

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD TUESDAY, November 18, 2014 AT 3:00 P.M.

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

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)
2. Reports and Communications Received: Letter from BKD dated October 13, 2014 summarizing BKD's planned scope and timing for the August 31, 2014 audit of the financial statements of the West Haymarket Joint Public Agency. (No Action Required)
3. Public Comment and Time Limit Notification Announcement (Chair Beutler)

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

4. Approval of the minutes from the JPA meeting held September 23, 2014 (Chair Beutler)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
5. Approval of September and October 2014 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
6. Review of September and October 2014 Expenditure Reports (Steve Hubka)
 - Public Comment
7. WH 14-30 Resolution to approve the Letter Agreement to engage BKD to perform an audit of the West Haymarket Joint Public Agency financial statements in accordance with generally accepted auditing standards for the year ended August 31, 2014. (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
8. WH 14-31 Resolution approving a Parking Rights Agreement with Olsson Associates, Inc. for the lease of parking spaces in the Blue 3 Parking Garage. (Wayne Mixdorf)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
9. WH 14-32 Resolution authorizing City of Lincoln Parking Services to operate, manage and set parking rates for the West Haymarket Joint Public Agency. (Chris Connolly)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

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

www.pinnaclebankarena.com
www.lincoln.ne.gov

10. WH 14-33 Resolution to approve Amendment No. 11 to the Agreement for Environmental Remediation Consulting Services with Alfred Benesch & Company. (Paula Portz)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

11. WH 14-35 Resolution to approve a Parking Rights Agreement between the West Haymarket Joint Public Agency and the City of Lincoln regarding the use of the West Depot Parking Lot and Construction Parking Lot for City public parking. (Adam Hoebelheinrich/Wayne Mixdorf)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

12. WH 14-36 Resolution approving Change Order No. 3 to the Contract Agreement between the JPA and Hawkins Construction Company for construction of the West Haymarket Parking Lot, Festival Space, and Pedestrian Bridge. (Caleb Swanson)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

13. Set Next Meeting Date: Thursday, December 11, 2014 at 3:00 p.m. in the County-City Building City Council Chambers Room 112

14. Motion to Adjourn

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

www.pinnaclebankarena.com

www.lincoln.ne.gov

October 13, 2014

Board of Representatives
West Haymarket Joint Public Agency
City of Lincoln, Nebraska

The purpose of this communication is to summarize various matters related to the planned scope and timing for the August 31, 2014 audit of the financial statements of the West Haymarket Joint Public Agency ("West Haymarket JPA").

Please refer to our engagement letter dated August 28, 2014 for additional information and the terms of our engagement.

OVERVIEW

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

PLANNED SCOPE & TIMING

We have preliminarily identified the following areas of significant risks of material misstatement due to error or fraud and propose to address these areas as described:

Risk Area	Audit Approach
Risk of management override of controls	Evaluate accounting estimates for bias, test journal entries, challenge business rationale for unusual transactions
Improper revenue recognition	Test a sample of agreements for various arena suites, loge boxes and club seats, and the arena naming rights to ensure the correct advance payment was recorded and is being amortized into revenue over the appropriate period

Risk Area

Occupation taxes

Audit Approach

Challenge methods for tracking and recording tax revenues and the related receivable, compare recorded amounts to budget, test selected individual receipts for propriety

We welcome any input you may have regarding the risk areas identified above, any other significant risk areas in your opinion or other matters you believe warrant particular attention.

We propose the following timeline:

- Drafts of the financial statements and management letter, together with our letter regarding auditor responsibilities, will be furnished in December 2014
- Final reports will be issued in January 2014

CONTACTS

We understand the appropriate person in the governance structure with whom to communicate is Mr. Steve Hubka, Treasurer.

If for any reason, any member of the Board of Representatives would need to contact us, please call Chris Lindner or Robyn Devore, at (402) 473-7600.

ACCOUNTING & AUDITING MATTERS

The following matters are, in our judgment, relevant to the planned scope of the audit as well as your responsibilities in overseeing the financial reporting process.

Critical Accounting Policies and Practices

- Recording of occupation tax revenues and tracking of related receivable
- Recording of revenues related to agreements for arena suites, loge boxes and club seats, and the arena naming rights
- Proper financial statement presentation for inclusion within the City of Lincoln's Comprehensive Annual Financial Report

New Governmental Accounting Standards Board (GASB) Pronouncements

- GASB Statement No. 66, *Technical Corrections-2012, An Amendment of GASB Statements No. 10 and No. 62*
- GASB Statement No. 67, *Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25*
- GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*

CONSIDERATION OF ERRORS OR FRAUD

One of the most common questions we receive from governing bodies is, "How do you address fraud in a financial statement audit?" Our responsibility, as it relates to fraud, in an audit of financial statements is addressed in auditing standards generally accepted in the United States of America.

Our audit approach includes such procedures as:

- Engagement Team Brainstorming
 - Discussions include how and where they believe the entity's financial statements might be susceptible to material misstatement due to errors or fraud, how management could perpetrate and conceal fraudulent financial reporting and how assets of the entity could be misappropriated
 - An emphasis is placed on the importance of maintaining the proper state of mind throughout the audit regarding the potential for material misstatement due to errors or fraud
- Inquiries of Management and Others
 - Personnel interviewed include the Mayor of the City of Lincoln, the West Haymarket JPA Treasurer and others
 - Inquiries are directed towards the risks of errors or fraud and whether personnel have knowledge of any fraud or suspected fraud affecting the entity
- Reviewing Accounting Estimates for Bias
- Evaluating Business Rationale for Significant Unusual Transactions
- Incorporating an Element of Unpredictability Into the Audit Each Year

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This communication is intended solely for the information and use of those charged with governance, Board of Representatives and management and is not intended to be and should not be used by anyone other than these parties.

BKD, LLP

CJL/RAD/amw

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
September 23, 2014

Meeting Began At: 3:03 P.M.

Meeting Ended At: 3:37 P.M.

Members Present: Chris Beutler, Tim Clare, Doug Emery

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

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

Item 2 -- Public Comment and Time Limit Notification

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

Item 3 -- Approval of the minutes from the JPA meeting held June 18, 2014

Beutler asked for corrections or changes to the minutes of the June 18, 2014 JPA meeting. Emery moved approval of the minutes as presented. Clare seconded the motion. Motion carried 3-0.

Item 4 -- Approval of June, July, and August 2014 Payment Registers

Steve Hubka, City Finance Director, presented the 2014 payment registers for June, July, and August. Each item is sorted as to whether the item is out of the Operating Budget, the Phase I Budget, or the Phase II Budget.

The June operating budget shows interest payments on the debt service for approximately \$7 million, UNL rent settlement for loge box revenues, and the sales tax payment to settle the issue with the Department of Revenue. Those items total \$8,579,000. There was minimal out of Phase I. Phase II payments were \$2,847,000 for parking garages. For all three June budgets totaled \$11.7 million.

In July there was a transfer of funds for the operating part of the arena for \$465,000 from the operating budget. Again, there was minimal out of Phase I and Phase II payments were for parking garage construction.

There was nothing unusual out of the operating budget for August. Phase I continued to run about \$300,000 and Phase II continued parking garage construction payouts.

Hubka reported that signatures are being obtained, and everything is on budget.

Beutler asked if there were requests for payments that were particularly unusual, legally dubious, or involved questions of interpretation. Hubka responded that they were receiving invoices during the time period from CSL Legends, but it was an agreed upon situation. Otherwise, nothing notable.

Beutler invited public comment. Being none, Clare moved approval of the payment registers. Emery seconded the motion. Motion carried 3-0.

Item 5 -- Review of June, July, and August 2014 Expenditure Reports

Hubka presented the June, July, and August Expenditure Reports reflecting the activity shown in the payment registers. Later on the agenda there will be amendments for Phase I and Phase II and some line items will change if those are approved. This does reflect an extra payment to UNL for premium seating arrangements as there were two payments this fiscal year. Moving forward there will be only one payment per year. Responding to Emery, Hubka confirmed that this was just a timing issue as the first and second payments were in the first year. There was no public comment and no action was required.

Item 6 – WH 14-24 Resolution to approve the grant of an easement for underground utility lines, underground utility facilities, and/or at-grade equipment to Lincoln Electric System at the former Alter Metal site located in a portion of Outlot C, West Haymarket Addition.

Adam Hoebelheinrich, P.C. Sports, introduced this item explaining it was for a slight addition to two easements currently held by Lincoln Electric System (LES) south of “N” Street on the south Alter property. LES has some interest in installing a loop to their power grid in the next six to eight months to provide future loads to the area. LES is willing to do a bore to stay below the area where environmental remediation will need done on the soil next year. To do that the bore has to come back up to meet their other lines, so the best route includes this sliver of an easement. It is an area close to the railroad tracks that is basically unbuildable. Emery asked if the remediation is something that has been known and planned for, which Hoebelheinrich confirmed is the case. They are confident the bore will stay well below those levels.

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

Item 7 – WH 14-25 Resolution to approve a Letter Agreement between the West Haymarket Joint Public Agency and Guardian Industries Corp. regarding replacement of four broken glass units at Pinnacle Bank Arena and any future claims if additional breakage occurs.

Hoebelheinrich related that this resolution is for an agreement with Guardian, which is the supplier of the arena glass. There were four to six glass panels that broke and there were found to be inclusions, specs of dust, etc. Inclusions in glass are normal during the glass process, but in order to maintain the relationships, Guardian has agreed to extend the warranty on the glass. It will now go from when it was manufactured in September 2012 to 2018. If there are any breakages due to inclusions, they will replace the glass free of charge. As part of the agreement, the JPA will waive any claims against Guardian associated with the broken glass. This is fairly standard in the glass industry. Hoebelheinrich confirmed for Clare that these panes were the glass panes broken when the arena opened and there was found to be no vandalism involved. Emery asked if there was another possible claim other than replacement of the glass. Hoebelheinrich agreed that would be the claim and stated it was a good deal for the JPA with Guardian extending the warranty.

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

Item 8 – WH 14-26 Resolution to approve a Right-of-Entry Agreement between the West Haymarket Joint Public Agency and Argent, Inc. for access to Lot 1, Block 8, West Haymarket Addition (Lumberworks).

Tim Sieh, City Attorney's Office, introduced the resolution. This right-of-entry agreement allows Argent to go onsite to do some soil testing and surveying in order to finalize plans for the project. They were chosen as the developer for that site.

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

Item 9 – WH 14-27 Resolution approving the adoption of the 2014-2015 JPA Operating Budget.

Hubka presented the JPA Operating Budget for the year that began September 1, 2014 and runs through August 31, 2015. There were some changes in the budget increasing the overall amount from \$21.7 million to \$25.6 million.

Some of the larger increases included \$1,521,329 of additional commissions. That was partially funded by a re-appropriation of amounts in the 2013-2014 Budget. An amount of \$919,000 was still available that was previously budgeted. There was \$880,000 of additional parking management expenses due to there being two new garages. There was \$1,096,000 in additional debt service, primarily because we are starting to pay principal on the issued Phase II bonds. Another \$600,000 was budgeted for District Energy Corp. payments; based on the fact that there is more development with more buildings to serve, plus having a year of history of actual costs.

Within this resolution, there is also a re-appropriation of \$35,000 budgeted in 2013-2014 for cleanup of the JPA property by the City Mission. This was just recently completed.

Clare wondered if Hubka saw surprises from what he anticipated. Hubka responded that there are things that come up, such as the miscellaneous cleanup. Obviously, the debt service is the lion's share of the budget and they now have that scheduled out for the next 30 years, which should reflect stability for largest part of the budget. Principle payments on the \$300 million in bonds begin in 2020-2021. That will reflect a huge increase. Clare asked where we are in relationship to Occupation Tax and future anticipated amounts. Hubka relayed that we took in \$14,361,000 this year. That is up \$1.1 million over prior year. In looking at what was projected, it would have taken us until 2020 to take in that amount of money, so that is going exceptionally well. For calendar year to date, the collections are up 8% over prior year. So, doing future projections there is a base that is growing rapidly. Hubka does not have the exact breakdown, but the majority is from bars and restaurants with about 600 taxpayers. They are under budget because commissions not previously paid are being moved to the upcoming budget for 2014-2015. Once processes are on the same fiscal year with UNL, the payments will go to one per year instead of the two shown this year.

Responding to Beutler's inquiry, Hubka affirmed that he also keeps track of non-payment of occupation taxes. The rate of non-payments has improved and leveled off. Every month he signs 10-15 assessment letters for non-payment and they are repeat businesses many times. His area has tightened up their processes such that they do not let those businesses get more than a month behind before sending a

letter. They have a few payment plans. In summary, compliance is better and Finance has an improved tracking process.

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

Item 10 – WH 14-28 Resolution approving the September 23, 2014 Proposed Program Budget - Phase I and September 23, 2014 Proposed Program Budget - Phase II.

Hubka explained that this resolution is for the Program Budget that is an ongoing budget that has been amended every eight to ten months over the course of the project. The frequency should decline as we are moving to the end of the capital project. In the proposed changes, they are moving amounts into specifically budgeted line items, including the Breslow Ice Center for \$1,927,000. This includes the \$2 million previously shown in Contingency. This is not reflected as \$2 million or greater since there is some offsetting savings in that line item. In addition, they are moving amounts to Contingency as dollars remain in line items for completed parking and road projects. This is the same for the site purchase and bond-related costs. The Contingency budget is actually increasing by \$1,308,126, leaving a total in what is identified as Contingency of \$10,348,000. There is also \$2.2 million of Contingency in with the arena/garage construction line item. Therefore, overall, there is \$12.5 million of Contingency remaining.

On Phase II, for Parking Garages 2 and 3, monies were moved from Contingency to parking for streetscape work. There is \$421,984 left in Contingency for parking garages. The uses and need for those funds are being reduced as garages are now open.

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

Item 11 – WH 14-29 Report of Settlement Agreement under Neb. Rev. Stat. § 84-713 (Non-Tort Claims) with Legends Sales and Marketing, LLC and Resolution authorizing settlement.

Jocelyn Golden, City Attorney's Office, reported this proposed settlement agreement with Legends Sales and Marketing, LLC was in response to a lawsuit filed against the JPA at the end of 2013. The lawsuit relates to a dispute over commissions due to Legends because of a prepayment by Pinnacle Bank for the arena naming rights. Legends alleged that the JPA owed them an additional \$596,051 in commissions per the naming rights contract. They conducted discovery in the lawsuit and engaged in settlement negotiations. The settlement asks the JPA to pay an additional \$469,052 in commissions to Legends. This settlement agreement will also ratify a commission reduction of \$100,000 negotiated previously with Legends.

Clare asked for clarification on the lawsuit. Golden confirmed that Pinnacle elected to prepay for the naming rights instead of doing over time in order to get a 4% reduction. The dispute simply arose out of contract language on whether Legends was due commissions based on the total amount negotiated or the prepayment amount. Responding to Emery, Hubka explained that the money is included in the just approved operating budget.

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

Follow-up Item

Mike Miller, Lancaster County Breastfeeding Coalition, was before the Board with a follow-up inquiry. Two meetings ago, he was asked to make an appointment with Tom Lorenz to seek space in the arena for breastfeeding and lactation pumping. They, and a manager from Bryan LGH who is also a member of the Coalition, met and found space. There are several opportunities or solutions available. He originally went to the City Council because he does not believe the arena construction was mother and baby friendly. He was sent to the JPA, and believes they are at the point where authority and budget is needed from the JPA Board to move forward.

Beutler thanked Miller for the reminder and apologized for the delay. There needs to be a staff meeting on the issue, so they will need additional time for discussion. Miller can follow up with Jon Carlson in the Mayor's Office, but Beutler asked again that he do so after giving them time for discussion. In response to Miller, Clare stated that he thinks it warrants discussion and he could not confirm at this time if he believes improvement is needed. Tom Lorenz, SMG, agreed more discussion is needed.

Item 12 -- Set Next Meeting Date

The next meeting is scheduled for Thursday, October 9, 2014 at 3:00 p.m. in the County-City Building City Council Chambers Room 112. Board members discussed delaying or cancelling the October meeting. Chris Connolly, City Attorney's Office, did not see a problem delaying for a week or so, but there may be items that need to come before the board prior to November. Beutler will have staff look at schedules to adjust that meeting date.

Item 13 -- Motion to Adjourn

Being no further business, Emery moved adjournment of the meeting. Clare seconded the motion. Motion carried 3-0. The meeting adjourned at 3:37 p.m.

Prepared by: Pam Gadeken, Public Works & Utilities

West Haymarket Joint Public Agency
 Payment Register
 9/1/2014 through 9/30/2014

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
607052	Kristiopher Leiting	Red 1 Aug 2014 refund	OP	06096	W Haymarket Parking Revenue	PV	1563431	70.00	09/03/14	522025
607053	Abby Johnson	1/2 mo Aug 2014 at Red 1	OP	06096	W Haymarket Parking Revenue	PV	1563464	35.00	09/03/14	522026
607055	Haley Smith	1/2 mo Aug 2014 at Red 1	OP	06096	W Haymarket Parking Revenue	PV	1563430	42.50	09/03/14	522027
607057	Mike Peltz	1/2 mo Aug 2014 at Red 1	OP	06096	W Haymarket Parking Revenue	PV	1563429	42.50	09/03/14	522028
76881	Windstream	Billing Number 402-477-6387	OP	06095	W Haymarket Surplus/ O & M	PV	1565976	66.19	09/10/14	522384
76881	Windstream	Billing Number 402-477-6387	OP	06095	W Haymarket Surplus/ O & M	PV	1565976	31.52	09/10/14	522384
607079	Emily Firestine	A NIGHT OF HOPE8/25/14 AT RED1	OP	06096	W Haymarket Parking Revenue	PV	1565394	5.00	09/10/14	522389
607080	Sheila Fong	A NIGHT OF HOPE8/25/14 AT RED1	OP	06096	W Haymarket Parking Revenue	PV	1565395	5.00	09/10/14	522390
607127	Elizabeth Zimmerman	2014 FB SEASON PASS AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1565369	210.00	09/10/14	522391
607128	Bryon Morrow	FB MCNEESE ST 09/06/14 AT RED1	OP	06096	W Haymarket Parking Revenue	PV	1565393	20.00	09/10/14	522392
31827	Jacob North LLC-Print & Media Solu	Finance Department/JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1565947	56.00	09/11/14	73513
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1565950	602.61	09/11/14	73534
53356	Lincoln Electric System	605 N 8th St, Pk Lot Lgh	OP	06095	W Haymarket Surplus/ O & M	PV	1565952	74.52	09/11/14	73534
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1565956	28.17	09/11/14	73590
102154	Public Building Commission	Space Rental 09/14	OP	06095	W Haymarket Surplus/ O & M	PV	1565989	38.75	09/11/14	73596
102154	Public Building Commission	Space Rental 09/14	OP	06095	W Haymarket Surplus/ O & M	PV	1565989	80.50	09/11/14	73596
406174	BKD LLP	Client#: 0081643	OP	06095	W Haymarket Surplus/ O & M	PV	1565960	4,500.00	09/11/14	73642
588846	District Energy Corp	Customer WHymktJPA	OP	06095	W Haymarket Surplus/ O & M	PV	1565985	137,000.00	09/11/14	73668
588846	District Energy Corp	Customer WHymktJPA	OP	06095	W Haymarket Surplus/ O & M	PV	1565985	51,851.82	09/11/14	73668
131481	Public Works Business Office	City Staff	OP	06095	W Haymarket Surplus/ O & M	PV	1568178	163.74	09/17/14	522858
148582	Aon Risk Services Central Inc	Client Account 570000045876	OP	06095	W Haymarket Surplus/ O & M	PV	1568174	30,233.00	09/18/14	73813
148582	Aon Risk Services Central Inc	Client Account 570000045876	OP	06095	W Haymarket Surplus/ O & M	PD	1568175	5,593.11	09/18/14	73813
222586	Don Herz	WH00261 Jan-Aug 2014	OP	06095	W Haymarket Surplus/ O & M	PV	1568172	1,691.25	09/18/14	73832
596579	SMG	Customer Number 000889	OP	06095	W Haymarket Surplus/ O & M	PV	1568173	203,800.00	09/18/14	73888
82350	Nebraska Department of Revenue	NE Waste Reduction Fee	OP	06095	W Haymarket Surplus/ O & M	PV	1570339	25.00	09/24/14	523348
324566	Union Bank & Trust Company	WHJPA Bonds Series 2011	OP	195031	JPA 2011 Debt Service	PV	1569967	424.00	09/24/14	523349
401541	New Heights Tree Service	Tree clearing at 2nd and Q lot	OP	06095	W Haymarket Surplus/ O & M	PV	1569969	21,885.00	09/24/14	523350
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 08/14	OP	06095	W Haymarket Surplus/ O & M	PV	1569971	9,011.70	09/24/14	523351
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 08/14	OP	06095	W Haymarket Surplus/ O & M	PV	1569971	3,295.49	09/24/14	523351
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 08/14	OP	06095	W Haymarket Surplus/ O & M	PV	1569971	29,802.02	09/24/14	523351
601530	David Myers	2014 MEN'S BB SEASON PASS RED	OP	06096	W Haymarket Parking Revenue	PV	1569772	112.00	09/24/14	523352
601530	David Myers	2014 MEN'S BB SEASON PASS RED	OP	06096	W Haymarket Parking Revenue	PV	1569773	112.00	09/24/14	523352
607238	Jane Sloboth	MCNEESE ST 9/6/14 AT RED1	OP	06096	W Haymarket Parking Revenue	PV	1569522	20.00	09/24/14	523353
599315	Legends Sales & Marketing, LLC	Commission Installment 1 of 2	OP	06095	W Haymarket Surplus/ O & M	PV	1571067	1,414,164.50	09/25/14	26335

Category total 1,903,906.67

82368	State of Nebraska	July,2014 monitoring act#637	PH1	870602	WH Voluntary Clean-up Program	PV	1565262	2,281.92	09/10/14	522385
111472	Nebraska Printing Center Inc	Cust 0001102	PH1	870100	WH Arena	PV	1565836	2,638.20	09/10/14	522386
27713	Midwest Steel Works Inc	Install seat gap rails	PH1	870100	WH Arena	PV	1564425	23,700.00	09/11/14	73507
53356	Lincoln Electric System	200 N 7th, 7/24-8/21/14	PH1	870305	WH Core Area Roadway & Utility	PV	1565263	284.70	09/11/14	73534
98642	Information Services	Urban Development UDP	PH1	870606	WH Alter Brownfield Site	PV	1568171	289.86	09/17/14	522857
248647	Lincoln Depot Limited Partnership	Improvements per WH00555	PH1	870908	WH Other Private Prop Acqstns	PV	1568501	50,000.00	09/17/14	522859
36812	Culligan of Lincoln	Install,softener + salt	PH1	870100	WH Arena	PV	1567894	155,287.50	09/25/14	73940
41507	Sampson Construction	Aug,2014 Infrastruc Improv	PH1	870307	WH Streetscape	OV	1567878	47,943.00	09/25/14	73951
602078	Hausmann-Dunn, a Joint Venture	Deck 1 work, Aug,2014	PH1	870202	WH Parking Garage #1	OV	1569118	93,666.00	09/25/14	74126

Category total 376,091.18

431100	City of Lincoln - Parking	Parking Signage,Dickey & Brnhm	PH2	870206	WH Parking Garage #3 P2	PV	1565261	33,250.71	09/10/14	522388
431100	City of Lincoln - Parking	Parking Signage,Dickey & Brnhm	PH2	870205	WH Parking Garage #2 P2	PV	1565261	22,775.54	09/10/14	522388

West Haymarket Joint Public Agency
 Payment Register
 9/1/2014 through 9/30/2014

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
37233	Olsson Associates	Deck 3 work, 7/6-8/2/14	PH2	870206	WH Parking Garage #3 P2	OV	1564420	235.50	09/11/14	73521
37233	Olsson Associates	Deck 2 work,7/6-8/2/14	PH2	870205	WH Parking Garage #2 P2	OV	1564421	2,025.25	09/11/14	73521
39781	Davis Design	Deck#3 work in Aug,2014	PH2	870206	WH Parking Garage #3 P2	OV	1567867	12,778.42	09/25/14	73947
41507	Sampson Construction	Aug,2014 Ph2 Streetscape	PH2	870309	WH Streetscape P2	OV	1567880	289,965.00	09/25/14	73951
602078	Hausmann-Dunn, a Joint Venture	Deck 2 work, Aug,2014	PH2	870205	WH Parking Garage #2 P2	OV	1569117	589,761.00	09/25/14	74126
602078	Hausmann-Dunn, a Joint Venture	Deck 3 work, Aug,2014	PH2	870206	WH Parking Garage #3 P2	OV	1569117	706,929.00	09/25/14	74126
Category total								1,657,720.42		
Grand total								3,937,718.27		

West Haymarket Joint Public Agency
 Payment Register
 10/1/2014 through 10/31/2014

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
76881	Windstream	Billing Number 402-477-6387	OP	06095	W Haymarket Surplus/ O & M	PV	1571554	98.97	10/01/14	523673
131481	Public Works Business Office	City Staff	OP	06095	W Haymarket Surplus/ O & M	PV	1571492	60.88	10/01/14	523674
607251	Dale J Mueller	2014 WOMEN BB SEASON PASS	OP	06096	W Haymarket Parking Revenue	PV	1570665	95.00	10/01/14	523675
607252	Patricia Petersen	1/2 MO SEPT 2014 AT RED1	OP	06096	W Haymarket Parking Revenue	PV	1570667	35.00	10/01/14	523676
53356	Lincoln Electric System	605 N 8th St, Pk Lot Lgh	OP	06095	W Haymarket Surplus/ O & M	PV	1571484	85.14	10/02/14	74185
53356	Lincoln Electric System	200 N 7th St	OP	06095	W Haymarket Surplus/ O & M	PV	1571489	359.90	10/02/14	74185
77921	County/City Property Management	CITY CONTROLLER-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1571491	77.19	10/02/14	74200
401541	New Heights Tree Service	Cleanup at 2nd and Q lot	OP	06095	W Haymarket Surplus/ O & M	PV	1573026	2,150.00	10/08/14	524103
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1573022	553.26	10/09/14	74332
77921	County/City Property Management	August 2014 Amtrak Station	OP	06095	W Haymarket Surplus/ O & M	PV	1573023	364.76	10/09/14	74353
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1573024	31.64	10/09/14	74385
102154	Public Building Commission	Space Rental 10/14	OP	06095	W Haymarket Surplus/ O & M	PV	1573025	38.75	10/09/14	74390
102154	Public Building Commission	Space Rental 10/14	OP	06095	W Haymarket Surplus/ O & M	PV	1573025	80.50	10/09/14	74390
97885	Copy Services	Customer #595381	OP	06095	W Haymarket Surplus/ O & M	PV	1574766	.42	10/15/14	524478
97885	Copy Services	Customer #595381	OP	06095	W Haymarket Surplus/ O & M	PV	1574768	13.23	10/15/14	524478
607281	Steve Johnson Jr	2014 MEN BB SEASON PASS GREEN2	OP	06096	W Haymarket Parking Revenue	PV	1573446	112.00	10/15/14	524479
588846	District Energy Corp	Customer WHymktJPA 10/14	OP	06095	W Haymarket Surplus/ O & M	PV	1574770	160,960.15	10/16/14	74673
26761	NECO Security & Alarm Systems Inc	Customer 15834 Oct-Dec/14	OP	06095	W Haymarket Surplus/ O & M	PV	1576757	102.60	10/22/14	524983
89391	Fedex	Account #1082-1984-0	OP	06095	W Haymarket Surplus/ O & M	PV	1576758	73.52	10/22/14	524984
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1576759	123.12	10/22/14	524985
176786	John Rownd	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575763	20.00	10/22/14	524986
227117	Lane White	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575760	20.00	10/22/14	524987
290870	John Linke	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575793	20.00	10/22/14	524988
324566	Union Bank & Trust Company	WHJPA BAB SRS 10A	OP	195011	JPA 2010A Debt Service	PV	1576760	524.00	10/22/14	524989
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 9/14	OP	06095	W Haymarket Surplus/ O & M	PV	1576761	26,820.09	10/22/14	524990
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 9/14	OP	06095	W Haymarket Surplus/ O & M	PV	1576761	8,021.55	10/22/14	524990
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 9/14	OP	06095	W Haymarket Surplus/ O & M	PV	1576761	60,013.93	10/22/14	524990
580858	Anthony Messineo	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575666	20.00	10/22/14	524991
607446	Taylor Price	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575651	20.00	10/22/14	524992
607447	Robert Whitesel	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575652	20.00	10/22/14	524993
607448	Andrea Arguelles	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575653	20.00	10/22/14	524994
607449	Dennis VanLaningham	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575654	20.00	10/22/14	524995
607450	Brenda Reckewey	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575655	20.00	10/22/14	524996
607451	Loren Kanost	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575657	20.00	10/22/14	524997
607452	Lonnie Bohling	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575658	20.00	10/22/14	524998
607453	Robby Nunns	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575660	20.00	10/22/14	524999
607454	Matt Jensen	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575661	20.00	10/22/14	525000
607455	Diana Speicher	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575662	20.00	10/22/14	525001
607456	Curt Tietjen	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575766	20.00	10/22/14	525002
607456	Curt Tietjen	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575836	20.00	10/22/14	525002
607457	Linda Hill	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575765	20.00	10/22/14	525003
607458	Todd Rolfes	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575764	20.00	10/22/14	525004
607459	Ashlee Waring	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575762	20.00	10/22/14	525005
607460	Rodney Smith	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575761	20.00	10/22/14	525006
607461	James Ehlers	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575759	20.00	10/22/14	525007
607462	Maurine Domeier	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575668	20.00	10/22/14	525008
607463	Julie Herzance	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575665	20.00	10/22/14	525009
607464	Brian Scheet	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575664	20.00	10/22/14	525010
607467	Judy Tegtmeier	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575663	20.00	10/22/14	525011
607467	Judy Tegtmeier	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575811	20.00	10/22/14	525011
607468	Pat Strizek	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575767	20.00	10/22/14	525012
607469	Jared Calver	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575768	20.00	10/22/14	525013
607470	Alan Otoupal	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575860	20.00	10/22/14	525014

West Haymarket Joint Public Agency
 Payment Register
 10/1/2014 through 10/31/2014

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
607471	Gayle Spence	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575794	20.00	10/22/14	525015
607472	James W Hofstetter	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575795	20.00	10/22/14	525016
607473	Brian Gove	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575796	20.00	10/22/14	525017
607474	Chris Elgert	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575806	20.00	10/22/14	525018
607475	Susan Vanneman	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575807	20.00	10/22/14	525019
607476	Rodney Hill	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575808	20.00	10/22/14	525020
607477	Chris Hansen	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575809	20.00	10/22/14	525021
607478	Johnny DuPont	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575810	20.00	10/22/14	525022
607479	Daniel Hall	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575812	20.00	10/22/14	525023
607480	James Handeland	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575813	20.00	10/22/14	525024
607481	Robert Bussmann	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575814	20.00	10/22/14	525025
607482	Darlene L Heuer	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575818	20.00	10/22/14	525026
607483	Larry Fritz	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575833	20.00	10/22/14	525027
607484	George Zuerlein	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575834	20.00	10/22/14	525028
607485	Daryl Dahl	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575835	20.00	10/22/14	525029
607486	Katharine Luthans	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575847	20.00	10/22/14	525030
607487	Kevin Lehmann	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575873	20.00	10/22/14	525031
607488	Mike DeWitt	2014 MEN BB SEASON AT GREEN 2	OP	06096	W Haymarket Parking Revenue	PV	1575644	6.00	10/22/14	525032
607489	Frank Brill	2014 MEN BB SEASON AT GREEN 2	OP	06096	W Haymarket Parking Revenue	PV	1575645	6.00	10/22/14	525033
607490	Chad Kilpatrick	2014 MEN BB SEASON AT GREEN 2	OP	06096	W Haymarket Parking Revenue	PV	1575646	6.00	10/22/14	525034
607491	Alan Ross	2014 MEN BB SEASON AT GREEN 2	OP	06096	W Haymarket Parking Revenue	PV	1575648	6.00	10/22/14	525035
607496	Cary Heimes	2014 MEN BB SEASON AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1575805	20.00	10/22/14	525036
77921	County/City Property Management	CITY CONTROLLER-JPA	OP	06095	W Haymarket Surplus/ O & M	PV	1576813	161.95	10/23/14	74777
604774	Pinnacle Bank Arena	Arena Sponsorships WH00654	OP	06095	W Haymarket Surplus/ O & M	PV	1576762	255,000.00	10/23/14	74923
120299	Risk Management	JPA Property Insurance 14/15	OP	06095	W Haymarket Surplus/ O & M	PV	1578437	145,754.00	10/29/14	525421
120299	Risk Management	JPA Liability Insurance 14/15	OP	06095	W Haymarket Surplus/ O & M	PV	1578438	26,521.00	10/29/14	525421
607537	Kristi Cookus	10/18/14 JAKE OWEN AT RED 1	OP	06096	W Haymarket Parking Revenue	PV	1578043	5.00	10/29/14	525423
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	W Haymarket Surplus/ O & M	PV	1578432	40.06	10/30/14	75029

Category total 689,241.61

596877	Olsson Associates	Design, 8/3-8/29/14	PH1	870000	WH General Coordination	OV	1571166	949.21	10/02/14	74264
596877	Olsson Associates		PH1	870201	WH HymktPkLot, FestSp&PedGrdStr	OV	1571166	12,623.78	10/02/14	74264
596877	Olsson Associates		PH1	870307	WH Streetscape	OV	1571166	2,532.99	10/02/14	74264
596877	Olsson Associates	Design 9/1-9/5/14	PH1	870000	WH General Coordination	OV	1571167	237.30	10/02/14	74264
596877	Olsson Associates		PH1	870201	WH HymktPkLot, FestSp&PedGrdStr	OV	1571167	3,155.94	10/02/14	74264
596877	Olsson Associates		PH1	870307	WH Streetscape	OV	1571167	633.25	10/02/14	74264
605721	HomeBase Storage	Room #D28	PH1	870307	WH Streetscape	PV	1575752	135.70	10/15/14	26411
605721	HomeBase Storage	Room #I01	PH1	870307	WH Streetscape	PV	1575754	155.25	10/15/14	26411
431100	City of Lincoln - Parking	Share of D&B parking signage	PH1	870202	WH Parking Garage #1	PV	1575771	1,750.76	10/22/14	524990
594773	Alfred Benesch & Company		PH1	870601	WH NDEQ T-200	OV	1575572	1,300.29	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870603	WH Environmental Contngy Pln	OV	1575573	854.00	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870602	WH Voluntary Clean-up Program	OV	1575573	1,300.00	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870603	WH Environmental Contngy Pln	OV	1575574	1,040.00	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870602	WH Voluntary Clean-up Program	OV	1575574	17,226.43	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870601	WH NDEQ T-200	OV	1575575	2,737.87	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870601	WH NDEQ T-200	OV	1575576	1,466.39	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870604	WH Other/Miscellaneous	OV	1575577	200.97	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870603	WH Environmental Contngy Pln	OV	1575577	260.00	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870602	WH Voluntary Clean-up Program	OV	1575577	19,677.84	10/23/14	74894
594773	Alfred Benesch & Company		PH1	870601	WH NDEQ T-200	OV	1575578	2,772.15	10/23/14	74894
594773	Alfred Benesch & Company	Environmental, 8/4-8/31/14	PH1	870603	WH Environmental Contngy Pln	OV	1576063	2,688.71	10/23/14	74894

West Haymarket Joint Public Agency
 Payment Register
 10/1/2014 through 10/31/2014

Vendor Number	Name	Remark	Cat	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
594773	Alfred Benesch & Company	Environmental,8/4-8/31/14	PH1	870602	WH Voluntary Clean-up Program	OV	1576063	5,896.75	10/23/14	74894
602078	Hausmann-Dunn, a Joint Venture	#12022300,Deck 1 work,09/14	PH1	870202	WH Parking Garage #1	OV	1576082	91,501.00	10/23/14	74912
82368	State of Nebraska	July monitoring act#10620	PH1	870602	WH Voluntary Clean-up Program	PV	1578329	21.90	10/29/14	525420
82368	State of Nebraska	Aug monitoring act 10620	PH1	870602	WH Voluntary Clean-up Program	PV	1578330	228.78	10/29/14	525420
82368	State of Nebraska	Aug monitoring act 0637	PH1	870602	WH Voluntary Clean-up Program	PV	1578333	854.31	10/29/14	525420
431100	City of Lincoln - Parking	JPA share of Walker inv#214022	PH1	870202	WH Parking Garage #1	PV	1578327	1,252.50	10/29/14	525422
41507	Sampson Construction	#13038,Sept work,Infrastruc	PH1	870307	WH Streetscape	OV	1578360	12,501.00	10/30/14	74983
596877	Olsson Associates	Sept work, Final design	PH1	870000	WH General Coordination	OV	1578362	1,578.76	10/30/14	75110
596877	Olsson Associates	Sept work,Final design	PH1	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1578362	13,145.26	10/30/14	75110
596877	Olsson Associates	Sept work,Final design	PH1	870307	WH Streetscape	OV	1578362	812.50	10/30/14	75110

Category total 201,491.59

596877	Olsson Associates	Design, 8/3-8/29/14	PH2	870309	WH Streetscape P2	OV	1571166	3,833.78	10/02/14	74264
596877	Olsson Associates	Design, 8/3-8/29/14	PH2	870205	WH Parking Garage #2 P2	OV	1571166	17,192.60	10/02/14	74264
596877	Olsson Associates	Design 9/1-9/6/14	PH2	870309	WH Streetscape P2	OV	1571167	958.45	10/02/14	74264
596877	Olsson Associates	Design 9/1-9/5/14	PH2	870205	WH Parking Garage #2 P2	OV	1571167	4,298.15	10/02/14	74264
37233	Olsson Associates	Deck 2,8/3-9/6/14	PH2	870205	WH Parking Garage #2 P2	OV	1572233	502.00	10/09/14	74313
431100	City of Lincoln - Parking	Share of D&B parking signage	PH2	870206	WH Parking Garage #3 P2	PV	1575771	1,750.04	10/22/14	524990
431100	City of Lincoln - Parking	Share of D&B parking signage	PH2	870205	WH Parking Garage #2 P2	PV	1575771	1,750.04	10/22/14	524990
39781	Davis Design		PH2	870206	WH Parking Garage #3 P2	OV	1576091	12,778.43	10/23/14	74752
598263	PC Sports LLC		PH2	870001	WH General Coordination P2	OV	1575647	20,000.00	10/23/14	74902
598263	PC Sports LLC	Sept,2014 services	PH2	870001	WH General Coordination P2	OV	1575649	20,000.00	10/23/14	74902
602078	Hausmann-Dunn, a Joint Venture	#870205,Deck 2 work,Sept'14	PH2	870205	WH Parking Garage #2 P2	OV	1576043	219,899.00	10/23/14	74912
602078	Hausmann-Dunn, a Joint Venture	#870206,Deck 3 work,Sept'14	PH2	870206	WH Parking Garage #3 P2	OV	1576043	122,909.00	10/23/14	74912
431100	City of Lincoln - Parking	JPA share of Walker inv#214022	PH2	870205	WH Parking Garage #2 P2	PV	1578327	1,252.50	10/29/14	525422
41507	Sampson Construction	#14050,Sept work,Ph II	PH2	870309	WH Streetscape P2	OV	1578358	105,996.00	10/30/14	74983
596877	Olsson Associates	Sept. work, Final design	PH2	870309	WH Streetscape P2	OV	1578362	2,546.28	10/30/14	75110
596877	Olsson Associates	Sept. work, Final design	PH2	870205	WH Parking Garage #2 P2	OV	1578362	16,073.50	10/30/14	75110

Category total 551,739.77

Grand total 1,442,472.97

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,657,637.08	6,572,238.50	79,751.75	5,646.83

70090	West Haymarket Park	6,657,637.08	6,572,238.50	79,751.75	5,646.83

70091	Arena				
870100	WH Arena	183,910,075.06	183,521,325.59	84,570.86	304,178.61
870101	WH Arena Contingency	1,891,927.71			1,891,927.71
870203	WH Arena Parking Garage	726,438.23	726,438.23		

70091	Arena	186,528,441.00	184,247,763.82	84,570.86	2,196,106.32

70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,184,113.49	14,751,744.74	408,019.99	24,348.76
870202	WH Parking Garage #1	14,070,830.00	13,797,483.33	167,435.00	105,911.67
870204	WH Parking Garage #2	203,400.39	203,400.39		

70092	Parking	29,458,343.88	28,752,628.46	575,454.99	130,260.43

70093	Roads				
870301	WH Charleston Bridge/Roadway	252,015.40	252,015.40		
870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,706,112.66	14,382,119.98	24,038.91	299,953.77
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,573,466.12	2,384,185.66	113,900.03	75,380.43
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,196,898.88	24,683,625.74	137,938.94	375,334.20

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

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

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of September 30, 2014

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
70095 Utilities				
870501 WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502 WH Fiber Optic Comm & Other	506,034.95	506,034.95		
70095 Utilities	1,998,940.27	1,998,940.27		
70096 Environmental				
870601 WH NDEQ T-200	2,059,281.68	1,620,122.31	5,888.40	433,270.97
870602 WH Voluntary Clean-up Program	2,016,955.49	1,662,180.53	130,912.12	223,862.84
870603 WH Environmental Contngy Pln	2,176,523.91	1,327,183.86	4,968.72	844,371.33
870604 WH Other/Miscellaneous	760,288.22	701,221.04	3,196.38	55,870.80
870605 WH Canopy Phase I-Lead Abatemt				
870606 WH Alter Brownfield Site		289.86		289.86-
870607 WH JayLynn/Watson/Alter N	200,000.00	200,000.00		
70096 Environmental	7,213,049.30	5,510,997.60	144,965.62	1,557,086.08
70097 Dirt Moving				
870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703 WH Initial Haymarket Site Prep	6,087,616.60	6,087,616.60		
870704 WH Other Stormwater Mitigation				
70097 Dirt Moving	6,087,616.60	6,087,616.60		
70098 TIF Improvements				
870800 WH TIF Improvements				
70098 TIF Improvements				
70099 Site Purchase				
870901 WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902 WH Alter Site Purchase	4,636,008.12	4,611,008.12		25,000.00
870903 WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904 WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905 WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906 WH Amtrak Station	2,369,425.17	2,369,425.17		
870907 WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of September 30, 2014

	Total Budget	Expend.	Encumb.	Available Balance
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00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,512.17	2,264,387.01		125.16
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70099 Site Purchase	62,256,381.77	62,231,256.61		25,125.16
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,163,476.45	1,140,949.49	22,526.96	
870952 WH Community Space & Civic Art	1,500,000.00	370,114.85		1,129,885.15
870953 WH Breslow Ice Rink	2,000,000.00			2,000,000.00
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70100 Other Costs	4,663,476.45	1,511,064.34	22,526.96	3,129,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	88,227.31	78,227.31		10,000.00
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,666,682.85	4,656,682.85		10,000.00
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00951 West Haymarket Capital Proj	336,083,737.13	327,609,083.84	1,045,209.12	7,429,444.17

		Total Budget	Expend.	Encumb.	Available Balance
-----		-----	-----	-----	-----
00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870001	WH General Coordination P2	360,000.00	260,000.00	100,000.00	
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70090	West Haymarket Park	360,000.00	260,000.00	100,000.00	
70092	Parking				
870205	WH Parking Garage #2 P2	12,123,589.75	11,553,810.32	550,986.74	18,792.69
870206	WH Parking Garage #3 P2	14,809,278.75	14,271,091.55	509,311.89	28,875.31
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70092	Parking	26,932,868.50	25,824,901.87	1,060,298.63	47,668.00
70093	Roads				
870309	WH Streetscape P2	944,896.58	612,656.51	331,541.15	698.92
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70093	Roads	944,896.58	612,656.51	331,541.15	698.92
70105	Bond Related Costs				
870981	WH Series 5 JPA Debt P2	422,597.19	411,982.31		10,614.88
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70105	Bond Related Costs	422,597.19	411,982.31		10,614.88
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00951	West Haymarket Capital Proj	28,660,362.27	27,109,540.69	1,491,839.78	58,981.80

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of September 30, 2014

MARK

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JPAADMIN

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	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
11 Materials & Supplies					
5221 Office Supplies	250.00		250.00		250.00
5261 Postage	1,750.00		1,750.00	77.19	1,672.81
5323 Bldg Maint Supplies	500.00		500.00		500.00
11 Materials & Supplies	2,500.00		2,500.00	77.19	2,422.81
12 Other Services & Charges					
5621 Misc Contractual Services	799,772.00		799,772.00	22,109.62	777,662.38
5624 Auditing Service	20,000.00		20,000.00		20,000.00
5631 Data Processing Service	1,254.00		1,254.00		1,254.00
5643 Management Services	1,223,420.00		1,223,420.00		1,223,420.00
5643.61 Deck 1 Mgmt Services	564,000.00		564,000.00	29,802.02	534,197.98
5643.62 Deck 2 Mgmt Services	407,000.00		407,000.00	3,295.49	403,704.51
5643.63 Deck 3 Mgmt Services	569,000.00		569,000.00	9,011.70	559,988.30
5683.04 Snow Removal	2,500.00		2,500.00		2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00		500.00
5762 Photocopying	500.00		500.00		500.00
5763 Printing	500.00		500.00		500.00
5784 Misc Insurance	26,521.00		26,521.00		26,521.00
5786 Property	145,754.00		145,754.00		145,754.00
5794 Public Officials	24,640.00		24,640.00	24,639.89	.11
5821 Electricity - Bldg & Grnds	7,065.00		7,065.00	445.04	6,619.96
5825 Natural Gas	3,000.00		3,000.00		3,000.00
5829 Telephone	1,200.00		1,200.00	196.68	1,003.32
5830 Water	1,000.00		1,000.00		1,000.00
5835 Thermal Heating & Cooling	2,150,000.00		2,150,000.00	188,851.82	1,961,148.18
5856 City Share Linc Center Maint	33,000.00		33,000.00		33,000.00
5862 Grounds Maintenance	3,000.00		3,000.00		3,000.00
5870 Other Bldg Maintenance	11,000.00		11,000.00		11,000.00
5928 Rent of Co/City Bldg Space	966.00		966.00	80.50	885.50
5931 Parking Rent Bldg Comm	465.00		465.00	38.75	426.25
5952 Advertising/Media Serv	1,450.00		1,450.00		1,450.00
5969 Arena Sales Commissions	2,828,329.00		2,828,329.00	1,414,164.50	1,414,164.50
5993 Fees Paid to State of NE				25.00	25.00-
5996 Credit Card/Bank Fees	5,000.00		5,000.00		5,000.00

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
12 Other Services & Charges					
-----	-----	-----	-----	-----	-----
12 Other Services & Charges	8,830,836.00		8,830,836.00	1,692,661.01	7,138,174.99
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06095 W Haymarket Surplus/ O & M	8,833,336.00		8,833,336.00	1,692,738.20	7,140,597.80
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195011 JPA 2010A Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00		524.00
6235 Bd Trustee Pmt-Interest	4,651,510.00		4,651,510.00		4,651,510.00
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15 Debt Service	4,652,034.00		4,652,034.00		4,652,034.00
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195011 JPA 2010A Debt Service	4,652,034.00		4,652,034.00		4,652,034.00
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195021 JPA 2010B/C Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048.00		1,048.00		1,048.00
6235 Bd Trustee Pmt-Interest	5,874,323.00		5,874,323.00		5,874,323.00
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15 Debt Service	5,875,371.00		5,875,371.00		5,875,371.00
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195021 JPA 2010B/C Debt Service	5,875,371.00		5,875,371.00		5,875,371.00
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195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	424.00	100.00
6235 Bd Trustee Pmt-Interest	4,591,688.00		4,591,688.00		4,591,688.00
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15 Debt Service	4,592,212.00		4,592,212.00	424.00	4,591,788.00
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195031 JPA 2011 Debt Service	4,592,212.00		4,592,212.00	424.00	4,591,788.00

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of September 30, 2014

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue					
195041 JPA 2013 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00		524.00
6234 Bd Trustee Pmt-Principal	540,000.00		540,000.00		540,000.00
6235 Bd Trustee Pmt-Interest	1,136,075.00		1,136,075.00		1,136,075.00
-----	-----	-----	-----	-----	-----
15 Debt Service	1,676,599.00		1,676,599.00		1,676,599.00
-----	-----	-----	-----	-----	-----
195041 JPA 2013 Debt Service	1,676,599.00		1,676,599.00		1,676,599.00
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00950 West Haymarket Revenue	25,629,552.00		25,629,552.00	1,693,162.20	23,936,389.80

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,657,637.08	6,573,817.26	78,172.99	5,646.83

70090	West Haymarket Park	6,657,637.08	6,573,817.26	78,172.99	5,646.83

70091	Arena				
870100	WH Arena	183,910,075.06	183,521,143.03	84,570.86	304,361.17
870101	WH Arena Contingency	1,891,927.71			1,891,927.71
870203	WH Arena Parking Garage	726,438.23	726,438.23		

70091	Arena	186,528,441.00	184,247,581.26	84,570.86	2,196,288.88

70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,184,113.49	14,764,890.00	394,874.73	24,348.76
870202	WH Parking Garage #1	14,070,830.00	13,901,820.59	66,101.00	102,908.41
870204	WH Parking Garage #2	203,400.39	203,400.39		

70092	Parking	29,458,343.88	28,870,110.98	460,975.73	127,257.17

70093	Roads				
870301	WH Charleston Bridge/Roadway	252,015.40	252,015.40		
870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,706,112.66	14,382,119.98	24,038.91	299,953.77
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,573,466.12	2,398,011.11	100,365.53	75,089.48
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,196,898.88	24,697,451.19	124,404.44	375,043.25

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

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

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of October 31, 2014

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
70095 Utilities				
870501 WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502 WH Fiber Optic Comm & Other	506,034.95	506,034.95		
70095 Utilities	1,998,940.27	1,998,940.27		
70096 Environmental				
870601 WH NDEQ T-200	2,059,281.68	1,628,399.01		430,882.67
870602 WH Voluntary Clean-up Program	2,016,955.49	1,707,386.54	84,422.80	225,146.15
870603 WH Environmental Contngy Pln	2,176,523.91	1,332,026.57	126.01	844,371.33
870604 WH Other/Miscellaneous	760,288.22	701,422.01	2,995.41	55,870.80
870605 WH Canopy Phase I-Lead Abatemt				
870606 WH Alter Brownfield Site		289.86		289.86-
870607 WH JayLynn/Watson/Alter N	200,000.00	200,000.00		
70096 Environmental	7,213,049.30	5,569,523.99	87,544.22	1,555,981.09
70097 Dirt Moving				
870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703 WH Initial Haymarket Site Prep	6,087,616.60	6,087,616.60		
870704 WH Other Stormwater Mitigation				
70097 Dirt Moving	6,087,616.60	6,087,616.60		
70098 TIF Improvements				
870800 WH TIF Improvements				
70098 TIF Improvements				
70099 Site Purchase				
870901 WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902 WH Alter Site Purchase	4,636,008.12	4,611,008.12		25,000.00
870903 WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904 WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905 WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906 WH Amtrak Station	2,369,425.17	2,369,425.17		
870907 WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of October 31, 2014

	Total Budget	Expend.	Encumb.	Available Balance
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,512.17	2,264,387.01		125.16
-----	-----	-----	-----	-----
70099 Site Purchase	62,256,381.77	62,231,256.61		25,125.16
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,163,476.45	1,140,949.49	22,526.96	
870952 WH Community Space & Civic Art	1,500,000.00	370,114.85		1,129,885.15
870953 WH Breslow Ice Rink	2,000,000.00			2,000,000.00
-----	-----	-----	-----	-----
70100 Other Costs	4,663,476.45	1,511,064.34	22,526.96	3,129,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	88,227.31	78,227.31		10,000.00
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,666,682.85	4,656,682.85		10,000.00
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00951 West Haymarket Capital Proj	336,083,737.13	327,800,314.40	858,195.20	7,425,227.53

		Total Budget	Expend.	Encumb.	Available Balance
-----		-----	-----	-----	-----
00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870001	WH General Coordination P2	360,000.00	300,000.00	60,000.00	
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70090	West Haymarket Park	360,000.00	300,000.00	60,000.00	
70092	Parking				
870205	WH Parking Garage #2 P2	12,123,589.75	11,686,583.36	421,216.24	15,790.15
870206	WH Parking Garage #3 P2	14,809,278.75	14,392,413.02	389,740.46	27,125.27
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70092	Parking	26,932,868.50	26,078,996.38	810,956.70	42,915.42
70093	Roads				
870309	WH Streetscape P2	944,896.58	726,777.79	217,419.87	698.92
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70093	Roads	944,896.58	726,777.79	217,419.87	698.92
70105	Bond Related Costs				
870981	WH Series 5 JPA Debt P2	422,597.19	411,982.31		10,614.88
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70105	Bond Related Costs	422,597.19	411,982.31		10,614.88
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00951	West Haymarket Capital Proj	28,660,362.27	27,517,756.48	1,088,376.57	54,229.22

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
11 Materials & Supplies					
5221 Office Supplies	250.00		250.00		250.00
5261 Postage	1,750.00		1,750.00	239.14	1,510.86
5323 Bldg Maint Supplies	500.00		500.00		500.00
11 Materials & Supplies	2,500.00		2,500.00	239.14	2,260.86
12 Other Services & Charges					
5621 Misc Contractual Services	799,772.00		799,772.00	24,259.62	775,512.38
5624 Auditing Service	20,000.00		20,000.00		20,000.00
5631 Data Processing Service	1,254.00		1,254.00		1,254.00
5635 Delivery Service				73.52	73.52-
5643 Management Services	1,223,420.00		1,223,420.00	255,000.00	968,420.00
5643.61 Deck 1 Mgmt Services	564,000.00		564,000.00	89,815.95	474,184.05
5643.62 Deck 2 Mgmt Services	407,000.00		407,000.00	11,317.04	395,682.96
5643.63 Deck 3 Mgmt Services	569,000.00		569,000.00	35,831.79	533,168.21
5683.04 Snow Removal	2,500.00		2,500.00		2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	102.60	397.40
5762 Photocopying	500.00		500.00	13.65	486.35
5763 Printing	500.00		500.00		500.00
5784 Misc Insurance	26,521.00		26,521.00	26,521.00	
5786 Property	145,754.00		145,754.00	145,754.00	
5794 Public Officials	24,640.00		24,640.00	24,639.89	.11
5821 Electricity - Bldg & Grnds	7,065.00		7,065.00	1,324.01	5,740.99
5825 Natural Gas	3,000.00		3,000.00	71.70	2,928.30
5829 Telephone	1,200.00		1,200.00	294.66	905.34
5830 Water	1,000.00		1,000.00	123.12	876.88
5835 Thermal Heating & Cooling	2,150,000.00		2,150,000.00	349,811.97	1,800,188.03
5856 City Share Linc Center Maint	33,000.00		33,000.00		33,000.00
5862 Grounds Maintenance	3,000.00		3,000.00		3,000.00
5870 Other Bldg Maintenance	11,000.00		11,000.00	725.59	10,274.41
5928 Rent of Co/City Bldg Space	966.00		966.00	161.00	805.00
5931 Parking Rent Bldg Comm	465.00		465.00	77.50	387.50
5952 Advertising/Media Serv	1,450.00		1,450.00		1,450.00
5969 Arena Sales Commissions	2,828,329.00		2,828,329.00	1,414,164.50	1,414,164.50
5993 Fees Paid to State of NE				25.00	25.00-

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket Surplus/ O & M					
12 Other Services & Charges					
5996 Credit Card/Bank Fees	5,000.00		5,000.00		5,000.00
12 Other Services & Charges	8,830,836.00		8,830,836.00	2,380,108.11	6,450,727.89
06095 W Haymarket Surplus/ O & M	8,833,336.00		8,833,336.00	2,380,347.25	6,452,988.75
195011 JPA 2010A Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	524.00	
6235 Bd Trustee Pmt-Interest	4,651,510.00		4,651,510.00		4,651,510.00
15 Debt Service	4,652,034.00		4,652,034.00	524.00	4,651,510.00
195011 JPA 2010A Debt Service	4,652,034.00		4,652,034.00	524.00	4,651,510.00
195021 JPA 2010B/C Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048.00		1,048.00		1,048.00
6235 Bd Trustee Pmt-Interest	5,874,323.00		5,874,323.00		5,874,323.00
15 Debt Service	5,875,371.00		5,875,371.00		5,875,371.00
195021 JPA 2010B/C Debt Service	5,875,371.00		5,875,371.00		5,875,371.00
195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00	424.00	100.00
6235 Bd Trustee Pmt-Interest	4,591,688.00		4,591,688.00		4,591,688.00
15 Debt Service	4,592,212.00		4,592,212.00	424.00	4,591,788.00
195031 JPA 2011 Debt Service	4,592,212.00		4,592,212.00	424.00	4,591,788.00

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of October 31, 2014

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
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195041 JPA 2013 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524.00		524.00		524.00
6234 Bd Trustee Pmt-Principal	540,000.00		540,000.00		540,000.00
6235 Bd Trustee Pmt-Interest	1,136,075.00		1,136,075.00		1,136,075.00
-----	-----	-----	-----	-----	-----
15 Debt Service	1,676,599.00		1,676,599.00		1,676,599.00
-----	-----	-----	-----	-----	-----
195041 JPA 2013 Debt Service	1,676,599.00		1,676,599.00		1,676,599.00
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00950 West Haymarket Revenue	25,629,552.00		25,629,552.00	2,381,295.25	23,248,256.75

RESOLUTION NO. WH- _____

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

3 That the Letter Agreement to engage BKD, LLC to perform an audit of the West
4 Haymarket Joint Public Agency financial statements in accordance with generally accepted
5 auditing standards as of and for the year ended August 31, 2014 is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said engagement letter on behalf of the West Haymarket Joint Public
8 Agency.

9 The City Clerk is directed to return one fully executed original Engagement Letter
10 Agreement and a copy of this Resolution to Steve Hubka, Finance Director, for transmittal to BKD.

11 Adopted this _____ day of November, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

August 28, 2014

Board of Representatives
West Haymarket Joint Public Agency
555 South 10th Street
Lincoln, Nebraska 68508

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the West Haymarket Joint Public Agency ("West Haymarket JPA").

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the West Haymarket JPA as of and for the year ended August 31, 2014, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

- ✓ Expressing an opinion on the financial statements
- ✓ Issuing a report on your compliance based on the audit of your financial statements.
- ✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Chris Lindner is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the West Haymarket JPA's financial statements. Our report will be addressed to the board of representatives of West Haymarket JPA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities; and
- d. to provide us with
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. additional information that we may request from management] for the purpose of the audit; and
 - iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

OTHER SERVICES

We will provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Review bond offering documents, for the inclusion of our audit opinion, for a fee of \$2,750 per offering document, as outlined in our 2011 audit proposal

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management functions related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

The fee for our services will be \$17,900 in accordance with our 2011 audit proposal which includes an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies,

technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the

partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

RAD/TJW/amw

Acknowledged and agreed to on behalf of

WEST HAYMARKET JOINT PUBLIC AGENCY

BY _____
Chris Beutler, Board Chairman

DATE _____

BY *Steve Whitten*
Member of Management

TITLE *Treasurer*

DATE *9/12/14*



System Review Report

To the Partners of BKD, LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the Firm) applicable to non-SEC issuers in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; audits of employee benefit plans, audits of carrying broker dealers and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of BKD, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Clifton Gunderson LLP

August 17, 2011

10700 Research Dr., Suite 200
Milwaukee, Wisconsin 53226
tel: 414.476.1880
fax: 414.476.7286

www.cliftoncpa.com



RESOLUTION NO. WH- _____

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

3 That the attached Parking Rights Agreement between the West Haymarket Joint Public
4 Agency and Olsson Associates, Inc. for the lease of parking spaces in the Blue 3 Parking Garage,
5 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
6 Representatives is hereby authorized to execute said Parking Rights Agreement on behalf of the
7 West Haymarket Joint Public Agency.

8 The City Clerk is directed to return one fully executed copy of the Parking Rights
9 Agreement and a copy of this Resolution to Rick Peo, Chief Assistant City Attorney, for transmittal
10 to Wayne Mixdorf, Parking Services, Urban Development Department.

11 Adopted this _____ day of _____, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

Parking Rights Agreement

This Parking Rights Agreement (“Agreement”) is made and entered into effective as of the 1st day of September, 2014 by and between the West Haymarket Joint Public Agency, a Nebraska Joint Public Agency (“JPA”) and Olsson Associates, Inc., a Nebraska corporation (“Olsson”), and acknowledged by Project Oscar LLC, a Nebraska limited liability company (“Developer”).

RECITALS

- A. The JPA is the owner of certain real property located at 535 P Street, in Lincoln, Lancaster County, Nebraska; and
- B. Olsson has relocated their corporate headquarters to 601 P Street, immediately adjacent to the Blue 3 Parking Garage located at 535 P Street, and requires employee parking; and
- C. The Developer acknowledges and consents to this agreement as more fully set forth below; and
- D. The JPA anticipates the Blue 3 Parking Garage will be filled to capacity for the twenty (20) largest special events each year; and
- E. The parties are mutually desirous of entering into this Agreement.

Therefore, based upon the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Lease Agreement. The JPA agrees to lease parking stalls to Olsson on a monthly basis in the Blue 3 Parking Garage. A total of one hundred and one (101) are to be reserved for the exclusive use of Olsson and its employees. All other parking stalls will be unreserved.
2. Availability. Reserved monthly parking stalls will be available 24 hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including all UNL football games, basketball games, baseball/softball games, Haymarket Park events, Pinnacle Bank Arena events, and other similar events (collectively known as “special events”). The monthly rate for reserved parking is \$85.00 per stall.
3. Unreserved Stalls. Unreserved monthly parking stalls will be available at all times to Olsson and the general public with the exception of special events. The monthly rate for unreserved parking is \$62.50 per stall.

4. Definition of Special Event. For purposes of this agreement, a special event means all University of Nebraska-Lincoln football, basketball, volleyball, baseball, and softball games; all Haymarket Park events; and all Pinnacle Bank Arena events.
5. Stalls for Special Events. In addition to the reserved stalls referenced in Section 2 above, Olsson may reserve up to ninety (90) unreserved monthly parking stalls for special events at the special event parking rate defined in Section 6. Use of stalls for special event parking will be on a first come, first serve basis. Olsson may not reserve particular stalls or blocks of specified stalls for special events and no eligible monthly parker who has already parked their vehicle appropriately shall be required to move their vehicle for a special event.
6. Special Event Rate. The special event parking rate for each stall will be calculated as the sum of 20 times the published Blue 3 Parking Garage special event rate for the twenty largest special events (Largest Events Rate) plus the Blue 3 Parking Garage published University of Nebraska-Lincoln football game day rate for each home football game (Game Day Rate). This sum shall be divided by 12 and paid on a monthly basis. The formula is restated as follows:

$$\frac{(20 \times \text{Largest Events Rate}) + \text{Game Day Rate}}{12} = \text{Special Event Rate}$$

The Blue 3 Parking Garage special event rate for the twenty largest special events and the University of Nebraska-Lincoln football game day rate for each home football game shall be published on or about June 1 of each calendar year. Said rates shall be applicable until the rates are established in the following year.

7. Payment. Payments shall be made to the City of Lincoln, Parking Services Division, 850 Q Street, Lincoln, Nebraska 68508 and shall be due on the first day of each month. Failure to make payments within five days after the due date shall result in the payment accruing interest at the rate of 12% per annum until paid. The JPA shall have additional remedies as set forth below.
8. Term. The term of this agreement shall be three years. The parties may agree to extend this agreement for one additional three year term. Such extension, if any, shall be exercised in writing by both parties not less than six months before the agreement expires.
9. Termination. Neither party hereto may terminate this Agreement for any reason other than a breach of the terms and conditions set forth herein or by agreement of the parties. In the event of a breach, the non-breaching party shall give written notice to the breaching party of the term or condition violated. Other than payment of rates, the breaching party shall be given a reasonable time to cure the breach. For failure to timely pay monthly rates, the JPA may terminate this Agreement immediately if two or more consecutive monthly payments are due

and owing or if Olsson fails to timely pay monthly rates four times or more in any calendar year.

10. Parking Services Division. The City of Lincoln, Parking Services Division is the manager for the Blue 3 Parking Garage and has been granted full authority to operate the facility, negotiate terms and conditions with customers, and to handle all customer service issues. Olsson agrees to comply with all rules promulgated by the JPA or Parking Services Division for activities and behavior in using the Blue 3 Parking Garage. Failure of Olsson to comply with any such rules shall be considered a breach of this Agreement. All contacts by Olsson related to this Agreement shall be made to the Parking Services Division.
11. Maintenance. The JPA, through the Parking Services Division, shall be responsible for all maintenance of the Blue 3 Parking Garage including repairs, snow and ice removal, and keeping the facility in a good and safe condition.
12. Consent of Project Oscar, LLC. Project Oscar, LLC, a Nebraska limited liability company ("Project Oscar") is the developer of the property housing Olsson pursuant to a redevelopment agreement with the JPA, approved on March 22, 2013 and found at WH00485 of the records of the City Clerk for the City of Lincoln, Nebraska. Project Oscar hereby consents to this agreement and acknowledges that the parking stalls provided herein (101) will be counted toward the total number of parking stalls available for monthly leasing by Project Oscar (350) as found in Article VI therein.
13. Nested Areas. The first floor nested area will have signs for Olsson reserved parking, but will not be gated. The fourth floor nested area will be gated 24 hours per day, every day and special event parkers will not have access to the nested areas.
14. Indemnification. To the fullest extent permitted by law, Olsson shall indemnify, defend and hold harmless the JPA and the City of Lincoln (City), their officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Olsson, or anyone for whose acts any of them may be liable. This section will not require Olsson to indemnify or hold harmless the JPA or the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the JPA or the City. The JPA and/or the City do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

15. Severability and Savings Clause. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.
16. Integration Clause. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.
17. Binding Effect and Capacity. This agreement is binding upon and shall inure to the benefit of the parties and their successors in interest. The undersigned agree and represent that they are authorized to execute this agreement on behalf of their respective party.
18. Disclaimer. Notwithstanding anything herein seemingly to the contrary, Developer is executing this agreement merely as an acknowledgment to its terms, but both Olsson and JPA agree that Developer has no obligations hereunder and incurs no liability hereby.

OLSSON ASSOCIATES, INC.
a Nebraska corporation

By: Brad Strittmatter
Brad Strittmatter, President

West Haymarket Joint Public Agency
a political subdivision and body corporate
politic of the State of Nebraska

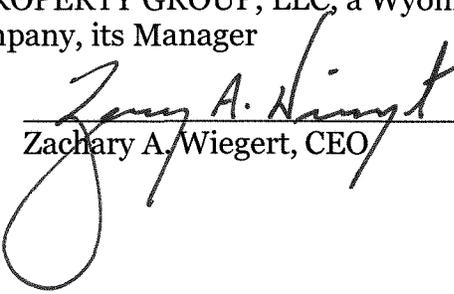
By: _____
Chris Beutler, Chair of the Board of
Representatives of the West Haymarket Joint
Public Agency

PROJECT OSCAR, LLC, a Nebraska limited liability company

By: MAKING HAY, LLC, a Nebraska limited liability company,
Its Manager

By: TETRAD PROPERTY GROUP, LLC, a Wyoming limited
liability company, its Manager

By:



Zachary A. Wiegert, CEO

RESOLUTION NO. WH- _____

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

3 That the attached Amended and Restated Parking Garage Management Agreement
4 between the West Haymarket Joint Public Agency and the City of Lincoln for management of
5 parking garages designated as Deck 1, Deck 2 and Deck 3 in the West Haymarket Addition is
6 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute the Agreement on behalf of the West Haymarket
8 Joint Public Agency. This Agreement replaces and supercedes the Parking Management
9 Agreement approved by Resolution No. WH-00525 dated June 14, 2013.

10 The City Clerk is directed to return a copy of this Resolution and the Parking Garage
11 Management Agreement to Wayne Mixdorf, Parking Management Division of the City of Lincoln.

12 Adopted this _____ day of November, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

**AMENDED AND RESTATED
PARKING GARAGE MANAGEMENT AGREEMENT
November 18, 2014**

THIS PARKING GARAGE MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2014, by and between the WEST HAYMARKET JOINT PUBLIC AGENCY (the “JPA”) and the CITY OF LINCOLN, NEBRASKA (the “City”).

RECITALS

A. City has and will continue to contract with a qualified Parking Management Firm (“Parking Manager”) for the management of the City’s downtown parking garages and surface parking lots.

B. Any City agreement with a Parking Manager for management of the City’s parking garages shall include a clause which provides that if the City enters into an agreement with any other public agency or entity to operate a parking garage owned by such agency or entity, the Parking Manager upon the request of the City will manage said facilities at an additional fee rate based upon an agreed upon dollar amount per space per month.

C. JPA will be the owner and operator of three parking garages designated as Deck 1, Deck 2, and Deck 3. Deck 1 is located on Lot 1, Block 4, West Haymarket Addition; Deck 2 will be located on Lot 1, West Haymarket Addition; and Deck 3 will be located on Lot 1, Block 7, West Haymarket Addition. The parties shall verify and confirm the number of parking spaces in each Deck following substantial construction of the Deck.

D. JPA desires to enter into an agreement with the City wherein the City, acting through its Parking Manager, will undertake the operation and management of Decks 1, 2 and 3.

E. The City is ready, able and willing to undertake the operation and management of the JPA Decks 1, 2 and 3.

NOW, THEREFORE, in consideration of the above Recitals, and subject to the terms and conditions of hereinafter set forth, the parties hereto agree as follows:

1. The City agrees to cause its Parking Manager, as the City’s agent, to operate and manage Decks 1, 2 and 3 upon the same terms and conditions as Parking Manager operates and manages the City downtown parking garages on behalf of the City. Such work includes, but is not limited to:

- (a) Performing all normal and customary maintenance as necessary for the proper operation and care of Decks 1, 2 and 3.
- (b) Maintaining the premises for Decks 1, 2 and 3 in a neat and clean condition at all times, including all sidewalk areas adjoining the decks.
- (c) Keeping and maintaining Decks 1, 2 and 3, fixtures and equipment, including traffic control equipment, at all times in good condition and state of repair.
- (d) Purchasing all necessary supplies, materials, and equipment in accordance with the City of Lincoln Purchasing Ordinances and Municipal Code. The City shall make available to JPA the benefit of any savings resulting from the volume purchasing of items, such as garage forms, equipment, and supplies, for which the City or its Parking Manager has national contracts.
- (e) Depositing on a daily basis all parking receipts collected from Decks 1, 2 and 3 to the credit of the JPA in a bank designated by the JPA.
- (f) Providing a suitable, complete and separate bookkeeping, accounting and reports system for each Deck covering:
 - (i) Accounts receivable details.
 - (ii) Daily bank deposits by Deck.
 - (iii) Payroll.
 - (iv) Budget projections.
 - (v) Monthly and hourly revenue.
 - (vi) Daily operating reports by Deck.
 - (vii) Monthly operating and financial report in computerized format, to include the following, but not limited to:
 - A. Peak and average usage per Deck for monthly and hourly parkers.
 - B. Average hourly turnover rates.
 - C. Total lease parkers.
 - D. Total revenue by type.
 - (viii) Monthly floor plan information including keycard numbers, name of customer, Deck assigned to, number of vehicles, total amount billed, and lease rate for each vehicle.
- (g) Providing operating reports, as follows:
 - (i) Detailed daily report of business activity. This report identifies tickets by hours parked, charge and cash business, and validations.
 - (ii) Annual evaluation report of revenue by ticket type.
 - (iii) Annual expense and revenue report. This report identifies by month: revenue per day, revenue per space, revenue per day per space, expense per day per space.
 - (iv) Monthly summary report. This report is due to the JPA by the 20th day of the following month and identifies:
 - A. Total and average parking ticket type by month and year.
 - B. Average transient turnover rates.
 - C. Total lease parkers.

- D. Average percent of occupancy.
- E. Total Ticket revenues.
- F. Variances regarding money, tickets and total operations.

2. In addition to any and all other authority the Parking Services Division of the City of Lincoln may have to operate and manage parking garages for the West Haymarket Joint Public Agency, it shall also be authorized to contract or lease parking stalls in all such parking garages at rates and on terms that are consistent with rates and terms comparable to City of Lincoln parking garages.

3. The JPA agrees to pay the City a management fee not to exceed the Parking Manager's per-space rate per month for the Parking Management Agreement in effect for each space in Decks 1, 2 and 3. The fee for each Deck shall commence on the respective date that each Deck has been substantially constructed and a certificate of occupancy has been issued for their use as a parking garage. The JPA further agrees to pay the City the City's actual cost to design, supply and install motorist and pedestrian way finding signs in Decks 1, 2 and 3 and to maintain, repair and/or replace improvements in Decks 1, 2 and 3.

4. Any maintenance and repair which is made necessary as the result of the negligence or carelessness of the City, or its agents or employees, shall be the exclusive responsibility of and be repaired or replaced by the City at no cost to the JPA.

5. The JPA agrees to pay the City the JPA's pro rata share of all indirect costs for the management of Decks 1, 2 and 3 based upon the ration of the total number of JPA stalls in service divided by the total number of stalls in service systemwide (i.e. JPA plus City). Such costs shall include, but not be limited to:

- (a) City of Lincoln Parking Manager and Accountant Payroll, plus overhead of 38% of payroll.
- (b) City of Lincoln Central Services.
- (c) Rent and Share of Utilities from Administrative Office.
- (d) Armored Car Services.
- (e) Office Supplies.
- (f) Copy Services.
- (g) Vehicle Usage.
- (h) Uniform Rental.

Indirect Costs will not include:

- (a) Share of On Street Parking such as Meter Collections, On Street Enforcement, and Violations Administration.
- (b) Share of Parking Lots.

6. The City shall submit to the JPA an invoice for all direct and indirect costs paid by the City with regard to Decks 1, 2 and 3, together with supporting documentation. The JPA shall

reimburse City for all properly incurred costs which relate to the operation of Decks 1, 2 and 3. Said payment to be made within thirty (30) days following receipt of an invoice for said payment.

7. Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until August 31, 2015 and shall continue thereafter on a year-to-year basis. Notwithstanding anything in this Agreement to the contrary, either party may terminate and cancel this Agreement at any time upon thirty days advance written notice to the other party.

8. Insurance. The City shall at all times maintain public liability insurance in the form of a commercial or comprehensive general liability policy, or an acceptable substitute policy form as permitted by legal counsel for the JPA, with a minimum combined singled limit of \$1,000,000.00 aggregate for any one occurrence. The City shall require any contractor or subcontractors for work on the JPA Property to carry Contractor's Public Liability and Property Damage Insurance, where applicable.

9. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the JPA, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the City, or anyone for whose acts any of them may be liable. This section will not require the City to indemnify or hold harmless the JPA for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the JPA. To the fullest extent permitted by law, the JPA shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the JPA, or anyone for whose acts any of them may be liable. This section will not require the JPA to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the City. The City and the JPA do not waive their respective governmental immunity by entering into this Agreement and both shall fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

10. Capacity. The undersigned individuals do hereby agree and represent that they are legally capable to sign this Agreement and to lawfully bind the parties to this Agreement.

Executed by the JPA and City this _____ day of _____, 2014.

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

By: _____
Chris Beutler, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

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. 11 to the Agreement for Environmental Remediation
4 Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public
5 Agency to include free product recovery and monitoring at the Canopy Lots site under existing
6 Task 8; conducting additional investigation to delineate the PCB contamination at the Alter South
7 site under existing Task 24; completing a final report to be submitted to NDEQ and EPA for the
8 cleanup of PCB contamination at the Alter North site under Task 28 and extending the overall
9 contract date to December 31, 2015, is hereby approved and the Chairperson of the West
10 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
11 Amendment No. 11 on behalf of the JPA.

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

14 Adopted this _____ day of November, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler

Tim Clare

Doug Emery

AMENDMENT NO. 11
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 _____ 2014 and approved by Resolution No. _____.

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

The general description of work covered by this Amendment shall include conducting free product recovery and monitoring at the Canopy Lofts site under existing Task 8; conducting additional investigation to delineate the PCB contamination at the Alter South site under existing Task 24; completing a final report to be submitted to NDEQ and EPA for the cleanup of PCB contamination at the Alter North site under Task 28 and extending the overall contract date to December 31, 2015.

A detailed breakdown of the scope and fee for this amendment is included in the attached "**Amendment No. 11 to Scope of Services.**"

The total estimated fee for completion of the work associated with this Amendment is **\$153,192.00**, which increases the total not-to-exceed contract amount from **\$2,309,029.17** to **\$2,462,221.17**.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described in the attached "**Amendment No. 11 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: Senior Vice President

Attachment:

Amendment no. 11 to Scope of Services

Amendment No. 11 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. 11 provides for scope and fee for supplemental ongoing free product recovery, monitoring and reporting under existing Task 8; additional investigation of PCB, heavy metal and hydrocarbon contamination at the former Alter Trading Corporation property under existing Task 24; completion of a remediation report to NDEQ and EPA for the PCB remediation activities at the northern portion of the former Alter Trading Corporation property under existing Task 28 and extending the contract date to December 31, 2015.

Task 8 – T-200 Investigation

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$135,348.58

Supplemental Request: Supplemental monitoring and reporting is required to monitor six (6) groundwater monitoring wells, to recover free product, and to complete groundwater monitoring reports under the NDEQ’s Petroleum Remediation Program. Specifically, NDEQ has requested that any residual free product remaining after the “Big Dig” that is present in the monitoring wells installed in the Block 1 North (Canopy Loft) Area, Block Southeast (Hotel) Area, and West (Deck 1) Area of the WHRSN be recovered. This supplemental request is for monthly free product recovery for one year with quarterly reporting to NDEQ.

Additional fees of **\$33,052.00** are requested to complete this supplemental work as detailed below bringing the total authorization of Task 8 to **\$168,400.58**.

ITEM/DESCRIPTION	T-200 RATE	Task 8	
		T-200 Investigation - Free Product Recovery	
LABOR		HRS	\$\$
Project Manager	\$140.00	16	\$2,240
Environmental Scientist	\$96.00	32	\$3,072
Sr. Technician	\$87.00	96	\$8,352
Technician	\$67.00	96	\$6,432
TOTAL LABOR (HRS/\$)		240	\$20,096
EXPENSES		UNITS	\$\$
Travel/Mileage	\$0.56	100	\$56
Water Level Indicator	\$50.00	12	\$600
Vacuum Truck Contractor (Tan Aire)	\$1,000.00	12	\$12,000
Misc. Equipment	\$300.00	1	\$300
TOTAL EXPENSES			\$12,956
TOTAL TASK/ACTIVITY			\$33,052

Task 24 – VCP Investigation and Remedial Action Plan Preparation – Former Alter Trading Corporation Property

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$143,562.00

Supplemental Request: Supplemental funding is required to cover out of scope tasks required by EPA and NDEQ including amendment of the project Quality Assurance Project Plan (QAPP) for the site investigation, waste characterization and cleanup activities conducted at the West Haymarket Redevelopment Site South (WHRSS), to perform additional investigations to characterize the PCB contamination at the former Alter Trading Corporation property, and to conduct further investigations to delineate the extent of heavy metals and polycyclic aromatic hydrocarbons (PAH) contamination at new “Focus Areas” identified at the site.

Additional fees of **\$113,704.00** are requested to complete this supplemental work as detailed below bringing the total authorization of Task 24 to **\$257,266.00**.

FEE ESTIMATE			
PROJECT NAME:		WHRA	
PROJECT LOCATION:		Lincoln, NE	
CLIENT:		City of Lincoln	
ITEM/DESCRIPTION		Task 24	
		RATE	Alter South QAPP, IR/RAP & TSCA Documentation
LABOR		HRS	\$\$
Project Manager		\$140.00	80 \$11,200
Geochemist/Data Specialist		\$132.00	120 \$15,840
Senior Environmental Scientist		\$132.00	250 \$33,000
Environmental Scientist		\$96.00	188 \$18,048
Senior Technician		\$87.00	80 \$6,960
WP Support/Accounting		\$50.00	24 \$1,200
TOTAL LABOR (HRS/\$)			742 \$86,248
EXPENSES		UNITS	\$\$
Travel/Mileage		\$0.56	100 \$56
Drilling Services (GeoProbe)		\$2,000.00	6 \$12,000
Lab Expenses		\$15,000.00	1 \$15,000
Misc. Supplies		\$200.00	2 \$400
TOTAL EXPENSES			\$27,456
TOTAL TASK/ACTIVITY			\$113,704

Task 28 – “N” Street North Remediation and Reporting

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$64,757.00

Supplemental Request: Supplemental funding is required to complete a final report to EPA regarding the remediation of PCB contamination on the northern portion of the former Alter Trading Corporation property. Supplemental funding is required for out of scope activities resulting from the need to address additional areas of contamination and to provide additional documentation supporting the cleanup operations to EPA and NDEQ.

Additional fees of **\$6,436.00** are requested to complete this supplemental work as detailed below bringing the total authorization of Task 24 to **\$71,193.00**.

		Task 28	
ITEM/DESCRIPTION	RATE	"N" Street North Remediation and Reporting	
LABOR		HRS	\$\$
Project Manager	\$140.00	4	\$560
Senior Environmental Scientist	\$132.00	28	\$3,696
Senior Environmental Scientist QC	\$132.00	4	\$528
Environmental Scientist	\$96.00	12	\$1,152
WP Support/Accounting	\$50.00	8	\$400
TOTAL LABOR (HRS/\$)		48	\$6,336
EXPENSES		UNITS	\$\$
Misc. Expenses	\$100.00	1	\$100
TOTAL EXPENSES			\$100
TOTAL TASK/ACTIVITY			\$6,436

RESOLUTION NO. WH- _____

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

3 That the attached Parking Rights Agreement between the West Haymarket Joint Public
4 Agency and the City of Lincoln regarding use of the JPA’s West Depot Parking Lot and
5 Construction Parking Lot for City public parking, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Parking Rights Agreement on behalf of the West Haymarket Joint Public Agency.

8 The City Clerk is directed to return one fully executed copy of the Parking Rights
9 Agreement and a copy of this Resolution to Rick Peo, Chief Assistant City Attorney, for transmittal
10 to Wayne Mixdorf, Parking Services, Urban Development Department.

11 Adopted this _____ day of _____, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

PARKING RIGHTS AGREEMENT

This Parking Rights Agreement ("Agreement") is made and entered into effective as of the 1st day of December, 2014 by and between the West Haymarket Joint Public Agency ("JPA") and the City of Lincoln, Nebraska (the "City").

RECITALS

A. The JPA is the owner of certain real property generally located west of Canopy Street and north of N Street in Lincoln, Lancaster County, Nebraska which is shown and described as the "BNSF Parking, West Depot Parking and the Construction Parking/Event Parking" on the attached Exhibit (hereinafter "BNSF Parking Lot," "West Depot Parking Lot," and "Construction Parking Lot," respectively); and

B. The City is seeking to use the West Depot Parking Lot and the Construction Parking Lot for City public parking; and

C. The parties are mutually desirous of entering into this Agreement.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. License.

A. West Depot Parking Lot. The JPA hereby grants the City the license and privilege to use of the JPA Parking Lot for sale of parking spots to the public on an hourly, daily or monthly basis (the "West Depot Lot Parking Rights") throughout the Term; including the right to sell parking spots on the West Depot Parking Lot on Husker home football game days, including the Husker spring game, beginning from approximately 6:00 a.m. and continuing until two hours after the end of any home football game days.

B. Construction Parking Lot. The JPA hereby grants to the City the license and privilege to use the Construction Parking Lot for the sale of parking spots to the public for (1) weekend parking beginning from approximately 6:00 p.m. Friday and terminating no later than 6:00 a.m. the following Monday, and (2) event parking on Monday through Thursday beginning after 6:00 p.m. and continuing until two hours after the end of the event ("Construction Lot Parking Rights").

2. Term. The term of this license is deemed to have commenced on December 1, 2014 and shall continue until November 30, 2015 (the "Term"); provided, however, the Term may be extended by the City for three additional one year terms upon written notice to the JPA given at least thirty (30) days prior to the expiration of the Term. Notwithstanding anything in this Agreement to the contrary, each party reserves the right at any time, upon thirty (30) days advance written notice to the other party, to terminate and cancel this Agreement prior to November 30,

2015 (or the expiration date of any extension thereafter), and all rights granted hereunder shall immediately terminate and cease and neither shall not be held liable by reason thereof.

3. Rent. The City agrees to pay the JPA the sum of \$3,500 per month and to perform the Maintenance Obligation in paragraph 4 below for the Parking Rights described in paragraph 2 above throughout the term, including any extension thereof. The \$3,500 payment for each month shall be paid on or before the 15th day of the following month.

4. Maintenance Obligations. The City will be responsible for keeping the West Depot Parking Lot, the Construction Parking Lot, and the BNSF Parking Lot in good order and state of repair so as to prevent deterioration thereof for the duration of this Agreement. The City shall further perform grass and vegetation management and keep said Parking Lots free from litter, debris and unsafe conditions and cleared of snow and ice.

5. Insurance. The City shall at all times maintain public liability insurance in the form of a commercial or comprehensive general liability policy, or an acceptable substitute policy form as permitted by legal counsel for the JPA, with a minimum combined singled limit of \$1,000,000.00 aggregate for any one occurrence. The City shall require any contractor or subcontractors for work on the JPA Property to carry Contractor's Public Liability and Property Damage Insurance, where applicable.

6. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the JPA, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the City, or anyone for whose acts any of them may be liable. This section will not require the City to indemnify or hold harmless the JPA for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the JPA. To the fullest extent permitted by law, the JPA shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the JPA, or anyone for whose acts any of them may be liable. This section will not require the JPA to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the City. The City and the JPA do not waive their respective governmental immunity by entering into this Agreement and both shall fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

7. Limitation on Liability. The City shall not be liable for trespass or any other damages or takings of any kind arising out of entering on to the JPA Property for the purposes provided herein, except as specifically provided in this Agreement.

8. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Nebraska without reference to the principles of conflicts of law.

9. Integration, Amendments, Assignment. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

10. Severability and Savings. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

11. Capacity. The undersigned individuals do hereby agree and represent that they are legally capable to sign this Agreement and to lawfully bind the parties to this Agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement as of the date first set forth above.

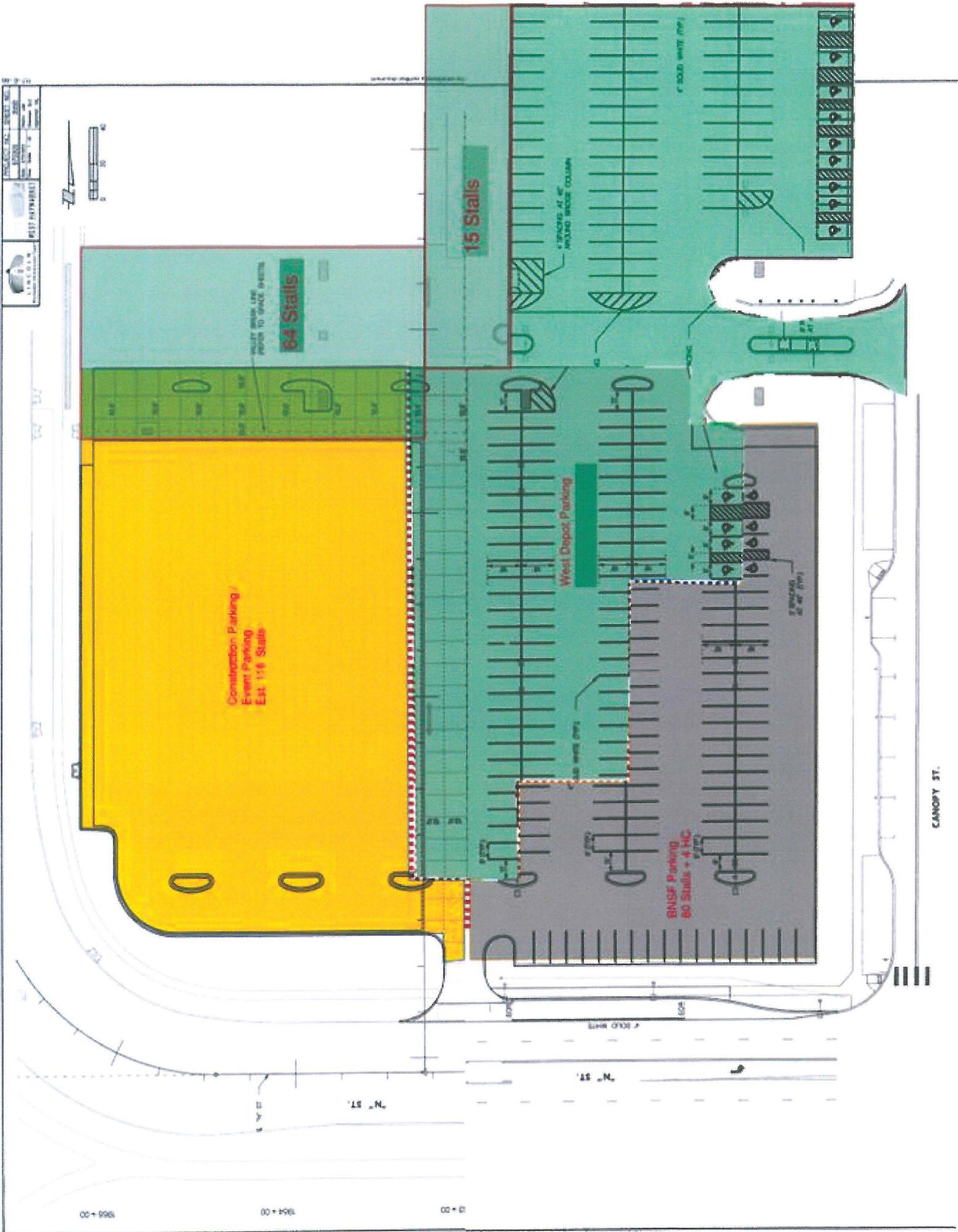
West Haymarket Joint Public Agency

By: _____
Chris Beutler, Chair

City of Lincoln, Nebraska

By: _____
Chris Beutler, Mayor

PROJECT NO. 15-00000000
 DATE 08/15/2014
 DRAWN BY J. HARRIS
 CHECKED BY J. HARRIS
 PROJECT DESCRIPTION
 LANSING
 WEST SIDE STATION



00 + 000

00 + 100

00 + 200

RESOLUTION NO. WH- _____

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

3 That the attached Change Order No. 3 to the Contract Agreement between the JPA and
4 Hawkins Construction Company for Construction of the West Haymarket Parking Lot Festival
5 Space and Pedestrian Bridge, pursuant to Bid No. 12-291, for a decrease in the final contract sum, is
6 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Change Order No. 3 on behalf of the JPA.

8 The City Clerk is directed to return one fully executed copy of the Change Order to Caleb
9 Swanson, PC Sports, 311 N. 8th Street, Lincoln, NE 68508, for transmittal to Hawkins Construction
10 Company.

11 Adopted this _____ day of _____, 2014.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

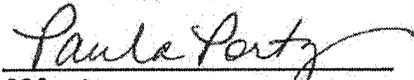
Tim Clare

Doug Emery

West Haymarket Joint Public Agency

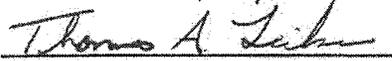
CHANGE ORDER									
PROJECT: WH Pedestrian Bridge & Festival Space	CHANGE ORDER NO.: Three (3)								
PROJECT ID #: 870201	CHANGE ORDER DATE: October 27, 2014								
CONTRACTOR: Hawkins Construction Co.	CONTRACT DATE: December 18, 2012								
<p>You are directed to make the following changes to the contract:</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="padding: 5px;">Final adjustments for quantity overruns and underruns on contract line items.</td> <td style="text-align: right; padding: 5px;">\$ (179,951.16)</td> </tr> <tr> <td colspan="2" style="padding: 10px 0 0 40px;"> WCD #58-61 Work associated with removal of old 901 Building water meter, installation of new meter in the building, removal of old meter vault, abandonment of old fire service and PIV valve. </td> </tr> <tr> <td></td> <td style="text-align: right; padding: 5px;">\$ 34,216.45</td> </tr> <tr> <td style="padding: 10px 0 0 40px;">Subtotal</td> <td style="text-align: right; padding: 10px 0 0 40px;"><u>\$ (145,734.71)</u></td> </tr> </table>		Final adjustments for quantity overruns and underruns on contract line items.	\$ (179,951.16)	WCD #58-61 Work associated with removal of old 901 Building water meter, installation of new meter in the building, removal of old meter vault, abandonment of old fire service and PIV valve.			\$ 34,216.45	Subtotal	<u>\$ (145,734.71)</u>
Final adjustments for quantity overruns and underruns on contract line items.	\$ (179,951.16)								
WCD #58-61 Work associated with removal of old 901 Building water meter, installation of new meter in the building, removal of old meter vault, abandonment of old fire service and PIV valve.									
	\$ 34,216.45								
Subtotal	<u>\$ (145,734.71)</u>								
The Original Contract Sum:	\$ 7,270,489.12								
Net Change by Previously Authorized Change Order:	\$ (51,996.57)								
The Contract Sum prior to this Change Order:	\$ 7,218,492.55								
The Contract Sum will be (increased)(decreased)(unchanged):	\$ (145,734.71)								
The New Contract Sum including this Change Order:	\$ 7,072,757.84								
The Contract Time will be (increased)(decreased)(unchanged):	0								

Reviewed / Approved:



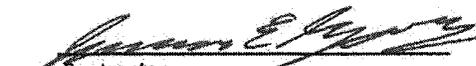
 PC Sports

Date: 11/4/14



 Engineer of Record

Date: 10-31-14



 Contractor

Date: 10/29/14

If over \$25,000 and under \$99,999.99

 Mayor Beutler

Date: _____

If over \$100,000

 JPA Approval

Date: _____



CONTRACT CHANGE ORDER

Contract Haymarket Imp. Parking Lot, Fe, Haymarket Imp. Parking Lot, Festival Space & Pedestrian Bridge Project 87020
 Change Order No. : 3
 Change Order Date : 07/07/2014
 Approved Date :

Owner :

Contractor :

HAWKINS CONSTRUCTION CO
 317 SOUTH 12TH STREET, SUITE 100

SUMMARY OF CHANGES

ORIGINAL CONTRACT AMOUNT	\$7,270,489.12
CURRENT CONTRACT AMOUNT	\$7,218,492.55
NET CHANGE THIS ORDER	-\$145,734.71
AMOUNT AFTER CHANGE	\$7,072,757.84

SHORT DESCRIPTION

Contract Change Order for Bid Item Underruns, Overruns, Items Not Used & New Change Oder Items

DESCRIPTION OF CHANGES

Refer to itemized bid items stated below.

INCREASE/DECREASE

Line No.	Pay Item No.	Description	Unit	Proposed Qty	Unit Price	Total
3	01.04001	Pavt & Sidewalk Rem	CY	-276.8733	\$21.6700	-\$5,999.84
6	01.11001	Adj MH to Grade	EA	-1.0000	\$239.4200	-\$239.42
10	02.05001	Excavation	CY	-89.8933	\$4.0100	-\$360.47
11	02.08001	Earthwork Measured in Embankment	CY	1,924.2930	\$5.4600	\$10,506.64
18	04.09601	COMBINED CURB & GUTTER	LF	-64.1000	\$13.8700	-\$889.07
26	09.03001	Crushed Rock Roadway Surfacing	TON	-200.0000	\$29.8300	-\$5,966.00
27	13.07004	Paint Mkg, 4" W	LF	51.9000	\$0.4000	\$20.76
37	20.07001	Conc for Collars, Elbows, Plugs & Hdws	CY	-0.4600	\$580.3900	-\$266.98
38	20.07002	Reinf Steel for Collars, Elbows, Plugs & Hdws	LBS	-61.0000	\$0.9000	-\$54.90
39	20.09001	Conc for Thrust Blocks & Anchorages	CY	-0.6000	\$410.9300	-\$246.56
40	20.09002	Reinf Stil for Thrust Biks & Anchorages	LBS	-50.7000	\$2.0200	-\$102.41
41	21.03018	Rem Storm Sewer Pipe, 18"	LF	-37.0000	\$6.6000	-\$244.20
42	21.03030	Rem Storm Sewer Pipe, 30"	LF	-26.0000	\$6.6000	-\$171.60
43	21.03315	RCP Storm Sewer, CI III, 15"	LF	-14.5000	\$23.7100	-\$343.80
53	21.12215	RC FES, 15"	EA	-1.0000	\$552.4900	-\$552.49
56	21.16001	Geotextile Filter Fabric	SY	-660.2200	\$2.0700	-\$1,366.66
59	23.04006	Rem 6" Water Main	LF	-5.0000	\$11.9600	-\$59.80
60	23.04106	Rem & Salvage Reducer	EA	-1.0000	\$119.5400	-\$119.54

Line No.	Pay Item No.	Description	Unit	Proposed Qty	Unit Price	Total
63	23.07072	Anchoring Coupling, MJ (L=18"), 6"	EA	-1.0000	\$172.2100	-\$172.21
73	23.07506	Solid Sleeve, MJ (L=12"), 6"	EA	-2.0000	\$203.6200	-\$407.24
77	23.07806	Retainer Glands, MJ, 6"	EA	-3.0000	\$54.3200	-\$162.96
91	24.01022	Rem Pull Box	EA	-2.0000	\$103.7200	-\$207.44
105	30.07005	Seeding, Ty "E"	AC	-1.0822	\$3,448.4300	-\$3,731.89
106	30.08001	Sodding	SF	-453.0000	\$7.9900	-\$3,619.47
108	32.02001	Synthetic Fabric Silt Fence Inst	LF	-2,358.3000	\$2.8200	-\$6,650.41
109	32.02002	Synthetic Fabric Silt Fence Maint	LF	-15,958.0000	\$1.1500	-\$18,351.70
110	32.02003	Synthetic Fabric Silt Fence Rem	LF	-5,016.0000	\$0.5700	-\$2,859.12
111	32.03001	Construction Entrance Surfacing	TON	-611.0200	\$24.0000	-\$14,664.48
113	32.04002	Curb Inlet Protection Maint	EA	-8.0000	\$57.4800	-\$459.84
114	32.04003	Curb Inlet Protection Rem	EA	-4.0000	\$34.4900	-\$137.96
115	32.05101	BD ECB, Type I	SY	-1,937.0000	\$1.8300	-\$3,544.71
134	50.00001	Chain Link Fence Double Swing Gate, 24'-0" Wide	EA	-5.0000	\$1,080.5100	-\$5,402.55
138	50.00001	Pothole Existing Utility	EA	-3.0000	\$241.3900	-\$724.17
174	50.00001	Fence Lower Cable Anchors	EA	-226.0000	\$16.6600	-\$3,765.16
175	50.00001	Seat Bracket Anchors	EA	-56.0000	\$16.6600	-\$932.96
249	50.00001	Core Drill Existing Concrete	EA	2.0000	\$63.0000	\$126.00
176	50.00005	PVC Pipe Sleeve, 2"	LF	-30.0000	\$1.8100	-\$54.30
178	50.00005	Remove Fence	LF	-718.0000	\$0.8600	-\$617.48
179	50.00005	Chain Link Fence, 96"	LF	-3,191.0000	\$17.1800	-\$54,821.38
180	50.00005	Chain Link Construction Fence	LF	-34.7000	\$4.7100	-\$163.44
183	50.00005	Install PVC Storm Sewer With Restained Joints, 12"	LF	-3.0000	\$23.1300	-\$69.39
202	50.00005	HP 12x53 Steel Piling	LF	-20.5200	\$32.3000	-\$662.80
203	50.00005	HP 14/73 Steel Piling	LF	-100.4800	\$41.0600	-\$4,125.71
207	50.00005	4" Conduit In Bridge	LF	-120.0000	\$35.1000	-\$4,212.00
250	50.00005	Montage II Fence (96" Ht)	LF	-1.0000	\$95.8440	-\$95.84
215	50.00015	Extra Work Items	LS	-0.0186	\$500,000.0000	-\$9,300.00
224	50.00020	COVER CROP SEEDING	AC	-7.0800	\$798.8800	-\$5,656.07
243	50.00035	Granular Material for Subgrade Stabilization	TON	-1,038.6300	\$21.7800	-\$22,621.36
233	50.00040	Pervious Concrete Pavement	SY	-22.0000	\$69.2200	-\$1,522.84
244	50.00040	GeoGrid	SY	-1,455.1106	\$2.1300	-\$3,099.39
236	50.00045	Scour Stop	SF	-16.0000	\$16.1600	-\$258.56
238	50.00050	Construction Staking for Utilities	HRS	-5.0000	\$109.2000	-\$546.00
Total						-\$179,951.16

New Items

Line No.	Pay Item No.	Description	Unit	Proposed Qty	Unit Price	Total
	50.00015	Misc LS - Amount deducted from Contractor's Contract for Bid Item #215 - Extra Work Items, Pay Item No. 50.00015 due to rounding of posted vs actual costs resulting from rounding of four (4) decimal places of one (1) LS unit cost of \$500,000.00. Per Extra Work Item Log Spreadsheet for Line Item #215; total posted cost amount equated to \$490,700.00 vs total actual cost amount equated to \$490,436.62 resulting in a net difference of \$263.38. So, \$263.38 was over paid to Contractor and needs to be deducted from Contractor's Contract for Bid Item #215.	LS	1.0000	-\$263.3800	-\$263.38
	50.00015	Misc LS - Additional Work Per WCD #058	LS	1.0000	\$14,284.2000	\$14,284.20
	50.00015	Misc LS - Additional Work Per WCD #059	LS	1.0000	\$14,994.0000	\$14,994.00
	50.00015	Misc LS - Additional Work Per WCD #060(Rev1)	LS	1.0000	\$994.1400	\$994.14
	50.00015	Misc LS - Additional Work Per WCD #061(Rev1)	LS	1.0000	\$4,207.4900	\$4,207.49
Total						\$34,216.45

* Marked Items are Non Contract Items.

CONTRACT TIME

Contract Begin Date	Original Contract Days	Current Contract Days	Additional Contract Days
12/19/2012	309.00	309.96	0.00

DESCRIPTION