

**MEETING NOTICE  
FOR THE WEST HAYMARKET  
JOINT PUBLIC AGENCY (JPA)  
TO BE HELD THURSDAY, MARCH 25, 2021 AT 2:30 P.M.**

**CITY-COUNTY BUILDING  
COUNCIL CHAMBERS, 1ST FLOOR  
555 S. 10<sup>TH</sup> STREET  
LINCOLN, NE 68508**

**FOR THE PROTECTION OF THE PUBLIC, STAFF, AND BOARD MEMBERS, THE WEST HAYMARKET JOINT PUBLIC AGENCY WILL BE VIDEOCONFERENCING ITS MEETING OF MARCH 25, 2021. TWO BOARD MEMBERS MAY PARTICIPATE BY VIDEOCONFERENCE AND IF THEY CHOOSE TO ATTEND VIRTUALLY, TAMMY WARD WILL BE LOCATED AT 641 N.W. 20<sup>TH</sup> STREET, LINCOLN, NEBRASKA AND TIM CLARE WILL BE LOCATED AT 6712 HICKORY CREST CIRCLE, LINCOLN, NEBRASKA.**

**YOU MAY VIEW THE MEETINGS AT [HTTPS://YOUTUBE.COM/LNKTVcity](https://youtube.com/LNKTVcity)  
OR [HTTPS://FACEBOOK.COM/LNKTVcity](https://facebook.com/LNKTVcity)**

**IF YOU HAVE CONCERNS YOU WISH TO EXPRESS TO THE BOARD MEMBERS,  
PLEASE EMAIL THEM TO [KSIMONSON@LINCOLN.NE.GOV](mailto:ksimonson@lincoln.ne.gov).**

**IF YOU STILL WISH TO APPEAR IN PERSON ON AN ITEM ON THE AGENDA,  
YOU MAY COME TO THE COUNTY-CITY BUILDING,  
555 S. 10TH STREET, 1<sup>ST</sup> FLOOR, CHAMBERS**

**FOR THOSE WHO WISH TO TESTIFY ON AN AGENDA ITEM BY VIDEO, YOU  
ARE INVITED TO THE FOLLOWING ZOOM WEBINAR:**

**WHEN: MARCH 25, 2021 02:30 PM CENTRAL TIME (US AND CANADA)**

**TOPIC: WEST HAYMARKET JPA**

**<https://lincolnne.zoom.us/j/95076756302?pwd=aFQzdFZSanNXcTJrNjM1R29SWUQ3QT09>**

**Password: 943665**

**AGENDA FOR THE WEST HAYMARKET  
JOINT PUBLIC AGENCY (JPA)  
TO BE HELD THURSDAY, MARCH 25, 2021 AT 2:30 P.M.  
CITY-COUNTY BUILDING  
COUNCIL CHAMBERS, 1ST FLOOR  
555 S. 10<sup>TH</sup> STREET  
LINCOLN, NE 68508**

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement  
*Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.*
3. Approval of the minutes from the JPA meeting held February 25, 2021.
  - (Staff recommendation: Approval of the minutes as presented)
4. Approval of February 2021 Payment Register and review of the February 2021 Expenditure Reports. (David Young)
  - Public Comment
  - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Reports).
5. WH 21-6 Resolution to approve Amendment No. 1 to Purchase Agreement between the West Haymarket JPA and South Canopy, LLC. (Chris Connolly)
  - Public Comment
  - (Staff recommendation: Approval)
6. WH 21-7 Resolution to waive all fees due under contracts for premium seats for the fiscal year 2020-2021. (Chris Connolly)
  - Public Comment
  - (Staff recommendation: Approval)
7. WH 21-8 Resolution to authorize staff to renegotiate all contracts for club seats. (Chris Connolly)
  - Public Comment
  - (Staff recommendation: Approval)
8. Next Meeting Date: The next meeting date will be Thursday, April 29, 2021 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
9. Motion to Adjourn

**WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)**  
**Board Meeting**  
**February 25, 2021**

Meeting Began At: 2:31 P.M.

Meeting Ended At: 3:09 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tammy Ward

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

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

**Item 2 - Public Comment and Time Limit Notification.**

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

**Item 3 – Approval of the minutes from the JPA meeting held January 28, 2021.**

Clare moved approval of the minutes as presented. Ward seconded the motion. Motion carried 3-0.

**Item 4 - Approval of January 2021 Payment Register and Review of January 2021 Expenditure Reports.**

David Young, Interim Finance Director and JPA Treasurer, stated in reviewing the January 2021 payment register the operating budget had \$341,551.33 in operating expenditures with the major payments consisting of a payment of \$5,193.30 to County/City Property Management for 20-21 janitorial and minor maintenance at the Amtrak Station, this was previously paid out monthly and now will be paid out annually; \$19,916.58 to the Lancaster County Treasurer for 2020 West Haymarket Maintenance Special Assessments on eight JPA properties; a DEC payment of \$214,310.50 of which 69% or \$148,203.30 is billed to the West Haymarket private customers; \$72,135.43 for parking deck management for December 2020; and \$27,353.04 to Pinnacle Bank Arena for arena repair and maintenance.

Young presented a graph showing three scenarios for occupation tax revenues. At the peak in 2019 we were projecting out to the year 2033 revenue levels. The worst case scenario is that we do not come back to full occupancy at the arena and the Haymarket Railyard until 2024 and the standard 2% growth in occupation taxes are collected. In this scenario, the JPA fund is still whole. Scenario number two looks at coming back to full occupancy in August of this year with a standard 2% growth in occupation taxes attaining just below the original projection and still being able to pay all of our bills. Finally, scenario number three looks at opening in August of this year with a 3.41% growth in occupation taxes over the original projections. This is less than what has been seen over the last eight years, but the JPA fund is whole and we will still be able to pay the bills.

Jane Kinsey, Watch Dogs of Lincoln Government, asked if the JPA pays the DEC and is then reimbursed by the businesses. Young confirmed that is correct. Kinsey asked if the arena has cut expenses. Young confirmed they cut all of the expenses they can. Tom Lorenz, General Manager of Pinnacle Bank Arena, explained when you have a time like this, multiple things are looked at. You cut staffing as much as possible using furloughs, cut hours, cut down on utilities, cut food and beverage expenses, most repairs were done early on so there are very few repairs to get done. Kinsey asked if staff has been furloughed and Lorenz confirmed they have been.

There being no further discussion or public comment, Clare moved approval of the payment register. Ward seconded the motion. Motion carried 3-0.

**Item 5 – WH 21-3 Resolution to approve two Memorandums of Understanding between the West Haymarket JPA and Project Control of Texas, Inc., and Alfred Benesch and Company, for Construction Management Services for terms through August 31, 2021 with combined costs not to exceed \$60,000.00. (Chris Connolly)**

Chris Connolly, Chief Assistant City Attorney, stated the Project Control has been managing projects for the JPA for a number of years. Their contract expired at the end of 2020. Options were explored going forward and purchasing recommended using two project managers to manage projects that need to be done in the JPA area. An arrangement was worked out with Project Control and Alfred Benesch Company to be co-project managers going forward. Each of them submitted an agreement for approval. There is a process for determining who will manage each project. There will be a committee of three individuals appointed to make decisions on projects that are not already on a list of projects for Project Control. Project Control will continue to manage the projects already on their list and any future projects will be decided by the committee consisting of Jennifer Brinkman, Bob Walla, and Chris Connolly for project management. The dollar amount is \$60,000 as finance determined that between now and the end of the fiscal year is an appropriate amount based on the last year of Project Controls contract totaling \$80,000.

Clare commented that both companies have worked on the arena and in the JPA area since day one and he appreciates their hard work. He stated, if it wasn't for PC Sports, we would not be in this position today. They did an amazing job in getting us across the finish line.

Gaylor Baird echoed Clare's gratitude to the folks who helped to build and put this arena in place. She commented never in our wildest dreams did we imagine it would be used for the purposes it is being used for at this moment. There are hundreds if not thousands of seniors from our community who are strolling through getting their second dose of the COVID-19 vaccine. The arena was meant to improve our quality of life, but now it is actually saving lives. Thank you for making that possible.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

**Item 6 - WH 21-4 Resolution to approve a Memorandum of Understanding between the West Haymarket JPA and the Lincoln-Lancaster County Health Department for purposes of administering COVID-19 vaccines at the Pinnacle Bank Arena. (Chris Connolly)**

Connolly stated we have a vaccination program going on at the Pinnacle Bank Arena. This has been very good for our community. We felt that it was important to have an agreement in place between the City through the Health Department and the JPA regarding certain responsibilities concerning the operation of the vaccination clinics. The MOU lays out some general duties for each of the parties. It will be the responsibility of the Health Department to do vetting and credentialing of medical staff. It will be the responsibility of the JPA to maintain and clean the building and provide table, chairs, and staff as needed to assist the operations as needed. It is not a lease. The term is for eight months. The City through the Health Department will reimburse the JPA for out of pocket expenses above and beyond what it would take for the JPA to operate under the current situation such as increased costs on disinfectant, increased staffing, and catering for staff.

Clare commented never in our wildest dreams did we think we would be using the arena to help vaccinate thousands of people and save lives along the way. He gave a shout out to Tom Lorenz and his team for doing this. The difference this is making in Lincoln is remarkable.

Ward commented that she volunteered a couple of weeks ago at the arena. She gave kudos to Tom Lorenz and his staff. She further commented, who knew we would be using the arena for this but thank goodness we have it and thanked everyone for their work on this.

Kinsey stated it is really easy for administration to sit on their heels and say how wonderful things are and how they are going, but on the other side of the mountain things are different. She gave credit to the PBA as everything there ran smoothly, however, setting up appointments is a nightmare. First thing they sent out an email an hour before a person was supposed to appear. There were 20 forms you were supposed to go over. The next thing was they told people to call them, everyone called at the same time and the phones crashed. They missed people or moved people up a week or two early on the follow-up appointments. Now they are calling people out the day of and asking them to come down and get their second shot. It could have been more organized. Kinsey asked why there is an agreement now after its half over. Connolly explained this came up very quickly. We didn't know when the vaccines would be coming in, and it is difficult to get this kind of agreement done immediately. It was done as quickly as it could be done and there will be plenty more vaccine clinics in the next several months. Kinsey asked if City Council had to approve this. Connolly explained they did not. She further asked how long this will last. Connolly stated it will go for eight months and if we get to the end of the eight months and needs to go longer, we can renew this agreement. Kinsey asked if the Health Department was agreeable to this. Connolly confirmed the Health Director has already signed off on the agreement. Kinsey commented it gave people some work who might otherwise not have any work.

Clare stated that Tom and his team are providing the vaccinations during the day and then cleaning it up so that basketball can be played. Next week and the week after will be busy with the basketball tournament which will help out with the occupation taxes since people will be coming to town, staying in hotels, and buying food at restaurants.

Gaylor Baird added there were some issues because we have so many members of our community who want the vaccine and we have been working to improve the process and we will continue to work hard to make it as smooth as possible. She thanked David Young and his team in Information Services who have helped to automate many of the processes that were initially paper based. Each clinic gets a little bit better and a little bit faster. She thanked LPD and Aging Partners and stated this is really a team effort across the City with health care providers and physicians. She commented that it is an inspiring effort of so many people coming together to get this done to protect our community.

There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

**Item 7 – WH 21-5 Resolution to approve a Marketing Services Agreement between the West Haymarket JPA and IMG College for marketing services and sponsorship rights at Pinnacle Bank Arena. (Chris Connolly)**

Connolly stated we have a new marketing agreement worked out with IMG who has been our partner in marketing of PBA since the beginning. It is an amendment and a restatement of the current agreement. It is an eight year extension of the current agreement. There will still be guaranteed payments of \$1 million. There will be the recapture of the revenues due to be paid in the last year that weren't able to be paid. They will be paid out over the course of three years. The guaranteed payments will start to escalate, and we will have an opportunity to make money off of the revenue splits in the agreement. In other words, the first \$1 million would be for the guarantee and under the new arrangement the next \$550,000 would be for IMG. Anything above the \$550,000 for the first 2 years would be split 50/50 between the two parties. From there, everything starts to escalate on both the guarantee side and the revenue split side. Most of the other terms and conditions are pretty much the same besides updating some of the language. It is up to IMG to arrange the contract with the sponsors and advertisers and then they pay the JPA the money that comes off of it. They will have a team of three dedicated people that will be housed at Pinnacle Bank Arena and that is where they will work from. This will allow us to have better communications with them and Tom will be right there to work with them and be involved.

Young explained on the financial side they increased the value of the contract by \$1 million on our side over the eight years. It is a good commitment with good partners. In this time right now when you see marketing agreements failing across the country due to lack of attendance this is a very good agreement for us.

Lorenz stated he was going through some original documents when this was being put together and one of the projections for the marketing agreement was thinking it would be between \$200,000 and \$400,000 a year. This is a \$1 million a year document. We are very excited. IMG does a terrific job. The staff is excellent, we work very closely together, and it has been a great relationship. He commented he is excited that we get to extend this for eight more years.

Kinsey stated there is no price on here. Connolly stated we are not sure exactly what we are going to make off of it. He explained it depends on how much advertising revenue is generated by IMG. There is a schedule in the contract for the guaranteed amounts. If they generate enough money, then it is split. In the long run this is a better deal. For the next eight years we get at

least \$1 million as a guarantee. Kinsey asked how long the contract is for and Connolly stated eight years.

Clare commented that it is really easy to fire and get rid of someone who doesn't fulfill a contract and never see them again. He appreciates loyalists and there is not one person in the world who hasn't been impacted in some way shape or form by COVID. The ability and willingness to go back and renegotiate is great and he is glad we got the contract in place. He thanked David Young, Tom Lorenz, and Chris Connolly for their work.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

**Item 8 - Set Next Meeting Date.**

The next meeting will be Thursday, March 25, 2021 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

**Item 9 – Motion to Adjourn**

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:09 p.m.

West Haymarket Joint Public Agency  
 Payment Register  
 February 2021

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2082570	229.87	02/04/21	157771
607006	MTZ Construction	Stoop Replacement PBA	OP	06095	5868	Endowment Maint & Repair	PV	2082571	18,785.00	02/04/21	157857
607006	MTZ Construction	Stoop Replacement PBA	OP	06095	5868	Endowment Maint & Repair	PV	2082572	3,875.00	02/04/21	157857
614375	Empire Netting and Fence	Fencing around RR Bridge	OP	06095	5621	Misc Contractual Services	PV	2082573	8,786.50	02/04/21	157874
614375	Empire Netting and Fence	Install bollards to RR bridge	OP	06095	5621	Misc Contractual Services	PV	2082574	1,325.84	02/04/21	157874
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2083144	347.23	02/11/21	157920
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2083145	124.00	02/11/21	157920
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2083146	46.69	02/11/21	157920
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2083147	113.99	02/11/21	157932
406174	BKD LLP	Client 0081643	OP	06095	5624	Auditing Service	PV	2083148	6,630.00	02/11/21	158006
598263	Project Control of Texas, Inc	PROJECT MGMT WH01142	OP	06095	5621	Misc Contractual Services	OV	2083143	2,394.50	02/11/21	158040
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5763	Printing	PV	2083071	17.96	02/11/21	158076
129525	City Controller	Festival Lot/Arena Dr Maint 21	OP	06095	5621	Misc Contractual Services	PV	2084659	55,265.00	02/17/21	622984
77921	County/City Property Management	JPA-CITY CONTROLLER 01/21	OP	06095	5261	Postage	PV	2084657	92.37	02/18/21	158138
102154	Public Building Commission	Space Rental 02/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2084661	86.10	02/18/21	158161
102154	Public Building Commission	Space Rental 02/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2084661	8.75	02/18/21	158161
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2084663	218,052.00	02/18/21	158212
616389	Midwest Office Automations	FD00 / 13475.01	OP	06095	5762	Photocopying	PV	2084371	13.98	02/18/21	158249
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2085371	218.09	02/24/21	623169
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 1/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2085372	56,560.93	02/24/21	623170
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 1/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2085372	35,377.25	02/24/21	623170
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 1/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2085372	43,322.83	02/24/21	623170
623762	Hannah Cook	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2085201	35.00	02/24/21	623171
623763	Shivang Vaida	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2085203	37.50	02/24/21	623172
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 1/21	OP	06095	5870	Other Bldg Maintenance	PV	2085373	26,035.92	02/25/21	158410
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 1/21	OP	06095	6076	Miscellaneous Equipment	PV	2085373	6,280.10	02/25/21	158410

Category: OP  
 total 484,062.40

Grand  
 total 484,062.40

	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00	1,190.87		1,309.13
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	1,190.87		2,059.13
12 Other Services & Charges						
5621 Misc Contractual Services	889,674.00	51,864.75	941,538.75	186,068.84	32,074.25	723,395.66
5624 Auditing Service	19,130.00		19,130.00	14,630.00		4,500.00
5628 Consultant Services	60,000.00	16,079.87	76,079.87	1,098.58	14,981.29	60,000.00
5631 Data Processing Service	1,248.00		1,248.00	1,248.00		
5633 Software	236,000.00		236,000.00			236,000.00
5637 Engineering & Design		3,476.43	3,476.43		3,476.43	
5643 Management Services	1,802,568.00		1,802,568.00	1,748,686.00		53,882.00
5643.61 Deck 1 Mgmt Services	897,964.00		897,964.00	266,734.11		631,229.89
5643.62 Deck 2 Mgmt Services	501,633.00		501,633.00	144,866.82		356,766.18
5643.63 Deck 3 Mgmt Services	587,662.00		587,662.00	188,252.36		399,409.64
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	169.50		330.50
5762 Photocopying	500.00		500.00	46.67		453.33
5763 Printing	250.00		250.00	17.96		232.04
5783 General Liability	25,755.00		25,755.00	25,755.00		
5784 Misc Insurance				301,012.35		301,012.35-
5786 Property	178,317.00		178,317.00	178,317.00		
5794 Public Officials	28,119.00		28,119.00	23,442.30		4,676.70
5795 Misc Insurance Floater	4,099.00		4,099.00	4,099.00		
5821 Electricity - Bldg & Grnds	8,500.00		8,500.00	3,356.26		5,143.74
5825 Natural Gas	1,300.00		1,300.00	903.53		396.47
5829 Telephone	1,350.00		1,350.00	671.27		678.73
5830 Water	1,500.00		1,500.00	639.95		860.05
5835 Thermal Heating & Cooling	2,980,000.00		2,980,000.00	1,280,487.00		1,699,513.00
5856 City Share Linc Center Maint	28,000.00		28,000.00	19,916.58		8,083.42
5862 Grounds Maintenance	18,000.00		18,000.00			18,000.00
5870 Other Bldg Maintenance	414,000.00		414,000.00	130,614.15		283,385.85
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	516.60		517.40

	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5931 Parking Rent Bldg Comm	105.00		105.00	52.50		52.50
5952 Advertising/Media Serv	1,560.00		1,560.00			1,560.00
5959 Compensation Payments	41,068.00		41,068.00	41,067.13		.87
5993 Fees Paid to State of NE	45.00		45.00	45.00		
5996 Credit Card/Bank Fees	7,500.00		7,500.00			7,500.00
12 Other Services & Charges	8,739,881.00	71,421.05	8,811,302.05	4,562,714.46	50,531.97	4,198,055.62
13 Capital Outlay - Equipment						
6068 Concession Equipment	100,000.00		100,000.00	1,409.41		98,590.59
6076 Miscellaneous Equipment	490,000.00		490,000.00	106,636.36	79,097.00	304,266.64
13 Capital Outlay - Equipment	590,000.00		590,000.00	108,045.77	79,097.00	402,857.23
14 Capital Outlay - Improvements						
6132 Buildings	75,000.00		75,000.00			75,000.00
6140 Grounds Improvements	580,127.00	6,378.62	586,505.62	600.40	5,778.22	580,127.00
6142 Sewer System	97,200.00		97,200.00			97,200.00
14 Capital Outlay - Improvements	752,327.00	6,378.62	758,705.62	600.40	5,778.22	752,327.00
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00	3,308.00		688.00-
6234 Bd Trustee Pmt-Principal	5,510,000.00		5,510,000.00	5,510,000.00		
6235 Bd Trustee Pmt-Interest	14,329,726.00		14,329,726.00	7,216,911.08		7,112,814.92
15 Debt Service	19,842,346.00		19,842,346.00	12,730,219.08		7,112,126.92
00950 West Haymarket Revenue	29,927,804.00	77,799.67	30,005,603.67	17,402,770.58	135,407.19	12,467,425.90
51 JPA	29,927,804.00	77,799.67	30,005,603.67	17,402,770.58	135,407.19	12,467,425.90

	Current Fiscal Yr
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Revenues:	
Occupation Taxes	6,948,375.64
Intergovernmental	1,838,980.90
Permits & Fees	860.00
DEC Customer Payments	977,219.02
Interest	349,155.29
Arena Premium Seat Revenue	9,550.08
Facility Lease & Other Rent	38,184.83
Parking Revenue	592,947.54
Sponsorship & Misc Revenue	423,957.50
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Total Revenues	11,179,230.80
	-----
Expenditures:	
General Government	4,672,551.50
Debt Service-Service Charge	3,308.00
Debt Service P & I	12,726,911.08
	-----
Total Expenditures	17,402,770.58
	-----
Excess (Deficiency) Of Revenues Over Expenditures	<6,223,539.78>
	-----
Other Financing Sources (Uses):	
Sale Of Assets	531,964.00
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Total Other Financing Sources (Uses)	531,964.00
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Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	<5,691,575.78>
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Fund Balance Beginning Of Year	40,683,827.18
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Fund Balance End Of Year	34,992,251.40
	=====

Pinnacle Bank Arena  
Income Statement  
For the Six Months Ending February 28, 2021

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
<b>EVENT INCOME</b>				
Direct Event Income				
Rental Income	\$ 78,661	118,300	(39,639)	\$ 1,064,750
Service Revenue	151,181	203,250	(52,069)	2,451,600
Service Expenses	(141,357)	(333,301)	191,944	(3,172,377)
Total Direct Event Income	<u>88,485</u>	<u>(11,751)</u>	<u>100,236</u>	<u>343,973</u>
Ancillary Income				
F & B Concessions	49,740	265,156	(215,416)	1,224,130
F & B Catering	74,896	51,074	23,822	162,124
Novelty Sales	5,910	12,792	(6,882)	111,995
F & B Premium	2,889	35,972	(33,083)	136,886
Parking	3,149	8,655	(5,506)	62,748
Total Ancillary Income	<u>136,584</u>	<u>373,649</u>	<u>(237,065)</u>	<u>1,697,883</u>
Other Event Income				
Premium	0	7,500	(7,500)	87,400
Ticket Commissions	12,905	93,015	(80,110)	761,700
Facility Fees	7,427	26,358	(18,931)	340,550
Total Other Event Income	<u>20,332</u>	<u>126,873</u>	<u>(106,541)</u>	<u>1,189,650</u>
Total Event Income	<u>245,401</u>	<u>488,771</u>	<u>(243,370)</u>	<u>3,231,506</u>
Other Operating Income	589,053	603,090	(14,037)	1,210,186
JPA Operational Increment	300,000	300,000	0	600,000
NE Event Center Stabilization	2,000,000	0	2,000,000	0
Adjusted Gross Income	<u>3,134,454</u>	<u>1,391,861</u>	<u>1,742,593</u>	<u>5,041,692</u>
<b>INDIRECT EXPENSES</b>				
Salaries & Wages	1,217,137	1,556,539	(339,402)	3,965,625
Payroll Taxes & Benefits	335,545	468,126	(132,581)	936,210
Labor Allocations to Events	(116,343)	(298,688)	182,345	(1,449,903)
Net Salaries and Benefits	1,436,339	1,725,977	(289,638)	3,451,932
Contracted Services	0	1,998	(1,998)	4,000
General and Administrative	81,906	157,725	(75,819)	360,100
Operating	17,667	32,394	(14,727)	81,700
Repairs & Maintenance	1,839	3,150	(1,311)	6,300
Operational Supplies	10,664	67,850	(57,186)	140,000
Insurance	80,748	95,571	(14,823)	205,660
Utilities	453,921	536,498	(82,577)	1,073,000
Other	62,425	0	62,425	0
SMG Management Fees	108,950	109,500	(550)	219,000
Total Indirect Expenses	<u>2,254,459</u>	<u>2,730,663</u>	<u>(476,204)</u>	<u>5,541,692</u>
Net Income (Loss)	<u>879,995</u>	<u>(1,338,802)</u>	<u>2,218,797</u>	<u>(500,000)</u>
Beginning Retained Earnings	(175,075)	(175,075)	0	(175,075)
Net Income (Loss)	<u>879,995</u>	<u>(1,338,802)</u>	<u>2,218,797</u>	<u>(500,000)</u>
Ending Retained Earnings	<u>\$ 704,920</u>	<u>\$ (1,513,877)</u>	<u>2,218,797</u>	<u>(675,075)</u>

RESOLUTION NO.

1           BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public  
2 Agency:  
3           That the attached Amendment No. 1 to Purchase Agreement between the West Haymarket  
4 Joint Public Agency and South Canopy, LLC, upon the terms and conditions as set forth in the  
5 Agreement, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency  
6 Board of Representatives is hereby authorized to execute said Agreement on behalf of the West  
7 Haymarket Joint Public Agency.

Adopted this \_\_\_\_\_ day of March, 2021.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

\_\_\_\_\_  
Legal Counsel for  
West Haymarket Joint Public Agency

\_\_\_\_\_  
Leirion Gaylor Baird

\_\_\_\_\_  
Tim Clare

\_\_\_\_\_  
Tammy Ward

## AMENDMENT NO. 1 TO PURCHASE AGREEMENT

This amendment is entered into this \_\_\_\_ day of March, 2021 by and between the West Haymarket Joint Public Agency, a Nebraska political subdivision (“Seller”) and South Canopy, LLC, a Nebraska limited liability company, or its successors and assigns (“Buyer”) relating to a Purchase Agreement approved and executed by the Seller and Buyer on or about January 7, 2019 and found at WH01006 (“Purchase Agreement”) of the records of the City of Lincoln and the Seller.

WHEREAS, the Purchase Agreement calls for, among other considerations, submission of a building permit by the Buyer on or before November 1, 2021 for the construction of a mixed use building on Lot 1, West Haymarket 2<sup>nd</sup> Addition to the City of Lincoln, Lancaster County Nebraska (“the Property”) of at least 100,000 square feet and minimum development and construction costs of \$15,000,000.00, along with other requirements set forth in the Purchase Agreement (“the Project”); and

WHEREAS, the COVID-19 pandemic has substantially affected the ability of the Buyer to develop interest from tenants in the Project; and

WHEREAS, the Seller has a right to reversion of title to the Property in the event that any of the terms or deadlines set forth in section 12b.v. of the Purchase Agreement are not satisfied, subject to repayment of principal and payment of interest on the purchase price as set forth in the Purchase Agreement; and

WHEREAS, all terms, conditions, representations, and warranties in the Purchase Agreement survived closing; and

WHEREAS, the Seller and Buyer have reached agreement on amendment to certain terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in mutual consideration of the terms stated herein, the Seller and Buyer agree to the following amendments to the Purchase Agreement:

**1. Extension of Deadlines for Completion/Reversion Interest.** The Seller and Buyer hereby agree to delete and replace section 12b.v. of the Purchase Agreement with the following:

12b.v. Reversion. Approval by Seller of language in the Warranty Deed granting to the Seller a reversionary interest in the Property allowing Seller to regain title to the Property if certain conditions are not satisfied by Buyer in connection with Buyer’s future development of the Property. Seller’s reversionary right shall be set forth in the Warranty Deed, and Seller shall be permitted to exercise its reversionary right in the event one or more of the following conditions are not satisfied:

A. Buyer or its assignee has not submitted a building permit application to the City of Lincoln on or before November 1, 2028, for the construction of a

mixed-use building on the Property with not less than the following elements:

1. A building not less than six stories in height;
2. A building at least 100,000 gross square feet in size;
3. Minimum development and construction cost of \$15,000,000.00;
4. A courtyard accessible to the public on the south side of the building that is not less than 70% of the size of the outdoor courtyard connected to the building located at 600 P Street, Lincoln, Nebraska (“Hudl Building”) and designed to coordinate with the existing courtyard at the Hudl Building;
5. The first floor of the proposed building must contain active uses, including, without limitation, retail, restaurant, hospitality, meeting, and co-working space, on the side of the building facing Canopy Street;
6. The proposed building shall receive thermal energy for heating and cooling from the District Energy Corporation.

B. A first footings and foundation inspection has not been requested by the Buyer or its assignee on or before December 31, 2028.

C. Substantial completion of the footings and foundation are not completed by May 31, 2029 (“substantial completion date”). In the event that weather conditions reasonably prevent the Buyer from substantially completing the footings and foundation by the substantial completion date as determined by the Parties or a mutually acceptable third party selected by the Parties (“Independent Judge”), the Parties hereto or the Independent Judge shall determine a new substantial completion date. An extension herein shall only occur one time without written consent of both Parties. Fees and expenses for the Independent Judge shall be paid by both Parties and evenly divided between the Seller and Buyer. The Buyer shall initiate the extension process herein by delivering written notice to the Seller that it reasonably believes that substantial completion will not be achieved by the substantial completion date at least thirty days before the substantial completion date.

In the event one or more of the foregoing conditions have not been satisfied by Buyer by the dates set forth above, or the Parties have not waived or extended the date by which the conditions must be satisfied through a written agreement signed by both Parties, Seller shall have until July 1, 2029 (“Reversion Deadline”), to exercise its reversionary right, unless the substantial completion date has been extended herein. In the event the Parties or the Independent Judge determine that the substantial completion date shall be extended, the Seller shall have thirty days from the new or extended substantial completion date to exercise its reversionary right. Seller shall notify Buyer in writing of its desire to exercise its reversionary right on or before the Reversion Deadline, and if Seller does not exercise its reversionary right on or before the Reversion Deadline, then Seller’s reversionary right in the Property shall expire and Seller shall have no further interests in the Property. In the event Seller exercises its reversionary right, Seller shall refund all principal payments made by Buyer without interest.

2. **Notices.** In section 14f, the names “David Landis” and “Chris Connolly” shall be deleted and not replaced.

3. **Survival and Nonmerger.** The Seller and Buyer agree that Section 14h. of the Purchase Agreement is hereby deleted and replaced by the following:

14h. **Survival and Nonmerger.** All terms, conditions, representations, amendments, and warranties in this Purchase Agreement and all terms and conditions in Amendment No. 1 to Purchase Agreement survive Closing of the Purchase Agreement and Closing of Amendment No. 1 to Purchase Agreement.

4. **Incorporation of Amendment.** Seller and Buyer agree that all terms and conditions of Amendment No. 1 to Purchase Agreement are incorporated into the Purchase Agreement as if fully set forth therein.

5. **Amendment of Deed and Reconveyance of Deed of Trust .** Upon execution of this Amendment No. 1 to Purchase Agreement, the Seller and Buyer jointly agree to execute and record, with recording costs divided equally, a new warranty deed in the same or similar format as Exhibit A attached hereto. As of the date of this Amendment No. 1, Buyer has made all payments to Seller required under the Purchase Agreement, and, therefore, the Deed of Trust executed by and between Buyer and Seller shall be reconveyed and satisfied as of the date of reconveyance.

6. **Remaining Sections of the Purchase Agreement.** The parties hereto agree and acknowledge that all terms and conditions of the Purchase Agreement shall remain in full force and effect except for those terms and conditions amended or modified herein.

BUYER:

SOUTH CANOPY, LLC,  
a Nebraska limited liability company

WRK, LLC, a Nebraska limited liability company

By: \_\_\_\_\_  
Robert E. Scott, Co-Manager

By: \_\_\_\_\_  
William D. Scott, Co-Manager





Lot 1, West Haymarket 2<sup>nd</sup> Addition to the City of Lincoln

## WARRANTY DEED

### KNOW ALL MEN BY THESE PRESENTS:

THAT the **West Haymarket Joint Public Agency, a Nebraska political subdivision** herein called the "*Grantor*", whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, received from *Grantee*, do hereby, grant, bargain, sell, convey and confirm unto **South Canopy LLC, a Nebraska limited liability company**, herein called the "*Grantee*", whether one or more, the following described real property in Lancaster County, Nebraska:

Lot 1, West Haymarket 2<sup>nd</sup> Addition to the City of Lincoln,  
Lancaster County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the *Grantee* and to *Grantee's* heirs and assigns forever.

The Grantor for itself and its successors does hereby covenant with the Grantee and with Grantee's successors and assigns that:

- (a) The Grantor is lawfully seised of the Property;
- (b) That the Property is free from all liens, assessments, taxes, restrictions, covenants, and encumbrances, but subject to:
  1. Grantor's use restrictions, environmental restrictions, and parking rights;
  2. Easements and restrictions of record;
  3. Governmental regulations and conditions including but not limited to those created by or as a result of the prior subdivisions of the Property;
  4. Facts that may be disclosed or described by an accurate survey or inspection of the Property;
  5. Permitted Exceptions as defined on Exhibit A attached hereto.

- (c) Grantor has good, right, and lawful authority to convey the same;
- (d) Grantor warrants and will defend the title to said premises against the lawful claims of all persons claiming the same or any part thereof by, through, or under the Grantor.

Grantor hereby expressly agrees and acknowledges, for the benefit of Grantee and its successors and assigns, that it is retaining any and all obligations and liability arising out of any assumption of liability on behalf of or any indemnification for BNSF Railway Company ("Retained Obligations") contained in that certain Quitclaim Deed dated May 12, 2011 and recorded May 12, 2011 as Instrument #2011021271 in which BNSF Railway Company conveyed its property, which included the Property described herein, to Grantor. It is the intent of Grantor to terminate those Retained Obligations and terminate all liability pertaining to those Retained Obligations so that such Retained Obligations shall not be binding upon Grantee and its successors and assigns and shall not hereafter run with the land. Notwithstanding the foregoing, Grantee acknowledges and agrees it is obligated to comply with the post-acquisition due diligence requirements in 42 USC § 9601(40), including but not limited to:

(1) The Property shall not be used or developed in any manner that impairs, degrades or compromises the remediation performed by the Grantor as contemplated by the Remedial Action Plan dated June 5, 2012 on file at the Nebraska Department of Environmental Quality (NDEQ) under File #II580731.

(2) Groundwater use is strictly prohibited as the Property is classified under Nebraska law as a RAC-III groundwater site. The only exception is for the drilling, operation or maintenance of groundwater monitoring wells by the Grantor for environmental purposes.

(3) The clean soil capping system of three (3) feet that was put into place by the Grantor during site preparation must be maintained in both the short and long term. This cap serves as a protective barrier to any residual environmental contaminants that remain in the ground, and is required to meet federal, state and local floodplain regulations.

(4) As Grantee begins vertical development of the site and prior to planned penetration of the soil capping system, any impacted soils leaving the area must be managed appropriately and in accordance with the Grantor's Environmental Contingency Plan on file at the Nebraska Department of Environment and Energy (NDEE) under File #II580731. If impacted, those soils must be separately disposed at a permitted landfill.

(5) Changes in use or development to the Property to any use other than industrial, commercial, office, multi-functional hotel, public park or plaza, open or green space, recreational area, or residential use with no ground floor dwelling units, will require the approval of NDEE. (Collectively "Environmental Use Restrictions").

This conveyance is subject to a reversion back to the *Grantor* on or before July 1, 2029 ("Reversion Deadline") in the event any one or more of the following conditions are not timely met:

1. Buyer or its Assignee has not submitted a building permit application to the City of Lincoln on or before November 1, 2028, for the construction of a mixed-use building on the property described herein with not less than the following elements:

- a. A building not less than six stories in height;
- b. A building at least 100,000 gross square feet in size;
- c. Minimum development and construction cost of \$15,000,000.00;
- d. A courtyard accessible to the public on the south side of the building that is not less than 70% of the size of the outdoor courtyard connected to the building located at 600 P Street, Lincoln, Nebraska (“Hudl Building”) and designed to coordinate with the existing courtyard at the Hudl building;
- e. The first floor of the proposed building must contain active uses, including, without limitation, retail, restaurant, hospitality, meeting, and co-working space, on the side of the building facing Canopy Street;
- f. The proposed building shall receive thermal energy for heating and cooling from the District Energy Corporation;

2. A first footings and foundation inspection has not been requested by the *Grantee* or its Assignee on or before December 31, 2028;

3. Substantial completion of the footings and foundation are not completed by May 31, 2029 (“substantial completion date”). In the event that weather conditions reasonably prevent the *Grantee* or its Assignee from substantially completing the footings and foundation by the substantial completion date as determined by the *Grantor* and *Grantee* or its Assignee or a mutually acceptable third party selected by the *Grantor* and *Grantee* or its Assignee (“Independent Judge”), the *Grantor* and *Grantee* or its Assignee or the Independent Judge shall determine a new substantial completion date. An extension shall only occur one time without written consent of the *Grantor* and *Grantee* or its Assignee. Fees and expenses for the Independent Judge shall be paid by *Grantor* and *Grantee* or its Assignee and evenly divided between the *Grantor* and *Grantee* or its Assignee. The *Grantee* or its Assignee shall initiate the extension process herein by delivering written notice to the *Grantor* that it reasonably believes that substantial completion will not be achieved by the substantial completion date at least thirty days before the substantial completion date.

*Grantor* shall have until the Reversion Deadline to exercise its reversionary right unless the substantial completion date has been extended. In the event the *Grantor* and *Grantee* or its Assignee or the Independent Judge determine that the substantial completion date shall be extended, the *Grantor* shall have thirty days from the new or extended substantial completion date to exercise its reversionary right. *Grantor* shall notify *Grantee* or its Assignee in writing of its desire to exercise its reversionary right on or before the Reversion Deadline, and if the *Grantor* does not exercise its reversionary right on or before the Reversion Deadline or any extension thereof, then the *Grantor's* reversionary right shall expire. In the event Seller exercises its reversionary right, Seller shall refund all principal payments made by Buyer without interest.

This warranty deed supersedes and replaces Inst. #2019005187. All grants of conveyance and rights or reversion herein remain in place as of the date of filing Inst. #2019005187.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WEST HAYMARKET JOINT PUBLIC AGENCY,  
a Nebraska political subdivision, Grantor

\_\_\_\_\_  
Leirion Gaylor Baird, Chairperson

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF LANCASTER )

On \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Leirion Gaylor Baird, Chairperson of the West Haymarket Joint Public Agency, a Nebraska political subdivision, on behalf of the West Haymarket Joint Public Agency, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of the West Haymarket Joint Public Agency.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**  
**PERMITTED EXCEPTIONS**

“Permitted Exceptions” shall mean (i) covenants, conditions and restrictions of record which shall be approved by Grantee if they do not interfere with Grantee’s intended use of the premises; (ii) taxes not yet due and payable; (iii) public utility easements of record which shall be approved by Grantee, and which do not interfere with Grantee’s intended use of the premises; (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which Grantor is willing to and does so remove at closing; (v) title exceptions caused by the acts or omissions of Grantee; (vi) any title exceptions the Grantor is unable or unwilling to correct which Grantee by written notice to the Grantor has elected to accept as Permitted Exceptions in lieu of terminating the Purchase Agreement approved by the *Grantor* on January 7, 2019.

RESOLUTION NO.

1 WHEREAS, the City of Lincoln and Lancaster County, Nebraska, have had an  
2 extraordinary thirteen months as the world has struggled to overcome the COVID-19 Virus; and

3 WHEREAS, revenues from Pinnacle Bank Arena (“PBA”) have been severely impacted  
4 by the loss of events due to the unsafe conditions in allowing large numbers of people to  
5 congregate; and

6 WHEREAS, the West Haymarket Joint Public Agency Board of Representatives (“JPA  
7 Board”) deeply appreciate those who have purchased suites and loge boxes (“Premium Seats”) at  
8 PBA and greatly value their patronage; and

9 WHEREAS, the JPA board wishes to reward the patience and willingness of Premium  
10 Seatholders to continue with optimism in the future.

11 NOW, THEREFORE, BE IT RESOLVED by the Board of Representatives of the West  
12 Haymarket Joint Public Agency:

13 That all fees due under contracts for Premium Seats for the fiscal year 2020-2021 are  
14 hereby waived and will not be collected. To the extent that any increases are called for in said  
15 contracts, such increases shall continue and apply as though the fees for 2020-2021 have been fully  
16 paid.

Adopted this \_\_\_\_\_ day of March, 2021.

Introduced by:

\_\_\_\_\_

Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

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Legal Counsel for  
West Haymarket Joint Public Agency

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Leirion Gaylor Baird

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Tim Clare

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Tammy Ward

RESOLUTION NO.

1 WHEREAS, the City of Lincoln and Lancaster County, Nebraska, have had an  
2 extraordinary thirteen months as the world has struggled to overcome the COVID-19 Virus; and

3 WHEREAS, revenues from Pinnacle Bank Arena (“PBA”) have been severely impacted  
4 by the loss of events due to the unsafe conditions in allowing large numbers of people to  
5 congregate; and

6 WHEREAS, the West Haymarket Joint Public Agency Board of Representatives (“JPA  
7 Board”) deeply appreciates those who have purchased club seats at PBA and greatly values their  
8 patronage; and

9 WHEREAS, the JPA board wishes to reward the patience and willingness of Club  
10 Seatholders to continue with optimism in the future.

11 NOW, THEREFORE, BE IT RESOLVED by the Board of Representatives of the West  
12 Haymarket Joint Public Agency:

13 1. That all fees due under contracts for club seats for the fiscal year 2020-2021 are  
14 hereby waived and will not be collected.

15 2. Staff is authorized to renegotiate all contracts for club seats as follows:

16 a. Contracts for club seats exceeding \$750.00 per seat per year of the contract shall  
17 be rolled back to the rate of \$750.00 per seat for each remaining year of the  
18 contract;

19 b. No increases above \$750.00 per seat per year of the contract shall be imposed;

20 c. Unsold club seats shall be sold for no more than \$750.00 per seat per year for  
21 contracts not to exceed three years unless authorized by the Treasurer.

Adopted this \_\_\_\_\_ day of March, 2021.

Introduced by:

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Approved as to Form & Legality:

West Haymarket Joint Public Agency  
Board of Representatives

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Legal Counsel for  
West Haymarket Joint Public Agency

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Leirion Gaylor Baird

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Tim Clare

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Tammy Ward