

Memorandum of Agreement Regarding Funding, Construction, and
Endowment of a Fountain at Union Plaza, and Endowment of a
Public Gardens Internship Program

between

TRUSTEE FOR THE KEN GOOD ESTATE

Vicki Huff, First Vice President and Trust Marketing Officer
Union Bank and Trust Company
P.O. Box 82535
Lincoln, NE 68501-2535

LINCOLN PARKS FOUNDATION

2740 "A" Street
Lincoln, NE 68502

and

CITY OF LINCOLN

555 South 10th Street
Lincoln, NE 68502

This Memorandum of Agreement hereinafter referred to as "the Agreement", sets forth the parties' understanding concerning distribution of funds from the estate of Ken Good for the purposes of establishment and implementation of a local project called Union Plaza and the creation of the Ken Good Fountain, a feature in Union Plaza, and establishment of an endowment for support of a public gardens internship program. The Trustee for the estate of Ken Good is hereby designated as "Donor", the Lincoln Parks Foundation is hereby designated as "Grantee" and the City of Lincoln, Nebraska is hereby designated as "City".

This Agreement is in effect for the period stated in paragraph 1. The Agreement provides for the Donor's funding totaling \$312,000 for construction and endowment of the Ken Good Fountain in Union Plaza and establishment of the Ken Good Public Garden Internship Program.

1. Duration:

This Agreement shall become effective upon approval of the parties on or about July 24, 2009. As per Section 2.A., the donation is to be received upon approval of the agreement. It is anticipated that Union Plaza, including the Ken Good Fountain, will be dedicated for public use in the second quarter of 2011. This agreement and the associated name of the Ken Good Fountain will remain in effect in perpetuity, or as long as Union Plaza and the associated Ken Good Fountain remain dedicated for public use.

2. Donor Obligations:

The Donor agrees to provide funding totaling \$312,000 for the following purposes.

- A. Funding in the amount of \$150,000 is to be utilized to fund construction and endowment of the Ken Good Fountain located within the Union Plaza project, near 21st Street between "O" and "P" Streets. This fountain is being named in memory of Ken Good and in recognition of the generous gift from his estate. The fountain will be at street level along 21st Street in the southwestern area of Union Plaza. The design of this fountain will represent a celebration of precipitation in Nebraska and the importance of water to the survival of growing things in our State. The name of the fountain, Ken Good Fountain, will be incorporated into the walls of the fountain.
- B. Funding in the amount of \$162,000 will be used to create and endow a public garden internship program for the newly renovated Sunken Gardens and the Hamann Rose Garden at Antelope Park. The annual proceeds from investment of these funds are intended to provide for one internship position. The selected intern would ideally be a student in the University of Nebraska-Lincoln Horticulture program, would be employed during the academic year and the following summer, and would be involved in all phases of garden design, preparation, planting and maintenance. The internship will be named in recognition of Ken Good and a permanent plaque will be placed in the Sunken Gardens with information about Ken Good and the internship program.
- C. It is anticipated that payment will be made upon approval of this agreement. The check shall be made payable to the Lincoln Parks Foundation and sent to: 2740 "A" Street, Box 201, Lincoln, NE, 68502.

3. Grantee and City Obligations:

- A. The Grantee will act as fiscal agent for the donation, and will appropriately manage the donated funds so as to make them available to the City to fund construction costs associated with the Ken Good Fountain, to place a portion of the funds into the endowment fund for Union Plaza to provide for ongoing operation and maintenance of the Ken Good Fountain by the City, and to establish the Ken Good Public Garden Internship Program and make annual distributions to the City to pay the salary of the selected intern.
- B. The City will provide the basic park infrastructure surrounding the Ken Good Fountain. The City will cause design, construction plans and bid specifications for the Ken Good Fountain to be prepared. The name of the fountain, Ken Good Fountain, will be incorporated into design of the walls of the fountain. These plans will be made available to the Donor for

review. The City will cause construction of the Ken Good Fountain.

- C. The City will work with the University of Nebraska - Lincoln to recruit applications for the Ken Good public garden internship position. The selected intern will ideally be a student in the University of Nebraska-Lincoln Horticulture program, will be employed by the City during the academic year and the following summer, and will be involved in all phases of garden design, preparation, planting and maintenance. A permanent plaque will be placed in the Sunken Gardens with information about Ken Good and the public gardens internship program. The City will work with the Donor to determine the appropriate text to be incorporated into the plaque.

4. Amendments:

This Memorandum of Agreement may be amended at any time in writing executed by the authorized representatives of the Donor, the Grantee, and City.

5. Contacts for the parties shall be as follows:

Donor:

Trustee for the Estate of Ken Good
Vicki Huff, First Vice President and Trust Marketing Officer
Union Bank and Trust Company
P.O. Box 82535
Lincoln, NE 68501-2535
Phone: (402) 323-1528

Grantee:

Christie Dionisopoulos, or future President
Lincoln Parks Foundation
2740 "A" Street, Box 201
Lincoln, NE 68502
Phone: (402) 441-8258

City:

Lynn Johnson, Parks & Recreation Director
Parks & Recreation Department
2740 "A" Street
Lincoln, NE 68502
Phone: (402) 441-8265

6. Severability:

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all

other provisions will continue in effect.

7. Public Announcements:

Public announcement regarding the Donor's funding for the Ken Good Fountain and the Ken Good Public Garden Internship Endowment will be reviewed and approved prior to issuance by the Donor, Grantee and City.

Approval:

DONOR

By:

Vicki M. Huff
Trustee for the Estate of Ken Good

Vicki Huff, First Vice President and Trust Marketing Officer
Union Bank and Trust Company

Date:

7/09/09

GRANTEE

By:

Christie Dionisopoulos, President
Lincoln Parks Foundation

Date:

CITY

By:

Chris Beutler, Mayor of Lincoln

Date:
