

## 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 **LINCOLN PARKS FOUNDATION**, 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 \$3,956.15 from the Lancaster County Visitors Improvement Fund ("Grant Funds").

**5. Term:** The term of this Grant Contract shall be from May 1, 2019 through June 30, 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 \$3,956.15 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 29<sup>th</sup> day of May, 2019.

LINCOLN PARKS FOUNDATION, a  
Nonprofit Corporation, Grantee.

  
Witness

BY:   
Maggie Stuckey, Executive Director

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: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of Commissioners

# ATTACHMENT A

## LANCASTER COUNTY VISITORS IMPROVEMENT FUND GRANT REQUEST

Name of Organization: Lincoln Parks Foundation. The mission of this 501(c)(3) organization is to inspire and nurture a philanthropic legacy for parks and recreation in our community.

Contact Person: Maggie Stuckey, Executive Director

Address/City/State/Zip: 3131 "O" Street, Suite 301, Lincoln, Nebraska 68510

Telephone: 402-441-8258 Email: Director@LincolnParks.org

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

Applicant Government/organization Federal ID number 36-3853746

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

Provide a detailed description of your exhibit/attraction: As envisioned by Capitol Architect Bertram Goodhue in 1922, Nebraska's Centennial Mall is the primary grand entrance to the Nebraska State Capitol. Dedicated in 1967 during the Nebraska Centennial and renovated in 2016, the seven-block public Mall serves as a scenic connection between the Capitol and the University of Nebraska campus in downtown Lincoln. The Mall provides flexible gathering spaces for visitors who want to learn more about the history of Nebraska and a place for future stories to be told.

Nebraska's Centennial Mall is owned by the City of Lincoln and managed by the Lincoln Parks and Recreation Department. Nearly 100,000 visitors and a variety of tours each year including an estimated 40,000 school children and teachers from across the state visit the State Capitol each year. Visitors to the State Capitol are encouraged to enjoy Nebraska's Centennial Mall as part of their visit.

Number of attendees estimated: Out of town 20,000 Local 10,000

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.

Since renovating Nebraska's Centennial Mall in 2016, there has been very little promotion to encourage visitors to enjoy this beautiful statewide treasure. This \$3,956.15 grant would be used to design and publish a full-color brochure to inspire people to visit the Mall. The brochure contains information, photographs and images about the Mall's built-in educational features such as the iconic 10-foot Chief Standing Bear statue, Native American design elements, and the Spirit of Nebraska Pathway that honors Nebraska Hall of Fame members and recognizes other Nebraskans, organizations, places, businesses and events. The 9" x 16" brochure includes a centerfold map which shows where these features are located, as well as links to the Nebraska Capitol, State History Museum, Lincoln Convention and Visitors Bureau, Downtown Lincoln, Lincoln Haymarket, Nebraska Education on Location and the University of Nebraska State Museum at Morrill Hall websites. Brochures fold down to 4" wide to easily fit tourist racks and will be available to all visitors at the Nebraska Capitol, Lincoln Visitors Center, Lincoln Parks and Recreation office, the University of Nebraska's Andersen Hall, Lincoln Children's Museum, Nebraska Commission of Indian Affairs, nearby hotels and other appropriate locations. The brochure will also be available for

viewing online at Lincoln Parks Foundation, Lincoln Parks and Recreation, State Capitol, Lincoln Convention and Visitors Bureau and the Nebraska Commission of Indian Affairs websites.

The Lincoln Parks Foundation provided funds for the development of this brochure. Part of request includes \$957.65 in design costs to help us determine printing costs. Once we receive this grant, the 31,000 brochures can immediately be printed and available to the public by early June 2019.

Project Start Date: Printed late May, 2019 once grant is approved. Completion Date: Early June, 2019.

Is this project part of a larger renovation project? No

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.

Cost for printing 31,000 number of brochures:

The brochures will be offered to all Capitol visitors, our primary target audience. Capitol staff will also send a brochure to all schools planning an upcoming visit and to all others who show an interest. A marketing plan and budget is attached.

Targeted demographics: Visitors to the Capitol, educators, school children, visitors to Lincoln including those from other countries, all ages and nationalities.

Do you anticipate submitting future applications for projects relating to this project? A future application may be considered for reprinting/updating the brochure in several years and/or additional promotional plans for the Mall.

Total projected budget:

Design: \$957.65

Printing: \$2,998.50

Total Expense: \$3,956.15 (.13/each brochure)

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

The brochure about Nebraska's Centennial Mall is designed to inspire more visitors to come to Lincoln to see the Mall, in addition to all the other amenities our community provides.

Estimated annual visitors: Local 10,000 Outside of Lincoln 20,000

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? Since Nebraska's Centennial Mall is free and open to the public, documenting number of visitors is not possible. Estimates are based on 33% of the annual number of visitors to the State Capitol which we hope to inspire to visit the Mall.

# of hotel overnights utilized 10,000 estimated x 350/state event = \$3.5 million  
(\* 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: \$3.5 million



Is this grant request in addition to other project related grant requests? No.

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**Grant amount requested from Visitors Promotion Committee: \$3,956.15**

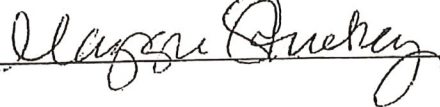
**Attachments/Letters of Support:**

1. Lynn Johnson, Director of Lincoln Parks and Recreation
2. Judi gaiashkibos, Executive Director, Nebraska Commission on Indian Affairs
3. Robert Ripley, Capitol Administrator

**Additional Attachments:**

1. Marketing Plan
2. Invoice for Design Work from Reynold Peterson
3. Quote for Printing 31,000 brochures from Eagle Printing and Sign
4. Lincoln Parks Foundation Proof of 501 (c) 3 status

Signature of Applicant



Date 4-22-2019

**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)



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

April 1, 2019

Jeff Maul, Executive Director  
Lincoln Convention and Visitors Bureau  
3 Landmark Centre  
1128 Lincoln, Mall, Suite 100  
Lincoln, NE 68508

RE: Visitor Promotion Fund Grant Request for Nebraska's Centennial Mall Brochures

Dear Mr. Maul;

The purpose of this letter is to support the grant request from the Lincoln Parks Foundation for design and printing of a visitor brochure for Nebraska's Centennial Mall.

Nebraska's Centennial Mall underwent a major renovation ahead of the Nebraska State Sesquicentennial Celebration in 2017. Themes of the renovation project include:

- telling stories of people, places and organizations of Nebraska,
- recognition and celebration of Nebraska's Native American heritage, and
- design references to Nebraska's iconic State Capitol

An informative website, "Nebraska Education on Lincoln", is linked to many of the interpretive panels by QR codes providing opportunities to delve deeper into stories of Nebraska.

We have received many requests for a brochure that highlights and explains the rich detailing of the renovated Mall. We plan to partner with organizations including the State Capitol, the Lincoln CVB Visitors Center, and the Nebraska History Museum to make brochures available to people visiting Lincoln so that they can learn more about Nebraska by taking a walking tour of Nebraska's Centennial Mall during their visit.

We appreciate consideration of the grant request to develop a high quality brochure introducing visitors to Nebraska's Centennial Mall. We have great stories to share!

Sincerely,

A handwritten signature in black ink that reads "Lynn Johnson".

Lynn Johnson  
Parks and Recreation Director





**Pete Ricketts**  
Governor

## STATE OF NEBRASKA

COMMISSION ON INDIAN AFFAIRS  
**Judi M. gaiashkibos, Executive Director**  
State Capitol, 6th Floor, P.O. Box 94981  
Lincoln, Nebraska (USA) 68509-4981  
Telephone: (402) 471-3475  
Facsimile: (402) 471-3392  
E-mail: [Judi.gaiashkibos@nebraska.gov](mailto:Judi.gaiashkibos@nebraska.gov)  
Website: [www.IndianAffairs.state.ne.us](http://www.IndianAffairs.state.ne.us)

April 10, 2019

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

Dear Mr. Maul and members of the Visitors Promotion Committee,

The Nebraska Commission on Indian Affairs is very supportive of the effort by the Lincoln Parks Foundation to publish a brochure that promotes the educational features along Nebraska's Centennial Mall.

The significant influence of Native Americans is expressed throughout the Mall's design. The 10-foot bronze statue of Ponca Chief Standing Bear located between P and Q Streets on the Mall is a highlight. This iconic sculpture by world-renowned sculptor Benjamin Victor was commissioned by Lincoln native Donald M. Campbell to memorialize the legacy of Chief Standing Bear.

Since the renovation in 2016, we have had nothing to give to people who ask about these features on Nebraska's Centennial Mall. This brochure is exactly what we need to promote the outstanding educational amenities along the Mall and to encourage visitors to spend additional time in Lincoln so they can visit this incredible attraction and learn more about Nebraska and our people.

We encourage you to support this request for funding. Thank you for your consideration.

Sincerely,

Judi M. gaiashkibos  
Executive Director  
Nebraska Commission on Indian Affairs

# NEBRASKA

Good Life. Great Preservation.

OFFICE OF THE CAPITOL COMMISSION

Pete Ricketts, Governor



March 27, 2019

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

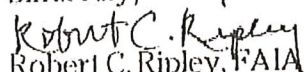
Dear Mr. Maul,

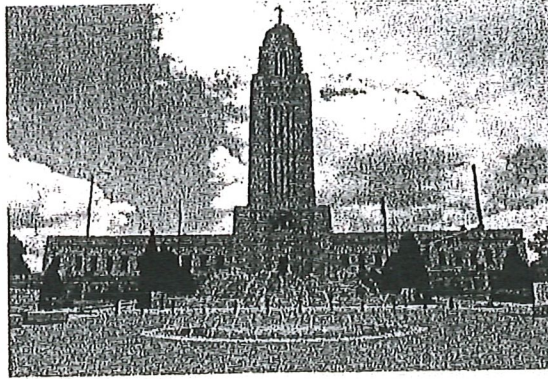
Now that the work to transform Centennial Mall into a visitor friendly link between the Nebraska State Capitol and the University of Nebraska is complete, we need to promote the unique features of the Mall that tell Nebraska's story. Visitor's from across the state and nation come to the Capitol to get a feel for Nebraska, and to visit the 14<sup>th</sup> floor observation deck. Stretching north to Campus, they see Centennial Mall. With the Capitol and University at either end, Centennial Mall is like the National Mall in Washington, D. C., a link between museums and attractions, and a promenade for pedestrians.

The beauty of living within a grid is the ability to take many routes to get around town. By promoting Centennial Mall as a destination, we can move visitors through downtown via a beautiful and educational link, with stops at restaurants and museums. The Centennial Mall brochure will benefit out of town visitors and local residents as they learn the amenities of downtown. The brochure, including the list of significant Nebraskans, will remind Nebraskans of our strengths. Lincoln is becoming a weekend get-a-way for larger cities in the region. As they look for relaxing ways to spend their time, Centennial Mall provides a safe place to stroll after dinner. With the brochure in hand, visitors will learn to appreciate Nebraska history and the beauty of our prairie culture. Teachers using the brochure as a guide can reinforce what the fourth graders on field trips learn in a fun and memorable walk. Football widows and widowers spending time downtown waiting for a Husker victory can use the brochure to guide them as they stroll on a pleasant fall day.

The Office of the Capitol Commission fully supports the Lincoln Parks Foundation application for a Lancaster County Visitors Promotion Grant and looks forward to using the Centennial Mall Brochure to promote Lincoln and Nebraska.

Sincerely,

  
Robert C. Ripley, FAIA  
Capitol Administrator



## Nebraska's Centennial Mall Brochure Marketing Plan and Budget

1. Copies of this beautiful brochure will be available to visitors at Nebraska Capitol, Lincoln Visitors Center, Lincoln Parks office, the University of Nebraska's Andersen Hall, Lincoln Children's Museum, Nebraska Commission of Indian Affairs, nearby hotels and other appropriate locations.
2. The brochure also will be available for viewing online at Lincoln Parks Foundation, Lincoln Parks and Recreation, the Spirit of Nebraska Pathway, State Capitol, Lincoln Convention and Visitors Bureau and the Nebraska Commission of Indian Affairs websites.
3. A social media campaign with information about and links to the new Nebraska's Centennial Mall brochure will be implemented by the Lincoln Parks Foundation and shared with the Lincoln Parks and Recreation Department, the Lincoln Convention and Visitors Bureau and the City of Lincoln.
4. Lincoln Parks and Recreation will include information about the brochure and Nebraska's Centennial Mall in an upcoming program guide. A total of 40,500 program guides are published quarterly. 35,000 are distributed via Lincoln Journal Star inserts, 2,000 distributed to City facilities, 500 additional for handouts and remaining distributed to 15 local newspaper pickup locations throughout Lincoln.
5. Pitch feature articles to Lincoln Journal Star, Omaha World-Herald, Midwest Living, Nebraska Life and other publications.

**BUDGET:** \$3,956.15 total cost for design and production of the brochure. Breakdown is: \$957.65/design and \$2,998.50/printing which is .13 cost for each brochure. All other plans to be implemented by Lincoln Parks Foundation and Lincoln Parks and Recreation Department staff.

INVOICE 2165

rpetersondesign

760 West Washington Street  
Lincoln, NE 68522  
402.560.4716  
rpetersondesign@gmail.com

4/1/19

**Design Centennial Mall Brochure / Lincoln Parks Foundation**

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Concept Development	\$ 80.00
layout & Design	240.00
Electronic Design	360.00
Art Direction	80.00
Account Service	80.00
Production	40.00
File Transfers	15.00
<hr/>	
<b>Total</b>	<b>\$ 895.00</b>
<b>Sales Tax</b>	<b>62.65</b>
<hr/> <hr/>	
<b>Grand Total</b>	<b>\$ 957.65</b>

*Prompt payment is greatly appreciated. Thank you.*



1340 "N" Street | P: 402.476.8156  
 Lincoln, NE 68508 | F: 402.476.8876

*EaglePrintingAndSign.com*


Susan Larson Rodenburg  
 SLR Communications  
 3155 Tihen Circle  
 Lincoln NE 68502  
 Phone: 402-440-3227  
 Fax: 421-1463  
 E-Mail Susan@SLRCommunications.com

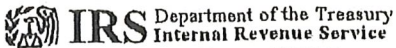
**Estimate**

No: 31315

Date: 4/16/19

Customer PO:

Quantity	Description	Amount
27,000	Centennial Mall Brochures, 16 x 9; 4 color process 2 sides; on 80# White Dull Text trim; score and double parallel reverse fold to 4 x 9	\$ 2,658.80
31,000	Centennial Mall Brochures, 16 x 9; 4 color process 2 sides; on 80# White Dull Text trim; score and double parallel reverse fold to 4 x 9	\$ 2,998.50
		



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248667580  
Aug. 05, 2010 LTR 4168C EO  
36-3853746 000000 00

00017279  
BODC: TE

LINCOLN PARKS & RECREATION FNDN  
% BILL WOITO  
2740 A ST  
LINCOLN NE 68502-3113



19045

Employer Identification Number: 36-3853746  
Person to Contact: Mr. Lockhart  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 29, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in December 1992.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.



0248667580  
Aug. 05, 2010 LTR 4168C E0  
36-3853746 000000 00  
00017280

LINCOLN PARKS & RECREATION FNDN  
% BILL WOITO  
2740 A ST  
LINCOLN NE 68502-3113

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

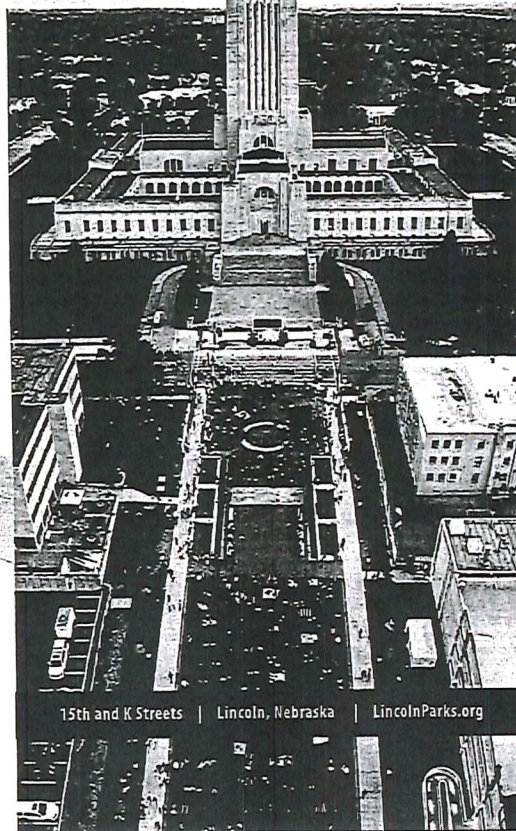


**The Legacy of Chief Standing Bear**

From his birth on the banks of the Niobrara River in Nebraska until his death in 1903, Chief Standing Bear spent his life in a constant struggle to gain equality and justice for our nation's Native Americans. In 1877, the federal government forced Chief Standing Bear and the Ponca Tribe from their homeland to a reservation in Oklahoma. To honor his son's dying wish to be buried in his homeland, Chief Standing Bear attempted to return to Nebraska and was arrested. In a historic 1879 court decision, he was found to be a "person under the law" and freed.

To memorialize this civil rights story, Lincoln native Donald M. Campbell commissioned world-renowned sculptor Benjamin Victor to create a 10-foot bronze statue commemorating the historic 1879 Omaha courtroom scene where Chief Standing Bear so eloquently stated, "I Am a Man." The statue was installed on Nebraska's Centennial Mall in 2017.

## Nebraska's Centennial Mall A Tribute to All Nebraskans



15th and K Streets | Lincoln, Nebraska | LincolnParks.org



Photo by Mark Tenny

### WELCOME TO NEBRASKA'S CENTENNIAL MALL!

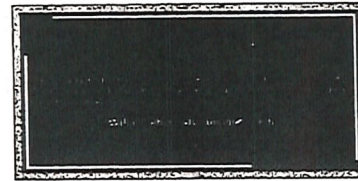
As envisioned by Capitol Architect Bertram Goodhue in 1922, Nebraska's Centennial Mall is the primary grand entrance to the Nebraska Capitol. Dedicated in 1967 during the Nebraska Centennial and renovated in 2016, the seven-block public Mall serves as a scenic connection between the Capitol and the University of Nebraska campus. The Mall provides flexible gathering spaces and opportunities for visitors who want to learn more about the history of Nebraska and a place for future stories to be told.

Nebraska's Centennial Mall is located on 15th Street between K and R Streets in Downtown Lincoln, Nebraska.

### Spirit of Nebraska Pathway

The Spirit of Nebraska Pathway is a series of granite and bronze tiles along the twin walkways of Nebraska's Centennial Mall. The pathway program recognizes people, places, organizations, businesses and events of Nebraska. All members of the Nebraska Hall of Fame are recognized along the Spirit of Nebraska Pathway. The bronze tiles have interactive QR codes which link to a website with photos and stories of those featured: SpiritofNebraskaPathway.org.

Tiles are available for sponsorship. To find out more, please visit LincolnParks.org or call the Lincoln Parks Foundation at 402-441-8258.

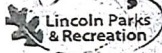


### Native American Recognition

The significant influence of Native Americans is expressed throughout the Mall's design. A 'light circle' that recognizes 27 tribes associated with Nebraska history, is part of a native landscape garden located north of the fountain between P and Q Streets. Native American words, symbols and design patterns are incorporated into features throughout the Mall. A Pow Wow gathering circle at the north end provides a celebration and gathering space for all Mall visitors, with special appreciation for Native Americans in the Nebraska region.



Photos by Kelsey Malone



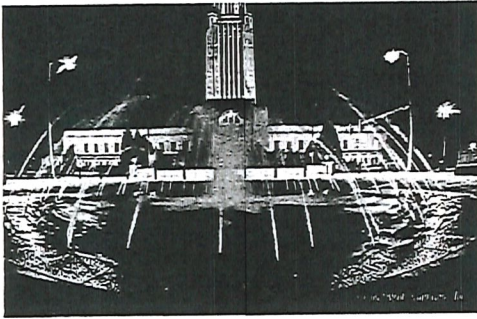
For more about Nebraska's Centennial Mall, contact the Lincoln Parks Foundation: [LincolnParks.org](http://LincolnParks.org) or 402-441-8258

#### Nearby Places to Visit:

Nebraska Capitol: <http://capitol.nebraska.gov>  
 Nebraska State History Museum: <https://history.nebraska.gov>  
 University of Nebraska State Museum at Morrill Hall: <http://museum.unl.edu>  
 Dining, shopping and entertainment in Lincoln: <http://www.lincoln.org>  
 Downtown Lincoln: <https://downtownlincoln.org>  
 Lincoln Haymarket: <https://lincolnhaymarket.org>

### Features along Nebraska's Centennial Mall

- ~ Capitol Fountain depicting the Great Seal of the State of Nebraska
- ~ Innovation to Imagination Fountain and Plaza
- ~ Pathway tiles with stories of Nebraska
- ~ Native landscapes
- ~ Missouri River Fountain and Plaza with the State of Nebraska map depicting eco-regions, rivers, the Union Pacific transcontinental railroad route, Chief Standing Bear's Ponca Trail of Tears and county seats
- ~ Chief Standing Bear statue
- ~ Plaza gathering areas
- ~ Sustainable features
- ~ Native American recognition
- ~ Tree-lined vistas of the State Capitol and the University of Nebraska
- ~ Educational and interpretive features
- ~ Native American patterns stenciled along band at the crosswalks
- ~ Large grassy lawns for events
- ~ Design motifs from the State Capitol

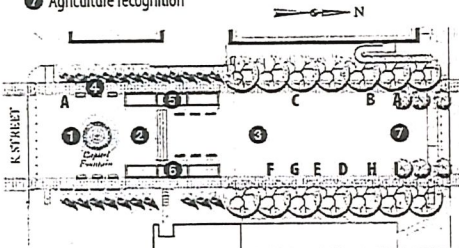


### Capitol Fountain and Plaza

K to L Streets: *We the People*

#### FEATURES

- 1 Capitol Fountain and the Great Seal of the State of Nebraska
- 2 Plaza gathering area
- 3 Flexible greenspace for events
- 4 Spirit of Nebraska Pathway
- 5 Limestone planters reflect the north entrance of the Capitol
- 6 Native grasses in the planters
- 7 Agriculture recognition



#### Spirit of Nebraska Pathway Notable Tiles:

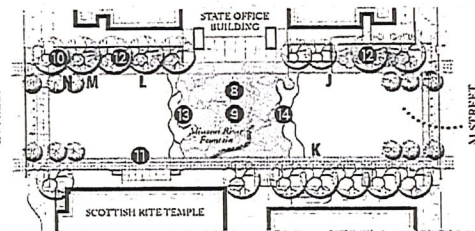
- |                             |                      |
|-----------------------------|----------------------|
| A President Abraham Lincoln | F George Norris      |
| B William Jennings Bryan    | G Gilbert Hitchcock  |
| C Red Cloud                 | H J. Sterling Morton |
| D Grace Abbott              | I John J. Pershing   |
| E Glenn Korff               |                      |

### Missouri River Fountain and Nebraska Heritage Plaza

L to M Streets: *Our Home Nebraska*

#### FEATURES

- 8 Colored pavers represent ecological regions with tallgrass prairie in the east, short grass prairie in the west
- 9 State of Nebraska map shows rivers, county seats, Union Pacific transcontinental railroad route, and Chief Standing Bear's Ponca Tribe Trail
- 10 Sculpture "Wind Spirit" by Sculptor Paul Lindard
- 11 Granite tiles depicting Nebraska's 93 counties border the plaza
- 12 Seating areas on the west side of the block are tributes to the Platte River and Ogallala Aquifer, Nebraska's primary water resources
- 13 Native grasses and wildflowers bordering the plaza
- 14 Native American Recognition:
  - Limestone walls near the State of Nebraska map feature the names of the four current Nebraska tribes (Ponca, Santee Sioux, Winnebago, Omaha).
  - Planter border patterns representative of tribal beadwork patterns.
  - Chief Standing Bear's Ponca Tribe Trail from their home in Nebraska to Oklahoma is symbolically shown on the map with medallions that mark camp locations.
  - Missouri River Fountain: Located on the east side of the plaza, this recognizes Nebraska's eastern border.
  - Spirit of Nebraska Pathway tiles: Pawnee Tribe, Santee Sioux Tribe of Nebraska, Otoe Missouri, Winnebago Tribe of Nebraska, Omaha Tribe of Nebraska, Standing Bear Trail and Osni Ponca.



#### Spirit of Nebraska Pathway Notable Tiles:

- |                    |
|--------------------|
| J Ogallala Aquifer |
| K Platte River     |
| L Union Pacific    |
| M Chimney Rock     |
| N Loren Eiseley    |

#### M to P Streets: Community Mosaic of Nebraskans

*Celebration of social and commerce activities*

#### FEATURES

- Vibrant urban environment
- Festival space
- Tree-lined vista to the Capitol
- Rain gardens at intersections
- Nebraska History Museum

#### Spirit of Nebraska Pathway Notable Tiles:

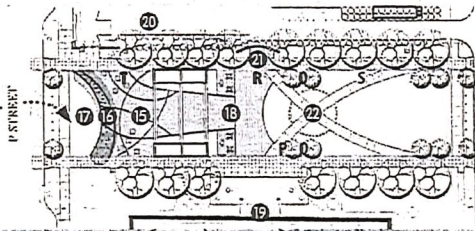
Feature individuals, businesses and organizations who have contributed to the success of the State in everyday life.

### Imagination to Innovation Fountain and Plaza

P to Q Streets: *Sparking the Good Life*

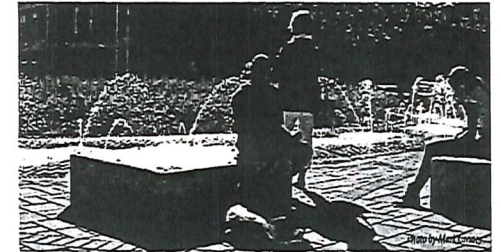
#### FEATURES

- 15 Imagination to Innovation Fountain and plaza
- 16 Fountain with "jumping jets" of water represent playfulness and creativity
- 17 Prairie landscape at the south end of the block
- 18 Seating areas
- 19 University of Nebraska's Anderson Hall
- 20 Lincoln Children's Museum
- 21 "Standing Bear, Chief of the Ponca" portrait sculpture by Benjamin Victor
- 22 Native American Recognition:
  - Spirit of Nebraska Pathway tiles: Chief Standing Bear and Sisseton La Flesche Tibbles.
  - Limestone seating blocks north of fountain represent children's building blocks and are engraved with letters from the alphabet and symbols from Native American tribes (deer, spirit, wind, sky, star, and buffalo, rain cloud and sky).
  - Limestone-tiered walls north of the fountain are engraved with words formed from the letters and symbols seen on the seating blocks.
  - Light Circle: A "light circle" recognizes the 27 Native American tribes with Nebraska ties. This area includes plants used in traditional native life for paints, medicines, healing and everyday use.



#### Spirit of Nebraska Pathway Notable Tiles:

- |                               |
|-------------------------------|
| O Bess Streeter Aldrich       |
| P Willa Cather                |
| Q John G. Neihardt            |
| R Chief Standing Bear         |
| S Sisseton La Flesche Tibbles |
| T Glenn Korff                 |

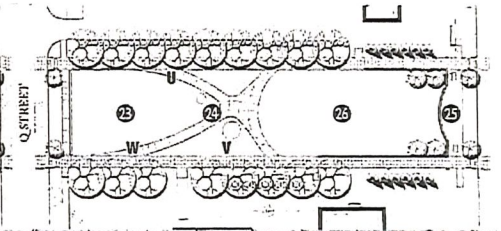


### Imagination to Innovation Fountain and Plaza

Q to R Streets: *Sparking the Good Life*

#### FEATURES

- 23 Flexible greenspace
- 24 Tem and Pth sculptures by Jene Highstein
- 25 Reflection Plaza featuring the evolution of the Mall
  - Interpretive panels tell the story of the Capitol City, the State Capitol and Nebraska's Centennial Mall.
- 26 Native American recognition:
  - Grandfather Rocks: Tem and Pth art sculptures by Jane Highstein are symbolic of Lincoln's "Grandfather Rocks" which hold/represent the history of Lincoln.
  - Gathering Circle: A 70' diameter circular gathering area is available for pow wows, performance arts, bands and events. North of the circle, a grassy natural amphitheater provides seating.



#### Spirit of Nebraska Pathway Notable Tiles:

- |                          |
|--------------------------|
| U Charles Bessey         |
| V Nathan Roscoe Pound    |
| W Hartley Burr Alexander |



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).

<b>PRODUCER</b> INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Quentin Christensen
	<b>PHONE (A/C, No, Ext):</b> 402-483-4500 <b>FAX (A/C, No):</b> 402-483-7977 <b>E-MAIL ADDRESS:</b> qchristensen@insproins.com
<b>INSURED</b> Lincoln Parks & Recreation Foundation 3130 O Street, Suite 301 Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Philadelphia Insurance Co.      18058
	INSURER B : First Comp      27626
	INSURER C :
	INSURER D :
	INSURER E :

**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1810783	06/21/2018	06/21/2019	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			PHPK1810783	06/21/2018	06/21/2019	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB626502	06/21/2018	06/21/2019	EACH OCCURRENCE      \$1,000,000 AGGREGATE      \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	AWC000360501	06/21/2018	06/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$100,000 E.L. DISEASE - EA EMPLOYEE      \$100,000 E.L. DISEASE - POLICY LIMIT      \$500,000

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

<b>CERTIFICATE HOLDER</b> Lancaster County 555 S. 10th Street Lincoln, NE 68508	<b>CANCELLATION</b> 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 