

**AGENDA FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD
THURSDAY, APRIL 27, 2023 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 January 26, 2023.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the Payment Register for January through March 2023 and review of the Expenditure Report as of March 31, 2023. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
5. WH 23-6 Resolution to approve a Contract with Striv AV, LLC for a new video wall system for the Pinnacle Bank Arena for a total amount not to exceed \$120,050.00, pursuant to Bid No. 22-279. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)
6. WH 23-7 Resolution to approve Amendment One to the Contract with Daktronics for a new scoreboard control system for the Pinnacle Bank Arena for an increase of \$3,577.00 for a revised total amount not to exceed \$128,352.00. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)
7. WH 23-8 Resolution to approve a Right of Entry Agreement between the West Haymarket JPA and EADO, LLC to enter upon the property legally described as Lot 2, and Outlots A and B, West Haymarket 4th Addition to conduct Environmental and Geotechnical Testing on the property. (Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
8. WH 23-9 Resolution to approve a Unit Price Contract with Commonwealth Electric Company to upgrade the remaining Pinnacle Bank Arena exterior light fixtures with LEDs for a total amount not to exceed \$17,139.00, pursuant to Bid No. 23-055, to be paid out of the endowment fund. (Caleb Swanson)
 - Public Comment
 - (Staff recommendation: Approval)

**AGENDA FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD
THURSDAY, APRIL 27, 2023 AT 2:30 P.M.
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9. WH 23-10 Resolution to accept the financial audit and management letter and report from Forvis, LLP for the period ending August 31, 2022. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval)
10. WH 23-11 Resolution to approve a Real Property Agreement for transfers in West Haymarket 4th Addition with the City of Lincoln. (Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
11. Next Meeting Date: The next meeting date will be Friday, August 25, 2023 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
January 26, 2023

Meeting Began At: 2:36 P.M.

Meeting Ended At: 3:21 P.M.

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

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

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

Item 2 - Public Comment and Time Limit Notification.

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

Item 3 – Approval of the minutes from the JPA meeting held August 19, 2022.

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

Item 4 – Approval of the minutes from the JPA special meeting held October 27, 2022.

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

Item 5 – Approval of the Payment Register for August through December 2022 and review of the Expenditure Report as of December 31, 2022.

Lyn Heaton, Finance Director and JPA Treasurer, stated in reviewing the August through December 2022 payment register the expenditures total \$20,482,377.85 of which the major payments consisted of the following:

- \$16,749,516.78 to Union Bank & Trust Company for semiannual JPA Bond principal and interest.
- \$58,871.00 to City of Lincoln for annual maintenance of Festival Lot and Arena Drive.
- \$798,438.31 to City of Lincoln-Parking for June 2022 through October 2022 JPA parking garage management.
- \$1,126,652.35 to District Energy Corporation for the August through December 2022 West Haymarket billings. \$808,116.40 was billed back to customers (71.7%).
- \$17,500.00 to Forvis LLP for the West Haymarket JPA's annual financial audit.
- \$20,060.79 to Lancaster County Treasurer for annual West Haymarket maintenance special assessments on properties owned by the West Haymarket JPA.
- \$32,136.25 to MTZ Construction for ADA ramp improvements which was reimbursed with endowment funds.
- \$63,051.00 to City Risk Management for Fiscal Year 2022-23 insurance premiums.
- \$252,500.00 to University of Nebraska-Lincoln Athletics for Men's and Women's basketball season tickets for suites and loges.

- \$201,317.50 to City of Lincoln for 4th quarter Fiscal Year 2021-22 and 1st quarter Fiscal Year 2022-23 City staff costs as adopted in the 21-22 and 22-23 JPA Operating Budgets.
- \$1,129,006.43 to Pinnacle Bank Arena for the following:
 1. \$329,006.43 for arena repair, maintenance, and minor equipment for June 2022 through November 2022.
 2. \$300,000.00 for first and second quarter Fiscal Year 2022-23 annual operating increment.
 3. \$500,000.00 for first and second quarter Fiscal Year 2022-23 sponsorships with IMG.

Heaton explained for the fiscal year to date, occupation tax revenues are up 9.96% over last year's occupation tax revenues. As a comparison to the original projections when the arena was first opened, the JPA has collected occupation taxes equivalent to the estimate for the year 2037, so we are 15 years ahead of schedule according to the original projections. Cumulatively, compared to the original projections through December 2022 we are 19.66% ahead of original projections. Heaton presented a bar graph showing the actual revenues compared to the original projections of the occupation tax revenues and stated the JPA is doing very well.

Jane Kinsey, Watch Dogs of Lincoln Government, stated that we could say that occupation taxes save the day. When does this end, she asked Heaton. He explained the occupation taxes continue as long as there are payments scheduled on the bonds or through 2046. Kinsey questioned where the occupation taxes come from. Heaton explained they are collected from the occupation taxes at hotels, bars, restaurants, and on rental cars. She asked if there is enough to carry us if there is a dip. Heaton explained there are cash reserves that are also available and the cash balance as of recently is over \$35 million.

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

Item 6 – WH 23-1 Resolution to approve the Amended Operating Budget and Capital Improvement Program for the West Haymarket JPA for September 1, 2022 through August 31, 2023.

Heaton explained he is presenting an amendment to the FY22/23 budget in order to have it reflect the Board's decision for the contribution for the Lincoln Youth Complex in the amount of \$1,500,000.00. He presented a bar graph to the Board members and explained the impact this contribution would have on the financials in that the years 2023, 2024, 2025 the contributions fall under the planned and budgeted expenses and we maintain a reserve of a full year of the debt service operations, maintenance, depreciation, and replacement expenses. The Lincoln Youth Complex commissioned a study by Convention Sports and Leisure Consultant for an economic impact estimate and based on that study it was estimated that the JPA revenues would increase \$142,000.00 annually for occupation tax revenues, however, this is not reflected on the graph. Clare asked for confirmation that this graph only reflects the anticipated expenses but it does not reflect anticipated cash flow as a result of the baseball fields that would make the blue columns higher on the graph, and Heaton confirmed that was correct. Clare asked if the graph could be updated for the next meeting to reflect the increase in cash flow and Heaton agreed that can be done. Clare commented that this is a great investment for Lincoln.

Kinsey asked if the \$1,500,000.00 transfer of funds is from the cash reserves. Heaton explained this is a budgeted expense for the fiscal year that is built into the projections for the cash balance. It comes from the fund that all expenses are paid from and revenues are received. Kinsey asked if the cash balance is \$38 million for the end of the year which Heaton confirmed and stated this balance includes the occupation taxes collected.

Clare commented that with the budget we have, we spend \$1,500,000.00 for three consecutive years and we will still have a positive balance in our account, still be able to pay our bills, and still be able to maintain a positive cash flow. Heaton commented that a full year's worth of expenses as a reserve is a very strong reserve.

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

Item 7 - WH 23-2 Resolution to approve a Contract with AVaaSE for a digital sound processor for the Pinnacle Bank Arena for a total amount not to exceed \$9,324.00, pursuant to Quote No. 6565.

Ryan Weiss, Director of Operations at Pinnacle Bank Arena, stated the digital processor that controls the speakers and projects sound in the speakers in the restrooms and concourse underneath the scoreboard has gone out. He worked with City Purchasing and put out a request for a bid for this and AVaaSE won the bid. Ward asked if these are the original speakers and Weiss confirmed they are the original speakers and digital sound processor from ten years ago. He explained some of the amps were replaced last summer and they help project the sound throughout the building. Clare asked if the warranty is expired on this and Weiss confirmed it was as there was only a five year warranty on this equipment. Clare asked what the life expectancy is on this equipment and Weiss explained around 8 to 10 years for the digital sound processor.

Kinsey commented that things go out, but looking back at the Pinnacle Bank Arena it is a money pit and is not self-supporting.

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

Item 8 – WH 23-3 Resolution to approve an Amendment to Renew Agreement with Carbonhouse for website hosting and support services for the Pinnacle Bank Arena for a total amount not to exceed \$28,080.00.

Chris Connolly, City Law Department, explained this a contract for web hosting. This is specialized web hosting service that is connected into the industry and is used for ticket sales and all kinds of tasks that are needed in interfacing with the industry and customers for various shows. This will renew the current contract with Carbonhouse signed in 2020.

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

Item 9 – WH 23-4 Resolution to approve a Consultant Agreement with Five Nines Technology Group for Information Technology Services for the Pinnacle Bank Arena for a term of three years for a total amount not to exceed \$213,000.00.

Weiss explained this is a standard renewal. They would like to continue to use this service provided by Five Nines who is a local company and they do a lot for the arena. Five Nines are there for them 24/7.

Kinsey stated it is good to deal with local folks and help their budgets too.

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

Item 10 – WH 23-5 Resolution to approve a Contract with Daktronics for a new scoreboard control system for the Pinnacle Bank Arena for a total amount not to exceed \$124,775.00, pursuant to Quote-Requisition OR17554.

Weiss explained the scoreboard control is everything that puts the graphics on the scoreboard or ribbon board for concerts or different events like that. This is the main hub that controls the scoreboard. The Huskers have the same system that we want to get in order to have a lot of continuity and then we can get help from them if there is an issue down the road. With the current system we have we are currently buying parts on eBay just to get us along. The new system would be installed by the next basketball season. Daktronics is located throughout the country installing different control software. If the scoreboard ever goes out, we can use this control system to attach to new ribbon boards in the future. He explained they are projecting this to last eight to ten years as well. The current system has been in place since the building opened and has not yet been replaced.

Kinsey stated we applaud you for being responsible and getting parts as that's what people have to do in the ordinary scheme of life. They have to make do with their budgets.

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

Item 11 - Next Meeting Date.

The next meeting will be Thursday, April 27, 2023 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 12 – Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:21 p.m.

West Haymarket Joint Public Agency
Payment Register by Payee
01/01/2023 - 03/31/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Black Hills Energy - 98079								
	277 Pinnacle Arena Dr	2175603	06095	5825	Natural Gas	1/5/2023	181650	316.03
	277 Pinnacle Arena Dr	2179110	06095	5825	Natural Gas	2/2/2023	182959	392.56
	277 Pinnacle Arena Dr	2183789	06095	5825	Natural Gas	3/9/2023	185532	357.32
Total - Black Hills Energy - 98079								1,065.91
City of Lincoln - Accounting Dept - 120272								
	City Staff 2nd qtr 2022-2023	2183785	06095	5621	Misc Contractual Services	3/8/2023	637867	98,372.75
Total - City of Lincoln - Accounting Dept - 120272								98,372.75
City of Lincoln - Parking - 431100								
	Parking November 2022	2175604	06095	5643.63	Deck 3 Mgmt Services	1/4/2023	636984	39,170.07
	Parking November 2022	2175604	06095	5643.62	Deck 2 Mgmt Services	1/4/2023	636984	33,121.99
	Parking November 2022	2175604	06095	5643.61	Deck 1 Mgmt Services	1/4/2023	636984	43,172.30
	JPA Paring Garage Mgmt 12/22	2179111	06095	5643.61	Deck 1 Mgmt Services	2/1/2023	637426	49,717.61
	JPA Paring Garage Mgmt 12/22	2179111	06095	5643.62	Deck 2 Mgmt Services	2/1/2023	637426	30,242.81
	JPA Paring Garage Mgmt 12/22	2179111	06095	5643.63	Deck 3 Mgmt Services	2/1/2023	637426	36,009.85
	JPA Parking Garage Mgmt 01/23	2184971	06095	5643.61	Deck 1 Mgmt Services	3/15/2023	638009	65,615.70
	JPA Parking Garage Mgmt 01/23	2184971	06095	5643.62	Deck 2 Mgmt Services	3/15/2023	638009	51,281.28
	JPA Parking Garage Mgmt 01/23	2184971	06095	5643.63	Deck 3 Mgmt Services	3/15/2023	638009	56,998.08
	JPA Parking Garage Mgmt 02/23	2186077	06095	5643.61	Deck 1 Mgmt Services	3/22/2023	638162	55,036.90
	JPA Parking Garage Mgmt 02/23	2186077	06095	5643.62	Deck 2 Mgmt Services	3/22/2023	638162	52,728.83
	JPA Parking Garage Mgmt 02/23	2186077	06095	5643.63	Deck 3 Mgmt Services	3/22/2023	638162	50,275.78
Total - City of Lincoln - Parking - 431100								563,371.20
City Treasurer - 101418								
	November credit card fees	2177118	06095	5996	Credit Card/Bank Fees	1/18/2023	637127	27.50
Total - City Treasurer - 101418								27.50
County/City Property Management - 77921								
	JPA Acct 209-1	2178041	06095	5261	Postage	1/26/2023	182731	79.27
	JPA Acct #209-1	2181211	06095	5261	Postage	2/16/2023	184158	271.18
	JPA Acct #209-1	2184965	06095	5261	Postage	3/16/2023	186123	159.84
Total - County/City Property Management - 77921								510.29
District Energy Corp - 588846								
	Customer Id 0005	2177117	06095	5835	Thermal Heating & Cooling	1/19/2023	182578	267,789.55
	Customer Id 0005	2181207	06095	5835	Thermal Heating & Cooling	2/16/2023	184289	275,639.65

West Haymarket Joint Public Agency
Payment Register by Payee
01/01/2023 - 03/31/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
	Customer Id 0005	2184969	06095	5835	Thermal Heating & Cooling	3/16/2023	186235	268,521.65
Total - District Energy Corp - 588846								811,950.85
Lee Enterprises Inc - 38391								
	Acct 118-60115244	2182080	06095	5952	Advertising/Media Service	2/23/2023	184623	56.53
Total - Lee Enterprises Inc - 38391								56.53
Lincoln Electric System - 53356								
	200 N 7th St	2176045	06095	5821	Electricity - Bldg - Grnds	1/12/2023	182016	123.07
	605 N 8th St Pk Lot LGH	2176044	06095	5821	Electricity - Bldg - Grnds	1/12/2023	182016	50.85
	277 Pinnacle Arena Dr	2176043	06095	5821	Electricity - Bldg - Grnds	1/12/2023	182016	539.00
	277 Pinnacle Arena Dr	2181215	06095	5821	Electricity - Bldg - Grnds	2/16/2023	184134	477.76
	200 N 7th St	2181217	06095	5821	Electricity - Bldg - Grnds	2/16/2023	184134	120.18
	605 N 8th St Pk Lot LGH	2181219	06095	5821	Electricity - Bldg - Grnds	2/16/2023	184134	48.25
	605 N 8th St Pk Lot LGH	2183790	06095	5821	Electricity - Bldg - Grnds	3/9/2023	185497	48.48
	200 N 7th St	2183791	06095	5821	Electricity - Bldg - Grnds	3/9/2023	185497	120.40
	277 Pinnacle Arena Dr	2183792	06095	5821	Electricity - Bldg - Grnds	3/9/2023	185497	488.04
Total - Lincoln Electric System - 53356								2,016.03
Lincoln Water System - 98415								
	277 Pinnacle Arena Dr	2182081	06095	5830	Water	2/22/2023	637727	254.07
Total - Lincoln Water System - 98415								254.07
Lincoln Youth Complex - 627583								
	WHJPA - Lincoln Youth Complex	2186075	06095	5988	Transfer of Funds	3/22/2023	638219	1,500,000.00
Total - Lincoln Youth Complex - 627583								1,500,000.00
Midwest Alarm Services - 620543								
	Customer 900508-11	2177116	06095	5683.05	Fire Alarm Monitoring	1/19/2023	182642	33.90
	Customer 900508-11	2181209	06095	5683.05	Fire Alarm Monitoring	2/16/2023	184380	33.90
Total - Midwest Alarm Services - 620543								67.80
Olsson Inc - 37233								
	ON CALL SERV WH01283	2179143	06095	5628	Consultant Services	2/2/2023	182922	1,090.00
	ON CALL SERV WH01283	2183794	06095	5628	Consultant Services	3/9/2023	185484	291.75

West Haymarket Joint Public Agency
Payment Register by Payee
01/01/2023 - 03/31/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Total - Olsson Inc - 37233								
								1,381.75
Overhead Door Company of Lincoln Inc - 34059								
	Amtrak 2/13/23	2182942	06095	5870	Other Bldg Maintenance	3/1/2023	637780	171.06
Total - Overhead Door Company of Lincoln Inc - 34059								
								171.06
Pinnacle Bank Arena - 604774								
	Arena Repairs/Maint/CIP 12/22	2179112	06095	6069	Data Processing Euipment	2/2/2023	183026	11,777.70
	Arena Repairs/Maint/CIP 12/22	2179112	06095	5870	Other Bldg Maintenance	2/2/2023	183026	43,647.06
	Arena Repairs/Maint/CIP 01/23	2182944	06095	5870	Other Bldg Maintenance	3/2/2023	185138	25,894.32
	Arena Repairs/Maint/CIP 01/23	2182944	06095	6068	Concession Equipment	3/2/2023	185138	179.70
	Arena Repairs/Maint/CIP 01/23	2182944	06095	6072	Furniture & Fixtures	3/2/2023	185138	3,759.92
	Sponsorship/Op Increment Qtr 3	2186076	06095	5643	Management Services	3/23/2023	186824	250,000.00
	Sponsorship/Op Increment Qtr 3	2186076	06097	5643	Management Services	3/23/2023	186824	150,000.00
	Arena Repairs/Maint/CIP 02/23	2187143	06095	5870	Other Bldg Maintenance	3/30/2023	187303	22,375.44
	Arena Repairs/Maint/CIP 02/23	2187143	06095	6068	Concession Equipment	3/30/2023	187303	419.30
	Arena Repairs/Maint/CIP 02/23	2187143	06095	6076	Miscellaneous Equipment	3/30/2023	187303	25,073.60
Total - Pinnacle Bank Arena - 604774								
								533,127.04
Project Control of Texas, Inc - 598263								
	PROJECT MGT SERVICES	2179135	06095	5621	Misc Contractual Services	2/2/2023	183016	2,353.75
	PROJECT MGT SERVICES	2182082	06095	5621	Misc Contractual Services	2/23/2023	184706	362.25
	PROJECT MGT SERVICES	2186085	06095	5621	Misc Contractual Services	3/23/2023	186816	678.00
Total - Project Control of Texas, Inc - 598263								
								3,394.00
Public Building Commission - 102154								
	Space Rental 01/23	2176038	06095	5931	Parking Rent Bldg Comm	1/12/2023	182040	8.75
	Space Rental 01/23	2176038	06095	5928	Rent of Co/ City Bldg Space	1/12/2023	182040	86.10
	Space Rental 02/23	2181208	06095	5928	Rent of Co/ City Bldg Space	2/16/2023	184191	86.10
	Space Rental 02/23	2181208	06095	5931	Parking Rent Bldg Comm	2/16/2023	184191	8.75
	Space Rental 3/23	2184967	06095	5928	Rent of Co/ City Bldg Space	3/16/2023	186151	86.10
	Space Rental 3/23	2184967	06095	5931	Parking Rent Bldg Comm	3/16/2023	186151	8.75
Total - Public Building Commission - 102154								
								284.55
Risk Management - 120299								
	Property Insurance 22-2023	2178046	06095	5795	Misc Insurance Floater	1/25/2023	637271	4,587.00
	Property Insurance 22-2023	2178046	06095	5786	Property	1/25/2023	637271	251,615.00

**West Haymarket Joint Public Agency
Payment Register by Payee
01/01/2023 - 03/31/2023**

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Total - Risk Management - 120299								256,202.00
Sara McArdle - 486514								
	Occ Tax Refund	2183395	06095	3080.01	Occ Tax Bar/Restaurant	2/28/2023	32459	976.24
Total - Sara McArdle - 486514								976.24
Secretary of State - 89156								
	WHJPA Biennial Report 23-24	2183786	06095	5993	Fees Paid to State of NE	3/8/2023	637864	30.00
Total - Secretary of State - 89156								30.00
SMG - 596579								
	Incentive Fee FYE 8/31/2022	2177119	06095	5643	Management Services	1/19/2023	182588	186,467.00
Total - SMG - 596579								186,467.00
Union Bank & Trust Company - 324566								
	WHJPA Series 2010C 1/22-12/22	2176041	195021	6233	Bd Trustee Pmt-Serv Chg	1/11/2023	637043	524.00
	WHJPA Series 2010B 1/22-12/22	2176040	195021	6233	Bd Trustee Pmt-Serv Chg	1/11/2023	637043	524.00
	WHJPA Series 2013 1/22-12/22	2176039	195041	6233	Bd Trustee Pmt-Serv Chg	1/11/2023	637043	524.00
Total - Union Bank & Trust Company - 324566								1,572.00
University of Nebraska-Lincoln - 118009								
	Loge & Suite WNIT tickets	2187142	06095	5621	Misc Contractual Services	3/29/2023	638249	11,000.00
Total - University of Nebraska-Lincoln - 118009								11,000.00
Visual Edge IT Inc - 616389								
	Copier	2175245	06095	5762	Photocopying	1/12/2023	182155	21.83
	Copier	2179651	06095	5762	Photocopying	2/9/2023	183662	7.70
	Copy Machine	2183188	06095	5762	Photocopying	3/2/2023	185163	6.63
	Copy Machine	2186953	06095	5762	Photocopying	3/30/2023	187329	0.57
Total - Visual Edge IT Inc - 616389								36.73
Wilkins ADP - 627304								
	Blue 3 Garage Refund	2180397	06096	3941.63	Deck 3 Lease	2/15/2023	637711	95.00
Total - Wilkins ADP - 627304								95.00

**West Haymarket Joint Public Agency
Payment Register by Payee
01/01/2023 - 03/31/2023**

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Windstream - 76881								
	402-477-6387	2176042	06095	5829	Telephone	1/12/2023	182025	112.46
	402-477-6387	2181213	06095	5829	Telephone	2/16/2023	184153	113.68
	402-477-6387	2183787	06095	5829	Telephone	3/9/2023	185516	113.68
Total - Windstream - 76881								339.82
Grand Total								3,972,770.12

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 03/31/2023**

Fund Group	Original Budget YTD March 2023	Prior Year Carryover and Revisions YTD March 2023	Total Budget YTD March 2023	Actual YTD March 2023	Encumbered YTD March 2023	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	1,059.38	0.00	1,940.62
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
Total - 11 - Materials & Supplies	3,750.00	0.00	3,750.00	1,059.38	0.00	2,690.62
12 - Other Services & Charges						
5621. - Misc Contractual Services	822,362.00	35,495.00	857,857.00	531,545.50	74,000.75	252,310.75
5624. - Auditing Service	20,300.00	0.00	20,300.00	23,100.00	0.00	-2,800.00
5628. - Consultant Services	73,074.00	11,186.00	84,260.00	1,381.75	23,124.25	59,754.00
5631. - Data Processing Service	749.00	0.00	749.00	749.00	0.00	0.00
5633. - Software	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
5635. - Delivery Service	500.00	0.00	500.00	0.00	0.00	500.00
5643. - Management Services	1,786,500.00	0.00	1,786,500.00	1,386,467.00	0.00	400,033.00
5643.61 - Deck 1 Mgmt Services	872,850.00	0.00	872,850.00	449,336.36	0.00	423,513.64
5643.62 - Deck 2 Mgmt Services	518,409.00	0.00	518,409.00	362,046.62	0.00	156,362.38
5643.63 - Deck 3 Mgmt Services	602,948.00	0.00	602,948.00	382,257.23	0.00	220,690.77
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Fire Alarm Monitoring	650.00	0.00	650.00	303.40	0.00	346.60
5762. - Photocopying	400.00	0.00	400.00	82.24	0.00	317.76
5763. - Printing	200.00	0.00	200.00	0.00	0.00	200.00
5783. - General Liability	32,774.00	0.00	32,774.00	32,774.00	0.00	0.00
5786. - Property	251,615.00	0.00	251,615.00	251,615.00	0.00	0.00
5794. - Public Officials	30,277.00	0.00	30,277.00	30,277.00	0.00	0.00
5795. - Misc Insurance Floater	4,587.00	0.00	4,587.00	4,587.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	7,000.00	0.00	7,000.00	5,048.90	0.00	1,951.10
5825. - Natural Gas	1,800.00	0.00	1,800.00	1,537.18	0.00	262.82
5829. - Telephone	1,550.00	0.00	1,550.00	910.93	0.00	639.07
5830. - Water	1,700.00	0.00	1,700.00	740.22	0.00	959.78
5835. - Thermal Heating & Cooling	3,460,000.00	0.00	3,460,000.00	1,707,815.55	0.00	1,752,184.45
5856. - City Share Linc Center Maint	21,000.00	0.00	21,000.00	20,060.79	0.00	939.21
5862. - Grounds Maintenance	15,000.00	0.00	15,000.00	4,417.05	0.00	10,582.95
5870. - Other Bldg Maintenance	416,724.00	0.00	416,724.00	259,091.15	0.00	157,632.85
5928. - Rent of Co/City Bldg Space	1,055.00	0.00	1,055.00	602.70	0.00	452.30
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	61.25	0.00	43.75
5952. - Advertising/Media Serv	1,560.00	0.00	1,560.00	102.88	0.00	1,457.12
5988. - Transfer of Funds	0.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00
5993. - Fees Paid to State of NE	45.00	0.00	45.00	30.00	0.00	15.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	162.14	0.00	7,337.86
Total - 12 - Other Services & Charges	9,053,734.00	1,546,681.00	10,600,415.00	6,957,102.84	97,125.00	3,546,187.16

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 03/31/2023**

Fund Group	Original Budget YTD March 2023	Prior Year Carryover and Revisions YTD March 2023	Total Budget YTD March 2023	Actual YTD March 2023	Encumbered YTD March 2023	Available Balance
13 - Capital Outlay - Equipment						
6068. - Concession Equipment	475,000.00	0.00	475,000.00	10,814.40	0.00	464,185.60
6069. - Data Processing Equipment	0.00	0.00	0.00	25,011.90	0.00	-25,011.90
6072. - Furniture & Fixtures	0.00	0.00	0.00	3,759.92	0.00	-3,759.92
6076. - Miscellaneous Equipment	953,000.00	0.00	953,000.00	45,836.97	0.00	907,163.03
Total - 13 - Capital Outlay - Equipment	1,428,000.00	0.00	1,428,000.00	85,423.19	0.00	1,342,576.81
14 - Capital Outlay - Improvements						
6132. - Buildings	2,435,000.00	0.00	2,435,000.00	6,118.28	0.00	2,428,881.72
6140. - Grounds Improvements	769,600.00	0.00	769,600.00	0.00	0.00	769,600.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	3,301,800.00	0.00	3,301,800.00	6,118.28	0.00	3,295,681.72
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	2,720.00	0.00	0.00
6234. - Bd Trustee Pmt-Principal	9,750,000.00	0.00	9,750,000.00	9,750,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	13,816,159.00	0.00	13,816,159.00	6,998,368.78	0.00	6,817,790.22
Total - 15 - Debt Service	23,568,879.00	0.00	23,568,879.00	16,751,088.78	0.00	6,817,790.22
Total - 00950 - West Haymarket Revenue	37,356,163.00	1,546,681.00	38,902,844.00	23,800,792.47	97,125.00	15,004,926.53
Total - 51 - JPA	37,356,163.00	1,546,681.00	38,902,844.00	23,800,792.47	97,125.00	15,004,926.53

West Haymarket Joint Public Agency
Statement of Revenues and Expenditures
 As of 03/31/2023

	JPA Fund 950	JPA Fund 951	JPA Funds 952-956	JPA Total
Revenues:				
Occupation Taxes	12,210,033.24			12,210,033.24
Intergovernmental	1,776,472.72			1,776,472.72
Permits & Fees - P/F	1,386.00			1,386.00
Reimbursement for Serv -R/S	1,304,740.36			1,304,740.36
Interest	284,234.07	4,513.40		288,747.47
Suite and Premium Seating	650,715.90			650,715.90
Facility Lease & Other Rent	45,940.65			45,940.65
Parking Revenue - R/S	2,163,688.87			2,163,688.87
Naming Rights & Sponsorship	520,000.00			520,000.00
Miscellaneous	5,009.29			5,009.29
Total Revenue	18,962,221.10	4,513.40		18,966,734.50
Expenditures:				
General Government	7,049,703.69			7,049,703.69
Debt Service-Service Charge	2,720.00			2,720.00
Debt Service P & I	16,748,368.78			16,748,368.78
Total Expenditures	23,800,792.47			23,800,792.47
Excess (Deficiency) of Revenue Over Expenditures	(4,838,571.37)	4,513.40		(4,834,057.97)
Other Financing Sources (Uses):				
Operating Transfers In	311,561.00			311,561.00
Total Other Financing Sources (Uses)	311,561.00			311,561.00
Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses	(4,527,010.37)	4,513.40		(4,522,496.97)
Fund Balance Beginning of Year				46,481,954.09
Fund Balance End of Year				41,959,457.12

Pinnacle Bank Arena
Income Statement
For the Seven Months Ending March 31, 2023

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 441,375	524,250	(82,875)	\$ 886,600
Service Revenue	788,538	1,289,100	(500,562)	2,326,075
Service Expenses	(1,330,964)	(1,805,349)	474,385	(3,035,943)
Total Direct Event Income	(101,051)	8,001	(109,052)	176,732
Ancillary Income				
F & B Concessions	1,474,679	1,491,080	(16,401)	1,896,690
F & B Catering	222,622	289,803	(67,181)	359,302
Novelty Sales	48,711	64,139	(15,428)	105,882
F & B Premium	176,287	115,891	60,396	144,298
Parking	262,725	266,198	(3,473)	279,577
Total Ancillary Income	2,185,024	2,227,111	(42,087)	2,785,749
Other Event Income				
Premium	38,859	56,400	(17,541)	81,800
Ticket Commissions	436,077	504,490	(68,413)	975,152
Facility Fees	152,003	180,366	(28,363)	372,060
Total Other Event Income	626,939	741,256	(114,317)	1,429,012
Total Event Income	2,710,912	2,976,368	(265,456)	4,391,493
Other Operating Income	714,049	607,544	106,505	1,049,000
JPA Operational Increment	350,000	350,000	0	600,000
Adjusted Gross Income	3,774,961	3,933,912	(158,951)	6,040,493
INDIRECT EXPENSES				
Salaries & Wages	2,394,067	2,597,133	(203,066)	4,058,075
Payroll Taxes & Benefits	447,974	596,925	(148,951)	1,023,270
Labor Allocations to Events	(1,000,910)	(1,105,292)	104,382	(1,500,652)
Net Salaries and Benefits	1,841,131	2,088,766	(247,635)	3,580,693
Contracted Services	282	2,331	(2,049)	4,000
General and Administrative	286,582	318,072	(31,490)	472,800
Operating	41,882	55,372	(13,490)	83,200
Repairs & Maintenance	3,231	3,794	(563)	6,500
Operational Supplies	49,144	88,859	(39,715)	149,500
Insurance	217,143	206,169	10,974	342,800
Utilities	684,886	696,831	(11,945)	1,171,000
Other	3,073	0	3,073	0
SMG Management Fees	136,052	134,169	1,883	230,000
Total Indirect Expenses	3,263,406	3,594,363	(330,957)	6,040,493
Net Income (Loss)	511,555	339,549	172,006	0
Beginning Retained Earnings	1,696,247	1,696,247	0	1,696,247
Net Income (Loss)	511,555	339,549	172,006	0
Ending Retained Earnings	\$ 2,207,802	\$ 2,035,796	172,006	1,696,247

RESOLUTION NO.

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

3 That the attached Contract between the West Haymarket Joint Public Agency and Striv
4 AV, LLC for a new video wall system at the Pinnacle Bank Arena, for a total amount not to exceed
5 \$120,050.00, pursuant to Bid No. 22-279, is hereby approved and the Chairperson of the West
6 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
7 Contract.

Adopted this _____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

CONTRACT DOCUMENTS

***West Haymarket Joint Public Agency
Lincoln, Nebraska***

**Video Wall for Pinnacle Bank Arena
Bid No. 22-279**

**Striv AV, LLC
965 Main Street
PO Box 678
Henderson, NE 68371
(402) 509-5021**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Striv AV, LLC, 965 Main Street, PO Box 678, Henderson, NE 68371** hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, 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:

Video Wall for Pinnacle Bank Arena, Bid No. 22-279

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 publicly opened, 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 Line Items 1 and 2 of Contractor's 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 \$120,050.00.

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 be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
- 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. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The installation, training and video walls shall be operating by June 1, 2023.

9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Accepted Proposal (including Addendums 1-6)
3. Insurance Certificate with Endorsements
4. Addendum 4 - Changes to specifications that are highlighted
5. Specifications
6. Instructions to Bidders
7. Insurance Requirements
8. Employee Classification Act, Executive Order 83319
9. Employee Classification Act Affidavit
10. Construction Bonds
11. Sales Tax Exemption Forms 13 & 17
12. Notice to Bidders

* If 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.

IN WITNESS WHEREOF, the Contractor and JPA do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

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

Approved by:

Executive Order No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Striv AV, LLC
Name of Organization

AV Design & Installation
Type of Organization

965 N. main St. Henderson, NE 68321
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

West Haymarket Joint Public Agency Signature Page

**CONTRACT
Video Wall for Pinnacle Bank Arena
Bid No. 22-279
West Haymarket Joint Public Agency
Striv Av, LLC**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

Secretary

WEST HAYMARKET JOINT PUBLIC AGENCY

Leirion Gaylor Baird, Chair of the West Haymarket Joint
Public Agency Board of Representatives

Approved by Resolution No. _____

Dated: _____

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond

Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No.1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)

Prepared by the Engineers' Joint Contract Documents Committee

Performance Bond

107677129

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Striv AV, LLC
965 Main Street
Henderson, NE 68371

SURETY (Name and Principal Place of Business):

Farmington Casualty Company
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

West Haymarket Joint Public Agency
City of Lincoln, 555 South 10th Street Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred Twenty Thousand Fifty And No/100 (\$120,050.00)

Description (Name and Location):

For all labor, material and equipment necessary for Video Wall for Pinnacle Bank Arena, Bid No 22-279

BOND

Date (Not earlier than Construction Contract Date): 3/6/2023

Amount: One Hundred Twenty Thousand Fifty And No/100 (\$120,050.00)

Modifications to this Bond Form: None

Striv AV, LLC

CONTRACTOR AS PRINCIPAL
Company

(Corp. Seal)

Signature: _____

Name and Title: _____

Taylor Siebert
President/CEO

Farmington Casualty Company

SURETY
Company

(Corp. Seal)

Signature: _____

Name and Title: James M. King Attorney-in-Fact

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

- 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
- 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1,

4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Gene Lilly Surety Bonds, Inc., 735 S. 56th Street
Lincoln, NE 68510 (402) 475-7700

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Striv AV, LLC
965 Main Street
Henderson, NE 68371

SURETY (Name and Principal Place of Business):

Farmington Casualty Company
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

West Haymarket Joint Public Agency
City of Lincoln, 555 South 10th Street Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred Twenty Thousand Fifty And No/100 (\$120,050.00)

Description (Name and Location):

For all labor, material and equipment necessary for Video Wall for Pinnacle Bank Arena, Bid No 22-279

BOND

Date (Not earlier than Construction Contract Date): 3/6/2023

Amount: One Hundred Twenty Thousand Fifty And No/100 (\$120,050.00)

Modifications to this Bond Form: None

Striv AV, LLC
CONTRACTOR AS PRINCIPAL
Company

(Corp. Seal)

Signature: _____

Name and Title: _____

Taylor Siebert
President/CEO

Farmington Casualty Company
SURETY
Company

(Corp. Seal)

Signature: _____

Name and Title: James M. King

Attorney-in-Fact

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

Reprinted 10/90

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim; stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner. Within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

funds earned by the Contractor in the performance of Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expense of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor service was performed by anyone or the last materials or equipment was furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and, all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Gene Lilly Surety Bonds, Inc, 735 S. 56th Street
Lincoln, NE 68510 (402) 475-7700



Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint **Seth P. Weedlin, Jacob J. Buss, Robert T. Cirone, James M. King, and Thomas L. King** of Lincoln, Nebraska, its true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this Instrument to be signed, and its corporate seal to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 6th day of May, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Farmington Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Farmington Casualty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this 6th day of March, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Taylor Siebert, do hereby certify that all equipment to be used on City Bid No. 22-279, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in York County, Nebraska.

DATED this 2 day of March, 2023.

By: [Signature]
Title: CEO/President

STATE OF NEBRASKA

)
) ss.
)

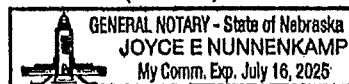
COUNTY OF York

On March 2, 2023, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Taylor Siebert, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

[Signature]
Notary Public

(SEAL)



EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, Taylor Siebert herein below known as the Contractor, state under oath and swear as follows:

1. Each Individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 Immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any Individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

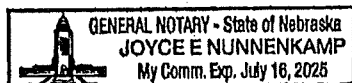
PRINT NAME: Taylor Scott Siebert
(First, Middle, Last)

SIGNATURE: [Signature]

TITLE: President

State of Nebraska)
) ss.
County of York)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 17 day of February, 2023



[Signature]
Notary Public



22-279 Addendum 6

Striv AV, LLC

Supplier Response

Event Information

Number: 22-279 Addendum 6
Title: Video Wall for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 12/14/2022
Deadline: 1/4/2023 12:00 PM (CT)

Contact Information

Contact: Sharon Mulder Assistant Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Striv AV, LLC Information

Contact: Tim McPherson
Address: 965 Main Street
PO BOX 678
Henderson, NE 68371
Phone: (402) 509-5021
Email: tim@strivav.com
Web Address: WWW.STRIVAV.COM

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

Roger Harpster

Signature

Submitted at 1/4/2023 10:48:15 AM (CT)

roger@strivav.com

Email

Response Attachments

Striv AV Bond Scan for 2.0 mm Screens.jpg

The attached scanned check is for a 2.0 It will cover either two 3x3's and one 7x3 Samsung LED Installand will easily cover a 2.5 mm depending on your decision. Thank You.

2nd BOND Check to cover 1.5mm install if chosen by PBA.jpg

This check (625028) combined with check 625026 will cover bond requirement needs for the 1.5mm option we are submitting. This would be the largest amount necessary. Check 625026 was mailed out on 1/3/2023 which should arrive on Thursday, 1/5/2023. Check 625028 mailed today on 1/4/2023 and should arrive Friday, 1/6/2023.

Bid Attributes

1 Agreement to Addendum No. 6

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

QUESTIONS

1. Does PBA have single or dual man lifts that we can use. If not, is there capacity of using our own powered lifts with access to get them to the second floor?

A) The PBA has two (2) scissors lift available. Contractors are required to have their own harness to use our lifts.

2. Regarding the two walls - Addendum 4 – Response to question 1 states "Please ignore the 9.447 W x 5.313H. We are looking for (2) 3 x 3 video walls to fit on the wall. Actual size of space is 25'W x 8'H," but Addendum 5 – Response to question 1 states "Specific size for each to be at least 9'W x 5' to 6' high" and response to question 2 states "The intent is to have (2) separate LED displays on the blank wall running two different ads." These are contradictory both as to whether the solution will be a DV LED or LCD as well as the size of the space for the installation, please clarify which is correct.

A) Please follow Addendum 5. The two video walls to be at least 9'W x 5' or 6'H.

3. Regarding the two walls - Addendum 4 – Response to question 3 states that the outlets are not dedicated, without dedicated outlets, we cannot guarantee continuity in the video signal, will power conditioning products be an acceptable add / alternate to account for this?

A) Yes

4. Regarding the LED wall above the escalator - For the adjustable brightness on the LED wall(s), is this intended to be a manual process through the control system or automated through the use of an ambient light sensor?

A) Automated through the use of light sensor would be ideal but manual process would be acceptable.

5. Regarding the LED wall above the escalator – Assuming the final solution will be a 2.5mm pixel pitch, the resolution for the escalator as it stands would be approximately 2880 pixels wide by 540 pixels high, please confirm this is the intent.

A) As long as it all fits within the space provided. We have asked for additional pricing on 2.0mm and 1.5mm.

6. General – Addendum 3 – Response to question 9 – Is there an existing digital signage platform on premises or cloud based that would be integrated with or should a complete solution including licensing, management, player(s) software, etc... be provided?

A) The current platform is Cisco vision. We are looking for complete solution.

7. General – Considering the location of these walls, will this work be performed during normal business hours or will it need to be night / weekend work?

A) Work will be performed during normal business hours.

8. General – Will proper disposal of the existing equipment need to be included in the bid or will the equipment be removed and handed off to local personnel?

A) Equipment will be handed off to local personnel.

9. General – It is stated that Pinnacle Bank Arena will provide data, will these cables be certified or does certification need to be included in the bid response?

A) We have Cat6 data already running to these locations.

10. General - Please confirm that the Liquidated Damages clause call out in the "City of Lincoln 2023 Standard Specifications" we be enforced for this project If not completed by April 1, 2023.

A) We have extended the deadline for install to be within 150 days or by June 1st from the time of the awarded bid.

11. General - When will the city award the project?

A) When all quotes are reviewed and approved by JPA board.

12. General - Will the city choose a single vendor for the entire project?

A) Yes.

13. General - Please consider extending the bid closed date due to the difficulty gathering all the needed information to provide a response during the holiday season. Many manufacturers are closed or have reduced staff the week of December 26th – December 30th.

A) Due to this addendum being issued today, the bid will close on Tuesday, January 4, 2023.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

2 Agreement to Addendum No. 5

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

1. I have some additional questions regarding the updated spec. You reference two (2) video walls in a 3x3 configuration. It is difficult to price that based on that info shared. 3x3 configuration is typically not terminology used in a direct view LED display. 3x3 would typically be used when discussing the displays the facility currently has using LCD displays.

A) Specific size for each to be at least 9'W x 5' to 6' high.

2. For item 2.2.1 can you provide a more specific size of what is expected for the new 3 x 3 video sizes? Is it the intent to have two separate displays or is it the desire to have one direct view LED display similar to the display in 2.1?

A) The intent is to have (2) separate LED displays on the blank wall running two different ads.

3. Bid closing has been extended and will close on Friday, December 30th at 12:00 p.m.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

3 Agreement to Addendum No. 4

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

QUESTIONS

1. Can you clarify the size of the displays noted in 2.2.1 of the bid spec. Spec reads Install (2) new LED video wall 3 x 3 – 9.447 W x 5.313 H.

• Is the 3x3 part of the size or is the size of each 9.447' wide x 5.313' high?

Please ignore the 9.447 W x 5.313H. We are looking for (2) 3 x 3 video walls to fit on the wall. Actual size of space is 25'W x 8'H.

2. Answer to question #7 notes existing power is to be used. Can you confirm how many total amps/ total circuits are available at each location?

Current video wall - 3 circuits, 4 outlets per circuit/ 20amp. Blank wall has 2 circuits, 4 outlets per circuit/ 20amps

3. Is each outlet a dedicated 120V circuit? How many amps each?

Each outlet is not dedicated. 4 outlets/20amp per circuit.

4. Further clarification on question #3. You note 1080x1920 or better for resolution but also reference 2.5mm in the spec for all the displays. In a 2.5mm you cannot meet the resolution of 1080x1920 (Section 2.2) for the two new displays and for the escalator display (section 2.1) it is not in a 16:9 ratio. Can you provide further clarification on the desired pixel pitch and/or resolution? **Do to our sponsors, we would like the pricing for the following pixel pitch - P2.5, P2.0 and 1.5. For each Pix pitch quoted, please provide the resolution.**

5. Changes to the specifications attached and are in highlights.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

4 Agreement to Addendum No. 3

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

QUESTIONS:

1. What Source equipment will the owner provide?

We provide a computer if needed.

2. How many sources do they want to show on each wall at the same time?

The wall above the escalator, each advertisement will be on a rotation, play video and cover the entire the wall. The 2 individual walls, one wall will have a still graphic with the option to rotational and to play video.

3. What is the minimum / maximum resolutions that are acceptable?

The minimum resolution needs to 1920*1080 or Better.

4. What brightness do they want the LED Walls to be?

We need the capability of being able to change the brightness when needed.

5. How far are the cabling runs to the rack location?

The 2 video walls has a 190' run and big video wall has 90' run to telecom room.

6. Will an AV rack be provided with available power inputs?

Yes

7. Will the owner provide the needed power outlets at the LED wall locations?

Yes, data - Cat6 and Power 120v is on existing walls. You must be able to use existing power.

8. What brand of control system is desired?

Control system is based on the recommendation of the provider.

9. Is a digital signage software platform or subscription supposed to be provided in this proposal?

Yes

10. Does the depth of the LED wall need to be sub 4"?

The depth of the wall needs to be tight to the wall as possible and all video wall components need to be front serviceable.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

5 Agreement to Addendum No. 2

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

Question:

1. Is the Site Visit mandatory?

No, the pre-bid/site visit is not mandatory

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

6 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

1. **A pre-bid meeting has been set up for Monday, December 19, 2022, at 1:30 p.m.**

Please meet at the Pinnacle Bank Arena located at 400 Pinnacle Bank Arena on the north side of the building. Go through security entrance, lot 4 and meet between the two (2) emergency generators.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

7 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes (Yes)

8 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage and comply with each provision listed in the **Insurance Requirements** form, including the submission of the **Certificate of ACORD** and the applicable **endorsements**.

Insurance Certificate and required endorsements are required at time of contract execution by awarded vendor.

Vendors 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 (Yes)

9 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes (Yes)

10 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes (Yes)

11 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will 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/PO to be awarded.

Joyce Nunnenkamp joyce@strivav.com 402-275-5888

12 Bid Bond Submission - County

I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. Failure to submit bid bond within three (3) days may result in rejection of bid.

YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!

I have scanned and attached my bid bond.

13 Performance/Payment Bonds

I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project.

☒ Yes (Yes)

14 Contract

Name of person submitting this bid:

Roger Harpster

1 5	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. <input checked="" type="checkbox"/> Yes (Yes)
1 6	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 <input checked="" type="checkbox"/> Yes (Yes)
1 7	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. <input checked="" type="checkbox"/> Yes (Yes)
1 8	Recycling of Corrugated Cardboard I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling for more information on City of Lincoln recycling programs. <input checked="" type="checkbox"/> Yes (Yes)
1 9	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. <div style="border: 1px solid black; padding: 2px;">NO</div>
2 0	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 a 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.) <input checked="" type="checkbox"/> Yes (Yes)

2 **Electronic Signature****1** Please check here for your electronic signature.☒ Yes (Yes)**Bid Lines****1** Video Wall, LED, 24' W x 4' 7" HQuantity: 1 UOM: EA Unit Price: \$59,675.00 Total: \$59,675.00

Item Notes: Price shall include the removal of the existing video wall and installation of new one.

Video shall be P2.5 of better

Item Attributes**1. Manufacturer**

Please provide manufacturer of video wall providing.

Samsung IE015A**2. Pixel Ratio**

Please provide pixel ratio of video wall providing.

2.5 mm Pitch 1920 x 1080**Alternate 1**Samsung 2.0 mm Pitch Finer Alternate Option for closer viewingQuantity: 1 UOM: EA Unit Price: \$85,533.00 Total: \$85,533.00Manufacturer: SamsungManufacturer #: IE020R**Item Attributes****1. Manufacturer**

Please provide manufacturer of video wall providing.

Samsung IE025R**2. Pixel Ratio**

Please provide pixel ratio of video wall providing.

2.0 mm Pitch 1920 x 1080**Alternate 2**Samsung 1.5 mm Pitch Finer Alternate OptionQuantity: 1 UOM: EA Unit Price: \$126,325.00 Total: \$126,325.00Manufacturer: SamsungManufacturer #: IE015A**Item Attributes****1. Manufacturer**

Please provide manufacturer of video wall providing.

Samsung

2. Pixel Ratio

Please provide pixel ratio of video wall providing.

1.5mm Pitch 1920 x 1080

2 Video Wall, LED, 3 x 3 - 9.447 W x 5.313 H

Quantity: 2 UOM: EA Unit Price: \$30,187.50 Total: \$60,375.00

Item Notes: Price shall include the removal of the existing video wall and installation of new one.

Video shall be P2.5 of better

Item Attributes

1. Manufacturer

Please provide manufacturer of video wall providing.

Samsung IE025R 2.5mm 1920 x 1080

Alternate 1

Samsung 2.0 mm Pitch Finer Alternate Option for closer viewing

Quantity: 2 UOM: EA Unit Price: \$41,937.50 Total: \$83,875.00

Manufacturer: Samsung

Manufacturer #: IE020R

Item Attributes

1. Manufacturer

Please provide manufacturer of video wall providing.

Samsung 2.0mm Pitch 1920 x 1080

Alternate 2

Samsung 1.5 mm Pitch Finer Alternate Option

Quantity: 2 UOM: EA Unit Price: \$57,350.00 Total: \$114,700.00

Manufacturer: Samsung

Manufacturer #: IE015A

Item Attributes

1. Manufacturer

Please provide manufacturer of video wall providing.

Samsung 1.5mm Pitch 1920 x 1080

Response Total: \$120,050.00



STRIAVL-01

JRICHARDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2023

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS 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 Cornerstone Insurance Group 1212 13th St. PO Box 68 Aurora, NE 68818	CONTACT NAME: PHONE (A/C, No, Ext): (402) 694-0268 FAX (A/C, No): (402) 694-6667 E-MAIL ADDRESS: jrichardson@cornerstoneconnect.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS INSURER B: SIRIUS INSUANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED STRIV AV LLC 965 N MAIN ST PO BOX 385 HENDERSON, NE 68371	NAIC # 01899	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	BIP-9R692741-22-42	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-0S866254-22-42	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC11481200	2/3/2023	2/3/2024	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
West Haymarket Joint Public Agency is an Additional Insured with a Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency WHJPA 555 S 10th St Lincoln, NE 68508	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS

NAME OF PERSON OR ORGANIZATION:

WEST HAYMARKET JOINT PUBLIC AGENCY

555 S 10TH ST
ST #208
LINCOLN NE 68508

PROJECT/LOCATION OF COVERED OPERATIONS:

INSTALL AUDIO/VIDEO EQUIPMENT

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER: BIP-9R692741-22-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 02/16/2023

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WEST HAYMARKET JOINT PUBLIC AGENCY

555 S 10TH ST
ST #208
LINCOLN NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Joyce Nunnenkamp <joyce@strivav.com>

Rambo Vehicle Proof of Insurance for PBA

Joyce Nunnenkamp <joyce@strivav.com>
To: Roger Harpster <roger@strivav.com>

Thu, Mar 2, 2023 at 4:52 PM

Thank You

On Thu, Mar 2, 2023 at 4:31 PM Roger Harpster <roger@strivav.com> wrote:



Nebraska Insurance Card

Insured: HARPSTER, ROGER
Policy Number: 7608-6127-03-84-FPPA-NE
Effective Date: 02/11/2023 Expiration Date: 08/11/2023

Vehicle Description:
2007 FORD TRUCK ESCAPE 4D 4WD

Vehicle Identification Number:
1FMYU93167KA43557

Coverage:
BI-PD UM UIM ME ERS

Agent: JEFFREY J BRUCK AGENCY INC
Agent Phone: 402-445-6143



Nebraska Insurance Card

Insured: HARPSTER, ROGER
Policy Number: 7608-6127-03-84-FPPA-NE
Effective Date: 02/11/2023 Expiration Date: 08/11/2023

Vehicle Description:
2007 FORD TRUCK ESCAPE 4D 4WD

Vehicle Identification Number:
1FMYU93167KA43557

Coverage:
BI-PD UM UIM ME ERS

Agent: JEFFREY J BRUCK AGENCY INC
Agent Phone: 402-445-6143



**FARMERS MUTUAL INSURANCE COMPANY OF NEBRASKA
MOTOR VEHICLE LIABILITY INSURANCE CERTIFICATE**

Policy: AU373754 Effective 02/04/2023 and Expiring 08/04/2023

Year-Make-Model: 1998 MAZDA B2500S

VIN: 4F4YR12C2WTM41116

HIEBNER, JORDAN & MEGAN
1211 NORTH MAIN ST
PO BOX 23
HENDERSON, NE 68371

Agency: Kroeker & Kroeker Insurance
Agency Phone Number: (402) 723-5877

This certificate of insurance does not affirmatively or negatively
extend, limit, or alter the coverage afforded by the insurance

This information was obtained from the Farmers Mutual of Nebraska
website (www.fmne.com) on 02/20/2023.


Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.



<p>James L Vandyke Dawn M Harpster Emerald Level Valued Customer Since 2011</p>  <p>Form A022 (10/20)</p> <p>IF YOU'RE IN AN ACCIDENT</p> <ol style="list-style-type: none">1. Remain at the scene. Don't admit fault.2. Find a safe location, call the police, and exchange driver information.3. Call Progressive right away. <p>TO REPORT A CLAIM Call 1-800-274-4499 or go to claims.progressive.com.</p> <p>NEED ROADSIDE ASSISTANCE? Call 1-800-776-2778.</p> <p>PROGRESSIVE</p> <p>KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.</p>	<p>INSURANCE IDENTIFICATION CARD - Nebraska</p> <p>Policy Number: 13497002 NAIC Number: 21727 Effective Date: 02/23/2023 Expiration Date: 08/23/2023 Insurer: Progressive Universal Insurance Co 1-800-776-4737 PO Box 31260 Tampa, FL 33631</p> <p>Named Insured(s): James L Vandyke Dawn M Harpster</p> <table><tr><td>Year</td><td>Make</td><td>Model</td><td>VIN</td></tr><tr><td>2016</td><td>Jeep</td><td>Patriot</td><td>1C4NJRBB8GD597424</td></tr></table> <p>PROGRESSIVE</p> <p>Manage your policy anytime with just a few clicks at progressive.com</p>	Year	Make	Model	VIN	2016	Jeep	Patriot	1C4NJRBB8GD597424
Year	Make	Model	VIN						
2016	Jeep	Patriot	1C4NJRBB8GD597424						

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

PER WRITTEN CONTRACT A WAIVER
OF SUBROGATION IN THE FAVOR OF
West Haymarket Joint Public Agency (WHJPA)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02-15-23** Policy No. **WC114812**

Insured **STRIV AV, LLC**

Endorsement No. **001**

Premium \$ **Incl.**

Insurance Company **SiriusPoint America Insurance Company**

Countersigned By _____

GENERAL SPECIFICATIONS
Video Wall Upgrade

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln & West Haymarket JPA hereinafter referred to as City, is requesting a company to furnish and provide removal and installation of new.
 - 1.1.1 Hardware will be delivered to Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE.
 - 1.1.2 Bidder to train staff on how to use video wall software.
 - 1.1.3 Bidder will remove and install new video wall
 - 1.1.4 Bidder to add 2 additional video walls on main concourse
- 1.2 Bidders may only respond to this invitation via the City/Country Ebid system.
 - 1.2.1 Vendors may register and respond by accessing City/County Ebid system at the following website: www.lancaster.ne.gov. Keyword: bid
- 1.3 All inquiries regarding these specification shall be directed via e-mail to Sharon Mulder, Assistant Purchasing Agent, (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only replay to written inquiries received within three (3) calendar days of bid opening.
 - 1.3.3 Addendums will be issued electronically via the Ebid system.
- 1.4 Vendors who wish to deviate from these specifications must do so by a written request to the Purchasing Agent according to the dates and requirements listed in section 1.3 above. Failure to submit deviations as requested may result in rejection of bid.
 - 1.4.1 The City reserves the right to request additional information after the close of bid to ensure full compliance with the requirements of this document and other documents posted in the Ebid system.
- 1.5 The City will not make advance payment for any portion of the awarded contract without a full performance/supply bond provided to the City prior to contract execution.
- 1.6 Work may be performed at the jobsite during operating hours from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on the 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 Owners Representative for this project will be Sharon Mandery, Interim General Manager, Pinnacle Bank Arena.
- 1.10 The Owners Representative for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.

2. Video Walls

2.1 Top of Escalator Video Wall



- 2.1.1 Removal of all TVs, IPTV boxes, and Mounting Brackets
- 2.1.2 Install new LED Video wall to fit in the space of 24' W x 5'6" H (note: video wall cannot exceed over 30' W x 7' H)
- 2.1.3 Must be front serviceable
- 2.1.4 Pixel Ratio – Fine Pitch Indoor Direct View LED (Please quote pixel ratio of P2.5, P2.0, P1.5) For each quote, please provide an estimated resolution.
- 2.1.5 Must display content through the entire video wall
- 2.1.6 Current wall has 3 circuits, 4 outlets per circuit, 20amps

2.2 Video Walls



- 2.2.1 Install (2) new 3 x 3 video walls sit side by side; video wall cannot exceed the size of 25'W x 8' H
- 2.1.3 Must be front serviceable
- 2.1.4 Pixel Ratio – Fine Pitch Indoor Direct View LED (Please quote pixel ratio of P2.5, P2.0, and P1.5) For each quote, please provide an estimated resolution.

- 2.1.5 Must display content on each video wall simultaneously
- 2.1.6 Power provided on the blank video wall – 2 circuits, 4 outlets per circuit/ 20amps

- 2.3 Control Software
 - 2.3.1 Control Software must be able to work on all three (3) video walls.
 - 2.3.2 Control Software required licenses must be included

3. **Pinnacle Bank Arena will Provide**

Pinnacle Bank Arena will provide:

- 3.1 Scissor Lift – Note: All contractors must wear a harness in PBA owned equipment.
- 3.2 Power
- 3.3 Data

4. **Miscellaneous Hardware & Warranty**

The following list below includes estimated hardware and supplies needed:

- 4.1 (1) Spare Cabinet with modules included for each video wall
- 4.2 Current Warranty must be provided
- 4.3 Additional 3 year warranty must be provided

5. **Annual Software Subscriptions & Annual Recurring Cost**

The following list below must have all of the following on the bid:

- 5.1 Software Subscription
- 5.2 Annual Recurring cost

6. **Delivery & Install**

- 6.1 Delivery of POS system should be set up in advance and can only be delivered to Pinnacle Bank Arena, Monday – Friday from 8am – 4pm.
- 6.2 Install must be coordinated with Ryan Weiss – Director of Operations

7. **Evaluation And Award**

- 8.1 The City will award this bid based on the Vendor being the lowest cost, deemed responsible and responsive according to the document in the Ebid system and by further investigation of the vendor by the City following receipts of bids.
 - 5.2.1 Failure to comply with the instruction in the bid document and meet the requirements as listed may result in a determination of non-responsive or not responsible.
- 8.2 The City reserves the right to utilize life-cycle cost analysis of bids received in order to determine the lowest cost.
 - 5.3.1 Life-cycle cost factors include, but may not be limited to, the installation time, quality of floor materials, quality of connections, and warranty period.
- 8.3 Vendor references will be checked to ensure that all requirements of the bid can be met.
 - 5.4.1 Failure to provide sufficient references, or references that cannot guarantee a successful installation, may result in the rejection of bids.
- 8.4 See Instructions to bidders for additional information regarding bid and award requirements.

GENERAL SPECIFICATIONS
Video Wall Upgrade

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln & West Haymarket JPA hereinafter referred to as City, is requesting a company to furnish and provide removal and installation of new.
 - 1.1.1 Hardware will be delivered to Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE.
 - 1.1.2 Bidder to train staff on how to use video wall software.
 - 1.1.3 Bidder will remove and install new video wall
 - 1.1.4 Bidder to add 2 additional video walls on main concourse.
- 1.2 Bidders may only respond to this invitation via the City/Country Ebid system.
 - 1.2.1 Vendors may register and respond by accessing City/County Ebid system at the following website: www.lancaster.ne.gov. Keyword: bid
- 1.3 All inquiries regarding these specification shall be directed via e-mail to Sharon Mulder, Assistant Purchasing Agent, (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only replay to written inquiries received within three (3) calendar days of bid opening.
 - 1.3.3 Addendums will be issued electronically via the Ebid system.
- 1.4 Vendors who wish to deviate from these specifications must do so by a written request to the Purchasing Agent according to the dates and requirements listed in section 1.3 above. Failure to submit deviations as requested may result in rejection of bid.
 - 1.4.1 The City reserves the right to request additional information after the close of bid to ensure full compliance with the requirements of this document and other documents posted in the Ebid system.
- 1.5 The City will not make advance payment for any portion of the awarded contract without a full performance/supply bond provided to the City prior to contract execution.
- 1.6 Work may be performed at the jobsite during operating hours from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on the 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 Owners Representative for this project will be Sharon Mandery, Interim General Manager, Pinnacle Bank Arena.
- 1.10 The Owners Representative for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.

2. Video Walls

2.1 Top of Escalator Video Wall



- 2.1.1 Removal of all TV's, IPTV boxes and Mounting Brackets
- 2.1.2 Install new video wall – LED - 24' W x 4' 7" H
- 2.1.3 Must be front serviceable
- 2.1.4 Pixel Ratio – Fine Pitch Indoor Direct View LED (P2.5 or better)
- 2.1.5 Must display content through entire video wall

2.2 Video Walls



- 2.2.1 Install (2) new LED video wall 3 x3 – 9.447 W x 5.313 H
- 2.2.2 Must be front serviceable
- 2.2.3 Pixel Ratio – Fine Pitch Indoor Direct View LED (P2.5 or better)
- 2.2.4 Must display content on each video wall simultaneously

- 2.3 Control Software
 - 2.3.1 Control Software must be able to work on all three (3) video walls.
 - 2.3.2 Control Software required licenses must be included
- 3. **Pinnacle Bank Arena will Provide**

Pinnacle Bank Arena will provide:

 - 3.1 Scissor Lift – Note: All contractors must wear a harness in PBA owned equipment.
 - 3.2 Power
 - 3.3 Data
- 4. **Miscellaneous Hardware & Warranty**

The following list below includes estimated hardware and supplies needed:

 - 4.1 (1) Spare Cabinet with modules included for each video wall
 - 4.2 Current Warranty must be provided
 - 4.3 Additional 3 year warranty must be provided
- 5. **Annual Software Subscriptions & Annual Recurring Cost**

The following list below must have all of the following on the bid:

 - 5.1 Software Subscription
 - 5.2 Annual Recurring cost
- 6. **Delivery & Install**
 - 6.1 Delivery of video walls can only be delivered to Pinnacle Bank Arena, Monday – Friday from 8am – 4pm.
 - 6.2 Delivery and Install must be coordinated with Ryan Weiss – Director of Operations.
 - 6.3 The installation, training, and video walls shall be operating by April 1, 2023.
- 7. **Contractor Insurance**
 - 7.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
 - 7.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
 - 7.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution as soon as possible upon award notice.**
- 8. **Evaluation And Award**
 - 8.1 The City will award this bid based on the Vendor being the lowest cost, deemed responsible and responsive according to the document in the Ebid system and by further investigation of the vendor by the city following receipts of bids.
 - 8.1.1 Failure to comply with the instruction in the bid document and meet the requirements as listed may result in a determination of non-responsive or not responsible.
 - 8.2 The City reserves the right to utilize life-cycle cost analysis of bids received in order to determine the lowest cost.

- 8.2.1 Life-cycle cost factors include, but may not be limited to, the installation time, quality of floor materials, quality of connections, and warranty period.
- 8.3 Vendor references will be checked to ensure that all requirements of the bid can be met.
 - 8.3.1 Failure to provide sufficient references, or references that cannot guarantee a successful installation, may result in the rejection of bids.
- 8.4 See Instructions to bidders for additional information regarding bid and award requirements.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. 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 bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have 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 quoted in this bid have not been knowingly disclosed by the Bidder prior to bid 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 bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County, and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement 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.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 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 County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, 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 County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; 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, stating 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.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid 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 bid documents.
 - ☒ b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Insurance Provision Checklist

Submission date: **14 December 2022, 3:22PM**

Receipt number: **717**

Related form version: **21**

Prepare for the checklist

This form is designed to assist you with determining which insurance provisions to include in your agreement. You will receive your suggestions at the end of the form and a copy of them will be emailed to you. You will then be redirected to the Insurance Requirements to formally build the document.

Please enter your email address **smulder@lincoln.ne.gov**

Project overview

Please select the Owner(s) of this project **WHJPA**

Is there a current, active agreement? (if contract is
expiring, select no) **No**

What are you procuring? **Product (an article or substance that is manufactured
or refined for sale, items to be shipped/delivered))**

Will you be purchasing this two or more times in a
calendar year? **No**

Will this purchase be over \$10,000.00? **Yes**

Products

Select a product that applies **Electronics**

Will you need this product installed, serviced or receive
on-site training? **Yes**

Check the following Insurance Provisions

You will receive a copy of this Insurance Checklist with provisions listed to the email address you provided. Please write down the provisions or refer to the email when checking the required insurance provisions needed in the Insurance Requirements on the next screen.

The following provisions are all needed:

3. Commercial General Liability (requires endorsements)

4. Automobile Liability (requires endorsements)

5. Workers' Compensation (requires endorsement)

You have indicated that this will be:

- purchased two or more times within the year and/or
- that it will cost over \$10,000.

Please click "submit" below to receive the Insurance Checklist via email provided. Complete the Insurance Requirements on the next screen based on the provisions above. **After you have submitted and recieved the completed Insurance Requirements, please email the PDF to the Purchasing Agent/Buyer you will be working with.**

If you have questions on who should recieved the document, please contact Purchasing at 402-441-8103.

Advertise 1 time
Wednesday, December 14, 2022

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, December 28, 2022** for providing the following:

**Video Wall for Pinnacle Bank Arena
Bid No. 22-279**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.

RESOLUTION NO.

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

3 That the attached Amendment One to Contract between the West Haymarket Joint Public
4 Agency and Daktronics, Inc. for an increase of \$3,577.00, for a revised total amount not to exceed
5 \$128,352.00, for the new scoreboard and ribbon board control system at the Pinnacle Bank Arena,
6 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Amendment One to Contract.

Adopted this _____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

**AMENDMENT ONE TO CONTRACT
Scoreboard and Ribbon Board Control Upgrade
Sourcewell Contract No. 050819-DAK
West Haymarket Joint Public Agency
Expenditure Increase
Daktronics, Inc.**

This Amendment is hereby entered into by and between Daktronics, Inc., 201 Daktronics Drive, Brookings, SD 57006 (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA"), for the purpose of amending the Contract dated January 26, 2023, for Scoreboard and Ribbon Control Upgrade, W-016 Sourcewell Contract No. 050819-DAK, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the Contract to increase the WHJPA maximum expenditures by \$3,577.00, per Attachment A; and

WHEREAS, the revised contract total with the expenditure increase for the WHJPA is \$128,352.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to increase the WHJPA maximum expenditures by \$3,577.00, per Attachment A.
- 2) The revised contract total with the expenditure increase for the WHJPA is \$128,352.00.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
JPA Signature Page

West Haymarket Joint Public Agency Signature Page

**AMENDMENT ONE TO CONTRACT
Scoreboard and Ribbon Board Control Upgrade
Sourcewell Contract No. 050819-DAK
West Haymarket Joint Public Agency
Expenditure Increase
Daktronics, Inc.**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

Secretary

WEST HAYMARKET JOINT PUBLIC AGENCY

Leirion Gaylor Baird, Chair of the West Haymarket Joint
Public Agency Board of Representatives

Approved by Resolution No. _____

Dated: _____



DAKTRONICS QUOTE

Services

- Onsite Installation & Testing
- Onsite Operator Training – 2 Days
- Onsite Control System Specialist – 1 Day Event Support
- Warranty – 1 Year Parts & Labor
 - 3rd Party equipment warranty to be provided by the manufacturer

Freight included

TOTAL PRICE (EXCLUDING TAXES) \$ 128,352.00

(amount in USD)

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

3RD PARTY PRODUCT WARRANTIES

Third party systems and ancillary equipment includes, but is not limited to, front end video encoders, audio systems, video processors and players, LCD displays, IPTV set-tops, and video extension equipment.

Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions. Duration and coverage of Flat-Panel warranty will vary by manufacturer. Please check with your Daktronics Sales Representative to discuss out of the box coverage or extended warranty options.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

Unless otherwise provided on the attached Installation Responsibilities Checklist, the following are not included: permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, and electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- SL-02375 Standard Terms and Conditions of Sale
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-02374 Standard Warranty and Limitation of Liability
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2023

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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS 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 Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN101850955-GAWU-22-23	CONTACT NAME: Marsh U.S. Operations. PHONE (A/C No. Ext): 866-966-4664 FAX (A/C No.): E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Indemnity Co Of CT</td><td>25682</td></tr><tr><td>INSURER B: Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER C: Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co Of CT	25682	INSURER B: Travelers Indemnity Company of America	25666	INSURER C: Travelers Property Casualty Co. of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

CHI-010220663-01

REVISION NUMBER: 1

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		HE-660-117D6882-TCT-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		HJCAP-117D6801-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB-9K396901-22-I3-K (AOS) UB-9K250310-22-I3-R (AZ,MA,WI)	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Scoreboard and Ribbon Board Control Upgrade Sourcewell Contract No. 050819-DAK - Daktronics Quote #768391
WHJPA, City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as additional insured (except workers compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operation of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

WHJPA
C/O City Attorney
555 S. 10th Street
Lincoln, NE 68508

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
of Marsh USA Inc.

Marsh USA Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none">A. Non-Owned Watercraft – 75 Feet Long Or LessB. Who Is An Insured – Unnamed SubsidiariesC. Who Is An Insured – Employees – Supervisory PositionsD. Who Is An Insured – Newly Acquired Or Formed Limited Liability CompaniesE. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint VenturesF. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or AgreementG. Blanket Additional Insured – Broad Form VendorsH. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none">I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or ReceiversJ. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To PremisesK. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To OperationsL. Medical Payments – Increased LimitM. Blanket Waiver Of SubrogationN. Contractual Liability – RailroadsO. Damage To Premises Rented To You |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

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liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	

PERSON OR ORGANIZATION: **SEE ENDORSEMENT IL T8 03**

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

POLICY NUMBER: HE-660-117D6882-TCT-22

GENERAL PURPOSE ENDORSEMENT

DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

Endorsement IL T3 54 05 19, Designated Entity - Earlier Notice Of Cancellation/Nonrenewal Provided By Us, SCHEDULE, to read:

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME:

Any person or organization to whom you have agreed in a written contract that notice of cancellation, nonrenewal or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation, nonrenewal or material limitation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in the Schedule.

Address:

The address for that person or organization included in such written request from you to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

— The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	

PERSON OR ORGANIZATION: **SEE ENDORSEMENT IL T8 03**

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - IL T8 03 10 22

POLICY NUMBER HJ-CAP-117D6901-TIL-22

** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

DESIGNATED PERSON OR ORGANIZATION

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER
THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

ENDORSEMENT IL T3 54 05 19, DESIGNATED ENTITY EARLIER NOTICE
OF CANCELLATION/NONRENEWAL PROVIDED BY US, SCHEDULE, TO READ
AS FOLLOWS:

NAME:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR
MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY
IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE,
INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES
NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR
MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE
THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN
IN THE SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.

EFFECTIVE DATE 10-01-22 EXPIRATION DATE 10-01-23
PAGE 0001 DATE OF ISSUE 09-20-22



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 004

POLICY NUMBER: UB-9K396901-22-I3-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

INCLUDING:
THE INSURANCE COVERAGE REFERENCED HEREIN.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

POLICY NUMBER: UB-9K396901-22-I3-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVE, BUT ONLY IF:	30
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND	
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.	
ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

RESOLUTION NO.

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

That the attached Right of Entry Agreement for Environmental Site Assessments, Geotechnical Soil Sampling, and remediation and abatement activities between the West Haymarket JPA, City of Lincoln, and EADO, LLC allowing EADO, LLC to enter onto City and JPA property legally described as Lot 2, and Outlots A and B, West Haymarket 4th Addition, until EADO, LLC completes the environmental and geotechnical testing and remediation activities on its property, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to execute the same on behalf of the West Haymarket Joint Public Agency and any extension mutually agreed to by the parties.

Adopted this _____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2023, by and among the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska and its successors and assigns (hereinafter “**JPA**”), City of Lincoln, Nebraska and its successors and assigns (hereinafter “**City**”) and EADO, LLC, a Nebraska limited liability company and its successors and assigns (hereinafter collectively “**Redeveloper**”).

RECITALS

1. City owns the property legally described as:

West Haymarket 4th Addition, Outlots A & B, Lincoln, Lancaster County, Nebraska.
(“**City Property**”)
2. JPA owns the property legally described as:

West Haymarket 4th Addition, Lot 2, Lincoln, Lancaster County, Nebraska
(“**JPA Property**”)
3. The City Property and JPA Property are collectively referred to as the “**Right of Entry Area.**”
4. City has selected Redeveloper to develop real estate improvements to be located on the Property following review of projects submitted in response to a Request for Proposals.
5. In order to allow designs for the proposed private and public improvements to be finalized and to accommodate the construction schedule for proposed improvements on the Property, the parties are mutually desirous of entering into this Right of Entry Agreement.

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

I. Right of Entry.

- a. In consideration of the mutual benefits and obligations of this agreement, City and JPA hereby grant a right of entry from the City and JPA to Redeveloper to the Right of Entry Area for the following purposes and no others:
 1. Phase I and Phase II Environmental Site Assessments (ESAs).

2. Geotechnical Soil Sampling and compaction, including boring and other sampling or testing of surface and subsurface materials to determine soil conditions and physical characteristics and other pertinent details related to Redeveloper's planned improvements.
3. To work with the City, JPA, Nebraska Department of Environment and Energy ("NDEE") and the U.S. Environmental Protection Agency ("EPA") in investigating and implementing remediation and abatement activities ("**Remediation Activities**") regarding hazardous wastes or hazardous materials, if any, that may exist or occur within or under the Right of Entry Area, including, but not limited to (i) submitting a remediation action plan ("**RAP**") to the Nebraska Department of Environment and Energy ("NDEE") in order to complete the Nebraska Environmental Cleanup Program ("**VCP**"); (ii) obtaining a conditional no further action letter ("**CNFA**") from NDEE; (iii) obtaining NDEE's and/or EPA's approval of eligible expenditures and activities under the City/JPA current awarded EPA Brownfield Grants; and (iv) securing additional or supplemental EPA Brownfield Grants.
4. Site Preparation, including, but not limited to:
 - a. Site preparation of the Property which is consistent with the grading and drainage plans approved by the City of Lincoln Transportation and Utilities Department; and
 - b. Remove any concrete, improvements or materials from the Property.
- b. It is further understood and agreed that Redeveloper's work described in Paragraphs I(a)(1), (2), (3) and (4) is subject to and subordinate to the following:
 1. Right of Entry Agreement to "N" Street #1, dated February 4, 2022, by and among JPA, City, and Cotswold Management, LLC, which is incorporated herein by this reference;
 2. Right of Entry for Staging and Parking (Right of Entry #2), dated June 17, 2022, by and among the City and Cotswold Management, LLC, which is incorporated herein by this reference; and
 3. Right of Entry for Parking, dated June 17, 2022, by and among JPA, City and Cotswold Management, LLC, which is incorporated herein by this reference.
- c. In consideration of the Right of Entry above Redeveloper agrees to provide to the City and JPA at no cost a copy of the final version, if any, of: 1) Phase I and Phase II ESAs, 2) geological report including boring summaries and reports and 3) Remediation Activities.
- d. It is understood and agreed that Redeveloper shall not be liable for trespass or any other damages or takings of any kind arising out of entering on to the Right of Entry Area for the purposes provided herein. It is further understood and agreed that Redeveloper shall be entitled to conduct the work described in Paragraphs I(a)(1), (2), (3) and (4) in any commercially reasonable manner as solely determined and directed by Redeveloper. City and JPA shall have no right to direct, interfere with, instruct, limit, or participate with,

Redeveloper with regard to the work described in Paragraphs I(a)(1) and (2). City and JPA shall have the right to participate with the Redeveloper with regard to the work described in Paragraphs I(a)(3) and (4).

- e. Redeveloper shall require its contractor or any subcontractors thereof to carry Contractor's Public Liability and Property Damage Insurance as specified in the City of Lincoln Municipal Code or City of Lincoln Standard Specifications for Municipal Construction, where applicable.

II. Term and Termination.

- a. This Right of Entry shall be in force and effect from and after the execution and approval of this Agreement and shall terminate nine months from the date of this Agreement written above; provided, however, if Redeveloper has not yet completed the work described in Paragraphs I(a)(1), (2), (3) and (4) Redeveloper shall be permitted to extend the term of this Agreement by thirty (30) days by providing written notice to City and JPA.
- b. No use of the Right of Entry Area shall commence under this Right of Entry until Redeveloper and Redeveloper's successors, contractors, and subcontractors thereof have obtained all insurance required herein and such insurance has been approved by the City Attorney for the City of Lincoln; provided, however, if evidence of the required insurance is provided to the City Attorney for the City of Lincoln and no response is received by Redeveloper within five days thereafter, then the City Attorney for the City of Lincoln shall be deemed to have approved the insurance.
- c. City and/or JPA may terminate this Agreement immediately upon written notice to Redeveloper if: (1) Redeveloper violates any of the covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of five (5) business days after written notice from the City and/or JPA to Redeveloper of such violation or default or (2) Redeveloper shall vacate or abandon the Right of Entry Property, then the City and/or JPA may without demand and notice terminate this Agreement and re-enter the Right of Entry Property with or without process of law, using such force as may be reasonably necessary to remove all persons or chattels therefrom, and the City nor JPA shall not be liable for damage by reason of such re-entry or forfeiture.

III. Indemnification.

- a. Indemnification by Redeveloper. Redeveloper agrees to indemnify and hold the City and JPA harmless against, and will reimburse the City and/or JPA upon demand for any payment, loss, cost or expense (including reasonable attorney's fees) made or incurred by or asserted against the City and/or JPA with respect to any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Redeveloper contained in this Agreement; provided, however, in no event shall Redeveloper be required to indemnify and hold harmless City and JPA for any damages, liabilities or obligations caused by the gross negligence or willful misconduct of City and/or JPA.
- b. Conditions of Indemnification. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves

any matter or related series of matters (Claim) against which a party hereto is indemnified (Indemnified Party) by another party (Indemnifying Party) under Sections II(a) or II(b) hereof:

1. Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents; and
2. If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnified Party may elect, at any time and at the Indemnified Party's sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim. If the Indemnified Party so elects (for reasons other than the Indemnifying Party's inability, failure, or refusal to provide a defense to such Claim), then the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such Claim. In any event, all parties hereto shall fully cooperate with any other party and their respective counsel in connection with any such litigation, defense, settlement, or other attempt at resolution.

IV. Insurance.

- a. Insurance Limits. Redeveloper or its contractors and subcontractors thereof providing services allowed pursuant to this Agreement shall maintain Commercial General Liability Insurance at its own expense during the term of this Agreement, naming and protecting Redeveloper, the City, and the JPA, their respective officers, agents, employees, successors, assigns, legal representatives, and agents as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations are conducted by Redeveloper and its employees, or those directly or indirectly employed by Redeveloper. This insurance shall be written by an insurance company authorized to do business in the State of Nebraska. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 1. All Acts or Omissions - \$1,000,000 each Occurrence and \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence and \$2,000,000 Aggregate; and
 3. Products and Completed Operations - \$1,000,000 each Occurrence; and
 4. Personal and Advertising Injury - \$1,000,000 each Occurrence; and
 5. Contractual Liability - \$1,000,000 each Occurrence; and
 6. Medical Expenses - \$10,000 any one person
 7. Fire damage - \$100,000 any one fire.
- b. Redeveloper shall provide the City and JPA with a Certificate of Insurance for the General Liability Insurance required by this Agreement demonstrating that the limits set forth above

are met and that the City and JPA are included as an additional insured along with Redeveloper with respect to all of the coverages required herein.

V. Severability.

If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

VI. Construction.

The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

VII. Authority.

This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms. The City and JPA own the Right of Entry Property, and no other persons have any interest in such real estate which would detrimentally affect Redeveloper's ability to use the Right of Entry for the purposes stated herein.

VIII. Integration and Amendments.

This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. This agreement may be amended or modified only in writing signed by all Parties.

IX. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or email scan attachment transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Executed by City of Lincoln, Nebraska, this _____ day of _____, 2023.

ATTEST:

CITY OF LINCOLN, NEBRASKA
A Municipal Corporation.

City Clerk

By: _____
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a Municipal Corporation.

Notary Public

Executed by West Haymarket Joint Public Agency this ____ day of _____, 2023.

“JPA”

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY,
a political subdivision and corporate body politic of
the State of Nebraska

Secretary

By: _____
Leirion Gaylor Baird, Chair

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Leirion Gaylor Baird, Chair, on behalf of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska.

Notary Public

Executed by EADO, LLC, a Nebraska limited liability company as of this ____ day of _____, 2023.

EADO, LLC, a Nebraska limited liability company

By: _____
Clay F. Smith, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Clay F. Smith, Manager, on behalf of EADO, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

RESOLUTION NO.

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

3 That the Unit Price Contract with Commonwealth Electric Company for an amount not to
4 exceed \$17,139.00, to convert exterior lights to LED at the Pinnacle Bank Arena, pursuant to Bid
5 No. 23-055, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency
6 Board of Representatives is hereby authorized to execute said Contract on behalf of the JPA and
7 is further approved to be reimbursed by the West Haymarket Joint Public Agency Endowment
8 Fund held by Lincoln Parks and Recreation Foundation.

9 The City Clerk is directed to send a copy of this Resolution and Contract to Lyn Heaton,
10 JPA Treasurer and City Finance Director, to remit payment in the amount of \$17,139.00 to
11 Commonwealth Electric Company and upon receipt of payment reimburse the West Haymarket
12 Joint Public Agency from the West Haymarket Joint Public Agency Endowment Fund in the
13 amount of \$17,139.00.

Adopted this ____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward



Commonwealth Electric Company

of the Midwest

5321 North 70th Street | Lincoln, NE 68507 | (402) 474-1341

April 3, 2023

To: Caleb Swanson
Project Control

RE: Upgrade Metal Halide lamps to LED on West Haymarket Pedestrian Bridge ramps and associated areas.

To whom it may concern:

We hereby submit specifications and estimates for the above-mentioned project.

Clarifications

1. This proposal includes:
 - A. Rewire fixture to bypass ballast.
 - B. Remove metal halide lamps from 57 pedestrian light poles.
 - C. Install 57 LED ballast bypass lamps in pedestrian light poles.
 - D. Remove and replace 6 type T fixtures under exterior deck on a 1 for 1 basis.
 - E. Type T replacement fixtures are to be wall pack LED fixtures.
 - F. Replace 3 type U wall pack light fixtures.
 - G. New U type fixtures will be similar to type T replacements.
 - H. Recycling of lamps and ballast.
 - I. Clean up and recycling / disposal of packaging material and other associated waste.
2. This proposal does not include:
 - A. Repairs to existing electrical wiring infrastructure.
 - B. Installation or modification of the following systems: Fire Alarm, Communications, Temperature Controls, Security, Nurse Call, Sound Systems.
 - C. Restoration of excavated areas beyond initial compaction including seeding, sodding, watering or replacement of vegetation damaged or removed.
 - D. Engineering, design fees or drawings.
 - E. Utility aid to construction fees.
3. Pinnacle Bank Arena is to supply lift for fixture and lamp replacement.
4. Our proposal is based on a normal 8 hour per day, 40 hour per week work schedule. We have included no provisions for shift work or overtime.

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Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

5. Our proposal does not include any acceleration costs to recover for delays not caused by Commonwealth Electric Company of the Midwest.
6. This scope letter must be made part of our contract.
7. Our proposal will remain firm for a period of thirty (30) days from the date of this document, at which time we reserve the right to re-evaluate for possible adjustment(s) in pricing.
8. Based on the above clarifications, we offer the following firm lump sum pricing for the above-mentioned electrical work.

Base Bid	<u>\$17,139.00</u>
Alternate	<u>N/A</u>

We appreciate the opportunity to provide you with our proposal on this project. Your consideration of our firm for completing the electrical work is valued and appreciated. Please do not hesitate to contact us should you have any questions regarding our proposal.

Sincerely,



Alan Pendleton
Assistant Service Manager - Lincoln
Commonwealth Electric Company
5321 N 70th Street
Lincoln, NE 68507
402-474-1341
apendleton@commonwealthelectric.com
www.commonwealthelectric.com

Accepted by – Name & Title

Signature

Date

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**CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION**

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Unit Price - Electrical and Large Scale Electrical Services, Bid No. 23-055

Date: 04/03/23

TO DEPARTMENT/AGENCY REPRESENTATIVE: CALEB SWANSON-PROJECT CONTROL

FROM (CONTRACTOR): Commonwealth Electric Company of the Midwest **AWARD LEVEL: 3**

PROJECT DESCRIPTION: PBA RAMP LED LIGHTING UPGRADE

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	WITH IN 15 DAYS AFTER RECEIVING MATERIALS
Number of Days to Complete	30 WORKING DAYS

ELECTRICAL LABOR COST TABLE

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	\$86.00	70	\$6,020.00
Master Electrician	\$86.00		
Electrician	\$80.00		
Apprentice	\$51.00		
Laborer	\$51.00		
Emergency Services	\$119.00		
TOTAL LABOR			\$6,020.00

LARGE SCALE ELECTRICAL LABOR COST TABLE

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman - Large Scale	\$86.00		
Master Electrician - Large Scale	\$86.00		
Electrician Large Scale	\$80.00		
Apprentice - Large Scale	\$51.00		
Laborer - Large Scale	\$51.00		
Emergency Services	\$119.00		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs	\$400.00	10%	\$440.00
Total Materials Cost	\$9,708.18	10%	\$10,679.00
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		10%	
Sub No. 2		10%	
TOTAL ESTIMATED COST -- NOT TO EXCEED:			\$ 17,139.00

FIRM: COMMONWEALTH ELECTRIC

BY: ALAN PENDLETON

ADDRESS: 5321 N 70TH ST

LINCOLN, NE 68507

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

Change Order #: _____

Accepted: _____

Not Accepted : _____

RESOLUTION NO.

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

3 That the Financial Audit and Management Letter and Report from Forvis, LLP for the
4 period ending August 31, 2022, is hereby accepted.

5 The City Clerk is directed to return a fully-executed copy of this Resolution to Lyn Heaton,
6 Finance Director.

Adopted this _____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward



1248 O Street, Suite 1040 / Lincoln, NE 68508

P 402.473.7600 / F 402.473.7698

forvis.com

Board of Representatives and Management
West Haymarket Joint Public Agency
Lincoln, Nebraska

As part of our audit of the financial statements of the West Haymarket Joint Public Agency (herein referred to as the "Agency") as of and for the year ended August 31, 2022, we wish to communicate the following to you.

Auditor's Responsibility Under 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

An audit performed 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 is designed to obtain reasonable, rather than absolute, assurance about the financial statements. In performing auditing procedures, we establish scopes of audit tests in relation to the opinion unit being audited. Our engagement does not include a detailed audit of every transaction. Our contract more specifically describes our responsibilities.

These standards require communication of significant matters related to the financial statement audit that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process. Such matters are communicated in the remainder of this letter or have previously been communicated during other phases of the audit. 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.

An audit of the financial statements does not relieve management or those charged with governance of their responsibilities. Our contract more specifically describes your responsibilities.

Significant Risks of Material Misstatement

A significant risk of material misstatement is defined as a risk of material misstatement that requires special audit consideration. As part of our audit process, we identified the following areas that were considered to be significant risks of material misstatement:

- Risk of management override of controls
- Improper revenue recognition
- Occupation taxes
- Related party transactions

Qualitative Aspects of Significant Accounting Policies and Practices

Significant Accounting Policies

The Agency's 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

GASB 87, Leases

Effective September 1, 2021, the Agency adopted Governmental Accounting Standards Board Statement No. 87, *Leases* (GASB 87). GASB 87 creates one model for recognizing leases for both lessees and lessors. Substantially all leases are recognized on the lessees' statement of net position. In the activity statement, lessees no longer report rent expense for the previously classified operating leases but instead report interest expense on the liability and amortization expense related to the asset. Lessors recognize a lease receivable and corresponding deferred inflow of resources. Interest income associated with the receivable are recognized using the effective interest method.

Adoption of GASB 87 required significant time to identify a complete list of lease contracts for consideration of adoption and measure the lease assets and liabilities for recognition. In addition, due to adoption of the standard, the Agency's key performance indicators related to the balance sheet (such as the current ratio) are likely not comparable to historical results.

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within accounting principles generally accepted in the United States of America 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 and Accounting Estimates

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

- Federal interest subsidy receivable
- Estimated useful lives of capital assets and depreciation methods
- Lease discount rate, term and payments

Significant Unusual Transactions

Significant unusual transactions represent significant transactions that are outside the normal course of business for the entity or that otherwise appear to be unusual due to their timing, size, or nature. We have identified the following transactions that we consider to be significant and unusual:

No matters are reportable.

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

Audit Adjustments

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments which, 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.

Areas in which adjustments were proposed and recorded include:

- Accounts receivable and charges for services revenue

Auditor's Judgments About the Quality of the Entity's Accounting Principles

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

- For the fiscal year ended August 31, 2022, the Agency adopted the provisions of GASB 87, *Leases*

Other Material Communications

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

- Management representation letter (attached)
- We orally communicated to management an other deficiency in internal control identified during our audit that is not considered a material weakness or significant deficiency

This communication is intended solely for the information and use of management, Board of Representatives, and others within the Agency and is not intended to be and should not be used by anyone other than these specified parties.

FORVIS, LLP

January 15, 2023

Representation of:

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

Provided to:

FORVIS, LLP

Certified Public Accountants
1248 "O" Street, Suite 1040
Lincoln, Nebraska 68508

The undersigned ("We") are providing this letter in connection with FORVIS' audit of our financial statements as of and for the year ended August 31, 2022.

Our representations are current and effective as of the date of FORVIS' report: February 15, 2023

Our engagement with FORVIS is based on our contract for services dated: July 8, 2022.

Our Responsibility and Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to FORVIS' 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' Report

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

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 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.

4. We have everything we need to keep our books and records.
5. 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 records, 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 meetings of the governing body 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.
6. All transactions have been recorded in the accounting records and are reflected in the financial statements.
7. 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, fund balance/net position.
8. We have no knowledge of any known or suspected fraudulent financial reporting or misappropriation of assets involving:
 - a. Management or employees who have significant roles in internal control, or
 - b. Others, where activities of others could have a material effect on the financial statements.
9. We have no knowledge of any allegations of fraud or suspected fraud affecting the Agency received in communications from employees, customers, regulators, suppliers, or others.
10. 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.

We have disclosed to you the identity of all of the Agency'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 of which we are aware.

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.

We understand that the term related party refers to an affiliate, management and members of their immediate families, component units, and any other party with which the Agency may deal if the

Agency can significantly influence, or be influenced by, the management or operating policies of the other. The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the Agency.

11. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
12. We are not aware of any side agreements or other arrangements (either written or oral) that are in place.
13. 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, and net position/fund balance.
 - b. Material transactions omitted or improperly recorded in the financial records.
 - c. Material 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 requiring adjustment or disclosure in the financial statements.
 - e. Agreements to purchase assets previously sold.
 - f. Restrictions on cash balances or compensating balance agreements.
 - g. Guarantees, whether written or oral, under which the Agency is contingently liable.
 - h. Known or suspected asset retirement obligations.
14. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
15. 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.
16. Adequate provisions and allowances have been accrued for any material losses from:
 - a. Uncollectible receivables.
 - b. Purchase commitments in excess of normal requirements or above prevailing market prices.
17. Except as disclosed in the financial statements, the Agency has:
 - a. Satisfactory title to all recorded assets, and they are not subject to any liens, pledges, or other encumbrances.
 - b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

18. The financial statements disclose all significant estimates and material concentrations known to us. Significant estimates are estimates at the balance sheet/statement of net position date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur that would significantly disrupt normal finances within the next year. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
19. The fair values of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto are reasonable estimates based on the methods and assumptions used. The methods and significant assumptions used result in measurements of fair value appropriate for financial statement recognition and disclosure purposes and have been applied consistently from period to period, taking into account any changes in circumstances. The significant assumptions appropriately reflect market participant assumptions.
20. 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.
21. With respect to any nonattest services you have provided us during the year, including preparing a draft of the financial statements and related notes and GASB 87 implementation assistance:
 - 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 received the deliverables from you and have stored these deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.
22. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.
23. 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, derivative instrument transactions, and land and other real estate held by endowments 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.

24. We have identified and evaluated all potential fiduciary activities, noting no fiduciary activities are required to be included in the Agency's financial statements as required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
25. 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.
26. 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.
27. 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.
28. 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, where applicable.
29. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
30. 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.
31. 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.
32. 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.
33. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements.
34. The entity's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.
35. As an entity subject to *Government Auditing Standards*:
 - a. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
 - b. 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.

- c. 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.
 - d. 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.
 - e. We have a process to track the status of audit findings and recommendations.
 - f. 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.
36. 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.
37. We do not issue an annual report, nor do we have plans to issue an annual report at this time.
38. 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.
39. In connection with the adoption of GASB Statement No. 87, *Leases*, (GASB 87), we represent the following:
- a. We have identified a complete population of potential leases as of the implementation date.
 - b. We have reviewed all significant contracts to identify lease and nonlease components as of the earliest date of adoption. Allocation of contract prices between lease and nonlease components are based upon standalone prices or other reasonable factors.
 - c. Measurements of the lease assets and liabilities are based upon facts and circumstances that existed at the beginning of the period of implementation.
 - d. The estimates related to any options to extend or terminate the lease terms within the measurement of lease assets and liabilities agree to management's plans for the leases.
 - e. The discount rates for each lease are based upon what would be obtained by the entity for similar loans as an incremental rate.

- f. We have adequate controls in place to prevent and/or detect errors in lease assets and liabilities on a recurring basis.
- g. The footnotes to the financial statements appropriately describe the adoption of GASB 87 and include all additional disclosures required under the Statement.

DocuSigned by:

Lyn Heaton

Lyn Heaton, City Finance Director and West
Haymarket Joint Public Agency Treasurer
lheaton@lincoln.ne.gov

DocuSigned by:

David Scheuler

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, 2022



West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
August 31, 2022

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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, 2022, 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, 2022, 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.

Emphasis of Matter

As discussed in Note 1 to the financial statements, during the year ended August 31, 2022, the Agency adopted Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinions are not modified with respect to this matter.

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 February 15, 2023, 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, LLP

Lincoln, Nebraska
February 15, 2023

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2022

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, 2022. 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.

Effective September 1, 2021, the Agency implemented GASB Statement No. 87, *Leases* (GASB 87). Comparative 2021 financial information presented herein has not been restated for the adoption of GASB 87.

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2022

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, 2022, net position was (\$5,878,029). The Agency's condensed financial information as of August 31, 2022 and 2021 is found below.

Condensed Statements of Net Position

	2022	2021
Assets		
Equity in pooled cash and investments	\$ 41,459,869	\$ 35,155,570
Other assets	11,474,022	11,580,120
Capital assets, net of accumulated depreciation	<u>266,244,900</u>	<u>271,633,806</u>
Total assets	<u>319,178,791</u>	<u>318,369,496</u>
Deferred Outflows of Resources		
Deferred loss on refunding	<u>501,093</u>	<u>501,093</u>
Total deferred outflows of resources	<u>501,093</u>	<u>501,093</u>
Liabilities		
Unearned revenue	7,784,034	7,945,420
Other liabilities	4,009,662	3,602,027
Long-term liabilities	<u>312,993,461</u>	<u>318,649,744</u>
Total liabilities	<u>324,787,157</u>	<u>330,197,191</u>
Deferred Inflows of Resources		
Deferred inflows for leases	<u>770,756</u>	<u>-</u>
Total deferred inflows of resources	<u>770,756</u>	<u>-</u>
Net Position		
Net investment in capital assets	(45,198,237)	(45,457,095)
Restricted by enabling legislation	1,921,813	1,741,324
Unrestricted	<u>37,398,395</u>	<u>32,389,169</u>
Total net position	<u>\$ (5,878,029)</u>	<u>\$ (11,326,602)</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2022

Government-Wide Financial Analysis - Continued

Total assets increased approximately \$800,000 from 2021 to 2022 primarily due to the implementation of GASB 87 and the recognition of a lease receivable in the amount of approximately \$800,000. Net capital assets decreased approximately \$5.4 million primarily from depreciation on those assets. Total liabilities decreased approximately \$5.4 million from 2021 to 2022 primarily due to scheduled principal payments of \$5,675,000 made on the Agency's long-term bonds payable.

Condensed Statements of Activities

	2022	2021
Revenues		
Occupation taxes	\$ 20,004,357	\$ 16,163,372
Intergovernmental	3,585,254	3,647,762
Parking facility revenue	3,049,351	1,586,029
Suite and premium seating revenue	2,444,564	81,370
Investment income (loss)	(16,614)	286,916
Other program revenues	3,684,927	3,728,009
Total revenues	<u>32,751,839</u>	<u>25,493,458</u>
Expenses		
General government	7,889,105	7,196,470
Culture and recreation	5,328,167	5,328,168
Debt service	14,085,994	14,308,362
Total expenses	<u>27,303,266</u>	<u>26,833,000</u>
Change in Net Position	5,448,573	(1,339,542)
Net Position, Beginning of Year	<u>(11,326,602)</u>	<u>(9,987,060)</u>
Net Position, End of Year	<u><u>\$ (5,878,029)</u></u>	<u><u>\$ (11,326,602)</u></u>

Pinnacle Bank Arena, constructed by the Agency within the West Haymarket area, officially opened in September 2013. Thus, 2022 represents the ninth full year of activity for the Agency, while Pinnacle Bank Arena has been in operation. Total revenues increased approximately \$7.3 million from 2021 to 2022, primarily attributed to increases in parking facility revenue and suite and premium revenue. The Agency received more of these revenues in 2022 primarily due to the return of normal operations after the COVID-19 pandemic in prior years.

Total expenses increased approximately \$0.5 million from 2021 to 2022, which primarily results from an increase in general government expenses in 2022. General government expenses increased from 2021 to 2022 primarily as a result of an increase in miscellaneous contractual and other operational expenses due to Pinnacle Bank Arena resuming normal operations in 2022 after the COVID-19 pandemic in prior years.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2022

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 24% in 2022 compared to 2021. This is primarily a result of normal operations in the current year compared to the effect that the COVID-19 pandemic had in the prior year as businesses were shut down for a portion of early fiscal year 2021. 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, 2022 amounts to \$266,244,900. Additional information on the Agency's capital assets can be found in the notes to the financial statements.

Debt Administration

At August 31, 2022, the Agency had total bonded debt outstanding of \$313,610,000, 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, 2022, resulted in an increase in fund balance of \$5,334,190, resulting in a total fund balance at August 31, 2022 of \$42,029,223. 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, 2022

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Net Position
Assets			
Cash	\$ 20,352	\$ -	\$ 20,352
Equity in pooled cash and investments	41,459,869	-	41,459,869
Investments	5,107,565	-	5,107,565
Occupation taxes receivable	1,921,813	-	1,921,813
Accounts receivable	747,703	-	747,703
Interest receivable	171,124	-	171,124
Lease receivable	778,324	-	778,324
Due from other governments	740,197	-	740,197
Prepaid expenses	248,179	-	248,179
Assets held for resale	1,738,765	-	1,738,765
Capital assets, net of accumulated depreciation of \$47,410,723	-	266,244,900	266,244,900
Total assets	<u>52,933,891</u>	<u>266,244,900</u>	<u>319,178,791</u>
Deferred Outflows of Resources			
Deferred loss on refunding	-	501,093	501,093
Liabilities			
Accounts payable	53,585	-	53,585
Interest payable	-	2,916,295	2,916,295
Due to other City funds	529,294	-	529,294
Due to other governments	327,488	-	327,488
Security deposits	183,000	-	183,000
Unearned revenue	7,784,034	-	7,784,034
Long-term liabilities			
Payable within one year	-	9,750,000	9,750,000
Payable in more than one year	-	303,243,461	303,243,461
Total liabilities	<u>8,877,401</u>	<u>315,909,756</u>	<u>324,787,157</u>
Deferred Inflows of Resources			
Unavailable revenues	1,256,511	(1,256,511)	-
Deferred inflows for leases	770,756	-	770,756
Total deferred inflows of resources	<u>2,027,267</u>	<u>(1,256,511)</u>	<u>770,756</u>
Fund Balance/Net Position			
Fund Balance			
Nonspendable	248,179	(248,179)	-
Restricted for capital projects	1,049,230	(1,049,230)	-
Restricted by enabling legislation	1,921,813	(1,921,813)	-
Assigned for debt service	38,810,001	(38,810,001)	-
Total fund balance	<u>42,029,223</u>	<u>(42,029,223)</u>	<u>-</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 52,933,891</u>		
Net Position			
Net investment in capital assets		(45,198,237)	(45,198,237)
Restricted by enabling legislation		1,921,813	1,921,813
Unrestricted		37,398,395	37,398,395
Total net position		<u>\$ (5,878,029)</u>	<u>\$ (5,878,029)</u>

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, 2022

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Activities
Expenditures/Expenses			
General government	\$ 7,828,366	\$ 60,739	\$ 7,889,105
Culture and recreation	-	5,328,167	5,328,167
Debt service	19,789,891	(5,703,897)	14,085,994
Total expenditures/expenses	<u>27,618,257</u>	<u>(314,991)</u>	<u>27,303,266</u>
Program Revenues			
Naming rights and sponsorship revenue	1,532,019	(200,608)	1,331,411
Suite and premium seating revenue	2,444,564	-	2,444,564
Parking facility revenue	3,049,351	-	3,049,351
Charges for services	1,956,929	-	1,956,929
Facility lease and other rent revenue	396,587	-	396,587
Total program revenues	<u>9,379,450</u>	<u>(200,608)</u>	<u>9,178,842</u>
General Revenues			
Occupation taxes	20,004,357	-	20,004,357
Intergovernmental	3,585,254	-	3,585,254
Investment loss	(16,614)	-	(16,614)
Total general revenues	<u>23,572,997</u>	<u>-</u>	<u>23,572,997</u>
Revenues in excess of expenditures	5,334,190	(5,334,190)	-
Change in Net Position	-	5,448,573	5,448,573
Fund Balance/Net Position			
Beginning of Year	<u>36,695,033</u>	<u>(48,021,635)</u>	<u>(11,326,602)</u>
End of Year	<u>\$ 42,029,223</u>	<u>\$ (47,907,252)</u>	<u>\$ (5,878,029)</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

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, 2022, 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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

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 (loss) 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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

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, 2022, 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.

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, 2022.

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Fund Balance Classification - Continued

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 assets, net of accumulated depreciation, 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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

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, 2022:

Amounts reported for the West Haymarket JPA Fund are different from the statement of net position because of

Capital assets, net of accumulated depreciation	\$ 266,244,900
Interest payable	(2,916,295)
Unavailable revenue	1,256,511
Deferred loss on refunding	501,093
Long-term liabilities	<u>(312,993,461)</u>
Total adjustment amount	<u><u>\$ (47,907,252)</u></u>

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, 2022:

Amounts reported for the West Haymarket JPA Fund are different from the statement of activities because of

Depreciation expense	\$ (5,388,906)
Debt service	5,703,897
Change in unavailable revenue	<u>(200,608)</u>
Total adjustment amount	<u><u>\$ 114,383</u></u>

Change in Accounting Principle

During the fiscal year, the Agency adopted Governmental Accounting Standards Board Statement No. 87, *Leases*, and the adoption was retrospective to the earliest period presented which was September 1, 2021. The retrospective adoption of GASB 87 did not result in a restatement of beginning net position within the Agency's 2022 financial statements.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

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, 2022, the Agency had the following investments, maturities and credit ratings:

Type	Fair Value	Maturities (in Years)		Credit Ratings Moody's/ S&P
		5 to 10	More than 10	
Tax Increment Financing Investments	\$ 5,107,565	\$ 1,671,975	\$ 3,435,590	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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 2: Deposits, Investments and Investment Return - Continued

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, 2022, 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	\$ 20,352
Investments	5,107,565
Equity in pooled cash and investments	41,459,869
	<u>\$ 46,587,786</u>

Investment Income (Loss)

Investment loss, consisting of interest income and fair market value adjustments, was (\$213) for the year ended August 31, 2022.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

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, 2022 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, 2022.

Note 4: Capital Assets

As of August 31, 2022, the Agency's capital assets consisted of the following:

Depreciable assets, net of depreciation	
Buildings and improvements	\$ 207,156,748
Machinery and equipment	<u>378,641</u>
Total depreciable assets, net of depreciation	<u>207,535,389</u>
Nondepreciable assets	
Land	<u>58,709,511</u>
Total capital assets, net	<u><u>\$ 266,244,900</u></u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 4: Capital Assets - Continued

Capital asset activity for 2022 was:

	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Buildings and improvements	\$ 254,422,841	\$ -	\$ -	\$ -	\$ 254,422,841
Land	58,709,511	-	-	-	58,709,511
Machinery and equipment	523,271	-	-	-	523,271
Total capital assets	313,655,623	-	-	-	313,655,623
Less accumulated depreciation	(42,021,817)	(5,388,906)	-	-	(47,410,723)
Capital assets, net	<u>\$ 271,633,806</u>	<u>\$ (5,388,906)</u>	<u>-</u>	<u>\$ -</u>	<u>\$ 266,244,900</u>

Depreciation was charged to functions/programs as follows:

General government	\$ 60,739
Culture and recreation	<u>5,328,167</u>
Total depreciation expense	<u>\$ 5,388,906</u>

Note 5: Long-term Liabilities

Long-term liability activity for 2022 was:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable	\$ 319,285,000	\$ -	\$ 5,675,000	\$ 313,610,000	\$ 9,750,000
Unamortized bond premium	329,206	-	5,618	323,588	-
Unamortized bond discount	(964,462)	-	(24,335)	(940,127)	-
Net bonds payable	<u>\$ 318,649,744</u>	<u>\$ -</u>	<u>\$ 5,656,283</u>	<u>\$ 312,993,461</u>	<u>\$ 9,750,000</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 5: Long-term Liabilities - Continued

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.

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 5: Long-term Liabilities - Continued

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
2023	\$ 9,750,000	\$ 13,816,159	\$ (3,801,967)	\$ 10,014,192	\$ 19,764,192
2024	9,980,000	13,445,007	(3,730,836)	9,714,171	19,694,171
2025	10,240,000	13,062,695	(3,654,326)	9,408,369	19,648,369
2026	10,485,000	12,670,795	(3,572,334)	9,098,461	19,583,461
2027	10,750,000	12,257,463	(3,485,332)	8,772,131	19,522,131
2028-2032	58,855,000	54,558,789	(15,367,894)	39,190,895	98,045,895
2033-2037	68,960,000	41,322,318	(12,143,850)	29,178,468	98,138,468
2038-2042	81,250,000	24,561,046	(7,989,239)	16,571,807	97,821,807
2043-2047	53,340,000	5,564,807	(2,170,174)	3,394,633	56,734,633
	<u>\$ 313,610,000</u>	<u>\$ 191,259,079</u>	<u>\$ (55,915,952)</u>	<u>\$ 135,343,127</u>	<u>\$ 448,953,127</u>

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

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 \$48,000 for the year ended August 31, 2022, 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
2023	\$ 23,936	\$ 16,469	\$ 40,405
2024	24,456	15,949	56,354
2025	24,987	15,418	40,405
2026	25,529	14,876	40,405
2027	26,083	14,322	40,405
2028-2032	139,162	62,862	202,024
2033-2037	154,941	47,083	202,024
2038-2042	172,509	29,516	202,025
2043-2047	186,721	9,962	196,683
	<u>\$ 778,324</u>	<u>\$ 226,457</u>	<u>\$ 1,020,730</u>

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 2022 was approximately \$330,000. 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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 7: Arena Lease and Operating Agreement - Continued

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 \$34,000 to UNL during 2022 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 \$4,308,000 is included in unearned revenue. This amount is included in unearned revenue on the balance sheet at August 31, 2022 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, 2022, amounts collected by the Agency for premium seating arrangements for future years totaled approximately \$1,750,000, with approximately \$670,000 remaining to be collected for the contract period beginning September 1, 2022.

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

Annual Contract Period Beginning September 1,	
2022	\$ 2,419,819
2023	329,140
2024	202,877
2025	130,454
2026	79,898
Thereafter	39,676
	\$ 3,201,864

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 8: Contractual Arrangements - Continued

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 \$1,262,146 were received from IMG for the fiscal year ended August 31, 2022. 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
2022	\$ 1,000,000	\$ 1,550,000
2023	1,050,000	1,650,000
2024	1,050,000	1,650,000
2025	1,100,000	1,750,000
2026	1,100,000	1,750,000
Thereafter	2,300,000	3,700,000

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.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

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 \$1,090,000 for the year ended August 31, 2022. 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 \$1,381,000 during fiscal year 2022 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

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, 2022.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2022

Note 12: Subsequent Events

In October 2022, the Agency's board of representatives authorized a grant of funding 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.



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**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, 2022, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated February 15, 2023, which contained an Emphasis of Matter paragraph for a change in accounting principle.

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, LLP

Lincoln, Nebraska
February 15, 2023

RESOLUTION NO.

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

That the Real Property Agreement between the West Haymarket Joint Public Agency and the City of Lincoln transferring the West Haymarket Joint Public Agency's interest in a portion of property legally described as Lot 2, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska and an additional parcel as legally described in Exhibit B to the Real Property Agreement attached hereto, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized and directed to execute the Real Property Agreement, plat, deed, and any other necessary or appropriate documents for closing or any necessary or appropriate amendments thereto on behalf of the West Haymarket Joint Public Agency. The Chairperson is further authorized to approve any expenditure(s) for a Phase I Environmental Site Assessment not to exceed \$5,000.00.

Adopted this ____ day of April, 2023.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

REAL PROPERTY AGREEMENT

This Real Property Agreement (“Agreement”) is made and effective as of the date of execution of the last signing party by and between the **WEST HAYMARKET JOINT PUBLIC AGENCY (“JPA”)**, a joint public agency and political subdivision of the State of Nebraska and **CITY OF LINCOLN, NEBRASKA (“CITY”)**, a municipal corporation and political subdivision of the State of Nebraska.

WHEREAS, JPA entered into two separate Purchase Agreements with South Canopy, LLC to purchase what was known as the “**Jacobson Property**”, formerly described as Jacobson Addition, Lot 1 and West Haymarket 2nd Addition, Lot 1, both in Lincoln, Lancaster County, Nebraska, approved by Resolutions No. WH00969 and WH01006 on January 7, 2019; and

WHEREAS, JPA did not complete a Phase I Environmental Site Assessment (ESA) on then Jacobson Addition, Lot 1 (“**Jacobson NE Parcel**”) at or around the time of the purchase. The Jacobson Property is shown shaded as light green (Jacobson NE Parcel) and light blue on Exhibit A, attached hereto and incorporated herein by this reference. Completion of a Phase I ESA on the Jacobson NE Parcel is necessary prior to any of the conveyances described herein. A legal description of the Jacobson NE Parcel is attached hereto as Exhibit B; and

WHEREAS, the transactions, to be preceded by completion of Phase I ESAs described herein, are necessary in order to comply with certain U.S. Environmental Protection Agency (“EPA”) regulations for eligibility for Brownfield remediation grants as applied to the parcels described herein; and

WHEREAS, JPA, Cotswold Management, LLC, and CITY entered into the Real Property Exchange Agreement approved by JPA by Resolution No. WH01054 on April 25, 2019 and by City Council by Ordinance No. 20779 on May 6, 2019 (“**Exchange Agreement**”) in order to exchange property and facilitate the redevelopment of a commercial and/or residential lot and future park south of the Haymarket in Lincoln, Nebraska; and

WHEREAS, JPA, as a part of the transactions that were the subject of the Agreement, currently owns West Haymarket 4th Addition, Lot 2, Lincoln, Lancaster County, Nebraska (“**Lot 2**”) located generally at the northwest corner of 7th Street and “N” Street, shown outlined in red on Exhibit A, attached hereto and incorporated herein by this reference. Lot 2 has been proposed as a future redevelopment site for a commercial or residential building; and

WHEREAS, CITY, through its Urban Development Department, issued an Invitation for Redevelopment Proposals (“**IFRP**”) for the contemplated redevelopment on August 30, 2022; and

WHEREAS, CITY has selected a proposal and is negotiating a Redevelopment Agreement with the proposer (“**REDEVELOPER**”) anticipated to be approved in 2023; and

WHEREAS, the CITY, JPA, and REDEVELOPER contemplate that the size and shape of the redevelopment lot to be sold to REDEVELOPER shall need to be reconfigured to account for the new proposal for the commercial/residential building lot and to ensure that the future dedicated

park is not diminished in size as required under the public trust doctrine. Such future lot as reconfigured shall be referred to as the (“**Redevelopment Property**”); and

WHEREAS, through guidance by the U.S. Environmental Protection Agency, JPA and CITY shall complete Phase I ESA on the reformed Jacobson Property, in addition to other additional environmental considerations, prior to the Redevelopment Property being sold to the REDEVELOPER for construction of the redevelopment proposal building; and

WHEREAS, JPA and CITY contemplate that the sequence of transfers as described herein of Jacobson NE Parcel, Lot 2, and the Redevelopment Property (collectively “**Parcels**”) shall be beneficial to both parties in facilitating the future redevelopment project and park; and

WHEREAS, in order to complete the Phase I ESA, all of the Jacobson Property subject to environmental review must be titled in one entity for ease of completion. Then, after the Phase I ESA is completed on the reformed Jacobson Property, the Jacobson Property and Lot 2 shall be transferred to CITY for ease of the sale of the to-be-determined reconfigured Redevelopment Property to the REDEVELOPER; and

WHEREAS, JPA and CITY contemplate that the transfers shall proceed without delay to allow for the Phase I ESA to commence, subject to the contingency of the future approval of a Redevelopment Agreement with the REDEVELOPER upon mutually agreeable terms to include conveyance of the Redevelopment Property from CITY to REDEVELOPER; and

WHEREAS, JPA and CITY agree that transfers shall occur prior to determination of the final purchase price of the Redevelopment Property, which shall be reimbursed to JPA within thirty (30) days of the approval for closing on the Redevelopment Property; and

WHEREAS, JPA and CITY therefore enter into this Agreement to expedite JPA’s transfer of the Redevelopment Property to CITY, with acknowledgement by CITY that JPA shall be compensated at a later date for the full purchase price of the Redevelopment Property pursuant to the negotiated, mutually agreeable purchase agreement with the REDEVELOPER.

NOW, THEREFORE, in consideration of the mutual covenants and contingencies provided for herein, the parties do agree as follows:

1. INITIAL TRANSFER OF JACOBSON NE PARCEL TO JPA FOR PHASE I ESA. A Phase I ESA shall be completed on the Jacobson NE Parcel prior to conveyance of the parcel to the JPA by CITY. CITY shall then convey the Jacobson NE Parcel to JPA. Closing and transfer of the Jacobsen NE Parcel to JPA shall occur within thirty (30) days of this Agreement. A Phase I ESA will then be completed on all of Lot 2, and the Jacobson NE Parcel, prior to conveyance of Lot 2 and the Jacobson NE Parcel.

2. SECOND TRANSFER OF PROPERTY TO CITY. Within thirty (30) days after closing on the conveyance of the Jacobson NE Parcel to JPA and completion of the Phase I ESA on Lot 2 (that includes the second Phase I ESA on the Jacobson NE Parcel), JPA shall convey to CITY Lot 2 and the Jacobson NE Parcel.

3. PURCHASE PRICE. CITY shall use best efforts to obtain fair market value, expressed as a price per square foot, for the portion of the Redevelopment Property represented by Lot 2 for the benefit of JPA. CITY shall use an appraisal prepared for the properties to be conveyed as the basis for negotiations. Any and all net proceeds from the sale of the Redevelopment Property shall be paid by CITY to JPA within thirty (30) days of approval of closing on the Redevelopment Property. JPA shall have the right to approve the sale price of the Redevelopment Property to the REDEVELOPER. CITY shall hold the Redevelopment Property until such time as the REDEVELOPER, or another bona fide purchaser should REDEVELOPER not agree to purchase the Redevelopment Property, is prepared to purchase the Redevelopment Property subject to mutually agreeable terms.

4. NECESSARY APPROVALS; CONTINGENCIES. This Agreement is contingent upon JPA and CITY obtaining all necessary approvals under state law, municipal ordinances, or any other laws applicable to real estate purchases prior to closing. In the event either JPA or CITY does not obtain all necessary approvals by the closing date, the parties may agree to an extension of the closing date, or either party may terminate the Agreement. Closing shall be contingent on the approval and execution of an agreement between CITY and the REDEVELOPER for purchase of the Redevelopment Property. In the event that CITY does not enter into an agreement for the sale of the Redevelopment Property to the REDEVELOPER by not later than November 1, 2023, subject to further extension by mutual agreement of the parties, this Agreement shall be null and void, and the portion of the Redevelopment representing Lot 2 may revert back to JPA, at the option of the JPA or as may be mutually agreed to by the parties.

5. TITLE INSURANCE. Either of the parties may obtain a commitment for an owner's policy of title insurance for the Parcels in an amount not less than the appraised value through Nebraska Title Company. Any title defects shall be noticed prior to closing, with ten (10) days to cure after written notice of such defects, to have the exceptions removed from the title commitment or to have the title insurer commit. In the event that either party elects to take title despite such exceptions or defects, said exceptions or defects shall be deemed to be permitted exceptions. The original premium for the title insurance commitments and the premium for the title insurance policy shall be paid by the future owner of the particular transaction.

6. CLOSING. The parties will execute and deliver all deeds and other documents reasonably necessary to consummate the transfers of the aforementioned parcels pursuant to the terms of this Agreement. The closing shall occur on a date and time to be determined by the Parties hereto which shall not be later than June 1, 2023 without the mutual agreement of the Parties for an extension of time. Each party shall bear all its own expenses in the negotiation, execution, and performance of this Agreement, including its own attorney's fees. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement. The risk of loss or damage to any of the parcels described herein shall rest with the owner until the time of delivery of possession.

7. NO BROKERS. The parties agree that no party shall be liable for any real estate broker's commission, agent's commission, or finder's fee in connection with this Agreement; and each party warrants to the other party that it shall indemnify and hold the other party harmless for

all claims of any person for brokers' or agents' commissions or finder fees making claim through it in connection with the sale.

8. TAXES. Any real estate taxes or special assessments on any of the Parcels shall be paid by the owner during ownership. If any of the parcels are not otherwise exempt from real estate taxes, the taxes for the year of closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. Special Assessments assessed shall be prorated to the date of transfer, insofar as feasible.

9. AS IS. Subject to the indemnifications, warranties, and representatives stated herein, both parties acknowledge that it has not been influenced to enter into this transaction, nor relied upon any warranties or representations not set forth in this Agreement, or otherwise previously made in writing. Neither party makes any representation or warranties of any kind, except as set forth in the deeds and stated herein, either express or implied, with respect to the use, title, condition, code or law compliance, or occupation of the Parcels with respect to the physical or structural condition of the Parcels, the Parcels' compliance with the Americans with Disabilities Act, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Parcels, and hereby disclaims any implied warranty regarding the fitness for any particular purpose, quality or merchantability of the Parcels or any portion thereof. Except to the extent otherwise provided in this Agreement, the Parcels shall be conveyed on an "AS-IS, WHERE-IS" basis without any representations or warranties of any kind, express or implied, except as set forth in the deeds or stated in this Agreement.

10. INDEMNIFICATION. Notwithstanding any contrary provisions herein, from and after closing, each party shall indemnify, defend, and hold harmless the other party and its directors, officers, agents, and employees from all claims, damages, losses, expenses, and liabilities, including but not limited to attorney's fees, regarding the environmental warranties and representations stated herein, the condition of the Parcels or claims, damages, injuries or liabilities, including, but not limited to, environmental conditions, existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Parcels, valuation, salability, or utility of the Parcels, or its suitability for any purpose whatsoever. This section shall survive closing.

11. CONSTRUCTION OF AGREEMENT; MISCELLANEOUS. The recitals listed above are hereby incorporated into, and made a part of, this Agreement by this reference. This Agreement, which may be executed in multiple counterparts, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both JPA and CITY. The captions are used only as a matter of convenience and are not to be considered a part herein or to be used in determining the intent of the parties to it. This Agreement shall be governed and construed by and under the laws of the State of Nebraska. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions inoperative, unenforceable, or invalid. All terms, conditions, and warranties contained in this Agreement shall survive the execution and closing. No inference shall be drawn, either against or in favor of any party, based on the drafting of any portion hereof. The parties agree that time is of the essence in performing the obligations herein.

This Agreement constitutes the entire understanding of the parties with respect to the Parcels and sale hereof and supersedes all prior representations, agreements, or understandings.

IN WITNESS WHEREOF, CITY and JPA have caused these presents to be executed as of the dates below indicated.

WEST HAYMARKET JOINT PUBLIC AGENCY (“JPA”),
a Nebraska political subdivision

By: _____
Leirion Gaylor Baird, Board Chair

DATE: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the Board Chair of West Haymarket Joint Public Agency, on behalf of JPA.

(S E A L)

Notary Public

CITY OF LINCOLN, NEBRASKA (“CITY”),
a Nebraska political subdivision

By: _____
Leirion Gaylor Baird, Mayor

DATE: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Leirion Gaylor Baird, Mayor on behalf of the City of Lincoln, Nebraska.

(S E A L)

Notary Public

EXHIBIT A

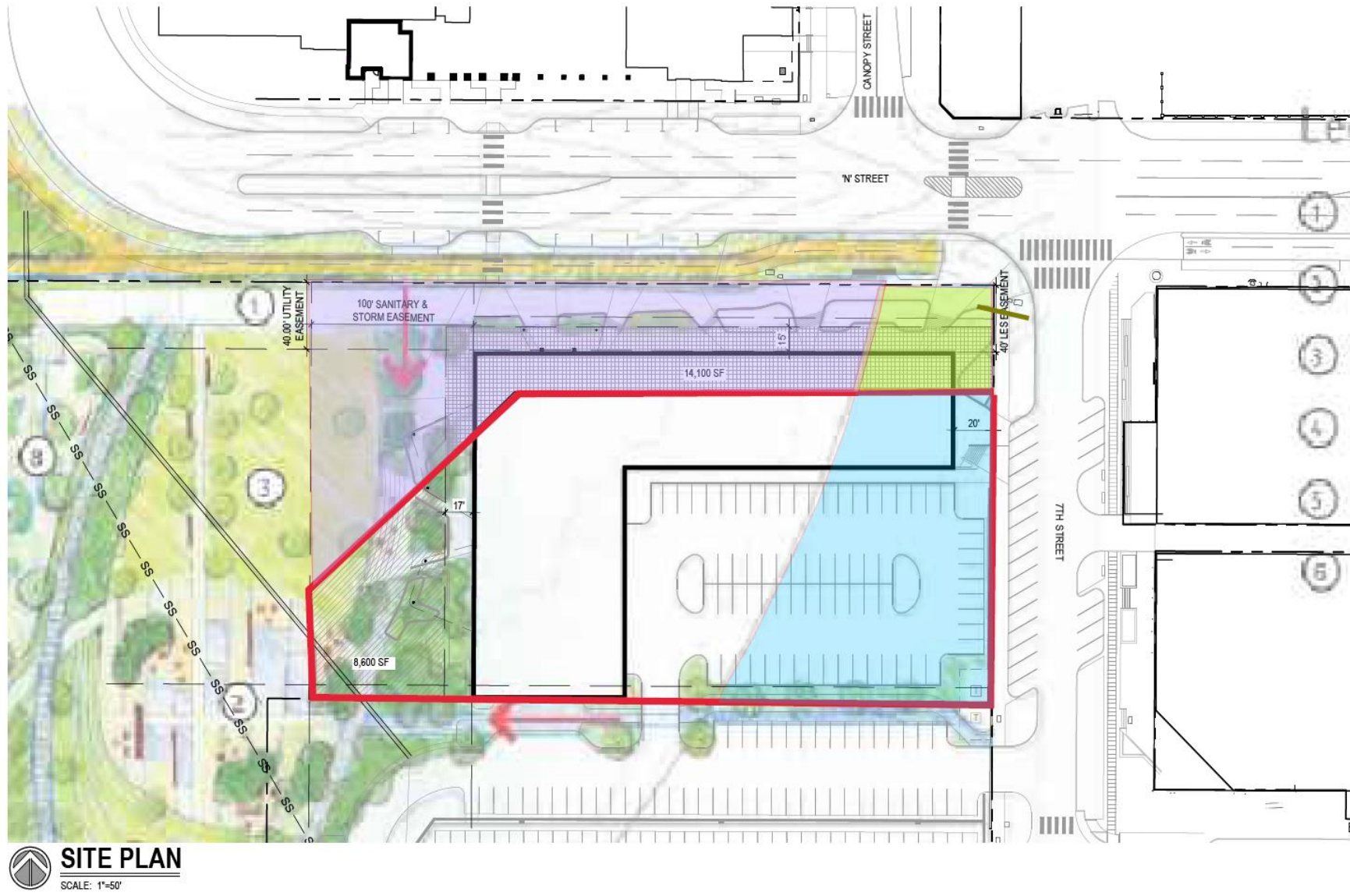


EXHIBIT B: LEGAL DESCRIPTION

Property

[FINAL EXHIBIT B TO BE SUBSTITUTED PRIOR TO APPROVAL BY JPA]