

CITY OF LINCOLN, NEBRASKA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LINCOLN, NEBRASKA APPROVING AN AMENDED AND RESTATED FACILITIES AGREEMENT BETWEEN THE CITY AND THE WEST HAYMARKET JOINT PUBLIC AGENCY; AND RELATED MATTERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, NEBRASKA:

Section 1. The City Council (the “Council”) of the City of Lincoln, Nebraska (the “City”) hereby finds and determines as follows:

(a) The Council has heretofore approved the creation of the West Haymarket Joint Public Agency (the “Agency”) pursuant to the Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency, dated as of April 1, 2010, as amended by the Amended and Restated Joint Public Agency Agreement of the West Haymarket Joint Public Agency, dated as of January 10, 2011, (together, the “JPA Agreement”) executed and delivered by the City and The Board of Regents of the University of Nebraska (the “Regents”) in accordance with the Nebraska Joint Public Agency Act (Chapter 13, Article 23, Reissue Revised Statutes of Nebraska, as amended, the “Act”).

(b) The Agency has been formed for the purpose of (1) constructing, equipping, furnishing and financing public facilities in the West Haymarket area of the City, including but not limited to, (A) a sports/entertainment arena (the “Arena”), (B) roads, streets and sidewalks, (C) a pedestrian overpass, (D) public plaza space, (E) sanitary sewer mains, (F) water mains, (G) electric transmission lines, (H) drainage systems, (I) flood control, (J) parking garages and (K) surface parking lots (collectively, the “West Haymarket Facilities”), and (2) to (A) acquire land and to relocate existing businesses, and (B) undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities (collectively, the “Projects,” and, individually, a “Project”), (3) issuing bonds or other evidences of indebtedness to finance the same (the “Bonds”), (4) providing for the operation, maintenance and management of the Arena and related facilities, (5) collecting revenues, rents, receipts, fees, payments and other income related to the Arena, (6) levying a tax, as required and as provided by the Act and the JPA Agreement to pay the principal or redemption price of and interest on the Bonds, when and as the same shall become due; and (7) exercising any power, privilege or authority to provide for the acquisition, construction, equipping, furnishing, financing and owning such capital improvements or other projects upon or related to any of the Projects as shall be determined by the governing body of the Agency to be necessary, desirable, advisable or in the best interests of any of the Participants in the manner and as provided by the Act.

(c) The Council has heretofore approved a Facilities Agreement between the City and the Agency, dated September 8, 2010, (the “Facilities Agreement”) wherein the terms were established for the construction, equipping, and furnishing of the Projects to advance the public health, safety and welfare of the City and its residents, and the operation, maintenance and management of each Project.

(d) The Agency and the City have further determined that it is necessary, desirable, advisable and in the best interests of the Agency and the City that the Facilities Agreement be amended and restated

to reflect certain modifications and adjustments in the arrangement between the parties since the execution of the Facilities Agreement.

(e) The Agency and the City have agreed upon the terms of such modifications and adjustments to the Facilities Agreement and that such agreement should be reduced to writing in the form of an Amended and Restated Facilities Agreement (hereinafter defined) between the Agency and the City.

Section 2. The Amended and Restated Facilities Agreement, dated the date of execution and delivery thereof (the "**Amended and Restated Facilities Agreement**"), between the Agency and the City, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved.

The Mayor is hereby authorized and directed to execute the Amended and Restated Facilities Agreement for and on behalf of the City, but with such changes, additions or deletions with respect to the Amended and Restated Facilities Agreement as may be in the best interests of the City and the Agency prior to the signing thereof upon advice of the City Attorney and bond counsel.

Section 3. This ordinance shall take effect and be in force from and after its passage and publication according to law.

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INTRODUCED BY:

PASSED _____, 2013.

AYES: _____

NAYS: _____

ABSENT OR NOT VOTING:

Approved as to Form:

CONFLICT OF INTEREST:

City Attorney

APPROVED: _____, 2013.

Bond Counsel



Mayor