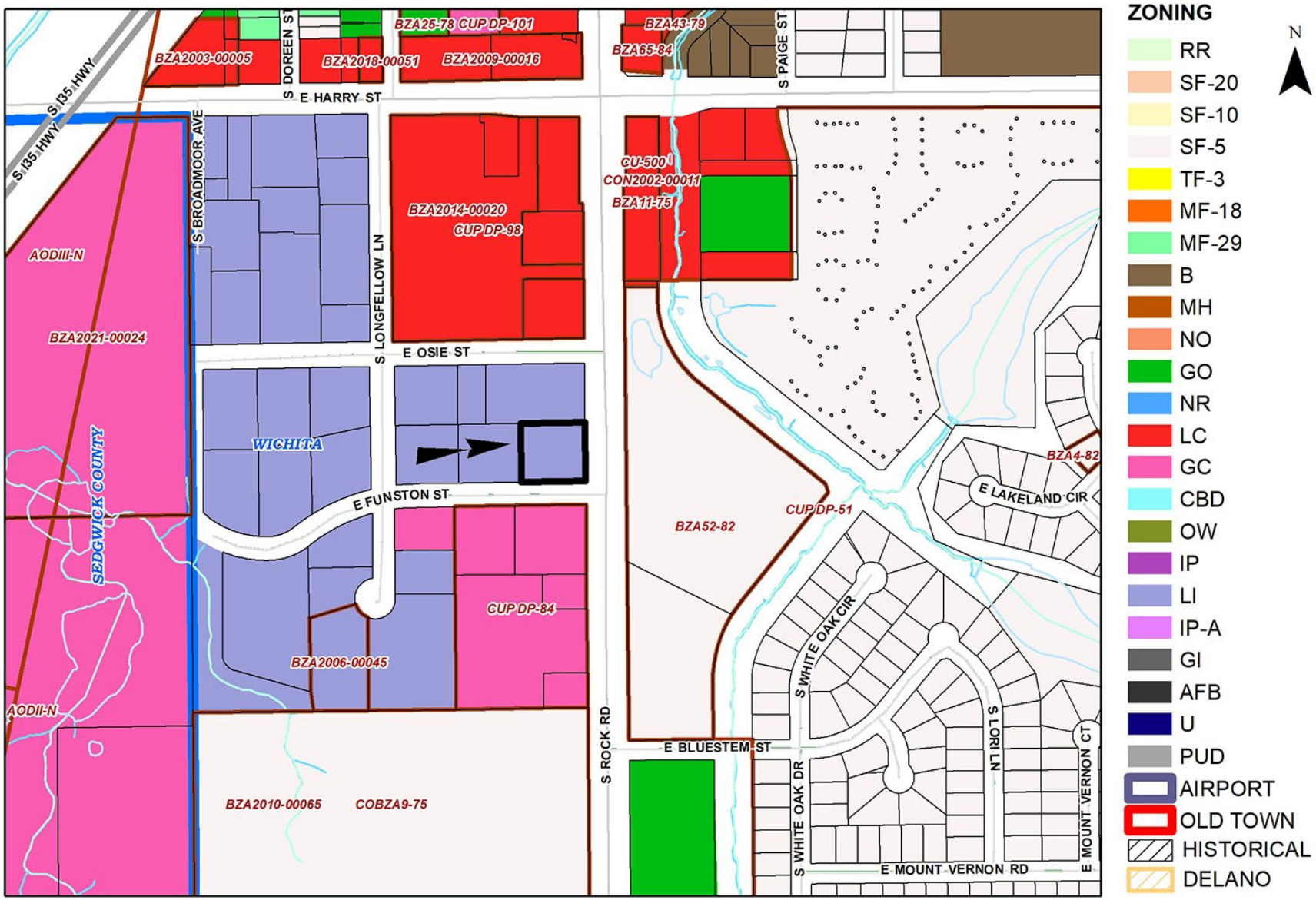
Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested Conditional Use, place the resolution on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the resolution after approval on second reading (requires 4 of 7 votes).

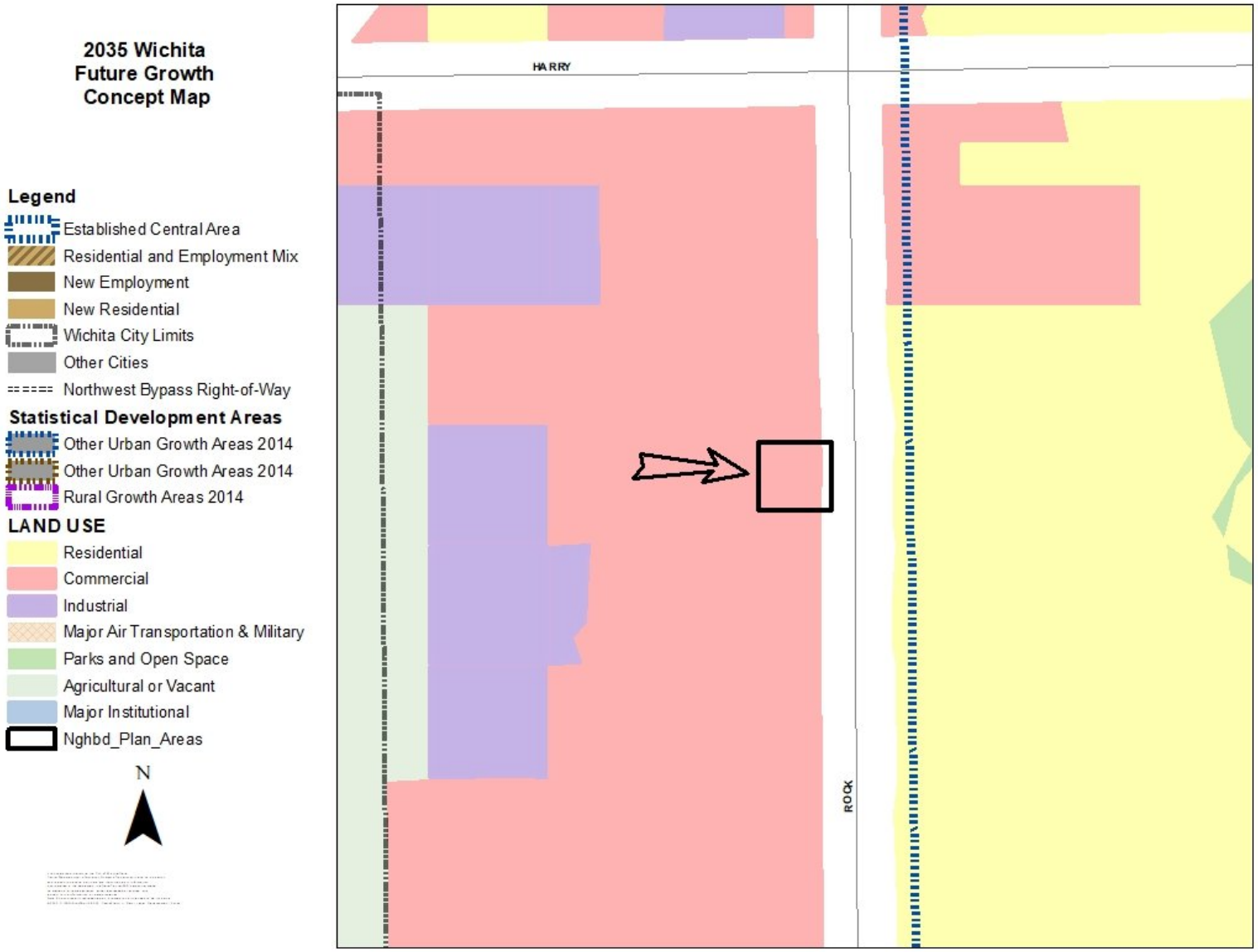
Attachments:

1. Site Plan
2. Aerial Map
3. Zoning Map
4. 2035 Future Growth Concept Map
5. Site Pictures
6. MAPC Minutes
7. DAB II Report
8. Resolution


E FUNSTON STREET
PUBLIC – ASPHALT ROADWAY – 60' R/W
S ROCK ROAD
TAKE 5 CAR WASH
AREA=3,189 S.F.
HEIGHT=30'-11"
OFFICE FFE=346.90
FFE=346.57–346.82

N
E OSIE ST
S LONGFELLOW LN
S ROCK RD
E FUNSTON ST
S LONGFELLOW CIR


ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N
S I35 HWY
S DOREEN ST
S PAIGE ST
E HARRY ST
S BROADMOOR AVE
S LONGFELLOW LN
E OSIE ST
E FUNSTON ST
S ROCK RD
E BLUESTEM ST
S WHITE OAK CIR
S WHITE OAK DR
S LORI LN
E MOUNT VERNON CT
E MOUNT VERNON RD
E LAKELAND CIR
WICHITA
SEDGWICK COUNTY
AODIII-N
AODII-N
BZA2021-00024
BZA2003-00005
BZA2018-00051
BZA25-78 CUP DP-101
BZA2009-00016
BZA43-79
BZA65-84
BZA2014-00020
CUP DP-98
GU-500
CON2002-00011
BZA11-75
BZA52-82
CUP DP-51
BZA4-82
CUP DP-84
BZA2006-00045
BZA2010-00065
COBZA9-75


2035 Wichita
Future Growth
Concept Map
Legend
Established Central Area
Residential and Employment Mix
New Employment
New Residential
Wichita City Limits
Other Cities
Northwest Bypass Right-of-Way
Statistical Development Areas
Other Urban Growth Areas 2014
Other Urban Growth Areas 2014
Rural Growth Areas 2014
LAND USE
Residential
Commercial
Industrial
Major Air Transportation & Military
Parks and Open Space
Agricultural or Vacant
Major Institutional
Nghbd_Plan_Areas
N
HARRY
ROCK

Looking northwest towards site

Looking south away from site

Looking west towards site

Looking east away from site

4.2 CON2023-00033: Conditional Use request in the City to permit a Car Wash; generally located on the northwest corner of East Funston Street and South Rock Road (1717 South Rock Road).

Lot 4, Block 4, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a Conditional Use to permit an automated carwash on property zoned LI Limited Industrial District. The 0.90-acre, platted property is currently developed with a vacant commercial office building that will be demolished for the new development. The applicant proposes to build a 3,189 square foot building with eleven parking spaces (one of which would be handicap accessible) and a dumpster enclosure. The proposed carwash site plan shows that vehicles will enter and exit the carwash at East Funston Street.

Carwashes are permitted uses in LI Limited Industrial District zoning, subject to the following Supplementary Use Regulations in Section III-D.6.f of the Unified Zoning Code. The Regulations state that carwashes require Conditional Use approval when developed within 200 feet of residential zoning. The proposed site is within 200 feet of residential zoning on the east side, across South Rock Road.

(1) **Setbacks from major Streets.** All buildings shall be set back at least 35 feet from all arterials, expressways, or freeways.

(2) **Setbacks from other Streets.** For all streets other than arterial streets, expressways, or freeways, the minimum street setback shall be the less of the following:

a. 20 feet from the street right-of-way line
b. The setback described on the recorded subdivision plat; or
c. The average setback calculated pursuant to Sec. III-E.2.e(5)(b).

(3) **Setbacks from residential.** All structures shall be setback at least 60 feet (excluding any street, alley, or intervening public way) for the lot line of any lot located within a residential zoning district. This setback shall not apply where the abutting property is being used for a nonresidential use permitted by-right in the underlying district or where the governing body has formally adopted a policy of looking with favor on the establishment of LC or higher intensity zoning for the contiguous area.

(4) **Fences.** A fence with a minimum height of six feet shall be provided along the interior side and rear property line, when adjacent to a dwelling unit, to protect the dwelling unit from light and noise and eliminate blowing debris, and to protect adjacent property values. When a fence shall be located in the required front setback, such fence shall not be high than three feet. The fence shall be constructed of masonry, concrete, wood, or other similar materials.

(5) **Paving.** All of the area to be utilized by the washing and drying operations, including all ingress and egress areas, shall be paved with concrete, asphalt, or asphaltic concrete, or similar hard surfacing material

(6) **Lighting.** The lighting shall be in compliance with the lighting requirements of Sec.IV-B.4. No string-type lighting shall be permitted.

(7) **Signs.** Signs are limited to those permitted in the underlying district.

(8) **Noise.** The noise levels shall be in compliance with the noise standards of Sec. IV-C.6.

(9) **Circulation plan.** A plot plan showing points of ingress and egress, width of driveways, off-street Parking and holding spaces and interior traffic circulation shall be submitted to the Traffic Engineer for the City for approval prior to the filing of the application. There shall be no ingress or egress from unpaved public ways.

(10) **Parking.** All parking areas shall have adequate guards to prevent the extension or overhanging of vehicles beyond property lines or parking spaces.

(11) **Street access.** There shall be no ingress of egress from minor or residential streets having 60 feet of right-of-way or less, unless there are two free-moving lanes at all times.

(12) **Drainage.** All drainage, both natural and that created by the operation, shall be handled in a manner satisfactory to the Department of Public Works.

(13) Maintenance. The area shall be properly policed through inspects by the owner or operator for proper maintenance and removal of trash.

The proposed site plan adheres to all required setback and parking requirements set by Art. III.Sec.III.D.6.f. The exit for the car wash tunnel faces south. It also serves as a buffer between the vacuums directly west of the tunnel and the residential development to the east. Their orientation promotes compatibility with the residential development to the west by minimizing the primary generation of noise. The site plan also shows the required landscaping set forth by the Wichita Landscape Ordinance. In general, because the site is being redeveloped, a landscaped street yard with parking lot screening will be required on the east side of the property abutting South Rock Road.

Property to the north is zoned LI Limited Industrial District and is developed with a research facility. Property to the south, across East Funston Street, is zoned GC General Commercial District and is developed with an insurance office. Property to the east, across South Rock Road, is zoned SF-5 Single-Family Residential District and is developed with an apartment complex located within CUP DP-51. Property to the west is zoned LI Limited Industrial and is developed with a veterinary clinic.

CASE HISTORY: On March 27, 1966, the subject site was platted as Lot 4, Block 4 of the Levitt Industrial Park Addition. There are no zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

NORTH:	LI	Research facility
SOUTH:	GC	Insurance office
EAST:	SF-5 with CUP DP-51	Apartment complex
WEST:	LI	Veterinary clinic

PUBLIC SERVICES: The subject site has access to East Funston Street, a two-way local street with no sidewalks. Municipal services, such as water and sewer, already serve the site. Wichita Transit has a stop at East Harry Street and South Longfellow Street, which is located one-quarter mile northwest of the subject site.

CONFORMANCE TO PLANS/POLICIES: The requested car wash development is in conformance with the following plans.

The Community Investments Plan: The adopted 2035 Wichita Future Growth Concept Map of the Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the subject property as appropriate for commercial development. Carwashes are identified as appropriate uses in commercial districts and by Conditional Use approval within 200 feet of residential districts if appropriate site design limits minimize adverse impacts on surrounding properties.

Wichita: Places for People Plan: The requested zoning is in conformance with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people – a place that provides for the movement of people – on foot, on bike and through transit – in balance with automobiles."

- Strategies: The Wichita: Places for People Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested Carwash proposal aligns with the design principles of Places for People by "encouraging infill and redevelopment that is contextual to the environment." The Land Use Compatibility principle states Carwashes as appropriate in LI Limited Industrial districts.

- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines Areas of Opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern, and a lack of walkable places and facilities. These areas are in need of strategic reinvestment, both public and private, to assist in redefining and reinvigorating the area, physically and socially." The addition of a Carwash provides a feature that fits the established context.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be **APPROVED**, subject to the following conditions:

(1) The use shall comply with Supplementary Use Regulations set forth in Section III-D.6.f of the Unified Zoning Code.
(2) Development of the site shall be in conformance with the approved site plan.
(3) The site shall comply with all screening standards of Section IV-B.1-3 of the UZC and the landscaping standards of the Wichita Landscape Ordinance. Since the residential zoning is across South Rock Road, an arterial street, it only is required to have the landscaped street yard.
(4) Light poles shall have cut-off fixtures, which direct light onto the subject property. Light poles must be limited to a maximum height of 15 feet within 200 feet of residential zoning.
(5) A drainage plan, covering both natural and that created by the operation, shall be submitted, and approved by the Department of Public Works.
(6) The owner or operator shall be responsible for the proper maintenance and removal of trash for the site.
(7) Screening of all dumpsters, outside storage, and utilities, such as AC units, will be constructed of material to match and preferably be connected to the buildings they support. No dumpsters, outside storage and utilities, such as AC units, will be visible from street view.
(8) The applicant shall obtain all applicable permits including, but not limited to: building, health, and zoning. This will include turning in plans for review and approval by the MABCD for the Carwash.
(9) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses, and character of the neighborhood: The character of the neighborhood is a mix of commercial and multi-family residential. Property to the north is zoned LI Limited Industrial District and is developed with a research facility. Property to the south, across East Funston Street, is zoned GC General Commercial District and is developed with an insurance office. Property to the east, across South Rock Road, is zoned SF-5 Single-Family Residential District and is developed with an apartment complex located within CUP DP-51. Property to the west is zoned LI Limited Industrial and is developed with a veterinary clinic.

2. The suitability of the subject property for the uses to which it has been restricted: The subject site is currently zoned LI Limited Industrial District which allows for the development of retail, commercial, office, industrial and other complementary land uses. Carwashes are permitted within 200 feet of residential zoning by Conditional Use approval.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request should not detrimentally impact nearby properties. The conditions of approval are designed to minimize possible detrimental impacts.

4. Length of time subject property has remained vacant as zoned: The subject property is not vacant. It is currently developed with a commercial office building that will be demolished for the construction of the car wash.

5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval would bring development to an area that is appropriate for the proposed use. Denial may result in the loss of use and enjoyment for the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The proposed Conditional Use is in conformance with the *Community Investments Plan* and the *Wichita: Places for People Plan* as discussed in this staff report.

7. Impact of the proposed development on community facilities: Community facilities should not be significantly impacted by the proposed carwash. The property is served by municipal water and sewer.

8. Opposition or support from neighborhood residents: At the time the staff report was prepared, staff did not receive any public comment on the requested Conditional Use.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report.

ALDRICH: There's only going to be one entrance and exit off East Funston Street?

RIETH: That's correct.

ANDRE SUTIONA, JM CIVIL ENGINEERING, 1101 CENTRAL EXPRESSWAY SOUTH, SUITE 2145, ALLEN, TEXAS, AGENT: I'm here to answer any questions if there's any.

FOX: Nothing you want to tell us?

SUTIONA: No, Christina basically (inaudible).

CLAY ADAIR, 7810 EAST FUNSTON, WICHITA: I own the lot, 7810 East Funston, directly west of this address. I have two concerns. My two concerns are one, noise. We are a veterinary clinic and have a lot of anxious animals in the building. You know some noise is acceptable; I just worry a little bit about how much noise will be generated. My other concern is just from experience turning onto Rock from Funston is difficult, and with increased traffic, I'm just concerned about traffic onto Rock. That's my two concerns.

SUTIONA: We will not have any traffic on Rock Road because we do not have any driveway coming up from Rock Road. In fact, we remove one driveway. There are two existing on Funston but we only use one of them. As far as noise-wise, most of the noise will be coming from the blower at the exit tunnel, which is further to the south so it will not effect on the east and the west, and we are using a (inaudible) vacuum, which be enclosed with a masonry structure, so that will contain the noise within the site.

BLICK: On your site map there looks like a box that has a line that says 37 on it. Can you tell me what that is? It's right above the entrance to the north.

RIETH: Andre, if you can see my mouse, it's this box here, correct, Mr. Blick?

BLICK: Yes, correct.

SUTIONA: Which one? Sorry, Christina.

RIETH: Do you see where my mouse is moving?

SUTIONA: Yes.

RIETH: Could you explain that to him, please?

SUTIONA: That's a dumpster enclosure, and the box in front of it is the limits of the heavy duty pavement. We usually have a thicker concrete pavement in front of the dumpster just because of the thoughts the heavy trucks going in and out to pick up the trash and to also avoid any break in the concrete.

BLICK: Thank you. I didn't know if it was a structure or not. It kind of threw me off because I seen you had an entrance and an exit and it looked like something was there.

FOX: Do you agree with the staff comments, and specifically the one related to noise?

SUTIONA: Yes, I agree with the staff comments.

ALDRICH: I got a question for staff. Do you think that this might be a good candidate to do some sort of signalization at the intersection there of Funston and South Rock Road?

RIETH: Some kind of what, I'm sorry?

ALDRICH: Traffic lights because there's going to be vehicle traffic that's going to be turning left and right from there onto South Rock Road and there's no controls right there.

SCOTT WADLE, PLANNING DIRECTOR: Just two quick comment. Number one, we can take the minutes and discussion from this meeting and we can share that with the Traffic Engineering so that they can have that and see that as an identified spot for consideration. Before they do any signals, they'll want to look at warrants and the amount of traffic that's going through it and which direction it's going, etc. The other thing that I would just quickly point out is that if we go to the aerial there is an alternative for folks rather than going out on Funston and going onto Rock Road, is if they go instead to the west when they're on Funston and then go to the next street, which is Longfellow, and then head north, they can get onto Harry and from Harry make a right turn to get into a signalized intersection which they can take onto Rock Road to head further north.

FOSTER: It's the way I'd do it.

FOX: I should have asked this question but at any time does the vet clinic have (I'm watching for a nod from our audience here) any of your animals held outside of the clinic or are they all inside?

ADAIR: All inside.

FOSTER: I move to approve per staff comments.

MCKAY seconded the motion.

FOX: Joe Johnson, have you joined us?

J. JOHNSON: Yes.

FOX: Motion passes 11-0. With your name, you'll also be notified when this goes to the next case where traffic will be addressed, specifically.

MOTION: To approve subject to staff recommendation.

FOSTER moved, **MCKAY** seconded the motion, and it carried (11-0).

Interoffice Memorandum

To: City Council

From: Teresa Veazey

Subject: CON2023-00033

Date: September 11, 2023

On Monday, September 11, 2023, Moumita Kundu from the Metropolitan Area Planning Department presented this case for consideration by the District 2 Advisory Board from Rock Road Properties LLC (Owner) and JM Civil Engineering, Andres Sutiono (Agent). The applicant requested a Conditional Use request in the City to permit a carwash, Take Five Express Carwash, generally located on the northwest corner of East Funston Street and South Rock Road (1717 South Rock Road).

The agent, Andrew Barclay from JM Civil Engineering, was in attendance.

MAPD staff received one public comment from a resident who owns a medical facility next door, and he had no opposition to this request.

CM Tuttle received no public comment on this issue.

Q(DAB): This was the old bank?
A: It was the old Emprise Bank on Rock Road.

Q(DAB): Dryers would be on the west side of the building? The building would provide some sound block for the residential property to the east?
A: The dryers are in the center.

C(DAB): I live near one of these, although a smaller one, with numerous residential and commercial properties between them and my home, I hear those blowers inside my house on a Sunday morning and not just out on the deck. I appreciate you trying to buffer these sounds from the residential areas.

C(DAB): I've lived in the complex next to this. I don't care what corner of the property this car wash is on, it's too close to those apartments. I don't believe renters knew they would be across the street from that loud blower.

C: I want to address the sound issue. We've done numerous sound studies on our car washes. The dryer at the end of the tunnel is the loudest, and we're facing it to the south. The parking spaces on the west side are the vacuum cleaners.

Regarding the blowers, in our sound studies, the loudest point is usually 100 feet away from the tunnel, in this case toward the south. The residents to the east won't be hearing the worst of it. The sound studies show if you get 100 feet or more, it mixes with ambient noise, and we have roadways on both the south and east side. You'll hear the road noise more than the dryers.

Regarding the vacuum cleaners, we use a central vacuum producer and not individual vacuum cleaners at each of the spots. Our central equipment is surrounded by an 8-foot masonry block wall to help further reduce the sound. The sound studies done on the vacuum equipment show that just outside the enclosed wall, it's the equivalent to a load dishwasher in the home.

The two big issues we get are the sound from the equipment. The vacuum cleaners are shut down at 7 pm when we close, the tunnels close, the dryers aren't in operation. It's not like a gas station car wash with a 24-hour operation where people can go anytime at night.

Q(DAB): Where on the site plan is the central vacuum with the masonry block wall?
A: At the north end of the tunnel, there is a square rectangle just to the northwest of the corner. When we shut down in the evening, it's turned off so it's not continuously running through the night.

Q(DAB): What are the operational hours?
A: Typical hours are 8 am to 7pm. Those are our standard operating hours.

C(DAB): I do want to go on record that I have nothing against this car wash, but I have a noise issue in my neighborhood. Unless we abate these noises a little better, then nothing is going to get done.

C(DAB): But we need more car washes.

C(DAB): I respect the noise complaint but that's also right in the approach runway of McConnell Air Force Base, and it's on a very busy South Rock Road. I don't think you're going to hear that vacuum over a C-135 or the young airmen racing up and down Rock Road.

Action Taken: Motion made by Chris Broadrick and seconded by Sam Lindeman to **APPROVE** the application with conditions. Motion to **APPROVE PASSED 4-2-0**.

Respectfully submitted,
Teresa Veazey, Community Services Representative, District 2

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 6, 2023

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

RESOLUTION NO. 23-404

WHEREAS, Rock Road Properties LLC, Owner, pursuant to Section V-D of the Wichita-Sedgwick County Unified Zoning Code (herein referred to as Unified Zoning Code), requests a Conditional Use to permit a Car Wash on property zoned LI Limited Industrial District, located on the northwest corner of East Funston Street and South Rock Road, legally described as:

Lot 4, Block 4, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

WHEREAS, proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

WHEREAS, the MAPC did, at the meeting of August 24, 2023, consider said application; and

WHEREAS, the Wichita City Council has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Wichita City Council that this application be approved to allow a Conditional Use to permit a Car Wash on property zoned LI Limited Industrial District, located on the northwest corner of East Funston Street and South Rock Road, legally described as:

Lot 4, Block 4, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

Approved subject to the following conditions:

1. The use shall comply with Supplementary Use Regulations set forth in Section III-D.6.f of the Unified Zoning Code.
2. Development of the site shall be in conformance with the approved site plan.
3. The site shall comply with all screening standards of Section IV-B.1-3 of the UZC and the landscaping standards of the Wichita Landscape Ordinance. Since the residential zoning is across South Rock Road, an arterial street, it only is required to have the landscaped street yard.
4. Light poles shall have cut-off fixtures, which direct light onto the subject property. Light poles must be limited to a maximum height of 15 feet within 200 feet of residential zoning.
5. A drainage plan, covering both natural and that created by the operation, shall be submitted, and approved by the Department of Public Works.
6. The owner or operator shall be responsible for the proper maintenance and removal of trash for the site.
7. Screening of all dumpsters, outside storage, and utilities, such as AC units, will be constructed of material to match and preferably be connected to the buildings they support. No dumpsters, outside storage and utilities, such as AC units, will be visible from street view.
8. The applicant shall obtain all applicable permits including, but not limited to: building, health, and zoning. This will include turning in plans for review and approval by the MABCD for the Carwash.
9. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This Resolution shall take effect and be in force from and after its adoption by the Wichita City Council.

Adopted on 3rd day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: CON2023-00037– Conditional Use Request in the City to Major Utility on Property Zoned TF-3 Two-Family Residential District; Generally Located on the East Side of South 167th Street West and Within One-Quarter Mile North of West US-54/400. (District IV)

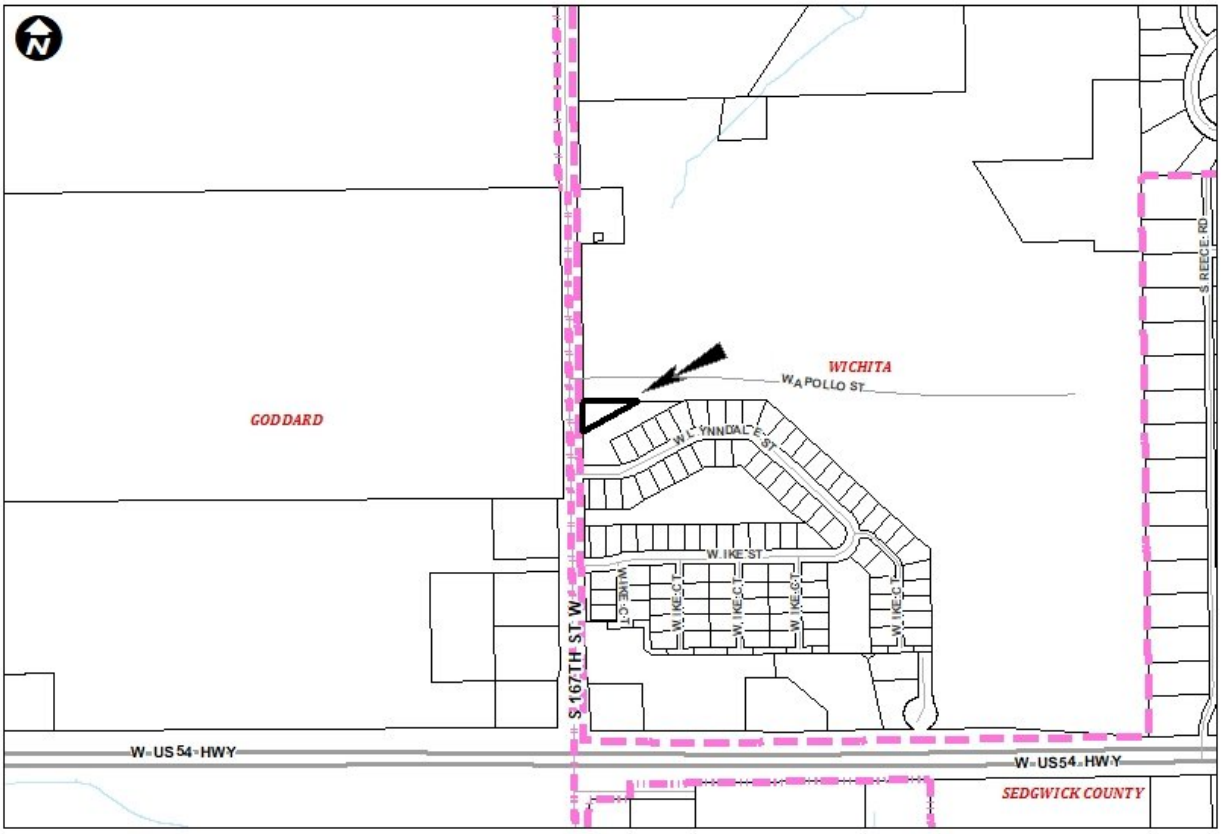
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve with conditions (10-0).

MAPD Staff Recommendations: Approve with conditions.

DAB IV Recommendations: Approve with conditions (7-0).



Background: The contract purchaser is requesting a Conditional Use to allow the construction of a gas regulator facility on property zoned TF-3 Two-Family Residential District. The subject site is 0.395 acres in size and is generally located on the east side of South 167th Street West and within one-quarter mile north of West US-54/400. This request is being heard concurrently with a request to vacate (VAC2023-00027) a portion of platted access control along South 167th Street West to permit a 20-foot utility access drive. The request to vacate the access control is contingent upon approval of the Conditional Use request.

A gas regulator facility is classified by the Unified Zoning Code (UZC) as a Utility, Major land use. A Utility, Major requires a Conditional Use in all zoning districts. A Utility, Major means generating plants, electrical switching facilities and primary substations, water and wastewater treatment plants; water tanks, renewable energy systems, and radio, television, and microwave transmission towers, and similar facilities that provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service.

The proposed gas regulator would be located on a triangular piece of land within Reserve A of the Abilene Place Addition. The southern portion of this the subject site is bounded by a 100-foot Phillips 66 pipeline easement that encompasses the reminder of Reserve A. The applicant intends to confine the gas regulator site within an easement to satisfy the requirements of the plattor's text for Reserve A, which states "Reserve A is hereby reserved for open space, landscaping, drainage purposes, berms, walking paths, sidewalks, entry monuments, signage, parking, swimming pools and related appurtenances, waterlines and related appurtenances as confined to easements, pipelines and related appurtenances as confined to easements, and utilities as confined to easements."

Properties to the east and south are zoned TF-3 Two-Family Residential District and are platted for residential lots. Property to the north is zoned SF-5 Single-Family Residential District and developed with a school campus. Property to the west is zoned R-1 Single-Family Residential District (City of Goddard) and is undeveloped.

Section IV-B of the UZC requires solid screening on all properties for all uses except single-family or duplex when such uses are established on property, within, abutting, or across the street or alley from residential zoning districts. Though the proposed use is on land zoned TF-3 Two-Family Residential District, it is a use that requires solid screening because the property abuts land zoned SF-5 Single-Family Residential District to the north and TF-3 Two-Family Residential District to the east and south. The site plan provided indicates that the property will be enclosed by a fence, but the proposed fence is not solid screening.

The Wichita Landscape Ordinance requires a landscaped street yard and a landscape buffer for non-residential developments when they are adjacent to residential zoning district. Utilities are not exempt from the Landscape Ordinance. Based on the requirements of the ordinance, the seven proposed trees along the west side of the proposed fence satisfies the landscaped street yard requirement. However, in addition to the landscaped street yard, landscape buffers are required along the side property lines as well. This requires one shade tree (or two ornamental trees) per 40 linear feet of property line. This requires a minimum of six shade trees (or equivalent ornamental trees) along the north boundary and a minimum of seven shade trees (or equivalent ornamental trees) along the diagonal southeasterly property line. A landscape plan will be required to be reviewed during the process to receive a building permit.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request subject to the following conditions (10-0). No members of the public spoke in at this public hearing.

MAPC Recommended Conditions of Approval:

1) Development of the site shall be in conformance with the approved site plan;
2) The proposed fence shall be conformance to the solid screening requirements of Section IV-B of the UZC;
3) Landscaping shall be provided in conformance with the Wichita Landscape Ordinance;
4) The site shall be developed and operated in compliance with all federal, state, and local rules and

regulations; and

5) 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 UZC, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

On September 11, 2023, District Advisory Board (DAB) IV recommended approval of the application subject to MAPC recommended conditions (7-0). No members of the public spoke in opposition at this public hearing.

No protest petitions were filed against this application. Therefore, the request can be approved by a simple majority (or four of seven votes).

Pursuant to the UZC, many Conditional Use applications have historically been determined at the MAPC level and did not require approval by the Governing Body (i.e., Board of County Commissioners or City Council). Pursuant to UZC Sec. V.D.6, Conditional Use applications were only to be brought before the respective Governing Body when elements listed in UZC Sec. V.D.6 (i.e., applicant appeals, valid protests were received, etc.) were present. A recent Kansas Appellate Court case, American Warrior, Inc. v. Board of County Commissioners of Finney County, Kansas, 2023WL1876581, has raised a legal question concerning the propriety of Conditional Use applications being determined by the MAPC.

To ensure that Conditional Use applications would not be ruled invalid due to the recent American Warrior, Inc. v. Board of County Commissioners of Finney County, Kansas, the Planning Department is sending Conditional Use cases to the respective Governing Body for action. To do this, the Planning Director is submitting an appeal for all Conditional Use applications, per UZC Sec. V.A.5.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

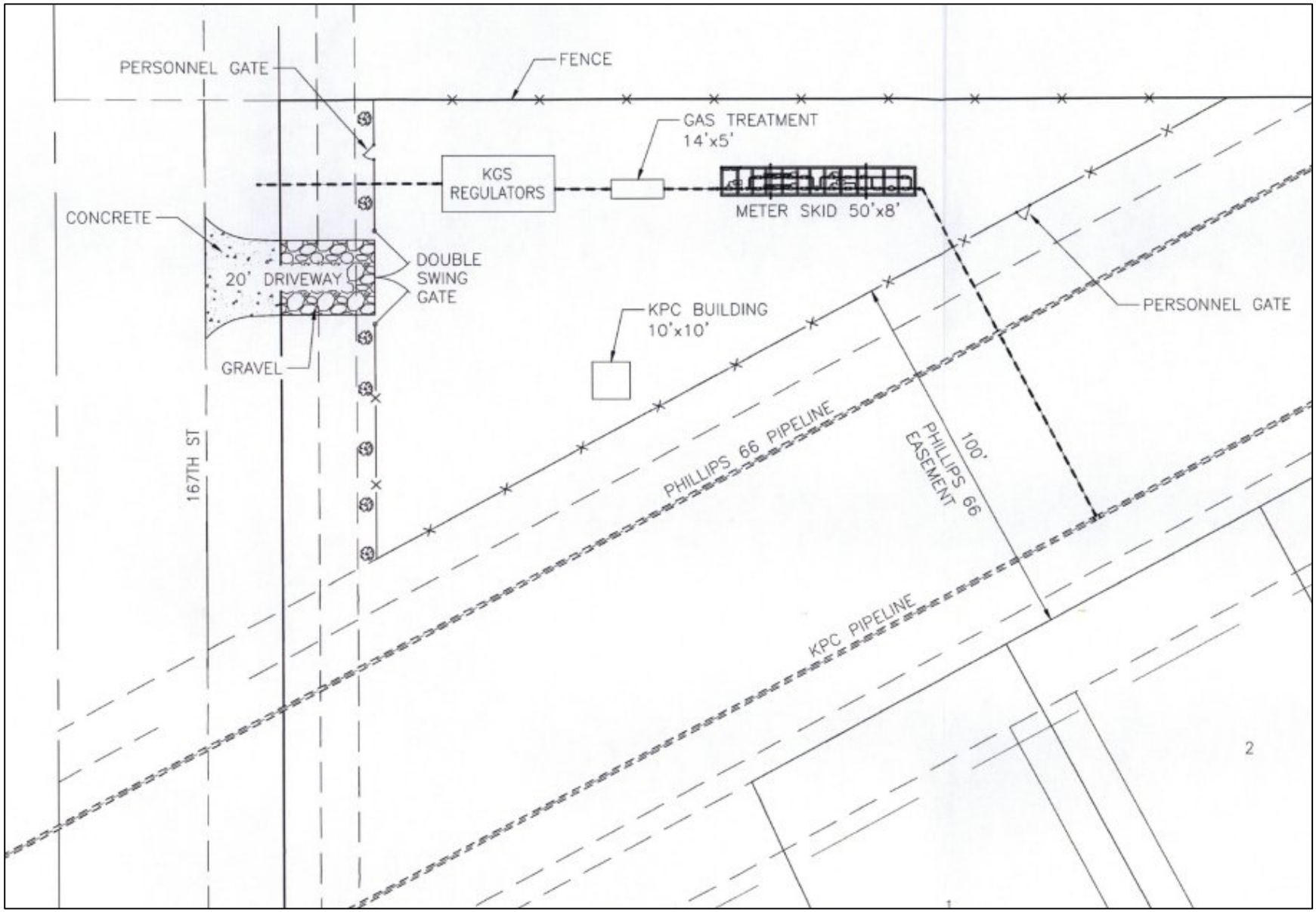
Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested Conditional Use, authorize the necessary signatures, and instruct the City Clerk to publish the resolution after approval (requires 4 of 7 votes).

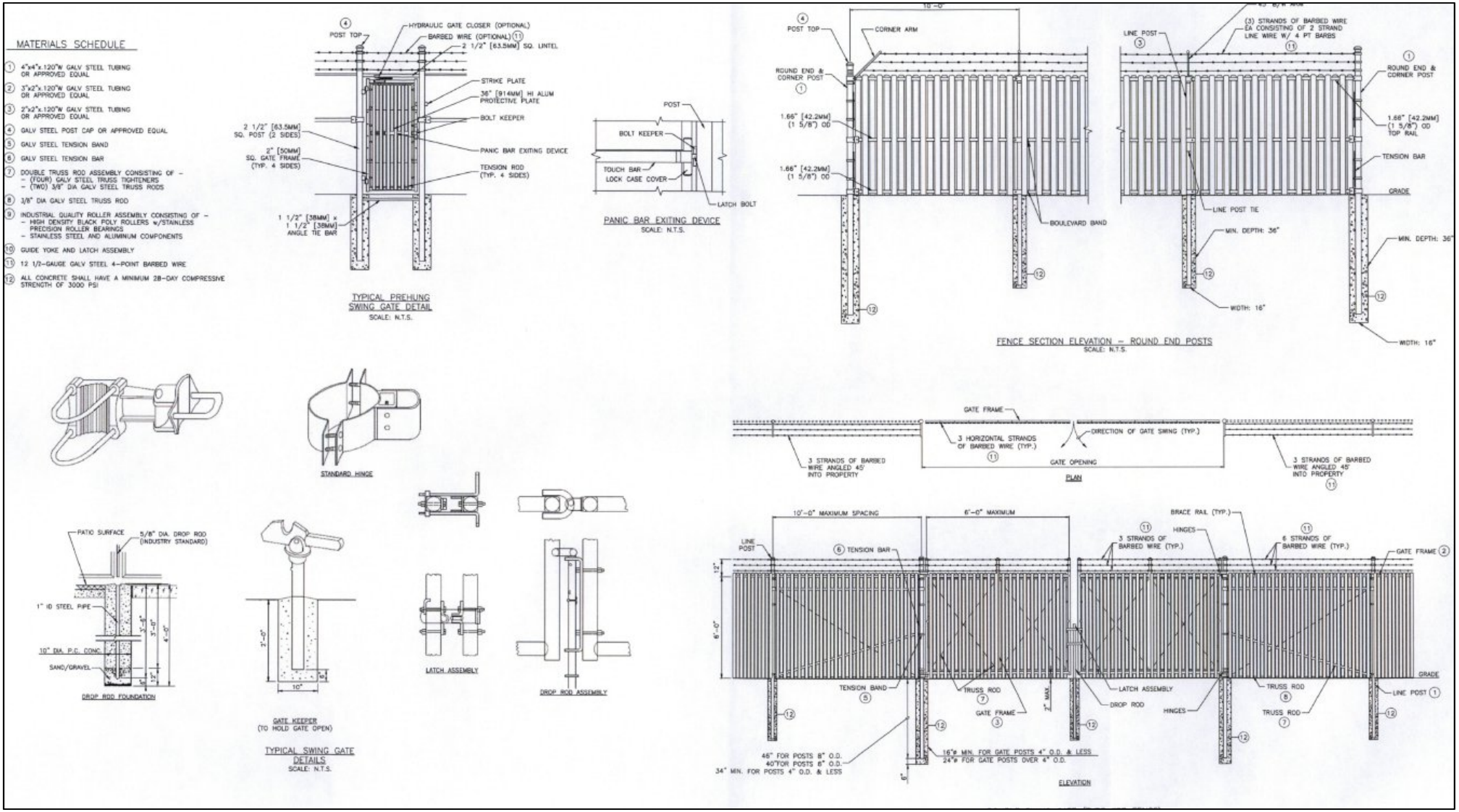
Attachments:

1. Site Plan
2. Fence Exhibit
3. Aerial Map
4. Zoning Map
5. Land Use Map
6. Site Pictures
7. MAPC Minutes
8. DAB VI Report
9. Resolution

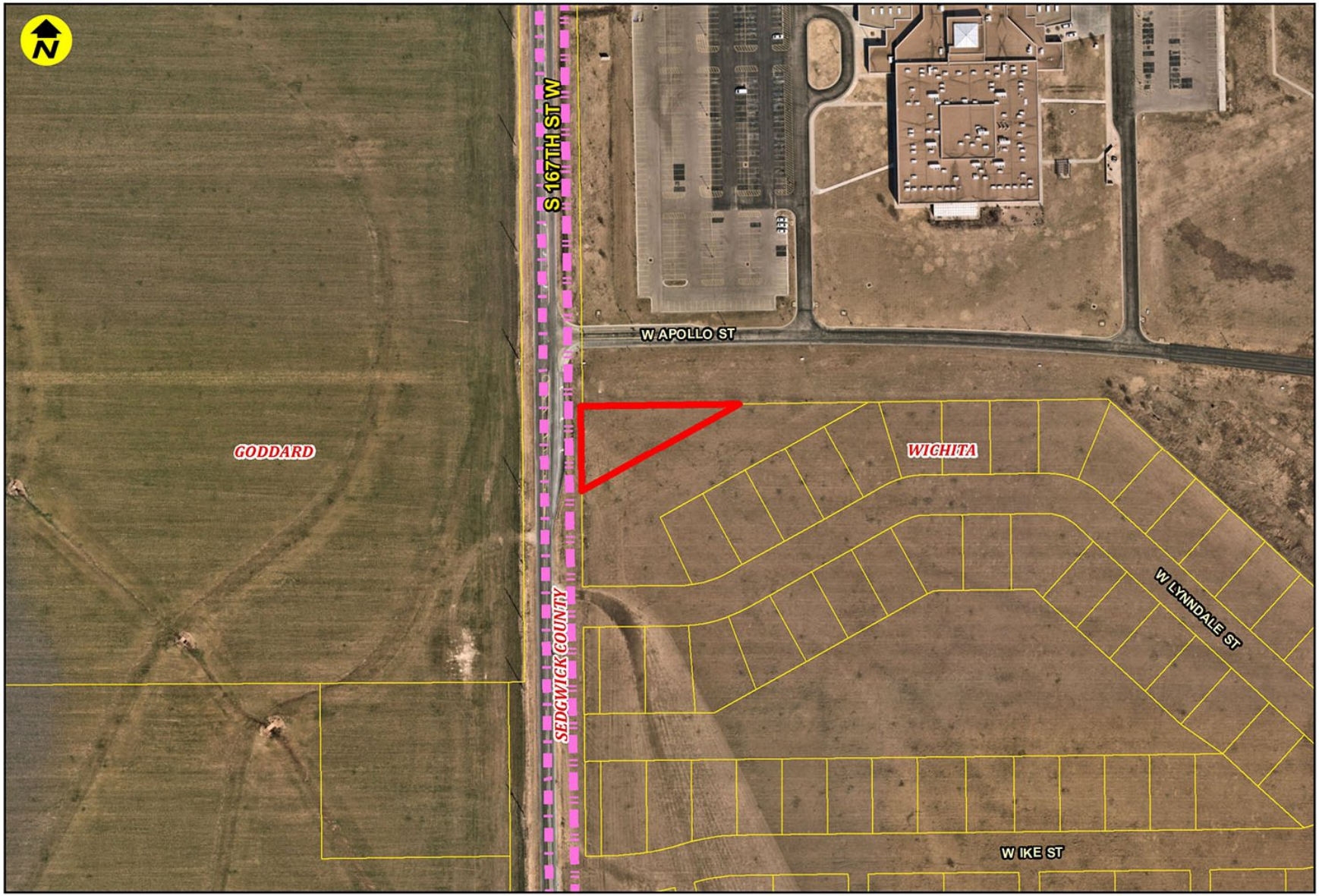
Site Plan


PERSONNEL GATE
FENCE
GAS TREATMENT
14'x5'
KGS
REGULATORS
METER SKID 50'x8'
CONCRETE
20' DRIVEWAY
DOUBLE
SWING
GATE
KPC BUILDING
10'x10'
PERSONNEL GATE
GRAVEL
167TH ST
PHILLIPS 66 PIPELINE
100'
PHILLIPS 66
EASEMENT
KPC PIPELINE
2

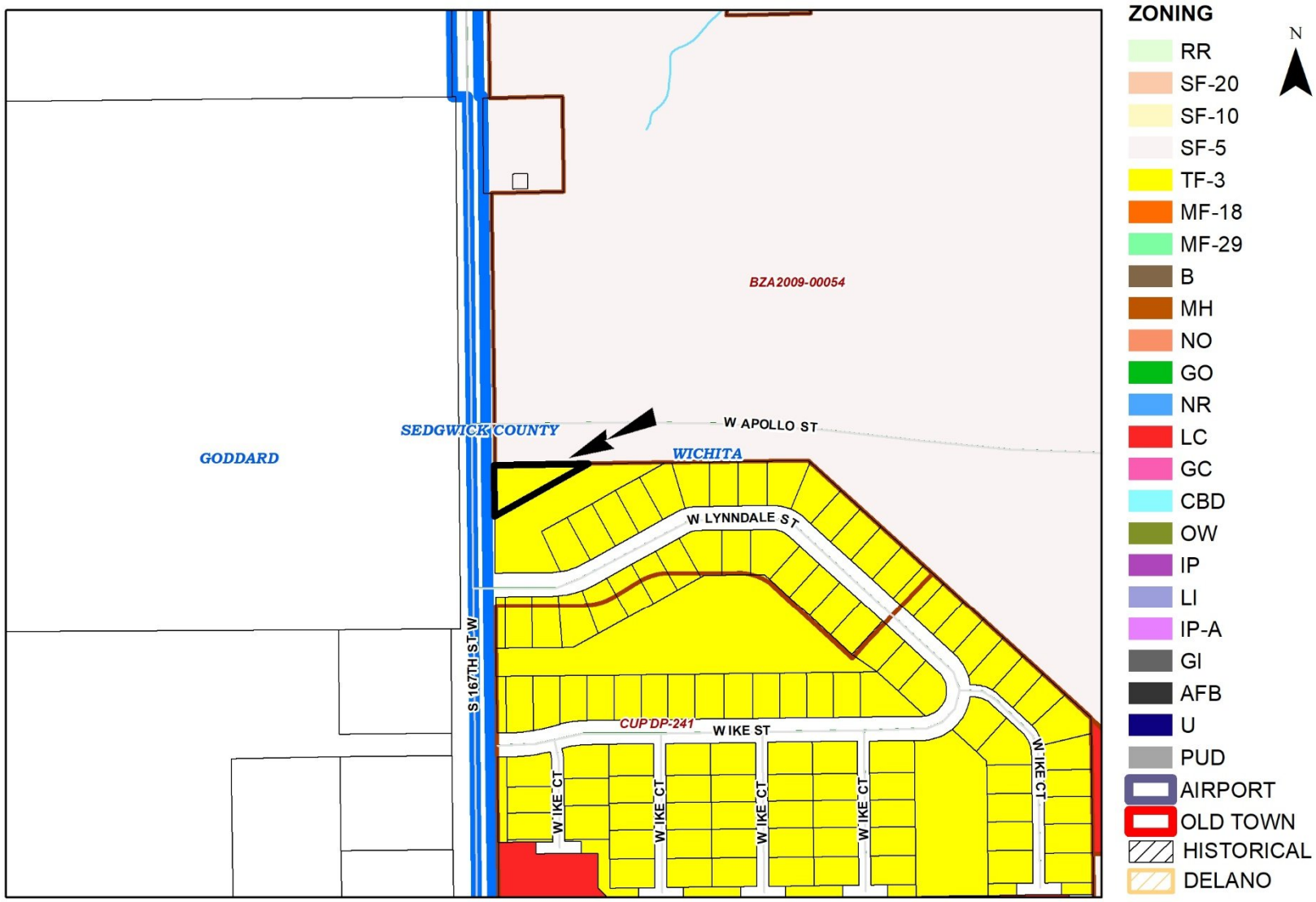
Fence Exhibit



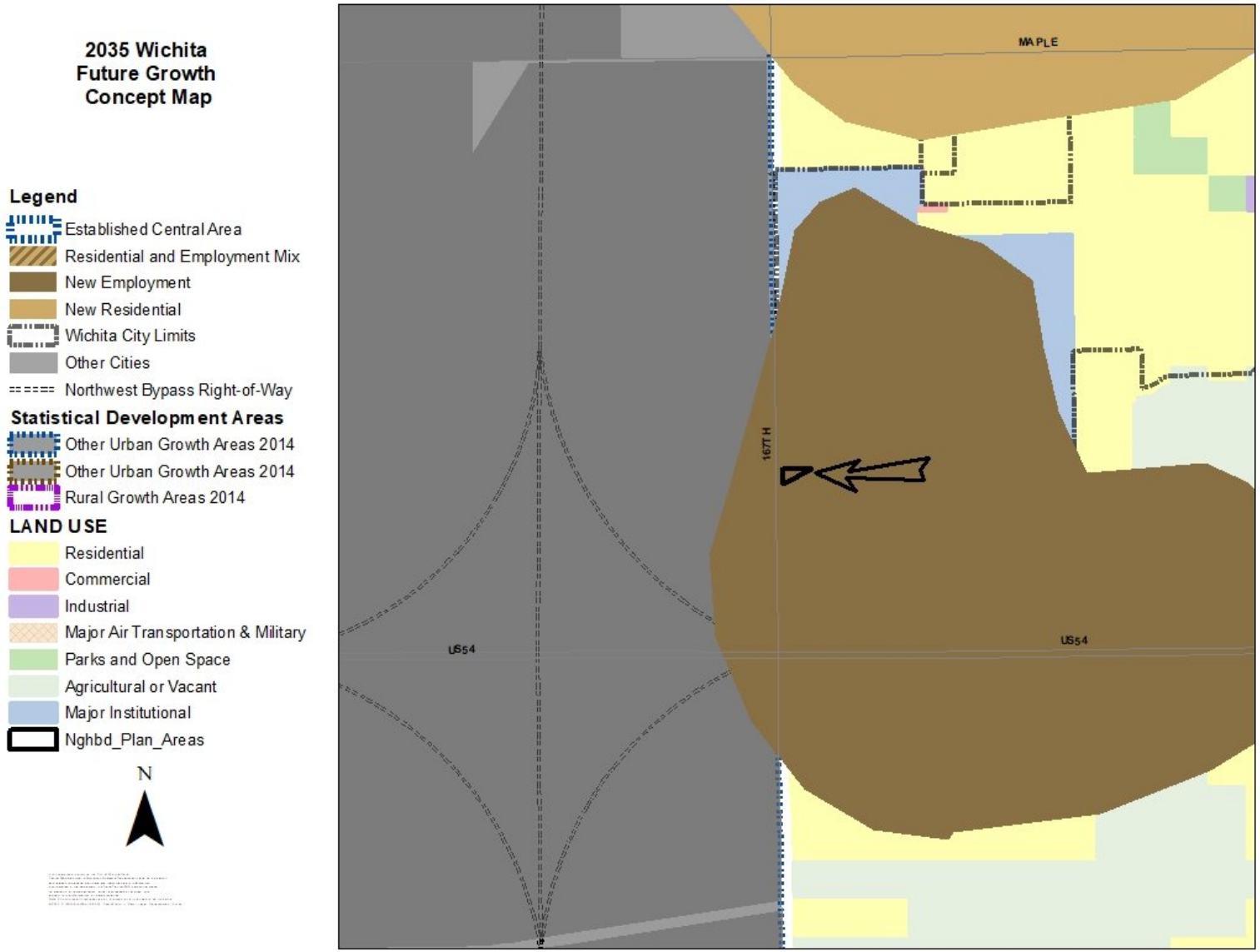
Aerial Map


N
S 167TH ST W
W APOLLO ST
GODDARD
WICHITA
W LYNNDALE ST
SEDGWICK COUNTY
W IKE ST

Zoning Map


ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N
BZA2009-00054
SEDGWICK COUNTY
GODDARD
WICHITA
W APOLLO ST
W LYNNDALE ST
S 167TH ST W
CUP DP-241
W IKE ST
W IKE CT
W IKE CT
W IKE CT
W IKE CT
W IKE CT

Land Use Map


2035 Wichita
Future Growth
Concept Map
Legend
Established Central Area
Residential and Employment Mix
New Employment
New Residential
Wichita City Limits
Other Cities
Northwest Bypass Right-of-Way
Statistical Development Areas
Other Urban Growth Areas 2014
Other Urban Growth Areas 2014
Rural Growth Areas 2014
LAND USE
Residential
Commercial
Industrial
Major Air Transportation & Military
Parks and Open Space
Agricultural or Vacant
Major Institutional
Nghbd_Plan_Areas
N
MAPLE
167TH
US54
US54

Looking east at site

Looking south away from site

Looking north away from site

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

EXCERPT MINUTES

August 24, 2023

4.3 CON2023-00037: Conditional Use request in the City for Utility, Major on property zoned TF-3 Two-Family Residential District; generally located on the east side of 167th Street, within 1500 feet north of U.S. Highway 54.

> That part of Reserve "A", Abilene Place Addition, Wichita, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on May 24, 2023, more particularly described as follows: Beginning at the northwest corner of Reserve "A", in said Abilene Place; THENCE N89°19'04"E, coincident with the north boundary line of said Abilene Place, a distance of 252.45 feet, to the northwesterly line of a 100 foot Phillips 66 Pipeline right-of-way as described in DOC.#FLM/PG: 30051766 as filed with the Sedgwick County register of deeds; THENCE S60°57'04"W, coincident with the northerly line of said 100 foot right-of-way, a distance of 286.76 feet, to the west boundary line of said Abilene Place, said boundary line also being the east right-of-way line of 167th Street West; THENCE N00°44'02"W, coincident with said west boundary line, a distance of 136.25 feet, to the point of beginning. Subject to road rights-of-way of record. Subject property contains 17,197.72 sq. ft. or 0.395 acres.

BACKGROUND: The contract purchaser is requesting a Conditional Use to allow the construction of a gas regulator facility on property zoned TF-3 Two-Family Residential District. The subject site is 0.395 acres in size and is generally located on the east side of South 167th Street West and within one-quarter mile north of West US-54/400. This request is being heard concurrently with a request to vacate (VAC2023-00027) a portion of platted access control along South 167th Street West to permit a 20-foot utility access drive. The request to vacate the access control is contingent upon approval of the Conditional Use request.

A gas regulator facility is classified by the Unified Zoning Code (UZC) as a Utility, Major land use. A Utility, Major requires a Conditional Use in all zoning districts. A Utility, Major means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; renewable energy systems, and radio, television, and microwave transmission towers; and similar facilities that provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service.

The proposed gas regulator would be located on a triangular piece of land within Reserve A of the Abilene Place Addition. The southern portion of this the subject site is bounded by a 100-foot Phillips 66 pipeline easement that encompasses the reminder of Reserve A. The applicant intends to confine the gas regulator site within an easement to satisfy the requirements of the plattor's text for Reserve A, which states "Reserve A is hereby reserved for open space, landscaping, drainage purposes, berms, walking paths, sidewalks, entry monuments, signage, parking, swimming pools and related appurtenances, waterlines and related appurtenances as confined to easements, pipelines and related appurtenances as confined to easements, and utilities as confined to easements."

Properties to the east and south are zoned TF-3 Two-Family Residential District and are platted for residential lots. Property to the north is zoned SF-5 Single-Family Residential District and developed with a school campus. Property to the west is zoned R-1 Single-Family Residential District (City of Goddard) and is undeveloped.

Section IV-B of the UZC requires solid screening on all properties for all uses except single-family or duplex when such uses are established on property, within, abutting, or across the street or alley from residential zoning districts. Though the proposed use is on land zoned TF-3, it is a use that requires solid

screening because the property abuts land zoned SF-5 to the north and TF-3 to the east and south. The site plan provided indicates that the property will be enclosed by a fence, but the proposed fence is not solid screening.

The Wichita Landscape Ordinance requires a landscaped street yard and a landscape buffer for non-residential developments when they are adjacent to residential zoning district. Utilities are not exempt from the Landscape Ordinance. Based on the requirements of the ordinance, the seven proposed trees along the west side of the proposed fence satisfies the landscaped street yard requirement. However, in addition to the landscaped street yard, landscape buffers are required along the side property lines as well. This requires one shade tree (or two ornamental trees) per 40 linear feet of property line. This requires a minimum of six shade trees (or equivalent ornamental trees) along the north boundary and a minimum of seven shade trees (or equivalent ornamental trees) along the diagonal southeasterly property line. A landscape plan will be required to be reviewed during the process to receive a building permit.

CASE HISTORY: In 2020, the property was rezoned (ZON2020-00041) from LC Limited Commercial District and SF-5 Single-Family Residential District to TF-3 Two-Family Residential District. In 2021, the property was platted as Reserve A in the Abilene Place Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	School
SOUTH:	TF-3	Pipeline, Residential Lots
EAST:	TF-3	Pipeline, Residential Lots
WEST:	R-1 (Goddard)	Agricultural land

PUBLIC SERVICES: If approved, VAC2023-00027 would permit access onto South 167th Street West, which is a paved, two-lane arterial with open ditches. At this location, there is a right-turn lane for a private drive onto the school property to the north. The access point to the proposed utility would be from this right-turn lane. Wichita water and sanitary sewer services serve the area. Wichita Transit does not provide regular bus service in this area.

CONFORMANCE TO PLANS/POLICIES: The requested Conditional Use change is in conformance with the *Community Investments Plan*. The *Community Investments Plan* (the Wichita-Sedgwick County Comprehensive Plan). The subject site is located in the Wichita urban growth area and is identified as an area of New Employment. The gas regulator will support new growth in the area.

RECOMMENDATION: Based upon information available prior to the public hearing, planning staff recommends that the requested Conditional Use to permit Utility, Major be **APPROVED** with the following condition:

1) Development of the site shall be in conformance with the approved site plan.
2) The proposed fence shall be conformance to the solid screening requirements of Section IV-B of the Unified Zoning Code.
3) Landscaping shall be provided in conformance with the Wichita Landscape Ordinance.
4) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties to the east and south are zoned TF-3 Two-Family Residential District and are platted for residential lots. Property to the north is zoned SF-5 Single-Family Residential District and developed with a school campus. Property to the west is zoned R-1 Single-Family Residential District (City of Goddard) and is undeveloped.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned TF-3 Two-Family Residential District and is platted as a portion of Reserve A in the Abilene Place Addition. The site is not suitable for residential development even though it meets minimum development standards because it would need direct access from an arterial street.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Removal of the restrictions is not anticipated to have any significant detrimental impacts on surrounding properties as the utility is separated from the residential lots to the south by a preexisting 100-foot pipeline easement.

4. Length of time subject property has remained vacant as zoned: The subject site has never been developed.

5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the application will provide for expansion of utilities in the area, which benefits the community. Denial of the request could represent a loss in the use of this portion of the applicant's property and may represent economic loss to the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The proposed application is in conformance to the *Community Investments Plan* as discussed in the report.

7. Impact of the proposed development on community facilities: The proposed use is not anticipated to have any negative impacts on community facilities.

8. Opposition or support of neighborhood residents: At the time the staff report was prepared, staff has not received any public comment on the requested Conditional Use.

MOTION: To approve subject to staff recommendation.

GREENE moved, **BLICK** seconded the motion, and it carried (10-0).

Interoffice Memorandum

To: Metropolitan Area Planning Commission (MAPC)

From: Brooke Kauchak, District 4 Community Services Representative

Subject: 2023-09-11 DAB 4 Feedback on CON2023-00037

Date: September 18, 2023

On Monday, September 11, 2023, the District 4 Advisory Board heard a Conditional Use request on behalf of Kick N Development Corp (**Applicant**) and KPC Pipeline, LLC (Contract/Purchaser) / Baughman Company, P.A. (**Agent**) to allow the construction of a gas regulator facility on property zoned TF-3 Two-Family Residential District. The subject site is 0.395 acres in size and is generally located on the east side of South 167th Street West and within one-quarter mile north of West US-54/400. This request is being heard concurrently with a request to vacate (VAC2023-00027) a portion of platted access control along South 167th Street West to permit a 20-foot utility access drive. The request to vacate the access control is contingent upon approval of the Conditional Use request.

The Metropolitan Area Planning Commission Hearing voted to approve this case on 8/24/2023.

CON2023-00037 Staff Report: https://www.wichita.gov/Council/DABAgendasMinutes/2023-09-11%20District%20Advisory%20Board%204%20Item%207%20CON2023-00037%20.pdf

Recommended Action: Based upon information, planning staff recommended that the requested Conditional Use to permit Utility, Major be APPROVED with the following conditions:

1. Development of the site shall be in conformance with the approved site plan.
2. The proposed fence shall be conformance to the solid screening requirements of Section IV-B of the Unified Zoning Code.
3. Landscaping shall be provided in conformance with the Wichita Landscape Ordinance.
4. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
5. 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.

Action Taken: Based upon information available, DAB 4 recommends that the request be **APPROVED** with conditions.

- Monday, September 11, 2023 | 6:30 p.m. | Alford Branch Library | Zoom & Facebook
- 7 DAB members were present (0 attended via Zoom)
- 4 members of the public were present (1 attended via Zoom)
- There were 15 views, 1 engagement, and 30 people reached on the District 4 Facebook page
- Video of the meeting: https://fb.watch/n8eCg00mtZ/

Feedback and information from the meeting is captured below:

DAB Member Garcia-Villatoro (Q): Are there a bunch of houses over here?

Staff (A): Doesn't know for sure.

DAB Member Whitmer (C): Has one near where he lives, and it is pretty standard.

Staff (A): There is a street that goes between the school and the property.

DAB Member Kelly (Q): What will the screen wall be made of?

Staff (A): There will be solid screening.

Public (C): Agent, Chris, was in attendance and clarified the fence material will be a solid cedar board fence vs. a regular chain link. The current developer made an agreement with the pipeline company for a cedar board.

DAB Member Johnson (Q): Are they are putting this in for housing?

Public (A): Duplex area - they are getting close to building houses on there and just laid a street in.

A Motion to **approve** was made by DAB Member **Whitmer**, seconded by DAB Member **Jenek**. Motion approved 7:0:0. Conditional Use to allow a Utility, Major approved.

Action Taken: Based upon information available prior to the public hearings, DAB 4 recommends that the request be **APPROVED** with conditions.

Respectfully submitted,
Brooke Kauchak, District 4 Community Services Representative

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 6, 2023

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

RESOLUTION NO. 23-405

WHEREAS, Kick "N" Development Corp. (Owner), pursuant to Section V-D of the Wichita-Sedgwick County Unified Zoning Code (herein referred to as Unified Zoning Code), requests a Conditional Use to permit a Utility, Major on property zoned TF-3 Two-Family Residential District located on the east side of South 167th Street West and within one-quarter mile north of West US-54/400, legally described as:

> That part of Reserve "A", Abilene Place Addition, Wichita, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on May 24, 2023, more particularly described as follows: Beginning at the northwest corner of Reserve "A", in said Abilene Place; THENCE N89°19'04"E, coincident with the north boundary line of said Abilene Place, a distance of 252.45 feet, to the northwesterly line of a 100 foot Phillips 66 Pipeline right-of-way as described in DOC.#FLM/PG: 30051766 as filed with the Sedgwick County Register of Deeds; THENCE S60°57'04"W, coincident with the northerly line of said 100 foot right-of-way, a distance of 286.76 feet, to the west boundary line of said Abilene Place, said boundary line also being the east right-of-way line of 167th Street West; THENCE N00°44'02"W, coincident with said west boundary line, a distance of 136.25 feet, to the point of beginning. Subject to road rights-of-way of record. Subject property contains 17,197.72 sq. ft. or 0.395 acres.

WHEREAS, proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

WHEREAS, the MAPC did, at the meeting of August 24, 2023, consider said application; and

WHEREAS, the Wichita City Council has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Wichita City Council that this application be approved to allow a Conditional Use to permit a Utility, Major on property zoned TF-3 Two-Family Residential District located on the east side of South 167th Street West and within one-quarter mile north of West US-54/400, legally described as:

> That part of Reserve "A", Abilene Place Addition, Wichita, Sedgwick County, Kansas, as prepared by Baughman Company, P.A., CLS 58, surveyors in aforementioned county and state on May 24, 2023, more particularly described as follows: Beginning at the northwest corner of Reserve "A", in said Abilene Place; THENCE N89°19'04"E, coincident with the north boundary line of said Abilene Place, a distance of 252.45 feet, to the northwesterly line of a 100 foot Phillips 66 Pipeline right-of-way as described in DOC.#FLM/PG: 30051766 as filed with the Sedgwick County Register of Deeds; THENCE S60°57'04"W, coincident with the northerly line of said 100 foot right-of-way, a distance of 286.76 feet, to the west boundary line of said Abilene Place, said boundary line also being the east right-of-way line of 167th Street West; THENCE N00°44'02"W, coincident with said west boundary line, a distance of 136.25 feet, to the point of beginning. Subject to road rights-of-way of record. Subject property contains 17,197.72 sq. ft. or 0.395 acres.

Subject to the following conditions:

1) Development of the site shall be in conformance with the approved site plan.
2) The proposed fence shall be in conformance to the solid screening requirements of Section IV-B of the Unified Zoning Code.
3) Landscaping shall be provided in conformance with the Wichita Landscape Ordinance.
4) The site shall be developed and operated in compliance with all federal, state, and local rules and regulations.
5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This Resolution shall take effect and be in force from and after its adoption by the Wichita City Council.

Adopted on this 3rd day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: PUD2023-00008 – PUD Amendment in the City to PUD #95 to Amend the Existing PUD Boundary to Include the Approved Platted Boundary of the Courtyards at the Moorings Second Addition; Generally Located on the West Side of Meridian Avenue, North of 42nd Street. (District VI)

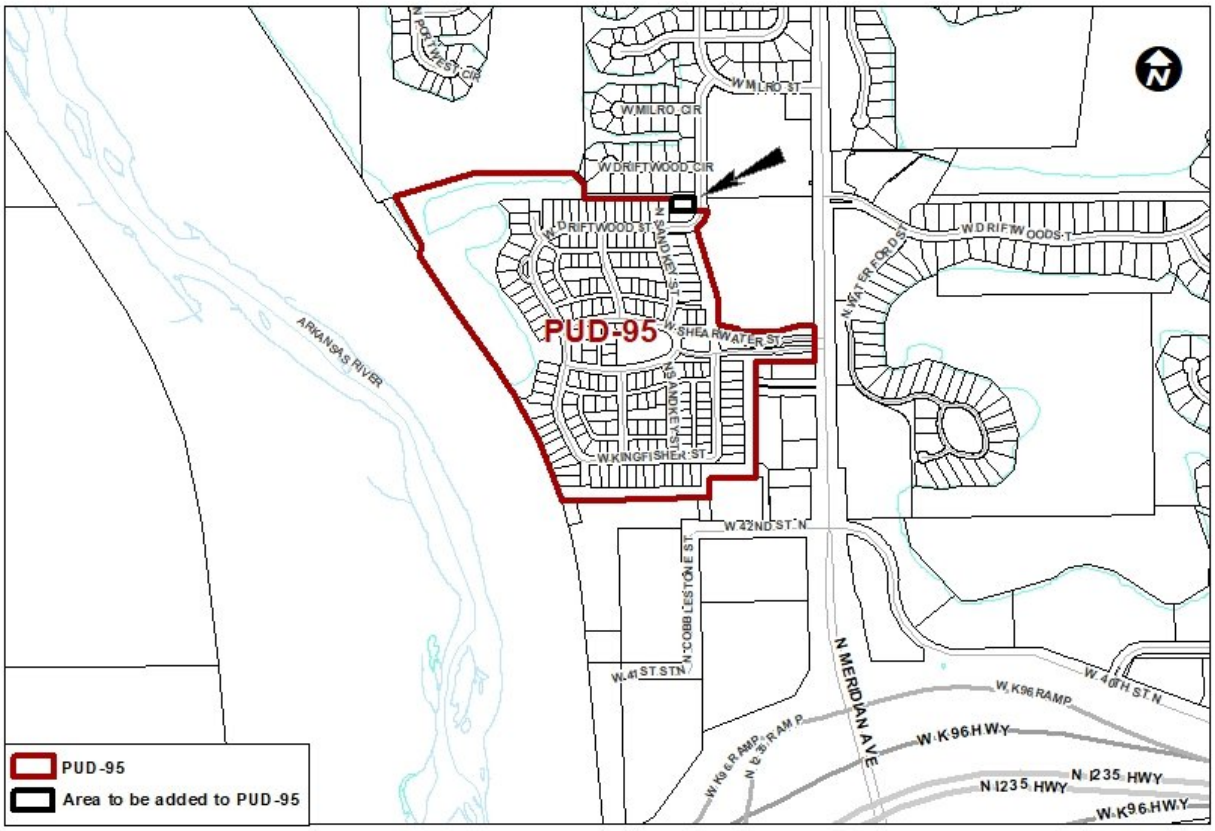
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (10-0).

MAPD Staff Recommendation: Approve.

DAB VI Recommendation: Approve (6-0).



Background: The applicant is requesting an amendment to Planned Unit Development (PUD) #95, The Courtyards at the Moorings. The applicant would like to add a parcel of land to the PUD to reflect the approved platted boundary (SUB2023-00022). The parcel is 0.23 acres in size and is located north of West 42nd Street North and west of North Meridian Avenue. The PUD would increase in size from 61.46 acres to 61.69 acres.

The subject site will be added to the PUD's only parcel as another residential lot, for a total of 172 residential lots. It will adhere to the same 17-foot front setback and 12-foot rear setback as the adjacent residential lots.

The character of the neighborhood is single-family residential with commercial on the arterial streets. Property to the north is zoned SF-5 Single-Family Residential District, is located within CUP DP-78, and is developed with single-family dwellings. Properties to the south of PUD #95 are zoned LC Limited Commercial District and SF-5 Single-Family Residential District. The LC Limited Commercial District zoned property is undeveloped, and the SF-5 Single-Family Residential District zoned property is developed with a fire station. Properties to the east of PUD #95 are zoned SF-5 Single-Family Residential District and LC Limited Commercial District and are undeveloped or developed with a church. The area to the west of PUD #95 is the Arkansas River.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval (10-0) of the zone change. No members of the public spoke at this public hearing.

On September 11, 2023, District Advisory Board (DAB) VI recommended approval (6-0) of the zone change. No members of the public spoke at this public hearing.

No protest petitions were received for this case. Therefore, the zone change request can be approved with a simple majority vote (four of seven votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

Attachments:

1. PUD #95 Text
2. Aerial Map
3. Zoning Map
4. 2035 Future Growth Concept Map
5. Site Pictures
6. MAPC Minutes
7. DAB VI Report
8. Ordinance

PUD #95 Text

PUD Purpose Statement*:*
Courtyards at the Moorings is a medium-density single-family residential development west of Meridian Avenue, East of the Arkansas River, and a half of mile north of Highways I-235 and K-96 interchange. The development intends to be comprised of zero-lot line residences with vehicular access via public streets and alleys. The alleys and streets double as utility corridors. A sidewalk system is planned along looping streets connecting the residences to arterial streets and to internal greenway spaces. The greenways (private) provide for gathering spaces, informal recreation, open space, landscaping, stormwater management and will be platted as reserves. Due to these unique conditions, traditional building setbacks are not conducive and are modified herein.

1. This development contains: 61.69 acres or 2,687,263 sq. ft., more or less.

2. Land Uses:
A. All allowed uses permitted by-right within the SF-5 Single-Family Residential Zoning District. Neighborhood swimming pool, community clubhouse, accessory apartments, and parking area ancillary.
B. The land uses permitted by the PUD are only those uses permitted by right and not by conditional use unless specifically identified herein.

3. Parcel Description:
A. Minimum Lot Area: 4,000 square feet
B. Minimum Lot Width: 48 feet
C. Maximum Dwelling Units per Acre: 4.0 (D.U.A.)
D. Maximum Lot Coverage: 75%
E. Non-Alley Lot Setbacks
<u>Minimum Front Setbacks:</u> 17 Feet
<u>Minimum Rear Yard Setbacks:</u> 12 Feet
<u>Minimum Side Yard Setback:</u> Opposite of the zero-lot line, the minimum side yard setback shall be 6 feet, except for adjoining a Street where the minimum is 10 feet.
F. Alley Lot Setbacks
<u>Minimum Front Setbacks (Non-Alley Side):</u> 7.5 Feet
<u>Minimum Rear Yard Setbacks (Alley Side):</u> 4 feet
<u>Minimum Side Yard Setback:</u> Opposite of the zero-lot line, the minimum side yard setback shall be 6 feet, except for adjoining a Street where the minimum is 7.5 feet, and except for adjoining an Alley where the minimum is 4 feet (see Setback Detail).
G. Amenity Area Setbacks: 20 feet or as shown on the final plat.
H. Maximum Structure Height = 40 feet

4. Architectural Controls: Private restrictive covenants shall govern architectural character, color, and predominant exterior building materials.

A. Overhangs, eaves, and gutters are permitted within all setbacks. Furthermore, concrete flatwork, patios, covered or uncovered, screening walls, and wing walls are permitted within rear setbacks.
B. Fences, if any, in the front shall be limited to a maximum of 42 inches and shall have a consistent picket style for all lots; except between residences on the zero-lot side where fences shall be limited to a maximum of 72 inches. Where abutting alley areas, fences shall be limited to a maximum of 72 inches. All other fences shall be limited to a maximum of 72 inches.

5. Parking:

A. Shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV-A, unless otherwise specified.
B. Each dwelling unit shall provide a minimum of one on-site parking stall.
C. No off-site parking stalls are required; however, on-street parking areas may be provided. Said on-street parking is for convenience / guest parking.
D. On-street parking shall be allowed on a short-term or temporary basis. Private restrictive covenants may further restrict parking within the adjoining public streets.
E. Alley areas shall provide for unimpeded access to and from the lots, as such, parking is prohibited in the alley areas.

6. Landscaping: As per SF-5 Single-Family Residential Zoning District.

7. Utilities:
A. All proposed utilities shall be installed underground.
B. Alleys shall primarily be utilized for utility access.

8. Screening:
A. Trash receptacles shall be appropriately screened to reasonably hide them from street/alley view with fencing and/or landscaping.

9. Signs and Entry Monuments:
A. Signs are permitted under the current Sign Code of the City of Wichita as per SF-5 Single-Family Residential Zoning District.
B. Entry monuments and signs shall be located within reserves or private easements.

10. Reserves: Uses shall be defined at the time of final platting and shall share the same uses as allowed in SF-5 Single-Family Residential Zoning District. The reserves shall be owned and maintained by the developer, and/or a lot owner's association, and/or their successors and/or assigns.

11. Transportation (Access, Streets, Alleys, and Sidewalks):
A. Access controls shall be determined at the time of final platting and revised upon the PUD accordingly. If access controls are altered after the recording of the plat by vacation case, an adjustment to the PUD shall be required.
B. For Alley Lots, no vehicular access shall be permitted to the Lot except via the alley.
C. An existing sidewalk is installed along the collector street (Meridian Avenue). Sidewalks are proposed along the loop streets and shall connect to the collector street.

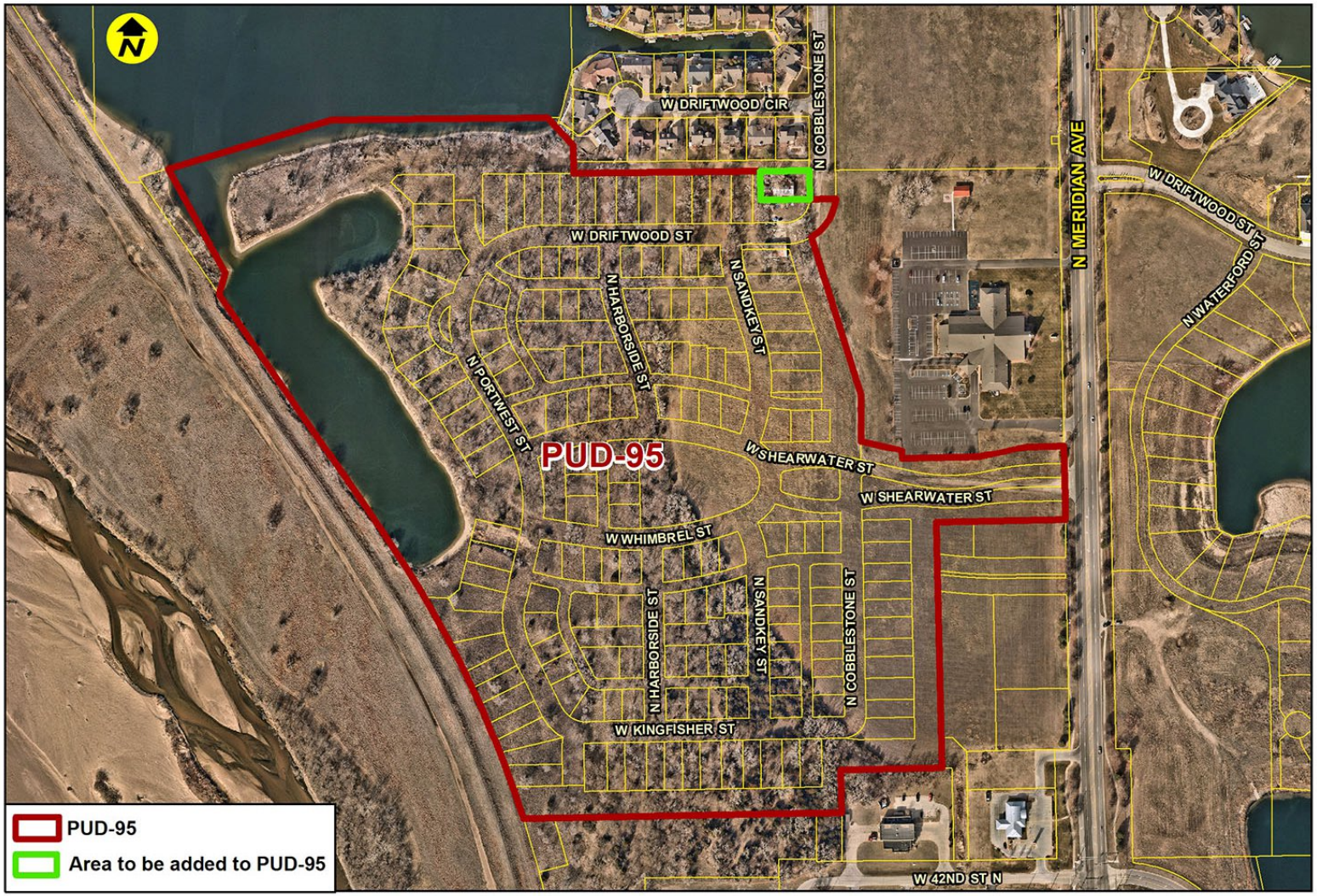
12. Title:

The transfer of the title on all or any portion of the land included in the Planned Unit Development does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns and amended. However, the Director of Planning, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.

13. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, after a joint determination by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

14. Any major changes within this Planned Unit Development shall be submitted to the Planning Commission and the Governing Body for their consideration. Amendments, adjustments, or interpretations of the PUD shall be done in accordance with the Unified Zoning Code.

15. A certificate or Notice of PUD is required to be recorded with the Sedgwick County Register of Deeds Office upon approval of the PUD.


N
W DRIFTWOOD CIR
N COBBLESTONE ST
N MERIDIAN AVE
W DRIFTWOOD ST
N WATERFORD ST
W DRIFTWOOD ST
N HARBORSIDE ST
N SANDKEY ST
N PORTWEST ST
PUD-95
W SHEARWATER ST
W SHEARWATER ST
W WHIMBREL ST
N HARBORSIDE ST
N SANDKEY ST
N COBBLESTONE ST
W KINGFISHER ST
W 42ND ST N
PUD-95
Area to be added to PUD-95

ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N
W BENTBAY ST
W BENTBAY CIR
N BAJA ST
W TIMBERCREEK CIR
W TIMBERCREEK CT
N PORTWEST ST
N PORTWEST CT
N PORTWEST CIR
CUP DP-78
BZA2009-00047
W MILRO ST
W MILRO CIR
W DRIFTWOOD CIR
N MERIDIAN AVE
W DRIFTWOOD ST
CUP DP-285
N HARBORSIDE ST
N SANDKEY ST
PUD-95
W SHEARWATER ST
W WHIMBREL ST
N COBBLESTONE ST
BZA59-81
CUP DP-323
W KINGFISHER ST
ARKANSAS RIVER
CON2010-00030
W 42ND ST N
W 40TH ST N
CUP DP-355
AA97-13

2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

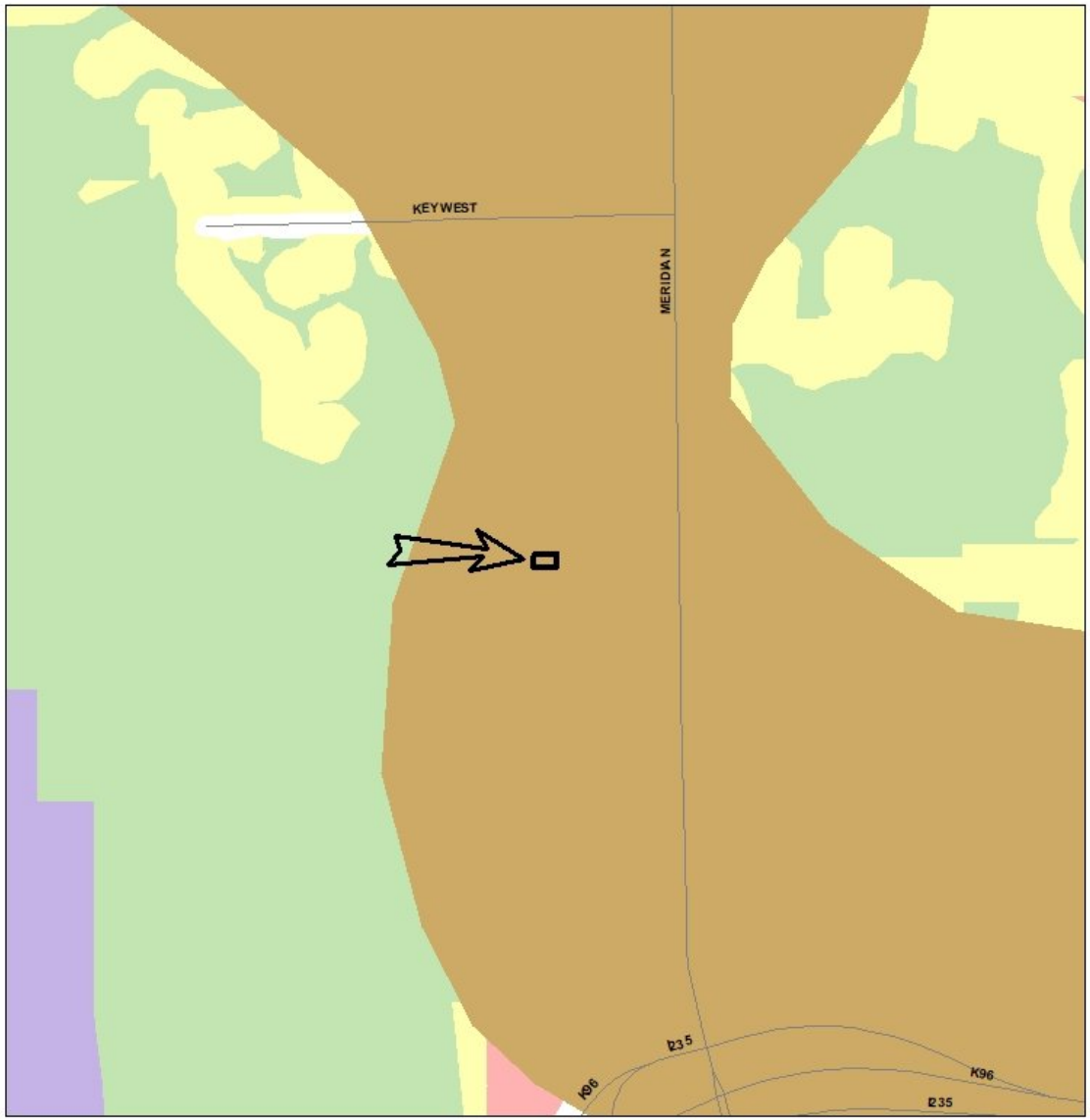
Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N



Looking west towards site

Looking north away from site

Looking south towards site

Looking east away from site

4.4 PUD2023-00008: PUD Amendment in the City to PUD #95 to amend the existing PUD boundary to include the approved platted boundary of the Courtyards at the Moorings Second Addition; generally located on the west side of Meridian Avenue, north of 42nd Street.

Lots 1-10 (inclusive), Block 1; Lots 1-63 (inclusive), Block 2; Lots 1-5 (inclusive), Block 3; Lots 1-4 (inclusive), Block 4; Lots 1-5 (inclusive), Block 5; Lots 1-8 (inclusive), Block 6; Lots 1-10 (inclusive), Block 7; Lots 1-4 (inclusive), Block 8; Lots 1-5 (inclusive), Block 9; Lots 1-3 (inclusive), Block 10; Lots 1-4 (inclusive), Block 11; Lots 1-5 (inclusive), Block 12; Lots 1-4 (inclusive), Block 13; Lots 1-4 (inclusive), Block 14; Lots 1-8 (inclusive), Block 15; Lots 1-8 (inclusive), Block 16; Lots 1-8 (inclusive), Block 17; Lots 1-4 (inclusive), Block 18; Lots 1-5 (inclusive), Block 19; Lots 1-8 (inclusive), Block 20; AND Reserves A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, AND ALSO, all of those streets and alley rights-of-way all platted within Courtyards at the Moorings Addition, an addition to Wichita, Sedgwick County, Kansas,
TOGETHER WITH,
A tract of land being described in Kansas Warranty Deed recorded on Doc.#/Flm-Pg: 30226770 and as follows: Beginning at the Northwest corner of The Moorings 6th Addition to Wichita, Sedgwick County, Kansas, thence S00°00'30"E, along the West line of Cobblestone as platted in said The Moorings 6th Addition, 77 feet; thence N89°56'18"W, 133 feet; thence N00°00'30"W, 77 feet; thence S89°56'18"E, along the South line of Reserve "B" as platted in The Moorings Addition to Wichita, Sedgwick County, Kansas, 133 feet to the point of beginning.

BACKGROUND: The applicant is requesting an amendment to Planned Unit Development (PUD) #95, The Courtyards at the Moorings. The applicant would like to add a parcel of land to the PUD to reflect the approved platted boundary (SUB2023-00022). The parcel is 0.23 acres in size and is located north of West 42nd Street North and west of North Meridian Avenue. The PUD would increase in size from 61.46 acres to 61.69 acres.

The subject site will be added to the PUD's only parcel as another residential lot, for a total of 172 residential lots. It will adhere to the same 17-foot front setback and 12-foot rear setback as the adjacent residential lots.

The character of the neighborhood is single-family residential with commercial on the arterial streets. Property to the north is zoned SF-5 Single-Family Residential District, is located within CUP DP-78, and is developed with single-family dwellings. Properties to the south of PUD #95 are zoned LC Limited Commercial District and SF-5 Single-Family Residential District. The LC-zoned property is undeveloped, and the SF-5-zoned property is developed with a fire station. Properties to the east of PUD #95 are zoned SF-5 Single-Family Residential District and LC Limited Commercial District and are undeveloped or developed with a church. The area to the west of PUD #95 is the Arkansas River.

CASE HISTORY: In 1976, the Moorings Community Unit Plan CUP DP-78 was established. In 2022, Courtyard at the Moorings Planned Unit Development PUD #95 was established from portions of CUP DP-78 and CUP DP-323 (PUD2022-00004).

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5 (CUP DP-78)	Single-family dwellings
SOUTH:	LC, SF-5	Undeveloped, fire station
EAST:	SF-5, LC	Undeveloped, place of worship
WEST:	None	Arkansas River

PUBLIC SERVICES: The main access to the land for the new PUD #95 will be from North Meridian Avenue, which is a paved, five-lane arterial with sidewalks on both sides. All municipal services, which include water and sewer, may need to be extended to the site. Wichita Transit does not serve this site.

CONFORMANCE TO PLANS/POLICIES: The requested amendment conforms to the *Community Investments Plan* (The Wichita-Sedgwick County Comprehensive Plan). The *2035 Wichita Future Growth Concept Map*, which outlines the preferred land uses within the Plan area, identifies this subject site as appropriate for "New Residential" development. "New Residential" areas are described as those that "likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category." Though, "pockets of Major Institutional and Commercial uses likely will be developed within this area as

well, based upon market-driven location factors."

RECOMMENDATION: Based on the information available at the time of the public hearing, staff recommends **APPROVAL** of the application subject to adherence to the recommended PUD text (attached) and the following conditions:

1. The text of the PUD shall be revised in accordance with the recommended text as approved by the Planning Commission.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #95 Courtyards at the Moorings Second Addition Planned Unit Development) has special conditions for development on the property.
3. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.
4. All other federal, state, and local laws and ordinances must be observed.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood**: The character of the neighborhood is single-family residential with commercial on the arterial streets. Property to the north is zoned SF-5 Single-Family Residential District, is located within CUP DP-78, and is developed with single-family dwellings. Properties to the south of PUD #95 are zoned LC Limited Commercial District and SF-5 Single-Family Residential District. The LC-zoned property is undeveloped, and the SF-5-zoned property is developed with a fire station. Properties to the east of PUD #95 are zoned SF-5 Single-Family Residential District and LC Limited Commercial District and are undeveloped or developed with a church. The area to the west of PUD #95 is the Arkansas River.

2. **The suitability of the subject property for the uses to which it has been restricted**: The property to be added to PUD #95 is presently zoned SF-5 Single-Family Residential District and is suitable for single-family residential development.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property**: Staff does not anticipate that the requested zone change will detrimentally affect nearby property.

4. **Length of time the property has been vacant as currently zoned**: The subject site was developed with a single-family residential dwelling that was demolished earlier this year.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan**: The requested amendment is in conformance with the *Community Investments Plan*, as noted in the staff report.

6. **Relative gain to the public health, safety, and welfare compared to the loss in value or the hardship imposed upon the applicant**: Approval of the request represents a gain to the public in that it contributes to supporting economic opportunity in the area. The proposed changes should create no issues to the public health, safety or welfare with the governing language of the recommended PUD text. Denial of the request could represent a loss in the use and enjoyment of the applicant's property.

7. **Impact of the proposed development on community facilities**: Staff does not anticipate the requested PUD amendment to have any significant impacts on community facilities.

8. **Opposition or support from neighborhood residents**: At the time the report was prepared, staff received one phone call with concerns about the general development of the area.

GREENE: I just want to make sure that all we're doing is adding one lot to this PUD and the PUD is remaining the same as was approved in the previous meeting.

CHRISTINA RIETH, PLANNING STAFF: It's a PUD; it has to be heard.

GREENE: Yeah, I got that, but I just want to make sure that the PUD stays the same.

RIETH: Yep.

MOTION: To approve subject to staff recommendation.

GREENE moved, **BLICK** seconded the motion, and it carried (10-0).

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: PUD2023-00008

Date: September 18, 2023

The Metropolitan Area Planning Department presented this case for consideration by the District 6 Advisory Board.

The applicant is requesting an amendment to Planned Unit Development (PUD) #95, The Courtyards at the Moorings. The applicant would like to add a parcel of land to the PUD to reflect the approved platted boundary (SUB2023-00022). The parcel is 0.23 acres in size and is located north of West 42nd Street North and west of North Meridian Avenue. The PUD would increase in size from 61.46 acres to 61.69 acres.

RECOMMENDATION: Based on the information available at the time of the public hearing, staff recommends APPROVAL of the application subject to adherence to the recommended PUD text (attached) and the following conditions:

1. The text of the PUD shall be revised in accordance with the recommended text as approved by the Planning Commission.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #95 Courtyards at the Moorings Second Addition Planned Unit Development) has special conditions for development on the property.
3. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.
4. All other federal, state, and local laws and ordinances must be observed.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by MAPD, DAB and members of made the following comments:

DAB (Q): Why wasn't the parcel included in the original PUD?

Jason Gish, MKEC, agent for the applicant (A): Originally that building housed some equipment

for the Moorings HOA and they were trying to purchase the lot.

No further questions from the public or agent, the discussion returned to the DAB for a motion.

Action Taken: Mark Baker made a motion to **APPROVE** staff's recommendation. The motion was seconded by Lisa Tatum.

MOTION APPROVED 6-0

Respectfully submitted,

Ana Lopez
Community Services Representative
District 6

OCA 150004

(Published in the Wichita Eagle October 13, 2023)

ORDINANCE NO. 52-273

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2023-00008

Amendment to PUD #95 incorporating additional property zoned SF-5 Single-Family Residential District subject to the amended general provisions of PUD #95, on property described as:

> All Lots, Blocks, Reserves, Alleys, and Streets rights-of-way platted within Courtyards at the Moorings Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT, Lots 1-14, inclusive, Block 2, Reserve O, and that portion of Reserve N all replatted within Courtyards at the Moorings Second Addition, an addition to Wichita, Sedgwick County, Kansas,
> TOGETHER WITH,
> Lots 1-16, inclusive, Block 1, and Reserve A, Courtyards at the Moorings Second Addition, an addition to Wichita, Sedgwick County, Kansas.

The Courtyard at the Moorings Addition Planned Unit Development (PUD #95) shall be subject to the following conditions:

1. The text of the PUD shall be revised in accordance with the recommended text as approved by the Planning Commission.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #95 Courtyards at the Moorings Addition Planned Unit Development) has special conditions for development on the property.
3. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.
4. All other federal, state, and local laws and ordinances must be observed.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 10th day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-12

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: ZON2023-00044 – Zone Change in the City from LI Limited Industrial District to SF-5 Single-Family Residential District; Generally Located on the Northeast Corner of South Midland Avenue and East 59th Street South (5950 South Midland Avenue). (District III)

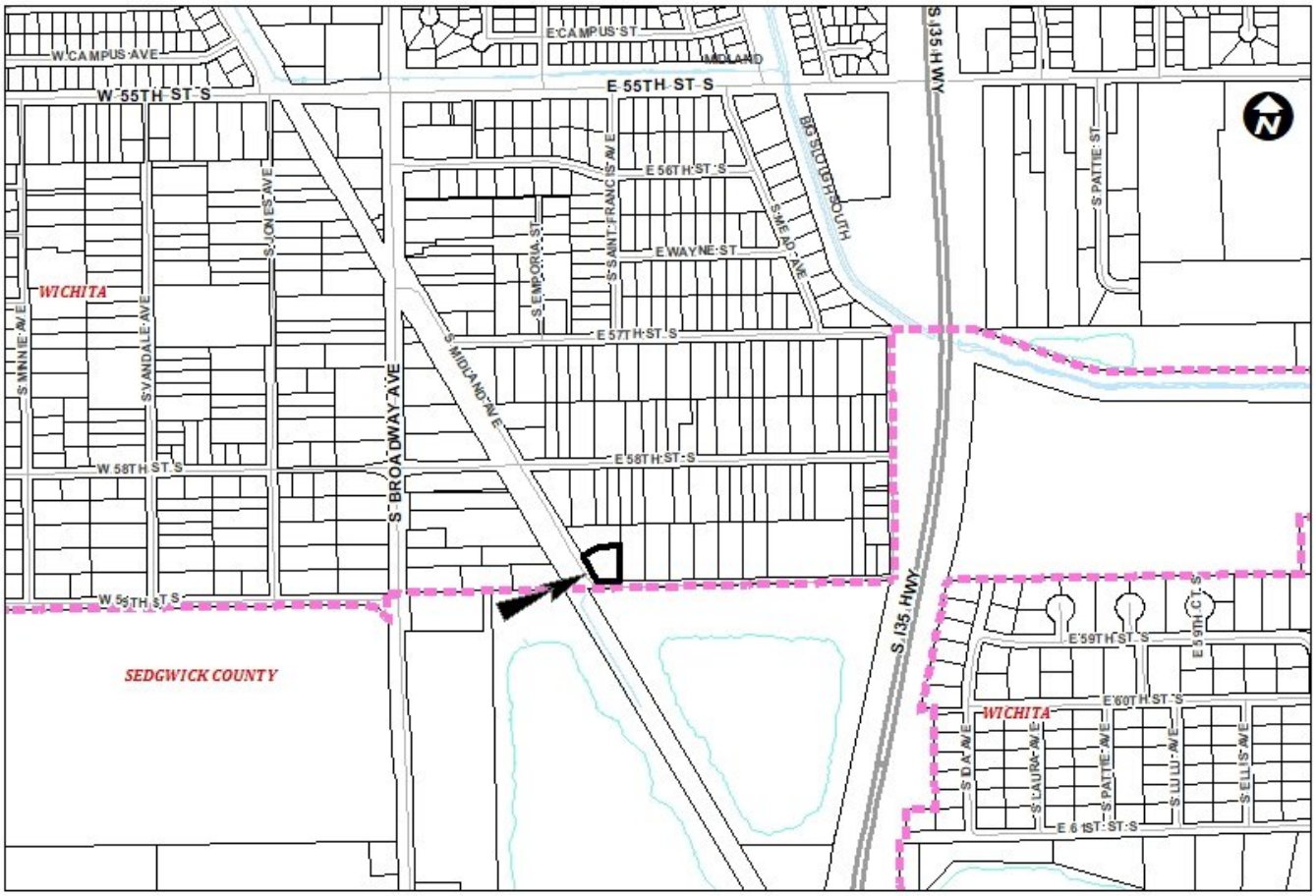
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (10-0).

MAPD Staff Recommendation: Approve.

DAB III Recommendation: Approve (7-0).



Background: The applicant is requesting a zone change from LI Limited Industrial District to SF-5 Single-Family Residential District for a 0.71-acre property generally located on the northeast corner of South Midland Avenue and East 59th Street South (5950 South Midland Avenue). The applicant is requesting the zone change to allow residential uses.

LI Limited Industrial District zoning does not permit residential uses. The residential structure was constructed in the 1950s. In 1984, the property was rezoned from "R-1" Suburban Residential District to "E" Light Industrial District with Covenant #7 (COV-7).

A Covenant was a tool previously used that is similar to the current practice of assigning a Protective Overlay to restrict the uses and/or development standards of a zoning district. The full language of COV-7 is attached. In general, the Covenant had the following restrictions:

1. Uses are restricted to "auto repair, painting, and bodywork;"
2. Inoperable vehicles are permitted to be stored outside for no more than 30 days;
3. Said use is permitted so long as the property is owned by Faren Baldwin and his wife;
4. No changes can be made to the structures on the property that changes the character of the residential appearance;
5. Restrictions on the use of equipment that would induce undue noise, odor, vibration or other possible negative impacts;
6. Signage is restricted to non-illuminated building signs no greater than two square feet; and
7. The eight-foot fence along Midland Avenue shall be maintained in good repair.

The requested zoned change effectively terminates the Covenant in that the permitted, non-residential uses will no longer be permitted in the requested SF-5 Single-Family Residential District.

Properties to the north, east and west are zoned SF-5 Single-Family Residential District and developed with single-family uses. Property to the south, across East 59th Street South, is zoned SF-20 Single-Family Residential District and were used as sand pits (CU-359 and CU-457).

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval (10-0) of the requested zone change. No members of the public spoke in opposition to the request at this public hearing.

On September 6, 2023, the District Advisory Board (DAB) III recommended approval (7-0) of the requested zone change. No members of the public spoke in opposition to the request at this public hearing.

No protest petitions were received for this case. Therefore, the zone change request can be approved with a simple majority vote (four of seven votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

Attachments:

1. COV-7
2. Aerial Map
3. Zoning Map
4. Land Use Map
5. Site Photos
6. MAPC Minutes
7. DAB VI Report
8. Ordinance

VOL 1048 PAGE 0838

RESTRICTIVE COVENANT

WHEREAS, the undersigned are all of the owners of that property commonly described as 5950 Midland in Sedgwick County, Kansas, being legally described on Exhibit A attached hereto; and

WHEREAS, the undersigned desire to impose restrictions upon said real property to assure the use and maintenance of the property in a manner that will be harmonious with the surrounding residential neighborhood.

NOW, THEREFORE, the undersigned, and each of them, agree and covenant as follows:

1. This covenant shall apply to all of the real property described in Exhibit A hereto and shall run for an initial term of 25 years from the date hereof. Thereafter, said covenants shall be extended for a successive period of 10 years automatically unless revised or terminated in the manner specified herein.

2. The real property may be used for automobile repair, painting and body work, in addition to all of the uses permitted in the "R-1" suburban residential district of the Sedgwick County Zoning Regulations.

3. Inoperable motor vehicles may be stored outside of the buildings for no longer than 30 days.

4. Except as provided in paragraph 5C hereof, automobile repair, painting and body work shall be performed only by Roger R. Baldwin or Faren A. Baldwin, his wife, and only so long as they shall own and occupy the real property for residential purposes.

UNOFFICIAL COPY

5. The following restrictions apply to the intended use of the real property:

A. Except as provided in paragraph 7 hereof, no alteration of the principal building or premises shall be made which changes the character or appearance thereof, except that there may be constructed and maintained a spray paint booth for the purpose of painting automobiles in conformity with the Fire Code Regulations governing such painting provided however that such booth shall not exceed 500 square feet in floor space; and

B. No equipment shall be used which shall create undue noise, vibration, electrical interference, smoke or particulate matter emission, excessive power demands, or odors. In determining what is undue noise, such activity shall not cause or create noise at any lot line in excess of the sound levels approved by the Metropolitan Area Planning Commission and titled, "Noise standards for home occupations, October, 1966", which standards appear in Section 3 of the Sedgwick County Zoning Regulations pertaining to home occupations; and

C. No more than one person other than persons occupying the residential dwelling unit shall be employed on the real property; and

D. No sign shall be permitted larger than two square feet; provided that it shall not be illuminated and shall be mounted flat against the main base of the dwelling or building involved.

UNOFFICIAL COPY

6. The undersigned agree to maintain, in good repair, the existing solid eight foot fence located along Midland Avenue and 59th Street frontages and along the side and rear property lines, screening all repair and automobile storage from the view of adjacent properties.

7. All automotive body and repair and painting shall be within existing buildings or in any buildings to be erected as required by governmental regulation.

8. These restrictions shall not be altered, amended or terminated except as provided herein. Any proposal for the alteration, amendment or termination hereof shall be presented to a public hearing before the Wichita/Sedgwick County Metropolitan Area Planning Commission and to the Board of County Commissioners of Sedgwick County, Kansas or to the governing body then having zoning jurisdiction. Notice of such hearing shall be given as required by applicable regulation for a zone change on the property.

9. These restrictions are not intended to restrict the right of the Board of County Commissioners or of the appropriate body having zoning jurisdiction to exercise its legislative and quasi-judicial duties and powers regarding zoning of the property.

10. These restrictions shall inure to the benefit of the Board of County Commissioners of Sedgwick County, Kansas and to any future body having zoning jurisdiction, and the undersigned hereby grant to said governing body the right to prosecute at law or in equity any violations of these restrictions. Said body shall be authorized to withhold any occupancy permits or certificates until these restrictions shall be complied with.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Restrictive Covenant this 7th day of April, 1989.

Roger R. Baldwin
ROGER R. BALDWIN

Faren A. Baldwin
FAREN A. BALDWIN, His Wife

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this 7th day of April, 1989, before me personally appeared Roger R. Baldwin and Faren A. Baldwin, to me known to be the persons named herein and who executed the foregoing instrument and have acknowledged to me that they voluntarily executed same.

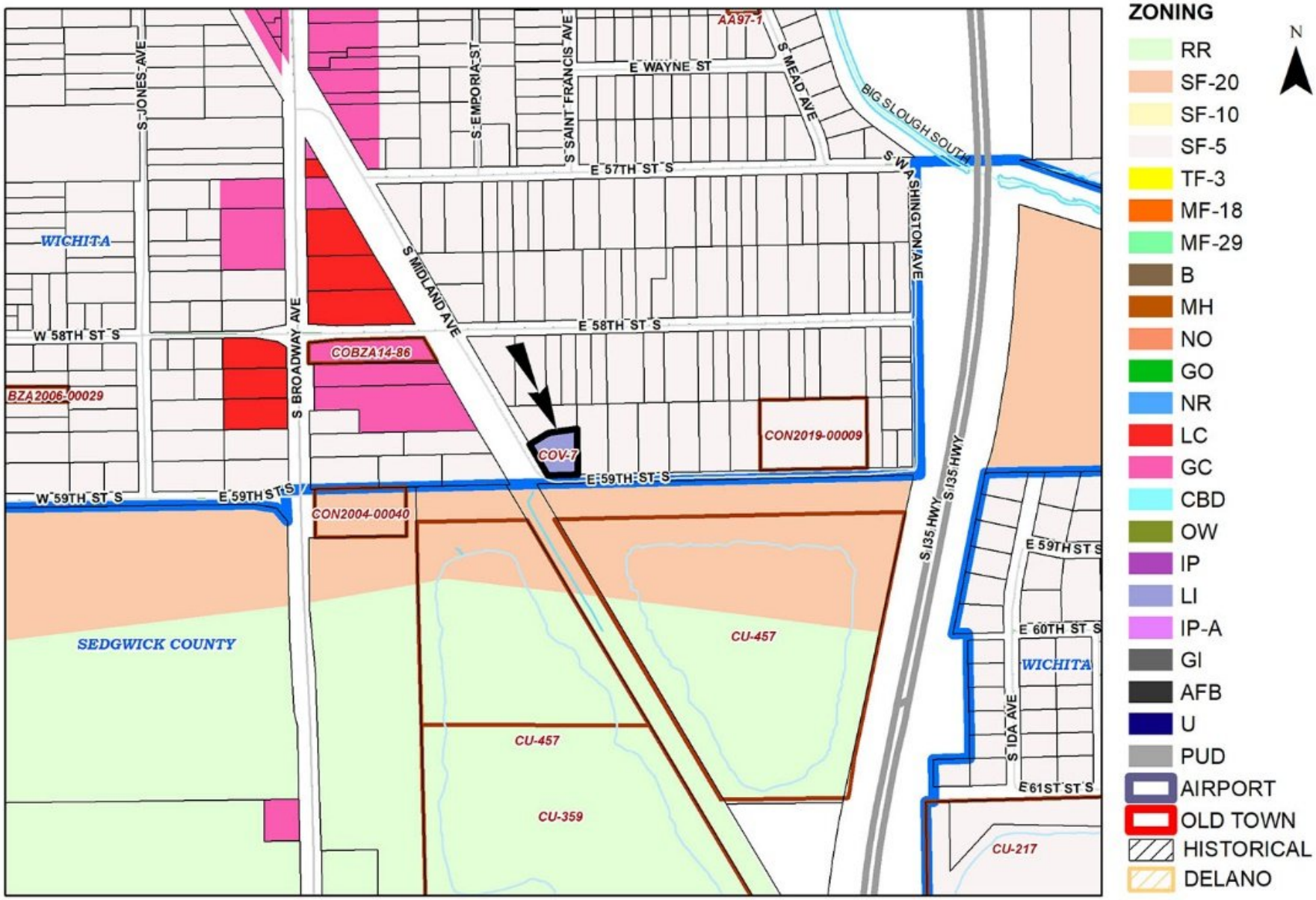
Susan M. Salber
NOTARY PUBLIC

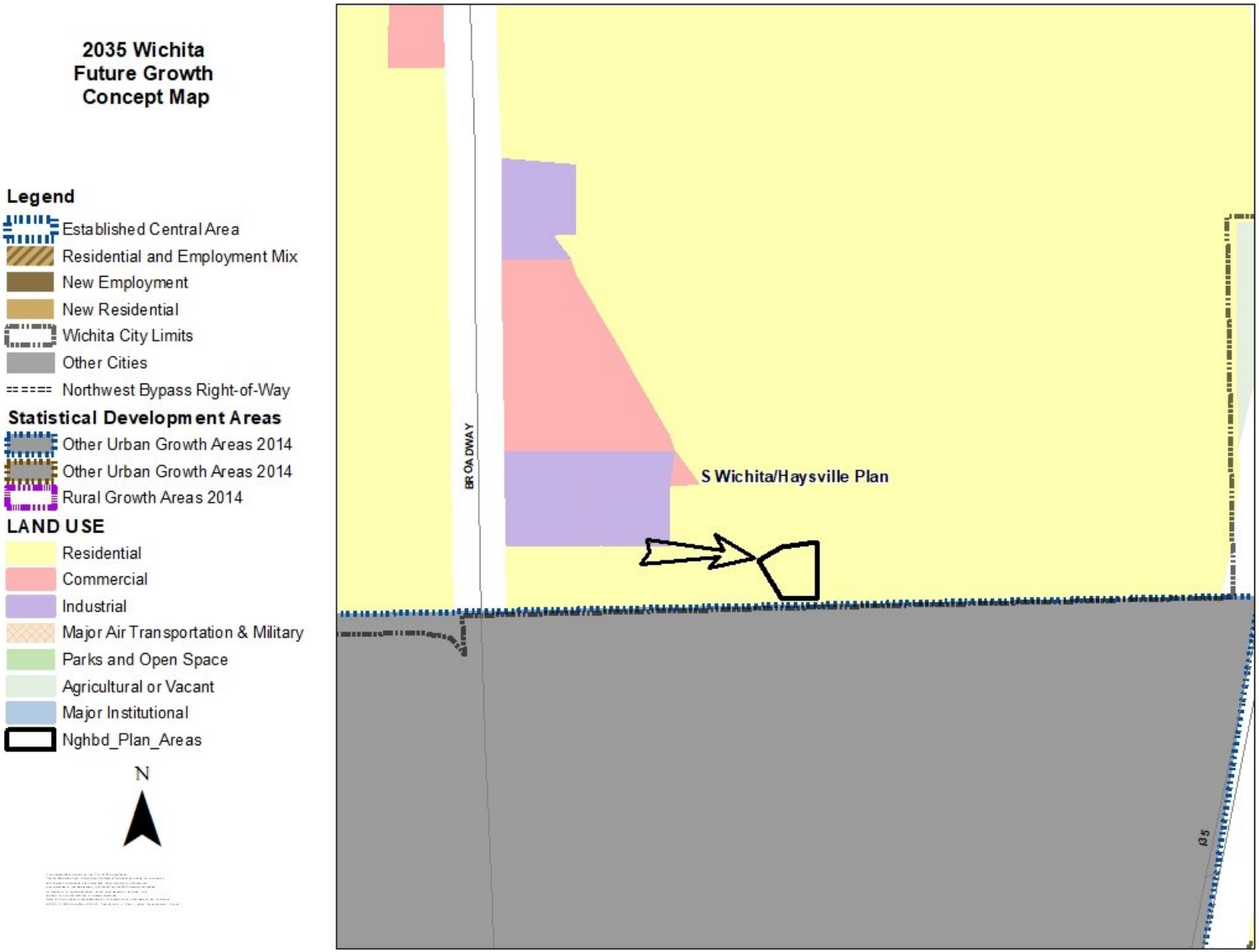
My appointment expires:

SUSAN M. SALBER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4/29/90

UNOFFICIAL COPY

S MIDLAND AVE
WICHITA
E 59TH ST S
SEDGWICK COUNTY
N


ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N
AA97-1
E WAYNE ST
S MEAD AVE
BIG SLOUGH SOUTH
S JONES AVE
S EMPORIA ST
S SAINT FRANCIS AVE
E 57TH ST S
S WASHINGTON AVE
WICHITA
S MIDLAND AVE
E 58TH ST S
W 58TH ST S
S BROADWAY AVE
COBZA14-86
BZA2006-00029
CON2019-00009
COV-7
E 59TH ST S
W 59TH ST S
CON2004-00040
S I35 HWY
E 60TH ST S
SEDGWICK COUNTY
CU-457
WICHITA
S IDA AVE
E 61ST ST S
CU-359
CU-217


2035 Wichita
Future Growth
Concept Map
Legend
Established Central Area
Residential and Employment Mix
New Employment
New Residential
Wichita City Limits
Other Cities
Northwest Bypass Right-of-Way
Statistical Development Areas
Other Urban Growth Areas 2014
Other Urban Growth Areas 2014
Rural Growth Areas 2014
LAND USE
Residential
Commercial
Industrial
Major Air Transportation & Military
Parks and Open Space
Agricultural or Vacant
Major Institutional
Nghbd_Plan_Areas
N
BROADWAY
S Wichita/Haysville Plan
85

Looking north towards the site

Looking south away from the site

Looking west away from the site

Looking east towards the site

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

EXCERPT MINUTES

August 24, 2023

4.5 ZON2023-00044: Zone change request in the City from LI Limited Industrial District to SF-5 Single-Family Residential District to allow residential development; generally located on the northeast corner of East 59th Street South and South Midland Avenue (5950 South Midland Avenue).

Beginning at the Southwest corner of Lot 24, Midland Park Addition, Sedgwick County, Kansas; thence Northwesterly along the West lot line, a distance of 155 feet; thence at a deflection angle to the right of 90 degrees, a distance of 95 feet; thence at a deflection angle to the right of 22°58'30", a distance of 122 feet to the East line of said Lot; thence South along the East line of said Lot, a distance of 195 feet to the Southeast corner of said Lot; thence West along the South line of said Lot, a distance of 127.73 feet to the place of beginning.

BACKGROUND: The applicant is requesting a zone change from LI Limited Industrial District to SF-5 Single-Family Residential District for a 0.71-acre property generally located on the northeast corner of South Midland Avenue and East 59th Street South (5950 South Midland Avenue). The applicant is requesting the zone change to allow residential uses.

LI Limited Industrial District zoning does not permit residential uses. The residential structure was constructed in the 1950s. In 1984, the property was rezoned from "R-1" Suburban Residential District to "E" Light Industrial District with Covenant #7 (COV-7).

A Covenant was a tool previously used that is similar to the current practice of assigning a Protective Overlay to restrict the uses and/or development standards of a zoning district. The full language of COV-7 is attached. In general, the Covenant had the following restrictions:

1. Uses are restricted to "auto repair, painting, and bodywork."
2. Inoperable vehicles are permitted to be stored outside for no more than 30 days.
3. Said use is permitted so long as the property is owned by Faren Baldwin and his wife.
4. No changes can be made to the structures on the property that changes the character of the residential appearance.
5. Restrictions on the use of equipment that would induce undue noise, odor, vibration or other possible negative impacts.
6. Signage is restricted to non-illuminated building signs no greater than two square feet.
7. The eight-foot fence along Midland Avenue shall be maintained in good repair.

The requested zoned change effectively terminates the Covenant in that the permitted, non-residential uses will no longer be permitted in the requested SF-5 Single-Family Residential District.

Properties to the north, east and west are zoned SF-5 Single-Family Residential District and developed with single-family uses. Property to the south, across East 59th Street South, is zoned SF-20 Single-Family Residential District and were used as sand pits (CU-359 and CU-457).

CASE HISTORY: In 1930, the property was platted as part of the Midland Park Addition to Sedgwick County, Kansas. In 1984, SCZ-0597 rezoned the property from "R-1" Suburban Residential District to "E" Light Industrial District with Covenant #7 (COV-7).

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences

SOUTH:	SF-20	Sand Pits (CU-359 and CU-457)
EAST:	SF-5	Single-family residences
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: South Midland Avenue and East 59th Street South are two-way local roads with no sidewalks. Water and sewer are provided onsite.

CONFORMANCE TO PLANS/POLICIES: The following plans govern the subject site.

Community Investments Plan: The requested rezoning is in conformance with the land 2035 Wichita Future Growth Concept Map. The 2035 Wichita Future Growth Concept Map, which outlines the preferred development pattern and land uses within the *Plan* area, identifies this subject site as appropriate for "Residential" development and use.

South Wichita/Haysville Neighborhood Plan: The requested rezoning is in conformance with the South Wichita/Haysville Neighborhood Plan. The proposed rezoning is in conformance with the Plan's future land use map, which identifies the property as appropriate for residential uses.

RECOMMENDATION: Based on the information available at the time the staff report was prepared, it is recommended that the application be **APPROVED**.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property to the south, across East 59th Street South, is zoned SF-20 and were in use as sand pits. Properties to the north, east and west are zoned SF-5 Single-Family Residential District and developed with single-family uses.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned LI Limited Industrial District, which is suitable for a wide variety of commercial and industrial uses. However, the LI District does not permit residential uses.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: A zone change to SF-5 Single-Family Residential would bring the existing use into compliance with the Unified Zoning Code. Removal. This is considered a down zoning and would restrict the property further.

4. Length of time the subject property has remained vacant as zoned: The existing residential structure was constructed in the 1950s.

5. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed on the applicant: Approval would bring the existing use into compliance with the UZC, which keeps a housing unit available for occupation, which is a gain to public welfare. Denial may represent economic loss to the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The request to rezone the property is in conformance with the *Community Investments Plan* and the South Wichita/Haysville Area Plan as discussed in the staff report.

7. Impact of the proposed development on community facilities: It is not anticipated that approval of this request should generate any additional impact on community facilities. Existing

infrastructure at the site will accommodate the proposed use.

8. Opposition or support of neighborhood residents: At the time of the publication of the staff report, staff has not received any comments from the public regarding this application.

MOTION: To approve subject to staff recommendation.

GREENE moved, **BLICK** seconded the motion, and it carried (10-0).

Interoffice Memorandum

To: City Council

From: Becca Johnson, District 3 Community Services Representative

Subject: ZON2023-00044

Date: September 12, 2023

On September 6, 2023 the District 3 Advisory Board considered a Zone change request in the City from LI Limited Industrial District to SF-5 Single-Family Residential District to allow residential development, generally located on the northeast corner of East 59th Street South and South Midland Avenue (5950 South Midland Avenue).

The meeting took place at 6:30 P.M. at the WATER Center (101 E Pawnee) and was available on Zoom and Facebook (https://fb.watch/laOw4bFIU_/).

7 DAB members (1 on Zoom), 10 members of the public (1 on Zoom), and the owner were present.

DAB and members of the public asked and made the following summarized questions and comments:

DAB (Q): This case seems too good to be true. What is the catch?
Staff (A): There is not one. Likely the owners are changing the zoning because if anything were to happen to the house they would not be able to rebuild it.

DAB (Q): Are there any commercial operations currently happening there?
Staff (A): Not to our knowledge. The covenant prevented quite a bit of those types of operations.

Public (C): The existing covenant stopped the owners from changing the character of house. Is it possible they want to improve the exterior of their home and are not currently able to?
Staff (A): That is certainly possible.

Action Taken: Motion made by **Richard Ruth** and seconded by **Gentry Thiesen** to ***APPROVE*** the zone change request. Motion to ***APPROVE*** **PASSED 7-0-0**.

Respectfully submitted,

Becca Johnson, District 3 Community Services Representative

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 13, 2023

ORDINANCE NO. 52-274

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2023-00044

Zone change in the City from LI Limited Industrial District to SF-5 Single-Family Residential District on property legally described as:

> Beginning at the Southwest corner of Lot 24, Midland Park Addition, Sedgwick County, Kansas; thence Northwesterly along the West lot line, a distance of 155 feet; thence at a deflection angle to the right of 90 degrees, a distance of 95 feet; thence at a deflection angle to the right of 22°58'30", a distance of 122 feet to the East line of said Lot; thence South along the East line of said Lot, a distance of 195 feet to the Southeast corner of said Lot; thence West along the South line of said Lot, a distance of 127.73 feet to the place of beginning.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 10th day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-13

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: ZON2023-00045 – Zone Change Request in the City from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for Multi-Family Development, Generally Located on the East Side of North Florence Street, within 200 Feet North of West Douglas Avenue. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to Protective Overlay #421 (11-0).

MAPD Staff Recommendation: Approve.

DAB VI Recommendation: Approve, subject to Protective Overlay #421 (6-0).

Background: The applicant is requesting a zone change from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for multi-family development. The subject site is 0.34 acres in size and is generally located on the east side of North Florence Avenue, within 200 feet north of West Douglas Avenue. The parcel is currently undeveloped.

The MF-18 Multi-Family Residential District accommodates moderate-density residential development, including single-family, two-family, and multi-family residences at a maximum density of 17.4 dwelling units per acre. The applicant's provided site plan indicates they intend to develop two triplexes (six dwelling units) on the site, which is more than the permitted density of 5.99 units.

According to the site plan, the applicant will build two triplexes near the south property line. The 20-foot-wide driveway to the proposed triplexes will be on the north side of the property. The applicant intends to have parking for the triplexes on the first floor of the property and living space on the second floor. The off-street parking schedule in Article IV-A of the Unified Zoning Code (UZC) requires 1.25 parking stalls per efficiency and one bedroom dwelling unit and 1.75 parking stalls per two bedroom or larger unit. The proposed triplexes comply with the required six-foot interior side setback, 20-foot rear setback, and 25-foot front setback. After speaking with the applicant, they intend to revise the site plan and develop five units on site to accommodate the permitted density and required landscaping.

The preliminary site plan does not illustrate the required landscaping. The applicant will be required to submit a landscape plan prior to the issuance of building permits. Because the property abuts single-family residential zoning on the north and south property lines, the applicant is required to plant one shade tree (or two ornamental trees) per 40 lineal feet of property per the Wichita Landscape Ordinance. Additional changes to the site may be required because the required landscape buffer on the north property line will reduce the space available for the driveway, which is proposed to be 20 feet wide without landscaping. Additionally, because the property adjacent on the west side of North Florence is zoned TF-3 Two-Family Residential District, the site is required to have a landscape street yard with parking lot screening.

Section IV-B.2 of the UZC requires screening of multi-family uses when abutting or across a street or alley from property zoned TF-3 Two-Family Residential District or more restrictive. Should this request be approved, applicable screening and landscape buffering will be required along the north and south property lines. Additionally, the compatibility height standards limit the proposed development to 35 feet.

The character of the neighborhood is residential with commercial uses on the nearby arterial streets. Properties to the north and south are zoned SF-5 Single-Family Residential District and are developed with single-family dwellings. Property to the east is zoned GC General Commercial District with Protective Overlay #317 and is a vacant lot. Properties to the west are zoned TF-3 Two-Family Residential District and GC General Commercial District with Protective Overlay #325 and are developed with duplexes and an HVAC business, respectively.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval (11-0) of the zone change subject to Protective Overlay #421, which requires screening on the east side of the property. No members of the public spoke on the requested zone change.

On September 11, 2023, the District Advisory Board (DAB) VI recommended approval (6-0) of the zone change subject to Protective Overlay #421, which requires screening on the east side of the property. No members of the public spoke at this public hearing.

No protest petitions were received for this case. Therefore, the zone change request can be approved with a simple majority vote (four of seven votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

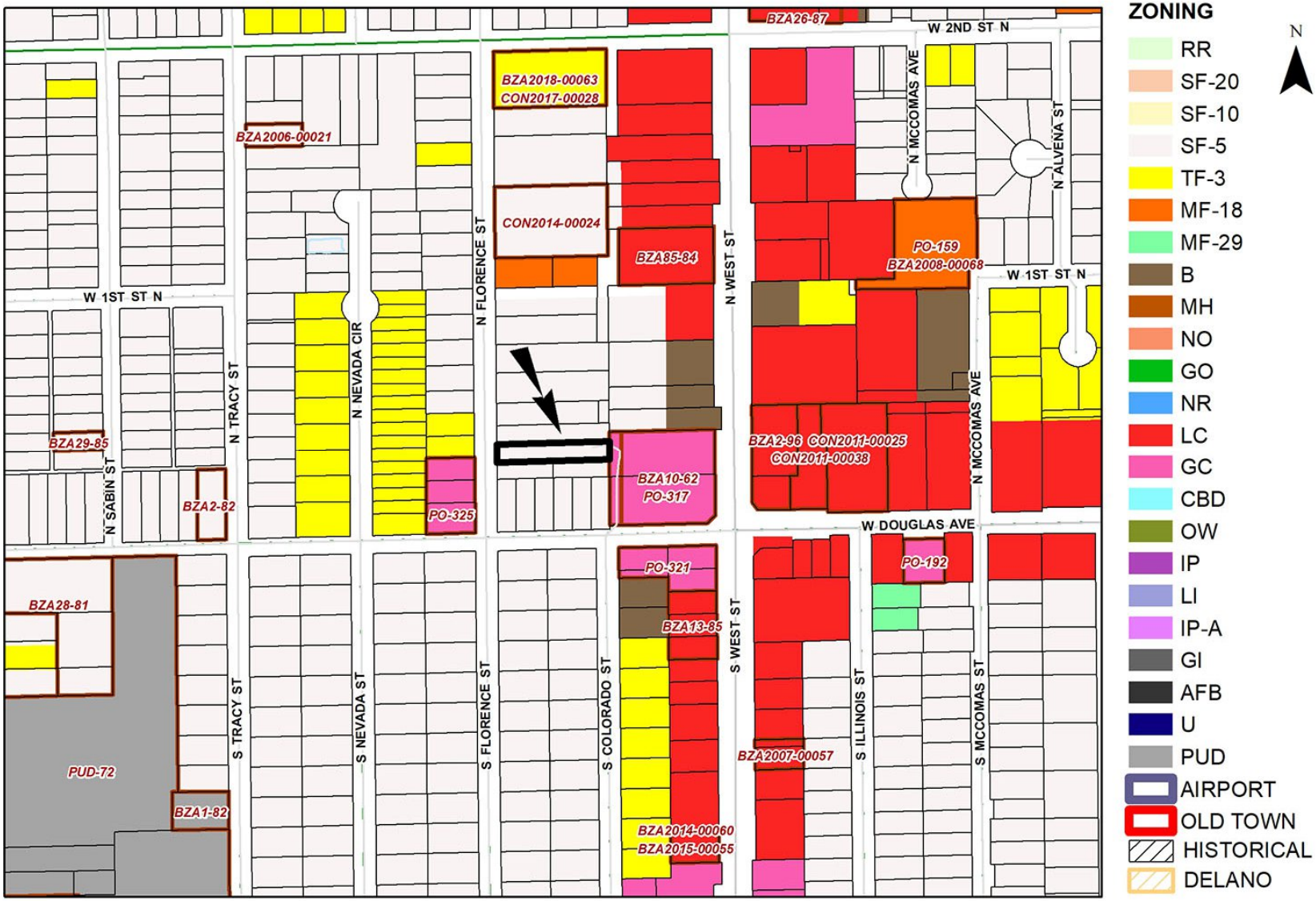
Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

Attachments:

1. Aerial Map
2. Zoning Map
3. Community Investments Plan Future Growth Concept Map
4. Preliminary Site Plan
5. Site Pictures
6. MAPC Minutes
7. DAB VI Report
8. Ordinance

N
N FLORENCE ST
N COLORADO ST
N WEST ST
W DOUGLAS AVE
S FLORENCE ST
S COLORADO ST
S WEST ST


ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N
W 2ND ST N
W 1ST ST N
W DOUGLAS AVE
N SABIN ST
N TRACY ST
N NEVADA CIR
N FLORENCE ST
N WEST ST
N MCCOMAS AVE
N ALVENA ST
S TRACY ST
S NEVADA ST
S FLORENCE ST
S COLORADO ST
S WEST ST
S ILLINOIS ST
S MCCOMAS ST
BZA26-87
BZA2018-00063
CON2017-00028
BZA2006-00021
CON2014-00024
BZA85-84
PO-159
BZA2008-00068
BZA29-85
BZA2-82
PO-325
BZA10-62
PO-317
BZA2-96
CON2011-00025
CON2011-00038
PO-321
PO-192
BZA28-81
BZA13-85
PUD-72
BZA1-82
BZA2007-00057
BZA2014-00060
BZA2015-00055

2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

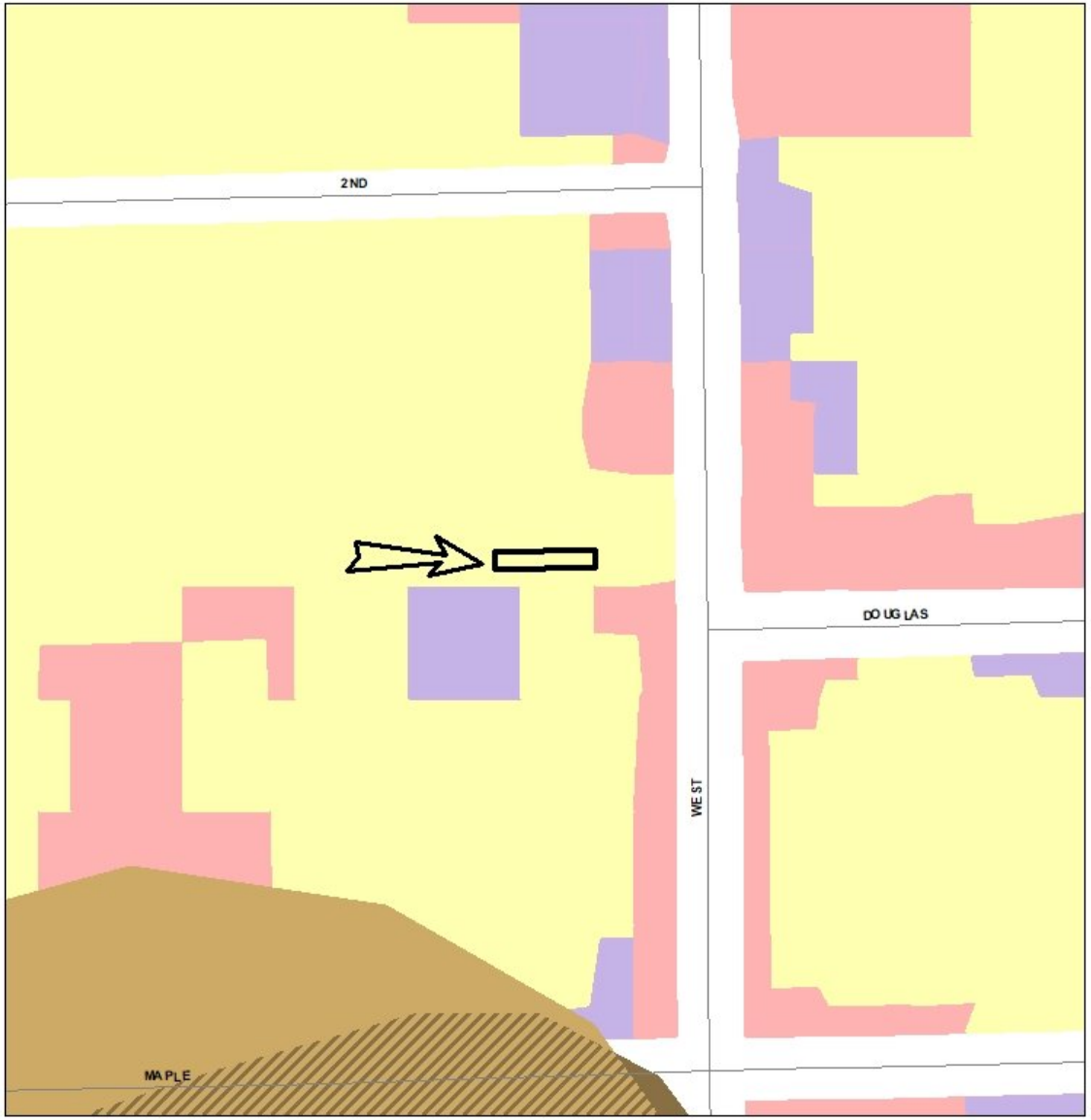
Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

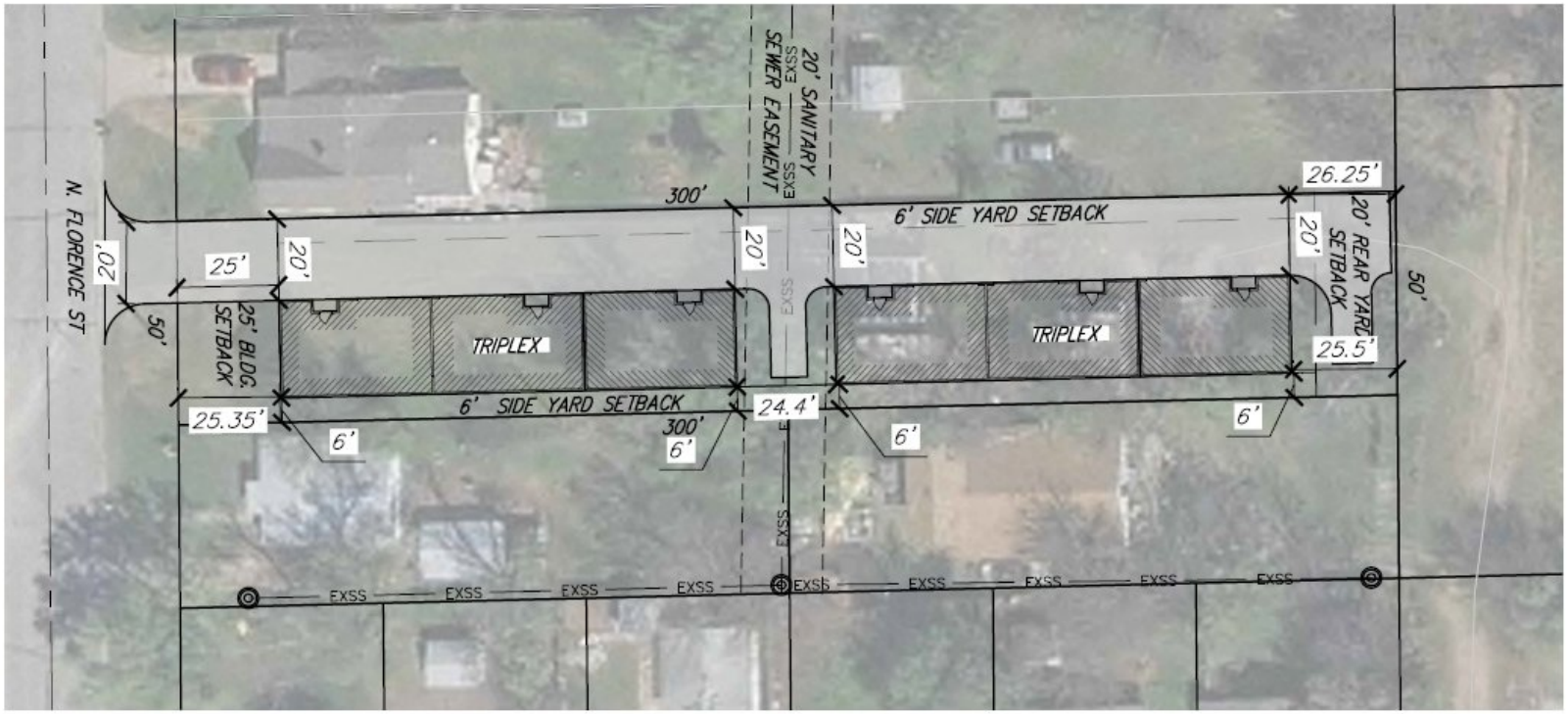
N



EXHIBIT

LOT 8, BLOCK 24, PARKWILD ADD.

WICHITA, SEDGWICK COUNTY, KANSAS



NOTES:

1. Site is currently zoned SF-5, Will need to be rezoned to Multi-Family Residential. Setbacks for Multi-Family Zoning are shown on plan.

2. Existing sanitary sewer main runs through middle of site. Approximate location shown based on GIS data and may not reflect actual location. No Easement for sewer shown on GIS. The Typical city required 20' easement shown.

0 15 30

Scale: 1" = 30'

CONCEPT 1

Jul. 12, 23

BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

Looking east towards site

Looking north away from site

Looking north away from site

Looking west away from site

4.6 ZON2023-00045: Zone change request in the City from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for multi-family development; generally located on the east side of North Florence Street, within 200 feet north of West Douglas Avenue.

The South 50 feet of the North 75 feet of Lot 8, Block 24, Parkwilde Addition to the City of Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for multi-family development. The subject site is 0.34 acres in size and is generally located on the east side of North Florence Avenue, within 200 feet north of West Douglas Avenue. The parcel is currently undeveloped.

The MF-18 Multi-Family Residential District accommodates moderate-density residential development, including single-family, two-family, and multi-family residences at a maximum density of 17.4 dwelling units per acre. The applicant's provided site plan indicates they intend to develop two triplexes (six dwelling units) on the site, which is more than the permitted density of 5.99 units.

According to the site plan, the applicant will build two triplexes near the south property line. The 20-foot-wide driveway to the proposed triplexes will be on the north side of the property. The applicant intends to have parking for the triplexes on the first floor of the property and living space on the second floor. The off-street parking schedule in Article IV-A of the Unified Zoning Code (UZC) requires 1.25 parking stalls per efficiency and one bedroom dwelling unit and 1.75 parking stalls per two bedroom or larger unit. The proposed triplexes comply with the required six-foot interior side setback, 20-foot rear setback, and 25-foot front setback. After speaking with the applicant, they intend to revise the site plan and develop five units on site to accommodate the permitted density and required landscaping.

The preliminary site plan does not illustrate the required landscaping. The applicant will be required to submit a landscape plan prior to the issuance of building permits. Because the property abuts single-family residential zoning on the north and south property lines, the applicant is required to plant one shade tree (or two ornamental trees) per 40 lineal feet of property per the Wichita Landscape Ordinance. Additional changes to the site may be required because the required landscape buffer on the north property line will reduce the space available for the driveway, which is proposed to be 20 feet wide without landscaping. Additionally, because the property adjacent on the west side of North Florence is zoned TF-3 Two-Family Residential District, the site is required to have a landscape street yard with parking lot screening.

Section IV-B.2 of the UZC requires screening of multi-family uses when abutting or across a street or alley from property zoned TF-3 or more restrictive. Should this request be approved, applicable screening and landscape buffering will be required along the north and south property lines. Additionally, the compatibility height standards limit the proposed development to 35 feet.

The character of the neighborhood is residential with commercial uses on the nearby arterial streets. Properties to the north and south are zoned SF-5 Single-Family Residential District and are developed with single-family dwellings. Property to the east is zoned GC General Commercial District with Protective Overlay #317 and is a vacant lot. Properties to the west are zoned TF-3 Two-Family Residential District and GC General Commercial District with Protective Overlay #325 and are developed with duplexes and an HVAC business, respectively.

CASE HISTORY: On March 3, 1887, the subject site was platted as Lot 8, Block 24 of the Parkwilde Addition. There are no zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family dwelling
SOUTH:	SF-5	Single-family dwellings
EAST:	GC with PO	Vacant lot
WEST:	TF-3, GC with PO	Duplexes, HVAC business

PUBLIC SERVICES: This site has access to North Florence Avenue, which is a paved, two-way local street with no sidewalks. Municipal services, such as water, stormwater, and sewer, will need to be extended to accommodate the proposed development. Wichita Transit provides service at the northeast corner of West Douglas Avenue and North West Street, which is one-block east of the subject site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is in conformance with the following plans and policies:

Community Investments Plan: The requested zone change is in conformance with the *Community Investments Plan.* The *Plan*'s 2035 Wichita Future Growth Concept Map, which outlines the preferred development pattern and land uses within the *Plan* area, identifies the majority of the subject site as appropriate for "Residential" development and use. "Residential" areas should "reflect the full diversity of residential development densities and types typically found in a large urban municipality." Adding triplex residences to the neighborhood would increase the diversity of residence types and densities in the area, adhering to this component of the *Plan.*

The subject site and surrounding area are located within the Established Central Area (ECA) of the City. Locational guidelines for the ECA encourage infill development where public investment in existing and planned infrastructure can be maximized. Additionally, the *Plan* recommends infill development occur when the scale and intensity is compatible with existing uses. The proposed MF-18 Multi-Family Residential District zoning and triplex development are of a scale and intensity compatible with the surrounding neighborhood. The subject property is adjacent to duplex development to the west. Thus, the requested zone change is consistent with the development in the area.

Wichita: Places for People Plan: The subject area is identified as an "Area of Opportunity" by the *Wichita: Places for People Plan.* Areas of Opportunity are defined as "areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public and private, to assist in redefining and reinvigorating the area." Small-scale infill development, like the requested multi-family residential use, can be supported by the current market of the area, and build market support for larger development projects in the future.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**. This recommendation is based on the following findings:

1. The zoning, uses, and character of the neighborhood: The character of the neighborhood is residential with commercial uses on the nearby arterial street. Properties to the north and south are zoned SF-5 Single-Family Residential District and are developed with single-family dwellings. Property to the east is zoned GC General Commercial District with Protective Overlay #317 and is developed with a vacant lot. Properties to the west are zoned TF-3 Two-Family Residential District and GC General Commercial District with Protective Overlay #325 and are developed with duplexes and an HVAC business, respectively.

2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned SF-5 Single-Family Residential District and is suitable to be developed with a single-family residence.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all uses permitted in the MF-18 Multi-Family Residential District on the site. The applicant intends to develop the property with two triplexes, which is not out of character with the surrounding residential uses. Additionally, site development standards will minimize and mitigate any potential negative impacts to surrounding property by requiring screening and buffering.

4. Length of time subject property has remained vacant as zoned: The property has been vacant since 2022, when an existing single-family structure on site was demolished.

5. Relative gain to the public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of this request could provide an economic gain to the applicant, which is generally considered a gain to the public welfare. However, any gain must be considered in light of the possible negative impacts to the public welfare, including the effects of future development on neighboring properties. Denial could be regarded as a loss of economic opportunity for the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zone change is in conformance with the *Community Investments Plan* and the *Wichita: Places for People Plan*, as discussed in the staff report.

7. Impact of the proposed development on community facilities: The Planning Department does not anticipate the requested zone change will have a significant impact on community facilities. Existing public infrastructure at the site should accommodate uses under the proposed MF-18 District zoning.

8. Opposition or support of neighborhood residents: At the time of publication of the staff report, staff has not received any public comments regarding this case.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report.

GREENE: I don't know if Philip has had a chance to investigate further. Colorado Street, north of Douglas, if that is actually a street. According to the mobile land records for the county, it does not show it as being a street, however, it calls that kind of maybe a dirt access road of some sort and it appears to go to a property that's on the eastern portion of this requested zone change. To the south of that, it shows the residence there and the address is 115, I'm assuming North Colorado. I don't even know if Colorado Street is a street at that point.

PHILIP ZEVENBERGEN, CURRENT PLANS DIVISION MANAGER: I did a record search on the Register of Deeds. Colorado Street is not platted in the Parkwilde Addition, which is north of Douglas. It is platted, as you can see, south of Douglas. From the Register of Deeds for lots 9 and 7, which are those two predominant lots at the corner of West and Douglas, the only thing that I found is the west 20 feet was dedicated as the sanitary sewer easement, but I did not find any dedications of right-of-way or access. There were a few rejected documents in the Register of Deeds. I don't know what those were; I can't see them, but as far as I can tell, it's not right-of-way, there's no apparent dedication of right-of-way or access easement unless there's some sort of private agreement that's just not recorded. As far as I can tell, it's technically not a street.

GREENE: And I guess it begs the question, how do they access that eastern portion or that eastern lot there? 115 shows that to be dirt kind of curving up into the site that we are looking at to approve for rezoning but there's no record of it even existing, so how do we deal with that and how does the current property owner deal with this zoning request and blocking that off or requiring landscaping so that in fact there is no access into that eastern part of his lot?

ZEVENBERGEN: Well, his site plan shows a hammerhead and so he's not showing access onto Colorado Street, anyway. I think the burden of proof would be on property developers to show that they have access to the east. They could not necessarily assume access onto a private property down to the east. Again, I think the burden of proof would be on them to provide that documentation to show that Colorado Street is a public access point. Again, their site plan doesn't show that they're looking to use it as access; they're actually providing a hammerhead for a turnaround. So, I'm not really sure if it really is a point of conversation knowing they for all intense purposes don't have access to it and they have access off of Florence.

FOSTER: There's another no-access lot two lots to the north of the parcel under consideration. I think the access problems for those isolated lots should have been taken care of whenever the lot was split or whenever this alley or street was vacated. I don't know that this landowner is responsible for trying to process access to lots that don't have access now and if I'm wrong on that, I'd like somebody on staff to explain to me why I'm wrong.

ALDRICH: If there's no barricade there, I guarantee you people will encroach on somebody else's property.

FOSTER: I know but the lot to the south is apparently getting out to the east and then south across a commercial property. At least from the aerial that's what looks like happens. I have no idea how the two lots to the north is getting out. But, again, I don't know that this property owner is responsible for solving their problems of access.

ALDRICH: No, but if he's going to be developing that right there, he should at least either put in a hammerhead right there or some sort of barrier that would prevent any of those future residents from driving down there because that would be encroaching on somebody else's property.

GREENE: The full site plan does show a hammerhead there. Is that going to be curbed and guttered or is that just going to be a flat surface?

FOX: Can we at this point have the applicant who's hear come speak to the project and maybe he'll have answers for us.

OSCAR VELA, 3303 SOUTH BLUELAKE, WICHITA, APPLICANT (Translation by Christina Rieth): He says that he may change his site plan to do duplexes or apartments and the garage would be on the first floor and the living space would on the top floor and he would prefer to have that 20-foot drive to get in and out.

RIETH: I'll ask him about the curb and gutter question.

VELA (Translation by Christina Rieth): He says he's going to leave it straight.

FOX: Can you repeat that Christina?

RIETH: He says it's going to be plain; it's going to be straight; it's not going to be curbed and guttered.

FOX: No curb and gutter?

RIETH: Unless there's a requirement for him to do that then I can let him know about that.

ALDRICH: Can you ask him; does he intend to prevent any egress/ingress to that alley or the easement right there? Is he planning on using that as a street to get in and out of his complex?

VELA (Translation by Christina Rieth): He plans on having a fence on the south property line and that is required because of screening, but he does plan on having a fence on the south property line to prevent access.

ALDRICH: Okay because I think that was the whole thing to make sure there's some sort of a barrier because otherwise you're going to have those residents, they're not going to care, they have no problem encroaching on somebody else's property.

VELA (Translation by Christina Rieth): He said there's concerns of homeless people in the property to the south and the north side of this property as well.

FOX: Just another of his reasons for planning a fence in that area, am I understanding that correctly?

RIETH: Yes.

FOX: Commissioner Greene, did that answer the question you had or you had additional comment?

GREENE: It still doesn't clear up the possibility of once he gets all of these units built that they won't go east and then take that dirt path down to Douglas. I know we have screening on the north and the south property line, but I would almost like to have some screening, fence if possible, on the east property line to eliminate that possibility of people going east and then south down to Douglas.

BLICK: I'm looking at your site map and it looks like it's 50 feet wide, the street has a 6-foot side yard setback on the north side, a 6-foot side yard setback on the south side, so that would make that street 14-foot wide and then the houses would be 30-foot wide, also from north to south. Is that enough space to actually have a house, and are they going to be parking on the street or are they actually going to be parking on the property or inside the house like a garage?

PHIL MEYER, BAUGHMAN COMPANY, 315 ELLIS, WICHITA: I'm going to say agent for the applicant, only because our office did this sketch for him. We didn't have anything to do with filing the zone change but I am a little bit familiar with it. This is fully intended to be a private driveway. We're not doing a curb and gutter; we're going to do a concrete drive in there. We have no problem barricading the east or the south. I know he plans on doing a screening fence and rather we do a little 4-foot barrier at the end of the street, our intention is to be self-serving on our property, we don't want our residents sneaking out other ways nor do we want the adjoining properties rolling onto this pavement and getting in and out. So the barrier question, he'd be fine doing something on the east property line to create a barrier, if you put it that way, you can make it a fence if you want. Commissioner Blick, our drive is 20-foot wide with that so there's a 6-foot side yard setback, which is a building setback, so we're paving to the property line on the north line, we're honoring the side yard setback on the south line. I'm not sure if that answered your question or if I was tracking.

BLICK: So are they going to be parking on the private drive or are they going to have a garage?

MEYER: There's a garage.

BLICK: Okay, garage for each lot. So, the house is going to be with the garage is 30-foot from curb to the back sets?

MEYER: The unit is 24-foot wide.

FOX: And they're parking under it?

MEYER: Yes.

FOSTER: It looks like the house immediately to the south, that blocked off no access lot at 115, apparently has a garage facing north which means the only way they can get into and out of their garage is through this lot. Have you talked to these people at all?

MEYER: I cannot answer that.

FOSTER: Granted it's not your responsibility, but it looks like these people are going to be really stuck for a way to get in and out of their house once this developed goes in.

RIETH: Apparently, the house is abandoned, according to the applicant.

FOSTER: That's good.

MEYER: Commissioner Foster, Oscar is saying that the garage is facing east towards Colorado Street. I've not seen this to answer that.

FOX: This is why the homeless problem.

MEYER: So the front porch is on the west side of the house and the garage is on the east side of the house.

GREENE: When you guys did the concept plan for this, did you discover any street right-of-way to the east or what would be considered Colorado Street? Did you discover anything based on county records?

MEYER: Based on county records there was no right-of-way.

GREENE: Yeah, that's what I found on the mobile land records through the County GIS that there was nothing there. They show kind of I guess a little curved Colorado Street, but there is no right-of-way, which then I guess begs the question, how do they access this abandoned house, but it may not always be abandoned.

MEYER: I don't know if there's something grandfathered in or an access easement to the commercial lot; we've not researched lien or title.

SCOTT WADLE, PLANNING DIRECTOR: I'd just like to share that with the questions that have come up about Colorado – whenever we have an oddity that shows up like this, if we've done our research and it checks out that maybe it's not shown according to what our research is showing, we will refer that to GIS, both at the city and the county level, so they can address that and look into it further. Unfortunately, it doesn't help you with your deliberations today, but I just want to let you know we'll do some follow-up.

FOX: So that would be addressed prior to the final plat, etc.?

WADLE: Well, in this case, it's my understanding, the property is already platted, so it's more just a matter of cleaning up, make sure that the GIS is accurately reflecting the records, or if they find that there's a record that shows something different, making sure that that's more widely available. But from everything that we've seen and talked about so far, it's my belief, personally, that it doesn't appear that there's any access there so it's likely a GIS error.

GREENE: I guess the only comment I have is – I appreciate the fact that there will be screening to the south and then there'll also be some sort of a barrier on the east property line, separating this gentleman's property and the General Commercial property to the east.

MCKAY: Should the barrier be part of the requirement?

GREENE: Yes.

FOX: Would the applicant accept the directive to add a barrier on the east end of the property?

(Received an affirmative yes by unknown person)

WADLE: And to that end, if it's the Commission's wish to require that barrier, what I would advise is that as part of the motion, you would want to indicate that that would be a protective overlay because that would be the mechanism to apply that additional restriction on the property.

MCKAY: I'll make a motion that we approve subject to the staff comments, adding a protective overlay so that will protect having a barricade at the east end of the said property.

ALDRICH seconded the motion.

> **MOTION:** To approve subject to staff recommendation, adding a protective overlay for a barrier on the east side of the property.
>
> **MCKAY** moved, **ALDRICH** seconded the motion, and it carried (11-0).

MCKAY: I have a question for staff. Because of the one house to the south, we were talking about so much, I would imagine what happened was they were using whatever way to get in and out of that. Somebody mentioned egress and ingress a while ago for that house – that can't be tied to this application, that's all – I just wanted to make sure that everybody knew that.

WADLE: For the folks who are joining remotely, the answer was not, it cannot be tied to this application.

MCKAY: I just want to make sure for the record it's not going to be required.

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2023-00045

Date: September 18, 2023

The Metropolitan Area Planning Department presented this case for consideration by the District 6 Advisory Board. The applicant is requesting a zone change from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District for multi-family development. The subject site is 0.34 acres in size and is generally located on the east side of North Florence Avenue, within 200 feet north of West Douglas Avenue. The parcel is currently undeveloped.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be approved. This recommendation is based on the following findings:

1.The zoning, uses, and character of the neighborhood: The character of the neighborhood is residential with commercial uses on the nearby arterial street. Properties to the north and south are zoned SF-5 Single-Family Residential District and are developed with single-family dwellings. Property to the east is zoned GC General Commercial District with Protective Overlay #317 and is developed with a vacant lot. Properties to the west are zoned TF-3 Two-Family Residential District and GC General Commercial District with Protective Overlay #325 and are developed with duplexes and an HVAC business, respectively.

2.The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned SF-5 Single-Family Residential District and is suitable to be developed with a single-family residence.

3.Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would allow all uses permitted in the MF-18 Multi-Family Residential District on the site. The applicant intends to develop the property with two triplexes, which is not out of character with the surrounding residential uses. Additionally, site development standards will minimize and mitigate any potential negative impacts to surrounding property by requiring screening and buffering.

4.Length of time subject property has remained vacant as zoned: The property has been vacant since 2022, when an existing single-family structure on site was demolished.

5. Relative gain to the public health, safety, and welfare as compared to the loss in value or the

hardship imposed upon the applicant: Approval of this request could provide an economic gain to the applicant, which is generally considered a gain to the public welfare. However, any gain must be considered in light of the possible negative impacts to the public welfare, including the effects of future development on neighboring properties. Denial could be regarded as a loss of economic opportunity for the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zone change is in conformance with the Community Investments Plan and the Wichita: Places for People Plan, as discussed in the staff report.

7. Impact of the proposed development on community facilities: The Planning Department does not anticipate the requested zone change will have a significant impact on community facilities. Existing public infrastructure at the site should accommodate uses under the proposed MF-18 District zoning.

8. Opposition or support of neighborhood residents: At the time of publication of the staff report, staff has not received any public comments regarding this case.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by MAPD, DAB and members of made the following comments:

DAB (Q): How big are the units, and how many people can be housed in each of the five units.

Applicant (A): It’s going to be two story with two bedrooms on the second floor, a living room and a two-car garage.

DAB (C): There was nothing in the protective overlay about design compatibility. I’m concerned regarding the design criteria that the developer may come up with.

Staff (A): We don't have any design guidelines that are implemented in terms of the code.

DAB (C): There seems to be an abundance of multiple housing units popping up in the metro area with single sloped roof. The design is not compatible with neighborhoods.

Applicant (A): The lot is narrow and I want to develop housing that is comfortable for a family. A two story with a two-car garage seemed to be the best idea.

DAB (C): This is my neighborhood and I live nearby here. The neighborhood is already a good mix of different styles of housing and different styles of architecture. I have serious doubt that anything the applicant would build it would really stick out from what's already in this neighborhood. I love the fact that this is multifamily housing. Anytime that we can add density and make neighborhoods more walkable it’s a great thing. I'm definitely in favor of this.

DAB (A): Do you expect the roofline on this to be a single pitch or standard double pitch?

Applicant (A): Standard double pitch.

No further questions from the public or agent, the discussion returned to the DAB for a motion.

Javan Gonzalez made a motion to **APPROVE** staff’s recommendation without the protective

overlay of screening on the East property line. No second, motion fails.

DAB (Q): What is on the other side of the East property line?

Staff displays aerial of the property.

DAB (C): I made the motion to go with the staff recommendation with no protective overlay because I don't like to deal in hypotheticals.

DAB (Q): If we were to approve it without the overlay, would have to go to council because the DAB and MAPC votes are different?

Staff (A): It goes to council regardless, but it would go as a non-consent item if votes are different.

Action Taken: Mark Baker made a motion to **APPROVE** MAPC's recommendation with the protective overlay. The motion was seconded by Lisa Tatum.

MOTION APPROVED 6-0

Respectfully submitted,

Ana Lopez
Community Services Representative
District 6

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 13, 2023

ORDINANCE NO. 52-275

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2023-00045

Zone change request in the City from SF-5 Single-Family Residential District to MF-18 Multi-Family Residential District, subject to the provisions of Protective Overlay #421, on property legally described as:

The South 50 feet of the North 75 feet of Lot 8, Block 24, Parkwilde Addition to the City of Wichita, Sedgwick County, Kansas.

Protective Overlay #421

1. Screening shall be required on the east property line.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 10th day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-14

City of Wichita
City Council Meeting
October 3, 2023

TO: Mayor and City Council

SUBJECT: ZON2023-00047 – Zone Change Request in the City from SF-5 Single-Family and TF-3 Two-Family to GC General Commercial, Subject to Protective Overlay #416, for Expansion of Existing Automotive Repair and Body Shop Facility, Located between North Hoover Avenue and Highway Interstate 235 (721 North Hoover). (District VI)

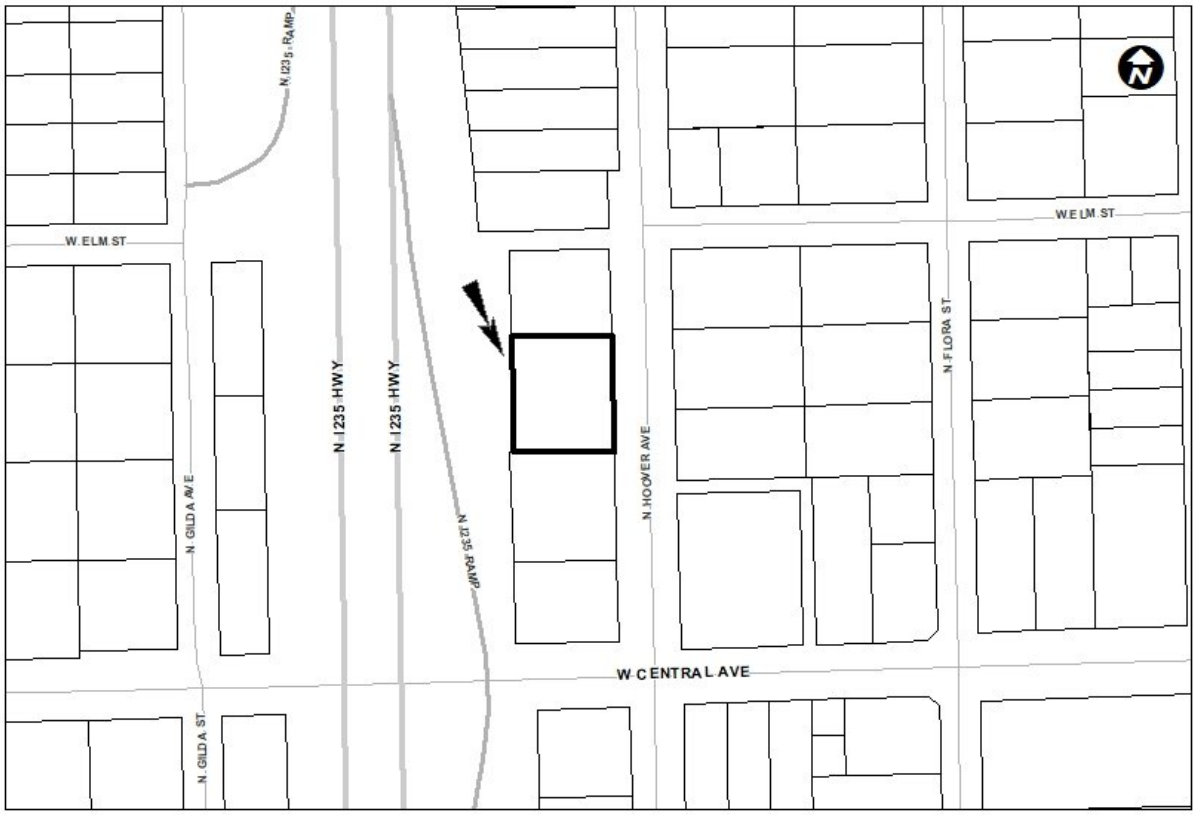
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to Protective Overlay #416 (10-1).

MAPD Staff Recommendation: Deny.

DAB VI Recommendation: Approve, subject to Protective Overlay #416 (5-1).



Background: The applicant is requesting a zone change from SF-5 Single-Family Residential District and TF-3 Two-Family Residential District to GC General Commercial District. The 0.57-acre property is located on the west side of North Hoover Avenue, within one-block north of West Central Avenue (721 North Hoover Avenue). The subject site is currently developed with a vacant residential dwelling.

The applicant is filing the zone change request for the expansion of existing automotive repair, body shop facility, and roofing services. The applicant owns the two properties directly south of the subject site, which are on and adjacent to the northwest corner of North Hoover Avenue and West Central Avenue. They are developed with a roofing company and an automotive repair and sales facility.

According to the site plan, the applicant plans to construct two new buildings on the property. The existing approach on the southern end of the subject site will be removed and replaced with another approach in the middle of the subject site. Moving the driveway to this location may increase negative impacts associated with commercial development on the adjacent residential properties. The new drive for the proposed development will be across the street from two residential properties. For the building on the southern end of the property, it will have nine parking spaces, including one accessible parking space. It will be built 30 feet from the front setback. The northern building will have 16 parking spaces, including one accessible space. There will be a rolling gate into the storage area where vehicles are waiting to be repaired. Screening will be installed on the north, east, and west sides of the property, and landscaping will be installed on the east side of the property.

The character of the neighborhood is residential with commercial development on or near the arterial street. Property to the north is zoned SF-5 Single-Family Residential District and is developed with a single-family dwelling. Property to the south is owned by the applicant and is zoned GC General Commercial District, subject to Protective Overlay #282. It is developed with a roofing and auto body facility. Properties to the east are zoned TF-3 Two-Family Residential District and SF-5 Single-Family Residential District and are developed with single-family residences. Directly west of the subject site is Interstate 235.

Analysis: On August 24, 2023, the Metropolitan Area Planning Commission (MAPC) recommended approval (10-1) of the zone change subject to Protective Overlay #416. The MAPC also voted to modify the staff-recommended Protective Overlay to an eight-foot landscape buffer instead of a 10-foot landscape buffer. One member of the public spoke in opposition to the requested zone change with traffic concerns.

On September 11, 2023, the District Advisory Board (DAB) VI recommended approval (5-1) of the requested zone change subject to Protective Overlay #416. DAB members also voted to modify the staff-recommended Protective Overlay to an eight-foot landscape buffer. No members of the public spoke at this public hearing.

No protest petitions were received for this case. Therefore, the zone change request can be approved with a simple majority vote (four of seven votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

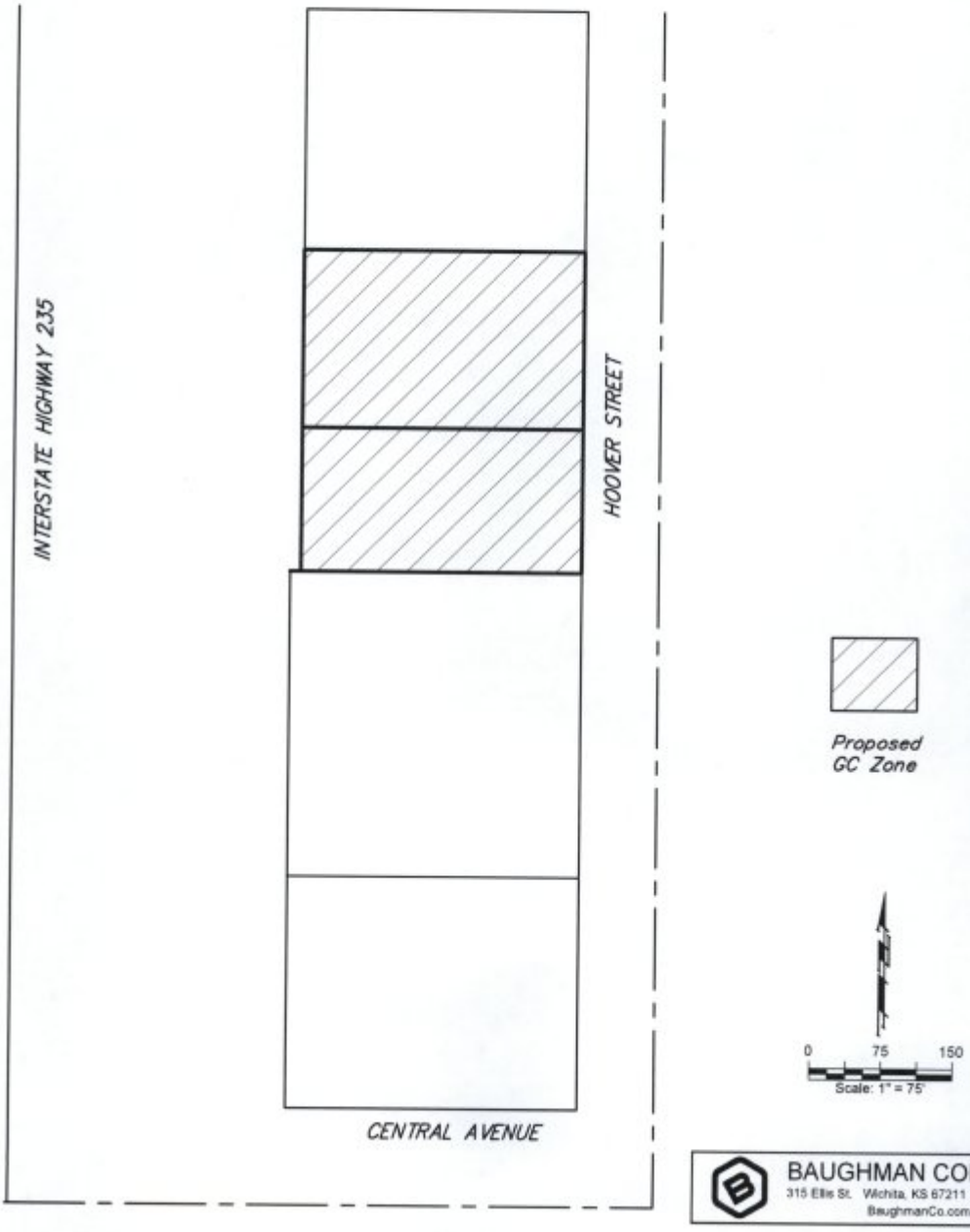
Attachments:

1. Site Plans
2. Aerial Map
3. Zoning Map
4. Community Investments Plan Future Growth Concept Map
5. Preliminary Site Plan
6. Site Pictures
7. MAPC Minutes
8. DAB VI Report
9. Ordinance

ZONING EXHIBIT

S.H. SAMPSON ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

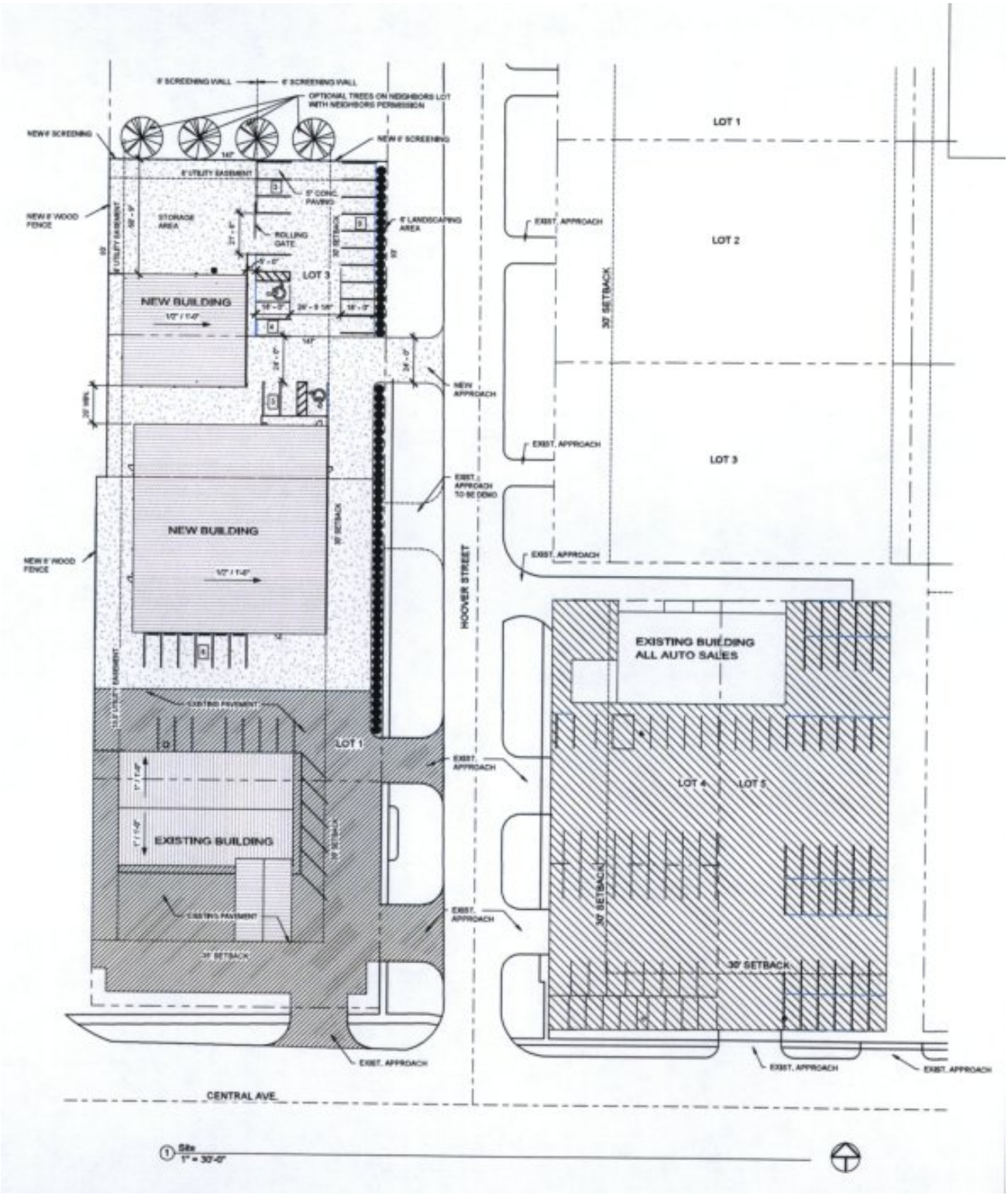
LOTS 2 AND 3, Block A



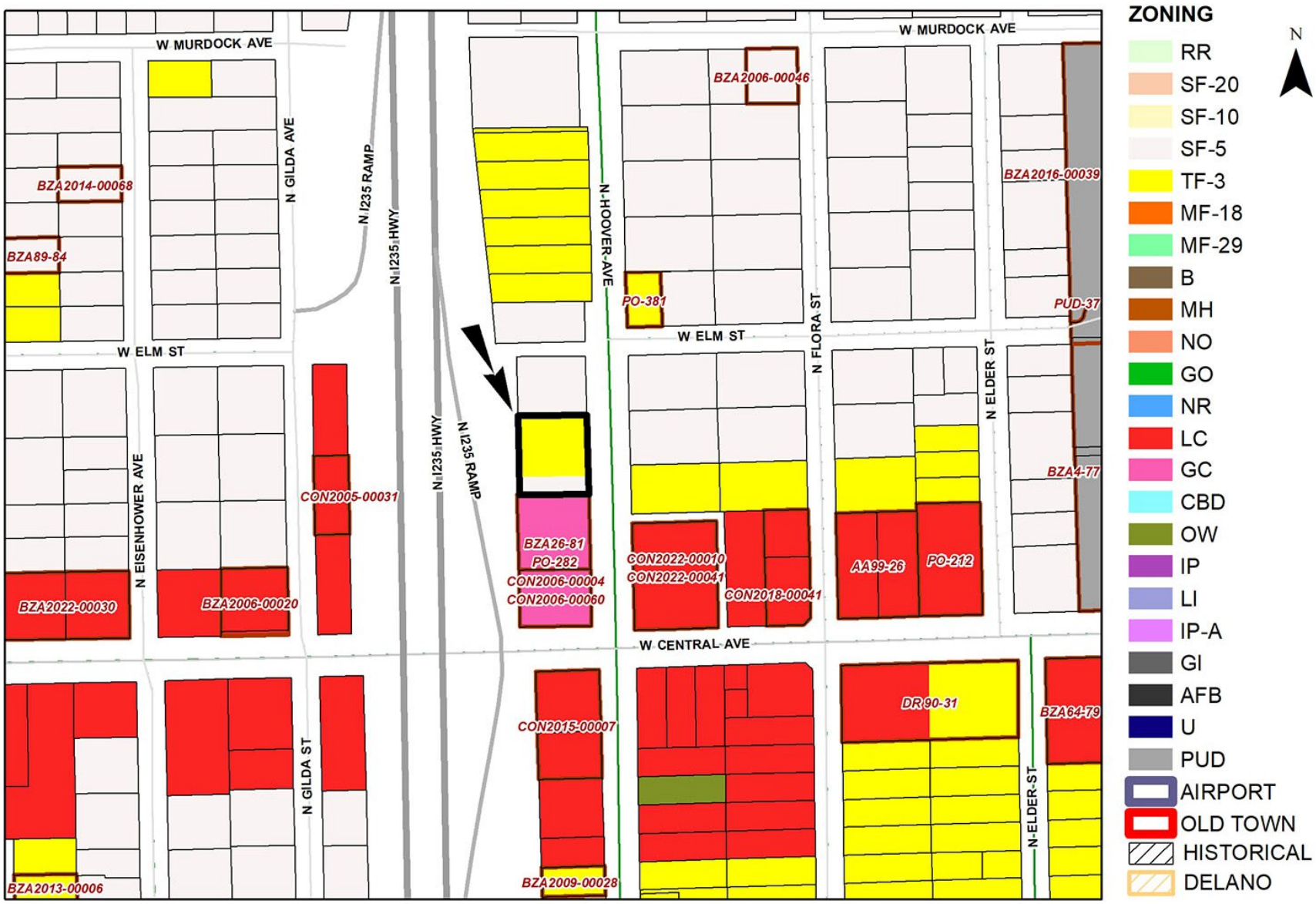
Proposed
GC Zone

BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7271
BaughmanCo.com

F:\planning\Zoning\Sampson SH Addition_ZC\Zoning Exhibit.dwg


6' SCREENING WALL
6' SCREENING WALL
OPTIONAL TREES ON NEIGHBORS LOT WITH NEIGHBORS PERMISSION
NEW 6' SCREENING
NEW 6' SCREENING
6' UTILITY EASEMENT
5' CONC. PAVING
NEW 6' WOOD FENCE
STORAGE AREA
ROLLING GATE
6' LANDSCAPING AREA
30' SETBACK
LOT 3
NEW BUILDING
NEW APPROACH
EXIST. APPROACH
EXIST. APPROACH TO BE DEMO
NEW BUILDING
NEW 6' WOOD FENCE
HOOVER STREET
EXISTING PAVEMENT
LOT 1
EXISTING BUILDING
EXIST. APPROACH
EXIST. APPROACH
30' SETBACK
EXIST. APPROACH
CENTRAL AVE.
LOT 1
LOT 2
LOT 3
EXIST. APPROACH
30' SETBACK
EXIST. APPROACH
EXISTING BUIEDING
ALL AUTO SALES
LOT 4
LOT 5
30' SETBACK
30' SETBACK
EXIST. APPROACH
EXIST. APPROACH
EXIST. APPROACH
1 Site
1" = 30'-0"

W ELM ST
N HOOVER AVE
N I235 HWY
N I235 HWY
N I235 RAMP
W CENTRAL AVE
N


W MURDOCK AVE
W MURDOCK AVE
N GILDA AVE
N I235 RAMP
N I235 HWY
N I235 HWY
N I235 RAMP
N HOOVER AVE
N FLORA ST
N ELDER ST
W ELM ST
W ELM ST
N EISENHOWER AVE
W CENTRAL AVE
N GILDA ST
N ELDER ST
BZA2014-00068
BZA89-84
BZA2006-00046
BZA2016-00039
PO-381
PUD-37
CON2005-00031
BZA4-77
BZA26-81
PO-282
CON2006-00004
CON2006-00060
CON2022-00010
CON2022-00041
CON2018-00041
AA99-26
PO-212
BZA2022-00030
BZA2006-00020
CON2015-00007
DR 90-31
BZA64-79
BZA2013-00006
BZA2009-00028
ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
HISTORICAL
DELANO
N

2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

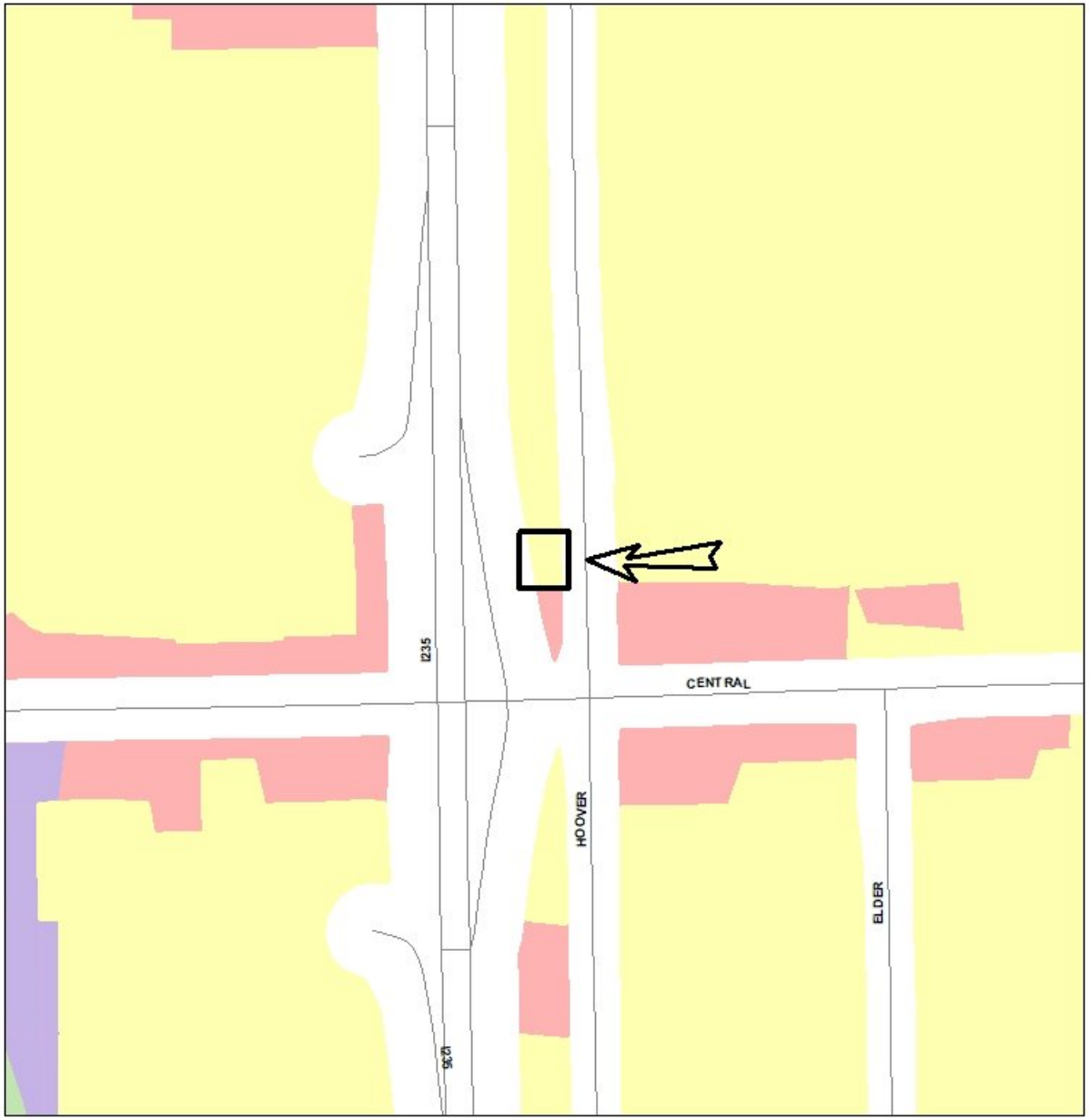
Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N



Looking west towards site

Looking east away from site

Looking south away from site

Looking north away from site

4.8 ZON2023-00047: Zone change request in the City from SF-5 Single-Family and TF-3 Two-Family to GC General Commercial, subject to Protective Overlay #416, for expansion of existing automotive repair and body shop facility; located between North Hoover Avenue and Highway Interstate 235 (721 North Hoover).

Lots 2 and 3, Block A, S. H. Sampson Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential District and TF-3 Two-Family Residential District to GC General Commercial District. The 0.57-acre property is located on the west side of North Hoover Avenue, within one-block north of West Central Avenue (721 North Hoover Avenue). The subject site is currently developed with a vacant residential dwelling.

The applicant is filing the zone change request for the expansion of existing automotive repair, body shop facility, and roofing services. The applicant owns the two properties directly south of the subject site, which are on and adjacent to the northwest corner of North Hoover Avenue and West Central Avenue. They are developed with a roofing company and an automotive repair and sales facility.

According to the site plan, the applicant plans to construct two new buildings on the property. The existing approach on the southern end of the subject site will be removed and replaced with another approach in the middle of the subject site. Moving the driveway to this location may increase negative impacts associated with commercial development on the adjacent residential properties. The new drive for the proposed development will be across the street from two residential properties. For the building on the southern end of the property, it will have nine parking spaces, including one accessible parking space. It will be built 30 feet from the front setback. The northern building will have 16 parking spaces, including one accessible space. There will be a rolling gate into the storage area where vehicles are waiting to be repaired. Screening will be installed on the north, east, and west sides of the property, and landscaping will be installed on the east side of the property.

The character of the neighborhood is residential with commercial development on or near the arterial street. Property to the north is zoned SF-5 Single-Family Residential District and is developed with a single-family dwelling. Property to the south is owned by the applicant and is zoned GC General Commercial District, subject to Protective Overlay #282. It is developed with a roofing and auto body facility. Properties to the east are zoned TF-3 Two-Family Residential District and SF-5 Single-Family Residential District and are developed with single-family residences. Directly west of the subject site is Interstate 235.

CASE HISTORY: On November 20, 1967, the subject site was platted as Lots 2 and 3, Block A of the S.H. Sampson Addition. There are no zoning cases associated with this property.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family dwelling
SOUTH:	GC with PO #282	Roofing and auto body repair shops
EAST:	TF-3, SF-5	Single-family dwellings
WEST:	None	Interstate 235

PUBLIC SERVICES: The subject site currently has access to North Hoover Avenue, which is a paved, two-way local street with no sidewalks. Water is provided on site, but sewer will need to be extended to accommodate the new development. Wichita Transit has a stop within 150 feet south of the subject site, on the northeast corner of West Central Avenue and North Hoover Avenue.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is not in conformance with the *Community Investments Plan*. The *Community Investments Plan* (the Wichita-Sedgwick County Comprehensive Plan), which includes the 2035 Future Growth Concept Map, recommends the subject site as appropriate for "Residential" uses. The *Plan* defines "Residential" as "*areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing densities and types includes, but is not limited to, single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care, and nursing homes). Elementary and middle schools, churches, playgrounds, small parks and other similar residential-serving uses are located in these areas.*" Commercial development is thus not an appropriate use for this land.

The general Development Pattern of the *Community Investments Plan* states that "Major commercial and employment centers should be located at intersections of arterial streets and along highways and commercial corridors." The requested zone change and proposed use is along a residential street. The Land Use Compatibility Guidelines state that "Higher-intensity development should be discouraged from locating in areas of existing lower-intensity development, particularly established low-density residential areas." The requested zone change is proposing a high-intensity development in an established low-density residential area.

The requested zone change is not in conformance with the goals of the *Wichita: Places for People Plan.* The *Wichita: Places for People Plan* provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles." The *Plan* recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested Conditional Use is not in conformance with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The context of the environment is mostly residential with higher intensity commercial uses along the Central Avenue corridor.

The subject property is located within an area identified as an "Area of Opportunity." The Places for People Plan defines Areas of Opportunity as those "areas with disconnected development patterns and a lack of walkable places and facilities. These areas need strategic reinvestment, both public and private, to assist in redefining and reinvigorating the area." The proposed use primarily focuses on automobiles and does not emphasize walkability in the area. The proposed use also continues a disconnected development pattern by promoting commercial development and increased vehicular traffic to encroach into a residential neighborhood.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the zone change request be **DENIED**. This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The character of the neighborhood is residential with commercial development on or near the arterial street. Property to the north is zoned SF-5 Single-Family Residential District and is developed with a single-family dwelling. Property to the south is owned by the applicant and is zoned GC General Commercial District, subject to Protective Overlay #282. It is developed with a roof repair and auto body facility. Properties to the east are zoned TF-3 Two-Family Residential District and SF-5 Single-Family Residential District and are developed with single-family residences. Directly west of the subject

site is Interstate 235. Because of the zoning, uses, and character of the neighborhood, commercial zoning encroaching into a residential neighborhood is not an appropriate use of the land.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is presently zoned SF-5 Single-Family Residential District and TF-3 Two-Family Residential District, which are suitable for a limited number of residential, public, and civic uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Staff anticipates that the requested zone change will have a detrimental effect on nearby properties. The requested zone change may alter the uses and character of the neighborhood, and the intended uses on the property may bring light pollution, additional traffic, fumes, and odor to a residential neighborhood.

4. **Length of time subject property has remained vacant as zoned:** The property has been developed with a residential dwelling that was constructed in 1953. The residential dwelling is currently vacant.

5. **Relative gain to public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the application may result in light pollution, fumes, and odor in a residential neighborhood due to the intensity of the uses in the requested zone change. Denial may result in the loss of opportunity and enjoyment for the applicant.

6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies**: The requested zoning is not in conformance with the *Community Investments Plan* or the *Wichita: Places for People Plan*, as discussed in the staff report.

7. **Impact of the proposed development on community facilities:** The Planning Department does not anticipate the requested zone change will have a significant impact on community facilities.

8. **Opposition or support of neighborhood residents:** At the time the staff report was prepared, staff has not received any public comment on the requested zone change.

Should the MAPC find that the Conditional Use be approved, it is recommended that the MAPC adopt alternate findings supporting their recommendation. Staff recommends a Protective Overlay, should the requested zone change be approved:

Recommended Protective Overlay #416

1. Permitted uses are restricted to those uses permitted by-right in the NR Neighborhood Retail District plus “Vehicle Repair, General”, “Vehicle Repair, Limited”, and “Construction Sales and Service”.
2. All vehicles that are awaiting repair for the body and paint, mechanical, and electrical or similar repair are to be screened from ground view from abutting/adjoining properties and from abutting streets. The vehicles will be stored in an area surrounded with solid screening and a solid gate. Solid screening shall be provided per the Unified Zoning Code. No tires or parts will be stored outside the screened area. All dumpsters, trash containers and containers for oil or automotive fluids shall be located within the solid screened area where the vehicles are stored while waiting for repair. All solid screening shall be installed within 60 days of approval by the governing body.
3. Signs are restricted to those permitted in the NR Neighborhood Retail District.
4. The area where vehicles are stored waiting for repair shall be paved.
5. The paint and body shop shall comply with all local, state and federal regulations.

6. All work on vehicles must be performed in an enclosed space near the western property line.
7. A site plan shall be provided for review and final approval within 60 days of approval by the governing body. The site plan shall show parking for customers and employees, screening, landscaping, the area where vehicles awaiting repair are stored, trash receptacles, and all existing development.
8. Landscaping shall be 1-½ times the Landscape Ordinance, including a 10-foot wide landscape buffer provided along the north and east sides of the site. No storage of vehicles shall be located within that 10-foot wide landscape buffer. All landscaping shall be planted prior to the issuance of occupancy permits.

If the Planning Commission recommends that Vehicle and Equipment Sales, Outdoor is permitted, it is recommended that said use be subject to Supplementary Use Regulations in Section III-D.6.x.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report.

WARREN: Do you know how the property we're look at has been vacant?

RIETH: I don't have that information.

WILLIAMS-BEY: Is the residence you indicated in the packet occupied or is that vacant?

RIETH: Which residence?

WILLIAMS-BEY: The one you showed on the slide there.

RIETH: I believe she's actually online to speak on this item because I've been in conversation with her before for a different zoning case.

PHIL MEYER, BAUGHMAN COMPANY, 315 ELLIS, WICHITA, AGENT: I understand, and this is my personal opinion on this one, I think staff is opposed to this because we're encroaching into the neighborhood kind of a principle issue from their standpoint that we shouldn't be encroaching into residential neighborhoods. I would point out to the Planning Commission that this is a unique situation for that argument. If you drive along Central, you use the entrance ramp onto 235, you drive up and down 235, there's an old car wash sitting back here that has been an eyesore to this community for 30 years. That property has not been very well taken care of. Now the owner of the property today, I think has done a great job of cleaning up the front of this and runs his automotive sales business on the front of this. He also owns and operates this facility on this side, has done a nice job of cleaning this stuff up. This is kind of his next step to clean this up and he's looking to expand this facility and clean up that old car wash, tear it down, put something new in there. I also want to talk about you know from 235, I understand their desire to protect the residents, I'm not downplaying, that we have how many citizens that drive up and down this highway that look at what this property looks like today and we have a chance to clean it up, if you're willing to approve this zone change today. If I could have you go back to the site plan that the architect provided with our submittal, and so when this site plan pops up, this line right here is the line of the existing zoning so that car wash is sitting in here and so we're doing a new building here that will be part of the automotive operation and this is a construction service building that would be back here. Yes, we are asking to move this driveway. When we move it up to here, we put it on the common property line so lights and stuff are running down the property line. This is pretty close to that driveway here. We do have the east line of this property fenced today. We will be doing a fence along here. We will be doing a fence or wall along the north property line, and we plan on fencing the west property line when we do this. We're in agreement for the most part. I'm going to go to page 4 of the Protective Overlay, the eight items that staff recommends if Planning Commission decides to approve this. I'm good with two through

seven. Number one limits it to Neighborhood Retail and then allows us the three operations we want to do which is vehicle repair, general vehicle repair, limited construction sales and service; I can live with that. I tell Planning Commission that so if Planning Commission wants to approve it subject to that, I'm good with that. I've also put together a list of if we leave it GC, here's some uses that we could eliminate with the Protective Overlay – cemetery, all the recycling uses, reverse vending, animal care general, car washes, event centers, farmers art market, kennels, boarding, recreational indoor/outdoor (inaudible), asphalt plants – we can take away the heavy uses so if you'd like to approve it with, I can turn this in to staff today – approve it with GC and this list of potential heavy uses removed from the GC, I'm good with that. If you want to approve it with the Neighborhood Retail and those three uses, we can live with that because it fits what we're doing today. Down the road, I don't know. Item eight, I would really like you to approve that with 8-foot landscape buffer instead of a 10-foot landscape buffer. If you look at the site plan here, we've got an 8-foot buffer; that 2-foot really hurts the circulation around this site. If you want to approve it with a 10, I'll take that, but it's going to take an adjustment to the plans that we're proposing to build because that drive just isn't adequate if I pull two more foot out of it. But we do have a row of shrubs here, we will put a screening fence along the east side. I would like your approval to have the flexibility that if we get permission from the neighbor to the north that we can do our landscape and buffering on their property and if we can't get permission from the neighbor to the north, we will revise this site plan to put 8 or 10-foot buffer along our north property line.

ALDRICH: I used to actually wash my cars over there at one time and it's a shame that the applicant hasn't tore that down and he's had many opportunities to do that. It's been anywhere from car storage to everything else in there, and I agree it is an eyesore but it's a shame that that wasn't addressed years ago. I know a lot of the neighborhood associations over there has tried to do a lot of things to help improve the neighborhood and everything else on the residential, and me, personally, I just don't think this is a good fit. I think staff's comments and recommendations hold true. I also think that with the traffic issues right now that are facing to getting on Central from Hoover and turning in, making your left-hand turn as you're traveling east on there, is a nightmare right now and I think that you're just going to add more traffic congestion right there if this is approved.

BLICK: Can you go back to the aerial that had the 235? Question I have for you Phil is, is I'm looking to the, just for observation, to the west of 235 you'll see it's commercial property all the way along that whole side and on the west of that street is actually residential so I can kind of see how this would actually kind of line up on both sides of the highway and it has residential on the east side and on the west side on the other side of Gilda Street, so it kind of blends in, falling along that highway with commercial. I know it's getting into the neighborhood and (inaudible) neighborhood associations and stuff, but I see that if there's a way to fix this and clean it and it's abandoned house also, I could definitely see that it could actually work. But when I was looking at the other side and looking at that area, I can see that Gilda is almost identical to the just the flip on the other side of 235.

NICKS: So, in your estimation, how much additional traffic do you think this facility would generate?

MEYER: It's not a high traffic generator. The construction building is going to be a roofing company; actually operates out of this facility over here now, so I don't know if it's going to general a lot of additional traffic. The proposed building that we're doing here is for the automotive repair and it's for commercial use. I say a minimal amount of traffic that comes in and out of those compared to restaurants or other commercial activities.

FOX: If the landscape buffer were narrowed, does that mean that within that arena you could have your internal traffic there versus going out to the street and up and over? Is that why you want more room with the space?

MEYER: It allows them to come back and forth inside of the facility. It would be nice to have the driveway that they're proposing back here; that'll be up to Planning Commission. I mean it's a two-prong step; you guys can eliminate that driveway if you want to, to get this thing approved, then we'll have to figure out how they're going to circulate interior and then there's also the Traffic Engineer that has to issue the driveway permit, so it's a two-step process for me.

SCOTT WADLE, PLANNING DIRECTOR: I would just add that in talking with staff, we don't have a lot of heartburn about the 10-feet to 8-feet. The reason why it was recommended at 10-feet is because that's consistent with the zoning immediately to the south of the subject site.

GREENE: I guess I kind of have to agree with Commissioner Blick on this. The General Commercial says that it needs to be adjacent to arterial or highway and the way I see this property, the entire back lot line of this property is adjacent to highway. I don't know how much more you could have where it meets the requirement for General Commercial on this. I just don't see it to be that much of a stretch to go and approve this as requested to the north line with General Commercial or option one of the Protective Overlay that the applicant has agreed to go with on the Neighborhood Retail District and restricted to just the items that they want.

JOHN EKELER, 726 NORTH HOOVER, WICHITA: I live northeast of this. I'll say that Global does a good job with their grass and everything over there. My biggest worry is they've done a lot of development already down Hoover and the traffic is pretty terrible now; it's almost a commercial street if you did numbers on that. They've tried to slow down some of the truck traffic but it's more of a bypass. Plus all the other apartments and duplexes or whatever they put in that it's getting to not be a good street anymore, it used to be a residential street, and now it's pretty much a throughway. I'm worried when you change over to commercial I don't what it will end up doing on down the road there. Granted that place, I don't know what happened over there, but there's nobody in it, and then even the next place, the guy's been sick so he's hardly ever there, so then you know it's going to open up more commercial straight on down Hoover and then at some point it becomes kind of unlivable even no matter how you look at it, so that's my biggest worry is that the more commercial and it's bad enough having the duplexes and apartments, and they keep doing more of them down there, everybody's taking advantage of that area and it just creates more traffic because that's really the only street out of that area to 13th and Central so it gets heavily used. I don't know what the alternative is, if they don't develop with that, they're going to put a duplex in there, so one way or the other.

BLICK: Recently, over on Flora Street, we voted to approve that dog kennel that's just right on that corner, and in a lot of those new businesses are on Central Street, do you see that going further into that neighborhood, it's going to increase more traffic north, or do you think they're just going to go up to that property and just say south on Hoover, or are you just more worried about that intersection right there?

EKELER: Well, there's still a lot of gravel streets around there so just naturally anybody that's in that neighborhood, you're going to end up on Hoover, which actually Hoover is a mile road, but it's been treated as a residential all this time and now after it got blacktopped in there, which I don't even know if it's wide enough for a commercial but it's now pretty much the main road through there. My drive comes straight out on Hoover so a lot of times it can be difficult. I don't know how people that live on Central; I have to imagine that's pretty hard to get in and out of there sometime and that's what it's getting to be over there.

BLICK: So, do you think it's more of just a congestion your concern down on Central and Hoover, or more traffic that's going to be on Hoover up by your house?

EKELER: You're going to have both. The congestion. A lot times, I don't even go that way if it's the busy time of day, I'll actually go back the other way, because if somebody tries to take a left or anything, Central backs up right there too, they got all of them lights down there. At one time I was under the understanding they was going to do something with the Central and 235 intersection there to help relieve some of that but it hasn't happened and so I don't know where that's at but the commercial part of it is just I don't know what could end up being over there. Right now, he can have this but once it gets zoned commercial then who knows what you could end up with over there. I don't know if the next property could put in a bar or whatever.

MEYER: As my opposition stated, Global does do a good job of cleaning up and taking care of their property. And yes, Commissioner Aldrich, the car wash could have been torn down a long time ago. This is our opportunity now with the new construction where it makes economic sense to take this down. We can clean this property up along Highway 235. We're willing to do the landscape buffer to help protect the neighborhood. You guys can make the decision you want to make about the additional driveway to Hoover but we were trying to scoot it north and center it between lots, reducing the impact to the neighbors.

FOSTER: The driveway location, and I understand normally it's a good idea to put it where it is the opposite a lot line, but the way the two houses across the street are laid out those are what appear to be probably living room windows right there, as opposed to having it opposite one of their driveways where it would be opposite a garage. Is it possible to shift that driveway so it's not aimed straight at their houses?

MEYER: We could move it to the north line of the proposed zone change if that location suits Planning Commission better.

FOSTER: I think it would suit me better at least.

WARREN: As I look at this it's got to be either some type of residential or some type of commercial and based on its location, how it backs up to I-235, to me, commercial makes a lot more sense than residential, so I'll wait to see if someone wants to make a motion because I don't know which way to go.

ALDRICH: I'd just like to say when ever since they developed the flyover I guess to connect to east traffic if you will from that 235 and Central, which used to be a huge mess, some of the configurations that they've done has eased that quite a bit, we're starting to see more traffic grow again and ever since that they did that flyover to get up over there off Zoo and that area over there and then they connected by paving Hoover all the way around to 13th Street that amount of traffic has literally just increased because there are a lot of dirt roads there still and people want to get off that and go over to Hoover. They even got signage there at Central and Hoover not to block the intersection, and unfortunately a lot of people still don't know how to read, it is literally a nightmare to get in and out right there. I think this is going to increase that density, and if I lived right across the street from here, I sure wouldn't want that, but at some point you have to consider the residential areas right there and me, personally, I don't think this is a good fit right there. During the heavy traffic hours, you've got traffic backed up quite a long ways, so it's almost impossible to get in right there and again, I just don't think it's a good fit.

GREENE: I was just going to agree with Commissioner Warren's comments. I would even consider what the applicant has said that it would be willing to go ahead and make this a Neighborhood Residential or Neighborhood Retail District, allowing the three uses that they are planning on using there as opposed to making it General Commercial. I don't have a problem with the 8-foot landscaping barrier either on that as opposed to the 10-foot.

FOX: Yes, he did say he could live with the Neighborhood Residential, which would limit future uses that were more intense.

B. JOHNSON: This is a tough case. I understand why staff denied it, but very few places do you have a lot that's backing up to 235 and the amount of traffic and especially with the on-ramp. It's one thing to be running down the highway, another thing to be accelerating to get up on there to beat somebody so they can get in, so I'm going to support approving it with the agreements that they have made, just for that reason.

FOX: There are paving dollars that the City has set aside to pave more of the dirt streets without any assessment to neighborhoods. Do we have any ability to say, please, look at this area so there would be more paved streets in that area as quickly as possible, or is that all mapped out already?

WADLE: I believe that that's mapped out and they prioritize that based on some metrics that they have in terms of is it next to schools and then also other targeted populations. If you would like, though, what we can do is, again, take this snippet from the minutes and then share that with the staff that are working on this. If you're passionate about that, then you could always reach out to the individuals who have appointed you to express that, especially if you're a City appointee.

ALDRICH: For several years, I used to live in that Orchard Park area. For several years, I fought and fought and fought to get dirt roads eliminated out there, and I've always had the philosophy there shouldn't be any dirt roads in the inner core City, especially the largest city in Kansas, but, unfortunately, the way things were set up, you had to have the majority of the property owners to do their petition and the majority of the property owners lived out of state and stuff like that and there were rentals and they weren't going to do that, and a lot of duplexes and everything else has been built along Hoover right there from 9th Street, matter of fact, all the way up to Central. And there's a lot of traffic there. Granted, I know there needs to be something done there, and it needs to be cleaned up, and I wish it was done years ago but it hasn't been. If nothing else, and I'm not a big fan of duplexes, I'd like to see more residential go in right there. But, at some point, you have to have a buffer and there's a reason why staff made their recommendations to deny, and I happen to agree with staff recommendations.

BLICK: I have a question for staff. I noticed there's a billboard on that property to the south. Can they put a billboard onto the property north or is too close?

PHILIP ZEVENBERGEN, CURRENT PLANS DIVISION MANAGER: The way the Protective Overlay is written is that signs would be restricted to the NR District as well which don't allow billboards.

FOSTER: I think I'm ready to make a motion unless somebody else really wants to. I think we've covered this. I would like to move that the application be approved with that Protective Overlay as in the staff report with the exception that on Item 8 it'd be an 8-foot landscape buffer instead of a 10-foot landscape buffer. For the findings, I think we would need to say that the character of the neighborhood is in fact mixed use and that the proximity to Highway 235 makes this an appropriate zone change.

> **MOTION:** To approve per Protective Overlay with the exception of changing Item 8 to 8-foot landscape buffer instead of a 10-foot landscape buffer.
>
> **FOSTER** moved, **J. JOHNSON** seconded the motion, and it carried (10-1), **ALDRICH opposed.**

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2023-00047

Date: September 18, 2023

The Metropolitan Area Planning Department presented this case for consideration by the District 6 Advisory Board. The applicant is requesting a zone change from SF-5 Single-Family Residential District and TF-3 Two-Family Residential District to GC General Commercial District. The 0.57-acre property is located on the west side of North Hoover Avenue, within one-block north of West Central Avenue (721 North Hoover Avenue). The subject site is currently developed with a vacant residential dwelling.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the zone change request be denied. This recommendation is based on the following findings:

1.The zoning, uses and character of the neighborhood: The character of the neighborhood is residential with commercial development on or near the arterial street. Property to the north is zoned SF-5 Single-Family Residential District and is developed with a single-family dwelling. Property to the south is owned by the applicant and is zoned GC General Commercial District, subject to Protective Overlay #282. It is developed with a roof repair and auto body facility. Properties to the east are zoned TF-3 Two-Family Residential District and SF-5 Single-Family Residential District and are developed with single-family residences. Directly west of the subject site is Interstate 235. Because of the zoning, uses, and character of the neighborhood, commercial zoning encroaching into a residential neighborhood is not an appropriate use of the land.

2. The suitability of the subject property for the uses to which it has been restricted: The property is presently zoned SF-5 Single-Family Residential District and TF-3 Two-Family Residential District, which are suitable for a limited number of residential, public, and civic uses.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Staff anticipates that the requested zone change will have a detrimental effect on nearby properties. The requested zone change may alter the uses and character of the neighborhood, and the intended uses on the property may bring light pollution, additional traffic, fumes, and odor to a residential neighborhood.

4. Length of time subject property has remained vacant as zoned: The property has been

developed with a residential dwelling that was constructed in 1953. The residential dwelling is currently vacant.

5. Relative gain to public health, safety, and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the application may result in light pollution, fumes, and odor in a residential neighborhood due to the intensity of the uses in the requested zone change. Denial may result in the loss of opportunity and enjoyment for the applicant.

6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zoning is not in conformance with the Community Investments Plan or the Wichita: Places for People Plan, as discussed in the staff report.

7. Impact of the proposed development on community facilities: The Planning Department does not anticipate the requested zone change will have a significant impact on community facilities.

8. Opposition or support of neighborhood residents: At the time the staff report was prepared, staff has not received any public comment on the requested zone change.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by MAPD, DAB and members of made the following comments:

DAB (Q): The staff report mentions something about a detrimental effect on nearby properties. Can you elaborate on what that means?

Staff (A): Light pollution, additional traffic fumes and odor to residential neighborhood. Roofing is considered to be construction sales and service and we take a look at what may come in the future that may also affect those residential properties detrimentally.

DAB (Q): I agree with the staff's recommendation for denial on this just because it's right across the street from residential. I also dislike to see to see multifamily residential being rezoned for other uses.

Agent for the applicant (C): A couple of things I want to point out, the carwash sitting there needs to be cleaned up and the duplex unit that is dilapidated. I think we're going to serve more citizens by cleaning this property up and redeveloping. The property owners have done a great job of cleaning up the south side of this building where their facility is located. They would like to expand the zoning based on the site plan. I want to point out to you on the west side of I 235, commercial zoning go commercial zoning is acceptable.

DAB (C): Have we heard any protests from any of the neighbors?

Staff (A): We have not received any protest petitions. There was one gentleman who commented during the MAPC meeting on August 24th.

Agent for the applicant (C): The gentleman mentioned that Global does a good job at cleaning up their property. He stated that Hoover has too much traffic now and does not want anything that would add more traffic to the street. He also said that there's a lot of duplexes being build and would prefer to see duplexes to GC.

DAB (Q): Did you did you say you had contact with the neighbor to the north or you plan to

contact that neighbor?

Agent for the applicant (C): We plan to contact the neighbor.

DAB (Q): Did MAPC approve the case with the protective overlay?

Staff (A): Yes, instead of a 10-foot-wide for provision eight, it's an eight-foot-wide landscape buffer and moving the driveway to the north property line.

DAB (Q): I came into this meeting agreeing with staff saying it's encroaching on residential area. After some thought, there is zoning in the area that allows heavy equipment storage, that seems a lot worse than this proposal.

DAB (C): This lot is close to the interstate and I wonder if that makes it harder to have residential on the lot.

No further questions from the public or agent, the discussion returned to the DAB for a motion.

Motion: Javan Gonzalez made a motion to **APPROVE** staff's recommendation. The motion was seconded by Lisa Tatum. Motion failed 2-4.

Action Taken: Mark Baker made a motion to **APPROVE** MAPC's recommendation. The motion was seconded by Bill Washburn.

MOTION APPROVED 5-1

Respectfully submitted,

Ana Lopez
Community Services Representative
District 6

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON October 13, 2023

ORDINANCE NO. 52-276

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2023-00047

Zone change request in the City from SF-5 Single-Family Residential District and TF-3 Two-Family Residential District to GC General Commercial District, subject to the provisions of Protective Overlay #416, on property legally described as:

Lots 2 and 3, Block A, S.H. Sampson Addition to Wichita, Sedgwick County, Kansas.

Protective Overlay #416

1. Permitted uses are restricted to those uses permitted by-right in the NR Neighborhood Retail District plus "Vehicle Repair, General", "Vehicle Repair, Limited", and "Construction Sales and Service".
2. All vehicles that are awaiting repair for the body and paint, mechanical, and electrical or similar repair are to be screened from ground view from abutting/adjoining properties and from abutting streets. The vehicles will be stored in an area surrounded with solid screening and a solid gate. Solid screening shall be provided per the Unified Zoning Code. No tires or parts will be stored outside the screened area. All dumpsters, trash containers and containers for oil or automotive fluids shall be located within the solid screened area where the vehicles are stored while waiting for repair. All solid screening shall be installed within 60 days of approval by the governing body.
3. Signs are restricted to those permitted in the NR Neighborhood Retail District.
4. The area where vehicles are stored waiting for repair shall be paved.
5. The paint and body shop shall comply with all local, state and federal regulations.
6. All work on vehicles must be performed in an enclosed space near the western property line.
7. A site plan shall be provided for review and final approval within 60 days of approval by the governing body. The site plan shall show parking for customers and employees, screening, landscaping, the area where vehicles awaiting repair are stored, trash receptacles, and all existing development.
8. Landscaping shall be 1-½ times the Landscape Ordinance, including an 8-foot wide landscape buffer provided along the north and east sides of the site. No storage of vehicles shall be located within that 8-foot wide landscape buffer. All landscaping shall be planted prior to the issuance of occupancy permits.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 10th day of October 2023.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Jamie Buster, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
October 3, 2023

TO: Wichita Airport Authority

SUBJECT: Multi Business Service Corporation
Supplemental Agreement No. 2
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 2.

Background: In June 2015, the Wichita Airport Authority (WAA) approved a Specialty Customer Services Concessions and Lease Agreement with Multi Business Service Corporation (MBS) to provide services for the traveling public in the terminal and parking garage. The exhibit to the agreement requires revision to reflect the purpose and location of the spaces utilized for business center services, massage chairs, and vending. MBS is certified with the State of Kansas as an Airport Concessions Disadvantaged Business Enterprise (ACDBE) which assists the WAA in achieving federal ACDBE goals.

Analysis: The supplemental agreement revises Exhibit A to reflect the current locations used for the sales, services, and storage in the terminal and parking garage. Additionally, the updated Civil Rights and Nondiscrimination language required by the Federal Aviation Administration has been incorporated. There are no changes to the agreement term.

Financial Considerations: The supplemental agreement relates to the locations of the operations and management by MBS without change to the concession fee arrangement. Therefore, there are no financial considerations arising from the supplemental agreement.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 2

SUPPLEMENTAL AGREEMENT NO. 2

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

MULTI BUSINESS SERVICE CORPORATION

for

Specialty Customer Services Concessions and Lease Agreement
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 2 is entered into this October 3, 2023, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (AUTHORITY) and MULTI BUSINESS SERVICE CORPORATION (CONCESSIONAIRE), which are referred to collectively herein as the "Parties".

WHEREAS, the Parties entered into a Specialty Customer Services Concessions and Lease Agreement ("Agreement") dated June 9, 2015 for the purpose of operating certain concession activities in the Terminal at Wichita Dwight D. Eisenhower National Airport and Supplemental Agreement No. 1 dated October 20, 2020, to add Renewal Option Terms; and

WHEREAS, the Parties now wish to enter into this Supplemental Agreement No. 2 ("S.A.2") amending the Agreement and Supplemental Agreement No. 1 to add Support Space to the Premises; and

WHEREAS, this S.A.2 supersedes or amends the Agreement and Supplemental Agreement No. 1 between the Parties, but only to the extent specifically set forth in this S.A.2; and that all other terms and conditions of the Agreement and Supplemental Agreement No. 1 not specifically amended herein, remain unchanged and binding upon the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties do hereby covenant and agree as follows:

1. PREMISES

Section 2. PREMISES - EXHIBIT A of the Agreement shall be replaced with the revised EXHIBIT A dated September 5, 2023 hereto and made a part of S.A.2.

2. CIVIL RIGHTS AND NONDISCRIMINATION

Section 29, NONDISCRIMINATION in the Agreement shall be **retitled** to CIVIL RIGHTS AND NONDISCRIMINATION and the language shall be **replaced** by the following:

a. In all its activities within the scope of its airport program, the CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

b. Title VI List of Pertinent Nondiscrimination Acts and Authorities
During the performance of this Agreement, the CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONCESSIONAIRE") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, CONCESSIONAIRE must take reasonable steps to ensure that LEP persons have meaningful access to CONCESSIONAIRE's programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits CONCESSIONAIRE from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

c. Compliance with Nondiscrimination Requirements:

During the performance of this Agreement, the CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONCESSIONAIRE"), agrees as follows:

1. **Compliance with Regulations:** The CONCESSIONAIRE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The CONCESSIONAIRE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The CONCESSIONAIRE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONCESSIONAIRE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONCESSIONAIRE of the CONCESSIONAIRE's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONCESSIONAIRE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AUTHORITY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the CONCESSIONAIRE will so certify to the AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONCESSIONAIRE's noncompliance with the non-discrimination provisions of this Agreement, the AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the CONCESSIONAIRE under the Agreement until the CONCESSIONAIRE complies; and/or
    b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The CONCESSIONAIRE will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONCESSIONAIRE will take action with respect to any subcontract or procurement as the AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONCESSIONAIRE becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONCESSIONAIRE may request the AUTHORITY to enter into any litigation to protect the interests of the AUTHORITY. In addition, the CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.

3. OTHER TERMS

All other terms and conditions of the existing Agreement and Supplemental Agreement No. 1 between the Parties are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the Parties have executed this Supplemental Agreement No. 2 the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Jamie Buster, City Clerk

By _____
Brandon J. Whipple, President
"AUTHORITY"

By _____
Jesse R. Romo, Director of Airports

ATTEST:

MULTI BUSINESS SERVICE CORPORATION

By _____

By _____
Steve Habtemariam, President
"CONCESSIONAIRE"

APPROVED AS TO FORM: _____ Date: _____
Jennifer Magaña,
City Attorney and Director of Law