

**AGENDA FOR THE WEST HAYMARKET  
JOINT PUBLIC AGENCY (JPA)  
TO BE HELD THURSDAY, AUGUST 26, 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 March 25, 2021.
  - (Staff recommendation: Approval of the minutes as presented)
4. Approval of March, April, May, June, and July 2021 Payment Registers and review of the March, April, May, June, and July 2021 Expenditure Reports. (David Young)
  - Public Comment
  - (Staff recommendation: Approval of the Payment Registers. No action is required on the Expenditure Reports).
5. WH 21-9 Resolution approving a Consultant Agreement between the West Haymarket JPA and Olsson, Inc. for On-Call Services including, but not limited to, Environmental Sampling and Analysis, Surveying, and Semi-annual Inspections in accordance with the West Haymarket Redevelopment Site North and South Operations and Maintenance Plans for a sum not to exceed \$13,074.00. (Frank Uhlarik)
  - Public Comment
  - (Staff recommendation: Approval)
6. WH 21-10 Resolution approving the proposed operating budget and capital improvement program for the West Haymarket JPA for September 1, 2021 through August 31, 2022. (David Young)
  - Public Comment
  - (Staff recommendation: Approval)
7. Next Meeting Date: The next meeting date will be Thursday, September 30, 2021 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
8. Motion to Adjourn

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

Meeting Began At: 2:31 P.M.

Meeting Ended At: 3:06 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 February 25, 2021.**

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

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

David Young, Interim Finance Director and JPA Treasurer, stated in reviewing the February 2021 payment register the operating budget had \$484,062.40 in operating expenditures with the major payments consisting of \$18,785.00 and \$3,875.00 to MTZ Construction for concrete replacement; \$10,114.34 to Empire Netting and Fence to install fencing and gates around the old railroad bridge; \$6,630.00 to BKD LLP for the WHJPA audit; \$55,265.00 to City Controller for 2020-2021 festival lot maintenance and DLA maintenance of Arena Drive; a DEC payment of \$218,052.00 of which 69% or \$151,944.80 is billed to the West Haymarket private customers; \$135,261.01 for parking deck management for January 2021; \$26,035.92 to Pinnacle Bank Arena for arena repair and maintenance; and \$6,280.10 to Pinnacle Bank Arena for a DirecTV satellite receiver.

Clare asked if the payments to MTZ, for the festival lot maintenance, and for Arena Drive repairs could be paid for out of the endowment. Young explained the MTZ payments were reimbursed from the endowment.

Jane Kinsey, Watch Dogs of Lincoln Government, asked what was wrong with the stoop? Young explained that the concrete was repaired due to deterioration from the weather. Kinsey asked if the PBA has received the \$2 million from the government. Young stated he believes it will be booked on next month's report.

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

**Item 5 – WH 21-6 Resolution to approve Amendment No. 1 to Purchase Agreement between the West Haymarket JPA and South Canopy, LLC. (Chris Connolly)**

Chris Connolly, Chief Assistant City Attorney, stated in early 2019 the JPA entered into an agreement with WRK to purchase Block 2. There were numerous conditions with that agreement such as paying \$1.5 million over the course of three years for the property which WRK completed. The agreement originally called for them to start with a building permit this year, 2021, and that the foundation and footings would be completed by spring of 2022. If they did not meet these goals, then the JPA would be able to purchase the property back. Since that time, WRK has approached us and stated that the pandemic has affected their business and their ability to get tenants and asked for an extension of time to complete the project. An extension of seven years was negotiated. This means they will be given seven years of additional time to begin the project. All of the other terms and conditions will remain the same. In the event that they do not meet all of the milestones by June of 2029, then the JPA can take the property back and pay them the original purchase price with no interest. The Amendment No. 1 reflects these changes and also includes a new deed that would need to be executed according to the amended terms.

Will Scott, Principal of WRK and South Canopy LLC, stated the reason for this request for extension is primarily because of the craziness of the pandemic. He explained their goal has been mission driven to enhance the district. They would love to see Hudl continue to grow, and their headquarters to remain in Lincoln. Right now, from an office space standpoint, it is hard to tell if people will continue working from home or if they will need more office space. He stated they have a lot of money invested and their motivation is to get the project going as soon as possible. The last thing they want to do is hurry up and build something that the City is not proud of that meets the general requirements but falls short of the goals for the area. Their goal is to enhance the district and continue to add jobs, keep talent here, and be more attractive to those who wouldn't normally look at Lincoln as a potential place to start a family. This extension gives them time to create an iconic project.

Clare commented that he spoke with Will ahead of time, along with other parties involved, and that he is a big supporter for loyalty. They discussed the development and what it could mean for Lincoln. He is in support of this project and with the extension itself.

Kinsey asked why is there such a long time for this and commented a lot can happen between now and then. Connolly stated that Urban Development thought that this was an appropriate amount of time for the area to recover in general and still give WRK an adequate opportunity to complete the project. Kinsey commented that the company has had trouble meeting their obligations before. Their tenants have not been happy with them and they have had lawsuits for not opening their books to their tenants. She stated there is reason to be skeptical on whether they will follow through as this is a long time to give them.

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 21-7 Resolution to waive all fees due under contracts for premium seats for the fiscal year 2020-2021. (Chris Connolly)**

Connolly stated people have had concerns about paying large sums of money for premium seats that they can't use because of the course of the pandemic. Discussions occurred last summer on how to deal with these situations. We started an informal policy to not collect the fees on these particular seats as we felt that it wasn't fair to these people to be charged the full amount for these seats and not getting any use out of them. We want to keep them as customers. They are very good customers and we wanted to do something to try and help them out. This informal policy went into the fall and now we felt there was a need to formalize a structure to recognize the loyalty of the seat holders and to give them a break going forward with the hope that once we are able to open up in the entirety that they will be able to use them, and we will be able to start generating revenues. With this resolution we are committing to not collecting fees for the balance of this fiscal year or through August 31, 2021 for Suite and Loge Boxes. They will not have to pay for a full year and then we will begin to collect payments based on what their scheduled contract payments are including any appropriate increases included in the contracts.

Kinsey asked if this was the City's idea or was this a request by the patrons. Connolly explained there were patrons that were calling and asking what was going to happen with the seats and expressing concerns that they were paying money for something they didn't get to use. Staff was cognizant of it so we tracked it the best we could and tried to make our best projections with what we thought might happen with the arena in terms of when it might reopen. We felt that this was the best arrangement. Kinsey asked if anyone has defaulted. Connolly stated that no one has defaulted.

Clare commented he will abstain from voting due to a conflict. There being no further discussion or public comment, Ward moved approval of the resolution. Gaylor Baird seconded the motion, Clare abstained. Motion carried 2-0.

**Item 7 – WH 21-8 Resolution to authorize staff to renegotiate all contracts for club seats. (Chris Connolly)**

Connolly stated we are proposing that the price on the club seats be rolled back to the original price of \$750 per seat, per year as they are more difficult to market and they will stay that way for the balance of their contracts. Many, if not most of these seats, will come up again in a couple of years so the price reduction will not have a huge impact. There are a handful of contracts that will run 5-7 years. In discussing this with staff, we believe the financial impact on those few seats won't be that large and this is a good way to help the customers get some use out of their seats. New contracts will be limited to three years unless authorized by the Treasurer.

Kinsey asked how long the contract was for before. Connolly explained there are different terms that are negotiated with each individual. She asked if new contracts will be for seven years. Connolly explained that new contracts will be for three years unless authorized by the Treasurer for a longer term. Kinsey asked if this happened because of the pandemic. Connolly confirmed the pandemic had a big effect on this. Kinsey asked why people wanted to get out of their contracts. Connolly stated he does not know the reasons why people chose not to renew their contracts.

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, April 29, 2021 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Young approached the Board and stated for a point of clarification the \$2 million was received this month and has been booked.

**Item 9 – Motion to Adjourn**

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:06 p.m.

West Haymarket Joint Public Agency  
 Payment Register  
 March 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	2086157	318.37	03/04/21	158507
120272	City of Lincoln - Accounting De	City Staff FY 2020/21 2nd Qtr	OP	06095	5621	Misc Contractual Services	PV	2087141	100,901.00	03/10/21	623463
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2087132	342.85	03/11/21	158665
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2087133	107.10	03/11/21	158665
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2087135	46.28	03/11/21	158665
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2087138	113.37	03/11/21	158677
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2087142	224,523.50	03/11/21	158753
37233	Olsson Inc	OSCAR 2.0 STREETScape	OP	06095	6140	Grounds Improvements	OV	2088142	1,130.16	03/18/21	158831
38391	Lincoln Journal Star	Account 118-60115244	OP	06095	5952	Advertising/Media Serv	PV	2088128	39.00	03/18/21	158834
102154	Public Building Commission	Space Rental 03/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2088134	86.10	03/18/21	158880
102154	Public Building Commission	Space Rental 03/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2088134	8.75	03/18/21	158880
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 2/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2088952	44,447.22	03/24/21	623791
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 2/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2088952	34,607.51	03/24/21	623791
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 2/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2088952	43,045.79	03/24/21	623791
623867	Morgan Fine	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2088516	35.00	03/24/21	623792
623870	Zoe Peate	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2088517	35.00	03/24/21	623793
623887	Mai's Market	Occupation Tax Refund	OP	06094	3080	Bar/Restaurant	PV	2088958	1,122.11	03/24/21	623794
623888	Mai's Market	Occupation Tax Refund	OP	06094	3080	Bar/Restaurant	PV	2088959	763.14	03/24/21	623795
77921	County/City Property Management	JPA-CITY CONTROLLER 02/21	OP	06095	5261	Postage	PV	2088949	328.93	03/25/21	159039
604774	Pinnacle Bank Arena	Arena Repair/Maint 2/21	OP	06095	5870	Other Bldg Maintenance	PV	2088953	17,256.76	03/25/21	159130
620543	Midwest Alarm Services	Acct 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2088954	33.90	03/25/21	159167
620543	Midwest Alarm Services	Acct 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2088955	33.90	03/25/21	159167

Category: OP  
 total 469,325.74

Grand  
 total 469,325.74

West Haymarket Joint Public Agency  
 Payment Register  
 April 2021

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2090562	341.23	04/08/21	159388
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2090565	109.49	04/08/21	159388
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2090570	44.36	04/08/21	159388
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2090573	115.63	04/08/21	159398
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2090576	120.62	04/08/21	159414
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2090774	12.30	04/08/21	159515
34446	Weathercraft Co of Lincoln	Job Number J5274	OP	06095	5870	Other Bldg Maintenance	PV	2091434	176.00	04/15/21	159546
77921	County/City Property Management	JPA-CITY CONTROLLER 03/21	OP	06095	5261	Postage	PV	2091435	89.94	04/15/21	159577
102154	Public Building Commission	Space Rental 04/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2091437	86.10	04/15/21	159603
102154	Public Building Commission	Space Rental 04/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2091437	8.75	04/15/21	159603
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2091438	211,349.50	04/15/21	159658
620543	Midwest Alarm Services	Account Number 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2091439	33.90	04/15/21	159720
38391	Lincoln Journal Star	Acct 118-60115244	OP	06095	5952	Advertising/Media Serv	PV	2092305	31.66	04/22/21	159757
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 3/21	OP	06095	5870	Other Bldg Maintenance	PV	2092306	14,932.93	04/22/21	159884
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 3/21	OP	06095	6076	Miscellaneous Equipment	PV	2092306	3,623.00	04/22/21	159884
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2093249	225.50	04/28/21	624520
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2093250	20,789.22	04/28/21	624521
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2093250	9,993.21	04/28/21	624521
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2093250	11,264.86	04/28/21	624521
624013	Noah Luedtke	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2092638	37.50	04/28/21	624522
598263	Project Control of Texas, Inc	Project Mgmt per WH01262	OP	06095	5621	Misc Contractual Services	PV	2093251	3,423.00	04/29/21	160112

Category: OP  
 total 276,808.70

Grand total 276,808.70

West Haymarket Joint Public Agency  
 Payment Register  
 May 2021

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2094149	319.07	05/06/21	160193
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2094150	104.70	05/06/21	160193
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2094151	42.93	05/06/21	160193
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2094152	59.06	05/06/21	160219
624096	SGH Concepts	Project ID PR21000580	OP	06095	5870	Other Bldg Maintenance	PV	2095216	585.00	05/12/21	624816
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2095209	116.27	05/13/21	160357
102154	Public Building Commission	Space Rental 05/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2095211	86.10	05/13/21	160390
102154	Public Building Commission	Space Rental 05/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2095211	8.75	05/13/21	160390
598263	Project Control of Texas, Inc	Project Mgmt per WH01262	OP	06095	5621	Misc Contractual Services	PV	2095212	4,281.00	05/13/21	160483
616389	Midwest Office Automations	FD00 / 13475-01 / FINANCE	OP	06095	5762	Photocopying	PV	2092735	31.76	05/13/21	160520
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2095334	35.76	05/13/21	160520
624109	Andrew Psaltis	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2095671	37.50	05/19/21	624986
624123	Addisson Ams	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2096093	37.50	05/19/21	624987
624125	Liesl Miller	Green 2 Garage Refund	OP	06096	3941	Deck 2-Lease	PV	2096091	35.00	05/19/21	624988
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2096931	49,097.57	05/26/21	625134
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2096931	43,786.76	05/26/21	625134
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2096931	47,757.01	05/26/21	625134
624147	Barrett Sellon	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2096773	35.00	05/26/21	625135
77921	County/City Property Management	JPA-CITY CONTROLLER 04/21	OP	06095	5261	Postage	PV	2096930	248.23	05/27/21	160838
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2096932	207,163.50	05/27/21	160924
598263	Project Control of Texas, Inc	Project Mgmt per WH01262	OP	06095	5621	Misc Contractual Services	PV	2096933	2,382.00	05/27/21	160936
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 4/21	OP	06095	5870	Other Bldg Maintenance	PV	2096934	15,800.18	05/27/21	160945
620543	Midwest Alarm Services	Account Number 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2096936	33.90	05/27/21	160993

Category: OP  
 total 372,084.55

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Grand total 372,084.55



West Haymarket Joint Public Agency  
Payment Register  
June 2021

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2097805	249.94	06/03/21	161030
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2097806	99.91	06/03/21	161030
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2097807	39.81	06/03/21	161030
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2097809	44.65	06/03/21	161050
324566	Union Bank & Trust Company	WHJPA Series 2010A 6/21	OP	195011	6235	Bd Trustee Pmt-Interest	PV	2098553	2,283,051.87	06/09/21	625395
324566	Union Bank & Trust Company	WHJPA Series 2010B 6/21	OP	195021	6235	Bd Trustee Pmt-Interest	PV	2098555	1,807,177.18	06/09/21	625395
324566	Union Bank & Trust Company	WHJPA Series 2010C 6/21	OP	195021	6235	Bd Trustee Pmt-Interest	PV	2098556	1,081,180.54	06/09/21	625395
324566	Union Bank & Trust Company	WHJPA Series 2013 6/21	OP	195041	6235	Bd Trustee Pmt-Interest	PV	2098558	506,911.25	06/09/21	625395
324566	Union Bank & Trust Company	WHJPA Series 2019 6/21	OP	195051	6235	Bd Trustee Pmt-Interest	PV	2098559	1,434,482.82	06/09/21	625395
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2098773	116.13	06/10/21	161180
102154	Public Building Commission	Space Rental 6/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2098775	86.10	06/10/21	161215
102154	Public Building Commission	Space Rental 6/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2098775	8.75	06/10/21	161215
111472	Nebraska Printing Center Inc	Customer 0010532	OP	06095	5763	Printing	PV	2098782	40.25	06/10/21	161221
120272	City of Lincoln - Accounting De	City Staff 2020-21 3rd Qtr	OP	06095	5621	Misc Contractual Services	PV	2099683	100,901.00	06/16/21	625585
624200	Kaylen Brown	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2098941	37.50	06/16/21	625586
58261	Bob & Don's Plumbing	Amtrak Station water fountain	OP	06095	5870	Other Bldg Maintenance	PV	2099679	3,312.50	06/17/21	161412
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2099685	215,658.00	06/17/21	161511
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2099552	32.80	06/17/21	161565
620543	Midwest Alarm Services	Account 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2099686	33.90	06/17/21	161577
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2100706	225.50	06/23/21	625770
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2100707	67,869.25	06/23/21	625771
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2100707	45,816.91	06/23/21	625771
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2100707	39,750.25	06/23/21	625771
486565	Cornhusker State Industries	Account 567850	OP	06095	5763	Printing	PV	2100708	38.00	06/23/21	625772
624298	Hoegemeyer Hybrids Inc	PBA Loge 13 Security Deposit	OP	950	2155	Pioneer Hi-Bred Intl, Inc	PV	2100720	1,000.00	06/23/21	625773
624308	Taya Skelton	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2100388	35.00	06/23/21	625774
624309	S Morgan Davis	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2100387	45.50	06/23/21	625775
624315	Bellevue Lodging LLC	Hotel Occupation Tax Refund	OP	06094	3080	Hotel/Motel	PV	2100724	9,521.87	06/23/21	625776
77921	County/City Property Management	JPA-CITY CONTROLLER 05/21	OP	06095	5261	Postage	PV	2100704	205.71	06/24/21	161651
596579	SMG	Customer 000889	OP	06095	5643	Management Services	PV	2100709	53,882.00	06/24/21	161749
598263	Project Control of Texas, Inc	Project Mgmt per WH01262	OP	06095	5621	Misc Contractual Services	PV	2100715	2,876.75	06/24/21	161752
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 5/21	OP	06095	5870	Other Bldg Maintenance	PV	2100716	22,663.13	06/24/21	161767
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 5/21	OP	06095	6076	Miscellaneous Equipment	PV	2100716	6,386.38	06/24/21	161767
618123	Mahoney Fire Sprinkler Inc	Amtrak fire sprinkler insp	OP	06095	5870	Other Bldg Maintenance	PV	2101635	120.00	06/30/21	625922

Category: OP  
total 7,683,901.15

Grand  
total 7,683,901.15

West Haymarket Joint Public Agency  
 Payment Register  
 July 2021

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2102460	150.00	07/07/21	626038
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2102456	475.93	07/08/21	162047
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2102457	115.42	07/08/21	162047
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2102458	44.05	07/08/21	162047
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2102459	116.13	07/08/21	162057
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2102159	34.46	07/08/21	162180
102154	Public Building Commission	Space Rental 7/21	OP	06095	5928	Rent of Co/City Bldg Space	PV	2103471	86.10	07/15/21	162294
102154	Public Building Commission	Space Rental 7/21	OP	06095	5931	Parking Rent Bldg Comm	PV	2103471	8.75	07/15/21	162294
109321	Lancaster County Sheriff - 031	Daffodil Catering	OP	06095	5635	Delivery Service	PV	2103472	19.77	07/15/21	162298
109321	Lancaster County Sheriff - 031	Cherry On Top	OP	06095	5635	Delivery Service	PV	2103473	19.18	07/15/21	162298
109321	Lancaster County Sheriff - 031	Fairbridge Inn Express	OP	06095	5635	Delivery Service	PV	2103474	7.77	07/15/21	162298
109321	Lancaster County Sheriff - 031	Rosari's Kitchen	OP	06095	5635	Delivery Service	PV	2103475	20.95	07/15/21	162298
109321	Lancaster County Sheriff - 031	Andrea's Ice Cream Shop	OP	06095	5635	Delivery Service	PV	2103476	19.18	07/15/21	162298
109321	Lancaster County Sheriff - 031	Main Street Cafe	OP	06095	5635	Delivery Service	PV	2103477	19.18	07/15/21	162298
109321	Lancaster County Sheriff - 031	Mi Tierra Express	OP	06095	5635	Delivery Service	PV	2103478	18.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	The Shack	OP	06095	5635	Delivery Service	PV	2103479	6.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	Village Inn	OP	06095	5635	Delivery Service	PV	2103480	18.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	Tobiz	OP	06095	5635	Delivery Service	PV	2103481	6.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	Danmac Inc	OP	06095	5635	Delivery Service	PV	2103482	18.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	Rutabagas	OP	06095	5635	Delivery Service	PV	2103483	18.59	07/15/21	162298
109321	Lancaster County Sheriff - 031	Bodega's Alley	OP	06095	5635	Delivery Service	PV	2103484	19.18	07/15/21	162298
109321	Lancaster County Sheriff - 031	88 Hookah Lounge	OP	06095	5635	Delivery Service	PV	2103485	8.36	07/15/21	162298
588846	District Energy Corp	Customer ID 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2103487	225,902.50	07/15/21	162384
592839	NGC Group Inc	PBA Club Seat Refund	OP	06094	3526	NGC Group	PV	2103488	1,500.00	07/15/21	162390
592839	NGC Group Inc	PBA Club Seat Refund	OP	950	2140	Due State For Sales Tax	PV	2103488	21.75	07/15/21	162390
598263	Project Control of Texas, Inc	Project Mgmt	OP	06095	5621	Misc Contractual Services	PV	2103489	1,562.25	07/15/21	162400
620543	Midwest Alarm Services	Account 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2103490	33.90	07/15/21	162476
624440	Tanner Sprouse	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2103567	35.00	07/21/21	626428
37233	Olsson Inc	ON CALL SERV WH01127	OP	06095	5628	Consultant Services	OV	2104466	1,906.75	07/22/21	162526
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 6/21	OP	06095	5643	Deck 1 Mgmt Services	PV	2105406	71,876.30	07/28/21	626563
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 6/21	OP	06095	5643	Deck 2 Mgmt Services	PV	2105406	40,139.58	07/28/21	626563
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 6/21	OP	06095	5643	Deck 3 Mgmt Services	PV	2105406	34,195.19	07/28/21	626563
624483	Brad Wilson	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2104528	35.00	07/28/21	626564
77921	County/City Property Management	JPA-CITY CONTROLLER 6/21	OP	06095	5261	Postage	PV	2105405	385.30	07/29/21	162799
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 6/21	OP	06095	5870	Other Bldg Maintenance	PV	2105407	34,704.15	07/29/21	162921
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 6/21	OP	06095	6068	Concession Equipment	PV	2105407	3,827.50	07/29/21	162921
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 6/21	OP	06095	6069	Data Processing Equipment	PV	2105407	5,807.00	07/29/21	162921
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 6/21	OP	06095	6076	Miscellaneous Equipment	PV	2105407	2,081.35	07/29/21	162921
Category: OP total									425,265.47		
Grand total									425,265.47		

	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	2,448.98		51.02
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	2,448.98		801.02
12 Other Services & Charges						
5621 Misc Contractual Services	889,674.00	51,864.75	941,538.75	402,395.84	32,074.25	507,068.66
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	3,005.33	13,074.54	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
5635 Delivery Service				221.11		221.11
5637 Engineering & Design		3,476.43	3,476.43		3,476.43	
5643 Management Services	1,802,568.00		1,802,568.00	1,802,568.00		
5643.61 Deck 1 Mgmt Services	897,964.00		897,964.00	520,813.67		377,150.33
5643.62 Deck 2 Mgmt Services	501,633.00		501,633.00	319,210.79		182,422.21
5643.63 Deck 3 Mgmt Services	587,662.00		587,662.00	364,265.46		223,396.54
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	372.90		127.10
5762 Photocopying	500.00		500.00	193.75		306.25
5763 Printing	250.00		250.00	96.21		153.79
5783 General Liability	25,755.00		25,755.00	25,755.00		
5784 Misc Insurance		303,830.00	303,830.00	301,012.35		2,817.65
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	5,839.33		2,660.67
5825 Natural Gas	1,300.00		1,300.00	1,160.75		139.25
5829 Telephone	1,350.00		1,350.00	1,248.80		101.20
5830 Water	1,500.00		1,500.00	1,240.95		259.05
5835 Thermal Heating & Cooling	2,980,000.00		2,980,000.00	2,365,084.00		614,916.00
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	240,164.80		173,835.20

	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	947.10		86.90
5931 Parking Rent Bldg Comm	105.00		105.00	96.25		8.75
5952 Advertising/Media Serv	1,560.00		1,560.00	70.66		1,489.34
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	375,251.05	9,115,132.05	6,638,528.06	48,625.22	2,427,978.77
13 Capital Outlay - Equipment						
6068 Concession Equipment	100,000.00		100,000.00	5,236.91		94,763.09
6069 Data Processing Equipment				5,807.00		5,807.00-
6076 Miscellaneous Equipment	490,000.00		490,000.00	118,727.09		371,272.91
13 Capital Outlay - Equipment	590,000.00		590,000.00	129,771.00		460,229.00
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	1,730.56	4,648.06	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	1,730.56	4,648.06	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	14,329,714.74		11.26
15 Debt Service	19,842,346.00		19,842,346.00	19,843,022.74		676.74-
00950 West Haymarket Revenue	29,927,804.00	381,629.67	30,309,433.67	26,615,501.34	53,273.28	3,640,659.05
51 JPA	29,927,804.00	381,629.67	30,309,433.67	26,615,501.34	53,273.28	3,640,659.05

	Current Fiscal Yr
-----	
Revenues:	
Occupation Taxes	14,168,293.72
Intergovernmental	3,647,762.22
Permits & Fees	1,670.00
DEC Customer Payments	1,730,057.12
Interest	550,258.12
Arena Premium Seat Revenue	685,884.89
Facility Lease & Other Rent	564,711.73
Parking Revenue	1,354,086.18
Sponsorship & Misc Revenue	1,024,883.00
	-----
Total Revenues	23,727,606.98
	-----
Expenditures:	
General Government	6,772,478.60
Debt Service-Service Charge	3,308.00
Debt Service P & I	19,839,714.74
	-----
Total Expenditures	26,615,501.34
	-----
Excess (Deficiency) Of Revenues Over Expenditures	<2,887,894.36>
	-----
Other Financing Sources (Uses):	
Sale Of Assets	531,964.00
	-----
Total Other Financing Sources (Uses)	531,964.00
	-----
Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	<2,355,930.36>
	-----
Fund Balance Beginning Of Year	40,683,827.18
	-----
Fund Balance End Of Year	38,327,896.82
	=====

Pinnacle Bank Arena  
Income Statement  
For the Eleven Months Ending July 31, 2021

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
<b>EVENT INCOME</b>				
Direct Event Income				
Rental Income	\$ 369,449	919,350	(549,901)	\$ 1,064,750
Service Revenue	492,049	2,049,700	(1,557,651)	2,451,600
Service Expenses	(628,259)	(2,701,927)	2,073,668	(3,172,377)
Total Direct Event Income	<u>233,239</u>	<u>267,123</u>	<u>(33,884)</u>	<u>343,973</u>
Ancillary Income				
F & B Concessions	319,901	1,089,483	(769,582)	1,224,130
F & B Catering	161,024	148,070	12,954	162,124
Novelty Sales	17,780	95,817	(78,037)	111,995
F & B Premium	3,872	123,446	(119,574)	136,886
Parking	20,330	55,593	(35,263)	62,748
Total Ancillary Income	<u>522,907</u>	<u>1,512,409</u>	<u>(989,502)</u>	<u>1,697,883</u>
Other Event Income				
Premium	8,424	75,400	(66,976)	87,400
Ticket Commissions	60,473	643,488	(583,015)	761,700
Facility Fees	46,018	293,903	(247,885)	340,550
Total Other Event Income	<u>114,915</u>	<u>1,012,791</u>	<u>(897,876)</u>	<u>1,189,650</u>
Total Event Income	<u>871,061</u>	<u>2,792,323</u>	<u>(1,921,262)</u>	<u>3,231,506</u>
Other Operating Income	1,084,564	1,109,665	(25,101)	1,210,186
JPA Operational Increment	550,000	550,000	0	600,000
NE Event Center Stabilization	2,000,000	0	2,000,000	0
Adjusted Gross Income	<u>4,505,625</u>	<u>4,451,988</u>	<u>53,637</u>	<u>5,041,692</u>
<b>INDIRECT EXPENSES</b>				
Salaries & Wages	2,492,906	3,589,590	(1,096,684)	3,965,625
Payroll Taxes & Benefits	672,977	858,231	(185,254)	936,210
Labor Allocations to Events	(423,889)	(1,283,529)	859,640	(1,449,903)
Net Salaries and Benefits	2,741,994	3,164,292	(422,298)	3,451,932
Contracted Services	0	3,663	(3,663)	4,000
General and Administrative	155,189	328,445	(173,256)	360,100
Operating	39,881	74,182	(34,301)	81,700
Repairs & Maintenance	2,947	5,775	(2,828)	6,300
Operational Supplies	30,951	128,148	(97,197)	140,000
Insurance	150,887	187,894	(37,007)	205,660
Utilities	856,557	977,413	(120,856)	1,073,000
Other	61,590	0	61,590	0
SMG Management Fees	199,742	200,750	(1,008)	219,000
Total Indirect Expenses	<u>4,239,738</u>	<u>5,070,562</u>	<u>(830,824)</u>	<u>5,541,692</u>
Net Income (Loss)	<u>265,887</u>	<u>(618,574)</u>	<u>884,461</u>	<u>(500,000)</u>
Beginning Retained Earnings	(175,075)	(175,075)	0	(175,075)
Net Income (Loss)	<u>265,887</u>	<u>(618,574)</u>	<u>884,461</u>	<u>(500,000)</u>
Ending Retained Earnings	<u>\$ 90,812</u>	<u>\$ (793,649)</u>	<u>884,461</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 Consultant Agreement between the West Haymarket Joint Public  
4 Agency and Olsson, Inc. for On-Call Services including, but not limited to, Environmental  
5 Sampling and Analysis, Surveying, and Semi-Annual Inspections in accordance with the West  
6 Haymarket Redevelopment Site North and South Operations and Maintenance Plans for a sum not  
7 to exceed \$13,074.00, is hereby approved and the Chairperson of the West Haymarket Joint Public  
8 Agency Board of Representatives is hereby authorized to execute said Consultant Agreement.

Adopted this \_\_\_\_\_ day of August, 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

## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (Agreement) is entered into by and between the West Haymarket Joint Public Agency, hereinafter referred to as "WHJPA" and

Olsson, Inc.  
601 P Street, Suite 200  
Lincoln, NE 68508

hereinafter referred to as "Consultant".

### RECITALS

WHEREAS, the WHJPA proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in

On-Call Services including, but not limited to, Environmental Sampling and Analysis, Surveying, and Semi-annual Inspections in accordance with the West Haymarket Redevelopment Site (WHRS) North and South Operations and Maintenance Plans.

("Consultant Services") and;

WHEREAS, Consultant possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the WHJPA, and the WHJPA desires to engage Consultant for such Consultant Services on the terms herein provided and;

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

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

- 1. Contract Administrators.** Frank Uharik, of the City's Transportation and Utilities Department, shall be the WHJPA's representative for the purposes of administering this Agreement and shall have authority on behalf of the WHJPA to give approvals under this Agreement. Nicolas Anderson, Consultant's representative, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
- 2. Scope of Services.** Consultant agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner the Consultant services, including those set forth in the attachments, on behalf of the WHJPA. In the event there is a conflict between the terms proposed by Consultant and this Agreement, the terms of this Agreement shall control.
- 3. Additional Services or Change in Scope.** WHJPA may from time to time, require additional services from Consultant including but not limited to, special reports, graphics, attendance at meetings, or presentations. Such services, including the amount of compensation for such additional services, which are mutually agreed upon by and between WHJPA and Consultant shall be effective when incorporated in written amendments to this Agreement. Additional services shall not begin until the amendment is executed.



4. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties on, September 1, 2021, and shall continue until completion of all obligations of this Agreement, but in no event longer than August 31, 2022, unless approved extensions/renewals are issued by written amendment.

5. **Compensation.** The WHJPA agrees to pay Consultant for the Consultant Services set forth in the attachments for a sum not to exceed Thirteen Thousand Seventy-Four Dollars (\$13,074.00). Unless otherwise set forth in the attachments, progress payments based upon a percentage of the Consultant Services performed as provided in the attachments shall be payable as follows upon receipt of supporting documentation acceptable to the WHJPA for the work completed.

- Monthly
- Quarterly
- Lump Sum

Invoices must present activities of Consultant and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.

6. **Cost Overruns.** Consultant is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during Consultant Services, Consultant determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Consultant must immediately notify the WHJPA in writing and describe which fees or expenses are causing the overrun and the reason. Consultant must also estimate the additional fees or expenses needed to complete Consultant's Services. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of Consultant's Services needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by the WHJPA.

7. **Notice to Proceed.** Following execution of this Agreement, the WHJPA shall provide written notification to Consultant to proceed. Consultant shall not begin Consultant's Services under this Agreement until specified in the Notice to Proceed.

8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to the WHJPA for all claims and liability of Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this Agreement or any part thereof. Consultant agrees to reimburse the WHJPA for any overpayments.

9. **Services; Confidentiality.** All services, including reports, opinions, and information to be furnished under this Agreement, shall be considered confidential and shall not be divulged by the Consultant, in whole or in part, to any person other than to duly authorized representatives of the WHJPA, without the prior written approval of the WHJPA. The parties understand that the WHJPA is a governmental entity and may be required to disclose information to the extent required by law or by order of a court or other government entity. Any party may avail itself of any remedy allowed by law to respond or object to the disclosure. The provisions in this section shall survive any termination of this Agreement.

10. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of City for Consultant's Services covered by this Agreement without the prior written consent of the WHJPA.

- 11. Assignability.** Consultant shall not assign any interest in this Agreement, except for the work of the subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without an executed amendment thereto; provided, however, that claims for money due or to become due to the Consultant from WHJPA under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the WHJPA.
- 12. Interest of Consultant.** Consultant agrees that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Consultant Services required to be performed under this Agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
- 13. Termination of Agreement.** Termination may occur for any of the following reasons:
- a. This Agreement may be terminated by the WHJPA or Consultant if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
  - b. The WHJPA may terminate this Agreement, in whole or part, for any reason for the WHJPA's own convenience upon at least ten (10) calendar days' written notice to Consultant.
  - c. The WHJPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify the Consultant, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, the WHJPA shall pay Consultant for any approved and documented Consultant Services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
  - d. If the Agreement is terminated by the WHJPA as provided in (b) or (c) above, Consultant shall be paid for all Consultant Services performed, and reimbursable expenses incurred, not to exceed the maximum amount payable under the compensation section above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination. Further, Consultant agrees that, upon termination as provided in this section, it shall not be employed by any developer or other party who is or may be interested in the Consultant Services for one (1) year after such termination, without prior approval of the WHJPA.
  - e. Consultant agrees that, upon termination as provided in this section, Consultant shall not be employed by any developer or other party who is or may be interested in the Services for one (1) year after such termination, without prior approval of WHJPA.
  - f. WHJPA reserves the right to withhold payment for Consultant Services rendered that is not in compliance with this Agreement.
- 14. Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor, and it is expressly understood that neither Consultant nor any of its staff are employees of the City and are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.

- 15. Fair Employment.** Consultant shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. §48-1122, as amended, or such similar federal law as may be applicable.
- 16. Fair Labor Standards.** Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
- 17. Insurance; Coverage; Indemnification.** Consultant, prior to beginning Consultant's Services, agrees to the City's Indemnification requirements and shall provide proof of insurance coverage in a form satisfactory to City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the attached [INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS](#) and the insurance clause shall be attached and incorporated herein to the Agreement.
- 18. Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of WHJPA.
- 19. Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents and warrants that the consideration for this Agreement includes Consultant's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Consultant Services provided herein by Consultant pursuant to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish WHJPA upon demand written documentation of such license or authorization and if unable to do so, Consultant agrees that WHJPA may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.
- a. Consultant shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.
  - b. Consultant represents and warrants to WHJPA that it is free to enter into this Agreement and that its performance thereunder will not conflict with any other Agreement to which Consultant may be a party. Consultant represents and warrants to WHJPA that the Service is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
  - c. Consultant agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Consultant warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use. In the event the Work or materials produced herein are substantially modified without the consent of the Consultant or used in any project other than the Work or materials under this Agreement, the WHJPA shall indemnify and hold the Consultant harmless from liability to the extent that the modification or use on a different project is the cause of the liability, including defense costs.

**20. Consultant's Standard of Care.** In providing Consultant's Services under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct those services not meeting the standard set forth herein. Consultant further agrees that Consultant's Services provided shall conform to the requirements of this Agreement.

**21. Notice.** Any notice, requests, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given if personally delivered on the other party by the party giving such notice, or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier, to the following addresses:

Lincoln Transportation & Utilities Dept.  
Attention: Frank Uhlarik  
555 S. 10<sup>th</sup> Street  
Lincoln NE 68508

Nicolas Anderson  
Olsson, Inc.  
601 P Street, Suite 200  
Lincoln, NE 68508  
*[Name & address of person to whom  
Notice to Consultant is to be given]*

**22. Compliance with Law.** Consultant shall comply with all Federal, State, and local laws, rules, and regulations applicable to Consultant's Services, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to Consultant's Services.

**23. Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.

**24. Integration; Amendment; Assignment; Severability; Waiver.** 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 signed by both parties. Any assignment or transfer of any of Consultant's Services to be performed by Consultant is hereby prohibited unless prior written consent of WHJPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section of this Agreement.

**25. Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and Consultant shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Consultant shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Consultant's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by City, State, or any authorized representative of the state or federal governments and, when requested, Consultant shall furnish copies.

- 26. Federal Immigration Verification.** In accordance with Neb. Rev. Stat. §4-108 through §4-114, Consultant agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. §1324b. Consultant shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).
- a. Attestation Form.** If Consultant is an individual or sole proprietor, Consultant agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.
- b. Public Benefits Eligibility Status Check.** If Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to [www.uscis.gov/SAVE](http://www.uscis.gov/SAVE).
- 27. Living Wage.** If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Consultant shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, the WHJPA shall have authority to terminate this Agreement and to seek other remedies for violations of this Ordinance.
- 28. Records Retention.** Unless WHJPA specifies in writing a different period of time, Consultant agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See City of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.
- 29. Document Control Clause.** The Agreement includes the following documents:
- a. Scope of Services, Schedule, and Fee; and
- b. Insurance requirements, certificates, and endorsements.
- 30. Capacity.** Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

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

**WEST HAYMARKET JOINT PUBLIC AGENCY**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Leirion Gaylor Baird, Chair of the West Haymarket  
Joint Public Agency Board of Representatives

**CONSULTANT**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Nicolas Anderson  
Title: \_\_\_\_\_  
Address: 601 P Street, Suite 200 Lincoln, NE 68508  
Phone: 402-458-5903  
Federal EIN#: 47-0781766

By: \_\_\_\_\_  
Name: Brian Osborn  
Title: \_\_\_\_\_

**RESOLUTION NO.**

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

3 That the attached Proposed Operating Budget and Capital Improvement Program for  
4 September 1, 2021 to August 31, 2022 is hereby adopted as the West Haymarket Joint Public  
5 Agency Operating Budget and Capital Improvement Program for FY 2021/2022.

Adopted this \_\_\_\_\_ day of August, 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

**West Haymarket Joint Public Agency**  
**Operating Budget and Capital Improvement Program**  
**September 1, 2021 - August 31, 2022**

	Actual 2019-20	Budget 2020-21	Budget 2021-22
Cash Transfer In	\$ 378,000	\$ 311,561	\$ -
Bond Proceeds	\$ 1,254,000	\$ -	\$ -
Occupation Taxes	\$ 15,482,046	\$ 16,964,578	\$ 17,486,751
Fees	\$ 3,875	\$ 3,000	\$ 3,000
Intergovernmental Revenue	\$ 3,680,972	\$ 3,647,763	\$ 3,585,255
Interest Income	\$ 1,001,717	\$ 470,500	\$ 391,700
Rental Income	\$ 1,034,440	\$ 2,429,226	\$ 2,809,628
Reimbursement for Services	\$ 1,653,820	\$ 1,810,000	\$ 1,790,000
Parking Revenue	\$ 2,253,148	\$ 2,519,610	\$ 2,660,000
Miscellaneous	\$ 567,592	\$ 1,148,686	\$ 1,262,146
Sale of Assets	\$ 3,345,463	\$ 518,464	\$ -
<b>Total Revenues</b>	<b>\$ 30,655,073</b>	<b>\$ 29,823,388</b>	<b>\$ 29,988,480</b>

**Materials & Supplies**

Office Supplies	\$ -	\$ 250	\$ 250
Postage	\$ 2,013	\$ 2,500	\$ 2,500
Bldg Maint Supplies	\$ -	\$ 500	\$ 500
<b>Materials &amp; Supplies</b>	<b>\$ 2,013</b>	<b>\$ 3,250</b>	<b>\$ 3,250</b>

**Other Services & Charges**

Misc Contractual Services	\$ 513,428	\$ 889,674	\$ 922,166
Auditing Service	\$ 23,075	\$ 19,130	\$ 19,700
Bond Agent & Issuance Exp	\$ 330,021	\$ -	\$ -
Consultant Services	\$ 8,920	\$ 60,000	\$ 73,074
Data Processing Service	\$ 2,414	\$ 1,248	\$ 1,277
Software	\$ 129	\$ 236,000	\$ 95,000
Delivery Service	\$ 372	\$ -	\$ 500
Engineering & Design	\$ 14,698	\$ -	\$ -
Management Services	\$ 3,311,794	\$ 1,802,568	\$ 1,680,000
Parking Deck 1 Mgmt Services	\$ 687,277	\$ 897,964	\$ 868,160
Parking Deck 2 Mgmt Services	\$ 441,926	\$ 501,633	\$ 496,695
Parking Deck 3 Mgmt Services	\$ 539,219	\$ 587,662	\$ 583,384
Snow Removal	\$ 38	\$ 2,500	\$ 2,500
Fire Alarm Monitoring	\$ 407	\$ 500	\$ 500
VOIP Payments to I S	\$ 200	\$ -	\$ -
Photocopying	\$ 146	\$ 500	\$ 500
Printing	\$ 119	\$ 250	\$ 250
General Liability	\$ 25,743	\$ 25,755	\$ 26,509
Misc Insurance	\$ -	\$ 303,830	\$ -
Property Insurance	\$ 176,702	\$ 178,317	\$ 185,435
Public Officials Insurance	\$ 29,055	\$ 28,119	\$ 28,119



**West Haymarket Joint Public Agency**  
**Operating Budget and Capital Improvement Program**  
**September 1, 2021 - August 31, 2022**

	<b>Actual 2019-20</b>	<b>Budget 2020-21</b>	<b>Budget 2021-22</b>
Misc Insurance Floater	\$ 935	\$ 4,099	\$ 4,099
Electricity - Bldg & Grnds	\$ 6,913	\$ 8,500	\$ 7,500
Natural Gas	\$ 985	\$ 1,300	\$ 1,500
Telephone	\$ 1,311	\$ 1,350	\$ 1,450
Water	\$ 1,440	\$ 1,500	\$ 1,500
Thermal Heating & Cooling	\$ 2,560,540	\$ 2,980,000	\$ 2,920,000
City Share Linc Center Maint	\$ 25,007	\$ 28,000	\$ 21,000
Grounds Maintenance	\$ 4,004	\$ 18,000	\$ 18,000
Other Bldg Maintenance	\$ 352,700	\$ 414,000	\$ 401,194
Rent of Co/City Bldg Space	\$ 1,033	\$ 1,034	\$ 1,055
Parking Rent Bldg Comm	\$ 105	\$ 105	\$ 105
Advertising/Media Serv	\$ 720	\$ 1,560	\$ 1,560
Compensation Payments	\$ -	\$ 41,068	\$ -
Transfer of Funds	\$ 500,000	\$ -	\$ -
Fees Paid to State of NE	\$ 25	\$ 45	\$ 25
Credit Card/Bank Fees	\$ 2,013	\$ 7,500	\$ 7,500
Other Services & Charges	\$ 9,563,414	\$ 9,043,711	\$ 8,370,257
<b>Capital Outlay - Equipment</b>			
Concession Equipment	\$ 37,187	\$ 100,000	\$ 475,000
Data Processing Equipment	\$ 82,781	\$ -	\$ -
Miscellaneous Equipment	\$ 408,448	\$ 490,000	\$ 700,000
Capital Outlay - Equipment	\$ 528,416	\$ 590,000	\$ 1,175,000
<b>Capital Outlay - Improvements</b>			
Buildings	\$ 564,145	\$ 75,000	\$ 1,855,000
Land	\$ 97,937	\$ -	\$ -
Grounds Improvements	\$ 243,930	\$ 580,127	\$ 824,600
Sewer System	\$ -	\$ 97,200	\$ 97,200
Capital Outlay - Improvements	\$ 906,012	\$ 752,327	\$ 2,776,800
<b>Debt Service</b>			
Bd Trustee Pmt-Serv Chg	\$ 2,520	\$ 2,620	\$ 2,620
Bd Trustee Pmt-Principal	\$ 605,000	\$ 5,510,000	\$ 5,675,000
Bd Trustee Pmt-Interest	\$ 13,201,117	\$ 14,329,726	\$ 14,111,361
Paymt To Refunding Escrow	\$ 8,550,812	\$ -	\$ -
Debt Service	\$ 22,359,449	\$ 19,842,346	\$ 19,788,981
<b>Bond/Note Proceeds</b>			
Payment to Bond Escrow Agent	\$ 1,254,000	\$ -	\$ -
Bond/Note Proceeds	\$ 1,254,000	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 34,613,304</b>	<b>\$ 30,231,634</b>	<b>\$ 32,114,288</b>