

**JAVA Resolution 06-1012-03**



WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects including plans for the Antelope Creek Channel Phase III Project; and

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. JAVA is hereby authorized to accept, approve and execute the attached First Amendment to the Northeast Community Recreational Sports Complex Improvement, Lease & Operating Agreement to amend the same for the purpose of allowing JAVA to issue a Certificate of Completion for the Shared Facilities by deleting provisions for and related to completion of the "Multi-Purpose/Hard Surface Courts or Play Court" as originally provided.
2. The Chairperson is authorized to direct the same to be accomplished, approve the necessary documents and execute agreements to complete the same.

Dated this 12th Day of October, 2006.

Introduced by:

\_\_\_\_\_

Approved by Unanimous Vote of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ after public hearing on this 12<sup>th</sup> Day of October, 2006.

Signed:

Joint Antelope Valley Authority

\_\_\_\_\_  
Vice Chairperson

\_\_\_\_\_  
Glenn Johnson, Chairperson

Approved as to form and Legality

\_\_\_\_\_  
Legal Counsel

# **First Amendment to the Northeast Community Recreational Sports Complex Improvement, Lease, & Operating Agreement**

**Between**  
**Joint Antelope Valley Authority**  
**The Board of Regents of the**  
**University of Nebraska**  
**And**  
**City of Lincoln, Nebraska**

By Agreement of the Parties thereto and as provided in Section 19.7 for the written amendment thereof, the Northeast Community Recreational Sports Complex Improvement, Lease, & Operating Agreement of May 15, 2002 (“Agreement”), by and between the Joint Antelope Valley Authority, a joint administrative entity created under Nebraska state statute under the Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 to 13-827 as amended) (“JAVA”), City of Lincoln, Nebraska, a political subdivision of the State of Nebraska (“City”), and The Board of Regents of the University of Nebraska, a public body corporate and agency of the State of Nebraska and governing body of the University of Nebraska--Lincoln (“University”), and in consideration of the mutual agreement of the parties to amend the same for the purpose of allowing JAVA to issue a Certificate of Completion for the Shared Facilities by deleting provisions for and related to completion of the "Multi-Purpose/Hard Surface Courts or Play Court" as originally provided, said Agreement is hereby amended as follows:

1. On page 15 in lines 21 and 22 Strike(Hard Surface Courts proposed location)" in para 4.4.
2. On page 77 after line 5 in the table titled "Northeast Community Recreational Sports Complex Approved Budget" in column 8 :  
Replace “Play Court” in row 2 with “Bookstrom/JAVA Tract”  
Replace “\$123,200” in row 3 with “n/a”  
Replace “\$281,800” in row 5 with “\$158,600”
3. On page 77 after line 5 in the table titled "Northeast Community Recreational Sports Complex Approved Budget" replace the totals in rows 2 and 5 represented in the untitled column on the far right to reduce the same by a correlated amount as deleted for the “Play Court” as follows:  
“\$3,597,243” in row 2 reduced by \$123,200 to “\$3,474,043”  
  
“\$5,055,834” in row 5 reduced by \$123,200 to “\$4,932,634”

4. On page 78 (Attachment "F" Allocation Chart) delete the entire row titled:

**"Hard Surface Courts**  
hard surface courts and  
related items  
(first season: late Spring 2004)"

5. All other terms and conditions of the Agreement are to remain in place without modification.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of this \_\_\_\_\_ day of December, 2006.

Attest:

JOINT ANTELOPE VALLEY  
AUTHORITY

\_\_\_\_\_  
Board Vice Chairperson

By: \_\_\_\_\_  
Glenn Johnson, Chairperson

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

Attest:

\_\_\_\_\_  
Donal Burns, Corporation Secretary  
Approved as to Form:

By: \_\_\_\_\_  
James B. Milliken, President

\_\_\_\_\_  
General Counsel, University of Nebraska  
Approved as to form:

THE CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Coleen J. Seng, Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by Glenn Johnson, Chairperson of the Joint Antelope Valley Authority, a joint  
administrative entity created under Nebraska state statute under the Interlocal Cooperation Act  
NEB. REV. STAT. § 13-801 to 13-827) on behalf of JAVA.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by James B. Milliken, President of the University of Nebraska, a public corporate and agency of  
the State of Nebraska, on behalf of the public body corporate.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006,  
by Don Wesely, Mayor of the City of Lincoln, Nebraska, a political subdivision of the State of  
Nebraska, on behalf of the political subdivision.

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