

**STAFF MEETING MINUTES  
LANCASTER COUNTY BOARD OF COMMISSIONERS  
COUNTY-CITY BUILDING  
ROOM 113 - BILL LUXFORD STUDIO  
THURSDAY, AUGUST 6, 2015  
8:30 A.M.**

Commissioners Present: Roma Amundson, Chair  
Larry Hudkins, Vice Chair  
Deb Schorr  
Bill Avery  
Todd Wiltgen

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 August 5, 2015.*

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:34 a.m.

**AGENDA ITEM**

**1 APPROVAL OF MINUTES OF THE JULY 30, 2015 STAFF MEETING**

**MOTION:** Hudkins moved and Avery seconded approval of the minutes of the July 30, 2015 Staff Meeting. Avery, Hudkins, Schorr, Wiltgen and Amundson voted aye. Motion carried 5-0.

**2 ADDITIONS TO THE AGENDA**

A. Proposed Interlocal Agreement Regarding Railroad Transportation Safety District (RTSD) Funding (Exhibit A)

**MOTION:** Hudkins moved and Schorr seconded approval of the addition to the agenda. Hudkins, Schorr, Wiltgen, Avery and Amundson voted aye. Motion carried 5-0.

**3 INSURANCE RENEWAL PROCESS** - Sue Eckley, County Risk Manager; Kari Wiegert, Risk Management Specialist

Sue Eckley, County Risk Manager, said the County has a long-term disability plan with The Hartford, explaining the County decided in 2003, as a result of labor negotiations on injury leave under workers' compensation, to purchase the policy on employees. The County pays the full premium. She said the County currently has nine open claims with The Hartford and the insurance company has outstanding reserves in the amount of \$397,000 on those claims. Eckley said she marketed for the coverage this year and received several bids for the coverage (see Exhibit B). She said the County had been paying \$0.39 per \$100 of payroll for the coverage and said The Hartford's renewal quote was \$0.32 per \$100 of payroll with a two year rate guarantee. **NOTE:** The County paid The Hartford \$168,102 in premiums for the fiscal year ending June 30, 2015 and would have saved over \$30,000 if the premium had been the \$0.32 per \$100 of payroll rate. Eckley said UNUM Insurance also submitted a viable quote but there are some areas of coverage that aren't as good as the coverage through The Hartford.

Wiltgen inquired whether transition would be difficult if the County were to change plans. Eckley said it is her understanding there can't be significant changes to the provisions of the policy unless it is negotiated with the unions. In the event the County did switch insurance coverage, The Hartford would retain the claims it has and the new company would pick up any claims after the effective date.

**MOTION:** Hudkins moved and Schorr seconded to authorize renewal of the contract with The Hartford for long-term disability coverage. Schorr, Wiltgen, Avery, Hudkins and Amundson voted aye. Motion carried 5-0.

Eckley also presented information on other insurance policies, noting those renewals will take place on September 30, 2015 (Exhibit C).

**ADDITIONS TO THE AGENDA**

- A. Proposed Interlocal Agreement Regarding Railroad Transportation Safety District (RTSD) Funding (Exhibit A)

It was noted the Chair and Vice Chair are scheduled to meet with the Mayor later in the morning to discuss the proposed interlocal agreement. Hudkins felt Pam Dingman, County Engineer, should have been invited to the meeting, stating it is his understanding that Roger Figard, City Engineer and the RTSD Administrator; and Miki Esposito, City Public Works & Utilities Director, will be present. It was also suggested that Brittany Behrens, Deputy County Attorney, be present.

**4 FINAL BOARD OF EQUALIZATION (BOE) PROCESS** - Dan Nolte, County Clerk; Cori Beattie, Deputy County Clerk

Cori Beattie, Deputy County Clerk, said the County Clerk's Office has received inquiries about whether property owners will be allowed to present testimony at the 1:00 p.m. Board of Equalization (BOE) Meeting when final action will be taken on real property valuation protests for 2015.

There was general consensus to allow testimony but to limit each person testifying to three minutes.

Wiltgen asked when the letters notifying property owners of the referees' recommendations were mailed out. Beattie said the County Clerk's Office mailed the letters as soon as it received the referee recommendations. She added mail service has been problematic but that is out of their control. Hudkins said he has had constituents complain that there was a short time frame between the time they received the referee letter and the deadline to submit new information. He said he also received complaints that the letters did not provide information on the reasoning for the recommendations. Hudkins added he received several positive comments regarding the assistance the County Clerk's Office provided to property owners.

Beattie also asked the Board whether it wished to televise the BOE meeting. Schorr noted there would be an additional cost to the County (estimated at \$50 to \$70 per hour). Hudkins thought people would be apt to speak more freely if the meeting wasn't televised. It was noted there would be an audio recording of the meeting. Avery disagreed and said he believes televising the meeting would be in the public interest. Amundson and Wiltgen concurred with Avery.

**MOTION:** Avery moved and Wiltgen seconded to televise the Board of Equalization proceedings in its entirety. Wiltgen, Avery, Hudkins and Amundson voted aye. Schorr voted nay. Motion carried 4-1.

Hudkins said several constituents have indicated that comparable properties were mentioned during their referee hearings but they did not receive a copy of what comparables were used. Rob Ogden, Chief Field Deputy Assessor/Register of Deeds, appeared and said comparables are available for residential improved properties or agricultural improved properties. He said copies of the comparables were supplied in referee packets and may also be viewed on the Assessor's webpage: <http://lancaster.ne.gov/assessor/index.htm>. Ogden explained there are no comparables shown for vacant, commercial or agricultural land. Property owners can request a record from the Assessor's Office for vacant land or use the property transfer

search mechanism on the Assessor's webpage to view sales and area patterns. He said the comparable sales used for agricultural land are dictated by the Nebraska Department of Revenue's Property Tax Division. Ogden said all of the sales within Lancaster County are influenced sales which he said pushes the value up. He said the record is available on the Tax Equalization and Review Commission (TERC) statewide equalization website: <http://www.terc.ne.gov>. The Assessor's Office can also supply a spreadsheet to property owners, if requested.

In response to a question from Amundson, Ogden said the Assessor's Office uses comparables that go back 18-24 months. He said the value is based on however the property existed as of January 1<sup>st</sup>. Beattie added that historically appraisals done within the last 12 months carry significant weight.

**5 A) CONTRACT APPROVAL PROCESS AND B) INTERPRETER CONTRACTS** - Bob Walla, Assistant Purchasing Agent; Brittany Behrens, Deputy County Attorney

**A) Contract Approval Process**

Bob Walla, Assistant Purchasing Agent, gave an overview of the contract approval process. He noted the Board established a policy in 2010 that any contracts or orders which exceed \$20,000 must be scheduled on the County Board of Commissioners Meeting agenda for approval of a recommendation for award of bid prior to a contract being drafted and sent to the vendor for signature, bonding and insurance. That gives the Board and public an opportunity to ask questions or revisit the bid process before the County moves forward with a contract. If there are questions, the recommendation can be held and the County has no obligation to the vendor. If the recommendation is approved, and following execution by the vendor, the contract is placed on the Board's agenda for execution by the Board. Walla noted recently there has been additional discussion at meetings after an award has been made and the contract has been executed by a vendor. He expressed concern that if the Board decides not to execute a contract at that stage it could compromise the bid/contract process. Brittany Behrens, Deputy County Attorney, explained the County could have liability if the vendor incurs costs as a result of relying on an award of bid and then the Board decides not to proceed with a contract. Walla added that asking questions at the second stage of the process is also confusing for departments who are expected to come to meetings to answer questions on contracts that relate to their departments.

Walla presented a revised agenda item request form that he felt might better clarify what type of action is requested (Exhibit D).

There was consensus to indicate on the agenda the date a bid was awarded when a contract is scheduled for execution.

## **B) Interpreter Contracts**

Walla cited the need to develop a Limited English Proficiency Plan in accordance with Title VI non-discrimination laws and said during that process they found departments were being charged various rates for interpreter services. The Purchasing Department decided to issue a request for proposal (RFP) with the intent of developing a database of companies that provide the service as well as private interpreters (contracted vendors). He said seven companies and four private individuals submitted proposals. Walla noted some departments, such as the Public Defender's Office, indicated they want to be able to continue to use the interpreters they are currently utilizing. He said he consulted the County Attorney's Office about classifying it a professional service so they can contract with interpreters. Behrens said the biggest issue is the County's insurance requirements. She said it is sometimes difficult to procure the necessary coverage and said individuals who are sole practitioners are not legally required to carry workers' compensation insurance. Behrens noted the Board has agreed to waive the insurance requirement for some professional services contracts and has remained firm in other situations, sometimes compensating the contractor for the cost of the insurance. She felt potential liability is minimal in this situation, noting some of the services will be provided telephonically.

In response to a question from Hudkins, Behrens said requiring the insurance will afford the County more protection.

Amundson noted the State or Lincoln Public Schools (LPS) likely have similar issues and asked whether it would be possible to enter into interlocal agreements and utilize their resources. Walla said the City and County currently utilize the same company the State uses and explained individual interpreters are more of an issue.

Wiltgen asked if the insurance would cover poor service. Behrens did not believe errors and omissions coverage was available, rather the contractor would be covered by a general liability policy.

Amundson asked whether it would be able to continue status quo. Behrens said contracts are preferable.

There was consensus to schedule further discussion of the issue with Joe Nigro, Public Defender, whose office relies heavily on interpreter services, on the August 13<sup>th</sup> County Board Staff Meeting agenda.

## **6 OVERTIME CONTRACT WITH UNIVERSITY OF NEBRASKA POLICE**

- Terry Wagner, County Sheriff; Jeff Bliemeister, Chief Deputy Sheriff

Jeff Bliemeister, Chief Deputy Sheriff, said a contract will be coming forward with the University of Nebraska for the Sheriff's Office to provide policing services at various events like sporting events. He said the contract will increase expenditures and revenues in the Sheriff's budget but will be revenue neutral.

## **7 CONSENT ITEMS**

There were no consent items.

## **RETURNING TO ITEM 2A**

Schorr noted there are two references in the proposed agreement that refer to a 33<sup>rd</sup> Street Burlington Northern/Santa Fe (BNSF) railroad crossing and said the entire project is broader in scope. She said there is only reference to that project and the South Beltway and pointed out RTSD funds are used to fund a number of other projects as well. Schorr suggested it be worded to include "other projects across the County including quiet zones and other projects necessary for public safety and to reduce exposure." Wiltgen noted the City is now referring to the 33<sup>rd</sup> Street project as the "North Cornhusker Interchange." Hudkins remarked the County Board has not been fully apprised of what that project entails. He also expressed concern regarding the timing for levy increases.

Behrens said she hasn't had a chance to review the proposed agreement but has several concerns. Wiltgen said he would also like Behrens to provide an interpretation of "cause of action."

Eagan suggested the Board inform the Mayor the proposed agreement is under legal review.

## **8 ADMINISTRATIVE OFFICER REPORT**

- A. Request for Feedback on 2011 Neb. Laws Legislative Bill (LB) 397 (Commission of Industrial Relations (CIR) Reform) Under Legislative Resolution (LR) 228

Eagan said he will work with Human Resources, the County Attorney's Office and some of the individual County departments that are involved in the negotiations to prepare feedback.

B. Request for Meeting from Corey Steel, Nebraska State Court Administrator, Regarding Juvenile Probation Detention Services

There was consensus to schedule discussion with Steel on a County Board Staff Meeting agenda.

C. County Real Property Inventory

**MOTION:** Hudkins moved and Schorr seconded to have staff explore securing an intern who could review the County real property inventory and other projects identified by the County Board. Avery, Hudkins, Schorr, Wiltgen and Amundson voted aye. Motion carried 5-0.

D. Letter to Mayor Regarding North 84<sup>th</sup> Street and Havelock Avenue Intersection

Eagan agreed to update a draft letter.

The Chair exited the meeting at 10:21 a.m. and the Vice Chair assumed direction of the meeting.

E. Access to County Property in Day Commercial Park (Waverly)

Hudkins said the County's tenant can't access the property. He said an easement was created between Tractor Supply Company and Tecumseh Poultry in Day Commercial Park when the County acquired the property for the East Beltway interchange. It is not a usable parcel due to a large drainage ditch and fence. Watts Electric Company, the property owner on the east side has constructed a fence and gate.

The Chair returned to the meeting at 10:25 a.m. and resumed direction of the meeting.

Hudkins said Watts Electric has indicated a willingness to grant a year-by-year easement to the County but is reluctant to grant a permanent easement.

**MOTION:** Hudkins moved and Wiltgen seconded to ask Kerry Eagan, Chief Administrative Officer; Don Killeen, County Property Manager; and the County Attorney's Office to work out an easement arrangement with Watts Electric Company. Hudkins, Schorr, Wiltgen, Avery and Amundson voted aye. Motion carried 5-0.

**9 PENDING**

There were no pending items.

**10 DISCUSSION OF BOARD MEMBER MEETINGS**

A. Air Pollution Control Advisory Board - Avery

Avery said they received an Air Quality Report and an update on new Environmental Protection Agency (EPA) regulations on carbon dioxide emissions. They also discussed ozone data collection.

B. Chamber Coffee - Amundson

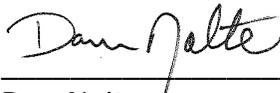
Amundson said they received an update on the State Games of America event. She also reported that Hank Bounds, University of Nebraska President, discussed his vision for the University.

**11 EMERGENCY ITEMS AND OTHER BUSINESS**

There were no emergency items or other business.

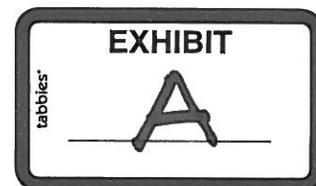
**12 ADJOURNMENT**

**MOTION:** Schorr moved and Hudkins seconded to adjourn the meeting at 10:35 a.m. Schorr, Wiltgen, Avery, Hudkins and Amundson voted aye. Motion carried 5-0.



Dan Nolte  
Lancaster County Clerk





**INTERLOCAL AGREEMENT  
REGARDING  
RAILROAD TRANSPORTATION SAFETY DISTRICT  
FUNDING**

This Agreement (hereinafter the “**Agreement**”), is entered into as of August \_\_\_\_, 2015, among the City of Lincoln, Nebraska (hereinafter the “**City**”), the County of Lancaster, Nebraska (hereinafter the “**County**”), and the Lincoln-Lancaster County Railroad Transportation Safety District (hereinafter the “**RTSD**”) (hereinafter collectively, “the **Participants**”), pursuant to the Nebraska Interlocal Act (hereinafter the “**Act**”).

**RECITALS**

WHEREAS, the City is duly organized and validly existing as a city of the primary class and political subdivision of the State pursuant to Neb. Rev. Stat. Chapter 15 and its home rule charter; and

WHEREAS, the County is a body politic organized and existing under the laws of the State of Nebraska; and

WHEREAS, the RTSD is a duly formed and existing railroad transportation safety district of the State pursuant to Neb. Rev. Stat. §§ 74-1301, *et seq.*, which was formed by the County and the City for the purpose of improving the safety of the traveling public with respect to railroads and railroad crossings by the elimination of grade crossings and the construction of railroad bridges, viaducts, and subways over or under railroad tracks; and

WHEREAS, the County and City have desired to build, with the assistance of the State, a new beltway within the County and south of the City (hereinafter the “**South Beltway**”) to improve highway safety, facilitate the movement of traffic around and through the City, and lessen congestion on existing highways and roads in the City and County; and

WHEREAS, the route of the proposed South Beltway will cross at least two different railroad lines, requiring construction of bridges or other means to avoid the dangers

associated with at-grade railroad crossings, and the costs or construction thereof will constitute a major element of the Local Portion of costs of the South Beltway; and

WHEREAS, the RTSD has committed itself to completing and has already invested in engineering planning for a major project at 33<sup>rd</sup> Street BNSF railroad crossing; and

WHEREAS, the Participants have determined that to achieve the objectives set forth above, it is necessary, desirable, prudent, and in the best interests of the Participants to ensure certain and predictable funding to complete the projects in a reasonable, efficient, and economical manner.

WHEREAS, the RTSD's tax levy is statutorily limited to two and six-tenths cents on each one hundred dollars upon the taxable value of all taxable property in the county, and must be authorized by the County Board of Supervisors according to Neb. Rev. Stat. §§ 74-1306, 77-3442, and 74-3443.

**NOW, THEREFORE**, the City, County, and RTSD hereby agree as follows:

#### **ARTICLE I**

##### **OBLIGATIONS OF THE RTSD**

The RTSD shall forward to the County Board of Commissioners annual levy requests sufficient to provide the necessary funding to complete the South Beltway railroad bridges project by the end of the 2019-2020 fiscal year and the 33<sup>rd</sup> Street and BNSF railroad crossing project by the end of the 2025-2026 fiscal year as referenced in the RTSD's twelve year Capital Improvement Plan which is attached as Attachment A and is incorporated by reference herein.

#### **ARTICLE II**

##### **OBLIGATIONS OF THE COUNTY**

A) **Tax levy authorization for FY 2015-16.** For the fiscal year 2015-2016, the County Board of Commissioners shall authorize the RTSD to levy a tax sufficient to produce the amount of funds requested by the RTSD, however, if the amount of funds requested by the RTSD would require a levy exceeding one and six-tenths

cents, the Board of Commissioners may use its discretion to authorize a levy for that fiscal year of not less than one and six-tenths cents and not more than the two and six-tenths cents.

**B) Tax levy authorization for FY 2016-17.** For the fiscal year 2016-2017, the County Board of Commissioners shall authorize the RTSD to levy a tax sufficient to produce the amount of funds requested by the RTSD; however, if the amount of funds requested by the RTSD would require a levy exceeding one and nine-tenths cents, the Board of Commissioners may use its discretion to authorize a levy for that fiscal year of not less than one and nine-tenths cents and not more than the two and six-tenths cents.

**C) Tax levy authorization for FY 2017-18.** For the fiscal year 2017-2018, the County Board of Commissioners shall authorize the RTSD to levy a tax sufficient to produce the amount of funds requested by the RTSD; however, if the amount of funds requested by the RTSD would require a levy exceeding two and three-tenths cents, the Board of Commissioners may use its discretion to authorize a levy for that fiscal year of not less than two and three-tenths cents and not more than the two and six-tenths cents.

**D) Tax levy authorization for FYs 2018-19 through 2025-26.** For the fiscal years 2018-2019 through 2025-2026, the County Board of Commissioners shall authorize the RTSD to levy a tax sufficient to produce the amount of funds requested by the RTSD, but not greater than two and six-tenths cents on each one hundred dollars upon the taxable value of all taxable property in the county.

### **ARTICLE III**

#### **OBLIGATIONS OF THE CITY**

The City shall appropriate or otherwise provide sufficient funding to meet the required local contribution portion of the South Beltway project required by the State Department of Roads when combined with the funding provided by the RTSD for the South Beltway railroad bridge projects.

ARTICLE IX

This Agreement shall be effective upon approval by the Lancaster County Board of Commissioners, the Lincoln-Lancaster County Railroad Transportation Safety District Board of Directors, and the Lincoln City Council.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

EXECUTED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
Roma Amundson, Chair

APPROVED AS TO FORM  
& LEGALITY

\_\_\_\_\_  
Lancaster County Attorney

EXECUTED BY THE CITY OF LINCOLN this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

APPROVED AS TO FORM  
& LEGALITY

\_\_\_\_\_  
City Attorney

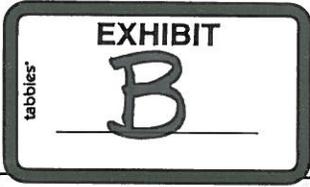
EXECUTED BY THE LINCOLN-LANCASTER COUNTY RAILROAD  
TRANSPORTATION DISTRICT this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
& LEGALITY

\_\_\_\_\_

Legal Counsel, Lincoln-Lancaster County  
Railroad Transportation District



Long Term Disability	INFORCE PLAN Hartford	RENEWAL 9-1-2015 Hartford	UNUM	Aetna
<b>BENEFIT COMPARISON</b>				
Definition of Income	Earnings on the date of disability excluding commissions, bonuses, overtime pay and ER contribution to a retirement plan or deferred compensation plan.	Earnings on the date of disability excluding commissions, bonuses, overtime pay and ER contribution to a retirement plan or deferred compensation plan.	Earnings on the date of disability excluding commissions, bonuses, overtime pay and ER contribution to a retirement plan or deferred compensation plan.	Earnings on the date of disability excluding commissions, bonuses, overtime pay and ER contribution to a retirement plan or deferred compensation plan.
Disability Definition	<ul style="list-style-type: none"> <li>continuously unable to perform the Material and Substantial Duties of Your Regular Occupation; and</li> <li>not Gainfully Employed</li> </ul>	<ul style="list-style-type: none"> <li>continuously unable to perform the Material and Substantial Duties of Your Regular Occupation; and</li> <li>not Gainfully Employed</li> </ul>	<ul style="list-style-type: none"> <li>unable to perform the material and substantial duties of his or her regular occupation and is not working in his or her regular occupation or any other occupation; or</li> <li>unable to perform one or more of the material and substantial duties of his or her regular occupation, and the employee has a 20% or more loss in his or her indexed monthly earnings while working in his or her regular occupation or in any occupation and</li> <li>under the regular care of a physician</li> </ul>	<ul style="list-style-type: none"> <li>an individual is unable to perform the material duties of his own occupation;</li> <li>or while unable to perform the material duties of his own occupation, is performing at least one of the material duties of any occupation on a part-time or full-time basis and has lost at least 20% of his indexed pre-disability earning due to a disabling condition.</li> </ul>
Loss of Earnings Qualifier for "Gainful Employment"	80%	80%	80%	80% / 60% (After Own Occ Period)
Residual Disability?	Yes	Yes	Yes	Yes
Own Occupation Period	1 Year	1 Year	1 Year	1 Year
Elimination Period				
For Standard LTD	60 Days*	60 Days*	60 Days*	60 Days
For Catastrophic Disability Benefit	180 Days*	180 Days*	60 Days*	60 Days
For Disability--Pre-existing condition	90 Days*	90 Days*	90 Days*	N/A
	* Elimination period is the later of the Elimination Period illustrated above or the expiration of accumulated sick leave	* Elimination period is the later of the Elimination Period illustrated above or the expiration of accumulated sick leave	* Elimination period is the later of the Elimination Period illustrated above or the expiration of accumulated sick leave	N/A
Benefit % of Income Replacement	60%	60%	60%	60%
Maximum Monthly Benefit				
For Standard LTD	\$6,000	\$6,000	\$6,000	\$6,000
For Catastrophic Benefit	10% of monthly earnings up to \$5,000	10% of monthly earnings up to \$5,000	10% of monthly earnings up to \$5,000	N/A
For Pre-Existing Conditions	\$1,000	\$1,000	\$1,000	N/A
Maximum Benefit Period				
Age on Date Disability Commences			To Age 65 / Reducing Benefit Duration (ADEA I)	To Age 65 Reducing Benefit Duration
Age 61 or younger	To Age 65	To Age 65	< 60 = To Age 65, but no < 5 years Age 60 = 60 Months Age 61 = 48 Months	
Age 62	42 Months	42 Months	42 Months	
Age 63	36 Months	36 Months	36 Months	
Age 64	30 Month	30 Month	30 Months	
Age 65	24 Months	24 Months	24 Months	
Age 66	21 Months	21 Months	21 Months	
Age 67	18 Months	18 Months	18 Months	
Age 68	15 Months	15 Months	15 Months	
Age 69 or older	12 Months	12 Months	12 Months	
Catastrophic Disability	12 Months	12 Months	12 Months	
Maximum Benefit Period (Pre-Existing Conditions)			Same as any other disability	To Age 65 Reducing Benefit Duration
Age on Date Disability Commences				
Age 63 or younger	24 Months	24 Months	24 Months	
Age 64 or older	12 Months	12 Months	12 Months	

Lancaster County  
Proposed Effective Date:  
Date Prepared:

9/1/2015  
7/14/2015

Long Term Disability	INFORCE PLAN Hartford	RENEWAL 9-1-2015 Hartford	UNUM	Aetna
<b>BENEFIT COMPARISON</b>				
Pre-Existing Condition Limitation				
Lookback period	12 Months	12 Months	12 Months	12 Months
Treatment-free period	12 Months	12 Months	12 Months	N/A
Insured Period	12 Months	12 Months	12 Months	12 Months
% of Premium Paid by Employer	100%	100%	100%	100%
Waiver of Premium	Yes	Yes	Yes	Yes
Work Incentive Benefit (WIB)	24 Months	24 Months	24 Months	24 Months
Work Earnings offset after WIB	50%	50%	50%	50%
Recurrent Disability	Disability that recurs due to same or related causes 6 or more months after end of prior disability will be treated as a new disability	Disability that recurs due to same or related causes 6 or more months after end of prior disability will be treated as a new disability	6 Months	Not Specified
Exclusions:	<ul style="list-style-type: none"> <li>declared or undeclared war or an act of either;</li> <li>attempted suicide, while sane or insane, or intentional self-inflicted Injury or Sickness;</li> <li>commission of or attempt to commit an act which is a felony in the jurisdiction in which the act occurred;</li> <li>Disability beyond 24 months after the Elimination Period if it is due to a Mental Disorder of any type. Confinement in a Hospital or institution licensed to provide care and treatment for mental illness will not be counted as part of the 24-month limit</li> </ul>	<ul style="list-style-type: none"> <li>declared or undeclared war or an act of either;</li> <li>attempted suicide, while sane or insane, or intentional self-inflicted Injury or Sickness;</li> <li>commission of or attempt to commit an act which is a felony in the jurisdiction in which the act occurred;</li> <li>Disability beyond 24 months after the Elimination Period if it is due to a Mental Disorder of any type. Confinement in a Hospital or institution licensed to provide care and treatment for mental illness will not be counted as part of the 24-month limit</li> </ul>	<ul style="list-style-type: none"> <li>Intentionally self-inflicted injuries</li> <li>Active participation in a riot</li> <li>Loss of Professional License, Occupational License or Certification</li> <li>Commission of a crime for which the employee has been convicted</li> <li>War, declared or undeclared, or any act of war</li> <li>Incarceration</li> <li>Disability beyond 24 months after the Elimination Period if it is due to a Mental Disorder of any type. Confinement in a Hospital or institution licensed to provide care and treatment for mental illness will not be counted</li> </ul>	<ul style="list-style-type: none"> <li>Insurrection, riot, civil commotion,</li> <li>intentional self-inflicted injuries,</li> <li>war or act of war,</li> <li>committing or attempting to commit a criminal act,</li> <li>operating motor vehicle while under the influence of; alcohol, intoxicants or illegal drugs,</li> <li>prescription drugs in excess of physician prescribed amounts, or over the counter medications taken in excess of dosage instructions.</li> </ul>
Survivor Benefit	6 months	6 months	6 Months	6 Months
Day Care Benefit	Maximum of \$350/Month	Maximum of \$350/Month	Maximum of \$350/Month	No
Worksite Modification Benefit	Greater of \$1,500 or 2 months of the net LTD benefit	Greater of \$1,500 or 2 months of the net LTD benefit	Greater of: \$1,000 or 2 Months of Benefits	Yes
Vocational Rehabilitation Service	Yes	Yes	Yes	No
Catastrophic Disability Benefit (loss of 2 of 6 Activities of Daily Living)	Yes	Yes	Yes	No
Caregiver Respite Benefit	\$100/Day	\$100/Day	No	No
Caregiver Training Benefit	\$500	\$500	No	No
Emergency Alert System Benefit	Lesser of \$25/month or cost of rental	Lesser of \$25/month or cost of rental	No	No
Presumptive Disability Benefit	Yes	Yes	No	No
	Pays scheduled duration benefit based on loss	Pays scheduled duration benefit based on loss	N/A	

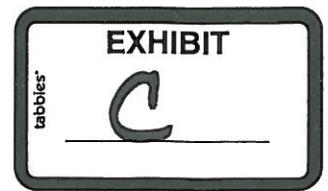
Lancaster County  
Proposed Effective Date:  
Date Prepared:

9/1/2015  
7/14/2015

Long Term Disability	INFORCE PLAN Hartford	RENEWAL 9-1-2015 Hartford	UNUM	Aetna
<b>BENEFIT COMPARISON</b>				
Non-Deductible Income	<ul style="list-style-type: none"> <li>• deferred compensation arrangements such as 401(k), 403(b) or 457 plans;</li> <li>• credit Disability insurance;</li> <li>• pension plans for partners;</li> <li>• military pension and Disability income plans;</li> <li>• franchise Disability income plans;</li> <li>• individual Disability income plans;</li> <li>• a Retirement Plan from another Employer;</li> <li>• profit sharing plans;</li> <li>• thrift or savings plans;</li> <li>• individual retirement account (IRA);</li> <li>• tax sheltered annuity (TSA);</li> <li>• stock ownership plan.</li> </ul>	<ul style="list-style-type: none"> <li>• deferred compensation arrangements such as 401(k), 403(b) or 457 plans;</li> <li>• credit Disability insurance;</li> <li>• pension plans for partners;</li> <li>• military pension and Disability income plans;</li> <li>• franchise Disability income plans;</li> <li>• individual Disability income plans;</li> <li>• a Retirement Plan from another Employer;</li> <li>• profit sharing plans;</li> <li>• thrift or savings plans;</li> <li>• individual retirement account (IRA);</li> <li>• tax sheltered annuity (TSA);</li> <li>• stock ownership plan.</li> </ul>	<ul style="list-style-type: none"> <li>• 401(k) plans</li> <li>• Profit sharing plans</li> <li>• Thrift plans</li> <li>• Tax sheltered annuities</li> <li>• Stock ownership plans</li> <li>• Non-qualified plans or deferred compensation</li> <li>• Pension plans for partners</li> <li>• Military pension and disability income plans</li> <li>• Credit disability insurance</li> <li>• Franchise disability income plans</li> <li>• Individual disability income plans</li> <li>• Retirement plans from another employer</li> <li>• Individual Retirement Accounts (IRA)</li> <li>• Association plans not sponsored by the employer</li> </ul>	Not Specified in Proposal
Notes				Aetna does not covered Elected Officials Aetna does not offer coverage for pre-existing conditions  Aetna cannot match the current Work Incentive Benefit. (They do not allow an employee whose disability earnings exceed the earnings test to be considered disabled)
Rate Guarantee		2 Years	3 Years	3 Years
Rate per \$100 of Covered Earnings	0.39	Initially \$0.39 -- rate pass 0.32	0.33	0.55
Covered Earnings	\$3,638,656	\$3,638,656	\$3,638,656	\$3,638,656
Estimated Monthly Premium	\$14,190.76	\$11,643.70	\$12,007.56	\$20,012.61
Compared to In-Force Rate		-17.95%	-15.38%	41.03%

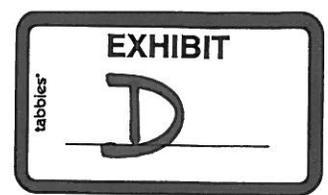
Responses from Other Carriers Invited to Bid:

- Principal -- Uncompetitive
- Reliance Standard -- Uncompetitive
- Guardian -- Declined to issue a quote
- MetLife -- No response to the quote



LANCASTER COUNTY  
INSURANCE POLICY REGISTER  
FY 2015

POLICY COVERAGE	INSURANCE CARRIER	POLICY NUMBER	POLICY EXPIRATION	BROKER
Sheriff - \$20,000 Accidental Death and Dismemberment	Hartford Insurance	ETB-200166	15-09-30	UNICO Group
\$1,000,000 BI, Comp \$1,000, Coll \$1,000 – Master Business Auto	Continental Western Insurance	CA2375674-33	15-09-30	UNICO Group
Comp \$1,000, Collision \$1,000 Physical Damage – Sheriff's Department	Continental Western Insurance	CA2650205-29	15-09-30	UNICO Group
Insurance Consultant UNICO @ \$34,575.37/year	N/A	N/A	15-09-01	UNICO Group
Machinery & Equipment-\$5,000,000 Limit, \$5,000 Deductible-All Locations	Cincinnati Insurance	BEP2666826	15-09-30	UNICO Group
\$2MIL Aggregate - \$1MIL Occurrence - \$5,000 Medical Payments with \$4MIL	Continental Western Insurance	CPA2358811-34	15-09-30	UNICO Group
\$1MIL Per Person - \$3MIL Aggregate	Landmark American Insurance Company	LHC747395	15-09-30	UNICO Group
\$200,000 Checks; \$50,000 Money & Securities; \$1,000,000 Emp. Dishonesty	Hartford Insurance	91FA0237056-14	15-09-30	UNICO Group
\$2MIL - \$900,000 SIR	Midwest Employers	EW0008646	15-09-30	UNICO Group
\$150,158,950 Combined Blanket Limit-All Property, Various Deductibles	Continental Western Group (Union)	CWP2400988-35	15-09-30	UNICO Group
\$4,750,000 Each Occurrence Comprehensive G.L.; \$250,000 Retention includes Public Officials & Employee Benefits Liability; \$250,000 Retention-Pursuit Vehicles	Gemini Insurance Company	PEM0000049-00	15-09-30	UNICO Group
3 Locations covered-444 Cherrycreek-\$500,000 Bldg/\$500,000 Cnts-\$5,000 Deductible	American Bankers Insurance Co.	1961534704	15-12-31	UNICO Group
443 Cherrycreek-\$500,000 Bldg/\$500,000 Cnts - \$5,000 Deductible	American Bankers Insurance Co.	1961534703	15-12-31	UNICO Group
500 West O Street-\$457,400 Bldg/\$121,600 Cnts - \$5,000 Deductible	American Bankers Insurance Co.	1961534702	15-12-31	UNICO Group
4621 NW 45 <sup>th</sup> Street-\$2,000,000 Contents-\$5,000 Deductible; Lot 4 Old School House Addn-Craig Dodge Statute-\$40,866-\$1,000 Ded	RLI Insurance Co.	ILM0703605	15-02-20	UNICO Group
Fiduciary Liability-\$5,000,000 Aggregate Limit, \$5,000 Deductible	Travelers Casualty & Surety Insurance Company	106179710	15-11-01	UNICO Group



# EXAMPLE COUNTY CLERK COUNTY BOARD AGENDA ITEM REQUEST

REQUEST TO PLACE THE FOLLOWING ITEM ON THE COUNTY BOARD AGENDA

For the Agenda of: 07/14/2015  
Mo. Day Year

FROM: County/City Purchasing Department

PURCHASING CONTACT PERSON: Bob Walla, Assistant Purchasing Agent

DEPARTMENT CONTACT PERSON: Jeff Bleimeister - County Sheriff

Description of the item:

- Recommendation for Award
- Execute Approved Contract
- Recommendation and Execution
- Reject a Bid or RFP

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Recommendation for Award - Recommendation of the Purchasing Department and County Sheriff to award a contract for the Cleaning of Pursuit Vehicles from State of Nebraska Contract 12345 OC to Jet Splash in the amount of \$5,000.00 per year.

Execute Approved Contract - Contract execution for the Cleaning of Pursuit Vehicles from State of Nebraska Contract 12345 OC to Jet Splash in the amount of \$5,000.00 per year which was awarded by the County Board on July 14, 2015.

Recommendation for Award and Execution - Recommendation of the Purchasing Department and County Sheriff to award a bid and execute a Purchase Order for the purchase of Police Pursuit Vehicles from Bid #15-000 to Anderson Ford in the amount of \$60,000.00.