AGENDA FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, FEBRUARY 26, 2026 AT 2:30 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH 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 December 19, 2025.
    - (Staff recommendation: Approval of the minutes as presented)

4. Approval of the Payment Register for November through December 2025 and review of the Expenditure Report as of December 31, 2025. (Joe Dondlinger)
    - Public Comment
    - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).

5. Bill No. WH 26-1
Resolution accepting the financial audit and management letter and report from Forvis Mazars, LLP for the period ending August 31, 2025.
    - Public Comment
    - (Staff recommendation: Approval)

6. Bill No. WH 26-2
Resolution approving a Contract between the West Haymarket JPA and Advanced Digital Solutions, LLC, for new TVs at the Pinnacle Bank Arena, with costs not to exceed $115,300.00, pursuant to Bid No. 25-208.
    - Public Comment
    - (Staff recommendation: Approval)

7. Bill No. WH 26-3
Resolution approving an agreement with Quadient Leasing USA, Inc., for the rental of a postage meter for use at the Pinnacle Bank Arena for a five year term, for a total amount not to exceed $5,045.40.
    - Public Comment
    - (Staff recommendation: Approval)

8. Bill No. WH 26-4
Resolution approving the Third Amended and Restated Facilities Agreement between the West Haymarket JPA and the City of Lincoln, Nebraska.
    - Public Comment
    - (Staff recommendation: Approval)

9. Bill No. WH 26-5
Resolution approving a Security Agreement between the West Haymarket JPA and the City of Lincoln, for security at South Haymarket Park, for an amount not to exceed $9,000,000.00.
    - Public Comment
    - (Staff recommendation: Approval)

10. Bill No. WH 26-6
Resolution approving an Agreement for Services at South Haymarket Park between the West Haymarket JPA and the City of Lincoln.
    - Public Comment
    - (Staff recommendation: Approval)

11. Next Meeting Date: The next meeting date will be Thursday, April 23, 2026, at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

12. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
December 19, 2025

Meeting Began At: 2:32 P.M.

Meeting Ended At: 3:27 P.M.

Members Present: Tim Clare and Tom Beckius

Members Not Present: Leirion Gaylor Baird

Item 1 - Introductions and Notice of Open Meetings Law Posted by Door.
Clare 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.
Clare 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 August 22, 2025.
Beckius moved approval of the minutes as presented. Clare seconded the motion. Motion carried 2-0.

Item 4 - Approval of the Payment Register for August through October 2025 and review of the Expenditure Report as of October 31, 2025.
Joe Dondlinger, Finance Director and JPA Treasurer, reviewed the August through October 2025 financial reports. He explained occupation taxes are in line with the projections for year 2045 of the original projections and responded to questions from Clare concerning the occupation taxes. Dondlinger further highlighted the Pinnacle Bank Arena net income is up $1.6 million over this time last year. There being no further discussion or public comment, Beckius moved approval of the payment register. Clare seconded the motion. Motion carried 2-0.

Item 5 - Informative update on the Sandhills Global Lincoln Youth Complex ball fields.
Jeff Maul, Executive Director of Visit Lincoln and Vice Chair of Sandhills Global Youth Complex Board of Directors, and Joe Fagler, Sandhills Facility Director, discussed successes at First and Cornhusker Streets. Maul thanked the JPA for their investment back into the community and commented, "It's been a great investment and much needed asset for this community."

Fagler stated the operations so far have been incredible. Expectations have been surpassed. He briefly recapped the 2025 statistics and mentioned teams from 24 states came to play there. There are 66 employees, 5 full-time and 61 part-time. He stated for 2026 they are totally booked from March through October and stated that in addition to baseball and softball there will be a few soccer and volleyball events.

Clare asked where people are traveling from and Fagler listed several states all over the country.

Fagler presented an image of the handicapped accessible playground and stated it was the most popular part of the park. He discussed some fun facts concerning concession sales and commented it was a super profitable year for concessions.

Maul pointed out to the Board members the average expenses per travel party are $375.00 a night which includes hotels, restaurants, retail, etc. He also briefly discussed the marketing and popularity of this complex.

Clare asked if there is a way to track if this investment is turning profits and requested data for hotel occupancy and restaurants. He also took a moment to thank the Peed family for their contribution to the facility and for their support. Maul explained this data is being tracked and they are working to improve tracking this data for next year by using a QR Code.

Beckius asked where most people stay for these events. Fagler stated most are staying in the Haymarket area. Beckius thanked them and commented he appreciated everything they are doing to make this a success.

Item 6 - Bill No. WH 25-30

Resolution approving the Amended Fund Statement for the Amended Endowment Agreement between the West Haymarket Joint Public Agency and Lincoln Parks and Recreation Foundation.

Chris Connolly, City Law Department, explained this is related to the Amended Endowment Agreement approved in August. This Amended Fund Statement also needs to be approved for purposes of the Parks Foundation. The Parks Foundation has approved both documents. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 7 - Bill No. WH 25-31

Resolution approving an Amendment to Memorandum of Understanding between the West Haymarket JPA, City of Lincoln, Lancaster County, City of Lincoln-Lancaster County Public Building Commission, and Inteconnex, LLC, for physical access and control system equipment and services for the Pinnacle Bank Arena, pursuant to MOU178, for a total amount not to exceed $10,000.00.

Connolly explained this is a renewal of the same agreement the entities share jointly. The JPA's share of this agreement is $10,000.00. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 8 - Bill No. WH 25-32

Resolution approving an Amendment to Memorandum of Understanding between the West Haymarket JPA, City of Lincoln, Lancaster County, Nebraska, City of Lincoln-Lancaster County Public Building Commission, and Purple Wave, Inc., for auctioneer services and related products, pursuant to MOU214.

Connolly explained that this is similar to the previous agreement and is a joint contract with a number of government entities. The maximum amount for the JPA would be $2,000.00. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 9 - Bill No. WH 25-33

Resolution approving a Contract between the West Haymarket JPA and Alpha Video and Audio, Inc., for VITEC IPTV System Support for the Pinnacle Bank Arena, pursuant to Sole Source No. SS-277, for a total amount not to exceed $75,595.18.

Connolly explained this is a contractor we have been working with for a number of years. We are renewing this Sole Source agreement to provide software and system support for the TVs around the arena. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 10 - Bill No. WH 25-34

Resolution approving Amendment No. 1 to Naming Rights Agreement dated June 13, 2025 between the West Haymarket JPA, IMG College, LLC, and Stonebrook Roofing, Inc., for improvements to the Premium Level at the Pinnacle Bank Arena for a total amount not to exceed $100,000.00.

Connolly explained Stonebrook has an agreement with IMG, who handles all of the marketing on the interior of the Pinnacle Bank Arena. Stonebrook would like to invest $300,000.00 of their money to do improvements at the suite level. The JPA would contribute $100,000.00 for this project with the total costs of the project being around $400,000.00. Since we don't have a direct contract with Stonebrook, the agreement was made such that Stonebrook and IMG would amend their agreement and we would sign on to that agreement. This is the proposal before you today.

Tim Savona, General Manager of Pinnacle Bank Arena, explained the idea here is to continue the vision of the updates seen around the arena which includes additional furniture in the lobby space, a drink rail, some soft goods like a cloud system coming off the ceiling to create a lounge environment type feel, and lighted pillars. This is an area that hasn't been updated since it opened. This is a unique opportunity where we have a partner who wants to help create a space that all can enjoy.

Clare asked if the tables and chairs currently in this space will be used somewhere else in the arena which Savona confirmed they will.

Beckius stated he will be watching this closely as we want the users on the premium level to make sure they are having a premium experience that their sponsorship has paid for. He commented that he is also interested in making sure this happens on every level.

Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 11 - Bill No. WH 25-35

Resolution approving a Purchase Order between the West Haymarket JPA and StageRight Corporation, for single sided AlphaRoll Risers for the Pinnacle Bank Arena, for a total amount not to exceed $17,511.00.

Connolly explained this is an agreement for the purchase of staging components that will be used for various shows. Some are being replaced and same are being added to give them flexibility on how to configure the staging components. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 12 - Bill No. WH 25-36

Resolution approving Parking Rights and Storage Space Estoppel and Agreement between the West Haymarket JPA, TDP Phase One, LLC, and Cornhusker Bank consenting to the assignment of project parking rights and storage space rights to Cornhusker Bank.

Connolly explained that TDP Phase One was one of the original developers in the West Haymarket area and we have a parking rights agreement with them. In order to build their projects they obtained financing initially with First National Bank of Omaha and as part of their agreement with First National they assigned their parking rights in the agreement the JPA has with them. They are now refinancing with Cornhusker Bank and want to move the assignment from First National to Cornhusker Bank. There is no financial impact to the JPA. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 13 - Bill No. WH 25-37

Resolution approving a Contract between the West Haymarket JPA and MTZ Construction, LLC, for concrete replacement at the loading dock at the Pinnacle Bank Arena, with costs not to exceed $107,665.00.

Connolly explained this is for concrete work that needs to be done in the loading dock area on the north end of the arena. There has been some spalling and cracking that has occurred over the years that needs fixed.

Clare asked if there are warranties on the work. Ryan Weiss, Pinnacle Bank Arena, explained that MTZ warranties their own work. He further explained this issue occurred because of ice melt, big trucks, and monster trucks, etc. as this is the main dock. The issues started to occur around the eighth year of operations.

Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 14 - Bill No. WH 25-38

Resolution approving a Contract between the West Haymarket JPA and SOBA General Contracting, for a new mezzanine storage loft at the Pinnacle Bank Arena, with costs not to exceed $41,650.40.

Connolly explained this is similar to the mezzanine project done a couple of years ago. This will add on to the raised storage area to free up other space within the building. This is near dock 1 and this contractor is the lowest responsible bidder pursuant to the county purchasing act.

Beckius asked what this storage will be used for. Savona explained this will be used for storing the volleyball nets/courts and other big bulky items or large items like trussing that are long and skinny. Beckius thanked him for his work and for making the best use of the space we have in an economical way.

Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 15 – Bill No. WH 25-39

Resolution approving Amendment Two to Contract for new centerhung scoreboard package for the Pinnacle Bank Arena, with Mitsubishi Electric, for an expenditure increase of $162,305.92 for tariff fees, bringing the total amount not to exceed $3,605,224.92.

Connolly explained after everything was completed for the scoreboard, the JPA was notified by Mitsubishi that there were tariff fees that were due and owing toward the end of the project. Dondlinger negotiated a reduced fee. Dondlinger stated the total charges were around $239,000.00 and Mitsubishi agreed to reduce the amount by about $80,000.00. Connolly explained this is in addition to what was already paid as stated in the contract. Beckius thanked staff for negotiating the total tariff amount down and Clare agreed. Beckius moved approval. Clare seconded the motion. Motion carried 2-0.

Item 16 - Next Meeting Date.

The next meeting date will be Friday, December 19, 2025, at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 17 - Motion to Adjourn

Beckius moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:27 p.m.

West Haymarket Joint Public Agency
Payment Register by Payee
Payment Dates November 2025 - December 2025

Vendor	Explanation -Remark-	Document Number	Business Unit	Object Account	Payment Date	Payment Number	Amount
120264 - City of Lincoln - Parks & Rec							
	7th & N Streetscape reimb.	2302517	06095 - W Haymarket Surplus	6140 - Grounds Improvements	11/19/2025	00648488	269,759.00
							269,759.00
120272 - City of Lincoln - Accounting Dept							
	City Staff Reimb 1st Qtr 25-26	2305285	06095 - W Haymarket Surplus	5621 - Misc Contractual Services	12/10/2025	00648674	119,871.00
							119,871.00
120299 - Risk Management							
	West Haymarket JPA 25-26	2302515	06095 - W Haymarket Surplus	5786 - Property SI	11/19/2025	00648489	301,528.00
	West Haymarket JPA 25-26	2302515	06095 - W Haymarket Surplus	5783 - General Liability SI	11/19/2025	00648489	29,349.00
	West Haymarket JPA 25-26	2302515	06095 - W Haymarket Surplus	5784 - Misc Insurance	11/19/2025	00648489	28,438.00
	West Haymarket JPA 25-26	2302515	06095 - W Haymarket Surplus	5795 - Misc Insurance Floater	11/19/2025	00648489	4,030.00
							363,345.00
129525 - City Controller							
	Festival Lot/Arena Dr 2025-26	2301952	06095 - W Haymarket Surplus	5621 - Misc Contractual Services	11/12/2025	00648448	62,951.00
							62,951.00
178183 - Greiner Process Service LLC							
	Services dates 10/8-9/25	2303888	06095 - W Haymarket Surplus	5635 - Delivery Service	11/26/2025	00648576	330.00
							330.00
234392 - Union Bank & Trust Co							
	WHJPA 2019 12/24 - 11/25	2305284	195051 - JPA 2019 Debt Service	6233 - Bd Trustee Pmt-Serv Chg	12/10/2025	00648695	624.00
							624.00
324566 - Union Bank & Trust Company							
	WHJPA Series 2019 12/25	2304615	195051 - JPA 2019 Debt Service	6234 - Bd Trustee Pmt-Principal	12/3/2025	00648614	4,035,000.00
	WHJPA Series 2010A 12/25	2304611	195011 - JPA 2010A Debt Service	6234 - Bd Trustee Pmt-Principal	12/3/2025	00648614	2,835,000.00
	WHJPA Series 2010B 12/25	2304612	195021 - JPA 2010B/C Debt Service	6234 - Bd Trustee Pmt-Principal	12/3/2025	00648614	2,835,000.00
	WHJPA Series 2010A 12/25	2304611	195011 - JPA 2010A Debt Service	6235 - Bd Trustee Pmt-Interest	12/3/2025	00648614	2,081,494.06
	WHJPA Series 2010B 12/25	2304612	195021 - JPA 2010B/C Debt Service	6235 - Bd Trustee Pmt-Interest	12/3/2025	00648614	1,569,586.16
	WHJPA Series 2019 12/25	2304615	195051 - JPA 2019 Debt Service	6235 - Bd Trustee Pmt-Interest	12/3/2025	00648614	1,256,891.19
	WHJPA Series 2010C 12/25	2304613	195021 - JPA 2010B/C Debt Service	6235 - Bd Trustee Pmt-Interest	12/3/2025	00648614	1,080,704.23
	WHJPA Series 2013 12/25	2304614	195041 - JPA 2013 Debt Service	6234 - Bd Trustee Pmt-Principal	12/3/2025	00648614	780,000.00
	WHJPA Series 2013 12/25	2304614	195041 - JPA 2013 Debt Service	6235 - Bd Trustee Pmt-Interest	12/3/2025	00648614	443,684.19
							16,917,359.83
362052 - Mitsubishi Electric Power Product Inc							
	Center hung scoreboard balance	2301955	06095 - W Haymarket Surplus	6132 - Buildings	11/13/2025	00226811	688,583.80
							688,583.80
37233 - Olsson Inc							
	W Haymarket JPA Env Services	2301178	06095 - W Haymarket Surplus	5628 - Consultant Services	11/6/2025	00226479	1,033.00
							1,033.00
431100 - City of Lincoln - Parking							
	Parking Mgmt Oct 2025	2304616	06095 - W Haymarket Surplus	5643 - Deck 1 Mgmt Services	12/3/2025	00648615	96,737.85
	Parking Mgmt Oct 2025	2304616	06095 - W Haymarket Surplus	5643 - Deck 2 Mgmt Services	12/3/2025	00648615	84,121.64
	Parking Mgmt Oct 2025	2304616	06095 - W Haymarket Surplus	5643 - Deck 3 Mgmt Services	12/3/2025	00648615	69,307.46
	Parking Mgmt Oct 2025	2304616	06095 - W Haymarket Surplus	5643 - West Depot Mgmt Services	12/3/2025	00648615	3,406.82
	Parking Mgmt Nov 2025	2308119	06095 - W Haymarket Surplus	5643 - Deck 3 Mgmt Services	12/31/2025	00648858	8,393.21
	Parking Mgmt Nov 2025	2308119	06095 - W Haymarket Surplus	5643 - Deck 1 Mgmt Services	12/31/2025	00648858	7,870.59
	Parking Mgmt Nov 2025	2308119	06095 - W Haymarket Surplus	5643 - Deck 2 Mgmt Services	12/31/2025	00648858	6,801.29
	Parking Mgmt Nov 2025	2308119	06095 - W Haymarket Surplus	5643 - West Depot Mgmt Services	12/31/2025	00648858	755.66
							277,394.52

Vendor	Explanation -Remark-	Number	Business Unit	Object Account	Date	Number	Amount
43924 - Sinclair Hille and Associates							
	Amtrak station ADA Assessment	2303889	06095 - W Haymarket Surplus	5628 - Consultant Services	11/26/2025	00227270	1,877.50
							1,877.50
486565 - Cornhusker State Industries							
	Account 567850	2307273	06095 - W Haymarket Surplus	5763 - Printing	12/24/2025	00648813	132.30
							132.30
53356 - Lincoln Electric System							
	277 Pinnacle Arena Dr	2301177	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	11/6/2025	00226495	295.74
	200 N 7th St	2301172	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	11/6/2025	00226495	144.98
	605 N 8th PK LOT LGH	2301175	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	11/6/2025	00226495	57.36
	277 Pinnacle Arena Dr	2305279	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	12/11/2025	00227810	266.24
	200 N 7th St	2305274	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	12/11/2025	00227810	144.61
	605 N 8th St Pk Lot LGH	2305277	06095 - W Haymarket Surplus	5821 - Electricity - Bldg & Grnds	12/11/2025	00227810	55.97
							964.90
588846 - District Energy Corporation							
	Customer Id 0005	2301953	06095 - W Haymarket Surplus	5835 - Thermal Heating & Cooling	11/13/2025	00226832	247,140.00
	Customer Id 0005	2306371	06095 - W Haymarket Surplus	5835 - Thermal Heating & Cooling	12/18/2025	00228247	253,590.30
							500,730.30
598208 - Lowry, Ashley							
	Cancellation	2305246	06096 - W Haymarket Parking Revenue	3941 - Deck 3-Lease	12/10/2025	00648708	380.00
							380.00
598263 - Project Control of Texas Inc							
	program management services	2301956	06095 - W Haymarket Surplus	5621 - Misc Contractual Services	11/13/2025	00226848	233.00
	program management services	2305286	06095 - W Haymarket Surplus	5621 - Misc Contractual Services	12/11/2025	00227923	1,038.00
							1,271.00
603301 - Five Nines							
	network/wifi project	2302508	06095 - W Haymarket Surplus	6132 - Buildings	11/20/2025	00227114	199,525.00
	network/wifi project	2302509	06095 - W Haymarket Surplus	6132 - Buildings	11/20/2025	00227114	86,300.00
	network/wifi project	2302511	06095 - W Haymarket Surplus	6132 - Buildings	11/20/2025	00227114	67,184.26
	network/wifi project	2302506	06095 - W Haymarket Surplus	6132 - Buildings	11/20/2025	00227114	1,134.85
							354,144.11
604774 - Pinnacle Bank Arena							
	Arena Repairs Maint&CIP Sep 25	2301954	06095 - W Haymarket Surplus	5870 - Other Bldg Maintenance	11/13/2025	00226855	28,478.39
	Arena Repairs Maint&CIP Sep 25	2301954	06095 - W Haymarket Surplus	5420 - Minor Equipment	11/13/2025	00226855	1,741.65
	Arena Repairs Maint&CIP OCT 25	2304620	06095 - W Haymarket Surplus	5870 - Other Bldg Maintenance	12/4/2025	00227667	33,714.69
	Arena Repairs Maint&CIP OCT 25	2304620	06095 - W Haymarket Surplus	5420 - Minor Equipment	12/4/2025	00227667	31,756.92
	2nd Qtr 25/26 Sponsorship&Oper	2307270	06095 - W Haymarket Surplus	5643 - Management Services	12/24/2025	00228580	275,000.00
	2nd Qtr 25/26 Sponsorship&Oper	2307270	06097 - W Haymarket Oper & Maint	5643 - Management Services	12/24/2025	00228580	150,000.00
	Arena Repairs Maint&CIP Nov 25	2308121	06095 - W Haymarket Surplus	5870 - Other Bldg Maintenance	12/31/2025	00228846	17,693.95
	Arena Repairs Maint&CIP Nov 25	2308121	06095 - W Haymarket Surplus	6132 - Buildings	12/31/2025	00228846	10,726.03
							549,111.63
608791 - Passport Labs Inc							
	8/25 Merchant Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	30.54
	9/25 Merchant Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	25.57
	7/25 Merchant Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	9.77
	8/25 Gateway Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	0.60
	9/25 Gateway Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	0.55
	7/25 Gateway Fees	2301630	06096 - W Haymarket Parking Revenue	3941 - West Depot	11/6/2025	00226630	0.25
							67.28
620543 - Midwest Alarm Services							
	Amtrak Dec 2025	2303890	06095 - W Haymarket Surplus	5683 - Alarm Monitoring	11/26/2025	00227429	30.00
	Amtrak Jan 2025	2307277	06095 - W Haymarket Surplus	5683 - Alarm Monitoring	12/24/2025	00228621	30.00
							60.00

Vendor	Explanation -Remark-	Number	Business Unit	Object Account	Date	Number	Amount
630898 - Column Software PBC							
	COL-NE-1007491	2307276	06095 - W Haymarket Surplus	5952 - Advertising/Media Serv	12/24/2025	00228676	87.06
							87.06
630975 - Black Hills Energy							
	277 Pinnacle Arena Dr	2301170	06095 - W Haymarket Surplus	5825 - Natural Gas	11/6/2025	00226713	59.37
	277 Pinnacle Arena Dr	2304617	06095 - W Haymarket Surplus	5825 - Natural Gas	12/4/2025	00227745	98.51
							157.88
631005 - Windstream							
	402-477-6387	2301951	06095 - W Haymarket Surplus	5829 - Telephone	11/13/2025	00226938	145.86
	402-477-6387	2305281	06095 - W Haymarket Surplus	5829 - Telephone	12/11/2025	00228049	145.86
							291.72
632099 - Fiserv							
	Customer No. 9093269	2307275	06095 - W Haymarket Surplus	5633 - Software	12/24/2025	00228689	69,300.00
	Customer No. 9093269	2307275	06095 - W Haymarket Surplus	5870 - Other Bldg Maintenance	12/24/2025	00228689	28,500.00
							97,800.00
632804 - Heartland Natural Gas LLC							
	277 Pinnacle Arena	2303887	06095 - W Haymarket Surplus	5825 - Natural Gas	11/26/2025	00227523	70.29
	277 Pinnacle Arena	2308118	06095 - W Haymarket Surplus	5825 - Natural Gas	12/31/2025	00228939	209.74
							280.03
632820 - ASM Global LLC							
	Incentive Fee FY 24/25	2307272	06095 - W Haymarket Surplus	5643 - Management Services	12/24/2025	00228702	169,086.00
							169,086.00
77921 - County/City Property Management							
	Acct 209-1 10/25	2302505	06095 - W Haymarket Surplus	5261 - Postage	11/20/2025	00227014	117.67
	Acct 209-1 11/25	2306370	06095 - W Haymarket Surplus	5261 - Postage	12/18/2025	00228133	104.88
							222.55
98415 - Lincoln Water System Water Bills Only							
	277 Pinnacle Arena Dr	2307267	06095 - W Haymarket Surplus	5830 - Water	12/24/2025	00648802	276.70
							276.70
							20,378,192.11

West Haymarket Joint Public Agency
Statement of Revenues and Expenditures
As of 12/31/2025

	JPA Fund 950	JPA Fund 951	JPA Funds 952-956	JPA Total	Prior Year JPA Total	Variance to Prior Year
Revenues:						
Occupation Taxes	8,385,633.26			8,385,633.26	8,041,593.71	344,039.55
Intergovernmental	1,664,387.34			1,664,387.34	1,704,323.39	(39,936.05)
Permits & Fees - P/F	5,795.05			5,795.05	5,445.00	350.05
Reimbursement for Serv -R/S	812,583.12			812,583.12	726,224.03	86,359.09
Interest	705,462.40	16,361.59		721,823.99	285,433.35	436,390.64
Suite and Premium Seating	816,112.86			816,112.86	636,151.27	179,961.59
Facility Lease & Other Rent	31,059.96			31,059.96	30,930.00	129.96
Parking Revenue - R/S	2,047,370.52			2,047,370.52	1,483,037.81	564,332.71
Naming Rights & Sponsorship	743,545.00			743,545.00	650,413.00	93,132.00
Miscellaneous	(7,907.19)			(7,907.19)	16,576.39	(24,483.58)
Total Revenue	**15,204,042.32**	**16,361.59**		**15,220,403.91**	**13,580,127.95**	**1,640,275.96**
Expenditures:						
General Government	7,248,407.06			7,248,407.06	4,534,360.52	2,714,046.54
Debt Service-Service Charge	1,148.00			1,148.00	1,148.00	0.00
Debt Service P & I	16,917,359.83			16,917,359.83	16,862,828.06	54,531.77
Total Expenditures	**24,166,914.89**			**24,166,914.89**	**21,398,336.58**	**2,768,578.31**
Excess (Deficiency) of Revenue Over Expenditures	**(8,962,872.57)**	**16,361.59**		**(8,946,510.98)**	**(7,818,208.63)**	**(1,128,302.35)**
Other Financing Sources (Uses):						
Total Other Financing Sources (Uses)						
Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses	**(8,962,872.57)**	**16,361.59**		**(8,946,510.98)**	**(7,818,208.63)**	**(1,128,302.35)**
Fund Balance Beginning of Year				**48,993,334.00**	**51,475,755.72**	**(2,482,421.72)**
Fund Balance End of Year				**40,046,823.02**	**43,657,547.09**	**(3,610,724.07)**

West Haymarket Joint Public Agency
Arena Occupation Taxes
As of 12/31/2025

Account	December 2025	YTD December 2025	YTD December 2024	Percent Change	Difference	ITD December 2025
06094.3080.01 - Bar/Restaurant	1,518,790.76	6,521,882.02	6,127,036.05	6.44%	394,845.97	200,814,011.23
06094.3080.02 - Hotel/Motel	355,674.37	1,649,553.36	1,644,096.96	0.33%	5,456.40	47,894,631.25
06094.3080.03 - Car Rental	83,914.17	214,197.88	270,460.70	-20.80%	-56,262.82	7,820,311.56
Grand Total	1,958,379.30	8,385,633.26	8,041,593.71	4.28%	344,039.55	256,528,954.04

West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 12/31/2025

Fund Group	Original Budget YTD December 2025	Prior Year Carryover and Revisions YTD December 2025	Total Budget YTD December 2025	Actual YTD December 2025	Encumbered YTD December 2025	Available Balance
51 - JPA						
00950 - West Haymarket Revenue						
11 - Materials & Supplies						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	3,000.00	0.00	3,000.00	502.31	0.00	2,497.69
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
5420. - Minor Equipment	855,000.00	0.00	855,000.00	206,421.13	0.00	648,578.87
Total - 11 - Materials & Supplies	**858,750.00**	**0.00**	**858,750.00**	**206,923.44**	**0.00**	**651,826.56**
12 - Other Services & Charges						
5621. - Misc Contractual Services	1,009,435.00	36,891.10	1,046,326.10	534,825.50	48,451.50	463,049.10
5624. - Auditing Service	26,460.00	0.00	26,460.00	22,000.00	0.00	4,460.00
5628. - Consultant Services	28,000.00	0.00	28,000.00	19,312.25	14,000.00	-5,312.25
5631. - Data Processing Service	3,210.00	0.00	3,210.00	0.00	0.00	3,210.00
5633. - Software	0.00	0.00	0.00	69,300.00	0.00	-69,300.00
5635. - Delivery Service	1,000.00	0.00	1,000.00	330.00	0.00	670.00
5643. - Management Services	1,820,000.00	0.00	1,820,000.00	1,019,086.00	0.00	800,914.00
5643.61 - Deck 1 Mgmt Services	817,367.00	0.00	817,367.00	248,288.76	0.00	569,078.24
5643.62 - Deck 2 Mgmt Services	613,212.00	0.00	613,212.00	177,474.10	0.00	435,737.90
5643.63 - Deck 3 Mgmt Services	626,611.00	0.00	626,611.00	168,129.87	0.00	458,481.13
5643.65 - West Depot Mgmt Services	56,626.00	0.00	56,626.00	7,563.90	0.00	49,062.10
5683.01 - Fire Suppression	120.00	0.00	120.00	0.00	0.00	120.00
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Alarm Monitoring	650.00	0.00	650.00	150.00	0.00	500.00
5762. - Photocopying	20.00	0.00	20.00	0.00	0.00	20.00
5763. - Printing	450.00	0.00	450.00	132.30	0.00	317.70
5783. - General Liability SI	29,349.00	0.00	29,349.00	29,349.00	0.00	0.00
5784. - Misc Insurance	0.00	0.00	0.00	28,438.00	0.00	-28,438.00
5786. - Property SI	301,528.00	0.00	301,528.00	301,528.00	0.00	0.00
5794. - Public Officials	28,438.00	0.00	28,438.00	0.00	0.00	28,438.00
5795. - Misc Insurance Floater	4,030.00	0.00	4,030.00	4,030.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	8,000.00	0.00	8,000.00	2,132.42	0.00	5,867.58
5825. - Natural Gas	2,000.00	0.00	2,000.00	628.15	0.00	1,371.85
5829. - Telephone	1,900.00	0.00	1,900.00	581.16	0.00	1,318.84
5830. - Water	1,800.00	0.00	1,800.00	553.40	0.00	1,246.60
5835. - Thermal Heating & Cooling	3,130,000.00	0.00	3,130,000.00	1,006,431.00	0.00	2,123,569.00
5856. - City Share of Project	23,000.00	0.00	23,000.00	0.00	0.00	23,000.00
5862. - Grounds Maintenance	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00
5870. - Other Bldg Maintenance	937,622.00	0.00	937,622.00	284,122.34	0.00	653,499.66
5928. - Rent of Co/City Bldg Space	1,034.00	0.00	1,034.00	1,138.20	0.00	-104.20
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	0.00	0.00	105.00
5952. - Advertising/Media Serv	400.00	0.00	400.00	87.06	0.00	312.94
5977. - Fees/Licenses/Titles/Permits	600.00	0.00	600.00	2,560.01	0.00	-1,960.01
5988. - Transfer of Funds	1,500,000.00	0.00	1,500,000.00	0.00	0.00	1,500,000.00
5993. - Fees Paid to State of NE	25.00	0.00	25.00	25.00	0.00	0.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	187.17	0.00	7,312.83
Total - 12 - Other Services & Charges	**10,996,992.00**	**36,891.10**	**11,033,883.10**	**3,928,383.59**	**62,451.50**	**7,043,048.01**

West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 12/31/2025

Fund Group	Original Budget YTD December 2025	Prior Year Carryover and Revisions YTD December 2025	Total Budget YTD December 2025	Actual YTD December 2025	Encumbered YTD December 2025	Available Balance
13 - Capital Outlay - Equipment						
6076. - Miscellaneous Equipment	259,381.00	0.00	259,381.00	0.00	0.00	259,381.00
Total - 13 - Capital Outlay - Equipment	**259,381.00**	**0.00**	**259,381.00**	**0.00**	**0.00**	**259,381.00**
14 - Capital Outlay - Improvements						
6132. - Buildings	2,691,891.00	30,206.00	2,722,097.00	2,815,166.03	344,291.90	-437,360.93
6140. - Grounds Improvements	1,200,000.00	0.00	1,200,000.00	297,934.00	0.00	902,066.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	**3,989,091.00**	**30,206.00**	**4,019,297.00**	**3,113,100.03**	**344,291.90**	**561,905.07**
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	1,148.00	0.00	1,572.00
6234. - Bd Trustee Pmt-Principal	10,485,000.00	0.00	10,485,000.00	10,485,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	12,670,795.00	0.00	12,670,795.00	6,432,359.83	0.00	6,238,435.17
Total - 15 - Debt Service	**23,158,515.00**	**0.00**	**23,158,515.00**	**16,918,507.83**	**0.00**	**6,240,007.17**
Total - 00950 - West Haymarket Revenue	**39,262,729.00**	**67,097.10**	**39,329,826.10**	**24,166,914.89**	**406,743.40**	**14,756,167.81**
Total - 51 - JPA	**39,262,729.00**	**67,097.10**	**39,329,826.10**	**24,166,914.89**	**406,743.40**	**14,756,167.81**
Grand Total	**39,262,729.00**	**67,097.10**	**39,329,826.10**	**24,166,914.89**	**406,743.40**	**14,756,167.81**

PINNACLE BANK ARENA
Income Statement
For the Four Months Ending Wednesday, December 31, 2025

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
Direct Event Income				
Event Income				
Rent	654,305	569,883	84,422	1,231,936
Service Income	859,547	1,313,400	(453,853)	2,537,300
Service Expense	(2,241,422)	(2,693,242)	451,820	(5,097,179)
Total Direct Event Income	**(727,569)**	**(809,959)**	**82,390**	**(1,327,943)**
F&B Revenue, Net				
F & B Revenue (Net)	1,999,242	1,628,186	371,056	3,313,649
Total F&B Revenue, Net	**1,999,242**	**1,628,186**	**371,056**	**3,313,649**
Ticketing Revenue				
Service Fee Revenue	1,291,468	1,319,338	(27,869)	2,212,850
Facility Fee Revenue	404,959	400,137	4,822	717,610
Total Ticketing Revenue	**1,696,427**	**1,719,474**	**(23,047)**	**2,930,460**
Premium Event Related				
Premium Revenue	80,273	42,400	37,873	66,650
Total Premium Event Related	**80,273**	**42,400**	**37,873**	**66,650**
Ancillary Income				
Merchandise	183,657	134,540	49,117	209,160
Event Parking	339,357	308,738	30,619	383,258
Total Ancillary Income	**523,014**	**443,278**	**79,736**	**592,418**
Total Event Income	**3,571,387**	**3,023,379**	**548,008**	**5,575,235**
Non-Event Income				
Other Operating Income	488,877	416,036	72,841	1,248,100
JPA Operational Increment	200,000	200,000	0	600,000
Total Non-Event Income	**688,877**	**616,036**	**72,841**	**1,848,100**
Adjusted Gross Income	**4,260,264**	**3,639,415**	**620,848**	**7,423,335**
Indirect Expenses				
Employee Salaries and Wages	1,960,958	2,047,038	86,080	5,380,150
Benefits	108,116	137,811	29,695	413,432
Less: Event Labor Allocations	(979,761)	(960,600)	19,161	(2,120,835)
All Other Operating Payroll	315,576	205,863	(109,713)	617,589
Total Employee Wages and Benefits	1,404,889	1,430,112	25,223	4,290,335
Fixed Costs	40,327	35,000	(5,327)	105,000
Operations	12,764	14,000	1,236	42,000
Utilities	400,786	412,475	11,689	1,198,000
Repair & Maintenance	404	1,667	1,263	5,000
IT	49,762	43,667	(6,095)	131,000
Other	60,671	51,333	(9,338)	154,000
Professional Services	30,638	14,667	(15,971)	44,000
Service Charges & Fees	130,089	92,667	(37,423)	278,000
Staff Related Costs	29,445	29,000	(445)	87,000
Supplies	37,751	59,000	21,249	177,000
Insurance	209,858	201,333	(8,525)	604,000
T&E	10,006	20,000	9,994	60,000
Venue Management Fee	80,312	82,667	2,355	248,000
Total Operating Expenses	**2,497,702**	**2,487,587**	**(10,115)**	**7,423,335**
Net Income (Loss)	**1,762,561**	**1,151,828**	**610,733**	**(0)**
Beginning Retained Earnings	2,812,875	2,812,875	0	2,812,875
Net Income (Loss)	1,762,561	1,151,828	610,733	0
Ending Retained Earnings	**4,575,436**	**3,964,703**	**610,733**	**2,812,875**

WH 26-1 Introduce: 2-26-26

RESOLUTION NO.

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

That the Financial Audit and Management Letter and Report from Forvis, LLP for the period ending August 31, 2025, is hereby accepted.

The City Clerk is directed to return a fully-executed copy of this Resolution to Joe Dondlinger, Finance Director.

Adopted this _____ day of February, 2026.

Introduced by:

____

Approved as to Form & Legality:

____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

____
Leirion Gaylor Baird

____
Tim Clare

____
Tom Beckius

Forvis Mazars Report to the Board of Representatives and Management

West Haymarket Joint Public Agency

Results of the 2025 Financial Statement Audit, Including Required Communications

August 31, 2025

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	This report covers audit results related to your financial statements: • As of and for the year ended August 31, 2025. • Conducted in accordance with our contract dated July 11, 2025.
Our Responsibilities	Forvis Mazars is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to *Reasonable Assurance*	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.

Matter	Discussion
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties: • The Board of Representatives and Management • Others within the Agency

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	We also provided reports as of August 31, 2025, on the following as required by GAGAS: • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements. The following accounting policies and practices are of significant importance to the Agency's financial statements:

- Fund accounting and the reconciliation of the governmental fund and government-wide financial statements
- Revenue recognition in accordance with contractual arrangements

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- No matters are reportable

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- No matters are reportable

Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Estimated useful lives of capital assets and depreciation methods

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Disclosures about fair value of assets and liabilities
- Contractual arrangements
- Related party transactions
- Commitments

Our Judgment About the Quality of the Agency's Accounting Principles

During the course of the audit, we made the following observations regarding the Agency's application of accounting principles:

- No matters are reportable

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- No matters are reportable

Uncorrected Misstatements

No uncorrected misstatements to report.

Other Required Communications

Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachment)

We orally communicated to management a deficiency in internal control identified during our audit that is not considered a material weakness or significant deficiency.

Attachment

Management Representation Letter (Attachment A)

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.

Representation of:
West Haymarket Joint Public Agency
555 S 10th Street
Lincoln, Nebraska 68508

Provided to:
Forvis Mazars, LLP
Certified Public Accountants
Union Bank Place, 1248 O Street, Suite 1040
Lincoln, Nebraska 68508

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended August 31, 2025 and prior year end dates covered by our auditor's report.

Our representations are current and effective as of the date of Forvis Mazars' report: January 7, 2026.

Our engagement with Forvis Mazars is based on our contract for services dated: July 11, 2025.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility for the design, implementation, and maintenance of:
    a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
    b. Internal control to prevent and detect fraud.

3. We have provided you with:

   a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.

   b. Additional information that you have requested from us for the purpose of the audit.

   c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

   d. All minutes of governing body meetings, held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.

   e. All significant contracts and grants.

4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.

6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.

7. We have identified and disclosed to you any violations or possible violations of laws, regulations, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.

8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.

9. We have a process to track the status of audit findings and recommendations.

10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Misappropriation, Misstatements, & Fraud

11. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:

    a. Misappropriation of assets.

    b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.

12. We have no knowledge of fraud or suspected fraud affecting the entity involving:

    a. Management or employees who have significant roles in internal control over financial reporting, or

b. Others when the fraud could have a material effect on the financial statements.

13. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, analysts, regulators, citizens, suppliers, or others.

14. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Ongoing Operations

15. We have evaluated whether there are conditions or events known or reasonably knowable, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year of the date of the financial statements and known facts thereafter without consideration of potential mitigating effects of management's plans and concluded substantial doubt does not exist.

Related Parties

16. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

    In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

    Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

17. We understand that the term related party refers to:

    - Affiliates
    - Management and members of their immediate families
    - Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

    Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

    The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the entity.

Litigation, Laws, Rulings & Regulations

18. We are not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements. We have not sought or received attorney's services related to pending or threatened litigation or claims during or subsequent to the audit period. Also, we are not aware of any litigation or claims, pending or threatened, for which legal counsel should be sought.

19. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.

20. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.

21. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

22. You have provided nonattest services, including the following, during the period of this engagement:

    - Preparing a draft of the financial statements and related notes

23. With respect to these services:

    a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.

    b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.

    c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.

    d. We have evaluated the adequacy of the services performed and any findings that resulted.

    e. We have established and maintained internal controls, including monitoring ongoing activities.

    f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

24. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.

25. We do not issue an annual report, nor do we have plans to issue an annual report at this time.

Transactions, Records, & Adjustments

26. All transactions have been recorded in the accounting records and are reflected in the financial statements.

27. We have everything we need to keep our books and records.

28. We have disclosed any significant unusual transactions the entity has entered into during the period, including the nature, terms, and business purpose of those transactions.

Governmental Accounting & Disclosure Matters

29. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

30. With regard to deposit and investment activities:

    a. All deposit and investment transactions have been made in accordance with legal and contractual requirements.

    b. Investments are properly valued.

    c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.

    d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.

31. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.

32. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.

33. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

34. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.

35. The entity has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.

36. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements.

37. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

General Government Matters

38. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.

39. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

40. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

41. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.

Accounting & Disclosure

42. All transactions entered into by the entity are final. We are not aware of any unrecorded transactions, side agreements or other arrangements (either written or oral) that are in place.

43. Except as reflected in the financial statements, there are no:

    a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.

    b. Material transactions omitted or improperly recorded in the financial records.

    c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.

    d. Events occurring subsequent to the balance sheet/statement of net position date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.

    e. Agreements to purchase assets previously sold.

    f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.

    g. Guarantees, whether written or oral, under which the entity is contingently liable.

    h. Known or anticipated asset retirement obligations.

44. Except as disclosed in the financial statements, the entity has:

    a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.

b. Complied with all aspects of contractual agreements, for which noncompliance would materially affect the financial statements.

Revenue & Accounts Receivable

45. Adequate provisions and allowances have been accrued for any material losses from:

    a. Uncollectible receivables.

    b. Sales commitments, including those unable to be fulfilled.

    c. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

46. We have identified all accounting estimates that could be material to the financial statements and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.

47. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that “near term” means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to volumes of business, revenues, available sources of supply, or markets, loans, investments, or deposits, existing at the date of the financial statements that would make the agency vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

48. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:

    a. The underlying assumptions are reasonable and they appropriately reflect management’s intent and ability to carry out its stated course of action.

    b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.

    c. The significant assumptions appropriately reflect market participant assumptions.

    d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.

    e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

49. Tax-exempt bonds issued have retained their tax-exempt status.

50. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

Other Matters

51. In relation to environmental remediation, although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of contamination or the applicable regulatory requirements.

Joe Dondlinger
Joe Dondlinger, City Finance Director and West Haymarket Joint Public Agency Treasurer

jdondlinger@lincoln.ne.gov

David Scheuler
David Scheuler (Jan 8, 2026 07:38:30 CST)
David Scheuler, Assistant City Controller and West Haymarket Joint Public Agency Accountant

dscheuler@lincoln.ne.gov

West Haymarket Joint Public Agency

(A Component Unit of the City of Lincoln, Nebraska)

Independent Auditor's Reports And Financial Statements

August 31, 2025

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
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August 31, 2025

Forvis Mazars, LLP
1248 O Street, Suite 1040
Lincoln, NE 68508
P 402.473.7600 | F 402.473.7698
forvismazars.us

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the West Haymarket Joint Public Agency, as of August 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 7, 2026, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Forvis Mazars, LLP

Lincoln, Nebraska
January 7, 2026

As management of the West Haymarket Joint Public Agency (the Agency), we offer readers of the Agency's basic financial statements this narrative and analysis of the financial activities of the Agency as of and for the year ended August 31, 2025. We encourage readers to consider the information presented here in conjunction with additional information provided in the basic financial statements.

The West Haymarket Joint Public Agency was organized as a joint public agency on April 2, 2010, created by a Joint Public Agency Agreement entered into between the City of Lincoln, Nebraska and the Board of Regents of the University of Nebraska. The Agency is a component unit of the City of Lincoln, Nebraska.

Overview of Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. These basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information showing how the Agency's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flow changes only in future fiscal periods.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. The Agency maintains one governmental fund – the West Haymarket JPA Fund.

The Agency is not required by the Nebraska State Budget Act to adopt an annual budget, therefore, a budgetary comparison has not been provided in the basic financial statements.

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the Agency's financial position. In the case of the West Haymarket Joint Public Agency, as of August 31, 2025, net position was $20,045,485. The Agency's condensed financial information as of August 31, 2025 and 2024 is found below.

Condensed Statements of Net Position

	2025	2024
Assets		
Equity in pooled cash and investments	$ 47,029,635	$ 49,568,518
Other assets	10,043,236	10,965,106
Capital assets, net of accumulated depreciation and amortization	257,727,320	256,287,306
Total Assets	314,800,191	316,820,930
Deferred Outflows of Resources		
Deferred loss on refunding	441,964	461,907
Total Deferred Outflows of Resources	441,964	461,907
Liabilities		
Unearned revenue	6,897,709	7,319,881
Other liabilities	4,272,870	4,572,579
Long-term liabilities	283,348,446	293,294,210
Total Liabilities	294,519,025	305,186,670
Deferred Inflows of Resources		
Deferred inflows for leases	677,645	708,682
Total Deferred Inflows of Resources	677,645	708,682
Net Position		
Net investment in capital assets	(23,987,312)	(35,400,320)
Restricted by enabling legislation	2,182,768	2,259,732
Unrestricted	41,850,029	44,528,073
Total Net Position	$ 20,045,485	$ 11,387,485

Total assets decreased approximately $2.0 million from 2024 to 2025. Net capital assets increased approximately $1.4 million primarily from addition of new assets. Total liabilities decreased approximately $10.6 million from 2024 to 2025 primarily due to scheduled principal payments made on the Agency's long-term bonds payable.

Condensed Statements of Activities

	2025	2024
Revenues		
Occupation taxes	$ 23,035,979	$ 22,344,364
Intergovernmental	3,368,711	3,460,059
Parking facility revenue	3,442,847	3,429,099
Suite and premium seating revenue	2,532,987	2,543,046
Investment income	1,979,079	2,812,758
Other program revenues	4,373,880	4,275,299
Total Revenues	38,733,483	38,864,625
Expenses		
General government	11,508,051	10,636,431
Culture and recreation	5,373,273	5,334,666
Debt service	13,015,574	13,397,078
Capital outlay	778,585	1,568,439
Total Expenses	30,675,483	30,936,614
Transfers From City of Lincoln	600,000	1,200,000
Change in Net Position	8,658,000	9,128,011
Net Position, Beginning of Year	11,387,485	2,259,474
Net Position, End of Year	$ 20,045,485	$ 11,387,485

Pinnacle Bank Arena, constructed by the Agency within the West Haymarket area, officially opened in September 2013. Thus, 2025 represents the twelfth full year of activity for the Agency, while Pinnacle Bank Arena has been in operation. Total revenues decreased approximately $130,000 from 2024 to 2025.

Total expenses decreased approximately $261,000 from 2024 to 2025, which primarily results from an increase in general government expenses in 2024 offset by decreases in debt service and capital outlay expenses.

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. This tax revenue is generated to finance the activities of the Agency and is pledged as repayment of any outstanding Agency bonds. Occupation tax revenue increased by 3.1% in 2025 compared to 2024. This is primarily a result of inflationary factors. The Agency expects, in a normal year, for occupation tax revenue to continue growing by 2% annually.

Capital Assets

The Agency's investment in capital assets as of August 31, 2025 amounts to $257,727,320. Additional information on the Agency's capital assets can be found in the notes to the financial statements.

Debt Administration

At August 31, 2025, the Agency had total bonded debt outstanding of $283,640,000, which was used to fund a portion of the Agency's construction costs. Additional information on the Agency's debt can be found in the notes to the financial statements.

Financial Analysis of the Agency's Funds

The Agency has one governmental fund, the West Haymarket JPA Fund. The West Haymarket JPA Fund is considered a major fund and is used to account for the Agency's general operations, construction, and debt activities. Activity during the year ended August 31, 2025, resulted in a decrease in fund balance of $2,781,778, resulting in a total fund balance at August 31, 2025 of $46,813,173. The fund balance is a result of the issuance of bonds in prior years, occupation tax and donation revenue, less the Agency's expenditures for construction, debt service and general operations.

Request for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the Agency. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Lincoln Finance Department, 555 South 10th Street, Lincoln, NE 68508.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Governmental Fund Balance Sheet/Statement of Net Position
August 31, 2025

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Net Position
Assets			
Cash	$ 2,685	$ -	$ 2,685
Equity in pooled cash and investments	47,029,635	-	47,029,635
Investments	3,017,034	-	3,017,034
Occupation taxes receivable	2,182,768	-	2,182,768
Accounts receivable	806,925	-	806,925
Interest receivable	558,149	-	558,149
Lease receivable	703,554	-	703,554
Lease interest receivable	1,261	-	1,261
Due from other city funds	180,758	-	180,758
Due from other governments	693,495	-	693,495
Prepaid expenses	157,842	-	157,842
Assets held for resale	1,738,765	-	1,738,765
Capital assets, net of accumulated depreciation of $63,629,215	-	257,437,713	257,437,713
Lease assets, net of accumulated amortization of $88,491	-	289,607	289,607
Total Assets	57,072,871	257,727,320	314,800,191
Deferred Outflows of Resources			
Deferred loss on refunding	-	441,964	441,964
Liabilities			
Accounts payable	284,253	-	284,253
Interest payable	-	2,694,460	2,694,460
Due to other City funds	759,903	-	759,903
Due to other governments	351,254	-	351,254
Security deposits	183,000	-	183,000
Unearned revenue	6,897,709	-	6,897,709
Long-term liabilities			
Payable within one year	-	10,573,621	10,573,621
Payable in more than one year	-	272,774,825	272,774,825
Total Liabilities	8,476,119	286,042,906	294,519,025
Deferred Inflows of Resources			
Unavailable revenues	1,105,934	(1,105,934)	-
Deferred inflows for leases	677,645	-	677,645
Total Deferred Inflows of Resources	1,783,579	(1,105,934)	677,645
Fund Balance/Net Position			
Fund Balance			
Nonspendable	157,842	(157,842)	-
Restricted for capital projects	1,191,850	(1,191,850)	-
Restricted by enabling legislation	2,182,768	(2,182,768)	-
Assigned for debt service	43,280,713	(43,280,713)	-
Total Fund Balance	46,813,173	(46,813,173)	-
Total Liabilities, Deferred Inflows of Resources and Fund Balance	$ 57,072,871		
Net Position			
Net investment in capital assets		(23,987,312)	(23,987,312)
Restricted by enabling legislation		2,182,768	2,182,768
Unrestricted		41,850,029	41,850,029
Total Net Position		$ 20,045,485	$ 20,045,485

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balance/Statement of Activities
Year Ended August 31, 2025

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Activities
Expenditures/Expenses			
General government	$ 11,358,828	$ 149,223	$ 11,508,051
Culture and recreation	-	5,373,273	5,373,273
Debt service	23,386,668	(10,371,094)	13,015,574
Capital outlay	7,741,094	(6,962,509)	778,585
Total Expenditures/Expenses	42,486,590	(11,811,107)	30,675,483
Program Revenues			
Naming rights and sponsorship revenue	1,562,909	6,769	1,569,678
Suite and premium seating revenue	2,532,987	-	2,532,987
Parking facility revenue	3,442,847	-	3,442,847
Charges for services	2,295,393	-	2,295,393
Facility lease and other rent revenue	508,809	-	508,809
Total Program Revenues	10,342,945	6,769	10,349,714
General Revenues			
Occupation taxes	23,035,979	-	23,035,979
Intergovernmental	3,368,711	-	3,368,711
Investment income	1,979,079	-	1,979,079
Total General Revenues	28,383,769	-	28,383,769
Other Financing Sources			
Issuance of debt	378,098	(378,098)	-
Transfers from City of Lincoln	600,000	-	600,000
Total Other Financing Sources	978,098	(378,098)	600,000
Expenditures in excess of revenues	(2,781,778)	2,781,778	-
Change in Net Position	-	8,658,000	8,658,000
Fund Balance/Net Position			
Beginning of Year	49,594,951	(38,207,466)	11,387,485
End of Year	$ 46,813,173	$ (26,767,688)	$ 20,045,485

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

The West Haymarket Joint Public Agency (the Agency) was organized as a joint public agency under the Nebraska Joint Public Agency Act on April 2, 2010, to facilitate land acquisition, relocation of existing businesses, environmental remediation, site preparation and the construction, equipping, furnishing and financing of public facilities including, but not limited to, a sports/entertainment arena, roads, streets, sidewalks, a pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots (collectively considered the West Haymarket Development Project or Project) for the benefit of residents of the City of Lincoln, Nebraska (the City). The Agency was created pursuant to a Joint Public Agency Agreement entered into between the City and the Board of Regents of the University of Nebraska.

Reporting Entity

As required by accounting principles generally accepted in the United States of America, these basic financial statements present the financial activities of the Agency. The Agency follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining the governmental activities, organizations, and functions that should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Agency is not financially accountable for any other organization. Under current GASB pronouncements, the Agency has been determined to be a component unit of the City of Lincoln, Nebraska – the primary government. As such, the Agency's financial results are included in the City of Lincoln, Nebraska's Annual Comprehensive Financial Report.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements (*i.e.,* the statement of net position and the statement of activities) report information on all of the Agency's financial activities. Governmental activities are normally supported by taxes and intergovernmental revenue which are reported as general revenues.

The government-wide financial statements are presented using the total economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, the operating statement presents increases and decreases in current assets, net of liabilities, and unassigned fund balance is a measure of available spendable resources. This means that only current liabilities are generally included on the governmental fund balance sheet.

The statement of net position does not equal the governmental funds balance sheet at August 31, 2025, due to net capital assets, a deferred loss on refunding, unavailable revenues and bond principal and interest that are not payable from available spendable resources in the statement of net position.

Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Measurable means the amount of the transaction can be determined; available means collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. Revenues are considered to be available if collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred and is expected to be paid from available spendable resources.

Occupation taxes and intergovernmental revenues are considered to be susceptible to accrual and are recorded as revenue in the period to which they relate.

Fund Accounting

The accounts of the Agency are organized on the basis of funds. The operations of the West Haymarket JPA Fund are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, deferred inflows and outflows of resources, fund equity, revenues and expenditures. Resources are allocated to and accounted for in the West Haymarket JPA Fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The major fund presented in the accompanying basic financial statements is the West Haymarket JPA Fund. The West Haymarket JPA Fund is the Agency’s only fund and is used to account for general government operational activities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and other changes in net position during the reporting period. Actual results could differ from those estimates.

Deposits and Investments

The Agency participates in a cash management pool managed by the City. The pool consists of bank deposits and investments. Cash balances in excess of current requirements are invested along with cash from other City funds and interest earned on these investments is allocated monthly to the various funds by the City Treasurer on a pro rata basis using aggregate quarterly balances. The Agency’s interest in the pool is shown as equity in pooled cash and investments in the statement of net position. Fair value of the equity in the pool is the same as the value of the pool shares determined using the fair value of the pool’s underlying investment portfolio.

The Agency may invest in certificates of deposit, in time deposits, and in any securities in which the state investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council and City Investment Policy in effect on the date the investment is made. The Agency’s investments in Tax Increment Financing investments are valued using discounted cash flow techniques.

Investment income includes interest income and the net change for the year in the fair value of investments carried at fair value.

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. As stated in the related ordinance, occupation taxes, less any administrative expenses, shall be used to fund expenditures of the Agency.

Lease Receivable

The Agency is a lessor for a noncancellable lease for the use of station space and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the Agency initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the lease term.

The Agency monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Capital Assets

Arena and infrastructure planning, design and construction costs are capitalized on the government-wide financial statements. At August 31, 2025, certain arena and infrastructure assets were in-service, and are being depreciated on a straight-line basis over their estimated useful lives of 25-50 years.

Lease Assets

Lease assets are initially recorded at the initial measurement of the lease liability, plus lease payments made at or before the commencement of the least term, less any lease incentives received from the lessor at or before the commencement of the lease, plus initial direct costs that are ancillary to place the asset into service. Lease assets are amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

Capital and Lease Asset Impairment

The Agency evaluates capital and lease assets for impairment whenever events or circumstances indicate a significant, unexpected decline in the service utility of a capital and lease asset has occurred. If a capital or lease asset is tested for impairment and the magnitude of the decline in service utility is significant or unexpected, the capital or lease asset historical cost and related accumulated depreciation or amortization are decreased proportionately such that the net decrease equals the impairment loss. No asset impairment was recognized during the year ended August 31, 2025.

Unearned Revenue

Unearned revenue is primarily comprised of advance payments received for various arena suites, loge boxes and club seats, the arena naming rights and prepaid parking. Revenue for these agreements will be recognized when the term of the related agreements commence on September 1, 2025.

Fund Balance Classification

Fund balances are shown only in the governmental fund financial statements. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund-Type Definitions*, fund balance is required to be classified into four components – nonspendable, restricted, committed and/or assigned. These classifications are defined as follows:

Nonspendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual restraints.

Restricted - includes fund balance amounts that are constrained for specific purposes as stipulated by constitution; external resource providers, such as donors or creditors; or through enabling legislation.

Committed - includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the Agency's highest level of decision-making authority.

Assigned - includes fund balance amounts that are not classified as either nonspendable, restricted, or committed.

When expenditures are incurred for purposes for which amounts in more than one category of fund balance are available for use, it is the Agency's policy to use the restricted amounts first, followed by the committed and assigned amounts.

Net Position Classification

Net position is required to be classified into three components - net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets - consists of capital and lease assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets, if any, or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

Restricted - consists of restricted assets, reduced by liabilities related to those assets, with constraints placed on their use either by a) external groups such as creditors (such as through debt covenants), contributors, or laws or regulations of other governments or b) law through constitutional provisions or enabling legislation.

Unrestricted - consists of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the net investment in capital assets or restricted components of net position.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted as they are needed.

Adjustments Column

The adjustments column on the governmental fund balance sheet/statement of net position represents the recording of certain assets and liabilities as required by GASB Statement No. 34.

The adjustments column on the governmental fund balance sheet/statement of net position is comprised of the following as of August 31, 2025:

Amounts reported for the West Haymarket JPA Fund are different from the statement of net position because of		
Capital assets, net of accumulated depreciation	$	257,437,713
Lease assets, net of accumulated amortization		289,607
Interest payable		(2,694,460)
Unavailable revenue		1,105,934
Deferred loss on refunding		441,964
Long-term liabilities		(283,348,446)
Total Adjustment Amount	$	(26,767,688)

The adjustments column on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities is comprised of the following for the year ended August 31, 2025:

Amounts reported for the West Haymarket JPA Fund are different from the statement of activities because of		
Purchase of capital assets	$	6,962,509
Depreciation and amortization expense		(5,522,496)
Issuance of lease		(378,098)
Debt service		10,371,094
Change in unavailable revenue		6,769
Total Adjustment Amount	$	11,439,778

Note 2. Deposits, Investments and Investment Return

Deposits

State statutes require banks either to provide a bond or to pledge government securities to the City Treasurer in the amount of the City's deposits. The Agency has been allocated a portion of the City's pooled cash and investments. The City's cash deposits, including certificates of deposit, are insured up to $250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of FDIC limits are covered by collateral held in a Federal Reserve pledge account or by an agent for the City and thus no custodial credit risk exists. No legal opinion has been obtained regarding the enforceability of any of the collateral arrangements.

Investments

The Agency generally follows the investment policy adopted by the City Council and utilized by the City Treasurer. The Agency may legally invest in U.S. government securities and agencies, U.S. government sponsored agencies, and in bank repurchase agreements. It may also invest to a limited extent in corporate bonds, bankers' acceptances and investment agreements.

At August 31, 2025, the Agency had the following investments, maturities and credit ratings:

Type	Fair Value	Maturities (in Years) 1 to 5	Maturities (in Years) 5 to 10	Credit Ratings Moody's/ S&P
Tax Increment Financing Investments	$ 3,017,034	$ 697,742	$ 2,319,292	Not rated

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its investment securities that are in the possession of an outside party.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair values of a government's financial instruments or a government's cash flows. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits current operating funds to be invested with maturities of no longer than twenty-four months. Fixed income investments held in construction funds, operating funds, and other nonoperating funds are limited to ten-year maturities. Tax Increment Financing investments are allowed to exceed 10 years as the interest rates are guaranteed by the fund and the investment is made within the City's funds.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's investment policy establishes requirements for certain investment securities to be rated at certain rates or higher without having collateral pledged to the City. The following investment types must be rated at the minimum rates noted below:

	S & P	Moody's
Money Markets	AAm	---
Corporate Notes	AA-	Aa3
Investment Agreements	AA-	Aa3
Commercial Paper	A-1	P-1
Bankers' Acceptance	A-1	P-1
Local Government Debt	AA	Aa

Concentration of Credit Risk

Concentration of credit risk is the risk associated with the amount of investments the Agency has with any one issuer that exceeds 5% or more of its total investments. Investments issued or explicitly guaranteed by the U.S. Government are excluded from this requirement. At August 31, 2025, the Agency's investments were comprised entirely of Tax Increment Financing investments, which were issued on behalf of two developers.

Summary of Carrying Values

The carrying values of deposits and investments are as follows:

Cash	$	2,685
Investments		3,017,034
Equity in pooled cash and investments		47,029,635
	$	50,049,354

Investment Income

Investment income, consisting of interest income and fair market value adjustments, was $1,979,079 for the year ended August 31, 2025.

Note 3. Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1 Quoted prices in active markets for identical assets or liabilities

Level 2 Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities

Level 3 Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

Investments

The only investments held by the Agency at August 31, 2025 are Tax Increment Financing investments, which are valued by the Agency on a recurring basis using discounted cash flow techniques, and are classified within Level 2 of the fair value hierarchy at August 31, 2025.

Note 4. Capital and Lease Assets

Capital asset activity for 2025 was:

	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Capital assets not being depreciated:					
Land	$ 58,709,511	$ -	$ -	$ -	$ 58,709,511
Construction in progress	441,890	2,319,961	-	(613,565)	2,148,286
Total Capital Assets Not Being Depreciated	59,151,401	2,319,961	-	(613,565)	60,857,797
Capital assets being depreciated:					
Buildings and improvements	254,807,844	4,235,015	-	133,712	259,176,571
Machinery and equipment	523,271	29,436	-	479,853	1,032,560
Lease assets:					
Machinery and equipment	-	378,098	-	-	378,098
Total Capital Assets Being Depreciated	255,331,115	4,642,549	-	613,565	260,587,229
Less accumulated depreciation	(58,195,210)	(5,434,005)	-	-	(63,629,215)
Less accumulated amortization	-	(88,491)	-	-	(88,491)
Total Accumulated Depreciation and Amortization	(58,195,210)	(5,522,496)	-	-	(63,717,706)
Capital and Lease Assets, Net	$ 256,287,306	$ 1,440,014	$ -	$ -	$ 257,727,320

Depreciation and amortization was charged to functions/programs as follows:

General government	$ 149,223
Culture and recreation	5,373,273
Total Depreciation and Amortization Expense	$ 5,522,496

Note 5. Long-term Liabilities

Long-term liability activity for 2025 was:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable	$ 293,880,000	$ -	$ 10,240,000	$ 283,640,000	$ 10,485,000
Unamortized bond premium	301,957	-	11,373	290,584	-
Unamortized bond discount	(887,747)	-	(27,186)	(860,561)	-
Right-to-use lease liability	-	378,098	99,675	278,423	88,621
Net Bonds Payable	$ 293,294,210	$ 378,098	$ 10,323,862	$ 283,348,446	$ 10,573,621

In September 2010, the Agency issued $100,000,000 in General Obligation Facility Bonds, Taxable Series 2010A. Semi-annual interest payments began in December 2010. Annual principal payments began in December 2020 at amounts that range from $2,440,000 to $5,855,000 with the final maturity in December 2045. The bonds are Build America Bonds and, as such, the Agency has elected to receive a federal subsidy of 35 percent from the United States Department of Treasury (Treasury) for a portion of the interest payable on the bonds. The interest rates on the bonds range from 3.50 to 5.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.20 percent.

In December 2010, the Agency issued $67,965,000 in General Obligation Facility Bonds, Taxable Series 2010B. Semi-annual interest payments began in June 2011. Annual principal payments began in December 2020 at amounts that range from $2,440,000 to $4,650,000 with the final maturity in December 2039. The bonds are direct pay Build America Bonds, with a federal subsidy of 35 percent from the Treasury for a portion of the interest payable on the bonds. The interest rates on the bonds range from 4.00 to 6.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.73 percent.

In December 2010, the Agency issued $32,035,000 in General Obligation Recovery Zone Economic Development Bonds, Taxable Series 2010C. Semi-annual interest payments began in June 2011. Annual principal payments begin in December 2040 at amounts that range from $4,865,000 to $5,855,000 with the final maturity in December 2045. The bonds are direct pay General Obligation Recovery Zone Economic Development Bonds, with a federal subsidy of 45 percent from the Treasury for a portion of the interest payable on the bonds. The interest rate on the bonds is 6.75 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.79 percent.

In December 2013, the Agency issued $28,175,000 in General Obligation Facility Bonds, Series 2013. Semi-annual interest payments began in June 2014. Annual principal payments began in December 2014 at amounts that range from $540,000 to $1,595,000 with the final maturity in December 2043. The interest rates on the bonds range from 2.00 to 5.00 percent.

In November 2019, the Agency issued $100,000,000 of General Obligation Facility Refunding Bonds, Taxable Series 2019. The bond proceeds, together with other Agency funds, were used to provide for payment of the principal and interest on the $100,000,000 outstanding General Obligation Facility Bonds, Series 2011, through the redemption date of December 15, 2021, and to redeem any remaining balance of the Series 2011 bonds on that redemption date. The refunding resulted in debt service savings of approximately $26,858,000 and net present value savings of approximately $21,042,000. The Series 2011 Bonds were called and completely redeemed during the year ended August 31, 2022. Annual principal payments began in December 2022 at amounts that range from $3,890,000 to $5,935,000 with the final maturity in December 2042. The interest rates on the bonds range from 2.375 to 3.25 percent.

The Series 2010A, 2010B and 2010C bonds are callable at the option of the Agency in whole or in part at any time. The Series 2013 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2023. The Series 2019 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2029.

All bonds were issued to provide a portion of the funds necessary to pay the costs of constructing, equipping, furnishing, and financing the development of the West Haymarket facilities. The full faith and credit and the taxing powers of the City are pledged for the payment of the principal and interest on the bonds.

Annual requirements to pay principal and interest to maturity on outstanding debt is as follow:

Years Ending August 31	Principal	Interest	Interest Subsidy	Net Interest	Total Debt Service
2026	$ 10,485,000	$ 12,670,795	$ (3,485,332)	$ 9,185,463	$ 19,670,463
2027	10,750,000	12,257,463	(3,391,370)	8,866,093	19,616,093
2028	11,050,000	11,821,476	(3,292,270)	8,529,206	19,579,206
2029	11,410,000	11,379,900	(3,187,982)	8,191,918	19,601,918
2030	11,765,000	10,932,463	(3,079,141)	7,853,322	19,618,322
2031-2035	64,645,000	47,008,006	(13,530,470)	33,477,536	98,122,536
2036-2040	76,100,000	31,759,495	(9,813,716)	21,945,779	98,045,779
2041-2045	75,725,000	12,761,641	(4,627,424)	8,134,217	83,859,217
2046	11,710,000	343,981	(140,154)	203,827	11,913,827
	$ 283,640,000	$ 150,935,220	$ (44,547,859)	$ 106,387,361	$ 390,027,361

The Series 2010A, 2010B and 2010C bonds were issued as direct pay Build America Bonds and General Obligation Recovery Zone Economic Development Bonds, respectively, in accordance with the American Recovery and Reinvestment Act of 2009, which allows the Agency to receive a U.S. Treasury subsidy equal to 35% and 45%, respectively, of the amount of interest payable on those bonds. Pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, refund payments to certain state and local government filers claiming refundable credits under section 6341 of the Internal Revenue Code applicable to certain qualified bonds are subject to sequestration. The refund payments processed on or after October 1, 2020 and on or before September 30, 2030 will be reduced by sequestration rate of 5.7%.

The interest subsidy is reflected in the table above as the Agency expects to receive these payments throughout the term of the related Bonds. Future subsidy payments are contingent on federal regulations and are subject to change. The subsidy is reflected as intergovernmental revenue in the Statement of Activities.

Note 6. Leases

Lease Receivable – West Haymarket Station Lease

The Agency leases a portion of its property to a third party, the terms of which expire through 2047. Payments increase annually for inflation utilizing the Consumer Price Index for all Urban Consumers (CPI-U), as stated in the agreement. Revenue recognized under this lease contract totaled approximately $55,000 for the year ended August 31, 2025, which includes both lease revenue and interest. This revenue is included within facility lease and other rent revenue on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities.

Below is a schedule of future payments that are included in the measurement of the lease receivable:

Year Ending August 31,	Principal	Interest	Total
2026	$ 25,529	$ 14,876	$ 40,405
2027	26,083	14,321	40,404
2028	26,650	13,755	40,405
2029	27,228	13,177	40,405
2030	27,820	12,585	40,405
2031-2035	148,426	53,599	202,025
2036-2040	165,255	36,770	202,025
2041-2045	183,992	18,033	202,025
2046-2047	72,571	1,505	74,076
	$ 703,554	$ 178,621	$ 882,175

Lease Liability

The Agency leases certain machinery and equipment, the term of which expires in 2028. The leases were measured based upon the Index at lease commencement. Variable payments based upon the use of the underlying asset are not included in the lease liability because they are not fixed in substance.

The following is a schedule by year of payments under the lease as of August 31, 2025:

Years Ending August 31	Principal	Interest	Total Payment
2026	$ 88,621	$ 9,049	$ 97,670
2027	92,743	4,766	97,509
2028	97,059	675	97,734
	$ 278,423	$ 14,490	$ 292,913

Note 7. Arena Lease and Operating Agreement

The City has entered into a Lease and Operating Agreement with the Board of Regents of the University of Nebraska ("UNL") as of October 2011. The agreement is for the lease of the basketball space and other defined leased improvements within the sports/entertainment arena, for a term of 30 years commencing on September 1, 2013, with the option to extend the term for three additional periods of five years each. Under the terms of the agreement, UNL is to pay an annual lease payment to the City, who remits these payments to the Agency, which is initially $750,000 and is adjusted for inflation on an annual basis beginning September 1, 2014. The agreement also provides for credits against this lease payment for the annual amount of turnback sales tax receipts the City receives from the sale of UNL basketball tickets, and a provision for lost concession revenue in an amount equal to $300,000, which is adjusted for inflation on an annual basis beginning September 1, 2014. The net rent revenue for fiscal year 2025 was approximately $408,000. As the credits against the lease payment for the annual amount of turnback sales tax receipts are variable and determined on an annual basis, the Agency is not able to determine the net future payments to be received and a lease receivable is not able to be measured for this agreement.

The Agreement also provides for UNL to receive a portion of the revenues related to certain premium seating arrangements at the Arena, based on seating type. The Agency paid approximately $394,000 to UNL during 2025 for revenue sharing for premium seating. The suite and premium seating revenues shown in the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities are shown net of amounts owed to UNL under this provision of the Agreement.

Note 8. Contractual Arrangements

Naming Rights and Premium Seating

The Agency has entered into a Title Sponsorship Agreement with Pinnacle Bank for the exclusive naming rights for the sports/entertainment arena through August 2038. The agreement called for Pinnacle Bank to make annual payments of $280,000 through fiscal year 2023, when the payments increased to $563,333 annually. The agreement also provided Pinnacle Bank with the opportunity to pay a discounted amount by making a prepayment to the Agency. Pinnacle Bank has exercised this option and has made prepayments to the Agency totaling approximately $6,700,000 of which approximately $3,500,000 is included in unearned revenue. This amount is included in unearned revenue on the balance sheet at August 31, 2025 and will be recognized as revenue on a pro-rata basis over the remaining term of the agreement.

The Agency has entered into agreements with individuals and businesses for various premium seating arrangements. The agreements require an initial security deposit and annual installments from the individuals and businesses, with the option of prepayment, and have terms ranging between five and ten years. As of August 31, 2025, amounts collected by the Agency for premium seating arrangements for future years totaled approximately $1,641,000, with approximately $836,000 remaining to be collected for the contract period beginning September 1, 2025.

The Agency will recognize revenues in future periods related to premium seating agreements as follows:

Annual Contract Period Beginning September 1,	
2025	$ 2,567,902
2026	2,525,922
2027	2,288,558
2028	2,153,064
2029	2,137,976
Thereafter	8,091,509
	$ 19,764,931

Advertising and Sponsorship Agreement

The Agency had entered into an agreement with IMG College, LLC ("IMG") which granted IMG the exclusive advertising and sponsorship rights at the sports/entertainment arena, for the period of September 1, 2013 through June 30, 2021. The agreement was amended for the period of July 1, 2021 through June 30, 2029, and also provided for a one-time contract signing bonus equal to $1,124,293, to be paid in installments through July 1, 2023. The agreement requires IMG to make guaranteed annual payments to the Agency, and 50% of any gross collected cash revenue in excess of the revenue sharing threshold, as outlined in the agreement.

Payments totaling $1,050,000 were received from IMG for the fiscal year ended August 31, 2025. The contracted schedule of remaining guaranteed annual payments and the revenue sharing threshold is shown below:

Annual Contract Period Beginning July 1,	Guaranteed Rights Fee	Revenue Sharing Threshold
2025	$ 1,100,000	$ 1,750,000
2026	1,100,000	1,750,000
2027	1,150,000	1,850,000
2028	1,150,000	1,850,000

Note 9. Risk Management

The Agency is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Agency carries commercial insurance for risks of loss, including liability, property, pollution, errors and omissions, and workers' compensation. The Agency has had no claims or judgments exceeding the policy limits.

Note 10. Related Party Transactions

City of Lincoln (City)

The City provides certain administrative services to the Agency for which the Agency pays fees to the City. These fees amounted to approximately $1,180,000 for the year ended 2025. These charges are recorded as general government expenses in the statement of governmental fund revenues, expenditures and changes in fund balance and statement of activities.

During 2014, the Agency entered into a second Amended and Restated Facilities Agreement with the City, which clarified the responsibilities for operation and maintenance of certain infrastructure assets within the West Haymarket Development Project. With the exception of certain infrastructure assets, the agreement details that ownership of arena project assets, including the related parking facilities, will remain with the Agency until such time as no associated bonds are outstanding, at which time these assets will be conveyed to the City for the sum of one dollar and other good and valuable consideration.

During 2013, the Agency entered into a Parking Garage Management Agreement with the City for the operation, management and maintenance of three parking garages constructed by the Agency within the West Haymarket Development Project. Under the agreement, the Agency made payments to the City totaling approximately $2,208,000 during fiscal year 2025 for the operation and maintenance of the Agency’s parking garages.

As discussed in Note 1, the Agency is invested in the City of Lincoln, Nebraska’s pooled cash and investment management system.

Note 11. Commitments

In October 2022, the Agency’s board of representatives authorized a grant to the Lincoln Youth Complex in an amount not to exceed $4,500,000 to reimburse the Lincoln Youth Complex for a portion of its costs to design and construct the Lincoln Youth Complex sports fields. The payments will be made over the course of three years, beginning in April 2023. In April 2024, the Agency's board of representatives authorized an additional grant to the Lincoln Youth Complex in an amount not to exceed $4,500,000. The payments will be made over the course of three years, beginning in April 2026. As of August 31, 2025, the Agency has a remaining commitment of $4,500,000 related to these grants.

Environmental Matters

In connection with the West Haymarket Development Project, the Agency is involved with the clean-up and remediation of several development sites relating to soil and groundwater contamination. This clean-up and remediation is performed as sites are developed, as the Agency has not been designated as a potentially responsible party (PRP or equivalent status) by any regulatory agency requiring the immediate clean-up of impacted areas. Although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of the contamination or the applicable regulatory requirements. No liability has been recorded for potential future remediation activities as of August 31, 2025.

Forvis Mazars, LLP
1248 O Street, Suite 1040
Lincoln, NE 68508
P 402.473.7600 | F 402.473.7698
forvismazars.us

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated January 7, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Forvis Mazars, LLP

Lincoln, Nebraska
January 7, 2026

WH 26-2 Introduce: 2-26-26

RESOLUTION NO.

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

That the attached Contract between the West Haymarket Joint Public Agency and Advanced Digital Solutions, LLC, for new TVs at the Pinnacle Bank Arena, for a total amount not to exceed $115,300.00, pursuant to Bid No. 25-208, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of February, 2026.

Introduced by:

____

Approved as to Form & Legality:

____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

____
Leirion Gaylor Baird

____
Tim Clare

____
Tom Beckius

CONTRACT DOCUMENTS

West Haymarket Joint Public Agency
Lincoln, Nebraska

Annual Service
TV's for Pinnacle Bank Arena
Bid No. 25-208

Advanced Digital Solutions LLC
1945 Imola Court
Las Vegas, NV 89123
(408) 384-8986

West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into by and between **Advanced Digital Solutions LLC., 1945 Imola Court, Las Vegas, NV 89123**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Service – TV's for Pinnacle Bank Arena, Bid No. 25-208

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to JPA, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, JPA, in the manner prescribed by law has examined and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and JPA have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:

   The JPA will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of $115,300.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor 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. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: A performance and payment bond in the full amount of the contract shall NOT be required for this contract.

6a. TERMINATION FOR CAUSE

a) JPA may terminate the Contract if the Contractor:
   1. Refuses or fails to supply enough properly skilled workers or proper materials;
   2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   4. Otherwise commits a substantial breach of any provision of the Contract Documents.

b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
   1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. Accept assignment of subcontracts; and
   3. Finish the Work by whatever reasonable method JPA may deem expedient.

c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.

d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.

e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.

f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

6b. TERMINATION BY JPA FOR CONVENIENCE

a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:

1. Discontinue the Work to the extent specified by JPA;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, JPA shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
3. Any proven losses with respect to materials and equipment directly resulting from such termination.
4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any

products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

(A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or

(B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or

(C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

9. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion date shall be no later than May 1, 2026.

10. The Contract Documents comprise the Contract, and consist of the following:

    1. Contract Terms
    2. Supplier Response
    3. Specifications
    4. Summary of Foreign Adversary Contracting Prohibition Act
    5. Foreign Adversary Contracting Prohibition Act Certification Form
    6. Insurance Requirements
    7. Instructions to Bidders
    8. Sales Tax Exemption Forms 13 & 17

* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and JPA hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

Vendor Signature Page

CONTRACT
Annual Service
New TV's for Pinnacle Bank Arena
Bid No. 25-208
West Haymarket Joint Public Agency
Advanced Digital Solutions LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

____
Name of Corporation

______________________ Seal
Secretary

____
Address

By: ______________________
Duly Authorized Official

____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Advanced Digital Solutions LLC
Name of Organization

LLC
Type of Organization

1945 Imola Court, Las Vegas, NV, 89123
Address

By: Farhaad Sheikh
Signed by: Farhaad Sheikh
D30433E3852A4AF...
Member

By: ______________________
Member

IF AN INDIVIDUAL:

____
Name

____
Address

____
Signature

West Haymarket Joint Public Agency Signature Page

CONTRACT
Annual Service
New TV's for Pinnacle Bank Arena
Bid No. 25-208
West Haymarket Joint Public Agency
Advanced Digital Solutions LLC

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

____
Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No._________________________

dated ____________________________________

25-208 Addendum 1
Advanced Digital Solutions LLC
Supplier Response

Event Information

Number:	25-208 Addendum 1
Title:	New TV's for Pinnacle Bank Arena
Type:	Notice to Bidders
Issue Date:	11/5/2025
Deadline:	11/20/2025 02:00 PM (CT)
Notes:	Adding more catagories / commodities

Contact Information

Contact:	Sharon Mulder, Asst. Purchasing Agent
Address:	Purchasing 440 S. 8th Street Suite 200 Lincoln, NE 68508
Phone:	(402) 441 x7428
Email:	smulder@lincoln.ne.gov

Advanced Digital Solutions LLC Information

Contact:	Fredrick Solomon
Address:	1945 imola court las vegas, NV 89123
Phone:	(408) 384-8986
Email:	freddy@adsii.com
Web Address:	www.adsii.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Fredrick Solomon	freddy@adsii.com
Signature	*Email*

Submitted at 11/20/2025 12:44:44 PM (CT)

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting Prohibition Act Certification Form.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

Method of Completion

20251120 _ Method of Completion.pdf

Attach the Method of Completion for installation.

Bid Attributes

1	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. ☑ Yes
2	**Insurance Requirements and Endorsements** Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.** ☑ Yes
3	**Specifications** I acknowledge reading and understanding the specifications. ☑ Yes
4	**Draft Sample Contract** I acknowledge reading and understanding the draft sample contract. ☑ Yes

5	**Contract Contact** The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded. Fredrick Solomon, Freddy@adsii.com, 4083848986
6	**Assignment** Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City. ☑ Yes
7	**City = JPA** I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA). ☑ Yes
8	**Method of Completion** I have attached my Method of Completion for the installation of the tv's for this bid in the Attachment tab. Yes
9	**TV Availability** All tv's bid must be available upon receipt of an executed contract or purchase order, which shall be sent by December 31, 2025. Please response that you acknowledge. Yes
10	**Bid Documents** I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. ☑ Yes
11	**Employee Class Act Affidavit** I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract. ☑ Yes
12	**Standard Specifications for Municipal Construction** I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov | Standard Specifications for Municipal Construction ☑ Yes
13	**Bid Award** I acknowledge and understand that the City, County and/or Public Building Commission reserve the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. a) Do you agree and understand? Yes/No_____ b) Is your pricing based on all-or-nothing basis? Yes/No_____ Yes

14	**Warranty** I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply. ☑ Yes
15	**U.S. Citizenship Attestation** **Is your company legally considered an Individual or Sole Proprietor: YES or NO** As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108. Yes
16	**Foreign Adversary Contracting Prohibition Act** I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid. If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response. Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract. ☑ Foreign Adversary Contracting Prohibition Act
17	**Tax Exempt Certification Forms** Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) ☑ Yes

Bid Lines

1 TVs for Pinnacle Bank Arena - South Lobby Video Wall --- 55"

Quantity: 9 UOM: EA Unit Price: $2,200.00 Total: $19,800.00

Manufacturer: Samsung

Manufacturer #: VHC-E Series 700nit FHD

Item Notes: Picture of South Lobby Video Wall is Exhibit A

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: VH55C-E | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

2 TVs for Pinnacle Bank Arena - North Lobby Video Wall - North Wall --- 55"

Quantity: 9 UOM: EA Unit Price: $2,200.00 Total: $19,800.00

Manufacturer: Samsung

Manufacturer #: VHC-E Series 700nit FHD

Item Notes: Picture of North Lobby Video Wall, North Wall is Exhibit B

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: VH55C-E | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

3 TVs for Pinnacle Bank Arena - North Lobby Video Wall, South Wall --- 55"

Quantity: 12 UOM: EA Unit Price: $2,200.00 Total: $26,400.00

Manufacturer: Samsung

Manufacturer #: VHC-E Series 700nit FHD

Item Notes: Picture of North Lobby Video Wall - South Wall is Exhibit C

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: VH55C-E | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

4 TVs for Pinnacle Bank Arena - East Loge - Video Wall --- 55"

Quantity: 4 UOM: EA Unit Price: $2,200.00 Total: $8,800.00

Manufacturer: Samsung

Manufacturer #: VHC-E Series 700nit FHD

Item Notes: Picture of East Loge - Video Wall is Exhibit D

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: VH55C-E | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

5 TVs for Pinnacle Bank Arena - West Loge - Video Wall --- 55"

Quantity: 4 UOM: EA Unit Price: $2,200.00 Total: $8,800.00

Manufacturer: Samsung

Manufacturer #: VHC-E Series 700nit FHD

Item Notes: Picture of West Loge Video Wall is Exhibit E

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: VH55C-E | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

6 Multi Touch Smart Board, 86"
with Android 13

Quantity: 1 UOM: EA Unit Price: $2,500.00 Total: $2,500.00

Manufacturer: CreateBoard

Item Notes: Includes Google Mobile Services, Wireless Connectivity and Built-In Speakers

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: 86TR3DK-B.YUSQ | Manufacturer: LG | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

7 To go along with Multi Touch Smart Board, 86"
(1) Rally Plus - Premier Modular Video Conferencing System

Quantity: 1 UOM: EA Unit Price: $2,800.00 Total: $2,800.00

Manufacturer: CreateBoard

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: 960-001225 | Manufacturer: Logitech | Unit Price for Rally Plus Only | Install + $200 each | Removal & Recycle + $200 ea

8 To go along with Multi Touch Smart Board, 86"
(1) Rally Mounting Kit

Quantity: 1 UOM: EA Unit Price: $200.00 Total: $200.00

Manufacturer: CreateBoard

Item Notes: Includes new mount, flush mount, and installation

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: 939-001644 | Manufacturer: Logitech | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

9 TVs for Pinnacle Bank Arena - Other TV's --- 98"

Quantity: 2 UOM: EA Unit Price: $2,800.00 Total: $5,600.00

Manufacturer: Samsung Vision

Manufacturer #: QLED Q74 4k

Item Notes: Includes Mount and Installed and must have CED Control

Item Attributes

1. Manufacturer and Model Bidding

Please provide Manufacturer and Model Bidding.

Part Number: QN98Q7FAAFXZA | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

10 TVs for Pinnacle Bank Arena - Other TV's --- 85"

Quantity: 1 UOM: EA Unit Price: $4,000.00 Total: $4,000.00

Manufacturer: Samsung Smart

Item Notes: Includes Mount and Installed and must have CED Control

Item Attributes

1. Model Number

What is the Samsung Model Number TV Bidding?

Part Number: QN85QN900FFXZA | Manufacturer: Samsung | Unit Price for TV Only | Install + $200 each TV | Removal & Recycle + $200 ea TV

Response Total: $98,700.00

Method of Completion

Advanced Digital Solutions (ADS) will complete this project using a structured, end-to-end delivery methodology designed to ensure efficient procurement, secure handling, professional installation, and a seamless transition to the end user. Our execution plan includes the following phases:

---

1. Procurement

ADS will procure all TVs, video wall components, mounting hardware, cabling, and accessories from authorized distributors. All equipment will be sourced new, with full manufacturer warranties, and verified against the approved bill of materials.

---

2. Warehousing, Inventory Control & Staging

All products will be shipped to and received at our **local warehouse facility**, where ADS will:

- Perform intake verification and inspection
- Conduct serial-number and quantity reconciliation
- Stage equipment by location and installation zone
- Pre-assemble or pre-configure applicable components (as permitted by manufacturer warranties)

This controlled staging ensures installation efficiency and minimizes onsite disruption.

---

3. Site Coordination & Pre-Installation Support

An ADS representative will be dispatched to the customer site to:

- Assist with receiving equipment (if direct shipment is required)

- Coordinate onsite staging areas
- Validate installation paths and mounting locations
- Confirm the arena's operational schedule to ensure work occurs only during approved hours

This step ensures full alignment with the customer's operational and event schedule.

---

4. Installation Team Deployment (Upon Customer Approval)

If installation is authorized, ADS will deploy a certified installation team to complete all onsite work. Activities include:

a. Removal of Existing TVs

- Safe removal of legacy displays and mounts
- Assessment of existing cabling and infrastructure
- Redressing or correcting cabling as needed to meet best-practice standards

b. Recycling & Disposal

ADS will responsibly **recycle all removed TVs and associated materials**, including delivery to an approved disposal or recycling facility in accordance with local environmental regulations.

c. Installation of New TVs & Mounts

- Installation of all new displays to existing or new mounts as specified
- Adjustment or replacement of mounts where required
- Cabling, labeling, and concealment in accordance with code and venue standards
- Integration with existing control systems (including CEC/RS-232/IP control where applicable)

d. Functional Testing & Integration

ADS will ensure each display is:

- Securely mounted
- Fully powered and networked
- Integrated into the customer's management/control environment
- Calibrated and tested for picture quality, connectivity, and control responsiveness

---

5. Final Handoff to End User

Upon completion, ADS will provide:

- Walkthrough and demonstration of installed equipment
- Review of cabling and control systems
- Instructions for basic operation and functionality
- Documentation of serial numbers, locations, and equipment configuration
- Confirmation that all areas are clean, clear, and ready for use

The project is not considered complete until the customer has received a full and satisfactory handoff.

New TVs for
Pinnacle Bank Arena

1. GENERAL NOTICE

1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); new TVs for Pinnacle Bank Arena requires the following:
  1.1.1 Furnish all new TVs throughout the PBA.
  1.1.2 Provide an option to install TV's throughout PBA
  1.1.3 Remove & recycle existing TVs

1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.

1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
  1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
  1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
   - Type "bid" into search box
   - CLICK ON ***Bids and Contracts***
   - CLICK ON ***Supplier Registration***
   - Enter information as required.

  1.3.3 All fields marked with the red asterisk must be completed to register successfully.

1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.

1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent via email to (smulder@lincoln.ne.gov)
  1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
  1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
  1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.

1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.

1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.

1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

1.9 The Project Manager for this project will be Ryan Weiss, Director of

Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

2.1 The Successful Contractor shall furnish and Install new TVs throughout Pinnacle Bank Arena.

3. NEW TVS

3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:

3.2 Bidder to provide "Lump" sum pricing to install all TVs to existing mounts throughout PBA

- 3.2.1 Note: Some mounts may have to be adjusted.

3.3 All TVs must have an RS-232 jack or compatible (ex-link)

3.4 All Required Bolts

3.5 Recycle All TVs

3.6 Lift will be provided to the winning bidder to hang any TV

3.7 South Lobby Video Wall

- 3.7.1 (9) VHC-E Series 700nit FHD – 55"
- 3.7.2 New Mounts required, Flush Mount, budget oriented
- 3.7.3 All other recommended cabling required
- 3.7.4 Installation
- 3.7.5 Recycling of Mounts and TVs
- 3.7.6 Picture of South Lobby Video Wall, Exhibit A

3.8 North Lobby Video Wall – North Wall

- 3.8.1 (9) VHC-E Series 700nit FHD – 55"
- 3.8.2 New Mounts required, Flush Mount, budget oriented
- 3.8.3 All other recommended cabling required
- 3.8.4 Installation
- 3.8.5 Recycling of Mounts and TVs
- 3.8.6 Picture of North Lobby Video Wall, North Wall, Exhibit B

3.9 North Lobby Video Wall – South Wall

- 3.9.1 (12) VHC-E Series 700nit FHD – 55"
- 3.9.2 New Mounts required, Flush Mount, budget oriented
- 3.9.3 All other recommended cabling required
- 3.9.4 Installation
- 3.9.5 Recycling of Mounts and TVs
- 3.9.6 Picture of North Lobby Video Wall, South Wall, Exhibit C

3.10 East Loge – Video Wall

- 3.10.1 (4) VHC-E Series 700nit FHD – 55"
- 3.10.2 New Mounts required, Flush Mount, budget oriented
- 3.10.3 All other recommended cabling required
- 3.10.4 Installation
- 3.10.5 Recycling of Mounts and TVs
- 3.10.6
- 3.10.7 Picture of East Loge, Video Wall, Exhibit D

3.11 West Loge – Video Wall

- 3.11.1 (4) VHC-E Series 700nit FHD – 55"
- 3.11.2 New Mounts required, Flush Mount, budget oriented
- 3.11.3 All other recommended cabling required
- 3.11.4 Installation
- 3.11.5 Recycling of Mounts and TVs
- 3.11.6 Picture of South Lobby Video Wall Exhibit E

3.12 (1) - 86” Multi Touch CreateBoard® Smart Board with Android 13, Google Mobile Services, Wireless Connectivity & Built-in Speakers
    3.12.1 (1) Rally Plus – Premier Modular Video Conferencing System
    3.12.2 (1) Rally Mounting Kit
    3.12.3 New Mount, Flush Mount, budget oriented
    3.12.4 Installation
    3.12.5 PBA will handle any added electrical and electrical data
3.13 Other TVs –
    3.13.1 (2) 98” - Samsung TV – QLED Q74 4k Samsung Vision, Mount and Installed, Must have CEC Control.
    3.13.2 (1) 85” – Samsung Smart TV, Mount and Installed, must have CEC Control.
3.14 Note: If an alternate TV is chosen, Owner must approve the display. Note: All vendors must indicate whether pricing is all-or-none or à la carte.

4. DELIVERY AND INSTALLATION

4.1 Pricing shall include F.O.B delivery:
Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508
4.2 Delivery will be to the loading dock.
4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

5.1 Evaluation of bids will consist of the following:
    5.1.1 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2025 or January of 2026.

Exhibit A – South Lobby Video Wall

Exhibit B - North Lobby Video Wall – North Wall

Exhibit C - North Lobby Video Wall – South Wall

Exhibit D - East Loge – Video Wall

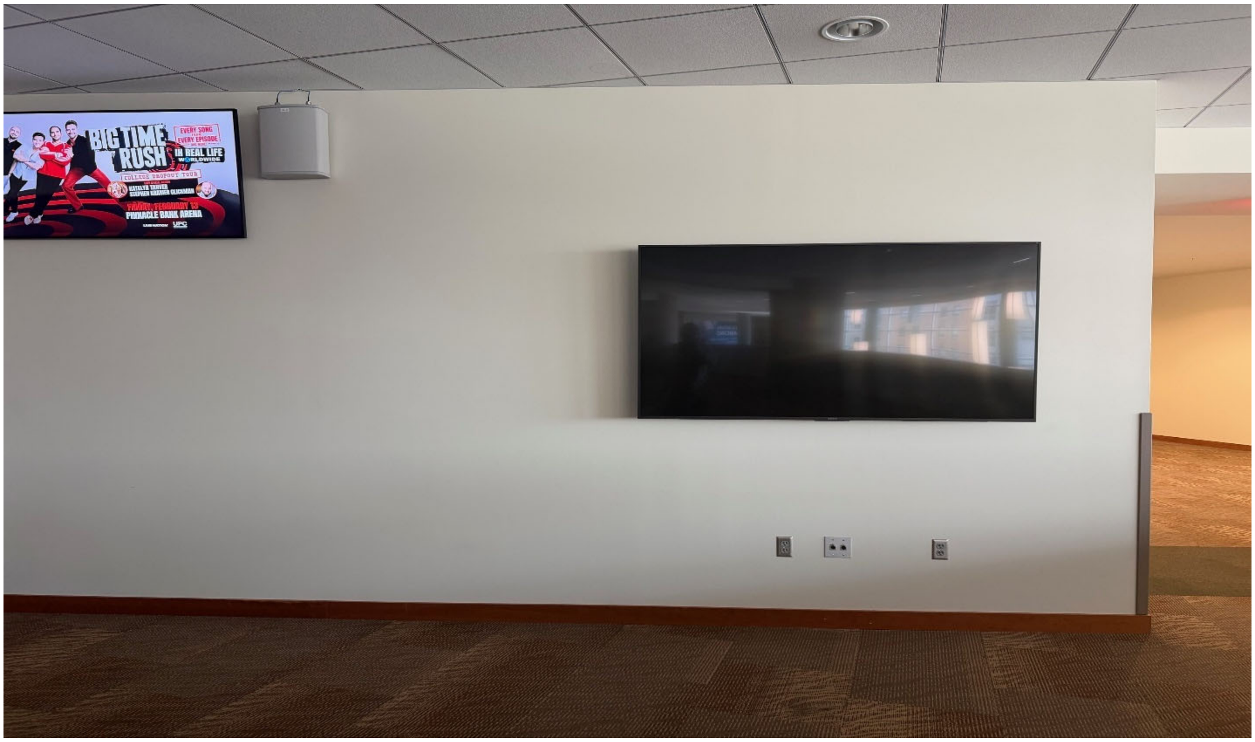
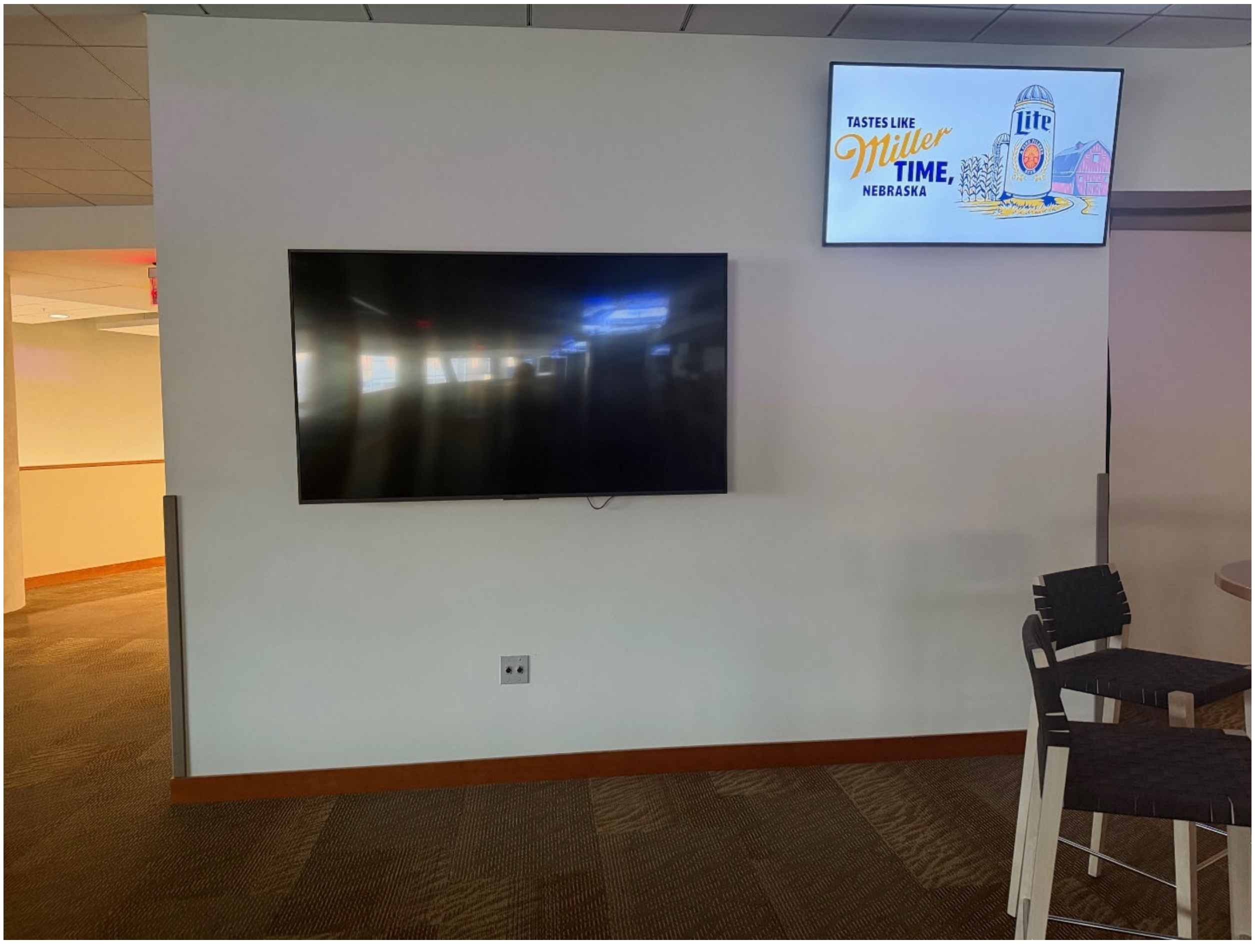


Exhibit E - West Loge – Video Wall


TASTES LIKE
Miller
TIME,
NEBRASKA
Lite

SUMMARY OF FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
LB 1300, NEBRASKA LEGISLATURE (2024), Neb. Rev. Stat. §73-901 to §73-907

Legislative Intent:
The Foreign Adversary Contracting Prohibition Act was passed and signed by the Governor on April 16, 2024, pursuant to LB 1300, with an emergency clause attached for certain sections including sections 7-13 for the Foreign Adversary Contracting Prohibition Act. It is codified under Neb. Rev. Stat. §73-901 to §73-907.

Purpose: The Legislature finds that dealing with commercial entities organized under the laws of a foreign adversary or with a principal place of business within a foreign adversary tend to carry increased political risk and threaten state security and the privacy of residents. In response to the risk, the Act prohibits public entities, including a political subdivision and any entity acting on behalf of the political subdivision, from entering into contracts with companies organized under the laws of or controlled by the government of a foreign adversary for technology related products or services for performance of the contract. The Act requires the political subdivision to obtain a certification from any company providing technology related products or services to certify they are not a scrutinized company, organized under the laws of, or controlled by a foreign adversary.

Under the bill, a scrutinized company shall not bid on, submit a proposal for, or enter into, directly or indirectly through a third party, any contract or contract renewal with any public entity for any technology-related public product or service, (See Neb. Rev. Stat. §73-904). No public entity shall enter into any contract or renewal that results in state or local government funds being transferred to a scrutinized company in connection with any technology related product or service in performance of the contract or to any company in connection with any technology related product or service that originates with a scrutinized company. (See Neb. Rev. Stat. §73-906).

Certification – Not a Scrutinized Company
A public entity shall require a company that submits a bid or proposal or enters into a contract or renewal for any technology related product or service to certify that the company is not a scrutinized company and that the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract and that any products or services to be provided do not originate with a scrutinized company. (See Neb. Rev. Stat. §73-905).

Definitions- Neb. Rev. Stat. §73-903
Under the Act, the following terms have the following meanings:

Company means: any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists for the purpose of making a profit, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of any such entity or business association.

Foreign adversary means: a foreign adversary as determined pursuant to 15 CFR 7.4. Per 15 CFR 7.4 foreign adversaries include the People's Republic of China, including the Hong Kong Special Administrative Region (China); Cuba, Iran, North Korea, Russia, and Maduro Regime.

Owned in whole or in part means: (a) For a publicly traded company, any share of ownership that entails the ability to direct or influence the operations of the company, the ability to appoint or discharge any board members, officers, or directors, or any other rights beyond those available to a retail investor holding an equivalent share of ownership; and (b) For a privately held company, any share of ownership.

Public entity means: the state or any department, agency, commission, or other body of state government, including publicly funded institutions of higher education, any political subdivision of the state, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such public entity.

Scrutinized company means:
(a) Any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; or
(b) Any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or

(c) Any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) above, without incorporating that product or service into another final product or service.

Technology-related product or service means: a product or service used for information systems, surveillance, light detection and ranging, or communications. Although there are no definitions provided in the legislation, the city offers the following examples to aid companies as they prepare and submit the certification:

a. For information systems, this would include technology related products and services used by an organization to collect, transfer, organize, and store city information or that works together to transform data into useful information. Such products or services could include a collection of hardware, software, data centers, servers, the internet, and other hardware devices.

b. For surveillance, this would include products and services used to monitor an individual's digital and physical actions and communications. This could include facial recognitions software, security cameras, and wearable computing devices,

c. For light detection and ranging, this would include products and services that utilize Lidar technology to measure large areas of terrain through 3D models.

d. For communications, this would include products and services for the acquisition, storage, management, transmission, or reception of data or information by the City and could include equipment such as computers, cell phones, telephones, video conferencing equipment, satellite, fiber optics, radio, or any other electronic device enabling the transfer of text, audio, or video content.

EXCEPTION FOR GOODS: A public entity may enter into a contract with a scrutinized company for goods manufactured by a scrutinized company if: there is no other reasonable option for procuring such good and the contract is preapproved by the Nebraska Department of Administrative Services and not procuring such good would pose a greater threat to the state than the threat associated with the good itself OR if the purchasing entity is an electric supplier that is not out of compliance with the Critical Infrastructure Protection requirements issued by the North American Electric Reliability Corporation. (See Neb. Rev. Stat. §73-906(2)).

NULL AND VOID: Any contract entered into in violation of the Act shall be null and void. (See Neb. Rev. Stat. §73-907(1)).

PENALTY: Any scrutinized company that bids on or contracts or renews a contract for any technology related product or service or that violates the certification provided pursuant to the Act shall be liable for a civil penalty up to $250,000 or twice the amount of the contract bid, or the amount of any losses suffered by the public entity as a result of such violation, whichever amount is higher. The contractor shall also be ineligible to enter into any contract with any public entity for a period of five years. The Attorney General may bring an action in any court of competent jurisdiction against any person that violates the Act. (See Neb. Rev. Stat. §73-907(2-3)).

NOTICE OF VIOLATION: If a public entity believes that a company has violated the certification process, they shall give the company notice of the alleged violation with 60 days to respond. After responding, the public entity has 60 days to make a final determination and if a violation has occurred may refer the matter to the Attorney General. A whistleblower provision allows any individual to report suspected violations to the Attorney General. (See Neb. Rev. Stat. §73-907(4-5)).

PROCESS: All bid proposals, contracts, and contract renewals need to have a **Certification Form** submitted by the contractor and attached to the contract and the Foreign Adversary Contracting Prohibition Act Certification contract clause should be included in all contracts and renewals. If the contractor indicates on the form they are not supplying technology related goods or services, the contractor will not need to resubmit another certification form for any subsequent renewals.

FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company Advanced Digital Solutions LLC

Check all that apply:

☑ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.

☑ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.

☐ The Company is not providing technology related goods or services as defined under the Act.

☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.

☑ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Farhaad Sheikh
(First, Middle, Last)

SIGNATURE: [signature]

TITLE: President | Member

DATE: 12/22/2025

Insurance Requirements

Submitted on	5 February 2026, 12:33PM
Receipt number	2319
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- "**Agreement**" shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- "**City**" shall mean the City of Lincoln, NE.
- "**COI**" shall mean a Certificate of Insurance.
- "**Contractor**" shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- "**County**" shall mean the County of Lancaster, Nebraska.
- "**Owner(s)**" shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- "**PBC**" shall mean the Lincoln-Lancaster County Public Building Commission.
- "**Site**" shall mean the location the Work is being completed and/or delivered to.
- "**WHJPA**" shall mean the West Haymarket Joint Public Agency.
- "**Work**" shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following:	WHJPA
PROVISIONS:	3. Commercial General Liability 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above $25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.
Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.
Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508	West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis**: Occurrence basis.
- B. **Limits**: Not less than $1,000,000 combined single limit (CSL) each occurrence; $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate.
- C. **Coverage**: Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form**: The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form**: Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than $500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.
Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.
Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.
Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.
Minimum Rating - Insurer: All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.
Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.
Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.
No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.
Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.
Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement. For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)	rweiss@pinnaclebankarena.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 925-3137 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED advanced digital solutions llc 1945 IMOLA CT LAS VEGAS NV 89123	

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Property and Casualty Insurance Company of Hartford	34690
INSURER B :	Sentinel Insurance Company Ltd.	11000
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	76 SBU BY5UN9	12/23/2025	12/23/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	x	x	76 SBU BY5UN9	12/23/2025	12/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	76 WEG BY5UN7	12/23/2025	12/23/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liability Insurance			76 SBU BY5UN9	12/23/2025	12/23/2026	Each Claim Limit	$25,000
							Annual Aggregate Limit	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
City Of Lincoln, Lancaster County, Lincoln- Lancaster County Public Building Commission 555 S 10TH ST LINCOLN NE 68508-2803	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Susan L. Castaneda

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NUTMEG INS AGENCY INC/PHS		ADVANCED DIGITAL SOLUTIONS LLC 1945 IMOLA CT LAS VEGAS NV 89123
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of Subrogation Form SL 30 03, attached to this policy. Certificate holder is an additional insured per the Additional Insured - Designated Person Or Organization Form SL3042 attached to this policy. Certificate holder is an additional insured per the Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - Ongoing Operations Form SL3024 attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS – SCHEDULED PERSON OR ORGANIZATION

POLICY NUMBER: 76 SBU BY5UN9

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Section **C. WHO IS AN INSURED** is amended to include the following as an additional insured:

The person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations for the additional insured(s) at the location(s) designated in the Declarations.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract, agreement, or permit the insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

a. Any person or organization shown in the Declarations, or
b. Any person or organization with whom you have a contract that requires such waiver.

Policy Change: Business Owner's Policy

THE HARTFORD

Policy Number: 76 SBU BY5UN9

Policy Period: 12/23/2025 to 12/23/2026

Named Insured and Mailing Address:
Advanced Digital Solutions LLC,
1945 IMOLA CT,
LAS VEGAS, NV 89123

Policy Change Number: 002

Policy Change Effective Date: 01/02/2026, Effective hour is the same as stated in the Declarations Page of the Policy.

Insurer:
Property and Casualty Insurance Company of Hartford, a property and casualty company of The Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:
NUTMEG INS AGENCY INC/PHS
8711 UNIVERSITY DRIVE EAST
CHARLOTTE, NC 28213

Code: 76210775

Coverage Parts Affected:

Liability
Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional premium in the amount of:	$69

*Price is subject to fees and surcharges

Countersigned by: Susan L. Castaneda 01/02/2026

Authorized Representative Date

Policy Change: Business Owner's Policy

Waiver of Subrogation has been added and modifies your Liability coverage. The following schedule applies.

Person or Organization:	Address:
City of Lincoln, Lancaster County Lincoln - Lancaster County Public Building Commission	55 s 10TH ST LINCOLN NE 68508

The following Additional Insured has been added as an Additional Insured - Owners, Lessees, or Contractors - Ongoing Operations - Scheduled Person or Organization.

Additional Insured Name:	Location:	Description of Ongoing Operations:
City of Lincoln, Lancaster County, , 555 S 10TH ST, LINCOLN, NE 68508-2803	.	.

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SL 30 03 10 18	WAIVER OF SUBROGATION	Liability
SL 30 24 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATION - SCHEDULED PERSON OR ORGANIZATION	Liability

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Premium associated with this Policy Change has pro rata factor 0.972.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 76 WEG BY5UN7 **Endorsement Number:** 001
Effective Date: 12/23/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Advanced Digital Solutions LLC
1945 IMOLA CT
LAS VEGAS NV 89123

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by ______________________________
Authorized Representative

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. <u>BIDDING PROCEDURE</u>

1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.

1.2. <u>EBID/IONWAVE REGISTRATION</u>
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
  - 1.2.1 To register in Ebid, click on this link: https://col.ionwave.net/Login.aspx
  - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.

1.3. Solicitation responses will not be accepted after the closing time and date.

1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.

1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
  - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
  - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.

1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.

1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs.

2. <u>CLARIFICATION OF BIDDING DOCUMENTS</u>

2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.

2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.

2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.

2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. <u>INDEPENDENT PRICE DETERMINATION</u>

3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

4. <u>BRAND NAMES/ALTERNATES</u>

4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
  4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data, and any other information necessary for an evaluation.
  4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.

4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.

5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.

5.3. If items are small and mailable and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owner of acceptable goods. The Bidder should indicate how samples are to be returned.

5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.

5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.

5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.

5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).

6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.

6.3. At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

7. WARRANTIES AND GUARANTEES

7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.

7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.

- 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of closing.
- 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.

8.2. If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.

- 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
- 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
- 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.

8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

- 8.4.1. A contract has been executed and bonds have been furnished.
- 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
- 8.4.3. All responses have been rejected.
- 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. **REFERENCE CHECKS**

9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. **SOLICITATION EVALUATION AND AWARD**

10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.

10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.

10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.

10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.

10.6. To determine if the Bidder has the experience, qualifications, resources, and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.

10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. **EXECUTION OF AGREEMENT**

11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.

11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation number) attached and that the same, in all particulars, becomes the contract between the parties hereto that both parties thereby accept and agree to the terms and conditions of said solicitation documents.

11.1.2. **CONTRACT**

11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.

11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.

11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).

11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.

11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. **LAWS**

12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.

12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.

12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. **TAX ASSESSMENT**

13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

14. **EQUAL OPPORTUNITY**

14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

18.1. All parties of any Owner agreement shall be subject to audit and shall make available to a contract auditor, as defined therein, copies of all financial and performance-related records and materials germane to the contract/order, as allowed by law.

19. E-VERIFY

19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning Bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning Bidder 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.

WH 26-3 Introduce: 2-26-26

RESOLUTION NO.

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

That the Chair of the West Haymarket Joint Public Agency is hereby authorized to execute an agreement with Quadient Leasing USA, Inc. for the rental of a postage meter for use at the Pinnacle Bank Arena for a five year term for total costs not to exceed $5,045.40.

Adopted this _____ day of February, 2026.

Introduced by:

____

Approved as to Form & Legality:

____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

____
Leirion Gaylor Baird

____
Tim Clare

____
Tom Beckius

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

NASPO/ValuePoint Contract #: CTR058809

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2620	**Quadient Central**	**(402) 421-2323**	**01/15/2026**

Section (B) Billing Information

Company Name	**Pinnacle Bank Arena**		
DBA			
Billing Address	**400 Pinnacle Arena Dr**		
City State Zip+4	**Lincoln**	**NE**	**68508-3823**
Contact Name	**Assistant Purchasing Agent**	Phone	**(402) 441-7416**
Contact Title	**Lori Irons**	Fax	
Email Address	**llirons@lincoln.ne.gov**	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**Pinnacle Bank Arena**		
Installation Address	**400 Pinnacle Arena Dr**		
City State Zip+4	**Lincoln**	**NE**	**68508-3823**
Contact Name	**Administrative Assistant**	Phone	**(402) 904-5687**
Contact Title	**Terre Stickney**	Fax	
Email Address	**tstickney@pinnaclebankarena.com**		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
1	IX3DW5	iX-3 Base 5lb Differential Weighing
1	SMARTESSENTIAL-IX3	S.M.A.R.T. Essential Subscription for iX-3 Mailing System
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt

Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	60	$84.09

Current Lease Number: **N21032230**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX3AI**	Machine Model	**IX3-P5**

Postage Funding Method:
- ☑ Bill Me ☐ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **8039810**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☐ S.M.A.R.T. Online - USPS Shipping
- ☐ 4G/5G Cell Service
- ☑ Maintenance - Silver
- ☑ Installation/Training
- ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here ________.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Direct-V11-2023, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

******* SEE PURCHASE ORDER ******

Authorized Signature Print Name and Title Date Accepted

Accepted by Quadient Inc. and its Affiliates Date Accepted

Customer

Organization	Pinnacle Bank Arena		
DBA			
Address	400 Pinnacle Arena Dr		
City State Zip	Lincoln	NE	68508-3823
Phone	(402) 441-7416	**Fax**	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809

and / or

State Participating Addendum (PA) #:

15782 (OC) (NE)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2984524		
Attention	Government Sales DUNS# 150836872		
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	**Fax**	(203) 301-2600

Ship To

Organization	Pinnacle Bank Arena		
Attention	Administrative Assistant		
Address	400 Pinnacle Arena Dr		
City State Zip	Lincoln	NE	68508-3823
Phone	(402) 904-5687	**Email**	tstickney@pinnaclebankarena.co

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	$84.09	$5,045.40

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX3-P5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
1	IX3DW5	iX-3 Base 5lb Differential Weighing
1	SMARTESSENTIAL-IX3	S.M.A.R.T. Essential Subscription for iX-3 Mailing System
1	ESP01N	15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 “corded” outlet

1) **Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.**

2) **Payments will be sent to:**
Quadient Leasing USA, Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) **Send all correspondence to;**
Quadient Leasing USA, Inc.
478 Wheelers Farms Rd
Milford CT 06461
Phone: 203-301-3400
Fax: 203-301-2600

Authorized by Date

Print Name Title

quadient
Leasing

Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 12 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N21032230 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: Pinnacle Bank Arena

Signature: ______________________________

Name (printed): __________________________

Title: _________________________________

Date: _________________________________

Company: Quadient Leasing USA Inc.

Signature : ______________________________

Name (printed): __________________________

Title: _________________________________

Date: _________________________________

BUSINESS CASE

IX-3 Compliant Mail Solution

Prepared for: Terre Stickney Administrative Assistant
Lori Irons Assistant Purchasing Agent

Proposal date: January 15, 2026

Valid until: January 27, 2026

Submitted by: Felicia Pope
Major Account Executive
402-983-8637
f.pope@quadient.com

Financial Considerations

Product Summary: NASPO GPO Pricing
IX-3 Lease Solution

- iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray
- IX Series 3 Base 5lb. Differential Weighing
- 15 AMP Power Conditioning line filter. 4 standard outlets, plus 1 "corded" outlet
- S.M.A.R.T. Essential Subscription IX-3 Mailing Systems
- Why Wait Loyalty Program- updated equipment now, new lease rate begins on 5-5-2026

	All Inclusive Cost Summary	Valid Until: January 27, 2026
1	60- Month NASPO Lease	$84.09
2	Monthly Meter Rental	Included
3	Installation	Include
4	Freight, delivery	Included
5	Equipment maintenance & Software Support	Included
	Monthly Cost	$84.09

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Product Overview

iX-3 SERIES

2. USPS® Based IMI Meter
Prints the Intelligent Mail® Indicia (IMI) in compliance with the latest USPS requirements.

3. Integrated 5 lb. Weighing Platform
Instant weight-to-rate conversion for Letters, Large Envelopes or Packages, including Dimensional Weight.

4. Catch Tray
Finished mail pieces are neatly stacked as they exit the system.

1. Mail Feeder
Power-assisted hand feeding is smooth and efficient.

5. Controls & Shortcut Keys
Intuitive menus and prompts. One-touch access to your most frequently used rates, services and jobs.

6. Envelope Sealer
Dependable sealing secures the contents of your envelopes. Easy-access fluid reservoir.

Key Specifications

Processing speed: Up to 45 lpm	**Postage labels**: Self-adhesive, feed-to-print 2-sided sheet
Weighing platform: 5 lb. standard, 10, 30 or 70 lb. optional	**Security**: 4-digit operator PIN codes
Envelope thickness: Up to 3/8"	**Job presets (imprint memories)**: Up to 9
Accounts/departments: 50 standard, up to 300 optional	**Envelope printing**: Graphics (10), Text messages (10)
Online expense reporting (Neostats Basic): Standard	**Ink supply**: Quick-change cartridge, up to 15,850 imprints
Connectivity: LAN standard, Wireless LAN optional	**Neoship online shipping software**: Available

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Why Wait Program

With Quadient's Why Wait Customer Loyalty Program, you can have your cake and eat it too! Why Wait to get today's technology at yesterday's rates?

Here's how it works:

- Renew your lease and Quadient will remove your old equipment and install a new, state-of-the-art system that perfectly matches your current business requirements.
- Enjoy the benefits of new equipment while making payments at your existing rate until your current lease terminates.
- Transition automatically to your new lease when your current lease terminates. No hidden costs or overlapping invoices; a seamless upgrade guaranteed.

Quadient's Why Wait Program entitles you to upgrade your current Quadient system up to six months prior to the end date of your existing lease, regardless of the original lease term or type of equipment. That means you can reap the benefits of the latest technology for up to 180 days with no change in your periodic lease payment.

So Why Wait?

The sooner you act, the longer you benefit!

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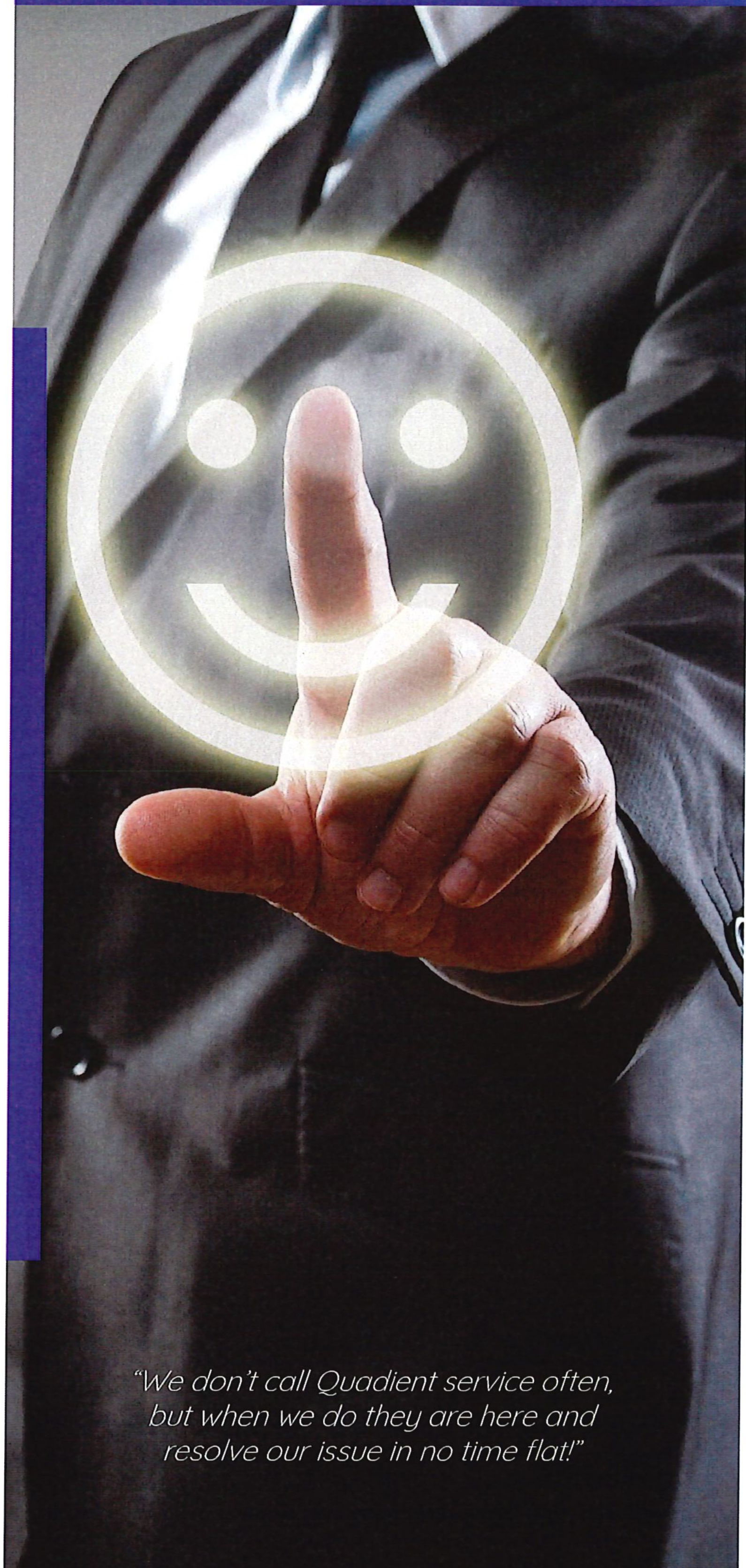
Service & Support



Maximize productivity and efficiency with proven customer support

With 95 years of experience and a robust nationwide network, Quadient is the right business partner to keep your mail and parcel operations running smoothly.

Comprehensive support includes:

- **US-Based Customer Service**
  Local support staff with the knowledge and resources to answer your questions and schedule on-site service.
- **Support Options**
  Choose self-help, assisted help, or speak live with trained experts.
- **Large Installation Project Management**
  Coordination, site preparation, equipment delivery, and training to ensure successful implementation of new technology.
- **Customer Satisfaction**
  The highest customer satisfaction index in the industry, as indicated by the statistics below:

Overall Customer Satisfaction Index	
Customer Care, Dispatch, Service, Software Support & Project Mgmt.	**95.5%**

Customer Satisfaction Survey Results	
Field service technicians	**97.5%**
Customer service department	**91.0%**
Project implementation team	**97.3%**

For more information about Quadient solutions, visit mail.quadient.com

WH 26-4 Introduce: 2-26-26

RESOLUTION NO.

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

That the attached Third Amended and Restated Facilities Agreement between the City of Lincoln, Nebraska and the West Haymarket Joint Public Agency, revising certain provisions to said Agreement and adding the Sandhills Global Youth Complex and South Haymarket Park to the list of projects in Exhibit A-1 to the Facilities Agreement, is hereby approved and the Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of February, 2026.

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

____
Tom Beckius

THIRD AMENDED AND RESTATED
FACILITIES AGREEMENT

This **THIRD AMENDED AND RESTATED FACILITIES AGREEMENT,** dated as of **_____________**, 2026 (the **"Facilities Agreement"**), is made by and between the **WEST HAYMARKET JOINT PUBLIC AGENCY** (the **"Agency"**), and **THE CITY OF LINCOLN, NEBRASKA** (the **"City"**).

RECITALS

1. The Agency is a joint public agency created pursuant to the Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency, dated as of April 1, 2010, as amended and restated in the Amended and Restated Joint Public Agency Agreement of the West Haymarket Joint Public Agency dated as of January 10, 2011, (the **"JPA Agreement"**), found at A-86209 of the City's records, shall and does hereby include the list of Projects and Infrastructure Projects described in **Exhibit A-1** attached hereto, and executed and delivered by the Participants specified therein (the **"Participants"**) in accordance with the Nebraska Joint Public Agency Act (Chapter 13, Article 23, Reissue Revised Statutes of Nebraska, as amended, the **"Act"**).

2. The City is a city of the primary class, duly created and existing pursuant to the provisions of Chapter 15, Reissue Revised Statutes of Nebraska, as amended, and its Charter adopted by the electors of the City in accordance with the provisions of Article XI, Section 2 of the Nebraska Constitution.

3. The Agency has been formed for the purpose of (a) constructing, equipping, furnishing and financing public facilities in the West Haymarket area of the City including but not limited to (1) a sports/entertainment arena currently known as Pinnacle Bank Arena (the **"Arena"**), (2) roads, streets and sidewalks, (3) a pedestrian overpass, (4) public plaza space, (5) sanitary sewer mains, (6) water mains, (7) electric transmission lines, (8) drainage systems, (9) flood control facilities, (10) parking garages and (11) surface parking lots (collectively, the **"Facilities"**), and (b) (1) acquiring land and relocating existing businesses, and (2) undertaking environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the Facilities (collectively, as itemized on **Exhibit A-1** hereto, as the same may be amended from time to time, the **"Projects,"** and, individually, a **"Project"**), (c) issuing bonds to finance the same (the **"Bonds"**), (d) providing for the operation, maintenance and management of the Arena and related facilities, (e) collecting revenues, rents, receipts, fees, payments and other income related to the Arena, (f) levying a tax, as required and as provided by the Act and the JPA Agreement to pay the principal or redemption price of and interest on the Bonds, when and as the same shall become due; and (g) exercising any power, privilege or authority to provide for the acquisition, construction, equipping, furnishing, financing and owning such capital improvements or other projects upon or related to any of the Projects as shall be determined by the governing body of the Agency to be necessary, desirable, advisable or in the best interests of any of the Participants in the manner and as provided by the Act.

4. The Agency and the City have determined that it is necessary, desirable, advisable, and in the best interests of the Agency and the City that the Agency pay the costs of acquiring and constructing each of the Projects for and on behalf of the City and that the Agency issue Bonds for such purposes.

5. The Agency and the City have further determined that it is necessary, desirable, advisable, and in the best interest of the Agency and the City that the Agency participate in the University's cost of constructing an ice center project (the **"Breslow Ice Center Project"**), a public facility in the West Haymarket Redevelopment Area of the City, and that the Agency pay a portion of the cost of such facility to be owned by the Board of Regents of the University of Nebraska (the **"University"**) and expected to be operated, maintained and managed by the University pursuant to an Operating Agreement between the University and the City found at A-88348 of the City's records.

6. The Agency and the City have further determined that it is necessary, desirable, advisable and in the best interests of the Agency and the City that (a) the Arena Project be operated, maintained and managed by the City, and (b) that the Arena Project and each parking garage ("Parking Garages") and the Amtrak Depot Station constructed as Infrastructure Project be owned by the Agency for so long as any Bonds are outstanding, and title to the other Infrastructure Projects transferred to the City as such other Infrastructure Projects are completed. The purpose of amending and restating this Agreement is to clarify the addition of several projects that qualify under this Agreement.

7. The Agency and the City have agreed upon the terms pursuant to which the Agency will construct, equip, finance, and furnish the Projects to advance the public health, safety and welfare of the City and its residents, and the City will operate, maintain and manage the Arena Project and Parking Garages and that such agreement should be reduced to writing. The following words and phrases used in this Facilities Agreement shall have the following meanings, unless the context or use indicates another or different meaning or intent:

"Agency" means the West Haymarket Joint Public Agency, a joint public agency duly organized and validly existing under the laws of the State, and its successors and assigns.

"**Arena"** has the meaning assigned in the Recitals.

"Arena Improvements" has the meaning assigned in **Section 6(b).**

"Arena Manager" means any entity with which the City contracts to manage the Arena.

"Arena Project" means, collectively, those Projects described in **Exhibit A-1, attached hereto,** which collectively constitute the Arena and the related parking improvements consisting of the surface parking lot northwest of the BNSF tracks, the parking garage adjacent to the Arena and the surface parking lot on the Arena site.

"Arena Sources of Funds" means state aid, developer contributions, occupation taxes, the turn back tax, Arena rent, concessions, premium seating, naming rights, signage, tickets, interest, tax increment revenues, parking revenues, state and federal environmental funds and private donations.

"Available Revenues" means all cash receipts of the Agency, plus unrestricted amounts in the Surplus Fund, less all cash payments of the Agency, including, without limitation, debt service on Bonds, operation and maintenance expenses and deposits to the Depreciation and Replacement Fund.

"Bond Counsel" means Gilmore & Bell, P.C., or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Agency.

"Bonds" means any indebtedness issued by the Agency the proceeds of which are used to pay any of the costs of acquiring, constructing, equipping or furnishing any of the Projects, authorized to be issued by a Resolution of the Agency and any indebtedness of the Agency issued to refund, directly or indirectly, any Bonds.

"Breslow Ice Center Project" shall have the meaning assigned in the Recitals.

"**City**" means The City of Lincoln, Nebraska.

"**Clerk**" means the Clerk of the City.

"**Compliance Procedure**" means the Compliance Plan and Procedure for West Haymarket Joint Public Agency Tax Advantaged Bonds attached hereto as **Exhibit B**, as it may be amended from time to time.

"Construction Fund" means any of the funds designated as such by a Resolution of the Agency and any accounts or subaccounts created therein into which the net proceeds from the sale of a series of Bonds issued by the Agency shall be deposited.

"Consultant's Report" means a written report of an individual consultant or accountant or firm of consultants or accountants, selected by the Agency and acceptable to the City and the Agency, having the skill and experience necessary to render the particular report, certification or service required by this Facilities Agreement and having a favorable reputation for such skill and experience, which individual or firm shall have no interest in the Agency or the City, and, in the case of an individual, shall not be a member, officer or employee of the Agency or any Participant, and, in the case of a firm, shall not have a partner, member, director, officer or employee who is a member, officer or employee of the Agency or any Participant.

"Costs of Construction" means, with respect to each Project:

(a) Obligations incurred for labor and material and to contractors, builders and materialmen in connection with such Project or any part thereof;

(b) The cost of acquiring rights, rights-of-way, easements or other interests in land as may be deemed necessary or convenient for the construction and operation of such Project;

(c) Taxes or other municipal or governmental charges lawfully levied or assessed against such Project or against any property acquired therefor, or payments required in lieu thereof, in each case during the period of construction, and premiums on insurance;

(d) Costs of installing utility services or connections thereto or relocation thereof;

(e) Costs of fidelity and indemnity bonds;

(f) Costs of fixed and moveable equipment;

(g) Expenses incurred in enforcing any remedy against a contractor or subcontractor in respect of default;

(h) Costs of site acquisition, preparation and landscaping;

(i) Fees and expenses of architects, engineers, consultants, surveyors, and inspectors and costs of issuance of the Bonds; and

(j) Any other costs, directly incurred in the acquisition, purchase, construction, equipping, furnishing and completion of such Project.

"Debt Service Fund" means the fund created hereunder and designated as such pursuant to **Section 11** hereof.

"Depreciation and Replacement Fund" means the fund created hereunder and designated as such pursuant to **Section 11** hereof.

"Depreciation Fund Requirement" means an amount equal to 2% of the original construction cost of the Arena Project, as determined by the Finance Director of the City.

"Facilities Agreement" means this Facilities Agreement and all amendments and supplements thereto.

"Infrastructure Project" means one of the Infrastructure Projects.

"Infrastructure Projects" means collectively all of the Projects excluding the Arena Project and the Breslow Ice Center Project.

"JPA Agreement" means the Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency, dated as of April 1, 2010, as amended and restated by the Amended and Restated Joint Public Agency Agreement of the West Haymarket Joint Public Agency dated as of January 20, 2011, between the Participants specified therein, as the same may be amended from time to time.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Operation and Maintenance Fund" means the fund created hereunder and designated as such pursuant to **Section 11** hereof.

"Operational Increment" means, for any fiscal year, the amount negotiated between the City and the Arena Manager and budgeted to pay operation and maintenance expenses of the Arena to the extent revenues received by the Arena Manager are insufficient for such purposes.

"Project" and **"Projects"** have the meaning assigned in the Recitals as specified and identified in **Exhibit A-1**, attached hereto and made a part thereof by this reference as the same may be amended and supplemented from time to time.

"Resolution" means any resolution or other authorizing document of the Agency pursuant to which a series of Bonds is issued to finance or refinance any portion of the costs of any Project.

"Revenue Fund" means the fund created hereunder and designated as such pursuant to **Section 11** hereof and in which there is established a General Account and a Private Account.

"Revenues" has the meaning set forth in **Exhibit B** attached hereto.

"Site" means the real estate indicated on **Exhibit A** attached hereto, as amended and supplemented from time to time, to be acquired by the Agency.

"Surplus Fund" means the fund created hereunder and designated as such pursuant to **Section 11** hereof, and in which there is established an Arena Account and an Infrastructure Account.

"West Haymarket Redevelopment Area" means the real estate in Lincoln, Lancaster County, Nebraska within the boundaries shown in **Exhibit A**, attached hereto, as may be amended by the Agency from time to time.

"West Haymarket Facilities" has the meaning as specified and identified in **Exhibit A-1**, attached hereto and made a part thereof by this reference as the same may be amended and supplemented from time to time.

NOW THEREFORE, the City and the Agency, in consideration of the mutual covenants and agreements contained herein, and contained in the JPA Agreement, do hereby covenant and agree as follows:

Section 1. Agency to Provide Projects. The Agency hereby agrees that it will acquire title to the Site and acquire, construct, equip and furnish the Arena Project and Infrastructure Projects for the City on the Site and in accordance with final plans and specifications to be approved by the City, and shall finance a portion of the Breslow Ice Center Project in such amount as determined by the Board of the Agency. Infrastructure Projects in the West Haymarket Redevelopment Area found and determined by the Board of the Agency, through prior action or this Agreement, to be necessary, desirable, advisable, and in the best interests of the Participants of the Amended and Restated Joint Public Agency Agreement of the West Haymarket Joint Public Agency, found at A-86209 of the City's records shall be and are included in the list of Projects and Infrastructure Projects described in **Exhibit A-1** attached hereto.

The Agency shall, upon completion of the plans and specifications and approval thereof by the City, proceed to take bids and award contracts in compliance with bidding procedures of the County Purchasing Act to the extent required to complete, expand, repair, or maintain the Arena Project and each of the Infrastructure Projects. Contracts for the acquisition, construction, equipping and furnishing of such Projects or Infrastructure Projects shall be entered into in the name of the Agency.

The City hereby acknowledges that the costs of constructing, equipping and furnishing the Arena Project and/or any of the Infrastructure Projects may exceed the amount of money to be deposited in the Construction Fund, which fund contains and will contain money only from the proceeds of sale of the Bonds issued by the Agency. In such event, the City currently anticipates that it will have on hand funds sufficient to make up any difference between the cost for completing the acquisition, construction, equipping and furnishing of such Projects and the money in the Construction Fund. The City agrees that it shall pay from its own funds any amounts necessary to make up any difference between the total amount of such estimated cost and the money in the Construction Fund.

The Agency agrees that any contractor which provides work on the Arena Project or any Infrastructure Project shall provide performance and payment bonds and builders' risk insurance, all as specified in **Section 7** hereof.

The City agrees that the Agency shall not be obligated to pay for any work, whether by change order or otherwise, in excess of the amount of funds in the Construction Fund.

The ownership of, in and to the Arena Project acquired pursuant to this Agreement, including any and all improvements and other property, shall vest in the Agency for so long as any Bonds remain outstanding. The Agency shall not transfer, encumber or sell the Arena Project or any portion thereof without the approval of the City. At such time as no Bonds remain outstanding, the Agency shall convey the Arena Project to the City for the sum of $1.00 and other good and valuable consideration.

The ownership of, in and to the tangible portions of each Infrastructure Project shall vest in the City as provided in **Section 5**.

Upon completion of the acquisition, construction, equipping and furnishing of the Arena Project and each Infrastructure Project, the Agency shall furnish to the City a complete description of all property, both real and personal, covered by this Agreement.

Section 2. Payment of Costs of Construction.

(a) Arena Project and Infrastructure Projects. The City and the Agency agree that all Costs of Construction for the Arena Project and the Infrastructure Projects shall be paid out of the Construction Fund or other available funds of the City. Disbursement requisitions to any contractor or vendor to be paid from the appropriate accounts and/or subaccounts in the Construction Fund for Costs of Construction of each such Project or to any provider of equipment and furnishings, including the final requisition, shall be approved by the Agency, and such requisitions and evidence of approval thereof shall be submitted to the City Treasurer for payment as provided herein, and shall be accompanied by the Agency's Program Manager's or architect's certificate if the requisition is for a payment due to any contractor. Requisition approvals by the Agency shall be evidenced by the Chair of the Agency and the Agency Treasurer pursuant to Section 13-2527(1), Reissue Revised Statutes of Nebraska, as amended.

Money in any Account in the Construction Fund shall be used by the Agency solely for the purpose of paying the costs of one or more Projects in accordance with the plans and specifications therefor prepared by the Agency's engineers or architects and on file in the office of the Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the Agency's engineers or architects.

The City Treasurer shall make a withdrawal from an account or subaccount in the Construction Fund only upon a duly authorized and executed order of the Agency accompanied by a certificate executed by the Agency's architects stating that such payment is being made for a purpose within the scope of this Facilities Agreement and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Money in a costs of issuance account shall be disbursed upon a duly authorized and executed order of the Agency solely to pay the costs of issuance of the series of Bonds for which such costs of issuance account has been established. Nothing contained herein or in any Resolution shall prevent the payment out of any costs of issuance account of all costs and expenses incident to the issuance of a related series of Bonds without a certificate from the Agency's architects.

Section 3. Certificate of Acceptance. Upon completion of the Arena Project or projects related to the Arena, and any Infrastructure Project and acceptance thereof by the Agency, the fact of such completion and acceptance shall be evidenced by a Certificate of Completion signed by the Chairperson of the Agency. Upon completion and acceptance of such the Arena Project together with all other Infrastructure Projects, the costs of which are to be paid from such account in the Construction Fund, any amount remaining in such account in the Construction Fund after payment of all costs of completion of the Arena Project, all other Infrastructure Projects and such portion of the Breslow Ice Center Project determined appropriate by the Board of the Agency the costs of which are to be paid from such account in the Construction Fund, shall be transferred to the Debt Service Fund and applied to the payment of debt service on the applicable Bonds.

Section 4. Dispute Resolution. Any dispute with any contractor concerning the construction of the Arena Project or any Infrastructure Project or interpretation of any contract shall not be adjusted and settled by the Agency in an amount in excess of the money in the Construction Fund without the City's approval, and in such event, the City shall be liable and make payment to such contractor and all other persons for any judgment, claim or liability in connection with such Project in excess of the money in the Construction Fund.

Section 5. Ownership and Management of Parking Garages; Transfer or Dedication of Infrastructure Project to the City.

(a) Parking Garages/Amtrak Depot Station.

(1) Ownership. The ownership of and in the premises for the Parking Garages and the parking garage improvements constructed thereon and the Amtrak Depot Station pursuant to this Agreement shall vest in the Agency for so long as any of the Bonds remain outstanding. At such time as no Bonds remain outstanding, the Agency shall convey the Parking Garages and the Amtrak Depot Station to the City for the sum of One Dollar ($1.00) and other good and valuable consideration.

(2) Management of Parking Garages. The City shall contract with the Agency for the City to undertake the maintenance, operation, and management of the Parking Garages on behalf of the Agency in the same manner as the City undertakes to maintain, operate and repair the City's downtown parking garages.

(3) Management of the Amtrak Depot Station. The City shall contract with the Lincoln-Lancaster County Public Building Commission to undertake the maintenance, operation, and management of the Amtrak Depot Station on behalf of the Agency.

(b) Infrastructure Projects.

(1) Design and Construction. The Agency or City shall provide all necessary personnel to design, engineer, construct and complete each Infrastructure Project in the same manner as comparable City facilities. The Agency may contract with and retain engineers, architects, project managers, and other professionals to design, engineer, construct, and complete each Infrastructure

Project. The Director of Lincoln Transportation and Utilities of the City is hereby designated as the chief official responsible for any design, engineering, construction and completion of the Infrastructure Project by the City. All City personnel assisting with the designing, engineering, construction or completion of the Infrastructure Projects shall be and will remain employees of the City for purposes of all state and federal laws governing the conditions of their employment, including payment of wages, employment benefits, insurance, liability and taxation of income.

(2) Transfer or Dedication. The Agency, except as provided in (a) above, will in consideration of the City's transfer of all the net proceeds from the City's issuance of its general obligation bonds after payment of costs of issuance thereof, in an aggregate original stated principal amount not to exceed $25,000,000 pursuant to Ordinance No. 19843 adopted on March 4, 2013 by the City Council for the City of Lincoln, Nebraska, transfer or dedicate such portion of each Infrastructure Project which is of the type customarily publicly dedicated to the City. The Agency agrees that said proceeds shall be used by the Agency solely for the purpose of paying for the cost to acquire, construct, improve, or equip the Arena Project as an eligible facility under the Convention Center Facilities Financing Act (Neb. Rev. Stat. §§ 13-2601 to 13-2613 (Reissue 2012)). Except as provided in Section 5(a) above, the transfer or dedication of each Infrastructure Project or portion thereof shall be made as and when completed to be maintained, operated and managed as City facilities and the Agency shall execute and deliver to the City any and all documents as may be requested by the City for such purpose. Prior to the City's acceptance of such transfer or dedication of any Infrastructure Project or portion thereof to the City, the Director of Transportation and Utilities of the City shall review and approve the design and construction of such Infrastructure Project or portion thereof as having been designed and constructed in substantially the same manner as comparable City facilities.

Section 6. City to Maintain, Operate and Manage the Arena Project. The City undertakes to maintain, operate and manage the Arena Project. In such connection the following terms shall apply:

(a) The City shall provide or contract for all necessary personnel, materials and supplies to maintain, operate, and manage the Arena Project as an entertainment/sports arena and related facilities. Except for Qualified Use Agreements (as defined in **Exhibit B** hereto), the City will not enter into any lease or contract with respect to the use, operation or management of the Arena without first obtaining a Special Tax Opinion (as defined in **Exhibit B** hereto). All City personnel assisting with the operation of the Arena Project shall be and will remain employees of the City for purposes of all state and federal laws governing the conditions of their employment, including payment of wages, employment benefits, insurance, liability and taxation of income.

(b) Any improvements to the Arena Project may be made from time to time as determined by the City to be necessary, desirable or advisable (the **"Arena Improvements"**). The Agency shall contract for work on such Arena Improvements with contracts to be awarded and entered into pursuant to the County Purchasing Act, Section 23-3111, Reissue Revised Statutes of Nebraska, as amended. All costs of such Arena Improvements shall be paid by the Agency from Agency funds available for such purposes, including, without limitation, the Arena Account in the Surplus Fund established hereunder.

(c) The City shall establish rates, fees and charges which are to apply to the use of the Arena Project and shall adjust such rates, fees and charges from time to time as it deems appropriate, just and equitable. Establishing such rates, fees, and charges may be delegated to any contractor hired to manage or operate the Arena. The City shall annually, or at such other intervals as the City deems appropriate, submit a report to the Agency detailing the proposed rates, projected revenues based on the same and the proposed expenses.

(d) The Agency shall pay to the City the fees and charges, based upon actual costs and budgeted annually, as the same shall be amended from time to time.

(e) In exercising its authority and carrying out its duties and functions the City shall not discriminate against any employee, applicant for employment, contractor, potential contractor, or any individual or entity on the basis of race, religion, color, sex, national origin, disability, age, marital status, or any other basis prohibited by law.

Section 7. Insurance. The City or Agency shall maintain, or cause to be maintained, insurance upon the Arena Project and the operation thereof as follows:

(a) insurance against fire, theft and extended coverage risks (including vandalism and malicious mischief) in an amount not less than the full insurable value of the Arena Project;

(b) general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about any of the Projects with limits of not less than one million dollars for any person for any number of claims arising out of a single occurrence, five million dollars for all claims arising from a single occurrence, and any greater limits of liability which may be established by Section 13-926, Reissue Revised Statutes of Nebraska, as amended, or any other applicable provision of the Nebraska Political Subdivision Tort Claims Act (the **"Act"**), and excess insurance with limits of not less than two million dollars for any liability which may not be limited by the Act. Such general public liability insurance may be subject to a deductible amount not in excess of $500,000.00.

(c) workers' compensation insurance coverage as required by the laws of the State of Nebraska;

(d) performance bond coverage and labor and materials payment bond coverage for the construction of the Improvements in the full amount of the contract or contracts for construction of the Improvements.

All such insurance shall show the City and the Agency as insureds as their respective interests may appear. Insurance required in (a) and (d) above shall be payable to the Agency. The cost of any and all such insurance shall be treated as a cost of operation and maintenance of the Projects.

Section 8. Utilities and Other Impositions. The City shall provide for the payment of all utility charges, taxes (if any) and other impositions which are obligations of the Agency or are related to the Arena Project and the Infrastructure Projects or the operation thereof and all such charges or impositions shall be treated as a cost of operation and maintenance of the Arena Project and be paid from the Operation and Maintenance Fund established hereunder, or if the balance thereof is insufficient for such purposes, by the City. Because the Arena Project and Infrastructure Projects will be used for governmental purposes and not for financial gain or profit, under present law said Projects will not be subject to real estate or personal property taxes. It is understood and agreed, however, that the City agrees to pay any taxes and assessments, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature which might be levied or assessed on the Arena Project or Infrastructure Projects and any improvements hereafter constructed.

Section 9. Use of Projects. As long as any Bonds remain outstanding, the proceeds of which were used to acquire, construct, equip, or furnish any of the Projects, the City and Agency shall not use any of such Projects, or allow the use thereof, in any manner inconsistent with use for the general municipal purposes of the Agency or the City.

Section 10. Issuance of Bonds; Debt Service. To pay the Costs of Construction of the Arena Project and each Infrastructure Project and the costs of issuance thereof, the Agency agrees to issue Bonds pursuant to one or more Resolutions and to deposit the proceeds thereof as provided in the Resolution authorizing such series of Bonds.

The City and the Agency covenant and agree that all payments of the principal or redemption price of and interest on the Bonds shall be made from Revenues, together with the proceeds of the tax levied by the Agency by authority granted to the Agency pursuant to the JPA Agreement and any other available funds of the Agency.

Section 11. Establishment of Funds. The City and the Agency hereby create and establish the following separate funds to be held by the City Treasurer as agent for the Agency to be known respectively as the:

(a) the West Haymarket Joint Public Agency Revenue Fund (the **"Revenue Fund"**) in which there is established (1) a General Account and (2) and Private Account.

(b) the West Haymarket Joint Public Agency Debt Service Fund (the **"Debt Service Fund"**) in which there shall be established an account for each series of Bonds.

(c) the West Haymarket Joint Public Agency Operation and Maintenance Fund (the **"Operation and Maintenance Fund"**).

(d) the West Haymarket Joint Public Agency Depreciation and Replacement Fund (the **"Depreciation and Replacement Fund"**).

(e) the West Haymarket Joint Public Agency Surplus Fund (the **"Surplus Fund"**) in which there is established (1) an Arena Account and (2) an Infrastructure Account.

The funds referred to in paragraphs (a) through (e) above shall be maintained and administered by the Agency and the City solely for the purposes and in the manner as provided in this Facilities Agreement so long as any Bonds remain outstanding within the meaning of the Resolution pursuant to which such Bonds were issued.

In addition, to the extent that proceeds of the Bonds authorized by a Resolution will be used to pay the Costs of Construction of any portion of the Arena Project or any Infrastructure Project, such Resolution shall establish a Construction Fund and any necessary or desirable accounts and subaccount therein in accordance with the provisions of this Facilities Agreement.

Section 12. Collection and Application of Revenues.

(a) The City and the Agency covenant and agree that from and after the delivery of any Bonds, and continuing as long as any Bonds remain outstanding under the Resolution pursuant to which they were issued, all of the Revenues shall as and when received be paid and deposited into the Revenue Fund. The City and the Agency shall deposit Revenues into the General Account and the Private Account in accordance with **Exhibit B** attached hereto, as the same may be amended and supplemented from time to time. The Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Agency and the City and shall not be commingled with any other moneys, revenues, funds and accounts of the Agency or the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Facilities Agreement.

(b) The City's occupation tax revenues generated under Ordinance Nos. 19407, 19408, and 19409 (the "Occupation Tax Revenues") have been and shall be expended by the City through the JPA in part to acquire, construct, improve, and equip the Arena as a sports arena facility (as defined in Section 13-2603). Any state assistance provided under the Convention Center Facility Financing Assistance Act (the "Turn Back Tax") in excess of the amounts necessary for a period of thirteen months from the date of receipt to pay principal of and interest on the City's $25,000,000 in principal amount of general obligation bonds issued pursuant to Ordinance No. 19843 adopted on March 4, 2013, by the City Council for the City, and proceeds of any bonds issued to refund such bonds, (the "Turn Back Tax Bonds") shall be used to pay the City back amounts for capital expenditures on the Arena so expended from the City's Occupation Tax Revenues through the JPA. To the extent Turn Back Tax receipts held by the City are insufficient to pay amounts next falling due on the City's Turn Back Tax Bonds, the JPA shall provide funds in an amount necessary for the City to make such debt service payment on the Turn Back Tax Bonds.

Section 13. Application of Money in Funds.

(a) The City and the Agency covenant and agree that from and after the delivery of any Bonds and continuing so long as any Bonds shall remain outstanding under the Resolution pursuant to which such Bonds were issued, it will on the first day of each month administer and allocate all of the money then held in the General Account in the Revenue Fund as follows:

(1) ***Debt Service Fund***. There shall first be paid and credited monthly to each account established pursuant to a Resolution in the Debt Service Fund, all Revenues collected in the preceding month until the balance in each such account is equal to all principal and interest payments becoming due through the following December 15 on all Bonds then outstanding under such Resolution payable from such account.

(2) ***Operation and Maintenance Fund***. There shall next be paid and credited to the Operation and Maintenance Fund an amount equal to the Operational Increment for the current fiscal year of the Agency. All amounts paid and credited to the Operation and Maintenance Fund shall be expended and used by the City, as agent for the Agency, solely for the purpose of paying the operating expenses of the Arena Project to the extent revenues received by the Arena Manager are insufficient for such purposes.

(3) ***Depreciation and Replacement Fund***. After all payments and credits required at the time to be made under the provisions of paragraphs (1) and (2) of this **Section 13(a)** have been made, there shall next be paid and credited to the Depreciation and Replacement Fund all amounts remaining in the General Account in the Revenue Fund until such Fund aggregates the Depreciation Fund Requirement so long as any of the Bonds remain Outstanding.

Money in the Depreciation and Replacement Fund shall be expended and used by the Agency and the City, if no other funds are available therefor, (A) for the purpose of making emergency replacements and repairs in and to the Arena Project as may be necessary to keep the Arena Project in good repair and working order and to assure the continued effective and efficient operation thereof and (B) to pay the Operational Increment, to the extent that Revenues are insufficient for such purpose. After the Depreciation and Replacement Fund aggregates the Depreciation Fund Requirement, no further payments into said Fund shall be required, but if the Agency or the City is ever required to expend a part of the money in the Depreciation and Replacement Fund for its authorized purposes and such expenditure reduces the amount of such Fund below the Depreciation Fund Requirement, then monthly payments into the Depreciation and Replacement Funds shall resume and continue until said Fund again aggregates the Depreciation Fund Requirement

(4) ***Surplus Fund***. After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this **Section 13(a)** have been made, all moneys remaining in the General Account in the Revenue Fund shall be paid and credited to either the Arena Account or the Infrastructure Account in the Surplus Fund, as determined by the City and the Agency. Money in the Arena Account of the Surplus Fund may be expended and used for the following purposes as determined by the City and the Agency:

(A) Paying all or a portion of the costs of one or more Projects which constitute the Arena Project in accordance with the plans and specifications therefor prepared by the Agency's architects approved by the City and the Agency and on file in the office of the Secretary, including any alterations in or amendments to such plans and specifications deemed advisable by the Agency's architects and approved by the City and the Agency.

The Treasurer shall make a withdrawal from the Arena Account in the Surplus Fund for such purpose only upon a duly authorized and executed order of the Agency accompanied by a certificate executed by the Agency's architects stating that such payment is being made for a purpose within the scope of this Agreement and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

(B) Paying the cost of the operation, maintenance and repair of the Arena Project to the extent that may be necessary after the application of the moneys held in the Operation and Maintenance Fund under the provisions of **Section 13(a)(3)**;

(C) Paying the cost of extending, enlarging or improving the Arena Project;

(D) Paying the principal of and interest on the Bonds or calling, redeeming and paying prior to the maturity thereof, or, at the option of the Agency, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable) any outstanding Bonds including principal, interest and redemption premium, if any; or

(E) Any other lawful purpose in connection with the operation of the Arena Project and benefiting the Arena Project.

Money in the Infrastructure Account of the Surplus Fund may be expended and used for the following purposes as determined by the City and the Agency:

(A) Paying all or a portion of the costs of one or more Projects, whether they are Arena Projects or Infrastructure Projects, in accordance with the plans and specifications therefor prepared by the Agency's architects approved by the City and the Agency and on file in the office of the Secretary, including any alterations in or amendments to such plans and specifications deemed advisable by the Agency's architects and approved by the City and the Agency.

The Treasurer shall make a withdrawal from the Infrastructure Account in the Surplus Fund for such purpose only upon a duly authorized and executed order of the Agency accompanied by a certificate executed by the Agency's architects stating that such payment is being made for a purpose within the scope of this Agreement and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

(B) Paying the cost of the operation, maintenance and repair of any of the Projects to the extent that may be necessary;

(C) Paying the cost of extending, enlarging or improving any of the Projects;

(D) Paying the principal of and interest on the Bonds or calling, redeeming and paying prior to the maturity thereof, or, at the option of the Agency, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable) any outstanding Bonds including principal, interest and redemption premium, if any;

(E) Any other lawful purpose in connection with the operation of any of the Projects and benefiting any of the Projects.

(b) In the event that 30 days prior to the payment date of any principal or interest on Bonds, amounts in the Debt Service Fund are insufficient to fully pay the principal of or interest on all outstanding Bonds, the City shall loan to the Agency the full amount of any such deficiency not later than such date of payment. Such loan shall bear interest at a rate equal to the rate received by the City on its investment pool (computed on the basis of a 360-day year consisting of twelve 30-day months) from the date such amounts are loaned to the Agency until all such amounts are repaid by the Agency. Any such loan, together with interest accrued thereon as provided herein, shall be repaid to the City (a) first, from the first receipts of Revenues, and (b) second, from taxes levied and collected by the Agency pursuant to the provisions of **Section 15**.

Section 14. Transfer of Funds to Paying Agent. The Treasurer of the Agency is hereby authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any principal or interest payment date, and to forward such sums to the respective paying agents for each series of Bonds in a manner which ensures such paying agent will have available funds in such amounts on or before the business day immediately preceding each such payment date. All money deposited with any paying agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Facilities Agreement and the applicable Resolution.

Section 15. Annual Budget; Levy of Taxes. Prior to the commencement of each fiscal year, the Agency will cause to be prepared and filed with its Secretary and the Clerk a budget setting forth the estimated receipts and expenditures for each month in the next succeeding fiscal year. Such annual budget shall be prepared in accordance with the requirements of the laws of Nebraska and shall contain all information that is required by such laws.

The Treasurer shall, not later than the last day of each month, prepare, file with the Secretary and the City Clerk, and forward to each member of the governing body, a financial report which includes the financial statements for the preceding month and the results for the fiscal year through the end of the preceding month. If, at the end of any fiscal quarter, such financial statements show that the budgeted Available Revenues would exceed the projected actual Available Revenues at the end of the fiscal year by more than $500,000, the Agency covenants and agrees that within 60 days of such determination it will deliver a Consultant's Report to the Participants setting forth recommendations for increasing the Available Revenues to the budgeted levels; provided, however, that in the event that such Consultant's Report shall state that federal, state or other applicable governmental laws or regulations (or interpretations thereof) placing restrictions and limitations on the rates, fees and charges to be fixed, charged and collected for the use of or the services furnished by the Arena Project do not permit or by their application make it impracticable for the Agency to produce the required Available Revenues, then the budgeted Available Revenues shall be reduced to the highest practicable level permitted, as set forth in such Consultant's Report, by such laws and regulations then in effect. The Agency agrees that it will, to the extent feasible, follow the recommendations of the Consultant's Report.

The Agency covenants and agrees that for so long as any Bonds are outstanding under the Resolution pursuant to which such Bonds were issued, it will deliver to the Participants a Consultant's Report regarding the operation, maintenance and financial performance of the Arena Project for the fiscal years ending August 31, 2017, and every fifth fiscal year thereafter.

In the event that the budgeted Available Revenues for the fiscal year exceeds the projected actual Available Revenues for such fiscal year by $1,000,000 or more, the Agency covenants and agrees that it shall in it next annual budget prepared pursuant to this **Section 15**, include an amount to be levied upon all of the taxable property within the City and for deposit to the Debt Service Fund of Section 13(a) sufficient in rate and amount to produce the amounts necessary to make up such deficiency in the actual Available Revenues, together with any anticipated additional deficiency in the actual Available Revenues through the end of the next fiscal year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Agency or the City are levied and collected. The proceeds derived from such taxes shall be used to repay any and all amounts advanced by the City pursuant to the provisions of **Section 13(b)**, shall be kept separate and apart from all other funds of the Agency and shall be used solely for the payment of amounts advanced by the City and for deposit to the Debt Service Fund of Section 13(a).

Section 16. Annual Financial Audit. Annually, promptly after the end of the fiscal year, the Agency will cause a financial audit to be made of the Arena Project for the preceding fiscal year by a nationally recognized independent certified public accountant or firm of nationally recognized independent certified public accountants to be employed for that purpose and paid from the Revenues.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Secretary, and a duplicate copy of the audit shall be mailed to the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, the registered owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or registered owner.

As soon as possible after the completion of the annual audit, the governing body of the Agency shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Facilities Agreement or any Resolution, the Agency will promptly cure such deficiency and the City and the Agency will promptly proceed to take such action as may be necessary to adequately provide for such requirements.

Section 17. Term of Agreement. This Facilities Agreement shall not terminate so long as Bonds remain outstanding under the terms of any Resolution. Either the City or the Agency may terminate this Agreement at any time after no Bonds are outstanding under the terms of any Resolution.

Section 18. Governing Law. This Facilities Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

Section 19. Severability. If for any reason any provision hereof shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions hereof.

Section 20. Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 21. Ratification. The Agency and the City agree that all Projects and Infrastructure Projects listed in Exhibit A-1 are deemed to have been included in all prior versions of this Facilities Agreement as of the time of inclusion and all actions or efforts of the Agency or City to include such Projects or Infrastructure Projects in prior versions of this Facilities Agreement are hereby ratified and deemed effective for that purpose as though fully incorporated at the time of inclusion.

Section 22. Counterparts. This Facilities Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 23. Section Headings. The headings or titles of the several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Agreement.

Section 24. Amendment. This Facilities Agreement may be amended in writing upon the approval of both parties.

IN WITNESS WHEREOF, the City and the Agency have caused this Facilities Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

WEST HAYMARKET JOINT PUBLIC AGENCY

By:____
Chair

THE CITY OF LINCOLN, NEBRASKA

By:____
Mayor

EXHIBIT A
MAP OF SITE

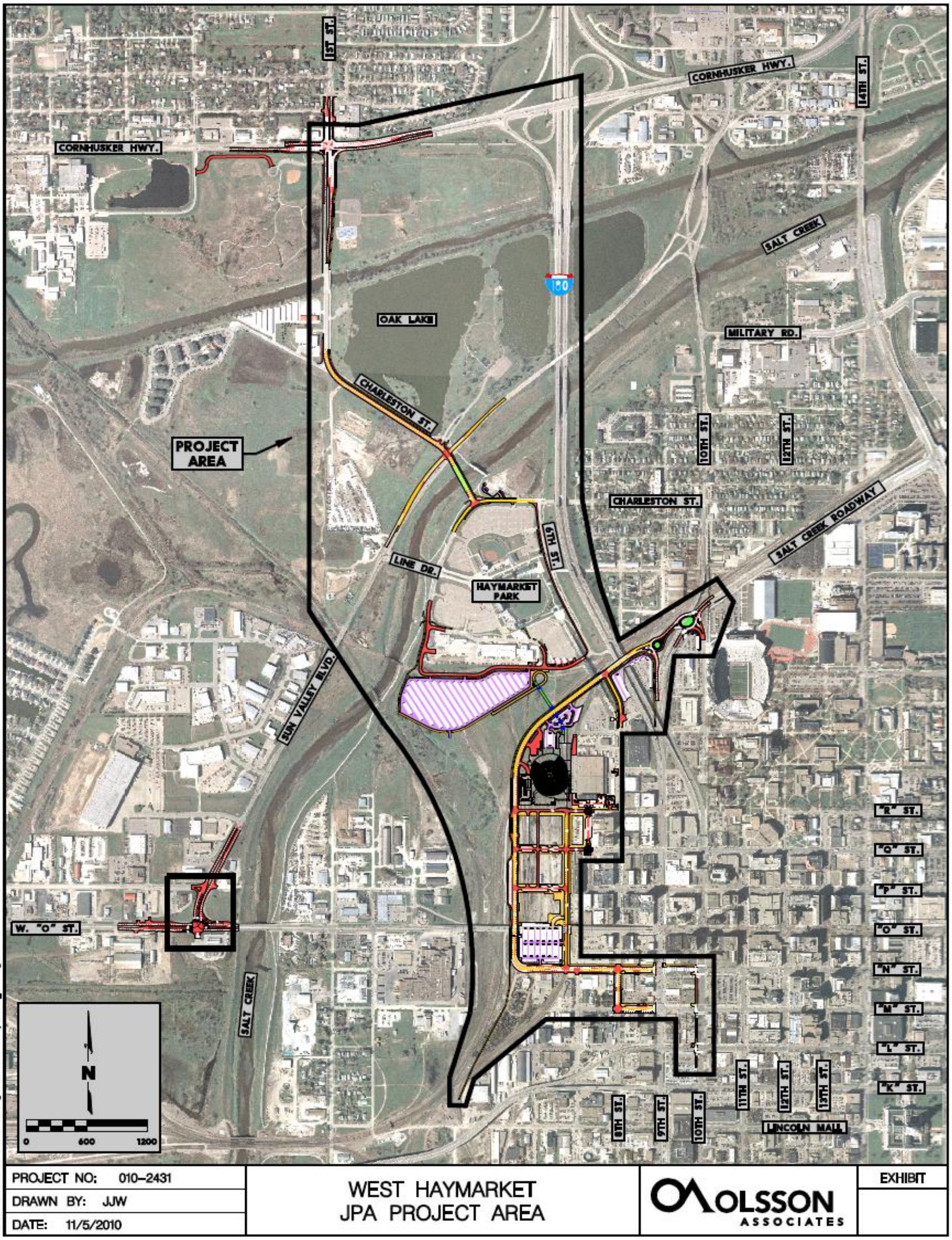


EXHIBIT A-1

West Haymarket Facilities

Projects

(1) A sports/entertainment arena, currently known as Pinnacle Bank Arena (the “Arena”).
(2) Breslow Ice Center.

Infrastructure Projects

(1) Roads, streets, and sidewalks in the West Haymarket Redevelopment Area.
(2) Pedestrian overpass.
(3) Public Plaza space.
(4) Sanitary sewer mains.
(5) Water mains.
(6) Electric Transmission Lines.
(7) Drainage systems.
(8) Flood control.
(9) Parking garages.
(10) Surface parking lots.
(11) Amtrak Train Station.
(12) Sandhills Global Youth Complex.
(13) South Haymarket Park.

Related Projects

(1) Acquisition of land and relocation of existing businesses.
(2) Environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing, and financing of the West Haymarket Facilities.

EXHIBIT B

COMPLIANCE PLAN AND PROCEDURE
FOR
WEST HAYMARKET JOINT PUBLIC AGENCY
TAX ADVANTAGED BONDS

COMPLIANCE PLAN AND PROCEDURE
FOR
WEST HAYMARKET JOINT PUBLIC AGENCY
TAX ADVANTAGED BONDS

September 8, 2010

EXHIBIT B

CITY OF LINCOLN, NEBRASKA
COMPLIANCE PLAN AND PROCEDURE
FOR
WEST HAYMARKET JOINT PUBLIC AGENCY
TAX ADVANTAGED BONDS

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CITY OF LINCOLN, NEBRASKA
COMPLIANCE PLAN AND PROCEDURE
FOR
WEST HAYMARKET JOINT PUBLIC AGENCY
TAX ADVANTAGED BONDS

This **COMPLIANCE PLAN AND PROCEDURE FOR THE WEST HAYMARKET JOINT PUBLIC AGENCY TAX ADVANTAGED BONDS** (the "**Compliance Procedure**") has been prepared in connection with the execution and delivery of the Facilities Agreement, dated September 8, 2010 (the "**Facilities Agreement**") between The City of Lincoln Nebraska (the "**City**") and the West Haymarket Joint Public Agency (the "**Agency**"). This Compliance Procedure is applicable to all Tax Advantaged Bonds (as defined below) that are issued by the Agency after the date hereof to finance costs of the Projects (as defined below).

The Agency plans to finance the cost of the Projects by issuing one or more series of bond secured as provided in the Facilities Agreement. In order to reduce interest expense, the Agency wishes to maximize the use of Tax Advantaged Bonds. Tax Advantaged Bonds must satisfy certain restrictions imposed by the Internal Revenue Code of 1986 (the "**Code**") and United States Treasury Regulations ("**Regulations**") related to use of financing proceeds, use of assets financed by the debt and investment of financing proceeds and related funds.

The Facilities Agreement provides that the City is responsible for the construction and operation of the public facilities and infrastructure improvements in the West Haymarket area of the City. The City intends to use and invest proceeds of the Tax Advantaged Bonds and related funds to pay costs of acquisition, construction and improvement, and has agreed to operate the Projects in compliance with the requirements of the Code and Regulations applicable to Tax Advantaged Bonds.

This Compliance Procedure:

(1) Provides guidance regarding procedures to capture and retain data relating to all costs of the Projects;

(2) Describes the documentation procedure to be followed to identify what portions of the West Haymarket Project will be treated as financed by Tax Advantaged Bonds;

(3) Describes procedures to track investments of proceeds of Tax Advantaged Bonds and related funds in order to meet investment restrictions contained in the Code and Regulations;

(4) Establishes a general document retention procedure for each issue of Tax Advantaged Bonds to substantiate compliance with the Code and Regulations; and

(5) Identifies the City officer responsible for monitoring compliance with the provisions of the Code and Regulations related to Tax Advantaged Bonds.

EXHIBIT B

I. Definitions

1.1 *Definitions.* Capitalized words and terms used in this Compliance Procedure, unless otherwise defined below, have the meaning set out in the Facilities Agreement. Other terms have the meaning set forth below:

"**Accounting Department**" means the Finance Department of the City and any other entity assigned by state law or City ordinance or agreement to account for the custody, investment, administration or expenditures of any proceeds of Tax Advantaged Bonds.

"**Agency**" means the West Haymarket Joint Public Agency, a joint public agency created pursuant to a Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency, dated as of April 1, 2010 executed and delivered by the City and The Board of Regents of the University of Nebraska in accordance with the Nebraska Joint Public Agency Act (Chapter 13, Article 23, Reissue Revised Statutes of Nebraska, as amended).

"**Ancillary Costs**" means Costs related to the construction, acquisition or equipping of a Development Facility that are not External Costs, such as a percentage of costs of salary for City personnel and City expenses determined to be attributable to activities related to the construction, acquisition or equipping of the Development Facility.

"**Annual Tax Compliance Questionnaire**" means one or more questionnaires in the form attached as **Exhibit E** that may be completed annually for certain Development Facilities following the date they are Placed in Service.

"**Arena**" has the meaning assigned in the recitals of the Facilities Agreement.

"**Available Equity Sources**" means Revenues available to pay for the costs of the Projects. Available Equity Sources do not include any earnings derived from the investment of Tax Advantaged Bonds or Revenues used to pay debt service on Tax Advantaged Bonds or costs of operating or maintaining the Projects.

"**Bond Compliance Officer**" means the Finance Director of the City or, if the position of Finance Director is vacant, the person appointed to perform the duties of the Finance Director on an interim basis by the Mayor. The Bond Compliance Officer is expected to employ members of the City staff and independent contractors to assist in the performance of the obligations assigned in this Compliance Procedure.

"**Bond Compliance Plan**" means the written plan prepared by the Bond Compliance Officer in consultation with Bond Counsel prior to the issue date of each issue of Tax Advantaged Bonds. A form of Compliance Plan is attached as **Exhibit D**.

"**Bond Counsel**" means a firm of nationally recognized bond counsel selected by the City to issue a legal opinion regarding the validity and enforceability of Tax Advantaged Bonds and the tax treatment of interest on Tax Advantaged Bonds.

"**Bond Proceeds**" means proceeds received from the sale of Tax Advantaged Bonds and any money received from the investment of those sale proceeds.

"**Bond Restricted Funds**" means Bond Proceeds together with any other funds, accounts, investments, cash or portions of funds, accounts or investments that are subject to arbitrage rebate and/or yield restriction rules under the Code and Regulations.

"**City**" means The City of Lincoln, Nebraska.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Compliance Period**" means with respect to each Development Facility the period that begins on the date on which the Development Facility is Placed in Service and which ends on the date all Tax Advantaged Bonds that were allocated to Costs of the Development Facility pursuant to the Final Allocation of Bond Proceeds have been retired.

"**Compliance Procedure**" means this Compliance Plan and Procedure for West Haymarket Joint Public Agency Tax Advantaged Bonds.

"**Cost**" means all expenses or charges of any kind related to the Projects and, in relation to each Development Facility, all External Costs and Ancillary Costs incurred in connection with the acquisition, construction, reconstruction, improvement and equipping of the asset, including but not limited to costs of real property acquisition and site work, engineering, architectural costs and related soft costs of the physical asset.

"**Development Budget**" means the budget for the Projects dated September 8, 2010, attached as **Exhibit A** as amended and supplemented from time to time.

"**Development Facility**" means real or tangible personal property that is separately identified in an Interim Financing Sources Allocation or the Final Financing Sources Allocation as part of the Projects. Each Development Facility includes only physical assets, that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed in Service at approximately the same time (within a one-year period).

"**External Costs**" means all Costs of the Projects (including but not limited to interest expense prior to the Placed in Service date for a specific Development Facility) paid to independent contractors that are not Related to the City, the Regents or the Agency that will be capitalized by the City on its financial records or that could be capitalized for federal income tax purposes if the City were required to pay federal income taxes.

"**Final Financing Sources Allocation**" means the written allocation of Bond Proceeds prepared by the Bond Compliance Officer that reflects, as of the date the relevant Development Facility is Placed in Service, the allocation of all funding sources (Tax Advantaged Bonds and Available Equity Sources) to all Costs of the Development Facilities, all Financing Costs and all Start-up Costs for the Projects.

"**Final Private Use Allocation**" means the spreadsheet prepared in conjunction with the Final Financing Sources Allocation that shows the estimated percentage of the Cost of each Development Facility expected to be used in a Private Business Use.

"**Financed Assets**" means any Development Facility or part of a Development Facility financed by Bond Proceeds as reflected in a Final Financing Sources Allocation.

"**Financing Costs**" means all expenses of issuing the Tax Advantaged Bonds.

EXHIBIT B

"Guaranteed Investment Contract" is any investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

"Interim Financing Sources Allocation" means an allocation of all estimated funding sources (Tax Advantaged Bonds and Available Equity Sources) to all Costs of Development Facilities, all Financing Costs and all Start-up Costs prepared by the City in consultation with the Program Manager and Bond Counsel. Each Interim Financing Sources Allocation must, in the opinion of Bond Counsel, result in all Tax Advantaged Bonds meeting the use of proceeds and Financed Assets requirements set out in the Tax Compliance Agreement for the respective financing. The initial Interim Financing Sources Allocation is attached as **Exhibit B**. Each subsequent Interim Financing Sources Allocation will be consecutively designated as **Exhibit B-1, B-2, B-3**, etc., and attached to this Compliance Procedure.

"Interim Private Use Allocation" means the spreadsheet showing the estimated percentage of the Cost of each Development Facility that is expected to be used in a Private Business Use. The initial Interim Financing Sources Allocation is attached as **Exhibit C**. Each subsequent Interim Financing Sources Allocation will be consecutively designated as **Exhibit C-1, C-2, C-3**, etc., and attached to this Compliance Procedure.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Bond Proceeds or Bond Restricted Funds..

"Naming Right Agreement" means the long-term right to name the Arena facility and accompanying privilege to have the name used in connection with the operation of the Arena.

"Non-Qualified Users" means any person or entity that is not a Qualified User and uses a Development Facility in connection with a trade or business.

"Permitted Private Use" means any use that otherwise would constitute Private Business Use that is specifically authorized in a Tax Compliance Agreement or which is the subject of a Special Tax Opinion.

"Placed in Service" means that date (as determined by the Bond Compliance Officer) when a Development Facility is completed, has commenced operation and is operating at its intended capacity.

"Pre-Issuance Costs" means External Costs or Ancillary Costs of a Development Facility paid by the City from other sources of funds prior to the issue date of an issue of Tax Advantaged Bonds for which the City is seeking reimbursement from the proceeds of an issue of Tax-Advantaged Bonds.

"Private Business Use" means use of Financed Assets during the Compliance Period in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether the Financed Assets are "used" in a trade or business. The ownership of a Financed Asset by a Non-Qualified User is Private Business Use. Any other special legal right to possession of the Financed Asset or to control the operation of a Financed Asset that is granted to a Non-Qualified User is Private Business Use unless the legal arrangement is a Qualified Use Agreement or an arrangement approved in a Special Tax Opinion. Generally Private Business Use includes use of Financed Assets by a Non-Qualified User pursuant to a Naming Right Agreement, a lease, a management agreement, an operation agreement, or other similar legal arrangement. Private Business Use can result from any legal agreement entered into by the Agency, the City, the Regents or any other Qualified User.

"**Program Manager**" means The Benham Companies, L.L.C or such other firm of engineers or architects assigned by the City to monitor the acquisition, construction and equipping of Development Facilities.

"**Projects**" means land acquisition, relocation of existing businesses, environmental remediation, site preparation and the construction, equipping, furnishing and financing of public facilities, including but not limited to a sports/entertainment arena, roads, streets, sidewalks, pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots and any other capital improvements or other projects pertaining to the redevelopment of an area in the City generally bounded by BNSF and Union Pacific railroad lines on the west, approximately North 7th Street on the east, the south interior roadway of Haymarket Park and Bereuter Pedestrian Bridge on the north and "M" Street on the south, as amended from time to time. A general description of the assets expected to constitute the Projects, the anticipated cost and financing source is included on the Development Budget attached as **Exhibit A** to this Tax Agreement.

"**Qualified Use Agreement**" means any of the following:

(1) A lease or other short-term use by members of the general public who occupy a Development Facility on a short-term basis as members of the general public in the ordinary course of the operation of the Development Facility.

(2) Agreements with Non-Qualified Users to use all or a portion of a Development Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of a Development Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Non-Qualified User using all or any portion of a Development Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Non-Qualified Users to use all or a portion of a Development Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) a Development Facility was not constructed for a principal purpose of providing the property for use by that Non-Qualified User. Any Non-Qualified User using all or any portion of a Development Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Non-Qualified Users to use all or a portion of a Development Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Development Facility was not constructed for a principal purpose of providing the property for use by that person.

"**Qualified User**" means the City, the Regents, the Agency or the State of Nebraska, any other political subdivision of the State or Nebraska, or any agency or instrumentality of the foregoing.

"**Rebate Analyst**" means the firm selected by the Bond Compliance Officer to calculate arbitrage rebate.

EXHIBIT B

"**Regents**" means The Board of Regents of the University of Nebraska.

"**Reimbursement Resolution**" means Resolution No. WH00011 adopted by the Agency on August 13, 2010, pursuant to which the Agency evidenced its "official intent" (within the meaning of Regulations § 1.150-2) to issue up to $340,000,000 of debt obligations from time to time to finance the Projects and reimburse expenditures previously made from other sources with proceeds of the financing.

"**Related**" means, with respect to the City, the Regents or the Agency, any relationship involving a related party within the meaning of Regulations Section 1.150-1(b).

"**Revenues**" means any revenues, receipts and incomereceived by the Agency from any source, including, without limitation, property taxes and private donations.

"**Special Tax Opinion**" means a written opinion of Bond Counsel addressed to the City and the Agency that concludes that a particular action or failure to act, contractual agreement or other arrangement will not result in Private Business Use or result in a Tax Advantaged Bond being an arbitrage bond or otherwise result in a Tax Advantaged Bond no longer qualifying as such.

"**Start-up Costs**" means Costs of supplies and other start-up operation expenses for any Development Facility.

"**Substantiation Documents**" means the documents and records listed on **Exhibit D** that will be maintained for each issue of Tax Advantaged Bonds. Substantiation Documents may be stored on a digital electronic medium (e.g., a PDF file) so long as the Bond Compliance Officer determines that the information can be retrieved, reviewed and printed as a paper document if needed.

"**Tax Advantaged Bond(s)**" means any bond, note, lease, certificate or other instrument that is a debt obligation for federal income tax purposes issued by the Agency or issued by another political subdivision, agency or public corporation and loaned or made available to the City for purposes of funding any portion of the Projects. The term Tax Advantaged Bonds includes bonds or notes issued by the City as well as obligations issued by the Agency if the proceeds of that debt are loaned or made available to the City. In either case (1) the interest on the obligation must be excluded from gross income for federal income tax purposes, (2) the holder of the obligation must be entitled to claim a federal income tax credit on account of its ownership of the obligation or (3) the Agency must be entitled to receive payments from the United States measured as a percentage of the interest paid on the obligation.

"**Tax Advantaged Bond File**" means all Substantiation Documents for a single issue of Tax. Advantaged Bonds.

"**Tax Compliance Agreement**" means a written agreement between the Agency and the City executed as of the issue date of each issue of Tax Advantaged Bonds which amends this Compliance Procedure to include a new Interim Financing Sources Allocation and includes any specific instructions regarding the investment of Bond Restricted Funds, the use of proceeds of the issue of Tax Advantaged Bonds, or the use of Financed Assets necessary in the opinion of Bond Counsel.

II. General Matters

2.1 *Bond Compliance Officer Duties.* The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other officials, departments and administrators that use a Development Facility to carry out the obligations imposed by this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel, the Rebate Analyst and other outside experts as necessary to carry out the overall goals of this Compliance Procedure.

2.2 *Amending Compliance Procedure.* This Compliance Procedure may be amended from time-to-time by the Bond Compliance Officer. Copies of any amendment to this Compliance Procedure will be provided to the Agency and shall be accompanied by a Special Tax Opinion. No such amendment will become effective until the Agency receives the Special Tax Opinion.

2.3 *Conflicts between Compliance Procedure and Bond Counsel's Instructions.* If the requirements of this Compliance Procedure conflict with any Tax Compliance Agreement or with any specific written instructions of Bond Counsel that relate to a Tax Advantaged Bond, the Tax Compliance Agreement or specific written instructions of Bond Counsel shall supersede and govern that issue of Tax Advantaged Bonds. Any exceptions to this Compliance Procedure mandated by Bond Counsel instructions will be noted in the Tax Compliance Agreement for the issue of Tax Advantaged Bonds.

2.4 *Training and Education.* The Bond Compliance Officer may arrange for periodic training of officers and staff regarding the requirements imposed by the federal income tax rules and regulations applicable to the City's Tax Advantaged Bonds and this Compliance Procedure.

2.5 *Costs and Fees.* The Bond Compliance Officer annually will request an amount of Revenues necessary to pay costs related to the implementation and administration of this Compliance Procedure.

2.6 *Authority of Bond Compliance Officer.* The Bond Compliance Officer shall retain control over the administration, investment and expenditure of all proceeds of Tax Advantaged Bonds and the use and operation of all Financed Assets to the extent the Bond Compliance Officer believes is necessary to account for the funds and to ensure compliance with the terms of this Compliance Procedure and any Tax Compliance Agreement.

III. Compliance Procedure for Tax Advantaged Bond Issues Prior to Date Development Facilities Are Placed in Service

3.1 *Application of Compliance Procedure.* This Compliance Procedure applies generally to the accounting for the use and investment of proceeds of Tax Advantaged Bonds and Available Equity Sources to Costs of the Projects and specifically to the ownership and operation of all Development Facilities financed in whole or in part with proceeds of Tax Advantaged Bonds(as reflected in the Final Financing Sources Allocation).

3.2 *Description of General Plan for Tax Compliance with Restrictions on Private Business Use.*

a. The City and the Agency expect to issue the following categories of Tax Advantaged Bonds:

Tax Exempt Governmental Bonds (TEBS)
Build America Bonds (BABS)
Recovery Zone Economic Development Bonds (RZEDBS)

EXHIBIT B

The estimated amount of each category of Tax Advantaged Bonds is contained in the Interim Financing Sources Allocation (the initial form of which is attached as **Exhibit B**). The City anticipates that Available Equity Sources will pay the remaining cost of the Projects.

b. The Interim Financing Sources Allocation attached as **Exhibit B** lists the expected Cost of each Development Facility and the expected Financing Costs and Start-up Costs.

c. The City and the Agency expect that portions of the Projects will be used by Non-Qualified Users in a private use as follows:

Arena
- Naming Rights Agreement
- Long-Term Premium Seating and Suites
- Concession Area

Arena Parking Facilities
- Long-Term Premium Suite Parking

The City expects that the Arena and certain other Development Facilities may be managed and/or operated by Non-Qualified Users pursuant to written agreements. These agreements are not expected to result in Private Business Use in an amount greater than Permitted Private Use, because the City intends to structure the arrangements in a manner so that a Special Tax Opinion can be obtained. The expected percentage of use that would otherwise constitute Private Business Use (absent the allocation discussed in subsection 3.1(d) below) with respect to each Development Facility is shown on **Exhibit C**.

d. As of the date the Facilities Agreement is executed, based on the calculations of expected Private Business Use in **Exhibit C**, and as reflected by the allocation of expected funding sources (Tax Advantaged Bonds and Available Equity Sources) to Costs contained in **Exhibit B**, the City expects to be able to allocate the entire Cost of Development Facilities expected to be used in a Private Business Use and all Start-up Costs to Available Equity Sources. Based on the foregoing, as of the date the Facilities Agreement is executed the City does not expect that any Financed Assets will be used in a Private Business Use.

e. The City expects to update **Exhibit B** and **Exhibit C** in connection with each issue of Tax Advantaged Bonds to account for changes in estimated funding sources, estimated Costs of Development Facilities, and any changes in the amount or nature of Private Business Use. Each Interim Financing Sources Allocation and Interim Private Use Calculation must (1) show that no Financed Assets will be used in a Private Business Use or (2) otherwise be approved by a Special Tax Opinion.

f. Not later than 18 months following the date a Development Facility is Placed in Service (and in no event later than 60 days after the fifth anniversary of the issue date of the Tax Advantaged Bonds that financed said Development Facility), the Bond Compliance Officer will make a Final Financing Sources Allocation in consultation with Bond Counsel and the Program Manager. The Final Financing Sources Allocation will be accompanied by a Special Tax Opinion and will be the final allocation of the proceeds of the relevant issue of Tax Advantaged Bonds for purposes of determining and quantifying Private Business Use of that Development Facility.

3.3 *Preparation for Issuance of Tax Advantaged Bonds*

a. The Bond Compliance Officer will work with Bond Counsel and other City officials and employees to ensure that the representations of the City contained in each Tax Compliance Agreement are accurate. The Bond Compliance Officer will confer with Bond Counsel and City's counsel regarding the meaning and scope of the covenants contained in the Tax Compliance Agreement. The Bond Compliance Officer will review the Tax Compliance Agreement prior to execution by the City.

b. In consultation and with the advice of Bond Counsel and the Program Manager, the Bond Compliance Officer will update and to the extent necessary revise the Interim Finance Sources Allocation to account for changes to the Development Facilities, their Costs or expected use or changes to the expected amount of Tax Advantaged Bonds or Available Equity Sources allocated to the Costs of the Development Facilities.

c. Prior to each issue of Tax Advantaged Bonds the Bond Compliance Officer will consult with Bond Counsel regarding the applicability of special rules with respect to the investment of proceeds and other funds not otherwise described in Sections 3.4 and 3.5

3.4 *Accounting for Costs of the Development Facilities; Investment and Arbitrage.*

a. The Accounting Department will follow the directions of the Bond Compliance Officer regarding the administration, investment, accounting and expenditure of Bond Proceeds, Available Equity Sources, and any other Bond Restricted Funds.

b. For each Cost paid, the accounting system shall record: (1) identity of person or business paid, (2) date of payment, (3) amount paid, (4) if determined, the specific Development Facility to which the cost relates, and (5) invoice number or other identifying reference. Each expenditure should further be identified as (1) a hard cost of acquisition or construction, (2) a soft cost (e.g. architects, engineering or consultants) or (3) a "financing cost" (e.g. interest and related remarketing charges, credit facility charges, the cost of bond insurance and other costs of issuing the Tax Advantaged Bonds).

c. Accounting, investment and expenditure records that are to be included as Substantiation Documents with respect to each issue of Tax Advantaged Bonds (which represent the Tax Advantaged Bond File for such issue) are listed on **Exhibit D.**

d. Unless otherwise directed in a Tax Compliance Agreement the Bond Compliance Officer will not segregate proceeds of Tax Advantaged Bonds and other Available Equity Sources either for purposes of investment or expenditure.

e. Unless otherwise directed in a Tax Compliance Agreement, for purposes of accounting for the investment and expenditure of Bond Proceeds and other Bond Restricted Funds in connection with the arbitrage and rebate rules described in each Tax Compliance Agreement, Bond Proceeds will be treated as spent first, and if more than one issue of outstanding Tax Advantaged Bonds has unspent Bond Proceeds at a given time, then all expenditures will be allocated to the earliest issued Tax Advantaged Bonds. All allocations of Tax Advantaged Bond proceeds described in this subsection 3.4(e) apply solely for purposes of arbitrage and rebate compliance. Any allocation of Tax Advantaged Bond Proceeds to Development Facilities shall be done in accordance with Section 3.2.

f. At the time the Final Financing Sources Allocation is completed, the Bond Compliance Officer will determine whether it is possible to complete a final arbitrage rebate computation for the Tax Advantaged Bonds in the event all Bond Proceeds thereof have been spent or whether such a computation is advisable. The Bond Compliance Officer will also schedule any upcoming arbitrage rebate computations required for the Tax Advantaged Bonds as part of the annual ongoing compliance procedures.

EXHIBIT B

3.5 *Fair Market Value.*

a. No Investment may be acquired for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

b. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

c. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

d. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. A bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Agency, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the City, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Agency retain the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Agency, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

e. *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

IV. Operational Policies and Procedures for All Tax Advantaged Bonds

4.1 ***Annual Tax Advantaged Bond Compliance Review.*** Annually the Bond Compliance Officer will complete an Annual Tax Advantaged Bond Review Form (**Exhibit F**) for each outstanding issue of Tax Advantaged Bonds. In the event the Bond Compliance Officer determines that additional information is needed from the individuals actually supervising the use of a Financed Asset, the Bond Compliance Officer will cause an Annual Tax Compliance Questionnaire to be prepared to gather information regarding the use of the Financed Asset. If necessary, the Bond Compliance Officer will consult with Bond Counsel regarding any changes in the use or status of any Financed Asset.

4.2. ***Private Business Use.*** Subject to the special requirements, conditions or procedures set out in any Tax Compliance Agreement, the Bond Compliance Officer will not permit any Private Business Use of any Financed Asset without obtaining a Special Tax Opinion. If the Bond Compliance Officer has reason to believe that there exists Private Business Use of any Financed Asset, then the Bond Compliance Officer will consult with and heed the advice of Bond Counsel, which could result in the Agency taking "remedial action" in accordance with Regulations Section 1.141-12 (which may involve the redemption or defeasance of some or all of the Tax Advantaged Bonds) as necessary to maintain the status of the Tax Advantaged Bonds as such.

EXHIBIT B

Exhibit A
Development Budget

September 8, 2010

EXHIBIT B

West Haymarket Joint Public Agency
Adopted Project Budget

Item	Description	Construction Cost Estimate	20% Engr./Design	Total Const. Cost Estimate	Inflation plus Contingency	Total
USE OF FUNDS:						
Arena	Construction costs	$139,913,000	$27,982,600	$167,895,600		$167,895,600
	Preoccupancy expense	1,000,000	-	1,000,000		1,000,000
	Total Arena	140,913,000	27,982,600	168,895,600		168,895,600
Parking	Surface - Northwest of Tracks	3,806,400	761,280	4,567,680	1,116,679	5,684,359
	Surface -South of Ice Rink	1,362,200	272,440	1,634,640	399,627	2,034,267
	Surface - Train Station	1,000,000	-	1,000,000	131,340	1,131,340
	Garages - South of Arena	11,900,000	1,190,000	13,090,000	2,254,582	15,344,582
	Garage - Arena	9,411,000	941,100	10,352,100	965,805	11,317,905
	Total Parking	27,479,600	3,164,820	30,644,420	4,868,033	35,512,453
Roads	Sun Valley - Charleston and Bridge	3,850,600	770,120	4,620,720	1,129,646	5,750,366
	Sun Valley - ROW	614,500	122,900	737,400	180,275	917,675
	Arena Drive	4,945,300	989,060	5,934,360	1,450,797	7,385,157
	P, Q & R Streets	2,298,900	459,780	2,758,680	674,426	3,433,106
	M & N Streets	1,708,400	341,680	2,050,080	501,191	2,551,271
	Canopy Street & Ice Drop Off	1,733,700	346,740	2,080,440	508,613	2,589,053
	Total Roads	15,151,400	3,030,280	18,181,680	4,444,948	22,626,628
Pedestrian Ways	Trails and sidewalks	500,000	100,000	600,000	138,804	738,804
	Pedestrian Crossings over BNSF	6,934,788	1,386,958	8,321,746	1,925,153	10,246,898
	Plaza	1,000,000	200,000	1,200,000	277,608	1,477,608
	Total Pedestrian Ways	8,434,788	1,686,958	10,121,746	2,341,565	12,463,310
Utilities	Water	816,800	163,360	980,160	177,742	1,157,902
	Wastewater	1,892,400	378,480	2,270,880	411,801	2,682,681
	LES	385,000	77,000	462,000	83,779	545,779
	Trunk storm sewer to Haymarket area	1,240,300	248,060	1,488,360	269,899	1,758,259
	Communication and Other	542,400	108,480	650,880	118,031	768,911
	Total Utilities	4,876,900	975,380	5,852,280	1,061,252	6,913,532
Environmental	North Area - R to Tracks (arena area)	815,000	163,000	978,000	226,251	1,204,251

EXHIBIT B

Item	Description	Construction Cost Estimate	20% Engr./Design	Total Const. Cost Estimate	Inflation plus Contingency	Total
	South Area - R to O	1,750,000	350,000	2,100,000	485,814	2,585,814
	South Area - O on South	2,000,000	400,000	2,400,000	555,216	2,955,216
	West Area - Roundhouse	300,000	60,000	360,000	83,282	443,282
	Wetlands, Seeding and Removals	138,000	27,600	165,600	38,310	203,910
	Total Environmental	5,003,000	1,000,600	6,003,600	1,388,873	7,392,473
Dirt Moving	Pad site development - fill	1,931,100	386,220	2,317,320	420,223	2,737,543
	Stormwater/Floodplain mitigation	5,588,200	1,117,640	6,705,840	1,216,037	7,921,877
	Total Dirt Movement	7,519,300	1,503,860	9,023,160	1,636,260	10,659,420
TIF Improvements	Public Use of TIF Proceeds	5,515,693	-	5,515,693		5,515,693
Site Purchase	BNSF Land Acquisition	1,000,000		1,000,000		1,000,000
	BNSF Construction, Rehab, & Relloc.	44,000,000	-	44,000,000		44,000,000
	Canopy Rehabilitation	177,000	35,400	212,400	49,137	261,537
	Amtrak Building	1,200,000	240,000	1,440,000		1,440,000
	UP Land Acquisition	1,000,000		1,000,000	131,340	1,131,340
	UP Wetland Enhancement	1,000,000	200,000	1,200,000	277,608	1,477,608
	UP Track Modifications W of Bridge	1,030,000	206,000	1,236,000	285,936	1,521,936
	Subtotal Railroad Site Purchase	49,407,000	681,400	50,088,400	744,021	50,832,421
	Other Land Acquisition	7,585,000	200,000	7,785,000	1,172,482	8,957,482
	Total Site Purchase	56,992,000	881,400	57,873,400	1,916,503	59,789,903
Other Costs	Dynamic Message Signage	2,250,000	450,000	2,700,000	624,618	3,324,618
	Public Art	1,500,000		1,500,000		1,500,000
	Total Other	3,750,000	450,000	4,200,000	624,618	4,824,618
	SUBTOTAL	275,635,681	40,675,898	316,311,579	18,282,052	334,593,630
Miscellaneous Costs	PLUS: Additional Contingencies	-		-		-
	PLUS: Cost of Bond Issuance, 1.50%	5,160,000		5,160,000		5,160,000
		5,160,000	-	5,160,000		5,160,000
	TOTAL ARENA COSTS	$280,795,681	$40,675,898	$321,471,579	$18,282,052	$339,753,630

SOURCE OF FUNDS:

Bonded Debt	$316,953,630
Private Donations	22,000,000
Federal Grants	800,000
	$339,753,630

EXHIBIT B

Exhibit B
Interim Financing Sources Allocation

September 8, 2010

EXHIBIT B

EXHIBIT B

EXHIBIT B

EXHIBIT B

Exhibit C

	Physical Space			Time			Revenues		Total	Total
Development Facilities Used in Non-Qualified Use	Square Footage	Cost per Square Foot	Allocation Cost	Total Time Available	Time in Non-Qualified Us	% Private Use	Non-Qualified Use Revenues	Non-Qualified Use %	Development Facility Cost	Non-Qualified Use Facility Cost
Arena										
Concession Area	10,000	389	3,894,282				N/A			
Private Luxury Boxes	24,100	389	9,385,219				N/A			
Naming Rights	N/A	N/A	N/A	N/A	N/A	N/A				
Long-Term Seating Contracts	N/A	N/A	N/A	N/A	N/A	N/A				
Long-Term Advertising	N/A	N/A	N/A	N/A	N/A	N/A				
Arena Total										
Parking Garage -- Arena										
Suite Parking	200	22,049	4,409,757				N/A			
Parking Garage -- Arena Total										
Parking Garages-- South of Arena										
Hotel Parking	200	18,686	3,737,236				N/A			
Parking Garages -- South of Arena Total										

EXHIBIT B

Exhibit D
Substantiation Documents

Item Number	Description	Required for All Tax Advantaged Bonds	Required for Tax Advantaged Bonds Issued After ____ _, 20
1	Reimbursement Resolution	X – Only if Pre-Issuance Costs are reimbursed	
2	Transcript of proceedings	X	
3	Records of expenditure of Tax Advantaged Bond Proceeds	X – Expenditure records should at least show date of payment, person paid, amount paid and general purpose. Copies of journal entries, invoices and/or requisitions may satisfy this requirement	
4	All rebate calculations and all investment records provided to Rebate Analyst to prepare calculations	X – For any Tax Advantaged Bond issue exempt from rebate, only records of investment are required	
5	Forms 8038-T together with proof of filing and payment of rebate	X	
6	Investment agreement bid documents including: I. Bid solicitation II. Bids III. Certificate of broker IV. Written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement V. Copies of the investment agreement and any amendments	X	
7	Any item listed in Tax Compliance Agreement (Specify)	X	
8	Final Financing Sources Allocation		X – Also complete for Tax Advantaged Bonds issued prior to above date if Development Facility not Placed in Service
9	Financed Assets List	X	

September 8, 2010

EXHIBIT B

Item Number	Description	Required for All Tax Advantaged Bonds	Required for Tax Advantaged Bonds Issued After _____ _, 20__
10	Completed Annual Tax Advantaged Bond Review Form and Annual Tax Compliance Questionnaire	X	
11	Opinions of bond counsel or legal counsel regarding tax compliance, together with copy of agreement on which advice was sought, if applicable	X	
12	Amendments, modifications or substitute agreements to any agreement contained in the Transcript of Proceedings	X	
13	Any correspondence with the IRS relating to the Tax Advantaged Bonds	X	

September 8, 2010

EXHIBIT B

Exhibit E

Annual Tax Compliance Questionnaire

Part I *(Complete Prior to Giving to Reporting Party)*

Development Facility description ("Asset"):	
Aggregate cost of Asset:	
Name of Tax Advantaged Bonds ("Bonds") financing Asset:	
Percentage of Asset financed by Bonds (Financed Asset):	
Issue date of Bonds:	
Placed in service date of Asset:	
End of measurement period:	
Name of person completing checklist:	
Title:	
Email address:	
Telephone number:	
Period covered by request (Annual Period):	

You have been identified as the person who is primarily responsible for the management and day-to-day operation of the Asset identified above. We have determined that all or a portion of the Asset was financed with Tax Advantaged Bonds. Because the Asset was financed with Tax Advantaged Bonds there are a number of rules restricting how the Asset can be used. Generally, these rules limit the use of the Asset by entities other than a State or local government. We need your cooperation to accurately report on the bond issue(s) described above. Please return your completed questionnaire as soon as possible, but in all events no later than , 20 .

If you have any questions please contact at .

September 8, 2010

EXHIBIT B

Part II *(Completed by Reporting Party)*

Item	Question	Response
1 Ownership	Was the Asset owned by the Agency during the entire Annual Period?	☐ Yes ☐ No
	If No: Was the Asset (or any portion of the Asset) sold or otherwise disposed of solely because it was determined that the property was inadequate, obsolete or worn out?	☐ Yes ☐ No
	If No: What is the legal name of the new owner?	
	Date new owner acquired the Asset:	
	Is the new owner a state or local government or controlled by a state or local government (a "Qualified User")?	☐ Yes ☐ No ☐ Unsure
	Did the new owner agree in writing to comply with the Tax Advantaged Bond Compliance Procedure and the Compliance Plan?	☐ Yes ☐ No ☐ Unsure

2 Leases	During the Annual Period was any part of the Asset leased at any time pursuant to an agreement for *more than 50 days* by another nonaffiliated corporation, association, firm, or other entity? *(Do Not Include Qualified Use Agreements – See Item 3.)*	☐ Yes ☐ No
	If Yes: What is the legal name of the Tenant?	
	Is the Tenant a Qualified User?	☐ Yes ☐ No ☐ Unsure
	Attach a copy of the lease if not previously provided in a prior report.	
	List approximate percentage of Asset leased by Tenant (e.g., 30% of the square feet in the building).	

3 Qualified Use Agreements	Is any part of the Asset leased or reserved for use by individuals or businesses pursuant to a "rate scale" use agreement (e.g., quarterly parking permits in a garage)?	☐ Yes ☐ No
	If Yes: Attach the form(s) of the agreement(s) and the current applicable published rates that apply.	

4 Management or Service Agreements	During the Annual Period has the management of all or any part of the operations of the Asset been assumed by or transferred to another entity?	☐ Yes ☐ No
	If Yes: Attach a copy of the agreement(s).	

5 Other	Was any other agreement entered into with an individual or entity (other than a Qualified User) that grants special legal rights to the Asset?	☐ Yes ☐ No
	If Yes: Attach a copy of the agreement(s).	

Signature, Name and Title of Person Completing Questionnaire:

____

Printed Name:
Title:
Date Completed:

Exhibit F
Annual Tax Advantaged Bond Review Form

1. Bond Issue Name

2. Intent Resolution Date (include Resolution of Intent in Substantiation Documents)

3. Bond Issue Date

4. All Financed Assets used in manner provided in Compliance Plan? ☐ Yes ☐ No
(If no, describe steps taken determine change in use does not create tax issue. Attach opinion of Bond Counsel, if applicable.)

5. Date of last scheduled rebate calculation/payment or date opinion received from Bond Counsel or Rebate Analyst that no further calculations are required.

6. Verify no events have occurred requiring Bond Counsel review/opinion or reference any opinion received, if "Yes".

A) Transfer of ownership of any Financed Asset to any person prior to the end of the Financed Asset's useful life. ☐ Yes ☐ No
B) Leases of any Financed Asset to another State or local government (a "Qualified User") with a term in excess of one year. ☐ Yes ☐ No
C) Leases or use agreements with any person or entity other than a Qualified User (including the United States or its agencies) for a term greater than 50 days (including options to renew). ☐ Yes ☐ No

WH 26-5 Introduce: 2-26-26

RESOLUTION NO.

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

That the attached Security Agreement for South Haymarket Park between the West Haymarket Joint Public Agency and the City of Lincoln, Nebraska, for security at South Haymarket Park wherein the West Haymarket Joint Public Agency agrees to contribute $9,000,000.00 to the City to aid in construction and operation of South Haymarket Park, and the City agrees that up to $1,500,000.00 of this contribution will be used by the City exclusively for funding costs to provide security for the park for up to two years as set forth in the Agreement, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of February, 2026.

Introduced by:

____

Approved as to Form & Legality:

____

Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

____

Leirion Gaylor Baird

____

Tim Clare

____

Tom Beckius

SECURITY AGREEMENT FOR SOUTH HAYMARKET PARK

This Agreement is made on the Effective Date below by and between the City of Lincoln, Nebraska, a municipal corporation ("City") and the West Haymarket Joint Public Agency, a Nebraska political subdivision ("WHJPA").

WHEREAS, the City is constructing and developing South Haymarket Park ("the Park") for the benefit and enjoyment of the public; and

WHEREAS, developing the Park is one of the projects the WHJPA is authorized to construct or contribute funding for construction pursuant to the Facilities Agreement by and between the City and WHJPA and found at Ordinance 19418 of the City's records; and

WHEREAS, the City and WHJPA desire to ensure sufficient security for the protection of the Park and members of the public using the Park; and

WHEREAS, the WHJPA is willing to contribute and donate significant funding to the City to construct and operate the Park, including funding for security services by the Lincoln Police Department (LPD) and private security firms; and

WHEREAS, the WHJPA has determined it has sufficient funding for the Park as set forth below and will maintain reserves required to meet all debt service obligations for bonds previously issued for purposes of constructing Pinnacle Bank Arena and other WHJPA projects.

NOW, THEREFORE, the Parties hereto mutually agree to the following:

1. Park Security. The City shall be responsible for providing security services for the Park for not less than two years from the Effective Date of this Agreement. The City shall ensure that not less than one off-duty police officer or private security guard shall be present in or on the grounds of the Park at all times. The City shall supplement the presence of an off-duty police officer or private security guard with livestream cameras located throughout South Haymarket Park. The City's Chief of Police shall determine the security needs of the Park and such decisions shall not be based on financial or budget considerations. On or before the end of the first year of this Agreement, the City shall provide to WHJPA crime statistics and fiscal accounting of security measures taken at the Park. The City and WHJPA may discuss any concerns or future security measures necessary.

2. Exceptions. The following exceptions to paragraph 1 above shall apply:
    a. Priority calls for service by LPD; or
    b. Unavailability of off-duty police officers or private security for reasons beyond the control of the City; or
    c. Dangerous or unfavorable weather conditions; or
    d. Other non-financial reasons.

3. Reports. The City shall provide the WHJPA annual reports over the term of this Agreement that contain data relating to security activities in or on the Park premises.

4. WHJPA Contribution and Donation. The WHJPA agrees to contribute and donate the sum of Nine Million and 00/100 dollars ($9,000,000.00) to the City to aid in construction and operation of the Park. Of the amount contributed herein by WHJPA, the sum of up to One Million Five-Hundred Thousand and 00/100 dollars ($1,500,000.00) shall be used by the City exclusively for funding costs to provide security for the Park for not less than two years as described in paragraph 1 above.

5. Payments. The WHJPA shall disburse its contribution and donation to the City in three payments. The first payment shall be made within twenty-one (21) days after the Effective Date. The second payment shall be made on or before the end of one year after the first payment is made. The third payment shall be made on or before the end of one year after the second payment is made.

6. Effective Date. The Effective Date of this Agreement shall be the date the Park is opened to the public as determined in writing by the Director of the Parks and Recreation Department for the City and is anticipated to be opened in late 2026.

7. Term. The term of this Agreement shall run from the Effective Date shown above and expires upon the final disbursement by WHJPA as set forth above unless earlier terminated.

8. Termination. Termination of this Agreement may occur for any of the following reasons:

    a. This Agreement may be terminated by the City or WHJPA if the other party fails to adequately perform any material obligation required herein. Termination rights under this section may be exercised only if the defaulting party fails to cure a default or breach with ten (10) business days after receiving written notice from the non-defaulting party specifying the nature of the default or breach. In the event of a default or breach by the City, the WHJPA shall have no further obligation to make any unpaid disbursements under paragraph 4.

    b. 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, the WHJPA shall immediately notify the City and this Agreement shall terminate immediately without penalty, expense, or liability to the WHJPA.

9. Indemnification. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless the WHJPA, its elected officials, officers, agents, and employees (collectively "the WHJPA") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without

limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including the Park itself, or any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of City, or anyone for whose acts any of them may be liable. This section will not require City to defend, indemnify or hold harmless the WHJPA for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the WHJPA. The City and WHJPA do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination or expiration of this Agreement.

10. <u>Relationship of the Parties.</u> The City shall maintain sole and exclusive control over the Park, including but not limited to, its design, construction, operation, and maintenance. The City and WHJPA shall not be deemed to be partners, cooperative members, or in any other way jointly responsible for any aspect of the Park. The role of the WHJPA is limited solely to that of a contributor of funds to the Park subject to the terms set forth herein. The WHJPA shall have no responsibility for the selection of one or more security firms or off-duty police officers to provide security as described in paragraph 1 above. Nothing in this Agreement shall be construed to mean that the WHJPA is responsible or liable for any actions of the City in the design, construction, operation, or maintenance of the Park.

11. <u>Integration; Amendment; Severability; Waiver.</u> This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. The recitals at the beginning of this Agreement are made a part hereof by this reference. This Agreement may be amended only by written agreement signed by both parties. 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.

12. <u>Audit and Review.</u> This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code. Upon reasonable request by the WHJPA, the City shall make available to a contract auditor hired by the WHJPA, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. The City 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 the City offices 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 the WHJPA or any authorized representative of the state or federal governments and, when requested, City shall furnish copies.

13. Records Retention. Unless applicable law requires a different period of time, City and WHJPA agree 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.

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

Dated this ____ day of _________, 2026.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

Leirion Gaylor Baird, Mayor

Dated this ____ day of February, 2026.

WEST HAYMARKET JOINT PUBLIC
AGENCY, a Nebraska political subdivision

Leirion Gaylor Baird, Chair

WH 26-6 Introduce: 2-26-26

RESOLUTION NO.

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

That the attached Agreement for Services at South Haymarket Park between the West Haymarket Joint Public Agency and the City of Lincoln, Nebraska, for monitoring services at South Haymarket Park and throughout a portion of the West Haymarket JPA Project Area as set forth in the Agreement, for a term of two years, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of February, 2026.

Introduced by:

____

Approved as to Form & Legality:

____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

____
Leirion Gaylor Baird

____
Tim Clare

____
Tom Beckius

AGREEMENT FOR SERVICES AT SOUTH HAYMARKET PARK

This Agreement is made on the Effective Date below by and between the City of Lincoln, Nebraska, a municipal corporation (City), and the West Haymarket Joint Public Agency, a Nebraska political subdivision (WHJPA).

WHEREAS, the City is constructing and developing South Haymarket Park (the Park) for the benefit and enjoyment of the public; and

WHEREAS, developing the Park is one of the projects the WHJPA is authorized to construct or contribute funding for construction pursuant to the Facilities Agreement by and between the City and WHJPA and found at Ordinance No. 19418 dated July 26, 2010 in the City's records; and

WHEREAS, the City and WHJPA desire to provide a safe and friendly environment for the public's use of the Park; and

WHEREAS, the WHJPA is willing to contribute and donate significant funding to the City to construct and operate the Park, including funding for monitoring services; and

WHEREAS, the Parties hereto wish to have monitoring services be provided on and over a portion of the West Haymarket JPA Project Area, as attached hereto as Exhibit A, and generally described as south and east of the Burlington Northern Santa Fe railroad tracks; west of 7th Street; and north of J Street and within the boundaries of the West Haymarket JPA Project Area ("JPA Area"), including the South Haymarket Park; and

WHEREAS, the WHJPA has determined it has sufficient funding for the Park as set forth below and will maintain reserves required to meet all debt service obligations for bonds previously issued for purposes of constructing Pinnacle Bank Arena and other WHJPA projects.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. JPA Area Monitoring. The City shall be responsible for arranging services to be provided by Downtown Lincoln Association (DLA) through its Downtown Ambassador Program (DAP). The agreement between the City and DLA shall include DAP providing walk-through services, with not less than one (1) employee (Ambassador), designed to create a visible presence in the JPA Area and to welcome visitors, offer directions, assist during events in the JPA Area, and identifying issues affecting the South Haymarket Area quality of life. The agreement between the City and DLA shall also include that in the event Ambassadors observe situations or issues needing attention, they shall notify the Lincoln Police Department (including 911 Communications, if necessary), the Center Pointe Outreach Team, or the DLA maintenance team. DAP shall provide these services Monday through Thursday each week from 1:00 p.m. to 8:00 p.m. and on Fridays from 1:00 p.m. to 10:00 p.m. DAP shall also provide these services on Saturdays and Sundays when requested by the City with the hours of service to be determined for each request. Other details of the service may be set forth in the agreement between the City and DLA.

2. Reports. The City shall provide the WHJPA annual reports over the term of this Agreement that contain data relating to security activities in or on the Park premises.

3. WHJPA Contribution and Donation. By a separate agreement, the WHJPA agrees to contribute and donate the sum of Nine Million and 00/100 dollars ($9,000,000.00) to the City to aid in construction and operation of the Park. Of the amount contributed and donated herein by WHJPA, the sum of up to Two Hundred Thousand and 00/100 dollars ($200,000.00) shall be used by the City exclusively for funding costs to provide monitoring services under this Agreement for the Park for services as described in paragraph 1 above for a period of two (2) years.

4. Payments. The WHJPA shall disburse its contribution and donation to the City in two payments. The first payment shall be made within twenty-one (21) days after the Effective Date. The second payment shall be made on or before the end of one year after the first payment is made.

5. Effective Date. The Effective Date of this Agreement shall be the date the Park is opened to the public as determined in writing by the Director of the Parks and Recreation Department for the City and is anticipated to be opened in late 2026.

6. Term. The term of this Agreement shall run from the Effective Date described above and expires upon the final disbursement by WHJPA as set forth above unless earlier terminated.

7. Termination. Termination of this Agreement may occur for any of the following reasons:

    a. This Agreement may be terminated by the City or WHJPA if the other party fails to adequately perform any material obligation required herein. Termination rights under this section may be exercised only if the defaulting party fails to cure a default or breach with ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the default or breach. In the event of a default or breach by the City, the WHJPA shall have no further obligation to make any unpaid disbursements under paragraph 4.

    b. 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, the WHJPA shall immediately notify the City and this Agreement shall terminate immediately without penalty, expense, or liability to the WHJPA.

8. Indemnification. To the fullest extent permitted by law, City shall indemnify, defend and hold harmless the WHJPA, its elected officials, officers, agents, and employees (collectively WHJPA) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this

Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including the Park itself, or any loss of use of WHJPA facilities resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of City, or anyone for whose acts any of them may be liable. This section will not require City to defend, indemnify or hold harmless the WHJPA for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the WHJPA. The City and WHJPA do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination or expiration of this Agreement.

9. Relationship of the Parties. The City shall maintain sole and exclusive control over the Park, including but not limited to, its design, construction, operation, and maintenance. The City and WHJPA shall not be deemed to be partners, cooperative members, or in any other way jointly responsible for any aspect of the Park. The role of the WHJPA is limited solely to that of a contributor of funds to the Park subject to the terms set forth herein. The WHJPA shall have no responsibility for the selection of or administration of the services or employees as described in paragraph 1 above. Nothing in this Agreement shall be construed to mean that the WHJPA is responsible or liable for any actions of the City in the design, construction, operation, or maintenance of the Park.

10. Integration; Amendment; Severability; Waiver. This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. The recitals at the beginning of this Agreement are made a part hereof by this reference. This Agreement may be amended only by written agreement signed by both parties. 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.

11. Audit and Review. This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code. Upon reasonable request by the WHJPA, the City shall make available to a contract auditor hired by the WHJPA, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. The City 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 the City offices 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 the WHJPA or any authorized representative of the state or federal governments and, when requested, City shall furnish copies.

12. Records Retention. Unless applicable law requires a different period of time, City and WHJPA agree 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.

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

Dated this ____ day of _________, 2026.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

____
Leirion Gaylor Baird, Mayor

Dated this ____ day of February, 2026.

WEST HAYMARKET JOINT PUBLIC
AGENCY, a Nebraska political subdivision

____
Leirion Gaylor Baird, Chair

EXHIBIT A
MAP OF SITE