

POSTED
2-25-75

ACTION

DATE

BZA COMMITTEE Defused 1 month 2-25-75
BZA Committee Denied 3-25-75

MEMO

00000000

BZA 3-75 - Monica House, Inc.
requests exception for group
boarding home on the northerly
side of Murdock in an area west
of Bekemeyer Lane.

Map No. 4948
 Sec. 16
 Twp. 27
 Range 1W

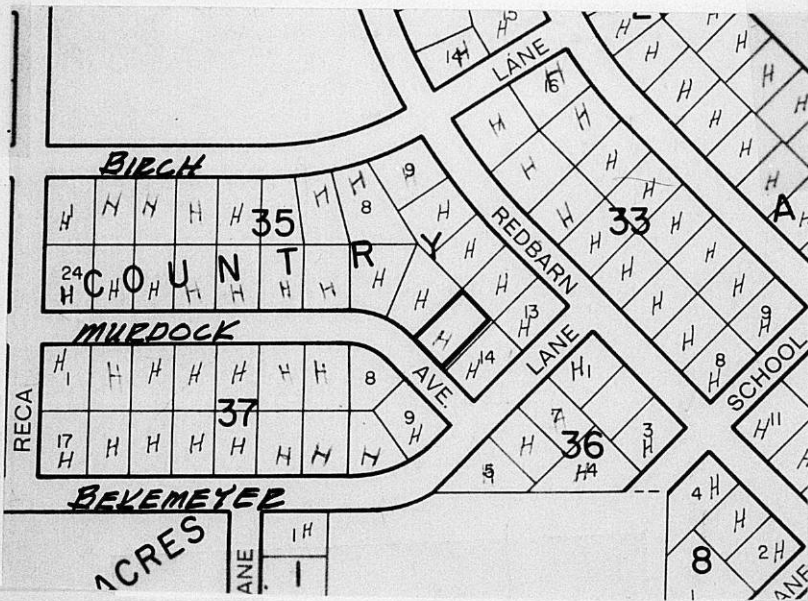
BZA- 3-75
 SCZ- _____
 CU- _____
 Filed _____

AREA DATA:

1. Acres: 0.22 (77 ft. by 125 ft.)
2. Adjoining Zoning: E _____ S _____ W _____ N _____
3. Land Use: East SINGLE FAM South SINGLE FAM
 West SINGLE FAM North SINGLE FAM
4. Sketch Plan Land Use is for: _____
5. Present Land Use if for: SINGLE FAM
6. Area (is) (is not) platted.

PHOTO DATA:

Taken by _____ Date _____ Time _____



RESOLUTION NO. BZA 3-75

WHEREAS, Monica House, Inc., 4 Laurel Drive, Wichita, Kansas, requests an exception as provided in Section 2.12.590.C, Code of the City of Wichita, to permit a Group Boarding Home for children on property zoned the "AA" Single Family Dwelling District, and legally described as follows:

Lot 15, except the southeasterly 3 feet, Block 35, Country Acres Second Addition, Sedgwick County, Kansas. Generally located on the north side of Murdock, in an area between Reca Avenue and Bekemeyer Lane.

WHEREAS, proper notice as required by ordinance and by the rules of the Board of Zoning Appeals has been given; and

WHEREAS, the Board of Zoning Appeals, at the meeting of February 25, 1975, considered said application; and did, at the request of the applicant, defer this case until March 25, 1975; and

WHEREAS, the Board of Zoning Appeals did, at the meeting of March 25, 1975, consider said application; and

WHEREAS, the Board of Zoning Appeals has proper jurisdiction to consider said request for an exception under the provisions of Section 2.12.590.C, Code of the City of Wichita; and

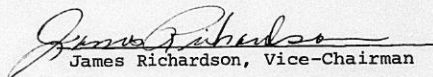
WHEREAS, the Board of Zoning Appeals has authority to permit a Group Boarding Home for children on property zoned the "AA" Single Family Dwelling District subject to the conditions outlined in Section 28.04.185.1, Code of the City of Wichita.

NOW, THEREFORE, BE IT RESOLVED by the Board of Zoning Appeals of the City of Wichita, that this application to permit a Group Boarding Home for children on property zoned the "AA" Single Family Dwelling District and legally described as follows:

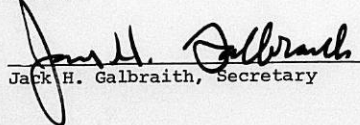
Lot 15, except the southeasterly 3 feet, Block 35, Country Acres Second Addition, Sedgwick County, Kansas. Generally located on the north side of Murdock, in an area between Reca Avenue and Bekemeyer Lane.

be denied.

ADOPTED AT WICHITA, KANSAS, this 25th day of March, 1975.


James Richardson, Vice-Chairman

ATTEST:


Jack H. Galbraith, Secretary

May 1, 1975

Ms. Bonnie Eaton
4 Laurel Drive
Wichita, Kansas 67206

Subject: Case No. BEA 3-75 -
Request for Exception

Dear Ms. Eaton:

Enclosed is a signed copy of the Resolution adopted by the Board of Zoning Appeals on March 25, 1975, in connection with your request for an exception to permit a group Boarding Home for Children on property zoned the "AA" Single Family Dwelling District, and generally located on the north side of Murdock in an area between Reca Avenue and Bekemeyer.

This Resolution reflects the official action of the Board to deny your request. It is forwarded to you for your information and files.

If you have any questions concerning this matter, please call our office.

Sincerely,

Jack H. Galbraith
Secretary

JHG:js
Encl.

cc: Monica House, Inc., 4 Laurel Drive, 67206
Mrs. Kay K. Arvin, Atty., Century Plaza Bldg., 67202
Robert Feldner, Superintendent of Central Inspection
Don C. Gisick, City Clerk
Joe Donnelly, Central Inspection

March 31, 1975

Ms. Bonnie Eaton
4 Laurel Drive
Wichita, Kansas 67206

Subject: Case No. BZA 3-75
Request for Exception

Dear Ms. Eaton:

At the regular meeting of the Board of Zoning Appeals on March 25, 1975, your request for an exception to permit a group Board Home for Children on property zoned the "AA" Single Family Dwelling District, and generally located on the north side of Murdock, in an area between Roca Avenue and Bekemeyer was considered.

It was the action of the Board to deny this request.

A Resolution setting forth the official action of the Board is being prepared and you will be mailed a copy as soon as the signatures of the Chairman and Secretary have been obtained.

If you have any questions, please call our office.

Very truly yours,

Jack H. Galbraith
Secretary

JHG:LD:rme

cc: Robert Feldner, Superintendent of Central Inspection
Don C. Gisick, City Clerk
Joe Donnelly, Central Inspection
Mrs. Kay Arvin, Attorney, Century Plaza Building, 67202
Mrs. E. J. Bauer, 8100 West Murdock, 67212
Mr. & Mrs. Donald Duckett, 8118 West Murdock, 67212
Jerry B. Malone, 2900 Oriole, 67204

JOHN T. (JACK) REEVES

OFFICE OF
BAUGHMAN CO.
Surveyors

FRED J. DOANE

2522 EAST KELLOGG
WICHITA, KANSAS 67211
MURRAY 3-7431

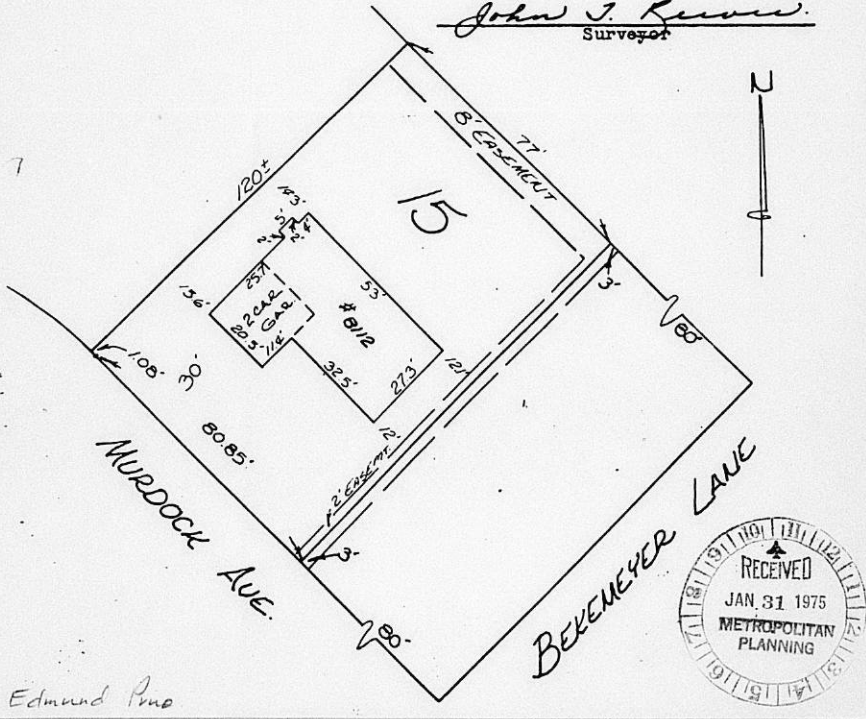
State of Kansas)
) SS
County of Sedgwick)

September 7, 1966

I, John T. Reeves, Surveyor in aforesaid county and state do hereby certify that I did on this 7th day of September, 1966, survey Lot 15 except that part lying southeast of a line parallel to and 3 feet northwesterly of the line between Lots 14 and 15, Block 35, Country Acres Second Addition, Sedgwick County, Kansas. On said lot is house No. 8112 with an attached garage which is in the clear of all boundary lines. There are no encroachments on said lot by buildings on the adjacent lots.

The accompanying plat is a true and correct exhibit of said survey for mortgage title insurance.

John T. Reeves
Surveyor



WE THE UNDERSIGNED, RESIDENTS OF COUNTRY ACRES, CITY OF WICHITA, DO OPPOSE THE ZONING OF MONICA HOUSE LOCATED IN OUR NEIGHBORHOOD.

NAME	ADDRESS
David W. Deerfield	8314 W. Murdock
Mr & Mrs A W Pennell	8300 W. Murdock
A W Pennell	8300 W. Murdock
Jan F. Prince	8232 W. Murdock
Edothy Prince	8232 W. Murdock
Mr Harold K. Coen, Jr.	8202 N. Murdock
Sam K. Coen	8132 W. Murdock
Mr G. Stewart	8122 W. Murdock
Mary Jane Stearns	8126 W. Murdock
Wesley R. Felch	8023 Beckmeyer
Laral A. Orr	900 Redbarn Ln.
Catalpa Kopp	916 Red Barn Ln
Mary Lou Kiehl	908 Red Barn Ln
Alan L. Orr	908 Redbarn
Irelda Orr	916 Redbarn Ln.
Maynard N. Kiehl	924 Redbarn Ln.
Barbara Finley	932 Redbarn Ln
Mr & Mrs Edwin F. Wenzel	940 REDBARN LN
Lynn Boyer	948 Redbarn
Suzanne Stevens	918 Redbarn
Charles W. Turner	8314 W. Murdock
D. W. Deerfield	8202 Beckmeyer
Mr & Mrs Robert Prince	8110 Beckmeyer
Bob Prince	" "
Mrs Lorraine Shuff	" "
Mr & Mrs Fay Linder	8216 Beckmeyer
James E. Linder	8214 Beckmeyer

WE THE UNDERSIGNED, RESIDENTS OF COUNTRY ACRES, CITY OF WICHITA, DO OPPOSE THE ZONING OF MONICA HOUSE LOCATED IN OUR NEIGHBORHOOD.

<u>NAME</u>	<u>ADDRESS</u>
Naomi L. McKee	946 Rees Wichita
Annie M. Landis	8413 Birch Lane Wichita
Amos C. Landers	8413 Birch Lane Wichita
Joe Whillips	8401 Birch Lane Wichita
Lucy Vittoria	8401 Birch
Joan Roseboom	8427 W. Murdock
Dora Dahl	8413 W. Murdock
Arnold L. Schneider	907 Rees
May E. Schneider	907 Rees
Harold E. Fisher	8301 W. Murdock
Olene Fisher	8301 W. Murdock
Judy C. Hensjick	8223 W. Murdock
Janice H. Hensjick	8223 W. Murdock
Carol Wermanski	8215 W. Murdock
Paul Kirk for Mrs. Paul Kirk	8201 W. Murdock
Jay Busby & Doby Busby	8115 W. Murdock
Edgar A. Evans	8101 W. Murdock
Lucile M. Evans	8101 W. Murdock
Alice Murphy	8101 Bevermeyer
Frank B. Murphy	8101 Bevermeyer
Granada F. Williams	933 Red Barn
Rosemary Under	957 Red Barn Lane
Mary Lou Lutz	956 Red Barn Lane
William D. Lutz	956 Red Barn
Robert E. McCree	946 Rees

WE THE UNDERSIGNED, RESIDENTS OF COUNTRY ACRES, CITY OF WICHITA, DO OPPOSE THE ZONING OF MONICA HOUSE LOCATED IN OUR NEIGHBORHOOD.

NAME

Heanna Schulte

ADDRESS

8300 Lebeweyer

(B)

March 1, 1975
P. O. Box 7382
Bireka, Ks. 67045

Pat Malone, Attorney-at-Law
305 W. Central
Wichita, Kansas 67203

Dear Sir:

I'd have written to Mrs. Duckett direct, but couldn't find her address. Please convey to her my hopes that you shall be successful in defeating the Monica House issue.

The newspaper article didn't mention this group's home at 18th and Woodland; they have been there for a couple of years and if you talk to anyone in the vicinity, you'll get plenty of negative reaction.

We owned property adjacent to the above location when they moved in--too late to start an action, as the matter was kept under wraps until it was a fait accompli. These girls were noisy all the time, day and night, so forget about sleeping; you cannot believe the cursing and foul mouthed language they used; they scattered trash all over the place (private property means nothing to them). The girls paraded around the yard, sidewalks, etc. practically in the nude, naturally this drew all types of hippies and undesirable male "visitors" to the house. When complaints were made to the "house parents" these were found to be a young male and female (married---maybe) who were barely old enough to be responsible for themselves, let alone a house full of delinquents. They appeared totally unconcerned about the behavior of their charges, seemingly condoning it all. It was obvious there was no discipline whatsoever exerted.

This was not a pleasant experience and it was the greatest relief when we were able to sell our house and have no further contact with them. Since apparently we must domicile these anti-social types (why will always be a mystery to me), they should be put out in the country somewhere far, far away from decent, law abiding citizens. Just thought you might be interested in this bit of "background material".

Yours truly,

Mrs. W. E. Bobbitt
Mrs. W. E. Bobbitt

Mrs. Shirley Lawrence
8441 Murdock

Notify these women on
on further correspondence
for this case

DEAN OLINGER
946 RECA
67212

Dave Deerfield
8314 W. Murdock
67212

PETITION

2-24-75

Board of Zoning Appeals
 Room 402 City Building Annex
 104 So. Main St.
 Wichita, Kansas 67202

Re: Case No. BZA 3-75
 Address Known as
 8112 West Murdock
 Prior Residence

Section 2.12.590.C

Legal description:

Lot 15, except the southeasterly 3 feet, Block 35,
 County Acres Second Addition, Sedgewick County, Kansas.

We the under signed do not feel it feasible for the
 neighborhood. In all due respect for "Dorinea House" we
 do not think it would be quite the type of area for the
 girls

E. J. Bawel	8100 W. Murdock
Victor H. Brown	8101 W. Murdock
Lucile M. Evans	8101 W. Murdock
Carol A. Orr	8023 Delamater
Alice Murphy	8101 Bittermeyer
Rita J. Duckett	8118 W. Murdock
Gary Kirsty	8115 W. Murdock
Frances Fleck	8126 W. Murdock
M. Steiner	8132 W. Murdock
H. Coe	8202 W. Murdock
Suzanne E. Coen	8202 W. Murdock
Juanda Williams	933 Red Barn

2/26/75 Eagle

THE WICH

Wayward Girls' Home Resisted

A blind attorney representing a home for wayward girls, a neighborhood in "havoc" and the definition of a single-family dwelling made for an hour of heated debate Tuesday at the Wichita Board of Zoning Appeals.

Monica House Inc., which provides a home for wayward girls, requested that the appeals board grant an exception in an area that is zoned a single-family dwelling district to permit a group boarding home for six or seven girls.

The corporation wishes to purchase a home on Murdock between Racca Ave. and Bekermeyer Lane in the Country Acres area and convert it to a boarding home for the girls with live-in house parents.

Mrs. Kay K. Arvin, attorney for Monica House, told the board she considered the boarding home a single-family unit, not a multiple-family unit.

"Six or seven children doesn't mean they are a multiple family," Mrs. Arvin said.

The home that the corporation is considering buying has six bedrooms.

Attorney Pat Malone, who said he represented owners of 22 homes in the area, disagreed.

"A married couple with six or seven children from different families doesn't constitute a single-family unit," Malone said.

Malone argued that allowing the corporation to have a home in the neighborhood would be "invading" the neighborhood with a "quasi-business" and would be "in violation of protective covenants and the moral, faithful expectations of the people in the neighborhood."

Malone said that should the board approve the request, he would seek a court injunction prohibiting the corporation from purchasing the home because it violated protective covenants that state the neighborhood would be only for single-family residential use.

About eight residents from the area, armed with a petition from the neighborhood, protested the zoning exception because they said it would drop property values and alter their way of living.

"There's havoc in the neighborhood over this group moving in," said Mrs. Don Duckett, who lives next door to the home the corporation wishes to buy. "People built their homes there because they had expectations of their way of life and standard of living. They have a fear that nobody would buy a house with that organization next door. Would you buy a house with a home for wayward girls next door?"

Mrs. Arvin told the board that the corporation was unaware until the meeting that the neighborhood didn't want the boarding home in the area.

She said the corporation had a coffee recently at one of the other two homes in the city that the corporation owns to explain the home to the Country Acres neighborhood.

"Nobody showed up," she said.

She added that neighbors in the area of the other two homes considered the homes assets to the neighborhood.

Mrs. Priscilla Spears, a board member and a Country Acres resident, said she thought the neighborhood would be conducive to rehabilitating the wayward girls and added that she and her husband were taking three wayward girls into their home.

There presently is another boarding home in the area — the Youlville Group Home. And neighbors said that another one would be too many.

The board deferred action on the request until its March 25 meeting and suggested that the corporation further inform their potential neighbors of the nature of the home.

February 26, 1975

Ms. Bonnie Eaton
4 Laurel Drive
Wichita, Kansas 67206

Subject: Case No. BZA 3-75
Request for Exception

Dear Ms. Eaton:

At the regular meeting of the Board of Zoning Appeals on February 25, 1975, your request for an exception to permit a Group Boarding Home for Children on property zoned the "AA" Single Family Dwelling District, and generally located on the north side of Murdock, in an area between Reca Avenue and Bekemeyer Lane, was considered.

It was the action of the Board, at your request, to defer this case until the next regular meeting on March 25, 1975 to afford you the opportunity of addressing yourself to the expressed neighborhood opposition.

If you have any questions, or if we can be of any assistance to you, please call our office.

Sincerely,

Jack H. Galbraith

JHG:LD:js

Ms. Bonnie Eaton
February 26, 1975

cc: Monica House, Inc.
4 Laurel Drive
Wichita, Kansas 67206

Mrs. Kay K. Arvin, Attorney
Century Plaza Building
Wichita, Kansas 67202

E. J. Bauer
8100 W. Murdock
Wichita, Kansas 67212

Victor H. Evans
8101 West Murdock
Wichita, Kansas 67212

Carol A. Orr
8023 Bekemeyer Lane
Wichita, Kansas 67212

Alice Murphy
8101 Bekemeyer
Wichita, Kansas 67212

Rita J. Duckett
Donald W. Duckett
8118 W. Murdock
Wichita, Kansas 67212

Gary Christy
8115 W. Murdock
Wichita, Kansas 67212

Frances D. Folck
Wesley R. Folck
8126 W. Murdock
Wichita, Kansas 67212

Marcel Alfred Steiner
8132 W. Murdock
Wichita, Kansas 67212

Juanita Williams
933 Redbarn Lane
Wichita, Kansas 67212

Suzanne E. Coen
I. K. Coen
8202 W. Murdock
Wichita, Kansas

Victor N. Evans, Jr.
8017 Bekemeyer Lane
Wichita, Kansas 67212

Jerry B. Malone
2900 Oriole
Wichita, Kansas 67204

SECRETARY'S REPORT

Case No. BZA 3-75

APPLICANT: Monica House, Inc., 4 Laurel Drive, Wichita, Kansas.

AGENT: Bonnie Eaton, 4 Laurel Drive, Wichita, Kansas.

REQUEST: Exception pursuant to Section 2.12.590.C, Code of the City of Wichita to permit a Group Boarding Home for children.

GENERAL LOCATION: North side of Murdock, in an area between Reca Avenue and Bekemeyer Lane.

LAND USE: Subject property is developed as a single family residence as are all surrounding properties.

ZONING: Subject property is zoned the "AA" Single Family Dwelling District as are all surrounding properties.

JURISDICTION

The Board has jurisdiction to consider this request under the provisions outlined under Section 2.12.590.C, Code of the City of Wichita. The Board may grant the exception provided the conditions set out in Section 28.04.185(1) can be complied with.

COMMENTS BY THE SECRETARY

Monica House, Inc. is requesting an exception to permit the operation of a group boarding home for children. This request is made for the purpose of relocating Hillside Monica House, 405 South Hillside, which is necessitated by the fact that the Hillside property is to be acquired for construction of the Hillside-Kellogg Interchange. The applicants state that the Hillside Monica House has been a residential home for adjudicated girls since September 1, 1971.

The applicants propose to utilize subject property in the same manner as the Hillside Monica House, and describe the proposed use as a rehabilitative home for seven juvenile girls who are wards of the Kansas State Department of Social Welfare. The girls would be supervised by teaching parents who, along with an infant son, would make the residence their home.

The property for which the exception is requested is located at 8112 West Murdock and is a large two-story home in a residential area composed of quality homes. The structure appears

Secretary's Report
Case No. BZA 3-75
Page Two

to be in excellent condition and is situated on an ample sized lot of 77 feet by 125 feet. The back yard is fenced with chain link along the side yards and a stockade type fence along the rear property line. The house has an attached two car garage which would accommodate the parents one car and a car furnished and owned by Monica House. The applicants state that the girls would not be permitted to have their own cars and therefore adequate off-street parking is available.

Representatives of the Health Department, Fire Department and Central Inspection Division have made their inspection of the property and have listed several items that need to be corrected or provided prior to the facility being utilized as a group boarding home. These reports and the applicants statement of justification are attached to this report.

One of the conditions of approval listed in the zoning ordinance that must be considered by the Board states that the proximity and location of other such rehabilitation facilities within the neighborhood shall be taken into consideration so as not to change the character of the area with such uses. With regard to this point, it should be noted that the Board, in April of 1974, approved a similar group boarding home for girls at 8400 West Murdock, which is about one block west of subject property. Whether or not the character of an area is changed by two such uses this close is a matter the Board should consider.

RECOMMENDATION

It is the opinion of the Secretary that the close proximity of one other similar use would not change the residential character of the area and inasmuch as the facility appears to be well suited to such a use recommends approval subject to the following conditions:

1. The house and its sanitary facilities shall comply with all State and local codes.
2. The home shall be limited to no more than seven juvenile girls in addition to the house parents and their children provided that prior to the occupancy of the structure by

Secretary's Report
Case No. BZA 3-75
Page Three

the group boarding home, the Health Department will verify that the facilities of the structure are adequate to accommodate this maximum number.

3. Two off-street parking spaces shall be provided on the premises, and in the event any of the juvenile residents of the home are permitted to own or have the regular use of a passenger vehicle, an additional off-street parking space shall be provided on the premises for each such instance.
4. The facility shall comply with the regulations of the Kansas State Board of Health governing the licensing of group boarding homes for children and the licensing requirements of other authorized State agencies and shall be sanctioned by appropriate State or local agencies.
5. Upon the termination of the use of the property by Menica House, Inc. as a group boarding home for children, this resolution of approval shall be considered null and void.

BOARD OF ZONING APPEALS
Room 402 City Building Annex
104 South Main Street
Wichita, Kansas 67202

February 3, 1975

NOTICE TO ADJOINING PROPERTY OWNERS:

Case No. BZA 3-75

An application has been filed by Monica House, Inc., 4 Laurel Drive, Wichita, Kansas, pursuant to Section 2.12.590.C, Code of the City of Wichita, requesting an exception to permit a Group Boarding Home for children on property zoned the "Aa" Single Family Dwelling District, and legally described as follows:

Lot 15, except the southeasterly 3 feet, Block 35, Country Acres Second Addition, Sedgwick County, Kansas. Generally located on the north side of Murdock, in an area between Reca Avenue and Bekemeyer Lane.

This application has been assigned Case No. BZA 3-75, and will be considered by the Board of Zoning Appeals at its meeting on Tuesday, February 25, 1975, at 1:30 p.m., in Room 401 City Building Annex, 104 South Main Street, Wichita, Kansas, at which time you may appear, if you so desire, either in person or by agent or attorney.

Jack H. Galbraith
Secretary

26 Notices mailed to adjacent property owners
9 Notices mailed to MAPC members, all on 2-3-75.

HOLYOKE HOUSE

Monica House II is a group home for girls in need of supervision — but it's a homeward bound program. The teaching parents agree "The only way we can succeed is for the girls to want to be here, to want to work things out at home."



A dining table with 12 chairs is one of few indications that this is a group home.

Earned merits key to Monica House II approach

A flaxen-haired 15-year-old is a member of her school's pom-pom squad. Her "sisters" are active in school functions, Junior Achievement and community affairs.

Their "parents" are almost as young as the girls, but they have definite ideas about discipline and are respected for them.

The "family" consists of the residents and teaching parents of Monica House II, a group home for girls in need of supervision.

Wichita's newest alternative to reform school, Holyoke House was patterned after the original Hillside Monica House but designed specifically for younger girls.

"Monica House II is the little sister program," Dale Wolfe said. Wolfe and his wife, Nancy, have operated the program for nearly a year.

"When the Monica House concept was originated, the board and Juvenile Court wanted it initially to provide survival chances for older girls — in the 16-to-18-year-old age bracket," Wolfe continued.

"After a while, they realized younger girls needed a program of this type, too." He cited survey facts that state delinquents in trouble are younger each year.

Most of the teenagers living in Monica House are runaways and truants although on occasion, they have been charged with more serious offenses.

Financed by grant applications from the Governor's Commission on Administration, state funds and contributions from several Wichita organizations, the large yellow frame and brick home fits well in the pleasant residential neighborhood.

On the inside, the extra sofas and huge dining table with 12 chairs are the only indications that a group rather than a private family resides there.

The girls — presently there are seven although the capacity is six — take turns providing tours through the six bedroom dwelling.

Mr. and Mrs. Wolfe have a small bedroom and bath on the first floor of the home. The girls share three upstairs bedrooms.

rooms and the alternate teaching parent, Shorice Mohr, also has an upstairs room.

The "long" rooms are brightly painted. Posters, ribbons, art work, and other paraphernalia decorate the walls and ceilings.

One girl's bed was literally overflowing with stuffed animals.

"Oh, yeah, I've got to take those home this weekend," she said. "I went to the fair on my birthday."

Visiting her family is one of the privileges a girl can earn.

An elaborate, token point system is set up to motivate proper behavior. "A girl starts out with virtually no privileges," the "manager" — an honor resident explained. "She only has house privileges and can only go places with Dale and Nancy or Shore."

Prizes ranged from afterschool snacks to dating. "All dates have to be cleared in advance — the amount of time depends on the number of points you have," one girl explained.

Joyce Curt and Monica House board members have rules and regulations about how old a girl must be, how often she dates and what the couple does.

The Woles must meet all prospective dates. A rule they recently incorporated is that any boy who has dated a Monica House resident may not date another one.

"We encourage the girls to do their dating from home," Mrs. Wolfe said. "We feel that they're home on weekends, they should allow their parents an opportunity to know who their daughters are dating. And we do allow parent-teen dates in which their child should or should not date."

"We are a homebased program," her husband explained. "We expect and encourage parents to work closely with us in helping the girl return to her family."

Because of the possibility of the girl returning home, Monica House tries to make it possible for her to attend her original school, or the one in her parents' neighborhood.

"Most of the girls we get are above average intelligence with discipline problems," Mrs. Wolfe said. Recently, one of their junior high students was suspended from school for one day for breaking a rule she wasn't aware existed.

"Some schools almost guarantee failure. Group home kids are particularly susceptible. They have to be better than the best," Wolfe said.

Each girl carries a card to school to be signed by her teachers.

"It's kind of a daily report card," a blue-jeaned sophomore explained. "After you've earned merits, it winds down to weekly."

"What we try to do," Wolfe explained, "is to phase out the controls one by one." He said the girls get many controls on themselves and have, in fact, managed to

rules stricter. "There's a lot of peer pressure here, too."

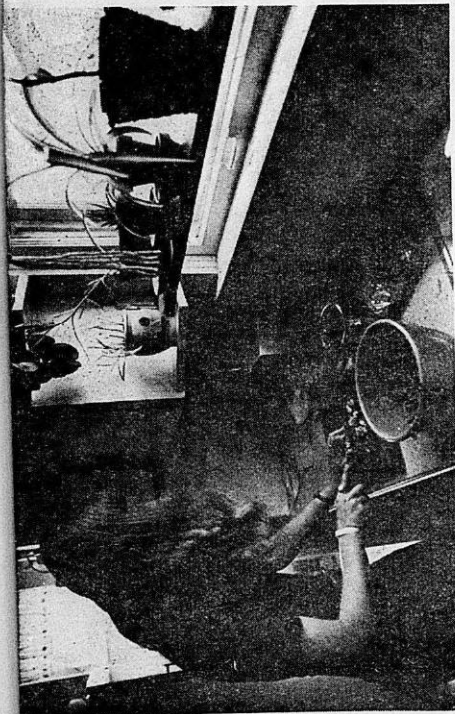
But, aside from the rules, the problems of having so many girls in one house and the fact that all of them have been in trouble, there's a lot of camaraderie.

"Sometimes we fight between ourselves but there's a special bond between all of us," one girl said.

Six months to a year is the average length of time a girl spends at Monica House. After she is released to either her natural family or a foster home, she is required to report in several times a week to Mrs. Wolfe and her husband at the residential home out of her life, depending on the girl.

"We try to make a girl always feel welcome here," Wolfe said. "She can come back to discuss her problems or just to visit."

"Our goal is to make it as much of a family atmosphere as we possibly can," he continued. "And the only way we can succeed is for the girls to want to be here, to want to work things out at home. There's no way we can lock them up."



MERIT POINTS ARE GAINED DAILY BY RESIDENTS OF THE HOUSE

...The more points, the greater the privileges, ranging from after-school snacks to dating. . .

Misinformation complicates relocation of Monica House I

Monica House I needs a new home. The original residential home for girls in need of supervision, built in 1954, is in need of major renovation, says a way for the house, located as part of Highway 54, and while a new home will be found, recent failures along those lines doesn't make the prospect of moving any brighter.

"We seem to be meeting opposition," said Janine Lane. She and her husband, Larry, are the home's supervisors. "While I'm sure they'll find something, I hate to enter anything temporary only to have to move again."

Monica House's board of directors have checked into at least one suitable home, but were opposed by the residents of that neighborhood.

"And we are so hoping for a neighborhood home," Mrs. Lane said. "This is a fabulous old house and I really hate to see it torn down. The only objections I've had to it is that it is a rental neighborhood where there are a lot of transients."

Although the Lanes feel that a few persons opposed to relocating the home in certain residential neighborhoods are being unreasonable they can see their point of view.

"If I were in their position rather than mine," Mrs. Lane explained, "I would be concerned about the zoning and decrease in property value. But certainly, I would not be concerned about the personal effects."

"People need to realize," she contin-

ued, "that by keeping the girls out of residential neighborhoods, they are turning them into slums. She added a time when a sizeable little woman dropped by one afternoon shortly after the house opened. The woman, it seems, had always had an interest in the huge brick home and wanted to see the inside.

"I took her on a tour, fully unaware she didn't know it was a group home for teenagers. When she found out, she was surprised, but not upset. We had a long talk and she told how she had taken in 'boarders' during the war. Evidently, back then, people never thought about several families residing in one house."

Part of the problem, she feels, is the misinformation the public has about the home.

"People have a misconception about what we are all about," she said. She explained that the residents, usually five or six girls between the ages of 16 and 18 are referred to the home because they are runaways or dependent and neglected.

"Occasionally, we have one or two that have committed more serious offenses, but even then, her offenses do not warrant reform school — merely supervision. The girls who reside in Monica House are there because they want to be. They want to learn to live in society."

The Lanes have been with Monica House since its inception approximately six years ago. Since then, their family has

grown to include Christopher Michael, now 6 months old.

"He is a joy," Mrs. Lane said, "but having him has made me a little less mobile."

"The girls help when they can with him, but we try to discourage spoiling him." Also part of Monica House's permanent family are two dogs, Dink and Barney and a Siamese cat, Chaucy.

Unlike its sister house, Hillside Monica House does not operate on a token point system. Instead, the girls begin on a 30-day probationary period and are involved in work duties as well as their own activities.

"We prepare the girls to go out on their own," Mrs. Lane explained. "It isn't feasible to return 17 and 18 year olds to a home system that they couldn't function in originally."

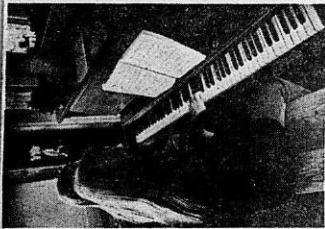
"But we do prepare them in the sense that family ties will always be a vital part of their life." More than 30 young women have passed through the doors of Monica House I since its inception.

"You have to look at their lives several years from now to see if they've not the said, "Most teenagers are not the most stable people and they have a hard time forming goals."

"Then, too," she continued, "what I consider a success, what one of our girls consider a success and what another person considers a success are different things to different people."

In harmony

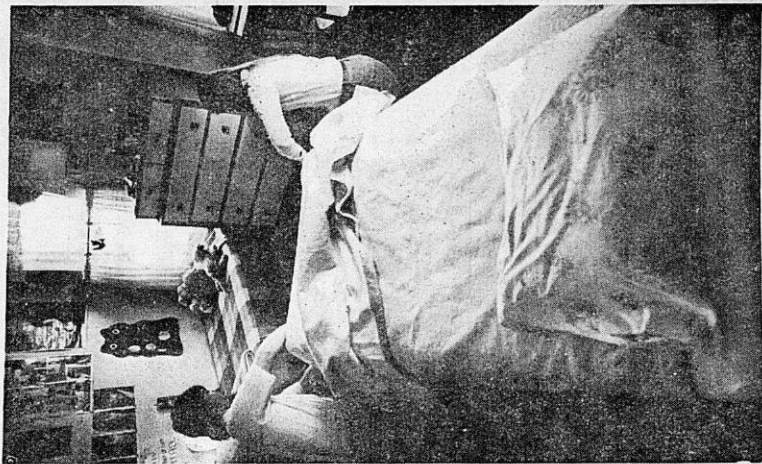
There's a lot of camaraderie among the residents of Monica House II.



Stories by
Katie Shewmake

Photos by
John Avery

Making points
An elaborate merit point system motivates proper behavior which is rewarded.



Map 4948

BOARD OF ZONING APPEALS
CITY OF WICHITA, KANSAS

CASE NO. B2A 3-75
FILED 1-28-75

APPLICATION FOR EXCEPTION

✓ I. Name of Applicant Monica House, Inc.
Mailing Address 4 Laurel Drive ⁰⁶ Phone 682-6006
✓ Name of Authorized Agent Bonnie Eaton
Mailing Address 4 Laurel Drive ⁰⁶ Phone 682-6006
Relationship of applicant to property is that of Owner-occupant
(Owner, Tenant, Lessee, Other).

II. Application is made for an exception as provided in Section
2.12.590.C, Code of the City of Wichita, Kansas, to permit
the establishment of GROUP BOARDING HOME FOR CHILDREN
A rehabilitative home for juvenile girls
who are wards of the Kansas State
Department of Social Welfare _____ on property zoned
AA, located 8112 W. Murdock
_____ and legally described as: _____
Lot 15, except the easterly 3 feet, of Block 35,
Country Acres 2nd Addition to Wichita, Sedgwick
County, Kansas, in the City of Wichita.

III. The applicant herein, or his authorized agent, acknowledges:
a. That he has received an instruction sheet concerning the
filing and hearing of this matter;
b. That he has been advised of the fee requirements established
by Section 2.12.580 of the Code of the City of Wichita (Ordi-
nance No. 24-606); and that the appropriate fee is herewith
tendered;
c. That all documents are attached hereto as noted in paragraphs
2, 3, and 4 of the instructions.
d. That he has been advised of his right to bring action in the
District Court of Sedgwick County to appeal the decision of
the Board.

Applicant MONICA HOUSE, INC.

Authorized Agent Bonnie Eaton

Bonnie Eaton,
President

OFFICE USE ONLY: Received in the office of the Secretary, Board of
Zoning Appeals, 4:30 (a.m. - (p.m.)), 1/28/75, 1975,
together with appropriate fee of \$50.00

Signed Larry Dobson

Will receive plot plan by Friday

January 27, 1975

Board of Zoning Appeals
Area Metropolitan Planning Commission
City Annex Building
Wichita, Kansas 67202

Dear Board Members:

Monica House, Inc., requests that an exception under Code of the City of Wichita, Section 28.04.185, Title 28, be granted for the property located at 8112 W. Murdock.

It will be necessary for us to re-locate Hillside Monica House when the Kellogg Interchange appraisals are completed.

This Monica House has been a residential home for adjudicated girls at 405 S. Hillside since Sept. 1, 1971. During this time we improved the value of this home through remodeling and superior outside maintenance, and we have been an unobtrusive asset to the neighborhood.

Number of Residents: Kansas State Dept. of Health has indicated their approval for seven (7) girl residents in addition to our teaching parents and their baby son. These teaching parents have been with our program since Sept. 1971.

Parking: The teaching parents own one (1) car and Monica House owns a station wagon. The Board of Directors and committees meet infrequently at the residences. Hillside House has had two (2) regular scheduled events -- Tea for teachers and Board in May, and an Open House for contributors in December. Juvenile residents do not own cars.

Fire Safety Standards: Regulations set out in "State Board of Health Group Boarding Homes for Children -- Regulations for Licensing" must be met to obtain and maintain a license. The Wichita Fire Department inspected the premises. A copy of the letter listing requirements to comply with the regulations is enclosed.

Environmental Standards: Section 28-4-262 of the regulations deals with sanitary conditions in and around the house. Periodical inspections shall be made by personnel of the Department of Health to check compliance. Letter enclosed.

Supervision: Section 28-4-256 No. 3C of the regulations requires that residents be adequately supervised at all times. In the absence of teaching parents a qualified substitute(s) supervises the girls.

Board of Zoning Appeals, January 27, 1975 -- Page #2

The stated goal of Monica House is to educate wayward and miscreant girls in social, academic, and self-help skills they need for success in their home, school, and community. A very important part of their education is to be a good neighbor. The teaching parents make every effort to set a fine example of this for the girls.

Representatives of Monica House Board of Directors will be present to answer questions you may have.

Respectfully,

MONICA HOUSE, INC.

Mrs. Bonnie Eaton

Mrs. Bonnie Eaton, President
4 Laurel
Wichita, Kansas 67206

BE/jg

Enclosures:

Application for Exception
Certified Ownership List
Copy of Contract of Sale for 8112 W. Murdock
Copy of WSC Dept. of Community Health letter dated 1/17/75
Copy of City of Wichita Fire Dept. letter dated 1/17/75

WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH
 1900 East Ninth Street
 Wichita, Kansas 67214

T102-215

Pink - Center
 White - WSCHD
 Blue - MCH
 Yellow - State SRS
 Green - Local SRS

NOTICE OF CORRECTIONS TO BE MADE ON LICENSED FACILITIES

Name Facility Monica House Address 8112 W. Maudslk
 Adm. Name Jan Grimsley Phone 722-5416
 Date Evaluation 1/17/1975

Regulation No. or City of Wichita Ord. No.	ITEMS TO BE CORRECTED	Corrections will be made by DATE
25-4-86	Provide two (2) complete bath facilities - 1st additional stool and shower facility will be required on 2nd floor	
	Fire exit will be placed in North east bed room and floor This room will provide for resident	
	This room, study in basement needs approval with provision of 2nd exit. Floor covering & wall finish where needed will be required.	
	When structure is approved by all depts bed rooms will accommodate seven (7) residents for boarding care.	

EVALUATOR Jack Wellman
 TITLE Deputy Supervisor PHONE 268-8357

EVALUATION SHEET ACCEPTED BY
Mrs. Jan Grimsley
 TITLE Board Member PHONE 722-5416

*Bed room space & other rooms will be detailed
 by separate letter.*

THE CITY OF WICHITA



FIRE DEPARTMENT
THIRD AND WATER STREETS
WICHITA, KANSAS 67202

January 17, 1975

Mrs. Jan Grinsley
340 S. Millbrook
Wichita, Kansas 67209

Re: Fire Evaluation for Proposed
Monica House - 8112 W. Murdock

Dear Mrs. Grinsley:

The following items must be complete before this property can be used as a Monica House:

Second Floor

1. Provide approved smoke detectors adjacent to the sleeping areas.
2. Provide a second approved exit from the second floor; the north-west bedroom is best suited. Do not install any locking device on this door unless it is free-wheeling.
3. Provide a one-hour wall and solid core door at the top of the stairs. This door must be equipped with a closer to insure its being closed.

First Floor

1. Swing the front door out.
2. Make sure the protective screen is in place, if the fireplace is to be used.
3. Provide a solid core door, with closer, to the basement stairs.

Basement

1. If this area is to be used other than service for the building, it will be necessary to provide a second approved exit.
2. Remove the wood paneling and reconstruct the dividing wall with 5/8 inch sheetrock. Any door used in this wall must be solid core.
3. Provide the underneath of the stairs with 5/8 inch sheetrock.
4. Provide the ceiling of the proposed recreation area with a non-combustible type tile or 5/8 inch sheetrock.

Mrs. Jan Grinsley
THE CITY OF WICHITA 2

January 17, 1975

General

1. Provide one (1) fire extinguisher (2A-10BC rated) for each level.
2. Seal up the clothes drop on both ends (second floor and basement).
3. Provide a plan to be used in emergencies.

When all items have been completed, please notify me so a recheck can be made. If you have any questions, please call.

Sincerely,

THE WICHITA FIRE DEPARTMENT



Dolan M. Martin
Fire Prevention Training Instructor

DMM:pp

cc: Leola Lindahl, Wichita-Sedgwick County Health Dept.
John Riddel, Central Inspection Division

OPTION TO PURCHASE

In consideration of the payment by Monica House Inc. hereinafter referred to as Optionee, in the amount of \$ 500.00 (Five Hundred and no/100) DOLLARS, receipt of which is hereby acknowledged, Edmond Prue & Patricia K. Prue, husband and wife hereinafter referred to as Optionor, grants to Optionee an option to purchase the real property situated in the City of Wichita, County of Sedgwick, State of Kansas described as Lot 15, except Easterly 3 feet, Block 35, Country Acres 2nd Addition, commonly known as 8112 W. Murdock for a PURCHASE PRICE OF \$ 45,000.00 (Forty-Five Thousand and no/100) DOLLARS, upon the following TERMS and CONDITIONS:

- 1. \$9,000.00 cash at time of closing with balance to be secured from the proceeds of a 30 year conventional loan in the amount of \$36,000.00. In the event buyer is unable to obtain above loan, all earnest money shall be refunded except for normal expenses, such as credit report, if any. Buyer agrees to pay loan closing costs and prepaid items.
2. This contract subject to Monica House obtaining necessary permits to operate Monica House, Inc., for girls on this property.
3. Exercise of this option is contingent upon receiving the necessary funds to relocate from Central Relocation Agency.
4. Optionee shall pay to Optionor the sum of \$372.00 per month which shall be considered as rent to begin April 1, 1975. Terms of rental agreement are set out in full on separate, attached rental agreement. \$100.00 of monthly rental fee of \$372.00 shall, upon the exercise of the option to purchase, be applied to the purchase price.
5. Seller to furnish heating, air-conditioning, plumbing and termite inspections, and if repairs are necessary, to pay for same.

ENCUMBRANCES: In addition to any encumbrances referred to above, Optionee shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

The amount of any bond or assessment which is a lien shall be [X] paid, [] assumed by Optionor

EXAMINATION OF TITLE: Fifteen (15) days from date of exercise hereof are allowed the Optionee to examine the title to the property and to report in writing any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said 15 days. If Optionee objects to any exceptions to the title, Optionor shall use all due diligence to remove such exceptions at his own expense within 60 days thereafter. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations hereunder may, at the election of the Optionee, terminate and end, and the option payment shall be returned to Optionee, unless he elects to purchase the property subject to such exceptions.

EVIDENCE OF TITLE: Evidence of Title shall be in the form of [X] a policy of title insurance, [] other: Optionor and Optionee. to be paid for equally by Optionor and Optionee.

POSSESSION: Possession shall be delivered to Optionee: [] Upon recordation of the deed. [] After recordation, but not later than See rental agreement. Unless Optionor has vacated the premises prior to recordation of the deed, Optionor agrees to pay Optionee \$ per day from recordation to date possession is delivered and to leave this sum in escrow, to be disbursed to the persons entitled thereto on the date possession is delivered.

PRORATIONS: Rents, taxes, premiums on insurance acceptable to Optionee, interest and other expenses of the property to be prorated as of recordation of deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Optionee.

MAINTENANCE: Until possession is delivered Optionor agrees to maintain heating, sewer, plumbing and electrical systems and any built-in appliances and equipment in normal working order, to keep the roof watertight.

NOTICES: By acceptance hereof, Optionor warrants that he has no notice of violations relating to the property from City, County or State agencies.

TIME: Time is of the essence of this agreement.

EXPIRATION OF OPTION: If not exercised, this option shall expire 180 days from date and Optionor shall be released from all obligations hereunder and all of Optionee's rights hereunder, legal or equitable, shall cease and the consideration hereinabove received for by Optionor shall be retained by Optionor.

EXERCISE OF OPTION: The option shall be exercised by mailing or delivering written notice to the Optionor prior to the expiration of this option and by an additional payment, on account of the purchase price, in the amount of \$44,500.00 (Forty-Four Thousand Five Hundred and no/100) DOLLARS for account of Optionor to the authorized escrow holder referred to above, prior to the expiration of this option.

Notice, if mailed, shall be by certified mail, postage prepaid, to the Optionor at the address set forth below, and shall be deemed to have been given upon the day following the day shown on the postmark of the envelope in which such notice is mailed.

In the event the option is exercised, the consideration hereinabove received for by Optionor [X] shall [] shall not be credited upon the purchase price.

BROKERAGE FEE: Upon execution of this option the Optionor agrees to pay to Matt Eck Inc., Real Estate the Agent in this transaction, the sum of \$ -0- (DOLLARS) and in the event the option is exercised, Optionor

agrees to pay Agent the additional sum of \$2,700.00 (Two Thousand Seven Hundred and no/100) DOLLARS for services rendered. This agreement shall not limit the rights of Agent provided for in any listing or other agreement which may be in effect between Owner and Agent. In the event legal action is instituted to collect this fee, or any portion thereof, the Optionor agrees to state the Agent a reasonable attorney's fee and all costs in connection with such action.

DATED: January 24, 1975

Signature lines for Patricia K. Prue (Optionor), Matt Eck Inc., Real Estate (Agent), and Optionee. Address: 5512 W. Central - Wichita, Ks. Phone: 942-7402 or 722-1605.

RENTAL AGREEMENT ON PROPERTY LOCATED AT 8112 W. Murdock

THIS AGREEMENT made and entered into this 24th day of January, 1975, by and between MATT ECK, REALTORS, Agent, of Wichita, Sedgwick County, Kansas, hereinafter referred to as LANDLORD and Monica House, Inc Wichita, Sedgwick County, Kansas, hereinafter referred to as Tenant, whose previous landlord was Mr. Chilton.

WITNESSETH:

Tenant, previously residing at 405 S. Hillside (~~is~~ ~~are~~) (~~is~~ ~~are~~) ~~single~~ ~~married~~ with 7 children hereby agrees to pay the sum of \$ 372.00 per month for the residence located at 8112 W. Murdock Wichita, Kansas; said rent commencing on the 1st day of April 1975, payable in advance. (~~I~~ ~~we~~) understand that rent will be due and payable on the 1st day of each month thereafter as long as (~~I~~ ~~we~~) shall occupy the building. The first month's rent is herewith paid by the Tenant, the receipt whereof is hereby acknowledged by the Landlord. It is mutually understood that hereafter any and all rentals shall be paid direct to the Landlord, MATT ECK, REALTORS, and that a \$2.50 extra charge will be due after the 10th day of the month and no rent can be accepted without payment of this extra charge.

Tenant further agrees to ~~maintain the property in good repair and condition and to~~ Keep the lawns mowed and trimmed; use only the parking area provided for our automobiles; ~~consult the Landlord regarding the erection of an outdoor television antenna; pay for any damage to the property except reasonable wear and tear; use only picture hanging devices so as to cause minimum damage to walls; comply with all city and county ordinances pertaining to garbage and trash disposal; to give written notice of thirty (30) days from next rental payment date to the Landlord of (our) intention to vacate the premises; and to allow the premises to be shown to prospective tenants at any reasonable hour during the final thirty (30) days of (our) occupancy, (Landlord to be required to give Tenant like notice in the event he desires to terminate tenancy); to leave the premises clean and in good repair, reasonable wear and tear excepted; allow no additional parties to permanently occupy the premises; erect no fences in front or back yard without the consent of the Landlord; allow no large trucks or trailers to be parked in the area; to enter into no sub-leasing agreement without the consent of the Landlord.~~

It is further mutually covenanted and agreed between the parties hereto that the following utilities are to be paid by the Tenant, to-wit: (gas, water, electricity, telephone and trash disposal).

This rental agreement is subject to the approval of the Landlord; if the Landlord fails to accept said tenancy, both the deposit for the first month's rent and the deposit for damages herein called for shall be refunded to the Tenant in full. It is further mutually understood and agreed by and between the Landlord and the Tenant herein, that the agent procuring this rental agreement shall be relieved from any and all liability and/or responsibility to either the Landlord or Tenant upon the execution hereof by both parties to this agreement.

MATT ECK INC., REAL ESTATE MONICA HOUSE, INC.
Landlord BY: _____
BY: Patricia K. Lane Tenants

CREDIT INFORMATION:
Employed by _____ Rate _____
" " _____ Rate _____
Bank _____ Approx. Balance _____
Reference _____
Nearest Relative _____ Address _____ Phone _____

STATE OF KANSAS



ROBERT B. DOCKING, Governor

STATE DEPARTMENT OF SOCIAL AND REHABILITATION SERVICES

State Office Building
TOPEKA, KANSAS 66612
ROBERT C. HARDER, Secretary

Division of
Social Services

Division of
Vocational Rehabilitation

Division of
Mental Health and Retardation

WICHITA DISTRICT OFFICE, 535 NORTH MAIN STREET, P.O. BOX 1620, WICHITA, KANSAS 67201

February 7, 1975

Metropolitan Area Planning Commission
104 South Main
Wichita, Kansas 67202

Attention: Mr. Larry Dobson

Dear Sir:

Based on the experience of the State Department of Social and Rehabilitation Services, there continues to be a need for group facilities such as Hillside Monica House.

Since their beginning, this facility has proven to be an excellent resource for teenagers and the need for this community resource continues to be great.

Sincerely,

Handwritten signature of Velma Butler in cursive.

Velma Butler, ACSW
Director of Social Services

Handwritten signature of Dick Van Wye in cursive.

Dick Van Wye, MSW
Section Supervisor of Placement Services

DVW:VB:mp



CITY OF WICHITA
DEPARTMENTS OF INSPECTION-FIRE-HEALTH
WICHITA, KANSAS

Inter-Departmental Referral Notice for Evaluation
of
Structures Proposed for Adult and Child Care

Agency Initiating Referral _____ Case No. _____ Date _____

Prospective Applicant Health Department Case No. 2 Date 1/17/75

Name	Address	Phone
------	---------	-------

Jan Grimsley Monica House	340 S. Millbrook	722-5416
------------------------------	------------------	----------

Prospective Site Address	Present Use	Residence
8112 W. Murdock	Proposed Use	
	Group Boarding	

Owner	Address	Phone
-------	---------	-------

Dr. Edmund Prue Thru Matt Eck Realty	Coldwater, Kansas 5512 W. Central	582-7321 942-7402
---	--------------------------------------	----------------------

Preliminary Report of Improvements for Initial Approval Status
(add additional sheets as necessary)

1. Furnish floor plan and plot plan
2. Change of occupancy (BZA)
3. Install 1-hour ceiling in basement and under stairway
4. Install door on access hole to crawl space
5. Solid core door with closer at stairway to basement.
6. Install corridor in N.E. bedroom (second floor) and landing with stairs to ground level.
7. Waiver on off-street parking.

Jack E. Kirkby

Agency Representative
Jack E. Kirkby, Central Inspection

Routing of Referral: Original (white copy) to Health; 1st copy (green) to Inspection; 2nd copy (red) to Fire.
Intra Agency Routing: Central Inspection-Zoning, Building, Plumbing, Electrical, Health-Environmental, Personal
Routing of Preliminary Reports: Photocopies from Health to Inspection and Fire; Inspection to Health and Fire; Fire to Health and Inspection

CITY OF WICHITA
DEPARTMENTS OF INSPECTION-FIRE-HEALTH
WICHITA, KANSAS

Inter-Departmental Referral Notice for Evaluation
of
Structures Proposed for Adult and Child Care

Agency Initiating Referral Health Department Case No. 2 Date 1/17/75

Prospective Applicant

Name	Address	Phone
Jan Grimsley Monica House	340 S. Millbrook	722-5416

Prospective Site 8112 W. Murdock

Address	Present Use	Residence
	Proposed Use	<u>Group Boarding</u>
Owner	Address	Phone
Dr. Edmund Prue Thru Matt Eck Realty	Coldwater, Kansas 5512 W. Central	582-7821 942-7402

Preliminary Report of Improvements for Initial Approval Status

(add additional sheets as necessary)

1. Provide two (2) complete toilet facilities for boarding girls. One additional stool and shower facility will need to be installed on 2nd. floor.
2. An approved fire exit will be provided from Northeast 2nd. floor bedroom. This room, after exit is provided, will provide space for one resident.
3. Rec. room--study room will be approved for use when 2nd. exit is provided. If study room is utilized in basement area, floor covering must be provided.
4. Bedrooms on 2nd. floor are as follows:

North Room 10'8" x 15'2" - 164 sq. ft.	2 residents
Northeast 9'2" x 11'8" - 109 sq. ft.	1 resident
Southeast 10' x 14'2" - 142 sq. ft.	2 residents
South Room 9'10" x 14'6" - 146 sq. ft.	2 residents

Total number of boarding children (same sex) 7

The Southwest and Northwest bedrooms are to be used for house parents needs.

When all necessary remodeling is completed and approved by all departments, including Zoning, this structure may be approved for 7 residents of the same sex.

cc: Jan Grimsley, 340 S. Millbrook

Dolan Martin, Fire Dept.

Jack Miller, C.I.

Larry Dobson, Planning

Leola Lindahl

Jack Milburn

Jack E. Milburn, Health
Agency Representative

Routing of Referral: Original (white copy) to Health; 1st copy (green) to Inspection; 2nd copy (red) to Fire.

Intra Agency Routing: Central Inspection-Zoning, Building, Plumbing, Electrical Health-Environmental, Personal

Routing of Preliminary Reports: Photocopies from Health to Inspection and Fire; Inspection to Health and Fire; Fire to Health and Inspection



434 N. MAIN
267-83

TITLE INSURANCE — ABSTRACTING ORDER AND INVOICE

No 221242

Billing Date 1-23-75

Order Date 1-23-75

Wanted

CHARGE TO Monica House

DESCRIPTION

200' radius of:
Lot 15, except the SEly 3' of Lock 35,
Country Acres Second Addition, Sedgwick
County, Kansas.

Abstracting Charges

- Entries
- Certification
- Dist. Court Proceedings
- Prob. Court Proceedings
- Plat
- Cfr. of Title
- Judg't Search
- Contract
- Req.

Papers Left

Com/Ins.

Extend Spec. Cfr. Cfr. Ownership **XX** Plat Cfr. of Title Pay Taxes

New Abst. Supl. Comply with Req. Hold/Rel.

Owner's

Mtgee's

mail

XXXX to Jane See 322 Hampton 67206

TOTAL No charge

OWNERSHIP LIST

Lot	Block	Addition	Property Owner
7	35	Country Acres 2nd Addition	✓ Murray Robert Biles Joyce A. Biles 8131 Birch Lane 67212
8	35	Same	✓ Richard M. Linehan & Doris G. 8125 Birch Lane 67212
9	35	Same	✓ Steven T. Older & Betty W. 8101 Birch Lane 67212
10	35	Same	✓ Frank J. Andra & Rosemary 957 Redbarn Lane 67212
11	35	Same	✓ John D. Schwarz & Pamela F. 949 Redbarn Lane 67212
12	35	Same	✓ Clyde E. Bevis & Barbara G. 941 Redbarn Lane 67212
13	35	Same	x ✓ Jimmie J. Williams & Juanita 933 Redbarn Lane 67212
14	35	Same	x ✓ Clinton J. Bauer & Elizabeth J. 8100 W. Murdock 67212
Sely 3'			
15	35	Same	✓ Same Patricia K. Prue 8112 W. Murdock 67212
15exc SE 3'	35	Same	
16	35	Same	x ✓ Donald W. Duckett & Rita J. Address Unknown <i>8118 W. Murdock</i> <i>2/25/75 J.H.D.</i>
17	35	Same	x ✓ Wesley R. Folck & Frances D. 8126 W. Murdock 67212
18	35	Same	x ✓ Marcel Alfred Steiner Mary Jane Steiner 8132 W. Murdock 67212
1	36	Same	✓ Roy A. Coombs & Marjorie M. 917 Redbarn Lane 67212
5	36	Same	✓ James J. Simmons & Kathleen 200 W. Douglas 67202
6	36	Same	x ✓ Carol A. Orr (Schultz) 8023 Bekemeyer Lane 67212

Lot	Block	Addition	Property Owner
7	36	Country Acres 2nd Addition	✓ Victor N. Evans Jr. & Elaine L. 8017 Bekemeyer Lane 67212
6	37	Same	✓ Paul Kirk Jr. & Sally E. 8201 W. Murdock 67212
7	37	Same	✓ Robert L. Barbour & Carolyn J. 8127 W. Murdock 67212
8	37	Same	✓ Jerry B. Malone 2900 Oriole 67204
9	37	Same	✓ Victor H. Evans & Lucile M. 8101 W. Murdock 67212
10	37	Same	✓ John Raymond Shively Jr. ✓ Ramona Odetta Shively 8110 Bekemeyer 67212
11	37	Same	✓ David W. Rice & Patricia R. 8116 Bekemeyer 67212
2	33	Same	✓ Charles N. Givens & Suzanne 948 Redbarn Lane 67212
3	33	Same	✓ Terry L. Boyer & Teresa S. 940 Redbarn 67212
4	33	Same	✓ Edwin F. Wenzel & Mayme E. 932 Redbarn Lane 67212

EXCELEBASE
By
FOX RIVER

The Security Abstract and Title Company, Inc.,
hereby certifies the foregoing to be a true and correct list of
property owners of:

A 200 foot radius of: Lot 15,
except the Southeasterly 3 feet,
Block 35, Country Acres Second
Addition, Sedgwick County, Kansas

as shown by the records on file in the Office of the Register of
Deeds of Sedgwick County, Kansas, on this 23rd day of January,
1975 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT AND TITLE COMPANY, INC.

By

Mary Sable

Vice President

Order No. 221242
wh

FORM 22-021

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION AMOUNT

Name

Address

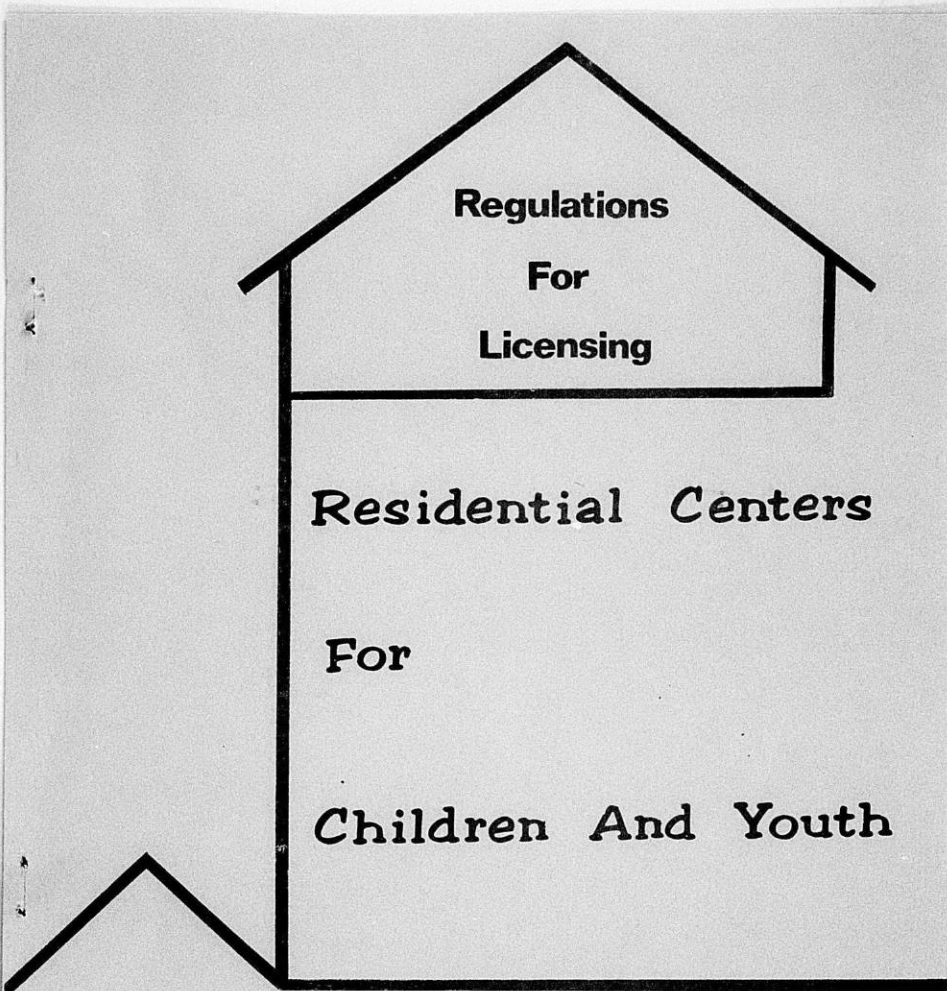
Type

Due Date

Comments:

Date

By



Regulations

For

Licensing

Residential Centers

For

Children And Youth

KANSAS STATE DEPARTMENT OF HEALTH

JANUARY 1, 1974

REGULATIONS FOR RESIDENTIAL CENTERS FOR CHILDREN AND YOUTH

28-4-75 DEFINITIONS

1. Residential Center-(also referred to as Center) provides twenty-four hour care for more than ten residents, and includes Detention Center, Emergency Shelters, Children's Institutions, and Maternity Homes.
2. Children's Institution - is a Center caring for more than ten children.
3. Maternity Home - is a Center whose primary function is to provide services to eleven or more women during pregnancy.
4. Maternity Care - is residential care which includes services to females under 18 years of age during pregnancy.
5. Detention Center provides residential care, protection, and secure custody of children and youth referred by the Court. This care also provides the resident with protection from his or her own uncontrolled behavior.
6. Emergency Shelter for Children provides residential care and protection not to exceed thirty days.
7. Emergency Care - is residential care not to exceed thirty days.
8. Temporary Care - is residential care not to exceed ninety days.
9. Resident - is any child, youth, or pregnant female accepted for care in the Residential Center.
10. Developmental Disability - is a disability attributed to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found to be closely related to mental retardation which constitutes a substantial handicap to such individual. (Public Law 91-517)
11. Living Unit - is a group of residents living together as an established unit within the Center.
12. The Joint Licensing Committee - is defined as a committee made up of designated representatives of the state licensing agencies, these being the Kansas State Department of Health, and Kansas State Department of Social and Rehabilitation Services. A representative of the State Fire Marshal's Office shall be an ex officio member.
13. A Full License - is a license granted for a term of one year when the facility meets all Regulations for Residential Centers for Children promulgated by the Kansas State Department of Health.
14. Temporary License - is temporary approval without fee where neither approval nor disapproval can be given within a period of thirty days following request for evaluation. A Center shall not operate under a Temporary License longer than one year.
15. Program - is the comprehensive and coordinating sets of activities and social services providing for care, protection, and development of children while in the care of the Residential Center.
16. Corporal punishment - is any method of physical discipline which inflicts pain.

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17. Placing Agent - is the person, social agency, or court possessing the legal right to place a child. (Authorized by KSA 65-508, 65-501, 65-502, 65-503, 65-504)

28-4-76 LICENSING PROCEDURES

1. Any corporation, firm, or association desiring to conduct a Residential Center shall apply for a license to do so on forms provided by the Kansas State Department of Health.
2. No organization shall conduct a Residential Center for children under sixteen or a Maternity Home unless licensed to do so by the Kansas State Department of Health.
3. Detention homes and other foster care facilities operated by or receiving support from county or municipal governments shall meet the same requirements for licensure as privately operated facilities, but shall not be required to pay any fee for the license. (Authorized by KSA 65-503)
4. The application for a license shall be accompanied by a written proposal which details the purpose of the Center, the administration, financing, staffing and services to be offered including age range and sex of residents to be served. This proposal shall be approved by the Kansas State Department of Social and Rehabilitation Services before a full license is issued by the Kansas State Department of Health.
5. Plans for all buildings to be used to house the Residential Center shall be submitted to the Kansas State Department of Health for approval. (See Regulation No. 28-4-86, 1B)
6. Representatives from the Kansas State Department of Health, Kansas State Department of Social and Rehabilitation Services, and of the State Fire Marshal, shall visit the Residential Center to make a determination of compliance for purposes of licensing and re-licensing.
7. State operated Children's Institutions shall be inspected every six months by representatives of the State Department of Health as required by KSA 65-176, KSA 75-3044.
8. Upon receiving notification that the application for license has been approved and prior to receiving the license, the applicant shall forward to the Kansas State Department of Health the license fee, the amount of which shall be as follows:
 - A. A Full License for a period of one year for each living unit in separate buildings, \$5.
 - B. A Temporary License requires no fee. (Authorized by KSA 65-501, 65-503, 65-504, 65-505, 65-506, 65-508, 65-512, 65-513.)

28-4-77 TERMS OF LICENSE

1. The maximum number and age range of residents who may be cared for in each living unit shall be specified on each license.
2. The number of residents permitted in the living unit shall be reduced by the number of children of the staff residing in the unit, unless separate living space is provided for the staff and their children.
3. Any Residential Center License issued shall be valid only for the firm, corporation, or association and the address appearing on the license. A new application and fee are required for each change of ownership, sponsor, or address of the Center.
4. This license does not give permission for placement of children.
5. No activities which would interfere with the care of the residents shall be carried out in the Center by child care personnel.
6. Advertisements shall conform to the statement of services as given on the application.

28-4-77 TERMS OF LICENSE cont.

Under no circumstances shall claims as to specialized services be made unless the Center is staffed and equipped to offer such services or has made arrangements for services as outlined in Regulation No. 28-4-77, 6E. No general claim as to "state approval" shall be made unless the Center has obtained a Full License issued by the Kansas State Department of Health.

7. The administrative organization shall inform the licensing authority when it seeks the application to be withdrawn or the license not be renewed. The Kansas State Department of Health shall notify the applicant or licensee and other appropriate agencies that the center is considered closed and the license terminated.
8. Should the application be denied by the Kansas State Department of Health, the applicant shall be notified in writing, and be advised of the entitlement to an administrative hearing. Following the administrative hearing, the applicant has the right of appeal to the District Court, as provided in KSA 65-504. (Authorized by KSA 65-501, 65-504)

28-4-78 ADMINISTRATION

1. Organization

- A. The Residential Center or its parent body shall be incorporated in the State of Kansas as a non-profit corporation or be a corporation qualified in the State of Kansas and shall operate in accordance with its established by-laws.
- B. A copy of the Articles of Incorporation and By-Laws shall be furnished to the Kansas State Department of Social and Rehabilitation Services. It shall include a non-discrimination statement.

2. Governing Board

- A. The corporation shall have a board of directors which is responsible for its policies, finances and general management.
- B. A Residential Center shall have sound plans and policies of organization and administration clearly defining legal responsibility, administrative authority, and responsibility for comprehensive services.

3. Finances

- A. The corporation or agency shall have sound and sufficient finances to insure effective services. Plans for financing the services shall be a responsibility of the Governing Board.
- B. The Residential Center shall prepare an annual financial statement and have an annual audit by an independent public accountant. Copies of each shall be available to the Kansas State Department of Social and Rehabilitation Services within four months of the end of the Center's fiscal year.
- C. The Residential Center shall maintain financial records sufficient to verify resources and amounts of income, including income from residential care, and shall account for major expenditures on behalf of the child for whom payment is received.
- D. Liability and casualty insurance shall be carried to guard against major losses.
- E. Children's personal money shall be kept separate from the Residential Center funds and accounts shall be kept thereof.
- F. Children shall not be exploited in campaigns or publicity efforts to raise funds.
- G. Solicitation of funds shall not be made in more than one county of Kansas without a "Permit to Solicit" renewable yearly, from the office of the Secretary of State. (Authorized by KSA 17-1706)

4. Personnel Policies

- A. The Center shall have written personnel policies and operating practices, and these shall be made available to its staff members. The various services at the Center and the duties and responsibilities of each staff member shall be clearly defined.
- B. A personnel record shall be maintained on each staff member and made available to him or her on request.

28-4-78 ADMINISTRATION cont.

- C. Personnel policies shall be reviewed annually by staff and administrative board.
 - D. Child care personnel shall attend meetings, training sessions, etc., in order to improve their knowledge, understanding and practice of child development principles.
 - E. A Residential Center shall not receive a license when any member of the staff has been convicted of a felony involving intentional bodily harm or has a history of sex deviation or commission of a sexual offense.
5. Child Care Personnel
- A. The Governing Board of the Residential Center shall designate an administrator whose responsibility is administration of the program.
 - B. There shall be child care staff over 18 years of age to supervise the residents at all times to provide for their physical, social, emotional and educational needs, to keep the physical facilities in clean condition, and to prepare meals.
 - C. Child care personnel providing direct services to children shall be assigned to a specific living unit.
 - D. Substitute child care personnel shall be provided for the relief of regular staff.
 - E. Child care staff and relief staff shall have a working knowledge of agency policies and current status of residents.
6. Staff Qualifications
- A. Administrator
The administrator shall not be a voting member of the Governing Board if he or she is a paid staff member. He or she shall have at least a bachelor's degree and previous administrative experience and shall have a working knowledge of child development principles.
 - B. Child Care Staff
 - 1. Child care staff shall be in good mental and physical health. They shall be able to offer intellectual, spiritual, and moral guidance to a child.
 - 2. The child care staff shall possess knowledge and understanding of the needs of children and practice accepted methods of child care.
 - 3. Child care staff with major responsibility for the residents shall have at least a high school diploma or its equivalent.
 - C. Food Service Staff
 - 1. Persons preparing the food shall:
 - a. Have knowledge of nutritional needs of children
 - b. Understand quantity food preparation and service
 - c. Practice sanitary methods of food handling and storage
 - d. Be sensitive to individual and cultural food tastes of children
 - e. Be willing to work with the administrator in planning learning experiences for children relative to nutrition
 - D. Office Staff
There shall be sufficient number of typists, stenographers, clerks, and bookkeepers to maintain correspondence, files, reports and records.
 - E. Consultant Services
The Center shall arrange for a consultant staff such as social workers, physicians, psychologists, psychiatrists, teachers, professional nurses, speech therapists, and such other consultants as may be required to meet the needs of the residents served.
7. Records
- A. Children's Records
 - 1. A register shall be kept of all children under care, with name, birthdate, and names and addresses of parents or legal guardians.
 - 2. The administrator shall report the admission or discharge of each child within 48 hours by mail, to the Division of Maternal and Child Health of the Kansas State Department of Health, on admission and discharge forms furnished by the Department. The death of a child in a Residential Center shall be reported promptly to the Maternal and Child Health Division of the Kansas State Department of Health.

28-4-78 ADMINISTRATION cont.

3. Files shall be kept on each resident in care which shall include:
 - a. Social case record including the treatment plan and a progress report every four months.
 - b. Medical and dental records.
 - c. Medical and dental permission forms signed by parent or legal guardian. The permission form used shall be one that is acceptable to the vendor who will provide the service.
 4. Medical and dental records shall be kept on forms issued by the Kansas State Department of Health and shall be kept up-to-date at all times.
 5. Any improper disclosure of medical and dental records or social history regarding the children shall cause the revocation or suspension of the license in force, or the closure of a Residential Center under study.
- B. Staff Records
- A file shall be kept at the Center on each employee which includes:
 1. Terms of employment
 2. Health certificates (Authorized by KSA 65-507, 65-508, 65-509, 65-510, 65-511)

28-4-79 ADMISSION POLICIES

1. Written admission policies shall be prepared by the Governing Board in accordance with goals and purposes of the center.
2. Children under three years of age shall be given care in Residential Centers only under the following conditions:
 - A. Up to thirty days emergency care.
 - B. To keep siblings together for maximum of 90 days.
3. Centers not specifically designed to serve the developmentally disabled child shall admit children with special problems as follows:
 - A. Children with mild developmental disabilities shall be enrolled at the discretion of the director and Governing Board of the Center.
 - B. Children showing significant developmental disabilities (severe mental retardation, emotional disturbance, or physical handicap) shall be enrolled at the discretion of the administrator and Governing Board following a developmental evaluation of the child and approval from the Kansas State Departments of Health, and Social and Rehabilitation Services.
4. Placement Agreements between Placing Agent and Center
 - A. The goal of residential placement shall be to return the child to his own home when such placement is in the best interest of the child.
 - B. There shall be a written agreement at the time of admission regarding responsibility of services to the child's family while the child is in placement.
 - C. There shall be a written agreement at the time of placement between the placing agent and the Residential Center setting forth the terms of placement of children and their removal with the understanding that the person or agency having custody shall retain the right to withdraw the child. Parenting responsibilities shall be clearly defined.
 - D. The placing agent, or other person responsible under the law for the care and custody of each child, shall make arrangements at the time of placement for the financial responsibility for services of the Residential Center and for necessary specialized services.
 - E. Acceptance of out-of-state children shall be made according to the laws and procedures of the State of Kansas which pertain to interstate placement of dependent and/or delinquent children.
 - F. A Residential Center shall not accept permanent legal guardianship of a child unless the Center is licensed as a Child Placing Agency. (Authorized by KSA 65-504, 65-508)

28-4-80 SERVICES

1. Social Services
There shall be a specific plan for the provision of social services for each child in care. Social services shall be provided by a private or public social agency, or through

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an approved social worker on the Center staff.

2. Discipline

- A. Each resident shall be treated as a member of the group during the period of his care, sharing privileges and duties of the household according to his age and capacity, and receiving care and training according to his special abilities and limitations.
- B. Discipline which is humiliating or frightening or physically harmful to the resident shall not be used at any time. The resident shall be protected against all forms of neglect, exploitation, or degrading forms of discipline. No resident shall be confined in any dark space nor isolated without an adult available to him. Corporal punishment shall not be used.

3. Education

Every resident shall be helped to secure the maximum amount of education of which he is capable and be provided the optimum conditions under which he can receive the greatest benefit from his school experience. Alternative formal schooling provided by the Residential Center shall be accredited by the Kansas State Department of Education.

4. Religion

Each resident shall be given the opportunity to develop the foundation for a religious faith.

5. Work Experiences

- A. Whenever possible, residents shall have an opportunity to earn and manage money by working either at the Center or in the community. They shall not be used to replace regular staff.
- B. Vacation, after school, and other jobs shall be permitted with the administrator's approval.
- C. Work experiences shall not be allowed which are defined as hazardous by the Kansas State Department of Labor regulations governing child labor. (Authorized by KSA 65-504, 65-508)

28-4-81 HEALTH CARE POLICIES

1. Health Services

- A. The Governing Board in consultation with a physician and/or community health nurse shall develop written policies for implementing the health program in the following areas:
 - 1. Health examinations for children and staff
 - 2. Continuing health care
 - 3. Dental examinations and follow-up dental care
 - 4. Corrections of medical problems
 - 5. Special examinations such as vision, hearing and neurological
 - 6. Care of minor illness including the use of non-prescription drugs
 - 7. Consultation for the individual child when indicated
- B. The admitting agent shall obtain a written consent from the parent or guardian for medical and dental care, and shall also obtain a written agreement from parent or guardian regarding payment for such services.
- C. Medicines, poisons and firearms shall be kept locked. The medicine cabinet shall be located in an accessible, supervised area. Internal and external medicines shall be kept in separate sections.
- D. All prescription medicines must have the name of the individual, the physician, and show the dosage and time. A record shall be kept in the resident's file as to who gave the medication and when it was given. All unused medications shall be safely discarded.

28-4-81 HEALTH CARE POLICIES cont.

E. Arrangements for emergency care shall be made as follows:

1. The Residential Center shall have in writing the name, address, and telephone number of a physician to be called in case of emergency.
2. Provision shall be made at a hospital or clinic away from the Residential Center for care of residents requiring emergency medical treatment.
3. When a staff member accompanies a resident to the source of emergency care, he shall remain with the resident for the duration of the emergency. Such an arrangement shall not compromise the supervision of the other residents in the program.
- F. The community health nurse who evaluates the Center for licensing shall be used as a consultant on compliance with licensing regulations.

2. Physical Health of Residents

- A. A pre-entrance health assessment conducted by a certified nurse in a public health department or by a licensed physician shall be required for each resident.
 1. Health assessments shall be renewed annually.
 2. The initial health assessment shall include a tuberculin test, and chest X-ray if the TB test is positive.
 3. Additional tuberculin testing shall be required only if the resident becomes a contact of a new, active, or reactivated case of tuberculosis, or develops symptoms compatible with tuberculosis. The results of these examinations shall become a part of the child's health record.
 4. Results of the health assessment shall be recorded on forms supplied by the Kansas State Department of Health.
 5. Where a safe level of immunization has not been attained, the staff of the Residential Center shall make arrangements for obtaining the necessary immunizations.
- B. A current record shall be kept on each resident which includes pertinent information about his health status, his developmental progress and any special needs he may have, with appropriate plans to meet these needs.
- C. The staff shall update the health information as determined by the program's specific health policies and shall use such information as a basis for review and evaluation of the resident's health status.
- D. All staff members shall be trained in observation of symptoms of illness and in elementary principles of first aid.
- E. The staff of the Residential Center shall obtain immediate medical treatment for the resident when he is seriously injured or ill, and shall notify the placing agent and/or parent and the local health department of the injury or illness as soon as expedient.

3. Dental Health of Residents

- A. A dental examination under the supervision of a licensed dentist shall be required for each resident at the time of admission and annually thereafter.
- B. Follow-up dental correction and continuous dental care shall be provided.
- C. The Residential Center staff shall develop plans for dental health education and supervise the residents in the practice of good oral hygiene.

4. Personal Health of Staff and Volunteers

- A. All paid staff who will have contact with the children shall have a health assessment conducted by a licensed physician or by a nurse certified by the Kansas State Department of Health prior to employment and annually thereafter.
- B. Results of the assessment shall be recorded on forms supplied by the Kansas State Department of Health and kept on file at the Center and/or local health department.
- C. The initial health assessment shall include a tuberculin test and a chest X-ray for persons over 18, and tuberculin test only (if negative) for persons under age 18.

28-4-81 HEALTH CARE POLICIES cont.

- D. Immediate additional tuberculin testing shall be required only upon exposure to a new active or reactivated case, or the development of symptoms compatible with tuberculosis. The results of the test and of follow-up treatment shall be recorded in the person's health record at the center and the health department shall be informed.
- E. All family members residing at the Residential Center shall obtain health assessments as described above.
- F. Volunteers shall present written proof of freedom from active tuberculosis before serving in a Residential Center. (Authorized by KSA 65-504, 65-507, 65-508, 65-512).

28-4-82 MENTAL HEALTH POLICIES

1. The residential program shall supplement and support the family-child relationship.
2. The views of the parents, the child, and the placing agent concerning those factors important to them in the emotional development of the child shall be considered by the staff in the treatment plan for the resident.
3. The cultural heritage of the resident shall be recognized and respected.
4. Mental health concepts, as an integral aspect of total child development, shall be included in staff training and in parent-child conferences. (Authorized by KSA 65-508).

28-4-83 NUTRITION POLICIES

1. Centers shall serve meals and snacks appropriate to the nutritional needs of residents.
2. Diets shall follow the basic four food group requirements.
3. Special diets shall be provided for residents as ordered by attending physician.
4. The menus shall be planned a week ahead and copies of menus as served for one month shall be kept on file and available for inspection.
5. Only pasteurized milk and government inspected meat and fowl shall be used.
6. Home canned foods shall not be served in the Residential Center. Frozen foods if properly prepared shall be acceptable for use.
7. Failure or inability to provide an adequate diet shall be cause for revocation or license. (Authorized by KSA 65-508).

28-4-84 ACCIDENT PREVENTION POLICIES

1. Each Residential Center shall in consultation with the fire inspector or other appropriate resources, develop a disaster plan to provide for the safety of residents in emergencies.
 - A. Plans shall be developed for the care of residents in disasters such as fire, tornadoes, storms, floods, and civil disorders, as well as occurrences of serious illness or injury to staff and residents.
 - B. Evacuation drills shall be conducted for tornadoes and fires at random monthly intervals and the date recorded.
 - C. The personnel in the center shall be informed of the disaster plan, and the plan shall be posted.
2. Education about accident prevention shall be included in staff training. (Authorized by KSA 65-508).

28-4-85 POLICIES RELATING TO ANIMALS AT THE CENTER

1. Written policies shall be developed for the care of animals and pets kept at the Center. This policy shall be approved by the Kansas State Department of Health. Dogs and cats shall have current immunizations as recommended by the veterinarian.
2. Animals that represent a hazard to children such as water turtles, and poisonous snakes and insects, shall be excluded. (Authorized by KSA 65-508)

28-4-86 ENVIRONMENTAL STANDARDS

1. Building - general requirements
 - A. The building shall meet the legal requirements of the community as to zoning, fire protection, water supply, and sewage disposal. Where local regulations do not exist, accepted child care facility standards of the Kansas State Board of Health and the Kansas State Fire Marshal shall prevail. Buildings shall be maintained in good condition.
 - B. Plans for a proposed building to be newly constructed or for any major addition or alteration shall be the responsibility of a licensed architect.
 1. In the case of the new buildings preliminary plans and outline specifications including plot plans shall be submitted concurrent with an application for license to the Kansas State Department of Health, for review and approval prior to commencing the final working drawings and specifications. The final working drawings including construction specifications and plot plans shall be submitted to said department for review and written approval prior to the letting of contracts.
 2. In the case of any anticipated addition or alteration, a written statement defining the proposed use of the construction shall accompany the plans and specifications which must be submitted to the Kansas State Department of Health for review and written approval by the licensing agencies prior to commencing construction.
 - C. The written approval for all proposed construction or existing building utilization given by the Kansas State Department of Health is limited to a period of one calendar year from its date of issuance. If construction is not commenced within the year, the above approval expires. Beyond that period, consideration will require that the plans and proposal be resubmitted to the state licensing agencies for their review and approval.
2. Location and Grounds
 - A. Community resources such as school, churches, recreational and health services, police protection, and fire protection from an organized fire department shall be available to the Residential Center.
 - B. There shall be sufficient outside play space available, as determined by the number and ages of children and youth.
 - C. The outdoor play area shall be free of physical hazards.
 - D. Playground equipment such as climbing apparatus, slides and swings shall be provided appropriate to the age of the children in care, and shall be firmly anchored.
3. Inside Area
 - A. The building shall be clean at all times, free from accumulated dirt, vermin and rodent infestation.
 - B. The structure for a living unit shall be large enough to house the number of residents planned for, the staff, and children of the staff who are to live in the center.
 - C. Space for live-in substitute child care staff shall be provided in each living unit.
 - D. Living rooms and indoor play space shall have proper heating, lighting and ventilation. (See Fire Safety Code, Regulation 22-15-4,5 and 6). There shall be adequate space for recreation and study.

- E. All quarters occupied by the residents shall have lighting of a minimum of 20 foot candles in all parts of room. There shall be lighting of a minimum of 50 foot candles in areas used for reading, study or other close work.
 - F. There shall be a telephone located in each living unit and readily available. Emergency numbers such as fire, police, hospital, physician, poison control center, and ambulance shall be posted by the phone.
 - G. Windows and doors shall be screened as needed unless areas are air conditioned.
 - H. Low windows and glass doors which present a hazard to children shall be effectively screened or guarded.
 - I. All stairs shall be provided with sturdy handrails, landings which are half again as wide as the door shall be provided beyond each exterior door and any interior door opening onto a stairway.
 - J. The living unit shall contain adequate central storage for household supplies, bedding, linen, out-of-season clothing, luggage and play equipment in addition to adequate closet and storage space in bedrooms for the residents and child care staff.
 - K. Floors shall be smooth and free from cracks, easily cleanable and shall not be slippery. Floor covering for living quarters shall be required over concrete slabs in contact with the ground.
 - L. Walls shall be smooth, easily cleanable and in sound condition. Paneling shall meet fire safety requirements. (See Fire Safety Regulation 22-15-5,3,A)
 - M. Lead-free paint shall be used on all painted surfaces.
 - N. Electrical outlets within the reach of children under six years shall be covered with safety devices.
 - O. Appropriate physical facilities, equipment, and furnishings shall be provided when children with handicapping conditions are to live in the unit. Care for non-ambulatory children shall be provided on the ground floor. All exits and steps shall have ramps properly equipped with cross-treads. Ramps shall have an incline of no more than two inches to the foot.
4. Sleeping Facilities
- A. Sleeping facilities shall be limited to first and second floors. Any room with floor level more than 30 inches below ground level shall be considered a basement. The minimum square footage of free floor space shall be 80 square feet per person in single rooms, and an average of not less than 60 square feet of free floor space per person in rooms accommodating more than one person. Minimum ceiling height shall be 7'8" over 90% of the room area.
 - B. All sleeping rooms shall be outside rooms with operable windows, well-ventilated, adequately lighted, appropriately heated or cooled. In lieu of operable windows, Centers providing secure custody shall have two exits remote from each other immediately available to residents.
 - C. A separate bed with level, flat mattress, in good condition, and adequate bedding shall be provided for each resident.
 - D. Children of staff who reside in the Center shall have separate sleeping areas if sex or age is different from that of residents.
5. Food Service
- A. The major food preparation area shall be adequately equipped for the sanitary preparation and storage of food, and washing of dishes and utensils; and food shall be prepared and served in a sanitary manner. Kitchens constructed after January 1, 1974, which are to serve 25 or more persons shall provide separate handwashing facilities in the kitchen. (Food Service Sanitation Manual, U.S. Department of Health, Education and Welfare.)
 - B. Dishes, kitchen utensils and feeding equipment shall be maintained in a sanitary condition using one of the following methods:
 - 1. Wash, rinse, sanitize, and air dry
 - 2. Use of mechanical dishwasher
 - a. Domestic type for groups of 24 or fewer persons
 - b. Commercial type for groups of 25 persons or more. This type shall have a twelve second rinse with 180° F. water.

28-4-86 ENVIRONMENTAL STANDARDS cont.

- C. Dishes shall have a smooth, hard-glazed surfaces and be entirely free from cracks or chips.
 - D. The terminal method of sterilization shall be used if formula is prepared at the Center.
 - E. Refuse shall be placed in approved covered containers and removed at least twice weekly from the premises.
6. Water Supply
- A. The water supply shall be from a source approved by the health authority, so certified and shall be under pressure.
 - 1. Water coming into the premises shall come from a public or municipal source and the plumbing shall have been installed and be maintained in a manner approved by local or state plumbing codes or,
 - 2. A private water supply shall have been investigated and approved by the responsible health authority, and the plumbing shall have been installed in an approved manner as above.
 - B. Sanitary drinking facilities shall be provided for the residents while either indoors or outdoors. The following methods are acceptable: (a) disposable cups and appropriate water dispenser available to the residents; (b) a fountain of approved design so arranged that a child can get a drink of water by himself; (c) a glass washed after each use.
7. Toilet and Lavatory Facilities
- A. All plumbing fixtures and building sewers shall be connected to public sewers where available.
 - B. Where a public sewer is not available, a private sewage disposal system meeting requirements of the health authority and installed and connected to all plumbing fixtures and building sewers shall be used.
 - C. Toilet and bathing facilities shall be convenient to sleeping quarters, living and recreation rooms.
 - D. Cold water and hot water not exceeding 120^o F. shall be supplied under pressure to lavatory and bath tub or shower.
 - E. For each five or fewer residents of each sex, there shall be at least one toilet, one lavatory and a bath tub or shower.
 - F. Separate bathroom facilities shall be provided for resident staff.
 - G. All bathrooms shall be ventilated. Inside bathrooms shall have a mechanical system to the outdoors with minimum of four air changes per hour.
 - H. In Centers servicing non-ambulatory children, toilets and washbasins shall be designed to accommodate them.
8. Laundry Facilities
- A. If laundry is done at the Center, laundry fixtures shall be located in an area separate from food preparation areas, and shall be installed and used in such a manner as to safeguard the health and safety of the residents.
 - B. The type of diapers and diaper service used shall be determined by the Center director with approval of the health nurse.
 - C. Soiled linen shall be kept in areas separate from clean linen.
 - D. In Centers constructed after January 1, 1974, separate handwashing facilities shall be provided in the laundry room which serves 25 or more persons.

28-4-86 ENVIRONMENTAL STANDARDS cont.

9. Swimming and Wading Pools

- A. If swimming pools (water over 12" deep) or wading pools are part of the facilities, or program, they shall be constructed, maintained, and used in such a manner as to safeguard the lives and health of the residents.
 1. A life guard with a current Red Cross Senior Life Saving Certificate shall be on duty at all times when swimming pools are in use.
 2. Swimming pools shall be fenced in accordance with accepted safety practices to prevent chance access by children.
 3. Wading pools shall be used only when an adult staff member informed about water safety procedures is present.
 4. The number and ages of children using either swimming or wading pools shall be limited at any one time to allow appropriate supervision by the adult staff member or life guard.
 5. The water in the pool shall be treated, cleaned, and maintained in accordance with state health regulations.
 6. Legible safety rules for the use of pools shall be posted in a conspicuous location and shall be read and reviewed at regular intervals by all staff members responsible for the care of children.
- B. Ponds and lakes shall be approved for swimming by the appropriate health authority. A qualified life guard shall be on duty. (Authorized by KSA 65-508).

28-4-87 TRANSPORTATION

1. Any Residential Center which provides transportation for residents shall meet the following requirements:
 - A. The driver of the car or bus shall obtain the appropriate driver's license from the Kansas State Motor Vehicle Department.
 - B. A second adult shall be in attendance when more than five children under five years of age are being transported.
 - C. The vehicles used for transportation of residents shall have the following minimal limits of insurance: \$50,000 bodily injury liability for any one person; \$100,000 bodily injury liability for any one accident; \$25,000 property damage; \$2,000 medical payments.
 - D. The transporting vehicle shall be checked every 3,000 miles and deficiencies corrected. (Authorized by KSA 65-508).

28-4-88 MATERNITY CARE

Any Residential Center which provides maternity care shall meet the following additional requirements:

1. Each resident shall receive the services of a licensed physician or osteopath on a regular and continuing basis throughout pregnancy, delivery, and post-delivery check-up.
2. The Residential Center shall have consultation from a board-certified obstetrician available in case of emergency or complication.
3. There shall be a written plan for all deliveries to take place in a hospital licensed in the State of Kansas, stating name and location of the facility and an alternate hospital should services be unavailable.
4. The Residential Center shall be within fifteen minutes of the licensed hospital providing maternity service.
5. Complaints of inadequate or improper care by a physician or hospital shall be reported in writing immediately to the Kansas State Department of Health.
6. Ambulance service shall be readily available for emergencies.

7. Special arrangements shall be available for bed care and nursing of residents who develop complications during pregnancy, but do not require hospitalization.
8. The resident's medical record shall include the medical consent form, name of Resident's physician, schedule of appointments, expected date of delivery, and special needs or problems.
9. No medication or drugs (either prescription or non-prescription) shall be administered without the specific written approval of the physician providing care for the resident.
10. The Residential Center shall contract for the services of a registered nurse to provide at least weekly instruction to the pregnant residents regarding prenatal care, labor, delivery, nutrition, general health and hygiene, post-partum care, post-natal care, contraception and venereal disease. The registered nurse shall also serve as a consultant to the staff regarding the development of general health policies.
11. Special nutrition policies for pregnant residents shall be developed in consultation with physician and consultant nurse.
12. Residents shall be provided with the opportunity to attend classes in child development and child care.
13. Specific policies shall be developed for the care of the new mother who returns to the Center following delivery.
14. Upon dismissal from the Center, each resident shall be given written information regarding her post-partum care. This information shall be developed in consultation with physician and consultant nurse.
15. Casework services for the pregnant residents shall be provided by an approved social agency in the community or the Center's own professional staff as follows:
 - A. One social service worker for each 14 residents.
 - B. The social service worker shall possess a Bachelor's Degree with a major in Social Work from an accredited education institution, and shall have two years social services experience, or shall have a Masters Degree in Social Work.
 - C. Casework services shall be provided to each pregnant resident immediately upon admission to the Residential Center.
 - D. Casework interviews shall be regularly scheduled, with reasonable frequency based on individual needs. Intervals between casework interviews shall not exceed one week.
 - E. Casework service shall include help in adjustment to pregnancy, to separation from natural environment, and to group living. Service shall include psychological and psychiatric help as needed to facilitate diagnosis and treatment.
 - F. The caseworker shall be responsible for providing help in formulating a long-term plan for the mother and baby.
 - G. The decision to keep or relinquish her infant shall be the right of each resident. This decision shall be made without undue pressure or influence.
 - H. The caseworker at the request of the pregnant resident shall arrange for referral to a licensed Child Placing Agency for any baby needing adoptive placement or other foster care. The maternity care staff, board or anyone connected with the Residential Center shall not directly or indirectly place or arrange for placement of children for adoption or foster care. Such action shall require immediate revocation or denial of license. (Authorized by KSA 65-501, 65-502, 65-504, 65-507, 65-508, 65-509, 65-510, as amended by the 1972 Legislature).

28-4-89 RESIDENTIAL SERVICES TO MOTHERS AND BABIES

A Maternity Home or Residential Center which provides residential services to mothers under sixteen years of age and their babies after delivery shall meet the following requirements:

1. A nursery shall be provided which is adequate in size and equipment for the number and age of infants in care.
2. Rooming--in shall be allowed if requested.
3. Techniques of care of the newborn shall be taught on an individual basis.
(Authorized by KSA 65-503, 65-504, 65-508).

28-4-90 COMPLIANCE WITH REGULATIONS

1. The Residential Center's license shall be prominently displayed as required by law.
2. A copy of the "Regulations for Licensing Residential Centers for Children" shall be kept on the premises at all times. Such copies shall be furnished by the Kansas State Department of Health.
3. Centers in operation before January 1, 1974, shall meet the revised regulations not later than July 1, 1974.
4. Exceptions to the revised regulations may be allowed by the Joint Licensing Committee where it is found that such exception would not violate the existing applicable statutory requirements, nor discriminate against other existing license holders. The nature of the exception, the conditions attached to it, and its duration shall be in writing, and written notification shall be given to the Residential Center licensee.
5. The Kansas State Department of Health shall revoke a license or deny an application in any case in which there is a failure of compliance with the provisions of the foregoing regulations. (Authorized by KSA 65-501, 65-504, 65-508).

28-4-91 REVOCATION OF PRESENT REGULATIONS

The following present regulations as published in the Kansas Administrative Regulations are being replaced, so are hereby revoked:

General Regulations 28-4-1 through 28-4-7
Health Standards for Children's Institutions 28-4-20 through 28-4-25
Regulations for Maternity Homes and Clinics 28-4-56 through 28-4-71