

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and the **CITY OF LINCOLN**, a municipal corporation, hereinafter referred to as "**Grantee**". Individually, the Sponsor and the Grantee may be referred to as a "Party," and collectively they may be referred to as "Parties."

WITNESSETH:

WHEREAS, the Grantee's primary purpose is to operate a visitor attraction which is owned by the public or a nonprofit organization; and

WHEREAS, the Grantee has established a project for: expanding and improving an existing visitor attraction; planning or developing such expansion, improvements, exhibits or additions; acquiring or expanding exhibits for existing visitor attractions; or promotion and advertising costs associated with such exhibits; and

WHEREAS, the Sponsor desires to expend Lancaster County Visitor Improvement Grant funds to support the Grantee's project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

1. Purpose: The purpose of this Grant Contract is to provide funding for the Grantee's Project, as described in Attachment "A", attached hereto and hereby incorporated by this reference. Proceeds from this Grant can only be expended on the recreational trail, and cannot be used to fund other purposes of the Prairie Corridor Project.

2. Scope of Services: The Grantee agrees to complete the Project. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

3. Grant: In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in the amount of \$40,000.00 ("Grant Funds") from the Lancaster County Visitors Improvement Fund, covering a one-year period from January 1, 2019 through December 31, 2019. This Grant Contract may be renewed for two additional one-year terms in the amount of \$40,000.00 per year, with the first additional term running from January 1, 2020 through December 31, 2020, and the second additional term running from January 1, 2021 through December 31, 2021. This Grant is specifically conditioned on the award of a grant from the Nebraska Environmental Trust to the Grantee for the Prairie Corridor on the Haines Branch in an amount of up to \$450,000.00 for the first grant period, \$350,000.000 for the second grant period, and \$100,000.00 for the third grant period, for a total of up to

\$900,000.00. If the Grantee does not receive the grant from the Nebraska Environmental Trust for the first year of this agreement, or for any subsequent additional term described herein, then this Grant from the County Visitors Improvement Fund shall become null and void. Additional terms must be agreed to in writing by the Parties.

4. Term: The term of this Grant Contract shall be for a period of one year from January 1, 2019 through December 31, 2019. The Sponsor may extend the term of the Grant upon good cause shown by the Grantee. Any extension of the Grant term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant term, or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

5. Project Budget: A Project Budget shall be prepared and maintained by Grantee. Grantee shall carry out the Project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The Project Budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved in writing by the Sponsor.

6. Payment of Grant: Payments made hereunder shall be handled as all other claims against the Sponsor. Grantee shall submit a claim for \$40,000.00 at any time during the Grant term. If additional terms are authorized, Grantee shall submit a claim for \$40,000.00 at any time during each additional term.

PROVIDED: The Grantee understands and agrees that the Lancaster County Visitors Improvement Fund ("Improvement Fund") is the sole source of payment of Grantee's claim(s) for Grant Funds pursuant to this Grant Contract. Grantee's claim(s) shall not be paid from the Lancaster County General Fund, or from any other Lancaster County Fund. If for any reason the amount of funds in the Improvement Fund shall be insufficient to meet all obligations of the Improvement Fund, then the Sponsor, in its sole and absolute discretion, will determine the amount of Grant Funds, if any, that can be paid to the Grantee based on the amount of the funds available in the Improvement Fund, until sufficient funds in the Improvement Fund become available to pay Grantee's claim(s) for Grant Funds in full, and the Parties agree that no interest on the amount of such claim(s) shall be due or owing from Sponsor to Grantee as a result of any such delay in Sponsor's payment of Grantee's claim(s), whether such claim(s) be considered liquidated or unliquidated. Grantee agrees that Grantee has no reasonable expectation of payment of any kind from any other source except the Improvement Fund.

7. Audit and Inspection: Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining

to the Grant Contract and the Project.

8. Not Discriminate: In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

9. Sponsor Not Obligated to Third Parties: This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

10. Prohibited Interests: Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project provided herein, or any property included or planned to be included in the Project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

11. Nonperformance: In the event the Grantee fails to complete the Project or fails to meet any of the requirements outlined in this Grant Contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

12. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

13. Independent Contractor: It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

14. Hold Harmless: The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Grant Contract that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This Section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

15. Insurance Requirements: The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Grant Contract. No work on the Project or pursuant to this Grant Contract shall begin until all insurance obligations herein are met to the satisfaction of the Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Grant Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the Sponsor being secondary or excess.**

a) **Workers' Compensation.** The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Grantee shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Grant Contract.

b) **Commercial General Liability.** The Grantee shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Grantee shall provide an additional insured endorsement acceptable to the Sponsor. The required insurance must include coverage for all projects and operations of Grantee or similar language that meets the approval of the

Sponsor, which approval shall not be unreasonably withheld.

c) **Automobile Liability.** The Grantee shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d) **Additional Insured** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

e) **Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Grant Contract and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

f) **Minimum Scope of Insurance.** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

g) **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Grant Contract shall be construed to waive the Sovereign Immunity of the Sponsor or Grantee.

16. Employee Verification: In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Section.

17. Forbearance Not Waiver: Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.

18. Venue: If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

19. Integration: The Parties hereby agree that this Grant Contract constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties regarding the subject matter of this Grant Contract, whether verbal or written.

EXECUTED by Grantee this ____ day of _____, 2018.

THE CITY OF LINCOLN,
a Municipal Corporation, Grantee.

BY: _____

Title: _____

EXECUTED by Sponsor this ____ day of _____, 2018.

APPROVED AS TO FORM THIS
____ day of _____, 2018.

LANCASTER COUNTY, NEBRASKA
a Political Subdivision, Sponsor

BY: _____
for Joe Kelly
Lancaster County Attorney

BY: _____
Todd Wiltgen, Chair,
Lancaster County Board of Commissioners



LINCOLN PARKS & RECREATION DEPARTMENT
3131 "O" Street, Suite 300, Lincoln, NE 68510-1514
402-441-7847 fax: 402-441-9249 lincoln.ne.gov

July 2, 2018

Lancaster County Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, Nebraska 68508

**RE: *Funding Request for Prairie Corridor on Haines Branch
Lancaster County Visitors Improvement Fund***

Dear Commissioners:

This letter is to request that the County Board consider allocating \$120,000 of Visitor Improvement Fund revenues to be used over a 3-year period for the recreational trail associated with the Prairie Corridor on Haines Branch project (see attached map). The request relates to a cooperative effort being led by the Lincoln Parks and Recreation Department to apply for a grant in August from the Nebraska Environmental Trust (NET) for Phase III of the project. Visitor Improvement funds would be used for development of the recreational trail component of the Prairie Corridor, which could include trail and trail corridor development, signage, and planting of native grasses and wildflowers within the trail corridor.

The Prairie Corridor on Haines Branch is a tallgrass prairie passage and trail that will build on our nationally recognized trail and greenway system and will link two of Lincoln and Lancaster County's premier environmental resource centers. The Corridor will support economic development and environmental education, and will promote the enhancement and preservation of one of Nebraska's most valuable resources--tallgrass prairie.

Lancaster County has been a strong partner in this project, having provided \$60,000 to match a 3-year NET grant awarded in 2012 and \$90,000 to match the 3-year grant from NET awarded in 2015. This funding has assisted us in completing two segments of trail in Pioneers Park and preliminary engineering on additional segments in preparation for Recreational Trails Program (RTP) grant applications to fund additional construction. The next segment targeted for construction is at the Spring Creek Prairie Audubon Center at the south end of the Corridor, and



there are two additional priority areas where land and easements acquired for the project will support the construction of additional sections in the near term.

We are excited about the progress made to date on the Prairie Corridor which, in addition to the completion of nearly 2 ½ miles of trail to the western edge of Pioneers Park, includes the conservation of over 800 acres through the purchase of land and easements and the re-establishment of high diversity tallgrass prairie on over 100 acres. Work also continues with the Prairie Corridor Cabinet formed in 2017 to help guide the project, and members of resource groups assisting in implementation of the Prairie Corridor vision. The project partners are continuing landowner outreach, habitat enhancement, development of the trail, and public engagement, and are working to enhance communication through social media.

Trail funding is a significant need for the project. We utilize primarily Visitor Improvement Funds and funds from GPTN to assemble a match for the RTP grants for the Prairie Corridor (RTP grants cover up to 80% of the project cost and require a minimum 20% match). RTP grants are becoming more competitive, requiring a much higher match to be successful, and the trail construction needs for the Prairie Corridor are growing as the project progresses. Thus, we have increased the grant request for Visitor Improvement funds for Phase III of the project.

Identifying Visitor's Improvement funds for the Prairie Corridor represents an opportunity to leverage significant additional funds and to enhance the public-private partnership to build on the early success of this project. Since the inception of the Prairie Corridor project, our partnership has grown to over 25 project and funding partners including cash and in-kind matching contributions totaling over \$5.4 million. One of those partners is the Village of Denton, which is interested in the economic opportunities and has supported the project with matching funds and with education and outreach activities.

We understand that in accordance with past practice, the Commission may forward this funding request to the Visitors Promotion Committee (VPC) for consideration, and we are prepared to present this request to the VPC when they meet in August. We have no doubt that the County's continued partnership and financial participation in the project will significantly strengthen our NET application, which is due on Tuesday, September 4, 2018. Thus, if the Commission is inclined to refer this request to the VPC and the VPC does recommend funding, we would respectfully request that the Commission consider that recommendation by August of 2018.

The Prairie Corridor is an opportunity to celebrate our natural heritage and to build on the unique sense of place we enjoy here in Lincoln and Lancaster County. We would welcome an

opportunity to more fully update you on the project at the Commission's convenience. I can be reached at 441-8265 or ljohnson@lincoln.ne.gov. You can also contact Nicole Fleck-Tooze at 441-8263 or ntooze@lincoln.ne.gov with any questions you may have.

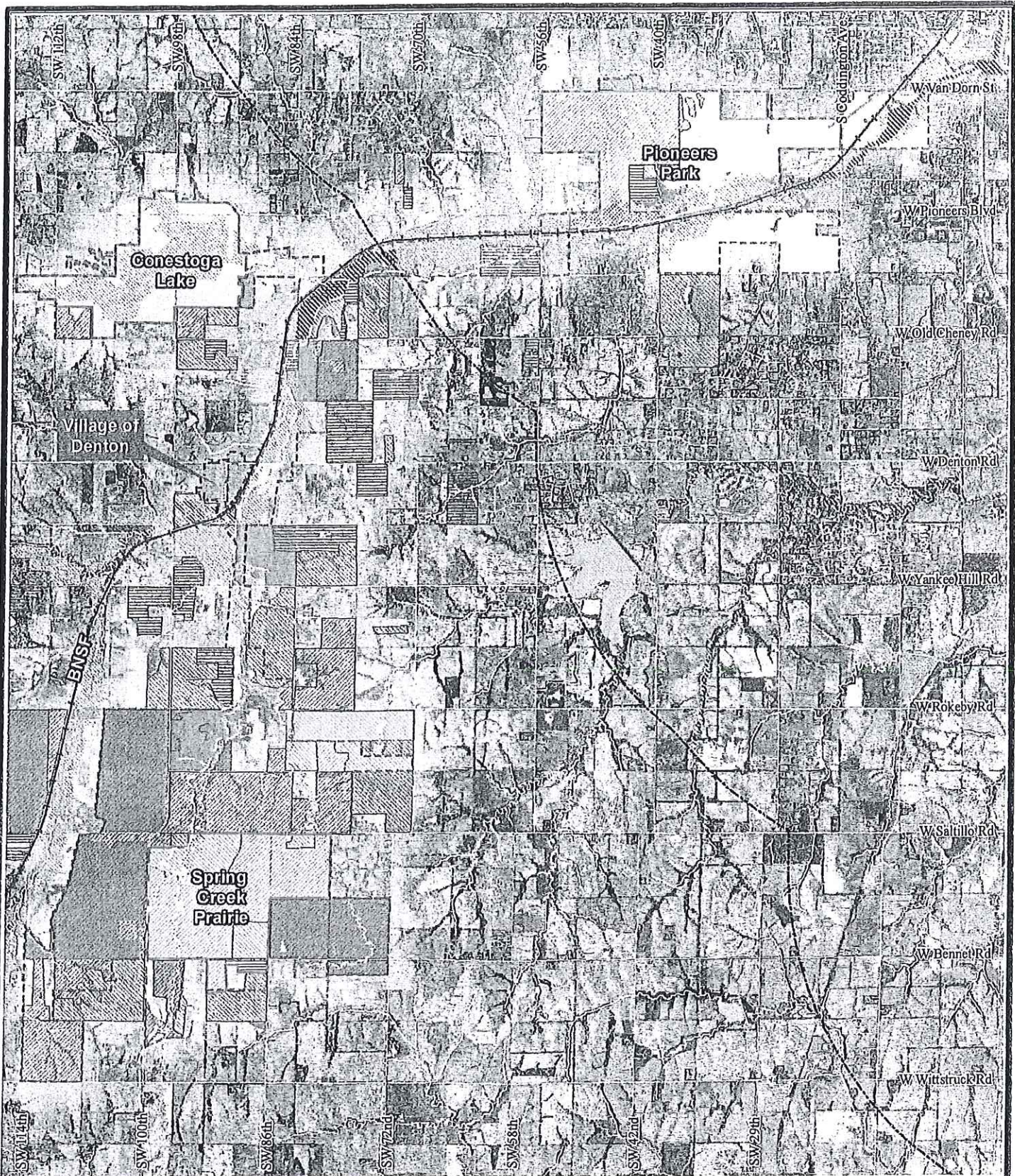
Thank you for your consideration.

Sincerely,

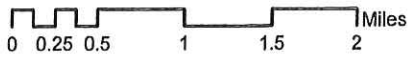


Lynn Johnson
Lincoln Parks and Recreation Director

Cc: Jeff Maul – Executive Director, Lincoln Convention and Visitors Bureau
Denise Pearce – City of Lincoln Mayor's Office
Nicole Fleck-Tooze – Lincoln Parks and Recreation



**Prairie Corridor
on Haines Branch**



- | | | |
|-------------------------------|---------------------|--------------------|
| Priority Area | Native Seeding | Lakes/Streams |
| Destination Areas | Pasture | BNSF RR |
| Under Contract | Virgin Prairie | Existing Trail |
| 3-mile Jurisdiction | Floodway | Existing PC Trail |
| Conservation Easements | 100 Year Floodplain | Potential PC Trail |
| Public/Conservation Ownership | Wetlands | Future Trail |

LANCASTER COUNTY VISITORS IMPROVEMENT FUND
GRANT REQUEST

Name of Organization: Lincoln Parks and Recreation Department

Contact Person: Nicole Fleck-Tooze

Address: 3131 O Street, Ste 300, Lincoln, NE 68510

Telephone 402.441.8263 **Fax** 402.441.8706 **Email** ntooze@lincoln.ne.gov

Organization Status: Non-Profit ___ Association ___ Civic Group ___ Other X
(If other, please attach explanation) City of Lincoln

Applicant Government/organization Federal ID number: 47-6006256

If tax exempt organization, designate IRS classification: ___ 501(c)3 ___ 501(c)6.

Provide a detailed description of your exhibit/attraction:

The Prairie Corridor on Haines Branch is a planned trail and tallgrass prairie passage that builds on our nationally recognized trail and greenway system and links two of Lincoln and Lancaster County's premier environmental resources and education centers. It will follow the Haines Branch of Salt Creek from the Pioneers Park Nature Center, to the Conestoga Lake State Recreation Area, extend down through the Village of Denton and on to the Spring Creek Prairie Audubon Center (SCPAC).

The Prairie Corridor has the potential to become a significant attraction for the Lincoln area. It will support economic development efforts by celebrating the natural heritage of the "Prairie Capital" with a unique tallgrass prairie experience easily accessible from I-80 and a 20-mile roundtrip trail ride that will encourage visitors to stay another day in Lincoln. Approximately 400,000 people visit the Pioneers Park Nature Center each year. Over 14,000 people visit the Spring Creek Prairie Audubon Center each year, and this has the potential to grow substantially once the two resources are connected and integrated into the Prairie Corridor. The project is planned to be implemented in phases. This funding request is for matching funds for Phase 3.

Number of attendees estimated: Out of town 29,240 Local 36,640

Check all that apply:

- X Expanding and improving any existing visitor attraction.
- X Planning or developing such expansion improvements, exhibits or additions.
- X Acquiring or expanding exhibits for existing visitor attractions.
- ___ Promotion and advertising costs associated with such exhibits.

Please describe project as indicated above.

Visitor Improvement Funds in the amount of \$40,000 per year over 3 years, for a total of \$120,000 from 2019-2022 are requested as matching funds to pledge in support of an application to the Nebraska Environmental Trust for \$900,000 for the same period, for Phase 3 of the Prairie Corridor on Haines Branch project. The County's contribution is requested in support of the recreational trail component of the project. The trail is comprised of 9 segments, two of which have been completed and a third of which is being planned for 2019 construction. The trail will generally follow the Haines Branch of Salt Creek from Pioneers Park, to the Conestoga Lake State Recreation Area, extend down through the Village of Denton, and on to the Spring Creek Prairie Audubon Center

Project Start Date: 2019 **Completion Date:** 2022

Is this project part of a larger renovation project? Phase 3 of the project is part of the longer-term project to implement the Prairie Corridor on Haines Branch project.

If yes, please describe the entire project:

The larger project is described above.

As it pertains to the grant related project, provide breakdowns of radio and television advertising, showing individual costs, call letters and cities of origin. Also give breakdowns of magazine advertising by individual publications and costs. Similarly, separate the costs for brochures, travel shows by location, billboard advertising, etc. Include target market demographics.

Funding for advertising is not requested as part of this grant application, nor are the majority of these activities anticipated for this development phase of the project. A website and brochure have been developed and is distributed at various events. A social media campaign using Facebook and Instagram is being initiated. Additional advertising for the Prairie Corridor will initially be integrated with advertising for Pioneers Park and Spring Creek Prairie Audubon Center. Additional needs will be assessed as the Corridor is more fully established.

Do you anticipate submitting future applications for projects relating to this project? Yes. We would like to continue to ask Lancaster County to be a partner in this promising and growing project with great potential to attract visitors.

Total projected budget (attach detailed budget)*

Total Revenue \$22.5M from public-private partnership Total Expense \$22.5 M

* Attached budget is for the entire 15-year project and was developed for Phase 1 application. It is currently in the process of being updated.

How will your project impact new visitor recruitment and lodging tax revenues?

Once complete, the Prairie Corridor on Haines Branch will build on Lincoln and Lancaster County's nationally recognized trail system and link two premier centers of environmental resources and education.

According to *The Annual Economic Impact of the Prairie Corridor on Haines Branch Project* completed July 20, 2018 by Dr. Eric Thompson, UNL Bureau of Business research, the total annual economic impact of the Prairie Corridor is \$4.3 million. The annual labor income impact is \$1.37 million over 53 full-year equivalent jobs. The entire report detailing methodology and findings is attached. The estimates below comprise a component of these findings.

Additionally, according to the *2016 National Survey of Fishing, Hunting, and Wildlife-Associated Recreation* from the U.S. Fish & Wildlife Services, 23.7 million Americans, age 16 and over, took trips away from home to watch, photograph or feed wildlife. Of those, 79% took trips within their own state and the remaining 21% in another state. Wildlife watchers had an average trip expenditure of \$573 per person. Multiple studies and reports, including the *Statewide Comprehensive Outdoor Recreation Plan (SCORP): A Guide to An Active Nebraska 2016-2020* indicate a significant trend upward in wildlife and trail visits. The Prairie Corridor project is uniquely positioned for the City of Lincoln and Lancaster County to attract this interest to our community and county. The impact on new visitor recruitment and lodging tax revenues will be significant.

Estimated annual visitors: Local 36,640 Outside of Lincoln 29,240

Estimated Annual economic impact of your facility and/or project based on lodging tax use (Use multipliers listed below)

Is this based on annual use of the facility or for a specific event/exhibition? Annual use.

of hotel rooms utilized x 5,260 (* Multiplier – see below) \$350/night**

* National/Regional event Multiplier - \$375 per night

* State event - \$350 per night

* Local event - \$245 per night

** It is anticipated that the Prairie Corridor will be a regional attraction, but the state event multiplier was utilized for a conservative estimate.

TOTAL ECONOMIC IMPACT BASED ON FORMULA \$1,841,000

Is this grant request in addition to other project related grant requests? Yes

If yes, then list other grant requests:

Recreational Trails Program - \$166,700 Recreational Trails Program (2018 application)

Nebraska Game and Parks Commission: \$45,000 over 3 years requested

Village of Denton: \$15,000 over 3 years anticipated request

Nebraska Environmental Trust: \$900,000 over 3 years requested

Others to be determined.

Grant amount requested from Visitors Promotion Committee

\$120,000 over 3 years: 2019-2022

Signature of Applicant

Caym Johnson, Parks & Recreation Director

Date

7/30/18

Return Application (s) to:

Lincoln Convention and Visitors Bureau

Attn: Jeff Maul, Executive Director

1135 M St. Suite 300

Lincoln, NE 68501

For more information:

(402) 434-5343

jmaul@lincoln.org

Prairie Corridor Estimated Implementation Costs for Priority Area

Updated July 9, 2018

Project Component	Cost	Totals
Conservation (land & easement acquisition, appraisals, surveys, etc.)	\$9,810,500	
Habitat Development (preserving and enhancing virgin prairie, enhancing native seeding, preserving and enhancing wetland areas, enhancing and managing wooded riparian areas along stream corridors)	\$2,662,400	
Research conducted by University of Nebraska-Lincoln School of Natural Resources to expand knowledge of tallgrass prairie preservation and native pollinators	\$766,800	
Trail Development and Economic Development Mostly 8-foot wide crushed limestone trail; bridges for stream crossings; 3.1 miles of trail within Pioneers Park; 4.4 miles to the Village of Denton; 1-mile connection to Conestoga Lake; 1.2-mile loop through Denton; 5.0 miles of trail to Spring Creek Prairie	\$5,390,000	
Public Education and Outreach (website development, interpretive signs, interactive activity areas, printed education materials)	\$439,000	
2015 Costs Sub-Total Without inflation		\$19,068,700
Inflation over 12-year period	\$3,481,000	
2027 Costs With Inflation*		\$22,549,700
Less Committed Cash and In-Kind Matches	<\$5,460,000>	
TOTAL Estimated Costs for Priority Area		\$17,089,700

- Based upon an initial corridor size of approximately 7,600 acres, which may be expanded further in the future. Costs are rough estimates, which will continue to be updated as the project progresses.
- Excludes endowment costs.



STATES SELF-INSURERS RISK RETENTION GROUP, INC. PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY

DECLARATIONS

Policy # 3000027-1

Replaces Policy #

THIS DECLARATIONS PAGE AND THE ATTACHED PUBLIC ENTITY EXCESS LIABILITY INSURANCE POLICY AND APPLICATION FOR INSURANCE COMPLETE THIS OCCURRENCE FORM POLICY.

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTEE FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Item I. *Named Insured* and Principal Address:

City of Lincoln
555 South 10th St, Room 302
Lincoln, NE 68508

Item II. *Policy Period*:

This Policy takes effect at 12:01 A.M., 09/01/2017, and expires at 12:01 A.M., 09/01/2018.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Self-Insured Retentions and Limits of Liability

A. Self-Insured Retention Insuring Agreement A. - Public Entity Liability	\$	250,000
B. Self-Insured Retention Insuring Agreement B. - Public Entity Management Practices Liability	\$	250,000
C. Limit of Liability Insuring Agreement A. - Public Entity Liability	\$	6,000,000
D. Limit of Liability Insuring Agreement B. - Public Entity Management Practices Liability	\$	6,000,000
E. Maximum Limit of Liability Insuring Agreements A. and B.	\$	12,000,000

E. Maximum Limit of Liability Insuring Agreements A. and B.

Subject to Paragraphs C. and D. above, item III.E. of the Declarations is the most States will pay for all *damages* resulting from all *claims* and *related claims* seeking *damages* covered by this policy. States has no obligation to make any payment unless and until the applicable self-insured retention has been exhausted by the actual payment of covered *damages* and *legal expenses* by or on behalf of the *insured*. The *named insured* is responsible for ensuring that the self-insured retention has been paid. States has no obligation to pay any *damages* or *legal expenses* after the limit of liability shown in Item III.E. has been paid.

F. Non-Cumulation Of Limits

1. The Limits of Liability apply without regard to the number of *insureds*, claimants or *claims*.
2. If a *claim* or *related claims* seeks *damages* that are potentially covered under both Insuring Agreement A. and Insuring Agreement B. the *named insured* will select one limit of liability to be applied. Only that limit will be applied to the *claim* and *related claims*.

SECTION IV – INSUREDS

A. Individuals And Organizations That Qualify As *Insureds*

1. The *named insured(s)* described under Item I. of the Declarations is an *insured* under this policy.
2. A partnership, *joint venture* or joint powers authority specifically described in the Declarations is an *insured* under this policy.

* 3. A person or organization is an *insured* for liability resulting from the negligence or fault of a *named insured* if:

- * a. a *named insured* agreed in a written contract to provide liability insurance coverage like that afforded by this policy to the person or organization as an additional insured;
- b. the written contract was executed before the *bodily injury* or *property damage* happened or before the *personal injury* or *wrongful act* was committed;
- c. the person's or organization's liability results from the negligence or fault of the *named insured*, *employee* or *volunteer worker*;
- d. the person or organization is not obligated to indemnify the *named insured* for the injury or damage; and
- e. the *named insured* has agreed to defend the person or organization in the *claim*.

4. Any organization acquired or formed by a *named insured* after the inception of the *policy period* if:

- a. the organization is not a partnership, *joint venture* or joint powers authority in which the *named insured* has a majority interest;
- b. the newly acquired or formed organization does not have other insurance that would apply to the *claim*;
- c. the request to provide liability coverage to the organization is received by States within ninety (90) days after the organization was formed or acquired; and
- d. the *bodily injury* or *property damage* happened or the *personal injury* or *wrongful act* was committed after the organization was formed or acquired.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/29/2017

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-1594	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED City of Lincoln c/o City of Lincoln Risk Management Suite 302 555 South 10th Street Lincoln NE 68508 USA	INSURER A: Midwest Employers Casualty Company 23612	
	INSURER B: States Self-Insurers Risk Ret Grp 44075	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570068146714 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3000027-1 SIR applies per policy terms & conditions	09/01/2017	09/01/2018	EACH OCCURRENCE	\$6,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3000027-1 SIR applies per policy terms & conditions	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$6,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER	
A	Excess WC			EWC007744 SIR applies per policy terms & conditions	01/01/2017	01/01/2019	EL Each Accident	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000
							Deductible	\$800,000

Certificate No : 570068146714

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Prairie Corridor Project
Additional Insured in favor of Lancaster County with respect to General Liability as required by written contract. waiver of Subrogation in favor of Lancaster County with respect to Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 South 10th Street Lincoln, NE 68528 USA	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 <i>Aon Risk Services Central, Inc.</i>





Policy No.: EWC007744

Indemnity Coverage Provided: Specific Excess Workers' Compensation and Employers Liability Indemnity

1. Insured: City of Lincoln
See Endorsement
2. Mailing Address: 555 S. 10th Street, Suite 302
c/o City Risk Mgmt., City-County Box 302
Lincoln, NE 68508-
3. Named States: Nebraska
4. Excluded States: None
5. Policy Period:
(a) From: 01/01/2017
(b) To: 01/01/2019
Both days start at 12:01 A.M. standard time at the Insured's address shown in Item 2 of this schedule.
6. Specific Retention:
(a) Each Accident: \$800,000
(b) Each Employee for Disease: \$800,000
7. Specific Limit Each Accident:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
8. Specific Limit Each Employee for Disease:
(a) Policy Part One, Workers' Compensation: STATUTORY
(b) Policy Part Two, Employers Liability: \$1,000,000
9. Aggregate Retention:
(a) (Rating Base): NOT APPLICABLE
(b) Estimated (Rating Base): NOT APPLICABLE
(c) Minimum Retention: NOT APPLICABLE
(d) Aggregate Loss Limitation: NOT APPLICABLE
10. Aggregate Limit: NOT APPLICABLE
11. Classification of Operations: See Endorsement
(a) Experience Modification Factor: 1.000000000
(b) Other Modification Factor: 1.000000000



Endorsement Effective: 01/01/2017
Policy No.: EWC007744
Named Insured: City of Lincoln

Waiver of Subrogation by Written Contract Surcharge Endorsement

In the event that you have waived your right to subrogation against a third party under the terms of a written contract entered into by you prior to the date of injury to your Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

In consideration for coverage provided under this endorsement, a \$0 surcharge will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Anna Z. Ewaldi

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.