

REVISED

AGENDA FOR THE WEST HAYMARKET

JOINT PUBLIC AGENCY (JPA)

TO BE HELD THURSDAY, JUNE 25, 2015 AT 3:30 P.M.

**CITY-COUNTY BUILDING
BILL LUXFORD STUDIO, 1ST FLOOR
555 S. 10TH STREET
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 May 7, 2015 (Chair Beutler)
 - (Staff recommendation: Approval of the minutes as presented)
4. Election of JPA Secretary (Chair Beutler)
5. Approval of April and May 2015 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation: Approval)
6. Review of April and May 2015 Expenditure Reports (Steve Hubka)
 - Public Comment
7. WH 15-8 Resolution to approve the Contract for Appraisal Services with Great Plains Appraisal, Inc. to perform an appraisal regarding the fair market value of the South 1/2 of Lot 3, Block 6, West Haymarket Addition. (Rick Peo)
 - Public Comment
 - (Staff recommendation: Approval)
8. WH 15-9 Resolution of the JPA's Intent to enter into a Redevelopment Agreement upon acceptable terms and conditions between the JPA, City of Lincoln, and TDP Phase Three which will include (1) the sale of the South 1/2 of Lot 3, Block 6, West Haymarket Addition with prepaid parking rights in the JPA Green 2 Parking Garage for five years to TDP Phase Three LC for fair market value, and (2) the JPA's purchase of TIF Bond A to be issued by the City in the amount of \$5,000,000. (Rick Peo)
 - Public Comment
 - (Staff recommendation: Approval)

9. WH 15-10 Resolution to approve Amendment No. 12 to the Agreement for Environmental Remediating Consulting Services between Alfred Benesch & Company and the JPA to include project management under existing Task 1, preparing plans and specifications for the cleanup of contamination at the Alter South Site under new Task 31; and conducting remediation oversight and documentation of the Alter South cleanup under new Task 32. (Adam Hoebelheinrich).
 - Public Comment
 - (Staff recommendation: Approval)
10. WH 15-11 Resolution to amend the Project Budget for the West Haymarket Joint Public Agency. (Steve Hubka)
 - Public Comment
 - (Staff recommendation: Approval)
11. WH 15-12 Resolution to approve the Independent Consultant Contractor Agreement with Venue Solutions Group to conduct a Financial Performance Review and Operational Review of the Pinnacle Bank Arena. (Steve Hubka)
 - Public Comment
 - (Staff recommendation: Approval)
12. Set Next Meeting Date: The next meeting date will be Thursday, July 30, 2015 at 3:30 p.m. in the County-City Building, Bill Luxford Studio, 1st Floor.
13. Motion to Adjourn

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

Pinnacle Bank Arena Event and West Haymarket JPA information may be found at:

www.pinnaclebankarena.com

www.lincoln.ne.gov

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
May 7, 2015

Meeting Began At: 3:43 P.M.

Meeting Ended At: 3:54 P.M.

Members Present: Tim Clare and Doug Emery

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

Vice Chair Clare opened the meeting with the introduction of fellow Board member Doug Emery and explained that Mayor Beutler was unable to attend today as he was called away for an emergency meeting necessitated by the flooding in Lincoln. Clare 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. Clare stated that individuals from the audience are 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 March 26, 2015

There being no corrections or changes to the minutes of the March 26, 2015 JPA meeting, Emery moved approval of the minutes as presented. Clare seconded the motion. Motion carried 2-0.

Item 4 -- Approval of March 2015 Payment Register

Steve Hubka, City Finance Director, presented the March 2015 payment register for the Operating Budget and the Phase I and Phase II Capital Budgets which reflected a total amount of \$476,894.76. Hubka said there was nothing out of the ordinary to report but welcomed any questions. In response to Clare's request, Hubka confirmed that the JPA is on budget. There being no public comment, Emery moved approval of the March 2015 payment register. Clare seconded the motion. Motion carried 2-0.

Item 5 -- Review of March 2015 Expenditure Reports

In presenting the March 2015 Expenditure Reports, Hubka pointed out that although the Phase II Budget shows a deficit of \$107,077, that is without including any contingency money that was included in the original approval allocated to these particular projects. Finance will be bringing forward a budget amendment next month to clear that up. With the contingency allocated, Paula

says there is still about \$300,000 of unallocated contingency money. We are under budget, it just needs to be reflected in this report with the adoption of a resolution by the Board.

In response to the Board's request for clarification on the different contingency funds, Paula Portz came forward and explained that there has always been three different contingency funds: Phase 2 Contingency, Infrastructure Contingency, and Arena Contingency. When speaking of "over \$11.5 million in contingency" that is Infrastructure and we still have \$2 million remaining in contingency in the Arena, plus about \$300,000 left on Phase II. The next budget update will clean up the Job Cost Report to match the current budget.

No public comment was offered on the March 2015 Expenditure Report.

Item 6 -- Set Next Meeting Date

Without objection, the next meeting date is set for Thursday, June 11, 2015, at 2:30 p.m. in the City-County Building, Bill Luxford Studio, First Floor.

As this was Doug Emery's last meeting, Vice Chair Tim Clare took the opportunity to thank Doug for his eight years of service on the City Council, his recent service to the JPA, and his on help in promoting the Arena and Arena vote. Clare then spoke to the respect he holds for Emery as an elected official and as a friend. On behalf of everyone at PC Sports, Paula Portz thanked Emery for his role on the Board and expressed appreciation for everything he has done. In his farewell remarks, Emery, as the third City Council representative to serve on the Board, remembered the many important contributions of Jayne Snyder to the Arena and Haymarket development, as well as those of Gene Carroll who served on the Board after Jayne. Emery expressed appreciation for being a part of the process and commended PC Sports for the "incredible job" they have done making sure the project came forward as promised – on time and under budget. Emery also acknowledged SMG for the job it is doing in running the Arena. He said the acts and people they are getting here speak for themselves. In closing, Emery was appreciative of the kind words and said "Someday people will look back . . . and this will be a legacy for the people that really believed in this project and made sure it got done and it got done correctly. It's been fun a lot of fun for me and I will miss it."

Item 7 -- Motion to Adjourn

Emery moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:54 p.m.

Prepared by: Cheryl Eno, City Law Department

West Haymarket Joint Public Agency
Payment Register
April 2015

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
76881	Windstream	Billing Number 402-477-6387	OP	06095	W Haymarket Surplus/ O & M	PV	1614463	98.09	04/01/15	533409
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1614131	336.73	04/02/15	79280
222586	Don Herz	Consulting per WH00261	OP	06095	W Haymarket Surplus/ O & M	PV	1614132	2,818.75	04/02/15	79311
53356	Lincoln Electric System	200 N 7th St	OP	06095	W Haymarket Surplus/ O & M	PV	1615836	307.37	04/09/15	79423
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	W Haymarket Surplus/ O & M	PV	1615837	57.61	04/09/15	79423
26761	NECO Security & Alarm Systems Inc	Customer 15834	OP	06095	W Haymarket Surplus/ O & M	PV	1617357	102.60	04/15/15	534152
113806	City Treasurer	WHJPA credit card fees 3/5/15	OP	06095	W Haymarket Surplus/ O & M	PV	1617360	33.56	04/15/15	534153
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1617358	314.15	04/16/15	79640
102154	Public Building Commission	Space Rental 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1617359	38.75	04/16/15	79688
102154	Public Building Commission	Space Rental 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1617359	80.50	04/16/15	79688
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1619044	133.25	04/22/15	534556
77921	County/City Property Management	Amtrak Station 03/15	OP	06095	W Haymarket Surplus/ O & M	PV	1619042	431.56	04/23/15	79872
588846	District Energy Corp	Customer ID: WHM-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1619045	183,815.66	04/23/15	79985
98642	Information Services	JPA 03/15	OP	06095	W Haymarket Surplus/ O & M	PV	1620710	104.48	04/29/15	534958
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 03/15	OP	06095	W Haymarket Surplus/ O & M	PV	1620712	39,683.39	04/29/15	534959
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 03/15	OP	06095	W Haymarket Surplus/ O & M	PV	1620712	40,259.34	04/29/15	534959
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 03/15	OP	06095	W Haymarket Surplus/ O & M	PV	1620712	67,096.30	04/29/15	534959
608751	James Linder MD	MARCH&APRIL2015 MO REFUND @RED	OP	06096	W Haymarket Parking Revenue	PV	1620427	170.00	04/29/15	534960
608752	Sara Simonsen	1/2 MO MARCH 2015 REFUND@GREEN	OP	06096	W Haymarket Parking Revenue	PV	1620430	31.25	04/29/15	534961
608753	Stephen Hydo	APRIL 2015 MO REFUND @ RED	OP	06096	W Haymarket Parking Revenue	PV	1620428	70.00	04/29/15	534962
608754	Roland Myeer	MARCH 2015 MO REFUND @ RED	OP	06096	W Haymarket Parking Revenue	PV	1620429	85.00	04/29/15	534963
77921	County/City Property Management	CITY CONTROLLER-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1620706	89.92	04/30/15	80110

Category total 336,158.26

115166	Urban Development Department	Job#13-211 Wayfinding Signage	PH1	870307	WH Streetscape	PV	1612379	4,762.92	04/01/15	533410
159071	Engineered Controls Inc	Temp control service	PH1	870100	WH Arena	OV	1612373	36,575.00	04/02/15	79299
159071	Engineered Controls Inc	Temp control service	PH1	870100	WH Arena	OV	1612375	21,584.00	04/02/15	79299
594773	Alfred Benesch & Company	Remediation,12/22-1/18/15	PH1	870604	WH Other/Miscellaneous	OV	1612356	167.48	04/02/15	79360
594773	Alfred Benesch & Company	Remediation,12/22-1/18/15	PH1	870602	WH Voluntary Clean-up Program	OV	1612356	6,492.15	04/02/15	79360
594773	Alfred Benesch & Company	Remediation,12/22-1/18/15	PH1	870601	WH NDEQ T-200	OV	1612358	1,809.24	04/02/15	79360
598263	PC Sports LLC	Jan,2015 Ph 3 oversight	PH1	870002	WH General Coordination P3	OV	1612366	17,000.00	04/02/15	79361
598263	PC Sports LLC	Feb,2015 Ph 3 oversight	PH1	870002	WH General Coordination P3	OV	1612368	17,000.00	04/02/15	79361
82368	State of Nebraska	Monitoring Act 0637, Feb'2015	PH1	870602	WH Voluntary Clean-up Program	PV	1615140	2,624.99	04/09/15	79453
324304	BNSF Railway Company	BF00019824, Flagging, Apr, 2014	PH1	870201	WH HymktPkLot, FestSp&PedGrdStr	PV	1615139	224.13	04/09/15	79516
605721	HomeBase Storage	Rent 4/24/15-10/24/15	PH1	870307	WH Streetscape	PV	1617948	840.00	04/22/15	534557
594773	Alfred Benesch & Company	Remediation,1/19-2/15/15	PH1	870601	WH NDEQ T-200	OV	1617930	2,093.00	04/23/15	79994
594773	Alfred Benesch & Company	Remediation,1/19-2/15/15	PH1	870604	WH Other/Miscellaneous	OV	1617932	561.46	04/23/15	79994
594773	Alfred Benesch & Company	Remediation,1/19-2/15/15	PH1	870602	WH Voluntary Clean-up Program	OV	1617932	6,532.78	04/23/15	79994
598263	PC Sports LLC	March,2015 Ph 3 oversight	PH1	870002	WH General Coordination P3	OV	1617929	17,000.00	04/23/15	79999
159071	Engineered Controls Inc	Temperature Control System	PH1	870100	WH Arena	OV	1620293	7,971.00	04/30/15	80157

Category total 143,238.15

45225	Schmieding Concrete Inc	Walk by Prkg garage #2	PH2	870205	WH Parking Garage #2 P2	PV	1617946	750.00	04/23/15	79851
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Category total 750.00

Grand

West Haymarket Joint Public Agency
Payment Register
April 2015

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number

total								480,146.41		

West Haymarket Joint Public Agency
 Payment Register
 May 2015

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
76881	Windstream	Billing Number 402-477-6387	OP	06095	W Haymarket Surplus/ O & M	PV	1622634	98.43	05/06/15	535376
108417	Citizen Information Center	5 City TV WHJPA 3/26/2015	OP	06095	W Haymarket Surplus/ O & M	PV	1622635	265.00	05/06/15	535377
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1622637	89.69	05/07/15	80334
53356	Lincoln Electric System	200 N 7th St	OP	06095	W Haymarket Surplus/ O & M	PV	1623928	265.41	05/14/15	80492
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	W Haymarket Surplus/ O & M	PV	1623929	54.71	05/14/15	80492
97885	Copy Services	Customer 595381	OP	06095	W Haymarket Surplus/ O & M	PV	1625442	.11	05/20/15	536115
97885	Copy Services	Customer 595381	OP	06095	W Haymarket Surplus/ O & M	PV	1625443	.09	05/20/15	536115
97885	Copy Services	Customer 595381	OP	06095	W Haymarket Surplus/ O & M	PV	1625444	.11	05/20/15	536115
97885	Copy Services	Customer 595381	OP	06095	W Haymarket Surplus/ O & M	PV	1625445	.11	05/20/15	536115
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1625447	42,489.71	05/20/15	536116
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1625447	36,300.88	05/20/15	536116
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1625447	57,311.29	05/20/15	536116
606819	Jennifer Rasmussen	VANCE JOY 4/23/15 AT RED	OP	06096	W Haymarket Parking Revenue	PV	1623888	10.00	05/20/15	536117
608880	Rebecca Cast	VANCE JOY 4/23/15 AT RED	OP	06096	W Haymarket Parking Revenue	PV	1623884	10.00	05/20/15	536118
608881	Linda Olson	VANCE JOY 4/23/15 AT GREEN 2	OP	06096	W Haymarket Parking Revenue	PV	1623886	6.00	05/20/15	536119
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1625440	281.51	05/21/15	80719
102154	Public Building Commission	Space Rental 05/15	OP	06095	W Haymarket Surplus/ O & M	PV	1625446	38.75	05/21/15	80788
102154	Public Building Commission	Space Rental 05/15	OP	06095	W Haymarket Surplus/ O & M	PV	1625446	80.50	05/21/15	80788
604774	Pinnacle Bank Arena	4th Qtr 2014/15 Sponsorships	OP	06095	W Haymarket Surplus/ O & M	PV	1625448	255,000.00	05/21/15	80934
98642	Information Services	JPA 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1626648	104.48	05/27/15	536430
608934	Sierra Jones	MARCH 2015 REFUND AT RED	OP	06096	W Haymarket Parking Revenue	PV	1625624	70.00	05/27/15	536431
77921	County/City Property Management	CITY CONTROLLER-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1626644	105.67	05/28/15	81010
77921	County/City Property Management	Amtrak Station 04/15	OP	06095	W Haymarket Surplus/ O & M	PV	1626646	571.75	05/28/15	81010
588846	District Energy Corp	Customer WHM-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1626650	170,919.96	05/28/15	81099
Category total								564,074.16		
596877	Olsson Associates		PH1	870000	WH General Coordination	OV	1622324	1,442.38	05/07/15	80418
596877	Olsson Associates		PH1	870201	WH HymktPkLot, FestSp&PedGrdStr	OV	1622324	462.27	05/07/15	80418
41507	Sampson Construction	Final on #13038	PH1	870307	WH Streetscape	OV	1624062	57,998.00	05/21/15	80713
129592	John Henry's Plumbing Heating & Ai	Cust#33198	PH1	870201	WH HymktPkLot, FestSp&PedGrdStr	PV	1624108	155.00	05/21/15	80798
598263	PC Sports LLC		PH1	870002	WH General Coordination P3	OV	1624967	17,000.00	05/21/15	80904
Category total								77,057.65		
41507	Sampson Construction	Final on #14050	PH2	870309	WH Streetscape P2	OV	1624055	4,589.00	05/21/15	80713
Category total								4,589.00		
Grand total								645,720.81		

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,657,637.08	6,579,613.92	72,376.33	5,646.83
870002	WH General Coordination P3		51,000.00	153,000.00	204,000.00-

70090	West Haymarket Park	6,657,637.08	6,630,613.92	225,376.33	198,353.17-

70091	Arena				
870100	WH Arena	183,910,075.06	183,751,880.40	27,020.00	131,174.66
870101	WH Arena Contingency	1,891,927.71			1,891,927.71
870203	WH Arena Parking Garage	726,438.23	726,438.23		

70091	Arena	186,528,441.00	184,478,318.63	27,020.00	2,023,102.37

70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,184,113.49	14,989,173.66	30,870.49	164,069.34
870202	WH Parking Garage #1	14,070,830.00	13,962,401.59		108,428.41
870204	WH Parking Garage #2	203,400.39	203,400.39		

70092	Parking	29,458,343.88	29,154,975.64	30,870.49	272,497.75

70093	Roads				
870301	WH Charleston Bridge/Roadway	252,015.40	252,015.40		
870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,706,112.66	14,682,918.47	24,038.91	844.72-
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,573,466.12	2,523,152.83	76,736.23	26,422.94-
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,196,898.88	25,123,391.40	100,775.14	27,267.66-

70094	Pedestrian Ways				
870401	WH Plaza				
870402	WH Canopy Phase II	1,356,269.05	1,356,269.05		

70094	Pedestrian Ways	1,356,269.05	1,356,269.05		

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of April 30, 2015

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70095	Utilities				
870501	WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502	WH Fiber Optic Comm & Other	506,034.95	506,034.95		

70095	Utilities	1,998,940.27	1,998,940.27		

70096	Environmental				
870601	WH NDEQ T-200	2,059,281.68	1,638,231.22	29,106.61	391,943.85
870602	WH Voluntary Clean-up Program	2,016,955.49	1,795,205.31	120,089.86	101,660.32
870603	WH Environmental Contngy Pln	2,176,523.91	1,332,043.57	109.01	844,371.33
870604	WH Other/Miscellaneous	760,288.22	703,474.84	942.58	55,870.80
870605	WH Canopy Phase I-Lead Abatemt				
870606	WH Alter Brownfield Site		289.86		289.86-
870607	WH JayLynn/Watson/Alter N	200,000.00	200,000.00		

70096	Environmental	7,213,049.30	5,669,244.80	150,248.06	1,393,556.44

70097	Dirt Moving				
870701	WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703	WH Initial Haymarket Site Prep	6,087,616.60	6,087,616.60		
870704	WH Other Stormwater Mitigation				

70097	Dirt Moving	6,087,616.60	6,087,616.60		

70098	TIF Improvements				
870800	WH TIF Improvements				

70098	TIF Improvements				

70099	Site Purchase				
870901	WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902	WH Alter Site Purchase	4,636,008.12	4,611,008.12		25,000.00
870903	WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904	WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905	WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906	WH Amtrak Station	2,369,425.17	2,369,425.17		
870907	WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of April 30, 2015

	Total Budget	Expend.	Encumb.	Available Balance
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00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,512.17	2,264,387.01		125.16
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70099 Site Purchase	62,256,381.77	62,231,256.61		25,125.16
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,163,476.45	1,140,949.49	22,526.96	
870952 WH Community Space & Civic Art	1,500,000.00	370,114.85		1,129,885.15
870953 WH Breslow Ice Rink	2,000,000.00			2,000,000.00
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70100 Other Costs	4,663,476.45	1,511,064.34	22,526.96	3,129,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	88,227.31	78,227.31		10,000.00
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,666,682.85	4,656,682.85		10,000.00
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00951 West Haymarket Capital Proj	336,083,737.13	328,898,374.11	556,816.98	6,628,546.04

		Total Budget	Expend.	Encumb.	Available Balance
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00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870001	WH General Coordination P2	360,000.00	360,000.00		
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70090	West Haymarket Park	360,000.00	360,000.00		
70092	Parking				
870205	WH Parking Garage #2 P2	12,123,589.75	12,099,905.93	84,861.93	61,178.11-
870206	WH Parking Garage #3 P2	14,809,278.75	14,822,128.62	15,349.96	28,199.83-
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70092	Parking	26,932,868.50	26,922,034.55	100,211.89	89,377.94-
70093	Roads				
870309	WH Streetscape P2	944,896.58	938,984.17	34,976.49	29,064.08-
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70093	Roads	944,896.58	938,984.17	34,976.49	29,064.08-
70105	Bond Related Costs				
870981	WH Series 5 JPA Debt P2	422,597.19	411,982.31		10,614.88
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70105	Bond Related Costs	422,597.19	411,982.31		10,614.88
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00951	West Haymarket Capital Proj	28,660,362.27	28,633,001.03	135,188.38	107,827.14-

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue					
06094 W Haymarket Revenue					
16 Transfer Out					
9220 Cash Transfers Out				453,465.63	453,465.63-
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16 Transfer Out				453,465.63	453,465.63-
-----	-----	-----	-----	-----	-----
06094 W Haymarket Revenue				453,465.63	453,465.63-
06095 W Haymarket Surplus/ O & M					
11 Materials & Supplies					
5221 Office Supplies	250.00		250.00		250.00
5261 Postage	1,750.00		1,750.00	1,039.06	710.94
5323 Bldg Maint Supplies	500.00		500.00	41.88	458.12
-----	-----	-----	-----	-----	-----
11 Materials & Supplies	2,500.00		2,500.00	1,080.94	1,419.06
12 Other Services & Charges					
5621 Misc Contractual Services	799,772.00		799,772.00	221,304.59	578,467.41
5624 Auditing Service	20,000.00		20,000.00	13,400.00	6,600.00
5631 Data Processing Service	1,254.00		1,254.00	835.83	418.17
5635 Delivery Service				73.52	73.52-
5642 Legal Services				82.00	82.00-
5643 Management Services	1,223,420.00		1,223,420.00	765,000.00	458,420.00
5643.61 Deck 1 Mgmt Services	564,000.00		564,000.00	362,080.72	201,919.28
5643.62 Deck 2 Mgmt Services	407,000.00		407,000.00	163,643.97	243,356.03
5643.63 Deck 3 Mgmt Services	569,000.00		569,000.00	222,496.01	346,503.99
5683.04 Snow Removal	2,500.00		2,500.00	1,079.50	1,420.50
5683.05 Fire Alarm Monitoring	500.00		500.00	307.80	192.20
5723 Meals & Parking				60.00	60.00-
5762 Photocopying	500.00		500.00	35.21	464.79
5763 Printing	500.00		500.00	30.25	469.75
5784 Misc Insurance	26,521.00		26,521.00	26,521.00	
5786 Property	145,754.00		145,754.00	145,754.00	
5794 Public Officials	24,640.00		24,640.00	19,067.50	5,572.50
5821 Electricity - Bldg & Grnds	7,065.00		7,065.00	5,657.45	1,407.55
5825 Natural Gas	3,000.00		3,000.00	1,901.55	1,098.45

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
12 Other Services & Charges					
5829 Telephone	1,200.00		1,200.00	786.07	413.93
5830 Water	1,000.00		1,000.00	503.14	496.86
5835 Thermal Heating & Cooling	2,150,000.00		2,150,000.00	1,422,214.71	727,785.29
5856 City Share Linc Center Maint	33,000.00		33,000.00	19,337.77	13,662.23
5862 Grounds Maintenance	3,000.00		3,000.00		3,000.00
5870 Other Bldg Maintenance	11,000.00		11,000.00	3,038.65	7,961.35
5928 Rent of Co/City Bldg Space	966.00		966.00	644.00	322.00
5931 Parking Rent Bldg Comm	465.00		465.00	310.00	155.00
5952 Advertising/Media Serv	1,450.00		1,450.00	255.00	1,195.00
5969 Arena Sales Commissions	2,828,329.00		2,828,329.00	2,828,329.00	
5993 Fees Paid to State of NE				45.00	45.00-
5996 Credit Card/Bank Fees	5,000.00		5,000.00	199.05	4,800.95
12 Other Services & Charges	8,830,836.00		8,830,836.00	6,224,993.29	2,605,842.71
06095 W Haymarket Surplus/ O & M	8,833,336.00		8,833,336.00	6,226,074.23	2,607,261.77
195011 JPA 2010A Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	524.00	
6235 Bd Trustee Pmt-Interest	4,651,510.00		4,651,510.00	2,325,755.00	2,325,755.00
15 Debt Service	4,652,034.00		4,652,034.00	2,326,279.00	2,325,755.00
195011 JPA 2010A Debt Service	4,652,034.00		4,652,034.00	2,326,279.00	2,325,755.00
195021 JPA 2010B/C Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048.00		1,048.00	1,048.00	
6235 Bd Trustee Pmt-Interest	5,874,323.00		5,874,323.00	2,937,161.25	2,937,161.75
15 Debt Service	5,875,371.00		5,875,371.00	2,938,209.25	2,937,161.75

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue					
195021 JPA 2010B/C Debt Service					
15 Debt Service					
-----	-----	-----	-----	-----	-----
195021 JPA 2010B/C Debt Service	5,875,371.00		5,875,371.00	2,938,209.25	2,937,161.75
195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	424.00	100.00
6235 Bd Trustee Pmt-Interest	4,591,688.00		4,591,688.00	2,295,838.08	2,295,849.92
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15 Debt Service	4,592,212.00		4,592,212.00	2,296,262.08	2,295,949.92
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195031 JPA 2011 Debt Service	4,592,212.00		4,592,212.00	2,296,262.08	2,295,949.92
195041 JPA 2013 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	524.00	
6234 Bd Trustee Pmt-Principal	540,000.00		540,000.00	540,000.00	
6235 Bd Trustee Pmt-Interest	1,136,075.00		1,136,075.00	570,737.51	565,337.49
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15 Debt Service	1,676,599.00		1,676,599.00	1,111,261.51	565,337.49
-----	-----	-----	-----	-----	-----
195041 JPA 2013 Debt Service	1,676,599.00		1,676,599.00	1,111,261.51	565,337.49
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00950 West Haymarket Revenue	25,629,552.00		25,629,552.00	15,351,551.70	10,278,000.30

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,657,637.08	6,579,613.92	233,004.85	154,981.69-
870002	WH General Coordination P3		68,000.00	136,000.00	204,000.00-

70090	West Haymarket Park	6,657,637.08	6,647,613.92	369,004.85	358,981.69-

70091	Arena				
870100	WH Arena	183,910,075.06	183,751,880.40	27,020.00	131,174.66
870101	WH Arena Contingency	1,891,927.71			1,891,927.71
870203	WH Arena Parking Garage	726,438.23	726,438.23		

70091	Arena	186,528,441.00	184,478,318.63	27,020.00	2,023,102.37

70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,184,113.49	14,989,328.66	30,870.49	163,914.34
870202	WH Parking Garage #1	14,070,830.00	13,962,401.59		108,428.41
870204	WH Parking Garage #2	203,400.39	203,400.39		

70092	Parking	29,458,343.88	29,155,130.64	30,870.49	272,342.75

70093	Roads				
870301	WH Charleston Bridge/Roadway	252,015.40	252,015.40		
870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,706,112.66	14,682,918.47		23,194.19
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,573,466.12	2,581,075.83		7,609.71-
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,196,898.88	25,181,314.40		15,584.48

70094	Pedestrian Ways				
870401	WH Plaza				
870402	WH Canopy Phase II	1,356,269.05	1,356,269.05		

70094	Pedestrian Ways	1,356,269.05	1,356,269.05		

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of May 31, 2015

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70095	Utilities				
870501	WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502	WH Fiber Optic Comm & Other	506,034.95	506,034.95		

70095	Utilities	1,998,940.27	1,998,940.27		

70096	Environmental				
870601	WH NDEQ T-200	2,059,281.68	1,638,231.22	29,106.61	391,943.85
870602	WH Voluntary Clean-up Program	2,016,955.49	1,796,235.24	120,089.86	100,630.39
870603	WH Environmental Contngy Pln	2,176,523.91	1,332,043.57	109.01	844,371.33
870604	WH Other/Miscellaneous	760,288.22	703,474.84	942.58	55,870.80
870605	WH Canopy Phase I-Lead Abatemt				
870606	WH Alter Brownfield Site		289.86		289.86-
870607	WH JayLynn/Watson/Alter N	200,000.00	200,000.00		

70096	Environmental	7,213,049.30	5,670,274.73	150,248.06	1,392,526.51

70097	Dirt Moving				
870701	WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703	WH Initial Haymarket Site Prep	6,087,616.60	6,087,616.60		
870704	WH Other Stormwater Mitigation				

70097	Dirt Moving	6,087,616.60	6,087,616.60		

70098	TIF Improvements				
870800	WH TIF Improvements				

70098	TIF Improvements				

70099	Site Purchase				
870901	WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902	WH Alter Site Purchase	4,636,008.12	4,611,008.12		25,000.00
870903	WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904	WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905	WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906	WH Amtrak Station	2,369,425.17	2,369,425.17		
870907	WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of May 31, 2015

	Total Budget	Expend.	Encumb.	Available Balance
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,512.17	2,264,387.01		125.16
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70099 Site Purchase	62,256,381.77	62,231,256.61		25,125.16
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,163,476.45	1,140,949.49		22,526.96
870952 WH Community Space & Civic Art	1,500,000.00	370,114.85		1,129,885.15
870953 WH Breslow Ice Rink	2,000,000.00			2,000,000.00
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70100 Other Costs	4,663,476.45	1,511,064.34		3,152,412.11
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	88,227.31	78,227.31		10,000.00
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,666,682.85	4,656,682.85		10,000.00
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00951 West Haymarket Capital Proj	336,083,737.13	328,974,482.04	577,143.40	6,532,111.69

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870001	WH General Coordination P2	360,000.00	360,000.00		

70090	West Haymarket Park	360,000.00	360,000.00		

70092	Parking				
870205	WH Parking Garage #2 P2	12,123,589.75	12,099,905.93	10,000.00	13,683.82
870206	WH Parking Garage #3 P2	14,809,278.75	14,822,128.62	15,349.96	28,199.83-

70092	Parking	26,932,868.50	26,922,034.55	25,349.96	14,516.01-

70093	Roads				
870309	WH Streetscape P2	944,896.58	943,573.17	10,000.00	8,676.59-

70093	Roads	944,896.58	943,573.17	10,000.00	8,676.59-

70105	Bond Related Costs				
870981	WH Series 5 JPA Debt P2	422,597.19	411,982.31		10,614.88

70105	Bond Related Costs	422,597.19	411,982.31		10,614.88

00951	West Haymarket Capital Proj	28,660,362.27	28,637,590.03	35,349.96	12,577.72-

As of May 31, 2015

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06094 W Haymarket Revenue					
16 Transfer Out					
9220 Cash Transfers Out				453,465.63	453,465.63-
16 Transfer Out				453,465.63	453,465.63-
06094 W Haymarket Revenue				453,465.63	453,465.63-
06095 W Haymarket Surplus/ O & M					
11 Materials & Supplies					
5221 Office Supplies	250.00		250.00		250.00
5261 Postage	1,750.00		1,750.00	1,144.73	605.27
5323 Bldg Maint Supplies	500.00		500.00	41.88	458.12
11 Materials & Supplies	2,500.00		2,500.00	1,186.61	1,313.39
12 Other Services & Charges					
5621 Misc Contractual Services	799,772.00		799,772.00	329,968.69	469,803.31
5624 Auditing Service	20,000.00		20,000.00	13,400.00	6,600.00
5631 Data Processing Service	1,254.00		1,254.00	940.31	313.69
5635 Delivery Service				73.52	73.52-
5642 Legal Services				82.00	82.00-
5643 Management Services	1,223,420.00		1,223,420.00	1,020,000.00	203,420.00
5643.61 Deck 1 Mgmt Services	564,000.00		564,000.00	419,392.01	144,607.99
5643.62 Deck 2 Mgmt Services	407,000.00		407,000.00	199,944.85	207,055.15
5643.63 Deck 3 Mgmt Services	569,000.00		569,000.00	264,985.72	304,014.28
5683.04 Snow Removal	2,500.00		2,500.00	1,079.50	1,420.50
5683.05 Fire Alarm Monitoring	500.00		500.00	307.80	192.20
5723 Meals & Parking				60.00	60.00-
5762 Photocopying	500.00		500.00	35.63	464.37
5763 Printing	500.00		500.00	30.25	469.75
5784 Misc Insurance	26,521.00		26,521.00	26,521.00	
5786 Property	145,754.00		145,754.00	145,754.00	
5794 Public Officials	24,640.00		24,640.00	19,067.50	5,572.50
5821 Electricity - Bldg & Grnds	7,065.00		7,065.00	6,259.08	805.92
5825 Natural Gas	3,000.00		3,000.00	2,033.46	966.54

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of May 31, 2015

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
12 Other Services & Charges					
5829 Telephone	1,200.00		1,200.00	884.50	315.50
5830 Water	1,000.00		1,000.00	503.14	496.86
5835 Thermal Heating & Cooling	2,150,000.00		2,150,000.00	1,593,134.67	556,865.33
5856 City Share Linc Center Maint	33,000.00		33,000.00	19,337.77	13,662.23
5862 Grounds Maintenance	3,000.00		3,000.00		3,000.00
5870 Other Bldg Maintenance	11,000.00		11,000.00	3,610.40	7,389.60
5928 Rent of Co/City Bldg Space	966.00		966.00	724.50	241.50
5931 Parking Rent Bldg Comm	465.00		465.00	348.75	116.25
5952 Advertising/Media Serv	1,450.00		1,450.00	672.50	777.50
5969 Arena Sales Commissions	2,828,329.00		2,828,329.00	2,828,329.00	
5993 Fees Paid to State of NE				45.00	45.00-
5996 Credit Card/Bank Fees	5,000.00		5,000.00	199.05	4,800.95
12 Other Services & Charges	8,830,836.00		8,830,836.00	6,897,724.60	1,933,111.40
06095 W Haymarket Surplus/ O & M	8,833,336.00		8,833,336.00	6,898,911.21	1,934,424.79
195011 JPA 2010A Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	524.00	
6235 Bd Trustee Pmt-Interest	4,651,510.00		4,651,510.00	4,651,510.00	
15 Debt Service	4,652,034.00		4,652,034.00	4,652,034.00	
195011 JPA 2010A Debt Service	4,652,034.00		4,652,034.00	4,652,034.00	
195021 JPA 2010B/C Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048.00		1,048.00	1,048.00	
6235 Bd Trustee Pmt-Interest	5,874,323.00		5,874,323.00	5,874,322.50	.50
15 Debt Service	5,875,371.00		5,875,371.00	5,875,370.50	.50

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of May 31, 2015

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
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00950 West Haymarket Revenue					
195021 JPA 2010B/C Debt Service					
15 Debt Service					
-----	-----	-----	-----	-----	-----
195021 JPA 2010B/C Debt Service	5,875,371.00		5,875,371.00	5,875,370.50	.50
195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	424.00	100.00
6235 Bd Trustee Pmt-Interest	4,591,688.00		4,591,688.00	4,591,681.83	6.17
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15 Debt Service	4,592,212.00		4,592,212.00	4,592,105.83	106.17
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195031 JPA 2011 Debt Service	4,592,212.00		4,592,212.00	4,592,105.83	106.17
195041 JPA 2013 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	524.00	
6234 Bd Trustee Pmt-Principal	540,000.00		540,000.00	540,000.00	
6235 Bd Trustee Pmt-Interest	1,136,075.00		1,136,075.00	1,136,075.02	.02-
-----	-----	-----	-----	-----	-----
15 Debt Service	1,676,599.00		1,676,599.00	1,676,599.02	.02-
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195041 JPA 2013 Debt Service	1,676,599.00		1,676,599.00	1,676,599.02	.02-
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00950 West Haymarket Revenue	25,629,552.00		25,629,552.00	24,148,486.19	1,481,065.81

RESOLUTION NO. WH- _____

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

3 That the attached Contract for Appraisal Services with Great Plains Appraisal Inc. to
4 perform an appraisal regarding the fair market value of the South 1/2 of Lot 3, Block 6, West
5 Haymarket Addition as specified in said contract, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract on behalf of the West Haymarket Joint Public Agency.

8 Adopted this _____ day of _____, 2015.

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

Carl Eskridge

CONTRACT FOR APPRAISAL SERVICES

This Agreement, entered into this 3rd day of June, 2015, by the **WEST HAYMARKET JOINT PUBLIC AGENCY**, acting by and through the City of Lincoln, Urban Development Department, Housing Rehab and Real Estate Division, 555 South 10th Street, Room 205, Lincoln, Nebraska 68508, (herein called "*JPA*") and **Great Plains Appraisal, Inc., c/o Tom Kubert, 115 Cherry Hill Boulevard, Lincoln, Nebraska 68510** herein called "*Appraiser*", agrees that:

In return for the lump sum fee of **THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, (\$3,800.00)**, as itemized in Appendix "B", it is agreed that the *Appraiser* will furnish to the *JPA* an appraisal in connection with the sale and disposition of property for purposes of **West Haymarket Redevelopment**, all in accordance with the City of Lincoln Appraisal Specifications, a copy of which is hereto attached and made a part of this contract.

The fee for supplemental or revised appraisals will be negotiated with the *Appraiser* when corrections to the original appraisal requires a review of and rewriting of the report as a result of changes in the taking caused by the *JPA*.

At the time of delivery of the project and all individual parcel appraisal reports, the billing statement for the appraisal will be submitted to the *JPA*. The lump sum fee will be paid within thirty (30) days after completion and delivery, providing the project report and appraisal reports are found to be acceptable and in accordance with the contract upon *JPA* review. In the event the project report or appraisal reports are found unacceptable by reason of non-compliance with the terms of this contract, or by reason of improper appraisal technique, the final payment shall be withheld until such appraisals have been revised or supplemented, without additional cost to the *JPA* and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Urban Development Director shall set forth the *JPA*'s final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the *JPA*, the *Appraiser's* services are unsatisfactory, or because of the *Appraiser's* failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the *Appraiser's* disability or death. In such an event, the work which has been completed when the notice of termination is given by the *JPA* becomes the property of the *JPA*, whose management shall arbitrate settlement for the completed work.

The *Appraiser*, as a condition of the above lump sum fee, agrees to attend necessary meetings and conferences with representatives of the *JPA* to discuss the various aspects and phases of the appraisal section. However, it is agreed that additional payment for preparation and appearance in court shall be paid at the hourly rate of **ONE HUNDRED FORTY AND NO/100 DOLLARS, (\$140.00)**, providing litigation occurs within one year after the date of initiation of negotiation for the tract involved. If more than one year, the above fees will be based on the prevailing rates.

All expenses incurred by the *Appraiser* are considered to be his liability and are not to become an expense to the *City* except as provided for in this Agreement. The *JPA* will pay for costs to obtain bids for damage estimates including loss of trees or landscaping, fencing, sprinklers, signs, monuments, etc.

The *Appraiser* agrees to furnish the completed appraisal assignments to the *JPA* on or before June 30, 2015. Plan revisions, and supplemental or revised appraisals caused by the *JPA*'s actions will be cause to change this to a later date by mutual written agreement between the parties to this contract.

The *Appraiser* warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the *Appraiser*, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the

Appraiser any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the JPA shall have the right to annul this contract without liability.

The *Appraiser* agrees that he will prepare his appraisal of the property involved independent of any other *Appraiser* employed by the *JPA* in the same work and that he will not furnish to any other person or persons, except on proper order of court, a copy of the appraisal or the information contained therein. This restriction, however, does not imply that the *Appraiser* may not use information obtained in the appraisal in the course of his usual profession as a real estate appraiser.

The appraisal reports to the *JPA* are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that the appraised value fixed by the *Appraiser* in his report may subsequently be affected by law, regulations, or economic conditions and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the appraisals and services contracted for are to be the personal services of the *Appraiser* as named. Subletting or transferring the appraisal work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The *Appraiser* agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Appendix "A" attached hereto and hereby made a part of this contract.

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the *Appraiser* agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. The *Appraisers* shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The *Appraiser* shall require any subcontractor to comply with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the *Appraiser* this 3rd day of June, 2015.

Great Plains Appraisal, Inc.

By: 
Title: President

EXECUTED by the *JPA* this _____ day of _____, 2015.

West Haymarket Joint Public
Agency (JPA)

By: _____
Title: Chairperson of the West Haymarket
Joint Public Agency Board of
Representatives

CITY OF LINCOLN GENERAL SPECIFICATIONS FOR CONTRACTS
OR AGREEMENTS FOR APPRAISAL SERVICESI. MATERIALS AND INFORMATION TO BE FURNISHED BY THE CITY

- A. Upon acceptance of a contract to perform appraisal services, the *City* will furnish the following materials and information as applicable:
1. Ownership information containing the following:
 - a. Legal description of property.
 - b. Date and type of instrument.
 - c. Consideration involved in the instrument.
 - d. Revenue stamps, if any.
 - e. Grantor and grantee's name.
 2. Plat or plans or both showing limits of each separate tract to be appraised outlined in color or legend, also showing sufficient topography to locate alignment. Stakes on the ground will be furnished when necessary.
 3. Limits and areas of right-of-way or easements to be taken.
 4. Individual Parcel Identification Number.
 5. Information regarding surveys will be furnished upon request.

II. SCOPE OF WORK TO BE DONE BY APPRAISER

- A. The following general information pertaining to contractual assignment will be furnished by the *Appraiser* to the *City*:
1. Three (3) copies of project reports, if applicable.
 2. Three (3) copies of each individual parcel appraisal report.
- B. The project report shall include the following information:
1. Title page.
 2. Table of contents.
 3. City data on urban projects, county or regional data on rural projects.
 4. Neighborhood data.
 5. Location map.
 6. Zoning map and ordinance, if applicable.
 7. Comparable sales map.
 8. Comparable rental map, if applicable.

9. Index of comparable sales and rentals.
 10. Comparables sales and rentals.
 11. References.
 12. Limiting conditions.
 13. Appraiser's qualifications.
- C. Formal, written valuation reports are required for each parcel of land to be acquired or damaged, unless donated. If applicable, these will be in the form of either a "Compensation Estimate", "Short Form" appraisal report, or a "Before and After" narrative appraisal report. Otherwise, see Appendix "B" for type of report.

1. Compensation Estimate

A "Compensation Estimate" can be used for uncomplicated acquisitions, where only the part taken need be valued. Total compensation, exclusive of fence relocation and/or construction based on the current Nebraska Department of Roads approved fencing schedule, must not exceed \$10,000. Damages must be nominal or simple "cost to cure" items supported by written contractors estimate. The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-2.

The Compensation Estimate is not considered an appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation and adopted by the Nebraska Real Estate Appraiser Board. This Compensation Estimate is prepared under a waiver of appraisal provision authorized by Federal Highway Administration guidelines, 49 CFR24, 102© (2). As such, the Jurisdictional Exception Rule of USPAP is invoked for Compensation Estimates.

A Compensation Estimate must contain the following elements.

- a. Project and parcel number.
- b. Owners name and property address, from the public records.
- c. Description, location and area of property to be acquired.
- d. Photos of part acquired.
- e. Determination of value and basis therefore.
- f. Statement of value of property being acquired broken down as to land and improvements.
- g. Data supporting land value and "cost of cure" items.
- h. Effective date of valuation, date of estimate, appraiser's signature and certification.

2. Short Form Appraisal

"Short Form" appraisals may be used for uncomplicated, whole or partial acquisitions where the highest and best use of the property is its present use and not changed by the acquisition and which are anticipated to exceed \$10,000 exclusive of fence relocation and/or fence reconstruction. Only one approach, usually the sales comparison method is applicable. Damages must be nominal or of the "cost to cure" type.

The "Short Form" Appraisal must contain the elements listed for a "Compensation Estimate" plus the following:

- a. Statement of assumptions and limiting conditions.
- b. Purpose of appraisal and property rights appraised.
- c. Five-year Sales History.
- d. Description of property including highest and best use, area, neighborhood, site and improvement data, photos of property affected, maps, plats and plans.
- e. Log of meetings with property owner and/or their designated representative.
- f. Indication of comparable sales and direct comparison to subject property and complete comparable sales analysis.
- g. Explanation of acquisition, damages, and benefits.

The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at www.dor.state.ne.us/roway/. Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-3.

3. Detailed (Before & After) Appraisal

Standard "Before and After" appraisals shall be used in those instances when the acquisition is of a complicated nature, or causes a diminution of value to the remainder.

A detailed (Before & After) Appraisal shall contain the following elements in a format similar to the following.

- a. Letter of Transmittal
- b. Salient Facts
 - (1) Project Number
 - (2) Tract Number
 - (3) Property Address
 - (4) Recorded Ownership
 - (5) Legal Description
 - (6) Tenant and Lease Data
 - (7) Highest and Best Use (Before & After)
 - (8) Zoning
 - (9) Tax and Assessment Data
 - (10) Sales History
 - (11) Purpose of Appraisal
 - (12) Function of Appraisal
- c. Log of meetings with property owner and/or their or her representative.
- d. Property Description
 - (1) Land (size, shape, topography, utilities, soil conditions, accessibility, etc.)
 - (2) Improvements (size, age, condition, number of rooms and all items necessary to properly describe).
- e. Land Valuation

- f. Value of Whole Property Before Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- g. Description and Effect of Taking
- h. Value of Part Taken
- i. Value of Remainder Before Taking
- j. Value of Remainder After Taking
 - (1) Cost Approach
 - (2) Sales Comparison Approach
 - (3) Income Capitalization Approach
 - (4) Correlation
- k. Damages
- l. Summary and Breakdown of Taking and Damages
- m. Leasehold Interests
- n. Addenda
 - (1) Property Plat
 - (2) Floor Plans
 - (3) Photos
 - (4) Sales and Rental Data (if not in Basic Data Report)
 - (5) Sales Map (if not in Basic Data Report)

The above is intended as a guide and all items may or may not be necessary in all situations. At other times, supplemental data or headings may be required.

- D. Change in Valuation Caused by the Public Improvement. Any decrease or increase in the fair market value, prior to the date of valuation and caused by the public improvement for which such property is being acquired or by the knowledge that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, shall be disregarded when estimating the value of the real property being appraised.
- E. Documentation.
 - 1. The "Before and After" method of valuation as interpreted by State law shall be used in partial acquisition except where it is obvious there is no damage to the residue land or improvements. These exceptions will be noted and identified in the contract at the time this contract is entered into.
 - 2. The appraisal shall include all applicable approaches to value both "Before and After" value estimate. If an approach is not considered applicable, the appraiser shall so state with a short explanation as to why. All pertinent calculations used in developing these approaches shall be shown.
 - a. Where the cost approach is utilized, the appraisal report shall contain the specific source of cost data and an explanation of each type of accrued depreciation. The basis for this depreciation estimate must be included as a part of the approach.

- b. In the market approach, the appraisal report must contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser shall include a statement setting forth his analysis and reasoning for each item of adjustment to compare sales. A dollar amount or percentage amount adjustment shall be made for each non-comparable element requiring adjustment.
 - c. Where the income approach is used, there shall be documentation to support the income, expenses, interest rate, remaining economic life, and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
 - d. Where two or more approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach along with a reasonable explanation for the final conclusion of value. This correlation shall be included for both before and after appraisals.
 3. Special benefits shall be offset against the value of the damages to the remainder in accordance with State law. The after value appraisal shall eliminate any consideration of damages that are not compensable or benefits not allowable under State law, even though they may, in fact, exist in the ultimate value of the remaining property in the market. In case of doubt, a State legal ruling should be secured.
 4. The appraisal of the after value shall be supported to the same extent as the appraisal of the before value. This support shall include one or more of the following:
 - a. Sales comparable to the remainder properties.
 - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
 - c. Development of the income approach on properties which show economic loss or gain as a result of similar acquisitions or takings for like usages.
 - d. Indications from severance damage studies as related to similar takings.
 - e. If the data described in (1) through (4) are not available, the appraisal shall so state and give the appraiser's reasoning for his value estimate.
 5. The difference between the before and after appraisal will represent the value of the property being acquired, including the damages and benefits to the remainder. The appraiser shall in the appraisal analyze and tabulate the difference showing a reasonable allocation to land, improvements, damages and benefits. The following general outline should be followed;
 - a. Value of Whole Property.
 - b. Value of Part Taken.
 - c. Value of Remainder as of Before Taking.
 - d. Value of Remainder as of After Taking.
 - e. Damages and/or Special Benefits.
{Difference between item c and d}.
 - f. Allocation of Taking and Damages and/or Special Benefits.
 6. All appraisals shall include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property.

7. Appraisal reports for whole takings shall contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings the sketch or plat shall also show the area to be acquired, relation of improvements to the taking area and area of each remainder.
 8. Each appraisal report shall contain or make reference (when separate project report is furnished) to the comparable sales which were used in arriving at the market value estimate. The comparable sale data shall contain the following information:
 - a. Date of sale.
 - b. Names of the parties to the transaction.
 - c. Consideration paid.
 - d. Financing and how it affected the sales price. If the *Appraiser* is unable to verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney, or escrow company or any person having knowledge of these factors, he shall so state giving the reason or reasons.
 - e. Conditions of the sale.
 - f. Personal verification of the sale, with whom and when.
 - g. Location.
 - h. Total area.
 - i. Type of improvements.
 - j. Highest and best use at time of sale.
 - k. Zoning at time of sale.
 - l. Identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.
 - m. Any other data pertinent to the analysis and evaluation of the sale.
 9. All property appraised and the comparables sales which were relied upon in arriving at the market value estimate shall be personally inspected in the field by the *Appraiser* and all dates of inspection shall be shown in either the project or individual parcel appraisal report, whichever is appropriate.
 10. Each appraisal report shall contain the date of the *Appraiser's* signature and the date of appraisalment.
 11. The property owner or his representative shall be given the opportunity to accompany the *Appraiser* during the *Appraiser's* inspection of the property and a report of such inspection shall be made a part of the appraisal report as per Section II, C, 3, c. of these specifications.
- F. In every case, unless specified otherwise, the purpose of the appraisal is to express and support the *Appraiser's* estimate of fair market value as determined through the use of the appraisal process, in addition, two important facts must be kept in mind.
1. City reviewers, and other City staff may review the valuation report.
 2. The appraisal report will also be used to properly inform the negotiator of all pertinent facts prior to negotiation with the property owner. Such items as comparable sales must be well selected, verified and accurately reported so that the negotiator may use them in his negotiations and even take the property owner to see them if it becomes necessary to do so.

- G. The *Appraiser* shall testify in court if required by the *City* and shall defend his appraisal in the court testimony if the date of taking is within a reasonable time after the date of appraisal.
- H. The *Appraiser* shall determine if the property is leased and value the lease to determine the lessor and lessee's interest, justify these interests if they exist, and compute the damages to these interests as part of the total damages.
- I. Any tenant-owned building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property and shall be appraised as such to determine its fair market value. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.
- J. In appraising income-producing property that contains personal property owned by the owner of the real estate, the income of the personal property will not be considered a part of the gross income of the real property. Therefore, the *Appraiser* is required to show a deduction from the gross income, the amount the personal property contributes to the gross income.
- K. The following is a list of non-compensable items which the *Appraiser* agrees to review and also the *Appraiser* agrees that damages will not be estimated based upon these non-compensable items as listed in the tracts appraised under this contract.
1. Loss of profits or business.
 2. An option does not constitute an interest in land requiring compensation where it has not been exercised.
 3. Circuity of travel by reason of the blocking of existing county roads is not compensable where it is a damage suffered in common with the public generally.
 4. The placing of medians in the center of a street or thoroughfare does not entitle the owner to damages inasmuch as this is in accordance with the police power even though right of way is acquired at the same time.
 5. In computing damages or assessing damages for property taken containing valuable deposits of minerals, sand, gravel, or other types of materials, the land must be valued considering the potentialities that it has and the minerals it contains as land and cannot be valued on a yards time price basis of the quantity of minerals contained.
 6. Damages arising by reason of the police power or exercise thereof are not compensable.
 7. Damages during the period of construction such as noise, dust, inability of customers to conveniently get to the owner's property, the closing of street and detour of traffic are not compensable.
 8. Damages by reason of the loss of anticipated profits that the owner claims he could have made had he been allowed to continue the use of his property are not compensable.
- L. When severance damages are estimated, the *Appraiser* will support the damage by use of comparable sales. If comparable sales are not available, other recognized methods may be used.
- M. The classification of equipment and fixtures as realty or personalty is necessary so that the appraiser can list and evaluate each piece of equipment. This is only required when the

building they are located in is being acquired as a result of the project. In other words, valuation of the equipment and fixtures, as personalty, is not required, if the Local Public Agency is not acquiring the building they are located in.

The Appraiser understands that the Local Public Agency may make two offers to the owner. One offer will include all realty, including the equipment and fixtures considered a part of the realty. The other offer will include all realty, including the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

Therefore, it is necessary that the Appraiser list and make a determination on each piece of equipment and fixture as to whether it is realty or personalty.

The valuation document must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value being placed on the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

- N. Estimates will be required in those instances where the "cost to cure" method is used in determining damages to the property remainder or when the appraiser decides to employ or obtain estimates of cost to be used as a part of the valuation document.
- O. When a sub-contractor is required to complete a Specialty Report; the appraiser shall furnish the sub-contractor's qualifications and experience, along with the bid amount to complete the Specialty Report to the Local Public Agency for approval.

The bid amount of the sub-contractor will be paid as a part of the original contract, if the Local Public Agency notifies the appraiser that a Specialty Report is required during the request for proposal process, or as a Supplement Contract, if the Local Public Agency and the appraiser determine it is necessary to obtain the services of sub-contractor after the contract for Appraisal Services has been executed.

The Specialty Report value will not arbitrarily be added to the valuation of the realty, but shall be considered to the extent of the contributory value in establishing the value of the whole property.

APPENDIX "A"
NONDISCRIMINATION CLAUSES

During the performance of this contract, the Reviewer, for itself, its assignees and successors in interest (hereinafter referred to as the "Reviewer"), agrees as follows:

Compliance with Regulations: The Reviewer will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Reviewer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Reviewer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Reviewer for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Reviewer of the Reviewer's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The Reviewer will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the JPA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Reviewer is in the exclusive possession of another who fails or refuses to furnish this information, the Reviewer shall so certify to the JPA as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Reviewer's noncompliance with the nondiscrimination provisions of this contract, the JPA shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to the Reviewer under the contract until the Reviewer complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Reviewer will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Reviewer will take such action with respect to any subcontract or procurement as the JPA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Reviewer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Reviewer may request the JPA to enter into such litigation to protect the interests of the JPA.

APPENDIX "B"

<u>Legal Description of Property to be Appraised</u>	<u>Fee</u>	<u>Type of Report</u>
South ½ of Lot 3, Block 6, West Haymarket Addition	\$3,800	Summary Appraisal Report

RESOLUTION NO. WH- _____

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

That the West Haymarket Joint Public Agency intends to enter into a Redevelopment Agreement upon acceptable terms and conditions between the JPA, City of Lincoln, and TDP Phase Three which will include (1) the sale of the South 1/2 of Lot 3, Block 6, West Haymarket Addition with prepaid parking rights in the JPA Green 2 Parking Garage for five years to TDP Phase Three LC for fair market value, and (2) the JPA's purchase of TIF Bond A to be issued by the City in the amount of \$5,000,000.

Adopted this ____ day of _____, 2015.

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

Carl Eskridge

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. 12 to the Agreement for Environmental Remediation
4 Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public
5 Agency to include project management under existing Task 1; preparing plans and specifications
6 for the cleanup of contamination at the Alter South Site under new Task 31; and conducting
7 remediation oversight and documentation of the Alter South cleanup under new Task 32, is
8 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
9 Representatives is hereby authorized to execute said Amendment No. 12 on behalf of the JPA.

10 The City Clerk is directed to return a fully executed original of Amendment No. 12 to
11 Alfred Benesch & Company, Attn: Chin Lim, 825 J Street, Lincoln, NE 68508.

12 Adopted this _____ day of June, 2015.

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

Tim Clare

Carl Eskridge

AMENDMENT NO. 12
to the AGREEMENT for
ENVIRONMENTAL REMEDIATION CONSULTING SERVICES
between ALFRED BENESCH & COMPANY
and the
WEST HAYMARKET JOINT PUBLIC AGENCY
WEST HAYMARKET ENVIRONMENTAL REMEDIATION PROJECT
Specification No. 10-083

This Contract Amendment is made by and between Alfred Benesch & Company (Consultant), and the West Haymarket Joint Public Agency, hereinafter called JPA, this _____ day of _____ 2015 and approved by Resolution No. _____.

WHEREAS, it is the mutual desire of the parties hereto to amend the Agreement to provide professional services associated with the West Haymarket Environmental Remediation Contract which was entered into with the City of Lincoln on July 15, 2010 by Executive Order No. 083296 to provide environmental remediation consulting services. Such agreement was approved by the JPA under Resolution *WH-JPA Resolution for Assignment and Assumption Agreements* on July 22, 2010.

The general description of work covered by this Amendment shall include project management under existing Task 1; preparing plans and specifications for the cleanup of contamination at the Alter South site under new Task 31; and conducting remediation oversight and documentation of the Alter South cleanup under new Task 32.

A detailed breakdown of the scope and fee for this amendment is included in the attached "**Amendment No. 12 to Scope of Services.**"

The total estimated fee for completion of the work associated with this Amendment is **\$134,621.00**, which increases the total not-to-exceed contract amount from **\$2,462,221.17** to **\$2,596,842.17**.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described in the attached "**Amendment No. 12 to Scope of Services.**"

This AMENDMENT shall be deemed a part of, and shall be subject to all terms and conditions of the existing Agreement. Except as modified above, the existing Agreement shall remain in full force and effect.

West Haymarket Joint Public Agency

By: _____

Title: Chairperson of the West Haymarket
Joint Public Agency Board of Representatives

Environmental Consultant – Alfred Benesch & Company

By: 

Title: Jr. Vice President

Attachment:

Amendment no. 12 to Scope of Services

Amendment No. 12 to Scope of Services

Qualified Environmental Consultants

Haymarket Environmental Remediation Services - Specification no. 10-083

On July 15, 2010, Alfred Benesch & Company (Consultant) entered into an agreement with the City of Lincoln under EO 083296 to provide environmental remediation consulting services. The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 12 provides for scope and fee for supplemental ongoing project management under existing Task 1; preparing plans and specifications for the cleanup of contamination at the Alter South site under new Task 31; and conducting remediation oversight and documentation of the Alter South cleanup under new Task 32.

Task 1 – Project Management

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$420,582.00

Supplemental Request: Supplemental project management time is required to manage/coordinate/oversight of the remediation activities at the JayLynn Property and the Alter South Parcels; attend monthly meetings with the Nebraska Department of Environmental Quality; prepare monthly invoices and progress reports; and provide technical support to the cleanup processes. This supplemental request covers activities through the remaining of calendar year 2015.

Additional fees of **\$22,910.00** are requested to complete this supplemental work as detailed below bringing the total authorization of Task 1 to **\$443,492.00**.

ITEM/DESCRIPTION	RATE	Task 1	
		Project Management	
LABOR		HRS	\$\$
Project Manager	\$ 140.00	80	\$11,200
Senior Environmental Scientist	\$ 132.00	80	\$10,560
WP Support	\$ 50.00	20	\$1,000
TOTAL LABOR (HRS/\$)		160	\$22,760
EXPENSES		UNITS	\$\$
Mileage	\$ 0.75	200	\$150
TOTAL EXPENSES			\$150
TOTAL TASK/ACTIVITY			\$22,910

Task 31 – Alter South Soil Removal Plans and Specifications

Olsson Associates (OA) has completed investigations on the Alter South Parcels and submitted the findings of the investigations and a Remedial Action Plan (RAP) to the NDEQ. The RAP called for the removal of the existing surficial soil (0-3') and backfill with a minimum of three feet of clean borrowed material across the site in general. The RAP also called out additional remediation at specific locations to remediate lead, SVOCs, and PCB contamination. Detailed drawings and special provisions will be prepared for the construction work required to complete the remediation. A work plan and a quality assurance project plan (QAPP) will also be prepared under this task to perform additional characterization of the railroad ballast and ballast fines to determine if the ballast could be reused.

The total projected fees for this task are estimated at **\$60,711.00** as detailed below:

ITEM/DESCRIPTION	RATE	Task 31	
		Alter South Soil Removal Plans & Specifications	
LABOR		HRS	\$\$
Project Manager	\$ 140.00	40	\$5,600
Senior Environmental Scientist	\$ 132.00	24	\$3,168
Senior Project Engineer	\$ 125.00	235	\$29,375
Environmental Scientist	\$ 96.00	33	\$3,168
Staff Engineer	\$ 80.00	20	\$1,600
Geochemist/Data Specialist	\$ 132.00	12	\$1,584
Senior Technician	\$ 87.00	8	\$696
Drafting	\$ 80.00	144	\$11,520
WP Support	\$ 50.00	10	\$500
TOTAL LABOR (HRS/\$)		526	\$57,211
EXPENSES		UNITS	\$\$
Excavation Subcontractor	\$ 1,500.00	1	\$1,500
Lab Expenses	\$ 2,000.00	1	\$2,000
TOTAL EXPENSES			\$3,500
TOTAL TASK/ACTIVITY			\$60,711

Task 32 – Alter South Remediation Oversight & Documentation

Alfred Benesch & Company (Benesch) and Olsson Associates (OA) will provide construction observation to document the remediation activities conducted at the Alter South Parcels and to ensure the remedial actions identified in the RAP are being completed as specified.

Confirmation samples will be collected and analyzed to verify the completion of the remediation activities. After the completion of the site remediation, a Remedial Action Completion Report will be prepared.

The total projected fees for this task are estimated at **\$51,000.00** as detailed below:

ITEM/DESCRIPTION	RATE	Task 32	
		Alter South Remediation Oversight & Documentation	
LABOR		HRS	\$\$
Project Manager	\$ 140.00	40	\$5,600
Senior Environmental Scientist	\$ 132.00	76	\$10,032
Environmental Scientist	\$ 96.00	96	\$9,216
Senior Technician	\$ 87.00	96	\$8,352
Surveyor	\$ 90.00	40	\$3,600
Drafting	\$ 80.00	40	\$3,200
WP Support	\$ 50.00	20	\$1,000
TOTAL LABOR (HRS/\$)		308	\$41,000
EXPENSES		UNITS	\$\$
Lab Expenses	\$10,000.00	1	\$10,000
TOTAL EXPENSES			\$10,000
TOTAL TASK/ACTIVITY			\$51,000

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:
3 That the attached June 25, 2015 Proposed Program Budget - Phase I and the June 25,
4 2015 Proposed Program Budget - Phase II are hereby adopted as the West Haymarket Joint
5 Public Agency Ongoing Program Budget - Phase I and Ongoing Program Budget - Phase II.
6 Adopted this _____ day of _____, 2015.

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

Carl Eskridge

**West Haymarket Joint Public Agency
Proposed Program Budget - Phase I
June 25, 2015**

Description	Approved Job Cost Report Budget 9/23/14	Proposed Changes 6/25/2015	Proposed Revised Phase 1 Budget	
TOTAL PROGRAM SUMMARY				
Infrastructure				
70090	General Coordination	\$6,657,637.08	\$358,981.69	\$7,016,618.77
70092	Parking	\$29,458,343.88	(\$192,925.25)	\$29,265,418.63
70093	Roads	\$25,196,898.88	\$195,544.44	\$25,392,443.32
70094	Pedestrian Ways	\$1,356,269.05	\$75,000.00	\$1,431,269.05
70095	Utilities	\$1,998,940.27	\$0.00	\$1,998,940.27
70096	Environmental	\$7,213,049.30	\$0.00	\$7,213,049.30
70097	Dirt Moving	\$6,087,616.60	\$0.00	\$6,087,616.60
70098	TIF Improvements	\$0.00	\$0.00	\$0.00
70100	Other Costs (ITS / Civic Art / Breslow Ice Center)	\$4,663,476.45	(\$22,526.96)	\$4,640,949.49
Total Infrastructure		\$82,632,231.51	\$414,073.92	\$83,046,305.43
Arena				
70091	Arena / Garage Construction	\$186,528,441.00	\$0.00	\$186,528,441.00
Total Arena / Arena Garage		\$186,528,441.00	\$0.00	\$186,528,441.00
Site Purchase / Bond Related Costs				
70099	Site Purchase	\$62,256,381.77	(\$25,125.16)	\$62,231,256.61
70105	Bond Related Costs	\$4,666,682.85	(\$10,000.00)	\$4,656,682.85
Total Site Purchase Bond Related Costs		\$66,923,064.62	(\$35,125.16)	\$66,887,939.46
Total Project Costs		\$336,083,737.13	\$378,948.76	\$336,462,685.89
Contingency				
	Contingency	\$10,348,557.37	\$2,675.78	\$10,351,233.15
Total Contingencies		\$10,348,557.37	\$2,675.78	\$10,351,233.15
Total Project Budget with Contingencies		\$346,432,294.50	\$381,624.54	\$346,813,919.04
Other Funding Sources				
	Convention and Visitors Bureau	\$1,500,000.00	(\$375,000.00)	\$1,125,000.00
	Brownfield Grant Reimbursement	\$225,000.00	(\$6,624.54)	\$218,375.46
	Other Funding Sources Moved to Contingency	\$0.00	\$0.00	\$0.00
		\$1,725,000.00	(\$381,624.54)	\$1,343,375.46
Total Project Budget with Other Funding Sources		\$348,157,294.50	\$0.00	\$348,157,294.50

**West Haymarket Joint Public Agency
Proposed Program Budget - Phase II
June 25, 2015**

Code	Description	Adopted Budget 9/23/14	Proposed Changes to Budget	Proposed Revised Phase II Budget 06/25/15
Total Phase II Budget				
Design and Construction				
70090	General Coordination	\$360,000.00	\$0.00	\$360,000.00
70092 /				
70093	Parking / Roads / Streetscape P2	\$27,877,765.08	\$46,921.94	\$27,924,687.02
70105	Bond Related Costs	\$422,597.19	(\$10,614.88)	\$411,982.31
Total Design and Construction		\$28,660,362.27	\$36,307.06	\$28,696,669.33
Owner Contingency				
	Owner Contingency	\$421,984.92	(\$36,307.06)	\$385,677.86
Total Owner Contingency		\$421,984.92	(\$36,307.06)	\$385,677.86
Total Phase II Budget		\$29,082,347.19	\$0.00	\$29,082,347.19

RESOLUTION NO. WH- _____

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

That the attached Independent Consultant Contractor Agreement between the West Haymarket Joint Public Agency and Venue Solutions Group to conduct a Financial Performance Review and Operational Review of the Pinnacle Bank Arena, upon the terms and conditions set out in said Agreement, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement.

The City Clerk is directed to return a fully executed original of the Agreement to Venue Solutions Group, Russ Simons, Managing Partner, 7105 Peach Court, Suite108, Brentwood TN 37027.

Adopted this _____ day of June, 2015.

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

Tim Clare

Carl Eskridge

INDEPENDENT CONSULTANT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONSULTANT CONTRACTOR AGREEMENT ("Agreement") is entered into this 15th day of June 2015, by and between the West Haymarket Joint Public Agency, hereinafter referred to as "JPA" and Venue Solutions Group, hereinafter referred to as "Consultant."

RECITALS

A.

The JPA proposes to engage Consultant in accordance with the terms and conditions set forth in the Consultant's Proposal dated June 2, 2015 to conduct a Financial Performance Review and Operational Review of the Pinnacle Bank Arena (the "Work") with the following modifications:

1. Attachment B (Compensation for Services) is hereby deleted in its entirety.
2. Paragraphs 2, 7, 9, 11, and 13 of Attachment C (General Conditions to Agreement) are hereby deleted in their entirety.

B.

Consultant possesses certain skills, experience, education, and competency to perform the Work on behalf of the JPA, and the JPA desires to engage Consultant for such Consultant Services on the terms herein provided.

C.

Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with the proposed Consultant Services submitted with this Agreement.

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

I.

ADMINISTRATOR OF AGREEMENT

Steve Hubka, Interim Director, of the of City of Lincoln, Nebraska, Finance Department and Treasurer of the JPA, shall be the JPA's representative for the purposes of administering

this Agreement and shall have authority on behalf of the JPA to give approvals under this Agreement.

II.

SCOPE OF SERVICES

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the Work as more specifically set forth in Attachment A (“Scope of Services”). In the event there is a conflict between the terms of Attachment A and any remaining paragraphs in Attachment C and this Agreement, the terms of this Agreement shall control.

III.

TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event later than September 30, 2015.

IV.

COMPENSATION

The JPA agrees to pay Consultant for all the Work a total fee not to exceed \$55,000.00. Compensation shall be payable on a per-phase basis upon receipt of supporting documentation acceptable to the JPA for the work completed. Progress invoices will identify what percentage of the total project has been completed and the corresponding fee and will be submitted as follows:

- | | | |
|----|-----------------------------|-----|
| 1. | Completion of On-site Visit | 25% |
| 2. | Submission of Draft Report | 50% |
| 3. | Submission of Final Report | 25% |

There are no reimbursable expenses or third party reimbursable expenses approved under this Agreement. The fee includes all expenses which would otherwise be classified as reimbursable expenses. All approved payments will be made to the Consultant.

Failure of the JPA to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

V.

SERVICES TO BE CONFIDENTIAL

All Work, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the JPA, without the prior written approval of the JPA or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.

VI.

NON-RAIDING CLAUSE

Consultant shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Agreement without the written consent of the JPA.

VII.

TERMINATION OF AGREEMENT

A. This Agreement may be terminated by the Consultant if the JPA fails to adequately perform any material obligation required by this Agreement ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Consultant specifying the nature of the Default.

B. Either party may terminate this Agreement, in whole or part, for any reason for the terminating party's own convenience upon at least seven (7) days written notice to the other party.

If the Agreement is terminated by either the JPA or Consultant as provided in A or B above, Consultant shall immediately terminate any ongoing Work it is to provide hereunder, and Consultant shall be paid for all Work performed, not to exceed the above-mentioned Agreement phase amounts, up until the date of termination.

Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination.

VIII.

ADDITIONAL SERVICES

The JPA may from time to time, require additional Work from the Consultant that are not specified in Attachment "A". Such additional Work, including the amount of compensation for such additional Work, which are mutually agreed upon by and between the JPA and Consultant shall be effective when incorporated in written amendments to this Agreement.

IX.

FAIR EMPLOYMENT

In connection with the performance of work under this Agreement, Consultant agrees that he shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and *Neb. Rev. Stat. § 48-1122*, as amended.

X.

FAIR LABOR STANDARDS

The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.

XI.

ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Consultant from JPA under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

XII.

INTEREST OF CONSULTANT

Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.

XIII.

**OWNERSHIP, PUBLICATION, REPRODUCTION
AND USE OF MATERIAL**

Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any photographs, reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of JPA.

JPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the JPA deems appropriate. The JPA shall also retain all such rights for any derivative works based on such works or materials.

XIV.

COPYRIGHTS, ROYALTIES & PATENTS

Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any

patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.

XV.

COPYRIGHT; CONSULTANT'S WARRANTY

A. Consultant represents that all materials, processes, or other protected rights to be used in the Work have been duly licensed or authorized by the appropriate parties for such use.

B. Consultant agrees to furnish the JPA upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the JPA may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

XVI.

INDEMNIFICATION

Consultant shall indemnify and hold harmless JPA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, but only to the extent caused by any negligent act, error, or omission of Consultant, or anyone for whose acts any of the them may be liable. This section will not require Consultant to indemnify or hold harmless the JPA for any losses, claims, damages, and expenses to the extent caused by any negligent act, error, or omission of the JPA. The JPA does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. The provisions of this section survive any termination of this Agreement.

**XVII.
INSURANCE**

1. Workers' Compensation; Employer's Liability. Such insurance coverage as will fully protect both Consultant and JPA from any and all claims under any Worker's Compensation Act or Employer's Liability Law. Consultant shall exonerate, indemnify and hold harmless JPA from and against, and shall assume full responsibility for payment of all federal, state, and local taxes and contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Consultant or any such employees of Consultant as may be engaged in the performance of this Agreement. The minimum acceptable limits of liability to be provided by such Workers' Compensation policy shall be as follows:

Coverage	Listing	Min. Amt	Notes
Worker's Comp.	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

2. Automobile Liability Insurance. For all of the Consultant's automobiles, including owned, hired and non-owned automobiles, Consultant shall keep in full force and effect such Automobile Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for it in an capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- I. Bodily Injury Limit \$500,000 Each Person/\$1,000,000 Each Occurrence
- II. Property Damage Limit \$500,000 Each Occurrence
- III. Combined Single Limit \$1,000,000 Each Occurrence

3. General Liability Insurance. General Liability Insurance, naming and protecting Consultant and the JPA, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Consultant and Consultant's employees, students, or those directly or indirectly employed by Consultant. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- i. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- ii. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
- iii. Personal Injury Damage - \$1,000,000 each Occurrence; and
- iv. Contractual Liability - \$1,000,000 each Occurrence; and
- v. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
- vi. Medical Expenses (any one person) - \$10,000.

If the Consultant does not possess General Liability Insurance in the amounts as provided in this Agreement, the Consultant may use Excess or Umbrella Insurance to supplement the General Liability Insurance to reach the minimum acceptable limits of liability as provided in this Agreement.

B. Minimum Scope of Insurance. All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VIII unless specific approval has been granted by the JPA.

C. Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the JPA at the time the evidence of insurance is provided.

D. Certificate of Insurance. All Certificates of Insurance shall be filed with the JPA on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of

insurance coverage required by the preceding sections, and showing the JPA is an additional insured for General Liability Insurance and Excess or Umbrella Insurance if used to supplement the General Liability Insurance. The Consultant may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The JPA shall be treated as an additional insured as if the Consultant possessed General Liability Insurance. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the JPA thirty days' notice of reduction in amount, increase in deductibles, cancellation, or non-renewal of insurance coverage.

XVIII.

NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

WEST HAYMARKET JOINT PUBLIC AGENCY:

City Attorney
City of Lincoln
555 S. 10th Street, Suite 300
Lincoln NE 68508

CONSULTANT:

Venue Solutions Group
Mike Wooley, Partner
7105 Peach Court, Suite 108
Brentwood TN 37027

XIX.

INDEPENDENT CONTRACTOR

Consultant has the sole and exclusive charge and control of the manner and means of performance of the Work under this Agreement. Consultant shall use Consultant's best efforts to promptly and competently perform the Work, follow all applicable federal, state and local laws, regulations and guidelines in the performance of the Work, and provide such tools, equipment, and materials that Consultant deems necessary to perform the Work. It is expressly agreed that Consultant shall not be considered an employee or agent of JPA for any purpose whatsoever but shall be an independent contractor for all purposes and in all situations. Consultant shall reserve full control of its activities and shall retain the sole right to exercise independent judgment as to the time, place and manner of performing its activities

hereunder. As an independent contractor, Consultant shall be responsible for all required reporting of income and payment of taxes required by any federal, state or local statutes including, but not limited to, self-employment taxes and payments required under the Federal Insurance Contributions Act, income tax withholding and period payment of estimated taxes, any payments required under the Federal Unemployment Tax Act, any applicable state and local sales, use or income taxes, as well as the procurement and payment of any and all insurance, including, but not limited to, general liability, workers' compensation and unemployment insurance. It is expressly understood and agreed that Consultant is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

XX.

NEBRASKA LAW

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

XXI.

INTEGRATION

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

XXII.

AMENDMENT

This Agreement may be amended or modified only in writing signed by both the JPA and Consultant.

XXIII.

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXIV.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XXV.

AUDIT AND REVIEW

The Consultant shall be subject to audit and shall make available to a contract auditor copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XXVI.

FEDERAL IMMIGRATION VERIFICATION

Consultant agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Agreement.

XXVIII.

REPRESENTATIONS

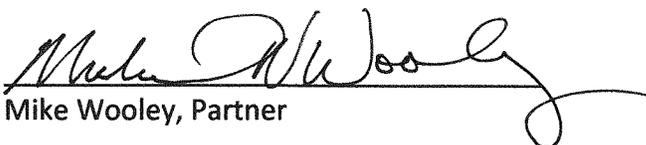
Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Consultant and the JPA do hereby execute this Agreement as of the Execution Date set forth above.

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
Chair

VENUE SOLUTIONS GROUP, LLC.

By: 
Mike Wooley, Partner

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR INDIVIDUAL CONSULTANT**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

- I am a citizen of the United States.
- OR
- I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

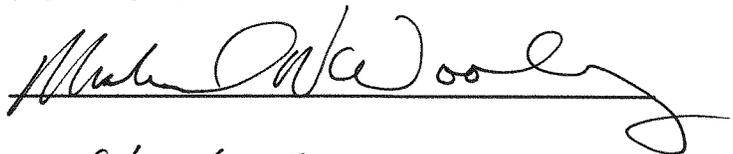
_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME:

MICHAEL N. WOOLEY
(First, Middle, Last)

SIGNATURE:



DATE: 6/15/15



Creating the Science of Facility Management

Facility Operations, Evaluation & Analysis

June 2, 2015

West Haymarket Joint Public Agency
C/o Paula Portz
PC Sports
728 Q Street, Suite A
Lincoln, NE 68508

RE: Financial and operational review of the Pinnacle Bank Arena - Lincoln, NE

Dear Paula:

Thank you for the opportunity to provide our services to the West Haymarket Joint Public Agency. This letter and all attachments hereto shall constitute the entire agreement ("Agreement") between Venue Solutions Group, LLC (the "Consultant") and the West Haymarket Joint Public Agency (the "Owner"), for providing a financial and operational review of the Pinnacle Bank Arena ("Project").

The specific description and schedule of services to be provided by the Consultant to the Owner are defined in Attachment A, "Scope of Services."

The terms of compensation and travel reimbursements, which the Consultant will receive, for rendering services to the Owner are defined in Attachment B, "Compensation for Services."

The general terms and conditions of this Agreement are defined in Attachment C, "General Conditions to Agreement."

If you are in agreement with these terms and conditions, please sign below and initial each of Attachment A, Attachment B and Attachment C. Upon my receipt of one signed and initialed copy of this Agreement, we will begin work on the Project. The terms and conditions of this Agreement will be applicable for forty-five (45) days from the date of this letter after which, if Owner has not accepted these terms, the Consultant reserves the right to revise and/or renegotiate the terms and conditions with the Owner.

Ms. Portz
June 2, 2015
Page 2

We appreciate your consideration and look forward to working with you on this project.
Please call if you have any questions.

Sincerely,



Russ Simons
Managing Partner

ACCEPTED BY CONSULTANT:

Title

Date

ACCEPTED BY OWNER:

Title

Date

ATTACHMENT A
"Scope of Services"
Venue Solutions Group

Task 1: Financial Performance Review:

We will compare the operations of the Pinnacle Bank Arena with up to four (4) other similar facilities throughout the U.S. Facilities will be selected based on a combination of physical, operational and market characteristics including those that have leases with universities. The comparison of operations will include an extensive evaluation of the operating characteristics of each facility. Particular attention and detailed will be paid to ensure that comparisons are made on an apples-to-apples basis given the inherent difference among facilities in terms of accounting practices, operating structures, lease terms and other factors. VSG will review operating agreements between the owner and university to fully understand the allocation of naming rights, premium seating, sponsorship and concession revenues.

Further, in-depth discussions will be held with each comparable facility manager to fully understand and provide explanations for areas of significant variances.

The comparisons of operations will include, but will not necessarily be limited to an analysis of the following key operating benchmarks:

- Events
- Attendance
- Revenues
 - Ticket sales
 - Rent
 - Premium seating
 - Advertising / sponsorships
 - Food & beverage
 - Parking
 - Merchandise
 - Ticketing fees
 - Other
- Expenses
 - Salaries & wages (staffing)
 - General and administrative
 - Utilities
 - Materials & supplies
 - Repairs & maintenance

- Insurance
- Event day costs
- Other

- Operating margins
- Per capita spending
- Event profitability
- Management agreement terms /fees
- Other pertinent data

Our project team has extensive experience in collecting and disseminating the aforementioned information so that direct comparisons can be made among facilities on an apples-to-apples basis. It is imperative that the team selected for this analysis has experience in disseminating this type of information so that accurate comparisons can be made.

Further, it is imperative that the team selected for this analysis has extensive contacts with arena facility management to facilitate receipt of confidential information from comparable facilities.

Task 2: Operational Review:

VSG will perform an operational review of the Pinnacle Bank Arena that includes the following:

1. Review overall condition of the arena to include cleanliness and general wear and tear.
2. Review the overall organization of operations and engineering spaces.
3. Review operations and engineering budgets.
4. Assess the current level of documentation for operating policies and procedures.
5. Assess processes for managing contracted services.
6. Assess the current list of capital improvements and long-term facility planning information.
7. Review application of preventive maintenance program (CMMS).
8. Review current security protocols to include 24-hour security, life safety and emergency plans.
9. Review current full-time staffing levels for operations and engineering to determine if arena is appropriately staffed based on comparable facilities.
10. Assess current technology for controlling and scheduling arena major systems (HVAC, Lighting, Energy management, etc.).

Methodology:

Upon receipt of Notice to Proceed, VSG will work with the designated facility representative to coordinate timing and schedule. We will submit a request for information to be provided by the client, such as budgets, lease and rental agreements, sponsorship agreements, tenant agreements, utility data, booking agreements, event data, management contracts, event profit/loss statements, ticketing contracts, food & beverage contracts and subcontracted event staffing agreements for ushering, ticket taking and cleaning.

The review team will require access to and time with facility management, operations, engineering, technical staff and records.

At the conclusion of the on-site assessment and observations the individual team members will compile their reports and present their information for review and incorporation into the assessment "Draft" document.

Deliverables:

Within forty-five (45) days of our on-site review we will provide a bound and electronic version of the report of our findings with photographic reference and recommendations. After receiving feedback and comments from the client, we will turn around a final version within one (1) week. In addition, we will prioritize our recommendations based on immediate need, opportunity and our understanding of "Best Practices" in arena operations.

ATTACHMENT B

"Compensation for Services"
Venue Solutions Group

The Fee for the Scope of work as described is \$50,000.00, plus agreed upon reasonable reimbursable expenses¹.

Progress invoices will identify what percentage of the total project has been completed and the corresponding fee and will be submitted as follows:

- | | |
|--------------------------------|-----|
| 1. Completion of On-site Visit | 25% |
| 2. Submission of Draft Report | 50% |
| 3. Submission of Final Report | 25% |

¹Reimbursable third party expenses include transportation: lodging, ground transportation, parking and meals in connection with travel, including related travel agency fees; postage and delivery charges; reproduction costs; photographic production techniques.

Venue Solutions Group will make good faith efforts to honor requests by Client to utilize relationships that result in lower travel expenses, such as special hotel rates, etc.

ATTACHMENT C

“General Conditions to Agreement” **Venue Solutions Group**

- 1. PAYMENTS** are payable to the Consultant within thirty (30) days from the date of invoice. Invoices are sent out every month and the Owner will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, the invoice will be deemed accurate. An interest charge of the greater of (a) 2% per annum over the prevailing U.S. prime rate as published in *The Wall Street Journal*, or (b) the maximum interest rate permitted under the laws of the state where the project is located, shall accrue and be payable on any unpaid balance not received thirty (30) days following receipt of an invoice. Invoices will be deemed received (i) on the date of the invoice if sent by electronic mail, (ii) on the date of delivery by courier or overnight delivery such as FedEx, or (iii) three (3) days after the date of invoice if sent by U.S. mail.
- 2. REIMBURSABLE EXPENSES.** Unless noted otherwise in Attachment B, reimbursable expenses will include the following: transportation (including automobile), lodging, and meals in connection with travel, including related travel agency fees; long distance telephone calls, courier services and facsimile communications, postage and delivery charges; reproduction costs; photographic production techniques; All payments to be made by the Owner under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at 1.10 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the Internal Revenue Service.
- 3. NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.
- 4. LEGAL COSTS.** The Owner shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- 5. OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project which the Consultant may request. If the Owner becomes aware of any fault or defect in the Project or the Consultant's services, Owner shall promptly notify the Consultant. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.
- 6. SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Owner to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.

7. PHOTOGRAPHY. Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise Owner's business interests. The costs incurred for photography commissioned by the Consultant shall be paid by Consultant unless the Owner requests copies for its own use, in which event Owner shall pay a mutually agreed upon portion of the photography and processing costs. Owner hereby grants Consultant the unlimited rights to publish photographs of the Project as described above.

8. ADA. With respect to the Americans with Disabilities Act ("ADA"), Owner acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. Consultant will use its reasonable professional efforts to interpret applicable ADA requirements and to advise Owner in this regard. However, Consultant cannot warrant or represent that services provided under this Agreement will result in full project compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if Owner requires that any aspect of the Project deviate from Consultant's reasonable judgment and understanding of the provisions of the ADA, Owner shall defend, indemnify and hold Consultant harmless from any claim based upon such deviation.

9. INSURANCE. The Owner will obtain and maintain insurance for protection from claims under Worker's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following maximum amounts of insurance during the term of this Agreement: Worker's Compensation, Statutory; Employer's Liability, \$100,000; Commercial General Liability (CSL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability, \$1,000,000; Umbrella Liability, \$2,000,000.

10. SUSPENSION OF WORK. If any invoice is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the Owner.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated by the Consultant upon seven (7) days written notice if the Owner fails substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Owner upon seven (7) days written notice to the Consultant if the Consultant fails substantially to perform in accordance with its terms through no fault of the Owner. In the event of termination, the Consultant shall be compensated for all services performed to the termination date, together with all Reimbursable Expenses.

12. DISPUTE RESOLUTION/ARBITRATION. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach

thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. No demand for arbitration can be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Consultant, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

13. INDEMNIFICATION. The Owner agrees to indemnify and hold harmless Consultant, its members, managers, agents, employees and independent contractors (the "Indemnified Persons") from and against any losses, claims, damages or liabilities relating to or arising out of Consultant's engagement hereunder, except for any liability resulting from the willful misconduct or gross negligence of an Indemnified Person, as determined by final judgment of a court of competent jurisdiction. The Owner agrees that it will reimburse any Indemnified Person for all expenses (including reasonable attorneys' fees) as they are incurred in connection with investigating, preparing or defending any action or claim, whether or not the Indemnified Person is named as a party to an action, proceeding or investigation. The provisions of this section shall be in addition to any rights that an Indemnified Person may have at common law or otherwise, and this paragraph shall survive termination of this Agreement, including by completion of the Project.

14. INDEPENDENT CONTRACTORS. Each party to this Agreement is an independent contractor and this Agreement shall not be construed as creating a joint venture, partnership, agency or employment relationship between the parties hereto nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

15. MISCELLANEOUS. Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement, including the letter and all attachments, constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties. This Agreement shall be governed by the laws of the State where the Consultant is performing the work for this contract.