

**AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, AUGUST 19, 2022 AT 1:30 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 April 20, 2022.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the minutes from the JPA special meeting held June 13, 2022.
 - (Staff recommendation: Approval of the minutes as presented)
5. Approval of the minutes from the JPA special meeting held July 18, 2022.
 - (Staff recommendation: Approval of the minutes as presented)
6. Approval of the Payment Register for April through July 2022 and review of the Expenditure Report as of July 31, 2022. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
7. WH 22-7 Resolution to approve a Right of Entry Agreement for Parking between the West Haymarket JPA, City of Lincoln, and Cotswold Management, LLC allowing Cotswold Management, LLC to enter onto City and JPA property within West Haymarket 4th Addition until Cotswold completes rehabilitation and construction activities on its adjacent property. (Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
8. WH 22-8 Resolution to approve the proposed operating budget and capital improvement program for the West Haymarket JPA for September 1, 2022 through August 31, 2023. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval)
9. WH 22-9 Resolution to approve an Amendment to Memorandum of Understanding between the West Haymarket JPA and Project Control of Texas, Inc., for Construction Management Services for a term of September 1, 2022 through August 31, 2023 with costs not to exceed \$50,000.00. (Caleb Swanson/Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
10. Next Meeting Date: The next meeting date will be Thursday, December 29, 2022 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
11. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
April 20, 2022

Meeting Began At: 1:32 P.M.

Meeting Ended At: 1:53 P.M.

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

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

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

Item 2 - Public Comment and Time Limit Notification.

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

Item 3 – Approval of the minutes from the JPA meeting held January 27, 2022.

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

Item 4 - Approval of the Payment Register for January through March 2022 and review of the Expenditure Report as of March 31, 2022.

Melinda Jones, Interim Finance Director and JPA Treasurer, stated in reviewing the January through March 2022 payment register the expenditures total \$1,672,456.58 of which the major payments consisted of a payment to Lancaster County Treasurer for annual West Haymarket Maintenance Special Assessments on JPA owned properties of \$19,667.52; a payment for the Second Quarter Fiscal Year 2021-2022 City Staff Reimbursement of \$102,944.75; \$55,387.00 to the City Controller for the annual payments of \$32,387.00 for arena festival lot maintenance and \$23,000.00 for DLA maintenance of Arena Drive; \$221,887.73 for parking garage management for December 2021 through February 2022; a DEC payment of \$713,945.95 of which 72.5% or \$517,811.02 was billed to the West Haymarket private customers; \$86,461.27 for arena repair and maintenance for December 2021 through February 2022; \$8,801.00 for data processing and miscellaneous equipment for the sound system; \$29,070.00 for the rental of sound equipment after the in-house sound system failed during state basketball tournaments; Third Quarter 2021-2022 Fiscal Year Sponsorship payment of \$250,000.00; and the Third Quarter Fiscal Year 2021-2022 Operating Increment of \$150,000.00.

Clare asked Jones for a breakdown of the \$102,944.00 for City Staff Costs that includes the hourly rates, how the time has been allocated, etc. Clare commented it is only fair to determine if the City is paying too much or not enough. Jones explained they are currently working and analyzing this for the next budget. She stated in some cases you cannot always do an hourly rate, for example an Account Clerk III that is processing the deposits, it may only take her 3 minutes to make a deposit for that day, but then there are other tasks involved later on where we aggregate all the money together and perform daily balancing, bank reconciliations, etc.

Therefore, this is considered a per price unit of what a deposit costs. Overall the cost allocation we use for other funds and services is how the costs for their services is billed for finance employees. Clare stated he doesn't disagree with the City's method, but he said it would be nice to see what makes up \$103,000 as this is a lot of money. When this project was set up it was determined that the City was not going to fund the arena and the arena was not going to fund the City. He would like to see what the allocations are. Mark Leikam, City Finance, explained that there is a spreadsheet showing the breakdown of the employees costs and this amount is a quarter of the total amount budgeted for this fiscal year. Clare asked Leikam to send him this spreadsheet.

Jones reported that the occupation taxes are up \$2,956,040 over the prior year or 36.86% ahead of 2020's occupation tax collections. So far this year, occupation taxes are up 19.06% or \$2,799,751 over original projections corresponding with the year 2030. During the pandemic we were corresponding with 2024 so we have recovered six years back. Since the inception of the JPA, we are 17.63% or \$25,815,216 over original projections. Clare asked if Jones could explain how this correlates to 2019. Jones explained that comparing March 2020 to March 2022 there is a \$630,000 increase or a 6.1% increase in the collection of occupation taxes. Gaylor Baird stated to clarify when looking at this document which is compared to 2021 there is a roughly a 37% increase whereas comparing this document to 2020 there is only a 6% growth. Jones confirmed this is correct. Jones pointed out the overall fund balance is up to \$40,730,997.00.

Jane Kinsey, Watch Dogs of Lincoln Government, asked for the monthly reports. Leikam explained that only quarterly reports are prepared now. Chris Connolly, City Law Department, explained that monthly reports will no longer be printed or provided. Kinsey commented that the arena is a money pit, things keep going wrong, and they are taken care of for whatever they ask for. She further commented that we are coming into a time when things are going to be tough and that we may be over the pandemic but we are not out of trouble.

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

Item 5 – WH 22-4 Resolution to approve a Unit Price Contract with MTZ Construction, LLC for a total amount not to exceed \$32,136.25 for the Pinnacle Bank Arena ADA ramp improvements project in front of the ticket office, pursuant to Bid No. 21-003. (Caleb Swanson)

Adam Hoebelheinrich, PC Sports, explained that this item is looking to upgrade the ramp south of the ticket office for ease of access for pedestrians. The arena currently meets all ADA requirements. This is to ease traffic patterns for the public to access the facility. He explained, previously there was an agreement for the design and the design is now complete. This went through the City's procurement process using their Unit Price Contract method to find a competitive number which was \$32,136.25 to MTZ Construction. Based on current market conditions, he is recommending approval. Clare asked if payment for this will come out of the endowment. Hoebelheinrich confirmed that payment will come out of the endowment.

Kinsey commented that she does not approve of this and thought this was something that should've been addressed during the original design. She further commented that she does not approve of bringing a proponent of marijuana usage to the PBA in the midst of gathering

signatures to put this on the ballot in Nebraska and further expressed her concerns for addiction. She asked the Board to cancel the event.

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

Item 6 – Set Next Meeting Date.

The next meeting will be Thursday, August 25, 2022 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 7 – Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 1:53 p.m.

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Special Board Meeting
June 13, 2022

Meeting Began At: 8:37 A.M.

Meeting Ended At: 8:42 A.M.

Members Present: Leirion Gaylor Baird and Tim Clare were present in Chambers, and
Tammy Ward was present via zoom

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 – WH 22-5 Resolution to approve a Contract between the West Haymarket JPA and Theatrical Media Services for a total amount not to exceed \$61,980.50 for a sound amplifier for the Pinnacle Bank Arena, pursuant to Bid No. 22-099. (Chris Connolly)

Chris Connolly, City Law Department, explained the in-house sound system for Pinnacle Bank Arena failed back in March during the State Basketball tournament. He stated Tom Lorenz and his staff have been renting equipment since that time for various events that require the in-house sound system. He further explained this went through the regular competitive process, and this was the lowest, responsible, responsive bid. This special meeting was called in order to get this item approved as they did not want to wait until August as this would continue to incur extra expenses with renting the equipment. To rent the equipment is around \$4,000.00 each time. This is only for the amplifiers. The speakers, cables, etc. are still in good shape. Clare commented that the whole system would have cost around a quarter of a million dollars, but through the staff's efforts they were able to trouble shoot and figure out exactly what the problem was. He further stated he appreciates their efforts in helping be good stewards with the taxpayers money in order to fix the system. Tom Lorenz, General Manager of the Pinnacle Bank Arena, thanked Clare and commented that he has really good staff that continue to work through this. He explained this is the legacy system that was installed when the Arena first opened. They brought in the initial consultant who installed the equipment and they were able to narrow the issue down to the amplifiers. This is also a safety issue as this powers the speakers in the restrooms and concourse and is needed for the system to work correctly. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 4 – Motion to Adjourn

Clare moved to adjourn. Motion seconded by Ward. The meeting adjourned at 8:42 a.m.

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Special Board Meeting
July 18, 2022

Meeting Began At: 9:04 A.M.

Meeting Ended At: 9:37 A.M.

Members Present: Leirion Gaylor Baird and Tim Clare

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 – WH 22-6 Resolution to approve Amendment No. 2 to the DAS Concession Agreement between the West Haymarket JPA and Concourse Communications Group, LLC for an extension of the agreement to provide DAS services at the Pinnacle Bank Arena for two additional five-year periods through July 1, 2034. (Chris Connolly)

Chris Connolly, Law Department, explained that in 2013 as the arena was being completed there was a DAS or Distributed Antenna System that was installed by Boingo who is the current vendor. The agreement was for ten years, although it was modified in 2014, therefore expiring in 2024. Boingo approached the JPA and asked for an extension of the agreement for up to 10 years. The concern for Boingo is longevity. The JPA is looking for more carriers. There currently is only one carrier but Boingo has assured staff that they have another carrier lined up. This carrier requested that Boingo have an agreement with the JPA by the end of July 2022 in order for Boingo to enter into an agreement with AT&T, the other carrier. If they don't enter into this agreement, it will be a loss of revenue for the JPA or roughly \$3,000 a month. Essentially, this will be an upgrade to the current system. They will be installing 5G capabilities in the coming years. In terms of revenues, the JPA added a provision that requires them to pay an additional \$3,000 a month if they fail to line up another carrier. This will make up for the revenues we expect to receive with another carrier. Boingo stated they have a second carrier lined up, but this has not been firmed up. Then they would actually have all three of the carriers they were supposed to have before 2024. Other aspects of this agreement are if they fail to get the upgrades discussed the JPA can cancel before 2024. There is also the carrier deficiency payment as previously discussed totaling \$9,000 each quarter. Connolly stated he appreciated the Board's willingness to review this at a special meeting as opposed to a regular meeting as they felt it was important to complete this agreement with Boingo so that they can bring on the other carrier. This would provide the JPA with additional revenues and provide a better experience for the fans. Connolly further explained they looked at other possible vendors. They talked to a potential vender and were given a quote. The pricing in the quote was structured different than this one, but the total dollars to the JPA would be about the same. The problem in switching vendors is there would be a transition period between vendors. This means that

Boingo would have to come in and remove all of their equipment and the new vendor would have to then install all of their equipment. While there is some possibility of coordination on the project there is a risk that between the speed of equipment being torn out and other equipment being put in, there may be events where we don't have service and that is a big concern. The current system has worked well. Staff recommended approval of the agreement.

Clare stated that he has an issue with the twelve-year term and commented technology is going to substantially change, so locking ourselves into something for twelve years is quite a long time. Clare asked if the JPA has outs on this after five years. Connolly stated there is a termination provision that would allow the JPA to terminate the agreement. Clare asked if the JPA has the ability to say no during an option to renew. Gaylor Baird asked if the initial term of the agreement ends in 2024 and Connolly confirmed this to be correct. Gaylor Baird asked if at this time it would be our first evaluation point. Connolly agreed and stated then it could be reevaluated five years after that or the JPA could terminate for convenience at any time. However, doing this would create additional expenses for the JPA and one of the expenses would be lining up a new vendor and getting them ready to go. The JPA would have to pay undepreciated costs on the system, so it gets more expensive if the JPA were to terminate the agreement.

Gaylor Baird asked Connolly to explain more about the background of the number of carriers and what value the JPA has missed out on since we didn't get all the carriers we were expecting and if there are any penalties written into the agreement. Connolly stated the original agreement called for three carriers. They have only had one carrier so this was something they discussed. Boingo is working on getting three carriers. They have a second carrier lined up, but they need to get this agreement done by the end of July for that carrier to agree to come on line. The payment is not technically a penalty because if it's a penalty then we don't get to keep it. Therefore, it is called loss revenues which is effectively what this is. It is damages for them not getting the other carriers on board. Tom Lorenz, General Manager of the Pinnacle Bank Arena, stated that right now we are moving toward 5G technology. The carriers will want to see upgrades also so that is built in. It is always on the carrier side for them to put in the upgrades. Boingo will have to continue to keep upgrading so that they keep their carriers happy. The great part about this is that all of the installation costs are on their side. We simply make revenue off of it and it doesn't cost us anything to put up additional infrastructure. As we expand carriers, there will be more monthly revenue received. For the first nine years Verizon has been the main carrier for the system. He stated they have never had any complaints about anyone not being able to get service. Gaylor Baird asked Lorenz what the advantages and disadvantages are with having a lengthy agreement. Lorenz explained the current system initially was over a million dollars. If you give a much shorter time frame, then the carriers are much less likely to sign up because they won't be able to put in the new equipment for 5G. What will happen is the wiring will stay, new antennas will come in, separate buildings on site will have to be upgraded and if we only give them five years, we may lose AT&T and even Verizon possibly will be lost. We would have to start over. If there is a transition between vendors, we are talking about months without service. If this happens during basketball season, this would cause a problem as this is how people get back in as they use their phones to access their tickets. This is a logical way for a company to come in at no cost to us within a neutral DAS and expand their system.

Clare stated he doesn't like being pressured to make a decision within only 14-15 days and if we don't approve this, then we lose a potential carrier. He asked what is going to be different from

the past eight years and why are we now all the sudden, with 80% of the agreement done, coming in and saying we are going to get a new carrier this time and maybe a second additional carrier. Lorenz stated hopefully what you see different is nothing. Hopefully you continue to see great connectivity to make calls inside the arena. As the other two carriers expand within the area it is their interest to put additional dollars into this. It should be a seamless transition. Timing wise, there is now an aggressive representative that wants to bring other carriers on. The carriers are ready to move now, and staff doesn't want to lose this opportunity. Clare asked if what they are providing is best practices. If somebody can't get connectivity it impacts the Pinnacle Bank Arena. Clare asked if this is the best technology out there that we can hope to ever get. Lorenz explained they had another company come to the arena and take a look and do a walk through for their neutral DAS system they would provide. They will deal with the same issues, and they don't necessarily have ties with Verizon to start with. We need to have the key vendor in Lincoln for the system and we need to expand. Connolly commented the only difference is we would get additional revenues if we had this deal and AT&T comes on board. Lorenz commented we are not coming here asking you to spend money. We are asking you to expand the system to make more money.

Gaylor Baird asked for an explanation about the idea that switching is too hard because there is a risk. She further asked, what kind of risk are we talking about? If we don't approve this and we have to go get another carrier, wouldn't we just plan for a timeline that would work. Lorenz explained that if they don't approve this then we don't get AT&T. They will then just leave it with Verizon as the main carrier and hopefully we are able to pick up some other carrier. The difference you would see with this would be less revenue per month. If we had to switch to an entirely different company, then Boingo will run their agreement out to the end of their ten years and then they will take their equipment out and we would have to wait for another entirely different DAS vendor to come in and install a whole new system which includes a pretty extensive piece outside the building, new wiring, and it would be months of no coverage and months of no revenue. Gaylor Baird asked if it really would be or would you do the RFP and develop the agreement and have them begin installation the day after Boingo. Connolly stated we can do all of the procurement aspects ahead of time. Gaylor Baird asked if installation takes three months. Connolly stated that is what they are being told as there will be a transition period which is what they are concerned about. With the new system going in and the old system coming out at the same time, there will be times when both vendors will need to be in the same spaces. They are trying to avoid this as they didn't see that there was going to be large new revenues that were going to come in as a result of a different vendor coming in. With it going to be the same amount of dollars, it made sense to stay with what we have and avoid the issue of whether or not we would run into outages in a transitional period. The company that came in and took a look provided a quote. Their pricing was different in that we would get so much a month for the carriers, and they would give you so much per carrier up front. The money on the per month over ten years was more than the carrier up front type monies. This is a system that is already there, it works, it just needs an upgrade. The revenue over ten years was better.

Clare asked if they have spoke to the athletic department to see what they are doing and what the future holds for them with regard to WiFi. Lorenz stated they included him on a call a while back. WiFi is a different system than the DAS. The arena uses the Legacy system. The athletic department uses a separate system, and they are not able to use the infrastructure from the arena's system. The Legacy system is a standalone system and we are not able to coordinate with their system.

Clare asked if the Board has to approve this. Connolly explained that AT&T will not go through with their deal with Boingo if this agreement is not completed by July 31. Clare asked if they are guaranteeing that AT&T will be on this system. Connolly stated that is what staff is being told. He further explained that they have a deal with them that is contingent upon this agreement being completed as they do not want to commit with the agreement expiring in less than two years. Clare asked if this gets approved, when will we know that AT&T has signed the deal with Boingo? Clare commented that his concern is this agreement has gone on for a long period of time and they haven't fulfilled getting three carriers and now we are getting held over a barrel for two carriers. He further commented he is okay with moving forward but he wants to know when AT&T will commit and when will a third carrier come on so that they are in compliance with the agreement. He asked when we will have 5G to provide the total fan experience which is what the Board looks at in terms of clientele. Lorenz stated if this is approved, we will pass it along and then Boingo and AT&T will go into the design phase regarding expanding and upgrading the DAS. Boingo is talking to T-Mobile and hoping to bring them on also. The main idea here will be between Boingo, Verizon, and AT&T and upgrading to 5G. Boingo's agreement goes through July of 2024 so they would have the 5G installed prior to that. If we don't do this deal and we try to get someone new in, we won't have 5G until long after July of 2024. Lorenz commented that he didn't come in with the idea of holding the Board over a barrel. He felt this was great timing as they have another carrier ready to go and he appreciated the Board coming in today to discuss this. Clare commented that there are things going on over at the athletic department that we may want to look into and now we are potentially boxed in for twelve years. Lorenz stated that if we don't get AT&T, we still have an out. They don't have a guaranteed third carrier, but they are confident they can bring a third carrier on. Lorenz explained if they don't get a third carrier then we can get out. Connolly explained Boingo also has the option to get out if they don't want to pay the extra money that we should be getting with the third carrier. In this instance, we would have to scramble to get someone to come in and put in a new system. Clare stated he will move to approve, but he wants this agreement to be fulfilled and three carriers to come on board. He commented the Board has a duty to provide the best environment, fan experience, technology, etc. He further commented he would like to know when the arena will get 5G. Connolly stated through the discussions with Boingo and examining all of the alternatives with doing an RFP, searching for a new vendor, and discussing this with a new potential vendor, they felt more comfortable going forward and working with Boingo through a new representative who they believe is doing a better job than the last representative. He further commented that Boingo got an ear full from multiple people on the City/JPA side with regard to the fact that they haven't gotten three carriers to begin with. They also felt it was too much of a risk to switch vendors as the potential new vendor was not offering anything different and the fan experience would be the same, so it made sense to staff to stay with Boingo. Clare asked if they have an out to terminate the agreement if they don't get three carriers and not fulfilling the terms of the agreement. Connolly confirmed this is correct and that we can terminate with thirty days' notice. Gaylor Baird asked if Clare would like to have updates on this process as a future agenda item. Clare confirmed he would. Connolly stated updates can be provided.

There being no further discussion or public comment, Clare moved approval of the resolution. Gaylor Baird seconded the motion. Motion carried 2-0.

Item 4 – Motion to Adjourn

Clare moved to adjourn. Motion seconded by Gaylor Baird. The meeting adjourned at 9:37 a.m.

West Haymarket Joint Public Agency Payment Register by Vendor 4/1/2022 through 7/31/2022										Page Date	- - 08/02/22	1
Busi Unit	Vendor Number	Vendor Name	Payment Remark	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number		
06095	38391	Lincoln Journal Star	Account #118-60115244	5952	Advertising/Media Serv	PV	2144063	29.39	05/19/22	171911		
06095	38391	Lincoln Journal Star	118-60115244	5952	Advertising/Media Serv	PV	2151524	35.05	07/14/22	173625		
total								64.44				
06095	53356	Lincoln Electric System	277 Pinnacle Arena Dr	5821	Electricity - Bldg & Grnds	PV	2138299	349.65	04/07/22	170496		
06095	53356	Lincoln Electric System	200 N 7th St	5821	Electricity - Bldg & Grnds	PV	2138300	107.40	04/07/22	170496		
06095	53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	5821	Electricity - Bldg & Grnds	PV	2138303	44.04	04/07/22	170496		
06095	53356	Lincoln Electric System	277 Pinnacle Arena Dr	5821	Electricity - Bldg & Grnds	PV	2142936	345.94	05/12/22	171614		
06095	53356	Lincoln Electric System	200 N 7th St	5821	Electricity - Bldg & Grnds	PV	2142938	107.40	05/12/22	171614		
06095	53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	5821	Electricity - Bldg & Grnds	PV	2142939	43.21	05/12/22	171614		
06095	53356	Lincoln Electric System	277 Pinnacle Arena Dr	5821	Electricity - Bldg & Grnds	PV	2146514	286.04	06/09/22	172514		
06095	53356	Lincoln Electric System	200 N 7th St	5821	Electricity - Bldg & Grnds	PV	2146515	102.61	06/09/22	172514		
06095	53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	5821	Electricity - Bldg & Grnds	PV	2146516	40.09	06/09/22	172514		
06095	53356	Lincoln Electric System	277 Pinnacle Arena Dr	5821	Electricity - Bldg & Grnds	PV	2150465	488.37	07/07/22	173453		
06095	53356	Lincoln Electric System	200 N 7th St	5821	Electricity - Bldg & Grnds	PV	2150466	115.37	07/07/22	173453		
06095	53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	5821	Electricity - Bldg & Grnds	PV	2150467	44.10	07/07/22	173453		
total								2,074.22				
06095	76881	Windstream	Billing number 402-477-6387	5829	Telephone	PV	2138307	113.23	04/07/22	170510		
06095	76881	Windstream	Billing number 402-477-6387	5829	Telephone	PV	2142940	112.51	05/12/22	171632		
06095	76881	Windstream	Billing number 402-477-6387	5829	Telephone	PV	2146517	112.69	06/09/22	172529		
06095	76881	Windstream	Billing number 402-477-6387	5829	Telephone	PV	2150468	112.69	07/07/22	173458		
total								451.12				
06095	77462	Lancaster County Treasurer	ST MAINTENANCE WEST O ST 2022	5856	City Share Linc Center Maint	PV	2144678	148.18	05/26/22	172149		
total								148.18				
06095	77921	County/City Property Management	Amtrak Station supplies	5870	Other Bldg Maintenance	PV	2141896	2,526.90	05/05/22	171437		
06095	77921	County/City Property Management	Amtrak Station expansion tank	5870	Other Bldg Maintenance	PV	2144064	57.55	05/19/22	171933		
06095	77921	County/City Property Management	Amtrak Station-rekey lock	5870	Other Bldg Maintenance	PV	2144679	12.00	05/26/22	172150		
06095	77921	County/City Property Management	Acct #209-1 3/22	5261	Postage	PV	2145828	113.16	06/02/22	172384		
06095	77921	County/City Property Management	Acct #209-1 4/22	5261	Postage	PV	2145830	449.83	06/02/22	172384		
total								3,159.44				
06095	98079	Black Hills Energy	277 Pinnacle Arena Dr	5825	Natural Gas	PV	2138308	272.38	04/07/22	170524		
06095	98079	Black Hills Energy	277 Pinnacle Arena Dr	5825	Natural Gas	PV	2141897	107.09	05/05/22	171455		
06095	98079	Black Hills Energy	277 Pinnacle Arena Dr	5825	Natural Gas	PV	2145831	46.68	06/02/22	172400		
06095	98079	Black Hills Energy	277 Pinnacle Arena Dr	5825	Natural Gas	PV	2150476	44.03	07/07/22	173475		
total								470.18				
06095	98415	Lincoln Water System	277 Pinnacle Arena Dr	5830	Water	PV	2141036	245.12	04/27/22	632582		
06095	98415	Lincoln Water System	277 Pinnacle Arena Dr	5830	Water	PV	2149677	249.00	06/29/22	633751		
06095	98415	Lincoln Water System	277 Pinnacle Arena	5830	Water	PV	2151525	150.00	07/13/22	633977		
total								644.12				
06095	102154	Public Building Commission	Space Rental 4/22	5928	Rent of Co/City Bldg Space	PV	2140108	86.10	04/21/22	171023		
06095	102154	Public Building Commission	Space Rental 4/22	5931	Parking Rent Bldg Comm	PV	2140108	8.75	04/21/22	171023		
06095	102154	Public Building Commission	Space Rental 5/22	5928	Rent of Co/City Bldg Space	PV	2142941	86.10	05/12/22	171665		
06095	102154	Public Building Commission	Space Rental 5/22	5931	Parking Rent Bldg Comm	PV	2142941	8.75	05/12/22	171665		
06095	102154	Public Building Commission	Space Rental 6/22	5928	Rent of Co/City Bldg Space	PV	2147505	86.10	06/16/22	172817		

West Haymarket Joint Public Agency Payment Register by Vendor 4/1/2022 through 7/31/2022											Page Date	- - 08/02/22	2
Busi Unit	Vendor Number	Vendor Name	Payment Remark	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number			
06095	102154	Public Building Commission	Space Rental 6/22	5931	Parking Rent Bldg Comm	PV	2147505	8.75	06/16/22	172817			
06095	102154	Public Building Commission		5928	Rent of Co/City Bldg Space	PV	2151526	86.10	07/14/22	173672			
06095	102154	Public Building Commission		5931	Parking Rent Bldg Comm	PV	2151526	8.75	07/14/22	173672			
total								379.40					
06095	111472	Nebraska Printing Center Inc	Customer 0000589	5763	Printing	PV	2138909	40.25	04/14/22	170771			
total								40.25					
950	118009	University of Nebraska-Lincoln	UNL PBA Settlement 2021-22	2139	Due To Other Governments	PV	2148813	360,116.24	06/22/22	633607			
06094	118009	University of Nebraska-Lincoln	UNL PBA Settlement 2021-22	3512	Facility Rental	PV	2148813	326,311.92	06/22/22	633607			
total								33,804.32					
06095	120272	City of Lincoln - Accounting De	City Staff 3rd Qtr FY 2021-22	5621	Misc Contractual Services	PV	2147508	102,944.75	06/15/22	633475			
total								102,944.75					
06095	318481	JEO Consulting	PBA ADA RAMP IMPROVEMENTS	6132	Buildings	OV	2142923	917.50	05/12/22	171705			
total								917.50					
195011	324566	Union Bank & Trust Company	WHJPA Series 2010A 6/22	6235	Bd Trustee Pmt-Interest	PV	2146394	2,237,873.43	06/08/22	633322			
195021	324566	Union Bank & Trust Company	WHJPA Series 2010B 6/22	6235	Bd Trustee Pmt-Interest	PV	2146396	1,754,468.58	06/08/22	633322			
195021	324566	Union Bank & Trust Company	WHJPA Series 2010C 6/22	6235	Bd Trustee Pmt-Interest	PV	2146398	1,081,180.90	06/08/22	633322			
195041	324566	Union Bank & Trust Company	WHJPA Series 2013 6/22	6235	Bd Trustee Pmt-Interest	PV	2146400	490,536.93	06/08/22	633322			
195051	324566	Union Bank & Trust Company	WHJPA Series 2019 6/22	6235	Bd Trustee Pmt-Interest	PV	2146402	1,434,483.67	06/08/22	633322			
total								6,998,543.51					
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/22	5643	Deck 1 Mgmt Services	PV	2141038	102,898.58	04/27/22	632583			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/22	5643	Deck 2 Mgmt Services	PV	2141038	77,261.27	04/27/22	632583			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 3/22	5643	Deck 3 Mgmt Services	PV	2141038	103,638.90	04/27/22	632583			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/22	5643	Deck 1 Mgmt Services	PV	2144066	50,338.34	05/18/22	632969			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/22	5643	Deck 2 Mgmt Services	PV	2144066	44,055.20	05/18/22	632969			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 4/22	5643	Deck 3 Mgmt Services	PV	2144066	56,869.95	05/18/22	632969			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/22	5643	Deck 1 Mgmt Services	PV	2148723	57,220.48	06/22/22	633608			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/22	5643	Deck 2 Mgmt Services	PV	2148723	43,868.60	06/22/22	633608			
06095	431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 5/22	5643	Deck 3 Mgmt Services	PV	2148723	48,964.28	06/22/22	633608			
total								585,115.60					
06095	588783	Theatrical Media Services Inc	Bid #22-099	6076	Miscellaneous Equipment	PV	2152643	61,980.50	07/21/22	174016			
total								61,980.50					
06095	588846	District Energy Corp	Customer ID 0005	5835	Thermal Heating & Cooling	PV	2140109	230,146.85	04/21/22	171092			
06095	588846	District Energy Corp	Customer ID 0005	5835	Thermal Heating & Cooling	PV	2144067	226,807.70	05/19/22	172017			
06095	588846	District Energy Corp	Customer ID 0005	5835	Thermal Heating & Cooling	PV	2147510	229,690.70	06/16/22	172879			
06095	588846	District Energy Corp	Customer ID 0005	5835	Thermal Heating & Cooling	PV	2152644	231,313.10	07/21/22	174017			
total								917,958.35					
06095	596579	SMG	Incentive Fee FYE 8/31/2021	5643	Management Services	PV	2145833	75,176.00	06/02/22	172444			
total								75,176.00					

West Haymarket Joint Public Agency
Payment Register by Vendor
4/1/2022 through 7/31/2022

Page - 3
Date - 08/02/22

Busi Unit	Vendor Number	Vendor Name	Payment Remark	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
06095	598263	Project Control of Texas, Inc	Project Management Services	5621	Misc Contractual Services	OV	2138903	1,095.50	04/14/22	170853
06095	598263	Project Control of Texas, Inc	Project Management Services	5621	Misc Contractual Services	OV	2142922	1,891.50	05/12/22	171763
06095	598263	Project Control of Texas, Inc	Project Management Services	5621	Misc Contractual Services	OV	2147503	1,012.00	06/16/22	172896
06095	598263	Project Control of Texas, Inc	Project Management Services	5621	Misc Contractual Services	OV	2150481	879.50	07/07/22	173542
total								4,878.50		
06095	604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 3/22	5870	Other Bldg Maintenance	PV	2141039	18,524.41	04/28/22	171327
06095	604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 3/22	6068	Concession Equipment	PV	2141039	1,067.00	04/28/22	171327
06095	604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 4/22	5870	Other Bldg Maintenance	PV	2145835	50,811.64	06/02/22	172451
06095	604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 4/22	6068	Concession Equipment	PV	2145835	2,175.28	06/02/22	172451
06095	604774	Pinnacle Bank Arena	Sponsorship/Op Increment Qtr 4	5643	Management Services	PV	2147512	250,000.00	06/16/22	172912
06097	604774	Pinnacle Bank Arena	Sponsorship/Op Increment Qtr 4	5643	Management Services	PV	2147512	150,000.00	06/16/22	172912
06095	604774	Pinnacle Bank Arena	May 2022	5870	Other Bldg Maintenance	PV	2151527	20,896.74	07/14/22	173764
total								493,475.07		
06095	616389	Midwest Office Automations	Midwest Office Automation Copy	5762	Photocopying	PV	2141273	21.41	04/28/22	171348
06095	616389	Midwest Office Automations	Finance printers	5762	Photocopying	PV	2145119	13.24	06/02/22	172467
06095	616389	Midwest Office Automations	CSL-FD00	5762	Photocopying	PV	2150439	6.75	07/07/22	173571
total								41.40		
06095	618123	Mahoney Fire Sprinkler Inc	Amtrak fire sprinkler inspect	5870	Other Bldg Maintenance	PV	2148725	120.00	06/23/22	173165
total								120.00		
06095	620543	Midwest Alarm Services	Account 900508-11	5683	Fire Alarm Monitoring	PV	2140110	33.90	04/21/22	171152
06095	620543	Midwest Alarm Services	Customer 900508-11	5683	Fire Alarm Monitoring	PV	2144070	33.90	05/19/22	172080
06095	620543	Midwest Alarm Services	900508-11 Fire Alarm Inspect	5683	Fire Alarm Monitoring	PV	2146518	100.00	06/09/22	172703
06095	620543	Midwest Alarm Services	Customer 900508-11	5683	Fire Alarm Monitoring	PV	2147513	33.90	06/16/22	172978
06095	620543	Midwest Alarm Services	Customer 900508-11	5683	Fire Alarm Monitoring	PV	2152645	33.90	07/21/22	174106
total								235.60		
06094	625767	Metcalf Coffee Inc	Occ Tax Refund-Duplicate Pmt	3080	Bar/Restaurant	PV	2138313	1,584.71	04/06/22	632246
total								1,584.71		
06096	625878	Alexandra Mabry	Red 1 Garage Refund	3941	Deck 1-Lease	PV	2141876	75.00	05/04/22	632703
total								75.00		
06094	626170	Gary Thompson Agency	Partial Refund-PBA Club Seats	3526	Gary Thompson Insurance Agcy	PV	2149678	250.00	06/29/22	633752
950	626170	Gary Thompson Agency	Partial Refund-PBA Club Seats	2140	Due State For Sales Tax	PV	2149678	3.62	06/29/22	633752
total								253.62		
Grand total								9,284,535.78		

83410	City of Lincoln, NE					1
MARK	West Haymarket Joint Public Agency					08/02/22
JPAADMIN8	Operating Expenditure Report					10:02:10
	As of July 31, 2022					
	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
51 JPA						
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00	1,837.49		662.51
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	1,837.49		1,412.51
12 Other Services & Charges						
5621 Misc Contractual Services	922,166.00		922,166.00	711,423.25	35,495.00	175,247.75
5624 Auditing Service	19,700.00		19,700.00	15,200.00		4,500.00
5628 Consultant Services	73,074.00		73,074.00	866.75	12,207.25	60,000.00
5631 Data Processing Service	1,277.00		1,277.00	1,277.00		
5633 Software	95,000.00		95,000.00			95,000.00
5635 Delivery Service	500.00		500.00	70.13		429.87
5643 Management Services	1,680,000.00		1,680,000.00	1,675,176.00		4,824.00
5643.61 Deck 1 Mgmt Services	868,160.00		868,160.00	522,358.95		345,801.05
5643.62 Deck 2 Mgmt Services	496,695.00		496,695.00	380,715.23		115,979.77
5643.63 Deck 3 Mgmt Services	583,384.00		583,384.00	454,430.32		128,953.68
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	472.90		27.10
5762 Photocopying	500.00		500.00	168.46		331.54
5763 Printing	250.00		250.00	40.25		209.75
5783 General Liability	26,509.00		26,509.00	26,509.00		
5786 Property	185,435.00		185,435.00	185,435.00		
5794 Public Officials	28,119.00		28,119.00	28,119.00		
5795 Misc Insurance Floater	4,099.00		4,099.00	4,099.00		
5821 Electricity - Bldg & Grnds	7,500.00		7,500.00	5,984.95		1,515.05
5825 Natural Gas	1,500.00		1,500.00	1,544.70		44.70-
5829 Telephone	1,450.00		1,450.00	1,250.37		199.63
5830 Water	1,500.00		1,500.00	1,350.95		149.05
5835 Thermal Heating & Cooling	2,920,000.00		2,920,000.00	2,517,902.30		402,097.70
5856 City Share Linc Center Maint	21,000.00		21,000.00	19,815.70		1,184.30
5862 Grounds Maintenance	18,000.00		18,000.00			18,000.00
5868 Endowment Maint & Repair				32,136.25		32,136.25-
5870 Other Bldg Maintenance	401,194.00		401,194.00	279,150.92		122,043.08
5924 Rent of Machinery & Equip				29,070.00		29,070.00-

83410	City of Lincoln, NE					2
MARK	West Haymarket Joint Public Agency					08/02/22
JPAADMIN8	Operating Expenditure Report					10:02:10
	As of July 31, 2022					
	Original Budget	P/Y Enc & Revisions	Total	YTD Expend	Encumbered	Available Balance
-----	-----	-----	-----	-----	-----	-----
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5928 Rent of Co/City Bldg Space	1,055.00		1,055.00	947.10		107.90
5931 Parking Rent Bldg Comm	105.00		105.00	96.25		8.75
5952 Advertising/Media Serv	1,560.00		1,560.00	284.84		1,275.16
5993 Fees Paid to State of NE	25.00		25.00	25.00		
5996 Credit Card/Bank Fees	7,500.00		7,500.00	345.00		7,155.00
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12 Other Services & Charges	8,370,257.00		8,370,257.00	6,896,265.57	47,702.25	1,426,289.18
13 Capital Outlay - Equipment						
6068 Concession Equipment	475,000.00		475,000.00	3,242.28		471,757.72
6069 Data Processing Equipment				4,005.00		4,005.00-
6076 Miscellaneous Equipment	700,000.00		700,000.00	66,776.50		633,223.50
	-----	-----	-----	-----	-----	-----
13 Capital Outlay - Equipment	1,175,000.00		1,175,000.00	74,023.78		1,100,976.22
14 Capital Outlay - Improvements						
6132 Buildings	1,855,000.00		1,855,000.00	10,670.00	1,840.00	1,842,490.00
6140 Grounds Improvements	824,600.00		824,600.00			824,600.00
6142 Sewer System	97,200.00		97,200.00			97,200.00
	-----	-----	-----	-----	-----	-----
14 Capital Outlay - Improvements	2,776,800.00		2,776,800.00	10,670.00	1,840.00	2,764,290.00
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00	3,539.33		919.33-
6234 Bd Trustee Pmt-Principal	5,675,000.00		5,675,000.00	5,675,000.00		
6235 Bd Trustee Pmt-Interest	14,111,361.00		14,111,361.00	14,111,352.08		8.92
	-----	-----	-----	-----	-----	-----
15 Debt Service	19,788,981.00		19,788,981.00	19,789,891.41		910.41-
	-----	-----	-----	-----	-----	-----
00950 West Haymarket Revenue	32,114,288.00		32,114,288.00	26,772,688.25	49,542.25	5,292,057.50
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51 JPA	32,114,288.00		32,114,288.00	26,772,688.25	49,542.25	5,292,057.50

	Current Fiscal Yr

Revenues:	
Occupation Taxes	18,014,845.14
Intergovernmental	3,585,254.04
Permits & Fees	4,471.00
DEC Customer Payments	1,750,254.78
Interest	369,816.63
Arena Premium Seat Revenue	1,335,207.33
Facility Lease & Other Rent	393,503.50
Parking Revenue	2,855,162.59
Sponsorship & Misc Revenue	1,262,397.03

Total Revenues	29,570,912.04

Expenditures:	
General Government	6,982,796.84
Debt Service-Service Charge	3,539.33
Debt Service P & I	19,786,352.08

Total Expenditures	26,772,688.25

Excess (Deficiency) Of Revenues Over Expenditures	2,798,223.79

Other Financing Sources (Uses):	

Total Other Financing Sources (Uses)	

Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	2,798,223.79

Fund Balance Beginning Of Year	40,655,173.63

Fund Balance End Of Year	43,453,397.42
=====	

Pinnacle Bank Arena
Income Statement
For the Ten Months Ending June 30, 2022

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 3,655,968	873,250	2,782,718	\$ 915,650
Service Revenue	1,839,206	2,273,850	(434,644)	2,611,300
Service Expenses	(5,136,791)	(3,112,033)	(2,024,758)	(3,504,584)
Total Direct Event Income	358,383	35,067	323,316	22,366
Ancillary Income				
F & B Concessions	1,881,601	1,550,011	331,590	1,611,434
F & B Catering	285,928	207,023	78,905	220,886
Novelty Sales	122,152	125,180	(3,028)	132,530
F & B Premium	234,362	145,004	89,358	146,564
Parking	264,236	294,555	(30,319)	295,124
Total Ancillary Income	2,788,279	2,321,773	466,506	2,406,538
Other Event Income				
Premium	64,954	89,100	(24,146)	90,100
Ticket Commissions	1,116,573	682,285	434,288	736,060
Facility Fees	438,038	331,326	106,712	371,068
Total Other Event Income	1,619,565	1,102,711	516,854	1,197,228
Total Event Income	4,766,227	3,459,551	1,306,676	3,626,132
Other Operating Income	892,199	872,330	19,869	1,046,000
JPA Operational Increment	500,000	500,000	0	600,000
NE Event Center Stabilization	0	0	0	0
Adjusted Gross Income	6,158,426	4,831,881	1,326,545	5,272,132
INDIRECT EXPENSES				
Salaries & Wages	3,306,811	3,689,505	(382,694)	4,202,959
Payroll Taxes & Benefits	770,262	830,190	(59,928)	996,217
Labor Allocations to Events	(1,308,300)	(1,675,088)	366,788	(1,785,644)
Net Salaries and Benefits	2,768,773	2,844,607	(75,834)	3,413,532
Contracted Services	0	3,330	(3,330)	4,000
General and Administrative	318,700	325,692	(6,992)	375,400
Operating	59,874	73,089	(13,215)	82,700
Repairs & Maintenance	2,038	5,250	(3,212)	6,300
Operational Supplies	99,050	118,099	(19,049)	140,500
Insurance	165,149	176,794	(11,645)	207,700
Utilities	937,832	883,670	54,162	1,071,000
Other	443	0	443	0
SMG Management Fees	190,662	184,170	6,492	221,000
Total Indirect Expenses	4,542,521	4,614,701	(72,180)	5,522,132
Net Income (Loss)	1,615,905	217,180	1,398,725	(250,000)
Beginning Retained Earnings	95,111	95,111	0	95,111
Net Income (Loss)	1,615,905	217,180	1,398,725	(250,000)
Ending Retained Earnings	\$ 1,711,016	\$ 312,291	1,398,725	(154,889)

RESOLUTION NO.

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

3 That the attached Right of Entry Agreement for Parking between the West Haymarket JPA,
4 City of Lincoln, and Cotswold Management, LLC allowing Cotswold Management, LLC to enter
5 onto City and JPA property within West Haymarket 4th Addition, and adjacent City Right of Way
6 until Cotswold completes rehabilitation and construction activities on its property, is hereby
7 approved and the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to
8 execute the same on behalf of the West Haymarket Joint Public Agency and any extension
9 mutually agreed to by the parties.

Adopted this _____ day of August, 2022.

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

Attachment 10
Right of Entry for Parking
(Right of Entry #3)

RIGHT OF ENTRY FOR PARKING

THIS RIGHT OF ENTRY FOR PARKING ("**Agreement**") is made and entered into this 17 day of June, 2022, 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 collectively "**JPA**"), City of Lincoln, Nebraska and its successors and assigns (hereinafter collectively "**City**") and Cotswold Management, LLC, a Nebraska limited liability company and its successors and assigns (hereinafter collectively "**Redeveloper**").

RECITALS

1. The City and Redeveloper has entered into a certain Redevelopment Agreement (Cotswold Building Redevelopment Project), dated June 17, 2022 ("**Redevelopment Agreement**"), describing the (i) rehabilitation and the addition to the Redeveloper Building commonly known as 311 South 7th Street (also known as 645 M Street) ("**Building**"); (ii) certain Redeveloper Public Improvements (defined in the Redevelopment Agreement) being made on behalf of the City in the Redevelopment Project Area (defined in the Redevelopment Agreement); (iii) Redeveloper Improvements (defined in the Redevelopment Agreement) being made to the Redeveloper Property; and (iv) City Improvements (defined in the Redevelopment Agreement) being made by the City within the Redevelopment Project Area. Any capitalized term not defined in this Agreement is defined in the Redevelopment Agreement.
2. JPA owns the land legally described as Lot 2, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska ("**JPA Property**").
3. Redeveloper owns the land legally described as Lot 1, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska ("**Redeveloper Property**").
4. City owns the land legally described as Outlot B, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska ("**Park Drive Property**") and Outlot A, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska ("**Park Property**"). The Park Drive Property and Park Property are sometimes individually and collectively referred to herein as "**City Property**".
5. In 2019, JPA acquired from Redeveloper a portion of Lot 2 and Outlot B, West Haymarket 4th Addition, Lincoln, Lancaster County, Nebraska, and, in turn, the City acquired from JPA all of Outlot B, Lincoln, Lancaster County, Nebraska.

6. Since the closing of the acquisition described in Recital 5 above, the Redeveloper and its and employees, agent, visitors, successors and assigns (collectively “Users”), with the consent of JPA and City, continue to enter and use a portion of Lot 2 and Outlot B as is more particularly described and shown on Exhibit A, attached hereto and incorporated herein by this reference (“**Original Parking Right of Entry Property**”). The Users have utilized the Original Parking Right of Entry Property for parking, access, and other business activities that are associated with the Redeveloper business on the Redeveloper Property and have erected and maintained a security fence on the north boundary of the Original Parking Right of Entry Property.
7. Redeveloper is now seeking the following:
 - A. To continue to allow the Users to enter and temporarily use the Original Parking Right of Entry Property.
 - B. To expand and allow the Users to enter and temporarily use a portion of Lot 2, Outlot A and Outlot B as shown on Exhibit B, attached hereto and incorporated herein by this reference (“**Expanded Parking Right of Entry Property**”) to the extent that the City determines it is available and is not being used by another prior redeveloper project for parking or construction staging needs.
 - C. During construction of the Redevelopment Project, Redeveloper needs up to 40 temporary parking spots for approximately the first 18 months of construction and thereafter until construction is completed up to 70 temporary parking stalls. If sufficient parking stalls are not available for Redeveloper in the Original Parking Right of Entry Property or the Expanded Parking Right of Entry Property, the City will make available up to 70 parking stalls at a Public Parking Garages, with first parking garage preferred being the Lumberworks Garage; provide that, there are available parking stalls at the Lumberworks Garage.
8. JPA, City and Redeveloper have agreed to enter into this Agreement to memorialize the terms and conditions surrounding the temporary uses of the Original Parking Right of Entry Property and Expanded Parking Right Property as described below.

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, the City and JPA hereby grant rights of entry (collectively “**Right of Entry**”) (i) to the Users for temporary parking within Original Parking Right of Entry Property, (ii) to the Users and Agents for available temporary parking within the Expanded Parking Right of Entry Property, and (iii)

and to the Agents for construction staging within the area outline in the red color and shown on Exhibit B, for the following purposes and no others:

1. Parking, access, and other business activities for the Users on the Original Parking Right of Entry Property that is associated with the conduct of the Redeveloper business on the Redeveloper Property and to erect and maintain a security fence on the north boundary of the Original Parking Right of Entry Property.
 2. Parking and access for the Users and Agents, without paying additional consideration, on those portions of the Expanded Parking Right of Entry Property that the City Parking Manager confirms in writing are available and are not being used for other parking purpose(s). The Redeveloper acknowledges that the City has previously granted construction staging and construction parking rights to another prior redeveloper and its contractor on the Expanded Parking Right of Entry Property. Redeveloper also acknowledges that a future redevelopment project may occur on the JPA Property. When the City determines there is available space within the Expanded Parking Right of Entry Property, then Redeveloper may park on the available portions of the Expanded Parking Right of Entry Property. If parking is not available or not enough parking is available on the Expanded Parking Right of Entry Property, then the City shall make available to Redeveloper, at the regular commercial prorated monthly cost, up to 70 parking stalls at the nearest available city-owned Public Parking Garages. The parties agree that this Agreement imposes no parking garage obligations on the JPA.
 3. Temporary motor vehicle parking by the Agents on the Original Parking Right of Entry Property and Expanded Parking Right of Entry Property to facilitate the construction of the Public Improvements and Private Improvements as described in the Redevelopment Agreement.
- b. The Original Parking Right of Entry Property and Expanded Parking Right of Entry Property are individually and collectively referred to herein as **"Right of Entry Area"**.
- c. The Right of Entry described above is conditioned on the following terms and conditions:
1. Any damage to the Right of Entry Area or the City or JPA facilities therein resulting from Redeveloper's exercise of its rights under this Agreement shall be repaired as soon as reasonably possible.
 2. At the end of the term of this Agreement, Redeveloper shall return the Right of Entry Area to the same or better condition as exists on the date of this Agreement.
- 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) and (3) in any commercially reasonable manner as solely determined and directed by Redeveloper and that 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), (2) and (3), except and unless otherwise provided for in this Agreement and the Redevelopment Agreement or otherwise governed by law or regulation enforced by City.

- e. Redeveloper shall require its contractor and 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 upon completion of Redeveloper's Project or after a term of three (3) years, whichever shall occur first. The parties may elect by mutual agreement to extend the Agreement for an additional term if necessary.
- b. No use of the Right of Entry Area shall commence under this Agreement 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 and JPA; 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 and JPA shall be deemed to have approved the insurance.
- c. The City or JPA may terminate its portion of 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 or JPA to Redeveloper of such violation or default or (2) Redeveloper shall vacate or abandon the applicable portion of the Right of Entry Area, then the City or JPA may without demand and notice terminate the applicable portion of this Agreement and re-enter the applicable portion of the Right of Entry Area with or without process of law, using such force as may be reasonably necessary to remove all persons or chattels therefrom, and the City or JPA shall not be liable for damage by reason of such re-entry or forfeiture.
- d. Upon termination of this Agreement by the City or JPA, Redeveloper shall cease its operations and pay the cost of removing any temporary improvements made to the site by Redeveloper during the term of this Agreement and return the applicable portion of the Right of Entry Area to a condition with no physical obstacles to future construction present.

III. Indemnification.

- a. Indemnification by Redeveloper. Redeveloper agrees to indemnify and hold the City and JPA harmless against, and will reimburse the City and JPA upon demand for any payment, loss, cost or expense (including reasonable attorney's fees) made or incurred by or asserted against City 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 or JPA for any damages, liabilities or obligations caused by the negligence or willful misconduct of City 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 and/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, City and JPA, and 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;
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence and \$2,000,000 Aggregate;
 3. Products and Completed Operations - \$1,000,000 each Occurrence;
 4. Personal and Advertising Injury - \$1,000,000 each Occurrence;
 5. Contractual Liability - \$1,000,000 each Occurrence;
 6. Medical Expenses - \$10,000 any one person; and
 7. Fire damage - \$100,000 any one fire.
 8. Pollution/Environmental Liability - \$2,000,000.00 each Occurrence and \$2,000,000.00 aggregate.
- 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 additional insured along with Redeveloper with respect to all of the coverages required herein. Redeveloper shall also provide a waiver of subrogation in favor of the City and JPA.

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. City owns the City 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. JPA owns the JPA 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.

[SIGNATURE PAGES TO FOLLOW]

Executed by West Haymarket Joint Public Agency this ____ day of _____, 2022.

“JPA”

ATTEST:

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

City Clerk

By: _____
Leirion Gaylor Baird, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, 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 this 17 day of June, 2022 on behalf of the City of Lincoln, Nebraska.

ATTEST:

Bri'ell
City Clerk, ASST.



"City"

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird
Leirion Gaylor Baird, Mayor of Lincoln

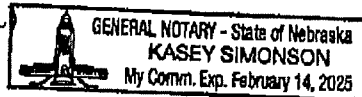
STATE OF NEBRASKA)

) ss.

COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 17th day of June, 2022 by Leirion Gaylor Baird, Mayor of the City of Lincoln, Nebraska, a political subdivision, on behalf of the municipal corporation.

(SEAL)



Kasey Simonson
Notary Public

Executed this 22 day of May, 2022 on behalf of the Cotswold Management, LLC.

"Cotswold"

COTSWOLD MANAGEMENT, LLC, a
Nebraska limited liability company

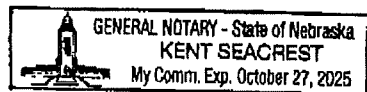
By: J.A. Woollam Co., a Nebraska
corporation, Member

By: John A. Woollam
John A. Woollam, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 22 day of May, 2022 by
John A. Woollam, President of J.A. Woollam Co., a Nebraska corporation, as Member of the
Cotswold Management, LLC, a Nebraska limited liability company, on behalf of the limited
liability company.

(SEAL)



Kent Seacrest
Notary Public

My commission expires: _____

Exhibit A

Original Parking Right of Entry Property

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 2 AND OUTLOT "B", WEST HAYMARKET 4TH ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "A", WEST HAYMARKET 4TH ADDITION, SAID POINT BEING 50.00' SOUTH OF THE CENTER LINE OF "N" STREET, AND 40.00' WEST OF THE CENTER LINE OF SOUTH 7TH STREET; THENCE ON AN ASSUMED BEARING OF S00°15'38"W, ON THE EAST LINE OF SAID OUTLOT "A", AND THE EAST LINE OF LOT 2, WEST HAYMARKET 4TH ADDITION, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 7TH STREET, A DISTANCE OF 226.94' TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING S00°15'38"W ON THE EAST LINE OF SAID LOT 2, AND THE EAST LINE OF OUTLOT "B", WEST HAYMARKET 4TH ADDITION, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SAID 7TH STREET, A DISTANCE OF 73.45' TO THE SOUTHEAST CORNER OF SAID OUTLOT "B"; THENCE N89°31'50"W, ON THE SOUTH LINE OF SAID OUTLOT "B", A DISTANCE OF 184.86', TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 05°51'09", A RADIUS OF 837.09', AN ARC LENGTH OF 85.51', A CHORD LENGTH OF 85.47', A TANGENT LENGTH OF 42.79', AND A CHORD BEARING OF N32°07'35"E TO A POINT; THENCE S89°48'59"E, A DISTANCE OF 139.74 TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 11,794.11 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

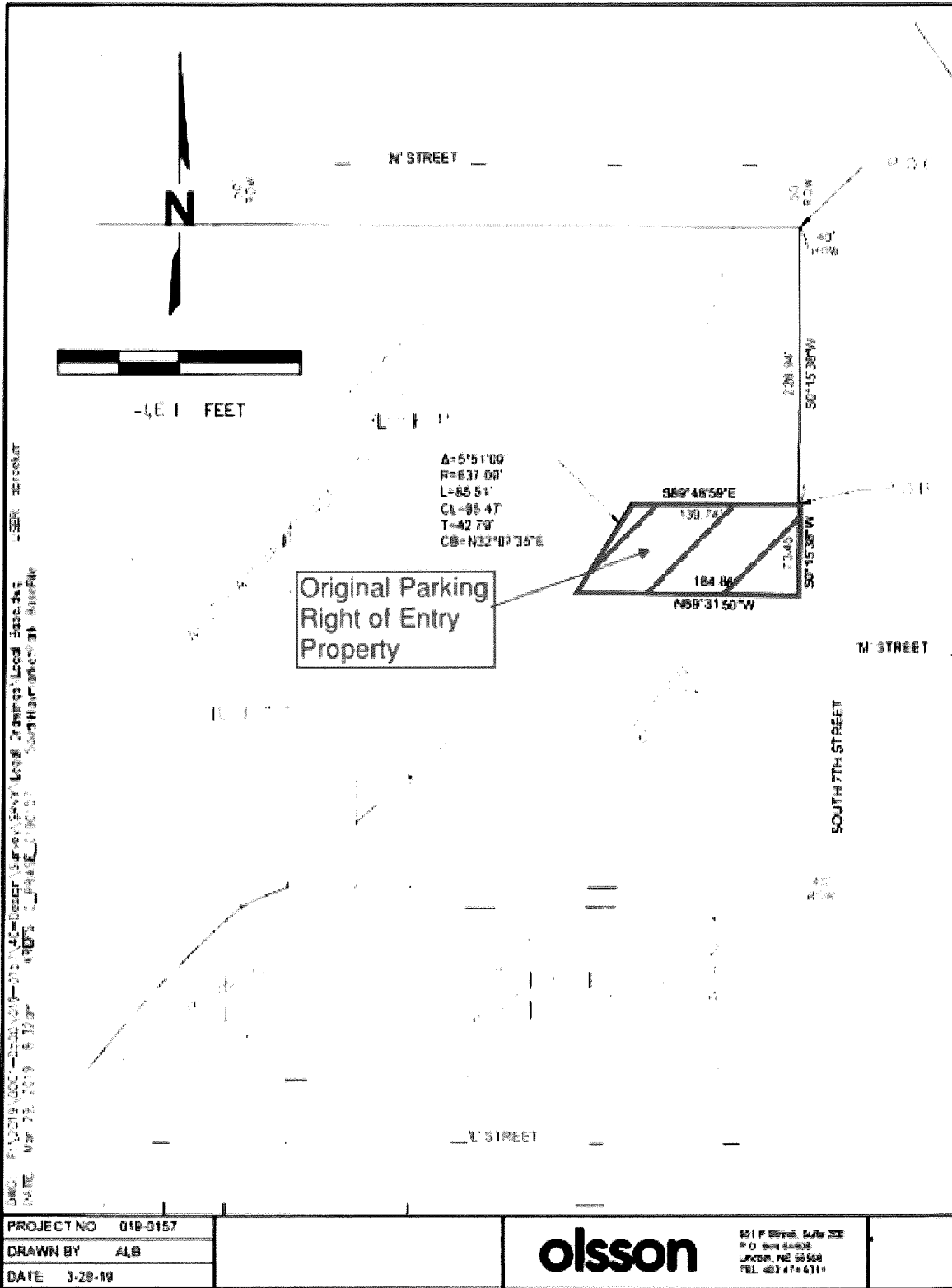
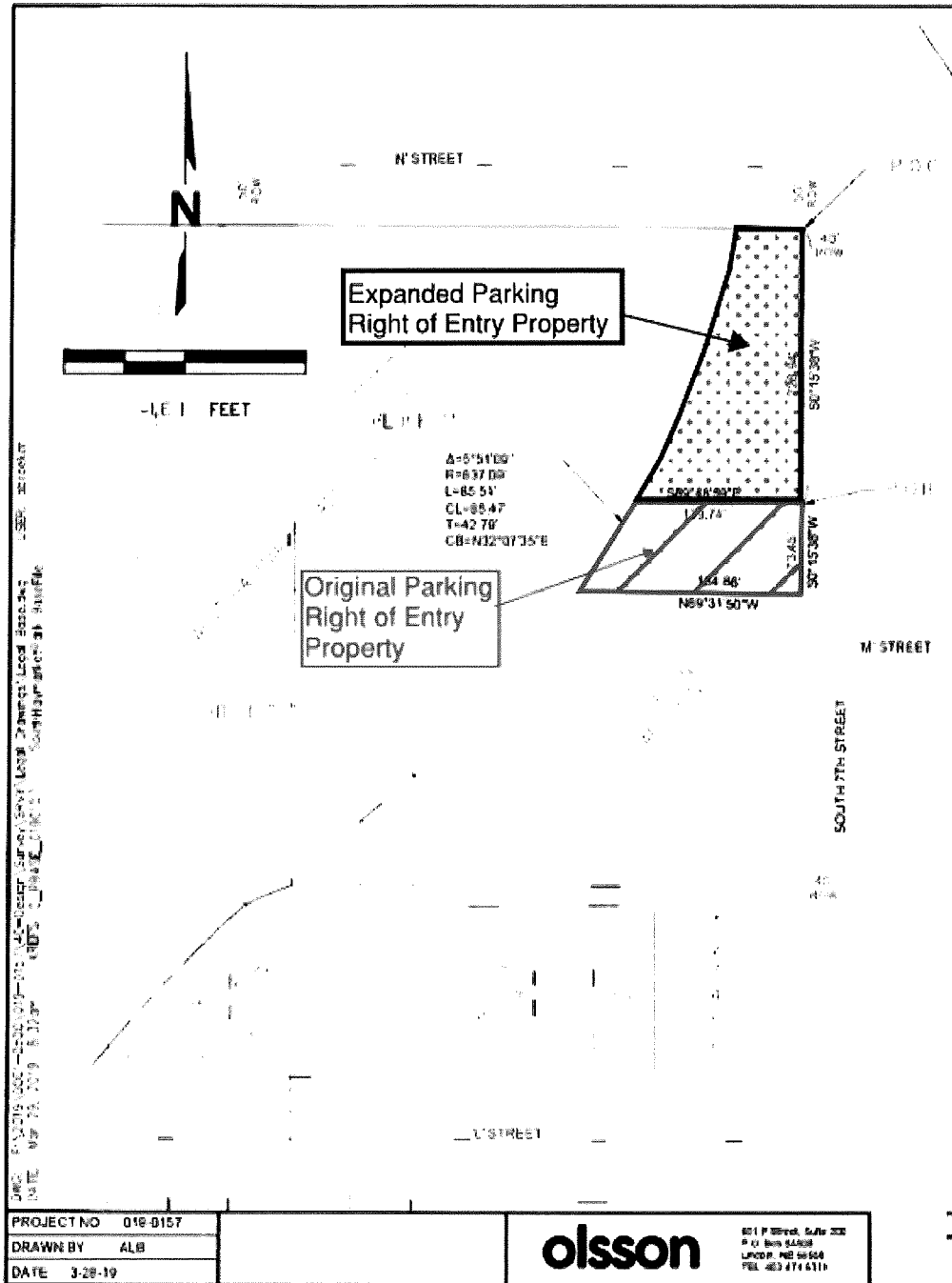


Exhibit B

Expanded Parking Right of Entry Property



PROJECT NO 019-0157
 DRAWN BY ALB
 DATE 3-28-19

olsson

601 P Street, Suite 200
 P.O. Box 54808
 Lincoln, NE 68504
 TEL: 402.474.6310

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:
3 That the attached Proposed Operating Budget and Capital Improvement Program for
4 September 1, 2022 to August 31, 2023 is hereby adopted as the West Haymarket Joint Public
5 Agency Operating Budget and Capital Improvement Program for FY 2022/2023.

Adopted this _____ day of August, 2022.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2022 - August 31, 2023

	Actual 2020-21	Budget 2021-22	Budget 2022-23
Cash Transfer In	\$ -	\$ -	\$ 311,561
Occupation Taxes	\$ 15,802,297	\$ 17,486,751	\$ 20,041,826
Fees	\$ 2,960	\$ 3,000	\$ 3,000
Intergovernmental Revenue	\$ 3,647,762	\$ 3,585,255	\$ 3,518,179
Interest Income	\$ 564,906	\$ 391,700	\$ 412,300
Rental Income	\$ 2,243,096	\$ 2,809,628	\$ 2,870,144
Reimbursement for Services	\$ 1,897,701	\$ 1,790,000	\$ 2,230,000
Parking Revenue	\$ 1,517,249	\$ 2,660,000	\$ 3,090,000
Miscellaneous	\$ 1,025,144	\$ 1,262,146	\$ 1,262,146
Sale of Assets	\$ 531,964	\$ -	\$ -
Total Revenues	\$ 27,233,079	\$ 29,988,480	\$ 33,739,156

Materials & Supplies

Office Supplies	\$ -	\$ 250	\$ 250
Postage	\$ 2,752	\$ 2,500	\$ 3,000
Bldg Maint Supplies	\$ -	\$ 500	\$ 500
Materials & Supplies	\$ 2,752	\$ 3,250	\$ 3,750

Other Services & Charges

Misc Contractual Services	\$ 523,382	\$ 922,166	\$ 822,362
Auditing Service	\$ 19,130	\$ 19,700	\$ 20,300
Consultant Services	\$ 3,524	\$ 73,074	\$ 73,074
Data Processing Service	\$ 1,248	\$ 1,277	\$ 749
Software	\$ 32,500	\$ 95,000	\$ 100,000
Delivery Service	\$ 221	\$ 500	\$ 500
Management Services	\$ 1,802,568	\$ 1,680,000	\$ 1,786,500
Parking Deck 1 Mgmt Services	\$ 624,926	\$ 868,160	\$ 872,850
Parking Deck 2 Mgmt Services	\$ 364,921	\$ 496,695	\$ 518,409
Parking Deck 3 Mgmt Services	\$ 408,460	\$ 583,384	\$ 602,948
Snow Removal	\$ -	\$ 2,500	\$ 500
Fire Alarm Monitoring	\$ 407	\$ 500	\$ 650
Photocopying	\$ 206	\$ 500	\$ 400
Printing	\$ 96	\$ 250	\$ 200
General Liability	\$ 25,755	\$ 26,509	\$ 32,774
Misc Insurance	\$ 301,012	\$ -	\$ -
Property Insurance	\$ 178,317	\$ 185,435	\$ 251,615
Public Officials Insurance	\$ 23,442	\$ 28,119	\$ 30,277
Misc Insurance Floater	\$ 4,099	\$ 4,099	\$ 4,587
Electricity - Bldg & Grnds	\$ 6,545	\$ 7,500	\$ 7,000
Natural Gas	\$ 1,199	\$ 1,500	\$ 1,800

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2022 - August 31, 2023

	Actual 2020-21	Budget 2021-22	Budget 2022-23
Telephone	\$ 1,365	\$ 1,450	\$ 1,550
Water	\$ 1,474	\$ 1,500	\$ 1,700
Thermal Heating & Cooling	\$ 2,586,916	\$ 2,920,000	\$ 3,460,000
City Share Linc Center Maint	\$ 20,138	\$ 21,000	\$ 21,000
Grounds Maintenance	\$ -	\$ 18,000	\$ 15,000
Other Bldg Maintenance	\$ 304,306	\$ 401,194	\$ 416,724
Rent of Co/City Bldg Space	\$ 1,033	\$ 1,055	\$ 1,055
Parking Rent Bldg Comm	\$ 105	\$ 105	\$ 105
Advertising/Media Serv	\$ 106	\$ 1,560	\$ 1,560
Compensation Payments	\$ 41,067	\$ -	\$ -
Fees Paid to State of NE	\$ 45	\$ 25	\$ 45
Credit Card/Bank Fees	\$ -	\$ 7,500	\$ 7,500
Other Services & Charges	\$ 7,278,513	\$ 8,370,257	\$ 9,053,734
Capital Outlay - Equipment			
Concession Equipment	\$ 5,237	\$ 475,000	\$ 475,000
Data Processing Equipment	\$ 11,326	\$ -	\$ -
Miscellaneous Equipment	\$ 118,727	\$ 700,000	\$ 953,000
Capital Outlay - Equipment	\$ 135,290	\$ 1,175,000	\$ 1,428,000
Capital Outlay - Improvements			
Buildings	\$ -	\$ 1,855,000	\$ 2,435,000
Grounds Improvements	\$ 1,731	\$ 824,600	\$ 769,600
Sewer System	\$ -	\$ 97,200	\$ 97,200
Capital Outlay - Improvements	\$ 1,731	\$ 2,776,800	\$ 3,301,800
Debt Service			
Bd Trustee Pmt-Serv Chg	\$ 3,732	\$ 2,620	\$ 2,720
Bd Trustee Pmt-Principal	\$ 5,510,000	\$ 5,675,000	\$ 9,750,000
Bd Trustee Pmt-Interest	\$ 14,329,715	\$ 14,111,361	\$ 13,816,159
Debt Service	\$ 19,843,447	\$ 19,788,981	\$ 23,568,879
Total Expenditures	\$ 27,261,733	\$ 32,114,288	\$ 37,356,163

RESOLUTION NO.

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

3 That the attached Amendment to Memorandum of Understanding for West Haymarket
4 Joint Public Agency Cooperative Contract (MOU094) between Project Control of Texas, Inc.
5 (“Project Control”) and the West Haymarket Joint Public Agency for construction management
6 and inspection services for a one year term through August 31, 2023, with costs not to exceed
7 \$50,000.00, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency
8 Board of Representatives is hereby authorized to execute said Agreement on behalf of the JPA.

Adopted this _____ day of August, 2022.

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 TO MEMORANDUM OF UNDERSTANDING
Construction Management and Inspection Services
MOU094
West Haymarket Joint Public Agency
Lincoln, NE
Renewal and Rate Increase
Project Control of Texas, Inc.

This Amendment is hereby entered into by and between Project Control of Texas, Inc., 728 Q Street, Suite A, Lincoln, NE 68508 (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA"), for the purpose of amending the Memorandum of Understanding (MOU) dated February 25, 2021, for Construction Management and Inspection Services, based on RFP No. 20-047 (Lead Contract), MOU094, which is made a part hereof by this reference.

WHEREAS, the original term of the MOU is February 25, 2021 through August 31, 2021 with the option of renewing for three (3) additional one (1) year terms, under the same terms and conditions according to the renewals allowed in the Lead Contract; and

WHEREAS, the MOU was amended on September 23, 2021 for an additional one (1) year term, beginning September 1, 2021 through August 31, 2022; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning September 1, 2022 through August 31, 2023; and

WHEREAS, the parties hereby amend the MOU to reflect a rate increase, per Attachment A; and

WHEREAS, the expenditures for the JPA for the term of this renewal shall not exceed \$50,000.00 without approval by the JPA; and

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

- 1) The parties hereby renew the MOU for an additional one (1) year term beginning September 1, 2022 through August 31, 2023.
- 2) The parties hereby amend the MOU to reflect a rate increase, per Attachment A.
- 3) The expenditures for the JPA for the term of this renewal shall not exceed \$50,000.00 without approval by the JPA.
- 4) All other terms of the MOU, 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
City of Lincoln Signature Page

Vendor Signature Page

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Construction Management and Inspection Services
MOU094**

**West Haymarket Joint Public Agency
Lincoln, NE
Renewal and Rate Increase
Project Control of Texas, Inc.**

Please sign, date and return today.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or Email: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service:	
Contact Phone Number:	

City of Lincoln Signature Page

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Construction Management and Inspection Services
MOU094**

West Haymarket Joint Public Agency

Lincoln, NE

Renewal and Rate Increase

Project Control of Texas, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA - JPA

ATTEST:

City Clerk

West Haymarket Joint Public Agency

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

dated _____



August 10, 2022

Chris Connolly
Assistant City Attorney
City of Lincoln
555 South 10th Street Suite 300
Lincoln, NE 68508

RE: WHJPA / PC Sports Proposed 2022/2023 Hourly Rate Structure

Dear Chris:

We would like to thank the West Haymarket Joint Public Agency for allowing us the opportunity to provide program and project management services to the Agency.

Below please find our proposed hourly rate structure for the contract period beginning September 1, 2022, through August 31, 2023. These rates reflect the US Average CPI-U change of 9.1% from June 2021 through June 2022, as discussed.

September 1, 2022 – August 31, 2023	
Proposed Billing Rates	
Staff Level	Billing Rate / HR
Project Executive / Executive Leadership	\$195
Senior Project Manager / Contract Lead	\$161
Project Manager	\$155
Onsite Lead PM / Project Inspector	\$136
Onsite PM / Project Inspector	\$107
Project Coordinator / Administration	\$68

The rates above cover any typical expenses we will incur on projects performed within City of Lincoln limits. If for some reason non-typical expenses are incurred they will be approved ahead of time, documented, and billed at cost.

Thank you again for the continued opportunity to serve the WHJPA. Should you have any further questions, you can reach me via cell at (402)-405-9932, or email at caleb@projectcontrol.com.

Very truly yours,

Caleb Swanson
Vice President

CC: Adam Hoebelheinrich



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/14/2022

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Raba Kistner, Inc. Project Control 12821 W. Golden Lane San Antonio TX 78249 USA	INSURER A: Zurich American Ins Co	16535
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570093584630**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.

Limits shown are as requested

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			GL0030509702	10/31/2021	10/31/2022	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			BAP 0305096 02	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		AUC037275302	10/31/2021	10/31/2022	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC030509502	10/31/2021	10/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

RE: Project Name/No. West Haymarket JPA, Project Description: Capital Project Management for the West Haymarket Joint Public Agency, RK Prop./Proj. No. APT21-00300, Dept. No. 6716. City of Lincoln/West Haymarket Joint Public Agency is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Lincoln/West Haymarket Joint Public Agency in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. The General Liability policy evidenced herein includes Ongoing

CERTIFICATE HOLDER**CANCELLATION**

West Haymarket Joint Public Agency c/o City Attorney City of Lincoln, Nebraska 555 So., 10th Street Lincoln NE 68508 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570093584630			
CARRIER See Certificate Number: 570093584630	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Completed Operations for the Additional Insured. The General Liability policy evidenced herein includes Explosion, Collapse and Underground Hazard (XCU). The General Liability policy evidenced herein includes Contractual Liability. The General Liability policy evidenced hereon includes a Separation of Insureds (Severability of Interest) provision. The General Liability policy evidenced herein does not exclude Construction or demolition within 50 feet of a railroad. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0305097-02

Effective Date: 10/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part One, Common Coverage Provisions

A. Section I – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,
in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph **(ii)**, if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
- (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph 2:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **V – Conditions**, Paragraph 8:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **8.b.** of the **Other Insurance Condition** under Section **V –**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: INTEGA, INC.

Endorsement Effective Date: 10/31/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.