

**BEFORE THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LANCASTER, NEBRASKA**

**A RESOLUTION OF THE COUNTY OF)
LANCASTER, NEBRASKA APPROVING)
THE ISSUANCE OF NOT TO EXCEED)
\$40,985,000 PRINCIPAL AMOUNT OF)
THE LANCASTER COUNTY)
CORRECTIONAL FACILITY JOINT PUBLIC)
AGENCY CORRECTIONAL FACILITY)
REFUNDING BONDS; AND RELATED)
MATTERS.)**

RESOLUTION NO. R-17-0086

Section 1. The Board of Commissioners (the **“Board”**) of The County of Lancaster, Nebraska (the **“County”**) hereby finds and determines as follows:

(a) Pursuant to R-08-0075, the Board has heretofore authorized the execution and delivery of the Joint Public Agency Agreement Creating the Lancaster County Correctional Facility Joint Public Agency dated September 9, 2008 (the **“Agreement”**) between the City and The County of Lancaster, Nebraska (the **“County”**) creating the Lancaster County Correctional Facility Joint Public Agency (the **“Agency”**) for the purpose of financing the construction, equipping and furnishing of correctional facilities (the **“Project”**) to be operated by the County for the benefit of the City and the County.

(b) The Agency issued its \$64,390,000 principal amount of Correctional Facility Bonds, Series 2009, dated February 12, 2009 (the **“2009 Bonds”**) for the purpose of constructing, equipping and furnishing the Project.

(c) Since the issuance of the 2009 Bonds, the rates of interest available in the markets have declined so that the Agency can effect a savings in interest costs by providing for payment and redemption of all of the outstanding 2009 Bonds through the issuance of refunding bonds of the Agency.

(d) The City, the County and the Agency have determined that it is necessary, desirable, advisable and in the best interests of the City, the County and the Agency that the Agency issue not to exceed \$40,985,000 in aggregate principal amount of its Correctional Facility Refunding Bonds dated the date of delivery thereof (the **“Bonds”**), for the purpose of providing funds which, together with other funds of the Agency legally available for such purposes, shall be sufficient for the payment and redemption of the outstanding 2009 Bonds on the date such bonds are called for redemption.

(e) **Article VI** of the Agreement provides that the Agency shall not issue any bonds or other form of indebtedness without the question of such bonds or indebtedness being first presented to, and approved by, the Board of Commissioners of the County and the Mayor and Council of the City.

(f) The Site Lease between the County and Agency dated February 5, 2009 contains references to the 2009 Bonds and it is necessary and desirable to amend such agreement to reference the Refunding Bonds.

Section 2. The issuance of the Bonds in an aggregate principal amount not to exceed \$40,985,000 having the principal maturities, interest rates, redemption provisions and such other terms determined in accordance with the terms and conditions specified in the resolution of the Agency authorizing the issuance of the Bonds is hereby ratified, confirmed and approved.

Section 3. An Amendment to Site Lease, dated the date of execution and delivery thereof (the “**Amendment to Site Lease**”), between the County as lessor, and the Agency, as lessee, a copy of which is attached hereto as **Attachment 1** and incorporated herein by reference, with respect to the property on which the Project is located.

The Chair is hereby authorized and directed to execute the Amendment to Site Lease for and on behalf of the County, but with such changes, additions or deletions with respect to the Amendment to Site Lease as may be in the best interests of the County to carry out the issuance of the Bonds prior to the signing thereof upon advice of the County Attorney and bond counsel.

Section 4. This resolution shall take effect and be in force from and after its passage and publication according to law.

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DATED this _____ day of November, 2017.

**BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA**

APPROVED AS TO FORM
this _____ day of November, 2017

(Deputy) County Attorney

ATTACHMENT 1

Amendment to Site Lease

AMENDMENT TO SITE LEASE

This **AMENDMENT TO SITE LEASE** (the “**Amendment to Site Lease**”), dated December 21, 2017 is by and between **THE COUNTY OF LANCASTER, NEBRASKA**, a county and political subdivision organized and existing under the laws of the State of Nebraska (together with its successors, the “**County**”), as lessor, and the **LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY** (together with its successors, the “**Agency**”), a joint public agency duly organized and validly existing pursuant to the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, (the “**Act**”)) and the JPA Agreement (herein defined), as lessee.

FINDINGS AND DETERMINATIONS

The Board of the County and the Board of the Agency hereby find and determine as follows:

1. The County and The City of Lincoln, Nebraska (the “**City**”) have entered into the Joint Public Agency Agreement Creating the Lancaster County Correctional Facility Joint Public Agency, dated September 9, 2008 (the “**JPA Agreement**”) for the purpose of creating the Lancaster County Correctional Facilities Joint Public Agency (the “**Agency**”) to finance constructing, equipping and furnishing adult intake and correctional facilities (the “**Project**”) on the real estate described on Exhibit A attached hereto (the “**Site**”);

2. The County and the Agency previously entered into a Site Lease dated February 5, 2009, as may have been previously amended, (the “**Site Lease**”) pursuant to which the Agency leased the Site for the purpose of locating the Correctional Facilities thereon; and

3. The Agency issued its Correctional Facility Bonds, Series 2009, date of original issue February 12, 2009 (the “**Series 2009 Bonds**”) to pay the costs of the Project.

4. The Agency has determined that it is necessary, desirable, advisable, and in the best interest of the Agency to issue its Correctional Facility Refunding Bonds, Series 2017, in a stated principal amount not to exceed \$40,985,000 (the “**Series 2017 Bonds**”) dated the date of delivery thereof, for the purpose of providing funds which, together with other funds of the Agency legally available for such purposes, shall be sufficient for the payment and redemption of the outstanding 2009 Bonds on the date such bonds are called for redemption.

5. The Site Lease defines the “**Bonds**” as the Series 2009 Bonds without reference to any refunding bonds, and the County and Agency have determined that it is necessary and appropriate to amend the Site Lease to reference the Series 2017 Bonds and any other refunding bonds.

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

Section 1. The definition of “**Bonds**” in the Site Lease is hereby amended in all respects to include the Series 2009 Bonds, the Series 2017 Bonds, and any and all other bonds of the Agency issued to refund, directly or indirectly, the Series 2009 Bonds or Series 2017 Bonds.

Section 2. Except as otherwise provided in this Amendment to Site Lease, the provisions of the Site Lease, as amended and supplemented to the date of this Amendment to Site Lease are hereby ratified, approved and confirmed and incorporated herein.

Section 3. If any one or more of the provisions of this Amendment to Site Lease should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Amendment to Site Lease and the invalidity thereof shall in no way affect the validity of the other provisions of this Amendment to Site Lease.

Section 4. All resolutions or orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

Section 5. This Amendment to Site Lease shall be in full force and effect from and after its passage as provided by law.

IN WITNESS WHEREOF, the County and the Agency have caused this Amendment to Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year above written.

THE COUNTY OF LANCASTER, NEBRASKA

ATTEST:

By: _____
Chair

By: _____
Clerk

(SEAL)

**LANCASTER COUNTY CORRECTIONAL
FACILITY JOINT PUBLIC AGENCY**

ATTEST:

By: _____
Chair

By: _____
Secretary

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) **SS.**
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by Todd Wiltgen, Chair of the Board of Commissioners of The County of Lancaster, Nebraska, on behalf of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

Notary Public

[SEAL]

My commission expires: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) **SS.**
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____ 2017 by _____, Chair of the Board of Lancaster County Correctional Facility Joint Public Agency, on behalf of the Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT A

Legal Description

Lots 73 and 74, Irregular Tract in the Northwest Quarter of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska