

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, July 26, 2013 AT 3:00 P.M.

CITY-COUNTY BUILDING
555 S. 10TH STREET
CITY COUNCIL CHAMBERS ROOM 112
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)
2. Public Comment and Time Limit Notification Announcement (Chair Beutler)

Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.

3. Approval of the minutes from the JPA meeting held July 12, 2013 (Chair Beutler)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
4. Approval of June 2013 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
5. Review of June 2013 Expenditure Reports (Steve Hubka)
 - Public Comment
6. WH 13-73 Resolution to approve Amendment No. 1 to the Consultant Agreement between Thornton Tomasetti, Inc. and the West Haymarket Joint Public Agency to expand the scope of structural engineering services with regard to the failure and partial collapse of a concrete bridge girder which supports the pedestrian bridge at the Pinnacle Bank Arena. (Chris Connolly/Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
7. WH 13-74 Resolution authorizing and providing for the issuance, sale and delivery of general obligation promissory notes, in an aggregate principal amount not to exceed \$10,000,000.00, for the purpose of paying the costs of land acquisition and improvements thereon in connection with constructing, equipping and furnishing a new sport/entertainment arena in the West Haymarket Area of the City; prescribing certain terms of the notes and approving certain other documents and actions and related matters. (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

*If conflicting meeting ends early, this meeting will be held in City Council Chambers Room 112

8. WH 13-75 Resolution approving an agreement with Lincoln Depot Partnership to acquire a pedestrian access easement; providing to Lincoln Depot Partnership \$50,000 for improvements in the pedestrian access easement area; and authorizing the Chair to execute the agreement and related documents. (Chris Connolly)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
9. Set Next Meeting Date: Thursday, August 8, 2013 at 3:00 p.m. in Room 112
10. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
July 12, 2013

Meeting Began At: 3:02 P.M.

Meeting Ended At: 3:50 P.M.

Members Present: Tim Clare, Chris Beutler, Doug Emery

Item 1 -- Introductions and Notice of Open Meetings Law Posted by Door

Chair Beutler opened the meeting with introduction of the Board members. He advised that the open meetings law posted at the back of the room is in effect.

Item 2 -- Public Comment and Time Limit Notification

Public comment is welcome. Beutler stated that individuals from the audience will be given a total of five minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record and sign in.

Item 3 -- Approval of the minutes from the JPA meeting held June 14, 2013

Beutler asked for corrections or changes to the minutes of the June 14, 2013 meeting. Being none, Clare moved approval of the minutes. Emery seconded the motion. Motion carried 3-0.

Item 4 -- West Haymarket Progress Report

Paula Yancey, PC Sports, distributed a project status update for the Pinnacle Bank Arena and associated infrastructure projects. The local participation report shows all the workers on the project, including professional and engineering workers. There have been 2,882 workers including 1,685 (58%) from Lincoln/Lancaster County and another 916 (32%) from Nebraska outside Lancaster County. In reviewing the 2,606 Davis Bacon construction employees, there have been 1,544 (59%) workers from Lincoln/Lancaster County and another 865 (33%) Nebraska workers from outside Lancaster County. There have been 434 contracts let with 322 or 74% going to Nebraska firms.

Adam Hoebelheinrich, PC Sports, proceeded with the infrastructure progress update for the area around the arena. He displayed the following photos:

- Progress has been made in the festival area. The parking lot is now 2/3 done and the driveways into the parking lot are complete. Crews are now starting on the ramp and steps up to the bridge.
- The canopy is progressing well. Painting and roof installation began this month. In the next week or two crews will start pouring the platform under the canopy.
- Sampson Construction is working on silva cells. Silva cells are areas for trees to grow so they can grow properly and not get into pipes.
- Crews will be doing landscaping at the double roundabouts, which will include sod and irrigation systems.

- Hausmann/Dunn has progressed well on Parking Deck 1. It will open on August 1. They are currently installing parking equipment and striping parking lanes.
- View of the overall site off the parking garage looking to the southeast. Oscar has started construction and has a pile operation going.
- Q Street has been poured since the last meeting. They are now working on the sidewalks. Hawkins has done an excellent job with the street project. They are ahead of schedule as far as drivable surfaces. The last major drivable surface was poured yesterday. Hawkins now just has a bike lane, sidewalks and some inlets to finish up. They are looking at starting to open streets in late July or early August.
- Backfilling of the DEC south extension piping has started. They now have some pressure tests and pipe flushing to do.
- Aerial photo of the Arena taken on June 17, 2013.
- Overall aerial image of progress to date on the entire Haymarket site as of June 17, 2013.

John Hinshaw, Mortenson Construction, gave an update on the Arena.

Milestones achieved this month include the following:

- Successfully made ice in the Arena at the end of June.
- Premium level is complete.
- Sound system is up and running.
- Exterior lighting has been installed.
- Site signage is going up.
- Site paving is nearing completion.
- Garage concrete has been completed and they are working on the punch list.
- Super Flush, to simulate half time in the arena, was successfully completed.
- Worked 185 days without a safety incident.
- Down to 200 craft workers on site daily, from a high of 350-400.
- They have worked 402 days with only one safety incident.

Hinshaw displayed photos of the following:

- Workers cleaning the seats.
- Wet floor from where the ice was tested at the end of June.
- Punch list process with Mortenson, SMG, DLR and PC Sports present.
- Terrazzo floor operation is ongoing in the lobby.
- Main Concourse is nearing completion. The floor has been polished.
- Premium level finishes are completing.
- Suites are complete, just doing punch list items.
- North face of the garage, the entryway needs to be finished up.
- Signage installed along Pinnacle Bank Drive
- The concrete was poured for the front entrance of the arena in June.
- The light sculpture in the Lobby.

Beutler noted that the picture on the front of the handout shows lighting shooting upwards illuminating the underside of the arena dome. He wanted to make sure that was actually how it would look. Hinshaw confirmed it would. The lighting has already been installed and was on this morning. The lighting goes all the way around with the exception of the north side. That is where the Pinnacle Bank Arena sign will be and it will be lit up. The N will also be lit up on the east side.

Clare asked if the project is still on time. Hinshaw said yes, they will probably be a day or two early.

Jane Kinsey, Lincoln Watchdogs, came forward and asked who was working on the pedestrian bridge. Paula Yancey stated several firms are working on it. Hawkins is the General Contractor and e.Construct is the engineer of record. Thornton Tomasetti is the third party independent inspection reviewer and there are several other layers of review that are ongoing. Beutler noted that the Board will be discussing the bridge under Item 7, and asked Kinsey to come forward at that time.

Item 5 -- WH 13-60 Resolution to approve the Amended Memorandum of Agreement by the West Haymarket Joint Public Agency pursuant to the Department of Environmental Quality by the Remedial Action Plan Monitoring Act to incorporate modifications to the property boundaries covered under the Voluntary Cleanup Program for the former Alter Scrap and JayLynn, LLC parcels.

Frank Uhlarik, Public Works, brought forward an amended agreement with Nebraska DEQ regarding the boundaries of the Alter and JayLynn properties. These properties have been modified and included in the Voluntary Cleanup Program (VCP). There are no fees, costs or issues associated with this agreement, just legal boundaries that need to be updated. The original parcels were bounded by rail lines that have been removed and the new boundaries take into account those modifications. This is just a formality to get the revised property boundaries directly into the Memorandum of Agreement and VCP application.

Beutler asked if this is a negotiated agreement with the regulators. Uhlarik answered yes, and added that NDEQ has already reviewed and approved it.

Beutler asked for public comment. Seeing none Clare moved approval of the resolution. Emery seconded the motion. Motion carried 3-0.

Item 6 -- WH 13-61 Resolution to approve an Adoption Agreement for Professional Services between Radiant Systems, Inc., NCR Corporation, and the West Haymarket Joint Public Agency regarding the purchase and installation of hardware and software for the Arena, pursuant to Bid No. 12-257, to bind Radiant Systems, Inc. as a party to the Agreement.

Canda Jellenc, PC Sports, explained that this resolution is an amended Memorandum of Agreement between NCR, Radiant Systems and the JPA. Radiant Systems and NCR are providing all of the hardware and software for the points of sale in the concessions. Radiant Systems is a subsidiary of NCR and they would like to amend their contract to state the same. This would not change any of the provisions of the original agreement.

Beutler asked for public comment. Seeing none Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 7 -- WH 13-62 Resolution to approve and ratify the Letter Agreement between the West Haymarket Joint Public Agency and JACOR Contracting, Inc. for labor, equipment, materials and insurance for epoxy injection mock-ups of precast girders for the Pinnacle Bank Arena Pedestrian Bridge Project.

Chris Connolly, City Law Department, explained that this is a ratification of an agreement with JACOR Contracting. They are a specialty contractor hired to do testing on portions of the pedestrian bridge to determine if epoxy can be successfully injected into some cracks. The engineers can then determine if this is the kind of fix they want to move forward. JACOR needed to be hired right away, however, if

they are needed for more extensive work. Hawkins has agreed to bring them on as a subcontractor. This should be the only time they are hired directly through the JPA.

Emery asked if the costs associated with this would eventually be part of a claim against whoever is determined to be responsible for the bridge failure. Emery wants the public to know that the JPA is doing this with the understanding that they will be refunded. Connolly agreed and noted that his office intends to pursue the appropriate party for any expenses the JPA is incurring because of the failure.

Beutler asked for public comment. Jane Kinsey came forward and asked what other companies were working on the pedestrian bridge and if Thornton Tomasetti was monitoring Hawkins as they work on the rest of the bridge. Connolly stated that Tomasetti does not have someone on site every day, but is fully aware of everything that is going on. They are involved in weekly meetings and are reviewing all of the reports the engineers are preparing. The other companies involved are Olsson Associates who did the design, Wiss Janey Elstner Associates out of Chicago, Olson Engineering out Denver and Terracon.

Kinsey asked how much this testing would cost. Connolly advised that they do not yet have a figure but the testing is limited to less than \$10,000. This was something that needed to be done right away as a result of the reports and observations of the engineers. If further work is needed, JACOR will be hired by Hawkins.

Hearing no further public comment, Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 -- WH 13-63 Resolution to approve and ratify Lease Addendum #3 with CH Ltd. (as Landlord) which assigns the Lease for the use of the premises known as 200 Armour Bldg., 100 N. 8th Street, Lincoln, NE 68508, from Legends Sales & Marketing, LLC (as Tenant) to the West Haymarket Joint Public Agency.

Dan Marvin reported that this resolution is a transfer of a lease agreement from CSL Legends to the JPA. In 2010, the JPA contracted CSL Legends to sell naming rights, sponsorship rights, suites, club seats and loge boxes. That process has been completed so the JPA is picking up the cost of the lease until the lease term is over, which will be on October 31. SMG staff has grown and so their overflow will operate out of this building. Marvin will bring forward another deductive change order for about \$300,000 to reduce the original contract with CSL Legends at a future meeting.

Beutler asked for public comment. Seeing none, Clare moved approval of the resolution. Emery seconded the motion. Motion carried 3-0.

Item 9 -- WH 13-64 Resolution to approve the Theatrical Xenon Spotlights Contract with Theatrical Media Services Inc. for the furnishing and installation of the spotlights for the Pinnacle Bank Arena described in Bid No. 13-199.

Yancey stated that this resolution is for approval of the furnishing and installation of spotlights in the Pinnacle Bank Arena. These are the big lights that are put up in the catwalks, shine down on the stage, and provide theatrical lighting. They were bid through the Purchasing Department. The first bid came in over budget due to some confusion as to how to fill out the form. It was then rebid and Theatrical Media Services was the successful low bidder at \$117,612, which is within the budget. Pershing currently has four spotlights that are in use at their facility that they will continue to use until Pershing

closes its doors. They will then be brought over in addition to these. Those lights are 20 years old so some new ones are needed for the arena to be active during the crossover time of both buildings.

Beutler asked for public comment. Seeing none, Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 10 -- WH 13-65 Resolution to approve the Restroom Supplies Contracts with Cash-Wa Distribution Co. and Hillyard Inc. to provide and install Restroom Supplies as described in Bid No. 13-154 for the Pinnacle Bank Arena.

Rick Peo, City Law, came forward and informed the Board that they accidentally included a City contract on the agenda. This item does not need JPA approval and can be approved by the Mayor through Executive Order. He asked that this item be removed from the agenda.

Without objection, Beutler removed item WH 13-65 from the agenda.

Item 11 -- WH 13-66 Resolution authorizing the Chairperson of the West Haymarket Joint Public Agency to enter into a Contract not exceeding the budgeted amount with the lowest bidder (or sole source provider as the case may be) for the furnishing and installation of a Cisco United Wireless Network to match the existing Cisco infrastructure.

Yancey stated that this resolution is for the JPA Chair to enter into a contract with either the low bidder or sole source provider for the wireless network in the arena. This contract has a not to exceed amount of \$475,000. This package has been designed in such a way that it aligns with the current Cisco infrastructure and equipment that is already installed within the building. It is currently out for bid and closes on July 17. If the bids are within the quoted numbers they have from some vendors, the contract can be awarded. If the bids are over the budget numbers then they would look at a sole source provider to keep it within the FF&E budget. This approval will allow them to get the equipment installed as quickly as possible.

Clare asked if it would be installed in time for the opening. Yancey is hoping so but it might not make the August 14 date. She will then push to have it for some of the major event dates. Beutler stated that this purchasing method is not out of the ordinary for this kind of situation, and asked if this has been approved by the Purchasing Department. Yancey confirmed that it was and added it was also approved by the Law Department.

Beutler asked for public comment. Seeing none, Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 12 -- WH 13-67 Resolution authorizing the JPA's Chair or Purchasing Agent to enter into contracts or issue Purchase Orders respectively to the lowest bidder for the furnishing of the following Pinnacle Bank Arena FF&E items: (1) Remaining Furniture Items, Medical Tables, Outdoor Patio Burners; (2) Window Treatments; (3) Electrical Services Dis. Equip.; (4) Draping/Curtains; (5) Material Handling Equipment; (6) Sound and Lighting Equipment; (7) Small Tools, Storage Racks, Traffic Control; (8) Smallwares; (9) Kubota Utility Vehicles; (10) Café Express; and (11) Club Car Carryall.

Jellenc explained that this item is requesting authorization for the JPA Chair to approve contracts or purchase orders for several of the remaining FF&E items. This was discussed at the last meeting. These

items include pieces of furniture, window treatments, portable power, sound and lighting equipment, small tools and utility vehicles. All of these items will be bid through the Purchasing Department and are in the budget. These items are coming before the Board together this way so that these items can be awarded and acquired quickly and so that many small contracts do not have to come before the Board.

Clare asked if there would be enough time to get the items properly bid and awarded using the City's Purchasing Department. Jellenc noted that most of the items are already out for bid or have been bid since the last meeting.

Beutler asked for public comment. Jane Kinsey asked if the awarded amounts will be available to the public and where they can be found. Paula Yancey advised that they will be available on the Purchasing Department's website and the budgeted figures are on the resolution.

Rick Peo came forward and pointed out for the record that the JPA operates under the County Purchasing Act and it designated the City Purchasing Agent as the Purchasing Agent for the JPA. Most of these types of purchases are authorized under that Act once it is in the approved JPA budget. The past practice of formal approval of each item is to be as transparent as possible and keep the Board apprised of individual items.

Emery noted that this is something that was asked for at the last meeting so the public could see what is being purchased and the not to exceed numbers. He was appreciative of everyone taking the extra time to provide this information so that the Board could look at a number rather than something abstract.

Hearing no further public comment, Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 13 -- WH 13-68 Resolution to approve the Amended and Restated Facilities Agreement with the City of Lincoln, Nebraska.

Dan Marvin advised that this item is an amended and restated facilities agreement. The Facilities Agreement is the master agreement in the way things are operated between the City and the JPA. Its principle purpose is to ready the City for the issuance of the \$25 million Turnback tax debt that will be issued later this month. That debt, which was originally approved by the voters in the 2010 election, will be issued and then used to finance a portion of the arena.

The secondary purpose of this agreement is to create some clarity in the ownership of the parking garages and where the revenue from the parking garages goes. There is an addition in the recitals (#5) that states the arena project and the parking garages constructed as infrastructure projects be owned by the agency for so long as the bonds are outstanding. A significant change to the facilities agreement would be on page 6 under section 5A, that talks about the parking facilities ownership and the management agreement with the parking enterprise fund. Another change can be found under Section 5B #2, which addresses the transfer and dedication of some of the assets the JPA has created. Those assets, which are principally utility and road projects, will be dedicated and transferred over to the City.

Beutler asked for public comment. Seeing none Clare moved approval of the resolution. Emery seconded the motion. Motion carried 3-0.

Item 14 -- WH 13-69 Resolution to approve Amendment No. 010.1 to the Agreement with DLR Group, Inc. dated September 1, 2010 providing for an increase in IPTV Architectural Coordination hours.

Paula Yancey reported that this amendment to the agreement with DLR Group is for architectural coordination of the IPTV system. This would be for any TVs that need a surround coordinated in with the interior of the building. The negotiated amount for this item is \$16,000 and it falls within the arena budget.

Beutler asked for public comment. Seeing none, Clare moved approval of the resolution. Emery seconded the motion. Motion carried 3-0.

Item 15 -- WH 13-70 Resolution to approve the Guaranteed Price Amendment to the Construction Manager at Risk Agreement with Hausmann/Dunn, a joint venture, to establish \$13,294,244 and \$5,871,412 as the amount the Contract Sum shall not exceed for Precast Parking Deck Nos. 2 and 3, respectively.

Adam Hoebelheinrich advised the Board that this resolution is for approval of a guaranteed price amendment between the JPA and Hausmann/Dunn. The resolution establishes the Parking Deck 3 GMP at \$13,294,244 and approves a partial Deck 2 GMP at \$5,871,412. The GMP was reached with the Deck 3 65% drawings and where it made sense for economies of scale, Deck 2 scopes were bid with the Deck 3 scopes. This includes precast, precast erection and elevators. Both garages were bid together in with the idea that they would obtain a better price.

The final GMP for Deck 2 will be brought forward at a future JPA meeting once the design progresses. The amendment will be funded from and is within the Phase 2 project.

Beutler asked for public comment. Seeing none Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 16 -- WH 13-71 Resolution to approve the West Haymarket Joint Public Agency Thermal Energy Service Rate Class 1 formula rate charges for all Rate Class 1 customers receiving energy services from the West Haymarket Joint Public Agency.

Chris Connolly explained this resolution is a Rate Class 1, which goes back to the thermal services agreement with Project Oscar. A similar agreement was approved at the last meeting for TDP Phase 1. This Rate Class 1 is similar but not identical to Rate Class 2. The difference is with the amount of money the customer pays upfront.

Beutler asked for public comment. Jane Kinsey asked who would be in the office retail area. Connolly stated he did not know because this building is not being put up by the JPA. The JPA is only providing thermal energy services to the building. The services will be provided from piping coming from the DEC plant. The DEC sells it to the JPA and the JPA then sells it to Project Oscar LLC.

Hearing no further public comment, Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 17 -- WH 13-72 Resolution to approve the Customer Energy Service Agreement between Project Oscar, LLC and the West Haymarket Joint Public Agency for Energy Services to the office/retail space at the Southwest Corner of Canopy Drive and P Street.

Connolly advised that this is the actual agreement to provide energy services to Project Oscar. It is very similar to what was done with TDP Phase 1. There are no appreciable differences.

Clare noted that the only differences are because TDP and Project Oscar elected for one pricing methodology over another.

Beutler asked for public comment. Seeing none, Clare moved approval of the resolution. Emery seconded the motion. Motion carried 3-0.

Item 18 -- Set Next Meeting Date

The next meeting date is set for Friday, July 26, 2013 at 3:00 p.m. in Room 303.

Item 19 -- Motion to Adjourn

Clare made a motion to adjourn the meeting. Emery seconded the motion. The meeting adjourned at 3:50 p.m.

Prepared by: Melissa Ramos-Lammler, Public Works and Utilities

West Haymarket Joint Public Agency
 Payment Register
 6/1/2013 through 6/30/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
76881	Windstream	Billing Number 402-477-6387	06095	W Haymarket O & M	PV	1454281	95.05	06/05/13	494749
77921	County/City Property Management	April 2013 Amtrak Station	06095	W Haymarket O & M	PV	1454282	434.84	06/05/13	494750
82350	Nebraska Department of Revenue	Turnback Pub Hearing Notice	06095	W Haymarket O & M	PV	1454285	71.54	06/05/13	494751
98642	Information Services	04/13 Data Processing	06095	W Haymarket O & M	PV	1454291	165.94	06/05/13	494752
108417	Citizen Information Center	WHJPA Video 4/18/13	06095	W Haymarket O & M	PV	1454294	67.50	06/05/13	494753
324566	Union Bank & Trust Company	West Haymarket Series 2010A	195011	JPA 2010A Debt Service	PV	1454580	2,325,753.14	06/05/13	494754
324566	Union Bank & Trust Company	West Haymarket Series 2010B	195021	JPA 2010B/C Debt Service	PV	1454581	1,855,978.51	06/05/13	494754
324566	Union Bank & Trust Company	West Haymarket Series 2010C	195021	JPA 2010B/C Debt Service	PV	1454582	1,081,181.25	06/05/13	494754
324566	Union Bank & Trust Company	West Haymarket Series 2011	195031	JPA 2011 Debt Service	PV	1454583	2,295,840.84	06/05/13	494754
38391	Lincoln Journal Star	Cust#60016059, Bid 13 161	870100	WH Arena	PV	1454334	18.09	06/06/13	62150
38391	Lincoln Journal Star	Cust#60016059, Bid 13 163	870100	WH Arena	PV	1454335	18.65	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 169	870951	WH ITS & Dynamic Message Signs	PV	1454336	19.22	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 167	870100	WH Arena	PV	1454338	18.09	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059	870100	WH Arena	PV	1454339	18.09	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 165	870100	WH Arena	PV	1454341	18.09	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 154	870100	WH Arena	PV	1454345	18.65	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 153	870100	WH Arena	PV	1454346	18.09	06/06/13	62150
38391	Lincoln Journal Star	Cust 60016059, Bid 13 160	870100	WH Arena	PV	1454347	16.39	06/06/13	62150
98079	Black Hills Energy	277 Pinnacle Arena Drive	06095	W Haymarket O & M	PV	1454288	83.77	06/06/13	62197
249308	DLR Group Inc	April,2013 services	870100	WH Arena	OV	1454452	112,500.00	06/06/13	62224
249308	DLR Group Inc	April, 2013 Prkg Garage wrk	870203	WH Arena Parking Garage	OV	1454454	14,752.21	06/06/13	62224
249308	DLR Group Inc	April,2013 Signage work	870100	WH Arena	OV	1454457	10,640.15	06/06/13	62224
320143	Hawkins Construction	Canopy work to 4/30/13	870402	WH Canopy Phase II	OV	1454428	129,954.82	06/06/13	62232
320143	Hawkins Construction	Improvs, 4/14 - 5/4/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1454431	205,019.14	06/06/13	62232
320143	Hawkins Construction	Infrastructure Impr,5/11/13	870305	WH Core Area Roadway & Utility	OV	1454432	115,214.25	06/06/13	62232
324304	BNSF Railway Company	NC20026682,2/1-2/29/13 flagngn	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1454348	10,305.73	06/06/13	62234
585350	Hausmann Construction	Deck 1 work to 4/30/13	870202	WH Parking Garage #1	OV	1454433	2,051,654.00	06/06/13	62250
602474	Baring Industries Inc	Food service equip,to 4/30	870100	WH Arena	OV	1454448	667,281.60	06/06/13	62288
603532	Thornton Tomasetti Inc	Investigate Ped Brdge failure	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1454354	9,033.29	06/06/13	62300
77921	County/City Property Management	CITY CONTROLLER-JPA	06095	W Haymarket O & M	PV	1456838	67.97	06/12/13	495155
82368	State of Nebraska	Apr,2013 Monitoring Act #0637	870602	WH Voluntary Clean-up Program	PV	1456130	5,895.54	06/12/13	495156
102154	Public Building Commission	Finance- Mark L 06/13	06095	W Haymarket O & M	PV	1456839	52.24	06/12/13	495157
102154	Public Building Commission	Finance- Mark L 06/13	06095	W Haymarket O & M	PV	1456839	204.62	06/12/13	495157
108417	Citizen Information Center	WHJPA Video 5/3/13, 5/16/13	06095	W Haymarket O & M	PV	1456840	90.00	06/12/13	495158
131481	Public Works Business Office	City Staff	06095	W Haymarket O & M	PV	1456841	963.18	06/12/13	495159
38391	Lincoln Journal Star	60016059	870100	WH Arena	PV	1456361	18.09	06/13/13	62332
53356	Lincoln Electric System	200 N 7th,04/25/13-05/23/13	870305	WH Core Area Roadway & Utility	PV	1456076	197.30	06/13/13	62345
53356	Lincoln Electric System	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1456824	283.70	06/13/13	62345
53356	Lincoln Electric System	605 N 8th St, Pk Lot Lgh	06095	W Haymarket O & M	PV	1456826	51.32	06/13/13	62345
98079	Black Hills Energy	525 N st 04/22/13-05/20/13	870305	WH Core Area Roadway & Utility	PV	1456066	53.96	06/13/13	62385
320143	Hawkins Construction	#870305 5/12-5/25 Work	870305	WH Core Area Roadway & Utility	OV	1455945	165,569.57	06/13/13	62413
320143	Hawkins Construction	Haymarket Improv,5/5-5/18	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1456417	294,528.54	06/13/13	62413
593485	Thought District Inc	Website Management 05/2013	06095	W Haymarket O & M	PV	1456842	2,000.00	06/13/13	62452
596877	Olsson Associates	Design, 4/7-5/4/13	870000	WH General Coordination	OV	1456501	25,272.72	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870703	WH Initial Haymarket Site Prep	OV	1456501	2,045.74	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870951	WH ITS & Dynamic Message Signs	OV	1456501	5,375.28	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870202	WH Parking Garage #1	OV	1456501	47.34	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870302	WH "M"&"N" St,7th to 10th St	OV	1456501	4,477.33	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870307	WH Streetscape	OV	1456501	10,653.04	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1456501	48,632.42	06/13/13	62458
596877	Olsson Associates	Design, 4/7-5/4/13	870305	WH Core Area Roadway & Utility	OV	1456501	62,364.47	06/13/13	62458
598263	PC Sports LLC	May Program Mgmt Services	870000	WH General Coordination	OV	1455974	68,050.00	06/13/13	62462
598263	PC Sports LLC	May Addendum No.2 Services	870001	WH General Coordination P2	OV	1455974	10,000.00	06/13/13	62462

West Haymarket Joint Public Agency
 Payment Register
 6/1/2013 through 6/30/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
598263	PC Sports LLC	May Arena Project Mgmt Svcs	870100	WH Arena	OV	1455974	30,450.00	06/13/13	62462
602342	Dimensional Innovations	Bridge design to 5/31/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1456411	208,364.94	06/13/13	62470
37233	Olsson Associates	Prkg Deck Tests,4/7-5/4/13	870202	WH Parking Garage #1	OV	1458266	8,041.25	06/20/13	62512
320143	Hawkins Construction	Lot,Bridge work 5/19-6/1/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1458264	247,854.71	06/20/13	62633
594773	Alfred Benesch & Company	Inspections,4/22-5/19/13	870100	WH Arena	OV	1458265	2,714.95	06/20/13	62691
96516	3M Company	LCY7131, Custom Sign Sample	870951	WH ITS & Dynamic Message Signs	PV	1460769	500.00	06/26/13	496212
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1460588	34.20	06/26/13	496213
98415	Lincoln Water System	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1460591	85.82	06/26/13	496214
98642	Information Services	05/13 Data Processing	06095	W Haymarket O & M	PV	1460593	165.94	06/26/13	496215
36863	General Excavating	Conduit Sys work to 6/8/13	870951	WH ITS & Dynamic Message Signs	OV	1460585	42,237.38	06/27/13	62757
38391	Lincoln Journal Star	Cust#60016059	870100	WH Arena	PV	1460760	18.09	06/27/13	62761
40310	Commonwealth Electric Co of the Midwe	Fiber work to 4/22/13	870951	WH ITS & Dynamic Message Signs	OV	1460581	10,300.00	06/27/13	62763
41507	Sampson Construction	Streetscape work to 5/31/13	870307	WH Streetscape	OV	1460579	12,611.00	06/27/13	62766
53356	Lincoln Electric System	525 N St, 5/2-5/31/13 service	870305	WH Core Area Roadway & Utility	PV	1460761	266.78	06/27/13	62771
53356	Lincoln Electric System	601 N St,2; 5/2-5/31/13 serv	870305	WH Core Area Roadway & Utility	PV	1460762	60.56	06/27/13	62771
320143	Hawkins Construction	#870305,Core Area 5/26-6/8	870305	WH Core Area Roadway & Utility	OV	1460801	361,892.97	06/27/13	62830
594773	Alfred Benesch & Company	Environmental,4/15-5/12/13	870602	WH Voluntary Clean-up Program	OV	1460580	3,751.50	06/27/13	62853
594773	Alfred Benesch & Company	Environmental 4/15-5/12/13	870603	WH Environmental Contngy Pln	OV	1460580	3,822.00	06/27/13	62853
594773	Alfred Benesch & Company	Environmental 4/15-5/12/13	870604	WH Other/Miscellaneous	OV	1460580	8,014.79	06/27/13	62853
596608	M A Mortenson Company	Arena work in May, 2013	870100	WH Arena	OV	1460582	8,474,507.00	06/27/13	62854
599315	Legends Sales & Marketing LLC	May,2013 retainer + exps	870100	WH Arena	OV	1460795	22,864.52	06/27/13	62857
602078	Hausmann-Dunn, a Joint Venture	Parking Deck 1 work,May'13	870202	WH Parking Garage #1	OV	1460583	728,136.00	06/27/13	62859
602474	Baring Industries Inc	Food Service work- May'13	870100	WH Arena	OV	1460584	569,124.00	06/27/13	62860
Grand total							22,324,812.22		

West Haymarket Joint Public Agency
 Public Works Engineering Costs
 6/1/2013 through 6/30/2013

Description	Fund	Project	Description	Do Document Ty Number	Object Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU 367629	6153 130	180.86	06/13/13
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU 367629	6153 130	31.13	06/13/13
Design Engineering	00951	870000	WH General Coordination	EU 368712	6153 130	361.75	06/27/13
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU 368712	6153 130	178.35	06/27/13
Grand total						752.09	

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of June 30, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination	6,674,522	5,888,186	675,134	111,202		111,202

70090	West Haymarket Park	6,674,522	5,888,186	675,134	111,202		111,202

70091	Arena						
	870100 WH Arena	178,079,903	157,000,870	22,419,177	1,340,144-		1,340,144-
	870101 WH Arena Contingency	6,643,925			6,643,925		6,643,925
	870203 WH Arena Parking Garage	726,438	633,519	92,275	644		644

70091	Arena	185,450,266	157,634,389	22,511,452	5,304,425		5,304,425

70092	Parking						
	870201 WH HymktPkLot, FestSp&PedGrdStr	14,983,049	7,563,381	7,318,183	101,485		101,485
	870202 WH Parking Garage #1	14,234,442	12,199,405	1,822,326	212,711		212,711
	870204 WH Parking Garage #2	207,036	203,219	3,817			

70092	Parking	29,424,527	19,966,005	9,144,326	314,196		314,196

70093	Roads						
	870301 WH Charleston Bridge/Roadway	258,985	252,015		6,970		6,970
	870302 WH "M"&"N" St, 7th to 10th St	3,432,807	3,436,497	962	4,652-		4,652-
	870303 WH USPS Parking Lot Reconstctn	698,178	696,054		2,124		2,124
	870304 WH 10th & Salt Creek Road Impr	3,444,647	3,436,721		7,926		7,926
	870305 WH Core Area Roadway & Utility	15,914,406	11,935,145	3,316,877	662,384		662,384
	870306 WH Traffic Analysis	78,170	72,227		5,943		5,943
	870307 WH Streetscape	425,638	424,866	1,671,787	1,671,015-		1,671,015-
	870308 WH Sun Valley Blvd & West "O"	29,370	23,682	5,689	1-		1-

70093	Roads	24,282,201	20,277,207	4,995,315	990,321-		990,321-

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of June 30, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870401 WH Plaza						
	870402 WH Canopy Phase II	1,424,060	753,240	578,345	92,475		92,475

70094	Pedestrian Ways	1,424,060	753,240	578,345	92,475		92,475
70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,492,905	1,492,905				
	870502 WH Fiber Optic Comm & Other	506,035	506,035				

70095	Utilities	1,998,940	1,998,940				
70096	Environmental						
	870601 WH NDEQ T-200	2,413,851	1,599,461	4,942	809,448		809,448
	870602 WH Voluntary Clean-up Program	1,157,029	1,016,701	228,855	88,527-		88,527-
	870603 WH Environmental Contngy Pln	2,315,878	1,303,620	42,262	969,996		969,996
	870604 WH Other/Miscellaneous	926,292	676,743	12,674	236,875		236,875
	870605 WH Canopy Phase I-Lead Abatemt						

70096	Environmental	6,813,050	4,596,525	288,733	1,927,792		1,927,792
70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF						
	870703 WH Initial Haymarket Site Prep	6,063,449	6,087,617	8,314	32,482-		32,482-
	870704 WH Other Stormwater Mitigation						

70097	Dirt Moving	6,063,449	6,087,617	8,314	32,482-		32,482-
70098	TIF Improvements						
	870800 WH TIF Improvements						

70098	TIF Improvements						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of June 30, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal
70099	Site Purchase						
	870901 WH BNSF Land Acquisition	1,060,419	1,060,419				
	870902 WH Alter Site Purchase	4,846,286	4,544,849		301,437		301,437
	870903 WH Jaylynn Site Purchase	1,700,176	1,700,206		30-		30-
	870904 WH UP Site Purchase	1,326,248	1,326,248				
	870905 WH BNSF Const, Rehab, Reloc	47,695,867	47,671,699		24,168		24,168
	870906 WH Amtrak Station	2,367,186	2,368,862	599	2,275-		2,275-
	870907 WH UP Track Mod West of Bridge	1,225,232	1,225,232				
	870908 WH Other Private Prop Acqstns	2,264,241	2,214,227		50,014		50,014
70099	Site Purchase	62,485,655	62,111,742	599	373,314		373,314
70100	Other Costs						
	870951 WH ITS & Dynamic Message Signs	1,826,827	437,171	107,924	1,281,732		1,281,732
	870952 WH Community Space & Civic Art	1,500,000	148,215	235,570	1,116,215		1,116,215
70100	Other Costs	3,326,827	585,386	343,494	2,397,947		2,397,947
70105	Bond Related Costs						
	870975 WH Miscellaneous	528,317			528,317		528,317
	870976 WH Line of Credit	53,227	53,227				
	870977 WH Series 1 JPA Debt	1,535,168	1,535,168				
	870978 WH Series 2 JPA Debt	1,221,802	1,221,802				
	870979 WH Series 3 JPA Debt	577,661	577,661				
	870980 WH Series 4 JPA Debt	1,243,825	1,243,825				
70105	Bond Related Costs	5,160,000	4,631,683		528,317		528,317
00951	West Haymarket Capital Proj	333,103,497	284,530,920	38,545,712	10,026,865		10,026,865

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City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report-Phase II
 As of June 30, 2013

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		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870001 WH General Coordination P2	360,000	50,000	310,000			

70090	West Haymarket Park	360,000	50,000	310,000			

70092	Parking						
	870205 WH Parking Garage #2 P2	12,365,000		680,984	11,684,016		11,684,016
	870206 WH Parking Garage #3 P2	14,570,000	46,002	720,704	13,803,294		13,803,294

70092	Parking	26,935,000	46,002	1,401,688	25,487,310		25,487,310

70105	Bond Related Costs						
	870981 WH Series 5 JPA Debt P2	422,598			422,598		422,598

70105	Bond Related Costs	422,598			422,598		422,598

00951	West Haymarket Capital Proj	27,717,598	96,002	1,711,688	25,909,908		25,909,908

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of June 30, 2013

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket O & M					
11 Materials & Supplies					
5221 Office Supplies	250		250	92	158
5261 Postage	2,000		2,000	763	1,237
5323 Bldg Maint Supplies	560		560	159	401
11 Materials & Supplies	2,810		2,810	1,014	1,796
12 Other Services & Charges					
5621 Misc Contractual Services	454,945		454,945	337,064	117,881
5624 Auditing Service	15,500		15,500	16,543	1,043-
5631 Data Processing Service	6,992		6,992	1,659	5,333
5633 Software	1,100		1,100		1,100
5643 Management Services	53,000		53,000	32,000	21,000
5683.04 Snow Removal				2,014	2,014-
5683.05 Fire Alarm Monitor	500		500	308	192
5762 Photocopying	500		500	321	179
5763 Printing	500		500	241	259
5794 Public Officials	27,000		27,000		27,000
5821 Electricity - Bldg & Grnds	4,000		4,000	4,215	215-
5825 Natural Gas				1,781	1,781-
5829 Telephone	1,200		1,200	938	262
5830 Water	6,000		6,000	381	5,619
5856 City Share Linc Center Main				1,087	1,087-
5862 Grounds Maintenance				2,367	2,367-
5870 Other Bldg Maintenance	4,000		4,000	3,830	170
5928 Rent of Co/City Bldg Space	2,456		2,456	2,046	410
5931 Parking Rent Bldg Comm	627		627	522	105
5952 Advertising/Media Serv	2,850		2,850	972	1,878
5993 Fees Paid to State of NE				20	20-
12 Other Services & Charges	581,170		581,170	408,309	172,861
06095 W Haymarket O & M	583,980		583,980	409,323	174,657

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of June 30, 2013

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
195011 JPA 2010A Debt Servic					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524		524	524	
6235 Bd Trustee Pmt-Interest	4,651,510		4,651,510	4,651,508	2
15 Debt Service	4,652,034		4,652,034	4,652,032	2
195011 JPA 2010A Debt Servic	4,652,034		4,652,034	4,652,032	2
195021 JPA 2010B/C Debt Serv					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048		1,048	848	200
6235 Bd Trustee Pmt-Interest	5,874,322		5,874,322	5,874,321	1
15 Debt Service	5,875,370		5,875,370	5,875,169	201
195021 JPA 2010B/C Debt Serv	5,875,370		5,875,370	5,875,169	201
195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	424		424		424
6235 Bd Trustee Pmt-Interest	4,591,688		4,591,688	4,591,685	3
15 Debt Service	4,592,112		4,592,112	4,591,685	427
195031 JPA 2011 Debt Service	4,592,112		4,592,112	4,591,685	427
00950 West Haymarket Revenue	15,703,496		15,703,496	15,528,209	175,287

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment No. 1 to the Consultant Agreement between Thornton
4 Tomasetti, Inc. and the West Haymarket Joint Public Agency to expand the scope of structural
5 engineering services with regard to the failure and partial collapse of a concrete bridge girder
6 which supports the pedestrian bridge at the Pinnacle Bank Arena is hereby approved and the
7 Chairperson of the Board of Representatives is hereby authorized to execute said Amendment No.
8 1 on behalf of the West Haymarket Joint Public Agency.

9 The City Clerk is directed to return a copy of this Resolution and Amendment No. 1 to
10 Rick Peo, City Law Department, for transmittal to Thornton Tomasetti, Inc.

11 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

**AMENDMENT NO. 1 TO
CONSULTANT AGREEMENT**

THIS AMENDMENT NO. 1 TO CONSULTANT AGREEMENT between the West Haymarket Joint Public Agency, hereinafter referred to as "JPA" and Thornton Tomasetti, Inc., hereinafter referred to as "Consultant," ("Amendment No. 1") is entered into as of this ____ day of _____, 2013 by and between said parties.

RECITALS

A.

Pursuant to the Consultant Agreement between the parties, Consultant agreed to undertake, perform and complete the Consultant Services described in the Scope of Services included in the Consultant's Proposal dated April 22, 2013.

B.

The JPA proposes to engage Consultant to perform additional structural engineering services with regard to the failure and partial collapse of the concrete girder which supports the JPA Pedestrian Bridge between Pinnacle Bank Arena and the Festival Space for the JPA ("Consultant Services").

C.

Consultant hereby represents that Consultant is willing and able to perform the additional structural engineering services requested by the JPA.

D.

The Consultant's July 16, 2013 Proposal attached hereto as Attachment "A" is an amended and restated comprehensive proposal for the Pedestrian Bridge Construction Failure Investigation which includes the additional structural engineering services requested by the JPA.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties do agree as follows:

1. That the Consultant's Scope of Services described in Part 3 of the Proposal dated April 22, 2013 attached to the Consultant Agreement as Exhibit "A" is hereby amended by replacing Part 3 of the Proposal with the July 16, 2013 Proposal attached hereto as Attachment "A".

2. That Section II of the Consultant Agreement be amended to read as follows:

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner as required by this Agreement the Consultant Services described in the Scope of Services included in the Proposal which is attached hereto as

Exhibit "A". The Proposal is incorporated in its entirety. In the event there is any conflict between the terms of the Proposal included in Exhibit A, including but not limited to Consultant's Standard Conditions for Investigation and/or Design Services, the terms of this Agreement shall control.

3. That, except as modified by this Amendment No. 1, all the terms and conditions of the Consultant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant and the JPA do hereby execute this Amendment No. as of the date set forth above.

THORNTON TOMASETTI, INC.

**WEST HAYMARKET JOINT
PUBLIC AGENCY**

By: _____
Gary Storm, P.E., Leed, A.P.
Senior Principal

By: _____
Chris Beutler, Chair

Thornton Tomasetti

Via e-mail: paula@projectcontrol.com

July 16, 2013

Paula Yancey
President
PC Sports
311 N. 8th Street, Suite 102
Lincoln, NE 68508

RE: HAYMARKET PEDESTRIAN BRIDGE CONSTRUCTION FAILURE INVESTIGATION
LINCOLN, NE
STRUCTURAL ENGINEERING SERVICES PROPOSAL

Dear Paula,

As discussed, listed below are our anticipated remaining scope items and estimated fee ranges for the structural engineering services that we're providing for the Haymarket Pedestrian Bridge:

1. Completion of cause of failure investigation
 - a. Structural analysis of as-built condition at time of failure
 - b. Field verification of diaphragm condition, dimensions including effective contact area at failure area
 - c. Review of NDT results
 - d. Review of WJE concrete strength and girder soundness study
 - e. Review of reports by others
 - f. TT Report
2. Peer review of original design
 - a. Analysis
 - b. Report
3. Peer review of proposed strengthening design (required only if retrofit is proposed)
 - a. Evaluation of the need for retrofit or other repairs/modifications
 - b. Peer review of proposed retrofit design/Analysis of bridge with proposed retrofit
 - c. Report
4. Review of all proposed repairs
 - a. Repairs if defects identified by NDT
 - b. Epoxy trial repair evaluation
 - c. Diaphragm repairs
 - d. Pier, anchor bolts and bearing repairs
5. Review of remaining construction sequence/logistics plan

Thornton Tomasetti

Paula Yancey

RE: HAYMARKET PEDESTRIAN BRIDGE CONSTRUCTION FAILURE INVESTIGATION
STRUCTURAL ENGINEERING SERVICES PROPOSAL

July 16, 2013

Page 2 of 3

6. Meeting attendance (by phone or in person).
 - a. Weekly meetings
 - b. Special meetings/conference calls

7. Load test (Optional)
 - a. Go/no for decision
 - b. Method/logistics development (joint consensus building and/or peer review)
 - c. Witness load test
 - d. Analysis of bridge under test load (to determine anticipated behavior if test loading differs significantly from design loading in magnitude or manner)
 - e. Evaluation of load test results (comparison of actual to anticipated results, comparison of test results to acceptance criteria, etc.)
 - f. Review and comment on load test report written by other consultants

8. Construction Review (Optional)
 - a. Submittal reviews as requested
 - b. Test report review
 - c. Inspection reports review
 - d. Weekly meetings (by phone or in person)
 - e. Site Visits?

The following table summarizes our costs (breakdowns estimated) to date for each item and anticipated additional fee range going forward:

<u>Item</u>	<u>Fee Used to Date</u>	<u>Fee Range to Complete</u>
1	\$42,000	\$5,000 - \$10,000
2	\$16,000	\$10,000 - \$15,000
3	\$3,000	\$5,000 - \$20,000
4	\$6,000	\$5,000 - \$7,500
5	\$4,000	\$2,000 - \$5,000
6	\$13,000	\$5,000 - \$10,000
7	0	\$2,000 - \$10,000
8	0	\$5,000 - \$10,000
Total	\$84,000	\$39,000 - \$87,500

Please advise us on your direction regarding proceeding with the scope items listed above. As discussed, we will prepare a bi-weekly status report starting next week that will include the

Thornton Tomasetti

Paula Yancey

RE: HAYMARKET PEDESTRIAN BRIDGE CONSTRUCTION FAILURE INVESTIGATION
STRUCTURAL ENGINEERING SERVICES PROPOSAL

July 16, 2013

Page 3 of 3

status of scope items in progress, planned activities for the upcoming period and conclusions reached to date.

Please let me know if I can provide further information or if you would like to discuss further.

Regards,

THORNTON TOMASETTI, INC.



Gary Storm, P.E., LEED AP
Senior Principal

ACCEPTED BY:

PC Sports

BY: _____

DATE: _____

Thornton Tomasetti

Thornton Tomasetti, Inc. (TT) Standard Conditions for Investigation and/or Design Services

- (1) TT will perform its services in accordance with the standards of skill and care generally exercised by other design firms in the same locale acting under similar circumstances and conditions. Client acknowledges that TT's services will be rendered without any warranty, express or implied. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or TT.
- (2) To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses arising out of the Client's negligence on this project; Contractor(s)' negligence in performing the work and/or supplying the materials; or the negligence of any other party relative to the project except that, subject to paragraph 8, TT shall be liable for claims, damages, losses, judgments and expenses due to the sole negligence of TT, its owners, directors, employees and consultants.
- (3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, or other toxic substances, infectious materials, or contaminants. To the fullest extent permitted by law, Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses which directly or indirectly arise from or relate to any such hazardous materials.
- (4) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this project, TT shall be paid by the Client for all time spent while testifying and preparing therefore and producing such records in accordance with the rates set forth in the attached agreement.
- (5) TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
- (6) The Client shall cause any Contractor responsible for construction of work designed or specified by TT or responsible for any other services relating to TT's services to indemnify TT to the fullest extent permitted by law against risks which are not normally borne by the design professions in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause such Contractor(s) to name TT as an additional insured on Contractor's Comprehensive General Liability policy.
- (7) Drawings, specifications, reports, and other documents prepared by TT as instruments of service are, and shall remain, the property of TT whether the project for which they are made is executed or not. They are not to be used on other projects, extensions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT.
- (8) It is expressly understood and agreed that, to the fullest extent permitted by law, TT's liability arising from any claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the project shall be limited to and in no event exceed the lesser of 1) three times the basic fee received by TT for services rendered on the project or 2) TT's available insurance proceeds.
- (9) Evaluation of the Owner's project budget, and/or estimates of construction cost, if included in TT's Scope of Services, represent TT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that TT does not have control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TT cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TT.

Thornton Tomasetti

- (10) Review of Contractor submittals (for example, shop drawings), if included in TT's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- (11) Periodic site visits, if included in TT's Scope of Services, shall mean that TT shall visit the site at intervals, appropriate to the stage of construction, or as otherwise agreed with Client in writing. The purpose of periodic site visits is to become generally familiar with the progress and quality of the work designed by TT and to determine in general if such work is proceeding in accordance with the Contract Documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work designed by TT. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of the work designed by TT and shall endeavor to guard the Owner against defects and deficiencies in such work of the Contractor.
- (12) Full time project representation services, if included in TT's Scope of Services, shall mean that TT shall endeavor to provide further protection for the Owner against defects in the work designed by TT. The furnishing of such full-time project representation services shall not make TT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. TT shall not have control or charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work. TT shall not be responsible for the failure of the Contractor, Subcontractors or any other persons performing any work to carry out the work in accordance with the Contract Documents.
- (13) If the project is to be designed, bid and constructed according to a "fast track" schedule, in consideration of the benefits to the Client of employing the fast track process (in which design services overlap the construction work and are out of sequence with the traditional project delivery method), the receipt and sufficiency of which are hereby acknowledged, and in recognition of the inherent risks of fast tracking to TT, the Client hereby agrees to waive all claims against TT, its officers, directors, employees and subconsultants (collectively, Consultant) for design changes and for required modifications by contractor of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, against all damages, liabilities or costs, including reasonable attorneys's fees and defense costs, arising out of or in any way connected with the "fast tracking" of this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant. The Client hereby further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.
- (14) TT and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.
- (15) If the project is suspended or abandoned in whole or in part for more than three months, TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.
- (16) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client. If any of TT's Standard Conditions or portions thereof shall be adjudged null and void, it is agreed that the remaining Standard Conditions or portions thereof shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.

**THE WEST HAYMARKET JOINT PUBLIC AGENCY
IN THE STATE OF NEBRASKA**

RESOLUTION NO. _____

(Passed July 26, 2013)

Authorizing Not to Exceed

\$10,000,000

GENERAL OBLIGATION PROMISSORY NOTES

THE WEST HAYMARKET JOINT PUBLIC AGENCY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION PROMISSORY NOTES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF LAND ACQUISITION AND IMPROVEMENTS THEREON IN CONNECTION WITH CONSTRUCTING, EQUIPPING AND FURNISHING A NEW SPORTS/ENTERTAINMENT ARENA IN THE WEST HAYMARKET AREA OF THE CITY; PRESCRIBING CERTAIN TERMS OF THE NOTES; DELEGATING, AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EXERCISE HIS INDEPENDENT JUDGMENT AND ABSOLUTE DISCRETION IN DETERMINING CERTAIN OTHER TERMS OF THE NOTES; PROVIDING FOR THE APPLICATION OF REVENUES RECEIVED FROM THE CITY OF LINCOLN, NEBRASKA AND THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SUCH PROMISSORY NOTES AS THEY BECOME DUE; AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS AND RELATED MATTERS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST HAYMARKET JOINT PUBLIC AGENCY:

Section 1. Finding and Determinations. The Board of Directors (the “**Board**”) of the West Haymarket Joint Public Agency in the State of Nebraska (the “**Agency**”) hereby finds and determines as follows:

(a) The Agency has been duly organized by The City of Lincoln, Nebraska (the “**City**”) and The Board of Regents of the University of Nebraska (the “**Regents**”) pursuant to the provisions of (a) the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, herein referred to as the “**Act**”) and (b) Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency, dated as of April 1, 2010, between The City of Lincoln, Nebraska (the “**City**”) and The Board of Regents of the University of Nebraska (the “**Regents**”), as amended and restated by the Amended and Restated Joint Public Agency Agreement of the West Haymarket Joint Public Agency, dated January 20, 2011 (collectively, the “**JPA Agreement**”), between the City and the Regents, and is validly existing as a joint public agency of the State of Nebraska (the “**State**”). The Nebraska Secretary of State has issued a Certificate of Creation and notice of the creation thereof has been published as required by the Act.

(b) The Agency is organized (a) for purposes of constructing, equipping, furnishing and financing public facilities in the West Haymarket Redevelopment Area (herein defined) of the City including but not limited to (1) a sports/entertainment arena (the “**Arena**”), (2) roads, streets and sidewalks, (3) a pedestrian overpass, (4) public plaza space, (5) sanitary sewer mains, (6) water mains, (7) electric transmission lines, (8) drainage systems, (9) flood control, (10) parking garages and (11) surface parking lots (collectively, the “**Facilities**”), and (b) to (1) acquire land and to relocate existing businesses, and (2) undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the Facilities (collectively, as itemized on **Exhibit A** hereto, as the same may be amended from time to time, the “**Projects**,” and, individually, a “**Project**”).

(c) The Agency has previously issued (a) \$100,000,000 of its General Obligation Facility Bonds, Taxable Series 2010A (Build America Bonds – Direct Pay), (b) \$67,965,000 of its General

Obligation Facility Bonds, Taxable Series 2010B (Build America Bonds – Direct Pay), (c) \$32,035,000 of its General Obligation Recovery Zone Facility Bonds, Taxable Series 2010C, and (d) \$100,000,000 of its General Obligation Facility Bonds, Series 2011, for the purpose of paying a portion of the costs of the Projects ((a) through (d) collectively, the “**Existing Bonds**”), pursuant to bond resolutions of the Board (including the Series 2013 Resolution, as defined below, collectively, the “**Existing Resolutions**”).

(d) The Agency has previously authorized the issuance of not to exceed \$30,000,000 of General Obligation Facility Bonds, Series 2013, for the purpose of paying a portion of the costs of the Projects, pursuant to a bond resolution of the Board adopted March 22, 2013 (the “**Series 2013 Resolution**”). When, as, and if issued by the Agency, such bonds shall be considered “Existing Bonds” hereunder.

(e) It is necessary, desirable, advisable and in the best interests of the Agency and the Participants, that the Agency (a) undertake the Projects, (b) issue additional general obligation facility indebtedness in the form of promissory notes (the “**Notes**”) for the purposes of paying (1) a portion of the costs of one or more Projects, and (2) the costs of issuing the Notes, and (c) levy taxes in an amount sufficient to pay the principal or redemption price of and interest on the Notes.

(f) Pursuant to the JPA Agreement, (a) the City has irrevocably allocated and assigned to the Agency, for the period beginning June 1, 2010 and ending on the date upon which all of the Agency Bonds, as defined under the JPA Agreement and which includes the Existing Bonds and Notes, are no longer deemed to be outstanding and unpaid, its authority to cause the levy of taxes within the taxing district of the City (the “**Agency Bond Levy**”), beginning in the year 2010 for collection in 2011, for the purpose of paying all or a portion of the costs of one or more Projects pursuant to Section 15-202, Reissue Revised Statutes of Nebraska, as amended, solely for the purpose of paying the principal or redemption price of and interest on the Agency Bonds and (b) the Agency Bond Levy shall be certified to the County as provided by law for levy and collection in such amounts, if any, as may be required to pay the principal or redemption price of and interest on the Agency Bonds as the same become due.

(g) The City and the Agency have entered into the Facilities Agreement (as defined herein), pursuant to which the City has agreed to maintain, operate and manage the Projects as provided therein, and pursuant to which, in the event that 45 days prior to the payment date of any principal of or interest on Notes, amounts in the Debt Service Fund are insufficient to fully pay the principal of or interest on all outstanding Bonds, the City is obligated to loan to the Agency the full amount of such deficiency not later than the date of such payment, and which provides for the collection, deposit and application of the Revenues (as defined in the Facilities Agreement).

(h) All conditions, acts, and things required by law to exist or to be done precedent to the issuance of the Notes do exist and have been done in due form and time as required by law.

Section 2. Authorization of Notes.

(a) For the purpose of paying the costs of the Project set forth in **Section 1** and paying the costs of issuing the Notes herein authorized, there are hereby ordered issued from time to time, (a) one or more General Obligation Promissory Notes of the Agency in an aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), designated as “The West Haymarket Joint Public Agency General Obligation Promissory Notes, [Taxable] Series 20__” (the “**Notes**”). The Notes shall be issued from time to time as determined by the Finance Director in accordance with the provisions of **Section 6** in denominations of \$100,000 or any integral multiple thereof and shall mature not more than one (1) year after the date of issuance of the initial Note and shall bear interest at an interest rate equal to the applicable Specified Interest Rate (hereinafter defined), as adjusted on each New York Business Day

(hereinafter defined), computed on the basis of a 360-day year consisting of twelve 30-day months and payable in full at maturity or upon redemption prior to maturity.

(b) The Notes shall be subject to redemption in whole or in part at any time at the option of the Agency in such principal amount as the Agency, in its sole and absolute discretion shall determine at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption.

The Notes shall be redeemed in whole multiples of \$100,000 and if any Note be in a denomination in excess of \$100,000, portions of the principal amount thereof in installments of \$100,000 or any multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Note there shall be issued to the Purchaser without charge therefor, for the then unredeemed balance of the principal amount thereof, Notes in any of the authorized denominations provided by this Resolution.

Notice of redemption of Notes stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, to be received by the Purchaser not less than five days prior to the date fixed for redemption to the Purchaser at its most recent address appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the Purchaser if the Purchaser has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the Purchaser as provided above, the Notes so called for redemption shall become due and payable on the designated redemption date. The Agency shall give written notice to the Registrar of its election to redeem Notes at least ten days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Notes so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the Agency with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Notes so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Notes so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

Section 3. Definitions. In addition to those words and terms elsewhere defined herein:

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

“**Debt Service Fund**” means the Note Debt Service Fund described in **Section 16** hereof to be held by the Purchaser.

“**Deposit Securities**” means direct or unconditionally guaranteed obligations of the United States of America, including any such obligations issued in book-entry form.

“**Escrow Obligations**” means (a) Deposit Securities, (b) certificates of deposit issued by a bank or trust company that are (1) fully insured by the Federal Deposit Insurance Corporation or similar corporation chartered by the United States of America, or (2) secured by a pledge of any Deposit Securities having an aggregate market value, exclusive of accrued interest, equal to the principal amount of the certificates so secured, which security is held in a custody account by a custodian satisfactory to the Registrar, (c) evidences of a direct ownership in future interest or principal on Deposit Securities, which

Deposit Securities are held in a custody account by a custodian satisfactory to the Registrar pursuant to the terms of a custody agreement in form and substance acceptable to the Registrar, and (d) obligations issued by any state of the United States of America or any political subdivision, public instrumentality or public authority of any state, which obligations are fully secured by and payable solely from Deposit Securities that are held pursuant to an agreement acceptable to the Registrar, and, in any such case, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to make the payments secured thereby.

“Finance Director” means the Finance Director or Interim Finance Director of the City, as the chief financial officer of the Agency.

“New York Business Day” means any day (other than a Saturday or a Sunday) on which commercial banks are open for business in New York, New York.

“Outstanding” when used with reference to Notes shall mean, as of any date, all Notes theretofore issued and not yet paid or discharged under the terms of this Resolution.

“Purchaser” means the U.S. Bank National Association, the purchaser of the Notes.

“Registrar” means the Finance Director, and any successor thereto.

“Specified Interest Rate” means an annual rate equal to the one-month LIBOR rate plus 0.50% quoted by the Purchaser from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect and reset each New York Business Day, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate to be rounded up to the nearest one-sixteenth percent; provided, however the Finance Director may agree to a lower annual rate in his discretion. The Purchaser’s internal records of applicable interest rates shall be determinative in the absence of manifest error.

“Tax Certificate” means, as applicable, the Federal Tax Certificate dated the date of delivery of any Notes executed and delivered by the City in connection with the issuance of any Notes issued as Tax-Exempt Obligations, as the same may be amended or supplemented in accordance with the provisions thereof.

“Tax-Exempt Obligations” means any series of Notes, the interest on which is determined by the Agency to be excludable from gross income for federal income tax purposes.

Section 4. General Obligation Pledge; Application of Note Proceeds.

(a) **General Obligation Pledge.** The Notes shall be general obligations of the Agency payable as to both principal and interest from the General Account in the Revenue Fund, as established under the Facilities Agreement, and to the extent such revenues are insufficient, from ad valorem taxes which may be levied upon all the taxable property in the City as provided in this Section 4(a). The full faith, credit and resources of the Agency are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Pursuant to the JPA Agreement, the City has assigned and allocated to the Agency its authority to levy ad valorem property taxes for the purposes of paying the principal or redemption price of and interest on the Agency Bonds, which includes the Notes. Pursuant to the Facilities Agreement, the Agency shall (a) collect all Revenues and (b) if an Agency Bond Levy is to be made for the following tax year, include in its next “proposed budget statement” (as defined in Section 13-504 of the Budget Act) the amount required by **Section 15** of the Facilities Agreement to be raised from the Agency Bond Levy for the

following tax year and shall levy upon all of the taxable property within the City the Agency Bond Levy, in addition to all other taxes, sufficient in rate and amount to reimburse the City all amounts advanced by the City pursuant to the Facilities Agreement, the Agency hereby pledging such levy of taxes for such purpose. Pursuant to the Facilities Agreement, if insufficient funds are in the Debt Service Fund 45 days before payment of principal and interest on Notes is due, the City is obligated to loan the Agency the full amount of such deficiency not later than the date such payment is due.

The taxes referred to above shall be budgeted by the Agency in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be used to reimburse the City for any loan to the Agency by the City under the Facilities Agreement.

(b) **Application of Note Proceeds.** The Notes shall be sold to the Purchaser at a purchase price equal to 100% of the principal amount thereof. The net proceeds from the sale of the Notes shall be received by the Finance Director and deposited, credited, used and applied to the payment of the costs of the Project and the costs of issuing the Notes, including, without limitation, any fees and expenses, including reasonable legal fees and expenses not to exceed \$15,000, of the Purchaser.

Section 5. Payment of Notes. Payment of the principal and interest due at maturity or upon redemption prior to maturity shall be made by the Registrar to the registered owner of the Notes upon presentation and surrender of the Notes to the Registrar. The Agency and the Registrar may treat the registered owner of any Note as the absolute owner of such Note for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Registrar shall be affected by any notice or knowledge to the contrary whether such Note or any interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Note in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Registrar in respect of the liability upon the Notes or claims for interest to the extent of the sum or sums so paid.

Section 6. Authority of Finance Director. The Finance Director is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (a) the date of issuance of the initial Note and any subsequent Notes, and the manner of numbering with respect thereto, (b) the principal amount of the Notes to be issued, which shall in no event exceed an aggregate of \$10,000,000 in original principal amount, (c) the form and content of the note purchase agreement or other document, if any, used by the Agency in connection with the sale of the Notes to the Purchaser, (d) the tax status of interest on the Notes, (e) the maturity date of the Notes, and (f) all of the other terms and provisions of the Notes not otherwise specified or fixed by the provisions of this Resolution.

Section 7. Delivery of Notes. Upon execution and authentication of the Notes, they shall be delivered to the Treasurer, acting on behalf of the Agency, who is authorized to deliver them to the Purchaser upon receipt of the purchase price therefor as agreed upon by the Finance Director and the Purchaser. The Purchaser shall have the right to direct the registration of the Notes as to ownership. The Agency shall make and certify a transcript of the proceedings of the Agency with respect to the Notes, a copy of which transcript shall be delivered to the Purchaser.

Section 8. Form of Notes Generally. The definitive Notes are issuable in registered form without coupons in denominations of \$100,000 or any integral multiple thereof. The Notes issued under the provisions of this Resolution shall be in substantially the form set forth in this **Section 8**, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Finance Director may deem necessary or appropriate. All such Notes may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any

applicable rules and regulations of any governmental authority or of any securities exchange on which the Notes may be listed or any usage or requirement of law with respect thereto.

The Notes shall be in substantially the following form:

Registered
No. R-_____

Registered
\$_____

UNITED STATES OF AMERICA
STATE OF NEBRASKA
LINCOLN, NEBRASKA WEST HAYMARKET JOINT PUBLIC AGENCY

GENERAL OBLIGATION PROMISSORY NOTE
SERIES 20__

<u>Date of Original Issue</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
_____, 20__	_____, 20__	Variable, as described herein

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

THIS NOTE SHALL NOT BE A DEBT OF ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA (OTHER THAN THE AGENCY) AND NEITHER THE STATE OF NEBRASKA NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE THEREON (OTHER THAN THE AGENCY). THIS NOTE IS PAYABLE ONLY OUT OF THE FUNDS AND PROPERTIES OF THE AGENCY AS SET FORTH HEREIN.

IN WITNESS WHEREOF, THE WEST HAYMARKET JOINT PUBLIC AGENCY has caused this Note to be signed in its name and on its behalf by the manual or facsimile signature of its Chair and countersigned by the manual or facsimile signature of its Finance Director.

WEST HAYMARKET JOINT PUBLIC
AGENCY

ATTEST:

By: _____ (facsimile signature)
Chair

By: _____ (facsimile signature)
Secretary

NOTE REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Note Resolution.

Dated: _____, 2013

Note Registrar and Paying Agent

By _____
Authorized Signature

THE WEST HAYMARKET JOINT PUBLIC AGENCY (the “**Agency**”) hereby acknowledges itself indebted to, and for value received hereby promises to pay to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (or earlier as hereinafter described), the Principal Amount stated above upon presentation and surrender hereof at the office of the note registrar and paying agent, _____ (the “**Registrar**”), and in like manner to pay interest on said Principal Amount at the interest rate described herein from the Date of Original Issue stated above to maturity or earlier redemption, payable on the Maturity Date (or earlier as hereinafter described). The principal hereof and the interest hereon are payable in any coin or currency that on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Note is one of an authorized series of notes of the Agency designated “General Obligation Promissory Notes” aggregating the principal amount of not more than \$10,00,000 (the “**Notes**”), issued by the Agency for the purpose of (a) constructing, equipping, furnishing and financing public facilities in the West Haymarket Redevelopment Area (herein defined) of the City including but not limited to a sports/entertainment arena (the “**Arena**”), roads, streets, sidewalks, pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots (collectively, the “**West Haymarket Facilities**”), and acquiring land and relocating existing businesses, to undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities, and (b) paying the costs of issuing the Notes, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to the Act, the JPA Agreement and the Note Resolution duly passed (the “**Resolution**”) and proceedings duly and legally had by the Board of the Agency. Reference is hereby made to the Act, the JPA Agreement, the Resolution and the Facilities Agreement, dated September 8, 2010 (as amended and supplemented from time to time, the “**Facilities Agreement**”), between the City and the Agency, to all of the provisions of each of which any Registered Owner hereof by the acceptance hereof thereby assents, for a description of the nature and extent of the security for the Notes, the terms and conditions upon which the Agency may issue obligations thereunder, definitions of terms, the funds, taxes and revenues pledged to the payment of the principal or redemption price of and interest on the Notes, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Registered Owner hereof with respect thereto; the terms and conditions upon which this Note is issued; and the rights, duties and obligations of the Agency. Copies of the Resolution, the JPA Agreement and the Facilities Agreement are on file at the office of the Agency.

This Note shall bear interest at an annual rate equal the one-month LIBOR rate plus 0.50% quoted by the Purchaser hereof from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect and reset each New York Business Day (as such term is defined in the Resolution), adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate to be rounded up to the nearest one-sixteenth percent.

The Notes constitute general obligations of the Agency payable as to both principal and interest from (a) the Revenues (as defined in the Facilities Agreement) and (b) ad valorem taxes which may be levied in accordance with the provisions of the Act and the JPA Agreement upon all the taxable property within the City sufficient in rate and amount to pay the principal or redemption price of and interest on this Note when and as the same become due.

The Notes are subject to redemption prior to maturity at the option of the Agency at any time, in whole or in part in such principal amounts as the Agency may, in its absolute discretion, determine and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Note to be redeemed, together with accrued interest on such principal amount to the dated fixed for redemption.

In the event this Note is called for redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than five days prior to the date fixed for redemption. If this Note shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date this Note shall become due and payable and if money for the payment of this Note at the then applicable redemption price and the interest accrued on the principal amount hereof to the date of redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Note. Upon such transfer, a new Note or Notes of the same series and maturity, of any authorized denomination or denominations and for the same aggregate principal amount, will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of the principal of and interest due hereon and for all other purposes.

The Notes of this series are issuable only as fully registered Notes without coupons in denominations of \$100,000, or any integral multiple thereof not exceeding the principal amount maturing in any one year. As provided in the Resolution and subject to certain limitations therein set forth, the Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series of a different authorized denomination, as requested by the Registered Owner or its duly authorized attorney upon surrender thereof to the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note and the series and issue of which it is one have happened, do exist and have been performed in regular and due time, form and manner; that this Note and the issue and series of which it is one do not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Note and the series and issue of which it is one as provided in the Resolution.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Note on the Note Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

Section 9. Details of Notes.

(a) Both the principal of and interest on each Note shall be payable in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. The principal of all Notes upon maturity and the interest due thereon, shall be payable at the office of the Registrar, upon presentation and surrender of such Notes as the same shall become due and payable. Payment of the interest on each Note shall be due upon maturity.

(b) Each Note shall be executed by the manual or facsimile signature of the Chair and the Secretary of the Agency and the original or a facsimile of the official seal of the Agency shall be impressed or printed thereon. In case any officer whose signature or facsimile signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such person had remained in office until such delivery, and also any Note may be signed by such persons as at the actual time of the execution of such Note shall be the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

(c) The Agency shall provide the Registrar with a supply of Note certificates for issuance upon subsequent transfers. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Note certificates upon transfer, the Agency agrees to order printed an additional supply of Note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose (facsimile) signature appears on any Note ceases to be such officer before the delivery of such Note (including any Note certificates delivered to the Registrar for issuance upon transfer), such (facsimile) signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note.

Section 10. Authentication of Notes. Only such Notes as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any benefit or security under this Resolution. No Notes shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such certificate of the

Registrar upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Note shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time.

Section 11. Exchange of Notes. Notes, upon surrender thereof at the office of the Registrar, together with an assignment duly executed by the registered owner thereof, or its attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Notes of the same issue and series, of any denomination or denominations authorized by this Resolution and bearing interest at the same rate, and in substantially the same form as the Notes surrendered for exchange. The Agency shall make provision for the exchange of the Notes at the office of the Registrar.

Section 12. Negotiability, Registration and Transfer of Notes. The Registrar shall keep books for the registration and registration of transfer of Notes as provided in this Resolution. The transfer of any Note may be registered only upon the books kept for the registration and registration of transfer of Notes upon surrender thereof to the Registrar, together with an assignment duly executed by the registered owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the Agency shall execute and the Registrar shall authenticate and deliver in exchange for such Note a new Note or Notes, registered in the name of the transferee, of any denomination or denominations authorized by this Resolution in an aggregate principal amount equal to the principal amount of such Note surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which Notes shall be exchanged or the transfer of Notes shall be registered hereunder, the Agency shall execute and the Registrar shall authenticate and deliver at the earliest practicable time Notes in accordance with the provisions of this Resolution. All Notes surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Note for each registered owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of any Note sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. Neither the Agency nor the Registrar shall be required to make any such exchange or registration of transfer of Notes within 10 days prior to the maturity of the Note.

Section 13. Ownership of Notes. As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of and interest on such Note shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Section 14. Disposition and Destruction of Notes. All Notes surrendered to the Registrar for payment shall be canceled upon such payment by the Registrar and, upon written request of the Finance Director, shall be destroyed.

Section 15. The Registrar. The Registrar shall keep and maintain for the Agency books for the registration and transfer of the Notes at its office. The name(s), registered address(es) and tax identification number(s) of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such registered

owner's duly authorized agent, and thereupon the Registrar, on behalf of the Agency, shall deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Note or Notes of the same series, interest rate, aggregate principal amount and maturity. One Note may be transferred for several such Notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Notes may be transferred for one or several such Notes, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Note, the surrendered Note shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the Agency evidencing the same obligation as the Notes surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Notes upon transfer of which they were delivered. The Agency and the Registrar shall not be required to transfer any Note less than 10 days prior to the maturity thereof.

Section 16. 2013 West Haymarket Promissory Notes Project Fund; Note Debt Service Fund.

(a) **2013 West Haymarket Promissory Notes Project Fund.** The net proceeds of the Notes shall be deposited by the Finance Director or the Controller in a project fund, which is hereby created and established, to be known as the 2013 West Haymarket Promissory Notes Project Fund, and shall be disbursed according to such procedures as shall be established by the Finance Director or the Controller (1) to pay the costs of the Project, and (2) to pay the costs of issuance of the Notes.

(b) **Debt Service Fund.** There have been or shall be established in the treasury of the Agency the separate funds set forth in the Facilities Agreement to be held and administered by the Agency. There is hereby established in the treasury of the Agency the 2013 Promissory Note Debt Service Account for the purpose of paying the principal of and interest on the Notes at or prior to the maturity thereof. The Agency shall make deposits into the 2013 Promissory Note Debt Service Account in the Debt Service Fund as provided in the Facilities Agreement. Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Notes were issued and all other indebtedness of the Agency shall be transferred and paid to the City.

Section 17. Transfer of Funds to Registrar. The Finance Director is hereby authorized and directed to withdraw from (a) the Revenue Promissory Note Account in the Debt Service Fund sums sufficient to fully pay the principal of and interest on the Notes as and when the same become due and (b) to pay the charges for services rendered by the Registrar, and to forward such sums to the Registrar in immediately available funds no less than 5 business days before the date when such principal, interest and fees mature or become due.

Section 18. Promissory Notes Rebate Account. As applicable for any Notes issued as Tax-Exempt Obligations, to ensure proper compliance with the tax covenants contained in **Section 20** hereof, the Agency shall establish and the Finance Director shall maintain for the Notes an account in the Agency's Rebate Fund, separate from any other fund or account established and maintained hereunder, which account shall be designated as the 2013 Promissory Notes Rebate Account (the "**Rebate Account**"). All money at any time deposited in the Rebate Account in accordance with the provisions of the Tax Certificate delivered by the Agency in connection with the Notes, as amended or supplemented, shall be held by the Finance Director for the account of the Agency in trust for payment to the federal government of the United States of America of all amounts of arbitrage rebate due and owing on the Notes, and neither the Agency nor the registered owner of any Note shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Account shall be governed hereby and by the Tax Certificate. The Treasurer shall invest all amounts held in the Rebate Account in accordance with the Tax Certificate. Money shall not be transferred from the Rebate Account except in accordance with the Tax Certificate.

Section 19. Discharge of Liens and Obligations. The Agency's obligations under this Resolution and the liens, pledges, dedications, covenants and agreements of the Agency herein made or provided for shall be fully discharged and satisfied as to any of the Notes issued hereunder, and said Notes shall no longer be deemed Outstanding hereunder if such Notes shall have been purchased and canceled by the Agency or, as to any of said Notes not theretofore purchased and canceled by the Agency, when payment of the principal of and interest thereon to the respective dates of maturity (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided for by depositing with a state or national bank having trust powers or trust company in trust solely for such payment (1) sufficient money to make such payment and/or (2) Escrow Obligations in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the registered owners as to principal at such times as will ensure the availability of sufficient money to make such payment and such Notes shall cease to draw interest from the date of maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution. Any such money so deposited with the specified state or national bank or trust company as provided in this **Section 19** may be invested and reinvested in Deposit Securities at the direction of the Agency and all interest and income from all such Deposit Securities in the hands of the specified trustee bank or trust company that are not required to pay the principal of and interest on the Notes for which such deposit has been made shall be paid to the Agency as and when realized and collected.

Section 20. Tax Covenants. As to any Notes issued as Tax-Exempt Obligations the Agency will comply with the following:

(a) The Agency covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes and (2) it will not use or permit the use of any proceeds of Notes or any other funds of the Agency nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes. The Agency will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Agency.

(b) The Agency covenants and agrees that (1) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes, (2) it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purposes for which the Notes are issued, and (3) it will not invest or directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the Agency in any manner, or take or omit to take any action, that would cause the Notes to be "arbitrage Notes" within the meaning of Section 148(a) of the Code.

(c) The Agency covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Notes from time to time. This covenant shall survive payment in full or defeasance of the Notes. The Agency specifically covenants to pay or cause to be paid to the United States of America the required amounts of arbitrage rebate at the times and in the amounts as determined by the Tax Certificate. Notwithstanding anything to the contrary contained herein, the Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal Notes, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes.

(d) The Agency covenants and agrees that it will not use any portion of the proceeds of the Notes, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Note to be a “private activity Note.”

The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to the provisions of this Resolution until the final maturity date of all Notes Outstanding issued as Tax-Exempt Obligations.

Section 21. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs the Chair, the Finance Director, the Treasurer, the Secretary, the Agency Attorney, any individual authorized to act on their behalf, and all other officers, officials, employees and agents of the Agency to carry out or cause to be carried out, and to perform such obligations of the Agency and such other actions as they, or any of them, in consultation with bond counsel, the Purchaser and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Finance Director the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Notes not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Notes. The execution and delivery by the Finance Director or by any such other officers, officials, employees or agents of the Agency of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Agency’s and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Finance Director and all other officers, officials, employees and agents of the Agency, including, without limitation, the expenditure of funds and the selection, appointment and employment of Bond counsel and financial advisors and agents, in connection with issuance and sale of the Notes, together with all other actions taken in connection with any of the matters that are the subject hereof, are hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 22. Proceedings Constitute Contract; Enforcement Thereof. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the sale of the Notes and the terms and provisions thereof shall constitute a contract between the Agency and the registered owners of the Notes and the provisions thereof shall be enforceable by any registered owner of a Note for the equal benefit and protection of all such registered owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State of Nebraska.

After the issuance and delivery of the Notes, this Resolution and any supplemental resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 23. Benefits of Resolution Limited to the Agency and Owners of the Notes. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Notes is intended or should be construed to confer upon or give to any person other than the Agency and the Purchaser, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Agency and the registered owners from time to time of the Notes as herein and therein provided.

Section 24. No Personal Liability. No officer or employee of the Agency shall be individually or personally liable for the payment of the principal of or interest on any Note. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 25. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Resolution requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 26. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the Agency or the Registrar to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Notes, but the registered owners of the Notes shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 27. Applicable Law and Place of Enforcement of this Resolution. This Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in Lincoln, Nebraska except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 28. Effect of Section Headings. The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Resolution.

Section 29. Repeal of Inconsistent Resolution. Any resolution of the Agency, and any part of any ordinance or resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

PASSED: July 26, 2013.

**WEST HAYMARKET JOINT PUBLIC
AGENCY IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
Chair

By: _____
Secretary

EXHIBIT A

DESCRIPTION OF PROJECTS

West Haymarket Facilities (consisting of the following Projects)

- (1) a sports/entertainment arena (the “**Arena**”)
- (2) roads, streets and sidewalks
- (3) a pedestrian overpass
- (4) public plaza space
- (5) sanitary sewer mains
- (6) water mains
- (7) electric transmission lines
- (8) drainage systems
- (9) flood control
- (10) parking garages
- (11) surface parking lots

Related Projects (consisting of the following Projects)

- (1) acquisition of land and relocation of existing businesses
- (2) environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Agreement between the West Haymarket Joint Public Agency and
4 Lincoln Depot Partnership to acquire a pedestrian access easement, and to provide \$50,000 to
5 Lincoln Depot Partnership for improvements in the pedestrian access easement area, is hereby
6 approved and the Chairperson of the Board of Representatives is hereby authorized to execute said
7 Agreement and related documents on behalf of the West Haymarket Joint Public Agency.

8 The City Clerk is directed to return a copy of this Resolution and Agreement to Chris
9 Connolly, City Law Department, for transmittal to Lincoln Depot partnership

10 Adopted this ____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

PEDESTRIAN ACCESS EASEMENT AGREEMENT

This agreement is made this ____ day of July, 2013, by and between the West Haymarket Joint Public Agency, a Nebraska Joint Public Agency (hereinafter referred to as "JPA") and Lincoln Depot Limited Partnership, a Nebraska limited partnership (hereinafter referred to as "LDP").

WHEREAS, JPA and LDP executed a Purchase Agreement on June 1, 2012 that contained, among other things, a provision for conveyance by LDP to JPA a pedestrian access easement upon substantial completion of not less than \$50,000.00 of improvements by JPA on the west side of LDP's property located at 201 North 7th Street and generally described as Lot 2, except the west part, Lincoln Station, Lincoln, Lancaster County, Nebraska ("the Property"); and

WHEREAS, the parties hereto agree have agreed to a modification of the original agreement with regard to Pedestrian Access Easement, with the legal description for said easement in Exhibit 1, attached hereto; and

WHEREAS, LDP shall provide the pedestrian access easement at closing and JPA shall distribute funds as installation of improvements progresses.

NOW, THEREFORE, in exchange of the mutual considerations contained herein, the parties agree to the following:

1. Pedestrian Access Easement. LDP shall grant and deliver to JPA a pedestrian access easement in perpetuity similar in form and content to the pedestrian access easement attached hereto and marked as Exhibit 2, attached hereto. The pedestrian access easement shall permit the public to access the area, subject to certain restrictions, and shall be referred to herein as the Public Access Area (PAA). The easement shall be delivered to JPA upon closing herein.
2. Improvements Funded by JPA. JPA shall pay to LDP the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) for improvements to the PAA, as set forth in Exhibit 2, attached hereto. LDP shall be responsible for installation of the improvements. JPA shall distribute the funds as installation of the improvements progress, with not more than \$5,000.00 being paid to LDP before installation begins. LDP shall submit requests for progress payments to JPA for processing.
3. Improvements by LDP. LDP shall be permitted to make additional permanent improvements in the PAA with the approval of JPA, which shall not be unreasonably withheld. LDP agrees that any such improvements herein shall not detract from the appearance of the PAA and shall not unreasonably restrict access by the public.

4. Access by the Public. LDP agrees to leave the PAA open to the public at all times except for private events held by LDP, or necessary repairs. LDP may also elect to close the PAA between the hours of 11:00 p.m. and 6:00 a.m. on any day for any reason. If LDP chooses to close the PAA during these hours, signs shall be posted in conspicuous places around the PAA. LDP may change the configuration of the area open to the public to accommodate private functions, special designated licenses, or an entertainment district. When no private, special designated license or entertainment district events are occurring, the public shall enjoy access to 100% of the PAA, subject to the time restrictions stated herein. LDP may, with the consent of JPA, impose reasonable restrictions on behaviors and activities in the PAA.

5. Maintenance. LDP shall be responsible for cleaning and snow clearing the PAA and maintaining, repairing or replacing any improvements placed in the PAA by LDP. LDP shall also do weeding and non-repair maintenance of the bio-swale and rain garden. The JPA shall be responsible for maintaining, repairing or replacing the bio-swale and other rain garden related improvements shown in Exhibit 3 and LDP shall be responsible for maintenance of all other improvements. In the event the JPA fails to commence required maintenance or repair activities within 30 days after receiving written notification from LDP of a deteriorating appearance or need for repair, LDP may cause the maintenance or repair to be accomplished and JPA shall pay LDP for all reasonable costs associated therewith.

6. Other Events in the PAA. On or before December 31 of each calendar year, JPA and LDP shall determine event scheduling for the next calendar year. First priority for scheduling shall be for the Farmers' Market held each year. LDP shall have the right to schedule the next 25 days for private events. The JPA or the City of Lincoln shall have the right to schedule the next 25 days. Any scheduling thereafter shall be open to either party with no priorities, but shall require the consent of both parties, which shall not be unreasonably withheld. The parties agree to examine this process every three years and take good faith measures to adjust the scheduling process to be fair to both parties. In no case shall either party charge a fee for events or functions in the PAA and the party scheduling the event shall be responsible for clean up, maintenance, and repairs required to the PAA as a result of the event.

7. Private Events. LDP may use the PAA for private events. During private events, LDP shall be permitted to close the PAA to the public. LDP shall ensure that all private events are compliant with all applicable laws, rules, and regulations, and shall not permit any private event to display or engage in any activity that may result in complaints from neighbors or members of the general public. In the event a persistent pattern of complaints about events develops and is not corrected by LDP, JPA may pursue any legal remedy to reduce or eliminate the private events. Private events shall not include activities where tickets are sold to members of the public and is presented as open to the public.

8. Alcohol Sales. In compliance with Nebraska state law and the ordinances of the City of Lincoln, LDP shall not permit the sale of alcohol on or within the PAA without obtaining proper permits or licenses to do so and providing sufficient barriers to prevent the unauthorized sale, consumption or transportation of alcoholic beverages within or outside the PAA. JPA and the City of Lincoln shall not conduct any events involving sales of alcohol without consent of LDP.

9. Closing. The closing date for this agreement shall be on or about August 1, 2013, or as may be agreed upon by the parties. The terms of this agreement shall survive closing.

10. Assignment of Agreement. LDP agrees that JPA may assign this agreement to the City of Lincoln, Nebraska without further consent from LDP. Any other assignment of this agreement by either party shall require the consent of the other party, which shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the successors and assigns of each party.

11. Nebraska Law. This agreement shall be construed pursuant to the laws of the State of Nebraska.

Dated this ____ day of July, 2013

LINCOLN DEPOT LIMITED PARTNERSHIP
a Nebraska limited partnership

President, The Arter Group, LTD, Gen. Partner

WEST HAYMARKET JOINT PUBLIC AGENCY,
a Nebraska Joint Public Agency

Chris Beutler
Chairperson of the Board of Representatives

Exhibit 1

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT is entered into this ____ day of _____, 2013, by and between **Lincoln Depot Limited Partnership**, a Nebraska limited partnership, hereinafter referred to as “Owner”, and the **West Haymarket Joint Public Agency**, a Nebraska Joint Public Agency, hereinafter referred to as “JPA.”

1. **Grant of Public Access Easement**. Owner hereby creates, establishes, grants and conveys to City for its benefit and the benefit of the public a permanent public access easement for vehicular and pedestrian access over, through, and across a portion of Lot 2, Lincoln Station Addition, as more fully described in Exhibit 1 (Public Access Area, or “PAA”), attached hereto, subject to the following conditions:

A. Owner shall have no right to enter or use the surface of the easement area of the public access easement for any purpose which would involve the construction thereon of permanent buildings or structures without the prior written authorization of the JPA.

B. The public access easement shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest therein or any portion thereof and upon their respective successors and assigns in interest.

C. Owner covenants that it is the Owner of Lot 2, Lincoln Station Addition, and has legal right, title, and capacity to grant the public access easement contained herein, subject to easements and restrictions of record.

D. The JPA may assign all rights and interests herein to the City of Lincoln, Nebraska.

2. **Maintenance.** LDP shall be responsible for cleaning and snow clearing the PAA and maintaining, repairing or replacing any improvements placed in the PAA by LDP. LDP shall also do weeding and non-repair maintenance of the bio-swale and rain garden. The JPA shall be responsible for maintaining, repairing or replacing the bio-swale and other rain garden related improvements shown in Exhibit 3 and LDP shall be responsible for maintenance of all other improvements. In the event the JPA fails to commence required maintenance or repair activities within 30 days after receiving written notification from LDP of a deteriorating appearance or need for repair, LDP may cause the maintenance or repair to be accomplished and JPA shall pay LDP for all reasonable costs associated therewith.

3. **Access by the Public.** LDP agrees to leave the PAA open to the public at all times except for private events held by LDP, or necessary repairs. LDP may also elect to close the PAA between the hours of 11:00 p.m. and 6:00 a.m. on any day for any reason. If LDP chooses to close the PAA during these hours, signs shall be posted in conspicuous places around the PAA. LDP may change the configuration of the area open to the public to accommodate private functions, special designated licenses, or an entertainment district. When no private, special designated license or entertainment district events are occurring, the public shall enjoy access to 100% of the PAA, subject to the time restrictions stated herein. LDP may, with the consent of JPA, impose reasonable restrictions on behaviors and activities in the PAA.

4. **Recordation of Agreement.** The JPA shall file this Public Access Easement for recordation in the office of the Register of Deeds for Lancaster County, Nebraska.

5. **Authorization.** The undersigned parties hereby warrant and represent to each other that all necessary action to duly approve the execution, delivery, and performance of this Public Access Easement have been taken and this Easement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have signed this Public Access Easement as of the day and year first above written.

LINCOLN DEPOT LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: Arter Equity Partner, Inc., as General Partner

By: _____
James Arter, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by James Arter, President of the Arter Equity Partner, Inc., as General Partner of Lincoln Depot Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.

Notary Public

LOT 2, BLOCK 12, WEST HAYMARKET ADDITION

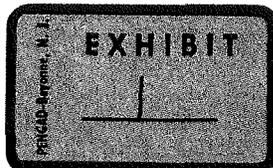
PERMANENT PEDESTRIAN-WAY EASEMENT

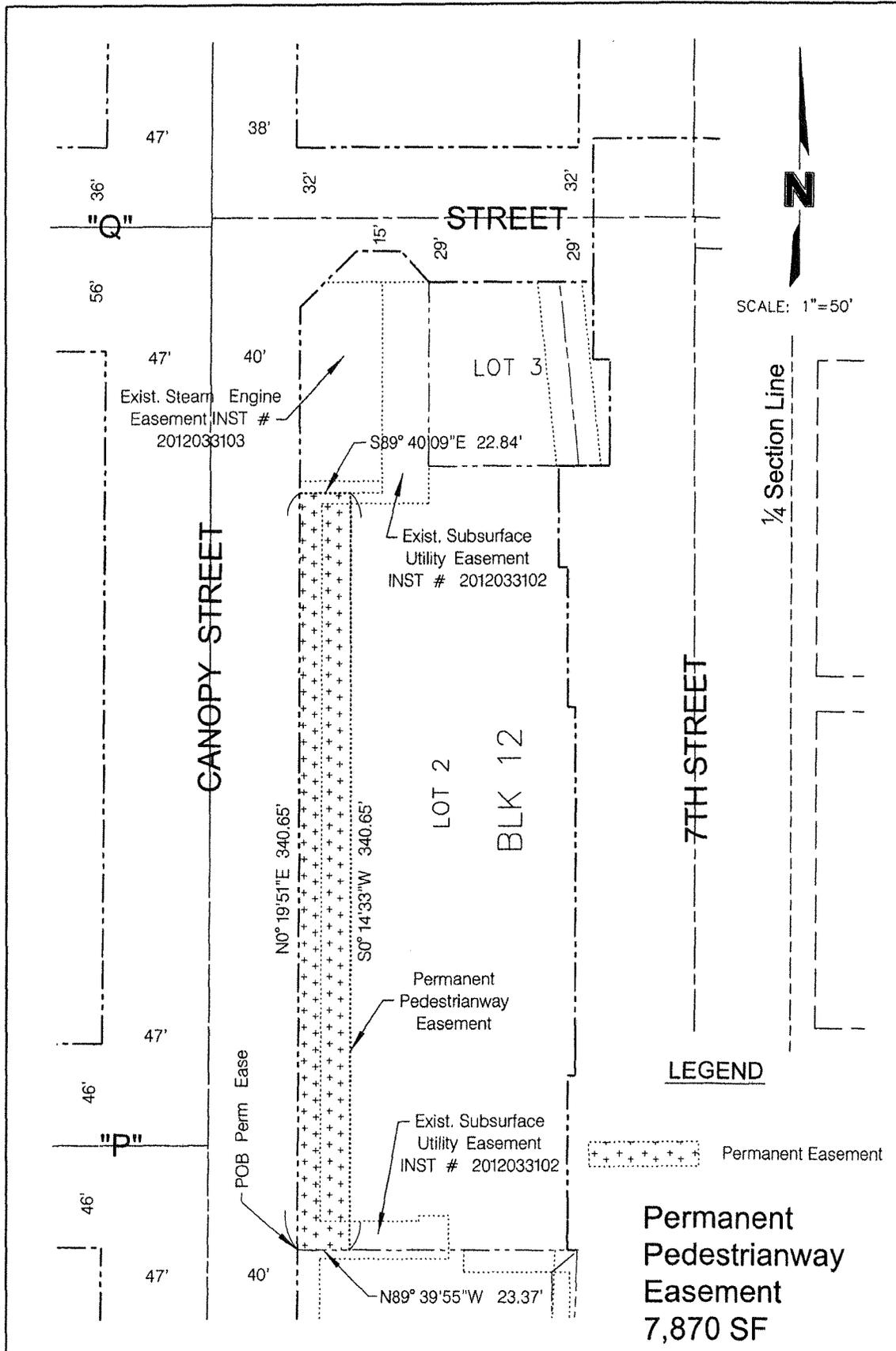
A PORTION OF LOT 2, BLOCK 12, WEST HAYMARKET ADDITION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 2, BLOCK 12, WEST HAYMARKET ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 12, WEST HAYMARKET ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 19 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 340.65 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING STEAM ENGINE EASEMENT, INST # 2012033103; THENCE SOUTH 89 DEGREES 40 MINUTES 09 SECONDS EAST, ALONG THE SOUTH LINE OF SAID STEAM ENGINE EASEMENT, A DISTANCE OF 22.84 FEET TO A POINT; THENCE SOUTH 0 DEGREES 14 MINUTES 33 SECONDS WEST, A DISTANCE OF 340.65 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 39 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 23.37 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 7,870 SQUARE FEET, (0.18 ACRES) MORE OR LESS.

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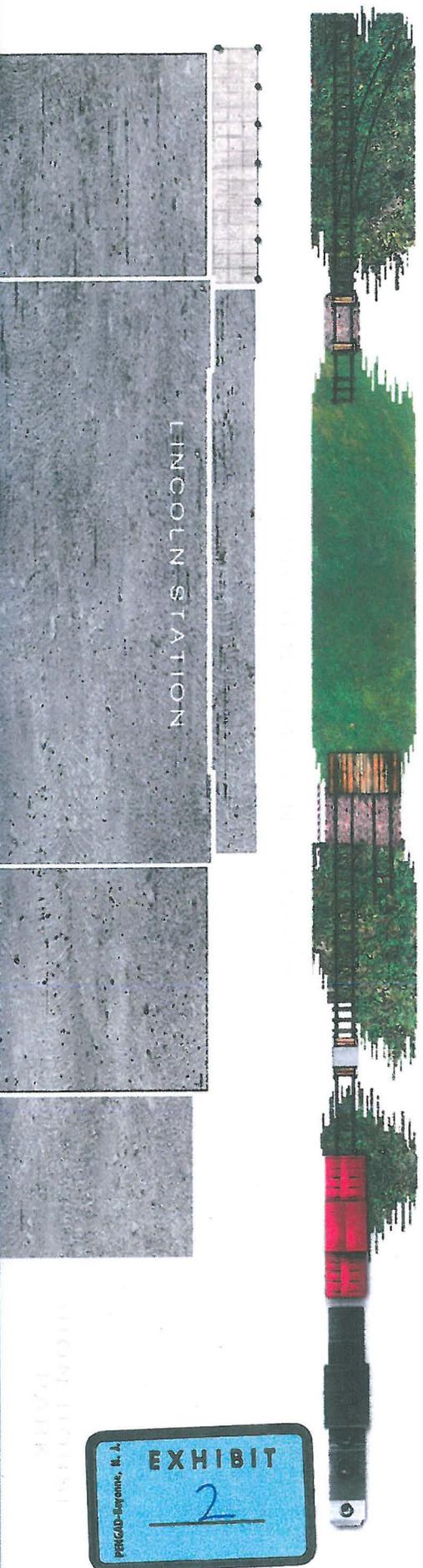


Project : 010-2431	Drawn By : TDB	Date: 4/30/2013
	WEST HAYMARKET Joint Public Authority Lincoln, Nebraska	Property Exhibit: Lot 2, Block 12 West Haymarket Addition

SITE PLAN

The design contemplates three primary uses of the space and is divided in "zones" to reflect each use.

DINE | RELAX | EXPLORE



- All three areas incorporate elements of the West Haymarket Integrated Development Plan
- Show respect for the history by using materials that provide a transition between new and old.
- Connect people to the history by focusing on historic artifacts and introducing new elements that reinforce.
- Re-use existing site features such as railroad tracks and platform canopies into the new design