

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JULY 28, 2010

6:35 p.m.

-Consider the approval of the minutes for June 16, June 23 and June 30, 2010.

CONSENT AGENDA

- (1)(a) Consider approval of Commission Orders;
- (b) Consider adoption of a Resolution amending the County Zoning regulation Chapter 12, Article 3 of the County Code to create the rural tourism district (Keith Dabney);
- (c) Consider approval of FY2010 Budget Adjustments made over \$5,000 for Community Corrections (Ron Stegall);
- (d) Consider approval of carryover reimbursement budget for Community Corrections (Ron Stegall);
and
- (e) Acknowledge fee reports for June 2010

REGULAR AGENDA

- (2) Consider approval of contract with the Kansas Health Policy Authority to continue to provide the Healthy Families America program through a sub-contract with the Kansas Children's Service League. (Dan Partridge)
- (3) Review petition and approve establishment Rock Creek Cemetery District (Roberta Peterson)
- (4) Determine the 2011 road maintenance budget for the Hesper Charter Road Improvement District. (Keith Browning)
- (5) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - (c) Miscellaneous
 - (d) Public Comment
- (6) Adjourn

WEDNESDAY, AUGUST 4, 2010

6:35 p.m.-Accept petition and consider approval of Order to attach lands to Rural Water District No. 4 (Craig Weinaug)

WEDNESDAY, AUGUST 11, 2010 (Light Agenda)

WEDNESDAY, AUGUST 18, 2010

-Public Hearing for 2011 Budget

WEDNESDAY, AUGUST 25, 2010

WEDNESDAY, SEPTEMBER 1, 2010

-Proclamation for National Preparedness Month (Alexandria Norman)

WEDNESDAY, OCTOBER 13, 2010

-Discussion on SmartStar program from Westar Energy (Eileen Horn)

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:35 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

RESOLUTION NO. _____

A RESOLUTION RELATING TO AND AMENDING THE ZONING REGULATIONS FOR THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, created under the authority of K.S.A. 12-757, after holding a public hearing on April 30, 2010, as required by Section 12-324-1.03 of the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," has recommended that the Board of County Commissioners amend the "Zoning Regulations", the nature and description of such change being fully set forth below; and

WHEREAS, on July 14, 2010, the Board of County Commissioners found that, for the purpose of promoting and protecting values throughout Douglas County, Kansas, or for any one or more such purposes, the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas" should be amended as recommended by the Lawrence-Douglas County Planning Commission:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to the "Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas," the following amendment creating a new zoning district category shall be amended into :

12-309B 'R-T' RURAL-TOURISM BUSINESS DISTRICT REGULATIONS

12-309B-1. The regulations set forth in this section, or elsewhere in these Regulations, when referred to in this section, are the regulations in the 'R-T' Rural-Tourism Business District. This district is designed to provide a suitable zoning exclusively for uses associated with Rural-Tourism, such as recreation and conference uses. These uses are typically more intense and larger in scale than similar uses that may be permitted by right or with a Conditional Use Permit in the Agricultural Zoning District.

12-309B-2. DEFINITION OF RURAL-TOURISM

Rural-Tourism showcases the rural life and heritage at rural locations. Rural-Tourism can take many forms including: nature; adventure; historical; cultural; agricultural; and, ecological (eco-) tourism. Rural-Tourism is typically experience-oriented; is located predominantly in a natural environment in areas of low population; and, contributes to the preservation of the character of the area.

12-309B-3. CRITERIA THAT APPLY TO RURAL-TOURISM USES

12-309B-3.01 Rural-Tourism uses may exist alone, may be several uses combined and may include accessory uses. For instance, a corporate retreat may have meeting rooms, recreational facilities and a restaurant. Uses that are associated with the Rural-Tourism use but do not constitute a Rural-Tourism use themselves, are permitted as accessory uses and may be located (operate) on the site only when the Rural-Tourism use is present and active.

12-309B-3.02 The following site design criteria apply to Rural-Tourism uses:

- a. Rural-Tourism uses shall integrate with and maintain or enhance the rural character of the area;
- b. Facilities shall be designed to preserve natural resources and integrate with the rural environment through appropriate land use, site design, buffering, or other methods; and

- c. A site-specific site plan shall be submitted with rezoning applications to demonstrate that the site design criteria noted above have been met. The following items are required on all site plans for Rural-Tourism areas:
- 1) A minimum 200 ft buffer area provided around the perimeter of the site; and,
 - 2) Uses permitted within this buffer area shall be limited to agriculture or other low-impact uses. These uses shall be noted on the site plan along with the party or entity responsible for maintenance of the buffer area.

12-309B-4 USE REGULATIONS

The only uses permitted in the R-T District are uses that have been determined to constitute Rural-Tourism Uses as defined in Section 12-309B-2 and their accessory uses.

The site plans submitted for the project, including the concept plan submitted with the rezoning request, must identify clearly uses that are Accessory uses and those uses that constitute the 'Rural-Tourism' as defined in Section 12-309B-2.

Accessory uses may occur on the property only when the 'Rural-Tourism' use is active.

The following list has been divided into two categories: those that are typically considered 'Rural-Tourism'; and, those that are typically considered 'Accessory uses'.

Typical Rural-Tourism uses:

- 12-309B-4.01** Primary outdoor recreation, including parks, areas for picnicking, camping in tents, bike paths, hiking trails and other similar uses.
- 12-309B-4.02** Open air theatre (excluding drive-ins).
- 12-309B-4.03** Reception hall, conference center, or other places of social assembly.
- 12-309B-4.04** Lodging that includes hotels, motels, bed and breakfasts, or campgrounds.
- 12-309B-4.05** Libraries, cultural center, exhibit hall, museums, art galleries and other similar uses.
- 12-309B-4.06** Agricultural uses.

Typical Rural-Tourism Accessory uses:

- 12-309B-4.07** Secondary outdoor recreational uses such as playgrounds, swimming pools, skating rinks, and other similar uses.
- 12-309B-4.08** Personal service uses including barber shops, beauty parlors, spas, photographic or artists' studios, and other personal service uses of a similar character.
- 12-309B-4.09** Restaurants, (excluding drive-in or drive-thru restaurants), and taverns.
- 12-309B-4.10** Retail stores, but there shall be no slaughtering of animals or poultry on the premises of any retail store. Retail stores are limited individually to a maximum area of 10,000 sq ft.
- 12-309B-4.11** Amusement places, skating rinks, and dance halls; all in a completely enclosed building, auditorium or theater.
- 12-309B-4.12** Indoor sports or recreation, including bowling alleys, billiard parlors, swimming pools, physical fitness centers, and other similar uses.

- 12-309B-4.13** Commercial riding stable.
- 12-309B-4.14** Commercial greenhouse.
- 12-309B-4.15** Residential dwellings when associated with the tourism use as caretaker, manager, or as part of a living museum.
- 12-309B-4.16** Religious institutions such as a convent, church, temple or mosque.
- 12-309B-4.17** Community buildings.
- 12-309B-4.18** Child care center
- 12-309B-4.19** Animal hospital or clinic when accessory to a tourism use; provided that such hospital or clinic and any treatment rooms, cages, pens or kennels be maintained within a completely enclosed building with soundproof walls and that such hospital or clinic be operated in such a way as to produce no objectionable odors outside its walls and located on a sewer (have it's own sewage management system). Accessory buildings and uses.
- 12-309B-4.20** Outdoor advertising signage, with the requirement than any outdoor advertising structure or sign in excess of 100 square feet in area shall be attached flat against a wall or building. See Section 12-306-2.18 for requirements pertaining to the height and location of signage.
- 12-309B-4.21** Temporary signs pertaining to the lease, hire, or sale of a building or premises on which such sign is located.
- 12-309B-4.22** Utility installations for sewer, water, gas, electric and telephone mains and incidental appurtenances.
- 12-309B-4.23** Railroad rights-of-way, including a strip of land with tracks and auxiliary facilities for track operations and passenger stations.
- 12-309B-4.24** Temporary buildings, the uses of that are incidental to construction operations and that shall be removed upon completion or abandonment of such construction, or upon the expiration of a period of two years from the time of erection of such temporary buildings, whichever is sooner.

12-309B-5. PARKING REGULATIONS

The parking regulations for permitted uses are contained in Section 12-316.

12-309B-6. OFF-STREET LOADING REGULATIONS

The off-street loading regulations for permitted uses are contained in Section 12-317.

12-309B-7. HEIGHT, AREA AND BULK REGULATIONS

Height and area regulations shall be as set forth in the chart of Section 12-318.

12-309B-8. SUPPLEMENTARY USE REGULATIONS

Supplementary use regulations are contained in Section 12-319.

12-309B-9. SUPPLEMENTARY HEIGHT, AREA AND BULK REGULATIONS

Supplementary height, area and bulk regulations are contained in Section 12-321.

This resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and published once in the official County newspaper.

ADOPTED this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

ATTEST:

Jim Flory, Member

Jameson D. Shew, County Clerk

Mike Gaughan, Member

CC - Jerome, Dee

From: DCS - Stegall, Ron
Sent: Tuesday, July 20, 2010 4:58 PM
To: AD - Weinaug, Craig
Cc: CC - Jerome, Dee; CC - Ferguson, Deborah; DC - Koester-Vogelsang, Linda
Subject: Items needing approval by the County Commission

Craig,

There are two items that need approved at the County Commission meeting on July 28, 2010 for Community Corrections.

1. Final FY2010 budget adjustments made over \$5,000.00. This is a requirement of DOC and it just consists of adjusting the final budget so that each line item ends up with a zero balance. However, this document that needs signed really only makes sense in the context of the whole spreadsheet. So, I have attached the spreadsheet for any who are interested in taking a closer look. These adjustments can be found in column G--4th quarter adjustments--under the first tab labeled Budget.
2. The carryover reimbursement budget. This is our proposed budget for the reimbursements we have left from the previous year that we want to carry over to next year. We put all our carryover reimbursements in just two categories--AISP salary and benefits.

Please consider this email as my summary of what we need approved--the actual documents that need approved are being sent to you separately. I am using this email format so that I can attach the spreadsheet that is needed to make sense of the budget adjustments.

Thanks.
Ron

CC - Jerome, Dee

From: CC - Jerome, Dee
Sent: Thursday, July 22, 2010 9:37 AM
To: AD - Weinaug, Craig
Cc: CC - Stegall, Ron; CC - Ferguson, Deborah; DC - Koester-Vogelsang, Linda
Subject: Re: Items needing approval by the County Commission:Ron Stegall MEMO Sent 7/20/10
Importance: High

Craig,

Ron asked me to send you a corrected spreadsheet which I have attached (ADG10-3.xls (743KB)
The spreadsheet that Ron previously sent to you that is needed to make sense of the budget adjustments had some minor errors in KDOC's formulas which is now corrected.

Thank you,

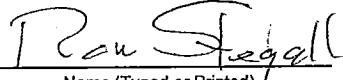
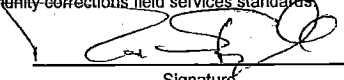
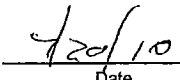
Dee Jerome
Douglas County Community Corrections
111 E. 11th St, Unit 3
Lawrence, Kansas 66044
785/832-5220
Fax: 785/330-2800
djerome@douglas-county.com

**SIGNATORY APPROVAL
 FY 2010 Carryover Reimbursements Plan
 Budget Summary and Budget Narrative**

Douglas County Community Corrections
 (Name of Community Corrections Agency)

DIRECTOR

I hereby certify by my signature that I have developed my agency's FY 2010 Carryover Reimbursements Plan, attached hereto, with the active participation of my agency's Community Corrections Advisory Board, and that I have reviewed the Plan for accuracy. I further certify that I find the Plan complies with the written directions supplied to me by KDOC and with applicable Kansas statutes, regulations, and community corrections field services standards.

 _____ Name (Typed or Printed)	 _____ Signature	 _____ Date
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ADVISORY BOARD CHAIRPERSON

I hereby certify by my signature below that the Community Corrections Advisory Board has actively participated in the development of the attached FY 2010 Carryover Reimbursements Plan and that the Board has reviewed the Plan for accuracy and compliance with applicable Kansas statutes, regulations, and community corrections field services standards, and approves it.

_____ Name (Typed or Printed)	_____ Signature	_____ Date
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BOARD(S) OF COUNTY COMMISSIONERS

I hereby certify by my signature below that the Board of County Commissioners has reviewed the attached FY 2010 Carryover Reimbursements Plan for accuracy and compliance with applicable Kansas statutes, regulations, and community corrections field services standards, and approves it.

_____ Name of Chairperson (Typed or Printed)	_____ County	_____ Signature	_____ Date
_____ Name of Chairperson (Typed or Printed)	_____ County	_____ Signature	_____ Date
_____ Name of Chairperson (Typed or Printed)	_____ County	_____ Signature	_____ Date
_____ Name of Chairperson (Typed or Printed)	_____ County	_____ Signature	_____ Date

Please attach additional sheets as necessary to obtain all county commissioner chairperson signatures.

AGENCY:		
FY 2010 CARRYOVER REIMBURSEMENT PLAN		
BUDGET SUMMARY		
<p><i>Instructions: Enter the amount your agency has budgeted in the columns to the right of the appropriate budget category and line item. Subtotals are automatically totaled in the "total" column. The Budget Summary comprises three (3) budget categories: (1) Administration (ADM), (2) Adult Intensive Supervision Services (AISP), and (3) Adult Residential Services (RES). Each budget category contains seven (7) line items: (1) Personnel, (2) Travel, (3) Training, (4) Equipment, (5) Supplies and Commodities, (6) Facility Cost, and (7) Contractual Services. Please attach a Budget Narrative to this document.</i></p>		
BUDGET CATEGORIES/SUBCATEGORIES	SUBTOTAL	TOTAL
I. ADMINISTRATION (ADM)		
A. PERSONNEL		
1. SALARY		
2. BENEFITS		
TOTAL ADM PERSONNEL		
B. TRAVEL		
C. TRAINING		
D. EQUIPMENT		
E. SUPPLIES AND COMMODITIES		
F. FACILITY		
G. CONTRACTUAL AND OTHER SERVICES		
1. (Please specify)		
2. (Please specify)		
3. (Please specify)		
4. (Please specify)		
5. (Please specify)		
6. (Please specify)		
TOTAL ADM CONTRACTUAL SERVICES		
TOTAL ADM BUDGET		
II. ADULT INTENSIVE SUPERVISION SERVICES (AISP)		
A. PERSONNEL		
1. SALARY	31,428.66	
2. BENEFITS	10,440.84	
TOTAL AISP PERSONNEL		41,869.50
B. TRAVEL		
C. TRAINING		
D. EQUIPMENT		
E. SUPPLIES AND COMMODITIES		
F. FACILITY		
G. CONTRACTUAL AND OTHER SERVICES		
1. DRUG TESTING SUPPLIES		
2. DRUG TESTING SERVICES		
3. SUBSTANCE ABUSE EVALUATIONS		
4. SUBSTANCE ABUSE TREATMENT		
5. MENTAL HEALTH EVALUATIONS		
6. MENTAL HEALTH TREATMENT		
7. SEX OFFENDER EVALUATIONS		
8. SEX OFFENDER TREATMENT		
9. LIFE SKILLS INSTRUCTION		
10. ACADEMIC EDUCATION SERVICES		
11. VOCATIONAL EDUCATION SERVICES		
12. TRANSPORTATION ASSISTANCE		
13. HOUSING ASSISTANCE		
14. ELECTRONIC MONITORING SERVICES		

15. SURVEILLANCE SERVICES		
16. OTHER (Please specify)		
17. OTHER (Please specify)		
18. OTHER (Please specify)		
19. OTHER (Please specify)		
20. OTHER (Please specify)		
21. OTHER (Please specify)		
22. OTHER (Please specify)		
23. OTHER (Please specify)		
24. OTHER (Please specify)		
TOTAL AISP CONTRACTUAL SERVICES		-
TOTAL AISP BUDGET		41,869.50
III. ADULT RESIDENTIAL SERVICES (RES)		
A. PERSONNEL		
1. SALARY		
2. BENEFITS		
TOTAL RES PERSONNEL		-
B. TRAVEL		
C. TRAINING		
D. EQUIPMENT		
E. SUPPLIES AND COMMODITIES		
F. FACILITY		
G. CONTRACTUAL AND OTHER SERVICES		
1. DRUG TESTING SUPPLIES		
2. DRUG TESTING SERVICES		
3. SUBSTANCE ABUSE EVALUATIONS		
4. SUBSTANCE ABUSE TREATMENT		
5. MENTAL HEALTH EVALUATIONS		
6. MENTAL HEALTH TREATMENT		
7. SEX OFFENDER EVALUATIONS		
8. SEX OFFENDER TREATMENT		
9. PRE-PLACEMENT PHYSICALS (LCCC/LWCC)		
10. LIFE SKILLS INSTRUCTION		
11. ACADEMIC EDUCATION SERVICES		
12. VOCATIONAL EDUCATION SERVICES		
13. TRANSPORTATION ASSISTANCE		
14. HOUSING ASSISTANCE		
15. ELECTRONIC MONITORING SERVICES		
16. SURVEILLANCE SERVICES		
17. OTHER (Please specify)		
18. OTHER (Please specify)		
19. OTHER (Please specify)		
20. OTHER (Please specify)		
21. OTHER (Please specify)		
22. OTHER (Please specify)		
23. OTHER (Please specify)		
24. OTHER (Please specify)		
TOTAL RES CONTRACTUAL SERVICES		-
TOTAL RES BUDGET		-
TOTAL BUDGET		41,869.50

**FY2010 Carryover Reimbursement Plan—Narrative
Douglas County Community Corrections**

All our carryover reimbursements go toward AISP salary and benefits.

MEMORANDUM

DATE: July 12, 2010

TO: Douglas County Board of County Commissioners

FROM: Dan Partridge, Director, Lawrence-Douglas County Health Department

RE: Kansas Health Policy Authority contract

In 2009 the Board of Health entered into a contract with the Kansas Health Policy Authority to provide a Healthy Families America program in Douglas County. As we enter a second contract cycle the following changes are being made by the Kansas Health Policy Authority effective July 1, 2010, per their correspondence with the Centers for Medicare and Medicaid Services (CMS).

All contracts for Healthy Families Kansas Program must be between the Kansas Health Policy Authority and the Douglas County Board of Commissioners. Therefore we are asking you to consider the attached contract and if agreeable sign this contract so that we may continue to provide the Healthy Families program. Your signature on this contract does not obligate you to expend any County funds as the matching funds referenced in the contract are provided by the Kansas Children's Service League. In addition, the contract must be signed by the Lawrence-Douglas County Health Department Health Board Chair.

Additionally the attached contract includes these new requirements:

1. The Board of County Commissioners or other authorized elected official or employee of the County shall certify quarterly to the KHPA the matching funds on the Certification of Non-Federal Match Form. *These funds will continue to be developed by the Kansas Children's Service League (KCSL) through donations which are received and held by the Douglas County Community Foundation.*
2. The County's Budget Officer or other authorized officer or employee of the County must sign and date the quarterly invoice/affidavit of expenditures.
3. Quarterly payments from KHPA as a result of a drawdown of federal Medicaid matching funds will be payable to the County. Once received by Douglas County the County will send a reimbursement to the LDCHD for those funds to continue administering the Healthy Families program in Douglas County.

Encl: Contract
Healthy Families America fact sheet

CC: Craig Weinaug
Dr. Gerald Pees

AGREEMENT
between the
KANSAS HEALTH POLICY AUTHORITY
the
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
and the
LAWRENCE - DOUGLAS COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

This agreement is entered into by and between the Kansas Health Policy Authority, hereinafter referred to as “KHPA”, and the Douglas County Board of County Commissioners, hereinafter sometimes referred to as “County;” and, the Lawrence - Douglas County Health Department, hereinafter referred to as “Service Contractor.”

WHEREAS, K.S.A. 2007 Supp. 75-7401 authorizes the KHPA to enter into a contract for services, and;

WHEREAS, the County and the Service contractor desire to develop, implement, and maintain a voluntary program that provides outreach, prevention and early intervention services to new, low-income parents and children with emphasis on adolescent and pregnant teen parents of at-risk infants in the County, and;

WHEREAS, the KHPA and the County recognize a need for the program proposed by the Service Contractor and desire to promote said program, and;

WHEREAS, Federal Financial Participation (FFP) is available to pay a portion of the project costs, and;

NOW, THEREFORE, for and in consideration of their mutual promises, the parties hereby agree as follows:

I. KHPA RESPONSIBILITIES:

- A. Consultation/Review:** KHPA shall provide consultation and technical assistance to the Service Contractor during the term of this agreement, as well as review the quarterly program reports as part of the evaluation process for the program.
- B. Funding:** KHPA shall draw down and pay the County the \$135,000.00 annual draw-down of Medicaid Funds for the year, in quarterly increments of \$33,750.00, after an invoice showing expenditures for the quarter and requesting “draw down” of Medicaid funds (Federal Financial Participation) and certification of non-federal matching funds using the form provided by KHPA and signed by the Chairman of the Board of County Commissioners or other elected official or employee authorized to sign on behalf of the Board of County Commissioners is received.

II. COUNTY RESPONSIBILITIES:

- A. Funding:** The County shall provide certifiable, matching, non-federal funds in the amount of \$135,000.00 which is fifty percent (50.0%) of the total contract amount of \$270,000.00. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from

non-federal sources (generally, although there may be exceptions) that are not already used for other ffp funds. Bona fide donations must comply with the requirements found in the Code of Federal Regulations (CFR) Sections 433.50 through 433.74, *et al.* that interpret and implement Section 1902(a)(2) and section 1903(w)(7)(G) of the Social Security Act.

Specifically 42 CFR Section 433.50, defines a unit of government that can certify matching, non-federal funds and 42 CFR Section 433.54 clarifies what a bona fide provider donation is and how one may be used.

1. “Sec. 433.50 Basis, scope, and applicability.

Source: 57 FR 55138, Nov. 24, 1992, unless otherwise noted.

- (a) Basis. This subpart interprets and implements--(1) Section 1902(a)(2) and section 1903(w)(7)(G) of the Act, which require States to share in the cost of medical assistance expenditures and permit State and local units of government to participate in the financing of the non-Federal portion of medical assistance expenditures.
- (1) A unit of government is a State, a city, a county, a special purpose district, or other governmental unit in the State that: has taxing authority, has direct access to tax revenues, is a State university teaching hospital with direct appropriations from the State treasury, or is an Indian tribe as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, as amended [25 U.S.C. 450b].”

Therefore, only a State, city, county, special purpose district, or other governmental unit the State that: has taxing authority or has direct access to tax revenues may certify matching funds.

2. “42 CFR Section 433.54 Bona fide donations.

- (a) A bona fide donation means a provider-related donation, as defined in Sec. 433.52, made to the State or unit of local government, that has no direct or indirect relationship, as described in paragraph (b) of this Section, to Medicaid payments made to--
- (1) The health care provider;
- (2) Any related entity providing health care items and services; or
- (3) Other providers furnishing the same class of items or services as the provider or entity.
- (b) Provider-related donations will be determined to have no direct or indirect relationship to Medicaid payments if those donations are not returned to the individual provider, the provider class, or related entity under a hold harmless provision or practice, as described in paragraph (c) of this section.
- (c) A hold harmless practice exists if any of the following applies:

- (1) The State (or other unit of government) provides for a direct or indirect non-Medicaid payment to those providers or others making, or responsible for, the donation, and the payment amount is positively correlated to the donation. A positive correlation includes any positive relationship between these variables, even if not consistent over time.
 - (2) All or any portion of the Medicaid payment to the donor, provider class, or related entity, varies based only on the amount of the donation, including where Medicaid payment is conditional on receipt of the donation.
 - (3) The State (or other unit of government) receiving the donation provides for any direct or indirect payment, offset, or waiver such that the provision of that payment, offset, or waiver directly or indirectly guarantees to return any portion of the donation to the provider (or other parties responsible for the donation).
- (d) CMS will presume provider-related donations to be bona fide if the voluntary payments, including, but not limited to, gifts, contributions, presentations or awards, made by or on behalf of individual health care providers to the State, county, or any other unit of local government does not exceed--
- (1) \$5,000 per year in the case of an individual provider donation; or
 - (2) \$50,000 per year in the case of a donation from any health care organizational entity.
- (e) To the extent that a donation presumed to be bona fide contains a hold harmless provision, as described in paragraph (c) of this section, it will not be considered a bona fide donation. When provider-related donations are not bona fide, CMS will deduct this amount from the State's medical assistance expenditures before calculating FFP. “

Bona fide donations must be given directly to the County from the donor and the donor and amount donated must be identified in the funding certification submitted quarterly by the Board of County Commissioners.

- B. Funding Certification:** During the contract year, on a quarterly basis, the Board of County Commissioners or their designee shall certify to KHPA on a form provided by KHPA (Attachment C - Certification of Non-Federal Match Form) or duplicate thereof, that it has expended or will expend \$33,750.00 as matching funds for the quarter, required to match the FFP for this contract and that both federal and matching funds have been or will be expended for the purposes specified herein. This form should be submitted to KHPA for expenditures incurred in each calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).

- C. Invoice:** The County Budget Officer or other authorized official or employee shall submit an invoice each calendar quarter (Attachment D – Sample Invoice or other format preferred by the County) certifying that funds expended or to be expended were or shall be expended for services as specified in this agreement and requesting draw down of federal financial participation (ffp) and reimbursement to the County in an amount of \$33,750.00.
- D. Hold Harmless:** The County shall indemnify the State against any and all loss of federal funds as a result of a finding by the federal government that the “certified match funds” provided by the County did not meet federal requirements or to loss of federal funds to any extent arising out of the County’s negligence in the performance of services under this contract.

III. SERVICE CONTRACTOR RESPONSIBILITIES:

- A. Program Development:** Service Contractor shall develop, implement and maintain Program elements to promote best practices in providing prevention/early intervention services to new parents. Program elements shall include:
1. Identify all families of at-risk infants from a targeted geographic area using reliable screening mechanisms.
 2. Provide intensive, long-term, home visitor support.
 3. Facilitate bonding between parent and infant.
 4. Empower parents to seek support services through available community resources.
 5. Promote healthy child development.
 6. Prevent child abuse and neglect among project children from birth to age 5.
 7. Link the child to a pediatric medical facility, other community services, and to developmental resources, as needed.
 8. Initiate services with new parents before birth or at birth.
 9. Identify families who are most in need of services
 10. Offer services voluntarily and use positive, persistent, outreach efforts to build family trust.
 11. Offer services intensively (at least once a week) and over the long term (2-5 years), with well-defined criteria for increasing or decreasing frequency of services.
 12. Ensure services are culturally appropriate and staff acknowledges, understands and respects the family’s cultural differences. Staff and materials used shall reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
 13. Ensure services are comprehensive, focusing on supporting the family as a whole (parent(s) and child or children).
 14. Ensure services are provided by staff with caseloads limited and monitored, to assure that home visits provide an adequate amount of time for each family visit to meet their unique and varying needs and to plan for future activities.
 15. At a minimum, all families shall be linked to a medical provider to assure optimal health and development (i.e., the Medicaid Early, Periodic Screening, Diagnosis and Treatment Program (EPSDT), timely immunizations, well-child care, etc.). Dependent upon the family’s needs, they may also be linked to additional services such as financial, food and housing assistance programs;

school readiness programs; child care and job training programs; family support centers, substance abuse treatment programs and domestic violence shelters.

- B. Reports:** The Service Contractor shall report to KHPA quarterly and annually regarding the program success. Reports are due with the certification of funds and invoice requesting draw-down and payment of the Medicaid matching funds.

As a guideline and measurement for reporting on the program's success, the Service Contractor shall utilize Attachment B, Program Report, which is incorporated herein by reference and made a part of this agreement.

The Service Contractor acknowledges that KHPA may adjust attachment A at any point within the contracting period to include the addition of new information. The Service Contractor shall make potential adjustments within 60 days at the Service Contractor's expense.

1. Service providers should receive intensive training specific to their role in order to understand the essential components of family assessment and visitation. This training must include, but is not limited to, the areas of:
 - (a) identifying at-risk families
 - (b) offering services and making referrals
 - (c) assisting with the application for Medicaid or CHIP services
 - (d) promoting use of preventive health care
 - (e) securing medical homes
 - (f) emphasizing the importance of immunizations and the EPSDT Program
 - (g) utilizing creative outreach efforts
 - (h) establishing and maintaining trust with families
 - (i) building upon family strengths
 - (j) developing an individual family support plan
 - (k) observing parent-child interactions
 - (l) determining the safety of the home
 - (m) managing crisis situations
2. Service providers should receive ongoing, effective supervision on a weekly basis so they are able to:
 - (a) develop realistic and effective plans to empower families to meet their objectives;
 - (b) understand why a family may not be making progress and how to work with that family more effectively;
 - (c) develop accurate assessment skills;
3. Home visitors should have a framework of education/experience which prepares them for handling the variety of situations they may encounter when working with at-risk families. All service providers should participate in basic training opportunities in order to effectively perform their job in the areas of cultural competency, substance abuse, reporting child abuse, domestic violence, drug exposed infants, and services in their community.

Failure of the Service Contractor to provide qualified staffing at the level required may result in termination of this contract.

4. Reports: The Service Contractor shall report to KHPA quarterly regarding the program success, with reports being due with the quarterly certification of funds and invoice requesting the draw-down and payment of Medicaid matching funds.

IV. CONTRACT TERMS AND CONDITIONS:

- A. Term:** The term of this contract shall begin July 1, 2010 through June 30, 2011 with two (2) additional one (1) year renewals, at the option of the parties hereto, and in written agreement of the parties.
- B. Compensation:** Total annual funding under this agreement shall not exceed \$270,000.00, said amount comprising the County's certified matching funds of \$135,000.00 and the ffp amount of \$135,000.00. In the event increased funding becomes available to the County, and the County wishes to expand the scope of services the County shall notify KHPA in order that an amendment to the contract be prepared, if applicable.

County shall submit the quarterly certification and request the quarterly "draw down" of funds in the amount of \$33,750.00 on or about July 1, October 1, January 1, and April 1 of the agreement year. The Service Contractor's report must accompany the certification and request for quarterly "draw down" of funds.

Quarterly payments shall be processed within two weeks of receiving the County's invoice or "draw down" request, Program Report and certification of matching funds. In no event shall the payment exceed forty-five days from date of request.

- C. Suspension/Termination:** Any of the parties hereto may terminate this agreement for any reason by giving written notice of the termination to the remaining parties at least 30 days prior to the date of termination stated in the written notice.

Further, it is understood and agreed that all obligations of KHPA, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall KHPA be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, KHPA shall notify the County and Service Contractor of such reduction of funds available and shall be entitled to reduce the KHPA's commitment hereunder or to terminate the contract as it deems necessary.

- D. Termination for Unavailability of Funds:** It is understood and agreed by the County and the Service Contractor that all obligations of the State of Kansas, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State of Kansas be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the State of Kansas shall notify County and the Service Contractor of such reduction of funds available and shall be entitled to reduce the State's commitment hereunder or to terminate the contract as it deems necessary.

- E. Retention of and Access to Records:** All records prepared pursuant to this agreement shall be retained and safeguarded for a six-year period following termination of this agreement, and said records shall be made available to any other party to this agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees.

Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this agreement.

In the event that the terms of this agreement give rise to litigation, the parties shall retain all documents arising out of the litigation, for two years following termination of the litigation and any appeal thereof.

- F. Independent Contractor Status:** At all times pertinent to this agreement the County and Service Contractor shall perform as and hold the status of independent Contractors and at no time be deemed employees of the State. County and Service Contractor shall have sole discretion in directing the conduct, activities, and duties performed by their respective employees pursuant to this agreement.

County and Service Contractor shall take appropriate measures to ensure that their personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. KHPA will not withhold any form of taxes, insurances, assessments, or plan payments required of an employer-employee status or that which may be requested by the County or Service Contractor, and County and Service Contractor shall be solely responsible for said taxes, insurances, assessments, and plan payments.

- G. Confidentiality:**

The Service Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Service Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Service Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Service Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Service Contractor. On the termination or expiration of this contract, Service Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

KHPA shall not disclose Private Health Information to the County or Service Contractor.

- H. Attachments:** The provisions found in Contractual Provisions Attachments A (DA-146a), B (Program Report), C (Certification Form) and D (Sample Invoice) (which are attached hereto, are hereby incorporated in this contract and made a part thereof.

- I. **Modifications:** Modification or amendment to this agreement shall be in writing and executed with the same formality as the original.
- J. **Assignment:** Neither the County nor the Service Contractor may assign or delegate its duties or obligations under this agreement without prior written consent of the KHPA.

IN WITNESS HEREOF, the parties hereby execute this agreement on the day and year identified by the signatures below.

DOUGLAS COUNTY

Name
Chairperson, Nancy Thellman, Douglas County
Board of County Commissioners

Date

HEALTH DEPARTMENT

Name
Chairperson, Gerald B. Pees, MD
Lawrence-Douglas County Board of Health

Date

KANSAS HEALTH POLICY AUTHORITY

Andrew Allison, PhD
Executive Director of the
Kansas Health Policy Authority

Date

State of Kansas
 Department of Administration
 DA-146a (Rev. 1-01)

Attachment A
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/Contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to Contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to Contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this contract on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment

Attachment B
Outreach, Prevention and Early Intervention Services
Kansas Health Policy Authority Contract #2011-013

LAWRENCE - DOUGLAS COUNTY HEALTH DEPARTMENT QUARTERLY REPORT

(Count parent and child as one unit unless indicated otherwise)

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
New participants					
Total new participants					0
Total prenatal referrals					0
Total referrals at birth					0
Total referrals at discharge					0
Total of pregnant teens					0
Total of post delivery teens					0
Total of home visits					0
Total enrolled in Medicaid at 1st contact					0
Total of applicants in Medicaid program					0
Total participating in family planning, if applicable					0
Total with private health insurance					0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Teen Pregnancy					
Total of pregnant teens in program					0
Total of teen mother's in program					0
Total of teen mother's with more than 1 child					0
Total of pregnant teens receiving prenatal care					0
Total of teen mother's on Medicaid					0
Total of teen applicants for Medicaid					0
Total with private health insurance					0
Total participating in family planning, if applicable					0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Overall Program Participation					
Total enrolled in program					0
Total enrolled in Medicaid					0
Total children in Medicaid's Early, Periodic Screening, Diagnosis and Treatment Program (EPSDT)					0
Total of home visits					0
Total actively utilizing program services					0
Total number-unresponsive to outreach effort					0
Total number completing program through age 2					
Total number completing program through age 3					
Total number completing program through age 5					0
Total number dropping out of program or inactive for 3 or more months					0

Total with private health insurance					0
Total-Drug/Alcohol abuse history					0
Total-Daily tobacco use					0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Child Wellness					
Total of children served/enrolled -Ex: 12/20					0
Total of families w/children receiving primary care					0
Total of families with children following immunization schedule					0
Total of individuals enrolled in CHIP					0
Total of individuals with private health insurance					0

Summary/Comments:

Attachment C
Certification of Non-Federal Match Form
(To be used to certify Medicaid Matching Funds for Contract KHPA2011-013)

INSTRUCTIONS: Complete items 1 through 4 below, sign and date, and return the form to the address at the top of the second page. Please refer to your Invoice - Total Program Expenditures for this Quarter section when completing this form.

County: Douglas County, Kansas

Douglas County Federal Employer Identification Number _____

QUARTER: _____ (MO/YY – MO/YY)

1. TOTAL FUNDS ALLOWABLE \$67,500.00

*Note-This amount should come from the Quarterly Invoice and equal the Total Expenses for the Quarter

2. TOTAL MEDICAID EXPENDITURES

(Amount Expended - FEDERAL SHARE ONLY) \$33,750.00

3. NON FEDERAL MATCH REQUIRED = (#1 – #2)

(Certified Funds that the County must Identify) \$ 33,750.00

4. NON FEDERAL MATCH FUNDS provided by County. Designate the source and amount of funds in your County budget that you are using to match the federal funds received from Medicaid. The total amount of the certified funds that you identify must equal the amount shown in item #3 above.

SOURCE AMOUNT

_____ \$ _____
_____ \$ _____
_____ \$ _____

I, on behalf of the Board of County Commissioners of Douglas County, Kansas, certify that, to the best of my knowledge, the Non-Federal Match identified in #3 above, for the Quarter ending _____ represents funds expended or to be expended by the Lawrence – Douglas County Health Department for Outreach, Prevention and Early Intervention Services. The amount expended or to be expended is from the sources identified and is eligible for federal match and does not duplicate any Federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation. The funds sought from federal financial participation and the certified funds expended or to be expended as the non-federal match requirement have been or will be expended for Medicaid activities related to the delivery or coordination of outreach, screening, diagnosis, treatment, intervention or other program services, and I certify that to the best of my knowledge the Lawrence – Douglas County Health Department has records on file documenting that there were allowable paid claims for these services that were actually delivered to program beneficiaries during the quarter.

CERTIFICATION OF FUNDS BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OR OTHER AUTHORIZED ELECTED OFFICIAL OR EMPLOYEE OF THE COUNTY:

Signature _____ Name (Printed): _____ Date: _____
Chairperson of the Board of County Commissioners
Or other authorized elected official or
employee of the County whose title is: _____

RETURN THIS COMPLETED FORM TO:

**Kansas Health Policy Authority
Attention: Medicaid Contracts Unit
900 SE Jackson St., Room 900-N
Topeka, KS 66612**

The County hereby requests that the Kansas Health Policy Authority (KHPA) draw down and distribute to the County, on behalf of the Lawrence – Douglas County Health Department the amount identified in paragraph 2., on the preceding page, for Program related services that are eligible for reimbursement by the federal share only of the Medicaid allowed amount. The County is responsible for “matching” the federal payment with certifiable funds already in their budgets. This involves identifying the certifiable funds in the County budget being designated to match the federal Medicaid payment received by the County. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from non-federal sources (generally, although there may be exceptions) that are not already used for other federal financial participation (ffp) funds.

The County must certify the availability of the matching non-federal share of service expenditures, using this form. This form should be submitted to KHPA for expenditures incurred in a calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).

Procedure for Completing the Certification Form

1. **Total Medicaid Allowable** - All costs that Medicaid will allow as certifiable Medicaid expenditures. This amount is shown in the quarterly invoice as "Total Expense" and should be equal to the total in that column.
2. **Total Medicaid Expenses** - The amount of expenses reimbursable by federal funds received or to be received in support of the Medicaid program. This amount is shown in the invoice as "Medicaid Expenses" and should be equal to the total in that column.
3. **Non-Federal Match Required** – These are the matching funds that the County must identify. The amount is shown in the invoice as “County Expenses” and should be equal to the total in that column.
4. **Non-Federal Match Funds** – Designate the source and the amount of funds in your County budget that you are using to match the federal funds received by Medicaid. This amount should be equal to the amount in #3.
5. **The Chairman of the County’s Board of County Commissioners or other authorized elected official or employee of the County** must sign and date this form, certifying the accuracy and completeness of the amounts listed.
6. **The County’s Budget Officer or other authorized officer or employee of the County** must sign and date the Quarterly Invoice.

Atch D
SAMPLE INVOICE

for the
Douglas County Contract KHPA2011-013
3rd Quarter, Year One: 01/01/10 - 3/31/10

PERSONNEL

Quarterly

Year-to-Date

Name	Title	% FTE	Quarterly			Year-to-Date		
			Medicaid Expense (1)	County Expense	Total Expense	Medicaid Expense (1)	County Expense	Total Expense
Smith, John	Project Director	0.50	0	6,200	6,200	0	18,600	18,600
Jones, Joanne	Nurse	1.00	7,200	7,200	14,400	21,600	21,600	43,200
Williams, Tony	Social Worker	1.00	6,600	6,600	13,200	19,800	19,800	39,600
			13,800	20,000	33,800	41,400	60,000	101,400
TRAVEL	In-state		2,500	0	2,500	5,000	0	5,000
SUPPLIES	Project Supplies		1,250	0	1,250	2,500	0	2,500
OTHER	Toll-Free Telephone		750	0	750	2,250	0	2,250
	Communications		750	0	750	3,200	0	3,200
	Photocopying		70	0	70	4,160	0	4,160
	Postage		880	0	880	1,490	0	1,490
			2,450	0	2,450	11,100	0	11,100
TOTAL COST			<u>20,000</u>	<u>20,000</u>	<u>40,000</u>	<u>60,000</u>	<u>60,000</u>	<u>120,000</u>

I, _____ Name _____, do hereby certify that the amounts shown as Medicaid and County Expenses for the quarter 01/01/10 through 3/31/2010 were or will be incurred and expended by Douglas County for the purposes required by the Outreach & Prevention Contract # KHPA2011-013. I further certify that the amounts shown as County Expenses were or will be paid for using certified matching funds provided by Douglas County and hereby request that the Kansas Health Policy Authority draw down the federal funds required to reimburse Douglas County for the Medicaid funding participation in this Program.

Signature of the County Budget Officer
or other Authorized Elected Official or Employee
For the County of: _____
Title: _____
Date: _____

Date

(1) We are asking for reimbursement of the Quarterly amount expended as shown in the column marked Medicaid Expense.

Bill To: Kansas Health Policy Authority
Attn: Shanelle Dupree
900 SW Jackson St., Room 900-N
Topeka, KS 66612

What is Healthy Families America?

Prevent Child Abuse America implemented Healthy Families America (HFA) in 1992, building on two decades of research in the field of home visitation.

- ❑ HFA is a nationally-recognized, voluntary service that connects overburdened expectant parents and parents of newborns with free child development assistance in their homes.
- ❑ Well-respected, extensively-trained assessment workers and home visitors provide valuable guidance, information and support to help parents be the best parents they can be.
- ❑ Based upon our years of experience and evidence-base, we know that home visiting promotes optimal long-term mental and physical health of parents and their children.

What Services Does HFA Provide?

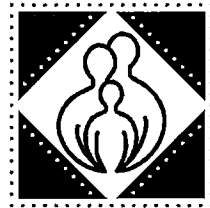
All expectant parents and parents of newborns have common questions about their child's development. A new baby can be both a welcome addition and a stressful time of family transition. HFA staff receive extensive training in a wide range of areas that provide the answers to parents' questions on how to:

- ❑ Care for yourself during pregnancy;
- ❑ Soothe your crying baby;
- ❑ Ensure your child is receiving the right nutrition;
- ❑ Promote healthy child development and bonding; and
- ❑ Create a safe home environment.

The Federal Office of Juvenile Justice and Delinquency Prevention reports that Healthy Families America "*produces measurable benefits for participants in areas such as parent-child interaction and parental capacity.*"

To learn more about where HFA is in your community, program basics, research reports and public policy efforts, please visit our website at:

www.healthyfamiliesamerica.org



healthy families america®

Healthy Families America

500 North Michigan Avenue

Suite 200

Chicago, IL 60611

312.663.3520

Because You Care...



...Learn More



healthy families america®

www.healthyfamiliesamerica.org



“Having a child can be challenging... there are really no words to describe the feeling but having somebody, no, having a whole entire program full of encouragement makes every day easier.”

— HFA Participant

www.healthyfamiliesamerica.org

Healthy Families America Works

The benefits of HFA are proven, significant, and impact a wide range of child and family outcomes.

Improves Parenting Attitudes

HFA families show positive changes in their perspectives on parenting roles and responsibilities.

Increases Knowledge of Child Development

HFA parents learn about infant care and development; including child care, nutrition, and effective positive discipline.

Supports a Quality Home Environment

HFA parents read to their children at early ages, provide appropriate learning materials, and are more involved in their child's activities, all factors associated with positive child development.

Promotes Positive Parent-Child Interaction

HFA parents demonstrate better communication with, and responsiveness to, their children. This interaction is an important factor in social and emotional readiness to enter school.

Improves Family Health

HFA improves parents' access to medical services, leading to high rates of well-baby visits and high immunization rates. HFA also helps increase breast feeding, which is linked to many benefits for both babies and moms.

Prevents Child Abuse and Neglect

HFA has a significant impact on preventing child maltreatment, particularly demonstrated in recent randomized control trials.

Who Does HFA Serve?

HFA connects with families through hospitals, health care providers and other community organizations. HFA serves families of all cultures and income levels, meeting the needs of over 400 communities across the US and Canada.

How Does HFA Ensure Quality Services?

HFA site accreditation is based upon a stringent set of 12 critical elements founded in 20 years of research. The process involves an in-depth examination of each site's operation, as well as the quality of the home visit services being provided.

Well-Trained Staff

HFA assessment staff and home visitors are highly trained and respected members of the community.

- On average, HFA's 2,000 home visitors have four years of home visiting experience and three years tenure with their HFA program.
- All HFA program staff receive highly specialized training upon employment and then on an ongoing basis.
- The vast majority of HFA supervisors have graduate degrees or are college graduates. On average, supervisors have approximately eight years of home visiting experience plus four years tenure with their HFA program.



Because You Care... ...Learn More

Research Spotlight on Success: *Healthy Families America Promotes Child Health and Development**

Positive child health and development are central to child well-being. Coping with a sick child, particularly with a chronic illness, can pose significant stress to parents and may interfere with child care access and work opportunities. Likewise, developmental delays or inappropriate expectations of children contribute to stress and risk for child maltreatment¹. Healthy Families America (HFA) promotes child health and development in several ways:

- When families enroll in HFA prenatally, home visitors help women access prenatal health care and practice a healthy lifestyle;
- HFA links families to a medical home and encourages timely immunizations and well-baby check-ups;
- HFA family support workers provide regular developmental screenings to identify developmental delays as early as possible, ensuring early intervention when appropriate;
- Parents receive information to help them understand and improve their child's health and development; and
- HFA's emphasis on positive parenting contributes to better developmental outcomes.

Research Highlights**

Improved Birth Outcomes and Birth Weight

Babies of parents enrolled prenatally in HFA had fewer birth complications in one randomized control trial (RCT) (VA2) and higher birth weights in another RCT (NY2). Other studies in Florida, District of Columbia, New Jersey, and Virginia show positive impacts of HFA on healthy birth weight.

Increase in Breastfeeding

HFA had a positive impact on breastfeeding in four studies (NY1, NY2, WI, MA). In two studies, these impacts were significant for moms enrolled prenatally (NY1) and moms with two or more children (NY2). A third study found that mothers breastfed significantly longer than a comparison group (WI).

"Through my home visitor's help, I can help my baby grow better, or stimulate her mind the right way, or know what she's supposed to be doing [at a particular stage]. Because otherwise I'd just be like, 'Okay, what do you want?' I wouldn't know what parts of her brain are developing at what time. And I just might be able to encourage her growth so she becomes the best little girl that she can be."

— HFA Participant



**healthy
families
america®**

www.healthyfamiliesamerica.org

What is Healthy Families America?

Prevent Child Abuse America implemented Healthy Families America (HFA) in 1992, building on two decades of research in the field of home visitation.

- HFA is a nationally-recognized, voluntary service that connects overburdened expectant parents and parents of newborns with free child development assistance in their homes.
- Well-respected, extensively-trained assessment workers and home visitors provide valuable guidance, information and support to help parents be the best parents they can be.
- Based upon our years of experience and evidence-base, we know that home visiting promotes optimal long-term mental and physical health of parents and their children.

Linkage to Medical Home and Higher Immunization Rates

HFA links families to a "medical home" by ensuring access to preventive and routine health care, such as immunizations and well-baby check-ups. Large cross-sectional studies consistently show high rates of families linked to a medical care provider (74% to 100%, averaging 94%; AK, AZ, CA, FL3, FL4, HI2, IA, MD1, MD2, NY2, OR, TN, VA1, VA3, VA4, VT), and immunization rates that exceed community, state and national rates (AZ, CT, GA, FL1, FL4,

NJ, VA2, VA4). More rigorous studies have demonstrated program benefits on well-baby visits (CA, VA2, WI).

Improved Knowledge of Child Development

HFA positively impacts parents' knowledge of child development. This impact was significant for parents with more than one child in a RCT (NY2). Another study found a significant increase in knowledge from enrollment to 6 and 12 months (MD1). A third study (IA) found 87% of parents reported improved knowledge of infant care and development, and 70% reported improvements in disciplinary knowledge.

A Better Quality Home Environment

HFA helps parents create a more responsive and developmentally stimulating home environment, demonstrated by four RCTs (AK, GA, HI1, VA2), three comparison group studies (DC, FL4, WI), and additional evaluations (AZ, IN, MD1, MI, NJ, VA4). This means parents are reading to their children at an earlier age and providing appropriate learning materials. They are also demonstrating greater involvement in their children's activities and acceptance of their behavior, all factors associated with positive child development.

Enhanced Cognitive Development

HFA positively impacted children's cognitive development in two RCTs (AK, CA), and showed some benefits on scores on the Ages & Stages Questionnaire, a developmental screening tool that measures parent's self-report (GA, NY1).

*National Research Council (2001). *Crime victims with developmental disabilities: Report of a workshop*. Committee on Law & Justice. Joan Petersilia, Joseph Foote, and Nancy A. Crowell, editors. Commission on Behavioral and Social Sciences and Education. Washington, D.C: National Academy Press.

The Bottom Line

HFA contributes significantly to improved child health and development, with several outcomes supported by one or more rigorous studies. Most impressive is HFA's impact on the quality of the home environment, including positive parent child interaction, a tremendously important area in promoting child development.



500 North Michigan Avenue
Suite 200
Chicago, IL 60611
312.663.3520

www.healthyfamiliesamerica.org

May, 2008

* State abbreviations and numbers refer to site or state-level evaluation studies; more information on the studies can be found in the HFA Table of Evaluations at www.healthyfamiliesamerica.org/research/index.shtml

** This report highlights findings from 34 studies in 25 states. Study designs include 8 randomized control trials and 8 comparison group studies. Over 230 HFA programs were involved in these studies.



JAMIE SHEW
DOUGLAS COUNTY CLERK

1100 Massachusetts
Lawrence, KS 66044

Phone: 785-832-5182
Fax: 785-832-5192

Carrie F. Moore
Chief Deputy Clerk

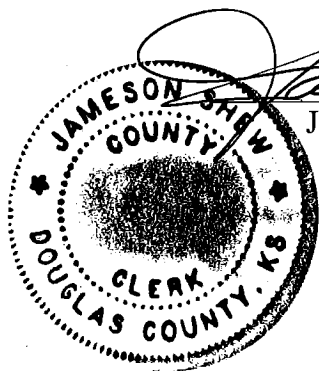
Keith D. Campbell
Deputy Clerk-Elections


CERTIFICATE OF SUFFICIENCY SIGNATURES OF PETITION

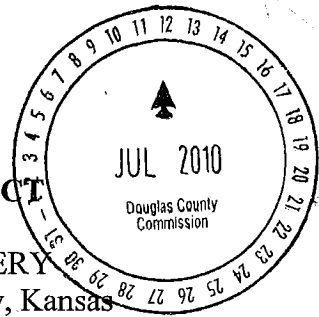
STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

I, Jameson D. Shew, County Clerk of Douglas County, Kansas, do hereby certify that the Petition titled "Petition for the Formation of Rock Creek Cemetery District" filed with the Board of County Commissioners, requesting the Board of County Commissioners create a cemetery district to be named Rock Creek Cemetery District, has sufficient signatures and is a valid petition in accordance to K.S.A. 17-1330.

Witness my hand and seal as of July 13, 2010.




Jameson D. Shew, Douglas County Clerk



PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, et seq., with boundaries of the cemetery district as follows:

West 1/2 of Section 1 and all of Section 2, Township 15 South, Range 17 East of the Sixth Principal Meridian; and all of Sections 23, 24, 25, 26, 35, and the West 1/2 of Section 36, Township 14 South, Range 17 East of the Sixth Principal Meridian; and the South 1/2 of Section 7 less _____ [3 SEPARATE TRACTS ON WEST SIDE OF SECTION 7] _____, Section 8 less _____ [SMALL PORTION IN NORTHWEST CORNER OF SECTION 8] _____, and all of Sections 9, 16, 17, 18, 19, 20, 21, 28, 29, and 30, Township 14 South, Range 18 East of the Sixth Principal Meridian, all located in Douglas County, Kansas.

I have personally signed this Petition. I am a qualified elector of the State of Kansas and of the proposed ROCK CREEK CEMETERY DISTRICT, and my residence address is correctly written after my name.

<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Mary Roberta Peterson</u> Mary Roberta Peterson	<u>476 E 150</u> Overbrook, KS	<u>6-12-2010</u>
<u>Shirley A. Lang</u> Shirley A. Lang	<u>178 N. 450 Rd.</u> Overbrook, KS	<u>6-14-2010</u>
<u>William L Baldwin</u> William L Baldwin	<u>357 E 100 Rd</u> Overbrook KS	<u>6-14-10</u>
<u>Elinor L. Baldwin</u> Elinor L. Baldwin	<u>357 E 100 Rd</u> Overbrook KS	<u>6-14-10</u>
<u>Step M. Zeller</u> Stephen M. Zeller	<u>404 E. 150 RD</u> Overbrook KS	<u>6-14-10</u>
<u>Karen S. Zeller</u> Karen S. Zeller	<u>404 E 150 Rd</u> Overbrook, KS	<u>6-14-10</u>
<u>Rebecca K. Zeller</u> Rebecca K. Zeller	<u>404 E 150 Rd</u> Overbrook, KS	<u>6-14-10</u>

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Jonathan Zeller</u> Jonathan Zeller	<u>404 E 150th Rd</u> Overbrook, KS 66324	<u>6-14-2010</u>
<u>Leo Lang</u> Leo Lang	<u>317 W 452 Rd</u> Overbrook, KS, 66524	<u>6-14-10</u>
<u>Doris J. Fawl</u> Doris J. FAWL	<u>#515 E-300 Rd.</u> Overbrook, KS-66524	<u>6-14-10</u>
<u>Charles Fawl</u> Charles Fawl	<u>515 E 300 Rd</u> Overbrook KS 66524	<u>6-14-10</u>
<u>Nancy Lang</u> Nancy Lang	<u>546 E 300 Rd</u> Overbrook, KS 66524	<u>6-14-10</u>
<u>Robert L. Lang</u> Robert L. Lang	<u>546 E 300 Rd</u> Overbrook KS, 66524	<u>6-14-10</u>
<u>Garold W. Sneeders</u> Garold W. Sneeders	<u>577 E 300 Rd</u> Overbrook KS 66524	<u>6/14/10</u>

PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

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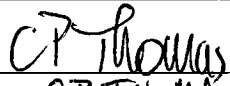
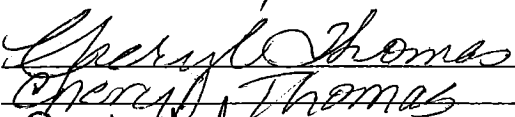
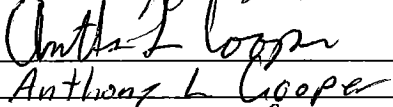
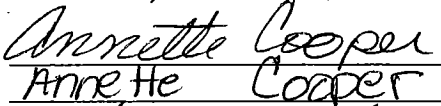
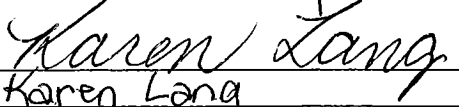
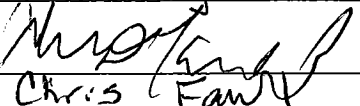
<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Mary E. Lang</u> MARY E LANG	<u>295 N. 600 Rd</u> Overbrook ks	<u>6-14-10</u>
<u>Harold Lang</u> Harold Lang	<u>295 N 600 Rd</u> Overbrook ks	<u>6-14-10</u>
<u>Roger Flory</u> ROGER FLORY	<u>297 E 500 Rd</u> Overbrook KS	<u>6-14-10</u>
<u>Teresa Flory</u> Teresa Flory	<u>787 E. 500 Rd</u> Overbrook KS	<u>6-15-10</u>
<u>Nancy Chaison</u> Nancy Chaison	<u>470 N 750</u> Overbrook KS	<u>6/15/10</u>
<u>Katharine J. Roberts</u> KATHARINE J. ROBERTS	<u>470 N. 750th</u> Overbrook	<u>6/15/10</u>
<u>Rob McGraw</u> Rob McGraw	<u>414 N 750th</u> Overbrook	<u>6/15/10</u>

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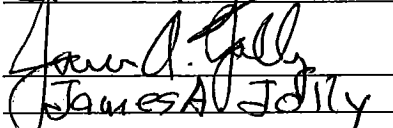
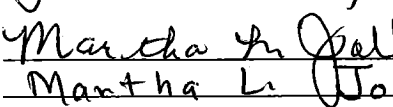
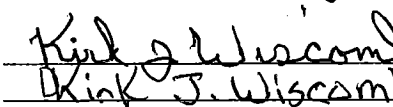
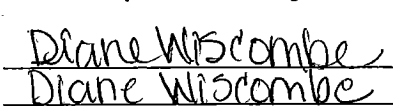
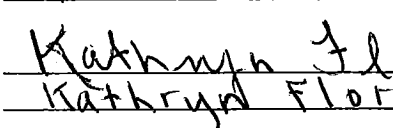
<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
 LIN STANIONIS	746 E 300 RD Overbrook KS 66524	6-15-2010
 CP THOMAS	673 E. 475 RD Lawrence, KS 66097	6-17-10
 Cheryl Thomas	673 E. 475 RD Lawrence KS 66097	6-17-10
 Anthony L Cooper	165 N 600 Rd Overbrook KS	6-17-10
 Annette Cooper	165 N. 600 Rd Overbrook KS	6/17/10
 Karen Lang	317 N. 430 Rd. Overbrook KS	6/18/10
 Chris Fawcett	478-E 300 Rd Overbrook KS	6/18/10

PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

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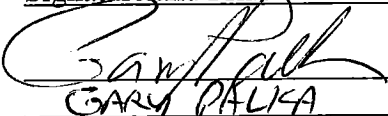

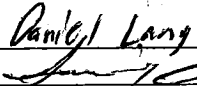
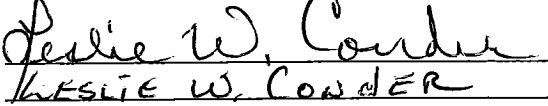
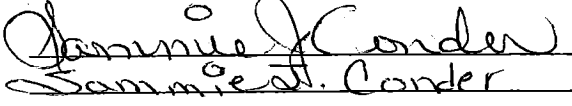
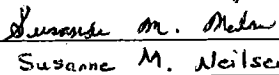
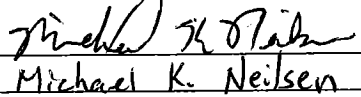
<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u></u> Eric Jolly	<u>357 E 150</u> <u>Rd. Overbrook, KS</u>	<u>6-18-2010</u>
<u></u> James A. Jolly	<u>15 N 300 Rd</u> <u>Overbrook, KS</u>	<u>6-22-2010</u>
<u></u> Martha L. Jolly	<u>15 N 300 Rd.</u> <u>Overbrook, KS</u>	<u>6-22-10</u>
<u></u> Kirk J. Wiscombe	<u>96 N 200 Rd</u> <u>Overbrook</u>	<u>6-22-10</u>
<u></u> Diane Wiscombe	<u>96 N 200 Rd</u> <u>Overbrook</u>	<u>6-22-10</u>
<u></u> Kathryn Flory	<u>406 N 750 Rd</u> <u>Overbrook</u>	<u>6-23-10</u>
<u>DIANE PALKA</u> <u>Diane Palka</u>	<u>565 E. 300 Rd</u> <u>OVERBROOK, KS</u>	<u>6-24-10</u>

PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u> GARY PALKA</u>	<u>565 E 300 RD OVERBROOK KS</u>	<u>6/24/10</u>
<u> Nan J. Renbarger</u>	<u>571 E 300 Rd Overbrook, KS</u>	<u>6/24/10</u>
<u> Amy Lang</u>	<u>370 W 450 RD Overbrook</u>	<u>6/25/10</u>
<u> LESLIE W. CORDER</u>	<u>660 E. 475TH Rd. LAWRENCE, KS 66047</u>	<u>6/26/10</u>
<u> Sammie J. Corder</u>	<u>660 E. 475 Rd Law, KS 66047</u>	<u>6/26/10</u>
<u> Susanne M. Neilsen</u>	<u>630 E 475 Rd. Lawrence, KS 66047</u>	<u>6-26-10</u>
<u> Michael K. Neilsen</u>	<u>630 E 475 Rd Lawrence, KS</u>	<u>6/26/10</u>

PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u>Brittany Laney</u> Brittany Laney	<u>519 E 400 Rd</u> Overbrook, KS 66224	<u>6/27/10</u>
<u>Derek Laney</u> Derek Laney	<u>519 E 400 rd</u> Overbrook	<u>6/27/10</u>
<u>Verna M. Stanwix</u> Verna M. Stanwix	<u>649 E. 475 Rd</u> Lawrence, KS 66047	<u>6/29/10</u>
<u>Phyllis E. Anderson</u> Phyllis E. Anderson	<u>663 E 475 Road</u> Lawrence, KS 66047	<u>6-29-10</u>
<u>Julie Lanning Metzker</u> Julie Lanning Metzker	<u>623 E 475 Rd</u> Lawrence, KS 66047	<u>6-30-10</u>
<u>David R Metzker</u> David R Metzker	<u>623 E 475 RD</u> Lawrence, KS 66047	<u>6-30-10</u>
<u>Grant Metzker</u> Grant Metzker	<u>623 E 475 RD</u> Lawrence, KS 66047	<u>6-30-10</u>

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<u>Signature and Printed Name of Signer</u>	<u>Residential Address</u>	<u>Date</u>
<u><i>D. D. Metz</i></u> <u>Daniel Metz</u>	<u>623 E. 475th</u> <u>Lawrence, KS 66047</u>	<u>6-30-10</u>
<u><i>Alan Lang</i></u> <u>Alan Lang</u>	<u>295 N. 600 Rd</u> <u>Overbrook, KS 66524</u>	<u>7-4-10</u>
<u><i>Carl Sprinker</i></u> <u>CARL SPINKER</u>	<u>769 E 500th Rd</u> <u>OVERBROOK, KS 66524</u>	<u>7-6-10</u>
<u><i>Amelia L Springer</i></u> <u>Amelia L Springer</u>	<u>769 E-500th Rd</u> <u>Overbrook, KS 66524</u>	<u>7-6-10</u>
<u><i>Laure Logan</i></u> <u>Laure Logan</u>	<u>274 N. 700 Rd.</u> <u>Overbrook, KS 66524</u>	<u>7/6/10</u>
<u><i>Loretta A. Logan</i></u> <u>Loretta A. Logan</u>	<u>274 N. 700 Rd</u> <u>Overbrook KS 66524</u>	<u>7-6-10</u>
<u><i>Michael A. McCroey</i></u> <u>Michael A. McCroey</u>	<u>640 E 200th Rd</u> <u>Overbrook, KS 66524</u>	<u>7-6-10</u>

PETITION FOR FORMATION OF ROCK CREEK CEMETERY DISTRICT

We, the undersigned, qualified electors of a proposed ROCK CREEK CEMETERY DISTRICT, do hereby petition the Board of County Commissioners of Douglas County, Kansas to enter an order in their proceedings, establishing ROCK CREEK CEMETERY DISTRICT, all in accord with the provisions of the K.S.A. 17-1330 through K.S.A. 17-1335, *et seq.*, with boundaries of the cemetery district as follows:

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Signature and Printed Name of Signer

Residential Address

Date

Kevin Warren Cobben
KEVIN WARREN COBBEN

402 N 600 Rd
OVERBROOK, KS 66524

7/7/10

Bernie Faust
Bernie Faust

21 N 600 Rd Overbrook KS 66524

7-7-10

Signature and Printed Name of Signer

Residential Address

Date

Alex Zajac

548 E 150 RD
Overbrook 66524

6-27-10

Alex Zajac

Andrea Zajac
Andrea Zajac

548 E. 150th Rd
Overbrook, KS 66524

6/27/10

Robert Hutchins
Robert Hutchins

193 N 600 RD Overbrook 6-27-10

Carolyn Hutchins
Carolyn Hutchins

193 N 600 Rd 6/27/10
Overbrook KS 66524

Linda Faust
Linda Faust

21 N 600
Overbrook KS 66524

6-27-10

Paula Denise Kraft
Paula Denise Kraft

402 N 600 Rd
Overbrook 66524

6/27/10

Luke Lang
Luke Lang

317 N 450 RD
Overbrook 66524

6/27/10

I am the circulator of this Petition. I have personally witnessed the signing of the Petition by each person who name appears thereon. I am a resident and a registered elector of the State of Kansas and of Douglas County, Kansas, the political or taxing subdivision in which the proposed Rock Creek Cemetery District is located.

Dated this 12th day of July, 2010.

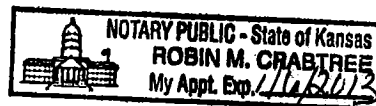
Mary Roberta Peterson
Signature of Circulator

476 E 150 Rd Overbrook, KS
Address of Circulator 66524

STATE OF KANSAS)
)
COUNTY OF DOUGLAS) ss: /

Subscribed and sworn to before me this 12th day of July, 2010, by Mary Roberta Peterson, the circulator of this Petition.

[Signature]
Notary Public
My appointment expires: 1/4/2013



MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : July 16, 2010

Re : Determine 2011 maintenance budget for the Hesper Charter Road Improvement District

The BOCC created the Hesper Charter Road Improvement District (Hesper CRID) in December 2004 by Home Rule Resolution No. HR 04-12-3 (attached). The CRID includes portions of N 1100 Road, E 2300 Road and N 1137 Road, all east of Route 1061, totaling 2.81 centerline miles. The CRID made capital improvements to these roads in 2005. The improvements consisted of adding a nominal 4" crushed rock base, priming and double chip sealing the surface, and replacing crossroad culverts. CRID property owners were assessed for the cost of the capital improvements (approximately \$231,000). In addition, CRID property owners are assessed for a portion of road maintenance costs with Eudora Township funding the remaining maintenance costs.

A history of maintenance assessments collected vs. actual maintenance costs is as follows:

<u>Year</u>	<u>Maintenance Assessments Collected</u>	<u>Actual Maintenance Costs</u>
2006	\$ 19,656	\$ 1,734.94
2007	\$ 19,656	\$ 9,361.80
2008	\$ 24,585	\$ 51,792.07
2009	\$ 29,175	\$ 59,731.55
2010	\$ 29,175	
Subtotals	\$ 122,247	\$ 122,620.36

Our maintenance expenditures in 2008 and 2009 significantly exceeded the assessments collected. This was due to the significant amount of asphalt patching completed. Given the current condition of the roads in the CRID, a similar amount of asphalt patching this year as in the previous two years would be reasonable. It is clear that if we are to fully cover these maintenance costs, the assessments collected must increase.

MEMORANDUM
July 16, 2010

We met with CRID property owners July 15, 2010. It was clear from our discussions the consensus among property owners is to keep the maintenance budget essentially flat. Given the poor economy, and the fact that CRID property owners are still paying off the costs of the capital improvements, the property owners made it clear that increasing assessments to fully cover a significant amount of asphalt patching is not desirable option. They are willing to live with less maintenance and rougher roads.

While we have been doing extensive asphalt patching the last two years, we feel we can keep the roads safe while doing significantly less patching in 2010 and 2011. We will consider ways to repair deteriorated areas without using as much hot mix asphalt. For example, we may be able to stabilize portions of the base then follow with a thin surface layer of asphalt. However, if we keep maintenance expenses below \$30,000, there will be deteriorated pavement areas that will not be properly repaired. We have some concerns that foregoing appropriate pavement repairs will result in much higher costs in the future.

During our July 15 meeting, the CRID property owners reminded me that through trucks were to be kept off these roads. They feel a significant number of trucks are using these roads. This jibes with the pavement distresses we have been experiencing. We have taken traffic counts, and the truck percentages are higher than expected, although the actual number of trucks is not high. I do agree with the CRID property owners that truck traffic should be restricted on these roads. This should greatly aid the effort to keep these roads in serviceable condition. We plan to place a 5-ton commercial truck weight limit on these roads. The weight limit would not include agricultural vehicles and equipment or commercial trucks servicing CRID properties.

I recommend establishing the 2011 budget at \$30,000 for road maintenance in the Hesper Charter Road Improvement District. Attached is a breakdown of CRID property owner assessments and township contributions toward a \$30,000 budget. The numbers are similar to the 2010 assessments established last year.

Members of the Hesper CRID advisory committee plan to attend the BOCC meeting. Advisory committee members include Cody Bryan, Denny Hall, and Ellis Whitesall. Other Hesper CRID property owners will also attend.

Action Required: Determine the 2011 road maintenance budget for the Hesper Charter Road Improvement District.

Date: 7/14/2010
 By: KAB

HESPER CHARTER ROAD IMPROVEMENT DISTRICT

TOWNSHIP AND DISTRICT CONTRIBUTIONS TO ROAD MAINTENANCE COSTS

Assumptions:

1. Total maintenance budget set at \$30,000.
2. Township performs no maintenance activities.
3. Twp contributes percentage of road fund budget into District maint fund.
4. County forces perform all maintenance activities except chip seals.

Hesper Improvement District total valuation (2010)*:	\$	973,153
Eudora Township total valuation (2010)*:	\$	13,916,858
Percentage of improvement district value to total township value:		6.99%
Township Road Fund budget, 2010**:	\$	262,300
Amount to be allocated to improvement district maintenance:	\$	18,342

Calculation of Improvement District contribution to annual maintenance expense:

Total estimated annual maintenance expense:	\$	30,000
Improvement District assessments required:	\$	11,658
	\$	30,000
		Maint. Assess.
		<u>per IPO</u>
Annual maint assessment per IPO:	<u>IPO's</u>	\$ 277.58
	42	

*values provided by DGCO Appraiser's Office
 **township road fund budget provided DGCO Budget Office

HR
HOME RULE RESOLUTION NO. 04-12-3

**A HOME RULE RESOLUTION CREATING THE
HESPER CHARTER ROAD IMPROVEMENT DISTRICT,
DOUGLAS COUNTY, KANSAS**

WHEREAS, the Board of County Commissioners of Douglas County, Kansas (the "Board") has adopted Charter Resolution No. 04-3-1 (the "Charter Resolution") by which the County exempts itself from certain statutes identified in Section 2 of the Charter Resolution and provides alternate substitute provisions for the said statutes in Section 3 of the Charter Resolution; and

WHEREAS, a Petition has been filed with the Board pursuant to Section 3.3 of the Charter Resolution ("the Petition"), requesting that the Board create a Road Improvement District to be known as "The Hesper Charter Road Improvement District, Douglas County, Kansas" (the "District") pursuant to the provisions of the Charter Resolution; and

WHEREAS, the Petition has been signed by the record owners of not less than sixty (60%) of the land within the boundaries of the proposed District; and

WHEREAS, pursuant to the Petition, the Board desires to adopt the alternative substitute and additional provisions set forth in Section 3 of the Charter Resolution for purposes of the Petition and to form the proposed District; and

WHEREAS, portions of the proposed District are within three miles of the City of Eudora, Kansas, requiring compliance with the procedures set forth in K.S.A. 19-270; and

WHEREAS, on the 22nd day of November, 2004, the Board received the Petition and scheduled a public hearing on the Petition to be held on December 15, 2004; and

WHEREAS, on the 29th day of November, 2004, the Douglas County Clerk, by first class mail, sent a Notice of Public Hearing, to be held on December 15, 2004, together with a copy of the Petition to: (1) each record owner of land within the boundaries of the proposed district, (2) the chairperson of the Lawrence/Douglas County Metropolitan Planning Commission, (3) the City Clerk for the City of Eudora, and (4) the Chairperson of the Eudora Planning Commission; and

WHEREAS, on November 29, 2004 and December 6, 2004, the Douglas County Clerk caused the foregoing Notice of Public Hearing to be published in the Lawrence Journal World; and

WHEREAS, on December 15, 2004, the Board conducted a public hearing pursuant to the provisions of Section 3.4 of the Charter Resolution; and

WHEREAS, upon conclusion of the public hearing and after considering the following factors, among others: (1) Population and population density of the area within the boundaries of

the territory; (2) extent of residential, business, commercial and industrial development; (3) past expansion in terms of population and construction; (4) likelihood of significant growth in the area and in adjacent areas during the next 10 years; (5) the present cost and adequacy of roads in the area; (6) the need for the public road improvements in the proposed district and whether the issuance of bonds therefor would unduly require the speculative use of public funds; (7) effect of the proposed action, and of alternative actions on adjacent areas, on the local governmental structure of the general area, and on proper land use planning of the general area; (8) The size and population of the City of Eudora, Kansas; (9) the City of Eudora's growth in population, business and industry during the past 10 years; (10) the extension of the City of Eudora's boundaries during the past 10 years; (11) the probability of its growth toward the territory during the ensuing 10 years, taking into consideration natural barriers and other reasons which might influence growth toward the territory; (12) the willingness of the City of Eudora to annex the territory and its ability to provide city services in case of annexation; and (13) the general effect upon the entire community, the Board determined it is advisable and in the best interest of Douglas County to form the District.

NOW THEREFORE, the Board of County Commissioners of the County of Douglas County, Kansas, meeting in regular session this 15th day of December, 2004, and intending to exercise the powers of home rule legislation pursuant to K.S.A. 19-101a and pursuant to the authority of Charter Resolution No. 04-3-1 adopted pursuant to its powers of charter home rule of K.S.A. 19-101b, does hereby resolve as follows:

1. With respect to the Petition, the Board hereby adopts the alternative substitute and additional provisions set forth in Section 3 of the Charter Resolution.

2 The Board finds that all provisions relating to the notice of the date and time of the public hearing on the Petition, as required by K.S.A. 19-270 and Section 3.3 of the Charter Resolution, have been satisfied.

3. The Board finds that the Petition contains the proper numbers of signers possessing the qualifications prescribed in Section 3.3 of the Charter Resolution, the Petition is in conformity with the requirements of the Charter Resolution, and the contents of the Petition are true.

4. The Board finds that the formation of the proposed road improvement district is in the best interests of the County.

5. Pursuant to Section 3.4 of the Charter Resolution, there is hereby created a Road Improvement District, which shall be known as "The Hesper Charter Road Improvement District, Douglas County, Kansas."

6. The property within the District contains forty-three separate tax parcels, consisting of thirty-six residences and one church (one residence being on the church parcel). The initial boundaries of the District shall be as follows:

The area proposed to be included within the road improvement district is generally located on the east side of County Route 1061 (E2200 Road), between N1075 and N1150, and is more particularly described as

follows:

A portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 21, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

beginning at the southwest corner of said Southwest Quarter of Section 21, thence north along the west line of said Southwest Quarter (SW $\frac{1}{4}$) on an assumed bearing of North 0 degrees 5 minutes 4 seconds West a distance of 414.92 feet, thence North 89 degrees 58 minutes 16 seconds East a distance of 1,065.75 feet, thence North 0 degrees 5 minutes 4 seconds West a distance of 1,244.56 feet, thence North 89 degrees 58 minutes 51 seconds East a distance of 1,576.94 feet to the east line of said Southwest Quarter (SW $\frac{1}{4}$), thence South 0 degrees 2 minutes 44 seconds East along the east line of said Southwest Quarter (SW $\frac{1}{4}$) a distance of 1,659.05 feet to the southeast corner of said Southwest Quarter (SW $\frac{1}{4}$), thence South 89 degrees 58 minutes 4 seconds West along the south line of said Southwest Quarter (SW $\frac{1}{4}$) a distance of 2,641.56 feet to the point of beginning; also,

the Southeast Quarter (SE $\frac{1}{4}$) of Section 21, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas; also,

a portion of the Southwest Quarter (SW $\frac{1}{4}$) of Section 22, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

the west 660 feet of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22; also, the south 660 feet of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 22; also,

a portion of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

beginning at the southwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section 22, thence east along the south line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 891 feet, thence North a distance of 660 feet, thence West a distance of 891 feet to the west line of said Southeast Quarter (SE $\frac{1}{4}$), thence South along the west line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 660 feet to the point of beginning; also,

a portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

beginning at the northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, thence east along the north line of said Northeast Quarter (NE $\frac{1}{4}$) on an assumed bearing of North 88 degrees 4 minutes 35 seconds East a distance of 891.0 feet, thence South 1 degree 54 minutes 34 seconds East a distance of 330.0 feet, thence South 88 degrees 4 minutes 35 seconds West a distance of 24.8 feet, thence South 1 degree 54 minutes 34 seconds East a distance of 996.44 feet, thence South 88 degrees 5 minutes 16 seconds West a distance of 866.2 feet to the west line of said Northeast Quarter (NE $\frac{1}{4}$), thence North 1 degree 54 minutes 34 seconds West along the west line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 1,326.27 feet to the point of beginning; also,

a portion of the Northwest Quarter (NW $\frac{1}{4}$) of Section 27, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

the north 510 feet of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27; also, the west 660 feet of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 27; also,

a portion of the Northeast Quarter (NE $\frac{1}{4}$) of Section 28, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

the north 527.55 feet of the Northeast Quarter (NE ¼) of said Section 28; also, the east 660 feet of the Northeast Quarter (NE ¼) of said Section 28; also,

a portion of the Northwest Quarter (NW ¼) of Section 28, Township 13 South, Range 21 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

the north 527.55 feet of the Northwest Quarter (NW ¼) of said Section 28.

7. The public roads within the geographical boundaries of the District for which the District shall have capital improvement and maintenance responsibilities are as follows:

N 1100 Road: from E 2200 Road thence east a distance of approximately 8,900 feet;

N 1137 Road: all of that portion situated in Hesper Heights subdivision;

E 2300 Road: from N 1100 Road thence north a distance of approximately 2,640 feet; and

E 2300 Road: from N 1100 Road thence south a distance of approximately 1,320 feet.

8. The Board of County Commissioners of Douglas County, Kansas shall constitute the Board of Directors of the District unless and until, the Board of County Commissioners determines it to be the best interest of Douglas County to place supervision of the District under a separate Board of Directors, as further provided in Section 3.5 of the Charter Resolution.

9. Unless and until the Board of County Commissioners of Douglas County, Kansas determines otherwise, the Chair of the Board of County Commissioners shall serve as the President of the District and the Vice-Chair of the Board of County Commissioners shall serve as the Vice President of the District.

10. The County Clerk shall be the Secretary of the District and the County Treasurer shall be the Treasurer of the District. The Treasurer shall receive and have custody of all the funds of the District and shall expend the same upon the order of the governing body of the District. The foregoing duties and authority shall be subject to the Board of County Commissioners delegation of any of the foregoing duties and authority of the County Clerk and County Treasurer to any other person deemed qualified by the Board of County Commissioners.

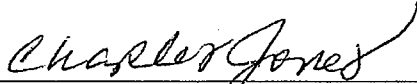
11. The declarations, determinations, findings, decisions, and other orders in this Resolution shall be conclusive on all persons, so that no matter or facts are determined shall ever be disputed by anyone, and this Resolution, or a properly authenticated copy hereof, shall be conclusive evidence in all Courts of the matter contained herein and of the corporate existence of the District.

12. Upon the effectiveness of the Resolution, the District and the territory within the District shall constitute a body politic and corporate under the name of the District, and shall have perpetual succession, subject to the provisions of the Charter Resolution relating to termination thereof.

13. The provisions of this Resolution shall take effect and be enforced from and after its passage and publication one time in the county newspaper.

ADOPTED this 15th day of December, 2004.

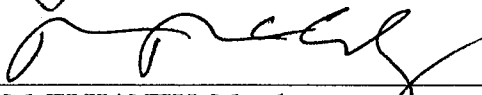
**BOARD OF COUNTY COMMISSIONERS,
DOUGLAS COUNTY, KANSAS**



CHARLES JONES, Chair



BOB JOHNSON, Member



JERE McELHANEY, Member

ATTEST:



PATTY JAMES, County Clerk