

**STAFF MEETING MINUTES  
LANCASTER COUNTY BOARD OF COMMISSIONERS  
THURSDAY, JULY 11, 2019  
COUNTY-CITY BUILDING  
ROOM 113 - BILL LUXFORD STUDIO  
8:30 A.M.**

Commissioners Present: Roma Amundson, Chair; Sean Flowerday, Vice Chair; Deb Schorr, Rick Vest and Christa Yoakum

Others Present: Ann Ames, Deputy Chief Administrative Officer; Dan Nolte, County Clerk; Cori Beattie, Deputy County Clerk; and Leslie Brestel, County Clerk's Office

*Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska web site and provided to the media on July 10, 2019.*

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:31 a.m.

**AGENDA ITEM**

**1) APPROVAL OF STAFF MEETING MINUTES FOR JULY 9, 2019**

**MOTION:** Vest moved and Schorr seconded approval of the July 9, 2019 Staff Meeting minutes. Schorr, Amundson, Vest, Flowerday and Yoakum voted yes. Motion carried 5-0.

**2) POTENTIAL REQUEST FROM LINCOLN CHILDREN'S ZOO FOR VISITORS IMPROVEMENT FUND GRANT OF \$600,000 (\$300,000 FOR 2025 AND 2026) – John Chapo, Lincoln Children's Zoo President & CEO**

Chapo reviewed a PowerPoint presentation and said the Lincoln Children's Zoo requests an additional \$600,000 from the Visitors Improvement fund (Exhibit A). Flowerday added the Lincoln Children's Zoo has offered to defer current Visitors Improvement Fund grant payments for zoo improvements for two years.

When asked about the timeline for expansion, Chapo answered the goal is to have construction completed by May 2020.

Schorr said she would like input from the Visitors Promotion Committee (VPC).

Flowerday suggested future discussion be held on whether any additional funding would cause an amendment with the current grant contract or create a new grant contract.

**3) INNOVATIVE REENTRY STRATEGIES (GRANT APPLICATION AND LETTER OF RECOMMENDATION) – Kim Etherton, Lancaster County Community Corrections Director**

Etherton reviewed a \$2,000,000 grant application (\$1,000,000 from the federal government and

\$1,000,000 match from the County) to the Bureau of Justice Assistance for a women's reentry program which requires a signed letter of commitment from the Board (see agenda packet). The purpose of the grant is to lower rebooking rates.

The first year of the grant is planning, including training with a consultant on gender specific risks/needs for women. The consultant will also train employees to train other departments.

The grant also requires a re-entry specialist at the Correctional Center who identifies individuals not eligible for the re-entry program and starts the discharge process with the individuals at the time their sentence begins to connect them with resources. Additionally, a mental health/substance use clinician and a peer support recovery specialist would also be needed. The grant funds would cover the positions 100%, 75% and 50% in years two, three and four, respectively. The County would be responsible for those staff positions after the grant is expended in fiscal year 2024.

Flowerday and Schorr said they are supportive of this grant.

**MOTION:** Schorr moved and Vest seconded to authorize the Chair to sign the grant application. Schorr, Amundson, Vest, Flowerday and Yoakum voted yes. Motion carried 5-0.

NOTE: In addition to the letter of recommendation (see agenda packet), the grant program requirements were also signed (Exhibit B).

Vest exited the meeting at 9:09 a.m.

**4) EMERGENCY PROTECTIVE CUSTODY CONTRACT WITH THE BRIDGE AND REGION V**  
– Scott Etherton, Lancaster County Mental Health Crisis Center Director

The item was removed from the agenda.

**ACTION ITEM**

**A.** Re-appointment of Roma Amundson to the Public Building Commission

**MOTION:** Schorr moved and Yoakum seconded to re-appointment Amundson to the Public Building Commission. Schorr, Amundson, Flowerday and Yoakum voted yes. Vest was absent. Motion carried 4-0.

**CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT**

**A.** County Board Initiatives Update

Regarding the Substance Abuse and Mental Health Services Administration (SAMHSA) Learning Collaborative, Schorr stated the Nebraska Association of County Officials (NACO) distributed a survey to city and county attorneys across Nebraska regarding the availability of community programs.

Ames stated the deadline to submit annual report items is tomorrow.

- B.** Claim for Review of Voucher #649853 for \$240.54 from Karen Pullen, Veterans Services (P-Card not used for lodging).
- C.** Claim for Review of Voucher #649852 For \$279.64 from Elgin Hunt, Veterans Services (P-Card not used for lodging).
- D.** Claim for Review of Voucher #649851 for \$306.46 from Richard Ringlein, Veterans Services (P-Card not used for lodging)

Ames said the employees in Veterans Services will each be receiving their own Purchase Card (P-Card).

**MOTION:** Schorr moved and Flowerday seconded to move Items 10b, 10C, and 10D to the next Tuesday agenda as regular claims. Schorr, Amundson, Flowerday and Yoakum voted yes. Vest was absent. Motion carried 4-0.

Vest returned to the meeting at 9:14 a.m.

- E.** BOE/TERC Expert Contract Discussion for Upcoming Year

The Tax Equalization Review Commission (TERC) Expert contract will be discussed at the July 25 staff meeting.

- F.** NACO Hotel Room Needs for December Conference

Flowerday, Vest and Yoakum need hotel reservations for December 11 and 12.

- G.** July Management Team

The July Management Team meeting is cancelled.

### **DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED**

- A.** Lincoln Chamber of Commerce Coffee – Amundson/Flowerday

Schorr said discussion was held on the new City Council members, Lincoln Public Schools budget and strategic plan, technology co-op with Omaha, Legislative conference, Chief Administrative Officer (CAO) search, Confined Animal Feeding Operations (CAFO) process and the County's 2020 budget.

- B.** Public Building Commission Chair meeting with the Mayor – Amundson

No meeting.

- C.** Lancaster County Chair/Vice-Chair meeting with Planning – Amundson/Flowerday

No meeting.

- D.** Public Building Commission – Amundson/Flowerday

Amundson reported the following items were discussed: the Lincoln-Lancaster Health Department

dental remodel, proposed Hall of Justice entry remodel (Exhibit C), and the upcoming Hall of Justice free library.

**E.** Lincoln-Lancaster County Board of Health – Flowerday

Meeting was cancelled.

**F.** Lancaster County Mental Health Crisis Center Advisory Board – Yoakum

Meeting was cancelled.

**5) HIRING OF TWO SHERIFF DEPUTIES** – Lancaster County Sheriff Terry Wagner; Lancaster County Chief Deputy Sheriff Todd Duncan; and Lancaster County Sheriff Captain John Vik

Wagner reviewed the hiring process for one deputy due to an upcoming retirement (Exhibit D).

Vik discussed the need for an additional deputy as presented in 2017 with a plan to add six deputies in six years stating the need is due to officer safety, crime trends and calls for service. Outside of specialized positions, the Sheriff's patrol staff has not been increased in 40 years.

Vik reviewed the mental health related calls for service history (Exhibit E).

Duncan showed a traffic stop video clip (Exhibit F).

**MOTION:** Flowerday moved and Yoakum seconded to authorize the hiring of a deputy due to the upcoming retirement. Schorr, Amundson, Vest, Flowerday and Yoakum voted yes. Motion carried 5-0.

**6) WOMEN'S VOICES SURVEY** – Kathie Uhrmacher and Lyndie Nader, Mayor's Commission on Women

Uhrmacher and Nader reviewed the 2018 Women's Voices Project survey results (see agenda packet), noting the increase in reports of violence and discrimination from the previous survey conducted in 2012. Nader noted there was more disclosure on emotional, mental, psychological, financial abuse and discrimination based on race, sexual orientation and gender identity. Housing cost and quality were also a concern.

Nader stated the data was compared to national census data and this survey is very in-line with the national data.

Yoakum felt there needs to be educational opportunities for new immigrant populations, especially regarding domestic violence. Uhrmacher said partnerships with various advocacy groups are helping to offer education on domestic violence and sexual assault awareness and prevention.

Commissioners Yoakum, Schorr and Amundson requested additional information be sent to their office.



**7) VISITORS IMPROVEMENT FUND GRANT CONTRACT WITH LANCASTER COUNTY AGRICULTURAL SOCIETY FOR NATIONAL HIGH SCHOOL FINALS RODEO – Roma Amundson, Lancaster County Board Chair**

Vest distributed and reviewed the National High School Finals Rodeo (NHSFR) grant contract (Exhibit G). Flowerday stated he supports this contract.

When asked about Dennis Meyer's role regarding oversight of the contract, Vest said it would be the same as any Visitors Promotion Committee (VPC) grant. Meyer added he felt there is no reason for the Second Look Committee with this rewritten contract.

Yoakum felt the Board should receive informal quarterly reports from the Agricultural Society regarding the NHSFR.

**MOTION:** Vest moved and Flowerday seconded to approve the language in the contract as amended (see Exhibit G).

Schorr clarified the contract would be moved to a Tuesday agenda for final approval.

Vest clarified the informal quarterly reports would not be written into the contract.

Amundson restated the motion is to approve the language in the contract as amended. The contract will move to a Tuesday agenda.

**ROLL CALL:** Amundson, Vest, Flowerday and Yoakum voted yes. Schorr abstained. Motion carried 4-0 with one abstention.

**8) BUDGET UPDATE – Dennis Meyer, Budget & Fiscal Officer**

Meyer reviewed the additional Full Time Equivalent (FTE) personnel requests (see agenda packet).

**MOTION:** Schorr moved and Vest seconded to not add any additional FTEs this fiscal year.

Regarding the Title IV-D funding for the proposed additional Child Support Attorney in the County Attorney's Office, Vest asked how long those funds last. Pat Condon, County Attorney, answered the funds are reimbursed every year. Additionally, there is an indirect cost reimbursement for that position as well. After the reimbursements, the estimated annual cost to the County for the position would be \$17,024. Currently, there are two attorneys in the Child Support Division handling 11,000 cases.

Meyer stated the federal incentives appear as a revenue source for the County Attorney's Office. Condon added he will research the amount and report back to the Board.

Flowerday said he wants to review the County Attorney's request, one of the Public Defender's requests and the Sheriff's Office request at mid-year and added he is supportive of no additional FTE requests at this point.

Meyer suggested including the list of proposed FTEs at the mid-year budget meeting.

**ROLL CALL:** Schorr, Vest, Flowerday, Amundson and Yoakum voted yes. Motion carried 5-0.

Meyer reviewed the Keno Fund budget proposed distributions (see agenda packet). It was the consensus of the Board to distribute the funds as presented.

Meyer reviewed the Fiscal Year 2019-2020 budget information (Exhibit H). No additional funds will be deposited into the County-Wide Sinking Fund this year. It was the consensus of the Board to distribute the County-Wide Sinking funds as presented.

The Board will discuss the County Engineer's budget requests at the next staff meeting.

Meyer said the proposed County budget has a deficit of over \$4,000,000.

Meyer stated a property tax increase of \$.01 would equal \$2,800,000.

Flowerday said to address the budget shortfall, the Railroad Transportation Safety District (RTSD) levy could be reduced by \$.015 and the County levy could be raised by \$.015 to generate a taxpayer-neutral balanced budget. He added he would only be supportive of this idea if the RTSD levy would be raised at least \$.0075 when a County-wide wheel tax is implemented in fiscal year 2021. He would not be supportive of any cuts that would interfere with RTSD contracts that have already been signed. Schorr said she would not be supportive until the RTSD has had an opportunity to review the proposed reductions.

Vest confirmed that this budget proposal allows for funds to be deposited into the cash reserve.

Meyer added the discussion with the County Engineer will also help in determining how to balance the budget as the original budget request was an increase of \$4,200,000. He will research the amount of funds to be encumbered and report back to the Board. Amundson would like to know what amount is encumbered for supplies outside of projects.

There will be no additional staff meeting scheduled for next Tuesday.

## **9) ACTION ITEM**

- A.** Re-appointment of Roma Amundson to the Public Building Commission

Item moved forward on agenda.

## **10) CHIEF DEPUTY ADMINISTRATIVE OFFICER REPORT**

- A.** County Board Initiatives Update
- B.** Claim for Review of Voucher #649853 for \$240.54 from Karen Pullen, Veterans Services (P-Card not used for lodging).
- C.** Claim for Review of Voucher #649852 For \$279.64 from Elgin Hunt, Veterans Services (P-Card not used for lodging).

- D. Claim for Review of Voucher #649851 for \$306.46 from Richard Ringlein, Veterans Services (P-Card not used for lodging)
- E. BOE/TERC Expert Contract Discussion for Upcoming Year
- F. NACO Hotel Room Needs for December Conference
- G. July Management Team

Items A-G moved forward on agenda.

**11) DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED**

- A. Lincoln Chamber of Commerce Coffee – Amundson/Flowerday
- B. Public Building Commission Chair meeting with the Mayor – Amundson
- C. Lancaster County Chair/Vice-Chair meeting with Planning – Amundson/Flowerday
- D. Public Building Commission – Amundson/Flowerday
- E. Lincoln-Lancaster County Board of Health – Flowerday
- F. Lancaster County Mental Health Crisis Center Advisory Board – Yoakum

Items A-F moved forward on agenda.

**12) SCHEDULE OF BOARD MEMBER MEETINGS**

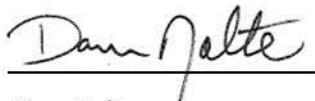
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**13) EMERGENCY ITEMS**

There were no emergency items.

**14) ADJOURNMENT**

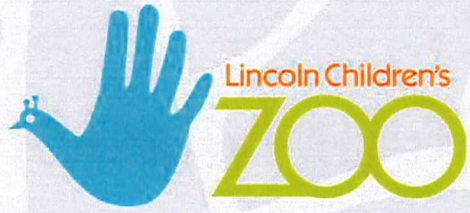
**MOTION:** Schorr moved and Vest seconded to adjourn at 10:52 a.m. Schorr, Vest, Flowerday, Amundson and Yoakum voted yes. Motion carried 5-0.



Dan Nolte  
Lancaster County Clerk







tabbies®

EXHIBIT

A





# Our Mission

To Enrich Lives Through Firsthand  
Interaction With Living Things





FEATURED

# County Board approves \$2.1M grant to ZOO

KEVIN ABOUREZK Lincoln Journal Star Jul 19, 2016

In the three years since....

- The Zoo has had over 636,000 visitors
- More than 167,000 visitors came from outside Lancaster County
- We have spent \$20.4MM in Construction
- Our operating budget has grown 37% to nearly \$4.5MM



## Since Opening



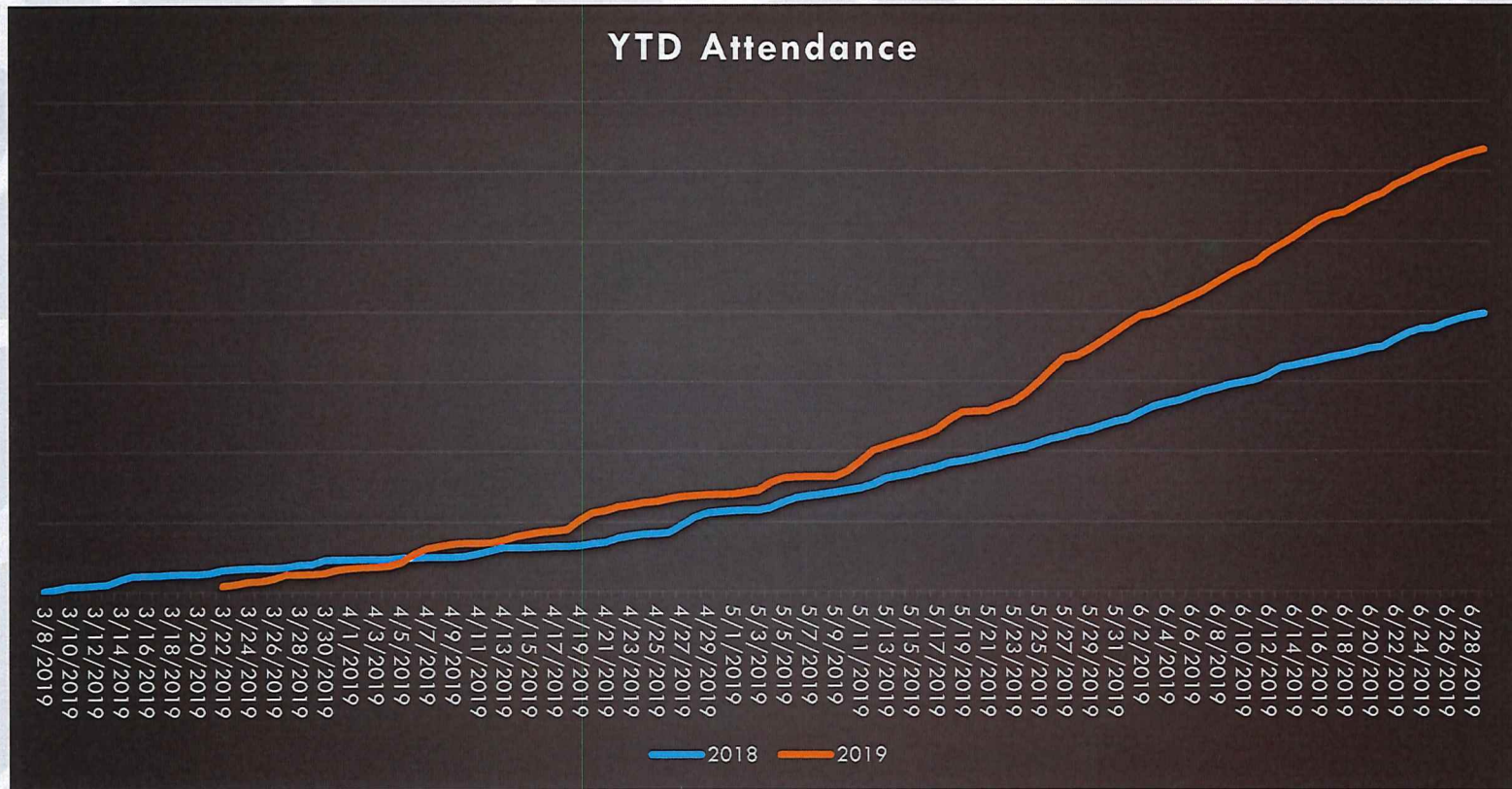
79,000 pieces of lettuce  
have been fed to giraffes

31.5% of Google searches  
for the Zoo have originated  
from outside Lincoln

53% of traffic on our website  
came from outside Lincoln.  
23% from out of state



# Attendance



We are currently on track to have more than a quarter of a million visitors in 2019.



# Zoo Brings and Keeps Visitors in Lincoln

**Lincoln Children's Zoo**  
1222 S 27th St, Lincoln, NE

4.6 ★★★★★ 1,654 reviews

Sort by: Most relevant

Write a review

must see.

Like

**Marcus Powers**  
Local Guide · 34 reviews · 1 photo  
4 weeks ago  
★★★★★  
If you have kids, this is a must-visit in Lincoln. While the Omaha zoo just down I-80 is amazing in it's size and breadth of animals, the Lincoln zoo is a hidden gem. One of my favorite parts is how most of the zoo is shady, so even in the summer it feels cool once you're wandering about. Kids simply love this place, and it's laid out in a way that doesn't wear you out walking for what seems like miles between exhibits. A good balance of cool shade, well curated animal exhibits, and other elements for kids play make this a very special zoo. They just expanded to add girafes, tigers, and some other exhibits. Pro tip: Never miss a train ride. Buy the tickets at the gate and catch the ride on the way out.

Like

**Lincoln Children's Zoo**  
1222 S 27th St, Lincoln, NE

4.6 ★★★★★ 1,654 reviews

Sort by: Most relevant

Write a review

**Everett Henry**  
Local Guide · 74 reviews · 84 photos  
a month ago  
★★★★★  
Incredible landscaping. Beautiful tree and flower varieties. You can look at all of the exhibits in the morning. Very relaxing and enjoyable walk. Nice and cozy compared to the Omaha zoo.

Like

**Hannah Petersen**  
7 reviews  
a month ago  
★★★★★

**Lincoln Children's Zoo**  
1222 S 27th St, Lincoln, NE

4.6 ★★★★★ 1,654 reviews

Sort by: Most relevant

Write a review

**Scott Susman**  
Local Guide · 30 reviews · 16 photos  
3 weeks ago  
★★★★★  
I was blown away with this zoo. You can get so much closer to each animal and with so much less walking between them than at the big Omaha zoo. My family will definitely be back - probably a lot.

Like

Lincoln Children's ZOO  
Learn firsthand.





- In the last two years, The Lincoln Children's Zoo attracted \$50.48MM of new spending to Lancaster County.
- 46% of the Zoo's attendance either came from out of town, or would have travelled out of town to another attraction if the Lincoln Children's Zoo was not present.



# Lincoln Children's Zoo in the News





# Lincoln Children's Zoo in the News

### MIDLANDS Omaha World-Herald

#### Mayor aims to bring 4 areas, 1,000 people into Omaha

City aims to bring 4 areas, 1,000 people into Omaha

City aims to bring 4 areas, 1,000 people into Omaha

City aims to bring 4 areas, 1,000 people into Omaha

### WESTSIDE SCHOOLS Board backs termination of teacher's contract

After a 14-hour hearing, members of the board report detailing decision on popular teacher, coach

After a 14-hour hearing, members of the board report detailing decision on popular teacher, coach

SIZE WILL DOUBLE

### LINCOLN CHILDREN'S ZOO REACHES A 'CRESCENDO'

Expansion is 'the biggest thing for the zoo since it opened,' director says

Expansion is 'the biggest thing for the zoo since it opened,' director says

### SAFETY SUBURBS, FROD Bill to improve mass transit outside Duon County adv

Bill to improve mass transit outside Duon County adv

### Zoo: More attractions to come as part of the \$24 million, 8-acre expansion

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### PILOT PROGRAM EXPANDS Mental health therapists will be at each police precinct

Mental health therapists will be at each police precinct

### Deadline looms for lowans to get aid before utilities can be shut off

Deadline looms for lowans to get aid before utilities can be shut off





# Reasons to Love your Zoo

- Annual operations are funded through earned revenue and private philanthropic support – no tax dollars
- Over 2,500 children in educational programs yearly
- Home to Lincoln Public School Science Focus Program
- Donates over \$250,000 of tickets, train rides and memberships annually
- For the five years leading up to the expansion, Your Lincoln Children's Zoo has been one of the Top 20 fastest growing Zoo's in the Country







# New Entrance



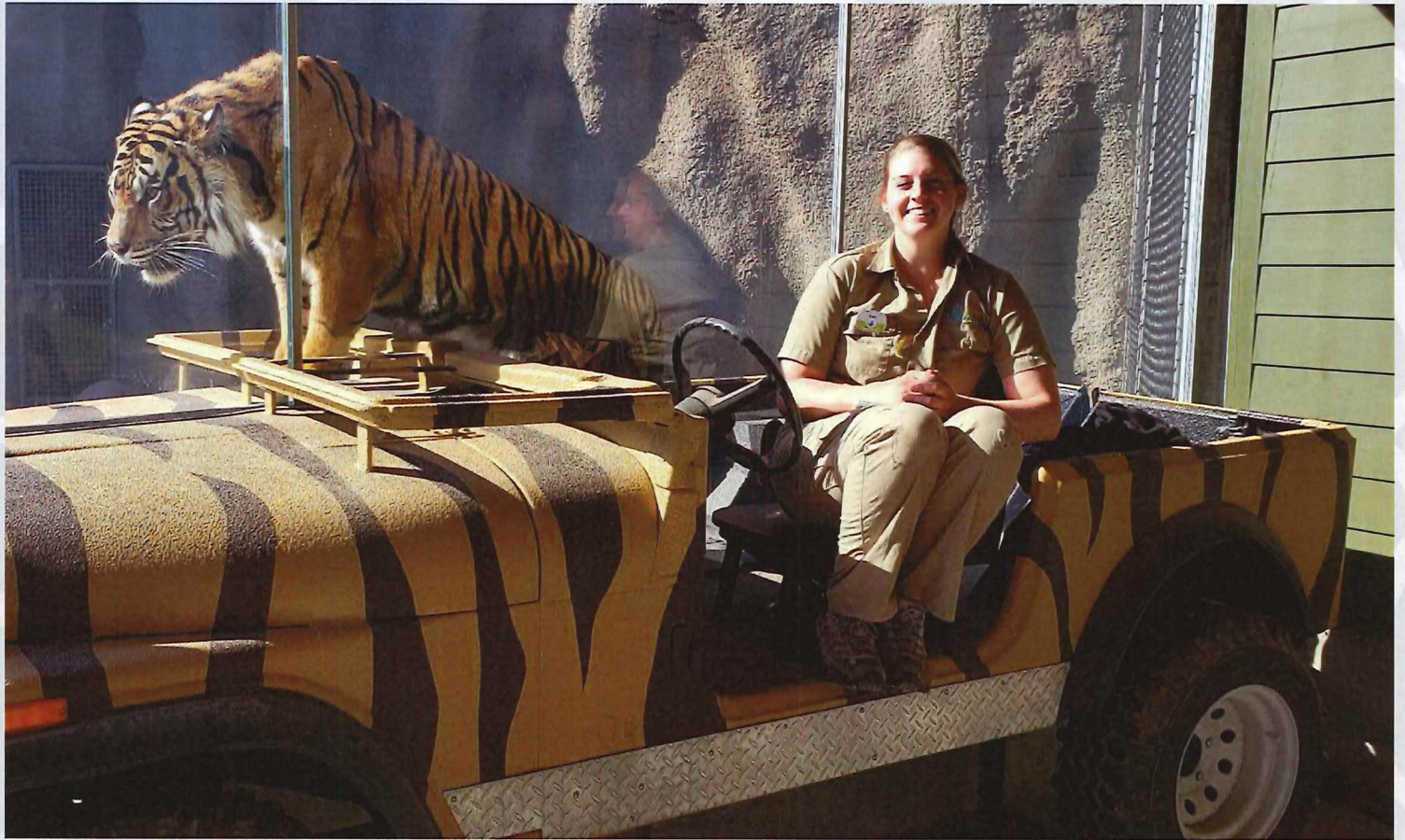


# Red Pandas





# Tiger Encounter





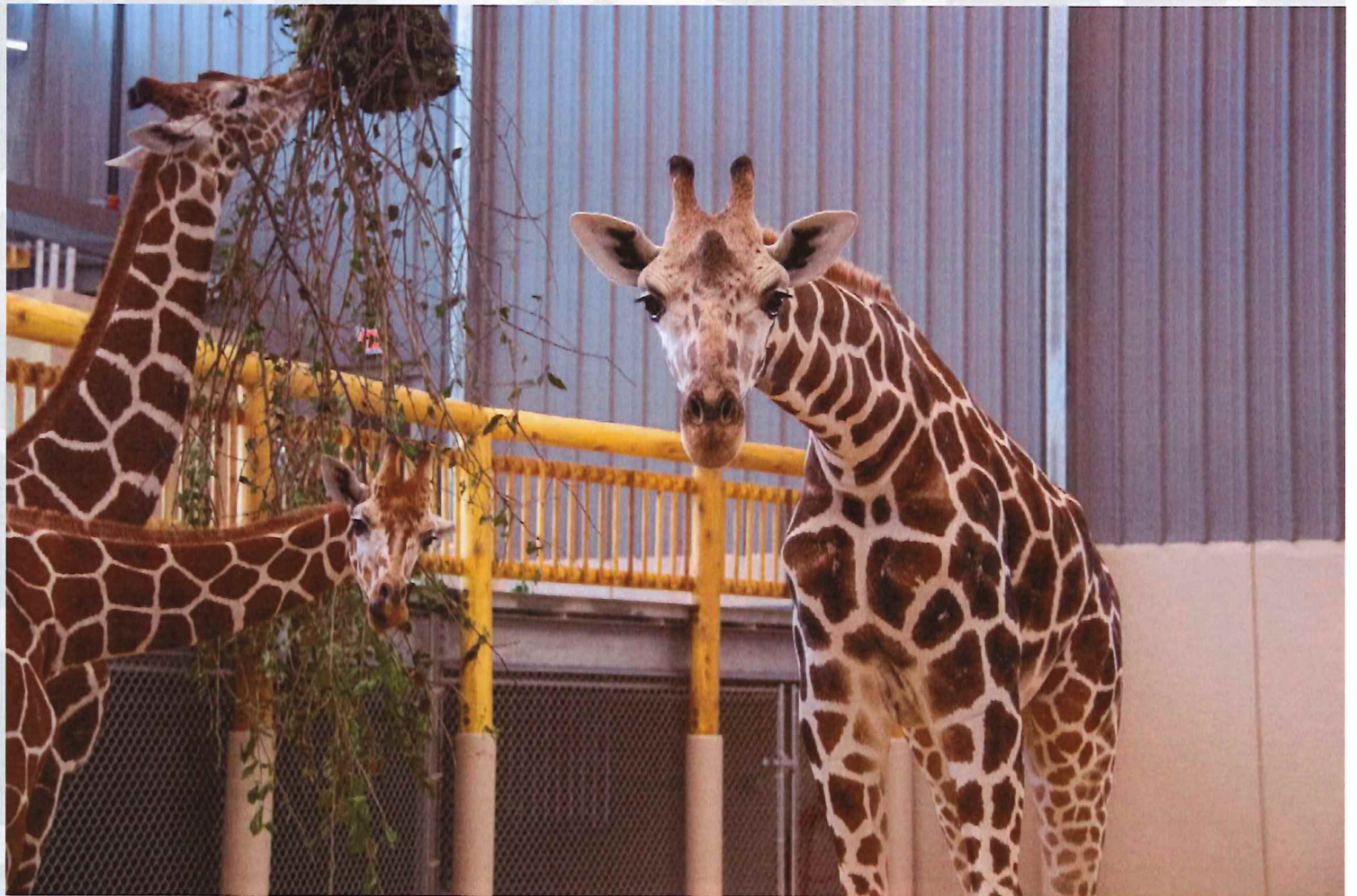
# Secret Jungle



Children and their parents sit through a rainstorm of falling blue plastic balls in the Secret Jungle on Wednesday at Lincoln Children's Zoo.  
GWYNETH ROBERTS, Journal Star



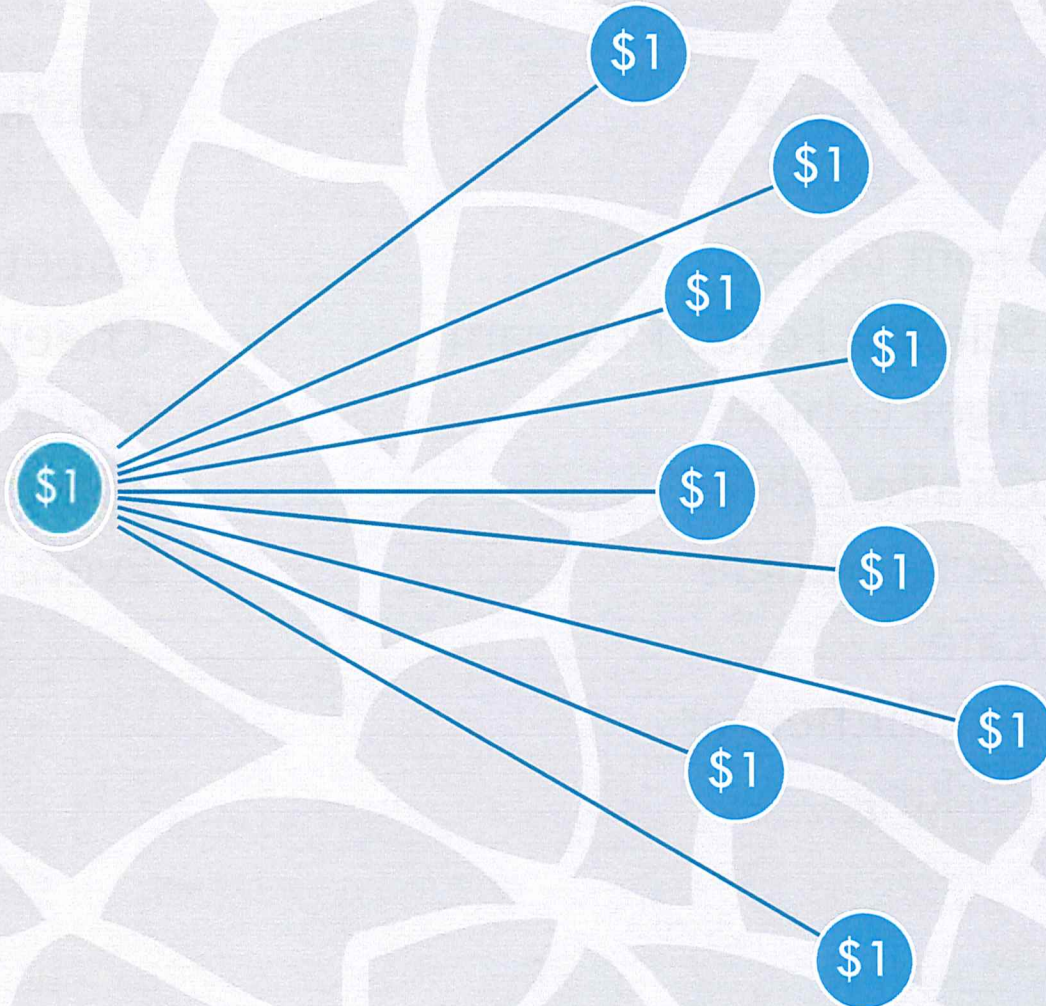
# Giraffe Feeding





# Lincoln Children's Zoo \$9 to \$1 Return on VIF Investment

Visitor Improvement Fund





# Lincoln Children's Zoo Expansion

## First Phase

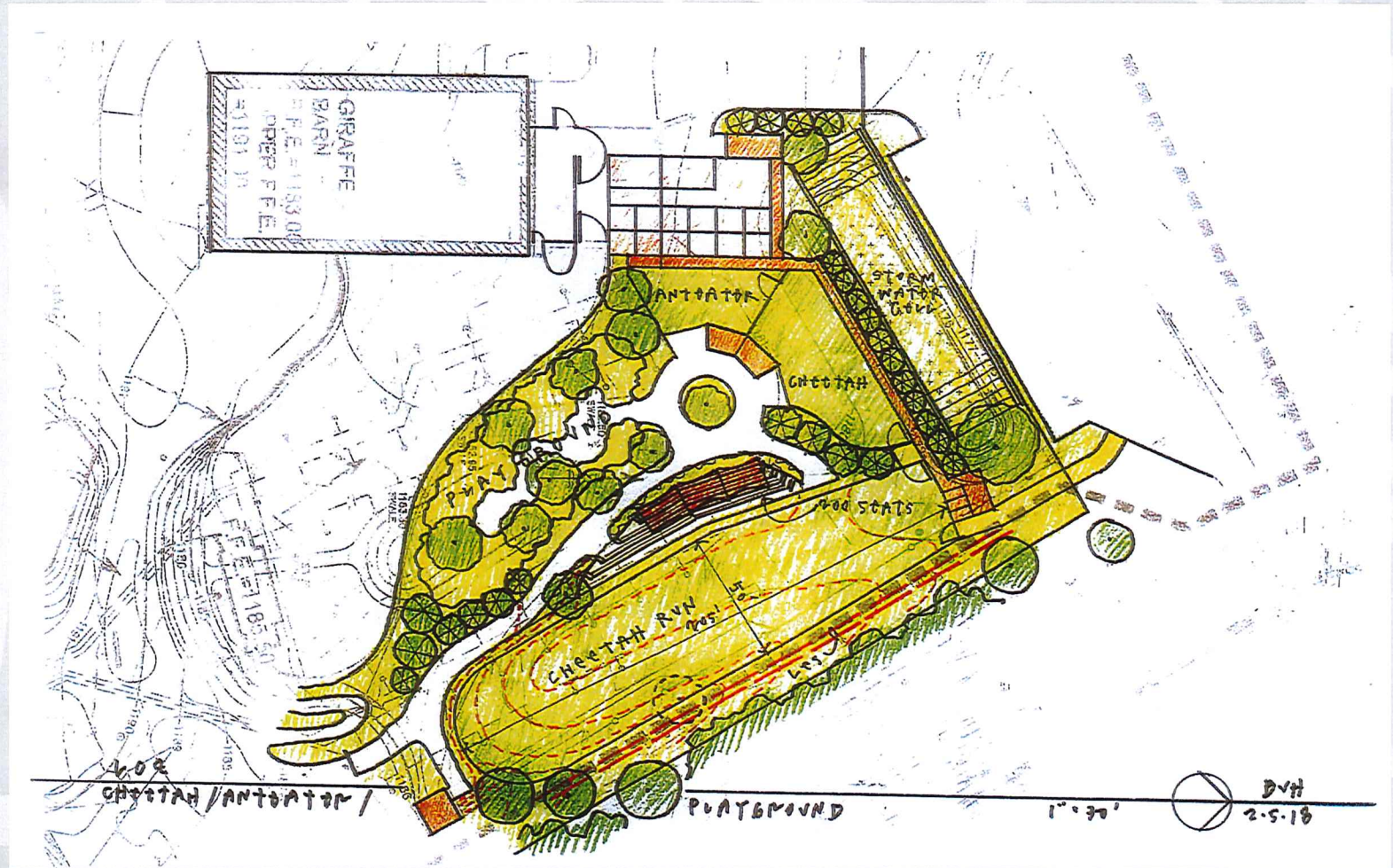
Front Gates  
Science Focus Program  
Tiger Exhibit  
Giraffe Exhibit  
Secret Jungle  
Café  
Amphitheater  
Parking

## Continuation Phase

Cheetah Exhibit  
Cheetah Encounter  
Giant Anteaters  
Outdoor Playground  
Event Green



# Expansion Map





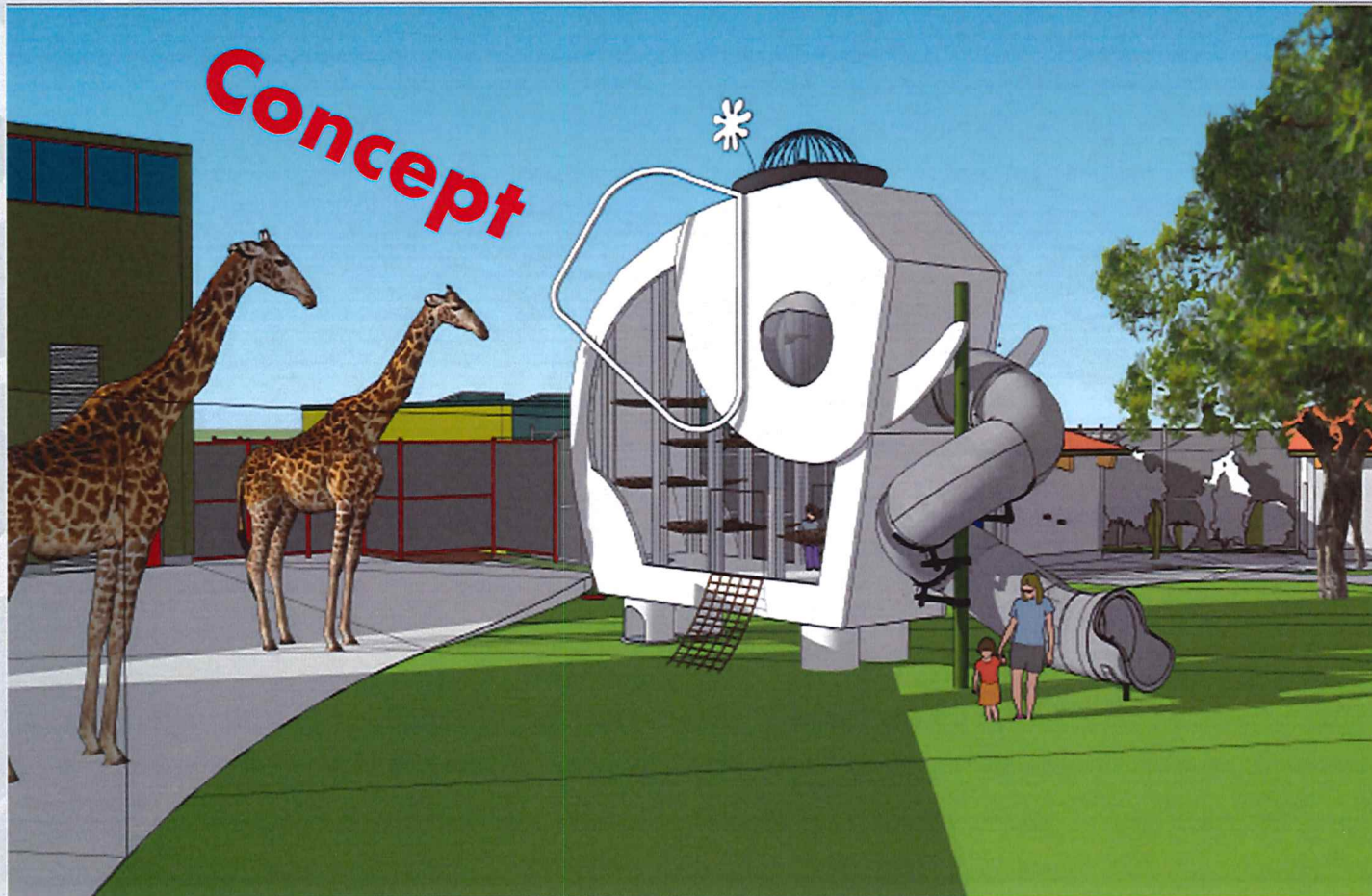
# New Iconic Playground

**Concept**



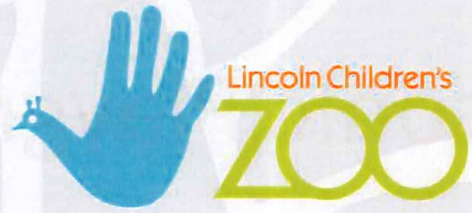
roto

# New Iconic Playground



roto





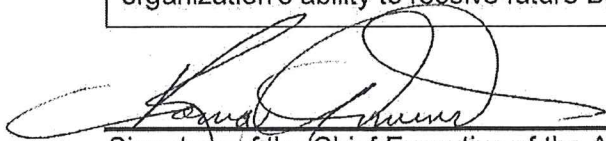


**Appendix B: Mandatory Chief Executive Assurance to Comply with Statutory and Program Requirements**

The Second Chance Act of 2008 and the Second Chance Reauthorization Act of 2018 establish statutory requirements for IRI awards, including general conditions and priority considerations for applications thereto. BJA incorporates these as, and additionally establishes, program requirements and priority considerations to reflect the Attorney General's priorities.

Complete the table below to indicate whether the applicant organization seeks priority consideration, and provide assurance the organization will meet all statutory and program requirements if awarded an IRI grant. **The Chief Executive of the applicant organization must sign this form for it to be valid. Applicants are ineligible to receive IRI grant funds if they do not assure compliance.**

<p><b>Mandatory Chief Executive Assurances</b></p> <p><b>Priority Considerations</b></p> <p>Enter "Yes" or "No" to indicate whether the applicant organization seeks the following priority considerations outlined on pages 9–10.</p> <ol style="list-style-type: none"> <li>1. Target medium and high risk offenders. <u>Yes</u></li> <li>2. Target offenders with histories of homelessness, substance abuse, or mental illness; use a prerelease assessment and individual release plans to achieve permanent housing outcomes with support services. <u>Yes</u></li> <li>3. Grant activities will benefit Opportunity Zones. <u>Yes</u></li> <li>4. Employ randomized controlled trial (RCT) methods to assess effectiveness. <u>Yes</u></li> </ol>
<p><b>Meet Mandatory Requirements</b></p> <p>Enter "Yes" to indicate assurance the applicant agency will meet the Mandatory Requirements set forth on pages 8–9, if awarded an IRI grant. <u>Yes</u></p> <p>Enter "Yes" to indicate assurance the applicant agency will assess their reentry system to address all items in Appendix A, and document results in the Action Plan. <u>Yes</u></p>
<p><b>Collect and Report Recidivism Indicator Data</b></p> <p>Enter "Yes" to indicate assurance the applicant organization will collect unique identifiers and recidivism indicator performance data for each program participant, and will aggregate all such data and submit it via the BJA Performance Measurement Tool upon grant closeout. The inability or refusal to submit such data after the award is made may impact this project or the organization's ability to receive future BJA competitive grant funding. <u>Yes</u></p>



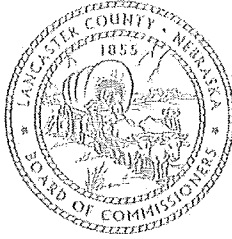
\_\_\_\_\_  
Signature of the Chief Executive of the Applicant Organization

\_\_\_\_\_  
Chair, Lancaster County Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
July 11, 2019

\_\_\_\_\_  
Date



## LANCASTER COUNTY BOARD OF COMMISSIONERS

Roma Amundson      Jennifer Brinkman      Deb Schorr      Sean Flowerday      Rick Vest  
Kerry Eagan, *Chief Administrative Officer*      Ann E. Ames, *Deputy Chief Administrative Officer*

July 11, 2019

Jon Adler, Director  
US Department of Justice  
Bureau of Justice Assistance  
810 Seventh Street NW  
Washington, DC 20531

RE: CFDA # 16.812 Innovative Reentry Initiatives: Building System Capacity & Testing Strategies to Reduce Recidivism.

Dear Director Adler:

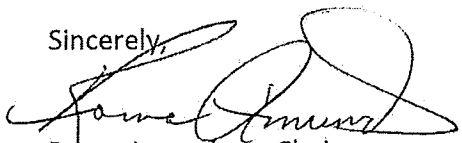
On behalf of the Lancaster County Board of Commissioners, I am writing this letter to express our full and enthusiastic support of the Department of Community Corrections Innovative Reentry Initiatives Grant application.

The Commissioners are impressed with the goal of providing accountability and community safety while securing the foundations necessary for a stable return to the community. A decrease in average bed days in jail for sentenced felony offenders will be a true cost savings to the tax payers in Lancaster County.

We applaud and encourage Community Corrections' efforts; with grant funding opportunities like this one, local communities can develop and model effective ways to keep individuals out of jail whose risk to public safety can be managed in the community.

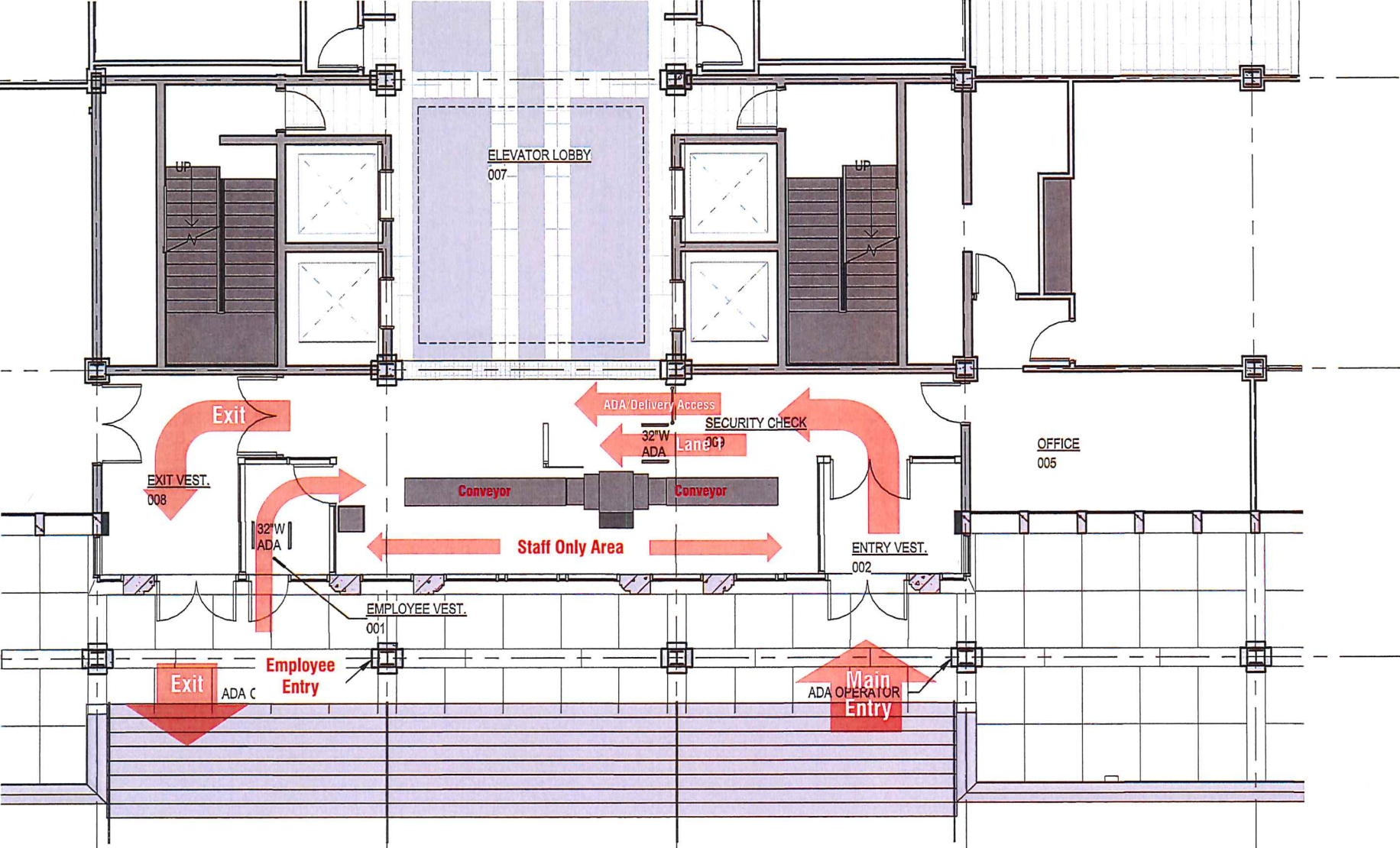
At the close of this grant we will take a close look at the cost savings to the County at which time consideration will be given to future funding.

Sincerely,



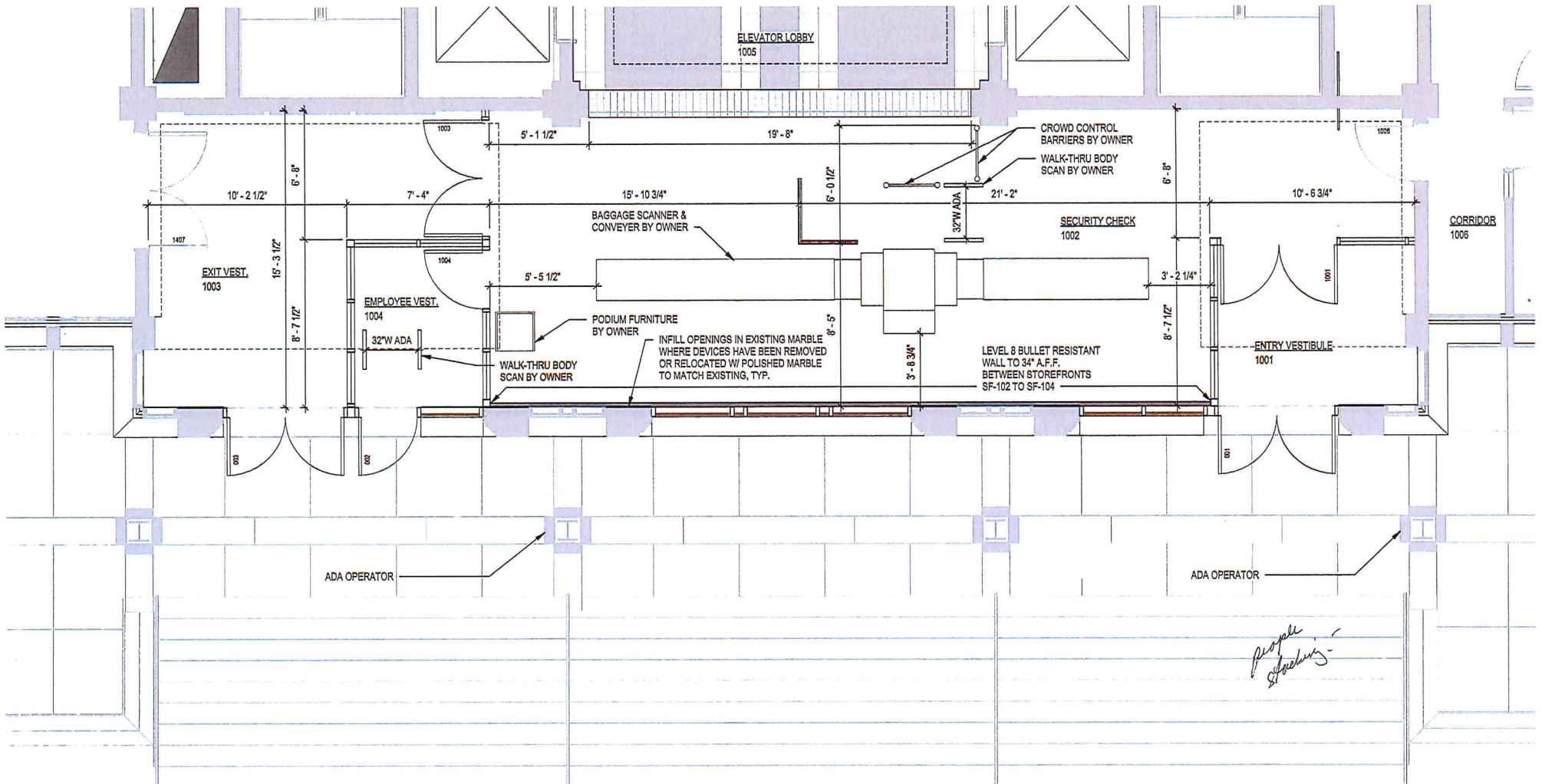
Roma Amundson, Chair  
Lancaster County Commissioners

Cc: Kim Etherton









*people standing*

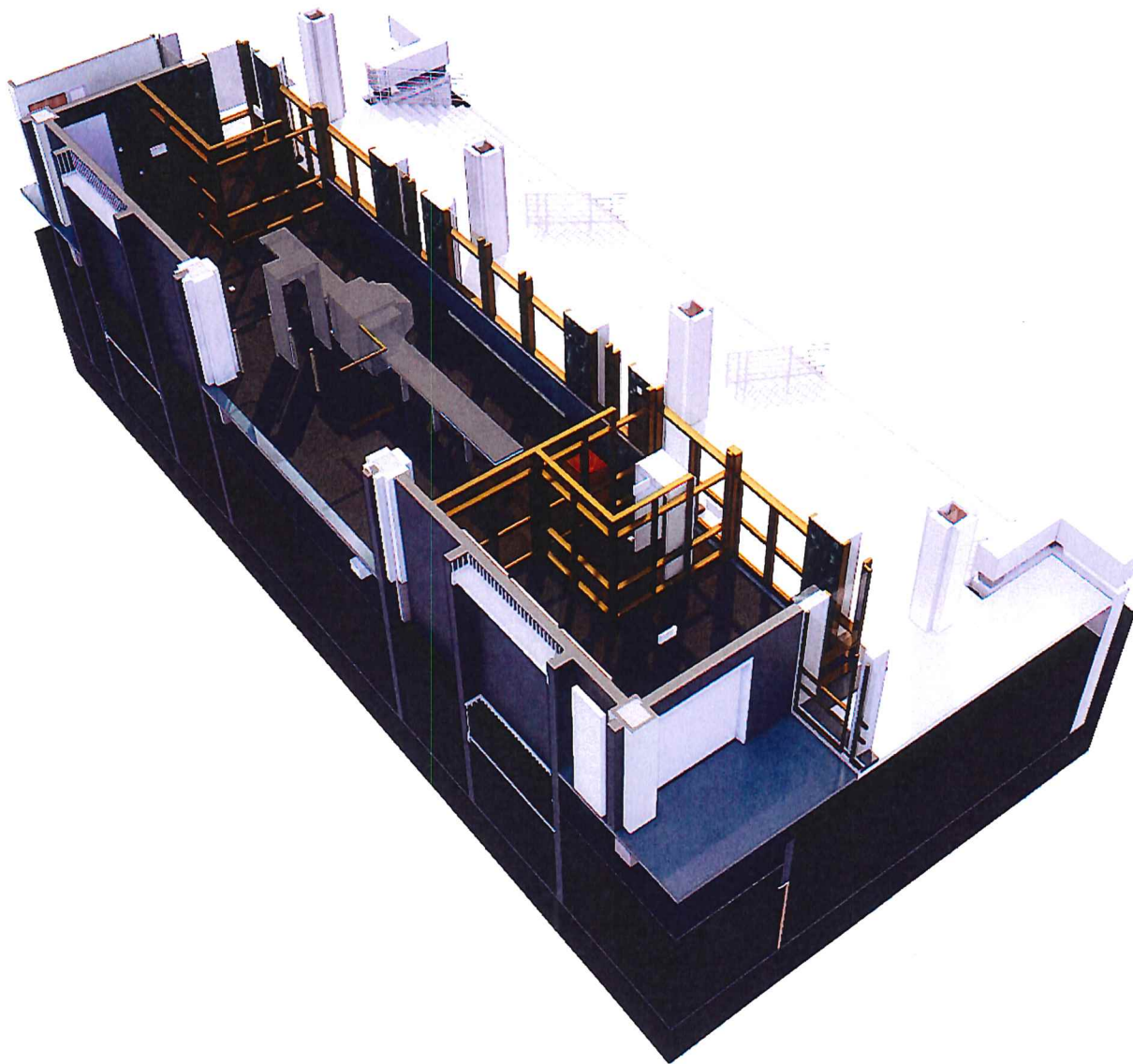
























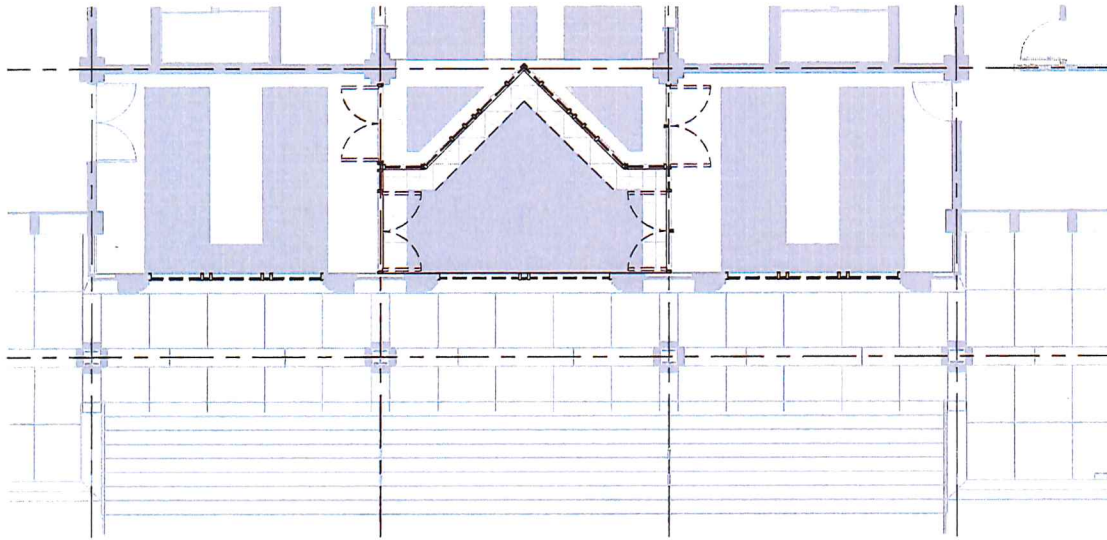






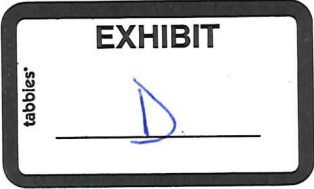




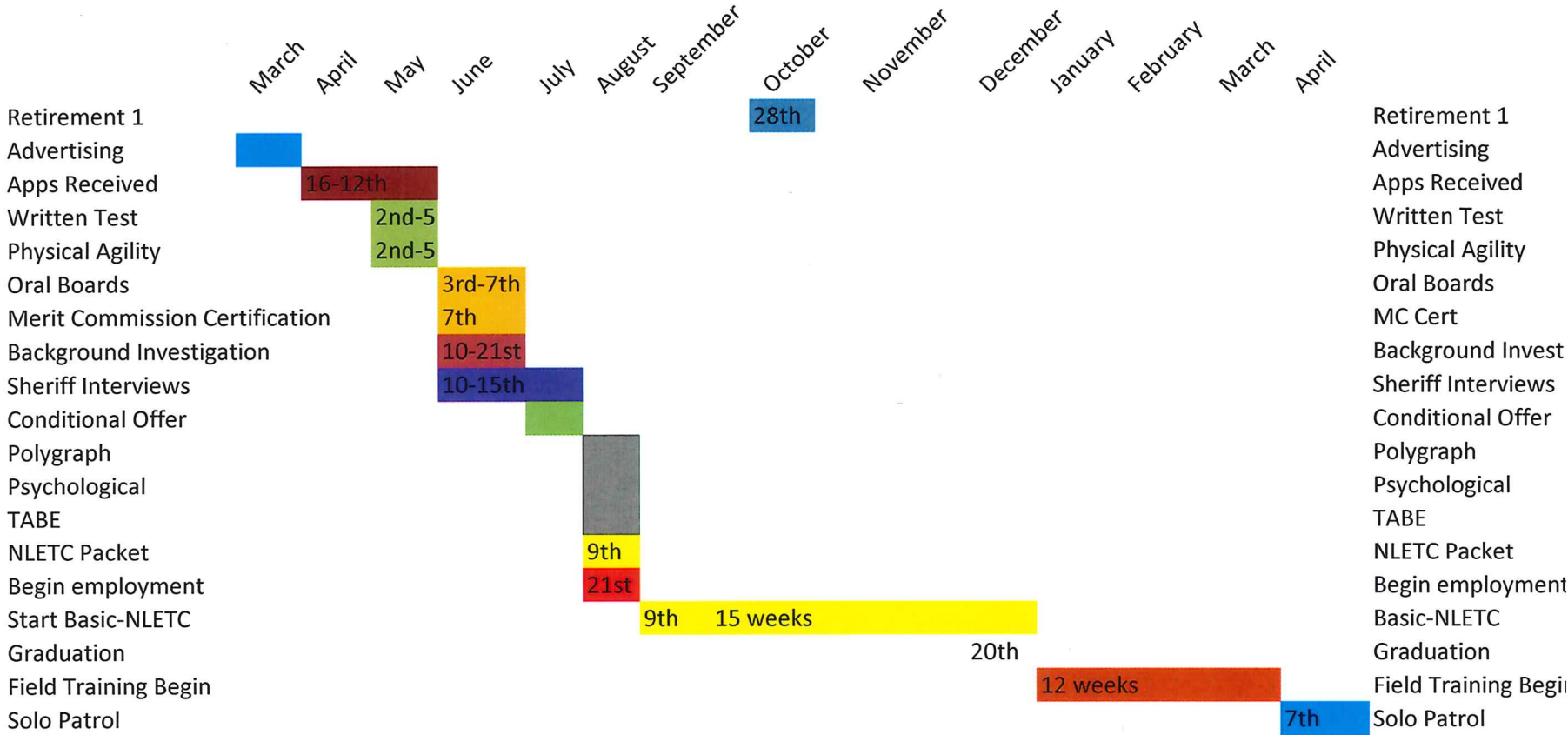








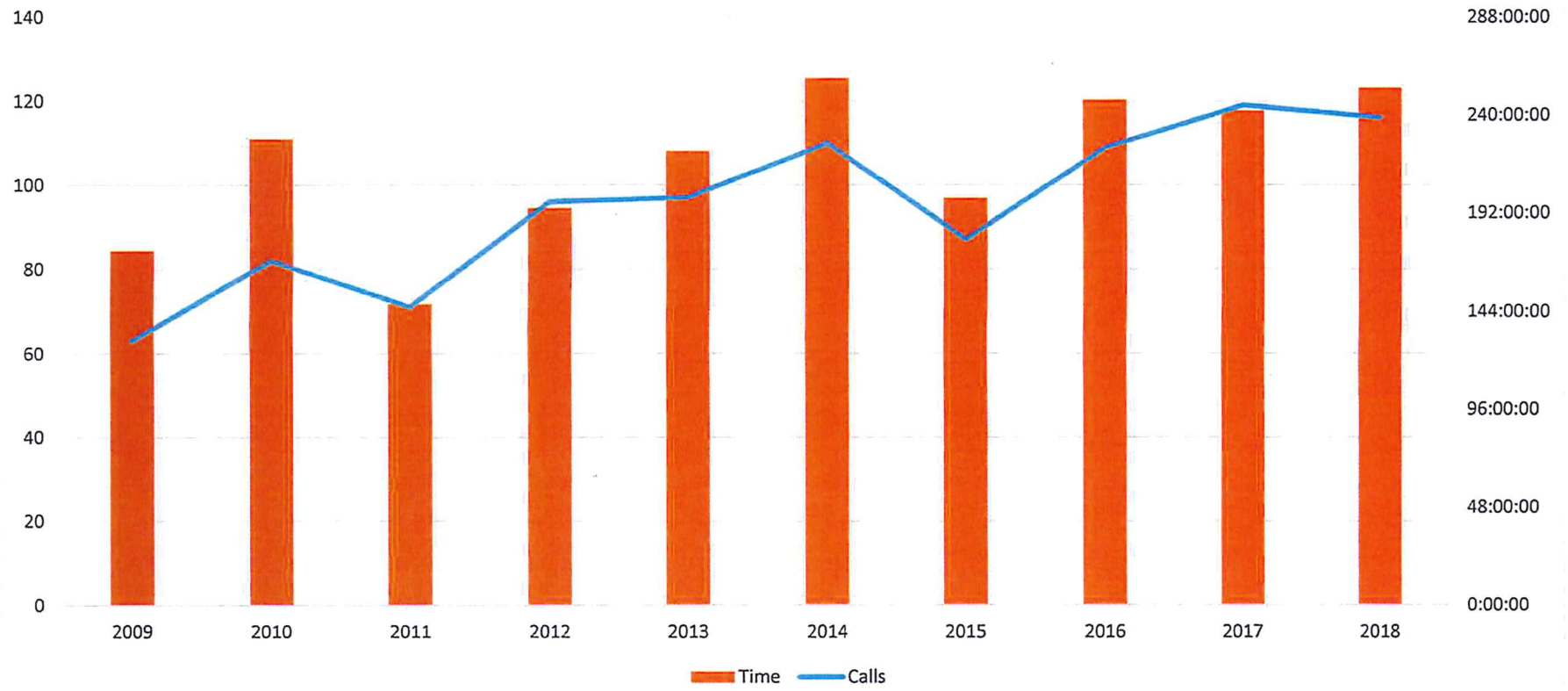
# 2019 Applicant Testing, Hiring, Training Calendar

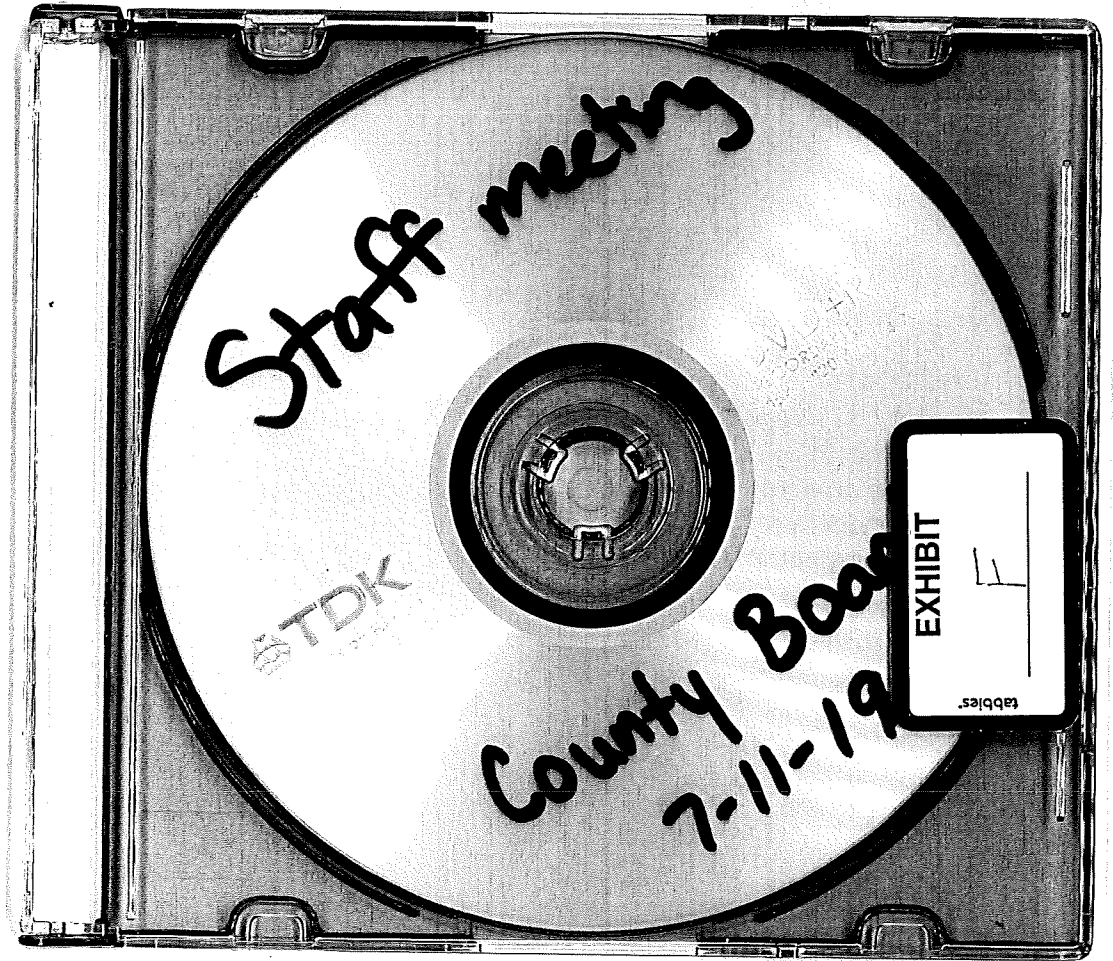


Retirement 1  
 Advertising  
 Apps Received  
 Written Test  
 Physical Agility  
 Oral Boards  
 MC Cert  
 Background Invest  
 Sheriff Interviews  
 Conditional Offer  
 Polygraph  
 Psychological  
 TABE  
 NLETC Packet  
 Begin employment  
 Basic-NLETC  
 Graduation  
 Field Training Begin  
 Solo Patrol



### LSO Mental Health Related CFS





Staff meeting

TDK

County Board  
7-11-19

EXHIBIT

7

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## 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 **LANCASTER COUNTY AGRICULTURAL SOCIETY**, a political subdivision of the State of Nebraska, 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 political subdivision 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 on or before July 31, 2021. Grantee agrees that it shall expend the funds granted hereunder only for the Project.

**3.** Intentionally omitted.

**4. Grant:** In order to assist the Grantee in financing the cost of the Project, the Sponsor shall make a Grant in an amount up to \$3,600,000.00 from the Lancaster County Visitors Improvement Fund ("Grant Funds"), subject to the following condition:

- a. The Grantee shall not be eligible for any additional grant funding from the Lancaster County Visitors Improvement Fund until the final payment under this Grant Contract is made in calendar year 2027.

5. **Term:** The term of this Grant Contract shall be from June 1, 2019, through December 31, 2027.

The Sponsor may extend the term of the Grant Contract upon good cause shown by the Grantee. Any extension of the Grant Contract term must be in writing and signed by both Parties. Any Grant amount that remains unencumbered by the end of the Grant Contract 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 attached hereto as Attachment "A" is hereby approved by the Sponsor. Thereafter, the Project Budget may be revised from time to time by Grantee to provide for increased or decreased expenditures within or among Project Budget line items, or to add or delete Project Budget line items, but no amendments regarding increased expenditures or additional Project Budget line items shall be effective unless and until the same are approved in writing by the Sponsor. The amended Project Budget shall be transmitted to Sponsor within three (3) business days of any amendment. The Sponsor's Budget and Fiscal Officer is hereby authorized to approve amendments to the Project Budget on behalf of Sponsor pursuant to this Paragraph 6 within three (3) business days of receipt of any amendment.

7. **Payment of Grant:** The Grantee shall be paid in six (6) installments according to the following yearly schedule:

1. Calendar year 2022 - \$600,000.00
2. Calendar year 2023 - \$600,000.00
3. Calendar year 2024 - \$600,000.00
4. Calendar year 2025 - \$600,000.00
5. Calendar year 2026 - \$600,000.00
6. Calendar year 2027 - \$600,000.00

Sponsor shall pay Grantee one installment payment per calendar year in an amount not to exceed the amount set forth in Paragraph 7.1 through 7.6 of this Grant Contract. During each calendar year, Sponsor shall pay Grantee the installment payment for that calendar year on or before February 1<sup>st</sup> of that calendar year. Payment by Sponsor to Grantee pursuant to this Grant Contract during any calendar year shall not exceed the amount of the installment for any calendar year set forth in this Paragraph 7 of the Grant Contract, and Sponsor shall make no more than one payment to Grantee during any calendar year. Payment will be made only 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, except for Grant Contract C-16-0649 which remains in effect.

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

LANCASTER COUNTY AGRICULTURAL  
SOCIETY, a Nebraska Political  
Subdivision, Grantee.



\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Title: \_\_\_\_\_

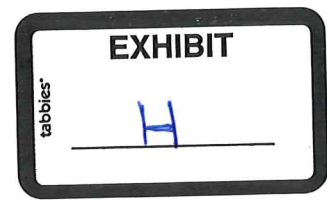
EXECUTED by Sponsor this \_\_\_\_ day of \_\_\_\_\_, 2019.

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



Lancaster County  
FY19-20 Budget Information @ 7-9-19

General Fund Budget Shortfall -	
Department additional requests or decreases in revenues	11,000,000
Additional request to increase cash reserve	1,650,000
Decrease in fund balance @ 6-30-19	<u>1,400,000</u>
	14,050,000

Options to decrease shortfall -	
Projected 6.5% increase in revaluation	4,600,000
10 additional FTE's	736,172
Keno - property tax relief	1,000,000
Projected cuts by departments	1,750,000
Additional revenue (mv tax, in lieu of tax, insurance)	<u>825,000</u>
	8,911,172

\*Need to discuss additional request from County Engineer 4,200,000  
(Pam will be invited to Staff meeting 7-18-19)

*No new money into County-Wide Sinking Fund	
Allocation of \$425,000 balance -	
CJIS	200,000
Match - voting machines	150,000
Weapons and Cameras - Sheriff	<u>75,000</u>
	425,000

\*Building Fund - majority of fund balance is allocated to projects.