

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JUNE 6, 2012

4:00 p.m.

-Convene

-Consider approval of the minutes for May 2, 2012

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
(b) Consider approval of Service Agreement between Douglas County, Kansas and Cannon Cochran Management Services, Inc. to serve as Third Party Administrator of Douglas County's Workers' Compensation Self-Insurance Program. (Sarah Plinsky) – backup to follow

REGULAR AGENDA

- (2) Determine 2013 road maintenance budget for the Hesper CRID (Keith Browning)
- (3) Executive Session for the purpose of consultation with County Counselor on matters, which would be deemed, privileged under the attorney-client relationship. The justification is to maintain attorney client privilege on a matter involving Douglas County.
- (4) Other Business
 - (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments:
 - Heritage Conservation Council (2) Positions – 05/12
 - Douglas County Representative to the Johnson County Sunflower Community Redevelopment Authority 10/12
 - (c) Public Comment
 - (d) Miscellaneous

RECESS

RECONVENE

6:35 p.m.

- (5) Consider grant recommendations for the Natural and Cultural Heritage Grant Program (Ken Grotewiel)
- (6) Adjourn

WEDNESDAY, JUNE 13, 2012

4:00 p.m.

-Establish Date for Public Hearing for Yankee Tank improvement district

-Consider waiving formal bidding process and authorizes staff to access the State of Kansas (28440) and Western States Contracting Alliance contracts with Motorola Solutions for design and proposal of P25 800MHz Digital Simulcast Radio System; and Consider waiving formal bidding process and authorizes staff to access the State of Kansas and Western States Contract Alliance contracts with Motorola Solutions for Civil Engineering related to system site development in the amount of \$281,194.00 (Scott Ruf)

6:35 p.m.

-Discussion on Resolution implementing open burning regulations for the unincorporated areas of Douglas County

-Consider revisions to the Inverness Park District Plan, **CPA-2-1-12**. *Initiated by City Commission on 1/17/12.*

Adopt on first reading, Joint City [Ordinance No. 8732](#) and County Resolution for Comprehensive Plan Amendment (CPA-2-1-12) to amend Horizon 2020, Chapter 14, Inverness Park District Plan. Dan Warner will present the item.

-Reconsider Comprehensive Plan Amendment, **CPA-6-5-09**, to Horizon 2020 – Chapter 14 to include the Northeast Sector Plan. *Approved by Planning Commission 5-4 on 9/20/10. Referred to Planning Commission by the Board of County Commission and City Commission for consideration of specific issues. Approved by Planning Commission 7-2 on 4/23/12.* Dan Warner will present the item.

WEDNESDAY, JUNE 20, 2012

6:35 p.m.

-Presentation from Fair Grounds CIP Committee

WEDNESDAY, JUNE 27, 2012

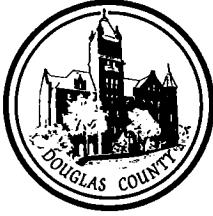
4:00 p.m.

-Conduct Public Hearing to consider adoption of Assessment Resolution

WEDNESDAY, JULY 4, 2012 - Cancelled

WEDNESDAY, JULY 11, 2012 4:00 p.m. – Cancelled; 6:35 p.m. – Tentatively Cancelled

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.*



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator *SP*
Julie Clouse, Management Information Analyst

SUBJECT: Third Party Administrator Contract for Workers' Compensation

DATE: June 4, 2012

Douglas County is self-insured for Workers' Compensation. We currently utilize a Third Party Administrator (TPA) to manage our claims administration. Our current contract is with Cannon, Cochran Management Services Inc., (CCMSI) and allows us to partially self administer our own program. We have online access to their computer system which enables staff to enter claims, update reports, and authorize payments and benefits. This type of arrangement is no longer available in the marketplace, mostly due to liability issues. While Douglas County will continue to retain all authority on medical payments and benefits, we will work with our TPA, rather than handling it directly online.

We have had a contract with CCMSI since 2006 and have a very good working relationship with them. The proposed contract provides for a minimum total fee of \$25,000 plus fees for loss control services, MMSEA Section 111 Reporting, managed care services, and special system reports.

Lisa Costello, Assistant Vice President, Senior Claims Consultant/Regional Environmental Claims Consultant with Willis Group, Inc., has contacted other third party administrators that specialize in administering workers' compensation claims. Their minimums were between \$30,000 and \$35,000. There was one other company that had a \$25,000 proposal. However, given the positive relationship and the competitive proposal, staff recommends entering into a new agreement with CCMSI. Unless the Agreement is terminated as set forth in paragraph H.2., it will automatically renew for successive one (1) year terms for up to four (4) successive one (1) year terms.

Recommended Motion

Approve the Service Agreement between Douglas County, KS and Cannon Cochran Management Services, Inc. at a minimum total fee of \$25,000 plus fees for loss control services,

MMSEA Section 111 Reporting, managed care services, and special system reports for a one (1) year period beginning on June 15, 2012, and terminating on June 14, 2013.

**SERVICE AGREEMENT BETWEEN
DOUGLAS COUNTY, KS AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 15TH day of June 2012, by and between Douglas County, KS (the "Client"), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's self-insurance program created and existing under the State of Kansas ("State") Self-Insurance Regulations.
- B. FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:
1. Claim Administration.
 - (a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - (c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms, which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;

- 3) Fraud detection expenses, such as surveillance, which include the services provided by *FIRE*, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
 - 4) Attorneys, experts and special process servers;
 - 5) Court costs, fees, interest and expenses;
 - 6) Depositions, court reporters and recorded statements;
 - 7) Independent adjusters and appraisers;
 - 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
 - 9) MMSEA/SCHIP compliance charges;
 - 10) Electronic Data Interchanges, EDI, charges if required by State law;
 - 11) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
 - 12) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
 - 13) Police, weather and fire report charges that are related to claims being administered under Client's program;
 - 14) Charges associated with accident reconstruction, cause and origin investigations, etc.;
 - 15) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
 - 16) Charges associated with Medicare Set-Aside Allocations; and
 - 17) Other expenses normally recognized as ALAE by industry standards.
- (e) Subrogation. CCMSI will monitor claims for subrogation
- (f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.
2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.

3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.
4. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

C. CLIENT RESPONSIBILITIES. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Reasonably cooperate in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to reasonable information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's self-insurance program.
6. Pay any fees or costs charged by any carrier or prior TPA of Client for the conversion of data associated with CCMSI handling run off claims for Client, or for the general transfer of data to CCMSI's operating systems.
7. Promptly pay CCMSI's fees.

D. OPERATING EXPENSES. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with Client meeting its State security and licensing requirements;
2. Certified Public Accountants
3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;
5. Independent payroll audits;

6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
7. All applicable regulatory fees and taxes;
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. National Council on Compensation Insurance, NCCI, charges;
10. Excess and other insurance premiums;
11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Client;
12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.
 - (b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's Program.
2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client or to a successor administrator designated by the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.

- F. NON-SOLICITATION OF EMPLOYEES.** During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for one (1) year beginning on June 15, 2012 and terminating on June 14, 2013. Unless the Agreement is terminated as set forth in paragraph H.2., it will automatically renew for successive one (1) year terms for up to four (4) successive one (1) year terms. At least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.

2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
 - (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

3. Services Following Termination of Agreement. Should this Agreement be terminated or non-renewed for any reason, CCMSI will cease providing services, turn over to the Client all Client files in CCMSI's possession, which shall include all open and closed files.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and

- (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The electronic transfer of data will be subject to a flat fee of \$2,500.

H. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit E.

I. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

J. **INDEMNIFICATION.**

1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.

2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

K. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

L. **MISCELLANEOUS.**

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas without regard to principles of conflicts of law.

2. **Timing of Services.** CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.

3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

Client: Douglas County, KS
1100 Massachusetts
Lawrence, KS 66044-3082
Attn: Sarah Plinsky

CCMSI: Cannon Cochran Management Services, Inc.
2 E. Main St.
Danville, IL 61832
Attn: Chief Operating Officer

8. File Destruction Policy. CCMSI will maintain all closed files on behalf of Client for a period of seven (7) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.
9. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000

- 10. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

- 11. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Client and CCMSI, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential Information includes information whether in written, electronic, or oral form created related to services provide under the Agreement. All Confidential Information is proprietary. Client and CCMSI may use the other party's Confidential Information only for the purpose of this Agreement and will limit its disclosure to only those persons reasonably necessary to perform under the Agreement. CCMSI will share nonpersonal bulk claim data with the IDS National Database unless the Client directs otherwise.

- 12. Information Security. CCMSI is responsible for the protection of the confidentiality, availability, privacy and integrity of Client information in our custody. CCMSI has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all CCMSI personnel, including temporary employees, independent contractors and vendors with access to CCMSI systems.

Executed this ____ day of _____, 20__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

DOUGLAS COUNTY, KS

By: _____

Its: _____

EXHIBIT A

SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

Semi-annual meeting and claim review; September 2012; May 2013;

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.

EXHIBIT D

SCHEDULE OF comp mc™ SERVICES AND FEES

Bill Review/ comp mc™

State Fee Schedule	\$7.50 per bill
PPO Savings Below Fee Schedule	30%
RX Express Script	33%

**EXHIBIT E
 FEE AND PAYMENT SCHEDULE**

Life of this Agreement: 6/15/12- 6/14/13													
Claims Administration (minimum)	\$15,000												
<p>CCMSI will manage all workers' compensation claims for the life of this agreement for an annual fee as follows:</p> <p>Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim fee as outlined below.</p> <p>Workers' Compensation:</p> <table border="0"> <tr> <td>Indemnity Claims</td> <td>@ \$800/per claim x 6 (5 yr avg.) =</td> <td>\$4,800</td> </tr> <tr> <td>Medical Only Claims</td> <td>@ \$170/per claim x 34 (5 yr avg.) =</td> <td>\$5,780</td> </tr> <tr> <td>Incident/Record Only</td> <td>@ \$50/per claim x 12 (5 yr avg.) =</td> <td>\$600</td> </tr> <tr> <td></td> <td></td> <td align="right"><u>\$11,180</u></td> </tr> </table> <p>The above claim fees reflect 5-year averages; Indemnity (6), Medical Only (34) and Incident Only (12). The Claims Administration pricing of \$15,000 is to meet our overall account minimum of \$25,000. We will proceed with a true up at year-end to bill any overage of the averages indicated.</p>	Indemnity Claims	@ \$800/per claim x 6 (5 yr avg.) =	\$4,800	Medical Only Claims	@ \$170/per claim x 34 (5 yr avg.) =	\$5,780	Incident/Record Only	@ \$50/per claim x 12 (5 yr avg.) =	\$600			<u>\$11,180</u>	
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		<u>\$11,180</u>											
Annual Administration	\$10,000												
Annual Claims Review, Annual State Forms, Form 92/ CPT Reporting, Monthly Detail, Summary, Check Register Reports, Workers Compensation State Forms, and Quarterly CPT Reporting. Issuance of 1099, Account Management and Administration.													
Internet Claim Access	No Charge												
Annual fee applies to unlimited usage up to 5 users, any additional users a onetime set up fee of \$500 each will apply. Access to claim data, online reporting and online reports.													
Loss Control Services (Optional)	\$100/hr												
Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.													

MMSEA Section 111 Reporting	\$25 for Confirmed Medicare Eligibility Claims						
<p>CCMSI in conjunction with our reporting agent will comply with MMSEA Section 111 Reporting on behalf of Douglas County, KS for a charge of \$25.00 per claim for any claim where Medicare eligibility is confirmed.</p> <ul style="list-style-type: none"> • All injury claims will be submitted to CMS for Medicare eligibility determination. • CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI along with our reporting agent will report all claims meeting the reporting guidelines as set forth by CMS. 							
Managed Care Service	See Detail						
<p><u>Bill Review/ comp mc™</u></p> <table border="0"> <tr> <td>State Fee Schedule</td> <td>\$7.50 per bill</td> </tr> <tr> <td>PPO Savings Below Fee Schedule</td> <td>30%</td> </tr> <tr> <td>RX Express Script</td> <td>33%</td> </tr> </table>	State Fee Schedule	\$7.50 per bill	PPO Savings Below Fee Schedule	30%	RX Express Script	33%	
State Fee Schedule	\$7.50 per bill						
PPO Savings Below Fee Schedule	30%						
RX Express Script	33%						
Special System Reports	\$125 an hour						
<p>CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.</p>							
GRAND TOTAL	\$25,000						
Fee & Payment Schedule							
<p>The total fee of \$25,000 which is our minimum will be billed in quarterly installments of \$6,250 on the first day of June, September and March each year.</p>							

Executed this ____ day of _____, 20__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____

Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

DOUGLAS COUNTY, KS

By: _____

Its: _____

DOUGLAS COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This Attachment contains contract provisions to attach to or incorporate of any contract entered into by Douglas County or any of its agencies, offices, or departments (unless the contract is prepared by Douglas County and the terms hereof are already included). If it is attached to a separate contract, then that contract shall be altered to contain the following provision:

"The Provisions found in Douglas County Contractual Provisions Attachment (Revised April-2006), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

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. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
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 County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/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. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/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 Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
4. **Disclaimer Of Liability:** Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The vendor/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 vendor/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 Douglas County; (f) if it is determined that the vendor/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 Douglas County.

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 vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.
6. **Arbitration, Payment Due, Interest, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of a valid invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, 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.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

DOUGLAS COUNTY (KS)
ASSN. #465 POLICY PERIOD 6/15 - 6/14

HANDLING INSTRUCTIONS

CONTACT

DOUGLAS COUNTY
1100 MASSACHUSETTS
LAWRENCE, Ks. 66044-3082
FAX: 785-832-5320

SARAH PLINSKY #785-832-5329
ASSISTANT COUNTY ADMINISTRATOR
SPLINSKY@DOUGLAS-COUNTY.COM

JULIE CLOUSE #785-832-5358
MANAGEMENT INFORMATION ANALYST
JCLOUSE@DOUGLAS-COUNTY.COM

BROKER

WILLIS GROUP
12980 METCALF AVE. SUITE 500
OVERLAND PARK, KS. 66213
LISA COSTELLO, AIC, AVP-SR. RISK CONSULTANT
LISA.COSTELLO@WILLIS.COM
PH: #913-498-4437
CELL#913-593-1247
FAX: #785-865-3378

ATTORNEY

KIP KUBIN
BOTTARO, MOREFIELD & KUBIN
11300 TOMAHAWK CREEK PKWY SUITE 190
LEAWOOD, KANSAS 66211
PH: #913-948-8200
FAX: #913-948-8228
KAK@KC-LAWYERS.COM

SETTLEMENT

AUTHORITY

LIMIT \$-0- NONE, CONTACT JULIE CLOUSE

RESERVES

INITIAL RESERVE, AUTHORITY OF \$10,000
ANY AMOUNT ABOVE NEEDS APPROVAL FROM SARAH PLINSKY
*SEND AN E-MAIL WITH THE RESERVE RATIONALE WORKSHEET TO HER ATTN

ADDITIONAL RESERVE, AUTHORITY UP TO \$4,999
ANY INCREMENTS OF \$5,000 &/ABOVE NEED APPROVAL FROM SARAH PLINSKY
*SEND AN E-MAIL WITH THE RESESRVE RATIONALE WORKSHEET TO HER ATTN

BILL REVIEW

COMPIC - STRATACARE; ALL BILLS NOW TO INCLUDE DR. GEIST
PRESCRIPTIONS THROUGH CCMSI RX PROGRAM
DIAGNOSTIC TESTING SET UP WITH MDM

MISCELLANEOUS

- CALL JULIE CLOUSE BEFORE MAKING CONTACT WITH EMPLOYEE GIVING HER THE HEADS UP. SEND OUT OUR CONTACT LETTERS.
- SURVEILLANCE - OBTAIN AUTHORITY FROM JULIE CLOUSE
- CASE MANAGEMENT OBTAIN AUTHORITY FROM JULIE CLOUSE; DOUGLAS COUNTY LIKES TO USE JACKYE SNYDER AT O'HARA
CELL PH: 816-729-3700 JACKIS@OHARALLC.COM.

- DISCUSS ANY DENIAL WITH JULIE CLOUSE
- CORRESPONDENCE – CC – JULIE CLOUSE
- CLIENT HAS ONLINE ACCESS TO ICE
- WE ARE FILING ALL FIRST REPORTS OF INJURY ON THEIR BEHALF WITH DWC

LIGHT DUTY EMPLOYER HAS AGGRESSIVE LIGHT DUTY PROGRAM AND TRIES TO ACCOMMODATE EVERYONE, CONTACT JULIE CLOUSE.

**TREATING
PHYSICIAN**

DR. MICHAEL GEIST
PROMPTCARE LLC
3511 CLINTON PLACE
LAWRENCE, KS. 66047
#785-838-1500

EXCESS

SAFETY NATIONAL
1832 SCHUETZ RD.
ST. LOUIS, MO. 63146
POLICY #SP 4044210
POLICY PERIOD 6/15/11 – 12
SIR \$450,000

PRIOR POLICY INFORMATION

MIDWEST EMPLOYER 10-11
14755 N. OUTER FORTY DR. #300
CHESTERFIELD, MO. 63017
POLICY PERIOD: 6/15 – 6/15
POLICY #EWC007623
SIR \$450,000 CLASS CODE 7720
\$350,000 ALL OTHER CLASS CODES
MIDWEST EMPLOYERS 09-10 (SAME SIR ABOVE)
MIDWEST EMPLOYERS 08-09 (SAME SIR ABOVE)
MIDWEST EMPLOYERS 08-07 (SAME SIR ABOVE)

MIDWEST EMPLOYERS 07-06 (SAME SIR ABOVE)

*REPORTING 50% OF SIR &/OR ANY OTHER REQUIRED REPORTING NEEDS TO BE FOLLOWED
THE ACCOUNT MANAGER, BETTY KELLY, OVERSEES THIS ACCOUNT. PLEASE KEEP
HER POSTED REGARDING ANY MAJOR CHANGES IN CLAIMS, DEATH, ACCIDENTS, EXCESS,
RESERVES, ETC. ***

SUBROGATION DISCUSS WITH JULIE CLOUSE BEFORE PROCEEDING

CHECK DAY TUESDAY – CLIENT’S BANK ACCOUNT
(ADJUSTERS WILL NEED TO HAVE ALL PAYMENTS RELEASED, ETC. BY 1:00PM
ON MONDAYS) PRELIMINARY CHECK REGISTER WILL BE EMAILED TO SARAH & JULIE
MONDAY AFTERNOONS FOR THEIR APPROVAL FOR TUESDAYS’ CHECK RUNS.

BI-WEEKLY – TTD. ADJUSTERS WILL ENTER TTD ON A BI-WEEK SO THAT THE EMPLOYEES
RECEIVE THEIR CHECKS IN CONJUNCTION OF THE CLIENT’S PAY PERIOD. THE BI-WEEK
TO BEGIN THIS IS 10/10/06.

ADJUSTERS INDEMNITY – DAVID SANDBERG
MEDICAL – JOANN HULL

UPDATED 5/23/12

MEMORANDUM

To : Board of County Commissioners

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

Date : May 29, 2012

Re : Determine 2013 road maintenance budget for the Hesper CRID

The BOCC created the Hesper Charter Road Improvement District (Hesper CRID) in December 2004 by Home Rule Resolution No. HR 04-12-3. 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.

In January 2006, Douglas County entered into a 3-party road maintenance agreement with Eudora Township and the CRID. The road maintenance agreement established the method of determining assessments to CRID property owners for road maintenance. Under the agreement, Eudora Township contributes a percentage of total road maintenance revenues determined as follows: the assessed valuation of property within the CRID divided by the total assessed valuation of all property within Eudora Township. The CRID property owners are assessed for the total road maintenance budget less the percentage of township road maintenance revenues determined as indicated above. In August 2011, the BOCC decided Douglas County will assume responsibility for what would be Eudora Township's contribution under the January 2006 maintenance agreement.

Attached is a spreadsheet showing previous and projected maintenance costs. You will recall last year the 2012 maintenance budget was set at \$34,177. In our discussions last year, it was determined we would keep the maintenance assessments fairly constant until 2017, when the capital improvements assessments expire. That is reflected in the spreadsheet. I show a maintenance budget of \$35,000 for each year from 2013 thru 2016.

The second spreadsheet calculates the 2013 assessments required for each IPO. The spreadsheet assumes a \$35,000 budget for 2013. The spreadsheet shows Douglas County (in lieu of Eudora Township) contributing \$22,765 of the total \$35,000. This leaves \$12,235 to be paid by the Individual Property Owners (IPO's). There are 42 IPO's, so each would be assessed \$291.31. Last year's assessments were \$277.58 per IPO.

I recommend the BOCC set a \$35,000 total road maintenance budget for the Hesper Charter Road Improvement District for 2013.

Action Required: Determine the 2013 road maintenance budget for the Hesper Charter Road Improvement District.

Date: 5/29/2012

By: KAB

HESPER CHARTER ROAD IMPROVEMENT DISTRICT
Maintenance Expense Projections

<u>Year</u>	<u>Hesper CRID Budget</u>	<u>Projected Budget</u>	<u>Actual Maintenance Costs*</u>	<u>Anticipated Maintenance Costs</u>	<u>Comments</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		\$ 35,210.00		
2011	\$ 30,000		\$ 35,052.75		
Subtotals	\$ 152,247		\$ 192,883.11		
2012		\$ 34,177		\$ 31,187	Includes 9308 sq ft stabil., 204 tons HMA
2013		\$ 35,000		\$ 98,587	Includes 9308 sq ft stabil., 203 tons HMA, chip seal w/ CM-K
2014		\$ 35,000		\$ 8,000	assume reduced maintenance
2015		\$ 35,000		\$ 8,000	assume reduced maintenance
2016		\$ 35,000		\$ 34,306	Assume similar patching as 2012 (10% materials cost increase)
2017*		\$ 53,600		\$ 108,446	Patch & chip seal (10% increase from 2013)
2018		\$ 53,600		\$ 8,000	reduced maintenance
2019		\$ 53,600		\$ 8,000	reduced maintenance
2020		\$ 53,600		\$ 45,000	Patching
2021		\$ 53,600		\$ 119,291	Patch & chip seal (10% increase from 2017)
2022		\$ 53,600		\$ 8,000	reduced maintenance
2023		\$ 53,600		\$ 8,000	reduced maintenance
2024		\$ 53,600		\$ 45,000	Patching
2025		\$ 53,600		\$ 131,220	Patch & chip seal (10% increase from 2021)
2026		\$ 53,600		\$ 8,000	reduced maintenance
Subtotal		\$ 710,177		\$ 669,037	
20-year total expenses				\$ 861,920	
Less: Budget thru 2011				\$ 152,247	
2012 thru 2026 total budget required:				\$ 709,673	
2012 thru 2026 average annual budget required:				\$ 50,691	

*Capital improvements assessment (currently ~\$780/yr/IPO) ends in 2017.

2011 Costs for contract maintenance work for entire CRID:

Chip Seal w/ CM-K aggregate	\$	67,400
Chip Seal w/ CM-L aggregate	\$	76,400
2" HMA overlay	\$	286,000

Date: 5/7/2012
 By: KAB

HESPER CHARTER ROAD IMPROVEMENT DISTRICT--2013 Budget

2013 DISTRICT CONTRIBUTIONS TO ROAD MAINTENANCE COSTS

Assumptions:

1. Maintain approximate 2012 maintenance assessment per IPO = \$277.58
2. Township performs no maintenance activities and contributes no funds towards maintenance.
3. County contribution towards maintenace expenses calculated as:
 (Hesper CRID valuation/Eudora Twp valuation) x Eudora Twp road budget
4. Hesper CRID contribution equals Total Estimated Maintenance Expense less County contribuition
5. County forces perform all maintenance activities except chip seals.

Hesper Improvement District total valuation (2012)*:	\$	966,792
Eudora Township total valuation (2012)*:	\$	14,420,346
Percentage of improvement district value to total township value:		6.70%

Township Road Fund budget, 2012**:	\$	339,554
Amount to be allocated to improvement district maintenance:	\$	22,765

Calculation of Improvement District contribution to annual maintenance expense:

Total estimated annual maintenance expense:	\$	35,000
Improvement District assessments required:	\$	<u>12,235</u>
		\$ 35,000
		Maint. Assess.
	<u>IPO's</u>	<u>per IPO</u>
Annual maint assessment per IPO:	42	\$ 291.31

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

MEMO

May 30, 2012

TO: Douglas County Commission
FROM: Heritage Conservation Council
RE: **Grant Recommendations for the Natural and Cultural Heritage Grant Program**

The Heritage Conservation Council is recommending that six heritage conservation projects be funded in the 2012 round of grant awards. Under this recommendation, applicants would receive \$297,500.

The mission of the six projects is to conserve unique elements of Douglas County's rich heritage. In addition, each functions as a destination hub for heritage immersion with the ability and intent to link to other heritage sites in the County. Combined with the ten heritage grant projects funded in 2011, Douglas County is harnessing a vital opportunity to weave together exceptional experiences that tell the story of our collective past.

Two major projects would receive \$155,000, each partially funded. The Council is also recommending that \$37,500 of major grant funds be added to the pool for target projects. Four target projects would then receive \$142,500, also each partially funded. No project is recommended to be fully funded. This reflects the Council's belief that the applicants must provide part of the financial resources needed to complete the projects recommended for funding.

The Heritage Conservation Council believes strongly that its recommendations will truly further the conservation of our natural and cultural heritage in Douglas County. The Council asks for your consideration and support of its grant recommendations.

The Commission created the Heritage Conservation Council to oversee heritage conservation efforts in Douglas County, including the Natural and Cultural Heritage Grant Program. The purpose of the program is to fund heritage projects aimed at conserving the rich natural and cultural heritage of Douglas County.

Of the \$350,000 approved for heritage conservation, \$297,500 for grants has been made available under program guidelines for 2012. Applicants sought nearly \$625,000 for 10 projects.

Upon receipt of the applications in mid-April, Council members read, reviewed, and systematically evaluated all ten applications. On May 3 and May 10, all the applicants made presentations about their projects in person to the Council. Then on May 17 and May 24, the Council met to make their recommendations. As directed by the resolution that created the Council, all decisions were made using the consensus decision making model through facilitated discussions. The level of consensus on the Council for its recommendations was, and is, very high. All meetings of the Council were open to the public.

Information about each funded project follows below. **Appendix A** provides a ranking of the ten grant applications. **Table 1** provides a summary of the 2012 grant applications total project costs, requested grant amounts and Council funding recommendation.

I. MAJOR GRANTS (listed in order grant application received)

- 1. Applicant:** **Eudora Area Historical Society**
- Project Title: Renovation and Development of 720 and 722 Main Street for use of Eudora Community Museum
 - Requested Amount: \$161,700
 - Award Amount: \$ 55,000

Project Description Summary¹:

“The historic buildings at 720 and 722 Main Street will be partly renovated in order to house the Eudora Community Museum and Eudora Area Historical Society. This grant will cover the cost associated with Phase 2 of the project.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the project as outlined in the grant application. A condition of funding is for the buildings to be transferred to the City of Eudora from the current property owner. The Council supports prioritizing activities in Phase 2 of the project that include foundation work and the main street façade as listed in the grant application. However, the Council will work with the Eudora Area Historical Society and its preservation consultant to prioritize renovation activities listed as part of the Phase 2 renovation work in the grant application.

This extensive multi-year project totaling \$733,611 is broken into three phases. The Society has secured \$40,000 in in-kind labor and supplies for the project. A 2011 Heritage Grant was awarded to Eudora Area Historical Society in the amount of \$29,500 to initiate and complete Phase I. As part of the Society’s 2011 heritage grant, the Society will submit to the Kansas State Historical Society (KSHS) an application seeking nomination to the Register of Historic Kansas Places in September 2012. The Council anticipates the listing of the historic buildings at 720 and 722 Main Street on the State Register. Once this happens, the Council encourages the Society to apply for Historic Trust Funds through the KSHS for additional renovation activities listed in Phase 2 and 3 of the project.

-
- 2. Applicant:** **Douglas County Historical Society/ Watkins Community Museum of History**
- Project Title: Watkins Museum Core Exhibit
 - Requested Amount: \$150,000
 - Award Amount: \$100,000

Project Description Summary:

“The project's focus is the fabrication and installation of a core exhibit at the Watkins Museum that will explore Douglas County history, issues that shaped the County's settlement and development, and events that made it a focus of national attention. A new core exhibit is central to the Watkins Museum's revitalized visitor experience and educational approach. As the Museum's primary vehicle for

¹ Project description summaries are taken directly from the grant application.

interpreting Douglas County cultural heritage, it will incorporate state-of-the-art exhibit design and interpretive approaches. The exhibit will occupy portions of the second and third floors of the 1888 Watkins Bank Building, an architectural treasure in downtown Lawrence listed on the national Register of Historic Places. Exhibit planning is underway with privately raised funds. Installation of the second floor is scheduled to be complete by August, 2013 for the 150th anniversary of Quantrill's raid on Lawrence, one of the most significant events of the Civil War in Douglas County.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the project as outlined in the grant application. The total project cost of this multi-year, four phase project is \$605,250. The first two phases have been completed. The grant request is to fund Phase III fabrication and installation of the second floor exhibit which will include experiential learning opportunities about Quantrill’s Raid, Bleeding Kansas, Reconstruction, and Civil Rights. Phase III is budgeted at \$212,925 of which the applicant has raised \$62,925 (30%) toward its successful completion. With the Heritage Council’s recommended funding of \$100,000, the project falls \$50,000 short. As a condition of Douglas County funding, the Council will request an update on the project’s feasibility given this shortfall and how plans may be adapted and/or the funding secured. The Council envisions working with the Watkins Community Museum to ensure the Quantrill’s raid segment of the exhibit can be completed with Douglas County heritage funding in advance of the 150th anniversary of Quantrill’s raid in August of 2013.

II. TARGET GRANTS (Listed in order grant application received)

- 1. Applicant:** **Clinton Lake Historical Society**
- Project Title: Museum Addition
 - Requested Amount: \$59,809.17
 - Award Amount: \$45,000

Project Description Summary:

“The present Wakarusa River Valley Heritage Museum is located in a five Cow Barn (milk shed) on the historical Colonel J.C. Steele property. The Museum collection is expansive, displaying the cultural and agricultural history of the Wakarusa Valley. Presently, storage of the collection is very limited and the need for an addition to the Museum is necessary. The addition will serve as a curatorial facility and allow for extended space for exhibits and meetings.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the museum addition. The total project cost is \$79,809.17. Additional sources of funding for the project include 2011 Heritage Grant (\$20,000) and the suggested use of matching funds in the amount of \$13,445 (17%) from the applicant’s “new building fund”.

- 2. Applicant: Lecompton Historical Society**
- Project Title: Relocation of 1892 Lecompton City Jail
 - Requested Amount: \$43,400
 - Award Amount: \$40,000

Project Description Summary:

“Relocation of 1892 Lecompton City Jail from private property, owned by Tom and Carla Myer, 314 Isacks Street, Lecompton, Kansas, across the alley to property owned by the Lecompton Historical Society which is adjacent to Constitution Hall, a National Landmark and Kansa State Historical Site.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the project as outlined in the grant application. The total project cost is \$69,900 of which the applicant has provided matching funds in the amount of \$11,500 (16%). The Society has also secured 2011 Heritage Grant funds (\$15,000) to be dedicated to this project.

- 3. Applicant: Midland Railway Historical Association**
- Project Title: Free State Dinner Train
 - Requested Amount: \$86,500
 - Award Amount: \$54,000

Project Description Summary:

“Midland Railway is a living historical and cultural museum demonstrating the role played by railroads in developing Douglas County and the Kansas Heartland. The project will construct additional track, electrical and water facilities in Baldwin City to enable Midland to introduce a high quality dinner train service replicating those offered the Santa Fe Railway in the late nineteenth and early twentieth centuries. The service will offer visitors the only opportunity to Kansas to view Douglas County's beautiful and historic prairie, native grasses, woodlands and waterways while dining by rail and enjoying historic re-enactments by performers in period costumes. The train will also bring new revenues to Midland that will be used for rolling stock restoration and the community will benefit from the 8-10,000 annual visitors the train is expected to attract.”

Heritage Council Recommendation:

The Heritage Council partially supports the project as outlined in grant application. The total project cost is \$179,500 of which the applicant has provided matching funds in the amount of \$93,000 (52%). Currently, the project falls \$32,500 short of having the necessary funds as outlined it its application. As a condition of Douglas County funding, the Council will request that remaining funding is secured by October 31, 2012 and Midland has a signed contract with the dinner train’s commitment to move to Baldwin City.

- 4. Applicant:** **Clearfield Community Historical Society**
- Project Title: Prepare Clearfield School for State Historic Nomination
 - Requested Amount: \$33,800
 - Award Amount: \$ 3,500

Project Description Summary:

“Remove tin and tar buildups and replace as needed wood shingles over appropriate underlayment; Restore windows and signage to as seen after move in 1908; and get State Historical Nomination.”

Heritage Council Recommendation:

The Heritage Council supports partial funding for the project to patch the roof and secure windows as outlined in the grant proposal.

APPENDIX A. 2012 Heritage Grant Ranking¹

TIER I

- Clinton Lake Historical Society
- Lecompton Historical Society
- Eudora Area Historical Society
- Douglas County Historical Society/Watkins Community Museum
- Midland Railway Historical Association
- Clearfield Community Historical Society

TIER II

- Kansas Riverkings of the Past
- Corral Conservation Easement

TIER III

- Black Jack Gate Project
- Shipe Conservation Easement

¹ Grants are listed within each tier in the order they were received.

Tier I

- The Council recommends that the six grant applications in Tier I be each partially funded. Had funding been available, these projects would have received additional, though not full, funding. Collectively, these six grant projects will have major impact on heritage tourism and heritage education for both Douglas County residents and tourists. This is particularly significant for the upcoming 2012 – 2013 year as August 2013 marks the 150th anniversary of Quantrill’s Raid. Individually, Clinton, Lecompton, Eudora, Watkins and Midland serve as vital “nodes” in *both* telling the varied natural and cultural heritage of Douglas County and conduits to additional natural and historic resources in their immediate environs. For example, the Midland heritage node connects to the Black Jack Battlefield site. The Eudora Area Historical Society project operates as a vital node connecting to Clearfield Historical Society and the Clearfield School. Crucially, the vision for the Watkins Community Museum exhibit project is to introduce historic sites across Douglas County and to capitalize on heritage tourism potential of Freedom’s Frontier National Heritage Area, Sesquicentennial of Quantrill’s Raid and interest in the American Civil War.

Tier II

- These two grant projects received substantial support from the Council during deliberations. Both preserve unique cultural and natural heritage resources in Douglas County not duplicated elsewhere. Given the strong applications in Tier I, these projects were ultimately not recommended for funding.

Tier III

- These two grant applications did not receive enough support from the Council to merit a funding recommendation during its deliberations.

Table 1. 2012 Heritage Grant Summary

Project ID	Organization	Project Title	Project Director	Total Project Cost	Amount Requested	Council Recommended Funding
MAJOR GRANTS						
2012-03	Eudora Area Historical Society	Renovation and Development of 720/722 Main Street for use of Eudora Community Museum	Ben Terwilliger	\$733,611.00	\$161,700.00	\$55,000.00
2012-04	Douglas County Historical Society/Watkins Community Museum of History	Watkins Museum Core Exhibit	Steve Nowak	\$605,250.00	\$150,000.00	\$100,000.00
TARGET GRANTS						
2012-01	Clinton Lake Historical Society	Museum Addition	Martha Parker	\$79,809.17	\$59,809.17	\$45,000.00
2012-02	Lecompton Historical Society	Relocation of 1892 Lecompton City Jail	Paul M. Bahnmaier	\$69,900.00	\$43,400.00	\$40,000.00
2012-05	Midland Railway Historical Association	Free State Dinner Train	Michael Fox	\$179,500.00	\$86,500.00	\$54,000.00
2012-06	Clearfield Community Historical Society	Prepare Clearfield School for State Historic Nomination	Ron Wright and John More	\$38,000.00	\$33,800.00	\$3,500.00
2012-07	Individual	Black Jack Gate Project	Kate Dinneen	\$45,000.00	\$20,000.00	\$0.00
2012-08	Individual	Kansas Riverkings of the Past	Barbara Higgins-Dover	\$25,269.38	\$19,229.38	\$0.00
2012-09	Kansas Land Trust, Inc.	Shipe Conservation Easement	Jerry Jost	\$58,275.00	\$22,575.00	\$0.00
2012-10	Kansas Land Trust, Inc.	Corral Conservation Easement	Jerry Jost	\$105,575.00	\$27,575.00	\$0.00
				\$1,940,189.55	\$624,588.55	\$297,500.00