

RECEIVED

MAY 23 2018

LANCASTER COUNTY CLERK

Lancaster County, Nebraska  
AMUSEMENT LICENSE RENEWAL APPLICATION

Return completed form to:  
Lancaster County Clerk- 555 S. 10<sup>th</sup> Street, Lincoln, NE 68508  
Phone: 402-441-7484; Email: coclerk@lanaster.ne.gov

PERSONAL INFORMATION

Applicant's Name Barb Brockley Telephone number 402-474-9802  
Address/City/State/Zip 1301 S. 11th Street Lincoln NE 68502  
Business Name Community Crops Telephone number 402-474-9802  
Address/City/State/Zip 1551 S. 2nd Street, Lincoln NE 68502  
Property Owner's Name (if different) University of Nebraska Foundation Telephone number 402-458-1157  
Address/City/State/Zip 1010 Lincoln Mall, Ste 300, Lincoln NE 68508  
Email Address barb@communitycrops.org

We hereby apply for an amusement license renewal from Lancaster County (original license # 2012-0005)  
to operate a fundraiser dinner (list event name) for a period of 4 (number)  
 hour(s)  day(s)  week(s)  month(s) on the following dates Saturday, August 25, 2018

from 5:00pm a.m./ p.m. to 9:00pm a.m./p.m. at the following location 3130 N. 112th Street, Lincoln

known as Prairie Pines Farm  
(name of existing establishment or corporation, if any)

EVENT DETAILS

Number of people anticipated and basis on which this estimate is made: 300 people including paying guests and volunteers

Seating arrangements: Seating will be in a tent on the premises.

Location of electrical wiring: Well house about 50 feet from tent.

Details of structure: 40 x 80 pole tent with all food, drinks and seating underneath. Portable toilet will be nearby with handwashing station.

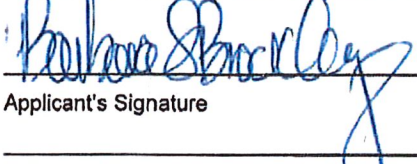
Anticipate plans for compliance with guidelines: Minors will not be admitted to the event and IDs will be checked.

All food will be prepared in licensed kitchens. Alcohol will be served by a licensed caterer. Noise levels will be kept to an appropriate level.

Please attach a site map to this application and return all documents and the \$10.00 fee to the County Clerk's Office, County-City Building, 555 South 10<sup>th</sup> Street, Lincoln, NE 68508, at least thirty (30) days prior to the expiration of your current license. Questions can be directed to the County Clerk's Office at 402-441-7484 or coclerk@lancaster.ne.gov

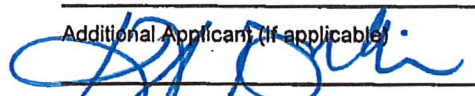
In consideration of your granting us a license, we hereby agree to abide by all the lawful rules and regulations established by Nebraska State Statutes and the Lancaster County Board of Commissioners.

We further agree to abide by any additional conditions as set forth by the Commissioners pursuant to the recommendation of the Health Department, local law enforcement agencies or other agencies.

  
\_\_\_\_\_  
Applicant's Signature

5-22-18  
\_\_\_\_\_  
Date

Additional Applicant (if applicable)

  
\_\_\_\_\_  
Property Owner's Signature

6/12/2018  
\_\_\_\_\_  
Date

For office use only: Renewal rec'd \_\_\_\_\_ Renewal app'd \_\_\_\_\_

New conditions recommended by the Board of Commissioners (if any):

- |   |  |
|---|--|
| <input type="checkbox"/> Sheriff _____  | <input type="checkbox"/> Health Department _____ |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> County Engineer _____   |
| <input type="checkbox"/> NDOR _____     | <input type="checkbox"/> Building & Safety _____ |

# HOLD HARMLESS AGREEMENT

Applicant(s): Feast on the Farm fundraiser

Date(s) of Event: August 25, 2018

The applicant will indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska (the "County"), and its agents, employees, and representatives from all claims, demands, suits, actions, payments, liabilities, judgments, (including court-ordered attorneys fees), arising out of or resulting from the issuance of an amusement license and event listed above that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property including loss of use resulting therefrom, and that is caused in whole or in part by the acts or omissions of the applicant or anyone directly or indirectly employed by applicant, anyone for whose acts or omissions they may be liable, or anyone attending any event held pursuant to an amusement license held by the applicant, regardless of whether or not such claim, damage, loss or expense is caused in part by a partly indemnified hereunder. Applicant shall maintain a policy or policies of insurance (or a self-insurance program) sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims.

In claims against any person or entity indemnified under this agreement by an employee or the applicant or anyone directly or indirectly employed by the applicant or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the applicant under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Dated this 22 day of May, 2018  
Applicant: Paula Sue Stracy  
By: \_\_\_\_\_  
Title or Legal Capacity: Interim Executive Director  
Witness: \_\_\_\_\_

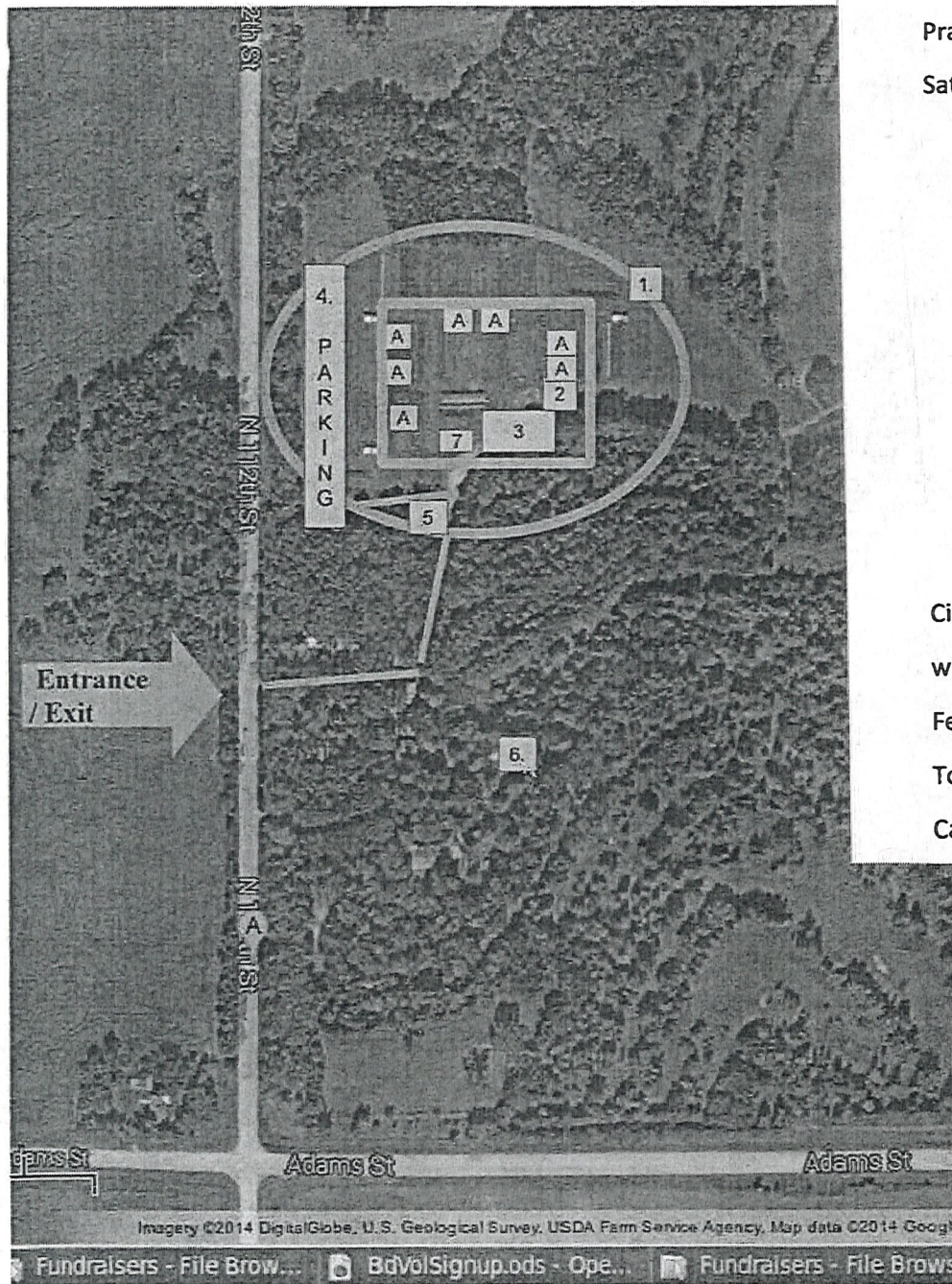
## 2018 Community Crops Feast on the Farm

Prairie Pines Farm 3130 N. 112<sup>th</sup> Street

Saturday August 25, 2018

1. Grey Circle is the Event Space
2. Bar area in Tent. Water will also be provided.
3. Event tent 40 x 80 ft, bar in tent with Auction items and band
4. Guest Parking
5. Porta-Potties and Electricity.
6. Staff/Volunteer Parking
7. Entertainment and Auction Items
  - A. Food Stations

Circles area shows where event will be held, and area where food and alcohol will be consumed. Alcohol will be served from a station at the pole tent. Fencing will be erected around the tent and food stations, including bar, To define the area in which alcohol is permitted. (Inner Grey Square)  
Capacity: Only 300 tickets will be sold.



Client#: 57380

COMMU12

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Sunshine Roberts, PHONE: 402.483.4500, FAX: 402.483.7977, E-MAIL: sroberts@insproins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Markel Insurance Company (NAIC # 38970), INSURER B: First Comp (NAIC # 27626).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lancaster County is listed as Additionally Insured.

CERTIFICATE HOLDER: City of Lincoln/Lancaster County, 555 S 10th Street, Lincoln, NE 68508. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Daniel D. Mibb d

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### Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

#### SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Medical Personnel	\$100,000 Any One Person
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

## **A. LIMITED PRODUCT WITHDRAWAL EXPENSE**

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

### **LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

#### **Insuring Agreement**

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.  

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "product withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
  - (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
  - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
  - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
  - (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
  - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

#### **Exclusions**

This insurance does not apply to "product withdrawal expenses" arising out of:

##### **a. Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

##### **b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

##### **c. Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:



- (1) An error in manufacturing, design or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

**d. Goodwill, Market Share, Revenue, Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

**e. Expiration Of Shelf Life**

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

**f. Known Defect**

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

**g. Otherwise Excluded Products**

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A—Bodily Injury And Property Damage Liability.

**h. Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

**i. Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

**j. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

**k. Pollution-Related Expenses**

Any loss, cost or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

**2. The following is added to Section III – Limits Of Insurance:**

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

- a. Insureds;
- b. "Product withdrawals" initiated; or
- c. "Your products" withdrawn.

**3. Section IV – Commercial General Liability Conditions is amended as follows:**

- a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of A Defect Or A Product Withdrawal**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

**Concealment Or Fraud**

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

**Product Tampering Limitation**

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or
- (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

## **B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY**

Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

### **a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT**

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

#### **D. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
- b. Away from an insured's premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

#### **E. PROPERTY DAMAGE TO CUSTOMERS' GOODS**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or

g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops; and

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

#### **F. DAMAGE TO PREMISES RENTED TO YOU**

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph (6) of Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

2. The final paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

3. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph 4.b.(1)(a)(ii) of the Commercial General Liability Coverage Form, and Paragraph 4.b.(1)(a)(iii) of the Commercial General Liability Coverage Form (Claims-Made Version) under Section IV – Commercial General Liability Conditions are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph a. of Definition 9. “insured contract” is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

#### **G. PROPERTY DAMAGE FROM ELEVATOR USE**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph 1. above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

#### **H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL**

1. Exclusions 2.b. and 2.c. under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability are replaced by the following:

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:

- d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
- e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

**I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs 1.b. and 1.d. under Section I – Coverages, Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work;

**J. MEDICAL PERSONNEL**

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

- 1. Paragraph 2.a.(1)(d) under Section II – Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
- 2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

**K. BROADENED DEFINITION OF INSURED**

Section II – Who Is An Insured is amended as follows:

- 1. The following is added to Paragraph 2.a.:

Paragraph (1) does not apply to managers at the supervisory level or above.

- 2. Paragraph 2. is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

- 3. Paragraph 3.a. is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

- (1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

#### **L. AUTOMATIC ADDITIONAL INSUREDS**

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

**a. When Required By Contract Or Agreement**

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and

(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

(4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

**b. Managers Or Lessors Of Premises**

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

**c. Mortgagees, Assignees Or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**d. Vendors**

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:



- (i) The exceptions contained in subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
  - (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
  - (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.
2. The insurance provided to such automatic additional insureds:
- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.
- The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

**M. MEDICAL PAYMENTS**

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III – Limits Of Insurance is replaced by the following:

- 7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**N. EACH LOCATION AND EACH PROJECT AGGREGATES**

The following is added to Section III – Limits Of Insurance:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
  - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
  - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".

- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
    - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
    - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
  3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
  4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
  5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  6. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

**P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Condition 6. Representations under Section IV – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

**R. LIBERALIZATION**

The following is added to Section IV – Commercial General Liability Conditions:

**Liberalization Clause**

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

**S. MENTAL ANGUISH RESULTING FROM BODILY INJURY**

Definition 3. "bodily injury" is replaced by the following:

**3. "Bodily injury" means:**

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

**T. BROADENED DEFINITION OF MOBILE EQUIPMENT**

The following is added to Paragraph f.(1) of Definition 12. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Subrogant Information	Class Code	Schedule Description	Payroll
City of Lincoln Lancaster County 555 S 10th St Lincoln NE 68508	0008	Farm - Vegetable & Drivers	\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective    03/15/2018          Policy No.    WC0121582-08          Endorsement No.

Insured:    COMMUNITY CROPS          Premium (See Attached)

Insurance Company:          FirstComp Insurance Company          Countersigned by \_\_\_\_\_

WC000313  
Ed. 4-84

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## Monet J. McCullen

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**From:** Tom J. Cajka  
**Sent:** Friday, June 08, 2018 8:06 AM  
**To:** Monet J. McCullen; Angela S. Keim; Barbi M. Loschen; David A. Derbin; David R. Cary; Greg R. Topil; Jenifer T. Holloway; Jeremy J. Schwarz; Josh D. Clark; Justin L. Daniel; Ken D. Schroeder; Robert K. Simmering; Steve S. Henrichsen; Terry A. Kathe  
**Subject:** RE: Amusement License - Community Crops

Planning has no objections

Tom Cajka, Planner II  
County Planner  
Lincoln-Lancaster County Planning  
402-441-5662

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**From:** Monet J. McCullen  
**Sent:** Thursday, June 07, 2018 3:51 PM  
**To:** Angela S. Keim <AKeim@lincoln.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <DDerbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Jeremy J. Schwarz <JSchwarz@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Ken D. Schroeder <kschroeder@lancaster.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>  
**Subject:** Amusement License - Community Crops

All,  
Please find attached an Amusement License for Community Crops for a fundraiser dinner on Saturday, August 25, 2018, from 5pm to 9pm at 3130 N. 112<sup>th</sup> Street. This will be scheduled for June 26, 2018 Board of Commissioners Meeting. Please have recommendations back to me by Tuesday, June 19, 2018.

Thank you,

Monét McCullen  
County Clerk's Office  
402.441.7485

# Office of the Sheriff Lancaster County

Terry T. Wagner  
Sheriff

Todd Duncan  
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869  
Phone (402) 441-6500 Fax (402) 441-8320



June 18, 2018

Ms. Monét McCullen  
Lancaster County Clerk's Office  
County-City Building  
Lincoln, NE 68508

Re: Renewal Application for an Amusement License from Barbara Brockley with  
Community CROPS License #2012-0005.

Dear Ms. McCullen:

This letter is regarding a renewal application for an Amusement License from  
Community Crops located at 1551 S. 2<sup>nd</sup> Street, Lincoln, Lancaster County, Nebraska, to hold a  
fundraiser event. The fundraiser event is scheduled for Saturday, August 25, 2018, from 5:00  
p.m., to 9:00 p.m., and will take place at Prairie Pines Farm located at 3130 N. 112<sup>th</sup> Street,  
Lincoln, Lancaster County, Nebraska.

The event is expecting to draw approximately 300 attendees. Per the application, minors  
will not be admitted to the event and identification will be checked. All food will be prepared in  
licensed kitchens and alcohol will be served by a licensed caterer. The Special Designated  
License will be submitted at a later date.

The Lancaster County Sheriff's Office finds no reason to recommend denial of this  
application.

Sincerely,

Terry T. Wagner  
Lancaster County Sheriff


LANCASTER  
COUNTY

Pamela L. Dingman, P.E.  
County Engineer

ENGINEERING

Kenneth D. Schroeder, R.L.S.  
Deputy County Surveyor

DEPARTMENT

**DATE:** June 19, 2015  
**TO:** Monet McCullen  
County Clerk's Office  
**FROM:** Ken Schroeder   
County Surveyor  
**SUBJECT:** AMUSEMENT LICENSE RENEWAL APPLICATION  
COMMUNITY CROPS FUNDRAISER RAISER EVENT  
3130 NORTH 112<sup>TH</sup> STREET, LINCOLN  
SATURDAY AUGUST 25, 2018 FROM 5:00 P.M. TO 9:00 P.M.

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Upon review, this office has no direct objections to this submittal, subject to no parking allowed along adjacent County roads during the time of the Special Designated License, and subject to review by the Lancaster County Sheriff's Office for safety precautions, and by the County Attorney's Office for insurance compliance.

**Cc:** Lancaster County Sheriff's Office  
Jenifer Holloway, Lancaster County Attorney's Office  
Ron Bohaty, Road Maintenance Superintendent

KDS/bml

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