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REVISIONS:
ITEM I-2 PULLED
ITEM X-1 ADDED

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 5, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on September 28, 2010

AWARDS AND PROCLAMATIONS

-- Proclamations:

Big Read Month
Financial Planning Week
Community Planning Month

-- Service Award:

Dennis G. Thompson

I. PUBLIC AGENDA

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

1. Ram Hull-Current problems with the recent Graffiti Ordinance and possible alternatives that can help the City.

2. Dallas Rich- ***(TO SPEAK UNDER UNFINISHED BUSINESS ITEM 1)***

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. 119th Street West Improvement, between Pawnee and Kellogg. (District IV)
(Deferred September 21, 2010)

RECOMMENDED ACTION: Approve the project, approve the pipeline relocation agreement, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

III. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of a Community Improvement District for Broadview Hotel Development. (District VI)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Ordinance establishing a community improvement district for the Broadview CID.

2. Amendment of Bond Documents, Buttonwood Tree Apartments. (District II)

RECOMMENDED ACTION: Consent to the amendment of the Buttonwood Tree bond documents, place the Ordinance on first reading and authorize the necessary signatures.

3. Contract for Employee Assistance Program Services.

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

4. Amend City Code Chapter 7.56, Regulating Smoking.

RECOMMENDED ACTION: Approve the amending ordinance.

5. Multi-Use Path to connect McAdams Park and Grove Park. (Districts I and VI)

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the signing of State/Federal agreements as required.

6. 2011 Health Program Working Rates and Plan Amendments.

RECOMMENDED ACTION: Based on the recommendations of the Health Insurance Advisory Committee and the City's Benefit Consultant, Aon Risk Services: (1) approve the 2011 working rates for the Premium PPO and Select PPO Plans; (2) approve the Plan Amendments outlined in the attachment and incorporated in the attached Medical Summary Plan Description; (3) authorize the Prescription Plan modification removing Lifetime Benefit Maximums; (4) approve removing non-network chiropractic services from the Medical Summary Plan Description Statement of Benefits; and (5) delay implementation of a $10 premium discount for those employees whose families are tobacco free until a more thorough review of the plan can be completed.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

IV. NON-CONSENT PLANNING AGENDA

1. ZON2010-00026 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located north and east of the intersection of North Hoover Road and West Robinson Street. (District VI) (Deferred September 14, 2010)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the submission of a no protest petition for paving, withhold publication of the ordinance until the no protest petition has been submitted and authorize the Mayor to sign the ordinance (requires a three-fourths majority vote); OR 2) Adopt the findings of the MAPC, approve the zone change subject to the submission of a no protest petition for paving and to a Protective Overlay limiting the development to no more than two duplexes or four units, withhold publication of the ordinance until the no protest petition has been submitted and authorize the Mayor to sign the ordinance (requires a three-fourths majority vote); OR 3) Override the recommendation of the MAPC and deny the zone change (requires a two-thirds majority vote); OR 4) Return the application to the MAPC for reconsideration (simple majority).

V. CONSENT PLANNING AGENDA

1. *VAC2010-00023 - Request to vacate portions of platted drainage and utility easements; generally located midway between 13th and 21st Streets North and west of Webb Road. (District II)

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

HOUSING AGENDA

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

Winifred Cline, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. Public Hearing - 2011 Annual Agency Plan.

   RECOMMENDED ACTION: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2011 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U. S. Department of Housing and Urban Development.

VII. CONSENT HOUSING AGENDA

AIRPORT AGENDA

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

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. *Southwest Drainage Basin - Supplemental Agreement No. 2 - Colonel James Jabara Airport.

   RECOMMENDED ACTION: Approve the agreement and authorize necessary signatures.

2. *Terminal Apron Reconstruction, Phase II - Change Order No. 2 - Wichita Mid-Continent Airport.

   RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel for Council Member Paul Gray, and Wichita Area Sister Cities President and board members: Dr. Wayne Howdeshell, Dr. Jerry Smartt, Daniel Smartt, Jacque Lane, and Martha Fair to travel to Kaifeng, China, October 15-21, 2010, for an official Sister City visit.

   RECOMMENDED ACTION: Approve the travel.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 11A)

1. Report of Board of Bids and Contracts dated November 4, 2010.

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

2. Applications for Licenses:

Renewal	2010	
Ernest C Doyon Jr	Vegas Video	8323 West Kellogg

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2010	(Consumption on Premises)
Jose Castaneda Lumbreras	Calvin's Hamburger Haven*	1929 South Seneca
Matthew Ryan	Two Brothers BBQ*	3134 East Douglas
J. Larry Fugate	Pizza Hut*	11747 East Kellogg Drive
J. Larry Fugate	Pizza Hut*	1708 East Pawnee
J. Larry Fugate	Pizza Hut*	2181 North Rock Road
Eugene J Vitarelli	United Golf Wichita, Inc.*	13420 East Pawnee

Renewal	2010	(Consumption off Premises)
Doug Wald	Presto Convenience Stores, LLC	1250 North Rock Road
Doug Wald	Presto Convenience Stores, LLC	1254 South Tyler
Doug Wald	Presto Convenience Stores, LLC	4414 West Maple Street
Doug Wald	Presto Convenience Stores, LLC	7136 West Central Ave
Doug Wald	Presto Convenience Stores, LLC	2001 South Oliver
Doug Wald	Presto Convenience Stores, LLC	7236 West 21st North
Doug Wald	Presto Convenience Stores, LLC	4821 South Broadway
Doug Wald	Presto Convenience Stores, LLC	515 North Seneca
Doug Wald	Presto Convenience Stores, LLC	2356 South Seneca
Doug Wald	Presto Convenience Stores, LLC	3311 North Rock Road
Doug Wald	Presto Convenience Stores, LLC	2190 North Rock Road
Doug Wald	Presto Convenience Stores, LLC	1350 North Oliver

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

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

4. Preliminary Estimates:
   a. List of Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.
   a. Community Events – Historic Midtown Citizens Association Historic House Tour. (District VI)

RECOMMENDED ACTION: Approve the request subject to: 1) obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and 2) Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Property Acquisitions:
   a. Partial Acquisition of 3704 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
   b. Partial Acquisition of 3720 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
   c. Partial Acquisition of 3519 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
   d. Partial Acquisition of 3612 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

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

7. Minutes of Advisory Boards/Commissions

   Deferred Compensation Board, May 20, 2010
   Police and Fire Retirement System, July 28, 2010
   Joint Investment Committee, August 5, 2010
   Wichita Employees' Retirement System, August 18, 2010
   Historic Preservation Board, August 9, 2010
   Board of Electrical Appeals, August 10, 2010
   Board of Park Commissioners, August 16, 2010
   Board of Park Commissioners, September 18, 2010

   RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address	Council District
a. 1454 North New York	I
b. 1600 North Piatt	I
c. 935 North Ohio	I
d. 934 South Emporia (front structure)	I
e. 936 South Emporia (rear structure)	I
f. 1427 North Broadview	I

   RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on November 16, 2010 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Senior Management Report, August 2010. (See Attached)

   RECOMMENDED ACTION: Receive and file.

10. Kansas Department of Commerce Attraction Development Grant WATER Center Education Exhibits. (District III)

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

11. Second Reading Ordinances: (First Read September 28, 2010)
    a. List of Second Reading Ordinances (See Attached)

    RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Joint City/County Meeting on Air Quality and Council Workshop to follow

Agenda Item No. II-1

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: 119th Street West Improvement, between Pawnee and Kellogg (District IV)

INITIATED BY: Department of Public Works

AGENDA: Unfinished Business

Recommendation: Approve the project.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve 119th Street West, between Pawnee and Kellogg. On August 19, 2008, the City Council approved funding to design the project. The District IV Advisory Board held a neighborhood hearing on the project on April 7, 2010. The Board voted 6-1 to recommend approval of the project. On May 4, 2010, the City Council approved the proposed design concept as well as funding for right-of-way acquisition. On September 21, 2010, the City Council considered final budget approval. The Council deferred action to October 5, 2010 to allow staff to meet with affected property owners and for Council Member Gray to be present. Staff has since resumed discussions with the affected property owners who expressed concerns at the September 21 meeting regarding right-of-way acquisitions and drainage.

The project requires the acquisition of right of way, drainage easements and/or temporary easements from nine properties. To date, five owners have agreed to sell the necessary ownership interests. Staff is continuing to negotiate with the remaining four owners. Concerns expressed by the remaining owners include proximity of the roadway to the dwelling unit, the elimination of mature trees, the width and location of driveways, compensation, and the impact of the project on drainage. Staff continues to meet with owners and will provide updated information on settlement actions at the City Council meeting.

Analysis: The approved design concept provides four through lanes on 119th Street West and a center two-way left turn lane with landscaped medians. Left turn lanes will be provided at all four approaches to the intersection at Pawnee, and drainage improvements within street right-of-way will be included with the project. A six foot wide sidewalk will be constructed on the west side of 119th Street West, and a ten foot wide multi-use path on the east, with the available right-of-way and medians being landscaped. A new waterline will be constructed with the project. Construction is planned to begin in the spring of 2011, pending right-of-way acquisition and utility relocation work, and be completed in late fall, 2011. Traffic will be carried one-way north bound during the first phase of construction. A SemCrude pipeline located within private easement is in conflict with the project and will be relocated in advance of the project. An agreement with SemCrude for the relocation has been prepared.

A detailed drainage study and new storm sewer construction plan were completed by Professional Engineering Consultants (PEC), as a part of the design for this project. Properties on the west side of 119th Street West are located in an existing drainage basin that encompasses almost 5400 acres. By contrast, the existing drainage basin contributing storm water to the 119th Street West road right-of way is approximately 110 acres, and is primarily on the east side of 119th Street West between Pawnee and the abandoned railroad, as well as the existing ditch on the west side of 119th Street West. This drainage has historically been conveyed through the culvert near the south line of 1931 South 119th Street West, then through the property, following a historic drainage path. The size of the basin is unchanged, and the outlet size for the new culvert will match the existing. The analysis of the drainage study indicated no negative drainage impact on any property for this project. Several properties on the west side of 119 Street West, including the aforementioned property, have a substantial portion of their properties within

the Federal Emergency Management Agency defined 100 year floodplain, and as would be expected, have experienced flooding in the past.

Financial Consideration: The estimated construction cost is $4,000,000 with the total paid by City General Obligation bonds. The City Council previously approved $277,000 for design and right-of-way acquisition costs for a total budget of $4,277,000, with the total paid by the City. Funding is included in the CIP. The estimated cost of the companion waterline project is $480,000 and is also included in the water CIP, as Project W-859.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The amending ordinance and pipeline agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the project, approve the pipeline relocation agreement, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet, pipeline agreement and amending ordinance.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project x

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	9/1/2010	119th St. West Improvement, Pawnee Kellogg

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS-		2010	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	Water Utility	TOTAL
Right of Way				
Paving, grading & const.	$4,277,000			$4,277,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	$4,277,000			$4,277,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

4 x 8 Wet

13. Recommendation:

Approve the project and place the amending ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on October 22, 2010

ORDINANCE NO. 48-849

AN ORDINANCE AMENDING ORDINANCE NO. **48-739** OF THE CITY OF WICHITA, KANSAS DECLARING **119TH STREET WEST, BETWEEN PAWNEE AND KELLOGG (472-84694)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 1 of Ordinance No. **48-739** is hereby amended to read as follows:

"SECTION 1. SECTION 2 of Ordinance No. **47-972** is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **119th Street West, between Pawnee and Kellogg (472-84694)** as a main trafficway in the following particulars:

The design, relocation of utilities, acquisition of right-of-way and construction of a roadway as necessary for a major traffic facility."

SECTION 2. SECTION 2 of Ordinance No. **48-739** is hereby amended to read as follows:

"SECTION 2. SECTION 3 of Ordinance No. **47-972** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Million Two Hundred Seventy-Seven Thousand Dollars ($4,277,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita, at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance No. **48-739** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of October, 2010.

_____
CARL BREWER, MAYOR

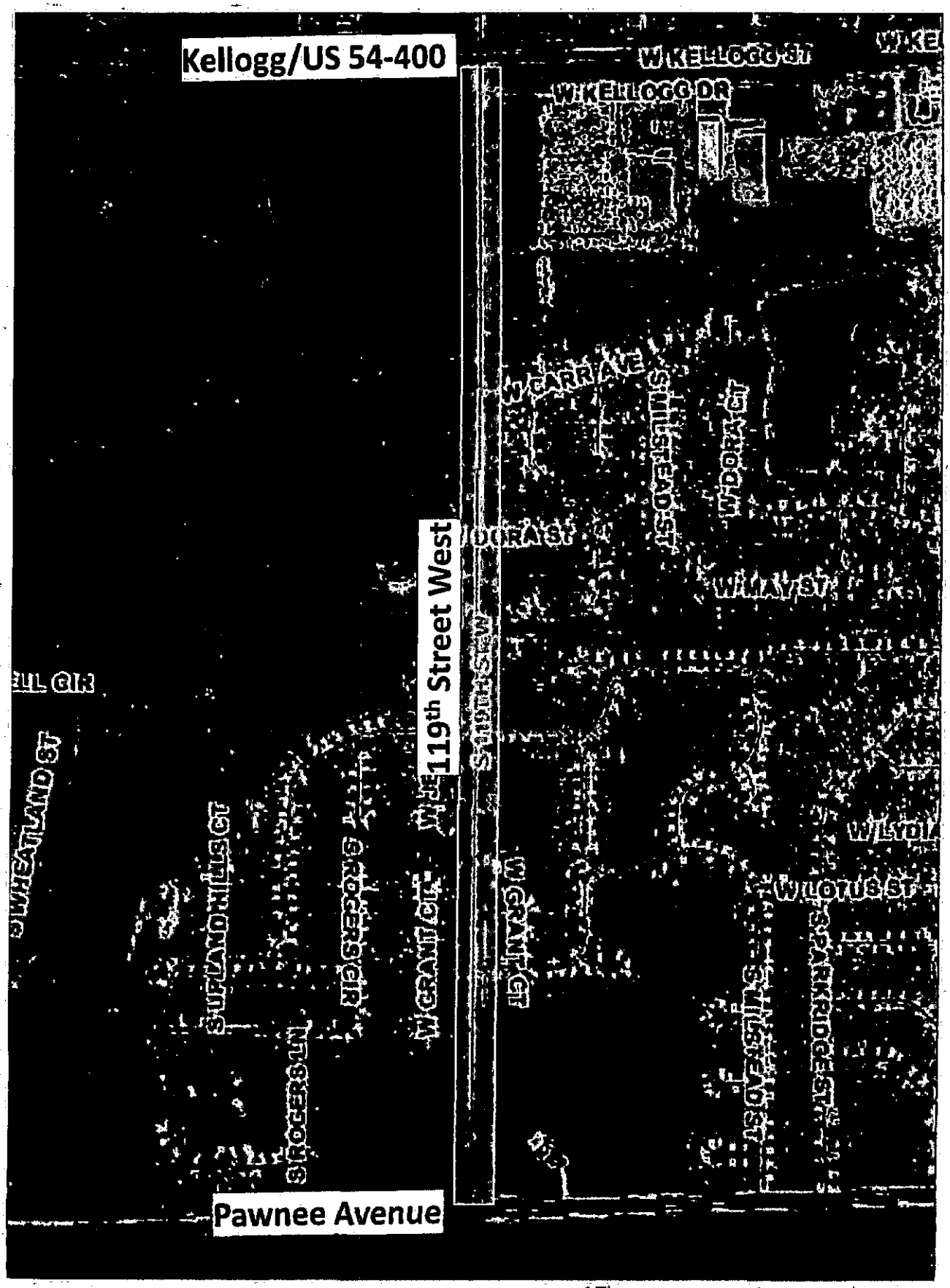
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


Kellogg/US 54-400
W KELLOGG ST
W KELLOGG DR
W CARR AVE
S HILLSTEAD ST
W DORA CT
W MAY ST
119th Street West
S 119TH ST W
W GRANT CT
W LOTUS ST
S PARKRIDGE ST
S ROGERS GIR
W GRANT CT
S UPLAND HILLS CT
S ROGERS LN
Pawnee Avenue

UTILITY RELOCATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Wichita, Kansas, with an address of _____ hereinafter called the "City" and SemCrude, L.P., with an address of 11501 South I-44 Service Road, Oklahoma City, Oklahoma 73173, hereinafter called the "SemCrude,"

WITNESS TO THAT

WHEREAS, the City proposes to improve 119th Street, Maple to Kellogg, and such improvements will necessitate rearrangement of facilities of SemCrude, and

WHEREAS, the City reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of SemCrude, and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, SemCrude agrees

1. To prepare a detailed estimate of the cost of work to be performed and such estimate of cost must be attached and be a part of this Agreement

2. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using the plan provided by the City.

3. To begin the process of adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed thirty (30) days after receipt of notice from the City to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the City of: (1) The proposed starting date, before beginning the work, and to maintain continual liaison with the City for the duration of the physical relocation; (2) Date of completion of the work.

4. To submit to the City within six (6) months after satisfactory completion of rearrangement of its facilities under this Agreement, a statement of costs.

5. In consideration of the faithful performance by SemCrude of the foregoing; the City agrees:

   To reimburse SemCrude for reasonable actual costs of the completed work, prorated on the basis of the following percentages:

   (1) SemCrude Share of Cost 50 % Estimated SemCrude Cost $ 215,288.00

   (2) City Share of Cost 50 % Estimated City Cost $ 215,288.00

6. In the event the actual reasonable costs incurred for the work performed exceed the estimated amount, the City agrees to pay 50% of all actual additional costs other than those which may be arbitrary or capricious.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Relocation Agreement to be executed by their duly authorized officers of the day and year last below written.

APPROVAL RECOMMENDED:

City Of Wichita, Kansas

By: _____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

Approved as to Form:

_____

Gary E. Rebenstorf, Director of Law

SemCrude, L.P.

By: _____

Allan L. Dye, Manager Land Services

Date: August 18, 2010

SEMCRUDE, L.P.

CAPITAL COST ESTIMATE

Project:	Kansas 4" - Adjustment for 119th Street Widening NEW PIPE, MOVE OVER 5-10 FT	Sections: Township: Range:	Survey: County: State:

	Qty	Unit	Unit Cost	Estimate	Actual
Land and Land Rights					
Right of Way Acquisition					
Right of Way Condemnation					
Right of Way & Easement Damages	285	rods@	$ 35.00	$9,975	
			Total Land Costs:	$9,975	
Contract Services & Labor:					
Mechanical:					
Lay 4" pipe	4800	ft. @	$ 20.00	$96,000	Expect Water Table Problems
Road Bores	600	ft. @	$ 40.00	$24,000	
Road Bores (rock)	0	ft. @	$ 75.00	$0	
Xray	12	days	$ 1,300.00	$15,600	
Coating (included above lay cost)	1	lot	$ -	$0	
Nitrogen Purge	1	lot	$ 25,000.00	$25,000	
Sand Pad, Silt Fence, Etc	1	lot	$ 15,000.00	$15,000	
Electrical:					
Powerline	1	lot	$10,000.00	$10,000	Elec Utility cost to hold back on power poles
Other					
Instrumentation:					
Civil:					
Purge & Take Up Old 4"	1	lot	$ 25,000.00	$25,000	
Stopples	1	lot	$ 25,000.00	$25,000	
Traffic Control	1	lot	$ 5,000.00	$5,000	
Outside Engineering					
Consultants					
Survey	10	days@	$ 1,750.00	$17,500	
Drafting	1	dwg	$ 2,500.00	$2,500	
Inspection					
Chief Inspector	20	days@	$ 700.00	$14,000	
Clerk	5	days@	$ 450.00	$2,250	
Welding	10	days@	$ 600.00	$6,000	
Utility	10	days@	$ 575.00	$5,750	
Legal, General					
			Total Contract Costs:	**$288,600**	
Material:					
Pipe:					
4.5" x .237" WT, X-42 ERW, FBE	4200	ft.@	$12.87	$54,054	
4.5" x .337" WT, X-42 ERW, ARO	600	ft.@	$15.45	$9,270	
Fabricated Bends	1	lot	$ 2,800.00	$2,800	
Tax & Freight	$66,124	%	0.15	$9,919	
			Subtotal Pipe: $76,043		
Field Coating					
Control Valves					
Valves					
Fittings/Bends					
Scraper Traps					
Cathodic Protection Material	1	lot	$5,000.00	$5,000	
Miscellaneous (extra welds, silt fence)	1	lot	$2,500.00	$2,500	
			Total Material Cost:	**$83,543**	
Other Equipment (rental)					
Vehicles - Owned					
Vehicles - Capital Leases					
Environmental Permits					
Construction Permits					
Office Costs (Software)					
Insurance / Bonds					
Training					
SemCrude Emp Labor & OH - Corp	1	lot	$ 5,670.00	$5,670	Includes 35% for overheads
SemCrude Emp Labor & OH - Field	60	hr	$ 60.75	$3,645	Includes 35% for overheads
			Total Other Cost:	$9,315	
		SUBTOTAL		**$391,433**	
		CONTINGENCIES @	10%	**$39,143**	
		GRAND TOTAL		**$430,576**	
REIMBURSEMENT BY CITY OF WICHITA			**50.00%**	**$215,288**	
TOTAL SEMCRUDE PORTION				**$215,288**	

132019

First Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **48-739** OF THE CITY OF WICHITA, KANSAS DECLARING **119TH STREET WEST, BETWEEN PAWNEE AND KELLOGG (472-84694)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 1 of Ordinance No. **48-739** is hereby amended to read as follows:

"SECTION 1. SECTION 2 of Ordinance No. **47-972** is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **119th Street West, between Pawnee and Kellogg (472-84694)** as a main trafficway in the following particulars:

The design, relocation of utilities, acquisition of right-of-way and construction of a roadway as necessary for a major traffic facility."

SECTION 2. SECTION 2 of Ordinance No. **48-739** is hereby amended to read as follows:

"SECTION 2. SECTION 3 of Ordinance No. **47-972** is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Four Million Two Hundred Seventy-Seven Thousand Dollars ($4,277,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita, at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 1 and 2 of Ordinance No. **48-739** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of a Community Improvement District for Broadview Hotel Development (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, place the ordinance on first reading and approve the development agreement.

Background: On August 24, 2010, the City received a petition from developer DSW Broadview, LLC (the "Developer"), and also signed by the City as owner, requesting the creation of a Community Improvement District (CID) for the Drury Plaza Hotel Broadview on the northwest corner of Douglas Avenue and Waco Avenue and parking garage on the east side of Waco Avenue, north of Douglas, to be called the Broadview Hotel CID. On September 14, 2010, the City Council adopted a resolution stating its intent to consider the establishment of the proposed CID and setting October 5, 2010 as the time for a public hearing on this matter.

Analysis: The Developer has requested the creation of a CID to offset increased costs that have resulted from changes to the scope of the redevelopment project and by delays to the project caused by legislative changes to the value of historic tax credits. Changes to the project include the addition of new restaurant space to the property and a mezzanine-level swimming pool inside the hotel. In addition, the current economic downturn has put pressure on the Developer's return on investment.

Community Improvement Districts allow property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund public and private improvements and the payment of certain ongoing operating costs, within the districts. CID projects may be funded by either special assessment taxes on real property within the CID or by a special retail sales tax of up to two percent (2%) on all retail sales within the district, or both. Under the CID Act, cities and counties may use the CID tax revenues to repay bonds, either full faith and credit (general obligation) bonds or special obligation (revenue) bonds, issued to finance eligible improvements; or the CID revenue may be passed through to developers to reimburse the cost of the improvements, or qualified operating costs, on a pay-as-you-go basis. The maximum term of a CID is 22 years.

In April of 2010**,** the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. The City's CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The CID Policy also requires a 100% petition and a public hearing.

The developer plans to use CID financing to complete the rehabilitation and restoration of the historic Broadview Hotel, riverfront adjacent to the hotel and parking garage on Waco Avenue north of Douglas Avenue. CID financing is planned to be used for lobby and restaurant renovations, to add a new fitness center and indoor swimming pool, to construct an elevated walkway connecting the hotel to the parking garage and to make improvements to the garage, and other costs allowed by the CID Policy. The

petitioned maximum amount of CID financing is $19,863,000. The proposed CID sales tax rate for this district is two percent (2%) which will be collected for up to 22 years and paid to reimburse eligible costs on a pay-as-you-go basis. A table identifying the sources and uses of funds is provided below:

Sources		Uses	
IRBs	$20,117,490	Building Renovation Costs	$16,546,000
CID	2,680,260	Development Costs	2,628,750
		Restaurant	1,122,000
		Garage renovation	699,000
		Additional Costs	1,802,000
Total Sources	**22,797,750**	Total Uses	**22,797,750**

Upon adoption of the Ordinance, the City will have created the improvement district and authorized the imposition of a two percent (2%) sales tax to pay for eligible costs as identified in the development agreement. The CID sales tax will start to be collected following the delivery of a certified copy of the Ordinance to the Kansas Department of Revenue, upon instruction from the Developer.

A Development Agreement between the City and DSW Broadview, LLC governing the use of CID revenues for the project will be brought to the City Council prior to transmittal of the Ordinance to the State.

Financial Considerations: Collection of the two percent (2%) CID sales tax on all taxable sales occurring within the district will begin following transmittal of the Ordinance to the Kansas Department of Revenue. The developer has requested pay-as-you-go financing, therefore the City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State as an administrative service fee, after giving credit for the application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition ($19,863,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. The vitality of the downtown area and the viability of the Century II Convention Center is directly impacted by maintaining first-class hotels in the Core Area.

Legal Considerations: State law allows community improvement districts to be established by Ordinance following a public hearing. Copies of the resolution setting the public hearing were mailed, by certified mail, to all owners of property in the district and published twice in the City's official newspaper of record according to state law. The ordinance has been approved as to form by the Law Department. A background check performed by the Office of Urban Development has produced no information of concern for Drury Southwest and its owners. A search of the parent company, Drury Inn Inc., revealed 12 cases filed over a 15 year period. A review by the Law Department has determined these cases to normal exposure and considered a relatively low number for a business of this nature and size.

Recommendation/Action: It is recommended that the City Council close the public hearing and place on first reading the Ordinance establishing a community improvement district for the Broadview CID.

Attachments: Ordinance

028001_____**PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 1922, 2010**_____

Ordinance No. 48-853

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING
THE BROADVIEW HOTEL COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the provisions of K.S.A. 12-6a26, as amended, (the "CID Act") set forth the procedure for the establishment of a Community Improvement District ("CID"); and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the Governing Body of the City adopted Resolution No. R-10-233 (the "Resolution") on September 14, 2010, directing that a public hearing on the proposed Broadview Hotel CID be held October 5, 2010, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and notice of the hearing was given to all property owners within the proposed CID as required by the CID Act; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on October 5, 2010, the Governing Body of the City conducted a public hearing on the proposed "Broadview Hotel CID", the proposed community improvement district projects related thereto, the method of financing the same and the imposition of a community improvement district sales tax; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the Broadview Hotel CID and set forth the boundaries thereof, authorize CID Projects relating thereto, approve the maximum costs of such community improvement district projects, approve the method of financing the same and impose the community improvement district sales tax, all in accordance with the provisions of the CID Act;

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

Section 1. **Creation of The Broadview Hotel CID District**. The Governing Body hereby finds and determines it is advisable to create the Broadview Hotel CID within the City and approve the boundaries thereof, and, as such, hereby creates the Broadview Hotel CID and approves the boundaries thereof. A legal description of the property within the Broadview Hotel CID is set forth in **Exhibit B** attached hereto and incorporated by reference. A map generally outlining the boundaries of the Broadview Hotel CID is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 2. **Authorization of CID Projects.** The Governing Body hereby finds and determines that it is advisable to authorize the community improvement district projects described on the attached **Exhibit A**, incorporated herein by reference, (the "CID Projects") within the Broadview Hotel CID and as such authorizes the CID Projects.

Section 3. Maximum Cost. The maximum cost of the CID Projects, exclusive of administrative fees and costs to be paid to the State of Kansas and to the City, is $19,863,000.

Section 4. Method of Financing The CID Projects will be financed on a pay-as-you-go basis from revenues received from the imposition of a community improvement district sales tax in the amount of two percent (2%) (the "CID Sales Tax") on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the Broadview Hotel CID. There will be no special assessments levied pursuant to the CID Act within the boundaries of the Broadview Hotel CID. There will be no bonds issued pursuant to the CID Act.

Section 5. **Imposition of the Community Improvement District Sales Tax.** In order to provide for the payment of costs of the CID Projects on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the Broadview Hotel CID in an amount of two percent (2%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the Broadview Hotel CID, with such CID Sales Tax to commence following submittal by the City of a certified copy of the ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the ordinance and written notice from the developer requesting submittal. Such CID Sales Tax shall remain in effect for the maximum period provided for in the CID Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Projects in Section 3, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. **Segregation of the Sales Tax Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Broadview Hotel CID Sales Tax Revenue Fund. Such revenues shall be used to pay the

costs of the CID Projects on a pay-as-you-go basis and related expenses, including administrative fees and reimbursement to be paid to the State of Kansas and to the City.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

ADOPTED at Wichita, Kansas, this 19th day of October, 2010.

ATTEST:

_____ _____

Karen Sublett, City Clerk Carl Brewer, Mayor

Approved as to Form:

_____

Gary E. Rebenstorf, City Attorney

EXHIBIT A

PROJECT

General Nature: That the general nature of the proposed community improvement district ("CID") project, The Drury Plaza Hotel Broadview ("Project" or "Hotel"), is to rehabilitate and restore the historic Broadview Hotel, the riverfront area adjacent to the hotel, as well as the parking garage used by hotel guests, all of which are located within the following Revitalization Areas: Arena Neighborhood Redevelopment Plan, River Corridor Improvement Area and Downtown Revitalization Area. The Hotel's 205 guest rooms will be extensively renovated, the meeting rooms will be refurbished, and the lobby will be restored to its original historic beauty. The ballroom will be updated while preserving the historic mosaics by Blackbear Bosin. A swimming pool will be added in the upper portion of the Exhibition Hall, and stair towers and elevators will be built and installed on the north and west ends of the building. The City and Hotel developer, DSW Broadview, LLC ("DSWB"), are working together to extensively renovate the frontage along the Arkansas River ("River") into an attractive green space linking the Hotel and the River. The Parking Garage ("Garage") will be renovated to provide elevators, improve lighting, and construct an overhead walkway directly linking it to the Hotel, over Waco Street. While the Hotel and Garage are owned by the City of Wichita, all work on the Project is being performed by DSWB, which holds a long-term lease on the Hotel and exclusive management contract covering the Garage.

EXHIBIT B

LEGAL DESCRIPTION OF HOTEL PROPERTY

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00’00” E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39’27” W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15’40” W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26’35” E, along said East Bank, a distance of 223.57 feet; thence S 26°45’11” E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54’22” E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54’33” E, along said north line, a distance of 43.57 feet; thence N 67°22’33” E, a distance of 155.60 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

A tract of land located in the Southeast quarter of Section 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas, and in a part of Lot 10, Holmes Addition to Wichita, Kansas, described as follows:
Commencing at the Northwest corner of Waco and Douglas Avenue; thence on an assumed bearing of S 73°07’52” W a distance of 248.15 feet to the point of beginning, said point being the Southwest corner of said Lot 10 and on the East bank of the Arkansas River;
Thence N 11° 26 '35" W, along said East Bank a distance of 105.33 feet;
Thence N 11° 26’35” W, continuing along said East Bank, a distance of 223.57 feet;
Thence N 67°15' 40" E a distance of 34.75 feet to a curve to the left;
Thence along said curve to the left, an arc distance of 59.24 feet, said curve having a radius of 41.00 feet and a Chord Bearing of S 11 °36'13" E, and a chord distance of 54.22 feet to a curve to the right;
Thence along said curve to the right an arc distance of 94.87 feet, said curve to the right having a radius of 52.00 feet; a chord bearing of S 00°43'53" E, and a chord distance of 82.25 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 51.31 feet, said curve having a radius of 27.00 feet, a chord bearing of S 02°54'16" E, and a chord distance of 43.93 feet;
Thence S 5° 20' 29" E a distance of 17.36 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.14 feet, said curve having a radius of 22.50 feet, a chord bearing of S 16°43'48" Wand a chord distance of 13.91 feet;
Thence N 90°00'00" E a distance of 7.00 feet to a curve to the left;
Thence along said curve to the left an arc distance of 14.85 feet, said curve having a radius of 15.50 feet, a chord bearing of S 29°17'52" E and a chord distance of 14.29 feet, to a curve to the right;
Thence along said curve to the right an arc distance of 95.84 feet, said curve to the right having a radius of 71.00 feet; a chord bearing of S 18°04'40" E, and a chord distance of 88.72 feet, to a curve to the left;
Thence along said curve to the left an arc distance of 32.07 feet, said curve having a radius of 23.00 feet, a chord bearing of S 19°20'57" E and a chord distance of 29.53 feet;

Thence S 89°54'22" W a distance of 16.38 feet to the point of beginning. Said tract contains 9,448.11 square feet or 0.22 acres, more or less.

LEGAL DESCRIPTION OF PARKING GARAGE PROPERTY

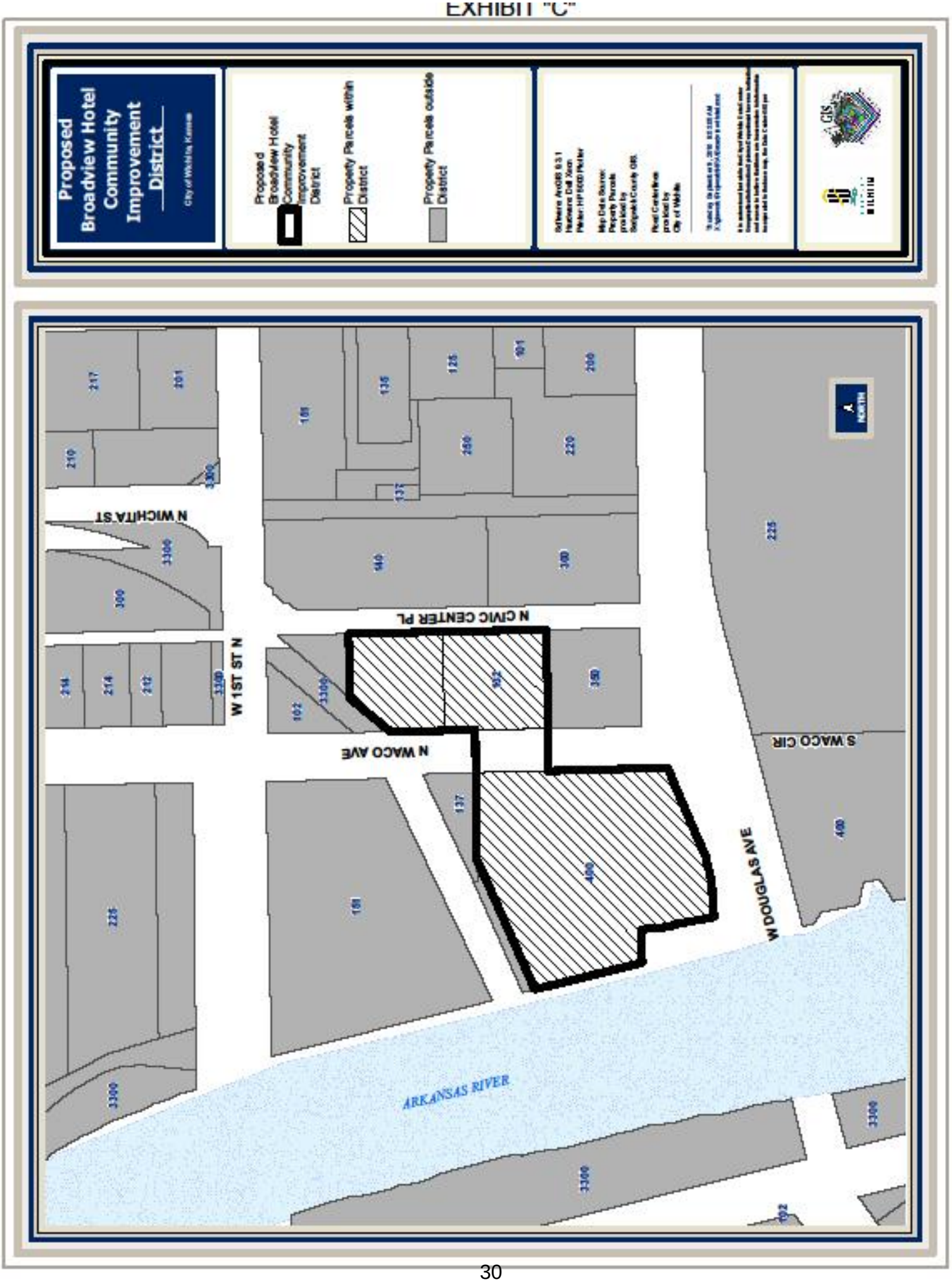
Lots 14/ 16, 18 and the south 10 feet of Lot 20 on Waco Avenue; also the west 4.5 feet of Lots 13, 15 and 17/' and the west 4.5 feet of the south 10 feet of Lot 19/ on Wichita Street; also all of that part of a large Lot 4 described as follows: Beginning 149 feet north of the Northeast corner of the intersection of Douglas Avenue and Waco Avenue; thence north 137 feet more or less to the South line of alley vacated by Ordinances Nos. 1685 and 13-444; thence east 158.37 feet more or less to the West line of Webb Street; thence south 137 feet more or less to a point 149 feet north of the North line of Douglas Avenue; thence west to the place of beginning; also vacated alleys adjoining the above described property, described as follows:

Beginning at the Southwest corner of Lot 14 on Waco Avenue; thence east 158.37 feet more or less to the West line of Webb Street; thence south 32.48 feet more or less to the North line of large Lot 4; thence west 158.37 feet more or less to the East line of Waco Avenue; thence, north 32.4_ feet more or less to the place of beginning; also beginning at the Southeast corner of Lot 14, on Waco Avenue; thence north 152.08 feet more or less to a point 10 feet north of the Southeast corner of Lot 20, on Waco Avenue; thence east 20 feet more or less to the East line of alley vacated by Ordinance Nos. 8117 and 13-444; thence south 152.08 feet more or less to the Southwest corner of Lot 13 facing on Wichita Street; thence west 20 feet more or less to the point of beginning; all being in Waterman's Addition to Wichita in Sedgwick County, Kansas.

LEGAL DESCRIPTION OF OVERHEAD WALKWAY

The walkway and easement rights described as a perpetual exclusive air rights easement, as an appurtenance to the Hotel Property and the Parking Garage Property, over the Right-of-Way Property for the construction and use of the Walkway connecting the Hotel to the Garage, commencing at an elevation over the Right-of-Way Property that is at least thirteen (13) feet above the grade of the Right-of-Way Property and the highest point of such Walkway being forty (40) feet above the grade of the Right-of-Way Property which is the subject of that certain elevated walkway easement dated October 7, 2008 and filed of record at 29013244 in the records of the Sedgwick County Register of Deeds.

EXHIBIT "C"


Proposed Broadview Hotel Community Improvement District
City of Wichita, Kansas
Proposed Broadview Hotel Community Improvement District
Property Parcels within District
Property Parcels outside District
Software ArcGIS 9.3.1
Hardware Dell Xeon
Plotter HP 5500 Plotter
Map Data Source:
Property Parcels provided by Sedgwick County GIS.
Road Centerlines provided by City of Wichita.
GIS
NORTH
N WICHITA ST
W 1ST ST N
N CIVIC CENTER PL
N WACO AVE
S WACO CIR
W DOUGLAS AVE
ARKANSAS RIVER

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Amendment of Bond Documents (Buttonwood Tree Apartments) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Consent to the amendments.

Background: On April 2, 2002, the City Council approved the issuance of Tax-Exempt Multi-Family Housing Revenue Bonds to Buttonwood Tree L.L.C. ("Buttonwood"), in an amount not-to-exceed $8,750,000. The proceeds of the bonds were used to finance the cost of acquisition and rehabilitation of an existing 216-unit apartment project known as Buttonwood Tree Apartments, located at 9211 East Harry in southeast Wichita. The project consists of 21 separate buildings with most having two stories located on a 12-acre site. The project also includes tennis courts, a fitness room, children's playground, and a car wash facility. Some of the units have fireplaces, and all have balconies or patios. Buttonwood is requesting amendment of the bond documents to allow conversion of the bonds to a fixed interest rate.

Analysis: The IRB Trust Indenture includes a provision that allows Buttonwood to convert the bonds from a variable to a fixed interest rate. Because the bonds are tax exempt, an opinion of Bond Counsel is required to keep the bonds federally tax-exempt. The Bond Counsel opinion provision in the Trust Indenture would require substantial repetition of the due diligence done for the original issuance opinion, plus additional due diligence on the entire post-issuance period (including such matters as actual use of funds, observance of LURA requirements, handling of funds and rebate calculations). In order to avoid the time and expense of new due diligence, all parties to the documents can consent to an amendment that limits the opinion to the impact of the interest rate conversion on the tax-exempt status of the bonds.

Financial Considerations: There is no financial impact to the City by approving the amendments.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with IRB Tenants is important to maintaining Economic Development incentive programs.

Legal Considerations: The City's Law Department has reviewed and approved all documents required for the transaction as to form. Amendment of the Trust Indenture must be made by ordinance because the original Indenture was authorized by ordinance.

Recommendations/Actions: It is recommended that the City Council consent to the amendment of the Buttonwood Tree bond documents, place the Ordinance on first reading and authorize the necessary signatures.

Attachment(s): Ordinance
Supplemental Trust Indenture

ORDINANCE NO. 48-850

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE BY THE CITY OF WICHITA, KANSAS, IN CONNECTION WITH THE CITY'S OUTSTANDING MULTIFAMILY HOUSING REVENUE BONDS, SERIES I, 2002 (BUTTONWOOD TREE APARTMENTS PROJECT).

WHEREAS, the City of Wichita, Kansas (the "City"), has issued its $7,750,000 Multifamily Housing Revenue Bonds, Series I, 2002 (Buttonwood Tree Apartments Project) (the "Bonds"), the proceeds of which were used to finance a project leased by the City to Buttonwood Tree Apartments, L.L.C., a Kansas limited liability company (the "Company"); and

WHEREAS, in connection with the issuance of the Bonds, the City entered into a Trust Indenture dated as of April 1, 2002 (the "Original Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), as amended by the First Supplemental Trust Indenture dated as of August 1, 2005, between the City and the Trustee, and

WHEREAS, the Company desires to amend the Original Indenture with a Second Supplemental Trust Indenture between the City and the Trustee (the "Second Supplemental Indenture") to clarify and change the definition of the "Opinion of Bond Counsel;"

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

Section 1. The Mayor or Vice Mayor is hereby authorized and directed to execute the Second Supplemental Indenture on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his or her execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Second Supplemental Indenture.

The City Clerk, the City's Bond Counsel or other appropriate staff of the City are authorized to deliver such executed documents upon receipt of the written consent to the Second Supplemental Indenture by the Company, the owner of 100% of the outstanding Bonds and the Bondholder Representative (as defined in the Original Indenture).

Section 2. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City, and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on October 19, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

Attest:

By _____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE, dated as of November 1, 2010 (the "Second Supplemental Indenture"), between the City of Wichita, Kansas (the "Issuer"), and UMB Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee"), amends and supplements the Trust Indenture dated as of April 1, 2002 (the "Original Indenture"), between the Issuer and the Trustee, as amended by the First Supplemental Trust Indenture dated as of August 1, 2005 (the "First Supplemental Indenture");

WITNESSETH:

WHEREAS, the Original Indenture was entered into in connection with the issuance of $7,750,000 Multifamily Housing Revenue Bonds, Series I, 2002 (Buttonwood Tree Apartments Project) (the "Bonds"), the proceeds of which were used to finance a project leased by the Issuer to Buttonwood Tree Apartments, L.L.C., a Kansas limited liability company (the "Company"); and

WHEREAS, the Company desires to amend the Original Indenture to clarify and change the definition of the "Opinion of Bond Counsel;" and

WHEREAS, the Company, the owners of 100% of the outstanding Bonds and the Bondholder Representative (as defined in the Original Indenture) have consented to this Second Supplemental Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

Section 1. Amendment to Article I. The following words or terms defined in Section 101 of the Original Indenture shall be amended to read as follows:

> *"Opinion of Bond Counsel"* shall mean a written opinion of Bond Counsel addressed to the Issuer and the Trustee with respect to a specific matter under the Indenture and to the effect that the action taken with respect to such matter will not adversely affect the exclusion of the interest on the Bonds from federal income taxation; provided, however, if the applicable provision of the Indenture requires the opinion to address another subject, the Opinion of Bond Counsel shall address the subject specified in such provision.

Section 2. By execution of this Second Supplemental Indenture, the Trustee hereby waives any notice or other procedural requirements in connection with this Second Supplemental Indenture.

Section 3. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the state of Kansas.

Section 4. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4833-4803-0215.1

IN WITNESS WHEREOF, the Issuer has caused this Second Supplemental Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF WICHITA, KANSAS

(Seal) By _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk "ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2010, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, on behalf of the City of Wichita, Kansas.

(Seal) _____
Notary Public

My Appointment Expires: _____

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Second Supplemental Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

UMB BANK, N.A.,
as Trustee

By_____
Name: _____
Title: _____

(Seal)

ATTEST:

_____
Name: _____
Title: _____

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____ __, 2010, by _____, _____, and _____, _____ of UMB Bank, N.A.

(Seal)

_____
Notary Public

My Appointment Expires: _____

CONSENT OF BONDOWNER

The undersigned, as owner of 100% of the aggregate outstanding principal amount of the Multifamily Housing Revenue Bonds, Series I, 2002 (Buttonwood Tree Apartments Project) (the "Bonds"), of the City of Wichita, Kansas (the "City"), hereby consents to the Second Supplemental Trust Indenture dated as of November 1, 2010, between the City and UMB Bank, N.A., as trustee, in substantially the form attached to this Consent and waives any further notice or other procedural requirements in connection with the Second Supplemental Indenture.

Dated: _____, 2010.

TAX CREDIT HOLDINGS I, LLC
as Owner of the Bonds

By_____
Name: _____
Title: _____

CONSENT OF BONDHOLDER REPRESENTATIVE

The undersigned, as Bondholder Representative under a Trust Indenture dated as of April 1, 2002, between the City of Wichita, Kansas (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Trust Indenture dated as of August 1, 2005, between the City and the Trustee, all in connection with the City's Multifamily Housing Revenue Bonds, Series I, 2002 (Buttonwood Tree Apartments Project), hereby consents to the Second Supplemental Trust Indenture dated as of November 1, 2010, between the City and the Trustee in substantially the form attached to this Consent and waives any further notice or other procedural requirements in connection with the Second Supplemental Indenture.

Dated: _____, 2010.

TAX CREDIT HOLDINGS I, LLC
as Bondholder Representative

By_____
Name: _____
Title: _____

CONSENT OF COMPANY

The undersigned, the Company as defined under a Trust Indenture dated as of April 1, 2002, between the City of Wichita, Kansas (the "City"), and UMB Bank, N.A., as trustee (the "Trustee"), as amended by a First Supplemental Trust Indenture dated as of August 1, 2005, between the City and the Trustee, all in connection with the City's Multifamily Housing Revenue Bonds, Series I, 2002 (Buttonwood Tree Apartments Project), hereby consents to the Second Supplemental Trust Indenture dated as of November 1, 2010, between the City and the Trustee, in substantially the form attached to this Consent and waives any further notice or other procedural requirements in connection with the Second Supplemental Indenture.

Dated: _____, 2010.

BUTTONWOOD TREE APARTMENTS, L.L.C.
as the Company

By_____
Name: _____
Title: _____

4850-9487-1813.1

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Contract for Employee Assistance Program Services

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the contract.

Background: The City provides employee assistance program services for its employees through a contracted provider. In May 2010, a Request for Proposals (RFP) was issued for the year beginning October 1, 2010. Seven proposals were received and four selected for presentations to the Staff Selection Committee.

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Analysis: Employee Assistance Consultants (EMPAC) was ranked as the best proposal by all members of the Committee, based on cost and responsiveness to the RFP. The proposal includes:

- Three free sessions per issue for employees and immediate family members.
- 24-hour, toll-free hotline.
- Training for supervisors in the use of EAP.
- Immediate response to mandatory referrals.
- Substance Abuse Professional services in compliance with federal regulations.
- 32 hours of training on stress management, work/life balance, time management, money management and similar topics.
- Critical Incident Stress Management services for the Wichita Police Department.

Financial Considerations: The cost of the EAP services is $8.47 per employee per year, $27,011 total. The cost of the prior contract was $7.80 per employee per year, $24,000 total.

Goal Impact: Internal Perspectives. An employee assistance program can improve productivity by giving employees resources to deal with problems before they affect the workplace.

Legal Considerations: The Law Department has reviewed and approved the contract amendment as to form. The contract will be for one year with annual renewable options for four (4) years.

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

Attachment: EMPAC Contract

CONTRACT
For Providing Services
EMPLOYEE ASSISTANCE PROGRAM
BP030084

THIS CONTRACT entered into this 14TH day of September, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and , **EMPLOYEE ASSISTANCE CONSULTANTS,** Garvey Center, 300 W. Douglas**,** Wichita, Kansas, 67202, Telephone Number (316) 265-9922 hereinafter called **"CONTRACTOR"**.

WITNESSETH:

WHEREAS, the **CITY** has solicited proposal for providing services for an **Employee Assistance Program** (Formal Proposal – FP030037); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030037, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans, addendums, and the interview presentation booklet material presented at the interview on July 26, 2010 along with the amendment letter date August 9, 2010 provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP030037, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation. CITY** agrees to pay to **CONTRACTOR** by for providing **employee assistance program services** in Formal Proposal Number - FP FP030037as per the proposal, plans, specifications, addenda and **Contractor's** proposal of June 25, 2010.

The cost of providing these services will be $8.47 per employee per year, with number of employees to be provided by the Human Resource Department and will be adjusted prior to each contract renewal period, with a not to exceed amount of $26,257 per for the first year, to be invoiced quarterly.

The cost of additional training will be $100 per training hour.

3. **Term.** The term of this contract shall be from October 1, 2010 through September 30, 2011 with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR.**

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

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

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

Bodily Injury Liability	$500,000 each occurrence $500,000 each aggregate
Property Damage Liability	$500,000 each occurrence $500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each occurrence $500,000 each aggregate

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

Employers Liability	$100,000 each accident

The Insurance Certificate must contain the following:

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

for Gary E. Rebenstorf
Director of Law

EMPLOYEE ASSISTANCE CONSULTANTS

Gordon W. Rogers
(Signature)

Gordon W. Rogers
(Print Name)

CEO
(Title)

EXHIBIT A

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

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

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

B. Requirements of the State of Kansas:

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

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

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

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

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

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

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

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

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

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

5. If the contractor fails to comply with the manner in which the contractor

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

D. Exempted from these requirements are:

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

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

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council Members

SUBJECT: Amend City Code Chapter 7.56, Regulating Smoking

INITIATED BY: Law Department

AGENDA: New Business

- -

Recommendation: Adopt amendments to repeal the City Code Sections regulating smoking, and provide for partial refund of City permit fees.

Background: During the 2010 legislative session, the Kansas Legislature adopted House Bill 2221, enacting state law provisions on smoking which are significantly more restrictive than the City's existing smoking regulations in Chapter 7.56 of the Code of the City of Wichita. The new state provisions generally prohibit smoking in public places and places of employment, with a few exceptions, and took effect in Wichita on August 31, 2010.

Analysis: The City cannot maintain its existing local ordinances, because they are less restrictive than state law and hence would conflict with state law requirements.

Financial Considerations: Because the state law effectively invalidated existing City permits as of August 31, 2010, the ordinance, in addition to a general repeal, contains an amendment to City Code Section 7.56.040 to provide for a partial refund of permit fees, determined by the ratio of the number of days remaining in the permit period, as of August 31, 2010, to the 365 days in a calendar year.

Legal Considerations: The Law Department has prepared and approved as to the form the repealing and amending ordinance to repeal the existing City smoking provisions and provide for the partial refunds of permit fees.

Goal Impact: The amendments are designed to advance the goals of Safe and Secure Communities by eliminating City ordinance provisions inconsistent with the new state law provisions that took effect August 31.

Recommendations/Actions: It is recommended that the City Council approve the amending ordinance.

Attachments: Ordinance Amending Chapter 7.56 of the Code of the City of Wichita (clean and delineated copies).

ORDINANCE NO. 48-851

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AMENDING SECTION 7.56.040, OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE PRIOR VERSION OF SUCH SECTION, AND ALSO REPEALING SECTIONS 7.56.010, 7.56.020, 7.56.021, 7.56.022, 7.56.030, 7.56.050, 7.56.060 AND 7.56.070 OF SUCH CODE.

Whereas, in order to ensure that he City's smoking regulations will not be less restrictive than state law, as enacted by 2010 House Bill No. 2221, and also to provide partial refunds for City permits invalidated by the state law, the Governing Body wishes to amend Section 7.56.040 of the Code of the City of Wichita, Kansas, and to repeal Sections 7.56.010, 7.56.020, 7.56.021, 7.56.022, 7.56.030, 7.56.050, 7.56.060 and 7.56.070 of such Code;

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

Section 1. Sections 7.56.010, 7.56.020, 7.56.021, 7.56.022 and 7.56.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

Section 2. Section 7.56.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.040 **PERMITS AND FEES.** On and as of August 31, 2010, as a result of changes in state statutes, smoking permits theretofore issued by the City under this Chapter have become invalid and have ceased to operate. Permitees whose City permits were invalidated as a result of this change in law may obtain a refund of that portion of their permit fee represented by the fraction in which the numerator is the number of days that remained in their permit period as of August 31, 2010, and in which the denominator is 365.

Section 3. The prior version of City Code Section 7.56.040, as it hitherto existed, is hereby repealed.

Section 4. Sections 7.56.050, 7.56.060 and 7.56.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

Section 5. This ordinance shall take effect upon its publication one time in the official City newspaper.

Passed by the governing body this 19th day of October, 2010.

Signed by the Mayor:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____

Gary E. Rebenstorf, City Attorney and
Director of Law

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AMENDING SECTION 7.56.040, OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE PRIOR VERSION OF SUCH SECTION, AND ALSO REPEALING SECTIONS 7.56.010, 7.56.020, 7.56.021, 7.56.022, 7.56.030, 7.56.050, 7.56.060 AND 7.56.070 OF SUCH CODE.

Whereas, in order to ensure that he City's smoking regulations will not be less restrictive than state law, as enacted by 2010 House Bill No. 2221, and also to provide partial refunds for City permits invalidated by the state law, the Governing Body wishes to amend Section 7.56.040 of the Code of the City of Wichita, Kansas, and to repeal Sections 7.56.010, 7.56.020, 7.56.021, 7.56.022, 7.56.030, 7.56.050, 7.56.060 and 7.56.070 of such Code;

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

Section 1. Sections 7.56.010, 7.56.020, 7.56.021, 7.56.022 and 7.56.030 of the Code of the City of Wichita, Kansas, are hereby repealed.

~~**7.56.010 DEFINITIONS.**~~

~~The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section~~

~~(A) Business means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.~~

~~(B) Charitable fundraising event means for the purposes of this Chapter, an event conducted for solicitation or receipt by any person of any money, property or other benefit if, before or in the course of any such event, the person conducting the event represents: (1) that the purpose of that soliciting or receiving, or (2) that the purpose of an activity or enterprise of which that soliciting or receiving is a part, is or includes any charitable purpose deemed to be benevolent, philanthropic or patriotic . It does not matter whether the money or benefit concerned is solicited or received in person or by other means (such as by mail, telephone or facsimile transmission), or as a direct donation at the event.~~

~~(C) Employee means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a non-profit entity.~~

~~(D) Employer means any business which employs the services of one or more individual persons.~~

~~(E) Place of business means any premises under the control of an employer where activities in furtherance of its profit-making purposes are carried out, including, but not limited to, manufacturing activities, as well as the sale or delivery of goods or services to patrons or customers.~~

~~(F) Smoking means possession of a cigarette, cigar, or pipe partially or wholly consisting of or containing burning vegetation, or possession of any other device containing burning vegetation that is used for the introduction of~~

~~smoke from the burning vegetation into the human body. For the purposes of this definition, the term vegetation includes, but is not limited to, tobacco, but does not include any controlled substance listed in K.S.A. 65-4105 through K.S.A. 65-4113 inclusive, and amendments thereto.~~

~~7.56.020 PROHIBITION OF SMOKING IN CERTAIN PLACES.~~

~~It is unlawful for any person to engage in smoking, or (with respect to subsection (E)) for any business to permit smoking, in any of the following places within the city:~~

~~(A) Chambers of the City Council;~~

~~(B) Elevators, restrooms, hallways, stairways accessible to the general public located within any building owned or maintained by the city or any political subdivision of the city. This shall not include buildings owned by the city that are leased under the Industrial Revenue Bond Act and portions of buildings which are leased to tenants of the Wichita Airport Authority at Wichita Mid-Continent Airport;~~

~~(C) Every room, chamber, place of meeting or political assembly under the control of the city, or any political subdivision of the city, during such time as a public meeting is in progress;~~

~~(D) Within buses operating under the authority of the Metropolitan Transit Authority; and,~~

~~(E) Any place of business, except as otherwise provided in Section 7.56.021.~~

~~7.56.021 CONDITIONS UNDER WHICH SMOKING AT A PLACE OF BUSINESS IS PERMITTED.~~ ~~Notwithstanding the general prohibition in Section 7.56.020(E), a business may elect to permit smoking (and if it so elects, persons eighteen (18) years of age or older may lawfully engage in smoking) at its place of business or designated portion thereof as follows:~~

~~(A) In any, unenclosed, outdoor smoking area, provided such smoking area is located more than ten (10) feet from any building entrance;~~

~~(B) In any clearly posted, designated smoking room which is subject to inspection by the City of Wichita's Office of Central Inspection during the Office's regular operating hours, and which meets all of the following requirements:~~

~~(1) The smoking room is enclosed on all sides by solid, impermeable walls or windows extending from the floor to ceiling with self-closing doors; and~~

~~(2) Access to the smoking room is restricted to the employees, customers and vendors of the facility; and~~

~~(3) The smoking room maintains a negative air pressure (meaning more air is exhausted from the room than is directly supplied by the heating, ventilation, and air conditioning (HVAC) system); and~~

~~(4) The smoking room's smoke-contaminated air is exhausted directly to the outdoors and is not returned to the HVAC system; and~~

(5) The smoking room and any equipment contained therein are maintained and serviced when the room is not occupied by smokers; and

(6) There is no need for employees, customers or vendors to pass through the smoking room to access restrooms, break areas, or any other portion of the place of business which they might need to access, and the business does not require employees, customers or vendors to enter the smoking room when it is occupied by smokers; and

(7) Non-smoking employees and vendors of the business have access to a separate, enclosed, non-smoking break room accessible only to the employees and vendors of the business which is of equal or larger size and has amenities comparable to the smoking room; and

(8) The business has obtained, and annually renews, a permit for the smoking room from the City of Wichita and the City of Wichita's Office of Central Inspection has verified compliance with the provisions of this ordinance;

(C) In all or a designated portion of the individual guest rooms, apartments or other residential units rented by hotels, motels, apartment buildings or residential landlords.

(D) At any place of business clearly posted at each entrance as a smoker-friendly facility where smoking is permitted, provided:

(1) The business either, a) can establish that it has no legal ability to exclude customers and patrons under eighteen (18) years of age, or, b) has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age; and

(2) The business has no employees at the place of business who are under eighteen (18) years of age, except for any such employees who were already employed at that place of business on the effective date of this ordinance; and

(3) The employer has obtained, and has on file, from each employee working at such place of business, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and

(4) The place of business and its records reflecting the age of current employees, as well as the signed employee acknowledgments of the dangers of environmental tobacco smoke, are available for and subject to inspection by the City of Wichita's Office of Central Inspection during the regular operating hours of such Department; and

(5) The business has obtained, and annually renews, a permit from the City of Wichita to operate the place of business as a smoker-friendly facility;

(E) The place of business, or a portion thereof has been rented to or reserved by the sponsor of a charitable fundraising event that incorporates tobacco products, provided:

~~(1) The place of business, or portion thereof so reserved, is clearly posted at all entrances, at least two hours prior to the fundraising event, with signs warning customers and patrons that smoking is being permitted on the premises during the fundraising event; and~~

~~(2) The business has the legal ability to continuously exclude, and does continuously exclude, all customers and patrons under eighteen (18) years of age, from the place of business, or the portion thereof reserved for the fundraising event, for the duration of the fundraising event; and~~

~~(3) The business has no employees at the place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, who are under eighteen (18) years of age; and~~

~~(4) The employer has obtained, and has on file, from each employee working at such place of business, or in that portion of the place of business reserved for the fundraising event, during the fundraising event, a signed acknowledgment that such employee has been advised of the causal links between environmental tobacco smoke and health conditions such as cardiovascular disease, lung cancer, asthma and emphysema, and also that no level of environmental tobacco smoke has been identified as safe; and~~

~~(5) The business has put in place reasonable steps to prevent smoke from intruding into any portions of the place of business occupied or in use by customers or patrons not participating in the fundraising event; and~~

~~(6) The business has obtained from the City of Wichita a permit to allow smoking at the place of business for the duration of the specific fundraising event.~~

~~**7.56.022 PROMOTION OF OCCASIONAL SMOKE-FREE EVENTS AT SMOKER-FRIENDLY PLACES OF BUSINESS.** An operator of a place of business that desires to schedule and promote an occasional smoke-free event on premises normally operated as a smoker-friendly place of business shall ensure that all indoor smoking on the premises is discontinued at least twelve hours prior to the scheduled commencement of the smoke-free event, and, during the smoke-free event, shall replace or cover its smoker-friendly signage with signage advising that smoking is prohibited.~~

~~**7.56.030 POSTING OF SIGNS.**~~

~~(A) The owner, manager or other person having control of buildings or businesses where smoking is prohibited by this Chapter shall have a conspicuously posted sign clearly stating that smoking is prohibited at each entrance and within the building or other areas where smoking is prohibited.~~

~~(B) Such "No Smoking" signs shall have bold lettering of not less than one (1) inch in height. The international "No Smoking" symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).~~

~~(C) The owner, manager or other person having control of places of business which elect to permit smoking under one or more subsections of Section~~

~~7.56.021 shall have a conspicuously posted sign clearly stating the places at and conditions under which smoking is permitted:~~

~~(1) At each designated outdoor smoking area established pursuant to Section 7.56.021(A);~~

~~(2) Immediately outside or on the outer surface of each door into each smoking room established pursuant to Section 7.56.021(B);~~

~~(3) Immediately outside or on the outer surface of each door at each entrance to a place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D)(which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background); and~~

~~(4) During and for two hours prior to charitable fundraising events held under 7.56.021(E), immediately outside or on the outer surface of each door at each entrance to the place of business or portion thereof where the fundraising event is being conducted (which sign shall also contain the universal symbol for a smoker-friendly facility, consisting of a depiction of a burning cigarette on a green background).~~

~~Such signs shall also advise persons under eighteen (18) years of age not to seek entry to such posted areas.~~

Section 2. Section 7.56.040 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

7.56.040 **PERMITS AND FEES.** On and as of August 31, 2010, as a result of changes in state statutes, smoking permits theretofore issued by the City under this Chapter have become invalid and have ceased to operate. Permitees whose City permits were invalidated as a result of this change in law may obtain a refund of that portion of their permit fee represented by the fraction in which the numerator is the number of days that remained in their permit period as of August 31, 2010, and in which the denominator is 365. ~~For each place of business which an operator elects to operate as a smoker-friendly facility, pursuant to Section 7.56.021(D), or at which the operator elects to maintain a smoking room pursuant to Section 7.56.021(B), the operator shall be required to obtain from the City of Wichita an annual permit, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. For each charitable fundraising event at which the operator of a place of business desires to permit smoking pursuant to Section 7.56.021(E), the operator shall be required to obtain from the City of Wichita a permit for the event, and to undergo an inspection of the permitted place of business by the City of Wichita's Office of Central Inspection. A non-refundable fee of $250 shall be required for each permit application hereunder (unless the place of business is applying under 7.56.021(D), and is already restricted by law from admitting persons under age 18, or has demonstrated that it cannot exclude persons under age 18), which fee shall be used exclusively to defray a portion of the costs of enforcement, inspection, and education relating to the hazards of tobacco products. Permits may be denied, and once issued, may be revoked, if inspection of the place of business permitted or proposed to be permitted reveals that the facility design or the smoking activities there conducted or proposed to be conducted are not in conformity with the requirements of this Chapter. All permits issued hereunder shall be conspicuously posted by the applicant on the premises of the permitted place of business.~~

Section 3. The prior version of City Code Section 7.56.040, as it hitherto existed, is hereby repealed.

Section 4. Sections 7.56.050, 7.56.060 and 7.56.070 of the Code of the City of Wichita, Kansas, are hereby repealed.

~~**7.56.050 VIOLATIONS AND PENALTIES.**~~

~~(A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Chapter to fail to comply with all of its provisions.~~

~~(B) It shall be unlawful for any person who owns, manages, operates or otherwise controls any premises subject to regulation under this Chapter to allow smoking to occur where prohibited by this Chapter. Any such person allows smoking to occur under this section if he or she:~~

~~(1) has knowledge that smoking is occurring, and;~~

~~(2) acquiesces to the smoking under the totality of the circumstances.~~

~~(C) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this Chapter.~~

~~(D) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any place of business to allow a person under eighteen (18) years of age to enter:~~

~~(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or~~

~~(2) the premises of the place of business or portion thereof in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted at such event; or~~

~~(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.~~

~~Each person under eighteen (18) years of age who is allowed entry in violation of this section will give rise to a separate violation, and each instance in which a given individual under eighteen years of age is allowed entry in violation of this section will give rise to a separate violation.~~

~~(E) It shall be unlawful for any person under eighteen (18) years of age to enter:~~

~~(1) any smoking room maintained under Section 7.56.021(B) while smoking is occurring; or~~

~~(2) any place of business or portion thereof which is in use for a charitable fundraising event wherein smoking is permitted pursuant to Section 7.56.021(E), while smoking is being permitted; or~~

~~(3) any place of business operated as a smoker-friendly facility pursuant to Section 7.56.021(D), unless such person under eighteen (18) years of age was already employed at that facility on the effective date of this Ordinance.~~

~~Each instance in which a person under eighteen (18) years of age gains entry in violation of this section will give rise to a separate violation.~~

(F) Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by:

(1) A fine not exceeding One Hundred Dollars ($100.00) for the first violation.

(2) A fine not exceeding Two Hundred Dollars ($200.00) for a second violation within a one (1) year period of the first violation.

(3) A fine not exceeding Five Hundred Dollars ($500.00) for a third or subsequent violation within a one (1) year period of the first violation.

(4) For the purposes of this subsection, the number of violations within a year shall be measured by the date the smoking violations occur.

(G) In addition to the fines established by this Section, violation of this Chapter by a person having control of a place of business may result in the suspension or revocation of any permit or license issued for the premises on which the violation occurred.

7.56.060 ENFORCEMENT.

(A) The authority to administer the provisions of this article is vested in the Office of Central Inspection and Environmental Services and his or her duly authorized representative(s), and whenever the need arises, the Superintendant of the Office of Central Inspection and the Director of Environmental Services may call upon the Wichita Police Department, and other departments of the City to aid in the enforcement of this Chapter.

(B) Notice of the provisions set forth in this Chapter shall be given to all applicants for a City business license.

(C) Any person may register a complaint under this Chapter to initiate enforcement with the Police Department.

(D) The Wichita Police Department, the Office of Central Inspection and the Office of Environmental Services shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this Chapter, and each such department may also enforce the provisions of this Chapter through investigation of complaints filed and unannounced inspections of the premises and records regarding compliance with this Chapter.

(E) Any owner, manager, operator or employee of any premises regulated by this Chapter shall be responsible for informing persons violating this Chapter of the provisions through appropriate signage.

7.56.070 SEVERABILITY.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 5. This ordinance shall take effect upon its publication one time in the official City newspaper.

Passed by the governing body this _____ day of October, 2010.

Signed by the Mayor:

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney and
Director of Law

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Multi-Use Path to connect McAdams Park and Grove Park (Districts I and VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The Capital Improvement Program (CIP) includes a project to construct a multi-use path from McAdams Park to Grove Park. On November 2, 2009, District Advisory Boards I and VI held neighborhood hearings on the project. District I Advisory Board voted 8-0 and District VI Advisory Board voted 7-1 to recommend approval of the project. On December 8, 2009, the City Council approved the project design concept.

Analysis: The approved design concept provides for a multi-use path from McAdams Park along the east side of the I-135 Freeway, to and along 21st Street to Opportunity Drive. The path will continue west on 25th Street, back to I-135, then north and east to Grove Park. Work is scheduled to begin in late fall and be completed in spring 2011.

Financial Considerations: The estimated construction cost is $2,048,473, with $450,000 paid by City General Obligation Bonds and $1,598,573 paid by Federal Grants administered by the Department of Energy. Funding for the City share is included in the CIP.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by extending a multi-use path to connect two public parks, making them more accessible to the pedestrian public.

Legal Considerations: The authorizing resolution has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet and resolution.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project: x
To Revise Project:

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works	Eng	9/1/2010	Multi-Use Path from McAdams Park to Grove Park

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
P-		2010	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	Water Utility	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path	$450,000			$450,000
Totals	$450,000			$450,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

13. Recommendation:

Approve the project and resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT A MULTI-USE PATH BETWEEN **MCADAMS PARK AND GROVE PARK (472-84910).**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The design and construction of a multi-use path.

SECTION 2: The cost of the construction of the above described improvements is estimated to be **Two Million Forty-Eight Thousand Five Hundred Seventy-Three Dollars ($2,048,573)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of City of Wichita Charter Ordinance No. 156 up to a maximum of $2,048,573, exclusive of the cost of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

_____
CARL BREWER, MAYOR

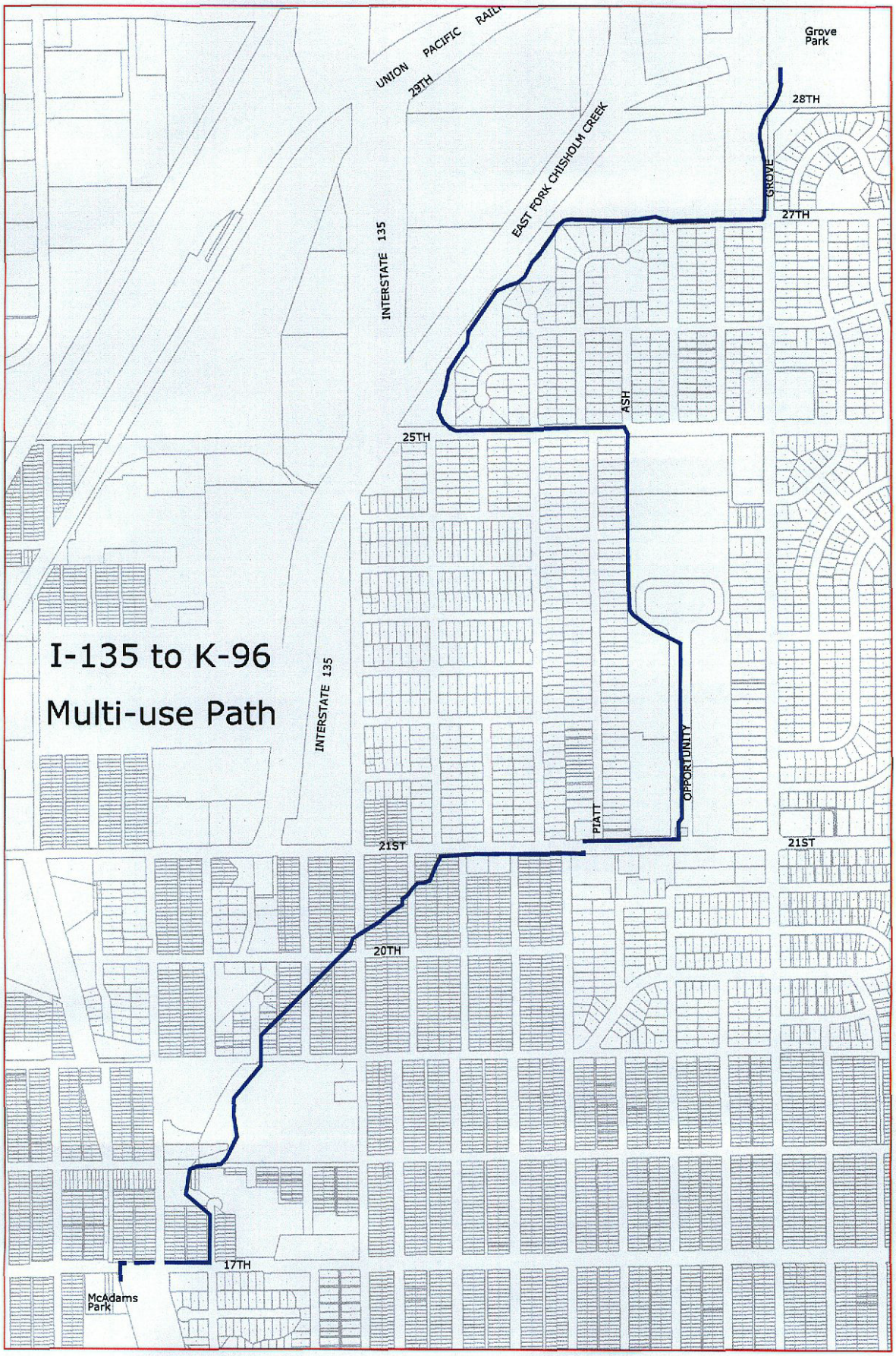
ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW


I-135 to K-96
Multi-use Path
UNION PACIFIC RAILR
29TH
EAST FORK CHISHOLM CREEK
INTERSTATE 135
INTERSTATE 135
Grove Park
28TH
GROVE
27TH
ASH
25TH
OPPORTUNITY
PIATT
21ST
21ST
20TH
17TH
McAdams Park

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: 2011 Health Program Working Rates and Plan Amendments

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the 2011 health program working rates and Medical/Rx Plan Amendments.

Background: The City's health insurance and prescription drug program has been self-insured and administered through a third party since January 1, 2007. The City contracts with benefit consultant, Aon Risk Services, to monitor the employee health insurance program, recommend modifications to the existing Plans, facilitate health related cost containment programs within the City and provide actuarial analysis for recommended funding and premium (working rate) charges.

The City utilizes a Health Insurance Advisory Committee (HIAC) to monitor health insurance programs for employees, and recommend renewal programs or changes in health coverage and cost, as required. The Committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International, Teamsters unions, as well as the (non-union) Employees Council and Management staff.

The City Council directed staff to receive competitive bids for the City of Wichita's 2010-2013 health insurance plans. On October 13, 2009, the City Council accepted the recommendation of the Health Insurance Advisory Committee to approve Coventry Health Care of Kansas, Inc. as the medical plan third party administrator with access to its Plan structure and provider network. Express Scripts was approved as the prescription drug provider with access to its network and administration.

Effective January 1, 2011, The Affordable Care Act will require health plans to eliminate lifetime maximum benefit limits, and gradually phase out annual benefit limits over the next four years, requiring modifications to the existing Plan.

On July 13, 2010, City Council approved a $10 premium discount, subject to stipulation, for those employees whose families are tobacco free. The premium discount is effective January 1, 2011. However, due to the cost of program to the Health Insurance Fund, the tobacco program will be delayed and further analysis is necessary to assess the costs and benefits associated with the program.

Analysis: For the City to remain compliant with Federal healthcare regulations and maintain its grandfathered status, several sections of the medical Statement of Benefits found in the Summary Plan Description and the maximum lifetime written in the Express Scripts Startup Agreement must be modified or changed. These amendments are identified in the order of the Plan and listed in Attachment One.

Because the City's health plan is Self-Insured, the City must establish "working rates" as opposed to premiums. The City health and benefit consultant, Aon Risk Services, has calculated the 2011 working

rates for the City's Premium PPO Plan and the Select PPO Plan. Both Plans' rates are based on actual and forecasted medical trend assumptions totaling a 10.4% increase over current rates. Items added to the trend assumption establishing the 2011 premium equivalent rates include:

- Wellness Costs
- Vision Through Vision Services Plan Insurance Company
- Prescription Drugs (RX) Through Express Scripts
- Coventry's Third Party Administrator (TPA) Fees
- Stop-loss Insurance
- Federal Healthcare Reform

Based on the trend assumption and the additional items, Aon Risk Services recommended a rate increase for Plan year 2011 totaling a 14.9% over that of 2010. In an effort to minimize increased fees to the City and its employees, 1 million dollars of the Health Insurance Fund reserves will be depleted for Plan year 2011. This reserve depletion will be accompanied by cost saving measures consisting of an Express Scripts Home Delivery and Reward Program, and by no longer covering out-of-network chiropractic services (see Attachment Two).

Financial Considerations: Based upon these measures, Aon Risk Services recommends a 10.9% increase in the working rates for both 2011 Premium and Select Plans. Rate comparison is as follows:

	2010-CURRENT			**2011 Enrollment**		
	Monthly Rate	City Cost	Employee Cost	Monthly Rate	City Cost	Employee Cost
PREMIUM PPO						
INDIVIDUAL	$372.02	$297.60	$74.42	$412.58	$330.06	$82.52
FAMILY	$1,112.58	$890.05	$222.53	$1,234.26	$987.40	$246.86
SELECT PPO						
INDIVIDUAL	$307.08	$283.47	$23.62	$340.34	$314.32	$26.02
FAMILY	$917.75	$847.62	$70.14	$1,017.53	$940.19	$77.34

Goal Impact: The employee health insurance program is a part of the Internal Perspective goal. The Self-Insured health and prescription drug programs are also a part of the City's strategic plan to combine employee wellness programs, self-insured health and Rx plans and fully-insured benefit plans to minimize future insurance premium increases for the employee and the City and improve the long-term health of City employees.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council based on the recommendations of the Health Insurance Advisory Committee and the City's Benefit Consultant, Aon Risk Services: (1) approve the 2011 working rates for the Premium PPO and Select PPO Plans; (2) approve the Plan Amendments outlined in the attachment and incorporated in the attached Medical Summary Plan Description; (3) authorize the Prescription Plan modification removing Lifetime Benefit Maximums; (4) approve removing non-network chiropractic services from the Medical Summary Plan Description Statement of Benefits; (5) delay implementation of a $10 premium discount for those employees whose families are tobacco free until a more thorough review of the plan can be completed.

Attachment One –

Schedule of Benefits: Premium Plan Option

- Page 7; Increase Annual Benefit Maximum from $500,000 to $750,000 for Plan year 2011, increase to $1,250,000 for Plan year 2012, increase to $2,000,000 for Plan year 2013 and remove Annual Benefit Maximums for Plan year 2014 and thereafter.
- Page 7; Change Lifetime Benefit Maximum from $2,000,000 to unlimited.
- Page 7; Change Cochlear Implants and Services from $50,000 lifetime to "Limited to one implant per ear, per lifetime."
- Page 10; Remove the $3,000 per calendar year limit from Durable Medical Equipment.
- Page 10; Change Cochlear Implants and Services from $50,000 lifetime to "Limited to one implant per ear, per lifetime."
- Page 11; Remove the Annual Maximum limited to $5,000 per calendar year from Formula & Low Protein Modified Foods for PKU & Amino Acid Disease.
- Page 11; Remove the $1,000 Annual, $5,000 lifetime limits under Dental Services Myofascial Pain & Temporomandibular Joint (TMJ) Dysfunction Syndromes.

Schedule of Benefits: Select Plan Option

- Page 12; Increase Annual Benefit Maximum from $500,000 to $750,000 for Plan year 2011, increase to $1,250,000 for Plan year 2012, increase to $2,000,000 for Plan year 2013 and remove Annual Benefit Maximums for Plan year 2014 and thereafter.
- Page 12; Change Lifetime Benefit Maximum from $2,000,000 to unlimited.
- Page 12; Change Cochlear Implants and Services from $50,000 lifetime to "limited to one implant per ear, per lifetime".
- Page 14; Remove the $3,000 per calendar year limit from Durable Medical Equipment.
- Page 15; Change Cochlear Implants and Services from $50,000 lifetime to "Limited to one implant per ear, per lifetime."
- Page 15; Remove the Annual Maximum limited to $5,000 per calendar year from Formula & Low Protein Modified Foods for PKU & Amino Acid Disease.
- Page 16; Remove the $1,000 Annual, $5,000 lifetime limits under Dental Services Myofascial Pain & Temporomandibular Joint (TMJ) Dysfunction Syndromes.

Schedule of Benefits: Covered Services

- Page 50; Remove "and is subject to $50,000" and "maximum benefit" under Cochlear Implementation.
- Page 50; Remove the words "surgical and" from the section relating to surgical and non-surgical treatment of Myofascial Pain Syndrome and Temporomandibular Joint Dysfunction under covered Dental Services.
- Page 59; Add "Myofascial Pain and Temporomandibular Joint (TMJ) Dysfunction Syndromes surgical treatment and correction of; except as defined by covered services."

Attachment Two -

Schedule of Benefits: Premium Plan Option

- Page 10; Change Chiropractic Services/Spinal Manipulation Cost to Member when Receiving Services from Non-participating Providers (Out-of-Network) from “Deductible Plus 50% Coinsurance” to “Not Covered”.

Schedule of Benefits: Select Plan Option

- Page 15; Change Chiropractic Services/Spinal Manipulation Cost to Member when Receiving Services from Non-participating Providers (Out-of-Network) from “Deductible Plus 50% Coinsurance” to “Not Covered”.

Group Vision Care Policy

Group Name: **THE CITY OF WICHITA**
Group Number: **12041964**
Effective Date: **JANUARY 1, 2006**

CERTIFICATE OF COVERAGE

Provided by:

VISION SERVICE PLAN INSURANCE COMPANY

3333 Quality Drive, Rancho Cordova, CA 95670
(916) 851-5000 (800) 877-7195

This form is a summary of the Policy provisions and is presented as a matter of general information only. It is not a substitute for the provisions of the Policy itself. A copy of the Policy will be furnished on request.

DEFINITIONS:

BENEFIT AUTHORIZATION	Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which a Covered Person is entitled.
COPAYMENTS	Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.
COVERED PERSON	An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Premiums have been paid to VSP, and who is covered under the Policy.
EMERGENCY CONDITION	A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical action.
ENROLLEE	An employee or member of Group who meets the eligibility criteria specified under section VI. ELIGIBILITY FOR COVERAGE of the Policy.
EXPERIMENTAL NATURE	Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.
GROUP	An employer or other entity which contracts with VSP for coverage under the Policy in order to provide vision care coverage to its Enrollees and their eligible dependents.
MEMBER DOCTOR	An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.
NON-MEMBER PROVIDER	Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.
PLAN BENEFITS	The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under the Policy, as defined on the enclosed insert or in the Schedule of Benefits attached as Exhibit A to the Group Policy document maintained by your Group Administrator.
PREMIUMS	The payments made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits, as stated in the Schedule of Premiums attached as Exhibit B to the Group Policy document maintained by your Group Administrator.

RENEWAL DATE	The date on which the Policy shall renew or terminate if proper notice is given.
SCHEDULE OF BENEFITS	The document, attached as Exhibit A to the Group Policy maintained by your Group Administrator, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of the Policy.
SCHEDULE OF PREMIUMS	The document, attached as Exhibit B to the Group Policy maintained by your Group Administrator, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.
USUAL AND CUSTOMARY	The fee a Member Doctor normally accepts for providing vision services to private pay patients and those patients not covered by Medicare or Medicaid programs. Member Doctors complete fee surveys every six months reporting their usual and customary fees which assists VSP in determining the most frequently charged fees for comparable services within the same geographic area.
VISUALLY NECESSARY OR APPROPRIATE	Services and materials medically or visually necessary to restore or maintain a patient's visual acuity and health and for which there is no less expensive professionally acceptable alternative.

ELIGIBILITY FOR COVERAGE

Enrollees: To be covered, a person must currently be an employee or member of the Group, and meet the established coverage criteria mutually agreed upon by Group and VSP.

Eligible Dependents: If dependent coverage is provided, the persons eligible shall include the legal spouse of any Enrollee, and any unmarried child of an Enrollee who has not reached the limiting age as shown on the enclosed insert, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon the Enrollee for support and maintenance.

PREMIUMS

Your Group is responsible for payments of the periodic charges for your coverage. Your Group will notify you of your share of the charges, if any. The entire cost of the program is paid to VSP by your Group.

PROCEDURES FOR USING THE POLICY

1. When you want to receive Plan Benefits, contact VSP or a Member Doctor. A list of names, addresses, and phone numbers of Member Doctors in your area can be obtained from your Group, Plan Administrator, or VSP. If this list does not cover the area in which you wish to seek services, call or write the VSP office nearest you to find one that does.

2. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the Member Doctor. If you contact a Member Doctor directly, you must identify yourself as a VSP member so the doctor can obtain Benefit Authorization from VSP.

3. When such Benefit Authorization is provided by VSP, and services are performed prior to the expiration date of the Benefit Authorization, this will constitute a claim against the Policy in spite of your termination of coverage or the termination of the Policy. Should you receive services from a Member Doctor without such Benefit Authorization or obtain services from a Non-Member Doctor, you are responsible for payment in full to the provider.

4. You pay only the Copayment (if any) to a Member Doctor for services under this Policy. VSP will pay the Member Doctor directly according to its agreement with the doctor.

   Note: If you are eligible for and obtain Plan Benefits from a Non-Member Provider, you should pay the provider his/her full fee. You will be reimbursed by VSP in accordance with the Non-Member Provider reimbursement schedule shown on the enclosed insert, less any applicable Copayments.

5. In emergency conditions, when immediate vision care of a medical nature such as for bodily trauma or disease is necessary, Covered Person can obtain covered services by contacting a Member Doctor (or Out-of-Network Provider if the attached Schedule of Benefits indicates Covered Person's Plan includes such coverage). No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute Eye Care and Primary Eye Care Plans. If coverage for one of these plans is not indicated on the attached Schedule of Benefits or Addendum, Covered Person is not covered by VSP for medical services and should contact a physician under Covered Person's medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance.

   Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments and exclusions stated herein. Reimbursement to Member Doctors will be made in accordance with their agreement with VSP.

6. In the event of termination of a Member Doctor's membership in VSP, VSP will be liable to the Member Doctor for services rendered to you at the time of termination and permit Member Doctor to continue to provide you with Plan Benefits until the services are completed or until VSP makes reasonable and appropriate arrangements for the provision of such services by another Member Doctor.

BENEFIT AUTHORIZATION PROCESS

VSP authorizes Plan Benefits according to the latest eligibility information furnished to VSP by Covered Person's Group and the level of coverage (i.e. service frequencies, covered materials, reimbursement amounts, limitations, and exclusions) purchased for Covered Person by Group under this Policy. When Covered Person requests services under this Policy, Covered Person's prior utilization of Plan Benefits will be reviewed by VSP to determine if Covered Person is eligible for new services based upon Covered Person's Policy's level of coverage. Please refer to the attached Schedule of Benefits for a summary of the level of coverage provided to Covered Person by Group.

Prior Authorization

Certain Plan Benefits require VSP's prior authorization before such Plan Benefits are covered. VSP's prior authorization determinations are based upon criteria developed by optometric and ophthalmic consultants and approved by VSP's Utilization Management Committee and Board of Directors.

A. Initial Determination: VSP will approve or deny requests for prior authorization of services within fifteen (15) calendar days of receipt of the request from the Covered Person's doctor. In the event that a prior authorization cannot be resolved within the time indicated, VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

B. Appeals: If VSP denies the doctor's request for prior authorization, the doctor, Covered Person or the Covered Person's authorized representative may request an appeal of the denial. Please refer to the section on Claim Appeals, below, for details on how to request an appeal. VSP shall provide the requestor with a final review determination within thirty (30) calendar days from the date the request is received. A second level appeal, and other remedies as described below, is also available. VSP shall resolve any second level appeal within thirty (30) calendar days. Covered Person may designate any person, including the provider, as Covered Person's authorized representative.

For more information regarding VSP's criteria for authorizing or denying Plan Benefits, please contact VSP's Customer Service Department.

BENEFITS AND COVERAGES

Through its Member Doctors, VSP provides Plan Benefits to Covered Persons as may be Visually Necessary or Appropriate, subject to the limitations, exclusions, and Copayment(s) described herein. When you wish to obtain Plan Benefits from a Member Doctor, you should contact the Member Doctor of your choice, identify yourself as a VSP member, and schedule an appointment. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization for you directly to the Member Doctor prior to your appointment.

IMPORTANT: The benefits described below are typical services and materials available under most VSP plans. However, the actual Plan Benefits provided to you by your Group may be different. Refer to the attached Schedule of Benefits and/or Disclosure to determine your specific Plan Benefits.

1. Eye Examination: A complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated. Each Covered Person is entitled to a Eye Examination as indicated on the enclosed insert.

2. Lenses: The Member Doctor will order the proper lenses necessary for your visual welfare. The doctor shall verify the accuracy of the finished lenses. Each Covered Person is entitled to new lenses as indicated on the enclosed insert.

3. Frames: The Member Doctor will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency. Each Covered Person is entitled to new frames as indicated on the enclosed insert.

4. Contact lenses: Unless otherwise indicated on the enclosed insert, contact lenses are available under this Plan in lieu of all other lens and frame benefits described herein.

   When you obtain Visually Necessary contact lenses from a Member Doctor, professional fees and materials will be covered as indicated on the enclosed insert with prior authorization from VSP. Coverage for Visually Necessary contact lenses regardless of whether they are obtained from a Member Doctor or Non-Member Provider is subject to review and authorization from VSP's optometric consultants.

   If you select contact lenses for other than Visually Necessary circumstances, they will be considered Elective contact lenses. When Elective contact lenses are obtained from a Member Doctor, VSP will provide an allowance toward the cost of professional fees and materials. A 15% discount shall also be applied to the Member Doctor's usual and customary professional fees for contact lens evaluation and fitting. Contact lens materials are provided at the Member Doctor's usual and customary charges.

5. If you elect to receive vision care services from one of the Member Doctors, Plan Benefits are provided subject only to your payment of any applicable Copayment. If your Plan includes Non-Member Provider coverage and you choose to obtain Plan Benefits from a Non-Member Provider, you should pay the Non-Member Provider his full fee. VSP will reimburse you in accordance with the reimbursement schedule shown on the enclosed insert, less any applicable Copayment. THERE IS NO ASSURANCE THAT THE SCHEDULE WILL BE SUFFICIENT TO PAY FOR THE EXAMINATION OR THE MATERIALS. Availability of services under the Non-Member Provider reimbursement schedule is subject to the same time limits and Copayments as those described for Member Doctor services. Services obtained from a Non-Member Provider are in lieu of obtaining services from a Member Doctor and count toward plan benefit frequencies.

6. Additional Discount: Each Covered Person shall be entitled to receive a 20% discount toward the purchase of additional complete pairs of prescription glasses (lenses, lens options, and frames) from a Member Doctor. Additional pairs means any complete pair of prescription glasses purchased beyond the benefit frequency allowed by your Plan, as indicated on the enclosed insert. Additionally, each Covered Person shall be entitled to receive a 15% discount off the Member Doctor's professional fees for contact lens evaluations and fittings. Contact lens materials are provided at the doctor's usual and customary charges. Discounts are applied to the Member Doctor's usual and customary fees for such services and are available within twelve (12) months of the covered eye examination from the Member Doctor who provided the covered eye examination.

7. Low Vision Services and Materials (applicable only if included in your Plan Benefits outlined on the enclosed insert): The Low Vision Benefit provides special aid for people who have acuity or visual field loss that cannot be corrected with regular lenses. If a Covered Person falls within this category, he or she will be entitled to professional services as well as ophthalmic materials including but not limited to supplemental testing, evaluations, visual training, low vision prescription services, plus optical and non-optical aids, subject to the frequency and benefit limitations as outlined on the enclosed insert. Consult your Member Doctor for details.

COPAYMENT

The benefits described herein are available to you subject only to your payment of any applicable Copayment(s) as described in this booklet and on the enclosed insert. ANY ADDITIONAL CARE, SERVICE AND/OR MATERIALS NOT COVERED BY THIS PLAN MAY BE ARRANGED BETWEEN YOU AND THE DOCTOR.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This vision service plan is designed to cover visual needs rather than cosmetic materials. If you select any of the following options, the Plan will pay the basic cost of the allowed lenses, and you will be responsible for the options extra cost, unless it is defined as a Plan Benefit in the Schedule of Benefits attached as Exhibit A to the Group Policy maintained by your Group Administrator.

- Optional cosmetic processes.
- Cosmetic lenses.
- Laminated lenses.
- Certain limitations on low vision care.

NOT COVERED

There is no benefit under this plan for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than ±.38 diopter power); or two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this plan which are lost or broken except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Costs for services and/or materials above Plan Benefit allowances indicated on the enclosed insert.
- Services/materials not indicated as covered Plan Benefits on the enclosed insert.

LIABILITY IN EVENT OF NON-PAYMENT

In the event VSP fails to pay the provider, you shall not be liable for any sums owed by VSP other than those not covered by the policy.

COMPLAINTS AND GRIEVANCES

If Covered Person ever has a question or problem, Covered Person's first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer Covered Person's question and/or resolve the matter informally. If a matter is not initially resolved to the satisfaction of a Covered Person, the Covered Person may communicate a complaint or grievance to VSP orally or in writing by using the complaint form that may be obtained upon request from the Customer Service Department. Complaints and grievances include disagreements regarding access to care, or the quality of care, treatment or service. Covered Persons also have the right to submit written comments or supporting documentation concerning a complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, a letter will be sent to the Covered Person to indicate VSP's expected resolution date. Upon final resolution, the Covered Person will be notified of the outcome in writing.

Claim Payments and Denials

A. Initial Determination: VSP will pay or deny claims within thirty (30) calendar days of the receipt of the claim from the Covered Person or Covered Person's authorized representative. In the event that a claim cannot be resolved within the time indicated VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

B. Request for Appeals: If a Covered Person's claim for benefits is denied by VSP in whole or in part, VSP will notify the Covered Person in writing of the reason or reasons for the denial. Within one hundred eighty (180) days after receipt of such notice of denial of a claim, Covered Person may make a verbal or written request to VSP for a full review of such denial. The request should contain sufficient information to identify the Covered Person for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number of the VSP Enrollee, the Covered Person's name and date of birth, the name of the provider of services and the claim number. The Covered Person may state the reasons the Covered Person believes that the claim denial was in error. The Covered Person may also provide any pertinent documents to be reviewed. VSP will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents, or written arguments in support of the claim, and appear personally to present materials or arguments. Covered Person or Covered Person's authorized representative should submit all requests for appeals to:

VSP

Member Appeals

3333 Quality Drive

Rancho Cordova, CA 95670

(800) 877-7195

VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

If Covered Person disagrees with VSP's determination, he/she may request a second level appeal within sixty (60) calendar days from the date of the determination. VSP shall resolve any second level appeal within thirty (30) calendar days.

When Covered Person has completed all appeals mandated by the Employee Retirement Income Security Act of 1974 ("ERISA"), additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. Covered Person should contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under ERISA Section 502(a)(I)(B), Covered Person has the right to bring a civil (court) action when all available levels of reviews of denied claims, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

TERMINATION OF BENEFITS

Cancellation conditions of your vision care Policy are shown on the enclosed insert. Plan Benefits will cease on the date of cancellation of this Policy whether the cancellation is by your Group or by VSP due to non-payment of Premium. If you are receiving service as of the termination date of the Policy, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of the Policy.

INDIVIDUAL CONTINUATION OF BENEFITS

This program is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees who may desire to retain same.

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an eligible Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VISION SERVICE PLAN INSURANCE COMPANY

3333 Quality Drive
Rancho Cordova, CA 95670

MONTHLY PREMIUM: *YOUR GROUP IS RESPONSIBLE FOR PAYMENT TO VISION SERVICE PLAN OF THE PERIODIC CHARGES FOR YOUR COVERAGE. YOU WILL BE NOTIFIED OF YOUR SHARE OF THE CHARGES, IF ANY, BY YOUR GROUP.*

ELIGIBILITY: *ENROLLEES & ELIGIBLE DEPENDENTS: UNMARRIED DEPENDENT CHILDREN ARE COVERED TO AGE 19 OR TO AGE 23 IF FULL-TIME STUDENTS. THE WAITING PERIOD IS THE SAME AS YOUR OTHER HEALTH BENEFITS.*

PLAN AND SCHEDULE: ***ENHANCED PLAN B - ADULT***

EXAMINATION:	*ONCE EVERY 12 MONTHS*
LENSES:	*ONCE EVERY 12 MONTHS*
FRAMES:	*ONCE EVERY 24 MONTHS*

TERM, TERMINATION AND RENEWAL: *AFTER THE POLICY TERM, THIS POLICY WILL CONTINUE ON A MONTH TO MONTH BASIS OR UNTIL TERMINATED BY EITHER PARTY GIVING THE OTHER SIXTY (60) DAYS PRIOR WRITTEN NOTICE.*

TYPE OF ADMINISTRATION: *BENEFITS ARE FURNISHED UNDER A VISION CARE PLAN PURCHASED BY THE GROUP AND PROVIDED BY VISION SERVICE PLAN (VSP) UNDER WHICH VSP IS FINANCIALLY RESPONSIBLE FOR THE PAYMENT OF CLAIMS.*

VSP'S ADDRESS IS: *VISION SERVICE PLAN*
3333 QUALITY DRIVE
RANCHO CORDOVA, CA 95670

SCHEDULE OF BENEFITS

GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below. Vision care benefits may be received from any licensed eye care provider, whether Member Doctors or Non-Member Providers.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

PLAN BENEFITS	***MEMBER DOCTOR BENEFIT***	***NON-MEMBER PROVIDER BENEFIT***
VISION CARE SERVICES		
Vision Examination	*Covered in Full**	*Up to $ 45.00**
VISION CARE MATERIALS		
Lenses		
Single Vision	*Covered in Full**	*Up to $ 45.00**
Bifocal	*Covered in Full**	*Up to $ 65.00**
Trifocal	*Covered in Full**	*Up to $ 85.00**
Lenticular	*Covered in Full**	*Up to $ 125.00**
Frames	*Covered up to Plan Allowance**	*Up to $ 47.00**
CONTACT LENSES		
Visually Necessary		
Professional Fees and Materials	*Covered in Full**	*Up to $ 210.00**
Elective		
Professional Fees and Materials	*Up to $ 150.00**	*Up to $ 150.00**
LENS OPTIONS		
Anti-reflective coating	*Covered in Full**	*Not covered*
Color coating	*Covered in Full**	*Not covered*
Mirror coating	*Covered in Full**	*Not covered*
Scratch coating	*Covered in Full**	*Not covered*
Blended lenses	*Covered in Full**	*Up to $ 65.00**
Oversize lenses	*Covered in Full**	*Not covered*
Progressive lenses	*Covered in Full**	*Up to $ 85.00**
Tinted/Photo chromic	*Covered in Full**	*Up to $ 5.00**
UV (Ultraviolet protection)	*Covered in Full**	*Not covered*

**Subject to Copayment, if any.*

***Additional discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.*

COPAYMENT
There shall be no Copayment for the examination. If materials (lenses and frames) are provided, there shall be a Copayment of $ 40.00 payable by the Covered Person to the Member Doctor at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

LOW VISION
Professional services, as necessary, for severe visual problems not corrected with regular lenses, including:

Supplemental Testing	*Covered in Full*	*Up to $125.00*
(includes evaluation, diagnosis and prescription of vision aids where indicated)		
Supplemental Aids	*75% of cost*	*75% of cost*

Maximum allowable for all Low Vision benefits of $1000.00 every two (2) years.

SAFETY EYECARE
The Safety Eyewear Program provides a vision examination and associated materials for eligible employees who require safety eyewear due to the nature of their work. For more information regarding this Additional Benefit, please see the Safety Eye care Addendum attached hereto.

THIS EVIDENCE OF COVERAGE CONSTITUTES ONLY A SUMMARY OF THE VISION PLAN. THE VISION PLAN DOCUMENT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE.

Exhibit C

ADDITIONAL BENEFIT RIDER

SAFETY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. This Rider forms a part of the Policy or Certificate of Coverage to which it is attached.

COVERED PERSONS WHO MEET THE ELIGIBILITY REQUIREMENTS OUTLINED UNDER ARTICLE VI. OF THE GROUP VISION CARE POLICY AND WHO REQUIRE SAFETY EYEWEAR DUE TO THE NATURE OF THEIR WORK SHALL BE ELIGIBLE FOR THE SAFETY EYECARE PLAN.

ELIGIBILITY

The following are Covered Persons under this Policy.

- Enrollee.
  See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated:

COPAYMENT

The benefits herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered person. Plan Benefits received from Member Doctors and Out-of-Network Providers require Copayments. Covered Persons must also follow Benefit Authorization procedures.

There shall be no Copayment for the examination. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be a Copayment of $40.00 payable by the Covered Person to the Member Doctor or the Out-of-Network Provider at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

SAFETY EYECARE PLAN

PATIENT OPTIONS

This vision service plan is designed to cover visual needs rather than cosmetic materials. When a Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Cosmetic lenses.
- Lens laminations.
- Certain limitations on low vision care.

NOT COVERED

There are no benefits for professional services or materials connected with:

- Subnormal vision aids.
- Orthotics or vision training and any associated supplementary testing not specifically related to Safety Eye Care.
- Plano lenses.
- Two pair of glasses in lieu of bifocals.
- Contact lenses.
- Replacement of lenses and frames furnished under this Policy that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Examinations above a Limited Level unless the Covered Person: (i) is not eligible for an eye examination under the Plan to which this Rider is attached; (ii) received an eye examination from another Member Doctor during the same eligibility period; or (iii) received an eye examination during the preceding 6 months from a practitioner in the same Member Doctor's office that will be providing the Safety Eye Care examination.
- Rimless frames.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

Prescription Drug Benefit

Administrator

ExpressScripts Inc.

Effective Jan. 1, 2010

City of Wichita		
Retail Pharmacy	Premium Plan	Select Plan
Retail Maximum Supply	31 days	31 days
Generic Copay	$5	$10
Brand-Formulary Copay	$15	$25
Brand-NonFormulary Copay	$40	$50
Fertility Agents	$40	$50
Contraception - 30 day injectable	$40	$50
Contraception - 30 day oral	$40	$50
Contraception - 90 day injectable	$40	$50
Contraception - 90 day oral	$40	$50
Chantix	$5	$10
How many copays will apply for 60 day products at retail?	2	2
How many copays will apply for 90 day products at retail?	3	3
Retail Out-of-Network		
Generic Copay	$10	$20
Brand-Formulary Copay	$30	$50
Brand-NonFormulary Copay	$80	$100
Home Delivery Pharmacy		
Home Delivery Maximum Supply	93 days	93 days
Generic	$10	$20
Brand-Formulary Copay	$30	$50
Brand-NonFormulary Copay	$80	$100
Fertility Agents	$80	$100
Contraception - 30 day injectable	$80	$100
Contraception - 30 day oral	$80	$100
Contraception - 90 day injectable	$80	$100
Contraception - 90 day oral	$80	$100
Chantix	$10	$20
DRUG COVERAGE		
Contraceptives Devices		
Contraceptive devices (eg-diaphragms, cerv. Caps)	COV	COV
IUD	NC	NC
Contraceptive Injections & Implants		
Contraceptives, Implantable (ex. Norplant)	NC	NC
Contraceptives, Non-Inj. 91 day supply (ex. Seasonale)	COV	COV
Contraceptives, Inj. 90 day supply (ex. Depo-Provera)	COV	COV
Contraceptives		
Oral Contraceptives		
Contraceptive, Oral (ex. Ortho-Evra)	COV	COV
Contraceptive, Emergency (ex. Preven, Plan B)	COV	COV
Contraceptives Devices		
Contraceptive devices (eg-diaphragms, cerv. Caps)	NC	NC

IUD	NC	NC
Contraceptive Injections & Implants		
Contraceptives, Implantable (ex. Norplant)	NC	NC
Contraceptives, Non-Inj. 91 day supply (ex. Seasonale)	COV	COV
Contraceptives, Inj. 90 day supply (ex. Depo-Provera)	COV	COV
Contraceptives, Inj. 30 day supply (ex. Lunelle)	COV	COV
Fertility & Other Hormonal Agents		
Fertility Medications		
Fertility Meds (Oral) - (e.g. Clomid)	COV	COV
Fertility Meds (Injectable) - (e.g. Pergonal)	COV	COV
Fertility Meds (Vaginal gel) - (e.g. Crinone 8%)	COV	COV
Smoking Cessation Medications		
Smoking Deterrents, Rx - ALL	COV	COV
Nicotine nasal spray (Nicotrol NS)	COV	COV
Nicotine inhaler (Nicotrol)	COV	COV
Zyban	COV	COV
Chantix	COV	COV
Injectables		
Injectables - ALL (except those addressed in any other category within this document)	COV	COV
Serums, Toxoids, Vaccines (incl Flumist) Immunizations, vaccines	NC	NC
Allergy sera (Allergens)	NC	NC
Injectables-self injectable Only	COV	COV
Other injectables	COV	COV
Antineoplastic Agents (excluding Lupron/Octreotide)	NC	NC
Cosmetic Use Only Drugs		
Hair Growth Agents (Hair growth stimulants, ie Rogaine, Propecia, Vaniqa)	NC	NC
Photo-Aged skin products (ex. Renova)	NC	NC
Depigmentation Products (ex Tri-Luma)	NC	NC
Injectible cosmetics (Botox)	NC	NC
Impotence Drugs *(impotency meds need to be consistent in their edit (all PA or all excl, etc.)*		
Injectables	COV	COV
Non - Injectable	COV	COV
Dispensing Limits		
Retail	4	31 days
Home Delivery	12	93 days
Legend Vitamins	covered	
Vitamins-(Rx) - ALL (includes hematinics)	COV	COV
Pre-natal Vitamins (legend)	COV	COV
Therapeutic Agents (ex. Niacin)	COV	COV
Legend Multivitamins (usually have OTC counterparts)	COV	COV
Fluoride Vitamins (Pediatric)	COV	COV
Nutritional Supplemental Agents	COV	COV

Hemopoetic Agents	COV	COV
Supplemental Agents (Biotin)	COV	COV
Diabetic Supplies	covered	
All	COV	COV
Syringes, Needles, Devices, Pump Supplies	COV	COV
Blood Monitors and Kits	COV	COV
Dispensing Limits	Yes	Yes
Qty per 365 days	1	1
After limits are exceeded:	PA	PA
Ample Supply?	Yes	Yes
Continuous Glucose Sensors	COV	COV
Ample Supply?	Yes	Yes
Test Strips	COV	COV
Blood Glucose Calibration Solutions	COV	COV
Urine Tests	COV	COV
Lancets	COV	COV
Lancet Devices	COV	COV
Other	COV	COV
Durable Medical Equipement		
All	NC	NC
Respitory Therapy supplies	NC	NC
Peak Flow Meters	NC	NC
Non-Insulin Syringes	COV	COV
Ostomy Supplies	NC	NC
Other		
Weight Management	NC	NC
Compounded Products	COV	COV
Non-Legend OTCs	NC	NC
Medical Foods	COV	COV
Dental Fluoride Products (dental), Rx	COV	COV
Growth Promoting Agent (incl those used for cancers)	PA required	PA required
Androgen Medications	COV	COV
Nail Fungus Treatment	COV	COV
Prior Authorization		
ESI Base List		
Ÿ Trentinoin	PA	PA
Ÿ Tazorac	PA	PA
Ÿ Regranex	PA	PA
Ÿ Growth Hormones (inj.)	PA	PA
Ÿ Aranesp inj.	PA	PA
Ÿ Epogen/Procrit inj.	PA	PA
Ÿ Botox inj.	PA	PA
Ÿ Prolastin inj./Aralast inj./Zemaira	PA	PA
Ÿ Myobloc inj.	PA	PA
Ÿ Revatio	PA	PA
Ÿ ALL Base Prior Authorizations drugs w/ updates & revisions	Yes	Yes
ESI Supplemental		

Ÿ Cimzia (Injectable)	PA	PA
Ÿ Diflucan (excluding 150mg tablets)	PA	PA
Ÿ Sporanox capsules	PA	PA
Ÿ Lamisil tablets	PA	PA
Ÿ Penlac topical solution	PA	PA
Ÿ Forteo inj.	PA	PA
Ÿ Amevive inj.	PA	PA
Ÿ Remicade inj.	PA	PA
Ÿ Xolair inj.	PA	PA
Ÿ Provigil	PA	PA
Ÿ Raptiva inj.	PA	PA
Ÿ Enbrel inj.	PA	PA
Ÿ Enbrel inj.(included in the ESI Selected Inj Drug List)	PA	PA
Ÿ Kineret inj.(included in the ESI Selected Inj Drug List)	PA	PA
Ÿ Humira inj.(included in the ESI Selected Inj Drug List)	PA	PA
Ÿ Orencia (included in the ESI Selected Inj Drug List)	PA	PA
Ÿ Rituxan inj.(included in the ESI Selected Inj Drug List)	PA	PA
Ÿ Topamax and Zonegran	PA	PA
Step Therapy		
Ÿ ACE Inhibitors	X	X
Ÿ A-II (ARB)	X	X
Ÿ Avodart	X	X
Ÿ Branded NSAIDS	X	X
Ÿ Cyclooxygenase-2 Inhibitor (COX-II) Drugs	X	X
Ÿ Enhanced Bisphosphonates	X	X
Ÿ Fenofibrate	X	X
Ÿ HMG – Enhanced Lipitor Formulary	X	X
Ÿ Hypnotics	X	X
Ÿ Leukotrienes Pathway Inhibitors	X	X
Ÿ Nasal Steroids	X	X
Ÿ Non-Sedating Antihistamines	X	X
Ÿ Other Antidepressants - Bupropion/SNRI	X	X
Ÿ Overactive Bladder	X	X
Ÿ PPI - Enhanced	X	X
Ÿ SSRI	X	X
Ÿ Tekturna	X	X
Ÿ Topical Corticosteroids	X	X
Ÿ Topical Immodulators	X	X

Formulary Drugs

Beginning January 1, 2010, your plan will use a list of prescription drugs or formulary. If you take a brand-name prescription drug that's on the formulary list, you'll pay the copay plus the difference between the brand and generic drug. One alternative to paying this higher copayment is to ask your doctor is a generic equivalent is available. Generics are medications approved by the U.S. Food and Drug Administration (FDA) that are as safe and effective as brand-name drugs, but that cost less. Your formulary encourages the use of generics, and they save you money. Only you and your doctor can make decisions about your healthcare. Be sure to ask your doctor about the drugs that appear on your formulary drug list so he or she can choose ones that are right for you.

Medications Requiring Prior Authorization

Some prescription drugs require "prior authorization." This simply means that when your doctor prescribes one of these drugs, he or she needs to contact Express Scripts to ask if your plan can cover the drug.

To see the drugs included in your plan's Prior Authorization program, check the list below:

Trentioin	Epogen (Inj.) / Procrit (inj.)	Sporanox capsules	Raptiva (inj.)
Tazorac (Topical)	Botox (Inj.)	Lamisil tablets	Kineret (inj.)
Regranex (Topical)	Prolastin (Inj.) / Aralast (inj.)	Penlac topical solution	Humira (inj.)
Growth Promoting Agents (Inj.)	Myobloc (Inj.)	Forteo (inj.)	Orencia (inj.)
Aranesp (Inj.)	Revatio (Oral)	Enbrel (inj.)	Exubera (inhaled)
Diflucan (excl 150mg tabs)	Cimzia (inj.)	Remicade (inj.)	Rituxan (inj.)
Topemax / Zonegran	Diflucan)	Xolair (inj.)	Amevive (inj.)
Enbrel (inj.)	Humira (inj.)	Provigil	

How Prior Authorization works

The program monitors certain prescription drugs and their costs ***so that you can get the right drug at the right cost***. That is, you receive an effective drug which is *also* covered by your benefits. It works much like a health plan that approves some medical procedures beforehand, to make sure you're getting tests you need: Some prescriptions are pre-approved for coverage.

What you can do

- Show your doctor the enclosed list. If a drug you use is on the list, your doctor should contact Express Scripts. An Express Scripts representative will see if your plan can cover the drug.
- Your pharmacist might also tell you that a drug needs a prior authorization. If this occurs, the pharmacist can call your doctor and ask him or her to contact Express Scripts to see if your plan can cover the drug. When a prescription drug is approved for coverage, you'll pay the applicable copayment. If a drug you're taking cannot be covered and you still want to take it, you must pay the full cost.

How to Get Prescriptions from a Local Retail Pharmacy

Plan members will receive a prescription ID card showing the Express Scripts logo. You'll need to show this ID card to your pharmacist each time you get a prescription filled. When making your purchase, you will need to pay the required copayment charge at the point of sale. To locate pharmacies near you that are in the Express Scripts network, visit the Web site at https://member.express-scripts.com/preview/cityof wichita2010.

How to Use the Home Delivery Pharmacy

Take advantage of added discounts and the convenience of home delivery for maintenance medications. To begin home delivery in 2010 as a new member of the Express Scripts plan, you will need to ask your doctor to write a new prescription for a 90-day supply, plus appropriate refills for up to one year. Complete the Member Profile form (available in your Express Scripts new member packet, at www.express-scripts.com after Jan. 1, 2010, or call the toll-free number on the back of your ID card to request one). You only need to fill out this profile once (or when any update is needed, i.e. adding a family member or address change). Mail the completed profile form, prescription(s) and copayment to Express Scripts at P.O. Box 52112, Phoenix, AZ 85072-2112. Please allow about 14 days to receive your initial order. Once your Home Delivery prescription account is established, refills are available by mail, by phone or online at www.express-scripts.com. The Express Scripts Home Delivery plan will offer a courtesy call to let you know that your order has been received, and another call is made when your order has been shipped. Overnight or second-day delivery may be available for your area for an additional charge.

How to Obtain Specialty Medications

Express Scripts offers the CuraScript Specialty Pharmacy as your exclusive pharmacy for your specialty needs. Express Scripts allows the first-time specialty medication user to access a participating retail pharmacy for the first fill and one refill before requiring fills through the CuraScript pharmacy. You can reach CuraScript at 866-848-9870 for information on all your specialty medication needs, or you can contact the Express Scripts Patient Care Contact Center at 1-877-531-4910 after January 1, 2010.

24-Hour Customer Service

To answer your questions and ensure your prescription drug plan runs smoothly, the Express Scripts Patient Care Contact Center is always open—24-hours a day, seven days a week. Call us any time at -877-531-4910; this number will be active for Open Enrollment October 23, 2009 through November 13, 2009. The phone lines will then reopen December 24, 2009.

Prescription Services Online

- After January 1, 2010, please visit the Express Scripts member Web site at www.express-scripts.com to view *personalized* claim and copay information as well as savings opportunities. This Web site will allow you to:Locate pharmacies in your neighborhood or vacation destination
- Review your claims profile
- Look up drugs by name and read about them
- Read about drug-to-drug interactions

- Sign up and order refills for the Home Delivery Program and check the status of your order
- Send e-mail questions to a pharmacist
- Use Price Check to view an estimate of your copayment before making a purchase

Claims Submission

- Members to submit all claims:

  Express Scripts, Inc.

  P.O. Box 390873

  Bloomington, MN 55439-0873

  ATTN: Claims Department

Appeals Process

-

Group Health Benefit Plan

Medical
Summary Plan Description

Effective January 1, 2007

Amended January 1, 2011

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INTRODUCTION

This document is a description of the City of Wichita Group Health Benefits Plan (the "Plan") for the exclusive benefit of and to provide health benefits to its eligible full-time employees and their eligible dependents and retirees. No oral interpretations can change this Plan. The Plan described is designed to protect Covered Persons against certain catastrophic health expenses.

By carefully reading the Summary Plan Description (SPD) and understanding Your relationship to the Plan, You will be an informed Covered Person. The participating hospitals and physicians of the network have agreed to extend a discount to those employees and Covered Dependents that utilize their facilities. When Your claims for services are processed, You will see the amount of the discount on the Explanation of Benefits (EOB). This, of course, helps reduce Your liability for the cost of the services.

Additional Information has been provided at the end of this document. This information is not incorporated nor provided through the City of Wichita Group Health Benefits Plan. The Additional Information section is subject to change without notice or Amendment.

Notification of Grandfathered Status

The City of Wichita's health insurance plan meets the criteria for grandfathered plans, under the 2010 Health Care Reform Act.

You Must Notify The Human Resources Department When One Of The Following Events Occur.

- Birth of child. *(within 60 days).*
- Marriage. *(within 60 days).*
- Adoption of child. *(within 60 days).*
- Your Covered child turns 19. *(within 30 days)* Coverage will terminate for this child if he/she is not a full-time student.
- Your Covered full-time student graduates, quits school, gets married or turns age 23. *(within 30 days).*
- Divorce. *(within 30 days).*

You Must Be Sure That Your Providers Have The Current Billing Instructions Provided On Your Identification Card. Failure To Submit Claims Properly May Result In Delayed Claims Processing.

SCHEDULE OF BENEFITS: Premium Plan Option

The following section **Schedule of Benefits** provides the health care services and supplies covered under this Plan. The schedule is provided to assist You with determining the level of coverage and Pre-Certification procedures, that apply for Covered Services when determined to be Medically Necessary, subject to the exclusions and limitations.

The PREMIUM PLAN OPTION as described in the Schedule of Benefits of the existing Summary Plan Description shall be considered the base plan for all Plan participants; provided, however, the Plan Sponsor hereby offers an optional, voluntary, elective second benefit option which is hereby incorporated into the Summary Plan Description as the SELECT PLAN OPTION. To participate in the SELECT PLAN OPTION, employees and retirees must formally elect the SELECT PLAN OPTION by completing and submitting the appropriate SELECT PLAN OPTION enrollment forms. Benefits shall be provided under the voluntary SELECT PLAN OPTION as follows.

In addition, all benefits stated under either plan accumulate collectively to the benefit maximums stated in the Schedule of Benefits. For example, You have received benefits totaling $250,000 as of December 31 under the PREMIUM PLAN OPTION. On January 1, You elect the SELECT PLAN OPTION. Your benefits previously received of $250,000 carries over to the SELECT PLAN OPTION and vice versa.

PREMIUM PLAN OPTION **Covered Services**	**Cost to Member when Receiving Services from Participating Providers** **(In-Network)**	**Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)** [2]
Annual Plan Deductible	$0 Individual / $0 Family	$200 Individual / $400 Family
Coinsurance For All Eligible Expenses (unless otherwise noted)	0% Coinsurance	50% Coinsurance
Out-of-Pocket Maximum Includes coinsurance	None	$1,000 Individual / $2,000 Family
Benefit Maximum **Medical** Annual Lifetime **Cochlear Implants & Services** Lifetime	 $750,000 No Lifetime Maximum Limited to One Implant Per Ear, Per Lifetime	
Primary Care Physician (PCP) Services § Physician Office Visit and Related Physician Services § Physician Office Surgery	 $20 Copayment $20 Copayment	 Deductible Plus 50% Coinsurance Deductible Plus 50% Coinsurance

PREMIUM PLAN OPTION Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network) [2]
§ Other Physician Services (unless noted elsewhere)	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Injections	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Testing	$20 Copayment	Deductible Plus 50% Coinsurance
Specialty Physician Services		
§ Physician Office Visit and Related Physician Services	$20 Copayment	Deductible Plus 50% Coinsurance
§ Physician Office Surgery	$20 Copayment	Deductible Plus 50% Coinsurance
§ Other Physician Services (unless noted elsewhere)	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Injections	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Testing	$20 Copayment	Deductible Plus 50% Coinsurance
Preventive Care		
§ Annual Well Woman Exam	$20 Copayment	Deductible Plus 50% Coinsurance
§ Mammograms (Diagnostic and Routine Screening)	$0 Copayment	Deductible Plus 50% Coinsurance
§ Well Baby and Child Care	$20 Copayment	Deductible Plus 50% Coinsurance
§ Annual Prostate Screening - High Risk or Symptomatic (Age 40+) and All Males (Age 50+)	$20 Copayment	Deductible Plus 50% Coinsurance
§ Routine Health Screening	$20 Copayment	Deductible Plus 50% Coinsurance
Immunizations § Pediatric (up to age 72 months)	No Copayment	No Copayment
§ Adult	No Copayment	Deductible Plus 50% Coinsurance
Hospital Inpatient Services Services include semi-private hospital room & board, physician and surgeon services, lab, x-ray and other facility and ancillary charges.	$100 Copayment per Day *$500 Inpatient copayment limit per person per calendar year* *$1,000 Inpatient copayment per family per calendar year*	Deductible Plus 50% Coinsurance
Outpatient Laboratory Services	$0 Copayment	Deductible Plus 50% Coinsurance
Hospital Outpatient Surgery and Scopes	$200 Copayment	Deductible Plus 50% Coinsurance

PREMIUM PLAN OPTION Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network) [2]
includes related Professional Charges		
Outpatient Surgery and Scopes performed in an Ambulatory Surgery Center includes related Professional Charges	$200 Copayment	Deductible Plus 50% Coinsurance
Outpatient X-rays includes related Professional Charges	$0 Copayment	Deductible Plus 50% Coinsurance
Outpatient Diagnostic Testing and Services (Not Listed Elsewhere) § Performed in Hospital § Performed in Other Outpatient Setting includes related Professional Charges	$0 Copayment	Deductible Plus 50% Coinsurance
Emergency Services § Emergency Room Copayment waived if admitted § Related Professional Fees	$100 Copayment for Facility Charges $0 Copayment for Related Professional Fees	$100 Copayment for Facility Charges $0 Copayment for Related Professional Fees
Ambulance/Emergency Transportation (Ground or Air)	$0 Copayment	$0 Copayment
Urgent Care	$20 Copayment	$20 Copayment
Maternity Care § Professional Services for Maternity Care & Delivery Other services (including hospital services)	$20 Copayment See Appropriate Benefits	Deductible Plus 50% Coinsurance Deductible Plus 50% Coinsurance
Outpatient Short Term Therapy § Physical Therapy § Occupational Therapy § Speech Therapy	$20 Copayment *Limited to 60 visits per Calendar Year Benefit Maximum*	Deductible Plus 50% Coinsurance
Rehabilitation § Inpatient § Partial Day Programs (4 hours or	$100 per Day Copayment up to a $500 Maximum *$500 Inpatient copayment limit per person per calendar year* *$1,000 Inpatient copayment per family per calendar year*	Deductible Plus 50% Coinsurance

PREMIUM PLAN OPTION Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network) [2]
greater)	$20 Copayment	Deductible Plus 50% Coinsurance
	Limited to 60 visits per Calendar Year Benefit Maximum	
§ Outpatient (Pulmonary, Cardiac)	$20 Copayment	Deductible Plus 50% Coinsurance
	Limited to 60 visits per Calendar Year Benefit Maximum	
Home Health Care	$0 Copayment	Deductible Plus 50% Coinsurance
Skilled Nursing Facility	$0 Copayment	Deductible Plus 50% Coinsurance
Hospice Care	$0 Copayment	Deductible Plus 50% Coinsurance
Durable Medical Equipment	$0 Copayment	Deductible Plus 50% Coinsurance
Prosthetics & Braces	$0 Copayment	Deductible Plus 50% Coinsurance
Cochlear Implants and Services	See Appropriate Benefits	Deductible Plus 50% Coinsurance
	(Limited to one implant per ear, per lifetime)	
Chiropractic Services / Spinal Manipulation	$20 Copayment	Not Covered
	Limited to 26 visits per Calendar Year Benefit Maximum	
Organ Transplant	See Appropriate Benefits	Not Covered
Transportation, Lodging & Meals when related to Organ Transplants	$0 Copayment *(Limited to $2,000 per Calendar Year Benefit Maximum)*	Not Covered
Mental/Nervous Treatment Inpatient Limited to Semi-Private Rate	$100 Copayment *$500 Inpatient copayment limit per person per calendar year* *$1,000 Inpatient copayment per family per calendar year*	Deductible Plus 50% Coinsurance
	Limited to 45 days per Calendar Year Benefit Maximum	
Outpatient *First (2) visits covered at 100%.*	$20 Copayment	Deductible Plus 50% Coinsurance

PREMIUM PLAN OPTION Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network) [2]
	Limited to 45 visits per Calendar Year Benefit Maximum	
Substance Abuse & Chemical Dependency Treatment Inpatient Limited to Semi-Private Rate	$100 Copayment *$500 Inpatient copayment limit per person per calendar year* *$1,000 Inpatient copayment per family per calendar year* *Limited to 30 days per Calendar Year Benefit Maximum*	Deductible Plus 50% Coinsurance
Outpatient *First (2) visits covered at 100%.*	$20 Copayment	Deductible Plus 50% Coinsurance
Injectable Medications (Medically administered)	$0 Copayment	Deductible Plus 50% Coinsurance
Outpatient Dialysis	$0 Copayment	Deductible Plus 50% Coinsurance
Infertility	$20 Copayment	Deductible Plus 50% Coinsurance
Formula & Low Protein Modified Foods for PKU & Amino Acid Disease	$0 Copayment	Deductible Plus 50% Coinsurance
Human Leukocyte Antigen Testing	$0 Copayment	Deductible Plus 50% Coinsurance
Nutritional Evaluation & Diabetes Management/Self-Training	$0 Copayment	Deductible Plus 50% Coinsurance
Dental Services Accidental Injury	$0 Copayment *Limited $1,000 per accident during a consecutive twelve (12) month period*	Deductible Plus 50% Coinsurance
Impacted Wisdom Teeth	Out of Network Deductible Plus 50% Coinsurance	Deductible Plus 50% Coinsurance
Intraoral X-Rays *When in connection with Covered oral surgery services*	$0 Copayment	Deductible Plus 50% Coinsurance
Myofascial Pain & Temporomandibular Joint (TMJ) Dysfunction Syndromes	Out of Network Deductible Plus 50% Coinsurance	Deductible Plus 50% Coinsurance

SCHEDULE OF BENEFITS: Select Plan Option

The following section **Schedule of Benefits** provides the health care services and supplies covered under this Plan. The schedule is provided to assist You with determining the level of coverage and Pre-Certification procedures, that apply for Covered Services when determined to be Medically Necessary, subject to the exclusions and limitations.

The PREMIUM PLAN OPTION as described in the Schedule of Benefits of the existing Summary Plan Description shall be considered the base plan for all Plan participants; provided, however, the Plan Sponsor hereby offers an optional, voluntary, elective second benefit option which is hereby incorporated into the Summary Plan Description as the SELECT PLAN OPTION. To participate in the SELECT PLAN OPTION, employees and retirees must formally elect the SELECT PLAN OPTION by completing and submitting the appropriate SELECT PLAN OPTION enrollment forms. Benefits shall be provided under the voluntary SELECT PLAN OPTION as follows.

In addition, all benefits stated under either plan accumulate collectively to the benefit maximums stated in the Schedule of Benefits. For example, You have received benefits totaling $250,000 as of December 31 under the PREMIUM PLAN OPTION. On January 1, You elect the SELECT PLAN OPTION. Your benefits previously received of $250,000 carries over to the SELECT PLAN OPTION and vice versa.

Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)
Annual Plan Deductible	$500 Individual / $1,000 Family	$1,000 Individual / $2,000 Family
Coinsurance For All Eligible Expenses (unless otherwise noted)	20% Coinsurance	50% Coinsurance
Out-of-Pocket Maximum Includes deductible and coinsurance	$2,500 Individual / $5,000 Family	$5,000 Individual / $10,000 Family
Benefit Maximum		
Medical		
Annual	$750,000	
Lifetime	No Lifetime Limit	
Cochlear Implants & Services		
Lifetime	Limited to One Implant Per Ear, Per Lifetime	
Primary Care Physician (PCP) Services		
§ Physician Office Visit and Related Physician Services	$25 Copayment	Deductible Plus 50% Coinsurance
§ Other Physician Services (unless noted elsewhere)	$25 Copayment	Deductible Plus 50% Coinsurance

Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)
§ Allergy Injections	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Testing	$25 Copayment	Deductible Plus 50% Coinsurance
Specialty Physician Services		
§ Physician Office Visit and Related Physician Services	$50 Copayment	Deductible Plus 50% Coinsurance
§ Physician Office Surgery	$50 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Injections	$0 Copayment	Deductible Plus 50% Coinsurance
§ Allergy Testing	$50 Copayment	Deductible Plus 50% Coinsurance
Preventive Care		
§ Annual Well Woman Exam	Same as Office Visit	Deductible Plus 50% Coinsurance
§ Mammograms (Diagnostic and Routine Screening)	$0 Copayment	Deductible Plus 50% Coinsurance
§ Well Baby and Child Care	Same as Office Visit	Deductible Plus 50% Coinsurance
§ Annual Prostate Screening - High Risk or Symptomatic (Age 40+) and All Males (Age 50+)	Same as Office Visit	Deductible Plus 50% Coinsurance
§ Routine Health Screening	Same as Office Visit	Deductible Plus 50% Coinsurance
Immunizations		
§ Pediatric (up to age 72 months)	$0 Copayment	$0 Copayment
§ Adult	$0 Copayment	Deductible Plus 50% Coinsurance
Hospital Inpatient Services Services include semi-private hospital room & board, physician and surgeon services, lab, x-ray and other facility and ancillary charges.	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
Outpatient Laboratory Services	$0 Copayment	Deductible Plus 50% Coinsurance
Hospital Outpatient Surgery and Scopes includes related Professional Charges	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
Outpatient Surgery and Scopes performed in an Ambulatory Surgery Center includes related Professional Charges	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
Outpatient X-rays includes related Professional Charges	$0 Copayment	Deductible Plus 50% Coinsurance

Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)
Outpatient Diagnostic Testing and Services (Not Listed Elsewhere) § Performed in Hospital § Performed in Other Outpatient Setting includes related Professional Charges	$0 Copayment	Deductible Plus 50% Coinsurance
Emergency Services § Emergency Room (Copayment waived if admitted) § Related Professional Fees	$150 Copayment for Facility Charges $0 Copayment for Related Professional Fees	$150 Copayment for Facility Charges $0 Copayment for Related Professional Fees
Ambulance/Emergency Transportation (Ground or Air)	$0 Copayment	$0 Copayment
Urgent Care	$50 Copayment	$50 Copayment

Maternity Care § Professional Services for Maternity Care & Delivery § Other services (including hospital services)	$50 Copayment See Appropriate Benefits	Deductible Plus 50% Coinsurance Deductible Plus 50% Coinsurance
Outpatient Short Term Therapy § Physical Therapy § Occupational Therapy § Speech Therapy	$50 Copayment *Limited to 60 visits per Calendar Year Benefit Maximum*	Deductible Plus 50% Coinsurance
Rehabilitation § Inpatient	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
§ Partial Day Programs (4 hours or greater)	Deductible Plus 20% Coinsurance *Limited to 60 visits per Calendar Year Benefit Maximum*	Deductible Plus 50% Coinsurance
§ Outpatient (Pulmonary, Cardiac)	Deductible Plus 20% Coinsurance *Limited to 60 visits per Calendar Year Benefit Maximum*	Deductible Plus 50% Coinsurance
Home Health Care	$0 Copayment	Deductible Plus 50% Coinsurance
Skilled Nursing Facility	$0 Copayment	Deductible Plus 50% Coinsurance
Hospice Care	$0 Copayment	Deductible Plus 50% Coinsurance
Durable Medical Equipment	$0 Copayment	Deductible Plus 50% Coinsurance

Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)
Prosthetics & Braces	$0 Copayment	Deductible Plus 50% Coinsurance
Cochlear Implants and Services	See Appropriate Benefits	Deductible Plus 50% Coinsurance
	Limited to one implant per ear, per lifetime	
Chiropractic Services / Spinal Manipulation	$25 Copayment	Not Covered
	Limited to 26 visits per Calendar Year Benefit Maximum	
Organ Transplant	See Appropriate Benefits	Not Covered
Transportation, Lodging & Meals when related to Organ Transplants	$0 Copayment *(Limited to $2,000 per Calendar Year Benefit Maximum)*	Not Covered
Mental/Nervous Treatment Inpatient - Limited to Semi-Private Rate	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
	Limited to 45 days per Calendar Year Benefit Maximum	
Outpatient *First (2) visits covered at 100%.*	$50 Copayment	Deductible Plus 50% Coinsurance
	Limited to 45 visits per Calendar Year Benefit Maximum	
Substance Abuse & Chemical Dependency Treatment Inpatient - Limited to Semi-Private Rate	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
	Limited to 30 days per Calendar Year Benefit Maximum	
Outpatient *First (2) visits covered at 100%.*	$50 Copayment	Deductible Plus 50% Coinsurance
Injectable Medications (Not listed elsewhere)	$0 Copayment	Deductible plus 50% Coinsurance
Outpatient Dialysis	$0 Copayment	Deductible Plus 50% Coinsurance
Infertility includes diagnosis and diagnostic surgical treatment only	Deductible Plus 20% Coinsurance	Deductible Plus 50% Coinsurance
Formula & Low Protein Modified Foods for PKU & Amino Acid Disease	$0 Copayment	Deductible Plus 50% Coinsurance
Human Leukocyte Antigen Testing	$0 Copayment	Deductible Plus 50% Coinsurance
Nutritional Evaluation & Diabetes Management/Self-Training	$0 Copayment	Deductible Plus 50% Coinsurance

Covered Services	Cost to Member when Receiving Services from Participating Providers (In-Network)	Cost to Member when Receiving Services from Non-Participating Providers (Out-of- Network)
Dental Services Accidental Injury	$0 Copayment	Deductible Plus 50% Coinsurance
Impacted Wisdom Teeth	Out of Network Deductible Plus 50% Coinsurance	Deductible Plus 50% Coinsurance
Intraoral X-Rays *When in connection with Covered oral surgery services*	$0 Copayment	Deductible Plus 50% Coinsurance
Myofascial Pain & Temporomandibular Joint (TMJ) Dysfunction Syndromes	Out of Network Deductible Plus 50% Coinsurance	Deductible Plus 50% Coinsurance

* Primary Care Physicians (PCP) generally include those physicians who practice in the specialties of Family Practice, Internal Medicine, General Practice, or Pediatrics. If you are not sure if a physician is a PCP, please contact the Customer Service Number on the back of your ID card. If you receive this service from a Primary Care Physician (PCP), your PCP payment will apply. If you receive these services from a Specialist, your Specialist payment will apply.

DEFINITIONS

"Activities of Daily Living"

Activities you usually do during a normal day including but not limited to bathing, dressing, eating, maintaining continence, toileting, transferring from bed to chair, and mobility.

"Acute"

Refers to an Illness or Injury that is both severe and of recent onset.

"Administrative Appeal"

An Appeal of a decision that has not been issued for medical necessity or medical appropriateness, but is administrative in nature, for example, appealing a Copayment, Coinsurance, or exclusion associated with a Covered Service.

"Adverse Benefit Determination"

A denial of a request for service or a failure to provide or make payment in whole or in part for a benefit. An Adverse Benefit Determination may be based in whole or in part on a medical judgment and may also include:

- Any reduction or termination of a benefit;
- The failure to cover services because they are determined to be Experimental or Investigational;
- The failure to cover services because they are determined to not be Medically Necessary or medically appropriate;
- The failure to cover services because they are cosmetic;
- The failure, reduction, or termination regarding the availability and/or delivery of health care services;
- The failure, reduction, or termination regarding claims payment, handling or reimbursement for health care services; and/or
- The failure, reduction, or termination regarding terms of the contractual relationship between Member and the Plan.

"Alternate Facility"

A duly-licensed non-Hospital health care facility or an attached facility designated as such by a Hospital which provides one or more of the following services on an outpatient basis pursuant to the law of the jurisdiction in which treatment is received, including without limitation:

- Scheduled surgical services;
- Emergency services;
- Urgent Care Services;
- Prescheduled rehabilitative services;
- Laboratory or diagnostic services;
- Inpatient or outpatient Mental Illness services or Substance Abuse services.

"Alternate Recipient"

The child or children identified in the medical child support order as being eligible to receive health care Coverage pursuant to the medical child support order.

"Amendment"

Any attached written description of additional or alternative provisions to the Agreement and/or this SPD. Amendments are effective only when Authorized in writing by the Plan and are subject to all conditions, limitations and exclusions of the Agreement except for those which are specifically amended.

"Ancillary Provider"

A Provider who is not licensed as a Physician or a Hospital.

"Appeal"

An Appeal is a request by You or Your Authorized Representative for consideration of an Adverse Benefit Determination of a service request or benefit that You believe You are entitled to receive.

"ASP"

Administrative Services Provider; (Coventry Health Care of Kansas, Inc.)

"Authorized Representative"

An Authorized Representative is an individual authorized in writing or verbally by You or by state law to act on Your behalf in requesting a health care service, obtaining claim payment or during the Appeal process. A Provider may act on Your behalf with Your expressed consent, or without Your expressed consent when it involves an Urgent Care claim or Appeal. An Authorized Representative does not constitute designation of a personal representative for Health Insurance Portability and Accountability Act ("HIPAA") privacy purposes.

"Calendar Year"

The period of time from January 1 through December 31 inclusive. This is the period during which the total amount of annual benefits under Your Coverage is calculated.

"Calendar Year Benefit Maximum"

A maximum dollar amount, or maximum number of days, visits or sessions for which Covered Services are provided for a Member in any one Calendar Year. Once a Calendar Year Benefit Maximum is met, no more Covered Services will be provided during the same Calendar Year.

"Certificate of Creditable Coverage"

The certificate that documents the individual's Creditable Coverage. Under the terms of HIPAA, the written certification must be furnished automatically to individuals when normal Coverage terminates and again when COBRA Coverage terminates. A certificate must also be furnished upon written request made within 24 months after Plan Coverage terminates.

"Chemical Dependency"

The psychological or physiological dependence upon and abuse of drugs, including alcohol, characterized by drug tolerance or withdrawal and impairment of social or occupational role

functioning or both.

"Chiropractic Services"

Services provided by a duly-licensed Doctor of Chiropractic Medicine, including but not limited to subluxation and manipulation.

"Chronic Condition"

A health condition that is continuous or persistent over an extended period of time.

"COBRA"

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Coinsurance"

Cost-sharing arrangement in which the Member pays a specified percentage of the cost for a Covered Service.

"Community Mental Health Center"

A legal entity certified by the department of mental health or accredited by a nationally recognized organization, through which a comprehensive array of mental health services are provided to individuals.

"Complaint"

Any dissatisfaction expressed by You or Your Authorized Representative regarding a Plan issue.

"Confinement" and "Confined"

An uninterrupted stay following formal admission to a Hospital, an Alternate Facility or Skilled Nursing Facility.

"Contract Year"

The period during which the total amount of yearly benefits under Your Coverage is calculated. The Contract Year is the period of twelve (12) consecutive months commencing on the Group Effective Date and each subsequent anniversary.

"Copayment"

Cost-sharing arrangement in which a Member pays a specified dollar amount as their share of the cost for a Covered Service.

"Cosmetic Services and Surgery"

Services performed to reshape structures of the body in order to alter appearance, to alter the aging process, or when performed primarily for psychological purposes. Cosmetic Services are not needed to correct or substantially improve a bodily function.

"Coverage" or "Covered"

The entitlement by a Member to Covered Services under the SPD, subject to the terms, conditions, limitations and exclusions of the SPD, including the following conditions: (a) services must be provided when the SPD is in effect; and (b) services must be provided prior to the date that any of the termination conditions listed in this SPD occur; and (c) services must be provided only when

the recipient is a Member and meets all eligibility requirements specified in the SPD; and (d) services must be Medically Necessary.

"Covered Services"

The services or supplies provided to You for which the Plan will make payment, as described in the Agreement.

"Creditable Coverage"

Coverage of an individual through one or more of the following:

- A group health plan;
- A health maintenance organization ("HMO");
- An individual health insurance policy;
- Medicare;
- Medicaid;
- Military Health;
- A medical program of the Indian Health Service or of a Tribal Organization;
- State health pool;
- Federal Employee Health Benefit Program;
- Public health plan; or
- Peace Corps Plan.

Prior Coverage under any of the above referenced plans may be credited toward a Member's Preexisting Medical Condition waiting period under this Certificate provided there was not a lapse of Coverage of more than sixty-three (63) consecutive days. If the lapse of Coverage is more than sixty-three (63) consecutive days, credit of Coverage is lost and a Preexisting Medical Condition waiting period may be applied.

"Custodial Care"

Care is considered custodial when it is primarily for the purpose of helping the Member with Activities of Daily Living or meeting personal needs and can be provided safely and reasonably by people without professional skills or training. This term includes such other care that is provided to a Member who, in the opinion of the Medical Director, has reached his or her maximum level of recovery. This term also includes services to an institutionalized Member, who cannot reasonably be expected to live outside of an institution. Examples of Custodial Care include, but are not limited to, respite care and home care which is or which could be provided by family members or private duty caregivers.

"Customer Service"

Coventry Health Care of Kansas customer service established for the purpose of communication with the members of the Health Plan

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"Day Program Services"

A structured, intensive day or evening treatment or partial hospitalization program, certified by

the department of mental health or accredited by a nationally recognized organization.

"Deductible"

The dollar amount of medical expenses for Covered Services that You are responsible for paying annually before benefits subject to the Deductible are payable under this Agreement.

"Dental Services"

Services primarily for the prevention, diagnosis and treatment of diseases and injuries to the oral cavity, the teeth, and their surrounding structures.

"Dependent"

Any member of a Subscriber's family who meets the eligibility requirements and who is properly enrolled for Coverage under the Agreement and on whose behalf Premiums are paid by You or the Employer Group.

"Designated Transplant Network Facility"

A Hospital appointed as a Designated Transplant Network Facility by the Plan, to render Medically Necessary and medically appropriate services for Covered transplants. You may request a listing that may be amended from time to time, of Designated Transplant Network Facilities from the Customer Service Department listed in the Schedule of Important Numbers.

"Designated Transplant Network Physician"

A Physician appointed as a Designated Transplant Network Physician by the Plan, who has entered into an agreement with a Designated Transplant Network Facility to render Medically Necessary and medically appropriate services for Covered transplants.

"Diagnosis"

The classification of a recognized physical or mental illness, or chemical dependency through clinical assessment or laboratory examination.

"Durable Medical Equipment"

Medical equipment Covered under this SPD or attached Rider, which can withstand repeated use and is not disposable, is used to serve a medical purpose, is generally not useful to a person in the absence of an Illness or Injury, and is appropriate for use in the home. Medically Necessary, non-disposable accessories that are commonly associated with the use of a Covered piece of Durable Medical Equipment will be considered Durable Medical Equipment.

"Effective Date"

The date of Coverage as determined by the Employer Group and the Plan.

"Elective Abortion"

An abortion for any reason other than a spontaneous abortion or to prevent the death of the Member upon whom the abortion is performed.

"Eligible Employee"

An individual employed by the Employer Group who meets all the eligibility requirements specified in this SPD.

"Eligible Expenses"

Charges for Covered Services, incurred while the coverage is in effect.

"Emergency Medical Condition" and "Medical Emergency"

The sudden and, at the time, unexpected onset of a health condition that manifests itself by symptoms of sufficient severity that would lead a prudent layperson, possessing an average knowledge of health and medicine, to believe that immediate medical care is required, which may include, but shall not be limited to:

Placing the Member's health in significant jeopardy;
Serious impairment to a bodily function;
Serious dysfunction of any bodily organ or part;
Inadequately controlled pain; or
With respect to a pregnant woman who is having contractions:
That there is inadequate time to effect a safe transfer to another Hospital before delivery; or
That the transfer to another Hospital may pose a threat to the health or safety of the woman or unborn child.

Some examples of an Emergency Medical Condition include, but are not limited to:

Broken bone;

Chest pain;

Seizures or convulsions;

Severe or unusual bleeding;

Severe burns;

Suspected poisoning;

Trouble breathing;

Vaginal bleeding during pregnancy.

The Member may seek medical attention from a Hospital, Physician's office or some other Emergency facility.

"Emergency Services"

Generally, Eligible Expenses for Emergency Services are the charges for the services provided during the course of the Emergency, and when Medically Necessary for stabilization and initiation of treatment. The Emergency Services must be provided by or under the direction of a Physician, and are subject to the exclusions and other provisions set out in this SPD.

"Employee Enrollment/Change Form"

Your application for enrollment in the Plan.

"Experimental or Investigational"

A health product or service is deemed Experimental or Investigational if one or more of the following conditions are met:

Any drug not approved for use by the Federal Food and Drug Administration ("FDA"); any drug that is classified as an Investigational New Drug ("IND") by the FDA; any drug that is proposed for off-label prescribing. As used herein, off-label prescribing means prescribing prescription drugs for treatments other than those stated in the labeling approved by the FDA.
Off-label prescribing for the treatment of cancer is not considered Experimental or Investigational.

Any health product or service that is subject to Investigational Review Board (IRB) review or approval.

Any health product or service that is the subject of a clinical trial that meets criteria for Phase I, II or III as set forth by FDA regulations, except as specifically covered.

Any health product or service whose effectiveness is unproven or is not considered standard treatment by the medical community, based on clinical evidence reported by Peer-Reviewed Medical Literature and by generally recognized academic experts.

"FDA"

Federal Food and Drug Administration.

"Home Health Agency"

An organization that meets all of these tests: (a) its main function is to provide home health care services and supplies; (b) it is federally certified as a home health care agency; and (c) it is licensed by the state in which it is located, if licensing is required.

"Home Health Care Services"

Skilled nursing care and intermittent home health aide services provided in your home through a home health care agency, including physical therapy, speech therapy, occupational therapy, and medical supplies for the treatment of an illness or injury.

"Hospital"

An institution, operated pursuant to law, which: (a) is primarily engaged in providing services on an inpatient basis for the care and treatment of injured or sick individuals through medical, diagnostic and surgical facilities by or under the supervision of one or more Physicians; and (b) has twenty-four (24) hour nursing services on duty or on call. For the purpose of this definition, a facility that is primarily a place for rest, Custodial Care or care of the aged, a nursing home, convalescent home, or similar institution is not a Hospital.

"Illegal Act"

Any felony or misdemeanor, or any other activity that is against civil or criminal law for which

the Member was charged or arrested, unless the Member is later found not guilty by a court of law.

"Illness"

Physical ailment, disease, or pregnancy. For the purpose of this definition, the term Illness does not apply to Mental Illness or Substance Abuse.

"IND"

Investigational New Drug.

"Infertility"

Any medical condition causing the inability or diminished ability to reproduce.

"Infertility Services"

Those services including confinement, treatment or services related to the restoration of fertility or the promotion of conception.

"Injury"

Bodily damage, other than Illness, including all related conditions and recurrent symptoms.

"Inquiry"

Any question from You or Your Authorized Representative that is not a Pre-Service Appeal, a Post-Service Appeal or an Urgent Care Appeal, or Complaint.

"Institutional Review Board ("IRB")"

A university or Participating Hospital panel composed of faculty and researchers that evaluates experimental and investigational procedures.

"Late Enrollees"

Shall mean individuals who fail to enroll with the Plan for Coverage under the Agreement during the initial enrollment period when they first become eligible for Coverage as described in the Enrollment and Eligibility Section of this SPD. This term does not include individuals who enroll under a Special Enrollment Period; an employee of an employer which offers multiple health benefit plans, who elects a different health benefit plan during an open enrollment period; or a spouse or minor child who is eligible for Coverage due to a court order.

"Lifetime"

Lifetime refers to the life of the member without regard to health insurance carrier.

"Limiting Age"

The maximum age a non-Spouse Dependent can be to maintain eligibility under the terms of the Plan, and as defined in the SPD.

"Maintenance Therapy"

A treatment plan that seeks to prevent disease, promote health and prolong and enhance the quality of life, or therapy that is performed to maintain or prevent deterioration of a chronic condition.

"Maternity Services"

Includes prenatal and postnatal care, childbirth, and any complications associated with pregnancy.

"Maximum Lifetime Benefit"

The Maximum Lifetime Benefit is the maximum amount payable by the Plan per Member, if applicable, and listed in the Schedule of Benefits.

"Medical Detoxification"

Hospital inpatient or residential medical care to ameliorate acute medical conditions associated with chemical dependency.

"Medical Director"

The Physician specified by the ASP, or his or her designee, and appropriately licensed in the practice of medicine in accordance with state law, who is responsible for medical oversight programs, including but not limited to Pre-Certification programs.

"Medically Necessary/Medical Necessity"

Medically Necessary means those services, supplies, equipment and facility charges that are not expressly excluded under this Agreement and are:

Medically appropriate, so that expected health benefits (such as, but not limited to, increased life expectancy, improved functional capacity, prevention of complications, relief of pain) materially exceed the expected health risks;

Necessary to meet Your health needs, improve physiological function and required for a reason other than improving appearance;

Rendered in the most cost-efficient manner and setting appropriate for the delivery of the service;

Consistent in type, frequency and duration of treatment with scientifically-based guidelines of national medical research, professional medical specialty organizations or governmental agencies that are generally accepted as national authorities on the services, supplies, equipment or facilities for which Coverage is requested;

Consistent with the diagnosis of the condition at issue;

Required for reasons other than Your comfort or the comfort and convenience of Your Physician; and

Not Experimental or Investigational as determined by the Plan under the Plan's Experimental Procedures Determination Policy.

"Medical Necessity Appeal"

An Appeal of a determination by the Plan or its designated utilization review organization that is based in whole or in part on a medical judgment that includes an admission, availability of care, continued stay or other service which has been reviewed and, based on the information provided, does not meet the Plan's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and payment for the service is denied, reduced or terminated.

"Medicare"

Part A and Part B of the insurance program established by Title XVIII, United States Social

Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

"Member"

Any Subscriber or Dependent or Qualified Beneficiary (as that term is defined under COBRA) who enrolled for Coverage under this Agreement in accordance with its terms and conditions.

"Mental Health and Substance Abuse Designee"

The organization, entity or individual that provides or arranges Covered Mental Health and Substance Abuse services under contract to the Plan.

"Mental Illness" or "Mental Health"

Those conditions classified as "mental disorders" in the current American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders but not including mental retardation.

"NIH"

National Institutes of Health.

"Non-Participating"

A Provider who has no direct or indirect written agreement with the Plan to provide Covered Services to Members.

"Nonresidential Treatment Program"

A program certified by the department of mental health involving structured, intensive treatment in a nonresidential setting.

"Open Enrollment Period"

Annual period in which an eligible Employee and/or Dependent may enroll in coverage. Enrollment(s) made during this period are effective January 1st. Information is distributed by the Human Resources Department regarding Open Enrollment each fall.

"Orthotic Appliances"

Orthotic Appliances correct or support a defect of a body form or function.

"Out-of-Pocket Maximum"

The annual limit of a Member's payments for Covered Services, as specified in the Schedule of Benefits.

"Participating"

A Provider or Pharmacy who has a contractual arrangement with the Plan for the provision of Covered Services to the Members.

"Peer-Reviewed Medical Literature"

A scientific study published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts in two major American medical journals. Peer-Reviewed Medical Literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company, a device manufacturing company, or health vendor.

"Physician/Practitioner"

Means anyone qualified and licensed to practice medicine and surgery by the state in which services are rendered who has the Degree of Doctor of Medicine (M.D.) or Doctor of Osteopathy

(D.O.) Physician also means Doctors of Dentistry, Chiropractic and Podiatry when they are acting within the scope of their license.

"Plan"

City of Wichita Group Health Benefit Plan

"Plan Administrator"

The person, committee or entity designated under the Plan to administer the Plan.

"Plan Sponsor"

1) For the primary purpose of this document; an entity or person responsible for creating and maintaining the power of the Plan. 2) For the purpose of HIPAA; an entity entrusted with the management of property or with the power to act on behalf of and for the benefit of another. 3) ("City of Wichita")

"Post-Service Appeal"

An appeal for which an Adverse Benefit Determination has been rendered for a service that has already been provided.

"Pre-Certification"

The Plan has given approval on a Pre-Service request for payment for Covered Services to be rendered by a Participating or Non-Participating Provider or Pharmacy. Pre-Certification does not guarantee payment if You are not eligible for Covered Services at the time the service is provided.

"Prescription Drug(s)"

Any medication or drug which is provided for outpatient administration; has been approved by the Food and Drug Administration; and under federal or state law, is dispensed pursuant to a prescription order (legend drug).

"Pre-Service Appeal"

An appeal for which an Adverse Benefit Determination has been rendered for a service that has not yet been provided and requires Pre-Certification.

"Prosthetic Devices"

Prosthetic Devices aid body functioning or replace a limb or body part. Prosthetic Devices can be either internally or externally placed.

"Provider"

A Physician, Hospital, or Ancillary Provider, Pharmacy or other duly licensed professional, health care facility, or practitioner, certified or otherwise authorized to furnish health care services pursuant to the law of the jurisdiction in which care or treatment is received.

"Provider Directory"

A listing of Participating Providers. Please be aware that the information in the directory is subject to change and will be updated at least annually.

"Public Entity"

A publicly supported medical facility providing care, treatment and supplies to injured or sick individuals through a program or agency owned and operated by a state or county government. This may include but is not limited to entities such as a county hospital or county health clinic.

"Qualified Medical Child Support Order" ("QMCSO")

An issued order, judgment, decree or settlement agreement by a court of competent jurisdiction or issued through an administrative process established under State law and has the force and effect of law under applicable State law that requires a non-custodial parent to provide medical Coverage for his/her child who might not otherwise be eligible for Coverage. A qualified order includes information regarding: 1) The Member's name and address; 2) The name and last known mailing address of the alternate recipient; 3) The name of the Plan the child will be Covered by; 4) A reasonable description of the type and scope of health Coverage provided under the Plan; 5) The period of time to which the order applies; and 6) The order must be signed by the Judge, Commissioner or Magistrate.

Contact Customer Service if You would like to see a complete copy of the procedures for determining whether an order constitutes a QMCSO.

"Recognized Mental Illness(es)"

Those conditions classified as "mental disorders" in the American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders, but shall not include mental retardation.

"Reconstructive Surgery"

Surgery which is incidental to an Injury, Illness or congenital anomaly when the primary purpose is to restore normal physiological functioning of the involved part of the body. (A congenital anomaly is a defective development or formation of a part of the body, when such defect is determined by the treating Physician to have been present at the time of birth.) The definition of Reconstructive Surgery includes the following: reconstructive surgery following a mastectomy, including on the opposite breast to restore symmetry and Prosthetic Devices/implants or reduction mammoplasty; and reconstructive surgery for a Covered newborn.

"Residential Treatment Facility"

A facility licensed by the applicable state or approved by the Joint Commission on Accreditation of Health Care Organizations; such as a general community Hospital with approved mental health beds, a psychiatric Hospital, a facility for the chemically dependent, or a Community Mental Health Center.

"Residential Treatment Program"

A program certified by the department of mental health involving residential care and structured, intensive treatment.

"Retiree"

A former Eligible Employee of the City of Wichita who meets the definition of retired employees to whom the City of Wichita offers Coverage under this SPD.

"Semi-private Accommodations"

A room with two (2) or more beds in a Hospital. The difference in cost between Semi-private Accommodations and private accommodations is Covered only when private accommodations are Medically Necessary.

"Skilled Nursing Facility ("SNF")"

A facility certified by Medicare to provide inpatient skilled nursing care, rehabilitation services or other related services. The term "Skilled Nursing Facility" does not include a convalescent nursing home, rest facility, or facility for the aged that furnishes primarily Custodial Care, including training in Activities of Daily Living.

"Social Setting Detoxification"

A program in a supportive non-hospital setting designed to achieve detoxification, without the use of drugs or other medical intervention, to establish a plan of treatment and provide for medical referral when necessary.

"Special Enrollment Period"

The period after the regular Enrollment Period during which an individual is allowed to enroll for Coverage subject to the terms of SPD.

"Spouse"

A Subscriber's Spouse or eligible former Spouse as defined by applicable state law or court decree.

"Subscriber"

The Eligible Employee or Retiree who meets all the requirements as set forth in this SPD and the who has elected the Plan's Coverage for himself/herself and any eligible Dependents through submission of an Employee Enrollment/Change Form and for whom, or on whose behalf, contributions have been received by the Plan.

"Substance Abuse"

The psychological or physiological dependence upon and abuse of drugs, including alcohol, characterized by drug tolerance or withdrawal and impairment of social or occupational role functioning or both.

"Therapeutic Injections and IV Infusions"

Prescription medications given by injection or IV infusion (specifically excluding blood) by a duly-licensed Provider or injected by the Member.

"Total Disability"

Complete inability of the Member to perform all of the substantial and material duties of his or her regular occupation, or complete inability of the Member to engage in employment or occupation for which he or she is or becomes qualified by reason of education, training, or experience. For an unemployed Dependent, Total Disability means complete inability of the Member to engage in most of the normal activities of a person of like age and gender. The disability, for Subscriber or Dependent, must require regular care and attendance by a Physician who is someone other than an immediate family member.

"Urgent Care"

A condition that requires prompt medical attention due to an unexpected Illness or Injury. These conditions may also constitute Emergencies in those situations that would lead a prudent layperson, possessing an average knowledge of health and medicine, to believe immediate medical care is required.

"Urgent Care Appeal"

An Appeal for which a requested service requires Pre-Certification, an Adverse Benefit Determination has been rendered, the requested service has not been provided, and the application of non-urgent care Appeal time frames could seriously jeopardize: (a) the life or health of the Member or the Member's unborn child; or (b) the Member's ability to regain maximum function. In determining whether an Appeal involves urgent care, the Plan must apply

the judgment of a prudent layperson who possesses an average knowledge of health and medicine.

“Utilization Review”

A set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings. Techniques may include ambulatory review, prospective review, second opinion, Pre-Certification, concurrent review, case management, and discharge planning or retrospective review. Utilization review shall not include elective requests for clarification of Coverage.

“You or Your”

A Member Covered under this SPD.

USING YOUR BENEFITS

Membership Identification ("ID") Card

Every Member receives a membership ID card. Carry Your ID card with You at all times, and present it every time You request or receive services. The ID card is needed for Providers to bill the Plan for charges other than Copayments, Coinsurance, and non-Covered Services. If You do not show Your ID card, the Providers cannot identify You as a Member of the Plan, and You may receive a bill for services. If Your ID card is missing, lost, or stolen, contact the Plan's Human Resource Department at 316-268-4531 or the ASP, contact information is listed on Your ID card and in the Additional Information section following this document. If Your Dependents are Covered, You will receive an additional ID card for each Covered Dependent. Possession and use of an ID card is not an entitlement to Coverage. Coverage is subject to verification of eligibility and all the terms, conditions, limitations and exclusions set out in the Agreement.

Health Services Rendered by Participating Providers

A Member has access to the services of a Participating Provider of their choice within the Provider network when receiving In-Network Covered Services, subject to the terms, conditions, exclusions and limitations of the Agreement. Coverage for services described in this SPD and the Schedule of Benefits include services that (a) are Medically Necessary and (b) are provided by or under the direction of a Participating Provider and (c) are Pre-Certified, if required, in advance. The telephone number for Pre-Certification is listed on Your ID card and in additional information, which is attached to this SPD. Participating Providers are contractually obligated to file all claims for You.

It is the Member's responsibility to verify the participation status of Providers. A Member should not assume that a Provider, whom a Participating Provider may recommend, would always be another Participating Provider. The Member is responsible for verifying the status of the Provider by contacting the Customer Service Department of the ASP.

Coverage for services is subject to timely payment of the Premium required for Coverage under the Plan and payment of the Copayment, Coinsurance and/or Deductible specified for any service. Questions regarding Coverage for services or Provider participation status should be directed to the Plan, not the Provider.

Coverage for Services by Non-Participating Providers

A Non-Participating Provider may or may not complete and file the claim form for You. If not, You may obtain a Non-Participating claim form from the ASP's Customer Service Department within fifteen (15) days from the date the ASP receives notice of a claim from You. If a Non-Participating claim form is not provided to You within fifteen (15) days after the ASP receives notice of a claim, You shall be deemed to have complied with the requirements of the Plan as to proof of loss upon submitting written proof covering the occurrence, character, and extent of loss, within the time fixed for filing a claim.

It is your responsibility to provide any information that is necessary to make a prompt and fair evaluation of your claim. A Non-Participating Provider claim must be filed within ninety (90) days from date of service. However, failure to file the claim within the ninety (90) day period shall not invalidate or reduce the claim, if it was not reasonably possible to provide notice or proof within the ninety (90) days. A claim will not be denied based upon the Member's failure to submit a claim

within the ninety (90) day period. However, claims may not be accepted, except in the absence of legal capacity of the claimant, when proof of loss is submitted to the Plan more than fifteen (15) months from the date services were provided by the Non-Participating Provider.

Non-Participating Provider services rendered at a Participating Provider Facility

When You incur a Covered Charge by a Non-Participating Provider as a result of treatment for a sickness or injury rendered by a Participating Provider and/or Participating Provider Facility, Covered services are subject to the Participating Provider level of benefit shown on the Schedule of Benefits. Any remaining expenses charged to You due to the difference between the Non-Participating Provider's Allowable Charge and Non-Participating Provider's billed charge are reimbursed by the Plan.

Non-Participating Provider Fees

Payment for Covered Services provided by Non-Participating Providers is limited to the lesser of the billed charge or the Out-of-Network rates listed below less applicable Copayments, Coinsurance and/or Deductibles. These rates are calculated as a multiple of the Medicare fee schedule for Physicians, Hospitals, outpatient facilities, ancillary Providers and other Providers. These rates may be adjusted from time to time.

If the amount You are charged for a Covered Service is equal to or less than the Out-of-Network rate, the charge should be completely covered by Your Out of Network benefit, except for any Copayment, Coinsurance, and/or Deductible payments You must make. However, if the amount You are charged is in excess of the Out-of-Network rate for a particular Covered Service, you will be responsible for paying any amounts in excess of the rates listed below, in addition to any applicable Copayment, Coinsurance, and/or Deductible payments.

Non-Participating Physician and Other Health Care Professional Fees

The Out-of-Network rate is equivalent to 100% of the national average Medicare rate, based on the previous year Resource Based Relative Value Scale ("RBRVS") fee schedule for Physician and other health care profession services, as such services are defined in the American Medical Association's Current Procedural Terminology ("CPT") manual. For Physician and other health care profession services not valued in RBRVS, other Medicare or nationally recognized schedules will be used. For CPT codes developed after previous year, the rate will be calculated using the assigned Relative Value Units ("RVU") and the previous year Medicare conversion factor. Payment for immunizations and injectable drugs will be at 100% of the First Data Bank Average Wholesale Price ("AWP"). Payment for anesthesia services will be 200% of the previous year national average Medicare rate per 15 minute increment. Payment for Durable Medical Equipment ("DME"), prosthetics, orthotics and supplies ("DMEPOS") will be at the previous year DMEPOS ceiling limit. Payment for Laboratory services will be at the previous year Medicare Clinical Laboratory Fee Schedule. If there is no corresponding rate, as described above, for a particular service, the Plan shall provide payment at 50% of billed charges. The Plan reserves the right to apply proprietary payment guidelines, claim adjudication procedures and billing instructions in conjunction with the determination of the Out-of-Network rates.

Non Participating Facility Fees

The Out-of-Network rate is equivalent to 100% of the Medicare base rate for facility charges. Payment for inpatient services will be based on Diagnosis Related Group ("DRG") rates.

Payment for outpatient services will be based on Ambulatory Payment Classification ("APC") rates. Payment for services provided within an ambulatory surgical center will be based on Ambulatory Surgical Center ("ASC") group rates. If there is no corresponding DRG, APC or ASC rate for a particular service, the Plan shall provide payment at 50% of billed charges. The Plan reserves the right to apply proprietary payment guidelines, claim adjudication procedures and billing instructions in conjunction with the determination of the Out-of-Network rates.

Please note that Physician and Hospital charges typically are not regulated. Billed charges can vary tremendously from one provider to the next, so please make sure you are aware of the billed charge for services you want to receive from Non-Participating Providers.

Pre-Certification

Pre-Certification is required for certain Covered Services as determined by the Plan, such services include Hospital Admissions and related services, selected outpatient procedures, and all transplants. It is the Member's responsibility to verify that Pre-Certification has been obtained from the Plan prior to receiving Covered Services. A list of current Pre-Certification procedures is provided after this document. To request a copy, contact the Plan's Customer Service Department's telephone number listed on Your ID card or by visiting the Plan's website.

Any new, additional or extended services not Covered under the original Pre-Certification will be Covered only if a new Pre-Certification is obtained. All services identified in this SPD are subject to all of the terms, conditions, exclusions and limitations of the Plan, even if the Participating Provider requests the Pre-Certification on behalf of the Member.

Failure to obtain Pre-Certification may result in a reduction of benefits. Any penalty applied because of failure to Pre-Certify Covered Services does not apply to the Out-of-Pocket Maximum, the Deductible or Coinsurance amount. It is the Member's responsibility to verify that Pre-Certification has been obtained before receiving services.

It is important to note that under the terms of the Plan, Pre-Certification only determines medical necessity and appropriateness, all other terms of the Plan are then applied. If the Plan Pre-Certifies Covered Services, the Plan shall not subsequently retract the Pre-Certification after the Covered Services have been received, or reduce payment unless: (1) Such Pre-Certification is based on a material misrepresentation or omission about the Member's health condition or the cause of the health condition; or (2) the Plan terminates before the health care services are provided; or (3) the Member's Coverage under the Plan terminates before the health care services are provided.

Second Opinion Policy

A Member may seek a second medical opinion or consultation from any Provider. A Member should not assume that a Provider, whom a Participating Provider may recommend, would always be another Participating Provider. The Member will be responsible for the cost of services received from a Non-Participating Provider as outlined in the Schedule of Benefits and subject to the terms, conditions, exclusions and limitations of the SPD.

Copayments, Coinsurance and Deductibles

You are responsible for paying Copayments to Providers at the time of service. The Provider may bill You at a later time for the Coinsurance amounts that are Your responsibility under the terms of the Plan as determined by the contracted rates that have been established between the Plan and the Participating Providers or as determined by the Plan's Non-Participating Provider fee schedule when services are rendered by a Non-Participating Provider. You must meet the applicable Deductible, as described in your Schedule of Benefits, before benefits will be payable to Providers on Your behalf. Specific Copayments, Coinsurance amounts and Deductibles are listed in the

Schedule of Benefits. A Copayment is defined as a dollar amount, while Coinsurance is typically defined as a percentage of Eligible Expenses.

Deductible: A Deductible is the amount of covered expenses, which must be paid each Calendar Year by a Member before benefits will be payable to Providers on Your behalf. The individual Deductible applies separately to each Member. The family Deductible applies collectively to all Members in the same family. When 2 Members within the family have met their individual Deductibles the family Deductible is satisfied, and no further Deductible will be applied for any covered family Member during the remainder of the Calendar Year.

Out-of-Pocket Maximum: An Out-of-Pocket Maximum is the amount of covered expenses, which must be paid each Calendar Year by a Member before the payment percentage of the Plan increases. The individual Out-of-Pocket Maximum applies separately to each Member. The family Out-of-Pocket Maximum applies collectively to all Members in the same family. When 2 Members within the family have met their individual Out-of-Pocket Maximum the family Out-of-Pocket Maximum is satisfied. The Plan will pay 100% (except for Copayments and the charges excluded) for any covered family Member during the remainder of the Calendar Year.

How to Contact The Plan

Throughout this Agreement, You will find that the Plan encourages You to contact the Plan or ASP for further information. Whenever You have a question or concern regarding Covered Services or any required procedure, you may contact the ASP at the telephone number or website on the back of Your ID card or the Additional Information provided following this document.

Telephone numbers and addresses to request review of denied claims, register Complaints, place requests for Pre-Certification, and submit claims are listed in the additional information included in this SPD.

Participating Provider Hold Harmless

Participating Provider may not balance bill charges over allowed contracted amount. This provision shall not prohibit the Provider from collecting Coinsurance, Deductibles or Copayments, as specifically provided in the SPD, or fees for non-Covered Services delivered on a fee-for-service basis to You. The provider hold harmless provision shall not prohibit a Provider and You from agreeing to continue services solely at Your expense, as long as the Provider has clearly informed You that the Plan may not cover or continue to cover a specific service or services. Except as provided herein, this provision does not prohibit the Provider from pursuing any available legal remedy, including but not limited to, collecting from any insurance carrier providing Coverage to a Member.

Plan Has Authority to Grant Coverage

Only Medically Necessary services are Covered under the Agreement. The fact that a Physician or other Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for an Injury, Illness or Substance Abuse, or Mental Illness does not mean that the procedure or treatment is Covered under the Agreement. The Plan shall have the right, subject to Your rights in this SPD, to interpret the benefits of the SPD, Plan Amendments or Summary of Material Modification in making factual determinations related to the benefits, and Members; and in construing any disputed or ambiguous terms. In accordance with all applicable law, the Plan reserves the right at any time, to change, amend, interpret, modify, withdraw or add benefits to, or terminate this Plan. The Plan may, in certain circumstances, cover services that would otherwise not be Covered. The fact that the Plan does so in any particular case shall not in any way be deemed to require it to do so in other similar cases.

ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES

Subscriber Eligibility - To be eligible to be enrolled You must:

The hours per week an Employee must be regularly scheduled to work to be considered eligible for benefits are 40 hours per week.

The following categories of Employees are eligible for benefits:

- Full-time employees working 40 hours per week;
- Part-time employees hired before December 27, 1986;
- Certain contract employees;
- Management interns;
- Police and Fire Recruits;
- Retirees under 65; and
- Elected Officials

Dependent Eligibility - To be eligible to be enrolled under this Agreement as a Dependent, an individual must:

1) Be the lawful Spouse of the Subscriber or be an unmarried child of the Subscriber or the Subscriber's Spouse including:

- Children to age twenty-six (26) who are either the birth children of the Subscriber or the Subscriber's Spouse or legally adopted by or placed for adoption with the Subscriber or Subscriber's Spouse;

- Children to age twenty-six (26) for whom the Subscriber or the Subscriber's Spouse is required to provide health care Coverage pursuant to a Qualified Medical Child Support Order.

  A (QMCSO) is a medical child support order issued by a court, which has jurisdiction, under state law requiring a non-custodial parent to provide medical coverage for his or her children that specifies the individuals involved, the type of coverage to be provided and the plan that provides the coverage. The QMCSO may not require the Plan to provide any type or form of benefit, or any benefit option, not otherwise provided under the Plan, except to the extent necessary to meet the requirements of Section 1908 of the Social Security Act.

- Children to age twenty-six (26) for whom the Subscriber or the Subscriber's Spouse is the court-appointed legal guardian;

- Coverage will be extended for children age twenty-six (26) who meet the Eligibility requirements, are mentally or physically incapable of earning a living and who are chiefly dependent upon the Subscriber or the Subscriber's Spouse for support and maintenance, provided that: the onset of such incapacity occurred before age eighteen (18) proof of such incapacity is furnished to the Plan by the Subscriber upon enrollment of the Dependent child or at the onset of the

Dependent child's incapacity prior to reaching the limiting age and annually thereafter;

At any time, the Plan may require proof that a dependent qualifies or continues to qualify as a dependent as defined by this Plan.

Retirees (under age of 65)

All City of Wichita Retirees are eligible for this plan until reaching the age of 65 or becoming eligible for Medicare whichever occurs first. Retirees over the age of 65 are not eligible for City of Wichita Medical Coverage.

Retiree Coverage: Retirees and their Dependents are eligible for Coverage, so long as premiums are paid and the Retiree was enrolled for coverage at the time the Retiree's employment terminated and remained enrolled.

Spouse and Dependent Coverage: When the Retiree turns age 65, the Spouse may remain on the plan until reaching age 65 and/or Dependents may remain on the plan until reaching age of 26. Spouses who turn 65 are no longer eligible for coverage even if their spouse-retiree is younger. Refer to section on Dependent eligibility for more details.

Surviving Spouse of the Retiree: Surviving spouse of the Retiree can remain covered to age 65, so long as premiums are paid and the spouse was covered at the time of the retiree's death.

Deferred Retiree Coverage: An employee who terminates employment with the City and defers retirement can continue to be covered so long as the Retiree was enrolled for coverage at the time the employee's employment terminated, the employee remains enrolled, and the premiums are paid. <u>When an employee defers retirement and does not continue coverage, there is no coverage available for the retiree, spouse or dependents. Exercising COBRA continuation is not a continuation of the group plan and loss of COBRA does not qualify as an event to rejoin Retiree Medical group.</u>

Persons Not Eligible to Enroll

A person who fails to meet the eligibility requirements specified in this SPD shall not be eligible to enroll or continue enrollment with the Plan.

A person whose Coverage under this Agreement was terminated due to a violation of a material provision of this Agreement shall not be eligible to enroll with the Plan for Coverage under this Agreement.

Late Enrollees are not eligible to enroll except during the next Open Enrollment Period, or during a Special Enrollment Period.

Enrollment

All individuals meeting the eligibility requirements of this section may enroll with the Plan for Coverage during the Open Enrollment Period or a Special Enrollment Period.

Any new employee may enroll with the Plan for Coverage under this Agreement within thirty (30) days after becoming eligible. If the employee fails to submit an Employee Enrollment/Change Form for purposes of enrolling with the Plan for Coverage within thirty (30) days after becoming eligible, he or she is not eligible to enroll until the next Open Enrollment Period unless there is a special enrollment.

A special enrollee may enroll with the Plan for Coverage as provided below.

Eligible Employees or their Dependents who do not enroll during an initial eligibility period, or within sixty (60) days of first becoming eligible for Coverage are not eligible to enroll until the next open enrollment period, unless they are eligible to enroll as a special enrollee, as described below.

Special Enrollment

Special Enrollment Due to Loss of Other Coverage. Subject to the conditions set forth below, an Eligible Employee and his or her Dependents may enroll in the Plan if the Eligible Employee waived initial Coverage under the Plan at the time Coverage was first offered because the Eligible Employee or Dependent had other Coverage at the time Coverage under the Plan was offered and the Eligible Employee's or Dependent's other Coverage was:

- COBRA continuation Coverage that has since been exhausted; or,
- If not COBRA continuation Coverage, such other Coverage terminated due to a loss of eligibility for such Coverage or employer contributions toward the other Coverage terminated. The term "loss of eligibility for such Coverage" includes a loss of Coverage due to legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment. This term does not include loss of Coverage due to failure to timely pay required contributions or Premiums or loss of Coverage for cause (i.e., fraud or intentional misrepresentation).

Required Length of Special Enrollment**.** An employee and his or her Dependents must request special enrollment in writing no later than sixty (60) days from the date that the other Coverage was lost.

Effective Date of Coverage**.** If the employee or Dependent enrolls within the 60 day period, Coverage under the Plan will become effective the date of the event.

Enrollment Due to New Dependent Eligibility. Subject to the conditions set forth below, an Eligible Employee and his or her Dependents may enroll in the Plan if the Eligible Employee has acquired a Dependent through marriage, birth, adoption or placement for adoption.

- Non-Participating Eligible Employee. An Eligible Employee who is eligible but has not yet enrolled may enroll upon marriage or upon the birth, adoption or placement for adoption of his or her child (even if the child does not enroll).
- Non-Participating Spouse. If You are enrolled, Your Spouse may enroll at the time of marriage to You, or upon the birth, adoption or placement for adoption of his or her child (even if the new child does not enroll).
- New Dependents of Covered Employee**.** A child who becomes a Dependent of a Covered employee as a result of marriage, birth, adoption or placement for adoption may enroll at that time.
- New Dependents of non-enrolled Eligible Employee. A child who becomes a Dependent of a non-enrolled Eligible Employee as a result of marriage, birth,

adoption or placement for adoption may enroll at that time but only if the non-enrolled Eligible Employee is eligible for enrollment and enrolls at the same time.

Required Length of Special Enrollment**.** An Eligible Employee and his or her Dependents must complete special enrollment in writing no later than sixty (60) days from the date of marriage, birth, adoption or placement for adoption.

Effective Date of Coverage. Coverage shall become effective the day of the qualifying event.

Notification of Change in Status. A Covered employee must notify the Plan of any changes in status or the status of any Dependent within sixty (60) days after the date of the qualifying event. This notification must be submitted on a written Employee Enrollment/Change Form to the Plan. Events qualifying as a change in status include, but are not limited to, changes in address, employment, divorce, marriage, dependency status, Medicare eligibility or Coverage by another payer. The Plan should be notified within a reasonable time of the death of any Member.

Effective Date

During Open Enrollment Period: An Eligible Employee or Retiree, and their Eligible Dependent(s), who enroll during a Open Enrollment Period shall be Covered as of the first (1st) day of January following the date that he or she completes the application for coverage, so long as the Plan receives the employee's completed Employee Enrollment/Change Form within the Open Enrollment Period specified by the City of Wichita. Employees wishing to enroll dependents must provide appropriate documentation during the Open Enrollment Period for new coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Newly Hired Employees: A newly hired Eligible Employee, and their Eligible Dependent(s), shall be Covered upon the first (1st) day of the calendar month from the date of hire, so long as the Plan receives the employee's completed Employee Enrollment/Change Form within thirty (30) days of becoming eligible for Coverage. Employees wishing to enroll dependents must provide appropriate documentation within sixty (60) days of becoming eligible for new coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Newly Eligible Employees: An Eligible Employee, and their eligible Dependent(s), who become eligible for Coverage during the Plan year, shall be Covered as of the first (1st) day of the month following the date that he or she first becomes eligible so long as the Plan receives the employee's completed Employee Enrollment/Change Form within thirty (30) days of becoming eligible for new coverage. Employees wishing to enroll dependents must provide appropriate documentation within sixty (60) days of becoming eligible for new coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Special Enrollees: Special enrollees shall be Covered under this Agreement as provided in this Section. Employees wishing to enroll dependents must provide appropriate documentation within sixty (60) days of becoming eligible for new coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Member Effective Date for Dependents

Eligible Dependents who are special enrollees shall be Covered as stipulated in the Special Enrollment Section provided that a child born to the Subscriber or Subscriber's Spouse is automatically Covered for the treatment of Injury or Illness, including medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care, for the first thirty (30) days from the date of birth. To the extent permitted by applicable state law, additional premium shall be paid for this Coverage. For Coverage to continue beyond the first thirty (30) days, application to add the child as a Dependent must be received within sixty (60) days the date of birth. Upon notification, if additional forms are required the Member will be provided all forms and instructions necessary to enroll the newly born child and an additional ten (10) days from the date the forms and instructions are provided in which to enroll the newly born child.

An adopted child is Covered from the date of birth if a petition for adoption is filed within sixty (60) days of the birth of such child or from the date of placement for the purpose of adoption if a petition for adoption is filed within sixty (60) of placement of such child. Such Coverage shall continue until the legal adoption occurs or the date that the placement is disrupted prior to legal adoption and the child removed from placement. In this section, placement means in the physical custody by the adoptive parent.

Dependents eligible for Coverage as a result of a Qualified Medical Child Support Order ("QMCSO") shall be Covered as of the date specified in the order. If no date is specified in the order, Coverage shall be effective as of the date the order is issued by the court. In addition, a Subscriber, a state agency, or an Alternate Recipient may enroll a Dependent child pursuant to the terms of a valid QMCSO. A child who is eligible for Coverage pursuant to a QMCSO may not enroll Dependents for Coverage under the Plan.

Dependent Coverage under the Plan is subject to payment of the required contribution by the Subscriber, if any contribution is required. In the case of a child who is eligible for Coverage pursuant to a QMCSO, payment of the required contribution is to be made for such child, by the custodial parent or legal guardian of such child, or by a state agency. The Plan will notify the Employer Group of the amount of the required total Premium payable to the Plan. Upon agreement by the Plan and the Employer Group, the parties may change the required Premium contribution of Subscribers.

TERMINATION OF COVERAGE

Termination of Coverage For Members

Your Coverage shall terminate, on the last day of the month for which the required premium is paid, if any one of the following events occurs:

You no longer meet the eligibility requirements set forth in this SPD, including, without limitation, upon termination of the Subscriber from Employment; the Member entering active military service; divorce or legal separation from the Subscriber; or when a Dependent child reaches the Limiting Age.

You are retired and have reached age 65; see Retiree Coverage under Eligibility, Enrollment, and Effective Dates.

You fail to pay premiums. NOTE: In the event that the Plan has not received payment of premium at the end of the thirty-one (31) days notice period (and any grace period, if applicable), you will be retroactively terminated to the date Covered by Your last paid premium. You will be responsible for the value of services rendered during the thirty-one (31) days notice period (and any grace period, if applicable).

You participate in fraudulent or criminal behavior, including but not limited to:

Performing an act or practice that constitutes fraud or intentionally misrepresenting material facts including using Your identification card to obtain goods or services which are not prescribed or ordered for You or to which You are otherwise not legally entitled. In this instance, Coverage for the Subscriber and all Dependents will be terminated.

Allowing any other person to use Your identification card to obtain services. If a Dependent allows any other person to use his/her identification card to obtain services, the Coverage of the Dependent who allowed the misuse of the card will be terminated. If the Subscriber allows any other person to use his/her identification card to obtain services, the Coverage of the Subscriber and his/her Dependents will be terminated.

Knowingly misrepresenting or giving false information on any enrollment application form which is material to the Plan's acceptance of such application. The validity of the policy shall not be contested, except for non-payment of premiums, after the Plan has been in force for two years from the date of issue, and no initial statement made by a Member regarding insurability shall be used as a reason for disenrollment after the Plan has been in force for two years from the date of issue.

Termination of Coverage without Notice. Your Coverage shall immediately terminate if the Plan terminates.

Effect of Termination.

If a Covered Person's coverage under this Plan is terminated, all rights to receive Covered Services shall end on the last day of the pay period in which the employee terminates; or the last day of the calendar month in which contributions were made if premiums due were not made by the due date.

Identification cards are the property of the Plan and, upon request, shall be returned to the Plan Sponsor. Identification cards are for purposes of identification only and do not guarantee eligibility to receive

Covered Services.

NOTE: It is the employee's responsibility to notify the Human Resources Department in writing within 30 days when an employee or a Covered Dependent has a qualifying event occur and that employee or dependent is no longer eligible for benefits. **Any claims paid after that date must be reimbursed to the Plan**.

Certificates of Creditable Coverage.

At the time Coverage terminates, You are entitled to receive a certificate verifying the type of Coverage, the date of any waiting periods, and the date any Creditable Coverage began and ended.

Effect of "Opt Out" Provision

If an employee elects to opt out of the City of Wichita Group Health Benefit Plan because they have become eligible under another Plan, a letter of documentation depicting other coverage is in effect, is required to be provided to the Human Resources Office no later than 30 days of becoming effective for coverage.

CONTINUATION RIGHTS

Continuation of Coverage Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, Your dependent spouse, and Your dependent children could become qualified beneficiaries if coverage under the group benefits plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If You are an Employee, You will become a qualified beneficiary if You lose Your coverage under the Plan because any of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than Your gross misconduct.

If You are the spouse of an Employee, You will become a qualified beneficiary if You lose Your coverage under either plan because any of the following qualifying events happens:

- The Employee dies;
- The Employee's hours of employment are reduced;
- The Employee's employment ends for any reason other than his or her gross misconduct;
- The Employee becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from the Employee.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The Employee dies;
- The Employee's hours of employment are reduced;
- The Employee's employment ends for any reason other than his or her gross misconduct;
- The Employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or employee's becoming entitled to Medicare benefits (Part A, Part B, or both), the employer must notify the plan administrator of the qualifying event.

You Must Give Notice Of Some Qualifying Events to the Human Resources Department

For other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), You must provide notice to the City of Wichita Human Resources Department sixty (60) days after the qualifying event occurs or, if later, the date coverage would be lost as a result of the qualifying event. The notice must include all of the following: (a) the name of the plan, (b) a description of the qualifying event, (c) the date the qualifying event occurred, and (d) the name of the covered employee and all dependents. Failure to provide timely notice may affect Your right to elect continuation coverage.

How Is COBRA Coverage Provided?

Once the plan administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's entitlement to Medicare benefits (Part A, Part B, or both), divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).

Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended, both of which are described in the following two paragraphs.

Disability Extension Of 18-Month Period Of Continuation Coverage

If You or anyone in Your family covered under a plan is determined by the Social Security Administration to be disabled and You notify the plan administrator in a timely fashion, You and Your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must provide this notice to the Department of Human Resources, 455 N. Main Street, Wichita, KS 67202. The notice must be provided within 60 days of receiving the disability determination by the Social Security Administration but in no event later than the end of the first 18 months of continuation coverage. The notice also must include all of the following: (a) the name of the plan, (b) a copy of the Social Security determination, (c) a signed statement that the Social Security Administration has not made a subsequent determination to change the individual's disability status, and (d) the name of the covered employee and all dependents. Failure to provide timely notice may affect Your right to extend coverage beyond the regular 18-month period.

Second Qualifying Event Extension Of 18-Month Period Of Continuation Coverage

If Your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, Your spouse and dependent children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the plan had the first qualifying event not occurred. You must notify the plan within 60 days after the second qualifying event occurs or, if later, the date coverage would be lost as a result of the qualifying event. The notice should be sent to the Human Resources Department, 455 North Main Street; Wichita, KS 67202 and must include all of the following: (a) the name of the plan, (b) a description of the qualifying event, (c) the date the qualifying event occurred, and (d) the name of the covered employee and all dependents. Failure to provide timely notice may affect Your right to elect continuation coverage.

Continuation of Coverage Following FMLA

Once the Plan or the Plan Sponsor is notified or otherwise determines that an Employee is not returning to employment following a period of FMLA leave, the Employee may elect to continue his/her coverage under the COBRA continuation rules, as described herein. The qualifying event entitling the Qualified Beneficiaries to COBRA continuation coverage is the last day of the Employee's FMLA leave.

Cost of Continuation Coverage

Except as a higher amount is allowed when continuation coverage is extended due to disability, the Plan may require all Qualified Beneficiaries to pay a premium for continuation coverage of up to one hundred two percent (102%) of the Plan's cost for a "similarly situated" eligible covered individual.

If You Have Questions

Questions concerning Your Plan or Your COBRA continuation coverage rights should be addressed to the Human Resources Department. For more information about Your rights under COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plan, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in Your area or visit the EBSA website at www.dol.gov/ebsa. Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.

Keep Your Plan Informed Of Address Changes

In order to protect Your family's rights, You should keep the Plan informed of any changes in the addresses of family members. You should also keep a copy, for Your records, of any notices You send to the Plan Administrator.

Plan Contact Information

If You have any questions about the medical plan or COBRA continuation coverage, please contact the Human Resources Department.

IMPORTANT NOTICES

The Women's Health and Cancer Rights Notice

In accordance with the Women's Health and Cancer Rights Act of 1998 (WHCRA), the following coverage is offered to a Covered Person who elects the following services in connection with a mastectomy:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance; and
- Coverage for prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Newborns' and Mothers' Health Protection Act

Group health plans generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans may not, under federal law, require that a provider obtain authorization from the Plan or the Administrative Service Provider for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Military Leave of Absence

In the event an Employee, who is a member of the United States Armed Forces Reserves, is called to active duty he may elect to continue Plan coverage for up to 24 months, beginning on the date the employee's absence starts, as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA). The employee may be required to pay up to 102% of the full premium cost for continuation coverage, except a person on active duty for 31 days or less will not be required to pay more than the employee's share, if any, for the coverage. These rights apply only to employees and their dependents covered under the Plan before leaving for military service. If You have any questions regarding military leave of absence, continuation of coverage, the cost of continued coverage or the maximum period of such coverage, please contact the Human Resources Department. If You elect Coverage pursuant to USERRA, that Coverage will be deemed to run concurrent with Your COBRA Coverage.

If Your participation in this Plan is terminated by reason of service in the uniformed services, Your coverage will be reinstated upon re-employment without any exclusions or waiting periods that would not have applied if coverage had not been terminated. However, applicable exclusions may be imposed with respect to coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred or aggravated during service in the military.

Family and Medical Leave of Absence

The Family and Medical Leave Act (FMLA) provides unpaid leaves of absence up to 12 weeks for the

birth, adoption or foster care of a child, to care for a spouse, child or parent with a serious health condition, or for his or her own serious health condition. Health coverage benefits during Your approved leave of absence under The Family and Medical Leave Act, will continue as long as You pay any required contributions. If You choose to not return to work at the end of an approved leave for reasons other than a continued serious health condition, you will be liable for health insurance premiums paid by the City during the time of Family and Medical leave.

Under the law, employees are eligible if they have worked for a covered employer for at least 12 months, and have been in pay status for at least 1,250 hours during the previous 12 months, and if there are at least 50 employees within 75 miles.

It is the employee's responsibility to request leave under the FMLA and to comply with all requests for information, such as medical certifications, made by Your employer. When the need for leave is foreseeable, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt company operations.

If You have any questions concerning Your rights under the Family and Medical Leave Act, or Your employer's responsibilities under the Act, please contact the Human Resources Department.

Important Notice Regarding Termination of Medicaid or CHIP Coverage

Subject to the conditions set forth below, an employee who is eligible but not enrolled, or the Dependents of such Eligible Employee, if eligible but not enrolled, may enroll in this Health Plan if either of the following two conditions are satisfied.

Termination of Medicaid or CHIP Coverage. The Eligible Employee or Dependent may enroll if the Eligible Employee or Dependent is covered under a Medicaid plan under Title XIX of the Social Security Act, or under the State Children's Health Insurance Program ("SCHIP") under Title XXI of the Social Security Act, and coverage of the Eligible Employee or Dependent under either the Medicaid or SCHIP plan is terminated as a result of loss of eligibility under such plan.

Eligibility for Employment Assistance Under Medicaid or SCHIP. The Eligible Employee or Dependent may enroll if the Eligible Employee or Dependent becomes eligible for premium or other assistance with respect to coverage under this Health Plan, pursuant to a Medicaid plan or SCHIP plan (including any waiver or demonstration product conducted under or related to such Medicaid or SCHIP plan).

Required Length of Special Enrollment Notification. An Eligible Employee and/or his or her Dependents must request special enrollment in writing no later than sixty (60) days from the date of termination of the Medicaid/SCHIP eligibility or the date the Eligible Employee or Dependent is determined to be eligible for the premium assistance.

Effective Date of Coverage. Coverage shall become effective on the first day of the month following the month in which the Health Plan received the request for Special Enrollment.

Governmental Exception to Mental Health Parity

Under a Federal law known as the Health Insurance Portability and Accountability Act of 19(HIPAA), Public Law 104-191, as amended, group health plans must generally comply with the requirements listed below. However, the law also permits State and local government employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is "self-funded" by the employer, rather than provided through a health insurance policy. City of Wichita has elected to exempt City of Wichita Health Plans from the following requirements:

Parity in the application of certain limits to mental health benefits. Group health plans (of employers that employ more than 50 employees) that provide both medical and surgical benefits and mental health or substance use disorder benefits must ensure that financial requirements and treatment

limitations applicable to mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements and treatment limitations applicable to substantially all medical and surgical benefits covered by the plan.

The exemption from these Federal requirements will be in effect for the 2010 year) beginning Jan. 1, 2010 and ending Dec. 31, 2010. The election may be renewed for subsequent plan years.

HIPAA also requires the Plan to provide covered employees and dependents with a "certificate of creditable coverage" when they cease to be covered under the Plan. There is no exemption from this requirement. The certificate provides evidence that you were covered under this Plan, because if you can establish your prior coverage, you may be entitled to certain rights to reduce or eliminate a preexisting condition exclusion if you join another employer's health plan, or if you wish to purchase an individual health insurance policy. (If someone will be available to answer questions, an appropriate contact, such as a third party administrator, or personnel office may be identified).

COVERED SERVICES

The Plan covers only those services and supplies that are (1) deemed Medically Necessary as well as not considered Experimental or Investigational, (2) Pre-Certified, if Pre-Certification is required, (3) not expressly excluded in the list of Exclusions and Limitations section as set forth in this SPD, and (4) incurred while the Member is eligible for Coverage under the Plan. It is the Member's responsibility to verify whether a Covered Service requires Pre-Certification and should always reference the Schedule of Pre-Certification Requirements prior to receiving Covered Services. A Member should not assume that a Participating Provider has already accomplished the Pre-Certification.

The following section, **Covered Services**, provides the services and supplies Covered. The schedule is provided to assist You with determining the level of Coverage, limitations, and exclusions that apply for Covered Services when determined to be Medically Necessary, subject to the **Exclusions and Limitations** section set forth in this SPD. If a service is not specifically listed and not otherwise excluded, please contact the Plan to confirm whether the service is a Covered Service.

Please note that the Covered Services in the schedule below are subject to all applicable Exclusions and Limitations of this SPD.

Covered Services

Abortion is provided for Elective and non-Elective Abortions.

Allergy testing, diagnosis, treatment, allergy serum, and the administration of injections.

Ambulance (air and ground) for Emergency ambulance transportation, when transport by other means is not medically safe, by a licensed ambulance service to the nearest Hospital where Emergency services can be rendered.

Blepharoplasty when determined medically necessary subject to the Plan's guidelines and criteria.

Blood and Blood Products Processing for administration, storage, and processing of blood and blood products in connection with services Covered under the SPD.

Breast Reconstruction for breast Reconstructive Surgery and prosthesis following a Medically Necessary mastectomy resulting from diagnosed cancer. As required by the Women's Health and Cancer Rights Act ("WHCRA"), after a Covered mastectomy, benefits will be provided for augmentation and reduction of the affected breast, augmentation or reduction on the opposite breast to restore symmetry, prosthesis, and treatment of physical complications at all stages of the mastectomy, including lymphedema. This also includes nipple reconstruction.

Cardiac Rehabilitation Services, but limited to treatment for conditions that in the judgment of a Provider and the Medical Director are subject to significant improvement of Your condition.

Chemical Dependency Benefits subject to the Schedule of Benefits; for Inpatient treatment in a Hospital or Residential Treatment Facility, including the services of mental health professionals, or through a Medical or Social Setting Detoxification program; and Outpatient treatment, including service provided through a Nonresidential Treatment Program or through partial or full-Day-Program Services.

Chemotherapy for standard chemotherapy, including, but not limited to, dose-intensive chemotherapy for the treatment of breast cancer; subject to the Plan's Experimental and Investigational exclusion.

Child Health Supervision Services for the periodic review of a Dependent child's physical and emotional status by a Physician or pursuant to a Physician's supervision. A review shall include a

history, complete physical examination, development assessment, anticipatory guidance, appropriate immunizations and laboratory tests consistent with prevailing standards. Periodic reviews are Covered, at a minimum, from the date of birth through the age of twelve years at the following intervals: birth, two months, four months, six months, nine months, twelve months, eighteen months, two years, and yearly after age two.

Chiropractic Services See the Spinal Manipulations/Chiropractic Services Section.

Cochlear Implantation. Services related to cochlear implantation will be covered when evidence is adequate to conclude that cochlear implantation is reasonable and necessary for the treatment of bilateral pre-or-post linguistic sensorineural, moderate-to-profound hearing loss in covered individuals who demonstrate limited benefit from amplification. Limited benefit from amplification is defined by test scores of <40% correct in the best-aided listening condition on tape-recorded tests of open-set sentence cognition. Covered services will include surgery, the implant cost and all related testing and post-operative treatment services such as training and adjustments, subject to review for ongoing necessity. Coverage is limited to one implantation per ear, per lifetime.

Clinical Trials for those costs incurred for drugs and devices that have been approved for sale by the FDA, regardless of whether approved by the FDA for use in treating the Member's particular condition, including Coverage for Medically Necessary services needed to administer the drug or use the device under evaluation in the clinical trial.

Colorectal Cancer Screening for a colorectal cancer exam and related laboratory testing for any asymptomatic Member pursuant to the Plan's criteria, which are in accordance with the current American Cancer Society and U.S. Preventive Services Taskforce guidelines.

Contraceptive Devices for contraceptive implants, diaphragms, and IUDs (including their insertion and removal), as specifically provided in the Schedule of Benefits. Contraceptive supplies and devices obtained at a pharmacy are only covered through a pharmacy Rider.

Dental Services for the removal of tumors and cysts of the jaws, lips, cheeks, tongue, roof and floor of the mouth, and removal of bony growths of the jaw, soft and hard palate; non-surgical treatment of Myofascial Pain Syndrome (MPDS) and Temporomandibular Joint Dysfunction Syndrome (TMJ), including initial diagnostic examination and x-rays, follow-up office visits, and appliances (night guards and bite plates); acute trauma of sound, natural teeth caused directly by an accidental injury (not from biting or chewing) within a twelve (12) month consecutive time period from the date of injury; removal of bony impacted wisdom teeth; and x-rays when required in connection with Covered oral surgery.

There shall also be Coverage for the administration of general anesthesia and Hospital charges for dental care provided to the following Members:

(1) A Dependent child age of five and under;

A Member who is severely disabled; or

A Member who has a medical or behavioral condition which requires hospitalization or general anesthesia when dental care is provided.

The Coverage for the administration of general anesthesia and Hospital charges must be provided regardless of whether the dental services are provided in a Hospital, surgical center or office.

Dermatological Services for the necessary removal of a skin lesion that interferes with normal body functions or is suspected to be malignant.

Dialysis for hemodialysis and peritoneal services provided by outpatient or inpatient facilities or at home. For home dialysis, equipment, supplies, and maintenance will be a Covered Service.

Durable Medical Equipment ("DME") when determined to be necessary and reasonable for the

treatment of an illness or injury, or to improve the functioning of a malformed body member; rental or purchase at the discretion of the Plan. Upgrades to equipment are the responsibility of the Member.

Emergency Services for health services and supplies furnished or required to screen and stabilize an Emergency Medical Condition provided on an outpatient basis at either a Hospital or an Alternate Facility; You should notify Your Physician and the Plan within 48 hours of admission or the next business day or as soon as physically able. The determination of Covered Services for services rendered in an emergency facility is based on the prudent layperson standard, along with those relevant symptoms and circumstances that preceded the provision of care.

If Medically Necessary follow-up care related to the initial Emergency Medical Condition service is required, you should contact and coordinate with Your Physician.

Enteral Nutrition (tube feeding) only when the following criteria are met, not including enteral products which can be administered orally or those that can be purchased over-the-counter.

(1) The medical records indicate the Member's medical condition has existed longer than three months; and

(2) The Member's medical condition prevents food from reaching the intestines or prevents absorption of food in the intestines; and

(3) The condition requires tube feedings to provide sufficient nutrients to maintain weight and strength. Adequate nutrients must not be possible by dietary adjustment and/or oral supplements.

Eye Glasses and Corrective Lenses for the first pair of eyeglasses or corrective lenses following cataract surgery; or one pair of contact lenses or one pair of sclera shells intended for use as corneal bandages or for medically-diagnosed eye diseases approved by the Plan Medical Director.

Genetic Counseling and genetic studies only when required for diagnosis or treatment of genetic abnormalities where historical evidence suggests a potential for such abnormalities and the testing will alter the outcome of treatment.

Growth Hormone therapy for Dependent children less than 18 years of age, who meet the criteria for coverage and who have been appropriately diagnosed to have an actual growth hormone deficiency according to clinical guidelines used by the Plan.

Gynecological Examinations for well-woman examinations, including services, supplies and related tests by an obstetrician, gynecologist or obstetrician/gynecologist, in accordance with the current American Cancer Society and the U.S. Preventive Services Taskforce Guidelines.

Hearing Screenings for a hearing screening to determine hearing loss.

Home Health Care Services when all of the following requirements are met:

(1) the service is ordered by a Physician;

(2) services required are of a type which can only be performed by a licensed nurse, physical therapist, speech therapist, respiratory therapist, or occupational therapist;

(3) part-time intermittent services are required;

(4) a treatment plan has been established and periodically reviewed by the ordering Physician; and

(5) the agency rendering services is licensed by the State of location.

Hospice rendered by a Provider for treatment of a terminally ill Member when ordered by a Physician. Care through a hospice program includes supportive care involving the evaluation of the emotional, social

and environmental circumstances related to or resulting from the Illness, and guidance and assistance during the Illness for the purpose of preparing the Member and the Member's family for a terminal Illness.

Infertility for office visits, labs, sonograms, diagnostic studies and certain surgical procedures specifically surgical correction of physiological abnormalities causing infertility, which are related to diagnosing and treatment of Infertility when listed in the Schedule of Benefits. *See Prescription Drug.*

Inpatient Hospital Care including semi-private accommodations and associated professional and ancillary services. Certain services rendered during a Member's Confinement may be subject to separate benefit restrictions and/or Copayments as described in the Schedule of Benefits and Schedule of Exclusions.

Laboratory and Pathology Services

Maternity Services are treated as any other Illness; including the birth mother's delivery expenses of a Child adopted by a Member within ninety (90) days of such Child's birth, which shall be subject to the limitations and exclusions of this Agreement. Coverage includes mother and her newborn child for forty-eight (48) hours of post-natal maternity care for vaginal delivery and ninety-six (96) hours of post-natal maternity care for cesarean delivery. The Plan may authorize a shorter hospital stay if the attending provider, after consulting with the mother, approves discharging earlier than 48 hours (or 96 hours as applicable). The discharge shall be made in accordance with the most current version of the "Guidelines for Perinatal Care", or similar guidelines; and the Plan shall provide post-discharge care consisting of two visits by a registered professional nurse. The location and schedule of the post-discharge visits shall be determined by the attending physician who has approved the early discharge. Inpatient Hospital services may be subject to Member responsibility as defined in the Schedule of Benefits.

Mental Health Benefits subject to the Schedule of Benefits; for Inpatient treatment in a Hospital or Residential Treatment Facility, including the services of mental health professionals; and Outpatient treatment, including treatment through a partial or full-Day Program Services. The Plan contracts with an outside vendor to coordinate and determine Medical Necessity of the diagnosis and treatment of all biologically based Mental Illnesses, psychiatric conditions, and Substance Abuse ("Mental Health and Substance Abuse"). If You have any questions about Your Mental Health and Substance Abuse Coverage, the appropriate way to access Coverage, or to Pre-Certify care for Mental Health and Substance Abuse, you must contact the contracted vendor. The vendor's name and telephone number are listed on the back of Your ID card and on the Additional Information section following this SPD.

Newborn Care for eligible newborn children for Injury or Illness, Reconstructive Surgery for the treatment of medically diagnosed congenital defects or birth abnormalities; screening for phenylketonuria ("PKU") and such other common metabolic or genetic diseases; and newborn hearing screening examinations, any necessary re-screening, audiological assessment and any requisite follow-up.

Nutritional Counseling when provided by a registered dietician and when the Member is diagnosed with diabetes.

Oral Surgery and Diseases of the Mouth for diseases of the mouth, unless the condition is due to dental disease or of dental origin, limited to the reduction or manipulation of fractures of facial bones; excision of lesions of the mandible, mouth, lip, or tongue; incision of accessory sinuses, mouth, salivary glands, or ducts; reconstruction or repair of the mouth or lip necessary to correct anatomical functional impairment caused by congenital defect.

Orthotic Devices for the initial purchase of Orthotic Appliances following the onset or initial diagnosis of the condition for which the device is required, including splints and braces, necessary adjustments to shoes to accommodate braces. Shoe inserts and orthopedic shoes will be Covered <u>only</u> if the Member has diabetes with demonstrated peripheral neuropathy OR the insert is needed for a shoe that is part of a

brace; orthopedic shoes are limited to one pair per Calendar year.

Osteoporosis related to diagnosis, including central bone density test; medically necessary treatment and appropriate management of osteoporosis. In determining medical appropriateness, due consideration shall be given to peer-reviewed medical literature.

Outpatient Diagnostic Services and supplies for outpatient diagnostic services provided under the direction of a Provider at a Hospital or Alternate Facility; testing pregnant women and children for lead poisoning shall be covered as any other outpatient diagnostic service; and human leukocyte antigen testing, also referred to as histocompatibility locus antigen testing for A, B, and DR antigens.

Outpatient Surgery provided under the direction of a Provider at a Hospital or Alternate Facility.

Outpatient Therapy Services for short-term outpatient therapy services that are expected to result in significant functional improvement of the Member's condition or as related to a pervasive disorder, including Autistic, Rett's, Asperger's or Childhood Disintegrative Disorder; limited to physical therapy, occupational therapy, and speech therapy. Speech therapy is covered for loss or impairment of speech or hearing. The phrase "loss or impairment of speech or hearing" shall include those communicative disorders generally treated by a speech pathologist, audiologist or speech/language pathologist licensed by the state board of healing arts or certified by the American Speech-Language and Hearing Association (ASHA), or both and which fall within the scope of his/her license or certification.

PKU or any other Amino and Organic Acid Inherited Disease Formula/Food for formula and/or food used for PKU or any other amino and organic acid inherited disease that is recommended by a Provider as determined by the Plan to be Medically Necessary.

Physician Services including but not limited to, office visits, Hospital visits, consultations, and interpretation of tests.

Podiatry Services is provided for Physician visits and certain outpatient surgeries.

Preventive Services for wellness benefits including:

- Immunizations (except those required for travel or employment) as recommended by the American Academy of Pediatrics or other nationally recognized health care agency. Covered Services for routine and necessary immunizations for Dependent children from birth up to 72 months shall be provided at 100% of the allowable charge and will not be subject to any Copayment requirements. Adult immunizations are Covered as per guidelines of the Center for Disease Control and Prevention ("CDC") and the U.S. Preventive Services Taskforce Guidelines. Any office visit charges incurred, in conjunction with these immunizations will be subject to the Deductible, Copayment or Coinsurance as listed in the Schedule of Benefits;
- Well child care;
- Flu shots;
- Cholesterol screening;
- Coronary artery disease risk screening, such as routine laboratory tests, physical examination, and routine EKG;
- Blood pressure screening;
- Colorectal examinations;
- Fecal occult blood screening;
- Routine annual gynecological examination and Pap Smear;
- One (1) mammogram per Calendar Year or more frequently if ordered by a Physician; and
- Both a prostate-specific antigen blood test and a digital rectal exam for men 40 years of age or older who are symptomatic or in a high-risk category and for all men 50 years of age or older.

Prosthetic Devices for the initial purchase of Prosthetic Devices following the onset or initial diagnosis of the condition for which the device is required. For Prosthetic Device placements requiring a temporary and then a permanent placement only one (1) temporary device will be Covered. Coverage is provided for Prosthetic Devices, including but not limited to, purchase of artificial limbs, breasts, and eyes, which meet the minimum requirements or specifications which are Medically Necessary for treatment, limited to the basic functional device which will restore the lost body function or part. Coverage is provided for external Prosthetic Devices that are used in lieu of surgery for breast reconstruction due to a mastectomy.

Replacement of Prosthetic Devices, which become non-functional and non-repairable due to: (1) A change in the physiological condition of the Member; (2) Irreparable wear or deterioration from day-to-day usage over time of the device; or (3) The condition of the device requires repairs and the cost of such repairs would be greater than the cost of a replacement device.

Prosthetics will be replaced for documented growth in a Dependent child requiring replacement.

Polishing and resurfacing of eye prosthetics are Covered on a yearly basis.

Coverage for Prosthetic devices will be subject to the benefit limit as expressed in the Schedule of Benefits. Coverage for internal prosthetic devices, including but not limited to, artificial heart valves, artificial joint appliances, orthopedic implants, will not be subject to the benefit limit.

Pulmonary Rehabilitation Services, but limited to treatment for conditions that in the judgment of a Provider and the Medical Director are subject to significant improvement of Your condition through relatively short-term therapy.

Radiation Therapy for standard radiation therapy.

Radiology as determined by the Plan.

Reconstructive Surgery are limited to the surgical correction of congenital birth defects only for newly born Member, or the effects of disease or Injury, which cause anatomical functional impairment, when such surgery is reasonably expected to correct the functional impairment.

Rehabilitation Services and Supplies for short-term inpatient or outpatient rehabilitation services which are expected to result in significant functional improvement of the Member's condition. Rehabilitation services must be performed by a Provider, including a free standing rehabilitation facility.

Sleep Studies unless provided within the home and subject to the Plan's Limitations and Exclusions.

Skilled Nursing Facility Services for Confinement (on a Semi-private Accommodations basis) and medical services and supplies provided under the direction of a Provider in a Skilled Nursing Facility for the care and treatment of an Injury or Illness which cannot be safely provided in an outpatient setting, as determined by the Plan. Certain ancillary services rendered during a Member's Confinement are subject to separate benefit restrictions and/or Member responsibilities as described elsewhere in this SPD or in the Schedule of Benefits.

Spinal Manipulations / Chiropractic Services when they are delivered by a duly licensed Provider acting within the scope of his or her license:

- Initial Examinations

  Coverage includes the initial diagnosis and clinically appropriate and Medically Necessary services and supplies required to treat the diagnosed disorder. This examination is performed to determine the nature of the Member's problem. Examinations should be limited to the portion of the body in which the symptoms are being experienced. A more thorough examination of the bodily systems may be done if appropriate clinical indications are present and documented. Vital signs should be included in examinations when appropriate.

- Subsequent Office Visits

  This may include an adjustment, a brief examination and other Medically Necessary services.

- Re-examination

  This is performed to assess the need to continue, extend, or change the course of treatment. A re-evaluation may be performed during a subsequent office visit.

Sterilization (voluntary) except those services and associated expenses related to reversal of voluntary sterilization.

Therapeutic Injections and IV Infusions for Injectable and Self-Injectable medications when FDA-approved, medically appropriate subject to the Plan's formulary list and substitute Coverage by therapeutically interchangeable drugs, according to clinical guidelines used by the Plan. *See Express Script SPD.*

Transplants when approved by the Plan, performed at a Coventry Transplant Network participating facility and the recipient is a Member.

Donor screening tests are Covered and are subject to a lifetime benefit maximum of $10,000 when performed at a Coventry Transplant Network participating facility.

If not Covered by any other source, the cost of any care, including complications up to 90-days, arising from an organ donation by a non-Member when the recipient is a Member will be Covered for the duration of the Agreement of the Member when approved by the Plan.

Coverage shall include the treatment of breast cancer by autologous bone marrow transplants or stem cell transplants when performed pursuant to nationally accepted peer review protocols utilized by breast cancer treatment centers experienced in autologous bone marrow transplants or stem cell transplants.

The cost of any care, including complications, arising from an organ donation by a Member when the recipient is not a Member is excluded.

Transportation if the Member resides more than one hundred-fifty (150) miles from the transplant facility. Travel expenses may include the lodging for one family member or responsible adult. Transportation, lodging and meal costs shall not exceed a maximum benefit of $2,000 per year.

Urgent Care Services for an unexpected illness or injury that does not qualify as an Emergency Medical Condition but requires prompt medical attention. If possible, please contact Your Physician in the event Urgent Care services are/were rendered. Your Physician is available to provide guidance and direction in situations that may require Urgent Care. However, failure to notify Your Physician will not result in denial of Coverage. If Medically Necessary follow-up care related to the initial Urgent Care service is required, you should contact and coordinate with Your Physician.

Vision Services for eye examinations, other than for the purpose of refraction, when associated with a medical condition; and one (1) routine refraction service every 24 months.

EXCLUSIONS AND LIMITATIONS

The following items are excluded from Coverage:

Acupuncture Services and associated expenses that include, but are not limited to, the treatment of certain painful conditions or for anesthesia purposes are not Covered;

Allergy Services for non-Physician allergy services or associated expenses relating to an allergic condition including, but not limited to, installation of air filters, air purifiers, or air ventilation system cleaning;

Alternative Therapies including, but not limited to, aquatic, recreational, wilderness, educational, music or sleep therapies and any related diagnostic testing;

Ambulance Service for non-Emergency and non-medically appropriate ambulance services are excluded regardless of who requested the services, including ambulance transport due to the absence of other transportation for the Member;

Augmentative Communication Devices including but not limited to, those used to assist hearing impaired, or physically or developmentally disabled Members;

Autopsy services and associated expenses related to the performance of autopsies to the extent that payment for such services is, by law, Covered by any governmental agency as a primary plan;

Behavior modification;

Biofeedback;

Blood and Blood Products for the costs of whole blood and blood products replacement to a blood bank;

Blood Storage services and associated expenses related to personal blood storage, unless associated with a scheduled surgery. Additionally, fetal cord blood harvesting and storage is not a Covered service;

Braces and supports needed for athletic participation or employment;

Career, Camp, Sports, Education, Travel, Employment, Insurance, Marriage or Adoption Examinations such as physical, psychiatric or psychological examinations or testing, vaccinations, immunizations or treatments including routine immunizations for college, and services relating to judicial or administrative proceedings or orders which are conducted for purposes of medical research or to obtain or maintain a license of any type;

Conduct Disorders including but not limited to Residential Treatment Programs, inpatient and/or outpatient.

Cosmetic Services and Surgery , associated expenses, or complications resulting from Cosmetic Surgery, which alters appearance but does not restore or improve impaired physical function;

Counseling Services and treatment related to religious counseling, marital/relationship counseling, vocational or employment counseling, and sex therapy, anti-social behavior, academic or phase-of-life problems are not Covered Services;

Court-ordered services or services that are a condition of probation or parole;

Custodial Care, domiciliary care, private duty nursing, respite care or rest care. This includes care that assists Members in the Activities of Daily Living like walking, getting in and out of bed, bathing, dressing, feeding and using the toilet; preparation of special diets and supervision of medication that is usually self-administered regardless of who orders the services;

Dental Services provided by a Doctor of Dental Surgery, “D.D.S.,” a Doctor of Medical Dentistry

"D.M.D." or a Physician licensed to perform dental-related oral surgical procedures, including services for overbite or underbite, services related to surgery for cutting through the lower or upper jaw bone, and services for the diagnostic or surgical treatment of temporomandibular joint disorder ("TMJ"), whether the services are considered to be medical or dental in nature except as provided in the "Covered Services" Section of this SPD. Dental x-rays, supplies and appliances (including occlusal splints and orthodontia). Removal of dentiginous cysts, mandibular tori and odontoid cysts are excluded as they are dental in origin;

Dental Surgery and Implants for upper and lower jaw bone surgery and dental implants (including that related to the temporomandibular and craniomandibular joint). Dental implants are excluded. Removal of teeth as a complication of radionecrosis is not a Covered Service;

Durable Medical Equipment ("DME") limited to electronically controlled cooling compression therapy devices (such as polar ice packs, Ice Man Cool Therapy, or Cryo-cuff); home traction units; replacement for changes due to obesity; preventive or routine maintenance due to normal wear and tear or negligence of items owned by the Member; personal comfort items, including breast pumps, air conditioners, humidifiers and dehumidifiers, even though prescribed by a Physician, unless defined as Covered Services; and equipment or services for use in altering air quality or temperature;

Educational Services for remedial education including, but not limited to, evaluation or treatment of learning disabilities, minimal brain dysfunction, cerebral palsy, mental retardation, developmental and learning disorders unless treatment is related to pervasive disorder as provided under Covered Services and behavioral training; including, educational testing or psychological testing, unless part of a treatment program for Covered Services; and services rendered or billed by a school or halfway house;

Charges incurred before the **Effective Date** of Coverage.

Elective or Voluntary Enhancement procedures, services, and medications (growth hormone and testosterone), including, but not limited to: weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging, mental performance, salabrasion, chemosurgery, laser surgery or other skin abrasion procedures associated with the removal of scars, tattoos, or actinic changes. In addition, service performed for the treatment of acne scarring, even when the medical or surgical treatment has been provided by the Plan;

Eligible Expenses that exceed the maximum allowance or benefit limit;

Enteral Feeding Food Supplement for the cost of outpatient enteral tube feedings or formula and supplies except when used for PKU or any other amino and organic acid inherited disease is not Covered, except as defined as a Covered Service;

Exercise equipment, hot tubs and pools;

Experimental or Investigational treatment

Eye Glasses and Contact Lenses incurred in connection with the provision or fitting of eye glasses or contact lenses, except as specifically provided in the Covered Services Section;

Failure to Cancel such as charges resulting from Your failure to appropriately cancel a scheduled appointment;

Food or food supplements;

Foot Care in connection with corns, calluses, flat feet, fallen arches or chronic foot strain. Medical or surgical treatment of onychomycosis (nail fungus) is also excluded, except as specifically provided for a diabetic Member;

Growth Hormone therapy for any condition, except in Dependent children less than 18 years of age who have been appropriately diagnosed to have an actual growth hormone deficiency according to clinical

guidelines used by the Plan;

Hair analysis, wigs and hair transplants related to the analysis of hair unless used as a diagnostic tool to determine poisoning. Also excluded are hairstyling, hairpieces and hair prostheses, including those ordered by a Provider;

Home services to help meet personal, family, or domestic needs;

Health and Athletic Club Membership costs of enrollment in a health, athletic or similar club;

Hearing Services and Supplies and associated expenses for hearing aids, digital and programmable hearing devices, the examination for prescribing and fitting hearing aids, hearing therapy and any related diagnostic hearing tests;

Household Equipment and Fixtures, purchase or rental of household equipment such as, but not limited to, fitness equipment, air purifiers, central or unit air conditioners, humidifiers, dehumidifiers, water purifiers, hypo-allergenic pillows, power assist chairs, mattresses or waterbeds and electronic communication devices;

Hypnotherapy and Hypnosis;

Immunizations for travel, employment or education unless otherwise Covered under the Covered Services Section;

Infertility Treatment Services including non-diagnostic services and associated expenses for the promotion of conception including, but not limited to, artificial insemination, intracytoplasmic sperm injection ("ICSI"), in vitro or in vivo fertilization, gamete intrafallopian transfer ("GIFT") procedures, zygote intrafallopian transfer ("ZIFT") procedures, embryo transport, reversal of voluntary sterilization, surrogate parenting, selective reduction, cryo preservation, travel costs, donor eggs or semen and related costs including collection, preparation and storage, non-Medically Necessary amniocentesis, other forms of assisted reproductive technology and any Infertility treatment deemed Experimental or Investigational.

No legal obligation to pay for services related to Injuries and Illnesses for which the Plan has no legal obligation to pay (e.g., free clinics, free government programs, court-ordered care, expenses for which a voluntary contribution is requested) or for that portion of any charge which would not be made but for the availability of benefits from the Plan, or for work-related injuries and Illness. Health services and supplies furnished under or as part of a study, grant, or research program;

Maintenance Therapy once the maximum therapeutic benefit has been achieved for a given condition, ongoing Maintenance Therapy is not considered Medically Necessary;

Male Gynecomastia and associated expenses for treatment of male gynecomastia.

Massage Therapy and associated expenses related to massage therapy;

Mental Retardation services and disorders after diagnosis and relating to learning, motor skills, communication, feeding and eating in infancy and early childhood;

Military Health Services for treatment of military service-related disabilities when the Member is legally entitled to other Coverage and for which facilities are reasonably available to the Member; or those services for any otherwise Eligible Employee or Dependent who is on active military duty except as required by the Uniformed Services Employment and Reemployment Rights Act; or services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country;

Miscellaneous Service Charges such as telephone consultations, charges for failure to keep a scheduled appointment (unless the scheduled appointment was for a Mental Health service), or any late payment

charge;

Myofascial Pain and Temporomandibular Joint (TMJ) Dysfunction Syndromes surgical treatment and correction of; except as defined by covered services.

Nutritional-based Therapy except for treatment of PKU and for nutritional deficiencies due to short bowel syndrome and HIV. Oral supplements and/or enteral feedings, either by mouth or by tube, are also excluded;

Newborn home delivery and also the cost of child birth classes;

Non-Covered Services or services that are directly or indirectly a result of receiving a non-Covered Service;

Not Medically Necessary services or supplies

Obesity Services and associated expenses for procedures intended primarily for the treatment of obesity and morbid obesity including, but not limited to, gastric bypasses, gastric balloons, stomach stapling, jejunal bypasses, wiring of the jaw, removal of excess skin, including pannus, and services of a similar nature. Services and associated expenses for weight loss programs, nutritional supplements, dietary counseling, appetite suppressants, and supplies of a similar nature;

Occupational Injury and associated expenses related to the treatment of an occupational Injury or Illness for which the Member is eligible to receive treatment under any Workers' Compensation or occupational disease laws or benefit plans;

Oral Surgery Supplies required as part of an orthodontic treatment program, required for correction of an occlusal defect, encompassing orthognathic or prognathic surgical procedures, or removal of symptomatic bony impacted teeth, other than bony impacted ***wisdom*** teeth, except as provided under Covered Services;

Orthodontia and related services;

Orthotic Appliances, Repairs or Replacement changes due to obesity; routine maintenance due to normal wear and tear or negligence of items owned by the Member; foot or shoe inserts, arch supports, special orthopedic shoes, heel lifts, heel or sole wedges, heel pads, or insoles whether custom-made or prefabricated;

Services rendered **Outside the Scope of License** of a Participating or Non-Participating Provider;

Over-the-Counter ("OTC") supplies incidental to outpatient care and Urgent Care Services; ACE wraps, elastic supports, finger splints, Orthotics, and braces; also OTC products not requiring a prescription to be dispensed (e.g., cervical collars and pillows, lumbar-sacral supports, back braces, ankle supports, positioning wedges/pillows, oxygen, medicated soaps, food supplements, and bandages); unless specifically stated as Covered.

Personal comfort and convenience items or services such as television, telephone, barber or beauty service, guest service and similar incidental services and supplies;

Prescription Drugs and Medications

Private Duty Nursing services and nursing care on a full-time basis in Your home, or home health aides;

Prosthetic Devices Repairs or Replacement for any otherwise Covered device, including replacement for changes due to obesity.

Prosthetic Devices Repairs or Replacement routine maintenance due to normal wear and tear or negligence of items owned by the Member.

Private inpatient room, unless Medically Necessary or if a Semi-private room is unavailable;

Reduction or Augmentation Mammoplasty unless associated with breast reconstruction surgery following a Medically Necessary mastectomy resulting from cancer;

Relatives, services rendered by a Provider with the same legal residence as a Member, or rendered by a person who is a member of a Member's family, including Spouse, brother, sister, parent, stop-parent, child or step-child.

Reversal of Sterilization Services - Those services and associated expenses related to reversal of voluntary sterilization;

Sex Transformation Services and associated expenses for sex transformation operations regardless of any diagnosis of gender role disorientation or psychosexual orientation, including any treatment or studies related to sex transformation. Also excluded is hormonal support for sex transformation;

Sexual Dysfunction including any device, implant or self-administered prescription medication for the treatment of sexual dysfunction, including erectile dysfunction, impotence and anorgasmy;

Sleep Studies when provided within the home;

Smoking Cessation

Speech therapy or voice training when prescribed for stuttering or hoarseness;

Sports Related Services or devices used specifically as safety items or to affect performance primarily in sports-related activities, and all expenses related to physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation including braces and orthotics;

Surrogate motherhood services and supplies, including, but not limited to, all services and supplies relating to the conception and pregnancy of a Member acting as a surrogate mother;

Charges incurred after the **Termination Date** of Coverage.

Termination or Refusal of services otherwise Covered related to a specific condition when a Member has refused to comply with, or has elected to terminate the scheduled service or treatment against the advice of a Provider.

Therapeutic devices, support garments, corrective appliances, non-disposable hypodermic needles, syringes, or other devices of any kind, regardless of their intended use, unless otherwise specified Covered elsewhere;

Third Party Liability services for which a third party has liability;

Transplant Organ Removal and associated expenses for removal of an organ for the purposes of transplantation from a donor who is not a Member unless the recipient is a Member and the donor's medical Coverage excludes reimbursement for organ harvesting; Transplant services, screening tests, and any related conditions or complications related to organ donation when a Member is donating organ or tissue to a non-Member;

Transplant Services and associated expenses involving temporary or permanent mechanical or animal organs;

Travel Expenses even though prescribed by a Provider, except as specified in the Covered Services Section;

Treatment for disorders relating to delays in learning, motor skills and communication, including any therapy for developmental delay, unless treatment is related to pervasive disorder as provided under Covered Services.

Vision Aids and associated services for orthoptics or vision training, field charting, eye exercises,

blepharoplasty when for cosmetic reasons, radial keratotomy, LASIK and other refractive eye surgery, low vision aids and services or other refractive surgery;

Vocational therapy;

Health services resulting from **War or an Act of War** when the Member is outside of the continental United States;

Work hardening programs; and

Workers Compensation health services - Payment for services or supplies for an Illness or Injury eligible for, or Covered by, any Federal, State or local Government Workers' Compensation Act, occupational disease law or other legislation of similar program.

COORDINATION OF BENEFITS

Coordination With Other Plans

This coordination of benefits ("COB") provision applies when a Member has health care Coverage under more than one plan. "Plan" is defined below. The order of benefit determination rules described herein determine which plan will pay as the Primary Plan. The Primary Plan is the plan that pays first pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays after the Primary Plan and may reduce the benefits it pays so that payments from all plans do not exceed 100% of the Plan's total Allowable Expense.

COB Definitions

A "Plan" is any of the following that provides benefits or services for medical or dental care or treatment. However, if separate contracts are used to provide coordinated Coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

"Plan" includes: group insurance, closed panel or other forms of group or group-type Coverage (whether insured or uninsured); Hospital indemnity benefits in excess of $200 per day; medical care components of group long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or other governmental benefits, as permitted by law and subject to the rules on COB with Medicare set forth below.

"Plan" does not include: individual or family insurance; closed panel or other individual Coverage (except for group-type Coverage); amounts of Hospital indemnity insurance of $200 or less per day; school accident type Coverage, benefits for non-medical components of group long-term care policies; Medicare supplement policies, Medicaid policies and Coverage under other governmental Plans, unless permitted by law.

Each contract for Coverage under this Section is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

The order of benefit determination rules determine whether the Plan is a "Primary" Plan or "Secondary" Plan when compared to another plan covering You or Your Covered Dependent. When the Plan is Primary, the Plan's benefits are determined before those of any other plan and without considering any other plan's benefits. When the Plan is Secondary, the Plan's benefits are determined after those of another plan and may be reduced because of the Primary Plan's payments.

"Allowable Expense" means a health care service or expense that is Covered, at least in part by any of the plan's covering You or Your Covered Dependent. When a plan provides benefits in the form of service (for example an HMO) the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense or service that is not Covered by any of the plans is not an Allowable Expense. The following are examples of expenses or services that are not the Plan's Allowable Expenses:

1. If a Member is Confined in a private Hospital room, the difference between the cost of a Semi-private room in the Hospital and the private room, (unless the Member's stay in a private Hospital room is otherwise a Covered benefit).
2. Dental care, vision care, prescription drugs and hearing aids (whether or not any of these services are Covered).

3. If a Member is Covered by two (2) or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees.
4. The amount a benefit is reduced by the Primary Plan because a Member does not comply with the Plan provisions. Examples of these provisions are second surgical opinions, precertification of admissions, and preferred provider arrangements.
5. If a Member is Covered by one (1) Plan, which is secondary and calculates its benefits or services on the basis of usual and customary fees, and another Plan, which is primary and provides its benefits or services on the basis of negotiated fees, the lower of the two (2) plans' Allowable shall be the Allowable Expense for all Plans.

"Claim Determination Period" means a Calendar Year. However, it does not include any part of a year during which a Member has no Coverage under the Plan or before the date this COB provision or a similar provision takes effect.

"Closed Panel Plan" is a plan that provides health benefits to Covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the plan, and that limits or excludes benefits for services provided by other providers, except in cases of Emergency or referral by a panel member.

"Custodial Parent" means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one-half of the Calendar Year without regard to any temporary visitation.

"Joint Custody". If the specific terms of a court decree state that the parents shall share joint custody without stating that one (1) of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules.

Order of Benefit Determination Rules

When two (2) or more plans pay benefits, the rules for determining the order of payment are as follows:

1. The Primary Plan pays or provides its benefits as if the Secondary Plan or Plans did not exist.
2. A Plan that does not contain a COB provision that is consistent with this provision is always Primary. There is one exception: Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary Coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical Coverage's that are superimposed over base Plan Hospital and surgical benefits, and insurance type Coverage's that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
3. A plan may consider the benefits paid or provided by another plan in determining its benefits only when it is Secondary to that other plan.
4. The first of the following rules that describes which plan pays its benefits before another plan is the rule to use.
    a) Non-Dependent or Dependent. The plan that covers the Member other than as a Dependent, for example as an employee, Member, Subscriber or Retiree is Primary and the plan that covers the Member as a Dependent is Secondary. However, if the Member is a Medicare beneficiary and, as a result of federal law, Medicare is Secondary to the plan covering the Member as a Dependent; and Primary to the plan covering the Member as other than a Dependent (e.g. a retired employee); then the

order of benefits between the two plans is reversed so that the plan covering the Member as an employee, Member, Subscriber or Retiree is Secondary and the other plan is Primary.

b) Child Covered Under More Than One (1) Plan. The order of benefits when a child is Covered by more than one (1) plan is:

i. The Primary Plan is the plan of the parent whose birthday is earlier in the year if:

(a) The parents are married;

(b) The parents are not separated (whether or not they ever have been married); or

(c) A court decree awards joint custody without specifying that one (1) party has the responsibility to provide health care Coverage.

ii. If both parents have the same birthday, the plan that Covered either of the parents longer is Primary.

iii. If the specific terms of a court decree state that one (1) of the parents is responsible for the child's health care expenses or health care Coverage, and the plan of that parent has actual knowledge of those terms, that plan is Primary. This rule applies to Claim Determination Periods or plan years commencing after the plan is given notice of the court decree.

iv. If the parents are not married, or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:

(a) The plan of the Custodial Parent;

(b) The plan of the Spouse of the Custodial Parent;

(c) The plan of the non-custodial parent; and then

(d) The plan of the Spouse of the non-custodial parent.

c) Active or inactive employee. The plan that covers a Member as an employee who is neither laid off nor retired, is Primary. The same would hold true if a Member is a Dependent of a person Covered as a Retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

d) Continuation Coverage. If a Member whose Coverage is provided under a right of continuation provided by federal or state law also is Covered under another plan, the plan covering the Member as an employee, Member, Subscriber or Retiree (or as that Member's Dependent) is Primary, and the continuation Coverage is Secondary. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

e) Longer or shorter length of Coverage. The plan that Covered the Member as an employee, Member, Subscriber or Retiree longer is Primary.

f) If the preceding rules do not determine the Primary Plan, the Allowable Expenses shall be shared equally between the plans meeting the definition of plan under this regulation. In addition, the Plan will not pay more than the Plan would have paid had the Plan been Primary.

Effect On The Benefits of the Plan

When the Plan is Secondary, the Plan shall reduce the Plan's benefits so that the total benefits paid or provided by all plans during a Claim Determination Period are not more than 100% of total Allowable Expenses.

If a Member is enrolled in two (2) or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one (1) Closed Panel Plan, COB shall not apply between that plan and other Closed Panel Plans.

Coordination of Benefits with Medicare

Active Employees and Spouses Age 65 and Older

a) If an employee is eligible for Medicare and works for an Employer Group with fewer than twenty (20) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding Calendar Year, then Medicare will be the primary payer. Medicare will pay its benefits first. The Plan will pay benefits on a secondary basis.

b) If an employee works for an Employer Group with more than twenty (20) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding the Calendar Year, the Plan will be primary. However, an employee may decline Coverage under the Plan and elect Medicare as primary. In this instance, the Plan, by law, cannot pay benefits secondary to Medicare for Medicare -Covered services.

   You will continue to be Covered by the Plan as primary unless You (a) notify the Plan, in writing, that You do not want benefits under the Plan or (b) otherwise cease to be eligible for benefits under the Plan, or (c) if we determine through some other means that we are not the primary carrier.

Disability

a) If You are under age 65 and eligible for Medicare due to disability, and actively work for a Employer Group with fewer than one-hundred (100) employees, then Medicare is the primary payer. The Plan will pay benefits on a secondary basis.

b) If You are age 65 or older and actively work for an Employer Group with at least one-hundred (100) employees and You become entitled to benefits under Medicare due to disability (other than ESRD as discussed below) the Plan will be primary for You and Your eligible Dependents and Medicare will pay benefits on a secondary basis.

End Stage Renal Disease ("ESRD")

a) If You are entitled to Medicare due to End Stage Renal Disease ("ESRD"), the Plan will be primary for the first thirty (30) months. If the Plan is currently paying benefits as secondary, the Plan will remain secondary upon Your entitlement to Medicare due to ESRD.

Right to Receive and Release Needed Information

By accepting Coverage under this Agreement You agree to:

1. Provide the Plan with information about other Coverage and promptly notify the Plan of any Coverage changes;
2. Give the Plan the right to obtain information as needed from others to coordinate benefits;

Facility of Payment

A payment made under another plan may include an amount that should have been paid under the Agreement. If it does, the Plan may pay the amount to the organization that made the payment. The amount will then be treated as though it was a benefit paid under the Agreement. The Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payment made by the Plan, including the reasonable cash value of any benefits provided in the form of services, is more than it should have paid under the terms of the Agreement, the Plan may recover the excess payments from one (1) or more of:

1. The persons it has paid;
2. For whom it has paid;
3. Insurance companies;
4. Other organizations.

SUBROGATION

A Covered Person may incur medical or other expenses resulting from injuries or illness that may be caused by an act or omission which give rise to a claim against a third party or against any person or entity. Such a claim for benefits may be excluded from coverage or the benefits may coordinated with another plan under the terms of this Plan.

This Plan also does not provide benefits to the extent that there is other coverage under, including, but not limited to any liability insurance, homeowner's plan, no-fault auto coverage, uninsured or underinsured motorist or other insurance policy or funds. However, the Plan may, at its discretion, advance benefits, otherwise payable under this Plan, to or on behalf of said Covered Person only on the following terms and conditions:

In the event that benefits are advanced under this Plan, the Plan shall be subrogated to all rights of recovery that the Covered Person, his heirs, guardians, executors, agents or other representatives may have against any person or organization as a result of the loss to the extent of the benefits advanced. The Covered Person shall execute and deliver instruments and papers at the time the first claim is submitted, and do whatever else is necessary to secure the Plan's right of subrogation as a condition to receiving benefits advanced. Failure or refusal to execute and deliver instruments and papers or furnish information does not preclude the Plan from exercising its right to subrogation or obtaining full reimbursement. The Covered Person shall do nothing after loss to prejudice such rights. The Covered Person hereby agrees to cooperate with the Plan and/or any representatives of the Plan in completing such forms and in giving such information surrounding any accident as the Plan or its representatives deem necessary to fully investigate the incident.

The Plan is also granted a right of reimbursement from the proceeds of any monies recovered from any party or insurer whether by settlement, judgment, award or otherwise. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in paragraph 1, but only to the extent of the benefits advanced by the Plan.

The Plan, by advancing benefits hereunder, is hereby granted a lien on the proceeds of any settlement, judgment or other payment intended for, payable to, or received by the Covered Person or his/her representatives, and the Covered Person hereby consents to said lien and agrees to take whatever steps are necessary to help the Plan secure said lien. The Covered Person agrees that said lien shall constitute a charge upon the proceeds of any recovery and the Plan shall be entitled to assert security interest thereon. By the acceptance of benefits advanced under the Plan, the Covered Person and his/her representatives agree to hold the proceeds of any settlement in trust for the benefit of the Plan to the extent of 100% of all benefits paid on behalf of the Covered Person.

By accepting benefits hereunder, the Covered Person hereby grants a lien and assigns to the Plan an amount equal to the benefits advanced against any recovery made by or on behalf of the Covered Person. This assignment is binding on any attorney who represents the Covered Person or any insurance company or other financially responsible party against whom the Covered Person may have a claim provided said attorney, insurance carriers or others have been notified by the Plan or its agents.

The subrogation and reimbursement rights and liens apply to any recoveries made by the Covered Person as a result of the injuries sustained, including but not limited to the following:

a. Payments made directly by the third party, or any insurance company on behalf of the third party, or any other payments on behalf of the third party.

b. Any payments or settlements or judgment or arbitration awards paid by any insurance company under an uninsured or underinsured motorist coverage, whether on behalf of the Covered Person or other person.

c. Any other payments from any source designed or intended to compensate the Covered Person for injuries sustained as the result of negligence or alleged negligence of a third party.

d. Any worker's compensation award or settlement.

e. Any recovery made pursuant to no-fault insurance.

f. Any medical payments made as a result of such coverage in any automobile or homeowners insurance policy.

No adult Covered Person hereunder may assign any rights that it may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of said Covered Person without the prior express written consent of the Plan. The Plan's right to recover (whether by subrogation or reimbursement) shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.

No Covered Person shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude the benefits advanced by the Plan.

The Covered Person agrees to recognize the Plan's right to reimbursement from the first dollars recovered. The Plan has priority over any and all funds paid by any party to the Covered Person relative to the injuries, including priority over any claim for non-medical or dental charges, attorney fees, or other costs or expenses. This right shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine", or any other such doctrine purporting to defeat the Plan's recovery rights by allocating the proceeds exclusively to non-medical expense damages.

The Covered Person shall not incur any expenses on behalf of the Plan in pursuit of the Plan's rights hereunder, specifically, no court costs nor attorneys fees may be deducted from the Plan's recovery without the prior express written consent of the Plan. This right shall not be defeated by any so-called "Fund Doctrine", or "Common Fund Doctrine", or "Attorney's Fund Doctrine".

The Plan shall recover the full amount of benefits provided hereunder without regard to any claim of fault on the part of any Covered Person, whether under comparative negligence or otherwise.

The benefits under this Plain are secondary to any coverage under no-fault or similar insurance.

In the event that the Covered Person shall fail or refuse to honor his obligations hereunder, then the Plan shall be entitled to recover any costs incurred in enforcing the terms hereof including but not limited to attorney's fees, litigation, court costs, and other expenses. The Plan shall also be entitled to offset the

reimbursement obligation against any entitlement to future medical benefits hereunder until the Covered Person has fully complied with his reimbursement obligations hereunder, regardless of how those future medical benefits are incurred.

Any reference to state law in any other provision of this policy shall not be applicable to this provision. By acceptance of benefits advanced under the Plan, the Covered Person agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, the Plan shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the Plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief. The Plan Administrator retains sole and final discretion for interpreting the terms and conditions of the Plan Document.

UTILIZATION REVIEW POLICY AND PROCEDURES

Utilization Review Circumstances

Utilization review is performed under the following circumstances:

Prospective or Pre-Service Review – Conducting utilization review for the purpose of Pre-Certification is called Prospective or Pre-Service Review. Services include, but are not limited to, elective inpatient admission and outpatient surgeries that require Pre-Certification.

Concurrent Care Review – Review that occurs at the time care is rendered. When You are hospitalized or Confined to a Skilled Nursing Facility, concurrent review is conducted on site or by telephone with the utilization review department at each facility.

Retrospective or Post-Service Review – Retrospective or post-service review is utilization review that takes place for medical services that have not been Pre-Certified by the Plan, after the services have been provided.

Toll Free Telephone Number – The toll free telephone number of the utilization review department is listed in the additional information

Timing of Utilization Review Decisions

The time-frame for making utilization review decisions is as follows:

Prospective or Pre-Service Review – Two (2) business days from the date that the Plan receives all necessary information. In the event that the Plan does not receive all necessary information in fourteen (14) calendar days after the request for services, a decision will be made based on the information received. In the case of a determination to certify an admission, procedure or service, the Plan shall notify the provider rendering the service by telephone within twenty-four (24) hours of making the initial certification, and provide written or electronic confirmation of the telephone notification to the Member and the provider within two (2) working days of making the initial certification;

Concurrent Care Review – Determination regarding an extended stay or additional services will be made within one (1) business day from the date that the Plan receives all necessary information. The service shall be continued without liability to the Member until the Member has been notified of the determination. The Plan shall notify by telephone the provider rendering the service within one (1) working day of making the determination, and provide written or electronic confirmation to the Member and the provider within one working day after the telephone notification. The written notification shall include the number of extended days or next review date, the new total number of days or services approved, and the date of admission or initiation of services;

Retrospective or Post-Service Review – Thirty (30) calendar days from the date that the Plan receives the request for determination. The Plan shall provide written notice of determination to the Member within ten (10) working days of making the determination, not to exceed the thirty (30) calendar day timeframe.

In the case of an adverse determination for an initial determination and/or concurrent review determination, the Plan shall notify by telephone the provider rendering the service within twenty-four (24) hours of making the adverse determination, and provide written or electronic notification to the Member and the provider within one (1) working day of the telephone notification.

CLAIM PROCEDURES

Claim Timely Filing

If You or a covered dependent claim benefits, a proof of claim must be furnished to the benefit services manager within 12 months following the date of loss. If a written claim form is not furnished to the claims processor within 12-months, the claim may be denied or reduced. Benefits are based on the Plan's provisions at the time that the charges are incurred. Claims submitted after the 12-month period will not be considered for payment or may be reduced unless it is not reasonably possible to submit the claim in that time, such as the person is not legally capable of submitting the claim. The Administrative Services Provider will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant.

Notice of Benefit Determination

Urgent Care Claims. When the Plan receives a request for Urgent Care that is not an Emergency Service and that satisfies the requirements of the Urgent Care Claims definition, the Plan will notify the Covered Person and/or Authorized Representative of the decision by telephone within one (1) business day and in writing no later than forty-eight (48) hours after the request is received. This notification will be made whether or not there is an Adverse Benefit Determination. If there is insufficient information for the Plan to make a decision, Administrative Service Provider will notify the Covered Person and/or Authorized Representative no later than twenty-four (24) hours after receiving the request for Urgent Care. The notice will detail the information that is needed to make the decision. The Covered Person and/or Authorized Representative have forty-eight (48) hours to provide the requested information. The Plan will make the decision within forty-eight (48) hours after the earlier of:

- the receipt of the additional information; or
- the end of the forty-eight (48) hour period in which the Covered Person or Authorized Representative has to provide the information.

Pre-Service Claims. When the Plan receives a request for Pre-Certification of a hospital admission or other service that is not an Urgent Care Claim, the Plan will notify the Covered Person and/or Authorized Representative of the authorization decision, in the case of an Adverse Benefit Determination, no later than two (2) business days after the request and all necessary information are received by the Plan; and, in the case of all other requests, no later than fifteen (15) days after the request and all necessary information are received by the Plan. This notification will be made whether or not there is an Adverse Benefit Determination. If the Plan does not have all the necessary information to make the authorization decision, Administrative Service Provider will notify the Covered Person and/or Authorized Representative and explain in detail what information is required. Administrative Service Provider must receive the information requested within forty-five (45) days from the Covered Person's and/or Authorized Representative's receipt of the notice to provide the additional information.

If the Pre-Certification procedures are not followed, the Plan will notify the Covered Person and/or Authorized Representative of the failure to follow the procedures within five (5) days of the request. The notice will include the proper procedures for requesting Pre-Certification.

Post-Service Claims

The Plan will send a notice of an Adverse Benefit Determination (in an Explanation of Benefits) to the Covered Person or Authorized Representative within thirty (30) days after Administrative Service Provider receives the claim for payment. If Administrative Service Provider does not have the necessary information to make a payment determination, Administrative Service Provider will notify the Covered Person or the Authorized Representative of the need for an extension before the end of the initial thirty (30) days. The extension notice will explain in detail what information is required. The Covered Person or Authorized Representative has forty-five (45) days from the receipt of the notice to provide the requested information. The Plan has fifteen (15) days from receipt of the clarifying information or the end of the forty-five (45) day period, whichever is earlier, to make a determination.

> Ongoing Treatment. The Plan does not reduce or terminate coverage for care that is Pre-Authorized, as long as the information the Plan was provided to obtain the Pre-Certification is accurate and the Covered Person remains enrolled in the Plan. If the Plan receives a request to extend care beyond what the Plan has Pre-Authorized, the Plan will follow the Urgent Care Claims process above.

Appeal Rights

If an Urgent Care Claim, a Pre-service Claim or a Post-service Claim results in an Adverse Benefit Determination, the Covered Person or Authorized Representative may appeal the decision as described below.

Appeal Process

Throughout the procedures outlined in this Section, if the Covered Person or Authorized Representative fails to file any Appeal within the required timeframes, the Covered Person loses the right to continue the internal appeal process. At any level of appeal, the Covered Person is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the appeal.

The Covered Person has the right, but is not required, to be represented by an attorney during any stage of the inquiry or Appeal procedures. The Covered Person also has the right to request that the Plan Sponsor appoint an Administrative Services Provider staff participant without direct involvement in the case to assist the Covered Person in preparing the Appeal to present to the committee reviewing the case.

In each step of the inquiry and Appeal procedures, the Covered Person should be as specific as possible as to the remedy sought (e.g., Claim denied - remedy sought is payment).

This Plan has an Appeal process with two levels of review.

A Covered Person or Authorized Representative may file an Appeal by contacting the Customer Services Department at the address and telephone number specified in the Additional Information section following this document. Appeals will be handled by an Appeal Coordinator who may involve other staff of Administrative Service Provider or Providers. The objective is to review all the facts and to handle the Appeal as quickly and as courteously as possible. If the solution is satisfactory to both the Covered Person and the Plan, the matter ends.

First Level Appeal Process

A Covered Person or Authorized Representative has one hundred eighty (180) days after the Covered Person's receipt of the initial notice of the Adverse Benefit Determination to file an Appeal with the Plan. Requests received after such one hundred eighty (180) day period will not be eligible for the internal

Appeal process. The first level Appeal may be submitted in writing or orally. If submitted in writing, it should be sent to Administrative Service Provider at the address above, Attention: Appeal Process.

Each first level Appeal review includes an investigation of the Appeal and a review by an initial review committee. The committee consists of one or more employees of Administrative Service Provider who were not involved in the event that caused the Appeal. The Covered Person or Authorized Representative may submit written data or other information for the committee to review.

The Appeal review will be completed and written notification of the decision will be sent to the Covered Person or Authorized Representative within the following time periods:

- Pre-service Appeal – fifteen (15) calendar days after the date on which the Appeal is filed.
- Post-service Appeal – thirty (30) calendar days after the date on which the Appeal is filed.

The written notification will include the basis for the decision and the procedure to request a second level review.

Second Level Appeal Process

A Covered Person has thirty-one (31) days from receipt of the notice of the review committee's decision to appeal the decision to the Administrative Service Provider. The Covered Person must submit the appeal in writing to the Administrative Service Provider at the address listed in the Additional Information page following this document.

An appeal of the review Committee's decision must include all of the following:

- Covered Person's name, address and telephone number;
- Covered Person's Plan identification number;
- Identification of the Plan;
- A brief description of the Appeal; and
- A copy of the decision letter from the review committee.

Urgent Care Appeal Process.

A Covered Person or Authorized Representative may request an expedited review of an Urgent Care Claim by providing the Plan Sponsor's designee with clinical rationale and facts to support the request. The Urgent Care Appeal hearing will be held within forty-eight (48) hours of the filing of the Urgent Care Appeal and the review will be completed and written notification of the Plan Sponsor designee's decision will be sent to the Covered Person and/or Authorized Representative within seventy-two (72) hours of the filing of the Urgent Care Appeal. A Covered Person is not entitled to further appeal under the Plan's appeal processes after the Plan Sponsor designee's final decision regarding payment for a service that is the subject of an Urgent Care Claim.

Compliance with Regulations This Plan is a non-ERISA plan. All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents. All decisions of the Plan will be deemed final and binding.

Authorized Representative A person who is chosen by and identified to assist or authorized to represent the covered person, including a family member, provider, employer representative or attorney. An

assignment of benefits by a covered person to a health care provider does not constitute designation of an authorized representative.

Other Important Claims Information If You or Your representative fail to file a request for review in accordance with the claims procedures as described above, You or Your representative will have no right to review and You or Your representative will have no right to bring an action in any court. The denial of Your claim will become final and binding.

Right to Receive and Release Needed Information Certain facts are needed to adjudicate claims in accordance with the provisions set forth in the Plan. The Plan has the right to decide which facts are required and may obtain the needed facts from or provide them to any other organization or persons. Each person claiming benefits under this Plan must provide any information required to pay the claim.

HIPAA PRIVACY

This section fulfills the requirements of Section 164.504(f) of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. parts 160 through 164 (the regulations referred to herein as the "HIPAA Privacy Rule" and Section 164.504 (f) is referred to as the "504" provisions) by establishing the extent to which the Plan Sponsor will receive, use and/or disclose Protected Health Information (PHI).

Plan's Designation of Person/Entity to Act on its Behalf

The Plan has determined that it is a group health plan within the meaning of the HIPAA Privacy Rule, and the Plan designates the Human Resources Department to take all actions required to be taken by the Plan in connection with the HIPAA Privacy Rule (e.g. entering into business associate contracts; accepting certification from the Plan Sponsor).

Definitions

All terms defined in the HIPAA Privacy Rule, shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth herein.

Plan means City of Wichita Group Health Benefits Plan.

Plan Documents mean the Plan's governing documents and instruments (i.e. the documents under which the Plan was established and is maintained), including but not limited to the City of Wichita Group Benefit Plan Document.

Plan Sponsor means entity or person entrusted with the management of property or with the power to act on behalf of and for the benefit of another.

The Plan's disclosure of PHI to the Plan Sponsor – Required Certification of Compliance by Plan Sponsor

Except as provided below with respect to the Plan's disclosure of summary health information, the Plan will (a) disclose PHI to the Plan Sponsor or (b) provide for or permit the disclosure of PHI to the Plan Sponsor with respect to the Plan, only if the Plan has received a certification (signed on behalf of the Plan Sponsor) that:

The Plan Documents establish the permitted and required uses and disclosures of such information by the Plan Sponsor, consistent with the "504" provisions;

The Plan Documents have incorporated the Plan provisions set forth in this Section; and

The Plan Sponsor agrees to comply with the Plan provisions as modified in this Section.

Permitted disclosure of individuals PHI to the Plan Sponsor

- The Plan (and any business associate acting on behalf of the Plan) will disclose individuals' PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out plan administration functions. Such disclosure will be consistent with the provisions of this Agreement.
- All disclosures of the PHI of the Plan's individuals by the Plan's business associate to the Plan Sponsor will comply with the restrictions and requirements set forth in this section and in the "504" provisions.
- The Plan (and any business associate acting on behalf of the Plan), may not disclose and may not permit disclosure of individuals' PHI to the Plan Sponsor for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

- The Plan Sponsor will not use or further disclose individuals' PHI other than as described in the Plan Documents and permitted by the "504" provisions.
- The Plan Sponsor will ensure that any agent(s), including a subcontractor, to whom it provides individuals' PHI received from the Plan agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI.
- The Plan Sponsor will not use or disclose individuals' PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- The Plan Sponsor will report to the Plan any use or disclosure of PHI that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, of which the Plan Sponsor becomes aware.

Disclosures of individuals' PHI – Disclosure by the Plan Sponsor

- The Plan Sponsor will make the PHI of the individual who is the subject of the PHI available to such individual in accordance with 45 C.F.R. Section 164.524.
- The Plan Sponsor will make individuals' PHI available for amendment and incorporate any amendments to individuals' PHI in accordance with 45 C.F.R. Section 164.526.
- The Plan Sponsor will make and maintain an accounting so that it can make available those disclosures of individuals' PHI that it must account for in accordance with 45 C.F.R. Section 164.528.
- The Plan Sponsor will make its internal practices, books and records relating to the use and disclosure of individuals' PHI received from the Plan available to the U.S. Department of Health and Human Services for purposes of determining compliance by the Plan with the HIPAA Privacy Rule.
- The Plan Sponsor will, if feasible, return or destroy all individuals' PHI received from the Plan that the Plan Sponsor still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Plan Sponsor will not retain copies of such PHI after such information is no longer needed for the purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- The Plan Sponsor will ensure that the required adequate separation between the Plan and the Plan Sponsor is established and maintained.

Disclosures of Summary Health Information and Enrollment and Disenrollment Information to the Plan Sponsor

The Plan may disclose summary health information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions, if the Plan Sponsor requests the summary health information for the purpose of:

- Obtaining premium bids from health plans for providing health insurance coverage under the Plan; or
- Modifying, amending, or terminating the Plan.

The Plan may disclose enrollment and disenrollment information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions.

Required separation between the Plan and the Plan Sponsor

- In accordance with the "504' provisions, this section describes the employees or classes of employees or workforce members under the control of the Plan Sponsor who may be given access to individuals' PHI received from the Plan.

  Benefits Coordinator, Human Resources Department

- The above list reflects the employees, classes of employees, or other workforce members of the Plan Sponsor who receive individuals' PHI relating to payment under, health care operations of, or other matters pertaining to plan administration functions that the Plan Sponsor provides for the Plan. These individuals will have access to individuals' PHI solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Plan Sponsor) for any use or disclosure of individuals; PHI in violation of, or noncompliance with, the provisions of this document.
- The Plan Sponsor will promptly report any such breach, violation, or noncompliance to the Plan and will cooperate with the Plan to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.

GENERAL PROVISIONS

No Contract of Employment
The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between You and the City of Wichita to the effect that You will be employed for any specific period of time.

Applicability
The provisions of this document shall apply equally to the Covered Employee and Dependents and all benefits and privileges made available to Covered Employee shall be available to Covered Employee's Dependents.

Exhaustion of Administrative Remedies
A Covered Person may not bring a cause of action hereunder in a court or other governmental tribunal unless and until all administrative remedies set forth in this document have first been exhausted.

Nontransferable
No person other than a Covered Person is entitled to receive health care service coverage or other benefits to be furnished by Plan. Such right to health care service coverage or other benefits is not transferable.

Reservations and Alternatives
Plan and Administrative Service Provider reserve the right to contract with other corporations, associations, partnerships, or individuals for the furnishing and rendering of any of the services or benefits described herein.

Severability
In the event that any provision of this document is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision shall not affect the remainder of this document, which shall continue in full force and effect in accordance with its remaining terms.

Waiver
The failure of Administrative Service Provider, the Plan Sponsor, or a Covered Person to enforce any provision of this document shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of this document shall not be deemed or construed to be a waiver of such default.

Plan Administration
The administration of the Plan is under the supervision of the Plan Administrator. The principal duty of the Plan Administrator is to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, and authorizing benefit payments and gathering information necessary for administering the Plan. The Plan Administrator may delegate any of these administrative duties among one or more persons or entities, provided that such delegation is in writing, expressly identifies the delegate(s) and expressly describes the nature and scope of the delegated responsibility.

The Plan Administrator has the discretionary authority to interpret the Plan in order to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan has delegated its discretionary authority as indicated under Power and Authority of Administrative Service Provider. The

Plan may also delegate its discretionary authority.

The Plan Sponsor will bear its incidental costs of administering the Plan.

Power and Authority of Administrative Service Provider

The Administrative Service Provider is responsible for (1) determination of the amount of any benefits payable under the Plan, and (2) prescribing claims procedures to be followed and the claim forms to be used. The adjudication of covered services, claims, and appeals has been delegated to Coventry Health Care of Kansas, Inc., the Administrative Services Provider. The Plan Administrator is ultimately responsible for providing Plan benefits and interpreting all Plan provisions, other than those benefits services identified in (1) and (2).

Questions

If a Covered Person has any general questions regarding the Plan, please contact the Human Resources Department.

Amendment or Termination

Plan Sponsor has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument duly adopted by the Plan Sponsor or any of its delegates. No change in this document shall be valid unless approved by an officer of Plan Sponsor, and evidenced by endorsement on this document and/or by amendment to this document. Such amendment will be incorporated into this document.

SIGNATURE PAGE

This Summary Plan Description was prepared on behalf of the Plan Sponsor of the City of Wichita Group Health Benefit Plan and is hereby accepted in its entirety.

IN WITNESS WHEREOF, this instrument is executed for the City of Wichita on or as of the day and year first below written

Accepted by:

Approved via Amendment

Carl Brewer, Mayor, City of Wichita Date

Approved via Amendment

ATTEST: Karen Sublett, City Clerk Date

Approved via Amendment

Approved to Form: Gary E. Rebenstorf, Director of Law Date

ADDITIONAL INFORMATION

The information attached herein to this Section is not provided through the self-funded City of Wichita Group Benefit Plan, but has been included within this document as a convenience to the Member. This information is subject to change with out notice or Amendment.

Important Telephone Numbers and Addresses

HIPAA Privacy Officer Kathleen Harris, Benefits Coordinator Department of Human Resources City of Wichita 455 N. Main Street, Wichita, KS 67202 (316) 268-4531	**COBRA Administrator** Beyond Benefits, Inc. 840 Crescent Centre Drive, Suite 400 Franklin, TN 37067 (888) 999-9523
Customer Service / Claims/Utilization Coventry Health Care of Kansas Customer Service PO Box 7109 London, KY 40742 (866) 611-7337 (866) 285-1864 TDD http://www.chckansas.com/	**Pre-Certification** Coventry Health Care of Kansas Customer Service PO Box 7109 London, KY 40742 (866) 611-7337 (866) 285-1864 TDD
Appeals and Grievance Coventry Health Care of Kansas Attn: Appeals Department 8320 Ward Parkway Kansas City, MO 64114	**Mental Health & Chemical Dependency Vendor** **MH Net Behavioral Health** PO Box 209010 Austin, TX 78720 (866) 607-5970
Vision Service Plan Insurance Company 3333 Quality Drive Rancho Cordova, CA 95670 (800) 877-7195	

Authorization and Precertification List

Certain services or procedures require authorization or precertification prior to services being performed. The following services or procedures require prior authorization or precertification. If you have any questions, you may contact Coventry's Customer Service department for assistance.

Listed here are procedures that require pre-certification prior to services being performed. Please call 816-460-4670, or toll-free at 877-837-8914 with any questions.

NOTE: ***Outpatient surgical procedures for hospital or free-standing ambulatory surgery centers do not require pre-certification.*** *Benefit limitations for cosmetic, dental and infertility still apply.* ***If you have questions about benefits please call the customer service phone number on the back of the member's card.***

- Inpatient Hospital Admissions /Observation stays/ Skilled nursing admissions
- Home health care
- Hospice
- Hyperbaric services
- Implantable pain and insulin pumps, spinal stimulators and trials
- Rehabilitation, full- or partial-day and inpatient
- Short term rehabilitation, including cardiac and pulmonary
- Transplants
- Durable medical equipment over $1000
- Genetic testing / counseling
- Injectable medications / infusions
- Neuropsych testing
- Specialty lab tests for disease markers
- Imaging - PET or PET/CT fusion scans; CTA
- Orthotics and prosthetics
- Speech therapy
- Pain management (all services beyond initial evaluation)
- Sleep Studies
- Nuclear cardiology in outpatient hospital setting CPT codes billed with A9500 or A9505
- Sclerotherapy

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: ZON2010-00026 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located north and east of the intersection of North Hoover Road and West Robinson Street. (District VI)

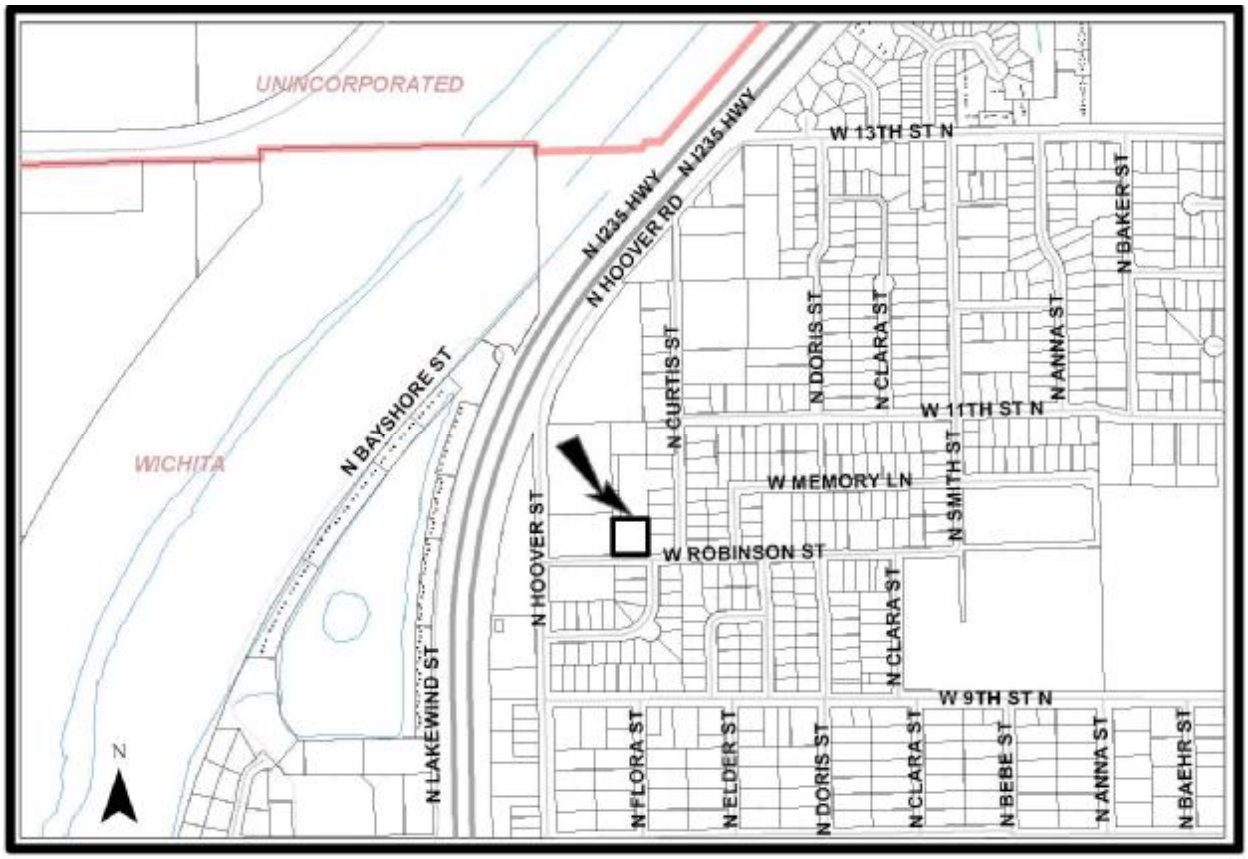
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

DAB VI Recommendation: Denial, (vote 3-2).

MAPC Recommendation: Approve, (vote 11-1); subject to the applicant submitting a "no protest" petition regarding the future paving of West Robinson Street.

MAPD Staff Recommendation: Approve.



Background: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.70-acre platted vacant lot, currently zoned SF-5 Single-family residential ("SF-5"), located northeast of the intersection of North Hoover Street and West Robinson Street. The applicant proposes to develop the site for duplex uses. The *Unified Zoning Code* (UZC) defines a duplex as a lot used for "…two principal dwelling units within a single building." The code permits building heights up to 35 feet in TF-3, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing single lot would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however, it is possible to replat or lot split the existing 0.70-acre lot into smaller lots that could allow more than one structure. Even as currently zoned, the lot could be lot split into more than one single-family lot.

Property immediately surrounding the site to the north, south and east is zoned SF-5 and developed with single-family residences. The SF-5 zoned property to the west is currently undeveloped. Five hundred feet north of the subject site is a church, zoned SF-5. Six hundred feet to the south is property zoned MF-29 Multi-family Residential ("MF-29"), currently developed with duplexes. The nearest TF-3 zoned property to the subject site is located approximately 1,000 feet to the southeast. That property consists of two lots which are zoned TF-3 and both are developed with duplexes.

Analysis: At the DAB VI meeting held August 3, 2010, the DAB voted (3-2) to recommend denial of the request for TF-3 zoning. The major issues identified by DAB members were the unpaved road fronting the subject site, increased residential density caused by the project and if the applicant had considered single-family development instead of duplex development. One resident spoke in opposition of the application stating that there were already too many rentals in the area; there will be traffic problems because of the dirt roads; more trash and junk will be dumped in the area; the development will disrupt a bus stop and the properties that the applicant currently has are currently not maintained.

At the MAPC meeting held August 5, 2010, the MAPC voted (11-1) to recommend approval of the request for TF-3 zoning with the added provision that the applicant submit a "no protest" petition regarding the future paving of West Robinson Street. The commissioners' main concern was in regards to the unpaved condition of Robinson Street. Two residents spoke in opposition of the case stating the same concerns that were discussed at the DAB meeting.

During the subsequent two-week protest period following the MAPC meeting, staff received protests within the 200-foot protest area. These protests equal 59.55% of the total land area, which triggers a ¾ majority vote by the City Council to override neighborhood protest.

The case was previously heard during the September 14, 2010 Wichita City Council meeting. The action of the City Council was to defer the application so that staff could work with the applicant to identify the number of duplexes needed by the applicant to make the project economically effective. The applicant indicated to staff he could not limit the site to one duplex containing two units. The site is about three-quarters of an acre in size, and the lowest number of duplexes that the applicant could agree to would be two duplexes containing a total of four units. The applicant also noted that he did agree to a "no-protest" petition, in regards to the future paving of West Robinson Street, as a condition of approval during the MAPC meeting.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

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

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the submission of a no protest petition for paving, withhold publication of the ordinance until the no protest petition has been submitted and authorize the Mayor to sign the ordinance (requires a three-fourths majority vote); or
2. Adopt the findings of the MAPC, approve the zone change subject to the submission of a no protest petition for paving and to a Protective Overlay limiting the development to no more than two duplexes or four units, withhold publication of the ordinance until the no protest petition has been submitted and authorize the Mayor to sign the ordinance (requires a three-fourths majority vote); or
3. Override the recommendation of the MAPC and deny the zone change (requires a two-thirds majority vote); or
4. Return the application to the MAPC for reconsideration (simple majority).

Attachments:

- Ordinance
- Protest Map
- Opposition Letter
- MAPC Minutes
- DAB VI Memo

ORDINANCE NO. 48-852 WP

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

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

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

Case No. ZON2010-00026

Zone change request from SF-5 Single-family Residential ("SF-5") to TF-3 Two-family Residential ("TF-3"), subject to the submission of a no protest paving petition on properties described as:

The East half of Lot 12, except the South 173 feet of the East 135 feet and except the North 132 feet, R.A. Morris Tracts, Wichita, Sedgwick County, Kansas; generally located north and east of the intersection of North Hoover Road and West Robinson Street.

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

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

ADOPTED this 19th day of October, 2010.

ATTEST:

_____ _____

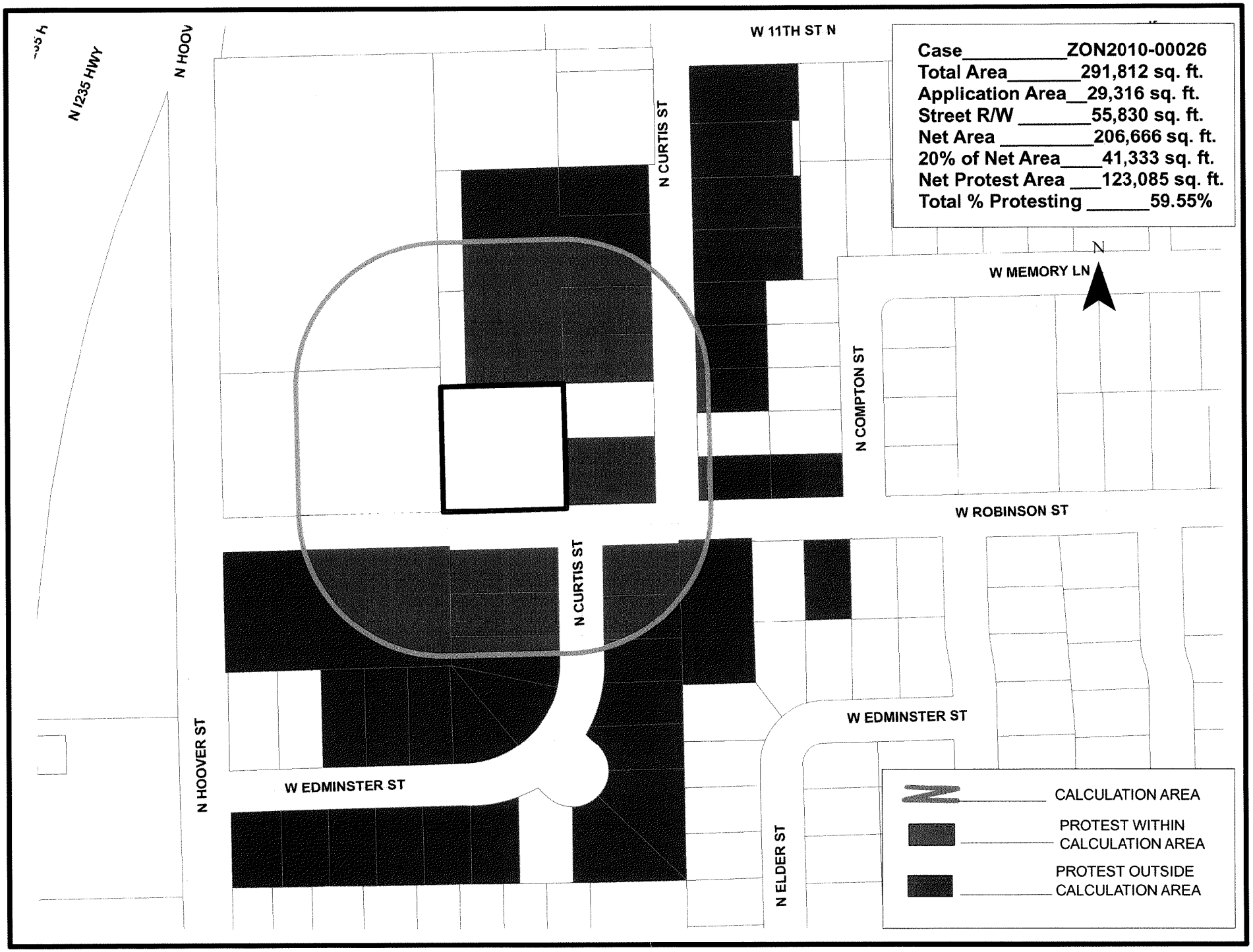
Karen Sublett, City Clerk Carl Brewer, Mayor

(SEAL)

Approved as to form:

_____

Gary E. Rebenstorf, Director of Law


Case ZON2010-00026
Total Area 291,812 sq. ft.
Application Area 29,316 sq. ft.
Street R/W 55,830 sq. ft.
Net Area 206,666 sq. ft.
20% of Net Area 41,333 sq. ft.
Net Protest Area 123,085 sq. ft.
Total % Protesting 59.55%
N
W 11TH ST N
N I235 HWY
N HOOV
N CURTIS ST
W MEMORY LN
N COMPTON ST
W ROBINSON ST
N CURTIS ST
W EDMINSTER ST
N HOOVER ST
W EDMINSTER ST
N ELDER ST
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

8-12-10

Dear Wichita City Planning Department

My name is Brian D. Kelly and I live at 5415 Edminster here in Wichita, I recently went before the Metropolitan Area Planning Commission on a zoning change issue number 2010-00026 MR. Derrick K. Slocum was to provide detailed maps ov the area showing the petitions in the area and the ones within a 200 ft. radius of the property, I had maps to show at the meeting as well as all petitions collected by each and every tax paying citizen in which you sent this letter to who strongly rejected this change this is why I went before the commission in the first place but they didn't show any of this evidence at this meeting as well as the other 1500 home owners that I represent from Orchard Park Neighborhood Association. I have to look these people in the eye and try to explain something that is so illogical how everyone around a site can be against a zoning change but a panel of people whom it doesn't affect leave a devastating mark on a neighborhood. There have been studies that show how property values drop when duplexes are integrated in with single family homes, just look at the properties behind the YMCA on West Central and you'll see what I am talking about, there is a place for duplexes but its not in with single family homes sorry, they should leave this sf-5 and build a couple of homes there we would welcome that. Thanks for your time.

Sincerely Brian D. Kelly (316-943-0771) bdkelly@cox.net

8-12-10

RECEIVED
AUG 16 2010
METROPOLITAN PLANNING
SITE ☐ _____

8-5-10 MAPC HAND OUT ITEM 7

8/4/10

TO: Wichita M.A.P.C.

RE: Zoning Change,

CASE NO. ZON 2010-00026

Mr. Tim McCloud
1055 N Curtis St
Wichita, KS 67212

I have lived at Curtis & Robinson for about 5 years. Orchard Park is a nice middle Class neighborhood where most People Work everyday as I do. These are all Single family homes and have been since at latest the 1985. There is absolutely NO good Reason to allow a "DEVELOPER" to have a Zoning Change to allow Junky Duplexes like the ones on the West Side of Hoover!! Which he Built in 2009. This would greatly DE-VALUE my Property and all Property in Orchard Park! In fact it would be a Blight on all of West Wichita and unsightly from the Highway!

Mr. Brian Kelly is here to Convey not only My Views & Convictions But those ~~So~~ Shared By the large Majority of ORCHARD PARK Residents!!

PLEASE NO ZONING Change!! :)

Sincerely

Timothy McCloud

EXCERPT OF THE AUGUST 5, 2010 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2010-26 - Roger Frank (Owner), Jeffery Niedens (Applicant) request a City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as;

The East half of Lot 12, except the South 173 feet of the East 135 feet and except the North 132 feet, R.A. Morris Tracts, Sedgwick County, Kansas, generally located north and east of the intersection of N. Hoover Road and W. Robinson Street.

BACKGROUND: The applicant is seeking TF-3 Two-family Residential ("TF-3") zoning for a 0.70-acre platted vacant lot, currently zoned SF-5 Single-family residential ("SF-5"), located northeast of the intersection of North Hoover Street and West Robinson Street. The applicant proposes to develop the site for duplex uses. The *Unified Zoning Code* (UZC) defines a duplex as a lot used for "...two principal dwelling units within a single building." The code permits building heights up to 35 feet in TF-3, which is the same maximum height allowed in the SF-5 district. If the request were to be approved, the existing single lot would allow only one duplex structure with two living units or one single-family structure (permitted by right as TF-3 residential uses); however it is possible to replat or lot split the existing 0.70-acre lot into smaller lots that could allow more than one structure. Even as currently zoned the lot could be lot split into more than one single-family lot.

Property immediately surrounding the site to the north, south and east is zoned SF-5, and developed with single-family residences. The SF-5 zoned property to the west is currently undeveloped. Five-hundred feet north of the subject site is a church, zoned SF-5. Six-hundred feet to the south is property zoned MF-29 Multi-family Residential ("MF-29"), currently developed with duplexes. The nearest TF-3 zoned property to the subject site is located approximately 1,000-feet to the southeast. That property consists of two lots which are zoned TF-3 and both are developed with duplexes.

CASE HISTORY: The property is platted as the east half of Lot 12, except the south 173 feet of the east 135 feet and except the north 132 feet, R.A. Morris Tracts, which was recorded October 16, 1928.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family Residence
SOUTH:	SF-5	Single-family Residence
EAST:	SF-5	Single-family Residence
WEST:	SF-5	Vacant

PUBLIC SERVICES: The subject property has frontage along West Robinson Street, a two-lane, unpaved, local street without traffic counts. Just west of the subject site, Robinson intersects with North Hoover Street, which is a two-lane, unpaved, collector without traffic counts. Public water and sewer service are currently available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Major Institutional." The Major Institutional category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The requested zoning, TF-3, does allow the uses listed above either by-right or by Conditional Use.

Currently, single-family residences exist in this area that is identified as Major Institutional, the most recent being built in 1996. Property directly south of the subject site, across Robinson Street, is classified as "Urban Residential." Even though the subject site itself is classified as Major Institutional, the surrounding neighborhood is predominantly residential and the request for TF-3 zoning at this location is should not have a detrimental effect on the surrounding residential neighborhood.

RECOMMENDATION: Based upon the information available prior to the public hearings, planning staff recommends that the request be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property immediately surrounding the site to the north, south and east is zoned SF-5, and is developed with single-family residences. The SF-5 zoned property to the west is currently undeveloped. Five- hundred feet north of the subject site is a church, zoned SF-5, and 600-feet to the south is property zoned MF-29 Multi-family Residential ("MF-29"), currently developed with duplexes. The nearest TF-3 zoned property to the subject site is located approximately 1,000-feet to the southeast. That property consists of two lots which are zoned TF-3 and both are developed with duplexes.

2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed with a single-family residential use under the current zoning.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the request would double the density at which the site could be developed. The effect on nearby residents could be increased traffic. However, single-family residences typically generate more traffic per unit than two-family residences. The minimum standards of the UZC should mitigate any other potential negative effects on the surrounding residential neighbors.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies this site as appropriate for "Major Institutional." The Major Institutional category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The requested zoning, TF-3, does allow the uses listed above either by-right or by conditional use.

5. Impact of the proposed development on community facilities: Traffic on the existing residential street could increase as a result of the proposed development. This site has access to North Hoover Street, a classified collector.

DERRICK SLOCUM, Planning Staff presented the Staff Report. He reported that DAB VI recommended denial of the application 3-2.

JEFF NIEDENS, APPLICANT commented that this was a vacant lot and his application was pretty straight forward. He said he would like to put one, possibly two duplexes (if he can obtain a lot split) at the location. He said the reason a single-family residence will not work at this location is its close proximity to I-235, which is less than one block away. He said this development should bring approximately $300,000 into the City tax base and added that he is not asking for any revenue or tax breaks.

BRIAN KELLY, 5415 W. EDMINSTER said he was in opposition to the planned zoning change from SF-5 Single-Family Residential to TF-3 Two-Family Residential. He said as Vice President of the Orchard Park Neighborhood Association he represented approximately 1,500 members. He said currently within a six square block area of the proposed site there are 11 homes for sale and three homes for rent, one of which is owned by the applicant's wife. He said he has obtained protest petitions from nearly every neighbor in the surrounding areas and everyone who has read the proposal is strongly opposed to the zoning change for the following reasons: there are too many rentals in area already that are unoccupied; this will cause more traffic problems in the area because it is located on a dirt road; this will cause surrounding property values to drop; this will impact the drainage and duplex residents may start using the area for dumping; renters do not take care of property; this impacts where the school bus stops on Robinson in front of the proposed site; there is no street lighting in the area and this proposal will increase vandalism. He said the same two men who want this proposal built duplexes in the 600 and 700 blocks on North Hoover. He referred to hand outs of pictures of properties at 751 North Hoover, 627 North Hoover, 619 North Hoover and 901 North Hoover. He said it should be clear why the neighbors don't want duplexes built on this property. He concluded by saying that he heard the applicant was telling petitioners that if the duplex is not allowed, low-income housing will go into the site to try to get them to change their petition.

BOB ALDRICH, 804 N. MAIN said is lives on Compton and that he has been involved with the neighborhood association in the area for at least 15 years. He said he spoke in opposition to this proposal at the DAB VI meeting. He commented on the dirt road this will be located on and mentioned that the big issue is there are more dirt roads in this part of the City than anywhere else. He said they want to revitalize and improve the neighborhood, and don't think this proposal is good. He said duplexes and lot splits will increase the density in the area which causes more problems. He mentioned vehicle traffic and said there were two school zones in the area -- Bryant and Hadley. He added that there is a very nice park and that this proposal will be extremely detrimental to the area. He mentioned that the same gentlemen who built the residences on Hoover wants to build these duplexes. He said when he was a member of the MAPC he brought up the shoddy construction of not paving the driveways on the previous developments, which he said the developer corrected. He concluded by recommending that the Commission take the DAB's advice and reject this proposal.

HILLMAN asked if there was a plan to pave the dirt roads in the area.

ALDRICH said there were no plans for paving and that the applicant would not foot the cost for that. He said this is an established neighborhood and that the City was not going to order paving in that area.

MILLER said as far as he knows, the City Council can either order paving in or as a petition project when property owners get a petition together.

ALDRICH said there was no petition to pave this street.

SHERMAN asked if there was anything the Planning Commission could do to support paving this area.

ALDRICH said he would love to see the area paved.

MILLER STEVENS asked for clarification on ownership of the drainage pond.

ALDRICH said the only drainage in the area is open drains because of the dirt roads. He said this is a retention pond north of the site and has been there since the area was developed. He said it has become a "dump" and there has been illegal dumping in the area. He said neighbors have notified the appropriate agencies. He said Robinson does get flooded out because it is pretty sandy in the area.

It was noted that Planning Staff had not recommended paving of the street in the Staff Report.

LEFFEW asked if other property owners have initiated petitions to get paving in the area.

ALDRICH said no, because of the rentals in the area. He said as landlords, property owners are not going to request paving and they have never been able to get the 51% required to pave the roadways. He said there has been discussion with various City Council representatives over the years; however, there is some controversy between the property owners that paid specials to get the roads paved. He said several options have been discussed including getting materials donated and taking that amount off property taxes and having the City install the roadways.

NEIDENS said he will voluntarily sign a no protest petition. He said he had no problem with the paving and added that he had been a big part of the paving of the 700 block of North Hoover. He also mentioned that he had offered to put up fencing around the drainage pond, which was not required by the City. He said he was not trying to rape and pillage the neighborhood, and added that this development should bring approximately 300,000 influx into the tax base.

DENNIS referenced the pictures provided by Mr. Kelly. He commented that past performance is often an indication of future performance.

NIEDENS said one situation he believes is a cultural issue, and he has spoken to the tenants about the condition of the front of the residence several times. He said when people pay rent on time, it is tough to get them out. He said the pile of dirt at the one location was because it was a brand new duplex that they just finished in March, 2010, but missed the spring planting. He said prior to construction, there was a trailer located on the property.

DENNIS commented that staff may have to ask the Office of Central Inspection take a look at the photos.

> **MOTION:** To approve subject to staff recommendation.
>
> **MARNELL** requested that the motion maker amend the motion to include that the owner agrees to sign a no protest petition.
>
> **AMENDED MOTION:** To approve subject to staff recommendation and that the owner agree to sign a no protest petition.
>
> **KLAUSMEYER** moved, **LEFFEW** seconded the motion, and it carried (10-1).
> **HILLMAN** – No.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: **ZON2010-00026** City zone change from SF-5 to TF-3 generally located north and east of the intersection of N. Hoover and W. Robinson St.

DATE: August 3, 2010

On Monday, August 2, 2010 the District VI Advisory Board (DAB) considered a City zone change from SF-5 to TF-3 generally located north and east of the intersection of N. Hoover and W. Robinson St.

The members were provided the MAPD staff report for review prior to the meeting. *Derrick Slocum,* Planner presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked the following questions/comments:

- Will the applicant pave the street as this request is on a dirt road?
- The increased density will have a detrimental effect on the neighborhood
- Has the applicant considered putting in single family residential instead of duplexes?

Brian Kelly, resident spoke in opposition of the request stating:

- There are too many rentals in the area now.
- We will have traffic problems because of the dirt roads.
- More trash and junk will be dumped.
- No location for the school bus to stop and pick up the high school kids.
- The properties this applicant has now are not taken care of.

Brian Kelly also stated he was the Vice-President of the Orchard Park Neighborhood Association and was speaking for 41 residents who were also opposed to the request and they had already submitted the protest petitions on this case.

****Action:** The District VI Advisory Board members made a motion to recommend to City Council Denial (**3-2**) of the Zoning request due to due to it would be detrimental to the neighborhood

Please review this information when **ZON2010-00026** is considered.

mtd

Agenda Item No. V-1

City of Wichita
City Council Meeting
October 5, 2010

To: Mayor and City Council

Subject: VAC2010-00023 - Request to vacate portions of platted drainage and utility easements; generally located midway between 13th and 21st Streets North and west of Webb Road. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting vacation of described portions of the two platted drainage and utility easements. The applicant proposes to expand development on the subject site. These easements are generally described as the north 5 feet of a 100-foot long portion of the platted 20-foot wide drainage and utility easement, which runs parallel to the 100-foot wide KG&E easement and the south 5 feet of a 82-foot long portion of the platted 15-foot wide drainage and utility easement located parallel to Reserve A, all in Lot 3 (except the east 152 feet), the Wilson Estates Medical Park 2nd Addition. The 100-foot wide KG&E easement is a private easement; Misc Book 594, Page 596. Reserve A is platted for "…a private drive, drainage, landscaping, signage and utilities." It is owned and maintained by an "owners association." There are no franchised utilities, manholes, sewer or water lines in either of the subject platted drainage and utility easements. The Wilson Estates Medical Park 2nd Addition was recorded with the Register of Deeds on January 8, 2004.

Analysis: The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

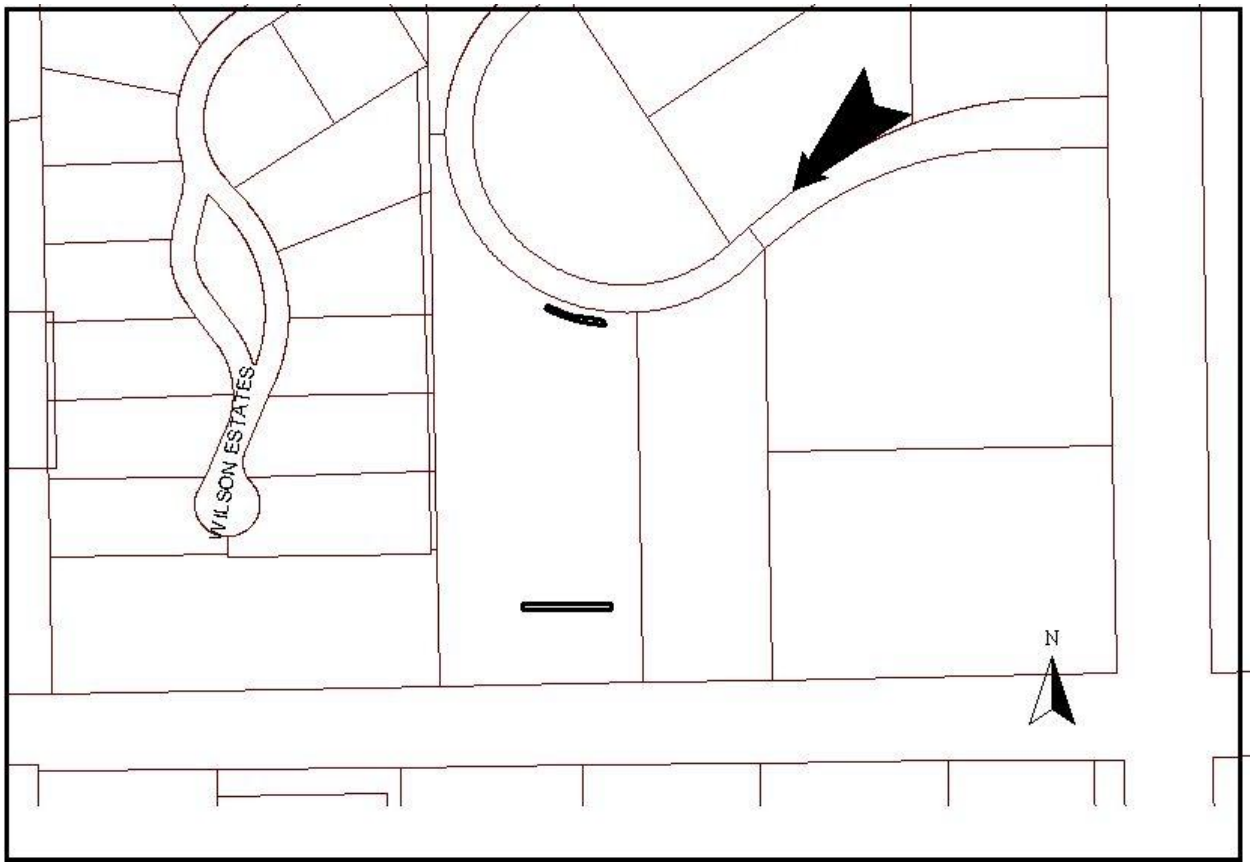
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order has been approved as to form by the Department of Law and will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.


WILSON ESTATES
N

City of Wichita
City Council Meeting
October 5, 2010

TO: Wichita Housing Authority Board Members

SUBJECT: Public Hearing –2011 Annual Agency Plan

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority Non-Consent

Recommendation: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2011 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare an annual operating plan. The annual plan must include among other things, information on the housing needs of the locality, population served, method of rent determination, operation policies and procedures, capital improvements, unmet housing needs of families with income less than 30 percent of median income and efforts to coordinate programs. The Wichita Housing Authority (WHA) is currently designated as a standard performing housing authority.

Analysis: The proposed WHA 2011 Annual Plan elements and policies will remain the same as the Plan elements in the 2010 Annual Plan. Section 511 of the QHWRA requires the board of directors of housing authorities to conduct a public hearing to discuss the housing authority plans and to invite public comment regarding the plans. In the event that the Housing Authority Board receives written or oral comments from the public which is deemed significant enough to amend the Plan, the Housing Authority Board may amend the plan and certify the plan as amended.

After the Housing Authority Board considers comments submitted at the hearing and approves the WHA 2011 Annual Plan as prepared or with amendments, the WHA staff will transmit the Annual Plan using the required submission electronic template.

Financial Considerations: The 2011 Capital Fund Budget request is a part of the 2011 Annual Plan and represents the submission approval of the WHA's Governing Board.

Goal Impact: The 2011 Annual Agency Plan contributes to the City Goal of Economic Vitality and Affordable Living.

Legal Considerations: The certification of the 2011 Annual Plan will bring the WHA into compliance with the Quality Housing and Work Responsibility Act of 1998.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2011 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U. S. Department of Housing and Urban Development.

Attachments:
2011 Annual Agency Plan
2011 Agency Plan Elements
Wichita Housing Authority Board Certification
Certification for a Drug-Free Workplace
Certification of Payments to Influence Federal Transactions
Disclosure of Lobbying Activities
Civil Rights Certification
Tenant Advisory Board Comments
Challenged Elements

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the_n/a__ 5-Year and/or_2011__ Annual PHA Plan for the PHA fiscal year beginning _1/1/2011_____, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act**,** the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

__ ___ 5-Year PHA Plan for Fiscal Years

_X___ Annual PHA Plan for Fiscal Year 2011

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

Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/5/10

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

315 N. Riverview, Wichita, KS 67203; 332 N. Riverview, Wichita, KS 67203; 2018 N. Wellington Place, Wichita, KS 67203 2627 W. 9th, Wichita, KS 67203; 520 W. 25th North, Wichita, KS 67204; and attached list of all additional properties which are located within the city limits of Wichita, KS.

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

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

Name of Authorized Official	Title
Carl Brewer	Mayor and Chairman of the Wichita Housing Authority Board
Signature	**Date**
X	10/5/10

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

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

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Section 8 Programs

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Carl Brewer	Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date (mm/dd/yyyy)
	10/05/2010

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handboooks 7417.1, 7475.13, 7485.1, & 7485.3

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[B] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[B] a. bid/offer/application b. initial award c. post-award	[A] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
[x] Prime [ ] Subawardee Tier _____, *if known*: City of Wichita Housing Authority 332 N. Riverview Wichita, Kansas 67203 **Congressional District**, *if known*: 4th	**Congressional District**, *if known*:
6. Federal Department/Agency: U. S. Department of HUD	**7. Federal Program Name/Description:** Public Housing Capital Fund Program CFDA Number, *if applicable*: 14.872
8. Federal Action Number, *if known*: n/a	**9. Award Amount**, *if known*: $ n/a
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): Goter, Dale 455 N. Main Wichita, Kansas 67202	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Carl Brewer Title: Mayor and Chairman of the Wichita Housing Authority Board Telephone No.: 316-268-4333 Date: 10/5/10
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Civil Rights Certification	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 4/30/2011**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

City of Wichita Housing Authority	KS004
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/05/2010

form **HUD-50077-CR** (1/2009)
OMB Approval No. 2577-0226

CITY OF WICHITA HOUSING AUTHORITY

TENANT ADVISORY BOARD

COMMENTS ON THE 2011 AGENCY PLAN

The Tenant Advisory Board, in its regularly scheduled meeting on September 8, 2010, discussed the final draft of the 2011 Annual Plan for the Wichita Housing Authority. The Board agreed to submit the below comment to the Wichita Housing Authority Board. The motion was made to comment and passed unanimously.

The tenants of the WHA high rises have mounting concerns about their TV reception problems.

When we moved into McLean Manor, we were told by other residents (not WHA) that there was a connection to the TV antenna on the roof on one wall, and a connection to Cox Cable on the other wall. Seeing as how we couldn't afford cable TV, we tried to connect to the antenna. It didn't work. When we asked Housing about it, we were told that with all the high-tech electronic equipment on the roof, it sort of muffled the effect of the antenna. So we plugged our set into the wall and used rabbit ears and got a few stations. The good thing was that we could at least do that back then.

When the switch to digital TV came about, people were told that they had to buy a converter box and hook up to an antenna. I took advantage of the special coupon for a discount on the converter box, and had bought an especially good antenna, but I still couldn't get Channel 8. When I called Channel 8 about it, I was informed that I had to have an "outdoor antenna" in a high rise apartment?

I'm sure that the city is collecting payments for allowing all the apparatus on the roof. Perhaps you could install a bigger and better antenna which we could use with our converter boxes, or a satellite dish we could all use, or make a special deal with Cox Cable or Dish Satellite to give tenants a decent access to TV coverage. Please consider the possibilities with your Annual Plan.

Thanks you,

Fern Griffith, Chairman
Tenant Advisory Board

Wichita Housing Authority Response
To the Tenant Advisory Board Comments

The Wichita Housing Authority has reviewed and analyzed the Tenant Advisory Board comments to the plan. Sufficient funds are available to continue the maintenance, depending on the availability of a vendor, of the exterior antenna for Channel 8 reception. Rental income generated from commercial rooftop wireless system tenants is used exclusively for the maintenance and operations of the Greenway Manor and McLean Manor (high-rise apartments).

The Tenant Advisory Board has been empowered to negotiate any special arrangements with Cox Cable for their individual apartments. The Wichita Housing Authority currently provides basic cable service in each of the two high-rise community rooms for congregate television viewing.

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information
PHA Name: City of Wichita Housing Authority (WHA) PHA Code: KS004
PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): 01/2011

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: 578 Number of HCV units: 2534

3.0 Submission Type
☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia N/A ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: N/A

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. N/A

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The WHA Plan elements will remain the same in the 2011 Annual Plan as the Plan elements in the previous 2010 Annual Plan.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

The WHA 2010-2014 5-Year and 2011 Annual PHA Plan will be available for review by the public at the Housing and Community Services Office located at 332 N. Riverview, Wichita, Kansas.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

The WHA is not planning any Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, or Project-based Voucher projects. The WHA will continue to market and administer the Section 8 Homeownership Program.

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.

2011 Capital Fund Initial Budget Statement – Attachment A (ks004c01)
Open Capital Fund Performance and Evaluation Reports – Attachment B (ks004c01)

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

Capital Fund Five-Year Action Plan (excluding 2011 Capital Fund) – Attachment C (ks004c01)

8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs 2009-2013 City of Wichita Consolidated Plan				Current % of House-holds	Current Number of House-holds
Household Income <=30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	2065
			Any housing problems	64.1	1324
			Cost Burden > 30%	62.6	1293
			Cost Burden > 50%	38.0	785
		Small Related	NUMBER OF HOUSEHOLDS	100%	3468
			With Any Housing Problems	84.2	2920
			Cost Burden > 30%	82.4	2858
			Cost Burden > 50%	65.1	2258
		Large Related	NUMBER OF HOUSEHOLDS	100%	924
			With Any Housing Problems	89.1	823
			Cost Burden > 30%	81.0	748
			Cost Burden > 50%	53.8	497
		All other households	NUMBER OF HOUSEHOLDS	100%	4869
			With Any Housing Problems	77.7	3783
			Cost Burden > 30%	77.2	3759
			Cost Burden > 50%	58.3	2839
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	2331
			With Any Housing Problems	57.1	1331
			Cost Burden > 30%	56.5	1317
			Cost Burden > 50%	30.7	716
		Small Related	NUMBER OF HOUSEHOLDS	100%	1114
			With Any Housing Problems	83.8	934
			Cost Burden > 30%	82.6	920
			Cost Burden > 50%	67.1	747
		Large Related	NUMBER OF HOUSEHOLDS	100%	318
			With Any Housing Problems	95.6	304
			Cost Burden > 30%	86.8	276
			Cost Burden > 50%	74.8	238
		All other households	NUMBER OF HOUSEHOLDS	100%	943
			With Any Housing Problems	71.5	674
			Cost Burden > 30%	71.5	674
			Cost Burden > 50%	53.8	507

Household Income >30 to <=50% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	1441
			With Any Housing Problems	67.1	967
			Cost Burden > 30%	66.8	963
			Cost Burden > 50%	31.6	455
		Small Related	NUMBER OF HOUSEHOLDS	100%	3052
			With Any Housing Problems	59.8	1825
			Cost Burden > 30%	53.9	1645
			Cost Burden > 50%	9.1	278
		Large Related	NUMBER OF HOUSEHOLDS	100%	814
			With Any Housing Problems	80.0	651
			Cost Burden > 30%	36.6	298
			Cost Burden > 50%	3.4	28
		All other households	NUMBER OF HOUSEHOLDS	100%	3594
			With Any Housing Problems	55.0	1977
			Cost Burden > 30%	53.1	1908
			Cost Burden > 50%	7.8	280
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	3415
			With Any Housing Problems	26.0	888
			Cost Burden > 30%	26.3	898
			Cost Burden > 50%	6.0	205
		Small Related	NUMBER OF HOUSEHOLDS	100%	1827
			With Any Housing Problems	65.5	1197
			Cost Burden > 30%	62.6	1144
			Cost Burden > 50%	26.1	477
		Large Related	NUMBER OF HOUSEHOLDS	100%	509
			With Any Housing Problems	81.5	415
			Cost Burden > 30%	67.8	345
			Cost Burden > 50%	14.9	76
		All other households	NUMBER OF HOUSEHOLDS	100%	780
			With Any Housing Problems	57.6	449
			Cost Burden > 30%	57.1	445
			Cost Burden > 50%	27.1	211

Household Income >50 to <=80% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	1266
			With Any Housing Problems	42.6	539
			Cost Burden > 30%	41.5	525
			Cost Burden > 50%	14.9	189
		Small Related	NUMBER OF HOUSEHOLDS	100%	4554
			With Any Housing Problems	23.7	1079
			Cost Burden > 30%	15.0	683
			Cost Burden > 50%	1.1	50
		Large Related	NUMBER OF HOUSEHOLDS	100%	1152
			With Any Housing Problems	54.6	629
			Cost Burden > 30%	7.6	88
			Cost Burden > 50%	0.9	10
		All other households	NUMBER OF HOUSEHOLDS	100%	5423
			With Any Housing Problems	15.3	830
			Cost Burden > 30%	13.3	721
			Cost Burden > 50%	1.3	70
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	5020
			With Any Housing Problems	11.2	562
			Cost Burden > 30%	10.6	532
			Cost Burden > 50%	2.7	136
		Small Related	NUMBER OF HOUSEHOLDS	100%	4811
			With Any Housing Problems	32.9	1583
			Cost Burden > 30%	29.6	1424
			Cost Burden > 50%	3.9	188
		Large Related	NUMBER OF HOUSEHOLDS	100%	1706
			With Any Housing Problems	48.2	822
			Cost Burden > 30%	29.0	495
			Cost Burden > 50%	3.0	51
		All other households	NUMBER OF HOUSEHOLDS	100%	2255
			With Any Housing Problems	34.2	771
			Cost Burden > 30%	33.3	751
			Cost Burden > 50%	6.9	156

Housing Needs of Families on the Public Housing Waiting List 8/1/10			
	# of families	% of total families	Annual Turnover
Waiting list total	1141		100
Single	300	26.3%	
Elderly	18	1.6%	
Disabled	277	24.3%	
Family	546	47.8%	
Native American	35	3.1%	
Pacific Island			
Asian	13	1. 1%	
White	555	48.6%	
African American	534	46.8%	
Not Assigned	4	.4%	
Characteristics by Bedroom Size			
1BR	619	54.2%	
2 BR	308	27.0%	
3 BR	153	13.4%	
4 BR	57	5.0%	
5 BR	4	0.4%	
6+ BR	0	0.0%	

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS) 144

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

Housing Needs of Families on the Section 8 Waiting List 8/1/10			
	# of families	% of total families	Annual Turnover
Waiting list total	4506		300
Single	1546	34.31	
Elderly	52	1.15	
Disabled	89	1.98	
Family	2819	62.56	
Native American	121	2.69	
Pacific Island	5	.11	
Asian	70	1.55	
White	2060	45.72	
African American	2199	48.80	
Not Assigned	51	1.13	
Characteristics by Bedroom Size			
1BR	2077	46.10	
2 BR	1423	31.58	
3 BR	810	17.98	
4 BR	169	3.75	
5 BR	24	.53	
6+ BR	1	.06	

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

HOW LONG HAS IT BEEN CLOSED (4 MONTHS)

Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** Strategies to be utilized by the Wichita Housing Authority (WHA) to meet the needs of all eligible populations including current tenants and those on the waiting list include maximizing the number of affordable units available to the WHA within its current resources by: § employing effective maintenance and management policies to minimize the number of vacant Public Housing units; § reducing turnover time for vacated Public Housing units; § reducing time to renovate Public Housing units; § maintaining or increasing Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction; § undertaking measures to ensure access to affordable housing among families assisted by the WHA, regardless of unit size required; § maintaining or increasing Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration; § maintaining or increasing Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program; and § participating in overall development processes to ensure coordination with broader community strategies. . For families at or below 30% of median, the WHA will: § exceed HUD federal targeting requirements for families at or below 30% of AMI in the Section 8 and Public Housing programs; § exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance; § employ admissions preferences in Public Housing aimed at families who are disabled, elderly or employed to increase income to maintain services at the present level due to possible declining federal subsidy; and § adopt rent policies to support and encourage work. For families at or below 80% of median, the WHA will adopt rent policies to support and encourage work. Specifically, Public Housing has adopted flat rents designed to not penalize families whose incomes rise to levels that would otherwise cause the family to move from Public Housing. In addition, the WHA promotes the income disallowance in the calculation of monthly rental amounts and rental subsidy for those household members that have been unemployed at least one year. For those that become employed, the first year's income shall not be counted for the calculation of monthly rental or rental subsidy. Only 50% of the second year's income shall used for the calculation of monthly rental or rental subsidy. All of the third year's income will be then used for the calculation. To meet specific needs of the elderly, the WHA has or will: § seek designation of Public Housing specifically for the elderly, and § apply for special-purpose Section 8 vouchers targeted to the elderly, should they become available. To meet the special needs of the elderly, the WHA Public Housing will continue the Wichita Housing Wichita Housing Initiative for Service Coordination and Transportation Program funded through the HUD Resident Opportunity and Self-Sufficiency Grant. The services include senior companions, healthy homemaking, transportation and resident service coordination. To meet specific needs of families with disabilities, the WHA will continue to implement modifications needed in Public Housing based on the Section 504 Needs Assessment and apply for Section 8 special-purpose vouchers targeted to families with disabilities, should they become available. The WHA will also affirmatively market to local non-profit agencies that assist families with disabilities. The City of Wichita Housing Authority will also seek to meet the specific needs of races or ethnic groups with disproportionate housing needs by affirmatively marketing to races/ethnic groups shown to have disproportionate housing needs, counseling Section 8 clients as to location of units outside of areas of poverty or minority concentration and assist them to locate those units; and marketing the Section 8 program to owners outside of areas of poverty/minority concentrations.

10.0

Additional Information. Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

The Wichita Housing Authority (WHA) has made progress in meeting the objectives of the 2010-2014 5-year Plan as follows**:**

1. the Section 8 Program opened the application process in 2010 and received in excess of 5000 applications;
2. the Section 8 Program was designated as a High Performer in 2010;
3. the Section 8 Program provided voucher mobility counseling, conducted outreach efforts to potential voucher landlords and continues to provide voucher assistance in the Homeownership Program;
4. both the Section 8 and Public Housing Programs implements measures to promotes income mixing by assuring access for lower income families into higher income developments;
5. the Public Housing Program continues to designate Greenway and McLean Manor as elderly only apartments complexes;
6. the Section 8 Program has attracted supportive services to improve assistance recipients in the Family Self-Sufficiency Program;
7. the Public Housing Program developed supportive services to increase independence for the elderly and disabled through a Resident Service Coordinator;
8. both the Section 8 and Public Housing Programs have taken affirmative measures to ensure equal opportunity in housing regardless of race, color religion, national origin, sex familial status and disability; and
9. the Public Housing's Capital Fund Program replaced 400 residential furnace and air-conditioning systems with energy saving units.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

Significant Amendment or Substantial Deviation/Modification - as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g),* a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of the Department of Housing and Urban Development (HUD) and approved. Amendments or modifications, which are **not** defined as being significant and **will not** be subject to a public meeting with a 45 day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-Year Action Plan;
2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. additional work projects funded by the Capital Fund Program not included in the 5-Year Action Plan, which have been deemed to be emergencies;
4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. any changes in the Section 8 Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD PHA 5-Year and Annual Plan or required PHA Plan elements.

Police Occupied Units **–** The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the cost of the utilities. These units are located at 1501 Arnold, 1527 E. Catalina, 2642 N. Minnesota, 7015 W. Newell and 2331 St. Clair.

Violence Against Women's Act of 2005 Compliance Statement - The City of Wichita Housing Authority's 2011Annual Plan includes the continuation of preferences for victims of domestic violence in the Section 8 applicant selection process. In addition, the Wichita Housing Authority will continue to refer clients and applicants to specific agencies, including StepStone, YMCA Women's Crisis Center, Harbor House, Wichita Police Department Sex Crimes Domestic Violence Section and Exploited and Missing Children's Unit, to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking.

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. **(a) – (e) Attachment ks004d01** (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. **Attachment ks004a01** (g) Challenged Elements **Attachment ks004b01** (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) **Attachment ks004c01** (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only) **Attachment ks004c01**

Attachment A

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450111 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2011 FFY of Grant Approval: 2011

Type of Grant
☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3	216,000			
3	1408 Management Improvements	10,000			
4	1410 Administration (may not exceed 10% of line 21)	108,000			
5	1411 Audit	5,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	120,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	102,000			
10	1460 Dwelling Structures	211,000			
11	1465.1 Dwelling Equipment—Nonexpendable	220,000			
12	1470 Non-dwelling Structures	20,000			
13	1475 Non-dwelling Equipment	35,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	39,315			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$1,086,315			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	$ 220,000			

Signature of Executive Director, Mary K. Vaughn Date 9/11/10 *Signed document attached*	Signature of Public Housing Director, Tom Byler Date 9/11/10 *Signed document attached*

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

Part II: Supporting Pages

PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS1600450111 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
KS004000001	Greenway a/c chillers	1465		$ 220,000				
	Floor cover improvements	1460		56,000				
KS004000003	Window replacements	1460	13 units	75,000				
	Single-family unit rehab	1460	3 units	60,000				
	Fence replacement	1450	20	51,000				
KS004000004	Single-family unit rehab	1460	1 unit	20,000				
	Fence replacement	1450	20	51,000				
WHA-wide	Operations	1406		216,000				
WHA-wide	Management improvements	1408		10,000				
WHA-wide	Administration	1410		108,000				
WHA-wide	Audit	1411		5,000				
WHA-wide	Engineering and inspection	1430		120,000				
WHA-wide	Office improvements	1470		20,000				
WHA-wide	Technology	1475		35,000				
WHA-wide	Contingency	1502		39,315				
		TOTAL		$1,086,315				

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	3/31/2014		3/31/2015		
KS004000002	3/31/2014		3/31/2015		
KS004000003	3/31/2014		3/31/2015		
KS004000004	3/31/2014		3/31/2015		
WHA Wide	3/31/2014		3/31/2015		

Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended. Annual Statement/Performance and Evaluation Report

Attachment B

Capital Fund Performance and Evaluation Report 6/30/10

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program
OMB No. 2577-0226

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary

PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/10 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3	$199,000	$199,000	$199,000.00	$199,000.00
3	1408 Management Improvements	15,000	5,500	3,535.51	3,535.51
4	1410 Administration (may not exceed 10% of line 21)	99,000	99,000	98,455.91	98,455.91
5	1411 Audit	5,000	0		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	126,000	142,444	149,775.74	149,775.74
8	1440 Site Acquisition				
9	1450 Site Improvement	125,000	25,500	27,436.74	27,436.74
10	1460 Dwelling Structures	305,000	207,000	203,157.00	176,385.35
11	1465.1 Dwelling Equipment—Nonexpendable	26,000	102,000	101,326.29	101,326.29
12	1470 Non-dwelling Structures	20,000	10,000		
13	1475 Non-dwelling Equipment	35,000	1,000	565.82	565.82
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4		217,000	216,191.04	216,191.04

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	44,444	1,000	(.05)	
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$999,444	$999,444	$999,444.00	$972,672.40
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities		$217,000	$216,191.04	$216,191.00
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs			8,579.29	8,579.29
25	Amount of line 20 Related to Energy Conservation Measures		$204,000	$304,483.29	$277,711.64

Signature of Executive Director, Mary K. Vaughn Date 9/11/10 *Signed document attached*	Signature of Public Housing Director, Tom Byler Date 9/11/10 *Signed document attached*

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

*$22,500 will come from the South Central Kansas Economic Development District and will offset the budget variance.
**$85,000 will come from the proceeds of the sale of Public Housing units in the Section 5(h) Homeownership Program and will offset the budget variance.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450108 CFFP (Yes/ No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: 2008		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000001	Boiler replacement &	1465.1	3		$100,826.29	$100,829.29	$100,826.29	complete
McLean Manor	hot water heater replace	1465.1	2					complete
	Ambient temperature sensor	1465.1	1		500.00	500.00	500.00	complete
	Hallway painting, chair rail	1460			20,350.00	20,350.00	20,350.00	complete
	Air handler controls	1460			3,486.00	3,486.00	3,486.00	complete
Greenway Man	Rubber roof repair	1460			1,924.00	1,924.00	1,924.00	complete
KS004000002	Tree trimming	1450			2,000.00	2,000.00	2,000.00	complete
Bernice Hutch								
KS004000003	Fence replacements	1450			1,429.00	1,429.00	1,429.00	complete
Scattered site	Tree trimming	1450			4,100.00	4,100.00	4,100.00	complete
	26th Street paving	1450			9,817.74	9,817.74	9,817.74	complete
	Roof replacements	1460	7		23,600.00	23,600.00	23,600.00	complete
	Complete house rehab	1460	1		35,104.00	35,104.00	35,104.00	complete
KS004000004	Fence replacements	1450	7		715.00	715.00	715.00	complete
Scattered site	Tree trimming	1450			9,375.00	9,375.00	9,375.00	complete
	Roof replacements	1460	4		18,400.00	18,400.00	18,400.00	complete
	A/C replacements	1460	50		100,293.00	100,293.00	73,521.35	complete
	New house construction	1499	3		216,100.00	216,100.00	216,100.00	complete
	Construction plans	1499			91.04	91.04	91.04	complete

WHA wide	Operations transfer	1406			199,000.00	199,000.00	199,000.00	
WHA wide	Management improvements	1408			3,535.51	3,535.51	3,535.51	
Central Office	Administration	1410			98,455.91	98,455.91	98,455.91	
WHA wide	Fees and construction mgmt	1430			149,775.74	149,775.74	149,775.74	
Central Office	Office cubical and cabinets	1475			565.82	565.82	565.82	
	Adjustment				(.05)	(.05)		
TOTAL					$999,444.00	$999,444.00	$972,672.40	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2008
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	12/31/09	9/30/09	12/31/10	9/30/09	
KS004000002	12/31/09	9/30/09	12/31/10	12/31/09	
KS004000003	12/31/09	9/30/09	12/31/10	12/30/09	
KS004000004	12/31/09	12/31/09	12/31/10		
WHA wide	12/31/09	12/31/09	12/31/10	12/30/09	
HUD mandate	6/30/10		6/30/11		

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

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16S00450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: S2009 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/10 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	$126,000	$25,098	$32,825.01	$31,397.85
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,098	20,000	18,037.99	18,037.99
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable	1,099,000	1,220,000	$1,214,235.00	$891,074.09
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	$1,265,098	$1,265,098	$1,265,098	$940,509.93
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	$1,265,098	$1,265,098	$1,265,098.00	$940,509.93

Signature of Executive Director , Mary K. Vaughn Date 9/11/10 *Signed document attached*	Signature of Public Housing Director , Tom Byler Date 9/11/10 *Signed document attached*

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

Part II: Supporting Pages		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16S00450109 CFFP (Yes/ No): No Replacement Housing Factor Grant No:	Federal FFY of Grant: S2009

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000002	Furnace & A/C replacements	1465.1	52			$174,618.00	$128,137.68	In progress
KS004000003	Furnace & A/C replacements	1465.1	192			669,494.00	491,228.76	In progress
KS004000004	Furnace replacements	1465.1	156			260,323.00	191,217.04	In progress
KS004000004	A/C replacements	1465.1	56			109,800.00	80,490.61	In progress
Central Office	Administration	1410				32,825.01	31,397.85	
WHA wide	Fees and construction mgmt	1430				18,037.99	18,037.99	
					Total	$1,265,098	$940,509.93	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: S2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000002	3/31/10	3/31/10	3/31/11		
KS004000003	3/31/10	3/31/10	3/31/11		
KS004000004	3/31/10	3/31/10	3/31/11		
WHA wide	3/31/10	3/31/10	3/31/11		
HUD mandate	3/31/10		3/31/11		

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

Part I: Summary		
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:)
☒ Performance and Evaluation Report for Period Ending: 6/30/10 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1	
		Original	Revised2	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) 3				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	$		$2,445.48	$2,445.48
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs			41,671.27	34,846.27
8	1440 Site Acquisition				
9	1450 Site Improvement			2,965.00	2,965.00
10	1460 Dwelling Structures			417,349.14	1,703.13
11	1465.1 Dwelling Equipment—Nonexpendable			104,525.00	73,306.56
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				

18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	$		$568,955.89	$115,266.44
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	$		$104,525.00	$73,306.56

Signature of Executive Director , Mary K. Vaughn Date 9/11/10 *Signed document attached*	Signature of Public Housing Director , Tom Byler Date 9/11/10 *Signed document attached*

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

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450109 CFFP (Yes/ No): No Replacement Housing Factor Grant No:				Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended2	
KS004000001	Greenway architect fee	1430				$26,000.00	$19,175.00	In progress
Greenway Man.	Lead based paint inspection	1430				715.00	715.00	Complete
	Architect expense	1430				444.85	444.85	Complete
	Transfer to close 2008 CFP	1430				(10,883.57)	(10,883.57)	Complete
	Greenway exterior rehab	1460				415,646.00		In progress
	Plan review	1460				1,423.00	1,423.00	Complete
	Blueprints	1460				280.13	280.13	Complete
	Requisition	1460				.01		
KS004000002	Dirt work for new A/C units	1450				990.00	990.00	Complete
Rosa Gragg								
KS004000003	Change order for new A/C units	1465.1				4,525.00		In progress
Scattered-site								
KS004000004	Tree removal	1450				1,975.00	1,975.00	Complete
	A/C unit replacements	1465.1	50			100,000.00	73,306.56	In progress
WHA wide	Administration	1410				2,445.48	2,445.48	
	Contractor license fee	1430				200.00	200.00	
	Construction management	1430				25,194.99	25,194.99	

Total						$568,955.89	$115,266.44	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: City of Wichita Housing Authority					Federal FFY of Grant: 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates 1
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001	6/30/11		6/30/12		
KS004000002	6/30/11		6/30/12		
KS004000003	6/30/11		6/30/12		
KS004000004	6/30/11		6/30/12		
WHA Wide	6/30/11		6/30/12		
HUD mandate	9/30/11		9/30/12		

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

Attachment C

Capital Fund Program – Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

PART I: SUMMARY

HA Name/Number ity of Wichita Housing Authority KS004			Locality (City/County & State) Wichita, Sedgwick, Kansas		☒**Original 5-Year Plan** ☐**Revision No:**	
	Development Number and Name City of Wichita Housing Authority, KS004	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	Work Statement for Year 4 FFY 2014	Work Statement for Year 5 FFY 2015
.	Physical Improvements Subtotal	Annual Statement	$633,000	$633,000	$633,000	$546,000
.	Management Improvements		5,000	5,000	5,000	5,000
.	PHA-Wide Non-dwelling Structures and Equipment		20,000	20,000	20,000	82,000
.	Administration		108,000	108,000	108,000	108,000
.	Other: Const. Mgmt.&Audit		104,315	104,315	104,315	104,315
.	Operations		216,000	216,000	216,000	216,000
.	Demolition					5,000
	Development					20,000
	Capital Fund Financing – Debt Service					
.	Total CFP Funds		$1,086,315	$1,086,315	$1,086,315	$1,086,315
.	Total Non-CFP Funds					
I.	Grand Total		$1,086,315	$1,086,315	$1,086,315	$1,086,315

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2012 FFY 2012			Work Statement for Year 2013 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	AMP 1- Greenway and McLean Manor			AMP 1 – Greenway and McLean Manor		
Annual	Energy efficient light fixtures		$20,000	Energy efficient water devices		$20,000
Statement	Greenway and McLean parking seal coat		35,000	Domestic hot water storage tank		20,000
	AMP 2 – Rosa Gragg and Bernice Hutcherson			AMP 2 – Rosa Gragg and Bernice Hutcherson		
	Fence painting		15,000	Energy efficient light fixtures		10,000
	AMP 3 – Single-family houses			AMP 3 – Single–family houses		
	Window replacements	40 units	226,000	Fence replacements	20	60,000
	Roof replacements	15 units	50,000	Sidewalk and drive replacements	20 units	50,000
	Storage sheds	15	35,000	Total rehabilitation of vacant houses	4 units	70,000
	Fence replacements	20	60,000	Window replacements	19 units	107,000
	Total rehabilitation of vacant houses	2 units	35,000			
	AMP 4 – Single-family houses			AMP 4 – Single-family houses		
	Roof replacements	15 units	50,000	Window replacements	40 units	226,000
	Storage sheds	15	25,000	Total rehabilitation of vacant houses	4 units	70,000
	Fence replacements	10	30,000			
	Total rehabilitation of vacant houses	3 units	52,000			
	WHA Wide – Non-dwelling structure		10,000	WHA Wide – Non-dwelling structure		10,000
	WHA Wide – Non-dwelling equipment		10,000	WHA Wide – Non-dwelling equipment		10,000
	Subtotal of Estimated Cost		$653,000	Subtotal of Estimated Cost		$653,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

	Work Statement for Year 2014 FFY 2014			Work Statement for Year 2015 FFY 2015		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP 1 – Greenway and McLean Manor			AMP 1 – Greenway and McLean Manor		
	McLean Manor roof coating		$50,000	Greenway interior painting		$20,000
				McLean Manor exterior painting		160,000
	AMP 2 - Rosa Gragg and Bernice Hutcherson			AMP 2 - Rosa Gragg and Bernice Hutcherson		
	Carpet replacement		50,000	Bathroom renovations		15,000
	AMP 3 – Single-family houses			AMP 3 – Single-family houses		
	Window replacements	40 units	226,000	Window replacements	13 units	76,000
	Fence replacements	15 units	46,000	Fence replacements	17 units	50,000
	Sidewalk and drive replacements	20 units	50,000	Sidewalk and drive replacements	20 units	50,000
				Demolition		5,000
				Relocation due to modernization activities		5,000
	AMP 4 – Single-family houses			AMP 4 – Single-family houses		
	Fence replacements	40 units	116,000	Fence replacements	18	50,000
	Storage sheds	27 units	45,000	Development		20,000
				Site acquisition		20,000
				Contingency		45,000
				Sidewalk and drive replacements	22 units	55,000
	WHA Wide – Office roof coating		40,000	WHA Wide – Non-dwelling structure		10,000
	WHA Wide – Office H/V/A/C		30,000	WHA Wide – WHA operating software		72,000
	Subtotal of Estimated Cost		$653,000	Subtotal of Estimated Cost		$653,000

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2012 FFY 2012		Work Statement for Year 13 FFY 2013	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	WHA Wide			
Annual	1406 – Operations transfer	$216,000	1406 – Operations transfer	$216,000
Statement	1408 – Management improvements	5,000	1408 – Management improvements	5,000
	1410 - Administration	108,000	1410 - Administration	108,000
	1411 - Audit	4,000	1411 - Audit	4,000
	1430 – Fees and services	100,315	1430 – Fees and services	100, 315
	Subtotal of Estimated Cost	$433,315	Subtotal of Estimated Cost	$433,315
	Total Expense	$1,086,315	Total Expense	$1,086,315

Part III: Supporting Pages – Management Needs Work Statement(s)

	Work Statement for Year 2014 FFY 2014		Work Statement for Year 2015 FFY 2015	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	1406 – Operations transfer	$216,000	1406 – Operations transfer	$216,000
	1408 – Management improvements	5,000	1408 – Management improvements	5,000
	1410 - Administration	108,000	1410 - Administration	108,000
	1411 - Audit	4,000	1411 - Audit	4,000
	1430 – Fees and services	100,315	1430 – Fees and services	100,315
	Subtotal of Estimated Cost	$433,315	Subtotal of Estimated Cost	$433,315
	Total Expense	$1,086,315	Total Expense	$1,086,315

Signature of Executive Director , Mary K. Vaughn Date 9/11/10 *Signed document attached*	Signature of Public Housing Director , Tom Byler Date 9/11/10 *Signed document attached*

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

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

Annual Plan Elements for Fiscal Year 2011

Public Supplement

PHA Plan
Agency Identification

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

Annual PHA Plan
PHA Fiscal Year 2011
[24 CFR Part 903.7]

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

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: subsequent to formal application during Preoccupancy Meeting

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

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

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

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

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

(2)Waiting List Organization

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

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

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

☒ PHA main administrative office
☐ PHA development site management office
☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 0

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
☐ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
☐ One
☐ Two
☒ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:
☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
☐ Emergencies

☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

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

(6) Deconcentration and Income Mixing

*a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

*b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

* - New questions added by PIH Notice 2001-4

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	**Number of Units**	**Explanation (if any) [see step 4 at §903.2(c)(1)((iv)]**	**Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]**

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

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

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

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

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

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

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

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

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

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

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

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

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

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

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

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

☒ PHA main administrative office
☒ Other – On line via web site

(3) Search Time

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

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

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

Other preferences (select all that apply)

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

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
1 Victims of domestic violence
Substandard housing
1 Homelessness
High rent burden

Other preferences (select all that apply)

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

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)
☐ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☒ Other – On line via web site

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
☒ Through published notices
☒ Other – Direct mail

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2011 grants)**		
a) Public Housing Operating Fund	1,798,000	Operations
b) Public Housing Capital Fund	1,086,315	Modernization
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	13,427,800	Operations
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	986,900	Operations
Non-dwelling rental (antennas)	59,000	Operations
Non-dwelling rental (office)	21,200	Operations
4. Other income (list below)		
Investment	10,000	Operations
Tenant charges	10,000	Operations
Late charges	10,000	Operations
4. Non-federal sources (list below)		
Total resources	$17,409,215	

3. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

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

b. Minimum Rent

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

☒ $0
☐ $1-$25
☐ $26-$50

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

Not applicable as the Wichita Housing Authority has lowered the minimum rent to $0 per month due to the administrative burden of hardship exemption policies.

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

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

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

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

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

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

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

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

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

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

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

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

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

☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs

☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never
☐ At family option
☐ Any time the family experiences an income increase
☒ Any time a family experiences an income increase above a threshold amount or percentage: _10%____
☐ Other (list below)

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☒ The Section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

☐ At or above 90% but below100% of FMR
☐ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

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

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

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

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

☒ Annually
☐ Other (list below)

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

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

(2) Minimum Rent

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

☐ $0
☐ $1-$25

☒ $26-$50

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

4. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this

The City of Wichita Housing Authority (WHA) owns and manages 578 residential units. 226 units are located in four elderly designated complexes. 352 residential units are single-family dwellings located in various areas of the City of Wichita. It is estimated that 120 units will become available annually for the housing of low-income applicants.

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

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

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

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

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

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

5. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

☒ PHA main administrative office

☐ Other (list below)

6. Designation of Public Housing for Elderly and Disabled Families

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: High-rise apartments 1b. Development (project) number: KS004000001
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒

Submitted, pending approval ☐ Planned application ☒ Two year extension planned for designation in 9/2010
4. Date this designation approved, submitted, or planned for submission: (12/01/99)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 176 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Garden apartments 1b. Development (project) number: KS004000002
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☒
3. Application status (select one) **Original project design** Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
7. Number of units affected: 50 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

7. PHA Community Service and Self-sufficiency

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☒ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Resident Service Coordination				
Greenway & McLean Manor	176	Open	Development Office	Public Housing

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2011 Estimate)	Actual Number of Participants (As of: 1/1/10)
Section 8 Voucher including Home Ownership	92	138

b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

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

8. PHA Safety and Crime Prevention

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

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

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

☐ Other (describe below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

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

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

KS004000001, KS004000002, KS004000003 & KS004000004

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
☒ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents
☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

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

KS004000003 & KS004000004

D. Police Occupied Units

The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease

for a zero monthly rental amount, with the Officers paying the utilities. The addresses are the following:

1501 E. Arnold
1527 E. Catalina
2642 N. Minnesota
7015 W. Newell
2331 St. Clair

9. Pets

[24 CFR Part 903.7 9 (n)]

Available for inspection by the Public

10. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

The City of Wichita Housing Authority (WHA) will carry out all grant activities in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically, the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. WHA tenants and clients will be directed to the HUD Regional Office of Fair Housing and Equal Opportunity should they wish to file a discrimination complaint, which could not be resolved locally.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c)(1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, but in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

The WHA will regularly examine its programs or proposed programs, identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that program waiting lists are consistent with civil rights The City of Wichita Housing Authority (WHA) will carry out all grant activities in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section

504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically, the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. WHA tenants and clients will be directed to the HUD Regional Office of Fair Housing and Equal Opportunity should they wish to file a discrimination complaint, which could not be resolved locally.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c)(1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, but in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

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

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

11. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain?____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?

If not, when are they due (state below)?

12. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

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

3. Public Housing Asset Management Table

Attachment 1

13. Violence Against Women Act (VAWA)

[24 CFR Part 903.7 9 (r)]

Violence Against Women's Act of 2005 Compliance Statement:
The City of Wichita Housing Authority's 2010 Annual Plan includes the continuation of preferences for victims of domestic violence in the Section 8 applicant selection process. In addition, the Wichita Housing Authority will continue to refer clients and applicants to specific agencies, including StepStone, YMCA Women's Crisis Center, Harbor House, Wichita Police Department Sex Crimes Domestic Violence Section and Exploited and Missing Children's Unit, to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking.

14. Other Information Required by HUD

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

Significant Amendment or Modification to the Annual Plan – as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g),* a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of HUD and approved. Amendments or modifications, which are **not** defined as being significant and will not be subject to a public meeting with a 45-day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-year Action Plan;
2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. additional work projects funded by the Capital Fund Program not included in the 5-year Action Plan, which have been deemed to be emergencies;
4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. any changes in the Section 8 Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD 50075 PHA Plan.

Attachments

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

Attachment 1.

Optional Public Housing Asset Management Table

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

Public Housing Asset Management								
Development Identification		**Activity Description**						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III *Component 7a*	Development Activities *Component 7b*	Demolition / disposition *Component 8*	Designated housing *Component 9*	Conversion *Component 10*	Home-ownership *Component 11a*	Other (describe) *Component 17*
KS004000001	176	X			X	Elderly		
High-rise	Apartments							
KS004000002	50	X			X	Elderly/disabled		
Garden	Apartments							
KS004000003	193	X				Assessment*		
Scattered-site	Single-family							
KS004000004	159	X				Assessment*		
Scattered-site	Single-family							

*****The assessment has been concluded for non-elderly and non-disabled developments and consideration has been given to the implications of converting the WHA's Public Housing units to tenant-based assistance. It has been determined that the conversion of all applicable developments will be inappropriate. The WHA currently has over 6,000 families on the Public Housing and Section 8 Program waiting lists. Voluntary conversion would adversely affect the availability of affordable and low-income housing in the City of Wichita.

City of Wichita Housing Authority

Challenged Elements on the 2011 Annual Agency Plan

The 2011 Annual Agency Plan elements and agency policies remain the same as previously authorized in the 2010 Annual Agency Plan. The elements and agency policies were made available to the public for inspection beginning August 11, 2010. The Wichita Housing Authority has not received a challenge to any of the elements or policies.

City of Wichita
City Council Meeting
October 5, 2010

TO: Wichita Airport Authority

SUBJECT: Southwest Drainage Basin
Supplemental Agreement No. 2
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: In order to comply with City storm water regulations, additional development of the western portions of Colonel James Jabara Airport requires the construction of storm water detention basins. On November 20, 2007, the Wichita Airport Authority (WAA) approved the project and contract with Professional Engineering Consultants (PEC) to study options for storm water detention. The study concluded that storm water detention basins were the best solution to address storm water runoff. On January 27, 2009, the WAA approved Supplemental Agreement No. 1 with PEC to design a new detention pond in the southwest corner of the Airport.

Analysis: A supplemental agreement with PEC has been prepared to authorize the construction-related services.

Financial Considerations: The adopted project budget, funded from General Obligation bonds paid for with Airport revenue, covers the costs of the construction-related services. Supplemental Agreement No. 2 has been prepared in the amount of $56,191 for construction-related services. Refer to the table for contract history.

	Amount	Description	Date
Contract	$70,824	Drainage Study	11/20/2007
SA No. 1	50,914	Additional Study, Design and Bid Services	1/27/2009
SA No. 2	56,191	Construction Related Services (CRS)	10/5/2010
	$177,929	Total Not-To-Exceed Cost	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the development of infrastructure to serve the aviation community.

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

Recommendations/Actions: It is recommended the Wichita Airport Authority approve the agreement and authorize necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

to the

AGREEMENT FOR CONSULTING SERVICES
between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"CONSULTANT "

WITNESSETH:

WHEREAS, there now exists a Contract dated November 20, 2007 and Supplemental #1 dated January 27, 2009 between the two parties covering Consulting Services to be provided by the CONSULTANT in conjunction with a Drainage Study at Colonel James Jabara Airport, hereinafter called the PROJECT; and

WHEREAS, the OWNER now desires to proceed with the Southwest Detention Basin Improvements on Colonel James Jabara Airport in conjunction with constructing the PROJECT; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Additional Construction Phase Services for the Southwest Detention Basin Improvements on Colonel James Jabara Airport component of the PROJECT:

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

I. SCOPE OF SERVICES

A. CONSULTANT shall provide Contract Administration and Construction Observation Services for the above referenced Construction Project. These services are in addition to the Scope of Services being provided under the Agreement.

B. CONTRACT ADMINISTRATION duties shall routinely be the responsibility of CONSULTANT's Pr oject Manager.

1. Provide a Geotechnical Study for design phase.
2. During Construction provide the following:
   a. Assist in conducting Pre-Construction Conference.
   b. Prepare estimate forms for periodic payment to the Contractor.
   c. Receive and review Contractor Submittals with respect to conformance with the requirements of the project specifications and general conformity to the lines, shapes and dimensions detailed in the plans.
   d. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
   e. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.
   f. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.
   g. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
   h. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
   i. Conduct Final Inspection of the work.
   j. Issue Certificate of Completion when the PROJECT has been completed.
   k. Meet with OWNER as requested during construction to review progress.

2. After Construction Provide the Following:
   a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident Project Representative.

b. Deliver "Record" drawings including addenda items to the OWNER in both hard copy and digital form. Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

C. RESIDENT ENGINEERING SERVICES will routinely be the responsibility of CONSULTANT's Resident Project Representative.

1. During Construction Provide the Following:

a. Provide personnel acceptable to OWNER to perform technical observation during reconstruction of the PROJECT. Through continuous on-site observations of the work in progress and field observations of materials and equipment by the Resident Project Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for OWNER against defects and deficiencies in the work; but the furnishing of such Resident Project Representation shall not make CONSULTANT responsible for Contractor's failure to perform the construction work in accordance with the contract documents.

b. Supervise inspection; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.

c. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

d. Review and forward all construction schedules, material certifications and shop drawings to CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

e. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

f. Provide red-marked drawings and information to CONSULTANT's Project Manager for preparation of "Record" drawings on the completed work.

g. Review requests for monthly and final payments to the Contractor and forward same to CONSULTANT's Project Manager with recommendations for approval.

h. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to CONSULTANT's Project Manager for review and thenceforth to the OWNER for approval.

i. Provide on-site and local transportation for the Resident Project Representative and supporting staff to perform the duties as listed above.

j. Provide all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.

k. Provide a minimum of six (6) labeled photos for the project for preconstruction, during construction, and post construction site records.

II. TIME OF SERVICES

Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this agreement are based on substantial completion of the construction within sixty (60) calendar days of issuance of Notice to Proceed to the Contractor, and delivery of all PROJECT close-out items to the OWNER within 45 calendar days following Final Acceptance, exclusive of any delays beyond the control of the CONSULTANT.

III. THE OWNER AGREES

A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.

B. To pay the CONSULTANT in accordance with the provisions of Article IV of this Supplemental Agreement.

IV. COMPENSATION

A. Compensation to CONSULTANT for services provided as outlined in Section I. shall be based on cost plus fixed fee basis with a not to exceed fee of $56,191.00, including labor and reimbursable expenses as identified in Exhibit SA2-AR1.

B. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified Contract Time referenced in Article II, the CONSULTANT shall be deemed to be performing "Extra Work" in which case, should the maximum contract amount as set forth in Section IV. A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected.

The parties hereunto mutually agree that all provisions and requirements of the original Agreement not specifically modified by this Supplemental Agreement No. 2 shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of this _____ day of _____, 2010.

ATTEST:

By: _____
Karen Sublett, City Clerk

By: _____
Victor D. White, Director of Airports

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Carl Brewer, President
"OWNER"

ATTEST:

By: _____
Bradley J. Edmundson, P.E.
Construction Division Manager

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Gregg K. Greenwood, P.E.
Vice President
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: 9-8-10
Director of Law

Attachment: EXHIBIT SA2-AR1: Engineering Fee Estimate

ENGINEERING FEE ESTIMATE

EXHIBIT "SA2-AR1"

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION	
Southwest Detention Basin Improvements	Colonel James Jabara Airport	
WORK ITEM	**PROJECT NO.**	**DATE**
Construction Phase Services - 60 Calendar Days	COW PROJ #460-050	02 September 2010

DESCRIPTION
Construction Observation Services

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	$45.00 / hr.	16	$ 720.00	
2. PROJECT MANAGER	$43.00 / hr.	122	$ 5,246.00	
3. PROJECT ENGINEER	$35.00 / hr.	34	$ 1,190.00	
4. DESIGN ENGINEER			$ -	
5. DESIGN TECHNICIAN			$ -	
6. DRAFTER			$ -	
7. CAD OPERATOR	$30.00 / hr.	16	$ 480.00	
8. SURVEYOR, PARTY CHIEF			$ -	
9. SURVEYOR, INSTRUMENT MAN			$ -	
10. SURVEYOR, AIDES			$ -	
11. FIELD ENGINEER			$ -	
12. INSPECTOR, SUPERVISOR			$ -	
13. INSPECTOR, TECHNICIAN I	$21.00 / hr.	412	$ 8,652.00	
13. INSPECTOR, TECHNICIAN I (OT)	$31.50 / hr.	102	$ 3,213.00	
14. INSPECTOR, TECHNICIAN II			$ -	
14. INSPECTOR, TECHNICIAN II (OT)			$ -	
15. INSPECTOR, TECHNICIAN III			$ -	
15. INSPECTOR, TECHNICIAN III (OT)			$ -	
16. BATCH PLANT TECHNICIAN			$ -	
16. BATCH PLANT TECHNICIAN (OT)			$ -	
17. STENO & CLERICAL	$20.75 / hr.	13	$ 269.75	
SUBTOTAL		715		$ 19,771.00
(II) OVERHEAD 1.3300 X (I)				$ 26,295.00
(III) SUBTOTAL [I + II]				$ 46,066.00
(IV) FIXED FEE 15%				$ 6,910.00
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.		$ -	
2. TRAVEL PER MILE	$0.60 / mile	1,905	$ 1,143.00	
3. LAB TESTING	$ - / LS		$ -	
4. CELL PHONES (AT COST)	$50.00 / mo.	2	$ 100.00	
5. CAD (Utility As Built Drawings)		16	$ 272.00	
6. PRINTING (SPEC. ETC.)	$200.00 / ea.	1	$ 200.00	
7. GEOTECH FEE STUDY	$1,500.00 / LS	1	$ 1,500.00	
8. OTHER			$ -	
SUBTOTAL				$ 3,215.00
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 56,191.00

City of Wichita
City Council Meeting
October 5, 2010

TO: Wichita Airport Authority

SUBJECT: Terminal Apron Reconstruction, Phase II
Change Order No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On February 5, 2008, the Wichita Airport Authority approved a contract with Cornejo & Sons Inc. to construct Terminal Apron Reconstruction, Phase II in preparation for the upcoming new terminal building construction. On January 12, 2010, Change Order No. 1 was approved in the amount of $72,941 to accommodate hidden sanitary sewer utility conditions, address a change in the Transportation Security Administration regulations regarding security, and to install FAA-mandated surface painted holding position signs.

Analysis: Change Order No. 2 has been prepared to adjust final quantities.

Financial Considerations: Change Order No. 2 in the amount of ($123,858) is a reduction representing a decrease of three percent from the adjusted contract amount of $4,812,196, which adjusts the new contract amount to $4,688,338. The cost of this change order is included in the current approved Air Capital Terminal 3 project budget of $38,364,572. Funding will be from Federal Aviation Administration Airport Improvement Program grants and Passenger Facility Charges.

Item	Amount	Description	Date
Contract	$4,739,255	Initial Contract	10-7-2008
C. O. No. 1	72,941	Surface signs, Sewer line modifications, Fence	1-12-2010
C. O. No. 2	(123,858)	Adjust final quantities	10-5-2010
	$4,688,338	Total	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow for future terminal development.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 2.

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-57

CHANGE ORDER
No. 2 .

Dated Saturday, July 31, 2010 .

Owner's Project No. FAA AIP No. 3-20-0088-57 City of Wichita No. 455-361-2

Project: Reconstruction of Terminal Apron - Phase 2
At The Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: Cornejo & Sons, Inc. Contract Date: 07 October 2008

Contract For: (a) Earthwork includes excavation and/or placement of subgrade material within the project limits, preparation and compaction of the project subgrade to the lines and grades shown on the plans, area grading outside the neat lines of pavement and placement of topsoil. (b) Paving work includes construction of (1) plant mix bituminous pavements for haul road repair and temporary transitions between new and existing pavement; (2) bituminous treated drainage layer; and (3) Portland cement concrete pavement. (c) Seeding and sodding. (d) Installation of taxiway edge lights and taxiway guidance signs, and removal and replacement of taxiway edge lights. (e) Miscellaneous storm sewer, inlet and manhole construction, and construction of pavement sub-drains. (f) Painting taxiway and apron pavement markings. Also included is all incidental, supplementary and associated work necessary to complete the above improvements.

To: Cornejo & Sons, Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

_____ Date: _____
Carl Brewer, Owner

_____ Date: _____
Victor White, Director of Airports

_____ Date: 9-8-10
Gary Rebenstorf, Director of Law
Approved as to form

_____ Date: _____
Attest

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-57

Nature of Change:

SUMMARY

Adjust Contract Quantities to Field Measured or Computed Quantities.

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-57

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0088-57 Contract Price Prior to This Change Order	$ 4,812,196.07
FAA Non-Participating Contract Price Prior to This Change Order	$ 0.00
Total Contract Price Prior to This Change Order	$ 4,812,196.07
3-20-0088-57 Net Increase Resulting from This Change Order	$ (123,857.99)
FAA Non-Participating Net Increase Resulting from This Change Order	$ 0.00
Total Net Increase Resulting from This Change Order	$ (123,857.99)
Current 3-20-0088-57 Contract Price Including This Change Order	$ 4,688,338.08
FAA Non-Participating Contract Price Including This Change Order	$ 0.00
Total Contract Price Including This Change Order	$ 4,688,338.08
Total Contract Time Prior to This Change Order	120 Calendar Days
Total Net Increase Resulting From This Change Order	0 Calendar Days
Total Contract Time Including This Change Order	120 Calendar Days
Permanent Seeding Contract Time Prior to This Change Order	10 Calendar Days
Permanent Seeding Net Increase Resulting From This Change Order	0 Calendar Days
Permanent Seeding Contract Time Including This Change Order	10 Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: [signature]

Date: 04 AUGUST 2010

The Above Changes Are Accepted:

Cornejo & Sons Inc
Contractor

By: [signature]

Date: 8-3-10

RECEIVED
AUG 05 2010
AIRPORT ENGINEERING

CHANGE ORDER # 2

FAA PROJECT # 3-20-0088-57

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary forthe following:

ITEM NO. 1: This item adjusts Final Quantities to the field measured or computed quantities. The following existing items are affected by this change:

FAA GRANT 3-20-0088-57

	ITEM	PREVIOUS QUANTITY	UNIT	UNIT COST	NEW QTY	QTY ADJUST	COST ADJUST
6	Pavement Removal	24,422	SY	$ 14.00	24,188	-234	$ (3,276.00)
7	Remove Storm Drain Pipe	492	LF	$ 20.00	622	130	$ 2,600.00
10	Remove Sanitary Sewer Pipe	773	LF	$ 15.00	186	-587	$ (8,805.00)
11	Remove Sanitary Sewer Manhole	5	EA	$ 1,100.00	2	-3	$ (3,300.00)
12	Remove Concrete Barrier	222	LF	$ 19.07	0	-222	$ (4,233.54)
13	Remove Chain Link Fence	502	LF	$ 13.52	492	-10	$ (135.20)
18	D.I. Pipe Storm Drain (18")	350	LF	$ 220.00	369	19	$ 4,180.00
20	Hydrated Lime	281	TON	$ 280.00	239	-42	$ (11,760.00)
21	Lime Treated Subgrade (9")	20,793	SY	$ 4.25	20,608	-185	$ (786.25)
22	Bituminous Material For Prime	4,159	GAL	$ 3.00	3,606	-553	$ (1,659.00)
23	Plant Mix Bituminous Mixture	263	TON	$ 100.00	317	54	$ 5,400.00
25	PCC Pavement (14") (Plain)	19,906	SY	$ 80.00	18,613	-1,293	$(103,440.00)
27	Seeding (Temporary)	128	MSF	$ 9.00	122	-6	$ (54.00)
28	Seeding (Permanent)	128	MSF	$ 27.00	122	-6	$ (162.00)
29	Mulching	128	MSF	$ 6.00	122	-6	$ (36.00)
30	Waterline (8")	666	LF	$ 52.00	892	226	$ 11,752.00
32	Condenser Water Pipe (18" DIP)	1,238	LF	$ 114.00	1,226	-12	$ (1,368.00)
33	4-Way 5" Electric Ductbank	773	LF	$ 60.00	638	-135	$ (8,100.00)
36	Temporary Security Fence	1,010	LF	$ 32.00	975	-35	$ (1,120.00)
37	Pavement Painting	608	SF	$ 2.50	786	178	$ 445.00

Note: [1] Modified from Original Contract by Change Order No. 1

GRANT NO. 3-20-0088-57 TOTALS FOR ITEM NO. 2 **$(123,857.99)**

TOTAL COST FOR CHANGE ORDER NO. 2 **$(123,857.99)**

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 5, 2010

a. KLINK 1R Resurfacing (FY 2009-2010) US 54, Kellogg from 111th to 119th Street West (north of Harry, west of Tyler) (472-84815b/707006/209471) Traffic will be maintained using flagpersons and barricades. (District IV,V) - $409,000.00

b. Redbud Multi Use Path (railroad bank between I-135 and Hillside) (472-84934/ 707018/210483) Does not affect traffic. (District I) - $300,000.00

Agenda Item No. XII-5a

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Historic Midtown Citizens Association Historic House Tour (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event sponsor Rachel Schober, Midtown Citizens Association is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Historic Midtown Citizens Association Historic House Tour, October 9& 10, 2010 10:00 am – 5:00 pm

- North Market Street, 9th Street North to 10th Street North.

The sponsor will arrange to remove the blockades as necessary to allow effected home owners and emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (2) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. XII-6a

CITY OF WICHITA
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3704 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3704 East 13th Street North is improved with a single family residence. A five foot strip of land is required as road right-of-way together with a five foot strip of land for a temporary easement during construction. Each acquisition area consists of 375 feet. The improvements will be twenty feet from the proposed right-of-way line and are not impacted as a result of the project.

Analysis: The owner agreed to accept $555, or $1 per square foot for the right-of-way and $.50 per square foot for the land within the temporary easement. This amount is over the estimated appraised value of $300, or $.53 per square foot for the right-of-way and $.27 per square foot for the temporary easement however, it is reasonable and prudent settlement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1,055 is requested. This includes $555 for the acquisition and $500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North **DATE:** September 13, 2010

COUNTY: Sedgwick **TRACT NO.:** 81

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 17th day of September, 2010, by and between

Joyce E. Perrine, a single person

245 Bourdeulac

Wichita, KS 67230

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 375 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner: $ 367.50

Approximately 375 Sq. Ft. for Temporary Easement Damages including but not limited to all improvements and real property of the landowner: $ 187.50

TOTAL: $ 555.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Joyce E. Perrine
Joyce E. Perrine

By: _____

CITY OF WICHITA

By: _____

MEMORANDA

Exact and full name of owner, as name appears of record:

Joyce E. Perrine

If mortgage or other liens, show names of holders:

Equity Bank, N.A.

REMARKS:

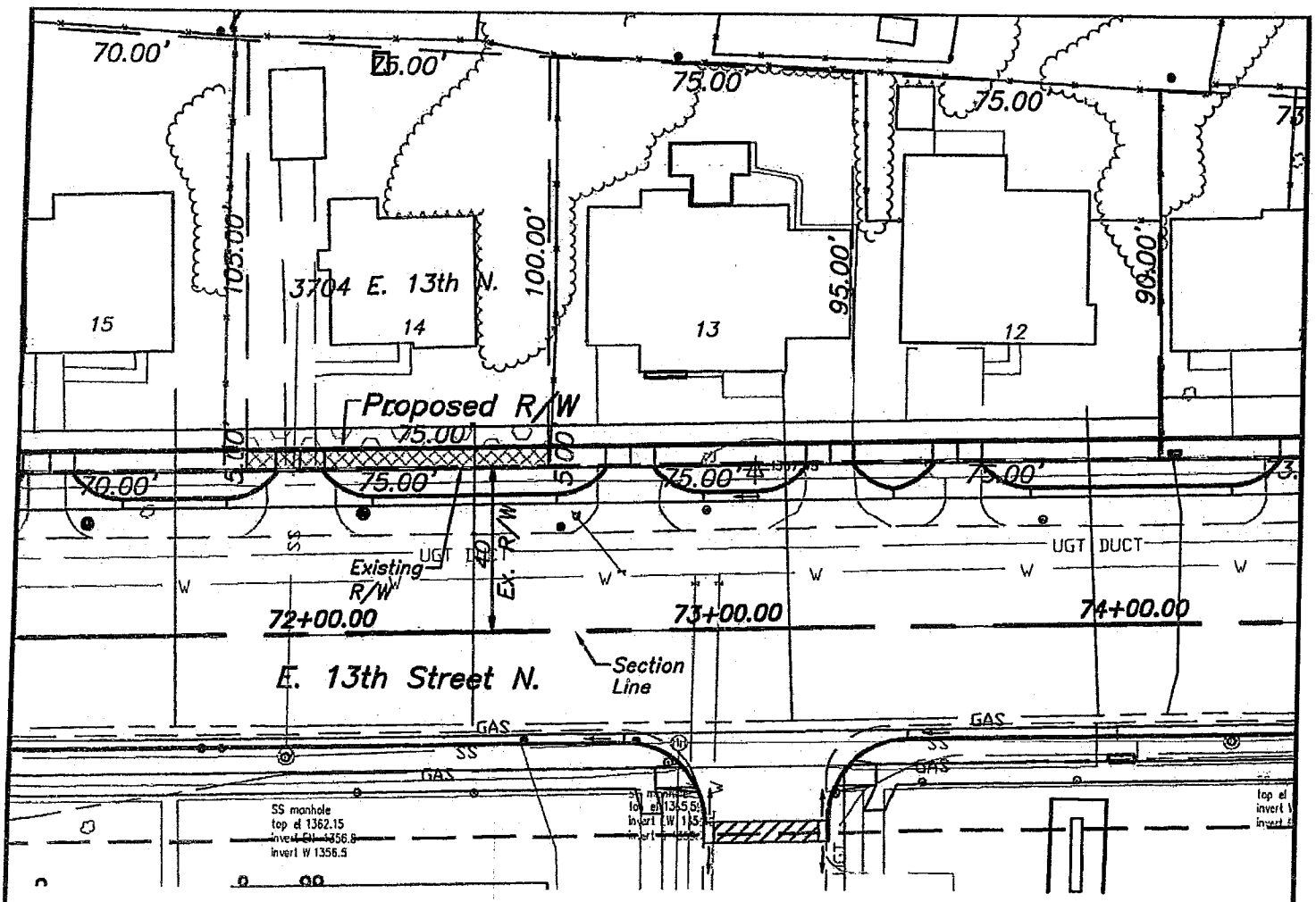
PIN/APN C 13848
Security Title File Number 2000304

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Mia Warlick
Mia Warlick, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 14, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 5.00 feet of said Lot 14, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13848

R/W ACQUISITION SIZE: 375 sq. ft.

PROPOSED R/W ACQUISITION

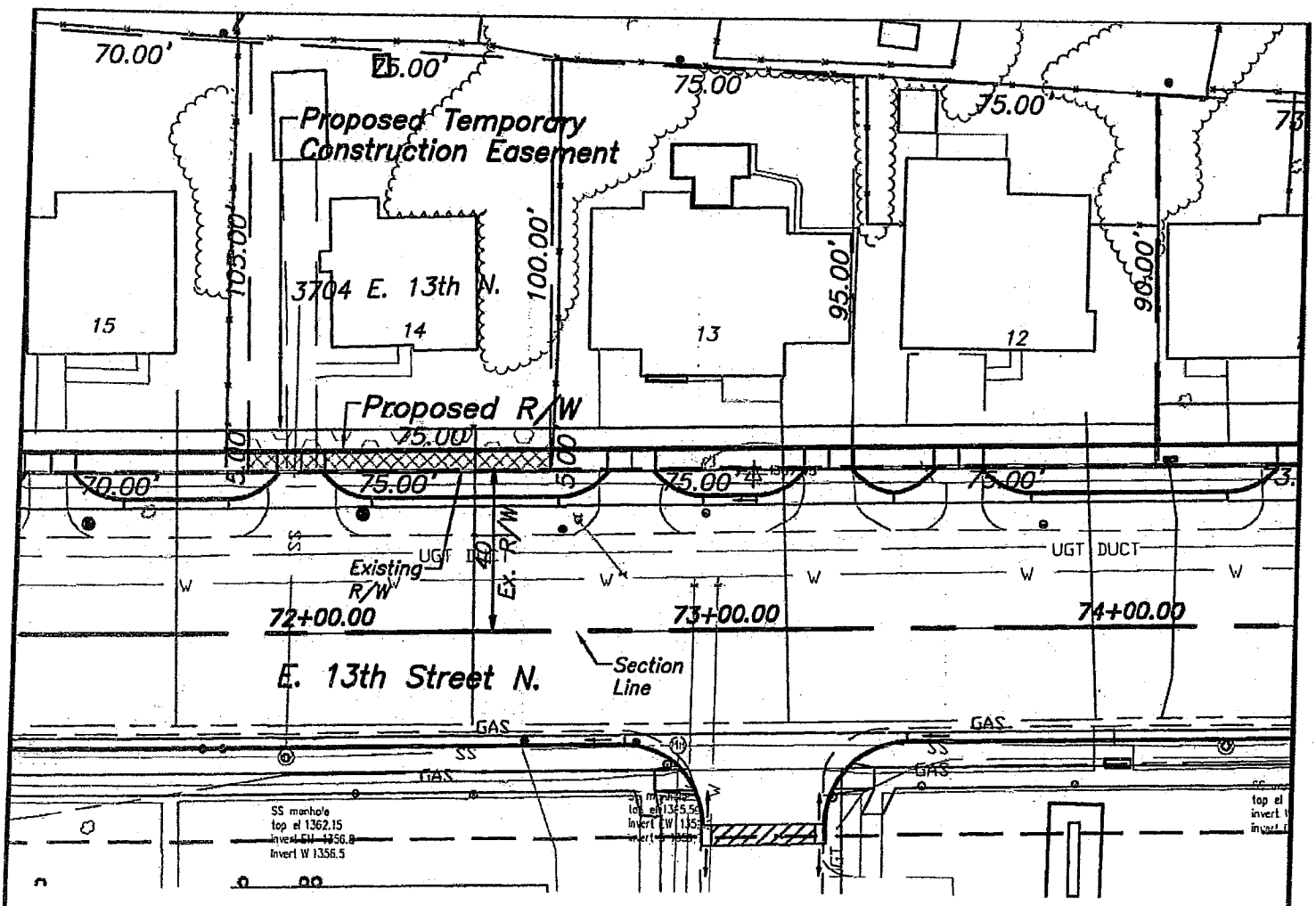
13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

ROBERT & JOYCE PERRINE
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 81



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 14, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 5.00 feet of the south 10.00 feet of said Lot 14, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13848

R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 375 sq. ft.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

ROBERT & JOYCE PERRINE
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 81

3704 East 13th Street North

Partial Acquisition

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Agenda Item No. XII-6b

CITY OF WICHITA
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3720 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3720 East 13th Street North is improved with a single family residence. A five foot strip of land is required as road right-of-way together with a five foot strip of land for a temporary easement during construction. Each acquisition area consists of 375 feet. The improvements will be twenty-two feet from the proposed right-of-way line and are not impacted as a result of the project.

Analysis: The owner agreed to accept the estimated appraised value of $300, or $.53 per square foot for the right-of-way and $.27 per square foot for the land within the temporary easement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $800 is requested. This includes $300 for the acquisition and $500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North **DATE:** August 11, 2010

COUNTY: Sedgwick **TRACT NO.:** 83

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 13th day of September, 2010, by and between

World Impact, Inc.

3701 E 13th Street North

Wichita, KS 67208-2086

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 375 Sq. Ft. for Right of Way
Damages including but not limited to all improvements and real property of the landowner: $ 200.00

Approximately 375 Sq. Ft. for Temporary Easement
Damages including but not limited to all improvements and real property of the landowner: $ 100.00

TOTAL: $ 300.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: World Impact, Inc.

By: _____ By: _____
Dennis Nichols, Finance Director

CITY OF WICHITA

By: _____

MEMORANDA

Exact and full name of owner, as name appears of record:

World Impact, Inc

If mortgage or other liens, show names of holders:

None found

REMARKS:

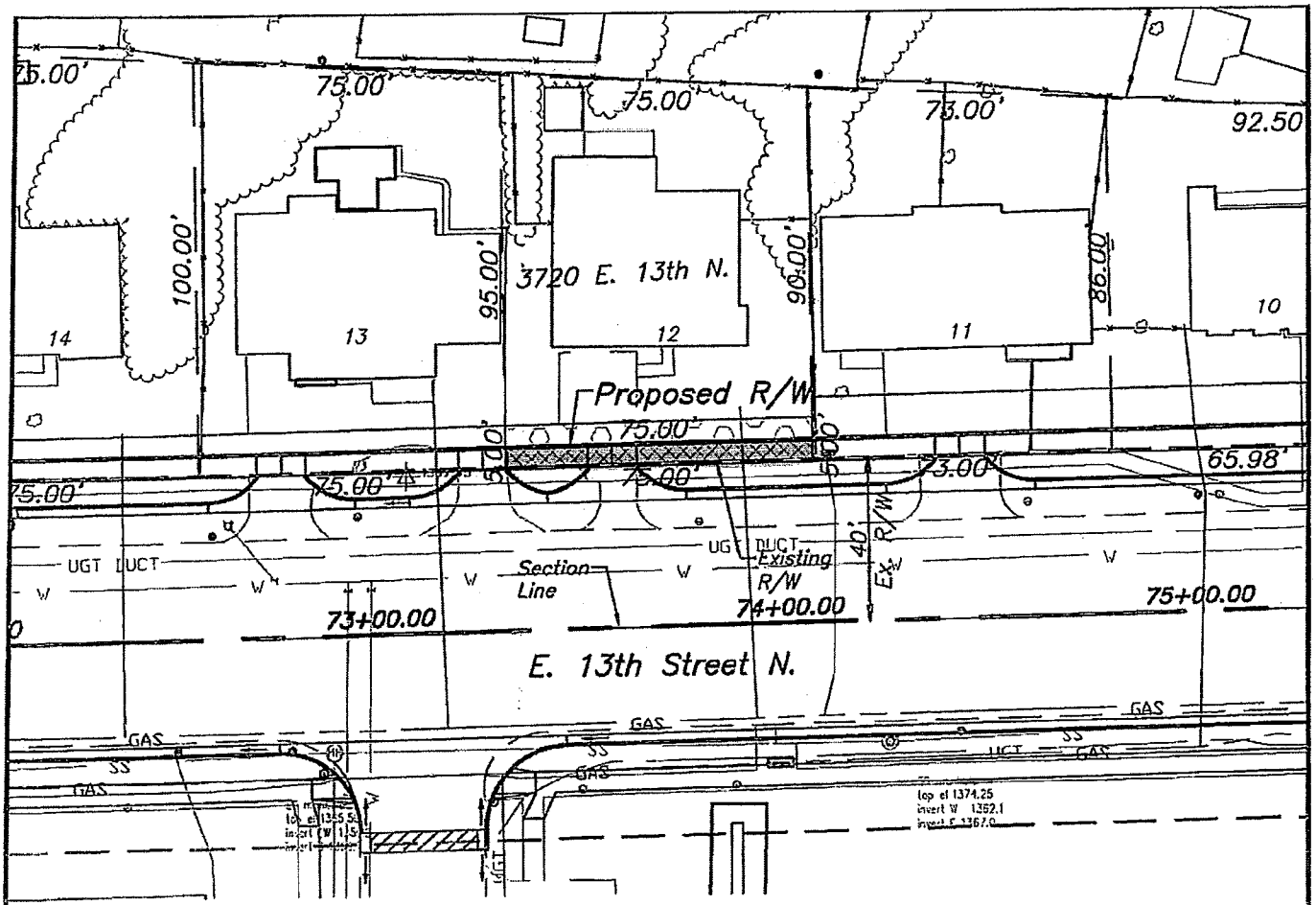
PIN/APN C 13846
Security Title File Number 2000307

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Mia Warlick, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 12, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 5.00 feet of said Lot 12, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13846

R/W ACQUISITION SIZE: 375 sq. ft.

PROPOSED R/W ACQUISITION

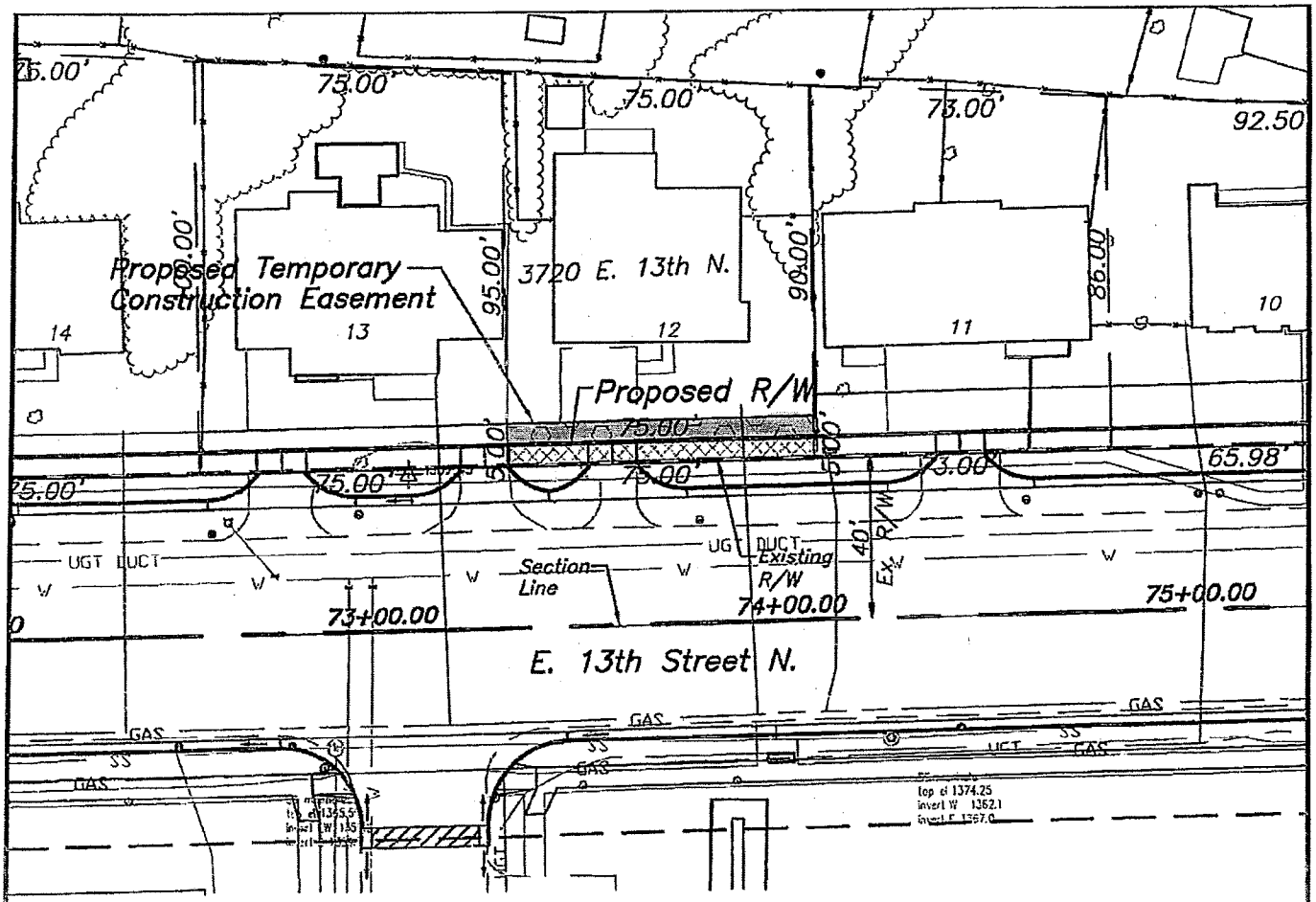
13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

WORLD IMPACT GROUP, INC
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 83



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 12, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 5.00 feet of the south 10.00 feet of said Lot 12, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13846

R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 375 sq. ft.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

WORLD IMPACT GROUP, INC
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 83

3720 East 13th Street North

Partial Acquisition

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Agenda Item No. XII-6c

CITY OF WICHITA
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3519 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3519 East 13th Street North is improved with a single family residence. A ten foot strip of land is required as road right-of-way together with a three foot strip of land for a temporary easement during construction. The right-of-way area consists of 825 square feet and the temporary area consists of 246 square feet. There are improvements within the acquisition areas such as a three step, brick stairway, trees and landscaping. The residential improvements will remain thirty-two feet from the proposed right-of-way line.

Analysis: The owner agreed to accept $3,760; an amount comprised of $.80 per square foot for the right-of-way, $.41 per square foot for the temporary easement, $1,000 as damages to the trees and landscaping, and $2,000 as damages to the brick stairway. The settlement of $3,760 is above the original offer of estimated value of $3,500. The only adjustment in the acquisition price was for right-of-way; the right-of-way is being acquired at $.80 per square foot instead of $.48 per square foot. The county appraised value supports this adjustment and therefore, the settlement is reasonable and prudent.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $4,510 is requested. This includes $3,760 for the acquisition and $750 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North **DATE:** September 7, 2010

COUNTY: Sedgwick **TRACT NO.:** 74

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 14th day of September, 2010., by and between

Olivia D. Jacobs, a single person

6414 E. 12th Street North

Wichita, KS 67206

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 825 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner: $ 3,660.00

Approximately 246 Sq. Ft. for Temporary Easement Damages including but not limited to all improvements and real property of the landowner: $ 100.00

TOTAL: $ 3,760.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written. It is further agreed that a note will be added to the construction plans that the tree located south of the SW edge of the temporary construction easement will be protected from damage during construction.

LANDOWNERS:

By: Olivia D. Jacobs
Olivia D. Jacobs

By: _____

THE CITY OF WICHITA

By: _____

MEMORANDA

Exact and full name of owner, as name appears of record:

John G. Jacobs Jr., and Olivia D. Jacobs

If mortgage or other liens, show names of holders:

None found

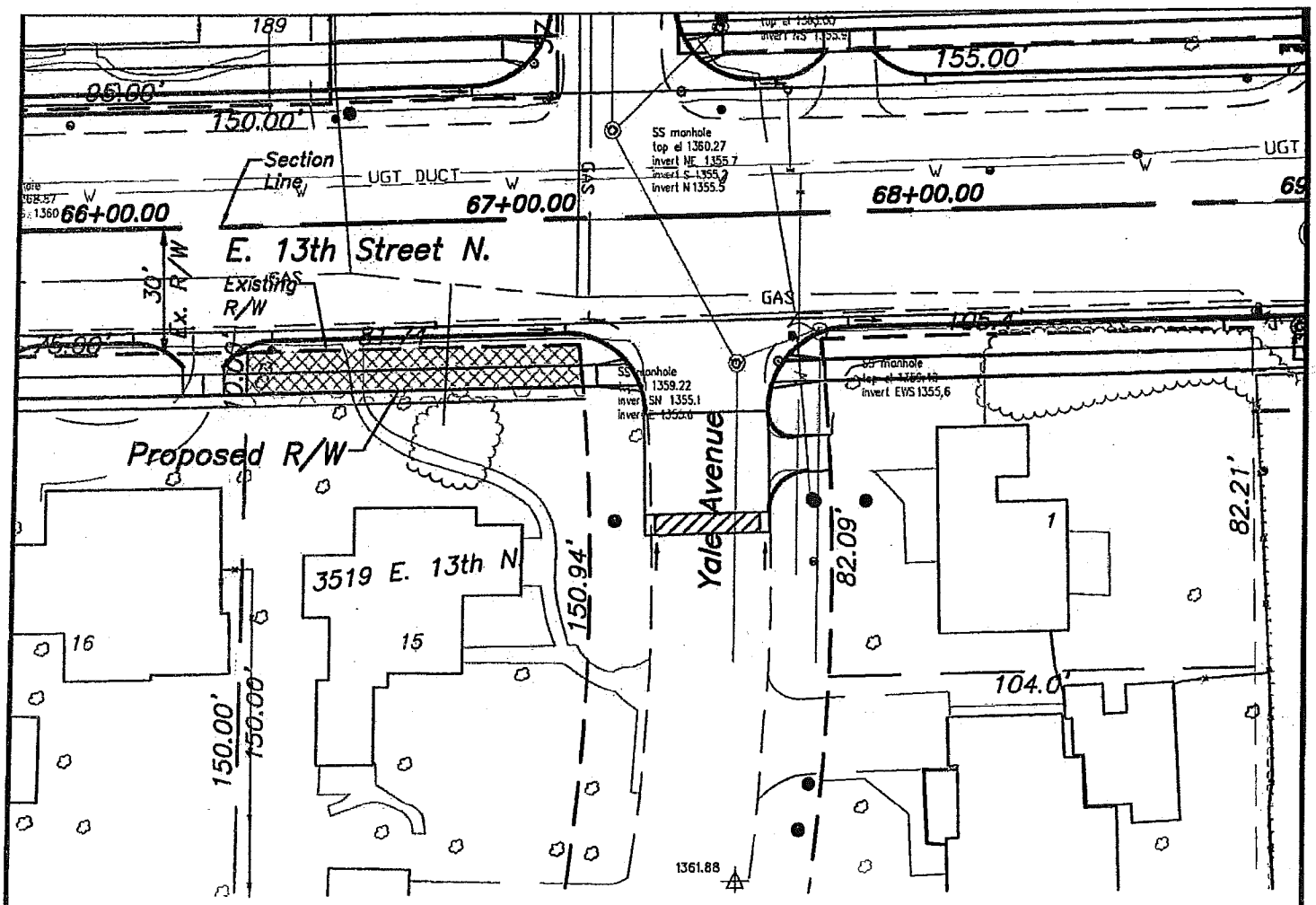
REMARKS: John G. Jacobs, Jr. deceased
PIN/APN C 11833
Security Title File Number 2000295

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Mia Warlick
Mia Warlick, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 15, Cherrywynd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 10.00 feet of said Lot 15, as measured perpendicularly to the north line of said Lot 15, as platted in Cherrywynd Addition.

TAX KEY #: C11833

R/W ACQUISITION SIZE: 825 Sq. ft.

PROPOSED R/W ACQUISITION

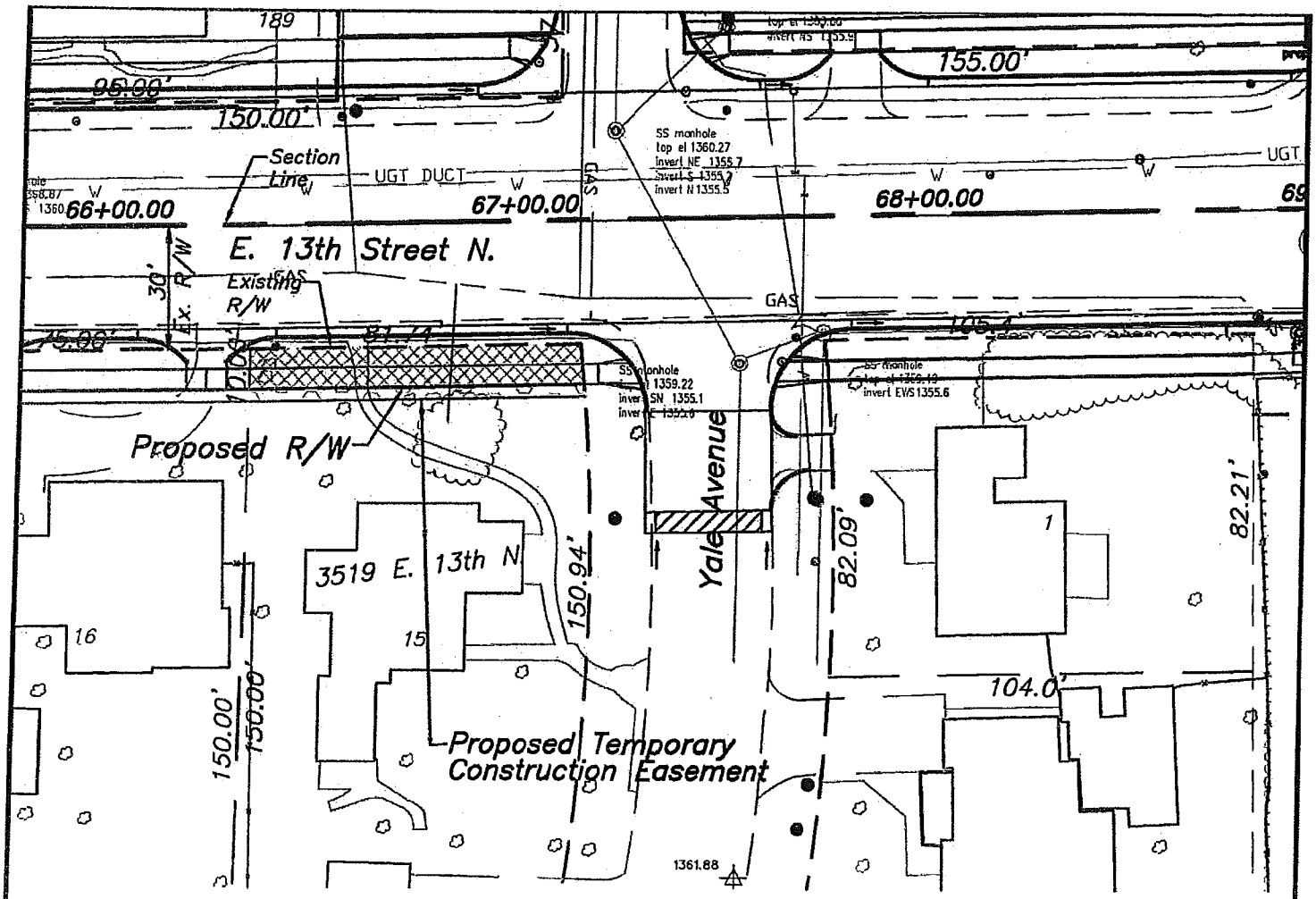
13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

JOHN JACOBS JR
SEC 14-T27-R1E

SCALE: 1" = 40'

Tract No. 74



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 15, Cherrywynd Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 3.00 feet of the north 13.00 feet of said Lot 15, as measured perpendicularly to the north line of said Lot 15, as platted in Cherrywynd Addition.

TAX KEY #: C11833

R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 246 Sq. ft.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

JOHN JACOBS JR
SEC 14-T27-R1E

SCALE: 1" = 40'

Tract No. 74

3519 East 13th Street North

Partial Acquisition

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Agenda Item No.XII-6d

CITY OF WICHITA
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3612 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13th Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3612 East 13th Street North is improved with a single family residence. A five foot strip of land is required as road right-of-way together with a five foot strip of land for a temporary easement during construction. Each of the acquisition areas consist of 335 square feet. The residential improvements will be twenty feet from the proposed right-of-way line.

Analysis: The owner agreed to accept $525.40, or $1 per square foot for the right-of-way and $.50 per square foot for the land within the temporary easement. This amount is over the estimated appraised value of $300, or $.53 per square foot for the right-of-way and $.27 per square foot for the temporary easement however, it is reasonable and prudent settlement.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $1025.40 is requested. This includes $525.40 for the acquisition and $500 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the agreement and; 2) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

PROJECT: 13th Street North **DATE:** September 13, 2010

COUNTY: Sedgwick **TRACT NO.:** 78

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 17th day of September, 2010, by and between

Joyce E. Perrine, a single person

245 Bourdeulac

Wichita, KS 67230

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 335 Sq. Ft. for Right of Way Damages including but not limited to all improvements and real property of the landowner: $ 347.90

Approximately 355 Sq. Ft. for Temporary Easement Damages including but not limited to all improvements and real property of the landowner: $ 177.50

TOTAL: $ 525.40

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Joyce E. Perrine
Joyce E. Perrine

By: _____

CITY OF WICHITA

By: _____

MEMORANDA

Exact and full name of owner, as name appears of record:

Bankers Trust Company of California, N.A. as Trustee for Vendee Mortgage Trust Number 1998-3. Subject to Installment contract to Robert W. Perrine and Joyce E. Perrine

If mortgage or other liens, show names of holders:

Dept. of Veterans Affairs, Loan Guaranty Division, P.O.Box 20077, Wichita, KS 67208-1077

REMARKS:

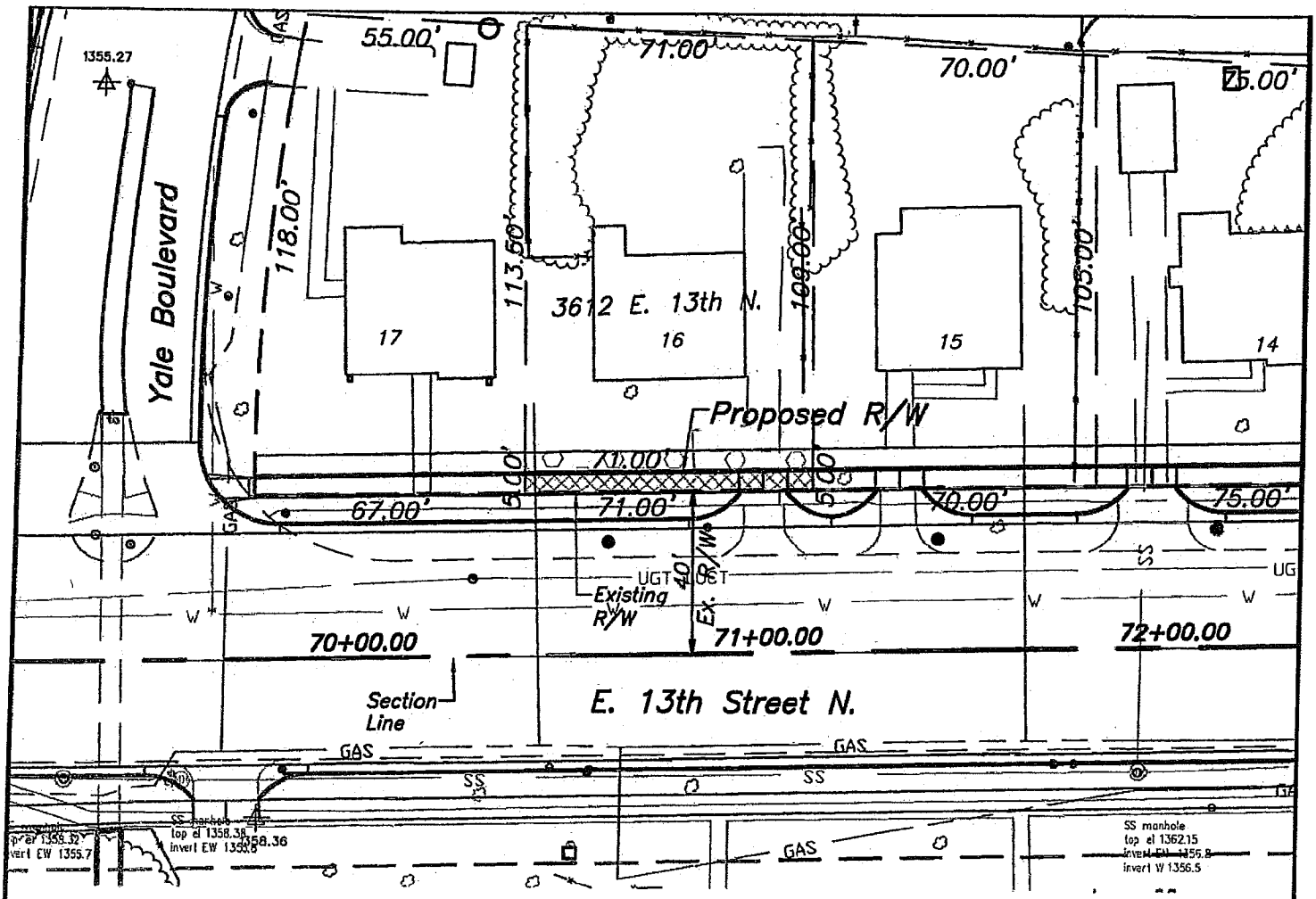
PIN/APN C 13850
Security Title File Number 2000300

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Mia Warlick
Mia Warlick, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lot 16, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the south 5.00 feet of said Lot 16, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13850

R/W ACQUISITION SIZE: 335 sq. ft.

PROPOSED R/W ACQUISITION

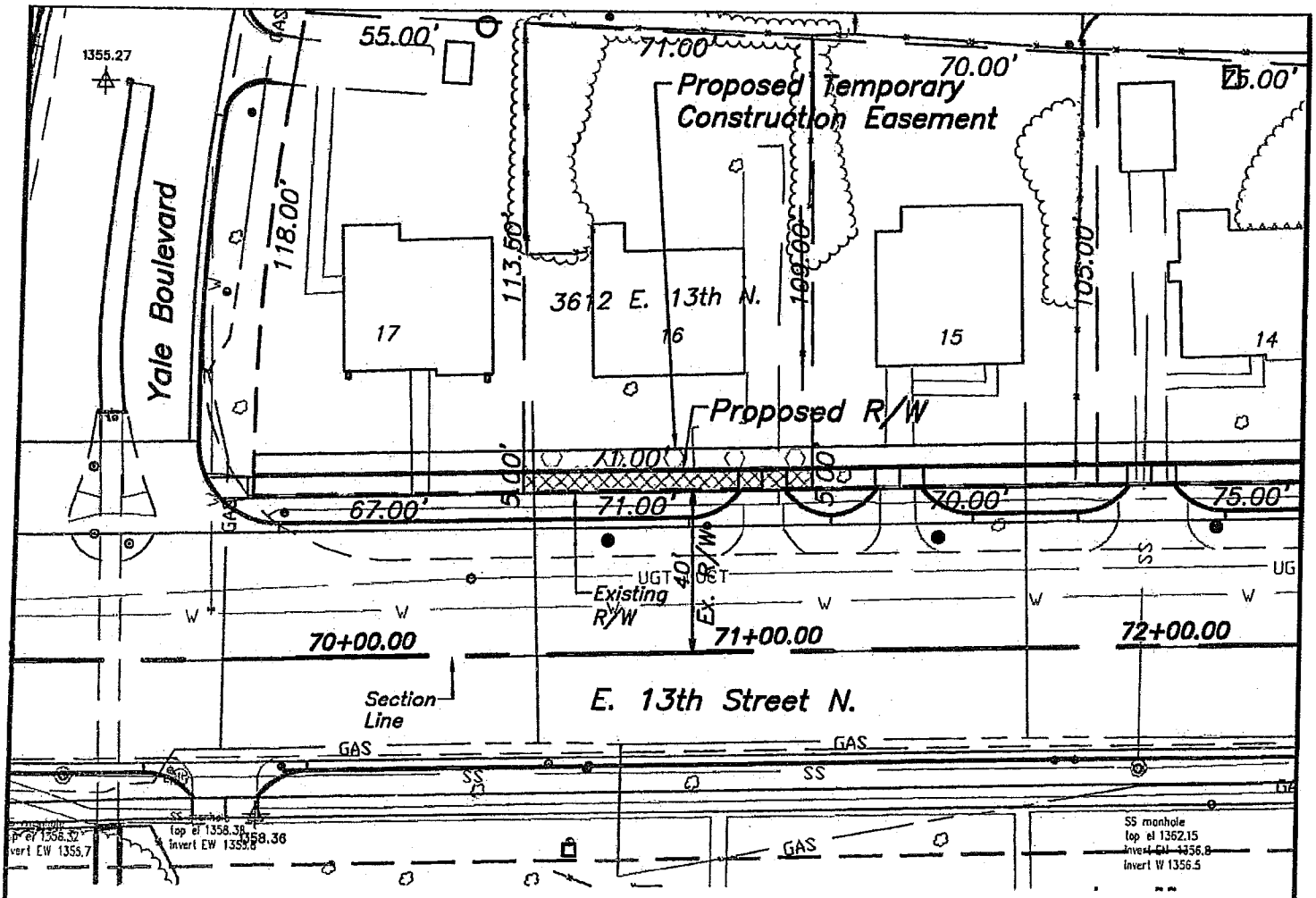
13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

VENDEE MORTGAGE TRUST 1998-3
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 78



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lot 16, Block C, Yale Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 5.00 feet of the south 10.00 feet of said Lot 16, Block C, as platted in Yale Heights Addition.

TAX KEY #: C13850

R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 355 sq. ft.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER

TRACT MAP

VENDEE MORTGAGE TRUST 1998-3
SEC 11-T27-R1E

SCALE: 1" = 40'

Tract No. 78

3612 East 13th Street North

Partial Acquisition

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting

October 5, 2010

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On June 7, 2010, the Board of Code Standards and Appeals conducted a hearing on the property listed below as item a. On September 13, 2010, the Board of Code Standards and Appeals conducted hearings on the five (5) properties listed below as items b through f. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address	Council District
a. 1454 North New York	I
b. 1600 North Piatt	I
c. 935 North Ohio	I
d. 934 South Emporia (front structure)	I
e. 936 South Emporia (rear structure)	I
f. 1427 North Broadview	I

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

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on November 16, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-267

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1454 N. NEW YORK MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1454 N. NEW YORK, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 25 x 48 feet in size. Vacant for at least 3 years, this structure has a sagging composition roof; deteriorated front and rear porches; and the fascia, wood trim and rafter tails are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-268

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1600 N. PIATT MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1600 N. PIATT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 89 x 36 feet in size. Vacant and open, this structure has damaged and missing asphalt siding shingles; deteriorated metal siding; badly worn composition roof, with missing shingles; and the front porches have exposed structural members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-269

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 935 N. OHIO MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 935 N. OHIO, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one half story frame dwelling about 23 x 46 feet in size. Vacant for at least a year, this structure has rotted and missing wood lap siding; badly worn composition roof with missing shingles; rotted and missing wood trim and framing members; dteriorated front and side porches; and the 16 x 20 foot two-story, concrete block and frame accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-270

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 934 S. EMPORIA (FRONT STRUCTURE) MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 934 S. EMPORIA (front structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 26 x 40 feet in size. Vacant and open, this structure has a cracking concrete crawl space; rotted siding shingles with broken and missing shingles; sagging and badly worn composition roof with missing shingles; deteriorated front porch; dilapidated rear porch; and the soffits and fascia are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-271

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 936 S. EMPORIA (REAR STRUCTURE) MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 936 S. EMPORIA (rear structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 20 x 27 feet in size. Vacant for at least 2 years, this structure has broken wood siding; badly worn composition roof with missing shingles, deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 8 AND OCTOBER 15, 2010

RESOLUTION NO. 10-272

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1427 N. BROADVIEW MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 5th day of October 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the 16th day of November 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1427 N. BROADVIEW, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 43 x 28 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete basement walls, rotted and missing vinyl and wood siding; badly worn composition roof with holes and missing shingles; deteriorated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 5th day of October 2010.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1454 N. NEW YORK** and legally described as: **LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 25 x 48 feet in size. Vacant for at least 3 years, this structure has a sagging composition roof; deteriorated front and rear porches; and the fascia, wood trim and rafter tails are rotted.

(b) Street Address: 1454 N. NEW YORK

(c) Owners:
Sid Jeffery & Letha Lee Jeffery
5130 E. 46th N
Belaire, KS 67220

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1454 N. NEW YORK

LEGAL DESCRIPTION: LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25 x 48 feet in size. Vacant for at least 3 years, this structure has a sagging composition roof; deteriorated front and rear porches; and the fascia, wood trim and rafter tails are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1454 N. NEW YORK** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 19 AND 21, ON UNION AVENUE, NOW NEW YORK AVENUE, MILFORD'S REPLAT OF LOTS 1 TO 29 ON UNION AVENUE, 2 TO 30 AND 1 TO 29 ON ORANGE AVENUE, AND LOTS 2 TO 30 ON HYDRAULIC AVENUE, SPRING GROVE SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1454 N. NEW YORK, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 25 x 48 feet in size. Vacant for at least 3 years, this structure has a sagging composition roof; deteriorated front and rear porches; and the fascia, wood trim and rafter tails are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1600 N. PIATT** and legally described as: **LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 89 x 36 feet in size. Vacant and open, this structure has damaged and missing asphalt siding shingles; deteriorated metal siding; badly worn composition roof, with missing shingles; and the front porches have exposed structural members.

(b) Street Address: 1600 N. PIATT

(d) Owners:
Richard J. Maldonado
3318 N. Hazelwood
Wichita, KS 67205

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(i) Mortgage Holder(s):
Bank Haven
8718 W. 13th N.
Wichita, KS 67212

(j) Interested Parties: None

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1600 N. PIATT

LEGAL DESCRIPTION: LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 89 x 36 feet in size. Vacant and open, this structure has damaged and missing asphalt siding shingles; deteriorated metal siding; badly worn composition roof, with missing shingles; and the front porches have exposed structural members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1600 N. PIATT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 48, 50, 52 AND 54, EXCEPT THE EAST 3 FEET FOR STREET, ON GUY, NOW PIATT AVENUE, LOGAN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1600 N. PIATT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 89 x 36 feet in size. Vacant and open, this structure has damaged and missing asphalt siding shingles; deteriorated metal siding; badly worn composition roof, with missing shingles; and the front porches have exposed structural members.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **935 N. OHIO** and legally described as: **LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one and one half story frame dwelling about 23 x 46 feet in size. Vacant for at least a year, this structure has rotted and missing wood lap siding; badly worn composition roof with missing shingles; rotted and missing wood trim and framing members; dteriorated front and side porches; and the 16 x 20 foot two-story, concrete block and frame accessory structure is dilapidated.

(b) Street Address: 935 N. OHIO

(e) Owners:
Viola Horner & Lacy Horner
8029 Dresden Lane
Wichita, KS 67207

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

City of Wichita
Neighborhood Improvement Services
332 Riverview
Wichita, KS 67203

(k) Mortgage Holder(s):
City of Wichita
Neighborhood Improvement Services
332 Riverview
Wichita, KS 67203

(l) Interested Parties:

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 935 N. OHIO

LEGAL DESCRIPTION: LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one half story frame dwelling about 23 x 46 feet in size. Vacant for at least a year, this structure has rotted and missing wood lap siding; badly worn composition roof with missing shingles; rotted and missing wood trim and framing members; dteriorated front and side porches; and the 16 x 20 foot two-story, concrete block and frame accessory structure is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **935 N. OHIO** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 21 AND 23, ON OHIO AVENUE, MOORE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 935 N. OHIO, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one half story frame dwelling about 23 x 46 feet in size. Vacant for at least a year, this structure has rotted and missing wood lap siding; badly worn composition roof with missing shingles; rotted and missing wood trim and framing members; dteriorated front and side porches; and the 16 x 20 foot two-story, concrete block and frame accessory structure is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **934 S. EMPORIA (FRONT STRUCTURE)** and legally described as: **THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 26 x 40 feet in size. Vacant and open, this structure has a cracking concrete crawl space; rotted siding shingles with broken and missing shingles; sagging and badly worn composition roof with missing shingles; deteriorated front porch; dilapidated rear porch; and the soffits and fascia are rotted.

(b) Street Address: 934 S. EMPORIA (front structure)

(f) Owners:
Jeffrey L. Hopper & Marie R. Hopper
841 S. Edgemoor
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Charles K. Metzker & Amy A. Metzker
11706 Mackey Street
Overland Park, KS 66210-1950

Laverne E. Longacre
POST ON PROPERTY

(m) Mortgage Holder(s):
Bankers Trust Company of California
as Trustee for Vendee Mortgate
POST ON PROPERTY

Commerce Bank
Attn: Stacey Meier
1551 N. Waterfront Parkway
Wichita, KS 67206

(n) Interested Parties: None

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 934 S. EMPORIA (front structure)

LEGAL DESCRIPTION: THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 40 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted siding shingles with broken and missing shingles; sagging and badly worn composition roof with missing shingles; deteriorated front porch; dilapidated rear porch; and the soffits and fascia are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **934 S. EMPORIA (FRONT STRUCTURE)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 934 S. EMPORIA (front structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 26 x 40 feet in size. Vacant and open, this structure has a cracking concrete crawl space; rotted siding shingles with broken and missing shingles; sagging and badly worn composition roof with missing shingles; deteriorated front porch; dilapidated rear porch; and the soffits and fascia are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **936 S. EMPORIA (REAR STRUCTURE)** and legally described as: **THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 20 x 27 feet in size. Vacant for at least 2 years, this structure has broken wood siding; badly worn composition roof with missing shingles, deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

(b) Street Address: 936 S. EMPORIA (rear structure)

(g) Owners:
Jeffrey L. Hopper & Marie R. Hopper
841 S. Edgemoor
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Charles K. Metzker & Amy A. Metzker
11706 Mackey Street
Overland Park, KS 66210-1950

Laverne E. Longacre
POST ON PROPERTY

(o) Mortgage Holder(s):
Bankers Trust Company of California
as Trustee for Vendee Mortgate
POST ON PROPERTY

Commerce Bank
Attn: Stacey Meier
1551 N. Waterfront Parkway
Wichita, KS 67206

(p) Interested Parties: None

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 936 S. EMPORIA (rear structure)

LEGAL DESCRIPTION: THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 20 x 27 feet in size. Vacant for at least 2 years, this structure has broken wood siding; badly worn composition roof with missing shingles, deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **936 S. EMPORIA (REAR STRUCTURE)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 17 FEET OF LOT 100 AND THE NORTH 16 2/3 FEET OF LOT 102, BLOCK 13, ORME AND PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 936 S. EMPORIA (rear structure), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 20 x 27 feet in size. Vacant for at least 2 years, this structure has broken wood siding; badly worn composition roof with missing shingles, deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 4

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1427 N. BROADVIEW** and legally described as: **LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **November 16, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____
Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

_____
Notary Public

My Appointment Expires:
_____

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 43 x 28 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete basement walls, rotted and missing vinyl and wood siding; badly worn composition roof with holes and missing shingles; deteriorated front porch; and the wood trim and framing members are rotted.

(b) Street Address: 1427 N. BROADVIEW

(h) Owners:
Angela M. Littlejohn
662 Pusan Rd Apt #C
Ft Lee, VA 23801

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(q) Mortgage Holder(s):
Jerry Alan Ligon & Kathleen A. Ligon
711 Bent Ridge Ln
Elgin, IL 60120-5100

Colonial Central Savings Bank
c/o Citi Mortgage
95 Methodist Hill Dr. Suite #100
Rochester, NY 14623

(r) Interested Parties:
Anita M. Spell & Byron R. Colcher Jr
2239 Walter Griffis Rd
Odum, GA 31555

DATE: September 16, 2010

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1427 N. BROADVIEW

LEGAL DESCRIPTION: LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 43 x 28 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete basement walls, rotted and missing vinyl and wood siding; badly worn composition roof with holes and missing shingles; deteriorated front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

OCA: 230200

_____PUBLISHED IN THE WICHITA EAGLE ON_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1427 N. BROADVIEW** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **5th day of October 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.
That a hearing will be held on the **16th day of November 2010**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, BLOCK W, UNIVERSITY PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1427 N. BROADVIEW, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 43 x 28 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete basement walls, rotted and missing vinyl and wood siding; badly worn composition roof with holes and missing shingles; deteriorated front porch; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **5th day of October 2010**.

_____
Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Senior Management Expenses
For the Month of August 2010

Employee by Department	Purpose	Amount
07-Fire		
Ron Blackwell, Fire Chief	International Association of Fire Chiefs Conference, Chicago, IL	$ 2,077.99
09-Housing & Community Services		
Mary K Vaughn, Director of Housing & Community Services	HUD Sustainability Conference, Kansas City, MO	349.00
Total		**$ 2,426.99**

City of Wichita
City Council Meeting
October 5, 2010

TO: Mayor and City Council

SUBJECT: Kansas Department of Commerce Attraction Development Grant
WATER Center Education Exhibits (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the grant application.

Background: The environmental education mission of the Wichita Area Treatment, Education and Remediation (WATER) Center, 101 East Pawnee, is to address water quality resources, emphasizing hydrological processes, groundwater remediation, impacts to public health and the environment, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups and the general public.

On June 19, 2007, Environmental Health presented a conceptual exhibit plan prepared by Taylor Studios Inc. during a City Council workshop. The City Council recommended that Environmental Health seek outside grants and sponsors to fund additional exhibits.

The Kansas Department of Commerce's Attraction Development Grant offers a grant that will provide partial funding for the next phase of exhibit installation, which includes two WATER Center exhibits: "How Do You Use Water/Water It's More Than You Drink" and the "Welcome Panel."

Analysis: Staff requests authorization to apply for the Attraction Development Grant in the amount of $29,000. The grant would fund the design, fabrication and installation of the exhibit titled "Welcome Panel." Under authority of City of Wichita Administrative Regulation 2.4, the City Manager is authorized to submit the application where delay would invalidate the application.

The match required for the Attraction Development Grant is dependent on the award of three additional grants identified for this phase of exhibit installation. Environmental Health is seeking funding from:

- Union Pacific Foundation request for $32,500 (application approved by the City Council on August 10, 2010)
- Lattner Foundation request for $12,500 (application approved by the City Council on August 24, 2010)
- Kansas Health Foundation Recognition Grant request for $25,000 (application approved by the City Council on August 24, 2010)

If the grants are not funded or partially funded, additional funding sources will be identified before the project commences. By combining two exhibits into one project, costs are reduced for installation.

Financial Considerations: The Environmental Health division is requesting Attraction Development Grant funding of $29,000 to complete the $99,000 exhibit phase installation. The grant requires a match of 60%.

Goal Impact: This grant application addresses the Quality of Life goal by educating citizens on water pollution and conservation concepts to protect the City's natural resources.

Legal Considerations: The grant agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended the City Council approve the grant application, the grant award and authorize the necessary signatures.

Attachment: Grant application and memo.

PUBLIC WORKS
ENVIRONMENTAL HEALTH **INTEROFFICE MEMORANDUM**

TO: Robert Layton, City Manager

FROM: Joe Pajor, Assistant Director of Public Works

CC: Chris Carrier, Director of Public Works
Don Henry, Environmental Health Manager
Becky Lewis, Environmental Compliance Manager
Shawn Maloney, Environmental Assessment Remediation Supervisor
Libby Albers, WATER Center

SUBJECT: Kansas Department of Commerce Attractions Development Grant

DATE: September 21, 2010

Request: Please authorize the Environmental Health (EH) Division to apply for a $29,000 Kansas Department of Commerce grant whose application deadline is September 30, 2010. This item will be placed on the October 5th Council Meeting Agenda for Council consideration.

Background: The Wichita Area Treatment, Education and Remediation (WATER) Center's (101 E. Pawnee) environmental education mission is to address water quality resources, emphasizing hydrological processes, groundwater remediation, impacts to public health and the environment, and the inter-relationship between groundwater and the Arkansas River. The facility provides a unique and important educational destination for schools, civic groups, and the general public.

On June 19, 2007 Environmental Health presented a conceptual exhibit plan prepared by Taylor Studios Inc. during a Council Workshop. The Council recommended that EH seek outside grants and sponsors to fund additional exhibits.

The Kansas Department of Commerce offers a grant which will provide partial funding for the next phase of exhibit installation which includes two WATER Center exhibits: "How Do You Use Water?" and "Welcome Panel." Funding for the grant program was not allocated by the State until mid-August.

Analysis: The Public Works' Environmental Health Division requests authorization to apply for the *Kansas Department of Commerce Grant* in the amount of $29,000. The grant would fund the design, fabrication and installation of the exhibit titled "Welcome Panel."

Environmental Health is seeking four funding sources for two exhibits for a total of $99,000:

- Union Pacific Foundation request for $32,500 (Application approved by City Council on August 10, 2010)
- Lattner Foundation request for $16,500 (Application approved by City Council on August 24, 2010)
- Kansas Health Foundation Recognition Grant request for $25,000 (Application approved by City Council on August 24, 2010)
- Kansas Department of Commerce's Attraction Development Grant request for $25,000 (Application on the City Council agenda for October 5, 2010)

If the grants are not funded or partially funded, additional funding sources will be identified before project efforts commence. By combining two exhibits into one project, costs are reduced for installation.

Financial Considerations: The Environmental Health division is requesting *Kansas Department of Commerce* funding of $29,000 to complete the $99,000 exhibit installation. The grant requires a 60% match which will be met by outside funding such as grants and in-kind efforts.

Approved: _____ Date: _____
Robert Layton, City Manager

KANSAS
DEPARTMENT OF COMMERCE
Travel & Tourism

ATTRACTION DEVELOPMENT GRANT PROGRAM
2010 APPLICATION

(1.) BUSINESS INFORMATION

Applicant Name: WATER Center – City of Wichita, Public Works Department

Legal Name: _____
(If different from applicant name)

Address: 101 E. Pawnee

City: Wichita State: Kansas Zip Code: 67211

County: Sedgwick FEIN: 48-6000653

Telephone: 316-337-9262 Fax: 316-337-9266

E-mail: lalbers@wichita.gov

Web Address: www.wichita.gov/cityoffices/environmental/watercenter/

Contact Information

Project Manager: Chris Carrier Title: Director, Public Works

Address: City Hall, 455 N. Main

City: Wichita State: Kansas Zip Code: 67202

E-mail: ccarrier@wichita.gov Telephone: 316-268-4422

Project Contact Person: Libby Albers, WATER Center Telephone:316-337-9262
(If different from Project Manager)

Project Location

City: Wichita County: Sedgwick
(If not located within city boundaries provide a map of Project location.)

Type of Business
(See Grant Guidelines "Eligible Applicants" to determine type of business)
_____Not-For-Profit (Attach not-for-profit certificate)
_X__Government
_____For-Profit

(2.) TOTAL PROJECT COST	**$685,826**	**Phased Installations**
Phase A – Aquarium Panels, River Exhibit	$ 36,700	*Completed 2006*
Phase B – Water Conservation, Closer Look	$135,670	*Completed 2007*
Phase C – Protecting the Water, Opposites Attract	$ 66,000	*Completed 2010*
Phase C1 – Donor Recognition Window	$ 576	*Completed 2010*
Attraction Development Grant Project:		
Phase D – Welcome & Water It's More Than...	**$ 99,000**	**Projected 2011**
Phase E – Journey Underground, Commercial Uses of Water, Global Hydrocycle	$145,000	*TBA*
Phase F – Gilbert-Mosley Project	$124,130	*TBA*
Phase G – Three Forms, Opposite Attract	$105,000	*TBA*

To complete "Installation Phase D" of the Total Project:

Grant Funds Requested: $29,000

Applicant's Share of Grant Project's Cost (Leveraged Funding): $70,000
(Attach letters of intent from sources of funding.)

Source of Funding	Contact	Phone No.	Amount	Notification
1. Union Pacific Foundation	N/A	(402)544-5600	**$ 32,500***	02/2011
2. Lattner Family Foundation	Martha Walker	(561)278-3781	**$12,500***	12/2010
3. Kansas Health Foundation	N/A	(316)262-7676	**$25,000***	12/2010
		Total Cash Funds	$ 70,000*	

**funding is pending award of grants listed above. Project work will not commence until funding sources are secured.*

In-kind Contributions
Attach letters from businesses and organizations detailing the method used to value the labor or goods.

There are no in-kind donations to complete "Installation Phase D" of the Total Project, however in the event of a funding shortfall, an in-kind sponsorship of WATER Center staff effort can be provided. In-kind sources were used to complete portions of earlier Phases. See the *Captive Flow* budget on page four of this application for a listing of Total Project sponsorships.

Organization	Contact Person	Phone Number	Amount
1. _____	_____	_____	$ _____
		Total In-kind	$ _____

Please format your project budget using the Project Budget example. Attach supporting documentation as outlined in the same section. Applicants must provide the name of each contractor, supplier and/or vendor and the description of each service being provided.

(3.) PROJECT BUDGET

The budget below is ONLY for "Phase D" of the *Captive Flow* exhibition design, construction and installation. "Phase D" includes the final design, construction and installation of the three interpretive exhibits: the Introduction Panel and the Water: It's More Than You Drink interactive exhibit. An overview of the entire, multi-year *Captive Flow* project is provided on the following page.

Item	Project Expense	Contractor/Vendor/ Supplier	Leveraged Funds (Cash)	Leveraged Funds (in-kind)	Grant Funds	Total Per Item
Welcome Panel	Conceptual Design Revisions	Taylor Studios, Inc.				
	Final design (12%)					
	Final graphic design, photographs, and illustrations (5%)					
	Production					
	Project Management, administration, samples, miscellaneous (5%)					
	Shipping & handling, installation, and install expenses (9%)		0	0	29,000	29,000
Water: It's More Than You Drink/How Do You Use Water?	Conceptual Design Revisions	Taylor Studios, Inc				
	Final design (12%)					
	Final graphic design, photographs, and illustrations (5%)					
	Production					
	Project Management, administration, samples, miscellaneous (5%)					
	Shipping & handling, installation, and install expenses (9%)		70,000	0	0	70,000
Total Amount of Funds			**$70,000**	**0**	**$29,000**	**99,000**

Supporting quote from Taylor Studios Inc. for the above budget is attached.

(3.A) **SUPPORTING DOCUMENTATION** – PHASE D QUOTE

TAYLOR STUDIOS INC.

1320 Harmon Drive, Rantoul, IL 61866
Phone: 217-893-4874 Fax: 217-893-1998
www.taylorstudios.com

Quotation

Client: City of Wichita

Project: How Do You Use Water & Welcome Panel

Location: Wichita, KS

Date: July 26, 2010

Dwg. \ Ref. Number	Qty.	Description	2010 Design Cost	2010 Fabrication Cost	2010 Installation Cost	2010 Total Cost
14	1	Conceptual Exhibit: How Do You Use Water	$ 11,000	$ 47,000	$ 12,000	$ 70,000
5	1	Conceptual Exhibit: Welcome Panel	$ 5,000	$ 19,000	$ 5,000	$ 29,000
		Total	**$ 16,000**	**$ 66,000**	**$ 17,000**	**$ 99,000**

Taylor Studios, Inc.
Wichita, City of - How Do You Use Water & Welcome Panel - Quote

7/26/2010 3:00 PM
Page 1 of 1

(3.B) **SUPPORTING DOCUMENTATION** – TOTAL PROJECT BUDGET

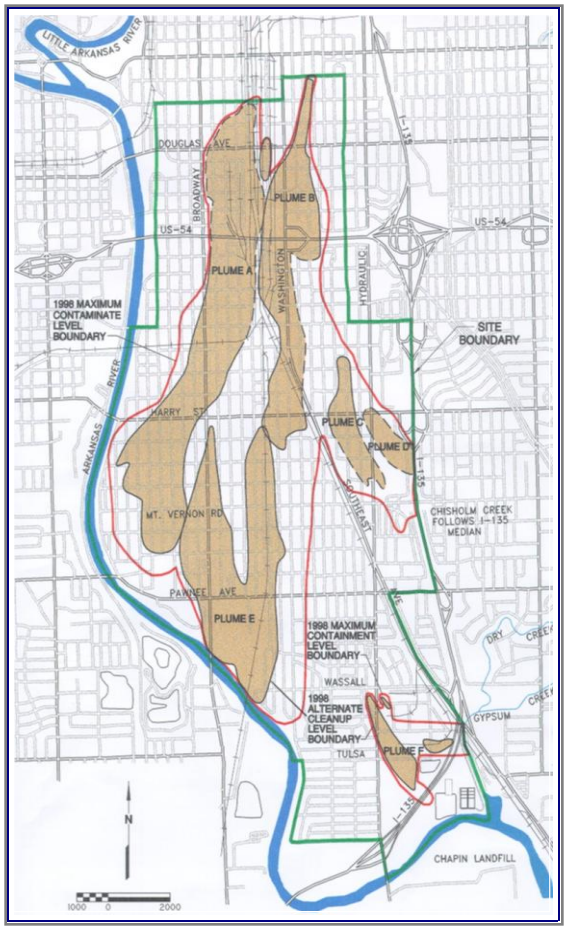
Captive Flow: The Endless Journey of Water
Multi-Year Budget

Completed Items	Year	Expense	Contractor/ Vendor/ Supplier	Leveraged Funds (Cash)	Leveraged Funds (in-kind)	Grants	Total Per Expense
Aquarium Panels	2006	Design and Production of interpretive signage	Taylor Studios, Inc.	3750	0	5000	8750
River Kiosk		Interactive computer kiosk, programming	U.S. Geological Survey	0	26000	0	26000
		Cabinetry, lighting,	Volunteer carpenter/ Home Depot	0	550	1000	1550
		Signage	Fast Signs	0	0	400	400
Water Conservation	2007	Design and production of exhibit	Taylor Studios, Inc	86170	0	0	86170
Journey Under-ground: Closer Look				49500	0	0	49500
Protecting the Water	2009-2010	Design, production, shipping, exhibit	Taylor Studios, Inc	8000	0	25000	33000
Opposites Attract				0	0	33000	33000
Donor Panel	2010	Design and production	FastSigns	576	0	0	576
			Total Funds Leveraged	$147,996	$26,550	$64,400	**$238,946**

Future Items	Year	Expense	Contractor/ Vendor/ Supplier	Projected Cost	Potential Funding Sources
Welcome Panel	2011	Design, production, shipping, and installation of exhibit	Taylor Studios, Inc	29000	Attraction Development Grant
Water: It's More Than You Drink				70000	Various grant sources
Journey Underground	TBA	Design and production of exhibit – must be completed as a group due to their interrelationship	Taylor Studios, Inc	50000	To Be Determined
Commercial Uses of Water				46000	
Global Hydrocycle				49000	
Gilbert-Mosley Project	TBA	Design, production, shipping, and installation of exhibit	Taylor Studios, Inc	124130	To Be Determined
Three Forms	TBA	Design, production, shipping, and installation of exhibit	Taylor Studios, Inc	78750	To Be Determined
			Total Future Expenses	**$446,880**	
			Total Project Cost	**$685,826**	

Describe the proposed Project clearly and concisely. Include information on the exact location of the Project as well as supporting visitor services and amenities within the community or within 30 miles of the Project.

Required Information
(4.) DESCRIPTION OF PROJECT

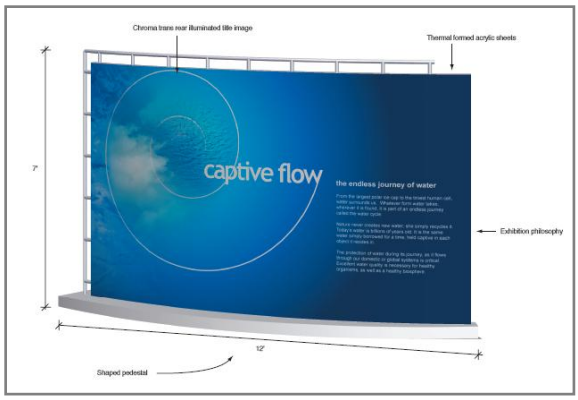


Each city has in its history critical periods that require leadership and action. A rare few of these are considered a community's "defining moment." For Wichita, one such event was the 1991 discovery of widespread, groundwater contamination that presented a threat to human health, the environment and the local economy. The impacted site, dubbed "Gilbert-Mosley" by the Environmental Protection Agency (EPA), was slated to join the National Priority List. Although not responsible for the Gilbert-Mosley contamination, the City of Wichita took the initiative and established a remediation plan overseen by the Kansas Department of Health and Environment (KDHE), avoiding listing by the EPA. The City of Wichita also chose an unconventional reuse plan for the remediated groundwater—the Wichita Area Treatment, Education & Remediation (WATER) Center—an interactive water-education museum and a working groundwater remediation plant.

Proposed Project
Specifically, the Attraction Development Grant would be used to partially fund "Phase D" of the *Captive Flow* exhibit design, fabrication, and installation. "Phase D" includes two new permanent exhibits: the "Welcome Panel" and the "Water: It's More Than You Think" interactive exhibits.

The exhibits are part of a larger vision for water education in Kansas. The WATER Center has developed conceptual designs for *Captive Flow: The Endless Journey of Water*--a self-guided, permanent exhibition designed to engage the public and broaden their understanding of water. When this fact-based exhibition is complete, visitors will embark on a journey of discovery through the anatomy of a water molecule, an alluvial aquifer, soil formation, water conservation practices, pollution pathways, and more. Eight of the fifteen interactive displays have been installed.

<u>Welcome Panel</u>



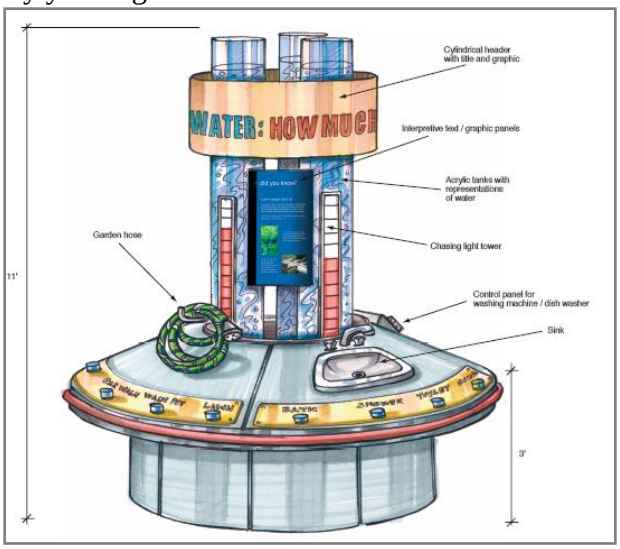
A glowing blue Introduction Panel beckons the visitor from the main entrance. The image features water, ice, and water vapor in a spiral continuum that flows to fill the panel with a deep blue color. The entire panel is rear illuminated, giving it an inviting and mysterious glow. Here visitors will read the exhibition philosophy: that all the water that exists today is the same water that has always existed on earth. An introduction to the concept of "the captive flow" prepares the visitors to undertake the journey of water and to reflect on the necessity of clean water for all of earth's creatures and habitats.

On the backside of the Introduction Panel is information about the WATER Center's connection to the vibrant redevelopment in Wichita's Old Town district. The visitor will understand that, had it not been for creative partnerships and a unique approach, Wichita might have had a very different future due to the environmental contamination of its groundwater. This will be the final message the visitor sees before venturing towards the outdoor amenities.

Water: It's More Than You Drink

The educational exhibit, "Water: Its More Than You Drink," will incorporate historic water implements with modern "water footprint" calculators to convey how visitors' human water use habits have changed over time and with industrialization.

Although visitors may only drink a few glasses of water each day, indirectly they consume thousands of gallons with activities such as food preparation, bathing, laundry, and waste disposal. Larger water treatment facilities, widespread infrastructure and reliable water sources have made safe water easily available and allowed for the creation of numerous household conveniences and luxuries possible. It is now at the point that water waste is subconscious, habitual and built-in. Eighty years ago laundry water would have been used first on delicates, then reused on whites followed by colored clothing, and finally reused again on heavily soiled work-wear. However, a modern washing machine may use up to fifty-five gallons of water in just one cycle. Although many of today's conveniences require substantially larger amounts of water, responsible behaviors can lessen the water impact.



The exhibit will expand the WATER Center's efficacy by presenting personally-relevant water information using visual, tactile, and auditory methods. Visitors will be exposed to and confronted with their direct and indirect water consumption habits and how those habits have changed over time. Visitors will be given tools with which to make future decisions about their personal water use, such as:

- Learning the amount of water a task should consume without losing any efficiency or giving up safety (what is normal water use)
- Whether water is really needed for the task (for example, sweeping a driveway with a broom rather then washing down with a hose)
- What to look for when purchasing water using devices so as to get a device that uses less than the conventional standard
- What items people use that require a great deal of water during its manufacture and should therefore itself be carefully used
- When should safe, potable water be used as opposed to a less highly treated water
- How their lifestyle decisions affect water supply and water safety over time

Location of the Project
The WATER Center is located in Sedgwick County in the City of Wichita, Kansas. Specifically, the Center is located in the south portion of the City in Herman Hill Park.

With its education center, fountains, waterfalls, and aquaria, the WATER Center has redefined the image of its location in south Wichita. Economically disadvantaged, the surrounding residential and commercial area had deteriorated and fallen victim to urban blight and suburban migration. In the late 1970's, Herman Hill Park in south Wichita was the scene of a riot over the Easter weekend. Since that time, there has been a long-lasting stigma on the area. In an effort to improve the neighborhood, municipal and private groups took up residence in the park. In the 1990's the Wichita Police Department built a neighborhood substation and the Air Capital Disc Golf Association "adopted" the old park shelter building. Since the addition of the WATER Center, the area has attracted school groups, neighbors, families, and tourists. Numerous visitors have mentioned that they "haven't been down here since the riot." The WATER Center's attractions have enticed people into visiting south Wichita and have helped redefine the image of Herman Hill Park.

Community Visitor Services and Amenities
The greater Wichita area has over forty museums, zoos, and wildlife parks that attract visitors to the area. The WATER Center staff members are active participants in the informal "Museum Educators" group, a monthly gathering of staff from local attractions with the purpose of streamlining services and over-coming shared challenges.

Overall, visitors to the WATER Center have been overwhelmingly supportive of the museum's educational efforts and are excited that a facility of this magnitude and foresight would be placed in an economically and environmentally challenged portion of the City.

Detail each activity related to the Project with the date the activity will be completed. Indicate which management team member will oversee which activity. Provide date that the entire Project will be completed and the date the Project will be open to the public.

(5.) PROJECT TIMELINE

Phase A – Aquarium Panels, River Exhibit	*Completed 2006*
Phase B – Water Conservation, Closer Look	*Completed 2007*
Phase C – Protecting the Water	*Complete 2010*
Phase D – Welcome Panel, Water: It's More Than You Drink	**Projected 2011**
Phase E – Journey Underground, Commercial Uses of Water, Global Hydrocycle	*TBA*
Phase F – Gilbert-Mosley Project	*TBA*
Phase G – Three Forms, Opposite Attract	*TBA*

Activity Timeline

If the grant is awarded, the anticipated timeline for "Phase D" of the *Captive Flow* exhibition installation will be as follows:

Date	Action	Management Team
February 2011	Notification of Award	Dept. of Commerce
	Presentation to City Council to accept the grant award and authorize contract with Taylor Studios, Inc.	Dept. of Environmental Services
	Taylor Studios, Inc. contacted to prepare draft contract	WATER Center
March 2011	Contract review and acceptance	Legal Department
April 2011	Schematic Design work	Taylor Studios Inc
	Design Development begins	Taylor Studios Inc & WATER Center
May 2011	Taylor Studios, Inc. submits Design Development Report	Taylor Studios Inc
	WATER Center approves Design Development	WATER Center
June 2011	Final Design	Taylor Studios Inc
July 2011	Begin Fabrication	Taylor Studios Inc
	Approval of photos for graphics	WATER Center
August 2011	Approval of final graphics	WATER Center
September 2011	50% Fabrication complete	Taylor Studios Inc
October 2011	90% Fabrication complete	Taylor Studios Inc
	Substantial completion	Taylor Studios Inc & WATER Center
November 2011	Installation	Taylor Studios Inc
December 2011	**"Phase D" complete and opens to the public**	

(6.) PROJECT INFORMATION

Provide the following information.
--Describe how the attraction, event, or festival meets the definition of a "Tourism Attraction" as defined in the "Attraction Development Grant Program Definitions".
-What makes your Project unique or collaborative as compared to other similar attractions, events, or festivals in Kansas?
-What natural, cultural, or historical uniqueness does the Project have relative to the national destination travel market?
-Identify your competition.
-Identify you customer.
-For new projects and major expansions provide a feasibility study prepared by an entity outside of the organizational structure of the applicant.
-If the Project is an existing attraction, event, or festival please provide market data describing and verifying current customers. Include quantitative and qualitative metrics.
-Have you received an Attraction Development Grant in the past? If yes, is this Project an additional phase to the first grant project?
-Have you requested or received technical or financial assistance related to the Project from Commerce or any other state agency?

Tourism Attraction
The Wichita Area Treatment, Education & Remediation (WATER) Center is a significant tourist attraction due to its unique educational and environmental story.

The WATER Center is a working environmental education facility as well as a groundwater treatment plant. The Center's strategic goal is to advance the public's knowledge on water-related issues with the intent of preventing pollution and encouraging water conservation. The Center's principles—the state of the clean-up process, the importance of natural resources, and the connection to the river ecosystem—are integrated into the site's programs and displays. These principles arose from the 1994 KDHE Corrective Action Decision that states, "a public education program should be initiated within the Gilbert-Mosley Site."

The 1.2 million gallons of water that is treated at the WATER Center each day is reused for environmental education, park enhancement, and for wildlife. The ultimate goal is to use the project as a catalyst for multiple facets of water conservation and pollution prevention.

Unique or Collaborative Nature
The WATER Center is the only facility in the United States that integrates an active environmental clean-up site with an interactive education program, hand's-on museum, recreational opportunities and public art. Several times a year, the Center provides tours and information to other communities that are working to creatively solve environmental challenges.

The Natural, Cultural, or Historical Uniqueness of the Project
In the early 1990's, routine testing of the groundwater detected contamination in the vicinity of downtown Wichita. The impacted site, dubbed "Gilbert-Mosley," includes

approximately 3,850 acres or 8,000 parcels of property. Preliminary tests found the primary contaminants to be chlorinated solvents. Wichita's groundwater was contaminated as a result of historical industrial activities in the area. Initial estimates predicted that it would take $20 million and twenty years to clean up the damage; these estimates were later revised to $38 million or more and as long as sixty years to clean up the site. Faced with this knowledge, the City had to consider its options: it could encourage the nearly 500 businesses initially suggested as potentially responsible parties (PRP's) to cooperate and clean up the site or it could allow the State to rank the site for National Priority Listing, and place Gilbert-Mosley on the agenda for Superfund.

The City took an unprecedented approach and took the initiative on the clean-up project. With innovative thinking and financing, the City agreed to comply with all investigation and clean-up requirements of the Kansas Department of Health and Environment (KDHE), who was overseeing the project on the Environmental Protection Agency's (EPA's) behalf. More than a decade later, design and construction began on the project's downgradient groundwater capture and treatment system. The WATER Center, the complex housing the treatment system and education center, is located in south Wichita's Herman Hill Park. This remediation system consists of five and one-half miles of conveyance piping and thirteen groundwater extraction wells operating to limit the spread of contaminated groundwater. The facility is designed to encourage public interest and observation on how groundwater is remediated (cleaned) by including an education building and displays, aquaria and outdoor water features and other amenities.

Competition

There are over forty museums and cultural venues within the City of Wichita. The Center's *Captive Flow: The Endless Journey of Water* exhibits will complement but will not duplicate the activities of the other facilities. For example:

- The Great Plains Nature Center (GPNC) offers programs and displays that discuss the importance of wetlands, but GPNC focuses on the themes of habitats and wildlife. The WATER Center however, focuses on the water quality impact of wetlands
- The Exploration Place's Stream Flow/Water Erosion exhibit demonstrates, in a creative way, how water meanders and cuts through substrate. Visitors can reach in and move the "sand" around to reconfigure the look of the stream. In contrast, the WATER Center's substrate-focused exhibit will have an interactive computer element where visitors can "cook up" soil using a recipe. There will also be information on how long it takes to create an inch of soil – demonstrating its importance. The exhibit will focus on appropriate irrigation techniques and show real time water use in the park watering zones by three distinct methods – evapo-transpiration, soil-moisture content, and conventional timer-style irrigation clocks.

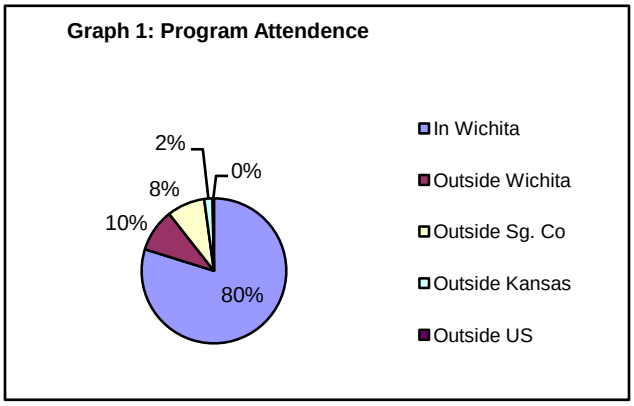
The WATER Center is an active member of the Wichita Museum Educators group, and informal organization of all the City's educators and interpreters. This group works collaboratively on projects such as the Senior Wednesday Program and shares program ideas to create consistency in visitor opportunities.

Customer

The City of Wichita is home to more than 330,000 people who live in neighborhoods scattered over 120 square miles and a metropolitan area with a population of 452,869. It is the largest metropolitan area in the state with nearly one-fifth of the state's population. 30% of Wichita's population is under the age of nineteen, with the median age of the city's population being thirty-three years old. The target audience of the *Captive Flow: The Endless Journey of Water* exhibit is middle and high school aged groups and adults. However, the information in the exhibits is appropriate for all members of

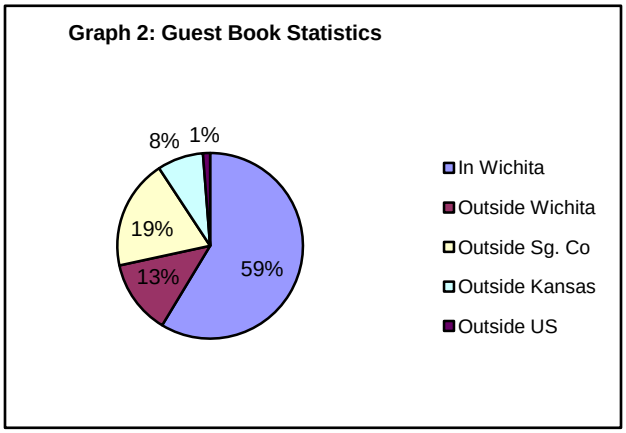
the public, regardless of age, race, or abilities--the issues associated with water and pollution affect all people.

The WATER Center caters to both organized groups, like schools, as well as informal visitors such as families. In an effort to reach both audience types, the exhibition's interpretive material will be written at a middle-school level – a level engaging for adults and simple for adults to interpret to younger children.



Current Customers

WATER Center staff members track both the number of program attendees as well as the number of "walk-in" visitors. Program registrants are primarily drawn from the greater Wichita area. Due to staff limitations, most of the current programs are initiated by interested parties rather than by the Center staff. Since opening in 2003, 80% of program attendance came from within the city limits (see Graph 1).



For "walk-in" visitors, the WATER Center's museum currently offers the first of the *Captive Flow* displays along with a number of temporary exhibits. Of these visitors, 23% signed the Center's guest book, identifying the location they traveled from. Based on this information, a much larger proportion of walk-in visitors (versus program attendees) come from outside Wichita, Sedgwick County, and even Kansas. This is the group that has the greatest potential for growth once the museum exhibition is completed.

The WATER Center has not received an Attraction Development Grant in the past.

Technical and Financial Assistance from State Agencies

In 2003, the WATER Center received a grant of $20,000 from the Kansas Department of Wildlife and Parks (KDWP) for interpretive signage that was placed on the outside aquarium and along the meandering stream. In 2006, the Center was awarded a Recreational Trail Grant ($10,000) to develop an interpretive guide for the park's creek-side trail. The KDWP consistently provides advice and in-kind support with the WATER Center's aquatic wildlife features.

(7.) APPLICANT ORGANIZATIONAL STRUCTURE

Provide a list of the Project management team responsible for development and completion of the Project. (Please include resumes.) If you are a board-governed organization please indicate terms of all officers, how much time each spends directly involved with the organization, and what experience they bring to the positions they hold.

Project Management Team

Through their varied backgrounds and experiences, the project team collectively provides expertise on museum planning, youth and adult program development, natural resource management, fisheries biology, geology, architectural design, and environmental engineering. In 2002, the collaborative project team formed an Interpretive Concept Work-group to develop the vision for the WATER Center's interactive exhibition, *Captive Flow: The Endless Journey of Water*. The project team is made up of City staff and community partners:

Staff (Curriculum Vitae attached on pages 15-18)

- Shawn Maloney, Office of Environmental Health, Program Manager
- Libby Albers, WATER Center, Environmental Specialist
- Kay Drennen, WATER Center, Water Resources Analyst
- Doris Leslie, Office of Environmental Health, Environmental Specialist

Partners

- Kansas Department of Wildlife & Parks (KDWP), Jessica Mounts
  Role: The KDWP supports the WATER Center project not only in an advisory role, but also with in-kind donations of time and materials. The KDWP routinely provides donations of educational materials such as fish and mussel identification cards. Seasonal personnel provide assistance with the aquarium displays, stream construction and wetland plantings. The KDWP is a member of the Interpretive Concept Group that developed the informal education goals for the *Captive Flow* exhibition.

- US Geological Survey (USGS), Donita Turk
  Role: The USGS has sponsored the "Condition of the Arkansas River" exhibit through the purchase of a computer kiosk and the development of programming that will provide visitors to the *Captive Flow* exhibition real-time monitoring of the Arkansas River, Cheney Reservoir, and Cowskin Creek. The USGS has also developed a poster for the exhibit and donated educational materials such as watershed and water cycle cards. The USGS has supported the educational mission of the WATER Center by providing staff for larger educational events.

- Great Plains Nature Center (GPNC), Bob Gress
  Role: The GPNC is a cooperative partnership between: the City of Wichita, State of Kansas - KDWP, and United States Department of the Interior - Fish & Wildlife Service (USFWS). The GPNC is a member of the Interpretive Concept Group for the *Captive Flow* exhibition development. The GPNC has been providing informal science education programs in the Wichita area since 1996 and a hands-on museum experience since 2000. Their recent experience with the museum exhibit development and installation process has been an asset to the WATER Center in the way of advice.

- Kansas Department of Health & Environment (KDHE)
  Role: The KDHE provides technical information related to underground storage tanks, groundwater pollution and watershed initiatives. The KDHE provided 319-grant funding for the River Ambassadors project, which collects public opinions on water quality, pollution prevention and educational needs in the Wichita-Sedgwick County area.

- Kansas Association of Conservation and Environmental Education (KACEE), Laura Downey
  Role: The Kansas Association for Conservation and Environmental Education (KACEE) is a non-profit association of public and private agencies, organizations, businesses, and individuals committed to supporting and enhancing effective conservation and environmental education in Kansas through various programs, workshops, meetings, and printed/electronic resources. KACEE believes that effective conservation and environmental education encourages critical thinking, problem solving, and responsible decision making. KACEE provides the WATER Center with advice and recommendations on ISE program evaluation.

Organization Oversight

Currently, a Board of Trustees does not dictate the direction of the WATER Center, rather it is directed by the Department of Environmental Services and by the City Council.

All can be reached at: City Hall, 1st Floor City Council, MS 1-135 455 N. Main Wichita, KS 67202	Carl Brewer City Mayor	Lavonta Williams City Council District 1
	Sue Schlapp City Council District 2	Jim Skelton City Council District 3
Paul Gray City Council District 4	Jeff Longwell City Council District 5	Janet Miller City Council District 6
Robert Layton City Manager City of Wichita	Chris Carrier Director Public Works	

Total WATER Center Staff: Full Time 2* Part Time 0

*One staff member is funded through the City's Water and Sewer Fee and her job focuses on water conservation. The other staff member is funded through the Gilbert-Mosley Tax Increment Finance district and her responsibilities are tied to the WATER Center.

Full-Time:	Libby Albers
Compensation Package	$70,000 (currently paid from the Gilbert-Mosley TIF district)
Year Joined WATER Center	2003
Full-Time:	Kay Drennen
Compensation Package	$70,000 (currently paid from City's Water Utility Fund)
Year Joined WATER Center	mid-year, 2005

Attachment
Project Management Team Resumes

CURRICULUM VITAE
Shawn Maloney, P.G.

Education:

Wichita State University, Mini-MBA

University of Kansas, BS Geology

Continuing Education: OSHA Hazardous Waste Training, Wichita HR Supervisor/Manager Training

Experience:

Program Manager/Supervisor/Principal Planner, City of Wichita, Environmental Assessment and Remediation division, Office of Environmental Health, Public Works, 2007-present

Interim Division Manager, City of Wichita, Department of Environmental Services, 2007-2008

Project manager to Client/Office Manager, CDM, Wichita, KS, 1996-2007

Environmental Consultant, HWS Consulting Group, Wichita, KS and Denver, CO, 1990-1996

Affiliations:

Kansas Licensed Geologist (#79)

Kansas Geological Society member

National Groundwater Association member

Attachment
Project Management Team Resumes

CURRICULUM VITAE
Libby Albers

Education:

Stephen F. Austin State University: MS Resource Interpretation

Wichita State University: BA Field Major in Biology, Chemistry and Music

Kansas Newman College: BA English and Composition

Continuing Education: Certified Interpretive Guide, Kansas Environmental Leadership Program graduate, 40-Hour HAZWOPER, Grant Writing Basics, Wildland Fire Behavior, Project Learning Tree, Project Wild, Project WET, Project Wild, Investigating Your Environment (IYE), First Aid, CPR, AED Training

Experience:

Environmental Services Specialist, City of Wichita, WATER Center/Office of Environmental Health/Public Works, 2001-present

Fisheries Operations Assistant, Kansas Department of Wildlife and Parks, 2000-2001

AmeriCorps, Cheney State Park, Kansas Department of Wildlife and Parks, 1999-2000

Naturalist, Great Plains Nature Center, Kansas Department of Wildlife and Parks, 1997-1999

Mechanical Equipment Operator, Landscape and Forestry, City of Wichita, 1999

Assistant Nature Director, Jacque Nagel Nature Center, Camp Seikooc, Seasonal 1992-1998

Affiliations:

Kansas Association of Conservation and Environmental Education

National Association of Interpretation

Attachment
Project Management Team Resumes

CURRICULUM VITAE
Kay E. Drennen

Education:

Undergraduate: Bethany College, BA Biology

Postgraduate: Kansas State University, Masters Landscape Architecture (1984-1990 incomplete); Wichita State University Field Ecology

Continuing Education: Kansas Environmental Leadership Program graduate, Project WET in the City, Project Learning Tree Secondary Education Curriculum Flyways & Byways, KACEE Discover a Watershed; APWA: Strategies for Effective Storm Water BMP Design and Maintenance, First Aid, CPR, AED Training

Experience:

Environmental Services Specialist: City of Wichita, Environmental Services Department, 2005-present

Water Resources Analyst: City of Wichita, Public Works Department, 1991-2005

Floral Designer: Westloop Floral Shop 1988-1990

Graduate Teaching Assistant: Kansas State University, 1985-1989

Landscape Architectural Technician Contractor: Cichan Company, Estrada Land Planning, Landscape Concepts, and David Reed-L.A., 1987

Landscape Architect Intern: Keller & Kirkpatrick, P.A. 1986

Gardening Supervisor II, City of Wichita, Parks and Recreation Department, 1980-1984

Gardening Supervisor I: City of Wichita, Parks and Recreation Department, 1978-1980

Park Gardener I: City of Wichita, Parks and Recreation Department, 1977-1978

Horticultural Laborer: Brown's Country Nursery and Turf, 1976-1977

Floral Designer: Lindsborg Flower & Gift Shop, and A'Cottage of Flowers, 1972-1976

Attachment
Project Management Team Resumes

CURRICULUM VITAE
Doris Leslie

Education:

Undergraduate: B.S. Liberal Arts and Sciences Major: Biology – Ecology and Field Sciences Emphasis Minor: Chemistry

Continuing Education: Registered Sanitarian with The Joint Committee for the Credentialing of Sanitarians, 40 Hours Hazardous Waste Operations & Emergency Response Compliance Completion of Princeton Course Groundwater Pollution and Hydrology

Experience:

Environmental Quality Specialist, Remediation Section (1999 to present)

Water Quality Specialist, Water Quality Department (1993 – 1999)

Field Sanitarian, Code Enforcement (1990 to 1993)

Medical Records Coordinator – Physical Medicine & Rehab

Insurance Coordinator – Medical Records

Medical Records Technician – Medical Records

Affiliations:

Kansas Environmental Health Association

Wichita Municipal Federal Credit Union – Credit Committee

(8.) GRANT PROJECT IMPACT

Past Visitation

Year	Walk-In's	Program Attendees
2010 (Jan – Aug)	1518	2841
2009	1675	5436
2008	1250	5798

Visitation to the museum is recorded by the staff or volunteer assigned to the front desk during open hours. Approximately 40% of the WATER Center's walk-in visitation is from outside the City of Wichita, according to the entries in the Center's guestbook (Graph 2, page 12). The WATER Center uses its visitation numbers to quantitatively measure the pubic outreach of its mission and to leverage funding for future education efforts.

Program attendees are recorded by the program presenter and all numbers are tabulated on a monthly basis. Visitation numbers are reported quarterly to Office of Environmental Health and submitted for the City of Wichita's annual report.

The delivery method of the WATER Center's educational component has been designed similarly to that of Wichita's Great Plains Nature Center (GPNC). Once the GPNC's exhibits and displays were installed in August of 2000, the Center was able to reach 65,000 visitors a year with both educational programs and through museum attendance. While GPNC's educational programming attendance remained stable, their museum visitation dropped by 8% until stabilizing after the second full year of operation. In comparison to the WATER Center, the GPNC has six full-time employees and two part-time employees, is open to the public approximately 313 days a year, and has no admission fee.

The WATER Center's objective is to provide a proportionately similar number of visitors with an engaging, fact-based, informal learning experience. Currently, the WATER Center's two full-time staff present educational programs five days a week and open the unfinished *Captive Flow* exhibition, with no admission charge, to the general public twelve hours a week (equal to 78 days a year). Even with this limited schedule, the Center reaches 8,000 individuals yearly.

Museum	Number of Staff	Days Open/Year (Currently)	Admission Charge	Annual Total Visitation	Estimated WATER Center Future Visitation Per Year
Great Plains Nature Center	6	313	No	65,000	
WATER Center	2	78	No	8,000	18,500

Based on this comparison between the sizes and staffing of the GPNC and the WATER Center, the WATER Center anticipates a minimum of 18,500 visitors a year when the total *Captive Flow* exhibition is complete. The WATER Center will expand its public visitation hours as each Phase of the *Captive Flow* exhibition is finished. Over a five year period, visitation will be close to 100,000 individuals.

Visitation numbers for the past two years? What method is used to track visitation? Report indicating the visitor's original and average distance traveled. What is the annual out-of state visitation count (or what percentage of your total annual count)? How does your annual visitation compare to existing attractions, events or festivals in the state as well as to comparable attractions, events or festivals elsewhere? How do you use the visitation numbers? With whom do you share or report the visitation numbers? Estimate visitation numbers for the next three years. Include: What method is used to project visitation? If available please provide third-party verification for all methods used to determine visitation number. What percentage of future visitors do you expect to be from in-state and what percentage do you expect from out-of-state. (Provide documentation to support your answer). How will the Project generate visitation from beyond 100 miles or from out of state? Will tourism traffic to the community due to this Project increase economic development through increased overnight stays and spending within the community where the Project is located or within 30 miles of the Project? Please provide detailed documentation to support your answer. Include information on how the Project will influence direct, indirect, and induced expenditures. What effect will the Project have on the region's quality of life and the ability of the community to attract businesses and industries?

Future Visitation
The WATER Center currently faces three barriers to increased visitation: the incomplete status of the permanent museum exhibits, the limited public visitation hours, and limited staffing. To better streamline with other area attractions, WATER Center staff are completing a comparison of area venues, their staffing levels, volunteer participation and their standard public operating hours. As of 2010, 50% of the permanent exhibition has been installed which, along with temporary exhibits and the aquariums, gives visitors several opportunities to experience and better understand the science of water.

With increased hours of operation, additional museum exhibits, and continued educational programming, the WATER Center expects an increase of a minimum of 2000 walk-in visitors per year (as proportionally represented in the chart above). Staff expects the visitation demographics to remain at the 60%-city, 40%-outside of city, but has no corroborating data to support this estimate.

Maximized Reach
To maximize its public outreach and generate visitation, the WATER Center actively uses social media outlets, produces a quarterly newsletter, offers programs specifically directed toward active senior citizens, after-school programs, summer youth programs, story hours, a University Intern Program, and a youth volunteer program. Many neighborhood associations and civic groups use the WATER Center's classroom to conduct meetings, trainings, and neighborhood focus groups. To reach the Wichita's underserved youth audiences, the WATER Center often partners with the local school district, the Police Department, youth rehabilitation organizations, Communities in Schools, Rainbows United, Inc. and similar organizations.

Groups that may not have visited south Wichita are now touring the park and the Gilbert-Mosley/WATER Center project. Visitors from Hawaii, Kenya, Mexico, and France, Taiwan, New Zealand, and Brazil have all participated in demonstration project tours held at the facility.

The best tool that the WATER Center has for extended outreach is the local Go Wichita Convention and Visitors Bureau, "goWichita," which promotes the WATER Center to visiting groups and organizations. The WATER Center is often included as part of a larger tour of Wichita Museums on the River or specific environmentally-focused tours.

(9.) HOURS OF OPERATION AND STAFFING

What dates and hours will the attraction be open to travelers? Will the Project be staffed during these hours? Provide a list of all staff positions. This should include paid staff (both full time and part time) and volunteers. What is your source of funding to support the salaries of paid staff?

Since opening in October of 2003, the Center has provided educational programming to 36,000 attendees and tours to 9300 walk-in visitors. WATER Center staff book prescheduled group tours, schools and other programs for Monday through Friday, after business hours, and on select weekends. Until the *Captive Flow* exhibition is complete however, the WATER Center has limited its walk-in visitor hours to Mondays, Wednesday and Fridays from 1:00 PM to 4:30 PM.

The WATER Center is always staffed during the walk-in visitation hours. Staff during these public visitation days includes at least one of the following:

Full-time WATER Center Personnel:

- Libby Albers, Environmental Specialist & WATER Center Coordinator
- Kay Drennen, Water Resources Analyst

Full-time Office of Environmental Health Personnel:

- Shawn Maloney, Program Manager
- Doris Leslie, Environmental Specialist
- Keisha Scofield, Administrative Aid

Volunteers

- Bob Emig, RSVP (senior citizen volunteer)
- Olive Chase, High School volunteer (Fridays)
- Katie Gallard, High School volunteer (Wednesdays)

Funding for the Office of Environmental Health staff is paid through the City of Wichita's General Fund. WATER Center staff person, Libby Albers, is compensated through the Gilbert-Mosley tax Increment Finance district, and Kay Drennen through the Water Utilities.

(10.) COMMUNITY SUPPORT

Provide at least one letter of community support from each entity listed below. Letters may be from within a 30-mile radius of the Project.

Economic Development Representative from the city, county, or tourism region
Mayor or Chief Administrative Officer
Restaurant owner or manager
Lodging establishment owner or manager
Retail shop owner or manager

The letters of support from regional or city officials should include the plans their organization has for assisting the Project and any studies the community has undertaken to assess the value of the attraction to the community.

(11.) APPLICANT'S REGIONAL AND STATE TOURISM SUPPORT

The WATER Center is actively involved with the Go Wichita Convention and Visitors Bureau by providing printed outreach material, hosting tours arranged by goWichita, and hosting a "Destination Exchange" event in 2010. This most recent request for the Destination Exchange was a great success, attracting representatives from forty-five area business, attractions, hotels and others to the WATER Center – a destination they were not familiar with.

The WATER Center routinely suggests other area attractions either for their geographic proximity or their complimentary missions. "Doubling" up on museums is especially attractive to local schools trying to maximize their day. Most recently, the WATER Center is collaborating with the Exploration Place to present the traveling exhibit, "WaterWorks" from October 2010 to January 2011. This collaboration not only provides financial support to Exploration Place but also provides the WATER Center a unique opportunity to promote its mission of water conservation and pollution prevention to a wider audience.

At the state level, the WATER Center participates in TravelKS.com and the Annual Getaway Guide.

The WATER Center is not a member of the Travel Association of Kansas not is it a registered Agritourism operation.

Please describe your involvement with partners in your tourism region and/or your tourism market segment (niche).
How do you encourage travelers to move between attractions, events, or festivals within your tourism region and/or tourism market segment partners?
What is your involvement with tourism at the state level?
Do you participate in: State's co-op ad program? Annual Getaway Guide? TravelKs.com? Tourism related conference? Tourism Associations? Are you a member of the Travel Association of Kansas (TIAK)? Are you a registered Agritourism operation? Tell us about any request you have had from a regional tourism partner (CVB, private business, chamber, government entity, etc.) for assistance, how you were able to assist them, and the success of this partnership.

(12.) ADDITIONAL DOCUMENTATION

- If the Project is building construction, attach photocopies of all required permits and the architectural drawings. The contractor bids are to be attached to the Project Budget page.

  Not Applicable

- For land acquisition, provide total acreage, photos of proposed land purchase, a copy of the appraisal, and a copy of the purchase option or agreement.

  Not Applicable

- For building acquisition, provide a copy of the appraisal, photos of the exterior and interior of the building, and a copy of the purchase option or agreement.

  Not Applicable

- If you are requesting funding for printed materials such as marketing materials, books, etc., please provide details of the advertising purchase and/or distribution plan.

  Not Applicable

(13.) SIGNATURE PAGE

(Authorized Official is that person that has the authority to commit organization funds to the Project.)

I have accurately completed this application and have read the attached information. I understand that this is a competitive grant process and that I must meet the eligibility requirements outlined in order to be considered for a grant.

I understand that it is a criminal violation under Kansas Law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or division.

I agree that if approved for an Attraction Development Grant, the applicant organization will provide, for up to five (5) years, follow-up reports to the Department of Commerce, Division of Travel & Tourism. Reports will include annual visitation numbers, operational budget, and marketing budget for each of the five (5) years following the grant contract end date.

_____	**Robert Layton**
Signature of Authorized Official	Printed Name of Authorized Official
Manager, City of Wichita	_____
Title	Date

Second Reading Ordinances for October 05, 2010 (first read on September 28, 2010)

ZON2010-00029 City zone change from SF 5 Single-Family Residential ("SF-5"), TF 3 Two-Family Residential ("TF-3") and MF 18 Multi Family Residential ("MF-18") to LC Limited Commercial ("LC"); generally located on the northeast corner of Seneca Street and University Avenue. (District IV)

ORDINANCE NO. 48-848

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.