

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 NEBRASKA COMMUNITIES PLAYHOUSE**, 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 \$239,313.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"). **PROVIDED**, this grant of \$239,313.00 is contingent on the Grantee first raising the sum of \$56,550.00, which amount is the balance of the original grant request of \$295,863.00 originally submitted by the Grantee for the addition of an auditorium to the Nebraska Communities Playhouse as described in Attachment "A".

5. Term: The term of this Grant Contract shall be from April 1, 2019 through December 31, 2020.

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 \$239,313.00 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 **OCURRENCE** 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,

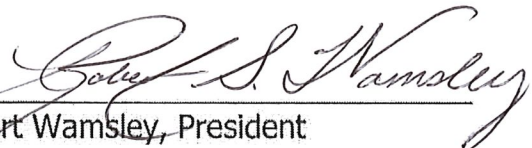
Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

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 25 day of April, 2019.

THE NEBRASKA COMMUNITIES
PLAYHOUSE, a Nonprofit Corporation,
Grantee.


Witness

BY: 
Robert Wamsley, President

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: The Nebraska Communities Playhouse

Contact Person: Robert Wamsley, President, Nebraska Communities Playhouse

Address/City/State/Zip: 225 Locust Street, Hickman, Nebraska 68372

Telephone: (402) 580-2435 Email: rwamsle1@yahoo.com

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

Applicant Government/organization Federal ID number: 81-2679156

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

Provide a detailed description of your exhibit/attraction: The Nebraska Communities Playhouse is a 501(c)(3) all-volunteer, non-profit community playhouse located in Hickman, Nebraska. It was established to serve the larger Norris area in southern Lancaster County that includes over 230 square miles and includes the communities of Hickman, Firth, Panama, Cortland, Princeton, Holland, Roca, Cheney, Hallam, Sprague, and Martell. Because of Hickman's close proximity to south Lincoln (7 miles or less than 15 minutes by car) it also supports this rapidly growing area. All of these communities, including Lincoln, have provided people who helped establish the playhouse, and have directly supported and assisted it as it begins its sixth year of very successful operation. Since opening in 2013, the playhouse has completed 29 major live community theater productions, among other activities, and sold over 34,000 tickets to its over 350 performances. **See a more detailed description at Attachment 1.**

Number of attendees estimated:

- Out of town: Current – 2,100/With Grant – 4,500 (Immediate)/7,950/yr (within 3-Years)
- Local: Current – 4,200/With Grant – 8,900 (Immediate)/15,900/yr (within 3-Years)

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.

The Lancaster County Visitor Improvement Fund Grant Request is to help establish a 420-person performing arts *addition* to the Nebraska Communities Playhouse to support the growing demand for live community theater and the other performing arts in the southern Lancaster County area. **See a more detailed description at Attachment 2.**

Project Start Date: April 2019 Completion Date: NLT December 2020

Is this project part of a larger renovation project? Not at this time.

If yes, please describe the entire project: N/A

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.

Nebraska Communities Playhouse (NCP) Tourist Marketing Program (Attachment 3).

Although funding for its marketing outreach is not requested in this grant application, the Nebraska Communities Playhouse has a very aggressive and successful marketing program. A \$25,000 program, funded in part from a Tourism Marketing Grant from the Nebraska Tourist Commission, NCP's 2019 tourism marketing program is comprised of three components **The first is a State-wide Newspaper Marketing Outreach Program** that will see its performances marketed *locally* to an over 300,000-person audience, and then *non-locally* to in-state and out-of-state visitors, with performance advertisements in 160 Regional Newspapers across the State, with a circulation of over 279,000 subscribers. These local and nonlocal newspaper media advertisements will run the two weeks before the opening of each performance. Additionally, The Voice News, will run full color ads and an article in its regional newspaper before each of the performance openings. These ads and articles will be seen by The Voice's over 10,000 weekly readers in 25 Southeast Nebraska Communities. These ads will also be seen by subscribers to these newspapers in over 35 States. The 2019 marketing program is a step-up from its 2018 program that included advertising in 31 Southeast Nebraska Newspapers, with a circulation of 65,497 subscribers **(See Enclosure 1 to Attachment 3 for a complete listing of the 160 Newspaper Advertisers).**

The second component of the Playhouse's marketing program is its Billboard Impact Marketing Program. This media advertising program will have Playhouse productions marketed on multiple and rotating location billboards across the area, focused on highways and other locations with major nonlocal and out-of-state viewing by visitors to our State. Each of the playhouse's major productions will be advertised on the billboards for four weeks before and during the shows. The target market population for this program is over 360,000 people who will view these billboards over a year period.

The final component of the Playhouse's Marketing Program is its Print Advertising Outreach Program. This program includes multiple printed tourism marketing products including brochures, posters, and rack cards. The brochures include bi-folds and tri-folds with different marketing messages, including upcoming productions and other activities at the

playhouse. It also includes large and mini-posters that are distributed by the Playhouse's volunteers and displayed in county courthouses, stores, gas stations, post offices, and other locations across the state. The rack cards are placed in motels and other locations across the state by our Playhouse's volunteers, where they can be picked up and viewed by those from outside our immediate area, focused primarily on increasing the number of nonlocal, in-state and out-of-state visitors to the playhouse.

See Attachment 3 for the breakdown of newspaper, billboard and print advertising by individual publication and cost. Target markets for each type of advertising is included.

Do you anticipate submitting future applications for projects relating to this project? Yes.

Project Funding. Funding for construction of the Nebraska Communities Playhouse's new 420-person auditorium will be through a combination of donations, grants, and bank financing (as required). The intent is to complete construction with *minimal debt* to allow the communities' playhouse to be able to offer its services to the widest possible performing arts community and audience. Less or no-debt also means the Playhouse will be able to offer its tickets and seating most affordably and to wider audiences, while offering better known and, unfortunately, more expensive, productions, thus attracting a growing number of *different types* of performing arts and attendees to its facility and performances.

Currently the Playhouse has commitments to finance much of the construction through individual donations, playhouse funding, and bank loans, if required (**see Attachment 4, Donations**). Ideally, to meet the goal of less or no-debt, the remainder of the cost will be provided by grants, such as those provided through the Lincoln/Lancaster County Visitor Improvement Fund and other grantees (the Nebraska Communities Playhouse is also requesting construction grants from the Peter Kiewit Foundation, the Nebraska Department of Economic Development's Tourism Development Fund, the Dillon and Kimmel Foundations, among others). To ensure construction will be completed, even if no grants are received, a three-bank consortium (Cattle Bank, Pinnacle Bank and First State Bank Nebraska) has agreed to provide financing for the construction (**see Bank Agreement/Certification Letters at Attachment 5**). However, grant funding, such as that provided through the Visitor Improvement Fund, is critical as it helps ensure construction is completed with minimal debt, thus allowing the communities' all-volunteer, non-profit playhouse to offer better, more affordable performing arts activities, that draw in even greater audiences to the playhouse and its supported communities. **Because of the guaranteed bank financing for this construction, any grant money awarded can be assured to be used for construction of a fully financed and operating performing arts facility.**

Contractor Bids. Five separate contractors submitted construction bids for the Playhouse's new addition. From these bids, and due to the type of work and the associated costs, a combination of contractors have been tentatively selected to complete construction of the playhouse's new addition (**see Attachment 6 for contractor bids**).

Construction Cost: \$997,055.00

Total projected budget: The five-year pro-forma budget for the Nebraska Communities Playhouse (two completed years and three projected) is attached, along with detailed budget sheets for 2018-2021 to support the pro-forma entries. Construction funding is included in the

budget years for 2019-2021 (See the attached pro-forma budget and supporting four-year detailed budgets sheets at Attachment 7). The pro-forma budget also reflects the cost and payment of bank financing for the project (if grant funding is not approved).

Total Revenue: Current - \$123,616.06/With Construction Grant - \$229,028.98 (2019)/\$410,666.08 (Within 3-years, 2021)

Total Expenses: Current - \$121,517.08/With Construction Grant - \$216,511.28 (2019)/\$376,685.39 (Within 3-Years, 2021)

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

The addition of the second and larger theatrical auditorium will significantly assist the playhouse support the growing demand for live theater and the other performing arts in southern Lancaster County. The larger auditorium is required to support the *immediate need* for those desiring to attend the playhouse's live community theater, but will also be large enough to support other performing arts performances, such as musicians and dance recitals. All of these activities will attract more visitors to the southern Lancaster County area and improve lodging tax revenues appropriately. When fully operational, the Playhouse should attract over 30,000 visitors annually.

Estimated annual visitors:

Local: Current – 4,200/With Grant – 8,900 (2019)/15,900 (Within 3-Years, 2021)

Outside of Lincoln: Current – 2,100/With Grant 4,500 (2019)/7,950 (Within 3-Years, 2021)

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

Current: # of hotel overnights utilized (State event/nonlocal) - 2,100 x \$350 = \$735,000 Annually.

Local event attendees – 4,200 x \$245 = \$1,029,000

Total Current: \$1,764,000 Annually

With Grant (2019): # of hotel overnights utilized (State event/nonlocal) – 4,500 x \$350 = \$1,575,000 Annually.

Local event attendees – 8,900 x \$245 = \$2,180,500

Total (First Year with Grant): \$3,755,500 Annually.

With Grant (3-Years, 2021): # of hotel overnights utilized (State event/nonlocal) – 7,950 x \$350 = \$2,782,500 Annually.

Local event attendees – 15,900 x \$245 = \$3,895,500 annually

Total (3-Years with Grant, 2021) = \$6,678,000.00 Annually.

(* Multiplier – see below *)

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

- * 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: \$3,755,500 (Immediate in 2019)/\$6,678,000.00 (Within 3-Years, 2021) Annually.

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

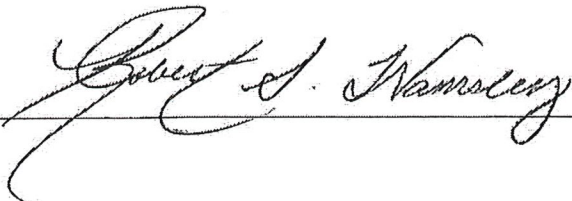
If yes, then list other grant requests: Nebraska Tourism Development Grant (Nebraska Department of Economic Development); Peter Kiewit Grant; Kimmel Grant; Dillon Grant

Support Letters: Support letters from the Nebraska Communities Playhouse Board of Directors, the Mayor and City Council of Hickman, and the Hickman Planning Commission are attached (see Attachment 8, Support Letters).

Non-Profit Certification: The IRS Determination Letter and Certification Letter from the Nebraska Secretary of State, identifying the Nebraska Communities Playhouse as a 501(c)(3) Nonprofit Corporation are attached (see Attachment 9, Nonprofit Certification).

Grant amount requested from Visitors Promotion Committee (see Attachment 10, Grant Amount Request).

\$295,863

Signature of Applicant 

Date 1/28/19

Return 17 copies of your 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

The Nebraska Communities Playhouse: Detailed Project Description (continued)

Interest in and support for community theater and other performing arts activities has increased exponentially with the rapid population growth of this area (Hickman, the centrally located city selected to host the communities' playhouse, was recently recognized as not only the fastest growing community of its size in Nebraska, but also the United States). Since opening in 2013 nearly every performance in the Playhouse has sold out and additional performances have had to be added to meet the growing demand for attendance. And repeatedly adding performances to meet this demand is very difficult with the all-volunteer actors and actresses, and other performing arts performers and playhouse's staff. Continually adding performances also impacts the playhouse's ability to prepare for future performances on its stage. The addition of the larger auditorium will help alleviate this problem and make the performances more available to those desiring to attend.

To support the Playhouse's expansion, the City of Hickman recently purchased the lots adjacent to the current Playhouse, tore down the existing building (the old Jack and Jill Store), leveled the lots and then sold the property to the non-profit community playhouse for its expansion. To support the Playhouse's expansion, the city invested \$195,000 in the purchase and lot preparation, and then sold the 2½ commercial lots, in the center of downtown Hickman, to the playhouse for \$14,500, the minimum amount allowed by law.

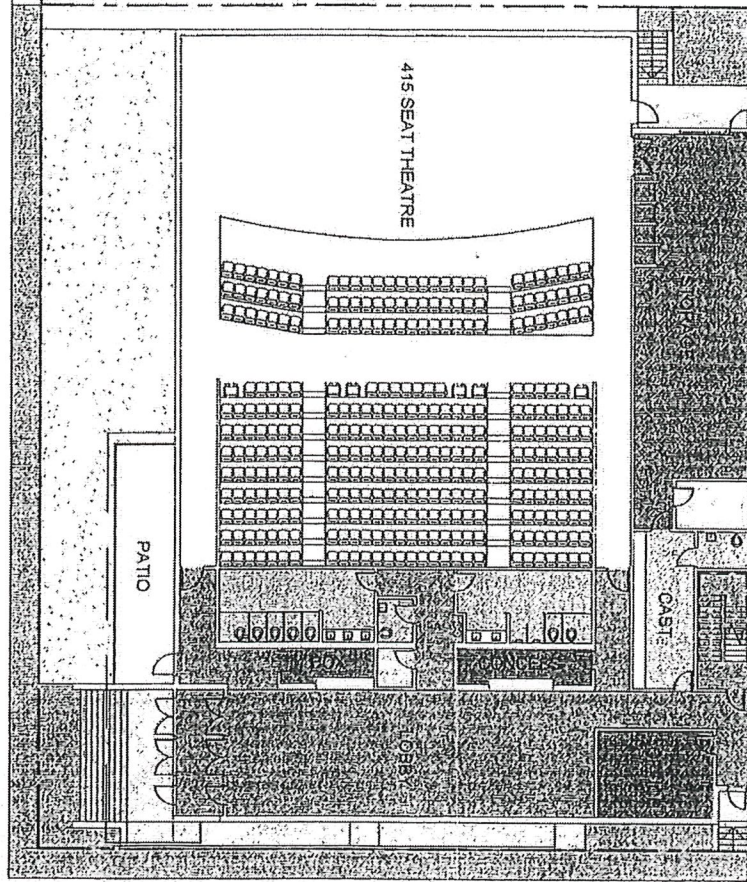
Adding a second, and larger, 420-person live performing arts space to the existing playhouse, benefits the communities in three ways. First, as mentioned, the additional seating is necessary to meet the growing demand for live theater and performing arts activities and space in its supported communities. Secondly, the new auditorium will *allow shared space* for performance rehearsals, youth theater, dance and voice lessons, musician performances, etc., while freeing larger auditorium space for major productions. The current 122-person 'one-theater space', while too small to meet the growing live theater requirements and demand, consumes much of the current playhouse's activities, with back-to-back performances, rehearsals, and set construction. However, with the addition of the second, larger auditorium, the existing playhouse theater will provide an excellent venue for supporting other performing arts activities, including youth theater. And finally, the new and larger playhouse will be a major visitor and tourist attraction for its supported communities, and bring literally thousands of people into the area that would otherwise not come there.

Enclosure 1 to this Attachment is the architect drawing of the new addition.

Enclosure 2 to this Attachment is the outside conceptual view of the new addition.

The design and scope of the project, along with the preliminary facility and project bids and budgets for this are included at **Attachment 5**.

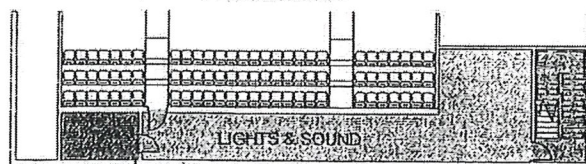
2ND STREET



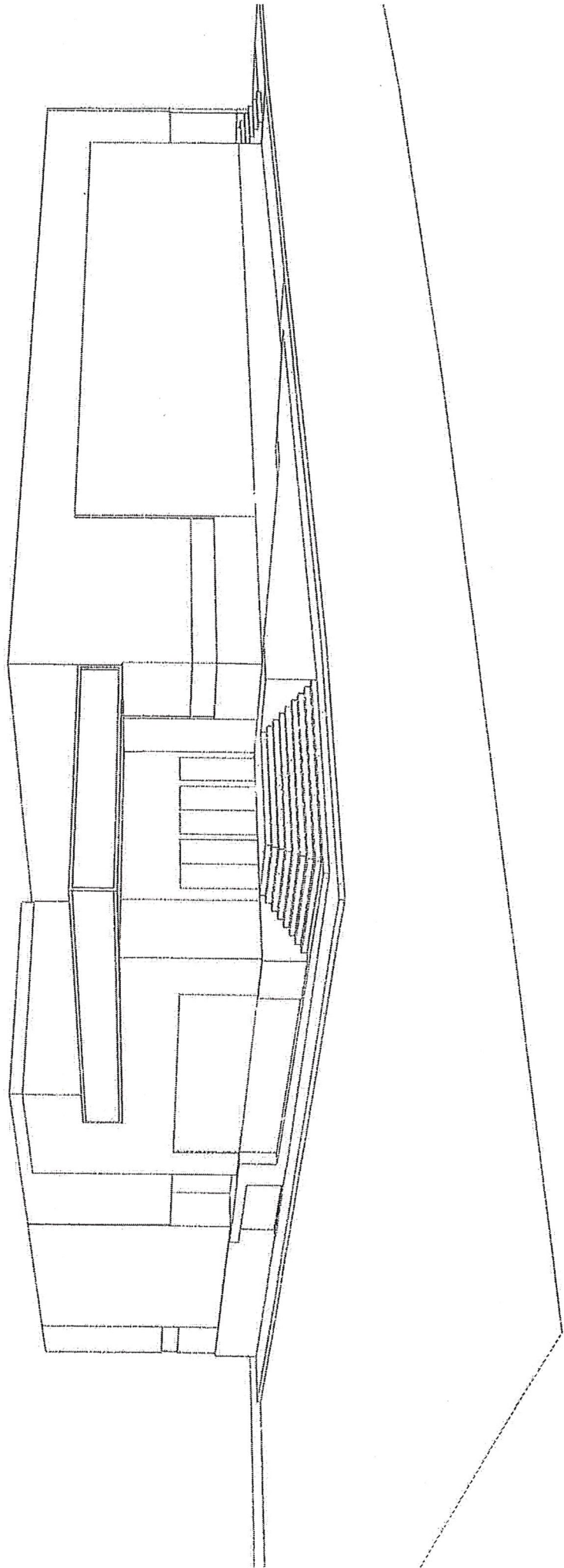
FIRST LEVEL FLOOR PLAN

LOCUST ST

SEATING CONTINUED FROM THEATRE



MEZZANINE



Client#: 96375

THEST17

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2019

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: Quentin Christensen
PHONE (A/C, No, Ext): 402-483-4500
FAX (A/C, No): 402-43-7977
E-MAIL ADDRESS: qchristensen@insproins.com
INSURER(S) AFFORDING COVERAGE: INSURER A: United States Liability Ins Co, NAIC #: 25895

INSURED: The Stage Theater, 225 Locust Street, Hickman, NE 68372

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. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Nebraska Community Playhouse is listed as a Named Insured on the Policy.
Lancaster County is listed as Additional Insured in respects to General Liability

CERTIFICATE HOLDER: Lancaster County, 555 S 10th St Rm 110, 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

ENDORSEMENT #2

This endorsement, issued by **United States Liability Insurance Company** to **The Stage Theater** forms a part of Policy Number **NPP1571666B** effective on **11/12/2018** (MO. DAY YR.) at 12:01 A.M.

Named Insured/Address Change Endorsement

It is hereby agreed and understood that the named insured and/or address of the named insured is amended to read as follows:

The Stage Theater and Nebraska Community Playhouse
225 Locust St
Hickman, NE 68372

All other terms and conditions of this Policy remain unchanged.