STAFF MEETING MINUTES
LANCASTER COUNTY BOARD OF COMMISSIONERS
THURSDAY, JULY 9, 2020
COUNTY-CITY BUILDING
ROOM 112 – CITY/COUNTY CHAMBERS
8:30 A.M.

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

Others Present: Dave Derbin, Chief Administrative Officer; Dan Nolte, 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 8, 2020.

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:32 a.m.

AGENDA ITEM

1. APPROVAL OF STAFF MEETING MINUTES FOR JULY 2, 2020

MOTION: Vest moved and Yoakum seconded approval of the July 2, 2020 Staff Meeting minutes. Amundson, Schorr, Yoakum, Vest and Flowerday voted yes. Motion carried 5-0.

2. LEGISLATIVE UPDATE – Joe Kohout and Brennen Miller, Kissel, Kohout, ES Associates LLC

Kohout discussed the weekly legislative update (Exhibit 1).

When the Legislature reconvenes, Miller said senators must be in the Chambers to vote. There has been no formal document stating who can be on the floor and when. Kohout added there is discussion of a restriction that to be in the Chambers for a bill, that senator's name must be attached to the bill.

3. FACILITIES STUDY – Kerin Peterson, Director, Facilities and Properties, and John Kay, Principal, Project Manager, Sinclair Hille Architects

Kay reviewed the study (see agenda packet).

Regarding the recommendation for expanding training areas for the Sheriff's Office, Vest inquired if it would be possible to partner with the Lincoln Police Department (LPD) to use the same facility. Amundson and Schorr stated with the number of trainings between the two

departments, the Lancaster County Sheriff's Office (LSO) was concerned about a limited amount of time and space to hold necessary trainings.

Kay noted Rachel Garver, County Treasurer, is interested in exploring a south location.

Regarding the K Street Building recommendation, Amundson asked when the State of Nebraska lease is up. Petersen replied it expires in one year and that lease renewals are becoming shorter.

Flowerday questioned how agencies were chosen to be part of the study. Petersen stated the County Attorney's Office and all of the courts and respective clerks were part of the 2014 Public Building Commission study of the 605 Building. The Public Defender's Office has not been included in studies as they have enough space.

Amundson remarked this is a thoughtful study that shows the importance of a long-term County strategic plan.

4. TEXT AMENDMENT 19007, TO AMEND ARTICLES 2, 4, 5, 6, 7, 9, 13 AND 17 OF THE LANCASTER COUNTY ZONING REGULATIONS RELATED TO ALLOWING LARGE AND SMALL SOLAR FACILITIES, AND STATING THAT ACCESSORY SOLAR AND WIND ENERGY CONVERSION SYSTEMS ARE PERMITTED IN ALL ZONING DISTRICTS – Steve Henrichsen, Development Review Manager, and Rachel Jones, Planner, Lincoln-Lancaster County Planning Department

Henrichsen noted the County Board Summary Report was available for the Board's review (see agenda packet).

Jones reviewed a solar text amendment handout (Exhibit 2). Currently solar facilities are not allowed in the County and the text amendment would be adding them to the Code. Setbacks would be required on some properties and vary based on participating and non-participating properties. Additionally, there are proposed noise standards for private substations.

The decommissioning process was reviewed (see agenda packet, Page 5). She noted that the applicant would have one year to decommission the site once it has been inoperable for one year.

The erosion control plan must be approved by the Natural Resources District (NRD) at the time the building permit is received.

Additionally, visual screening will be required for non-participating residences, parks and schools (see agenda packet, Page 4).

Jen Holloway, Deputy County Attorney, stated the text amendment language on Tuesday will be the same as what is on the staff report, and any changes from that language would need to be

included in any Board motions to amend the recommendations from the staff report.

ACTION ITEM

A. Agreement with Lancaster Event Center ("LEC") for two door monitors for the City-County Common Meeting on July 13, 2020 at the LEC. Cost to the County is $224.

A revised space rental agreement was distributed prior to the meeting (Exhibit 3).

Derbin said the LEC is donating the space for the City-County Common meeting and the County needs to hire LEC staff time to assist with seating. There has been discussion about televising the meeting which the City would pay for.

MOTION: Amundson moved and Vest seconded to accept the agreement with the LEC for $224. Amundson, Schorr, Yoakum, Vest and Flowerday voted yes. Motion carried 5-0.

CHIEF ADMINISTRATIVE OFFICER REPORT

A. "We Are Lincoln Pledge"

It was the consensus of the Board for each Commissioner to sign the pledge.

B. Potential County 101 Dates:

1. **November 9, 2020**
2. **November 10, 2020**
3. **November 16, 2020**
4. **November 17, 2020**
5. **November 18, 2020**

The Board's preferred meeting dates were either November 16 or 17th.

C. Tour of Lincoln Sports Foundation Complex

The Board requested to wait until late September or October.

D. Lancaster County 2020 Priorities

Amundson said she will be working on the fleet plan and rental car mileage cost comparisons.

Regarding the Welcoming Community Certification, Yoakum Gateways for Growth grants have been posted.

Schorr stated the Nebraska Association of County Officials (NACO) legislative conference will be held Thursday, October 8. The County Board staff meeting will be cancelled for that day.

5. BREAK

The meeting was recessed at 9:49 a.m. and reconvened at 10:04 a.m.

6. EXECUTIVE SESSION (PENDING AND POTENTIAL LITIGATION) – Doug Cyr, Chief Deputy County Attorney, and Dan Zieg, Deputy County Attorney

MOTION: Schorr moved and Yoakum seconded to enter Executive Session at 10:05 a.m. for the purposes of potential and pending litigation, and to protect the public interest.

The Chair said it has been moved and seconded that the Board enter Executive Session.

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

The Chair restated the purpose for the Board entering Executive Session.

MOTION: Schorr moved and Vest seconded to exit Executive Session at 10:39 a.m. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

BUDGET UPDATE –Dennis Meyer, Budget and Fiscal Officer

Meyer reviewed the additional position requests (see agenda packet). Currently, the fund balance is down $1,240,000.

Regarding centralized payroll, the Clerk's Office needs three payroll specialists to properly support the transition to, and maintenance of, the new Oracle payroll system. Kevin Nelson, Accounting Operations Manager, stated two of the payroll specialists have been hired, and the third employee should begin in October when the Oracle system is fully implemented.

Schorr requested that the third payroll specialist be hired after mid-year.

Amundson said she would like to have the payroll specialists onboard when needed. Nelson added there is work for the two people that have been hired. Currently, both the old and the new payroll systems are running and manual labor is needed to maintain them until October 1, when the old payroll system is discontinued. Once the new system is live, the payroll specialists will verify that taxes and paychecks are being prepared correctly.

When asked if any additional payroll specialists are anticipated for future years, Meyer and Nelson stated there are no plans for additional hires.

Vest asked who is in charge of the project's implementation. Meyer answered both he and

Nelson are leads for the project. Other steering committee members include Doug McDaniel, Human Resources Director; Brandon Kaufmann, City of Lincoln Finance Director; and David Young, Chief Information Officer. The City of Lincoln is also centralizing their payroll functions.

Meyer added he feels the departments need to hear from the Board that the new payroll system will be going forward with clear deadlines for process changes.

Meyer and Nelson said the full implementation of the system requires three specialists. The number of specialists was estimated at one person per every 300 employees based on research performed by the City.

MOTION: Amundson moved and Flowerday seconded to move forward with the hiring of the three payroll specialists per the hiring standards as set up by Meyer and Nelson.

Schorr stated she would like to wait on motions until the very end of the discussion.

Dan Nolte, County Clerk, stated he does not believe in overstaffing.

ROLL CALL: Amundson, Vest, Yoakum and Flowerday voted yes. Schorr voted no, stating that she preferred to discuss all new position requests before voting, not the necessity of the positions themselves. Motion carried 4-1.

Amundson would like to look at voting on other staff requests after a full discussion of all of the new position requests. Flowerday stated he did not want to change the process now once something has been voted upon.

Regarding the Community Corrections positions, Kim Etherton, Community Corrections Director, stated all of the positions are fully federal-grant funded the first year, 75% federal-grant funded and 25% County funded the second year, and 50% federal-grant funded and 50% County funded the final year of the grant.

Etherton noted a Driving Under the Influence (DUI) Court position is not on the list of new position requests. It was added to the Community Corrections budget and approved during the fiscal year. DUI Court begins in January 2021. Additionally, 30%-50% of the position cost should be covered by fees and funds from the State.

Meyer requested Etherton provide him the fees for half of the year and he will update the changes in the budget.

Flowerday said because the Community Corrections positions are federally-grant funded he felt all of the Community Corrections positions should be funded and all other pending requests from departments should be denied.

MOTION: Amundson moved and Yoakum seconded to authorize Etherton to hire for the Community Corrections positions with the understanding these will be paid with federal funding. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

Regarding the Corrections positions, Flowerday said he was not supportive of hiring additional staff when there are currently nine open positions.

MOTION: Amundson moved and Vest seconded to deny the requested Correctional officer positions. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

Jared Gavin, District Court Administrator, stated he is currently working 70 hours per week supporting more departments and judges than he is assigned and requested the Technology Support Technician be funded. He has asked Information Services for assistance and the State for funding for a position and has received nothing.

Schorr suggested contracting a technician on a limited basis. Gavin said the duties are a full time position which require training on the various equipment. He thought the alternative of hiring an office assistant position instead of a technology support technician could help decrease cost.

When asked about the equipment malfunctioning, Gavin reported much of it is due to operator error.

Schorr requested Gavin research the cost for an office assistant.

Pat Condon, County Attorney, said there are times when equipment is tested and it works, but then does not work during the trial. He added Gavin does a great job.

Gavin confirmed he is called upon by all of the courts for technical assistance, yet he is only assigned to the District Court. Technology has saved on various court costs; however, to offer technological help through three different government information technology entities is challenging.

Schorr and Amundson felt Gavin's position title should be reviewed for possible amendment.

MOTION: Schorr moved to deny the District Court position requests and authorize Gavin to hire an office assistant position. Motion failed for lack of a second.

Meyer suggested Gavin look into the logistics and costs for an office assistant position and let him know.

MOTION: Schorr moved and Amundson seconded to deny the District Court position requests. Flowerday said there is an understanding an administrative position for District Court will be reviewed at a later date.

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

The Board thanked Gavin for all of his hard work.

Regarding the Deputy Sheriff position request from the Sheriff's Office, Meyer clarified this is not the position that would assist with the body cameras.

MOTION: Schorr moved and Yoakum seconded the deny the Sheriff's position request with the understanding there is interest in the position assisting with body cameras. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

MOTION: Vest moved and Amundson seconded to deny the Public Defenders position requests. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

Meyer requested Board permission to send an email to the departments asking them to reduce their budget requests before next Thursday's staff meeting. He recommended an approximate 1% decrease of the original budget request.

MOTION: Schorr moved and Amundson seconded to authorize Meyer to send an email today to the departments about reductions in budget requests. Schorr, Amundson, Vest, Yoakum and Flowerday voted yes. Motion carried 5-0.

Meyer said there will be a special staff meeting next Tuesday with the County Engineer's office and next Thursday's agenda will include further budget discussions.

DISCUSSION OF SALTILLO ROAD MAINTENANCE – Pam Dingman, Lancaster County Engineer

Bud Geistlinger, Assistant Road Maintenance Superintendent, was also available for discussion.

Dingman stated since construction on Saltillo Road started 6 weeks ago the County has invested $40,000 of staff and materials. She noted this total does not include the emergency contract.

There is an area that needs patching for an estimated cost between $85,000-$90,000. A contract for $250,000 will be presented to the Board at a later meeting.

Flowerday asked if there could be a Board and State representative discussion to discuss the condition of the road.

Regarding the gravel roads, Geistlinger said the roads will not support the trucks and loads. Schorr described the road conditions she witnessed on her ride-along with Dingman. She said the promise from the State to make the County whole at the end of the project is not enough.

Dingman stated there is $100,000 damage just on Saltillo Road. This project is taking away

from road maintenance needed in other areas of the County. Additionally, the hazardous driving on the road is extremely concerning.

Schorr suggested a letter to the State documenting costs and the status of the road.

MOTION: Schorr moved and Yoakum seconded to request the Chief Administrative Officer draft a letter with the County Attorney to the State outlining the concerns with the truck traffic on Saltillo Road and cost reimbursement.

Vest inquired if a meeting was being requested. Schorr said a request can go into the letter.

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

DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Lancaster County Mental Health Crisis Center Advisory Committee – Yoakum

Yoakum said the meeting was cancelled.

7. COVID-19 UPDATE AND RESPONSE

No updates were given.

8. BUDGET UPDATE –Dennis Meyer, Budget and Fiscal Officer

Item moved forward on agenda.

9. DISCUSSION OF SALTILLO ROAD MAINTENANCE – Pam Dingman, Lancaster County Engineer

Item moved forward on agenda.

10. ACTION ITEM

A. Agreement with Lancaster Event Center ("LEC") for two door monitors for the City-County Common Meeting on July 13, 2020 at the LEC. Cost to the County is $224.

Item moved forward on agenda.

11. CHIEF ADMINISTRATIVE OFFICER REPORT

A. "We Are Lincoln Pledge"
B. Potential County 101 Dates:

1. **November 9, 2020**
2. **November 10, 2020**
3. **November 16, 2020**
4. **November 17, 2020**
5. **November 18, 2020**

C. Tour of Lincoln Sports Foundation Complex
D. Lancaster County 2020 Priorities

Items moved forward on agenda.

12. DISCUSSION OF BOARD MEMBER MEETINGS ATTENDED

A. Lancaster County Mental Health Crisis Center Advisory Committee – Yoakum

Item moved forward on agenda.

13. SCHEDULE OF BOARD MEMBER MEETINGS

Informational only.

14. EMERGENCY ITEMS

There were no emergency items.

15. ADJOURNMENT

MOTION: Schorr moved and Amundson seconded to adjourn at 11:46 a.m. Schorr, Amundson, Yoakum, Vest and Flowerday voted yes. Motion carried 5-0.

Dan Nolte
Lancaster County Clerk

EXHIBIT
tabbies
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Kissel, Kohout,
ES Associates LLC

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kisselkohoutes.com
Phone: 402-476-1188
Fax: 402-476-6167

LEGISLATIVE MEMORANDUM

TO: Lancaster County Board of Commissioners

FROM: Joseph D. Kohout
Brennen L. Miller

DATE: July 9, 2020

RE: Weekly Report

Good Morning. Please accept this as your weekly report for the 2020 session of the Legislature for the date noted above. Since the last report on July 2, 2020, the Legislature has remained in recess due to COVID-19 concerns. However, Speaker Scheer has announced that the Legislature will reconvene on July 20th and will adjourn Sine Die on August 13th.

Further, the Speaker has published a memorandum which outlines how the Legislature will reconvene. Among other things, the memorandum states that Senators wishing to speak with lobbyists must exit the Chamber through the back north door and re-enter through the back south door. Further, it states that Senators will want to utilize text messaging, their cell-phone (in a phone booth), and their intercom for communication with persons outside the Chamber. The memorandum was sent via email last week and reattached with last week's update.

SCHEDULING

Brennen has been working with Mr. Derbin and Mr. Eagan on the scheduling of the Tri-County Breakfast during the 2021 session. We have scheduled Monday, January 11, 2021 from 8-10am at NACO's offices. Both Sean Kelley and Tim Gay were notified of the dates and we will be following up in the coming months for invitations to go out from their respective clients.

We would recommend that we start looking at a date for Lancaster County 101 for the fall. Historically, we have set this meeting for after Thanksgiving for introduction of new Senators to Lancaster County and our priorities. I would recommend that we look at either the Monday or Tuesday within two weeks after the elections for a possible meeting – ideally falling on one of the following:

November 9, 2020
November 10, 2020
November 16, 2020

happy to provide our notes again at your request. We would note that the timeline for the dollars to be distributed are very aggressive.

Interestingly, Governor Reynolds of Iowa announced yesterday that she will be devoting $50 Million of CARES Act dollars to mental health and behavioral health issues.

SMALL BUSINESSES/LIVESTOCK STABILIZATION: $392 MILLION

Small businesses between 5-49 employees; Livestock operations between 1-10 employees

The funds will be distributed in $12,000 grants to all qualified. The Governor hosted Press Conference which focused on this component on Friday, June 12, 2020. Those who joined him at the podium included Director of Economic Development Tony Goins and Director of Agriculture Steve Wellman. There were many, many questions and the applications became active this week.

REMOTE ACCESS, WORKFORCE RETRAINING, GALLUP: $62 MILLION

Rural broadband development - $40 Million; Workforce Retraining - $16 Million; Gallup Training - $1 Million

Rural broadband development with Impacting 26,285 households in 41 communities of 1,000-5,000 in population and workforce retraining will include $1,100 grants for students (up to 12,000 total) and Career Coaches, administration and faculty at a total of $2.4 Million. The Department of Economic Development has hosted meetings for parties interested in the $40 Million being deployed for broadband coverage the last two Fridays in June.

UNEMPLOYMENT TRUST FUND: $427 MILLION

<u>PLATTE INSTITUTE WEBINAR</u>

Yesterday, the Platte Institute continued their 'Back in Session' webinar series with a conversation featuring Senator Lou Ann Linehan, Chair of the Revenue Committee. While we will include more detailed notes as well as the webinar video in our session update which will be emailed to you Friday, we wanted to get the rough notes to you as soon as possible – thus the email yesterday afternoon. The conversation largely dealt with Senator Linehan's work on property tax relief and school financing as those issues are intertwined in her LB1106.

We would note that these notes are perhaps more rough than our previous in this series as the discussion was rather rapid. If you have any questions, we are happy to answer. We hope you find this information helpful.

<u>IMMUNIZATIONS CONVERSATIONS</u>

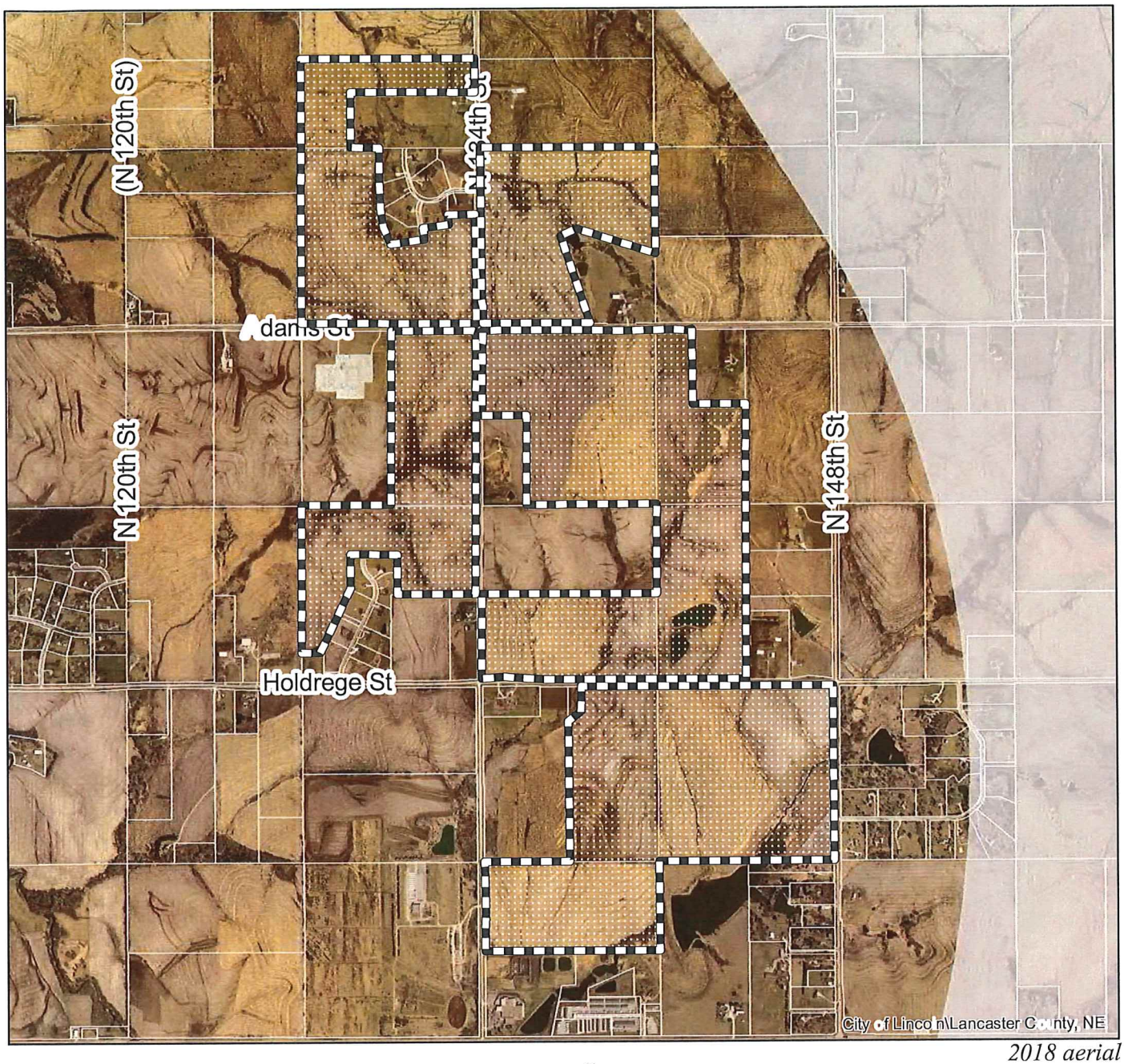
Following the meeting on June 25, 2020, a group of individuals including Commissioners Flowerday and Schorr, Mr. Derbin, Mr. Eagan, Ms. Ames and both Joe and Brennen. We discussed a potential strategy for the possible request of CARES Act dollars from the Governor to prepare to offer immunizations to Lancaster County residents. Following that discussion, a larger discussion occurred regarding strategy on Monday, July 6, 2020 which added Mr. Meyer, Ms. Hoyle, Ms. Lopez, and Mr. Larry Dix and Mr. Jon Cannon of NACO. Parties agreed to hold off on a final decision on strategy until after the Public Health Departments have had a chance to meet to discuss their potential strategy for the remaining 17 days of the session. A meeting has been set for 3pm today to discuss further.

EXHIBIT 2

Solar Text Amendment – Lancaster County Zoning

Zoning District	Small System (proposed)	Large System (proposed)
AG - Agricultural	Permitted	Special Permit
AGR - Agricultural Residential	Special Permit	
R - Residential	Special Permit	
B - Business	Permitted	
I - Industrial	Permitted	Permitted

Property Line Setbacks	
Non-Participating Property with a Dwelling	100 feet
Non-Participating Property without a Dwelling	50 feet
Participating Property with a Dwelling	0 feet
Participating Property without a Dwelling	0 feet
Public or Private Roadway	50 feet



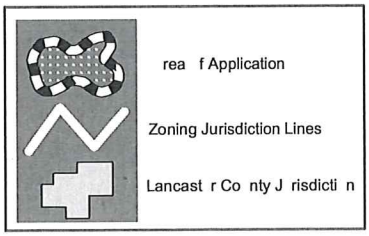
2018 aerial

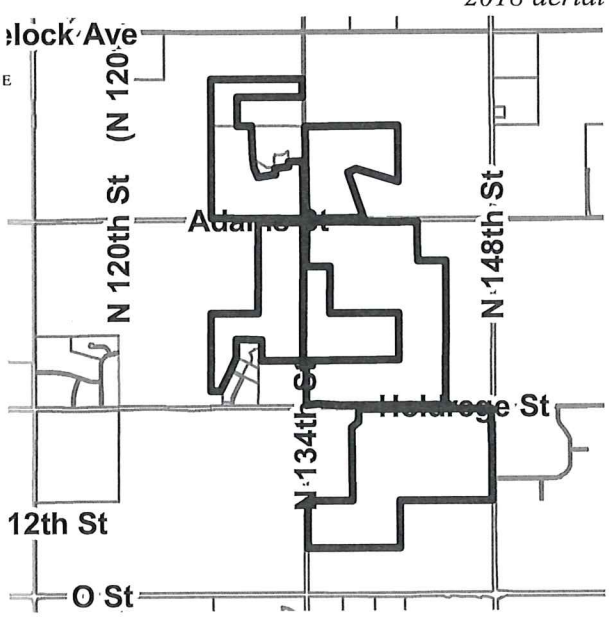
Special Permit #: SP19036
N 134th St & Holdrege St

Five Sq are Miles:
Sec.08 T10N R08E
Sec.09 T10N R08E
Sec.17 T10N R08E
Sec.16 T10N R08E
Sec.21 T10N R08E

Zoning:

R-1 to R-8	Residential District
AG	Agricu t ral District
AGR	Agricu t ral Residential District
O-1	Office District
O-2	Sub rban Offic District
O-3	Office Park District
R-T	Residential Transition District
B-1	Local B siness District
B-2	Planned Nei hborho d Business District
B-3	Comm rcial District
B-4	Linc ln C nt r Busin ss District
B-5	Planned Re iona B siness District
H-1	Interstat Commercial District
H-2	Highway Busin ss District
H-3	Highway Commercia District
H-4	Gen ra Comm rcia District
I-1	Industria District
I-2	Industria Park District
I-3	Employm nt C nter District
P	Pub ic Us District





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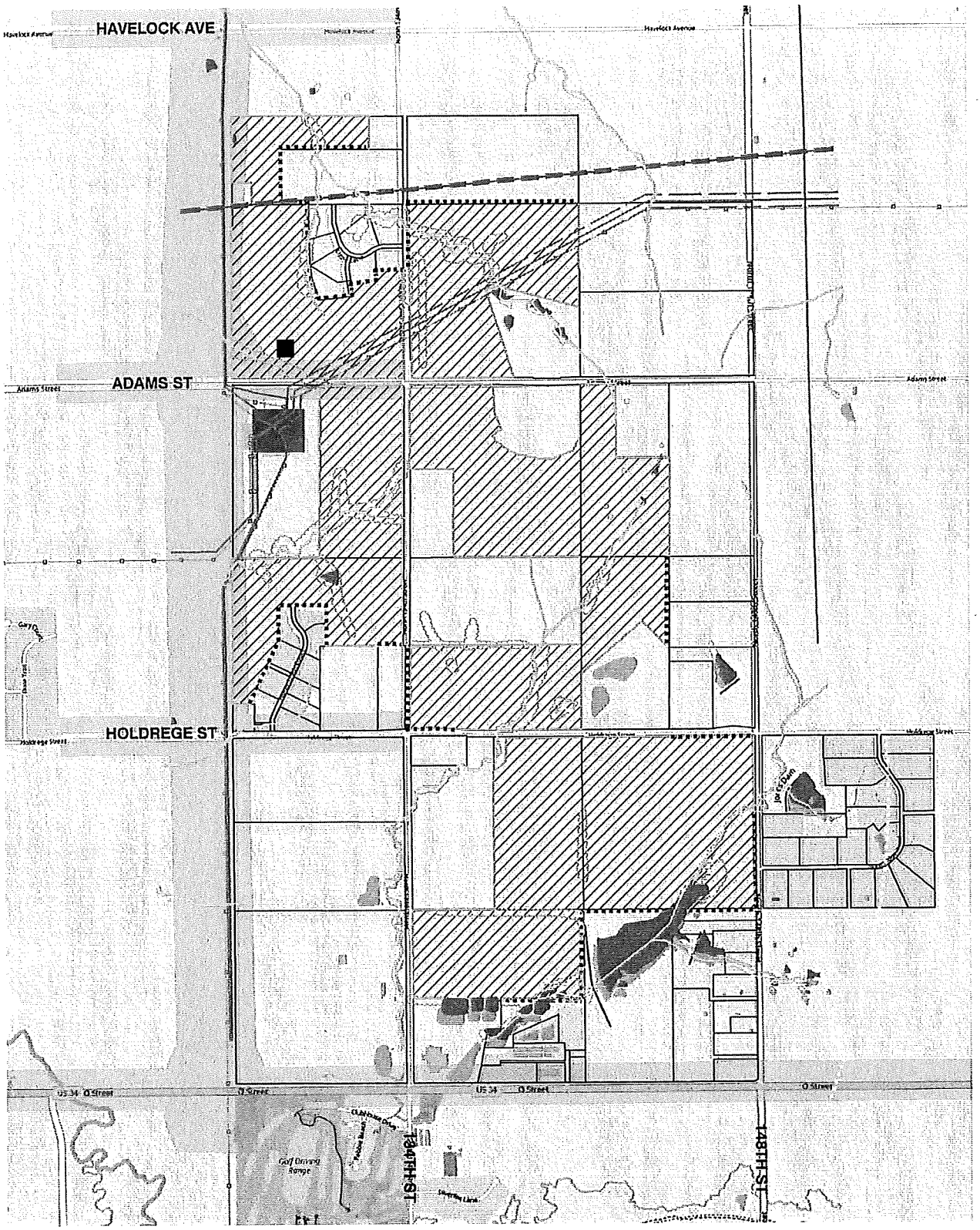
File: F:\DevReview\PlannerPacket\MXD\Ag ndadrawings.mxd (SP19036)

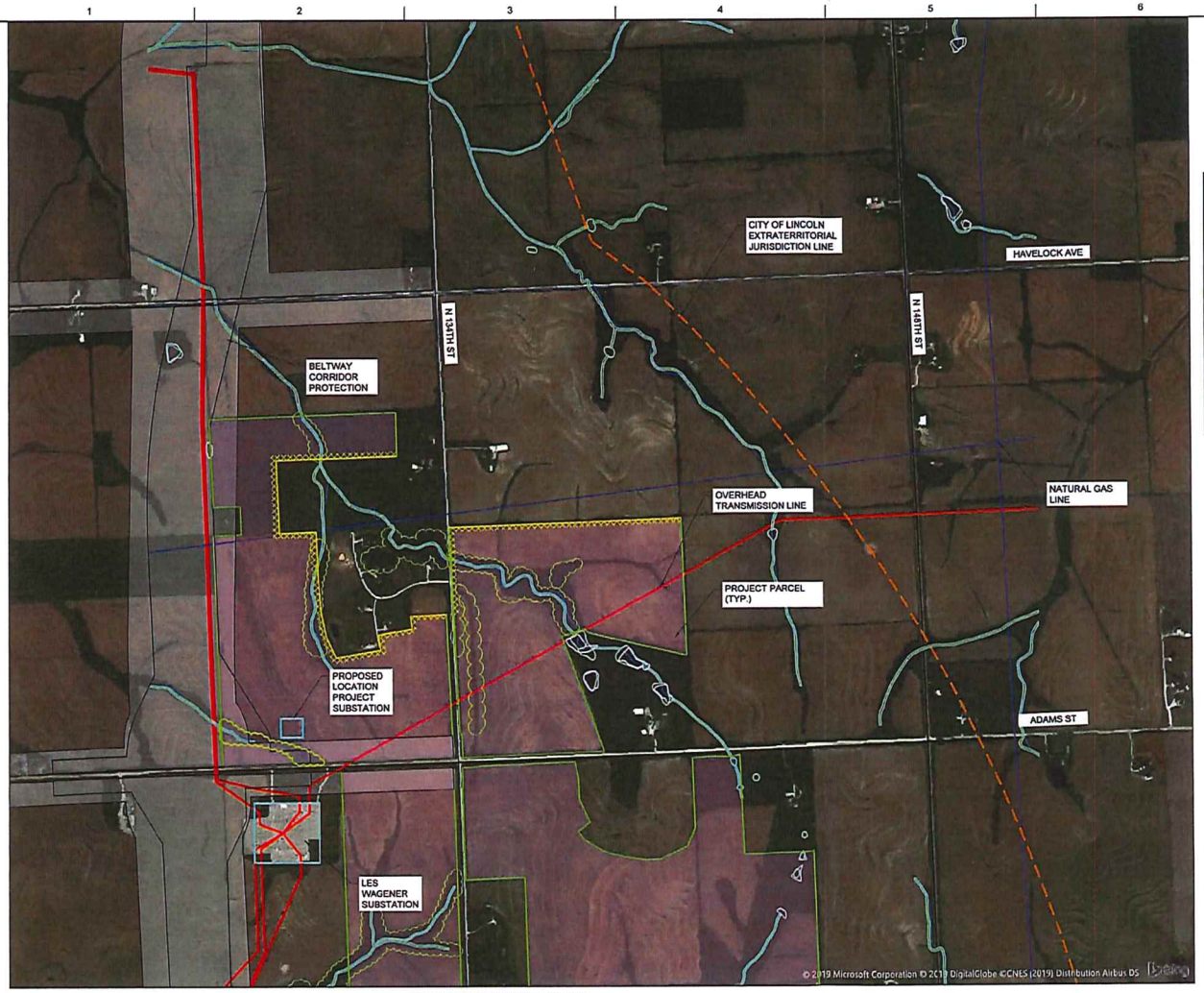


SALT CREEK SOLAR
A RANGER POWER PROJECT

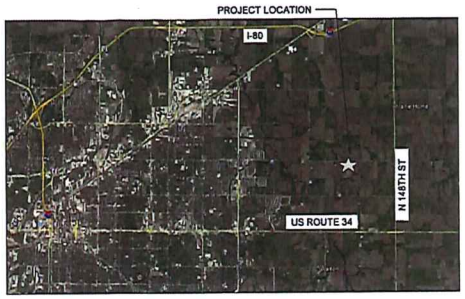
LEGEND

N

- Project Parcel
- Gas Line
- Beltway Corridor Protection
- LES Wagener Substation
- Overhead Transmission Line
- NHD Waterway
- NWI Wetlands
- NHD Water Body
- 50' Setbacks
- 100' Setbacks
- Existing Vegetation
- Vegetative Buffering
- Extraterritorial Jurisdiction Line
- Proposed Project Substation
- Project Area



MATCHLINE SEE SHEET 00C-02



KEY

- BELTWAY CORRIDOR PROTECTION
- PROJECT PARCELS
- OVERHEAD TRANSMISSION LINES
- NATURAL GAS LINES
- 50 FT SETBACK
- 100 FT SETBACK
- VEGETATIVE BUFFERING
- EXISTING VEGETATION
- CITY OF LINCOLN EXTRATERRITORIAL JURISDICTION LINE
- NWI WETLANDS
- NHD WATERWAY
- NHD WATERBODY

N

600 0 600 1200
SCALE IN FEET

PRELIMINARY

HDR

ISSUE	DATE	DESCRIPTION
A	7-24-19	ISSUED FOR PERMIT

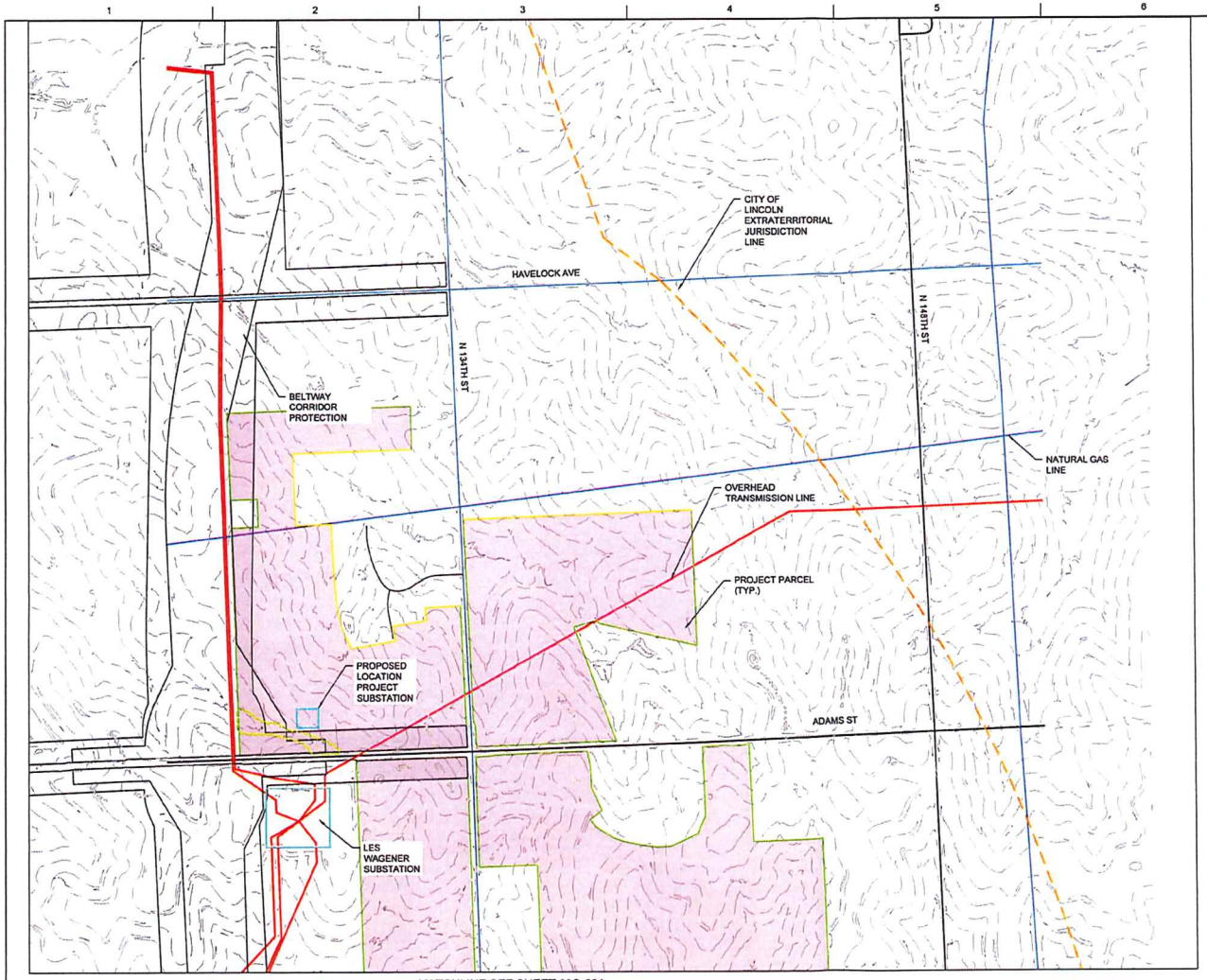
PROJECT MANAGER	
DESIGNED BY	M. BRAWLEY
DRAWN BY	M. BRAWLEY
PROJECT NUMBER	

SALT CREEK SOLAR
A SANGER POWER PROJECT

PROJECT SITE OVERVIEW

FILENAME	00C-01.dwg
SCALE	1" = 600'

SHEET 00C-01



MATCHLINE SEE SHEET 00C-02A

KEY

- BELTWAY CORRIDOR PROTECTION
- PROJECT PARCELS
- OVERHEAD TRANSMISSION LINES
- NATURAL GAS LINES
- 50 FT SETBACK
- 100 FT SETBACK
- CITY OF LINCOLN EXTRATERRITORIAL JURISDICTION LINE

N

600 0 600 1200
SCALE IN FEET

CONTOURS SHOWN = 2'

PRELIMINARY

HDR

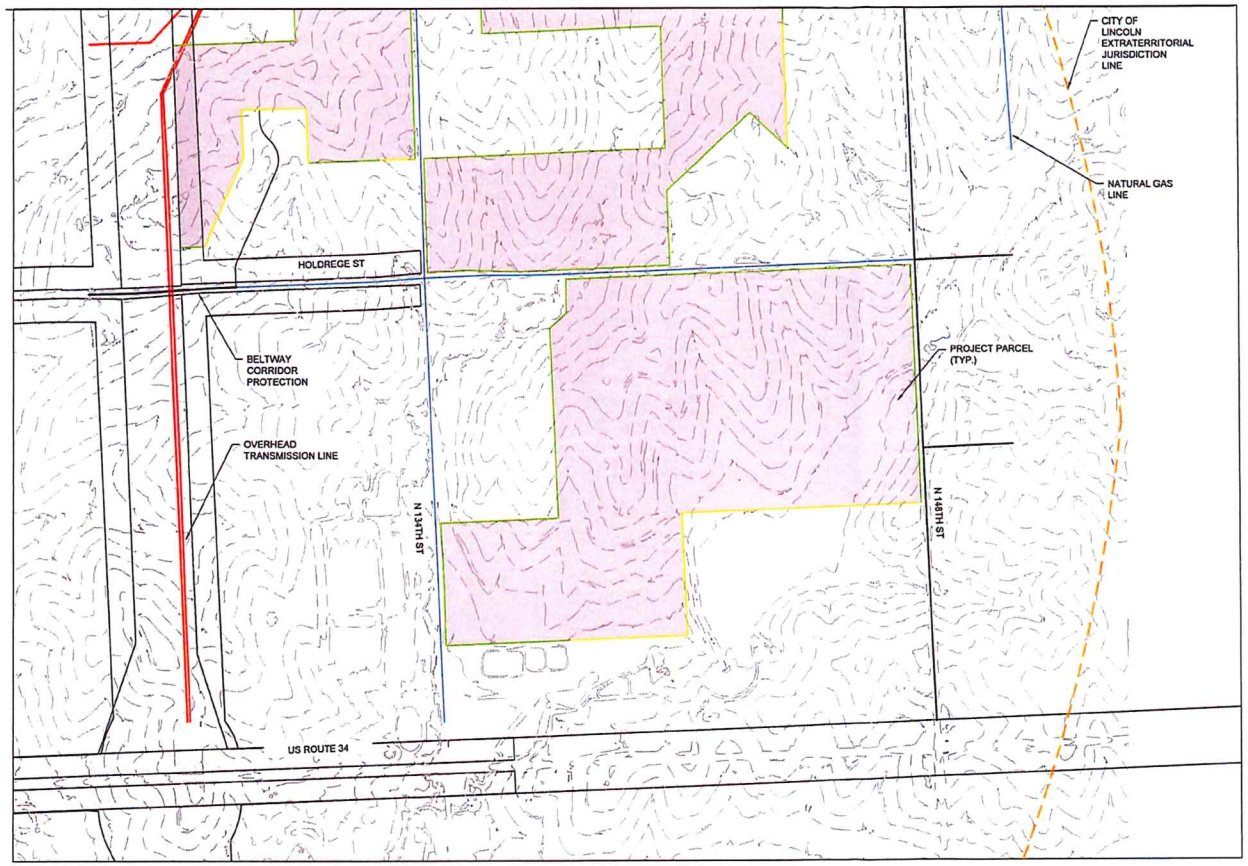
ISSUE	DATE	DESCRIPTION
A	7-24-19	ISSUED FOR PERMIT

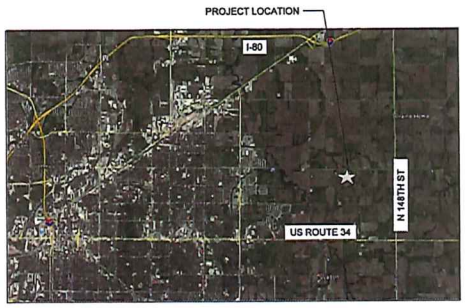
PROJECT MANAGER
DESIGNED BY M. BRAWLEY
DRAWN BY M. BRAWLEY
PROJECT NUMBER

SALT CREEK SOLAR
A RANGER POWER PROJECT

PROJECT SITE OVERVIEW CONTOURS

FILENAME 00C-01A.dwg
SCALE 1" = 600'
SHEET 00C-01A





KEY

- BELTWAY CORRIDOR PROTECTION
- PROJECT PARCELS
- OVERHEAD TRANSMISSION LINES
- NATURAL GAS LINES
- 50 FT SETBACK
- 100 FT SETBACK
- CITY OF LINCOLN EXTRATERRITORIAL JURISDICTION LINE

N

600 0 600 1200
SCALE IN FEET
CONTOURS SHOWN = 2'

PRELIMINARY

HDR

ISSUE	DATE	DESCRIPTION
A	7-16-19	ISSUED FOR PERMIT

PROJECT MANAGER	
DESIGNED BY	M. BRAWLEY
DRAWN BY	M. BRAWLEY
PROJECT NUMBER	

SALT CREEK SOLAR
A SANGER POWER PROJECT

PROJECT SITE OVERVIEW
CONTOURS

FILENAME 00C-02A.dwg
SCALE 1" = 600'

SHEET
00C-02A

MATCHLINE SEE SHEET 00C-01

KEY

- BELTWAY CORRIDOR PROTECTION
- PROJECT PARCELS
- OVERHEAD TRANSMISSION LINES
- NATURAL GAS LINES
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SCALE IN FEET

PRELIMINARY

HDR

ISSUE	DATE	DESCRIPTION
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SALT CREEK SOLAR
A SANGER POWER PROJECT

PROJECT SITE OVERVIEW

FILENAME 00C-02.dwg
SCALE 1" = 600'

SHEET 00C-02

EXHIBIT
3

Lancaster
EVENT CENTER
4100 North 84th Street Lincoln, Nebraska 68507
402.441.6545 www.lancastereventcenter.org

SPACE RENTAL AGREEMENT
2020

THIS AGREEMENT, entered into on _____, **2020** between the Lancaster County Agricultural Society, Lessor and:

Lancaster County
City/County Common Meeting
Ann Ames, Deputy Chief Administrative Officer
555 S. 10th Street, Suite110
Lincoln, NE 68508
Phone: 402.441.7496
Email: AAmes@lancaster.ne.gov

Lessee,

For the purposes of this Agreement and Rules and Regulations making up this Agreement, the term "Lancaster Event Center" shall mean the Lancaster County Agricultural Society, Inc. Any reference to the "Lancaster Event Center" shall include the adjacent grounds making up the Lancaster County Fairgrounds, Lincoln, Nebraska.

THAT WHEREAS, the Lessee has agreed to lease from Lessor, and Lessor has agreed to lease to Lessee certain rights, privileges and space within and adjacent to the Lancaster Event Center, Lincoln, Nebraska, during the term: **July 13, 2020** for the purpose of the **City/County Common Meeting** plus move-in commencing on and not before **12 noon July 13, 2020** unless specific arrangements are made with the Lancaster Event Center and move out prior to **3:00pm July 13, 2020.**

IT IS THEREFORE AGREED between the parties that Lessor has leased unto Lessee the following privileges and/or facilities:

Lessee advise on items highlighted orange
Key deadlines highlighted yellow
Event specific items highlighted blue

Lancaster
EVENT CENTER

Lancaster County
City/County Common Meeting 2020

Federal Tax ID:	**Sales Tax Exempt: Yes or No** (if tax exempt, please provide LEC an updated Form 13)
Nebraska State Sales Tax ID:	**Non-Profit Certificate on File? Yes or No**

Event pricing based on:
COLUMN B in Rental Price List provided *(pricing does not include taxes, if applicable, or unless otherwise stated)*

Event ID	17435
Invoicing Privileges	Ann Ames
Setup Days	Monday, July 13, 12:00 noon – 12:30 pm
Show Days	Monday, July 13, 12:30 – 2:30pm
Tear Down Days	Monday, July 13, 2:30pm – 3:00pm
Attendees	Guest seating max capacity is 384; total event capacity is 397
Vendors	None
Cafe/Catering	None
Keys	None

SPACES RESERVED with RENTAL FEES as of December 1st, 2019

LOCATION	Qty.	SETUP/ TEAR DOWN (per day)	Qty.	SHOW DAY (per day)	TOTAL
Lincoln Room with up to 65 tables, 520 chairs		$905	1	$1,809 Less 50% Local Gov't Discount	**$1,809 value** Normally $905
(Contract Rental Value) **TOTAL**					**No Charge** Community event donation from Lancaster County Ag Society
Security Deposit required to hold space is due when signed contract returned.					**No Charge**

Future Show Dates Requested: None

OTHER SERVICES REQUESTED TO DATE

See General Rules and Regulations and price list for other requirements and available services.

AUDIO/VISUAL

Built-in sound system & one cordless microphone included in each building	1	No Charge	N/C
One two-way radio provided per show building at N/C to contact LEC staff	1	$25/radio	N/C

SETUP/TEARDOWN SUPPORT
COVID-19: Lessee to ensure latest guidelines by local/state/CDC for COVID-19 are being followed including 6' physical distancing, use of masks, disinfecting of every touch surface between each person.
Promoters/Event Staff must check in at Business Office located north of the Lincoln Room upon arrival and before any setup can begin or items/vehicles/trailers can be left in parking lots.
Lessee to take pictures and advise LEC Operations Manager of facility and grounds damages noted upon move-in including doors, ceiling, carpet, fencing, etc. to ensure LEC aware of pre-existing damages and to ensure appropriate invoicing of repair costs.

Lincoln Room			
Tables – Banquet – up to 10	TBD	$10.00/table	**NC** Included in building rent
Chairs – Plastic – up to 397	TBD	$2.00/chair	**NC** Included in building rent

FLOORING

Lessee to communicate and enforce with all Guests/Vendors/Exhibitors:
LEC is proud of its CARPETED (MPA, Pavilion 4, Business Center) **and POLISHED FLOORS** (Lincoln Room, Lancaster Room & Business Center).

- Please help us keep the polished floors nice by NOT dragging metal across floors and cleaning up spills immediately. If you see a scratch or stain in your booth's floor upon arrival, notify LEC or show staff ASAP to take a picture or you may be charged.
- Carpet damages will be charged at LEC replacement cost for carpet that has to be replaced due to permanent stain, cut/rip caused by equipment/vendors. LEC is happy to provide on Lessee's request small pieces of cardboard or plywood to put under leaks, sharp equipment, hitches, etc.
- If you see a scratch, rip, or stain in your booth's floor upon arrival, notify LEC or show staff ASAP to take a picture or you may be charged.

Thanks for your help keeping non-profit LEC in great shape for all!"

ELECTRICAL

Events with 1-2 Show Days	Qty	Ordered 7 calendar days or more prior to first setup day	Qty	Less than 7 calendar days' notice before first setup day	Total
120 Volt Electrical Outlets *(per connection to LEC outlet or drop)*	2	$25/connection/show day	0	$50/connection show day	**NC** $50 value
208 Volt Electrical Outlets *(per connection to LEC outlet or drop)*	0	$50/connection/show day	0	$100/connection/show day	**NA**

Power Strips	TBD	$10/each	TBD
Extension Cords	TBD	$10/each	TBD
Carpet Runners (mandatory for any cords across traffic areas)	TBD	$10/each	TBD

NOTE: $50 for each extension cord/power strip not returned to LEC will be reflected on final invoice.

PARKING

Event parking to be in Lot A

SECURITY

2 LEC Door Monitors, 11:30am – 3:30pm, July 13	8	$28/hr/guard	**$224**

CAFES & CATERING – No food or beverage services at this event

INTERNET SERVICES – Up to 25 wireless connections to be provided at no charge for event staff use only

CLEANING
All trash to be placed in trash cans and all cardboard to be flattened and placed next to trash cans by end of event.
ADDITIONAL LEC REGULATIONS & TERMS
Lessee agrees to assist Lancaster Event Center in keeping Guests/Exhibitors in compliance with parking, fire, food, and alcohol regulations before and during the show.
Golf Carts and Personal Utility Vehicles driven be Lessee or Lessee's show attendees are not allowed without a signed LEC Utility Vehicles Rules & Liability Waiver Form from each driver.
Outside rental of vendor's golf carts, utility vehicles not allowed without written permission from Managing Director, as special insurance required.
Building Temperatures: LEC attempts to maintain a comfortable temperature environment throughout the facility as much as possible given specific requirements of each event and given our multi-purpose, outdoor-friendly building design e.g. radiant heat around exterior perimeter of buildings used to house animal shows much of the year and some buildings do not have air conditioning. In addition, certain areas of the facility may not keep as comfortable of a temperature due to the particular location one may be at in the facility (e.g. exhibitor booths that happen to be next to radiant heaters, breezeways, entrances, exits, garage doors, etc.). Lessee is asked to inform their exhibitors, vendors and visitors to expect that temperatures cannot be as climate-controlled as their home or an office building and that they should bring a jacket during cold times of year, dress in layers and/or vary clothing accordingly as they may be located in hotter or colder areas of buildings.
See Other Services Price List provided for additional requests.

Lancaster Event Center

GENERAL RULES AND REGULATIONS

effective December 1, 2014 (updated March 11, 2019)

The Lancaster Event Center is dedicated to providing an exciting and memorable guest experience while ensuring the safety and security of all guests. The following guide provides regulations and rules for all exhibitors and lessors attending any Lancaster Event Center event.

BASE RENTAL SERVICES INCLUDE:

Base rental fee provides only: basic reserved facility and event/show office at location, floor space, normal utilities including house lighting, ventilation, heat or air conditioning, as appropriate for the event, and restrooms and ordinary maintenance including cleaning of restrooms, removal of garbage, vacuuming and sweeping of floors, one wireless microphone per location, labor and equipment, including tables, chairs, tabletop or freestanding podium for the initial setup, based on availability, sufficient stage risers, based upon availability. NO SUBLETTING OF ANY BUILDING SHALL BE ALLOWED. The Lancaster Event Center SHALL NOT BE RESPONSIBLE for any item left in any building or surrounding grounds after the doors have been locked. **Rental of facility and fees shall be negotiated each year.** Notwithstanding anything in this paragraph to the contrary, Lessee may assign booth space to individual vendors who will sell merchandise except for outside food & beverages as specified below. Lessee may collect an exhibitor's fee from vendors for the event.

BASE RENTAL SERVICE DOES NOT INCLUDE:

Event security, event medical/first aid service, decoration and related services, storage of any exhibit/event related materials, special lighting, labor charges for additional services not specified in the contract, electrical outlets not specified in the contract, communication services such as telephone, fax, or data transmissions, Fire Marshal, labor and equipment to reset the room not specified in the contract.

DEPOSIT SCHEDULES -- Does not apply to this event

~~RESERVATION/DAMAGE/KEY DEPOSIT: A security deposit of minimum of 5% of the base facility rental value, unless otherwise specified, is required and shall be paid within thirty (30) days of receipt of contract in order to hold the date you have requested, unless otherwise specified. If the security deposit is not received within thirty (30) days, this Agreement shall be null and void. The security deposit shall be applied to the invoice at the time of billing or a check will be issued to the Lessee after the event, even if the security deposit was originally paid with cash. Checks are issued for accounting tracking purposes. In the event of cancellation, the security deposit is forfeited. The security deposit may also be used by the Lancaster Event Center, in its sole and absolute discretion, to secure the payment of or the performance of any of the following agreements by the Lessee:~~

~~(a) The payment of the cost of repair of any damage caused by Lessee to the Lancaster Event Center or its equipment;~~

~~(b) To pay any unpaid rent~~

~~(c) To pay any other costs or charges, which the Lessee has agreed to pay under this agreement;~~

~~(d) To pay any other costs, which are reasonable or necessary, upon the termination of this agreement;~~

~~(e) To return the Lancaster Event Center to the condition it was on the date of commencement of this Agreement (ordinary wear and tear not included).~~

~~If Lessee fails to pay or perform any of the Lessee's obligations under this Agreement, any part or all of the security deposit may be used by the Lancaster Event Center.~~

PUBLIC LIABILITY INSURANCE

A Certificate of Insurance naming Lancaster County Agricultural Society dba Lancaster Event Center is required as outlined below and must be received in the Lancaster Event Center Main Office **60 days prior to commencement of the event.**

Lessee agrees to carry Commercial General Liability insurance, including Premises/Operations and Products/Completed Operations coverage in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and/or property damage, unless otherwise specified by LEC. In addition, a $1,000,000 Umbrella Liability policy, unless otherwise specified by LEC, over the base Commercial General Liability coverage is required for the following events/renters: Bull Riding, Barrel Races, Rodeos, Equine events of any type, Cattle Shows of any type, Mud Runs, and Rental to Motor Sports Events of any type. In addition, for any type of motor sports event, Lessee is required to have to have $1,000,000 in participant legal liability and $50,000 in participant accident insurance. Said insurance shall be with an insurance carrier acceptable to the Lessor (A M Best and rating of A+ or better) and shall name the Lessor as an additional insured.

For events run by individual families or individuals, evidence of Homeowners Liability coverage minimum of $1,000,000 as part of a Homeowner's policy is required.

Proof of such insurance shall be provided in writing to the Lessor, at its Administration Office at Lancaster Event Center, Lincoln, Nebraska. Said insurance shall be in full force and effect at all times when Lessee is making any use or occupying in any manner the Lancaster Event Center or carrying on any activities associated with or incidental to the use of the Lancaster Event Center.

If you need assistance with insurance, you may contact the Lancaster Event Center's insurance provider to get a very reasonably-priced policy for your event. Contact UNICO Insurance, Jenny Zoucha or Marci Elam, 4435 O Street, Lincoln NE 68510 at phone 402.434.7200 or 800-755-0048 or fax 402-434-7272. Jenny Zoucha may be reached at jzoucha@unicogroup.com or 402.434.7232. Marci Elam may be reached at melam@unicogroup.com or 402.434.7237.

LESSOR'S RIGHT TO CONTACT VISITORS ON GROUNDS

Lessor reserves right to sample, survey and/or count all types of visitors to events held at the Lancaster Event Center by LEC staff or outside contracted firm, e.g. UNL Bureau of Business Research to help measure the economic impact of the public LEC operations. Lessor will make a good faith effort to notify Lessee in advance of survey operations if being conducted by outside firm, and in any case, the questions on survey operations can be directed to the LEC Operations Manager on site and/or to LEC Managing Director via cell phone. Lessee acknowledges that the Lancaster Event Center fairgrounds is a non-profit, unsubsidized public facility and supports the Lessor's right to solicit sponsorships and participation in other activities of the Lancaster Event Center and Lancaster County Super Fair of visitors and vendors while on the grounds of the Lancaster Event Center in support of helping maintain and improve the facility for the Lessee's and public's ongoing use. Lessor will make every attempt to make this contact in a way to not disrupt operations for particular visitors and for the Lessee's overall event. Lessee may choose to provide show participant counts and contact lists to Lessor in support of these information gathering efforts and lessen impact on their event.

GOVERNING LAW

This rental agreement shall be construed, governed and enforced in accordance with the laws of the State of Nebraska. For any dispute arising out of this rental agreement the parties hereby stipulate and agree

that any judicial proceedings relating to the rental agreement shall be limited to courts of competent jurisdiction in Lancaster County, Nebraska.

STATE AND LOCAL LAWS

Lessee is required to be aware of and compliant of local and state laws including fire safety, alcohol consumption, traffic rules and tax laws. For more information on sales tax that applies to events, please see information guides for "Sales at Special Events" at www.revenue.ne.gov or contact the Nebraska Department of Revenue at 402-471-5870. Note that non-profits are not entirely exempt from these tax rules.

DIRECTIONS

Our physical location is 4100 N. 84th St., Lincoln, NE 68507. We are located off Exit 409 from Interstate 80.

PARKING

Ample, free parking is available throughout the grounds on asphalt, gravel and grass lots. There are some designated no parking areas clearly marked on the grounds. Violation of the posted "No Parking" signs shall subject vehicle to towing and impoundment. **Lessee is required to help communicate and enforce the parking regulations with their vendors and visitors.**

CAMPING

Overnight camping fees are not included in the rental fee for these facilities. Overnight camping fees are per camp site per night with electricity of 30 amp or 50 amp, with 200 sites on rock. Water is available at the dump station nearby. Maximum 3' fire in enclosed fire pit provided by camper and attended by a responsible adult at all times, is allowed.

SMOKING POLICY

In compliance with local and state laws, the Lancaster Event Center is a smoke-free facility.

SECURITY

Lessee is required to use Lancaster Event Center security personnel for events with 500 or more people or when liquor is served or at the discretion of lessor. See services price list for more details. No outside security personnel of any kind may operate on the Lancaster Event Center property without written approval from the Lancaster Event Center Managing Director.

MEDICAL SERVICES

Lessee may be required to use on-site, on-call ambulance services when their event warrants it such as rodeos, runs, high number of attendees, etc. Contact Lancaster Event Center to call for a quote and arrange for these services for your event.

ATM LOCATIONS

For your convenience, there are automated teller machines (ATMs) located throughout the buildings.

ELECTRONIC SIGN ADVERTISING

Promotion on the outdoor electronic sign is provided at no cost starting on the Monday of event show week. If event falls on Saturday or Sunday, the event will be advertised on the prior Monday. If event falls on Monday, the event will only be advertised on event day. Please contact Lancaster Event Center for more information.

SIGNAGE

If Lessee wishes to advertise their events with lighted mobile signs, the vendor is Lessee's choice but the signage plan must be approved in writing by the Lancaster Event Center Managing Director no later than 30 days before they are installed. Signs may not be posted at any entrance gate to the Lancaster Event Center. No rented signs may be placed for an event, more than 7 days prior to a scheduled event. Signs may be posted at rented buildings if they do not interfere with traffic flow or pedestrian safety. Preferred locations at building entrances or main intersections must be reserved for the next nearest event. Events more than one weekend in the future, must take secondary sign locations, until preferred location is available. Other locations may be allowed with permission from the Lancaster Event Center management.

BANNERS AND SIGNS

The Lancaster Event Center has year-round relationships with sponsors that may include a permanent vendor location, permanent banner signage, and/or display equipment and/or material. Sponsors are added on a continual basis throughout the year. No Lancaster Event Center sponsor display material, banner or equipment may be removed for any reason. If any item is removed, there shall be a $250 fee for replacement of said item.

Banners and signs may only be hung with Lancaster Event Center approval in designated areas. No tape of any kind may be used on any painted surface other than 3M Command Strip or blue painter's masking tape. Removal of signs left behind, tape or other fasteners left behind, or damaging LEC buildings will be charged at rate of $50/hour/laborer to correct.

Banners and signs must not be obscene or cause any disturbance with other fans or equipment. Signs cannot interfere or block other guests from viewing events or with fire safety equipment / exits. The Lancaster Event Center reserves the right to remove any banner or sign without exception. No media advertising signs or remotes permitted without Lancaster Event Center approval.

No temporary signs advertising the event are allowed on Lancaster Event Center property along 84th Street or Havelock Ave. Lancaster Event Center requests that the Lessee include building(s) name and location in all advertising in order to direct attendees to the correct building location at the Event Center. If Lessee requires additional signage, signage services will be offered that fit your needs that are consistent with local laws.

SPONSOR SIGNAGE

Lessee has permission to place sponsor signage & signed vehicles in rented building spaces only e.g. booths, not in general use spaces such as lobbies, cafes, restrooms, parking lots, nor on LEC equipment such as the Kiser. For animal shows, Lessee may use the arena wall fence and chutes as long as in-place LEC signage is not removed or covered up. All existing LEC sponsor signage (banners, digital signs etc.) may not be covered up or removed during events as these are key marketing agreements that allow LEC to keep the rents as low as possible for our shows. If you or your exhibitors are interested in advertising in the parking lots, on the street sign, on the outdoor fences, on building walls, on the LEC web site or social media etc., please contact our Sponsorship Coordinator at 402.441.6545 as much in advance as possible.

TWO-WAY RADIOS

The show receives one (1) two-way radio at no charge to communicate requests to the LEC staff on duty. Rental of additional two-way radios may be available per services price list.

WIRELESS INTERNET

Wireless Internet service is provided exclusively by the Lancaster Event Center with a new high-speed system with many times more connections installed as of June 2015. Lessee will be provided up to two connections per show office at no charge. Lessee, exhibitors, vendors, and visitors can purchase Internet connections at fair market rates upon connection based on the length of time, number of device connections and speed of service they choose. For large trade shows with commercial business exhibitors, the internet may be locked in relevant buildings to provide a higher number and speed of connections for these exhibitors and a Tradeshow pricing for internet will be in effect. See price list for latest pricing on guest and exhibitor levels of internet service. **No outside wireless providers are permitted at the Lancaster Event Center.** For special internet connection needs, contact LEC Operations Manager no later than 30 days in advance of your show.

OUTSIDE VENDING/SOLICITATION

The distribution of promotional items, handbills, flyers, pamphlets, printed material as well as solicitation of signatures without written authorization from the Lancaster Event Center's Managing Director is strictly prohibited. The selling or sampling of merchandise, services, food, beverages, tickets or other items on the property without written authorization from the Lancaster Event Center's Managing Director is strictly prohibited. Please contact the Managing Director to inquire about the Outside Vendor Fee and pricing.

ALCOHOLIC BEVERAGE POLICY

No alcohol may be brought into the Lancaster Event Center. All persons must be age 21 or older and provide legal identification to purchase alcoholic beverages. Management has the right to refuse service at any time. Alcohol sales can be terminated at any time at the discretion of Lancaster Event Center management. By Nebraska State Law it is unlawful to consume alcoholic beverages at the Lancaster Event Center or adjacent grounds, except when purchased in a licensed location at the Lancaster Event Center. Any violation of the Alcoholic Beverage Policy will result in a minimum $250 fine to the persons responsible.

INTOXICATED GUESTS

The Lancaster Event Center reserves the right to deny entry to intoxicated guests. Any intoxicated guests causing a disturbance during an event will be asked to leave the facility.

OUTSIDE FOOD VENDORS

Outside food vendors are allowed with prior written approval and pricing from Lancaster Event Center's Managing Director and payment of Outside Food Vendor Fee. Contact the Lancaster Event Center Food & Beverage Manager no less than 30 days in advance of the event to request a price quote based on outside food vendor, size of event, and other services required for the outside food vendor (i.e. electrical, water, internet, etc.).

FOOD AND BEVERAGE CAFES

The Lancaster Event Center Catering and Cafes shall be the exclusive provider of food and beverage service in all facilities and the surrounding property, and shall retain all revenues received. Food and beverage service includes, but is not limited to, the sale of beverages (alcohol and otherwise), and food

items. The Lancaster Event Center Cafes offer a full range of menu choices from the traditional hot dogs and nachos to the palette-pleasing gourmet pizza and steak sandwiches and much more. Please note that outside food and beverages may not be brought into the Lancaster Event Center by any individual, including attendees, participants, exhibitors, employees, subcontractors, or representatives of Lessee, without written permission from Lancaster Event Center management. Lessee will not be allowed to sell, give away, or distribute samples of any food or beverage items without written permission from Lancaster Event Center management.

Lancaster Event Center asks that promoter add the following rules to their contract/participant information: "No outside food or beverages can be brought to the Lancaster Event Center including coolers and deliveries of prepared food from outside food establishments. Alcoholic beverages can only be consumed when sold by the Lancaster Event Center in designated areas. No sales or sampling of food products from vendor booths without prior approval from Lancaster Event Center. "

Any vendors giving samples of their (homemade or purchased) food product must have a level IV food handlers permit and/or catering permit on file at the Lancaster Event Center and a signed agreement and/or statement agreeing that it shall be small sample ONLY with one sample per customer and said statement on file at Lancaster Event Center. All arrangements shall be agreed upon not less than 30 days PRIOR to show. If agreements not on file, Lancaster Event Center reserved the right of refusal.

Please also note alcoholic beverages may not be taken out of the Lancaster Event Center. Lancaster Event Center shall furnish all food and liquor cafes at its customary charges and fees, and reserves the right to close food/beverage service at its discretion.

Contact the LEC Food & Beverage Manager for your cafes, catering and banquet to customize our food service to your needs with a specific quote to be finalized no later than 30 days prior to your event. Any special ordering of meals requested will be charged at a per person rate to be determined and agreed upon through LEC Food & Beverage Manager.

ELECTRICAL HOOKUPS

ALL ELECTRICAL CONNECTIONS MUST BE MADE BY LANCASTER EVENT CENTER ELECTRICIAN and will be charged based on when ordered.

Power strips are preferred. Any type of multiple plugs, such as twin sockets or cube tap must comply with UL listed regulations. Any type of multiple plugs, such as twin sockets, cube tape and etc. will not be permitted. Any such connections found in booth will, out of necessity, be rewired by Lancaster Event Center Electrician to conform to STATE FIRE MARSHALL REGULATIONS. Any electrical hookups found to not be compliant with fire code will be subject to a minimum $250 fine on the Lessee's final invoice plus cost to repair to fire code and UL standards at rate of $95/hour with 1 hour minimum. Lancaster Event Center will not be responsible for any equipment hooked to electrical service.

Lessee to provide electrical layouts & requests no later than 5 business days in advance of first setup day. Lessee will communicate any additional requests directly to LEC Electrician. The Electrician will provide LEC with accounting of all hookups performed to LEC with copy to Lessee by the first day of the show to resolve any disputes and to be added to the final invoice.

NATURAL GAS HOOKUPS

Lessee to provide a **booth list (booth number, vendor contact name/number/email) and map of gas hookups to the LEC no later than 25 business days in advance of first setup day** or be subject to a minimum $250 rush fee. All natural gas hookups will be ordered and the required permits and inspections ordered by Lancaster Event Center to ensure safety of our guests and facility and compliance with local laws and building codes. **Displays with gas must have gas hookup location marked 48 hours**

in advance of show opening to allow time for hook up, testing and city inspection or be subject to a rush fee. Lancaster Event Center will not be responsible for any equipment hooked to natural gas service.

LEC has installed permanent gas connections in some buildings based on historical trade show needs. Contact LEC Operations Manager for these locations and to arrange hookup and City inspection that LEC will coordinate. See contract for latest pricing for hookup per booth, per connection and for connection valve is not provided by exhibitor. There may be additional charge if gas connection is requested in location other than those already permanently installed. Charges for gas hookups will be placed on Lessee final invoice, with copy of the billing given to Exhibitor and Show Office upon install during setup.

NATURAL GAS DISPLAYS

Normally Fire Code prohibits open flames inside buildings. The Fire Marshall has made a limited exception for events with natural gas features being sold at the Lancaster Event Center such as Home Shows, trade shows, etc. where these natural gas features are key to driving sales and overall show experience. The following Fire Marshall restrictions will be strictly enforced by the Lancaster Event Center:

1. Flames are to be kept at a height of no more than six inches (6").
2. Flames are kept 3 feet or more away from all combustibles.
3. Any vendor with open flames in a display must have the appropriate fire extinguisher in their booth and be trained to use it.
4. A trained and responsible adult exhibitor staff member must be present in the booth while the flame is going at all times to ensure these restrictions are followed and no guests, including children, can get too near the flames. The Lancaster Event Center will be enforcing these rules strictly for the safety of the facility and all guests and reserves the right to ask for any open flame display to be removed immediately if not in compliance for any reason.

OUTSIDE EQUIPMENT

Note: LEC to advise types of heaters permitted by Fire Marshall.

Use of **electrical heaters** are allowed if the heater has a 1,500-watt maximum. Using an extension cord to run electricity to heaters are not allowed and electrical heaters must be 3 feet away from combustibles (see heater's manual). Electrical heaters need to be turned off when unsupervised. Gas or propane heaters are NEVER allowed.

Use of **electrical equipment** of standard personal-use size (e.g. household-size fans, laptops, cell phones) will be allowed using existing building 110 outlets. However, use of family or commercial-size equipment drawing beyond personal use quantity of electricity will be potentially charged an additional electrical fee to the Lessee including use of turbo fans, Circuit II-type hair dryers, and refrigerators. **Swamp or evaporative coolers ARE NOT ALLOWED AT ANY TIME.**

Use of **cooking equipment** such as microwaves, crockpots, grills, hotplates and smokers are not allowed at any time due to fire hazard unless exception granted in writing by the LEC Managing Director and Lessee enforces fire code in terms of cord handling and having fire extinguishers of certain size/type nearby.

Open flame cooking in the buildings is not allowed under any circumstances. **Propane tanks** are not allowed in the buildings without written permission of the LEC Managing Director and in that case must still be limited to 5-pound containers 20 feet away from any other propane container, per Fire Marshall.

Smoke and/or Vapor machines are not allowed at any time as they interfere with fire alarm system.

Lancaster Event Center will not be responsible for any personal equipment used at our facility.

EQUIPMENT RENTAL

All equipment will be operated and setup by Lancaster Event Center operations personnel unless otherwise approved by the LEC Managing Director in writing. Tables, chairs, risers, etc., in excess of rental agreement will be made available at applicable rates up to available inventory. See services list for latest pricing.

Lessee may work with decorator of their choice or **LEC recommended decorator AAA Rents** offering special rates for LEC customers. Contact **Becky Boehm with AAA Rents** at 402.467.4151 or www.aaarentsevents.com for pipe & drape, chairs, tables, easels etc. as desired.

Lessee may work with equipment dealer of their choice or **LEC recommended equipment dealer Riekes Equipment** specializing in fork lifts and scissor lifts offering special rates for LEC customers. Contract **Brian Zimmerman with Riekes Equipment** at 402.639.3197 or bzimmerman@riekesequipment.com for your equipment needs.

Lessee to notify LEC of setup and tear down times for any outside equipment rental on work orders for each space where applicable.

PUBLIC ADDRESS SYSTEM

The following locations have dedicated wireless microphones which are labeled on the microphone:

Lincoln Room (2)
Multi-Purpose Arena (2)
Pavilion 1 (2)
Pavilion 2 (1)
Pavilion 3 (2)
Pavilion 4 (Amy's Arena) (2)

Wireless microphones are to be checked out in the Lancaster Event Center Administration Office and checked back in at the conclusion of the event. If any microphones are not checked in at the conclusion of the event, a replacement fee of cost + 10% handling shall be charged to the Lessee.

STALLS

Standard rental of stalls shall be charged on the fee schedule in the latest services price list. Counting of stalls will be taken by LEC Staff and reported to the show office each morning. (Forms for signatures of count agreements will be provided by LEC Staff.) Early and late stalls will be charged at an agreed rate between Lessor & Lessee and will be collected by Lessee unless otherwise agreed upon in the show contract.

SHAVINGS

Shows are encouraged to use LEC's pre-pay and pre-bed service for faster check-in experience by getting shavings orders with payment and stall maps to LEC no later than 2 weeks before your show. You may have your exhibitors reserve and pay for their shavings (and camping, disinfectant etc.) directly with LEC by calling us at 402.441.6545 or emailing us at sales@lancastereventcenter.org. Online ordering available at lancastereventcenter.org.

Lessee is required to communicate to their exhibitors: "LEC shavings service includes disinfecting of each stall, delivery to your stall and post-show soiled shavings removal. No outside shavings are allowed. If outside shavings or other bedding materials other than rubber mats are found in the daily stall counts, show manager will be charged an additional $50.00 per stall."

FREIGHT OR SHIPMENT OF MATERIALS

Lancaster Event Center will accept any non-perishable, non-hazardous materials, equipment or freight sent to the facilities, only if such delivery had been prearranged with the Front Office and the delivery is clearly marked to indicate the intended receiver and the name of the event as follows:

Lancaster Event Center
Attention: Show Name / Booth (Number)
4100 N. 84th St.
Lincoln NE 68507
402.441.6545

Lancaster Event Center will not accept C.O.D. Deliveries. All prearranged deliveries will be accepted in the Lancaster Event Center main office and will remain in that location or a secure bulk storage location of the Lancaster Event Center's choice. The Lancaster Event Center cannot be held accountable for the security of packages that have not been prearranged with the Front Office.

LOST AND FOUND

During and after events, lost and found items are turned in and stored in our Main Office in the front of the Lincoln Room. Found items will be stored for 10 days following an event. The Lancaster Event Center is not responsible for any lost, stolen or misplaced items left in the building after the doors are locked and lights are turned off after the show.

ADDITIONAL REGULATIONS

1. LIABILITY Lessor shall not be responsible for any damage to exhibits, merchandise, or concession caused by thefts, wind, hail, fire or water or any cause whatsoever. Lessee shall defend, indemnify, and hold harmless Lessor against any and all losses and expenses (including reasonable attorneys' fees), claims, costs, causes of action, damage to property, arising out of or in consequence of this agreement, but only to the extent such injuries of damages arise out of any act or omission of Lessee, including Lessee's officers, officials, employees, ~~volunteers, agents, contractors, guests and invitees~~. Lessor shall defend, indemnify, and hold harmless Lessee, including Lessee's officers, officials, employees, volunteers, agents, contractors, guests, vendors and invitees against any and all losses and expenses (including reasonable attorneys' fees), claims, costs, causes of action, damage to property, arising out of or in consequence of this agreement, but only to the extent such injuries of damages arise out of any act or omission of Lessor, including Lessor's officers, officials, employees, volunteers, agents, contractors, guests and invitees.

2. CONDUCT Lessee agrees that the privileges hereby granted will be conducted according to the current edition of the Rules and Regulations of the Lancaster Event Center and the laws of the State of Nebraska and without infringement upon the rights and privileges of others, and Lessee shall not handle or sell any commodity or transact any other business whatsoever upon and within the Lancaster Event Center except that which is herein expressly stipulated and contracted for and will confine transactions to premises and privileges provided herein.

3. RIGHTS Neither this Agreement nor the privileges granted herein can be assigned or otherwise disposed of without the written consent of Lessor. No oral agreements not incorporated herein and no alternations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

4. GRASS No exhibits or vehicles shall be located or parked on the grass areas without written permission of Lessor.

5. INSPECTION Lessor, by its authorized agents and employees, shall have full unrestricted access to the Lancaster Event Center at all times to examine the condition thereof and to enforce any or all of the Rules and Regulations, but shall not exercise the right in a manner to interfere unreasonably with the business of the Lessee. Complimentary admission for any Lancaster County Agricultural Society Board Members or Lancaster Event Center employees is at the discretion of the show manager, without exception.

6. DAMAGES Lessee shall pay the Lessor full repair or replacement cost, at Lessor's option, for any and all damage caused by the Lessee to the Lancaster Event Center, and the Lessor's buildings, landscaping and improvements. Lessee will surrender the premises to the Lessor in as good condition of repair as when received, ordinary wear excepted. Lessee has examined the premises and knows the condition thereof and accepts in present condition.

7. FIRE SAFETY Lessee shall not block or interfere in any way with fire equipment and maintain 3' clearance around extinguishers, hoses, pull boxes, fire hydrants etc. A minimum 44" clearance path must be maintained in front and back of every people door and hallway for fire exit both inside and outside of buildings. Lessee, exhibitor or vendor equipment blocking access, including in livestock stall corridors, may be asked to be moved. All temporary extension cords, if allowed by Fire Marshall, must be taped down or covered with rug runners but these cords should not be in front of fire exits in any case or major people pathways. LEC has rug runners available for rent. Lessee shall comply with all other requirements and standards of the Fire Marshall's office. See Outside Equipment rules for additional fire safety rules.

8. REMOVAL RIGHTS Lessor reserves the right to remove any exhibits, cafes, signs, banners or advertising matter which may be deemed unsuitable or objectionable by Lessor.

9. PARKED VEHICLES INSIDE WITH GAS ENGINES Lessee must communicate and help enforce these Fire Marshall rules & regulations for all vehicles parked inside the buildings: 1. Vendor vehicles are only allowed temporarily in buildings for a short time to actively load and unload during setup and tear down when not open to general public or 2. Display vehicles must have one battery cable disconnected with end taped, gas cap locked and sealed with tape, and no more than ½ tank or 10 gallons of gas (whichever is less). Trailers without gas engine may be displayed with battery connected to run lights. All fueling must occur outside the building. Vehicles cannot be moved during the show, only during setup/tear down when not open to the general public.

10. CHANGES Lessor reserves the right to change Lessee's location or dates, or cancel an event, if Lessor requires the rental facility on the corresponding date or dates.

11. HORSE SHOWS: Pursuant to Nebraska Revised Statute Sections 25-21, 249, et seq.: **Warning – Under Nebraska Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.**

PAYMENT TERMS

Minimum 5% of base space rental value, unless otherwise specified, due as security deposit due within 30 days of signing contract to confirm and hold space for your event.

Final full payment is due on the last day of the event. A monthly service charge of 1.33% (Annual Rate 16%) shall be applied to any balance unpaid one month after invoice date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lincoln, Nebraska, the day and year first above written.

Lessee Signature: _____

Title: _____

Organization: _____

Date: _____

Phone Number: _____

Lessor Signature: _____

Title: Managing Director

Organization: Lancaster Event Center

Date: _____

Please initial each page and sign last page and send original signed copy with deposit payable to:

Lancaster Event Center

4100 North 84th Street
Lincoln, Nebraska 68507
Phone: 402.441.6545
Fax: 402.441.6046

If you prefer to pay by credit card with a 4% handling fee or have any questions, please contact us at our phone above or email sales@lancastereventcenter.org.

Contract/Event ID: 17435

Handed On: _____

If signed contract is not returned within thirty days (30) days, contract shall be null and void.