

ORDINANCE NO. _____

AN ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING AN AMENDED AND RESTATED MANAGEMENT CONTRACT BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND THE LEXINGTON CENTER CORPORATION AN AGENCY AND INSTRUMENTALITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT; AND AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Lexington Center Corporation (“LCC”) is the owner of certain real property and improvements thereon located in Fayette County, Kentucky, on which property LCC operates and manages certain facilities, including, without limitation, Rupp Arena and Central Bank Center (collectively, the “Facilities”); and

WHEREAS, the Lexington-Fayette Urban County Government, from time to time since 1975, has authorized the issuance of bonds in order to finance LCC’s construction and operation of the Facilities (“Previous Bond Transactions”); and

WHEREAS, part of the terms and conditions of the Previous Bond Transactions included the Lexington-Fayette Urban County Government’s leasing of a portion of LCC’s real property and Facilities and obligating itself to pay rentals to LCC for said leased property and Facilities; and

WHEREAS, simultaneously with the leasing of a portion of the real property and Facilities to the Lexington-Fayette Urban County Government, the Lexington-Fayette Urban County Government has previously entered into one or more management contracts pursuant to which LCC is granted full possession and control of the real property and Facilities leased by LCC to the Lexington-Fayette Urban County Government and covenants to operate and manage the real property and Facilities according to acceptable public standards all applicable laws, and terms and conditions of such management contract; and

WHEREAS, the current Management Contract entered into between the Lexington-Fayette Urban County Government and LCC was dated June 15, 1993 (the “Prior Contract”) and, the last lease entered into by and between LCC and the Lexington-Fayette Urban County Government was also dated June 15, 1993 (the “Prior Lease”); and

WHEREAS, the Previous Bond Transactions underlying the Prior Contract and the Prior Lease have been refinanced and superseded by the following bond transactions: (i) \$110,855,000 Kentucky Bond Development Corporation Convention Facilities Revenue Bonds, Series 2018 (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018 Revenue Bonds”); (ii) \$83,605,000 Kentucky Bond Development Corporation Transient Room Tax Revenue Bonds, Series 2018A (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018A Senior Transient Room Tax Bonds”); (iii) \$13,460,000 Kentucky Bond Development Corporation Transient Room Tax Revenue Bonds, Subordinate Series 2018B (Lexington Center Corporation Project) dated October 16, 2018 (the “Series 2018B Subordinate Transient Room Tax Bonds”); and (iv) \$31,865,000 Lexington-Fayette Urban County Government Public Facilities Corporation Taxable Project Refunding Bonds, Series 2020 (Lexington-Fayette Urban County Government General Obligation) (the “Series 2020 Bonds”) (the bonds identified in Numbers (i), (ii), (iii) and (iv) above shall be collectively referred to herein as the “Current Bonds”); and

WHEREAS, in connection with the Current Bonds, LCC entered into a Lease with the Lexington-Fayette Urban County Government dated October 1, 2018 and recorded in Deed Book 3622, Page 443, in the Fayette County Clerk’s Office, as supplemented by a First Supplemental Lease dated August 1, 2020 and recorded in Deed Book 3806, Page 421, in the Fayette County Clerk’s Office (collectively the “Lease”); and

WHEREAS, the Lease leased unto the Lexington-Fayette Urban County Government the Leased Premises described on Exhibit A to the Lease, (the “Leased Premises”); and

WHEREAS, the Lexington-Fayette Urban County Government then entered into a Ground Lease Agreement dated August 1, 2020 and recorded at Deed Book 3806, Page 437, in the Fayette County Clerk’s Office (“Ground Lease”) with Lexington Fayette Urban County Government Public Facilities Corporation (the “Public Facilities Corporation”), pursuant to which the Lexington-Fayette Urban County Government leased the Leased Premises to the Public Facilities Corporation; and

WHEREAS, the Public Facilities Corporation then leased and subleased its interest in the Leased Premises to the Lexington-Fayette Urban County Government pursuant to a Lease Agreement dated August 1, 2020 and recorded at Deed Book 3806, Page 446, in the Fayette County Clerk’s Office; and

WHEREAS, in order to provide for the ongoing operation and management of the Facilities located on the Leased Premises, the Lexington-Fayette Urban County Government and LCC hereto have agreed to amend and restate the terms and conditions of the Prior Contract in its entirety by entering into an Amended and Restated Management Contract (the “Amended Contract”).

NOW THEREFORE, BE IT ORDAINED BY THE URBAN COUNTY COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (THE “URBAN COUNTY COUNCIL”), AS FOLLOWS:

SECTION 1. The Lexington-Fayette Urban County Government hereby approves the Amended and Restated Management Contract by and between the Lexington-Fayette Urban County Government and the Lexington Center Corporation dated as of February 1, 2022 (the “Amended Contract”) and attached as *Exhibit A* hereto. The Mayor (with the Council Clerk attesting to the Mayor's signature) is hereby authorized and directed to execute the Amended Contract and any further instruments and documents reasonably necessary in connection with the Amended Contract.

SECTION 2. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions.

SECTION 3. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. All meetings of the Lexington-Fayette Urban County Council and of its committees and any other public bodies, at which the formal actions were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings, after proper notice, were open to the public, in compliance with all legal requirements including KRS Sections 61.810, 61.815, 61.820 and 61.825.

SECTION 5. This Ordinance shall become effective immediately upon adoption and publication of a summary thereof, as provided by law.

[Remainder of page intentionally left blank]

INTRODUCED AND GIVEN FIRST READING at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of _____, 2022.

GIVEN SECOND READING, ENACTED AND ADOPTED at a duly convened meeting of the Urban County Council of the Lexington-Fayette Urban County Government on the ____ day of _____, 2022

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Linda Gorton
Mayor

ATTEST:

By: _____
Abigail Allan
Urban County Council Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Urban County Council Clerk of the Lexington-Fayette Urban County Government, and as such Urban County Council Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance duly enacted by the Urban County Council of the Lexington-Fayette Urban County Government at a duly convened meeting held on the ____ day of _____, 2022, on the same occasion signed by the Mayor is evidence of her approval, and now in full force and effect, all as appears from the official records of the Lexington-Fayette Urban County Government in my possession and under my control.

WITNESS my hand and the seal of said Urban County Government as of the ____ day of _____, 2022.

Urban County Council Clerk

[SEAL]

CERTIFICATE

I do hereby certify that the title to this enactment contains an accurate synopsis of the contents thereof and may be used to satisfy the reading and publication requirements of law.

DINSMORE & SHOHL LLP

John C. Merchant
Attorney At Law

EXHIBIT A
AMENDED AND RESTATED MANAGEMENT CONTRACT