

## 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 **FRIENDS OF LIED – LIED CENTER FOR PERFORMING ARTS**, a nonprofit 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 is a nonprofit corporation which owns and operates a visitor attraction located in Lancaster County; 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 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.

**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.

**4. Grant:** In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in the amount of \$100,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"). **PROVIDED**, this grant of \$100,000.00 is contingent on the Grantee first raising the sum of \$75,000.00, which amount is the balance of the original grant request of \$175,000.00 originally submitted by the Grantee for the stage rigging and light system described in Attachment "A".

**5. Term:** The term of this Grant Contract shall be from July 1, 2019 through August 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.

**6. 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.

**7. Payment of Grant:** The Grantee shall be paid the sum of \$100,000.00 upon completion of the project.

Payment will only be made upon completion of the project and only after the Grantee assures the Sponsor in writing that the project has been completed in accordance with the Grant Contract; and completed in a timely manner. Grantee shall submit a claim for Grant Funds to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures.

**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.

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



**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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. The Grantee shall provide an additional insured endorsement acceptable to the Sponsor, which approval shall not be unreasonably withheld.

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



d) **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.

**17. 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.

**18. 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.

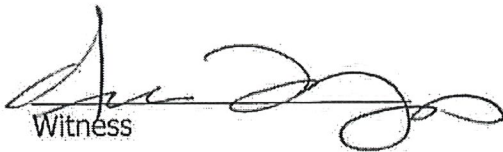
**19. Venue:** If either Party brings against the other Party any proceeding arising out of this Grant Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln,

Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

**20. Integration:** The Parties hereby agree that this Agreement 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 18<sup>th</sup> day of April, 2019.

FRIENDS OF LIED – LIED CENTER FOR PERFORMING ARTS, a Nonprofit Corporation, Grantee.

  
Witness

BY:   
Bill Stephan, Executive Director and Chief Artistic Officer

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM THIS  
\_\_\_\_ day of \_\_\_\_\_, 2019.

LANCASTER COUNTY, NEBRASKA  
a Political Subdivision, Sponsor

BY: \_\_\_\_\_  
for Patrick Condon  
Lancaster County Attorney

BY: \_\_\_\_\_  
Jennifer Brinkman, Chair  
Lancaster County Board of Commissioners



LANCASTER COUNTY VISITORS IMPROVEMENT FUND  
GRANT REQUEST

Name of Organization Friends of Lied - Lied Center for Performing Arts

Contact Person Bill Stephan, Executive Director and Chief Artistic Officer **ATTACHMENT A**

Address/City/State/Zip 301 North 12<sup>th</sup> Street, Lincoln, NE 68588

Telephone 402.472.4700 Fax 402.472.2725 Email wstephan2@unl.edu

Organization Status: Non-Profit  Association  Civic Group  Other   
(If other, please attach explanation)

Applicant Government/organization Federal ID number 47-0727188

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

Provide a detailed description of your exhibit/attraction:

Please refer to attached narrative document: "Detailed Description of Exhibit/Attraction" section

Number of attendees estimated: Out of town 75,000 (17-18 season) Local 125,000 (17-18 season)

Check all that apply:

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

Please describe project as indicated above:

Please refer to attached narrative document: "Description of Project" section

Project Start Date July 2019 Completion Date August 2019

Is this project part of a larger renovation project? No

If yes, please describe the entire project:

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. Not Applicable

Do you anticipate submitting future applications for projects relating to this project? No

Total projected budget (attach detailed budget)

Total Revenue \$ 93,225.50

Total Expense \$ 268,225.50

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

Please refer to attached narrative document: "Project Impact on Tourism" section

Estimated annual visitors: Local 145,000 (estimated with proposed project) Outside of Lincoln 85,000 (estimated with proposed project)

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 overnights utilized 13,500 x \$350 (\* Multiplier – see below \*)

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

\* State event - \$350 per night

\* Local event (no overnight stays expected) - \$245 per night

TOTAL ECONOMIC IMPACT BASED ON FORMULA \$4,725,000

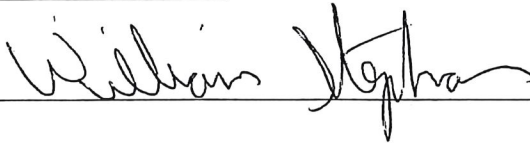
Is this grant request in addition to other project related grant requests? Not Applicable

If yes, then list other grant requests \_\_\_\_\_

**Grant amount requested from Visitors Promotion Committee**

\$175,000

Signature of Applicant



Date

1-31-19

**Return your completed Application to:**

Lincoln Convention and Visitors Bureau  
Attn: Jeff Maul, Executive Director  
1128 Lincoln Mall, Suite 100  
Lincoln, NE 68508

For more information:

(402) 434-5343

[jmaul@lincoln.org](mailto:jmaul@lincoln.org)



**Lied Center for Performing Arts  
A Request to the Lancaster County Visitors Improvement Fund  
January 2019**

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**Detailed Description of Exhibit/Attraction**

As Nebraska's "Home for the Arts," the Lied Center for Performing Arts has enriched the State of Nebraska by providing exceptional experiences in the performing arts since 1990. The mission of the Lied Center is to educate, inspire and entertain the people of Nebraska through the performing arts. Every year over 200,000 patrons are served by the Lied where they experience the finest in music, theater and dance, including over 35% of patrons visiting from outside of Lincoln and Lancaster County. The Lied Center is one of a small number of Lincoln attractions that are top of mind as visitors plan trips to the area.

The Lied Center is the venue of choice for a variety of local, regional and international conferences and special events that bring tens of thousands of visitors to Lancaster County. The largest of these, the International Thespian Festival, brings over 5,000 visitors to Lincoln annually for its six-day gathering at the Lied. The Nebraska State Music Educators Association Conference brings over 2,600 visitors to Lincoln. These two conferences alone account for an estimated 6,000 night stays at area hotels, many of which are booked to capacity as a direct result of these events.

At any major popular performance, as many as 37.5% of patrons come to Lincoln from outside the county. Marquee performances of national profile, such as Jerry Seinfeld, Merle Haggard, Tony Bennett, *Riverdance*, Mannheim Steamroller, Harry Connick Jr. and *Book of Mormon*, make the Lied Center a cornerstone of Lancaster County's tourism industry.

In 2014, the Lincoln Chamber of Commerce awarded the Lied Center the Tourism Development Award for its significant contributions to Lincoln's tourism industry. Top entertainment industry trade publication *Pollstar* has recognized the Lied Center as a Worldwide Ticket Sales Top 100 Theater for the past five years.

Beyond performances on the stage, the Lied Center transforms lives through extensive educational outreach programs for university students, community members and children of all ages. The Lied Center not only presents internationally touring acts, but is also a commissioner of new artistic works. Since the Lied's creation, the Lied has commissioned over 25 new works in music, theater and dance. The Lied has a storied commitment to presenting the greatest artists in the world. Past artists at the venue have ranged from the Bolshoi Ballet and the Jazz at Lincoln Center Orchestra with Wynton Marsalis to our historic presentation of American Ballet Theatre with the St. Louis Symphony. As part of the University of Nebraska - Lincoln, the Lied Center annually tours international artists across the state to rural communities, enhancing the Lied's statewide profile and paving the way for future visits to the Lied and Lincoln.

The Lied Center features a 2,259-seat main concert hall and a 250-seat black box theater, the Johnny Carson Theater. The venue also features several multipurpose spaces that can be used for special events. The Lied Center is recognized nationally as both a performing arts venue and as a major university presenter. Standing at the center of achievement, creativity, imagination, learning, discovery and diversity in the arts, the Lied is one of the top performing arts venues in the Midwest.

## Description of Project

Through the proposed project, the Lied Center will make improvements to its current stage rigging and lighting system – including updating the system with more useful multipurpose rigging fly lines and an electrified lineset in place of the Light Bridge. These updates will provide the flexibility for Broadway's biggest shows such as *The Lion King*, *Hamilton* and *The Phantom of the Opera* – productions that have historically been unable to easily set up in the Lied Center's main performance hall – to come to Lincoln for extended performance runs, increasing the number of out-of-town visitors that come to Lincoln and Lancaster County. It will also elevate the status of the Lied Center as a venue that can accommodate extremely tall stage sets and provide critical fly system flexibility for required backdrops and lights close to the orchestra pit.

The Lied Center's Light Bridge is a piece of the theatrical rigging that hangs from the fly loft and provides a position to hang lighting. Typically reserved for performance halls that do not present the variety of programming seen on the Lied Center stage, a Light Bridge is uncommon in theaters today. We have increasingly found that the space occupied by the Light Bridge is interfering with scenery and stage lighting that needs to be hung and flown in the fly loft. As the Lied Center strives to be a multi-disciplinary and multi-purpose performing arts venue that presents a variety of artistic styles – we need the freedom and flexibility to accommodate the widest variety of technical needs and requests. We have been unable to host many major performing arts attractions including shows like *The Phantom of the Opera*, New York City Ballet and *The Lion King* due in part to the lack of flexible fly space downstage. Updating to the system of fly lines and electrified lineset will provide us this flexibility.

The Lied has seen consistent growth over the last decade, and has already had a record-breaking 2018-2019 season with its presentation of *Book of Mormon*. The performance of the Tony Award-winning musical presented in December of 2018 broke Lied Center ticket sales records with over \$1,000,000 in sales over the eight show run. With a total attendance of over 15,000, the performances averaged 1,850 people per show in the Lied's 2,200-seat theater – over 37.5% of these patrons traveling from outside of Lincoln.

By making the proposed improvements to the Lied Center's rigging and lighting system and having the ability to bring in a wider variety of performances, we anticipate this level of ticket sales would continue to increase as the Lied could present even larger and longer-running performances such as *The Phantom of the Opera*, *Hamilton*, or *The Lion King*. This has the potential to increase tourism to Lincoln and Lancaster County – increasing hotel room usage, and new visitors to Lincoln.

Neglecting this work will prevent us from booking performances that are unable to work within our current parameters including many highly sought after Broadway productions. This puts us at risk of losing patrons to performing arts centers in Omaha and surrounding cities such as Chicago and Iowa City that are able to consistently provide the setup required by these top productions. Our ability to continue to present the best and most innovative programming will create life-long patrons that continue to attend and support the Lied and local businesses.

Funding has been secured to remove the existing overhead rigging system used for lighting and projections including the removal of the existing Light Bridge and its associated rigging. We are requesting matching funding from the VPC for the purchase and installation of one new motorized dedicated Electric and three new multiuse counterweight linesets in place of the removed Light Bridge. There are no structural changes being made to the building architecture as a result of this project and this does not fall within general maintenance of the building. This improved rigging system would provide the Lied Center and the



performances it presents with all of the function of the Light Bridge, but provide greater flexibility and ease in staging performances and open up the ability to pursue a much wider variety of shows that are in high-demand amongst today's audiences.

Two companies have submitted estimates for the project: iWeiss and JR Clancy. It is anticipated that these estimations will come down slightly after The University of Nebraska-Lincoln formally bids the project, which is the basis for the \$210,000 general construction contractor cost included in the proposal. UNL also requires contingency funding and project management expenses for an estimated total project budget of \$268,225.50.

The work will be completed over the course of approximately one month starting in mid-July 2019 through mid-August 2019 while the theater is not in use for season performances.

The Lied Center is constantly striving to improve its facility in order to provide the best experience for its patrons. In preparation for the celebration of the Lied's 25<sup>th</sup> anniversary season (September 2014 – April 2015), several projects were completed to enhance the building and add more space to accommodate growing audiences from Lincoln and beyond. The first ever addition to the Lied Center opened in October 2012. Named the Lied Commons, it averages well over 100 events per year, including musical performances, wedding receptions and dozens of professional meetings and conferences. Through the generosity of the VPC, a brand-new state-of-the-art sound system was installed in the Lied Center's main auditorium in 2012 to provide improved clarity and sound quality for all amplified performances, in 2015, the main entrance canopy was replaced, greatly enhancing the aesthetics and safety of the building and in 2018, the seating in the main hall was updated. A new digital marquee has provided prospective customers with current information about upcoming performances. The roof has been replaced; the HVAC and fire safety systems have been improved; and dozens of additional projects have improved the overall patron experience at the Lied Center. All of these projects have been supported in part or in full by private donations and funding, with a total of over \$4 million raised to help prepare the Lied Center for its future.

Despite the completion of these essential enhancements, additional projects are needed to ensure the Lied Center continues to provide the best performances for its patrons with the rigging and lighting system improvement project in the present request as the most urgent on the list of priorities. On average, more than 35% of the Lied's patron base comes from outside of the Lincoln area. In order to make that trip worthwhile and to further entice patrons from outside the region to travel to Lincoln, it is necessary to consistently provide a grand scope of world-class performances. Instead of traveling to Omaha, Des Moines or Chicago to see the best and newest in performing arts, patrons should be able to come to Lincoln.

As a self-supporting non-profit with limited public funding support, the Lied Center is challenged to generate funding to cover costs of one-time major capital improvements. Private donors are historically less enthusiastic about supporting projects such as rigging and lighting system improvements, seat renovations, fire panels and water pumps, leaving limited sources of funding for venue revitalization outside of organizations like VPC. The Lied Center has a small maintenance endowment that covers annual repair expenses, but beyond that has little capital to cover major, one-time venue improvements. If the VPC is unable to fund the venue improvement at the full level of request, the project will have to be delayed for a year or more and the Lied Center could lose the opportunity to book highly sought after performances for the upcoming season, lowering the potential hotel and restaurant income from the Lied Center. With the resources provided by this grant, the rigging and lighting improvements will have a positive impact on the Lied Center and surrounding businesses far into the future.



### **Project Impact on Tourism**

As one of Lancaster County's largest tourist attractions, the Lied Center's season of world-class artists in addition to conferences and events brings, on average, over 75,000 visitors annually from outside of Lancaster County to Lincoln. The Lied's ability to attract new patrons from across the region and ensure return visitors is linked to the high-quality and high-demand performances the venue is able to present in addition to the perception of the venue's convenience and professionalism across the patron experience.

According to the most recent study from Americans for the Arts, the economic impact of arts and cultural organizations and their audiences in the City of Lincoln account for over \$98,000,000 annually. As the largest performing arts presenter in Lincoln, the Lied Center is a critical component in the economic footprint of the region. In addition to purchasing tickets, patrons who attend Lied Center performances, events and conferences dine at local restaurants, shop at small businesses and stay in Lincoln hotels.

Each year, events at the Lied Center have a great impact on the number of rooms reserved at area hotels. During the 2017-2018 Season, individuals associated with the Lied Center utilized approximately 12,000 hotel rooms. Of those 12,000, approximately 6,500 hotel rooms were reserved by clients that rented the Lied Center for various events. Many of these clients were affiliated with the International Thespian Festival and the Nebraska State Music Educators Association Conference as well as artists that choose to reserve their own hotel accommodations. The remainder of hotel nights comprised over 500 room nights booked by the Lied Center for season artists and 5,000 more rooms reserved by our patrons.

This project is projected to increase tourism to Lincoln and room rentals for local hotels. A major Broadway show that runs two weeks at the Lied Center has the potential to bring in over 30,000 audience members with an estimated 10,000 of attendees expected to come from out-of-town. As a result, we predict hotel night usage by Lied Center patrons will increase from previous years by a minimum of 1,500 based on having one supersized Broadway attraction per year. This is an increased annual economic impact of over \$525,000. As the program grows, the audience growth also increases as the number of supersized Broadway attractions increases.

The upgrades outlined in this proposal will help attract new, wider-reaching performances as well as special events and conferences that bring visitors to Lincoln. Event planners look for and increasingly expect venues to be able to fully accommodate their lighting and staging requests. Frequently, independent promoters bring marquee performers of international stature to the Lied, such as Jerry Seinfeld and Crosby, Stills & Nash in past seasons. For the Lied to remain attractive and competitive to these presenters, the rigging and lighting system improvement is essential.

### **Conclusion**

The Lied Center remains grateful to the Lancaster County Convention and Visitors Bureau for its past support and for its careful consideration of the present request. The Lied Center takes its role in the economy of Lincoln and Lancaster County very seriously and will always continue to look for ways to enhance the area as a visitor destination. The proposed lighting system improvement project is essential to the Lied's ability to continue bringing world-class performing arts to the area and contributing to the area's tourism business and economic vibrancy.



**Lied Center for Performing Arts  
Request to the Visitors Promotion Committee**

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8. IRS Tax Determination Letter

January 29, 2019

Mr. Jeff Maul  
Executive Director  
Lincoln Convention and Visitors Bureau  
1135 M St. Suite 300  
Lincoln, NE 68501

Dear Mr. Maul,

I am writing this letter of support for the Lied Center for Performing Arts' application to the Visitors Promotion Committee, seeking support for improvements to the lighting system on the main concert hall stage.

As the General Manager for The Lincoln Marriott Cornhusker Hotel in Lincoln, I see firsthand how Lied Center performances and events impact the community, drawing patrons and audiences from across the state to the heart of Lincoln.

As a full-service hotel, we are well aware of the economic value created when a large number of people visit the area from out of town. Visitors stay in our hotel, dine in our restaurant, and spend money in Lincoln's small businesses.

We are privileged to partner with the Lied Center in hosting to an ever-increasing number of people who come to Lincoln to not only go to world-class performances such as American Ballet Theatre, but to attend conferences, corporate events and festivals, including the Regional College Theatre Festival, Nebraska Music Educator Conference, International Thespian Festival, and the Midwest Cup Show Choir Competition.

The improvements the Lied Center propose will help attract new performing artists, events and conferences and encourage more visitors not only at the Lied Center, but at establishments such as the Cornhusker Hotel and other local businesses and attractions.

The Lincoln Marriott Cornhusker fully supports the Lied Center's proposal for funding through the Lancaster County Visitors Improvement Fund, with the understanding that any dollar invested in improving the Lied Center's facilities and ability to present the finest programming will have a positive return on investment within our community.

Thank you for considering this investment in Lincoln and Lancaster County.

Best regards,

Susan Madsen  
General Manager  
The Lincoln Marriott Cornhusker Hotel



**Lied Center for Performing Arts  
Stage Rigging and Lighting System Improvement Project Budget**

**Income**

Individual Private Donations	\$ 50,000.00
Lied Center Circles of Giving Support	\$ 43,225.50
<b>Total Income</b>	<b>\$ 93,225.50</b>

**Expenses**

General Construction Contractor	\$ 210,000.00
Construction Contingency	\$ 16,040.00
Other NU Services	\$ 500.00
A/E Basic Services	\$ 15,000.00
NU Project Management	\$ 11,314.00
Other Speciality Consultants	\$ 7,397.50
Builder's Risk Insurance	\$ 758.50
Building Permit/Code Review and Inspection	\$ 2,000.00
Other Non-Construction Costs	\$ 108.50
Non-Construction Contingency	\$ 1,607.00
Lied Center Project Management	\$ 3,500.00
<b>Total Expenses</b>	<b>\$ 268,225.50</b>

**Surplus/(Deficit)      \$ (175,000.00)**

**Request to the Lancaster County Visitors Improvement Fund      \$ 175,000.00**

**Lied Center for Performing Arts  
Stage Rigging and Lighting System Improvement Project  
Scope of Work and Estimates**

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A Scope of Work was created by Auerbach, Pollock and Friedlander, a Performing Arts/Media Facilities Planning and Design Organization and included:

**The project will include the following major items of work by the Rigging Contractor:**

- Removal of existing hard framed Light Bridge and associated rigging.
  - Light Bridge
  - Counterweight, arbor, arbor bumper, lift lines, & loft blocks
  - Friction drive winch
  - Lighting circuit cable drops up to gridiron junction box
  
- One new motorized dedicated Electric and three new counterweight linesets in place of the removed light bridge.
  - 3 new counterweight linesets in place of the removed Light Bridge.
    - Note unique underhung rigging of 1 of the linesets
    - double-pipe ladder truss battens 92'-6" long (1 ½" schedule 40 pipe)
    - 12'-0" counterweight arbors (sized to match existing counterweight)
    - 12" dia. Head block
    - 8" to 12" dia. loft blocks with idlers
    - ¼" galvanized aircraft cable lift lines
    - ¾" dia. Multiline II operating line
    - Tension floor block
    - Rope locks with existing locking rail drilled & re-labeled
    - Excludes new counterweight (existing counterweight to be used)
  
  - One new motorized Electric with cable management.
    - double-pipe batten with semi-permanent tail-down pipe 92'-6" long (1 ½" schedule 40 pipe)
    - Lineshaft dead-haul hoist
      - Dual brake-motor arrangement (each motor brake rated for 125%)
      - 5,500 lbs capacity (preliminary)
      - 20 to 30 fpm fixed speed with VFD ramped accel /decel
      - Positioning +/- ¼" with Absolute encoder
      - Load monitoring (weight readout & WLL overload disable)
      - Cross-groove (at each drum)
      - Stromag brand 4-unit rotary limit (no equal)
      - Shaft coupling: flex-gear and/or splined universal joint
      - 208 VAC
    - "Preset" type control system
      - ETC Rigging Quick Touch Preset
      - JRC SceneControl 10R
      - iWeiss Alévo Controller
    - Connector strips with pigtailed (spacing TBD)(likely divided into 3 strips)
      - 72x 20amp (circuits 170-241) (2P&G pigtailed)
      - 16x 20amp (circuits 242-257) (4x 4-circuit socapex pigtailed)
      - 12x 50amp (circuits 518-529) (connector TBD pigtailed)
    - Pantograph cable management system
      - Min. 3 pantographs (SSRC or equal)



- With pantograph track and carrier upgrade: Richards-Wilcox 888 track and 8881 anti-kickup truck assembly with ball bearings and delrin guides
  
- Rigging contractor shall also provide the following:
  - (1) Site visit (field verification) after bid award, prior to preparation of shop drawings.
  - Shop drawings stamped by a Nebraska licensed engineer. Shall include rigging equipment and connection to existing building structure. Submittal shall include calculations package.
  - Site acceptance and load testing with consultant

**The scope of work was sent to four rigging companies and estimates were provided by the following two:**

- 1) iWeiss | **\$230,000**
- 2) JR Clancy | **\$215,000**

The University of Nebraska will formally bid the project as per their normal processes and practices.

Lied Center for Performing Arts  
Annual Operating Budget  
July 1, 2018 - June 30, 2019

		<b>Budget</b>
<b>Revenue</b>		
1	Ticket Sales	\$ 3,600,939
2	Ticket Fees	\$ 370,028
3	Ad Sales	\$ 111,605
4	Misc. Earned Income	\$ 198,000
5	University Related Income [a]	\$ 454,418
6	Misc. Contributed Income [b]	\$ 16,131
7	Facility Rentals	\$ 633,334
8	University Foundation	\$ 1,493,261
9	Friends of Lied	\$ 396,000
10	Program Sponsorships	\$ 236,000
11	Grants	\$ 131,204
12	Maintenance Endowment [c]	\$ 138,541
<b>13</b>	<b>Total Revenue</b>	<b>\$ 7,779,461</b>
<b>Operating Expenses</b>		
14	Salaries/Wages/Benefits	\$ 2,670,274
15	Union Contracted Labor	\$ 241,528
16	Contracted Season Artist Fees	\$ 2,471,383
17	Misc. Contractual Expenses [d]	\$ 627,367
18	Operating Expenses	\$ 496,703
19	Operating Supplies	\$ 119,386
20	Marketing	\$ 781,454
21	Travel	\$ 85,571
22	Items for Resale	\$ 36,750
23	Repair/Maintenance	\$ 149,013
<b>24</b>	<b>Total Operating Expenses</b>	<b>\$ 7,679,429</b>
<b>25</b>	<b>Net Operating Revenue(Expense)</b>	<b>\$ 100,032</b>

**Notes:**

[a] Funds provided from University departments, includes: masterclass/residency fees, UCARE, student ticket subsidy (CFA), Hixson-Lied & Chancellor's funding.

[b] Arts Across NE partner fees, professional service fees and student ticket subsidies from other universities.

[c] Accumulative activity for the year occurs in the 4th quarter.

[d] Artist hospitality, teaching artists, hotels, shuttle, etc.



Annual Marketing Budget  
Lied Center for Performing Arts  
July 1, 2018 - June 30, 2019

Publishing/Printing/Photography	\$ 11,000
Promotional Materials	\$ 17,000
Program Book	\$ 73,444
Email Delivery	\$ 8,760
Video Production	\$ 7,500
Ticket Stock Expense	\$ 6,250
General Marketing/PR Expense	\$ 4,500
Broadway Expense	\$ 221,000
Season Shows Expense (Non-Broadway)	\$ 218,500
Brochures, Groups, Single Tickets Expense	\$ 163,000
Rental of Conference Facilities	\$ 400
Web Design Services	\$ 5,000
All Other Contracted Services	<u>\$ 45,100</u>
<b>Total Marketing Budget <sup>[a]</sup></b>	<b>\$ 781,454</b>

**Notes:**

[a] Represents all marketing efforts at the Lied Center related to the annual operating budget.

April 12, 2019

Lancaster County Board of Commissioners  
555 South 10<sup>th</sup> Street Suite 110  
Lincoln, NE 68508

Re: Coverage for University of Nebraska

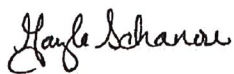
Dear Sir or Madam:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has excess general liability insurance policy with a limit of \$10,000,000 per occurrence with a \$10,000,000 annual aggregate.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. 85-1,126, to pay losses and expenses incurred by the University resulting from negligent acts, errors or omissions of the University, its officers, agents, employees and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act.

Sincerely,



Gayle M Schanou  
Director, Risk Management and Benefits