

REVISED

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, SEPTEMBER 16, 2011 AT 3:30 P.M.

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

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

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 September 1, 2011 (Vice-Chair Clare)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
4. New Business: Election of a Chairperson of the West Haymarket Joint Public Agency to fill the vacancy created by the resignation of Chairperson Jayne Snyder. (Rod Confer)
5. West Haymarket Progress Report (Paula Yancey)
 - Public Comment
6. Approval of Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
7. Review of the August 2011 Expenditure Reports (Steve Hubka)
 - Public Comment
8. Bill No. WH 11-71S Substitute Resolution to approve Substitute Amendment No. 2 to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson Company amending the Property Insurance Provision in the General Conditions to clarify that the JPA is not procuring additional terrorism coverage for certified acts of terrorism and allow the JPA to procure terrorism coverage with a sub-limit of \$5 Million and flood coverage with a sub-limit of \$25 Million in lieu of the total value of the entire Project. (Paula Yancey/Dan Marvin)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

9. Bill No. WH 11-73 Resolution approving the Annual Financial Interlocal Agreement between the West Haymarket Joint Public Agency (“JPA”) and the City of Lincoln Lancaster County Railroad Transportation Safety District (“District”) providing for the District to aid the JPA in funding the cost of removal of existing railroad tracks, related restoration activities and related Project Improvements in the West Haymarket Redevelopment Area up to a total of \$300,000. (Roger Figard)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

10. Bill No. WH 11-74 Resolution approving the grant of two utility easements to the Lincoln Electric System, Windstream Nebraska Inc., Time Warner Entertainment – Advance/Newhouse Partnership. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

11. Bill No. WH 11-75 Resolution approving Amendment No. 3 to the Agreement for Environmental Remediation Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public Agency to include additional services set out in Task 7 and Task 8 for an additional total amount of \$87,150.00. (Miki Esposito)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

12. Bill No. WH 11-76 Resolution approving Amendment No. 1 to the Consultant Agreement between P.C. Sports and the West Haymarket Joint Public Agency to amend the Scope of Services to provide professional services to add peer review of the DEC Haymarket Central Energy Plant Mechanical and Electrical Design for a fee of \$11,400 plus reimbursable expenses. (Dan Marvin)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

13. Set Next Meeting Date: Friday September 30, 2011 (City Council Chambers Room 112)

14. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
September 1, 2011

Meeting Began At: 3:30 P.M.

Meeting Ended At: 5:01 P.M.

Members Present: Tim Clare, Jayne Snyder, Chris Beutler

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

Chair Snyder opened the meeting with introductions of the Board members. She advised that the open meetings law is in effect and is posted in the back of the room.

Item 2 – Public Comment and Time Limit Notification

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

Item 3 – Approval of the minutes from the JPA meeting held July 29, 2011

Snyder asked for any corrections or changes to the minutes from July 29, 2011. Hearing none, Clare motioned for approval of the minutes. Beutler seconded the motion. Motion carried 3-0.

Item 4 – Approval of Payment Registers

Steve Hubka, Interim Finance Director, came forward and explained that the payment registers contain routine expenditures within the budgeted projects. A fair amount of cash is being spent each month as progress is made on preparation of the site.

Clare inquired if Hubka is making sure the required signatures are obtained and the requests for funds are filled out appropriately so that the JPA is in good shape from a financial audit standpoint. Hubka answered that the Controller for the JPA, Mark Leikam, reviews those items in addition to the approval process that goes through Public Works and PC Sports.

Snyder asked for any comments from the public. Jane Kinsey came forward and stated that due to the problems with the construction of the Antelope Valley project, the public is concerned that there may be similar problems due to some of the same contractors are being used. She asked what backup is in place to make sure that won't be the case. Paula Yancey with PC Sports indicated that there is a Request for Proposals out for the above ground inspections on the arena which include testing, construction services and special inspections on welds and concrete. The team will review the proposals and make a selection based upon qualifications and pricing. On the other projects there is an inspector on site daily with the team providing oversight to ensure

records are provided and reviewed. They are also putting quality control methods into place so that the project is successful and built per the engineer's design.

With no further public comment, Beutler made a motion to approve the July payment registers. Clare seconded the motion. Motion carried 3-0.

Item 5 – Review of the July 2011 Expenditure Reports

Steve Hubka stated that there are two reports before the Board, one contains the capital project expenditures and the other contains the operating budget expenditures. They reflect the same items that are shown in the payment registers discussed earlier. Later in the meeting there will be a public hearing on the 2011-2012 proposed operating budget.

Snyder asked for any comments from the public. Hearing none, Clare made a motion to approve the expenditure reports. Beutler seconded the motion. Motion carried 3-0.

Item 6 – Report on the Recent \$100 Million JPA Financing Sold on August 9th

Scott Keene reported that this financing was scheduled for sale on Tuesday August 9th. Everything was looking good with the affirmation of the JPA's AAA rating by Standard and Poor's and the AA1 rating by Moody's until Standard and Poor's announced they were downgrading US Government Treasury debt to AA+ on the Friday prior to sale. Although the municipal market was fairly light on the following Monday, there were some significant financings that were accomplished which gave an indication that the bond sale could proceed on Tuesday morning. There were six active bidders with Bank of America Merrill Lynch being the low bidder with a true interest cost of 4.26%. When combined with the two earlier financings that were completed in 2010, the average true interest cost is 3.74% which is well below the 5% that was estimated during the election.

This sale will almost complete the financing required for the arena. Keene expects that sometime in 2013, as the completion of the project nears, there will be one last financing in the \$25 million range related to the turn back tax. This is a relatively small piece compared to what has already been locked in. Keene thanked all of the members of the financing team as well as the Board for having the confidence to proceed ahead.

Snyder asked Keene to review the total percentage on the current bonds for the public. Keene stated that the first financing went to market in August 2010, and after the receipt of the subsidy from the federal government the net interest cost to the JPA was 3.24%. The second financing accomplished in December 2010, had a true interest cost of 3.75% and with this financing having a true interest cost of 4.26% the average is 3.74%. The differential on the \$300 million financing from the 5% projected to the 3.74% actual is equivalent to a savings of approximately \$86 million over the life of the bonds.

Keene pointed out that the downside is that the JPA has borrowed this money but isn't spending it that quickly. There is some cost to getting these financings done early because the reinvestment rate isn't approaching the 3.74% borrowing rate. The financial team has

determined, however, that just a 0.25% increase in interest rates would have cost enough in one year to make it better to borrow the \$100 million now than to wait.

Snyder asked for any comments from the public. No one came forward.

Item 7 – Renewal of Public Officials Liability Insurance Coverage. The insurance coverage provided by Hiscox has been renewed for an annual premium of \$26,760.55, an increase of \$674.70

Dan Marvin explained that this is a renewal of the Public Official's Liability policy. The first policy was purchased in the short year when the Joint Public Agency began. There is a line item in the operating budget to cover this cost.

Snyder noted that there is an increase of \$674 and asked if this type of increase is typical. Marvin advised that it is probably something that will be seen every year. \$30,000 has been budgeted for this policy, which will cover the increase.

Snyder asked for any comments from the public. Hearing none, Clare made a motion to renew the Public Official's Liability coverage. Beutler seconded the motion. Motion carried 3-0.

Item 8 -- Bill No. WH 11-60 Resolution approving an Agreement of Purchase and Sale and Leaseback between the West Haymarket Joint Public Agency and USPS providing for the JPA's purchase of USPS Parcel for its appraised fair market value (\$600,000) and the lease of the JPA Parcel to the USPS for nominal consideration. Motion to Amend #1 to adopt Substitute Agreement

Rick Peo informed the Board that the City of Lincoln and Post Office currently have a Joint License Agreement in which the City parks on USPS property and USPS parks on property owned by the JPA. The West Haymarket redevelopment project requires the acquisition of the USPS parcel in order to open up R Street further west and also for redevelopment activities in the area. The Post Office would like to keep parking on the property owned by the JPA which is why a Leaseback agreement has been included. This resolution includes a Motion to Amend No. 1 in order to adopt a substitute agreement, as the agreement had to be updated to change the closing date and add the ground leasing language.

Snyder noted that it appeared the original paper work was completed in the 1990's. Peo indicated that the Joint License Agreement between the two agencies was completed in the early 2000's when the Iron Horse parking lot was constructed.

Snyder asked for any comments from the public. Jane Kinsey came forward and asked if the JPA was buying property from the Post Office or leasing it. Peo explained that the JPA is buying property from the Post Office and the Post Office will continue to lease the property from the JPA. The property that the JPA now owns had been owned by Burlington Northern. The property the JPA is buying is part of the Iron Horse parking lot. In order for the West Haymarket project to be developed, particularly the private redevelopment activities for festival space, the JPA needs to acquire this land. The JPA has to buy the land at fair market value which has been appraised by local real estate appraisers in Lincoln at \$600,000.

Clare noted that the average person won't notice any difference because the same people will be parking in the same location. The only difference will be that it allows for ingress and egress to the arena site for the contractors. Peo agreed. Snyder asked Dan Marvin if there have been any issues with ingress and egress to the site. Marvin stated that they are getting vehicles into the site through 8th Street and N Street in order to keep the truck traffic through the Haymarket at a minimum. This piece of the Iron Horse lot will be maintained as parking until other parking stalls have been created so that the Haymarket patrons are not inconvenienced.

Hearing no other comments, Beutler made a motion to approve Resolution WH 11-60. Clare seconded the motion. Clare then made a motion to approve Amendment No. 1. Beutler seconded the motion. Motion carried 3-0. The main motion was then voted on and carried 3-0.

Item 9 -- Bill No. WH 11-64 Resolution approving the engagement of BKD, LLC for purposes of performing an audit of the West Haymarket JPA financial statements for the period ending August 31, 2011

Steve Hubka stated that this is a four year contract with BKD to perform a financial audit of the JPA. The first year fees are \$15,000 and that has been included in the proposed operating budget. It is a traditional financial audit with reports on internal controls and compliance.

Clare asked Hubka to clarify what the internal control report and compliance report entail. Hubka explained that the internal control report will evaluate whether the internal control systems followed by the JPA in conducting financial affairs are strong and are what is typically seen to ensure financial compliance. The compliance report will look at and offer an opinion on the financial statements which is the most important thing.

Snyder asked if this is the same audit that was performed last year. Hubka acknowledged that it was, however, that audit only covered a small amount of transactions because it was for the short time period from June through August.

Snyder asked for any comments from the public. Hearing none, Clare made a motion to approve the resolution. Beutler seconded the motion. Motion carried 3-0.

Item 10 -- Bill No. WH 11-65 Resolution approving Amendment No. 8 to adopt AIA Document E202-2008 (as amended) to incorporate a Building Information Modeling Protocol Exhibit as part of the September 1, 2010 Agreement between DLR Group, Inc. and the JPA.

Paula Yancey explained that this resolution will clean up the contract and align the building information and systems protocols with the Mortenson and DLR agreement. It is a no cost addition to the contract that defines and clarifies the responsibilities between the two parties as they are sharing electronic documents and models.

Snyder asked for any comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 11 -- Bill No. WH 11-66 Resolution approving a Grant Contract between the JPA and Lancaster County for a grant in the amount of \$1,000,000.00 from Lancaster County Visitor Improvement Fund for various projects in the West Haymarket area.

Dan Marvin gave the Board a brief history of the grant. In approximately 2007, then Senator Beutler made changes at the state level that allowed the Visitors Improvement Fund to expand from a 2% hotel occupancy tax to a 4% tax and allowed 1% of that increase to be allocated towards arena construction. After conversations with Lancaster County, they approved a \$3.5 million grant to make improvements in both the arena site and festival space to help promote tourism and travel to the City of Lincoln. This is the first of those payments and is in the amount of \$1 million. There is a contingency that an arena operator needs to be brought on board. SMG was selected as the arena operator after a Request for Proposals process and negotiations are currently occurring.

Snyder thanked Mayor Beutler for his work in this area for the City of Lincoln and other cities in Nebraska.

Snyder asked for any comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 12 -- Bill No. WH 11-67 Resolution approving a Consultant Agreement with Alfred Benesch and Company to provide Construction Observation and Testing Services for the Arena, Arena Parking Garage and Ramp Construction Sites.

Paula Yancey stated that this resolution is to extend the agreement with Alfred Benesch for arena geotechnical services and includes the testing of pile installation and inspections. Benesch provided the original recommendation for soils and foundation and they will now follow through with testing of the installation and construction of the piles. This agreement includes all three phases and includes the arena, the garage and the pedestrian ramp piles. The total dollar value is \$166,144.50 and it is within the current budget.

Snyder asked for any comments from the public. Hearing none, Clare made a motion to approve the resolution. Beutler seconded the motion. Motion carried 3-0.

Item 13 -- Bill No. WH 11-68 Resolution approving the adoption of the 2011-2012 JPA Operating Budget

Steve Hubka announced that this item was advertized as a Public Hearing on the 2011-2012 Operating Budget and invited anyone with comments to come forward. Hubka explained that this budget is for the 2011-2012 fiscal year, which begins today. Aside from debt service, the Operating Budget went from \$501,000 to \$588,000 and includes three major changes. The first change is the addition of \$22,000 under personnel costs to pay for Public Works administrative support. The second change is the addition of \$50,000 in other contractual services which covers miscellaneous items that may come up. If that money is not needed, it won't be used. The third change is for the Public Officials Liability Insurance. That coverage was originally paid out of the short budget that went from June to August of 2010. In mid-August of this year, that insurance needed to be paid again even though it was not included in the budget. It is anticipated

that the payment for next year will fall in the 2011-2012 fiscal year. When Hubka reports on the 2010-2011 budget it will appear as an amount expended above what was originally budgeted due to the payment timing.

Hubka also explained that the JPA now has \$16.6 million in interest payments on the \$300 million bonds. The federal government is giving the JPA a \$3.9 million subsidy and \$10.9 million is budgeted to be paid out of occupation taxes. The JPA is also advancing the District Energy Corporation \$2 million. Approximately \$171,200 of that has already been paid and will show up as an unanticipated expenditure on the 2010-2011 budget. That money will come back but is being shown in this way because it is not a cost that is going to be capitalized by the JPA, it is strictly an advance and reimbursement

Hubka added that although the JPA is not technically required to comply with the Budget Act, he is doing everything he can to follow it. A legal notice was published last Saturday which was five days in advance of this meeting and the approved budget will be filed with the State Auditor's office later this month.

Snyder asked for any comments from the public. Jane Kinsey came forward and asked what the District Energy Corporation is. Marvin explained that District Energy heats and cools the public buildings that the City and County jointly maintain. Lincoln Electric operates it although District Energy is its own political subdivision. They also provide heating services for the state office building downtown and will provide heating and cooling for the new jail. At the time the JPA issued debt, there was cash on hand that wasn't needed at the moment. The JPA agreed to advance District Energy so that they could construct the building that will provide heating and cooling services to the arena and West Haymarket area. When District Energy issues debt later this fall they will repay what the JPA has advanced to them. Kinsey asked if this would affect rate payers and Martin replied no.

Judy Smith came forward and noted that the changes Hubka described add up to approximately \$102,000 which is more than the \$88,000 increase in the proposed budget. Marvin explained that there are also some reductions in the current budget. Last year some tables and computers were purchased so the office supply line item went from \$15,000 to \$250. There was data processing that had to be done for software to allow for the collection of the occupation taxes, so that line item will go from \$20,000 to about \$10,000. The Operating Budgets are posted year by year on the Haymarket website www.haymarketnow.com if anyone would like to do more detailed comparisons. Smith then asked if the amount for administrative support is an annual salary or a partial salary. Marvin stated that it is for the time incurred for Melissa Ramos-Lampli to provide support to the West Haymarket JPA. Those costs were previously incurred on the capital side but it was not felt that was appropriate so it has been added to the Operating Budget.

Hearing no other comments, Beutler made a motion to approve the 2011-2012 Operating Budget. Clare seconded the motion. Motion carried 3-0.

Item 14 -- Bill No. WH 11-69 Resolution accepting and approving the Construction Manager's Partial Guaranteed Maximum Price Proposal and further authorizing the Construction Manager to commence the Work described in the Partial Maximum Price Proposal ("Limited Notice to Proceed Work").

Paula Yancey reported that this resolution is for approval of the Partial Guaranteed Maximum Proposal (PGMP). This is required by the Mortenson agreement and guarantees the portions of work that will be occurring from September 15, 2011 through January 2012 until such time as the final Guaranteed Maximum Price (GMP) is agreed to. The total of the PGMP is \$63,018,412 and includes piling and concrete work as well as the mill order for steel roofing materials. This process was also described in a Lincoln Journal Star article that ran on Monday. All items included in this PGMP fall within the current budget and construction estimates set for the arena and garage construction. Associated assumptions, clarifications and schedule are included in the Board's packet to support this proposal.

Clare asked Yancey to discuss the Midwest Steel contract. Yancey explained that they brought on Midwest Steel to assist through the design process of the major roof trusses and support steel for the building.

Snyder asked for any comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 15 -- Bill No. WH 11-70 Resolution to adopt a procedure for the delegation, review, and approval of change orders to JPA contracts for the provision of services.

Dan Marvin informed the Board that this is something that has been under discussion for a couple of months. This process sets different levels of review and approval for change orders so that those items with minimal cost impact can be taken care of quickly to keep the project moving along. The first level will include smaller items ranging from \$0 to \$24,999 and will require approval from PC Sports. The second level ranges from \$25,000 to \$100,000 and will require approval from the Mayor which is similar to the City's change order process. The third level will encompass anything over \$100,000 and will require Board approval. At each level someone in the field will identify what the items are and staff will work to negotiate the cost. These will be disclosed publicly and will show up in a report to the Board just like the expenditure reports.

Clare inquired if this is similar to what is done on other projects and if it is possible for someone to try and get a \$100,000 change order through easier by breaking it out into four \$25,000 change orders. Yancey stated that it is a similar process and noted that most of the change orders fall within certain parameters and cannot be easily modified. In addition to Yancey, the engineers and architects will be reviewing every change order to make sure they are in concurrence.

Snyder asked for any comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 16 -- Bill No. WH 11-71 Resolution to approve Amendment No. 2 to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson Company amending the Property Insurance Provision in the General Conditions to allow the JPA to procure flood coverage with a sub-limit of \$50 Million in lieu of the total value of the entire Project.

Dan Marvin informed the Board that he would like to discuss Item 17 prior to this item. A motion on this item would presume what the Board is going to decide on Item 17.

After reviewing Item 17, the Board returned discussion to this item. Peo stated the issue of terrorism insurance came up late so he did not have a chance to provide a written amendment. In order to conform what was previously approved, Peo suggested making a change to page one of Amendment No. 2 so that it would read, "Notwithstanding the foregoing, Owner may forgo purchase of terrorism coverage and may procure flood insurance coverage with a sublimit of \$25 million..." That change would make this amendment correspond to the coverage that the Board has authorized. Mortenson has already signed Amendment No. 2 and has agreed to the changes so Peo would type up a new page 1 and insert the new language. Line six of the resolution itself will need to be corrected changing \$50 million to \$25 million and adding, "and without terrorism insurance coverage."

Beutler moved the adoption of Bill WH 11-71 as the resolution has been changed and as Amendment No. 2 has been changed from the dais. Motion failed due to the lack of a second.

Claire advised that he is not comfortable making changes in this manner. Peo understood and explained that they did not intend to address the issue of terrorism coverage; however Mortenson indicated that it needed to be addressed within this contract. Marvin added that there is a relatively low threshold for terrorism insurance. It would not cover a disgruntled employee setting fire to the building because it has to be foreign terrorism and has to be certified by the Secretary of the Treasury. It is also not common practice for the City to procure terrorism insurance on projects.

Clare explained that he doesn't have a problem with the changes that are being made but doesn't think it is good policy for the Board to be agreeing to resolutions that are being penned in. He wants to ensure this is done right and suggested that the Board take a short break so the documents can be corrected.

The Board recessed at 4:45 and came back at 5:00. It was decided that this item would be deferred to the next meeting that will be held on September 16th.

Item 17 -- Bill No. WH 11-72 Resolution authorizing AON Risk Solutions to bind the Builders Risk Insurance Coverage being offered by FM Global.

Dan Marvin informed the Board that for two months negotiations have been ongoing to procure Builders Risk Insurance on behalf of the JPA. Marvin is recommending that the Board purchase a policy provided by FM Global which provides \$25 million flood insurance, \$10 million delay of opening insurance, coverage for tornado damage and other acts of God. The cost of this policy is \$232,539 with an associated fee of \$25,000 for procuring the policy.

Scott Scheidel with Aon explained that Builders Risk Insurance will cover construction of the arena from September 15, 2011 to September 15, 2013, or when it is put to its intended use. If the arena were to be occupied early it would have to be put under the City's property insurance at that time. It also has an automatic 30 day extension if construction were to go over. Extensions beyond that are available for an additional premium. After going to market, FM Global was selected because they were able to put up the most flood insurance while providing full limits on the other perils at the lowest cost.

Snyder asked why this item needed to be discussed prior to Item 16. Marvin explained that the Mortenson contract requires full insurance to be carried on the building which includes terrorism insurance. The cost difference in carrying full insurance versus adequate insurance was in the neighborhood of \$430,000. If the Board authorizes purchase of this policy, Item 16 will amend the contract with Mortenson to adjust the levels of insurance.

Snyder asked for any comments from the public. Jane Kinsey came forward and asked if there will be any kind of insurance to protect against shoddy workmanship. Marvin stated that there are professional risks and exposures from a legal perspective against shoddy workmanship. The full resources of the City would be utilized to make the contractors live up to the kind of workmanship that is expected. Scheidel noted that as part of the risk management process, the JPA requires insurance evidence from Mortenson, the design professionals as well as subcontractors working on the project. He further explained that when a home owner hires a contractor to work on their house, they require that the contractor be bonded and have insurance so if a claim is made against the contractor for shoddy workmanship there is collectable insurance. The contractors work would not be covered under a home owner's policy which is similar to what the Builders Risk Insurance is.

Kinsey stated that she is concerned about tax payers being stuck with the bill such as what happened with the Antelope Valley project. At this point all that has been published is that no one is certain who is responsible for the shoddy work. Beutler pointed out that all City projects consistently have checks and balances and insurance indemnifications. With respect to Antelope Valley specifically, the City has not paid anything for the repairs that need to be made. The City doesn't intend to pay anything for those repairs; they will be paid by the contractors and/or the designers.

Snyder asked for any further comments from the public. Hearing none, Beutler made a motion to adopt the resolution. Clare seconded the motion. Beutler then moved to amend the resolution to include only the basic FM Global Builders Risk policy and commission at a cost of \$257,539. Clare seconded the motion. Motion carried 3-0. The main motion was then voted on and carried 3-0.

Item 18 -- Set Next Meeting Date

The next meeting will be held on Thursday September 16, 2011 (Room 112, City Council Chambers)

Item 19 – Motion to Adjourn

Clare made a motion to adjourn the meeting. Beutler seconded the motion. Motion carried 3-0. Meeting adjourned at 5:01 P.M.

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

West Haymarket JPA Payment Register
8/1/2011 through 8/31/2011

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
594773	Alfred Benesch & Company	Remedial action,5/30-6/26	870601	WH NDEQ T-200	OV	1297691	887.50	08/03/11	451857
594773	Alfred Benesch & Company	Services from 5/30-6/26/11	870603	WH Environmental Contngy Pln	OV	1297692	24,896.81	08/03/11	451857
594773	Alfred Benesch & Company	Services 5/30-6/26/11	870602	WH Voluntary Clean-up Program	OV	1297692	4,374.00	08/03/11	451857
594773	Alfred Benesch & Company	Services from 5/30-6/26/11	870604	WH Other/Miscellaneous	OV	1297692	16,969.50	08/03/11	451857
82368	State of Nebraska	June,2011 monitoring #10620	870602	WH Voluntary Clean-up Program	PV	1297878	5,574.94	08/10/11	452320
98642	Information Services	06/11 Data Processing	06095	W Haymarket O & M	PV	1299338	94.18	08/10/11	452321
102154	Public Building Commission	Account 10011 08/11	06095	W Haymarket O & M	PV	1299335	80.50	08/10/11	452322
102154	Public Building Commission	Account 10011 08/11	06095	W Haymarket O & M	PV	1299335	8.75	08/10/11	452322
131481	Public Works Business Office	Use,Message Boards,7/21-26/11	870304	WH 10th & Salt Creek Road Impr	PV	1298544	900.00	08/10/11	452323
139758	Union Pacific Railroad	Cont#W004367,Cust#62517 #8	870907	WH UP Track Mod West of Bridge	PV	1297881	359,488.82	08/10/11	452324
139758	Union Pacific Railroad	Cont#W004367, Cust#62517 #9	870907	WH UP Track Mod West of Bridge	PV	1297884	122,513.95	08/10/11	452324
598263	PC Sports LLC	Mgmt services, July 15-31,2011	870000	WH General Coordination	PV	1299488	34,025.00	08/10/11	452325
598263	PC Sports LLC	Mgmt services, July 15-31,2011	870100	WH Arena	PV	1299488	16,698.36	08/10/11	452325
38181	Judds Bros Construction Co	Site prep, 7/3-7/30/11	870703	WH Initial Haymarket Site Prep	OV	1298564	1,182,538.82	08/11/11	46632
185050	TCW Construction Inc	Proj 870304,7/1-7/15/11	870304	WH 10th & Salt Creek Road Impr	OV	1299454	111,570.14	08/11/11	46694
591846	Marvin Investment Management Co	Program Admin 6/15/11-7/14/11	06095	W Haymarket O & M	PV	1299332	7,063.00	08/11/11	46742
593485	Thought District Inc	10-JPA-007 On-Going Management	06095	W Haymarket O & M	PV	1299330	2,000.00	08/11/11	46749
595872	CSL Marketing Group	August,2011 retainer+rent	870100	WH Arena	OV	1299455	17,404.00	08/11/11	46759
596579	SMG	Cust#000839, Embassy, 3/30/11	870100	WH Arena	PV	1298541	77.00	08/11/11	46760
596579	SMG	July,2011 consulting	870100	WH Arena	OV	1298547	5,000.00	08/11/11	46760
596608	M A Mortenson Company	July, 2011 billing	870000	WH General Coordination	OV	1298567	16,666.00	08/11/11	46761
596608	M A Mortenson Company	July, 2011 billing	870100	WH Arena	OV	1298571	15,554.56	08/11/11	46761
596877	Olsson Associates	Services 5/8-6/11/11	870703	WH Initial Haymarket Site Prep	OV	1299190	43,605.46	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870304	WH 10th & Salt Creek Road Impr	OV	1299190	7,457.70	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870303	WH USPS Parking Lot Reconstctn	OV	1299190	2,941.64	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870000	WH General Coordination	OV	1299190	59,083.25	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870204	WH Parking Garage #2	OV	1299190	95,892.46	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870951	WH ITS & Dynamic Message Signs	OV	1299190	5,380.25	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870202	WH Parking Garage #1	OV	1299190	20,293.25	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870305	WH Core Area Roadway & Utility	OV	1299190	26,965.32	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870302	WH "M"&"N" St,7th to 10th St	OV	1299190	39,491.05	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870306	WH Traffic Analysis	OV	1299190	875.00	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870307	WH Streetscape	OV	1299190	15,531.85	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870906	WH Amtrak Station	OV	1299190	38,955.00	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870301	WH Charleston Bridge/Roadway	OV	1299190	39,343.25	08/11/11	46763
596877	Olsson Associates	Services 5/8-6/11/11	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1299190	19,323.63	08/11/11	46763
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1301589	18.56	08/17/11	452883
98642	Information Services	07/11 Data Processing	06095	W Haymarket O & M	PV	1301593	94.18	08/17/11	452884
131570	Erickson & Sederstrom PC	File#27354 055859	870903	WH Jaylynn Site Purchase	PV	1301342	3,990.07	08/17/11	452885
131570	Erickson & Sederstrom PC	Consultant Agreements	06095	W Haymarket O & M	PV	1301596	2,545.50	08/17/11	452885
330309	University of Nebraska Lincoln	Historical Test (12/1-3/30)	870903	WH Jaylynn Site Purchase	OV	1301318	1,480.46	08/17/11	452886
330309	University of Nebraska Lincoln	Final on Historical testing	870903	WH Jaylynn Site Purchase	OV	1301319	3,406.67	08/17/11	452886
587607	Roosevelt Holdings Inc	Temporary easement	870302	WH "M"&"N" St,7th to 10th St	PV	1301348	3,330.00	08/17/11	452887
591416	Excellence Opto Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1301350	1,783.50	08/17/11	452888
591416	Excellence Opto Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1301350	1,075.90	08/17/11	452888
591416	Excellence Opto Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1301350	2,694.60	08/17/11	452888
591416	Excellence Opto Inc		870302	WH "M"&"N" St,7th to 10th St	PV	1301350	1,421.00	08/17/11	452888
594773	Alfred Benesch & Company	Services 6/27-7/24/11	870601	WH NDEQ T-200	OV	1301320	475.00	08/17/11	452889
594773	Alfred Benesch & Company	Services 6/27-7/24/11	870603	WH Environmental Contngy Pln	OV	1301321	17,135.00	08/17/11	452889
594773	Alfred Benesch & Company	Services 6/27-7/24/11	870602	WH Voluntary Clean-up Program	OV	1301321	2,106.13	08/17/11	452889
594773	Alfred Benesch & Company	Services 6/27-7/24/11	870604	WH Other/Miscellaneous	OV	1301321	13,115.38	08/17/11	452889
594773	Alfred Benesch & Company	Proj#00110237.00	870204	WH Parking Garage #2	PV	1301346	1,118.00	08/17/11	452889
595471	Jaylynn LLC	Partial self-move & prop allow	870903	WH Jaylynn Site Purchase	PV	1301631	108,861.50	08/17/11	452890

West Haymarket JPA Payment Register
8/1/2011 through 8/31/2011

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
38181	Judds Bros Construction Co	Work 5/6-7/30/11	870303	WH USPS Parking Lot Reconstctn	OV	1301322	104,904.94	08/18/11	46791
148582	Aon Risk Services Central Inc	Policy UDA1164259.10	06095	W Haymarket O & M	PV	1301597	26,760.55	08/18/11	46865
185050	TCW Construction Inc	Work 7/16-7/31/11	870304	WH 10th & Salt Creek Road Impr	OV	1301323	343,327.13	08/18/11	46872
308161	Midwest Right of Way Services Inc	MROW#237	870903	WH Jaylynn Site Purchase	PV	1301344	340.00	08/18/11	46887
596877	Olsson Associates		870951	WH ITS & Dynamic Message Signs	OV	1303360	666.00	08/25/11	47085
596877	Olsson Associates		870204	WH Parking Garage #2	OV	1303360	324.00	08/25/11	47085
596877	Olsson Associates		870000	WH General Coordination	OV	1303360	20,959.20	08/25/11	47085
596877	Olsson Associates		870308	WH Sun Valley Blvd & West "O"	OV	1303360	620.00	08/25/11	47085
596877	Olsson Associates		870303	WH USPS Parking Lot Reconstctn	OV	1303360	2,408.00	08/25/11	47085
596877	Olsson Associates		870304	WH 10th & Salt Creek Road Impr	OV	1303360	7,638.55	08/25/11	47085
596877	Olsson Associates		870703	WH Initial Haymarket Site Prep	OV	1303360	48,764.12	08/25/11	47085
596877	Olsson Associates		870302	WH "M"&"N" St,7th to 10th St	OV	1303360	1,686.50	08/25/11	47085
596877	Olsson Associates		870306	WH Traffic Analysis	OV	1303360	152.50-	08/25/11	47085
596877	Olsson Associates		870307	WH Streetscape	OV	1303360	24,989.72	08/25/11	47085
596877	Olsson Associates		870906	WH Amtrak Station	OV	1303360	57,420.75	08/25/11	47085
596877	Olsson Associates		870301	WH Charleston Bridge/Roadway	OV	1303360	7,019.60	08/25/11	47085
596877	Olsson Associates		870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1303360	91,679.55	08/25/11	47085
596877	Olsson Associates		870305	WH Core Area Roadway & Utility	OV	1303360	19,615.02	08/25/11	47085
596877	Olsson Associates		870202	WH Parking Garage #1	OV	1303360	945.00	08/25/11	47085
108417	Citizen Information Center	WHJPA video 7-15-11,7-25-11	06095	W Haymarket O & M	PV	1304986	135.00	08/31/11	454139
120272	City of Lincoln - Accounting Dept	Signature plates Hubka/Snyder	06095	W Haymarket O & M	PV	1304987	353.32	08/31/11	454140
120272	City of Lincoln - Accounting Dept	Reimb Sal/Ben 5/12/11-8/17/11	06095	W Haymarket O & M	PV	1304988	73,245.96	08/31/11	454140
131481	Public Works Business Office	VMB use, 5/5-5/12/11	870304	WH 10th & Salt Creek Road Impr	PV	1303217	1,200.00	08/31/11	454141
131481	Public Works Business Office	Admin support, July,2011	870000	WH General Coordination	PV	1303218	1,381.41	08/31/11	454141
397124	Grant Street Group	West Haymarket Bonds 2011	870980	WH Series 4 JPA Debt	PV	1304990	4,000.00	08/31/11	454142
Grand total							3,364,408.21		

9/7/2011

**Public Works WHJPA Engineering Costs
8/1/11 through 8/31/11**

<u>Description</u>	<u>Explanation</u>	<u>Type</u>	<u>Doc Num</u>	<u>Fund</u>	<u>Business Unit</u>	<u>Object</u>	<u>Sub</u>	<u>Amount</u>	<u>G/L Date</u>
Construction Engineering	WH 10th & Salt Creek Road Impr	EU	322154	00951	870304	6153	320	337.01	8/11/2011
Design Engineering	WH "M"&"N" St,7th to 10th St	EU	322154	00951	870302	6153	130	3,722.49	8/11/2011
Design Engineering	WH Amtrak Station	EU	322154	00951	870906	6153	130	106.40	8/11/2011
Design Engineering	WH Core Area Roadway & Utility	EU	322154	00951	870305	6153	130	638.44	8/11/2011
Design Engineering	WH General Coordination	EU	322154	00951	870000	6153	130	2,653.36	8/11/2011
Design Engineering	WH HymktPkLot,FestSp&PedGrdStr	EU	322154	00951	870201	6153	130	106.40	8/11/2011
Design Engineering	WH Initial Haymarket Site Prep	EU	322154	00951	870703	6153	130	638.44	8/11/2011
Design Engineering	WH ITS & Dynamic Message Signs	EU	322154	00951	870951	6153	130	159.62	8/11/2011
Design Engineering	WH USPS Parking Lot Reconstctn	EU	322154	00951	870303	6153	130	266.02	8/11/2011
Design Engineering	WH 10th & Salt Creek Road Impr	EU	322154	00951	870304	6153	130	9,992.26	8/11/2011
Laboratory & Testing	WH 10th & Salt Creek Road Impr	EU	322154	00951	870304	6153	350	80.24	8/11/2011
Construction Engineering	WH "M"&"N" St,7th to 10th St	EU	323297	00951	870302	6153	320	2,580.43	8/25/2011
Construction Engineering	WH 10th & Salt Creek Road Impr	EU	323297	00951	870304	6153	320	337.01	8/25/2011
Design Engineering	WH "M"&"N" St,7th to 10th St	EU	323297	00951	870302	6153	130	3,820.32	8/25/2011
Design Engineering	WH Core Area Roadway & Utility	EU	323297	00951	870305	6153	130	1,010.85	8/25/2011
Design Engineering	WH General Coordination	EU	323297	00951	870000	6153	130	782.65	8/25/2011
Design Engineering	WH Initial Haymarket Site Prep	EU	323297	00951	870703	6153	130	691.65	8/25/2011
Design Engineering	WH ITS & Dynamic Message Signs	EU	323297	00951	870951	6153	130	159.62	8/25/2011
Design Engineering	WH USPS Parking Lot Reconstctn	EU	323297	00951	870303	6153	130	478.82	8/25/2011
Design Engineering	WH 10th & Salt Creek Road Impr	EU	323297	00951	870304	6153	130	9,107.24	8/25/2011
Laboratory & Testing	WH 10th & Salt Creek Road Impr	EU	323297	00951	870304	6153	350	601.78	8/25/2011
Observer/Inspections	WH "M"&"N" St,7th to 10th St	EU	323297	00951	870302	6153	325	1,148.61	8/25/2011
Traffic	WH "M"&"N" St,7th to 10th St	EU	323297	00951	870302	6153	355	320.94	8/25/2011
Traffic	WH 10th & Salt Creek Road Impr	EU	323297	00951	870304	6153	355	80.24	8/25/2011
								<u>39,820.84</u>	

City of Lincoln, NE
 West Haymarket
 Job Cost Report
 As of August 31, 2011

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

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination		2,802,987	5,072,978	7,875,965-		7,875,965-

70090	West Haymarket Park		2,802,987	5,072,978	7,875,965-		7,875,965-
70091	Arena						
	870100 WH Arena	161,899,950	4,817,578	9,268,822	147,813,550		147,813,550
	870101 WH Arena Contingency	6,995,650			6,995,650		6,995,650
	870203 WH Arena Parking Garage	10,352,100	155,535	558,879	9,637,686		9,637,686

70091	Arena	179,247,700	4,973,113	9,827,701	164,446,886		164,446,886
70092	Parking						
	870201 WH HymktPkLot,FestSp&PedGrdStr	14,089,426	188,164	1,393,956	12,507,306		12,507,306
	870202 WH Parking Garage #1	13,090,000	110,528	900,847	12,078,625		12,078,625
	870204 WH Parking Garage #2		141,989	281,167	423,156-		423,156-

70092	Parking	27,179,426	440,681	2,575,970	24,162,775		24,162,775
70093	Roads						
	870301 WH Charleston Bridge/Roadway	4,835,720	249,807	392,975	4,192,938		4,192,938
	870302 WH "M"&"N" St,7th to 10th St	2,280,000	442,439	1,125,655	711,906		711,906
	870303 WH USPS Parking Lot Reconstctn	885,000	275,473	369,086	240,441		240,441
	870304 WH 10th & Salt Creek Road Impr	3,412,000	2,827,157	563,872	20,971		20,971
	870305 WH Core Area Roadway & Utility	14,668,960	117,049	806,277	13,745,634		13,745,634
	870306 WH Traffic Analysis		53,167	31,895	85,062-		85,062-
	870307 WH Streetscape		79,922	325,784	405,706-		405,706-
	870308 WH Sun Valley Blvd & West "O"	737,400	1,810	37,560	698,030		698,030

70093	Roads	26,819,080	4,046,824	3,653,104	19,119,152		19,119,152
70094	Pedestrian Ways						
	870401 WH Plaza	1,200,000			1,200,000		1,200,000

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

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870402 WH Canopy Phase II						

70094	Pedestrian Ways	1,200,000			1,200,000		1,200,000
70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,440,000	1,477,905		37,905-		37,905-
	870502 WH Fiber Optic Comm & Other	650,880	357,628	138,786	154,466		154,466

70095	Utilities	2,090,880	1,835,533	138,786	116,561		116,561
70096	Environmental						
	870601 WH NDEQ T-200	978,000	1,506,152	43,517	571,669-	809,449	237,780
	870602 WH Voluntary Clean-up Program	2,100,000	490,467	167,542	1,441,991		1,441,991
	870603 WH Environmental Contngy Pln	2,400,000	96,005	142,257	2,161,738		2,161,738
	870604 WH Other/Miscellaneous	525,600	214,428	99,738	211,434		211,434
	870605 WH Canopy Phase I-Lead Abatemt						

70096	Environmental	6,003,600	2,307,052	453,054	3,243,494	809,449	4,052,943
70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF	2,400,000			2,400,000		2,400,000
	870703 WH Initial Haymarket Site Prep	2,088,360	3,727,100	2,891,930	4,530,670-		4,530,670-
	870704 WH Other Stormwater Mitigation	3,105,840			3,105,840		3,105,840

70097	Dirt Moving	7,594,200	3,727,100	2,891,930	975,170		975,170
70098	TIF Improvements						
	870800 WH TIF Improvements	5,515,693			5,515,693		5,515,693

70098	TIF Improvements	5,515,693			5,515,693		5,515,693
70099	Site Purchase						

	Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal
870901 WH BNSF Land Acquisition	1,000,000	1,051,054		51,054-		51,054-
870902 WH Alter Site Purchase	4,080,000	39,352		4,040,648		4,040,648
870903 WH Jaylynn Site Purchase	3,080,000	1,486,188		1,593,812		1,593,812
870904 WH UP Site Purchase	1,000,000	1,326,248		326,248-		326,248-
870905 WH BNSF Const, Rehab, Reloc	44,000,000	49,699,395		5,699,395-		5,699,395-
870906 WH Amtrak Station	1,440,000	149,935	87,143	1,202,922		1,202,922
870907 WH UP Track Mod West of Bridge	1,236,000	587,116		648,884		648,884
870908 WH Other Private Prop Acqstns	625,000			625,000		625,000
70099 Site Purchase	56,461,000	54,339,288	87,143	2,034,569		2,034,569
70100 Other Costs						
870951 WH ITS & Dynamic Message Signs	2,700,000	50,086	125,097	2,524,817		2,524,817
870952 WH Community Space & Civic Art	1,500,000			1,500,000		1,500,000
70100 Other Costs	4,200,000	50,086	125,097	4,024,817		4,024,817
70105 Bond Related Costs						
870975 WH Miscellaneous	5,160,000			5,160,000		5,160,000
870976 WH Line of Credit		52,500		52,500-		52,500-
870977 WH Series 1 JPA Debt		1,535,168		1,535,168-		1,535,168-
870978 WH Series 2 JPA Debt		1,221,802		1,221,802-		1,221,802-
870979 WH Series 3 JPA Debt		577,661		577,661-		577,661-
870980 WH Series 4 JPA Debt		1,238,700		1,238,700-		1,238,700-
70105 Bond Related Costs	5,160,000	4,625,831		534,169		534,169
00951 West Haymarket Capital Proj	321,471,579	79,148,495	24,825,763	217,497,321	809,449	218,306,770

City of Lincoln, NE
 West Haymarket JPA
 Operating Expenditure Report
 As of August 31, 2011

00950 West Haymarket Reven
 06095 W Haymarket O & M

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue						
06095 W Haymarket O & M						
11 Materials & Supplies						
5221 Office Supplies					240	240-
5259 Other Oper Supplies					353	353-
5261 Postage	5,000			5,000	6,162	1,162-
5323 Bldg Maint Supplies					125	125-
11 Materials & Supplies	5,000			5,000	6,880	1,880-
12 Other Services & Charges						
5621 Misc Contractual Services	330,612			330,612	289,222	41,390
5624 Auditing Service	12,000			12,000	12,000	
5631 Data Processing Service					1,197	1,197-
5632 System Develop - I.S.	20,000			20,000		20,000
5633 Software					1,948	1,948-
5637 Engineering & Design					171,434	171,434-
5642 Legal Services	20,000			20,000	38,638	18,638-
5643 Management Services	92,043			92,043	84,218	7,825
5725 Mileage - Personal Vehicles	1,000			1,000		1,000
5762 Photocopying	1,000			1,000	525	475
5763 Printing					588	588-
5794 Public Officials					26,761	26,761-
5829 Telephone	1,000			1,000		1,000
5928 Rent of Co/City Bldg Space	1,900			1,900	966	934
5931 Parking Rent Bldg Comm					105	105-
5952 Advertising/Media Serv	1,500			1,500	2,227	727-
12 Other Services & Charges	481,055			481,055	629,829	148,774-
13 Capital Outlay - Equipment						
6069 Data Processing Equipment	4,500			4,500	2,461	2,039
6072 Furniture & Fixtures	11,000			11,000	3,031	7,969
13 Capital Outlay - Equipment	15,500			15,500	5,492	10,008
06095 W Haymarket O & M	501,555			501,555	642,201	140,646-

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket JPA
Operating Expenditure Report
As of August 31, 2011

2
09/07/11
10:35:58

00950 West Haymarket Reven
195011 JPA 2010A Debt Servi

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic						
15 Debt Service						
6235 Bd Trustee Pmt-Interest			3,579,079	3,579,079	3,579,079	
6236 Note Principal			2,000,000	2,000,000	2,000,000	
6237 Note Interest			2,397	2,397	2,397	
-----	-----	-----	-----	-----	-----	-----
15 Debt Service			5,581,476	5,581,476	5,581,476	
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic			5,581,476	5,581,476	5,581,476	

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket JPA
Operating Expenditure Report
As of August 31, 2011

3
09/07/11
10:35:58

00950 West Haymarket Reven
195021 JPA 2010B/C Debt Ser

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
195021 JPA 2010B/C Debt Serv						
15 Debt Service						
6235 Bd Trustee Pmt-Interest			3,165,607	3,165,607	3,165,607	
15 Debt Service			3,165,607	3,165,607	3,165,607	
195021 JPA 2010B/C Debt Serv			3,165,607	3,165,607	3,165,607	
00950 West Haymarket Revenue	501,555		8,747,083	9,248,638	9,389,284	140,646-

**SUBSTITUTE
RESOLUTION NO. WH- _____**

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

3 That the attached Substitute Amendment No. 2 to the Amended and Restated Construction
4 Manager at Risk Contract with M.A. Mortenson Company amending Section 11.3.1 of AIA
5 Document A-2001-2007 (Exhibit D to A133-2009) relating to Property Insurance to clarify that the
6 JPA is not procuring additional terrorism coverage for certified acts of terrorism and to allow the JPA
7 to procure terrorism coverage with a sub-limit of only \$5 Million and flood coverage with a sub-limit
8 of only \$25 Million in lieu of the total value for the entire Project upon condition that the JPA accepts
9 all responsibility and risk of, and agrees to defend and indemnify Construction Manager, its
10 Subcontractors and Sub-subcontractors from, any and all loss associated with terrorism or a flood
11 event which otherwise would have been covered by builder’s risk insurance but for said sub-limits., is
12 hereby accepted and approved and the Chair is hereby authorized to execute said Amendment No. 2
13 on behalf of the JPA.

14 Adopted this ____ day of _____, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Tim Clare

Chris Beutler

**SUBSTITUTE
AMENDMENT NO. 2**

THIS Amendment No. 2 to the Amended and Restated Construction Manager at Risk Contract between the West Haymarket Joint Public Agency (JPA) and M.A. Mortenson Company (CMR) is entered into this ____ day of _____, 2011.

WHEREAS, are the parties hereto mutually desire to amend said Amended and Restated Construction Manager at Risk Contract in order to revise Section 11.3.1 of AIA Document A-2001-2007 (Exhibit D to A133-2009) to allow the JPA to procure flood coverage with a sub-limit of only \$25 Million.

NOW, THEREFORE, it is hereby agreed that the existing Contract be amended as follows:

1. That Section 11.3.1 of AIA Document A-2001-2007 attached to the Amended and Restated Construction Manager at Risk Contract as Exhibit D be amended to read as follows:

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk," with normal and customary exclusions, or equivalent policy form in the amount of the initial Contract Sum, except for normal and customary sub-limits, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Notwithstanding the foregoing, Owner may forego procurement of terrorism coverage for certified acts of terrorism and may procure terrorism coverage with a sub-limit of only \$5 Million and flood coverage with a sub-limit of only \$25 million. In such event, Owner accepts all responsibility and risk of, and agrees to defend and indemnify Contractor, Subcontractors and Sub-subcontractors from, any loss associated with

terrorism (including a certified act of terrorism) and/or a flood event that would otherwise have been covered by the purchase of builder's risk property insurance as provided above but which now exceeds the applicable sub-limit. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons or entities who are insureds of such insurance, until substantial completion or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include the Contractor, Subcontractors and Sub-subcontractors in the Project as additional insureds.

2. Except as modified above, the existing Amended and Restated Construction Manager at Risk Contract shall remain in full force and effect.

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
Board of Representatives

M.A. MORTENSON COMPANY,

By: _____
Title: _____

RESOLUTION NO. WH- _____

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

3 That the attached Annual Financial Interlocal Agreement between the West Haymarket
4 Joint Public Agency and the City of Lincoln Lancaster County Railroad Transportation Safety
5 District providing for the District to aid the JPA in funding the cost of removal of existing
6 railroad tracks, related restoration activities and related Project Improvements n the West
7 Haymarket Redevelopment Area up to a total of \$300,000.00 is hereby approved and the
8 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
9 authorized to execute said Interlocal Agreement on behalf of the JPA.

10 The City Clerk is directed to return a fully executed original of the Agreement to the
11 District, Attention: Roger Figard.

12 Adopted this _____ day of September, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Tim Clare

Chris Beutler

ANNUAL FINANCIAL
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln Lancaster County Railroad Transportation Safety District, hereinafter referred to as the "District", and the West Haymarket Joint Public Agency, a political subdivision of the State of Nebraska, hereinafter referred to as the "JPA", for the removal of existing railroad tracks in the West Haymarket Redevelopment Area, Project No. 899180 hereinafter referred to as the "Project."

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries caused by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to *Neb. Rev. Stat. § 74-1301, et. seq.*; and

WHEREAS, the JPA contemplates contracting for professional services and construction activities for the Project; and

WHEREAS, the District, pursuant to *Neb. Rev. Stat. § 74-1302* and *§ 74-1305*, has the right and authority to enter into contracts or other arrangements with political subdivisions making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; making surveys and investigations or reports in relation to the objectives of the District; and cooperating or assisting

in obtaining the construction, maintenance, or operation of a work or works of public improvement within the district for the purpose of changing, constructing, eliminating, or reconstructing, including the use of protective devices of any kind or nature, any highway or street crossing of a railroad property; and

WHEREAS, the JPA and the District are mutually benefitted by the Project.

NOW, THEREFORE, the JPA and the District pursuant to the Interlocal Cooperation Act, *Neb. Rev. Stat.* § 13-801 et. seq. do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed one (1) year from the date of execution of this Agreement.
2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Chairperson of the JPA. This Agreement does not create any separate legal or administrative entity.
3. Purpose. The purpose of this Agreement is for the District to aid the JPA in funding for the removal of railroad tracks, related restoration activities, and related Project improvements in the West Haymarket Redevelopment Area.
4. Budget and Finance. The District has approved the expenditure of \$300,000 for the Project from its July 1, 2011, through June 30, 2012 budget. The District for the year 2011/2012 shall contribute up to the total of such allocated funds to be applied to the Project.
5. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The JPA shall have authority to enter into agreements for the related activities in accordance with the JPA's contracting requirements. The JPA

will bill and the District will pay the JPA up to the amount agreed for the District's participation as authorized by this Agreement.

6. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the JPA shall not be deemed to be employees of the District, and employees of the District shall not be deemed to be employees of the JPA.
7. Construction Area Control. To the extent permitted by law, the JPA expressly accepts control of the construction area, such control shall include, but not be limited to, barricades, road crossings, construction equipment and any obstacles created during construction of the Project.
8. Hold Harmless. The JPA agrees to indemnify and hold harmless, to the fullest extent allowed by law, the District and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the JPA's principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. The JPA shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either the JPA or the District to indemnify or hold harmless the other parties from liability for the

negligent or wrongful acts or omissions of said other parties or their principals, officers, or employees.

9. Subcontractors. The JPA agrees to require any contractors or subcontractors, providing services under this agreement, to indemnify and hold the District harmless to the same extent and as provided in Section 8 of this Agreement. The JPA further agrees that it shall require its contractors and subcontractors, providing services pursuant to this Agreement, to agree to the following clause by including it in its subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the JPA or the District or to any benefits made to the JPA or District employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

10. Termination. This Agreement may be terminated at any time and for any reason by any party upon written notice of not less than sixty (60) days to the other party. Upon termination, the District shall pay for expenditures incurred up through the date of termination.
11. Assignment. Neither the District nor the JPA shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement. It is expressly understood and agreed to by the parties that the JPA may subcontract the installation, construction and improvements provided herein.
12. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
13. Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the District nor the JPA shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

Executed by the DISTRICT this 6th day of September, 2011.

CITY OF LINCOLN LANCASTER
COUNTY RAILROAD
TRANSPORTATION SAFETY
DISTRICT

Attest:



Chairperson



Executive Director

Executed by the JPA this _____ day of _____, 2011.

Attest:

Project Manager/Secretary

Chairperson

RESOLUTION NO. WH- _____

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

3 That the grant of two utility easements to the Lincoln Electric System, Windstream
4 Nebraska Inc., and Time Warner Entertainment - Advance/Newhouse Partnership are hereby
5 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
6 Representatives is hereby authorized to execute said Easements on behalf of the JPA.

7 The City Clerk is directed to return said Easements to Larry Swanson at LES for
8 recording with the Register of Deeds.

9 Adopted this _____ day of September, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Tim Clare

Chris Beutler



1040 O Street, P.O. Box 80869
Lincoln, NE 68501-0869

August 31, 2011

Rick Peo
City Attorney
County City Building
555 South 10th St.
Lincoln, NE 68508

Dear Mr. Peo:

Dana Daniel, of our Energy Delivery Division, has been working on a route for our conductor on the property at 5th St., "N" St. to "P" St. and 7th & "T" St. We are contacting you at this time to request an easement on that property for our conductor.

Enclosed for your consideration is the easement document describing the area to be covered by the easement. Upon your approval, we will need the original signed, notarized and returned to us. The copy may be retained for your files.

Thanking you in advance for your cooperation and should you have any questions feel free to contact Dana Daniel at 402-467-7634, of our Energy Delivery Division or myself.

Sincerely,

A handwritten signature in black ink that reads "Larry G. Swanson". The signature is written in a cursive, flowing style.

Larry G. Swanson
Land Management

LS/nh
Enclosure

c: Emil Turek
Steve Hanks
Dana Daniel

EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That West Haymarket Joint Public Agency, a political Subdivision of the State of Nebraska, of Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1.00 for necessary equipment when set on the following described property, do hereby grant and convey unto the LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more) Windstream Nebraska, Inc.
Time Warner Entertainment – Advance/Newhouse Partnership

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate and remove all necessary underground electric facilities, communications lines and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows: Exhibit "A" Page 1 of 2 and Page 2 of 2 Attached hereto

The utility line and underground utility facilities herein contemplated shall be located on the property approximately as follows:

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said line and underground utility facilities.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines, underground electric facilities and equipment used in connection therewith.

The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any utility lines, however, in the event that all or part of the underground utility facilities which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have no obligation to replace or provide underground electric facilities across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property. In determining the locations for further installation the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors. Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement. Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantee agrees that should the utility lines and underground utility facilities constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this easement shall be of no further force and effect.

Signed the _____ day of _____, A.D., 20 _____.

Chair, West Haymarket JPA Board of Representation

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

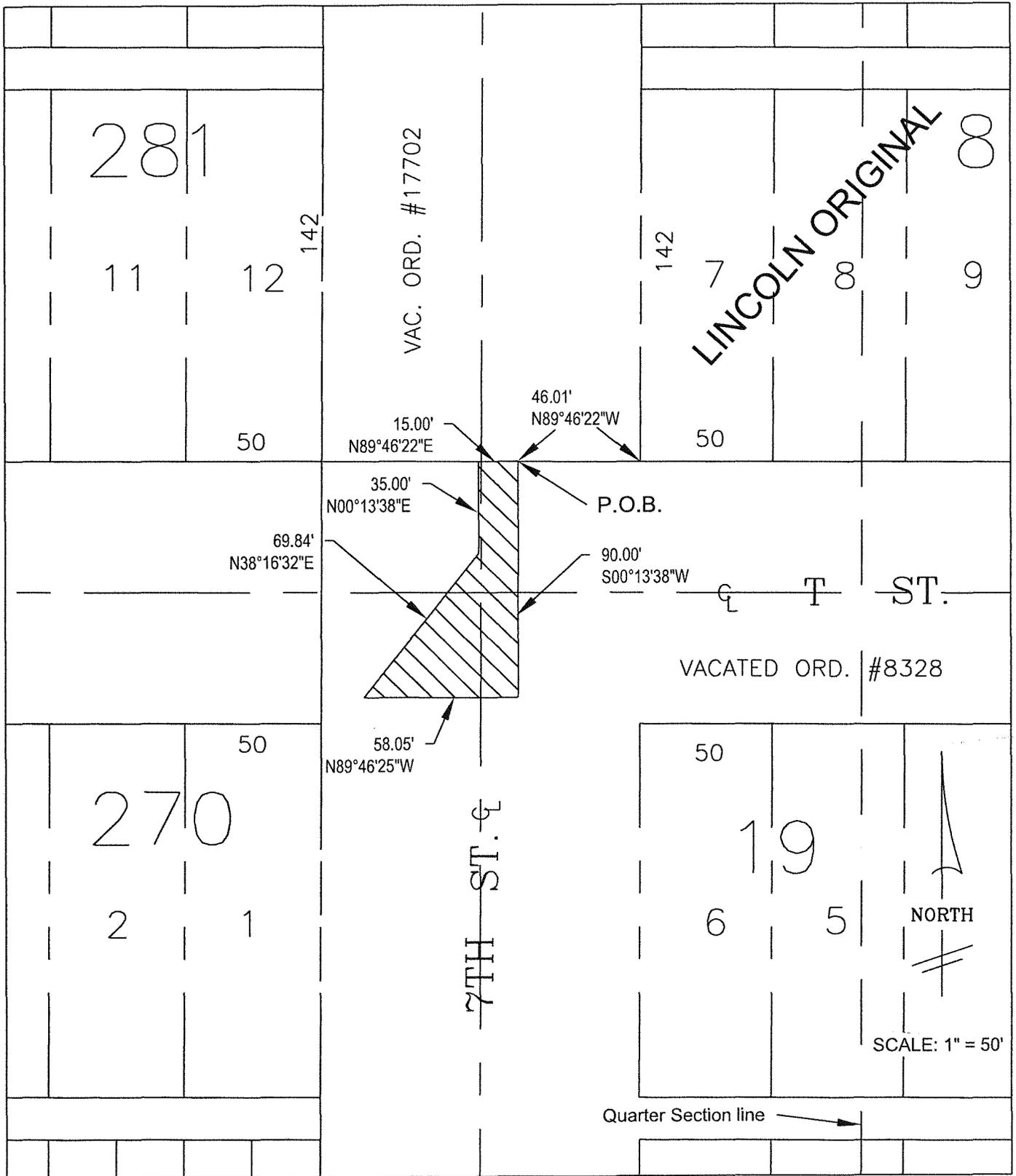
On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ Chair, West Haymarket JPA Board of Representation personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the _____ day of _____, 20_____.

Notary Public

Exhibit "A"
Page 1 of 2



Location of a Utility Easement in the intersection of vacated T Street and 7th Street, in the SW 1/4, Section 23, T. 10 N., R. 6 E of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Exhibit "A"
Page 2 of 2

A tract of land composed of a part of vacated "T" Street Right-of-Way (Ord #8328), located in the Southwest Quarter of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and is more particularly described as follows:

Commencing from the Southwest corner of Block 8, Original Town of Lincoln, said point also being the intersection of the North Right-of-Way line of "T" Street and the East Right-of-Way line of 7th Street; thence on an assumed bearing of N 89° 46' 22" W, along the North Right-of-Way line of said "T" Street, a distance of 46.01 feet to the true point of beginning; thence S 00° 13' 38" W a distance of 90.00 feet to a point; thence N 89° 46' 25" W a distance of 58.05 feet to a point; thence N 38° 16' 32" E a distance of 69.84 feet to a point; thence N 00° 13' 38" E a distance of 35.00 feet to a point on the North line of vacated "T" Street; thence N 89° 46' 22" E along the North line of vacated "T" Street Right-of-Way a distance of 15.00 feet to the point of beginning, said tract contains a calculated area of 2533.77 square feet (0.06acres) more or less.

EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That West Haymarket Joint Public Agency, a political Subdivision of the State of Nebraska, of Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1.00 for necessary equipment when set on the following described property, do hereby grant and convey unto the LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more) Windstream Nebraska, Inc.
Time Warner Entertainment – Advance/Newhouse Partnership

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate and remove all necessary underground electric facilities, communications lines and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows: Exhibit "A" Page 1 of 2 and Page 2 of 2 Attached hereto

The utility line and underground utility facilities herein contemplated shall be located on the property approximately as follows:

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said line and underground utility facilities.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines, underground electric facilities and equipment used in connection therewith.

The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any utility lines, however, in the event that all or part of the underground utility facilities which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have no obligation to replace or provide underground electric facilities across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property. In determining the locations for further installation the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors. Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement. Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantee agrees that should the utility lines and underground utility facilities constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this easement shall be of no further force and effect.

Signed the _____ day of _____, A.D., 20 _____.

Chair, West Haymarket JPA Board of Representation

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ Chair, West Haymarket JPA Board of Representation personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the _____ day of _____, 20_____.

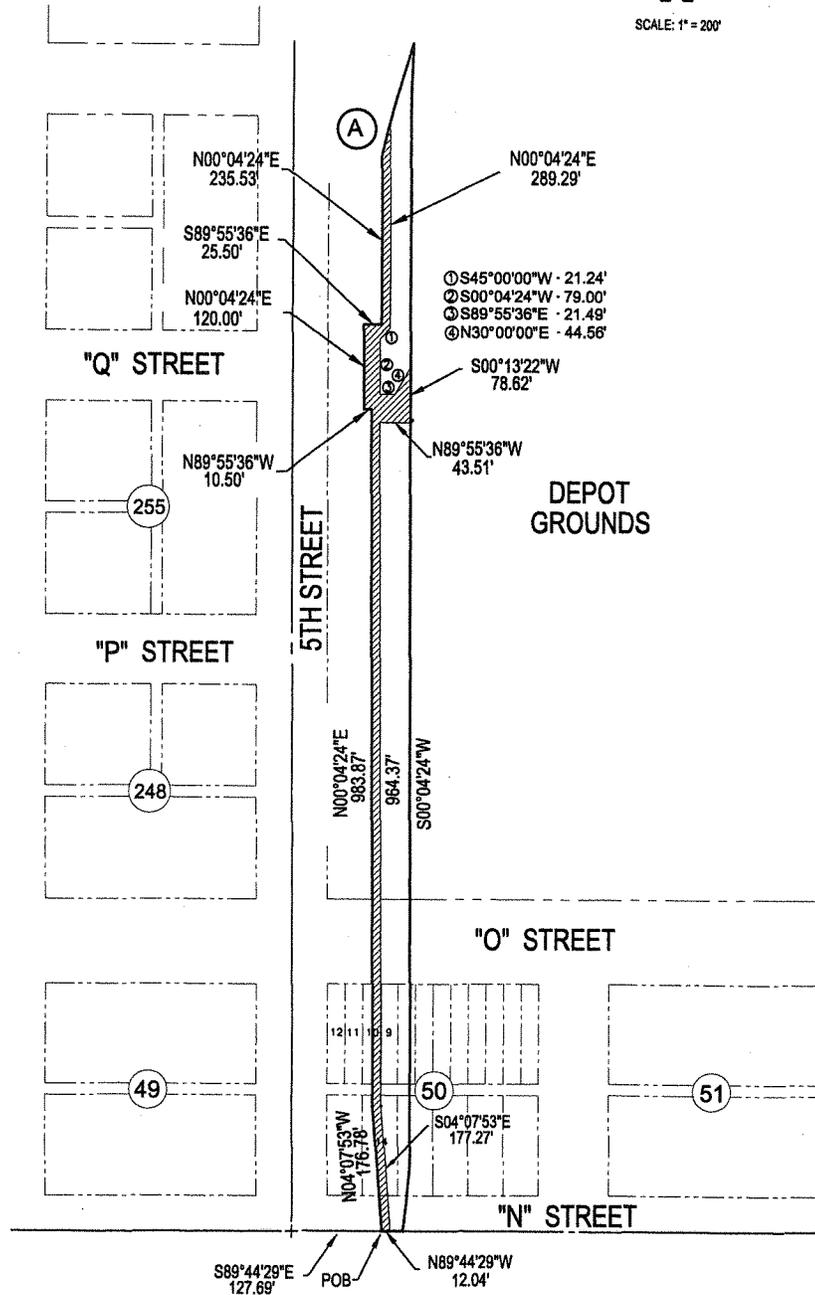
Notary Public

L.E.S. EASEMENT

Exhibit "A"

Page 1 of 2

(A) CURVE DATA:
 $\Delta = 2^\circ 51' 59''$
 $R = 1004.59'$
 $Arc = 50.26'$
 $C.B. = N13^\circ 53' 19'' E$
 $Crd = 50.25'$



LEGAL DESCRIPTION: A part of Lots 9,10 and 14, and a part of the East-West alley all in Block 50, Original Town, a part of "N" Street Right of Way, and a part of "O" Street Right of Way located in the NW.1/4 of Section 26, T10N, R6E and a part of "O" Street Right of Way and the Depot Grounds as platted in the Original Town, located in the SW.1/4 of Section 23 T10N. R.6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska

SCALE: 1" = 200'

DATE: 8/18/2011

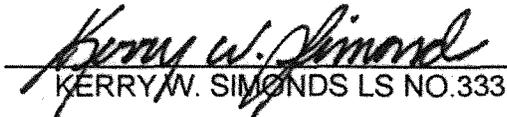
Exhibit "A"
Page 2 of 2

DESCRIPTION OF A PERMANENT ELECTRICAL UTILITY EASEMENT ACROSS A PART OF LOTS 9,10 AND 14, AND A PART OF THE EAST-WEST ALLEY ALL IN BLOCK 50, ORIGINAL TOWN, A PART OF "N" STREET RIGHT OF WAY, AND A PART OF "O" STREET RIGHT OF WAY LOCATED IN THE NW.1/4 OF SECTION 26,T10N,R6E AND A PART OF "O" STREET RIGHT OF WAY AND THE DEPOT GROUNDS AS PLATTED IN THE ORIGINAL TOWN, LOCATED IN THE SW.1/4 OF SECTION 23 T10N. R.6 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE INTERSECTION OF 5TH AND "N" STREET AS PLATTED IN THE CITY OF LINCOLN, THENCE IN AN EASTERLY DIRECTION, ON THE CENTERLINE OF "N" STREET, ON AN ASSUMED BEARING OF S 89°44'29" E FOR A DISTANCE OF 127.69' **TO THE POINT OF BEGINNING**
THENCE N 04°07'53" W FOR A DISTANCE OF 176.78'
THENCE N 00°04'24" E FOR A DISTANCE OF 983.87'
THENCE N 89°55'36" W FOR A DISTANCE OF 10.50'
THENCE N 00°04'24" E FOR A DISTANCE OF 120.00'
THENCE S 89°55'36" E FOR A DISTANCE OF 25.50'
THENCE N 00°04'24" E FOR A DISTANCE OF 235.53'
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.26', WITH A RADIUS OF 1004.59', WITH A CHORD BEARING OF N 13°53'19" E, WITH A CHORD LENGTH OF 50.25'
THENCE S 00°04'24" W FOR A DISTANCE OF 289.29'
THENCE S 45°00'00" W FOR A DISTANCE OF 21.24'
THENCE S 00°04'24" W FOR A DISTANCE OF 79.00'
THENCE S 89°55'36" E FOR A DISTANCE OF 21.49'
THENCE N 30°00'00" E FOR A DISTANCE OF 44.56'
THENCE S 00°13'22" W FOR A DISTANCE OF 78.62'
THENCE N 89°55'36" W FOR A DISTANCE OF 43.51'
THENCE S 00°04'24" W FOR A DISTANCE OF 964.37'
THENCE S 04°07'53" E FOR A DISTANCE OF 177.27'
THENCE N 89°44'29" W FOR A DISTANCE OF 12.04' **TO THE POINT OF BEGINNING AND**
CONTAINING A CALCULATED AREA OF 22114 SQUARE FEET,

I HEREBY CERTIFY THE LOCATION OF THE PROPOSED EASEMENT ACROSS THE PROPERTY DESCRIBED ABOVE, THE CENTERLINE OF WHICH WAS LOCATED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED THIS 18TH DAY OF AUGUST, 2011.


KERRY W. SIMONDS LS NO. 333



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. 3 to the Agreement for Environmental Remediation
4 Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public
5 Agency to include additional services set out in Task 7 and Task 8 for an additional total amount
6 of \$87,150.00 is hereby approved and the Chairperson of the West Haymarket Joint Public
7 Agency Board of Representatives is hereby authorized to execute said Amendment No. 3 on
8 behalf of the JPA.

9 The City Clerk is directed to return a fully executed original of Amendment No. 3 to
10 Alfred Benesch & Company, Attn: Gary Proskovec, 825 J Street, Lincoln, NE 68508.

11 Adopted this _____ day of September, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Tim Clare

Chris Beutler

AMENDMENT NO. 3
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 _____ 2011 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 to be added to the existing Agreement and covered by this Amendment shall include an expanded scope of environmental remediation consulting services for existing tasks. A detailed breakdown of scope and fee for this amendment is included in the attached "**Amendment no. 3 to Scope of Services.**"

The total estimated fee for completion of the work associated with this Amendment is \$87,150.00, which increases the total not-to-exceed contract amount from \$1,016,543.00 to \$1,103,693.00.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described in the attached "**Amendment no. 3 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

Title: _____

Environmental Consultant – Alfred Benesch & Company

By: _____

Title: _____

Amendment no. 3 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. 3 provides for expanded scope of services and fee for Task 7 – VCP Site Investigation and Task 8 – Site Investigation (Tile 200) as described below.

Task 7 – Voluntary Cleanup Program (VCP) Investigation

Original Estimated Fee: Time and Material – Cost not to Exceed \$153,340.00

This task initially included preparation of a work plan and investigation of the West Haymarket Remediation Site North (WHRSN) parcels. Due to construction schedule demands for the Arena and mixed use development areas, multiple iterations of the WHRSN work plan were necessary to address data gaps and to prioritize clearance of areas prior to earthwork/grading related to site development. Benesch prepared an interim investigation report and remedial action plan in April of 2011 in order to gain NDEQ concurrence on soil management plans related to the Arena site development scheduled to start in May of 2011. The report was approved by NDEQ and Arena site work proceeded on time.

Three field deployments were necessary to accommodate development schedules. Coupled with preparation of the interim investigation and remedial action report in April of 2011, the original estimated fee for this task is insufficient to complete all investigation and reporting requirements under the VCP for the WHRSN. Supplemental funding is required for the following:

- Field labor and Geoprobe subcontracting fees for multiple investigation deployments;
- Laboratory analytical fees;
- Additional monitoring well installation requested by NDEQ;
- Additional off-site sampling of soils/groundwater to determine background concentrations of arsenic;
- Additional round of groundwater sampling for all permanent monitoring wells; and
- Preparation of the final WHRSN Investigation Report

Supplemental funding required for completion of the above tasks:

Total Estimate: \$94,706.00

Less Available Task 7 Balance (as of 7/24/11): \$33,219.00

Total Net Supplemental Funding Request: \$61,487.00

FEE ESTIMATE			
PROJECT NAME:		WHRSN	
PROJECT LOCATION:		Lincoln, NE	
CLIENT:		City of Lincoln/JPA	
ITEM/DESCRIPTION		Task 7	
		RATE	VCP Investigation
LABOR			
		HRS	\$\$
Project Manager Uhlarik	\$150.00	24	\$3,600
Senior Scientist Imig	\$120.00	80	\$9,600
Project Engineer/Lim	\$120.00	40	\$4,800
Geochemist/Data Specialist/Lippoldt	\$122.00	60	\$7,320
Staff Scientist I/Geologist I	\$63.00	112	\$7,056
Staff Scientist II/Geologist II	\$89.00	80	\$7,120
Sr. Technician	\$81.00	40	\$3,240
Technician	\$61.00	40	\$2,440
Drafting/GIS/Sr. Technologist	\$98.00	40	\$3,920
TOTAL LABOR (HRS/\$)		516	\$49,096
EXPENSES			
ITEM/DESCRIPTION		RATE	UNITS
			\$\$
Lab Expenses	LS	1	\$25,000
Sub - Meter GPS Equipment	\$50.00	3	\$150
Water Level Indicator	\$50.00	10	\$500
Organic Vapor Meter	\$95.00	8	\$760
Drilling Services (Geoprobe)	\$2,000.00	8	\$16,000
Drilling Services (Monitoring Wells Installation)	\$3,000.00	1	\$3,000
On-site Lab Supplies	\$20.00	10	\$200
Total Expenses:			\$45,610
Task 7 Supplemental Fee:			\$94,706
Less Remaining Balance (through 7/24)			\$33,219
Net Supplemental Request Task 7:			\$61,487

This supplemental request brings the total authorized **Task 7 fee** for this contract to **\$214,827.00**.

Task 8 – T-200 Investigation

Original Estimated Fee – Time and Material – Cost not to Exceed \$42,995.00

The original scope and fee for this task included investigation of petroleum impacts in and around the Lincoln Depot location that have been historically tied to ongoing investigation and remediation of the free-product diesel fuel plume previously being addressed by the BNSF Railway Company (BNSF). One field deployment has been completed under this task that was coordinated with VCP investigation work under Task 7 in which Benesch installed, monitored and closed 8 temporary monitoring wells and submitted a “Tier 2” Site Investigation Report for a portion of the Lincoln Depot plume area. Under Tasks 10 and 15 of the original scope and fee for this project, Benesch designed and administered the excavation and disposal of approximately 14,000 cubic yards of petroleum – impacted soils and overburden that was completed from February through May of 2011 (the “Big Dig”).

NDEQ has required the installation of 7 additional monitoring wells in the vicinity of the Big Dig for purposes of monitoring groundwater for potential re-occurrence of free product. NDEQ has also required a supplemental investigation of areas east of the Big Dig including soil vapor sampling and free product verification along the Depot, USPS facility and the south-central portion of the mixed-use development area (generally south of the Arena and north of the “O” St. Viaduct). This effort will involve installation

and sampling of up to 5 temporary monitoring wells and 10-12 Geoprobe/soil vapor points to verify no free product or vapor levels of concern exist in these areas prior to NDEQ being able to allow closure of the site issues. The 7 wells must be monitored for one year to verify no free product is detected and a Tier 2 report will need to be updated and resubmitted to NDEQ for the site.

Supplemental funding required for completion of these tasks:

Total Estimate: \$43,140.00

Less Available Task 8 Balance (as of 7/24/11): \$17,477.00

Total Net Supplemental Funding Request: \$25,663.00

FEE ESTIMATE			
<u>PROJECT NAME:</u>		WHRSN	
<u>PROJECT LOCATION:</u>		Lincoln, NE	
<u>CLIENT:</u>		City of Lincoln/JPA	
ITEM/DESCRIPTION	RATE	Task 8	
		Site Investigation T-200	
LABOR		HRS	\$\$
Project Engineer/Lim	\$115.00	12	\$1,380
Staff Scientist I/Geologist I	\$75.00	48	\$3,600
Staff Scientist II/Geologist II	\$95.00	16	\$1,520
Sr. Technician	\$65.00	40	\$2,600
Survey/Staking	\$90.00	24	\$2,160
Drafting/GIS	\$50.00	16	\$800
TOTAL LABOR (HRS/\$)		156	\$12,060
EXPENSES			
ITEM/DESCRIPTION	RATE	UNITS	\$\$
Lab Expenses	LS	1	\$3,000
Sub - Meter GPS Equipment	\$50.00	1	\$50
Water Level Indicator	\$50.00	6	\$300
Organic Vapor Meter	\$95.00	2	\$190
Drilling Services (Geoprobe)	\$2,000.00	2	\$4,000
Drilling Services (Monitoring Wells Installation)	\$3,000.00	7	\$21,000
Drilling Services (Temporary Wells)	\$500.00	5	\$2,500
On-site Lab Supplies	\$20.00	2	\$40
Total Expenses:			\$31,080
Task 8 Supplemental Fee:			\$43,140
Less Remaining Balance (through 7/24)			\$17,477
Net Supplemental Request Task 8:			\$25,663

This supplemental request brings the total authorized **Task 8 fee** for this contract to **\$68,658.00**.

The total increase represented by this amendment no. 3 is **\$87,150.00** bring the contract total to **\$1,103,693.00**.

WH 11-75

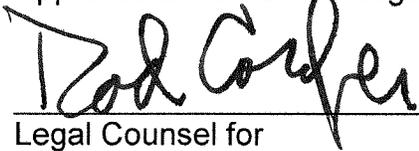
MOTION TO AMEND NO. 1

I hereby move to amend Bill No. WH 11-75 in the following manner:

1. Substitute the attached Amendment No. 3 to the Agreement for Environmental Remediation Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public Agency.

Introduced by:

Approved as to Form & Legality:



Legal Counsel for
West Haymarket Joint Public Agency

Requested by: Miki Esposito

Reasons for Request: To change the total estimated fee for completion of the work associated with Amendment No. 3 from \$87,150.00 to \$0.

AMENDMENT NO. 3
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 _____ 2011 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 to be added to the existing Agreement and covered by this Amendment shall include an expanded scope of environmental remediation consulting services for existing tasks. A detailed breakdown of scope and fee for this amendment is included in the attached "**Amendment No. 3 to Scope of Services.**"

This Amendment does not require or authorize additional funding. Required supplemental funding for Tasks 7 and 18 (total \$65,000.00) as further described in this Amendment will be re-allocated from Task 14 to Tasks 7 and 18 as appropriate. The total not-to-exceed contract amount remains at \$1,016,543.00.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described in the attached "**Amendment No. 3 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

Title: _____

Environmental Consultant – Alfred Benesch & Company

By: Allen J. Jamba
Title: V.P.

Amendment No. 3 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. 3 provides for expanded scope of services and fee for Task 7 – VCP Site Investigation and Task 18 – BNSF/Alter Investigation as described below.

Task 7 – Voluntary Cleanup Program (VCP) Investigation

Original Estimated Fee: Time and Material – Cost not to Exceed \$153,340.00

This task initially included preparation of a work plan and investigation of the West Haymarket Remediation Site North (WHRSN) parcels. Due to construction schedule demands for the Arena and mixed use development areas, multiple iterations of the WHRSN work plan were necessary to address data gaps and to prioritize clearance of areas prior to earthwork/grading related to site development. Benesch prepared an interim investigation report and remedial action plan in April of 2011 in order to gain NDEQ concurrence on soil management plans related to the Arena site development scheduled to start in May of 2011. The report was approved by NDEQ and Arena site work proceeded on time.

Three field deployments were necessary to accommodate development schedules. Coupled with preparation of the interim investigation and remedial action report in April of 2011, the original estimated fee for this task is insufficient to complete all investigation and reporting requirements under the VCP for the WHRSN. Supplemental funding is required for the following:

- Field labor and Geoprobe subcontracting fees for multiple investigation deployments;
- Laboratory analytical fees;
- Additional monitoring well installation requested by NDEQ;
- Additional off-site sampling of soils/groundwater to determine background concentrations of arsenic;
- Additional round of groundwater sampling for all permanent monitoring wells; and
- Preparation of the final WHRSN Investigation Report

Supplemental funding required for completion of the above tasks:

Total Estimate:	\$88,219.00
Less Available Task 7 Balance (as of 7/24/11):	\$33,219.00
Total Net Supplemental Funding Request:	\$55,000.00

ITEM/DESCRIPTION	RATE	Task 7	
		VCP Investigation	
LABOR		HRS	\$\$
Project Manager Uharik	\$150.00	24	\$3,600
Senior Scientist Imig	\$120.00	80	\$9,600
Project Engineer/Lim	\$120.00	40	\$4,800
Geochemist/Data Specialist/Lippoldt	\$122.00	60	\$7,320
Staff Scientist I/Geologist I	\$63.00	112	\$7,056
Staff Scientist II/Geologist II	\$89.00	80	\$7,120
Sr. Technician	\$81.00	40	\$3,240
Technician	\$61.00	40	\$2,440
Drafting/GIS/Sr. Technologist	\$98.00	40	\$3,920
TOTAL LABOR (HRS/\$)		516	\$49,096
EXPENSES		UNITS	\$\$
ITEM/DESCRIPTION	RATE		
Lab Expenses	LS	1	\$25,000
Sub - Meter GPS Equipment	\$50.00	3	\$150
Water Level Indicator	\$50.00	10	\$500
Organic Vapor Meter	\$95.00	8	\$760
Drilling Services (Geoprobe)	\$2,000.00	5	\$10,000
Drilling Services (Monitoring Wells Installation)	\$2,513.00	1	\$2,513
On-site Lab Supplies	\$20.00	10	\$200
Total Expenses:			\$39,123
Task 7 Supplemental Fee:			\$88,219
Less Remaining Balance (through 7/24)			\$33,219
Net Supplemental Request Task 7:			\$55,000

In order to utilize existing available funds, **\$55,000.00** will be re-allocated from the Task 14 (VCP Remedial Action Oversight) fee to Task 7 bringing the total authorized fee for Task 7 to **\$208,340.00**.

Task 18 – BNSF/Alter Investigation

Original Estimated Fee – Time and Material – Cost not to Exceed \$41,750.00

The original scope and fee for this task included a limited amount of laboratory fees for completion of PCB analysis at the site. EPA Region 7 has specified substantially more testing than originally budgeted so a contingency of **\$10,000.00** to cover supplemental drilling and laboratory analysis is required for completion of this task. In order to utilize existing available funds, \$10,000.00 will be re-allocated from Task 14 (VCP Remedial Action Oversight) to Task 18 bringing the total authorized fee for Task 18 to **\$51,750.00**.

The resulting net authorized fee for Task 14 after re-allocation to Tasks 7 and 18 is **\$4,100.00**. The scope of work for Task 14 is also adjusted accordingly to provide a commensurate level of effort for oversight of remedial construction in the WHRSN.

There is no increase in the total authorized fee for the project at this time.

RESOLUTION NO. WH- _____

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

3 That the attached Amendment No. 1 to Consultant Agreement between P.C. Sports and
4 the West Haymarket Joint Public Agency to amend the Scope of Services to provide professional
5 services in connection with the peer review of the DEC Haymarket Central Energy Plan
6 Mechanical and Electrical Design for a fixed fee of \$11,400 plus reasonable expenses is hereby
7 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
8 Representatives is hereby authorized to execute said Amendment No. 1 on behalf of the JPA.

9 Adopted this _____ day of September, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Tim Clare

Chris Beutler

AMENDMENT NO. 1 TO
CONSULTANT AGREEMENT

THIS AMENDMENT NO. 1 is entered into this 16th day of September, 2011, by and between the West Haymarket Joint Public Agency, hereinafter referred to as "JPA" and P.C. Sports, hereinafter referred to as "Consultant."

The parties hereby agree that the Scope of Services attached to the Consultant Agreement be amended to add the attached peer review of the DEC West Haymarket Central Energy Plant Mechanical and Electrical Design for a fixed fee of \$11,400.00 plus reasonable expenses.

IN WITNESS WHEREOF, Consultant and the JPA do hereby execute this Amendment No. 1 to Consultant Agreement as of the execution date set forth above.

WEST HAYMARKET
JOINT PUBLIC AGENCY

By: _____
Chair

P.C. SPORTS

By: _____
Title:

SCOPE OF SERVICES
PEER REVIEW

PC Sports will hire a qualified consultant and facilitate an independent peer review on the current design of the District Energy facility proposed for the West Haymarket arena development project. This project review will consist of a plan review and report on the current mechanical and electrical system design for DEC Energy. The focus of the report will be to review each system and determine if systems are properly sized and designed per industry standards. The report will include bullet point review of the mechanical and electrical system design based on the set of plans. HDR-Omaha will complete this review for a Fixed Fee of \$11,400 plus typical reimbursable expenses.