

**STAFF MEETING MINUTES  
LANCASTER COUNTY BOARD OF COMMISSIONERS  
COUNTY-CITY BUILDING, ROOM 113  
THURSDAY, OCTOBER 17, 2013  
8:30 A.M.**

Commissioners Present: Larry Hudkins, Chair  
Brent Smoyer, Vice Chair  
Jane Raybould  
Roma Amundson

Commissioners Absent: Deb Schorr

Others Present: Kerry Eagan, Chief Administrative Officer  
Gwen Thorpe, Deputy Chief Administrative Officer  
Dan Nolte, County Clerk  
Cori Beattie, Deputy County Clerk  
Ann Taylor, County Clerk's Office

*Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska, web site and provided to the media on October 16, 2013.*

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:32 a.m.

**AGENDA ITEM**

**1 APPROVAL OF THE STAFF MEETING MINUTES OF OCTOBER 8, 2013**

**MOTION:** Smoyer moved and Amundson seconded approval of the Staff Meeting minutes of October 8, 2013. Amundson, Smoyer and Hudkins voted aye. Raybould and Schorr were absent from voting. Motion carried 3-0.

**2 ADDITIONS TO THE AGENDA**

None were stated.

**3 BOARD OF CORRECTIONS - Mike Thurber, Corrections Director**

Separate minutes.

Raybould arrived at the meeting at 8:34 a.m.

**4 CONTRACT WITH TALX CORPORATION FOR EMPLOYMENT  
VERIFICATION FOR CHILD SUPPORT DIVISION - Brittany Behrens  
and Sam Cooper, Deputy County Attorneys**

Brittany Behrens and Sam Cooper, Deputy County Attorneys, discussed a proposed contract with TALX Corporation on behalf of the Lancaster County Attorney's Child Support Division, for automated access to certain employment and income data. Cooper noted there will be no cost to the County. Behrens said, like many of the services that are provided at no cost, TALX will not agree to the County's standard indemnification and state of legal jurisdiction provisions. TALX will not incur liability in any circumstance because the liability limitation provision limits their liability to the fee paid for the service. She said she and Cooper have discussed the potential risk of use of the service and feel the only situation that could present problems is if inaccurate information is conveyed to the County. That situation could be remedied so there would be no damages to the individual.

Raybould asked whether the County Attorney's Office does spot checking to verify the accuracy of the information. Cooper said they have a few methods to try to corroborate information.

**ADMINISTRATIVE OFFICER REPORT**

A. 2013 County Government Day (November 6, 2013)

Amundson agreed to meet with the students that are elected to the office of County Commissioner.

B. Reappointment of Commissioner Hudkins to the District Energy Corporation (DEC)

The Board scheduled the reappointment on the October 22, 2013 County Board of Commissioners Meeting agenda.

C. Letter to the Lancaster County Agricultural Society Board of Directors

Copies of the letter were disseminated (Exhibit A).

**MOTION:** Amundson moved and Smoyer seconded to authorize signature by the Chair. Smoyer, Amundson, Raybould and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

D. Claim for Review, Payment Voucher (PV) No. PV416634 in the Amount of \$122.66 to Robert Hays, Chief Deputy Public Defender. Claim is Beyond the 90 Day Time Period.

It was noted additional information regarding the claim had been provided to the County Clerk's Office.

**MOTION:** Raybould moved and Amundson seconded to handle the claim through the regular claims process. Amundson, Raybould, Smoyer and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

Hudkins noted the frequency of claims and suggested the Board revisit the Travel Policy.

**5 TAX MODERNIZATION COMMITTEE TESTIMONY** - Gordon Kissel and Joe Kohout, Kissel/E&S Associates (Legislative Consultants)

Copies of the proposed testimony were disseminated (Exhibit B). There was consensus to add a signature page, with signature by all of the Commissioners.

Joe Kohout, Kissel/E&S Associates, said he believes the testimony provides the type of information the Tax Modernization Committee is seeking and will be very well received. He said the structure the Committee has followed has been to allow three hours for testimony, with one hour allowed for each of three topics: 1) Property tax; 2) Sales tax; and 3) Income tax. Kohout said he anticipates, based on questions at other hearings, the Committee will ask what the County did in response to the reduction in state aid. He said a question could also come up regarding the County's recommendation to expand Medicaid, citing the expenditure of more than \$2,000,000 per year for General Assistance (GA) medical costs (see Item 1c, Maximize the Use of Federal Funding through Medicaid Expansion).

There was general consensus to have the Chair present the testimony at the Committee's public hearing on October 18<sup>th</sup> with the other Board members present for support. Raybould said she advocates having more than one commissioner provide portions of the testimony for impact. Kohout felt there will be a large number of individuals wishing to testify and said it would better to have one testifier.

Raybould suggested revision of the second bullet point to indicate the \$3,000,000 loss of revenue to the County from the State's elimination of jail reimbursement is on an annual basis.

## ADMINISTRATIVE OFFICER REPORT

### E. City-County Common Meeting Agenda Items and Starting Time (November 5, 2013)

Updates on the 2040 Solid Waste Task Force and Planning matters were suggested as agenda items.

There was also consensus to move the meeting time to 9:00 a.m. **NOTE:** One of the City Council members had requested a later meeting time.

### F. Appointment of John Watson and William (Russ) Bell to the Pension Review Committee (PRC)

The Board scheduled the appointments on the October 22, 2013 County Board of Commissioners Meeting agenda.

### G. Computers for Juvenile Probation

Behrens said Shawn Eatherton, Buffalo County Attorney, has taken the position that counties do not have to supply data and word processing hardware and software to Juvenile Probation. She said the language in question is contained in Nebraska Revised Statute §29-2259(5) and said she has requested the legislative history. Kerry Eagan, Chief Administrative Officer, noted questions were raised when the law was passed in 1999 and said the language may have been specific to the State's AS400 System.

## **6 DRIVEWAY REQUEST FROM JAKEB MRSNY (70<sup>TH</sup> STREET AND WAVERLY ROAD) - Jakeb Mrsny; Ken Schroeder, County Surveyor**

Ken Schroeder, County Surveyor, disseminated information regarding Jakeb Mrsny's request for an accessory driveway (Exhibit C). He said the subdivision plat restricts Mrsny's lot, shown as Lot 1, to the existing access.

Jakeb Mrsny, 12100 North 70<sup>th</sup> Street, said he uses diesel fuel for his furnace and must run a hose through his house to access the fill tank located on the back side of the house. He also has plans to put a building on the north side of his lot. An accessory driveway would provide access to both.

Behrens said there is a jurisdictional issue. She explained the Board has the authority to advise and direct the Engineering Department to authorize the additional driveway but doesn't have any jurisdiction over the final plat. The lot is located within the City's three-mile zoning jurisdiction and the access and the use of the access would be in violation of the conditions of the City's final plat.



Amundson asked Mrsny whether he was provided a copy of the covenants when he purchased the property indicating the lot was restricted to one access. Mrsny said he was. Schroeder said the plat and deed were recorded on April 6<sup>th</sup> and April 24<sup>th</sup>, respectively, so the conditions were in place when the lot was purchased.

Raybould asked Schroeder whether there are any site distance issues with an additional driveway. Schroeder said no, it is a gradual slope to the north. He said secondary driveways are generally allowed if there is a physical feature, such as a drainage way, that divides the lot. Schroder said other options would be to meander the driveway through the property or move the existing driveway.

**MOTION:** Raybould moved and Smoyer seconded to grant conditional approval of the request from Jakeb Mrsny for an secondary driveway. Smoyer, Raybould, Amundson and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

Amundson exited the meeting at 10:08 a.m.

**7 COMMUNITY MENTAL HEALTH CENTER (CMHC) TRANSITION UPDATE** - Gwen Thorpe, Deputy Chief Administrative Officer; Ron Sorensen, Community Mental Health Center (CMHC) Executive Director

Ron Sorensen, Community Mental Health Center (CMHC) Executive Director, said discussions with Lutheran Family Services (LFS) regarding the transition of services continue. **NOTE:** LFS will be taking over core services (outpatient counseling, day treatment, community support and medication management) from CMHC. He said LFS has not made a decision on whether to continue the Sexual Trauma/Offence Program (STOP) or University of Nebraska-Lincoln (UNL) externs. Sorensen noted there have been significant changes in the Medicaid licensing requirements that will require LFS to have beds available for day treatment and said LFS may approach the County about having access to beds at the Crisis Center.

Amundson returned to the meeting at 10:10 a.m.

Sorensen said he has been working with Records and Information Management to move paper records out of the facility to storage. C. J. Johnson, Region V Systems Administrator, appeared and said there will need to be an audit on activity since July 1, 2013.

Sorensen also reported that CenterPointe will take over the Crisis Line responsibilities on November 1<sup>st</sup>.

Gwen Thorpe, Deputy Chief Administrative Officer, reported that CenterPointe had asked to have some painting done at the Midtown Center and said Don Killeen, County Property Manager, directed them to get three bids. She said the lowest bid was \$5,000 and the bill will come to the County. **NOTE:** The other bid amounts were \$11,538 and \$14,100.

**MOTION:** Smoyer moved and Raybould seconded to approve the bill for painting services. Raybould, Amundson, Smoyer and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

Raybould asked whether LFS has made offers of employment to the current staff. Sorensen said they have not.

Johnson gave an update on the Request for Proposal (RFP) to take over psychiatric residential rehabilitation services. He said the Evaluation Team will meet on October 21<sup>st</sup> and will make their recommendation to the Behavioral Health Advisory Committee (BHAC) on October 23<sup>rd</sup> and Region V Governing Board on November 4<sup>th</sup>. Johnson asked whether the Board would like to be informed of the recommendation prior to Region V Governing Board's meeting. Board members indicated they would and an update was scheduled on the October 24<sup>th</sup> County Board Staff Meeting agenda.

Copies of the agreement between Region V Systems, Lancaster County and LFS for the purpose of defining the transition of certain behavioral and mental health services to be provided by LFS to individuals currently under the care of the County, as well as the funding responsibilities of Region V, the County and LFS as it relates to such services were disseminated (Exhibit D).

Johnson said the contract does not mention purchases that were made, such as the 20 tower computers purchased by the Electronic Behavioral Health Information Network (eBHIN) for CMHC. He said LFS prefers thin computers and has talked about giving the tower computers to the County and having the County provide funding to purchase thin computers. Johnson asked whether that is the kind of expenditure Region V and the County want to fund. Thorpe explained that LFS operates in a thin client environment and said the purchase cost is comparable to having Information Services (IS) put new hard drives in the existing computers.

Hudkins noted the County has a need for computers for juvenile probation officers. Johnson explained the eBHIN computers have to be used by agencies within the Region V network.

Johnson questioned whether there should be a pre-purchase provision in the contract. Behrens said the contract lists certain things that are allowable expenditures and computers are not one of them. Those items came directly from LFS's budget.

Raybould suggested an exhibit of anticipated transition costs be attached to the agreement. Behrens said she has received four exhibits from LFS that were based on an \$800,000 budget, which is far less than what was allocated. **NOTE:** Region V and the County have agreed to reimburse LFS up to \$100,000 and \$450,000, respectively, for transition costs. She added that LFS has agreed to the contract, as it is drafted. Behrens said she can contact LFS and ask if computers are something they would like included as a reimbursable expense.

Johnson noted the contract stipulates that Region V will reimburse LFS for transition expenses in the amount of \$100,000 prior to LFS making any request(s) for reimbursement from the County and suggested that reimbursement on the percentage of commitment would be more appropriate. Eagan pointed out that Region V pledged transition monies first. Johnson said he had pledged funds in case the County did not so that LFS could move forward with transition.

Johnson also noted there is no provision should LFS say it is unable to perform the services. Behrens said the contract does not include reimbursement in total because it refers to duties and responsibilities and it is likely those services will have been provided. She said if tangible items, such as computers, are included the contract could address ownership.

**8 OLD JAIL REUSE PLAN** - Don Killeen, County Property Manager; John Kay, Sinclair Hille & Associates Inc.; Dan Spiry, BVH Architects

John Kay, Sinclair Hille & Associates Inc., disseminated documents related to the Lancaster County Adult Detention Facility Reuse Study: 1) Project background, time line and narrative description of the concept plan diagrams; 2) Phasing sequence and construction costs; and 3) Concept plan diagrams (Exhibit E). He noted the study examined the projected space needs of 13 County departments anticipated for the next ten years. He noted they were also asked to study the third structural infill, options for reuse without the infill, and parking maneuverability and revised plans. Kay said two key elements were the Community Mental Health Center (CMHC) Building (2201 South 17<sup>th</sup> Street) and the Alfred Benesh & Company Building (825 J Street). He said Don Killeen, County Property Manager, has indicated there is a possibility the Crisis Center may remain in the CMHC Building for a longer period of time than originally anticipated. There are also indications that Benesh is willing to shorten its lease, which would free up that building.

Dan Spiry, BVH Architects, said the Crisis Center could be located in the Benesh Building, instead of the former Adult Detention Facility. Hudkins said the former Adult Detention Facility is already "hardened" and felt that would be a better location. Spiry said they recognize that "hardening" of the building is an issue but its size is a great fit for the Crisis Center and it is a little more discreet.

Spiry presented the revised concept plan diagrams (see Exhibit E). Plans for the ground level haven't changed since the concept plan was presented to the Board in July. Adult Probation and the County Attorney's Child Support Division would be located on the first floor. The County Attorney, Clerk of the District Court, future County Court courtrooms and jury rooms, and the prisoner holding area for County Court would be located on the second floor. There would also be a secure sidewalk link. This is a change from the concept plan in July, which showed two District Court Courtrooms. He said the District Court felt it would be better to have one District Court courtroom co-located with the other District Court courtrooms on the third floor of the Justice and Law Enforcement Center. Mechanical, light storage and the prisoner holding area for District Court, with an open mezzanine between the two prisoner holding areas, would be located on the third floor. Juvenile Court courtrooms and Juvenile Probation would be located on the fourth floor of the Justice and Law Enforcement Center. Spiry said everything fits with the Crisis Center located in the Benesh Building.

Killeen said they originally had looked at locating the County Attorney in the Benesh Building but Joe Kelly, County Attorney, made it clear they really need to be in close proximity to the Courts. He said Adult Probation has also stated it is their preference not to be located across the street because of the amount of files that would have to be moved back and forth.

Hudkins asked whether the extra space on the third floor could be used for the Crisis Center. Scott Etherton, Crisis Center Director, appeared and said it would require more staffing because of the separation of the bedrooms.

Hudkins asked Etherton what he feels the best location for the Crisis Center would be. Etherton said it would be better to be in an area that is accessible for visitors and medical transport. He also said the Crisis Center also has the Lincoln Police Department (LPD) respond to security needs on an average of three times a month.

Killeen said there are three components to consider: 1) Adult Probation; 2) County Attorney; and 3) Crisis Center. He said only two will fit in the existing space and it is a matter of deciding which will one will work best across the street.

Smoyer suggested that Etherton walk through the Benesh Building and assess whether it would meet his department's needs.

Gene Cotter, Chief Probation Officer, Adult Probation, appeared and said his department works closely with the courts and law enforcement and feels the former Adult Detention Facility would be a better fit. He also expressed concern about noise and accessibility during the construction phase.

Hudkins asked Terry Wagner, Lancaster County Sheriff, whether he foresees any complications from having two different prisoner holding pods. Wagner said he does not, but Corrections will staff that area.

Troy Hawk, Clerk of the District Court, appeared and said his department serves both the District and Juvenile Courts and needs to be located in close proximity to them as there is a great deal of paperwork moving back and forth. He suggested the space on the fourth floor of the Justice and Law Enforcement Center that is shown in the plans for Juvenile Probation.

**9 PROBATION BOARDING CONTRACT UPDATE** - Brittany Behrens, Deputy County Attorney; Sheli Schindler, Youth Services Center (YSC) Director

Brittany Behrens, Deputy County Attorney, said the County has not received a response to the letter the County sent to State Probation Administration, dated October 8, 2013. However, several county officials received copies of a letter the Administrative Office of the Courts and Probation sent to the Judges, dated October 10, 2013 (Exhibit F). She said the letter is related to issues specific to Legislative Bill (LB) 561, which changed provisions and transferred responsibilities regarding the juvenile justice system, and advises the Judges of the impasse in contract negotiations as it relates to detention services. Behrens said the County Attorney's advice is still to try to address the issues of who is responsible for medical, transport and pre-disposition youth who have violated conditions of release and have been returned to detention legislatively.

Sheli Schindler, Youth Services Center (YSC) Director, said YSC continues to accept those youth and will bill for medical costs. She added they will track what costs are not reimbursed.

Behrens noted the sixth paragraph of the letter states: *Lancaster County has indicated they may not be able to accept additional youth at their detention center pending resolution of this issue.* She said she does not believe that has ever been the County's position. She also pointed out language in the second paragraph which states: *It appears that Lancaster County is representing other counties in negotiating the terms of this agreement.* Behrens said Lancaster County is not attempting to represent any interest, other than Lancaster County, but said other counties' interests are very similar to ours. She added that Douglas and Sarpy Counties, have submitted drafts of detention services contracts to State Probation Administration that are different from ours and have received no response. Behrens said Corey Steel, Deputy Administrator for State Probation Administration, has agreed to meet with Douglas, Lancaster and Sarpy County juvenile detention facility directors and attorneys tomorrow to discuss

the detention services contract but said she does not foresee there will be any resolution. Raybould asked whether it would be appropriate to have a state senator present to hear the concerns. Behrens said concerns can be conveyed to state senators but said this is probably not the appropriate forum to do that.

There was consensus to schedule discussion with Juvenile Court Presiding Judge Reggie Ryder.

Smoyer said he plans to meet with Senator Mello and will share Lancaster County's concerns.

## **10 ACTION ITEMS**

There were no action items.

## **11 CONSENT ITEMS**

There were no consent items.

## **12 ADMINISTRATIVE OFFICER REPORT**

- A. 2013 County Government Day (November 6, 2013)
- B. Reappointment of Commissioner Hudkins to the District Energy Corporation (DEC)
- C. Letter to the Lancaster County Agricultural Society Board of Directors
- D. Claim for Review, Payment Voucher (PV) No. PV416634 in the Amount of \$122.66 to Robert Hays, Chief Deputy Public Defender. Claim is Beyond the 90 Day Time Period.
- E. City-County Common Meeting Agenda Items and Starting Time (November 5, 2013)
- F. Appointment of John Watson and William (Russ) Bell to the Pension Review Committee (PRC)
- G. Computers for Juvenile Probation

Items A-G were moved forward on the agenda.

- H. Agenda Items for Tri-County Meeting with Douglas and Sarpy County Boards (November 18, 2013)

The following topics were suggested: 1) Legislative Bill (LB) 561, which changed provisions and transferred responsibilities regarding the juvenile justice system; 2) Truancy; and 3) Update on the Lincoln-Lancaster County Consolidation Task Force.

I. Projects for Assistance in Transition from Homelessness (PATH) Grant Update

Thorpe noted the Board had authorized Kim Etherton, Community Corrections Director, to apply for the PATH grant. She has since learned that Lutheran Family Services (LFS) intends to apply for the grant. Thorpe suggested that the County withdraw its grant application and submit a letter supporting LFS's application (see Exhibit G for letter draft).

**MOTION:** Amundson moved and Smoyer seconded to send a letter supporting Lutheran Family Services' (LFS') grant application, with signature by the Chair. Amundson, Smoyer, Raybould and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

**13 PENDING**

There were no pending items.

**14 DISCUSSION OF BOARD MEMBER MEETINGS**

A. Public Building Commission (PBC) - Hudkins, Raybould

Hudkins said they approved leasing the Old Jail Facility from the County.

B. Board of Health - Amundson

Amundson said they discussed amendments to the county health resolutions, results of a community health challenge and the use of e-cigarettes.

C. Parks and Recreation Advisory Board - Hudkins

Hudkins said they discussed whether to have professional, rather than in-house, management of the public golf courses.

D. Human Services Joint Budget Committee (JBC)

Meeting was cancelled.

E. Lincoln Independent Business Association (LIBA) Budget Monitoring Committee - Smoyer

Smoyer said the meeting was routine in nature.

- F. Meeting with Marvin Krout, Planning Director; and Sara Hartzell, Planner - Hudkins, Smoyer

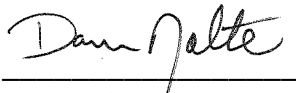
Hudkins said Planning wants to draft a new comprehensive plan for J Street, south of the Haymarket area. He said the Planning Department has also been involved in discussions with the Lincoln Airport Authority about reconfiguration of the entrance from Highway 34.

**15 EMERGENCY ITEMS AND OTHER BUSINESS**

There were no emergency items or other business.

**16 ADJOURNMENT**

**MOTION:** Smoyer moved and Amundson seconded to adjourn the meeting at 12:04 p.m. Raybould, Amundson, Smoyer and Hudkins voted aye. Schorr was absent from voting. Motion carried 4-0.

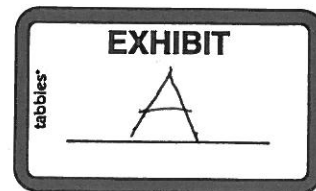


Dan Nolte  
Lancaster County Clerk





**DRAFT**



October 17, 2013

Lancaster County Agricultural Society Board  
Board of Directors  
Ron Dowding, President  
12368 Roca Road  
Bennet NE 68317

Re: Meeting Between Agricultural Society Board of Directors and Lancaster County Board

Dear Ron:

The Lancaster County has a long history of meeting with the governing bodies of other political subdivisions for the purposes of fostering open communication and cooperation. The Lancaster County Board believes both the Agricultural Society and the County would benefit from such a meeting, and we cordially invite you to meet with us at a mutually agreeable time and place.

A topic which the County Board would like to discuss is your search for a new Lancaster Event Center manager. Given the County's investment in the Event Center, as well as the importance of the Event Center to our entire community, this topic is ideal for discussion at a joint meeting of our governing board. We would also be open to any other topics the Agricultural Society would like to discuss at this meeting.

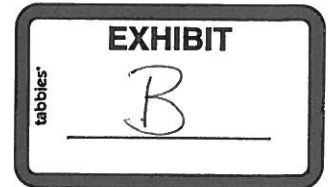
Please contact us at your convenience if you are interested in having a meeting. Thank you in advance for your cooperation on this important matter.

Sincerely,

Larry Hudkins, Chair  
Lancaster County Board of Commissioners

**DRAFT**

**LEGISLATIVE RESOLUTION 155  
TAX MODERNIZATION COMMITTEE  
PUBLIC HEARING  
FRIDAY, OCTOBER 18, 2013  
TESTIMONY OF LANCASTER COUNTY**



**INTRODUCTION**

The Lancaster County Board of Commissioners is concerned about the growing pressures being placed on the property tax. In Nebraska, the property tax is the most important source of revenue for county government, and is used to pay for local public goods and services which provide a direct benefit to our local residents. During the recent economic downturn, Lancaster County experienced an extended period of stagnant property valuation increases. At the same time, the cost and demand for basic services, especially in the area of public safety, steadily increased. Pressure on the property tax has been further exacerbated by the elimination of state aid programs, and the threat of elimination of the inheritance tax. Additionally, the Legislature continues to impose unfunded mandates on the counties. Please consider the following points:

- Between 2008 and 2013, the average property valuation increase in Lancaster County was only 2.1%, and in 2010 the valuation actually decreased by .77%.
- State programs such as aid to counties and prisoner reimbursement have been eliminated, resulting in a \$3 million loss of revenue to Lancaster County.
- Elimination of the inheritance tax, which has been vigorously pursued by the Governor, would have a devastating impact on Lancaster County property tax payers. For the last three fiscal years Lancaster County has averaged more than \$7.6 million of inheritance tax collections. Last fiscal year the County collected \$8.6 million of inheritance tax, which is equivalent to a property tax levy of 4.3¢ or 17% of the entire County levy.
- New unfunded mandates are being imposed on counties. The most recent example is the passage of juvenile justice reform under LB 561. While Lancaster County believes many positive changes to the juvenile justice system are being made, the County is already feeling the effects of additional financial burdens created by this law. As a result of LB 561, 43 new juvenile probation officers have been hired in Lancaster County. By statute, the County is responsible for providing office space and supplies for these new employees, which more than doubles our previous rental cost for the State Juvenile Probation Office. The County is also facing potential additional financial responsibility for youth held in our youth detention facility who are under the supervision of Juvenile Probation, including medical and transportation expenses previously covered by the Office of Juvenile Services. Another concern is that if the State fails to adequately fund the new programs and services under LB 561, then counties are statutorily obligated to annually appropriate a fund which will pay for these programs and services until suitable funding can be found.

## RECOMMENDATIONS

The tremendous pressures on the property tax have caused the county tax and revenue system to become out of balance. To address this problem, the Lancaster County Board respectfully submits the following recommendations for consideration by the Tax Modernization Committee:

1. Expand Revenue Sources available to Counties

a. County Sales Tax

Based on existing sales tax collections in Lancaster County, a county sales tax of .25% of 1¢ would raise more than \$10.64 million per year for the County; and a sales tax of .5% of 1¢ would raise more than \$21.24 million per year. Since sales tax is not presently being charged in several villages and the rural portion of Lancaster County, a County-wide sales tax would raise several million more dollars.

b. Raise County Fees Where Appropriate

State statutes provide for a number of different fees which counties can charge for different services, such as the issuance of marriage, locksmith and amusement licenses. Most of these fees have not been raised since they were created and cover only a small portion of the cost of issuance. All county fees should be reviewed and raised when appropriate. Thereafter, fees should be regularly reviewed.

c. Maximize the Use of Federal Funding through Medicaid Expansion

Lancaster County expends over \$2 million per year for General Assistance medical expenses. Expanding Medicaid under the Affordable Care Act will cover virtually 100% of these costs.

2. Appropriate State Funding for State Mandated Services

Property tax growth cannot be controlled without a well-designed and reliable state plan for funding programs and services which counties are mandated to provide. State funding should be directed where it is needed most, especially where it can increase the effectiveness of state and local cooperation. Again, juvenile justice reform under LB 561 is a prime example. Lancaster County believes an effective state-county partnership is essential to the success of juvenile justice reform. And while Lancaster County is willing to commit additional resources to improve the juvenile justice system, the State must also step to the plate with adequate funding. Otherwise, the partnership will be less effective and costs will be unfairly shifted to the property tax payers of Lancaster County.

## CONCLUSION

In conclusion, the Lancaster County Board appreciates the opportunity to provide input to the Tax Modernization Committee. By working together, hopefully we can create a well-balanced revenue system which is fair to all tax payers.

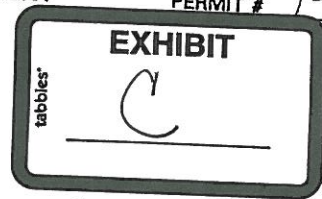


# - Accessory Drive -

- FLAGGED
- RESIDENTIAL
- FIELD
- CODES-BLDG. PERMIT

LANCASTER COUNTY ENGINEERING DEPARTMENT  
 444 Cherrycreek Road, Building C  
 Lincoln, NE 68528  
 (402)441-7681  
**DRIVEWAY APPLICATION  
 ONE ACCESS ONLY**

PERMIT # 7410



DATE: September 16, 2013

ADDRESS: \_\_\_\_\_

Application is hereby made to the Lancaster County Engineering Department, pursuant to Resolution #3708, by Jake & Jenny Mrsny, 12100 N. 70th St, Lincoln, NE 68517 to construct a private driveway from the County road to the adjacent property of the applicant, said property being described as Lot 1, Finigan Estates Addition, onto N. 70th St.

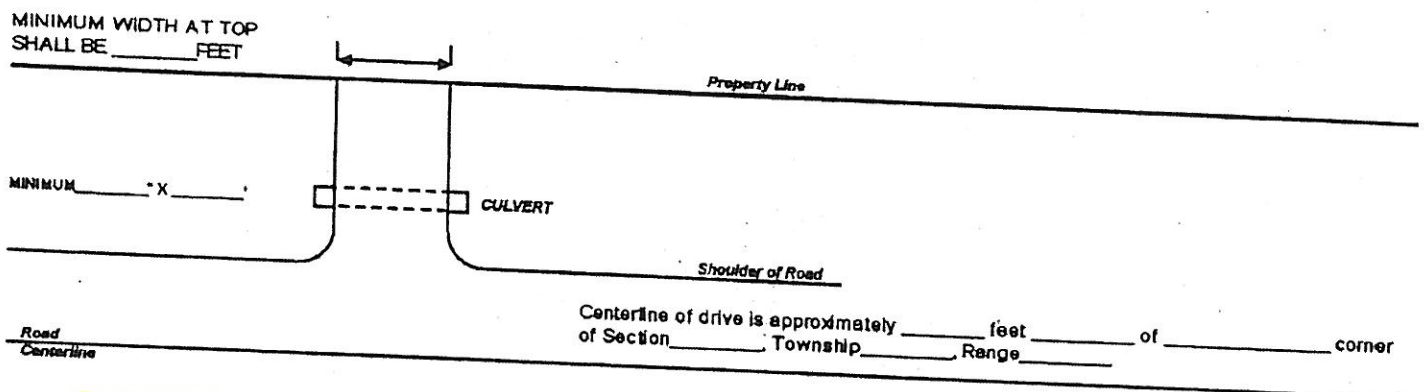
The private driveway shall have a minimum width of \_\_\_\_\_ feet. Where a culvert is required beneath the private driveway, as determined by an authorized representative of this Department, a \_\_\_\_\_ **METAL PIPE CULVERT\*** shall be installed by the applicant at his or her own expense. 10 (11-7)

The general features of the private driveway are indicated on the sketch below and all pertinent information (such as sizes, distances and dimensions) is shown. Said private driveway at the property line of the applicant shall be \_\_\_\_\_ inches below the shoulder line of the road. No drive shall be located within 24' of any drive on adjacent property. The road onto which this private driveway shall connect is surfaced with \_\_\_\_\_ materials and said surfacing has a width of \_\_\_\_\_ feet at this location.

**NOTE: IF DRIVEWAY APPROACH ON PUBLIC RIGHT-OF-WAY IS GOING TO BE PAVED, THE FOLLOWING CONDITIONS APPLY: WE RECOMMEND SAID DRIVEWAY BE 4" CONCRETE OR 6" ASPHALT WITH 20' RADIUS FLARE, DRIVEWAY SHALL BE SLOPED TO PREVENT DRAINAGE ONTO THE STREET, DRIVEWAY SHALL BE INSPECTED PRIOR TO INSTALLATION. MAINTENANCE AND UPKEEP OF ANY PAVED, CONCRETE OR ASPHALT DRIVEWAY, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER THAT THE DRIVEWAY SERVES. IF DRIVEWAY ACCESS IS TO A GRAVELED COUNTY ROAD, ASPHALT OR CONCRETE DRIVEWAY SHALL STOP AT THE PROPERTY LINE AND SHALL NOT ENCROACH ON THE COUNTY RIGHT-OF-WAY.**

FIELD CHECK AND RECOMMENDATION FOR APPROVAL BY: \_\_\_\_\_ DISTRICT \_\_\_\_\_ SUPERVISOR

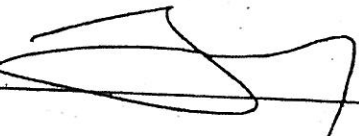
\*If concrete pipe is desired by applicant, said applicant will be responsible for all costs incurred for cleaning and maintenance or replacement at such time that may be designated by the Lancaster County Engineering Department.



**COMMENTS:** Access permit denied per restrictions in subdivision dedication of "Finigan Estates Addition" Final Plat Inst. No 2013017772 recorded at Register of Deeds Office on April 8, 2013. (See attached plat)

I (We) agree to construct the private driveway in accordance with the above information within three (3) months from the date of issuance of this permit. It is my (our) understanding that this permit may be canceled at any time by the applicant prior to the construction of the work, and that this permit is valid for only three (3) months from the date of issuance; however, if more time is required, contact this office at 441-7681 for time extension approval. **DO NOT APPLY FOR A SECOND PERMIT!** I (We) further agree, to relinquish any and all other accesses/driveways to the above referenced property.

PHONE: 402-518-0241 (HOME)  
 \_\_\_\_\_ (WORK)

SIGNED:  \_\_\_\_\_  
 APPLICANT

The above application is hereby ~~approved~~ disapproved, subject to the general rules and regulations governing this work and subject to such regulations as the County may deem necessary.

DATE: 9-19-2013

SIGNED:  \_\_\_\_\_  
 LANCASTER COUNTY SURVEYOR



# FINIGAN ESTATES ADDITION FINAL PLAT



SCALE: 1"=200'

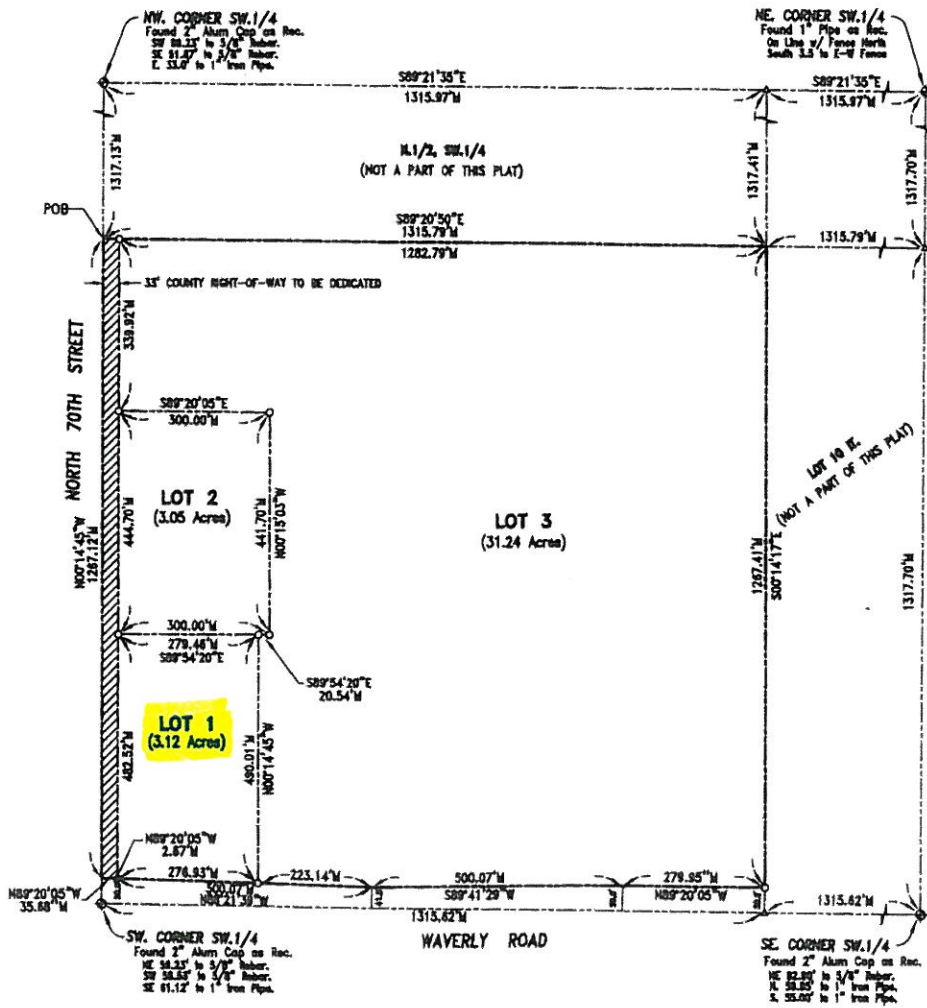
### LEGEND:

- = Set 5/8" Capped Rebar
- = Found corner as recorded
- M = Measured distance
- △ = Set temp. point

Inst # 2013017772 Mon Apr 08 15:01:22 CDT 2013  
 Filing Fee: \$28.00  
 Lancaster County, NE Assessor/Registrar of Deeds Office PLAT  
 Page 3

FINEST

#4945



### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED THE SUBMISSION TO BE KNOWN AS "FINIGAN ESTATES ADDITION" A SUBDIVISION COMPOSED OF LOT 4 AND LOT 11 OF IRREGULAR TRACTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE IN AN EASTERLY DIRECTION, ALONG THE NORTH LINE OF SAID LOT 11, ON AN ASSUMED BEARING OF S 89°20'50" E FOR A DISTANCE OF 1315.79' TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE S 07°14'17" E, ALONG THE EAST LINE OF SAID LOT 11, FOR A DISTANCE OF 1287.41' TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N 89°20'05" W, ALONG THE SOUTH LINE OF SAID LOT 11, FOR A DISTANCE OF 278.85'; THENCE S 89°41'28" W, ALONG THE SOUTH LINE OF SAID LOT 11, FOR A DISTANCE OF 500.07'; THENCE N 89°21'39" W, ALONG THE SOUTH LINE OF SAID LOT 11, FOR A DISTANCE OF 500.07'; THENCE N 89°20'05" W, ALONG THE SOUTH LINE OF SAID LOT 11, FOR A DISTANCE OF 35.88' TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N 07°14'45" W, ALONG THE WEST LINE OF SAID LOT 11, FOR A DISTANCE OF 1287.12' TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA 38.37 ACRES.

PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL LOT CORNERS, STREET INTERSECTIONS, CENTERLINE POINTS OF TANGENCY, AND AT ALL OTHER POINTS REQUIRED POINTS OF CURVATURE, BY THE CITY OF LINCOLN, LAND SUBDIVISION ORDINANCE, TITLE 28 OF THE LINCOLN MUNICIPAL CODE.

ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS SHOWN OTHERWISE, AND ARE IN FEET OR DECIMALS OF A FOOT.

*Kerry W. Simonds*  
 KERRY SIMONDS (333)  
 ALLEGE SURVEYING & MAPPING  
 8333 EXECUTIVE WOODS DR., SUITE 200  
 PH. (402)34-2808  
 LINCOLN, NE 68512



### DEDICATION

THE FOREGOING PLAT KNOWN AS "FINIGAN ESTATES ADDITION", AND AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED, SOLE OWNERS, AND THE EASEMENTS SHOWN THEREON ARE HEREBY GRANTED IN PERPETUITY TO LANCASTER COUNTY, WINDSTREAM NEBRASKA INC, TIME WARNER ENTERTAINMENT-ADVANCE/NEIGHOUSE, BLACK HILLS ENERGY, AND MORRIS PUBLIC POWER, THEIR SUCCESSORS AND ASSIGNS, TO ALLOW ENTRY FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, REPAIR, OPERATION AND MAINTENANCE OF WIRES, CABLES, CONDUITS, FITTINGS, POLES, TOWERS, PIPES AND EQUIPMENT FOR THE DISTRIBUTION OF ELECTRICITY AND GAS, TELEPHONE AND CABLE TELEVISION, WASTEWATER COLLECTORS, STORM DRAIN, WATER MAINS AND ALL APPURTENANCES THEREON, OVER, UPON OR UNDER THE EASEMENTS AS SHOWN ON THE FOREGOING PLAT. LANCASTER COUNTY, NEBRASKA, ITS SUCCESSORS OR ASSIGNS ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON OR UNDER ANY EASEMENT SHOWN THEREON.

- LOT 1 WILL BE LIMITED TO ONE ACCESS TO N. 70TH STREET AND WILL RELINQUISH ANY ACCESS TO WAVERLY ROAD
- LOT 2 WILL BE LIMITED TO NO MORE THAN TWO ACCESSES TO N. 70TH STREET.
- LOT 3 WILL BE LIMITED TO ONE ACCESS TO N. 70TH STREET AND ONE ACCESS TO WAVERLY ROAD

THE 33 FOOT RIGHT OF WAY SHOWN HEREON ALONG NORTH 70TH STREET IS HEREBY DEDICATED TO THE PUBLIC.

WITNESS OUR HANDS THIS 13<sup>th</sup> DAY OF March, 2013.

*William C. Finigan*  
 WILSON C. FINIGAN, PERSONAL REPRESENTATIVE FOR WILLIAM C. FINIGAN

*Daniel K. Bessell*  
 DANIEL K. BESSELL, HUSBAND

*Julie L. Bessell*  
 JULIE L. BESSELL, WIFE

*John W. Spadoro Trustee*  
 JOHN W. SPADORO, HUSBAND AND TRUSTEE OF THE JOHN W. SPADORO REVOCABLE TRUST

*Deborah A. Spadoro Trustee*  
 DEBORAH A. SPADORO, WIFE AND TRUSTEE OF THE DEBORAH A. SPADORO REVOCABLE TRUST

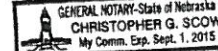
*Kami Shalhoob*  
 KAMI SHALHOOB, PERSONAL REPRESENTATIVE FOR CAPTAIN AGNEW, LLC

### ACKNOWLEDGMENT

STATE OF NEBRASKA }  
 LANCASTER COUNTY } SS

ON THIS 1<sup>st</sup> DAY OF March, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME WILSON C. FINIGAN TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND SHE ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED.

*Christopher G. Scow*  
 NOTARY PUBLIC



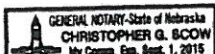
MY COMMISSION EXPIRES THE 1<sup>st</sup> DAY OF September, 2015.

### ACKNOWLEDGMENT

STATE OF NEBRASKA }  
 LANCASTER COUNTY } SS

ON THIS 13<sup>th</sup> DAY OF March, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME DANIEL K. AND JULIE L. BESSELL TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE NAMES ARE AFFIXED TO THE DEDICATION OF THE FOREGOING PLAT AND THEY ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

*Christopher G. Scow*  
 NOTARY PUBLIC



MY COMMISSION EXPIRES THE 1<sup>st</sup> DAY OF September, 2015.

### ACKNOWLEDGMENT

STATE OF NEBRASKA }  
 LANCASTER COUNTY } SS

ON THIS 13<sup>th</sup> DAY OF March, 2013, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED, QUALIFIED FOR AND RESIDING IN SAID COUNTY, PERSONALLY CAME

*Christopher G. Scow*  
 NOTARY PUBLIC



- LOT 1 WILL BE LIMITED TO ONE ACCESS TO N. 70TH STREET AND WILL RELINQUISH ANY ACCESS TO WAVERLY ROAD
- LOT 2 WILL BE LIMITED TO NO MORE THAN TWO ACCESSES TO N. 70TH STREET.
- LOT 3 WILL BE LIMITED TO ONE ACCESS TO N. 70TH STREET AND ONE ACCESS TO WAVERLY ROAD

### PLANNING DIRECTOR'S APPROVAL

THE PLANNING DIRECTOR, PURSUANT TO SECTION 28.11.060 OF THE LINCOLN MUNICIPAL CODE, HEREBY APPROVES THIS FINAL PLAT

*Scott Hancock*  
 PLANNING DIRECTOR  
 DATE: April 8, 2013







# FINIGAN



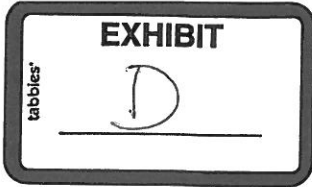
1 inch = 100 feet

(2010 aerial)

# ESTATE







AGREEMENT

This Agreement is entered into by Region V Systems, hereinafter referred to as "Region V Systems," Lancaster County, Nebraska, hereinafter referred to as the "County," and Lutheran Family Services of Nebraska, Inc., hereinafter referred to as "LFS," for the purpose of defining the transition of certain behavioral and mental health services to be provided by LFS to individuals currently under the care of the County ("Services") as well as the funding responsibilities of Region V Systems, the County and LFS as it relates to such Services.

WHEREAS, Region V Systems is a regional behavioral health authority established pursuant to the Behavioral Health Services Act, Neb. Rev. Stat. § 71-802 et. seq.; and

WHEREAS, Region V Systems is responsible for the development and coordination of publicly funded behavioral health services within its service area, Region V; and

WHEREAS, the County, through the Community Mental Health Center of Lancaster County, hereinafter referred to as "Mental Health Center", presently provides behavioral and mental health services to citizens of Lancaster County; and

WHEREAS, LFS has proposed a new service model for the provision of behavioral and mental health services in Lancaster County; and

WHEREAS, Region V Systems, the County and LFS are in the process of transitioning the provision of behavioral and mental health services from the County to LFS; and

WHEREAS, the parties wish to define the funding responsibilities of Region V Systems, the County and LFS as it relates to the provision of Services.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

- I. DURATION OF THIS AGREEMENT  
This Agreement is effective upon execution by all parties and shall continue in full force and effect until June 30, 2014.
  
- II. PURPOSE OF THIS AGREEMENT  
The purpose of this Agreement is to define the Services provided by LFS hereunder and the funding responsibilities of Region V Systems, the County and LFS related to such Services. The Services include the transition of the core areas of Community Support, Day Treatment, Medication Management and Outpatient behavioral health services offered to individuals currently receiving such services from the County.



### III. DUTIES AND RESPONSIBILITIES OF LFS

- A. Perform transition activities consistent with LFS's proposal, as outlined in the Region V Systems RFP, the transition narratives and work plan, as provided in Attachment A, attached hereto and incorporated by this reference.
- B. Participate in reasonably scheduled status update meetings with Region V Systems and the County, on an as needed basis.
- C. Hire, or designate a senior level executive to serve as, a transition manager to coordinate all transition activities.
- D. Ensure appropriate staff and facility licensure for the provision of Services contemplated hereunder.
- E. Ensure accurate data entry of client records.
- F. Determine the appropriate number of staff positions to efficiently and effectively provide Services contemplated hereunder.
- G. Interview and hire staff as reasonably necessary within the sole discretion of LFS to efficiently and effectively provide Services contemplated hereunder.
- H. Develop transition policies and procedures consistent with Attachment A to ensure a reasonable transition of the operations of the Mental Health Center to operation by LFS.
- I. Establish a communication plan to reasonably ensure Mental Health Center clients are transitioned to LFS services with an understanding of LFS' operations.
- J. Ensure that furnishings are arranged in a manner that will facilitate the efficient provision of Services.
- K. Establish and coordinate training for new staff and staff transitioning from the Mental Health Center to LFS.
- L. Contribute \$125,000 of in-kind transition funding.

### IV. DUTIES AND RESPONSIBILITIES OF REGION V SYSTEMS

- A. Participate in regular status meetings as reasonably requested to monitor implementation and progress of the transition plans.

- B. Monitor the overall transition process to ensure a timely transition.
- C. Reimburse LFS for the cost of transition services up to One Hundred Thousand Dollars and No Cents (\$100,000.00).

V. DUTIES AND RESPONSIBILITIES OF THE COUNTY

- A. Participate in regular status meetings as reasonably requested to monitor implementation and progress of the transition plans.
- B. Provide Region V Systems and LFS with material and information as needed.
- C. Reimburse LFS for the cost of transition services up to Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00).

VI. Reimbursement. The County agrees to reimburse LFS for transition expenses incurred in providing Services pursuant to this Agreement, provided, however, that the amount of such reimbursement shall not exceed \$450,000 without the express written approval of the Lancaster County Board of Commissioners. Region V Systems agrees to reimburse LFS for transition expenses incurred in providing Services pursuant to this Agreement, provided, however, that the amount of such reimbursement shall not exceed \$100,000 without the express written approval of the Region V Governing Board. In addition, it is understood and agreed as follows:

- A. Region V Systems will reimburse LFS for transition expenses in the amount of \$100,000 prior to LFS making any request(s) for reimbursement from the County.
- B. LFS agrees that it shall not be paid until Services have been provided in accordance with this Agreement. Payments will be disbursed once LFS has provided the Lancaster County Budget and Fiscal Director with documentation that Services have been provided pursuant to this Agreement.
- C. LFS shall submit all requests for reimbursement by the 15<sup>th</sup> day of each month.

VII. Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees) resulting from or arising out of the acts or omissions of its principals, officer, or employees in

performance of this Agreement. Liability includes, but is not limited to any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall, at its own expense, maintain a policy or policies of insurance (or a self-insurance program), sufficient in amount and coverage to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers or employees.

- VIII. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. No employees of any party to this Agreement shall be deemed to be employees of any other party to this Agreement.. Region V Systems, LFS, and the County shall be responsible to their respective employees for all salary and benefits. Neither Region V Systems' employees, the County's employees, nor LFS's employees shall be entitled to any salary, wages, or benefits from the other parties, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to their employees' compensation.
- IX. Non Discrimination. Each party agrees to comply fully with Title VII of the Civil Rights Act of 1964, as amended, The Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990, as amended, and the Nebraska Fair Employment Practices Act, as amended, in that there shall be no discrimination in the provision of services or against any employee, any applicant for such employment, or any other person because of age, race, color, religious creed, national origin, ancestry, disability, sex or marital status. This provision shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- X. Insurance. Each party shall maintain, at its own cost throughout the duration of this Agreement a policy or policies of insurance or a self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement. At a minimum, such insurance or self-insurance shall include:

- A. **Workers' Compensation Insurance:** Workers' compensation insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.
- B. **General Liability Insurance:** General liability insurance or self-insurance, including coverage of bodily injury, wrongful death, personal injury, property damage, contractual liability, and products/completed operations liability. The minimum acceptable limits of liability to be provided by such insurance or self-insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

Each party shall not commence work under this Agreement until it has obtained all insurance required under this section.

- C. **Region V Systems** is required to provide Lancaster County with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.
- XI. **Assignment.** The parties agree that they shall not assign their duties or responsibilities under this Agreement without receiving prior written permission of the other party.
  - XII. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Nebraska, which shall be the forum for any lawsuits arising from and incident to this Agreement.
  - XIII. **Termination.** Each party may terminate this agreement at any time and for any reason upon giving thirty (30) days written notice to the other party.
  - XIV. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain.
  - XV. **Access to Books and Records.** Until the expiration of four years after the furnishing of the services provided under this Agreement, each party shall make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of that party that are necessary to certify the nature and extent of any cost incurred by either party.

If a party carries out the duties of the Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract shall contain a clause placing the same obligations on subcontractor as this clause places on that party. Each party shall immediately notify the other parties of its receipt of any such request for this Agreement and any other books, documents and records and shall provide such parties with copies of any such materials. In the event this Agreement is not subject to the provision of 42 U.S.C. 1395x(v)(1)(I) and 42 C.F.R. 420.300 et seq. or relevant regulations, this paragraph shall be null and void.

- XVI. Excluded Provider Warranty. Each party hereby represents and warrants that it is not now and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other of any actual exclusion from any federally funded health care program, including Medicare and Medicaid. Each party further represents and warrants that none of its employees are now excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that if an employee of one party becomes so excluded, such employee shall be terminated. In the event that either party is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each party shall indemnify the other for any and all damages arising from this Agreement which result from its exclusion from any federally funded health care program, including Medicare and Medicaid.
- XVII. Effect of Government Regulation. Each party shall have the right to terminate or amend this Agreement, without liability, to comply with any legal order, ruling, opinion, procedure, policy, or other guidance issued by any federal or state agency, or to comply with any provision of law, regulation, or any requirement of accreditation, tax-exemption, federally-funded health care program participation or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; (ii) would cause a party to be in violation of the law; (iii) jeopardizes the tax-exempt status of a party, or any affiliate of a party; (iv) jeopardizes the tax-exempt status of any bonds issued for the benefit of a party, or any affiliate of a party; or (v) jeopardizes the good standing status of licensure, accreditation or participation in any federally-funded health care program, including the Medicare and Medicaid programs, of a party, or any affiliate of a party. If a party deems it necessary to amend this Agreement as provided in this Section and the amendment is unacceptable to any other party, such party may choose to terminate this Agreement without cause.

The Board of County Commissioners of  
Lancaster County, Nebraska

---

---

---

---

---

---

---

Date: \_\_\_\_\_

Region V Systems

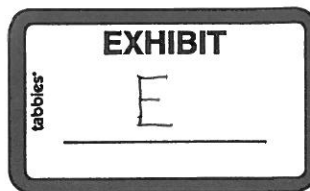
By: \_\_\_\_\_

Date: \_\_\_\_\_

Lutheran Family Services

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Lancaster County Adult Detention Facility Reuse Study

---

### **Project Background**

In January, 2012, the Lancaster County Commissioners embarked on a seven-week planning study to chart a course for the adaptive re-use of the current Lancaster County Adult Detention Facility (LCADF). The purpose of the study was to evaluate the highest and best use of the existing 116,000 square-foot facility for serving short-term and long-term growth needs. The study recommendations serve as a tool to support timely decision-making for anticipated growth in delivery of government services.

The planning study examined the projected space needs of 13 County departments anticipated for the next ten years (2012-2022). An Advisory Committee was formed with each of the departments designating a representative to serve on the Committee, collect space needs data, and participate in a series of work sessions. The LCADF Advisory Committee included the following representatives:

- Community Mental Health: Dean Settle, Scott Etherton
- County Attorney: Joe Kelly, Doug Cyr, Mike Thew, Eileen LeGrande
- Records Management: Brian Pillard
- County Sheriff: Terry Wagner, William Jarrett
- County Corrections: Mike Thurber
- County Wellness Center: Judy Halstead, Pat Borer
- Adult Probation: Gene Cotter
- County Court: Judge Laurie Yardley, Judge Susan Strong, Becky Bruckner
- Clerk of the District Court: Sue Kirkland, Chuck Salem
- District Court: Judge Jodi Nelson, Judge Stephanie Stacy, Troy Hawk
- Juvenile Court: Judge Reggie Ryder, Theresa Emmert
- Juvenile Probation: Lori Griggs
- Community Corrections: Kim Etherton
- Lincoln Police Evidence Storage: Jim Peschong, Pam Fittje
- County Commissioners: Jayne Raybould, Brent Smoyer
- City/County Property Management: Don Killeen
- City/County Purchasing: Robert Walla

## Lancaster County Adult Detention Facility Reuse Study

---

### Timeline

#### 1. Reuse Plan: January – March 2012

- Three work sessions with Advisory Committee January – March 2012
- Report submitted March 19, 2012
- Board requested more information on recommendation involving third floor structural infill

#### 2. Structural Floor Infill Study: April – June 2012

- Structural analysis April-May, 2012
- Report submitted June 19, 2012
- Parking maneuverability study requested

#### 3. Parking Maneuverability Study: July, 2012

- On-site analysis with moving vehicles July 17, 2012
- Report presented July 31, 2012

#### 4. Reuse Plan Revisions: In-Progress

- Initiated June 11, 2013 to respond to options for reuse without the third floor infill
- Board of Commissioners presentation July 11, 2013
- Additional interviews with Departments August – October, 2013
- Space Plan Revisions October 17, 2013



## Concept Plan Diagrams

---

The concept plans illustrate the potential full occupancy of the former Lancaster County Adult Detention Facility (LCADF) building. The tentative date of occupancy of each space is noted in parenthesis under the space title. Summary highlights of each floor level are as follows:

### Community Mental Health Crisis Center /

- This aerial photograph highlights the building located at 825 "J" Street (currently occupied by Alfred Benesch & Co.) which would become the home of the Community Mental Health Crisis Center in the scenario presented in this report.

### Ground Level / LCADF

- A new prisoner transfer sally port is located on the west side and provides space for four (4) transfer vehicles. A new elevator provides direct secure access to the Second and Third Level prisoner holding areas and the County and District Courts. Additional bay height is attainable in the west half of the new sally port which will allow ambulance access inside the sally port.
- Adult Probation drug testing and meeting rooms are located on the south side with a new pedestrian entrance from "H" Street. An existing elevator and stair connects directly to the Adult Probation office located on the First Level above.
- The existing sally port on the south side becomes temporary Police Evidence Holding and has direct secure access via an existing elevator to Police Evidence Storage located on the Third Level.
- The west end of the former LCADF kitchen becomes the Sheriff's Morgue. There is an existing walk-in cooler and freezer located in this area.
- The existing law enforcement vehicle parking area occupies the majority of the Ground Level. It could be secured with the addition of a fence and gates at the entrance and exit driveways on the west side. Some relatively minor rerouting and restriping of the parking configuration is required to accommodate the new Sally Port.
- Existing mechanical and electrical support spaces remain.

### First Level / LCADF

- The Adult Probation and Child Support offices occupy this floor. The existing north entrance would continue to be utilized with public access to both offices from the existing lobby.
- As noted above, an existing elevator and stairway connects the Adult Probation office to the drug testing and meeting functions located on the Ground Level below.
- Existing mechanical and electrical support spaces remain.

### **Second Level / LCADF**

- A portion of the existing northwest cellblock is converted to the new Prisoner Holding area. A new elevator provides direct secure access from the Sally Port on the Ground Level. Prisoners being held on this level would be appearing in County Court.
- When the next Juvenile Court judge and courtroom are needed on the Fourth Floor of the Justice and Law Enforcement Center it will trigger the need for the County Attorney's office to relocate to this level. The new Skywalk Link provides secure access from the Justice and Law Enforcement Center to this floor.
- Future use of this level would be for additional County Court courtrooms, judge's chambers and jury rooms and the relocation of the Clerk of the District Court office when an additional District Court judge is appointed.
- Existing mechanical and electrical support spaces remain.
- This plan also reflects the new County Court courtroom, judge's chamber, jury room and Sheriff's office that was recently constructed in the existing Justice and Law Enforcement Center.

### **Third Level / LCADF**

- A portion of the mezzanine level of the existing northwest cellblock would be converted to the Prisoner Holding area for those appearing in District Court. A new elevator provides direct secure access from the Sally Port on the Ground Level.
- The remainder of this level would be utilized for Police Evidence Storage. Note that this was the mezzanine level of the four cellblocks of the former LCADF. A preliminary structural analysis has determined that if the "dead load" of the existing cell walls are removed, the floor will be able to support a light storage "live load" similar to police evidence. The open mezzanine guardrails would be replaced with framed partition walls and ceilings would be installed in the voids to create a finished ceiling in the occupied spaces on the Second Level. A dedicated elevator from the Police Evidence Holding area on the Ground Level provides direct secure access to this level.
- As the building takes on new office occupancies additional HVAC capacity will be needed. New HVAC air handling equipment would be located in the existing roof well and a new roof installed overhead. A preliminary analysis of the existing structure indicates that this roof area is structured to support floor loads. Other mechanical and electrical support spaces remain.
- When a future District Court courtroom, judge's chamber and jury room are needed, the Clerk of the District Court office would relocate to the Second Level of the former LCADF building.

### **Fourth Level / JLEC**

- This level of the existing Justice and Law Enforcement Center allows expansion for two future Juvenile Court courtrooms and judge's chambers. It would also provide the opportunity for a portion of the Juvenile Probation office to relocate on this level.

## Phasing Sequence and Construction Cost

---

The following describes the recommended phasing sequence and the relative construction cost associated with each phase. The Probable Construction Costs are based on average projected square footage costs (\$/sf) applied to the corresponding areas of the conceptual plan diagrams. The intent of this estimate is to provide "order of magnitude" costs that will guide the County and Public Building Commission as they implement a plan to adapt and reuse the former LCADF building.

### Year 2014 - Prisoner Transfer and Holding /

#### Scope:

- Construct new prisoner transfer Sally Port on the Ground Level
- Remodel the existing northwest cellblock on 2<sup>nd</sup> and 3<sup>rd</sup> floors for the holding of prisoners awaiting court appearance.
- Install new 3-stop elevator.

#### Probable Construction Cost:

- New Sally Port.	4,350sf @ \$150/sf =	\$ 652,500.
- Prisoner Holding.	5,350sf @ \$25/sf =	133,800.
- <u>New 3-stop elevator.</u>	<u>Allowance =</u>	<u>200,000.</u>
		986,300.
<u>Contingency (10%)</u>		<u>98,600.</u>
Total Prisoner Transfer & Holding		\$1,084,900.

### Year 2014 - Building Preparation /

#### Scope:

- Total demolition of interior to create usable shell space.
- Construct new west exit stairway.
- Install windows on the First and Second Levels.
- Upgrade mechanical, electrical and plumbing systems infrastructure including additional HVAC capacity.

#### Probable Construction Cost:

- Demolition	97,840sf @ \$10/sf =	\$ 978,400.
- New exit stairway	1,056sf @ \$200/sf =	211,200.
- New windows (1 <sup>st</sup> Floor)	7,000sf @ \$60/sf =	420,000.
- New windows (2 <sup>nd</sup> Floors)	84 @ \$2000ea =	168,000.
- Existing elevator modifications	3 @ \$10,000ea =	30,000.
- Mechanical/Electrical infrastructure	116,164sf @ \$25/sf =	2,904,100.
- <u>New mechanical room</u>	<u>4,480sf @ \$50/sf =</u>	<u>224,000.</u>
		4,935,700.
<u>Contingency (10%)</u>		<u>493,600.</u>
Total Building Preparation		\$5,429,300.

## Year 2014 - Initial Tenant Fit Out /

### Scope:

- Construct tenant spaces for Adult Probation and Child Support on Ground and First Levels.
- Convert existing sally port to Police Evidence Holding.
- Construct Police Evidence Storage on Third Level.
- Defer Sheriff's Morgue.
- Trabert Hall vacated

### Probable Construction Cost:

- Lower Level (Adult Probation)	4,730sf @ \$75/sf =	\$ 354,750.
- Lower Level (Police Evidence)	2,000sf @ \$20/sf =	40,000.
- 1 <sup>st</sup> Level	30,040sf @ \$75/sf =	2,253,000.
- 3 <sup>rd</sup> Level	19,000sf @ \$20/sf =	380,000.
		<u>3,027,750.</u>
<u>Contingency (10%)</u>		<u>302,800.</u>
Total Tenant Fit Out		\$3,330,550.

---

### Year 2014 Total Probable Construction Cost

Prisoner Transfer & Holding	\$1,084,900.
Building Preparation	\$5,429,300.
Tenant Fit Out	<u>\$3,330,550.</u>
	<b>\$9,844,750.</b>

### Year 2016 - County Attorney Relocation /

Scope:

- Relocate the County Attorney's office from the Fourth Level of JLEC to the Second Level.
- Construct new Secure Skywalk Link, Jury Lounge and connecting corridors.

Probable Construction Cost:

- 2 <sup>nd</sup> Level	29,520sf @ \$75/sf =	\$2,214,000.	
- 2 <sup>nd</sup> Level JLEC Hallway	960sf @ \$75/sf =	72,000.	
- 2 <sup>nd</sup> Level Skywalk Link	Allowance =	500,000.	
		<u>2,786,000.</u>	
		<u>Contingency (10%)</u>	<u>278,600.</u>
		Total County Attorney Relocation & Skywalk Link	\$3,064,600.

### Year 2017 - Juvenile Court Expansion and Juvenile Probation Relocation /

Scope:

- Add a new Juvenile Courtroom and Judge's Chamber on JLEC Fourth Level.
- Relocate the core administrative portion of Juvenile Probation to the JLEC Fourth Level.

Probable Construction Cost:

- 4 <sup>th</sup> Level JLEC demolition	12,345sf @ \$5/sf =	\$ 61,700.	
- 4 <sup>th</sup> Level JLEC tenant finish (office)	5,300sf @ \$75/sf =	397,500.	
- 4 <sup>th</sup> Level JLEC tenant finish (court)	3,600sf @ \$100/sf =	360,000.	
		<u>819,200.</u>	
		<u>Contingency (10%)</u>	<u>81,900.</u>
		Total Juvenile Court & Juvenile Probation	\$901,100.

### Year 2018 - Community Mental Health Crisis Center Relocation /

Scope:

- Relocate the Community Mental Health Crisis Center from 2200 St. Mary's Avenue to the 825 "J" Street (Benesch) building.

Probable Construction Cost:

- Demolition (office)	22,000sf @ \$5/sf =	\$ 110,000.	
- Demolition (metal building)	2,500sf @ \$10/sf =	25,000.	
- Tenant finish	17,000sf @ \$100/sf =	1,700,000.	
		<u>1,835,000.</u>	
		<u>Contingency (10%)</u>	<u>183,500.</u>
		Total Community Mental Health Crisis Center	\$2,018,500.

### Year 2021- Clerk of the District Court Relocation /

Scope:

- Relocate the Clerk of the District Court office from JLEC Third Level to the Second Level.

Probable Construction Cost:

- 2 <sup>nd</sup> Level	6600sf @ \$75/sf =	\$ 660,000.
<u>Contingency (10%)</u>		<u>66,000.</u>
Total Clerk of the District Court		\$ 726,000.

### Year 2022 - County Court and District Court Expansion /

Scope:

- Add a new County Courtroom, Judge's Chamber and Jury Room on Second Level.
- Add a new District Courtroom, Judge's Chamber and Jury Room on JLEC Third Level.

Probable Construction Cost:

- 2 <sup>nd</sup> Level tenant finish	3,460sf @ \$100/sf =	\$ 346,000.
- 3 <sup>rd</sup> Level JLEC demolition	4,800sf @ \$5/sf =	24,000.
- 3 <sup>rd</sup> Level JLEC tenant finish	4,800sf @ \$100/sf =	480,000.
		850,000.
<u>Contingency (10%)</u>		<u>85,000.</u>
Total County Court and District Court		\$ 935,000.

### Year 2027 - Juvenile Court Expansion /

Scope:

- Add a new Juvenile Courtroom and Judge's Chamber on JLEC 4<sup>th</sup> Level.

Probable Construction Cost:

- 4 <sup>th</sup> Level tenant finish	3,500sf @ \$100/sf =	\$ 350,000.
<u>Contingency (10%)</u>		<u>35,000.</u>
		\$ 385,000.

### Year 2032 - County Court Expansion /

Scope:

- Add a new County Courtroom, Judge's Chamber and Jury Room on 2<sup>nd</sup> Level.

Probable Construction Cost:

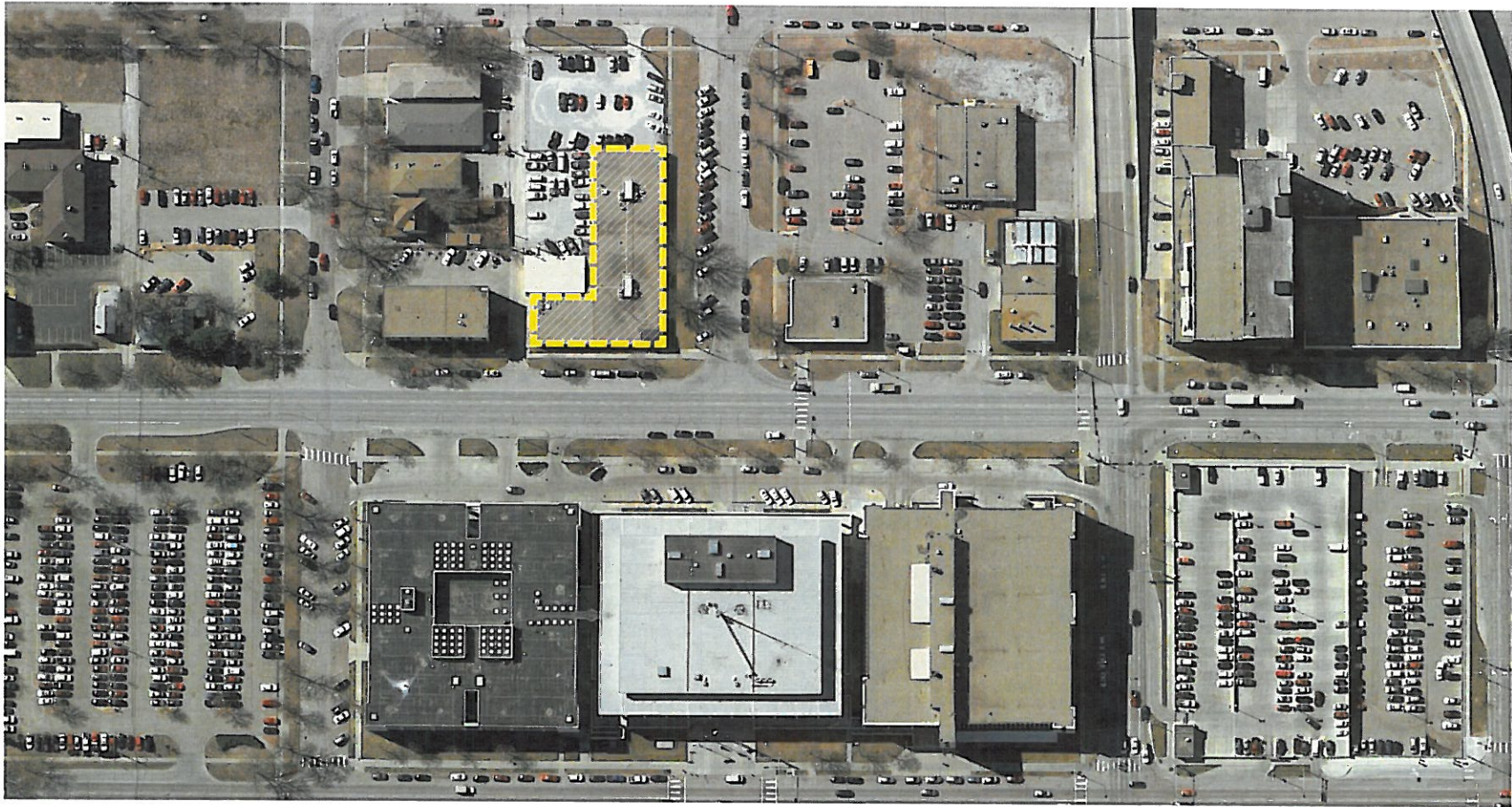
- 2 <sup>nd</sup> Level tenant finish	2,630sf @ \$100/sf =	\$ 263,000.
<u>Contingency (10%)</u>		<u>26,300.</u>
Total County Court		\$ 289,300.

---

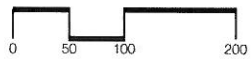
Year 2015 – 2032 Probable Construction Cost \$ 8,319,500



# Community Mental Health - Crisis Center



2013 OCTOBER 17





# Ground Level

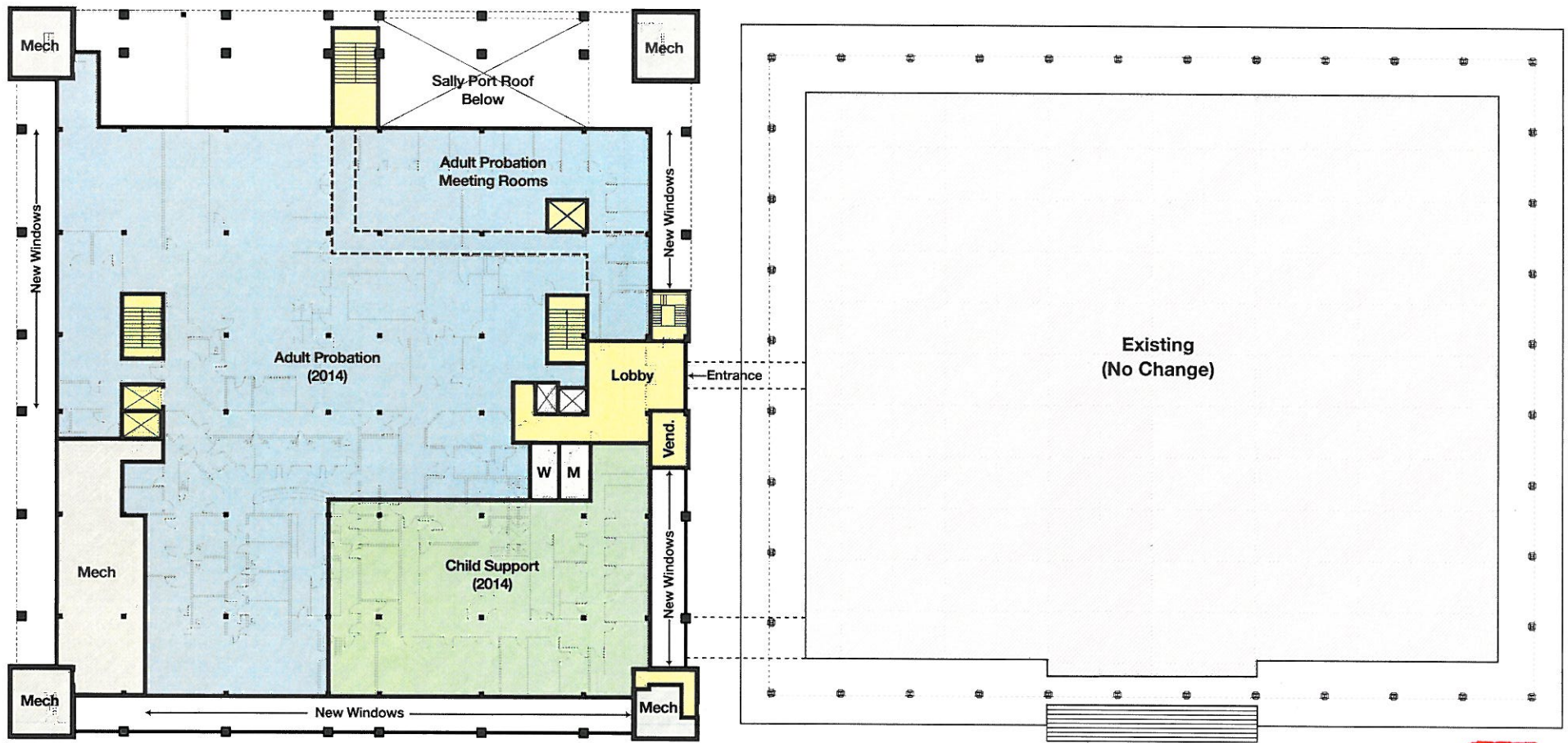


2013 OCTOBER 17





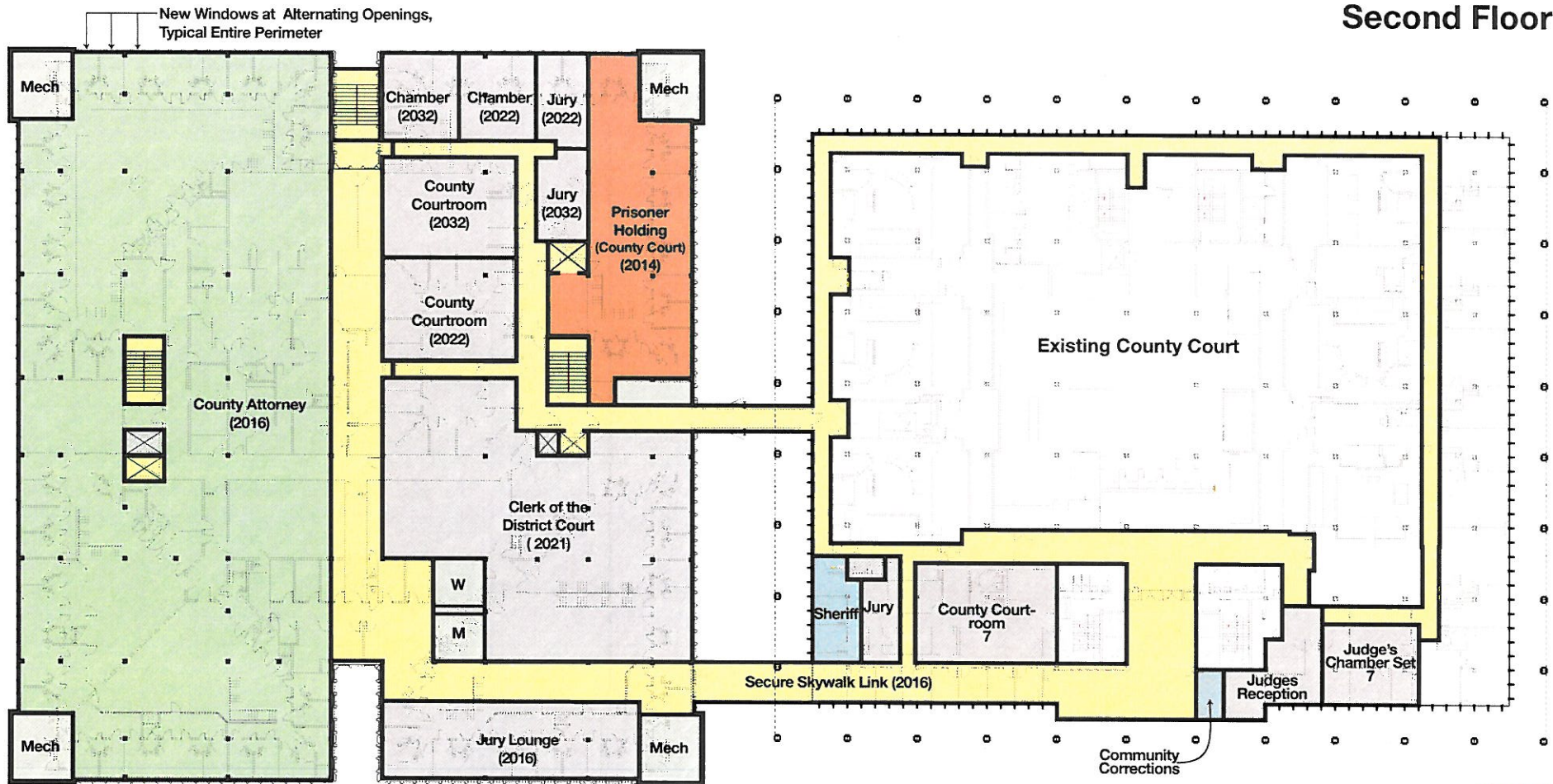
# First Floor



2013 OCTOBER 17



## Second Floor



2013 OCTOBER 17





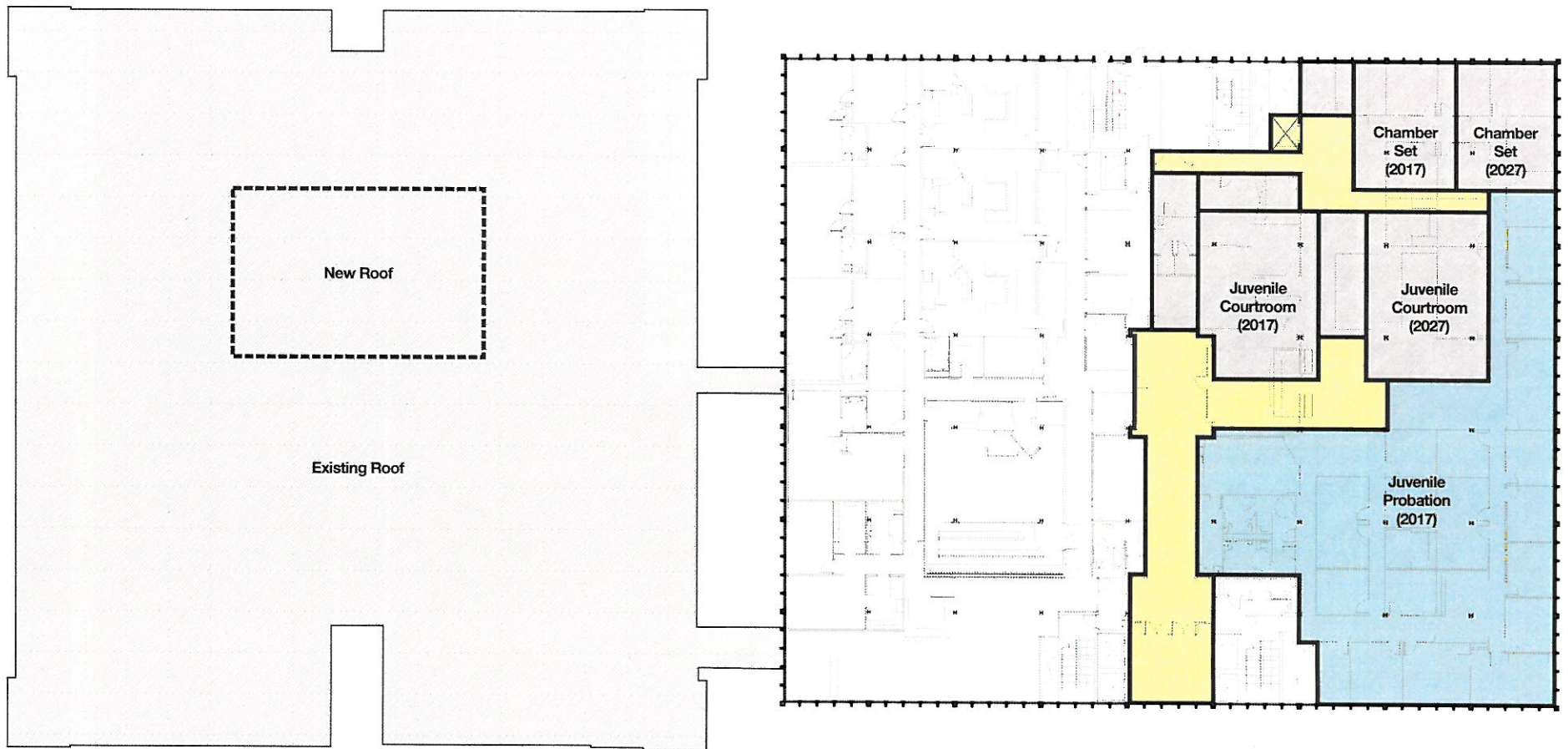
### Third Floor



2013 OCTOBER 17



**Fourth Floor**



2013 OCTOBER 17



**SUPREME COURT OF NEBRASKA****ADMINISTRATIVE OFFICE  
OF THE COURTS & PROBATION**

**Janice K. Walker**  
*State Court Administrator*

**Ellen Fabian Brokofsky**  
*State Probation Administrator*

October 10, 2013

RE: Implementation of LB 561

Dear Judges:

We must inform you of a situation that has developed during the implementation of LB 561. Pursuant to section 55 of LB 561, now codified in Neb. Rev. Stat. § 43-4102(4)(a) and (b), the Office of Probation Administration is obligated to pay detention costs in the following situations: 1) when a juvenile is placed in detention as the result of an alleged violation of probation and 2) when a juvenile is placed in post-disposition detention under the supervision of the Office of Probation Administration while awaiting placement.

To effectuate this change in law, the Office of Probation Administration and Lancaster County have been engaged in contract negotiations to facilitate payment for county detention services. It appears that Lancaster County is representing other counties in negotiating the terms of this agreement. At this point, Lancaster County is demanding that the Office of Probation Administration pay a daily rate for detention plus any medical and transportation expenses.

This letter is to inform Nebraska judges that it is the position of the Administrative Office of the Courts and Probation that Probation's statutory detention obligations do not include extra expenses for medical and transportation costs. We have no intention of paying for costs beyond what is included in the daily rate.

When the Office of Juvenile Services was paying detention costs prior to the implementation of LB 561, the youth were wards of the state and thus automatically Medicaid eligible. Even though federal law prohibits access to Medicaid dollars while in a correctional facility, the youth could be quickly discharged from detention in the case of a catastrophic injury or illness in order for Medicaid to be available. However, wards of the state are no longer automatically Medicaid eligible and youth under the supervision of the Office of Probation Administration are not wards of the state. The care and custody of such juveniles remains the responsibility of the parents or the county if the parents cannot pay. Like adults residing in the county jails, the juveniles are ultimately the responsibility of the county that placed them in detention.



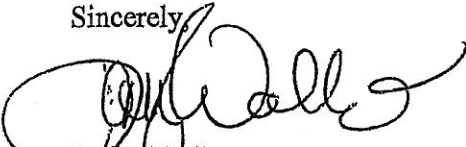
Nebraska Judges  
October 10, 2013  
Page 2

The detention centers have raised the daily rates anywhere from \$40 to \$80 over the rate paid by the Office of Juvenile Services prior to the implementation of LB 561. This may be in response to decreasing detention populations under the Juvenile Detention Alternatives Initiative or it may be in anticipation of shorter stays in detention for youth who would have been committed to the Office of Juvenile Services for evaluation prior to implementation of LB 561. Nonetheless, the Office of Probation Administration is willing to pay the increased rates and has even offered to pay a higher daily rate in the interest of resolving this dispute. However, we will not agree to pay for the medical expenses or transportation of juveniles in the detention centers. Such expenses are the responsibility of the parents or the county if the parents cannot pay.

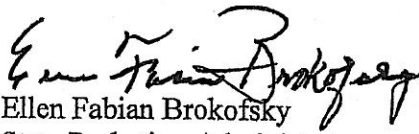
Lancaster County has indicated they may not be able to accept additional youth at their detention center pending resolution of this issue. In light of this development, the Office of Probation Administration is exploring other options for placement of youth who require secure confinement. In order to provide for the best interests of the juveniles and to comply with court orders, the Office of Probation Administration may need to contract with entities other than the county detention centers to address the needs of such youth.

If you have any questions or concerns, please contact one of us directly.

Sincerely,

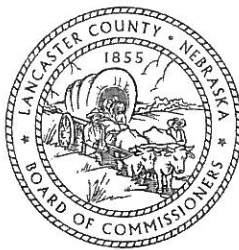


Janice Walker  
State Court Administrator



Ellen Fabian Brokofsky  
State Probation Administrator

JW/EFB/SC/lkz



## LANCASTER COUNTY BOARD OF COMMISSIONERS

Roma Amundson    Larry Hudkins    Deb Schorr    Brent Smoyer    Jane Raybould  
Kerry Eagan, *Chief Administrative Officer*    Gwen Thorpe, *Deputy Administrative Officer*

Amanda Tyerman-Harper  
Region V Systems  
1645 N Street  
Lincoln, NE 68508

October 17, 2013

Re: PATH Grant

Dear Ms. Tyerman-Harper,

The Lancaster County Board of Commissioners has decided that the County, through Community Corrections, will not continue the application process for the PATH Grant. We understand Lutheran Family Services has applied for the grant and we strongly support their application.

The PATH Grant is an integral part of the mental health services provided in this community. This is a valuable program for the County, with the program's services focused on dealing appropriately with vulnerable people. These grant funds are helpful in the effort to keep this population out of the Crisis Center and the Lancaster County Adult Detention Facility.

Lancaster County is confident Lutheran Family Services is well positioned, based on the services they provide, to meet the goals of the PATH grant and be proactive in community efforts to end homelessness. We appreciate your strong consideration of their application.

Sincerely,

Larry Hudkins, Chair

C:    Kerry Eagan, Chief Administrative Officer  
      Gwen Thorpe, Deputy Chief Administrative Officer  
      Todd Reckling, Lutheran Family Services