

MUNICIPAL ORDER 19-2019

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A SECOND ADDENDUM TO MANAGEMENT AND LEASE (WITH OPTION TO PURCHASE) AGREEMENT BETWEEN THE CITY OF OWENSBORO AND THE RIVERPARK CENTER, INC.

WHEREAS, the City of Owensboro (City) and Riverpark Center, Inc. (Riverpark) entered into a Management and Lease (With Option to Purchase) Agreement, effective September 1, 2011, establishing the terms and conditions for the operation of the International Bluegrass Music Museum; and

WHEREAS, City and Riverpark entered into a First Addendum to Management and Lease (With Option to Purchase) Agreement, effective July 15, 2013, relating to funding the cost of major and capital maintenance, replacement and/or renovation relating to the Riverpark Center facilities; and

WHEREAS, the International Bluegrass Music Museum that was previously located in the Riverpark Center has relocated to its own facility located at 311 West Second Street, Owensboro, Kentucky, and is now the Bluegrass Music Hall of Fame & Museum; and

WHEREAS, Riverpark is limited as to the types of entities to which it may sublease portions of the premises and this Second Addendum will permit it to sublease to additional types of businesses.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO,
KENTUCKY, AS FOLLOWS:**

Section 1. That the Mayor be, and he hereby is, authorized to execute said Second Addendum to Management and Lease (with Option to Purchase) Agreement with the Riverpark Center, Inc., under the terms of which the City will permit sublease of the premises, or a portion thereof, to a third party if the usage complies with the requirements of the Article 21 Downtown Overlay District.

Section 2. That the Mayor be, and he hereby is authorized to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement this Second Addendum between the City and Riverpark.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 16th day of July, 2019.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk

**SECOND ADDENDUM TO MANAGEMENT AND LEASE
(WITH OPTION TO PURCHASE) AGREEMENT**

This SECOND ADDENDUM to the Management and Lease (with Option to Purchase) Agreement, as Amended and Restated (the "Agreement"), and is made and entered into as of this ____ day of _____, 2019, by and between the **CITY OF OWENSBORO, KENTUCKY** ("CITY"), 101 E. Fourth Street, P.O. Box 10003, Owensboro, Kentucky 42302-9003, and the **RIVERPARK CENTER, INC.**, 101 Daviess Street, Owensboro, Kentucky 42303 ("MANAGER"). Collectively, the parties may be referred to as ("PARTIES").

WITNESSETH:

WHEREAS, CITY and MANAGER entered into a Management and Lease (With Option to Purchase) Agreement, effective September 1, 2011, establishing the terms and conditions for the operation of the International Bluegrass Music Museum. A copy of said lease is attached hereto and identified as Exhibit "A"; and

WHEREAS, CITY and MANAGER entered into a First Addendum to Management and Lease (With Option to Purchase) Agreement, effective July 15, 2013, relating to funding the cost of major and capital maintenance, replacement and/or renovation relating to the Riverpark Center facilities; and

WHEREAS, the International Bluegrass Music Museum that was previously located in the Riverpark Center has relocated to its own facility located at 311 West Second Street, Owensboro, Kentucky, and is now the Bluegrass Music Hall of Fame & Museum; and

WHEREAS, the MANAGER is limited as to the types of entities to which it may sublease portions of the premises and this AGREEMENT will permit MANAGER to sublease to additional types of businesses.

NOW, THEREFORE, for and in consideration of promises and the mutual covenants hereinafter contained, PARTIES hereto agree as follows:

SECTION 1. The following language shall be added to the first paragraph of Section 7 as follows:

Additionally, with written approval of the City, the Manager shall have the right to sublease the Premises to a third (3rd) party if the proposed usage complies with the requirements of the Article 21 Downtown Overlay District, which said approval shall not be unreasonably withheld.

SECTION 2. The following language shall be added to Section 12.D. as follows:

In addition to civic and/or convention center and/or performing arts center and related uses, the Manager may sublease the Premises, or portion thereof, to a third (3rd) party if the usage complies with the requirements of the Article 21 Downtown Overlay District and Manager has received the written approval of City, which said approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the CITY and MANAGER have caused this AGREEMENT to be executed in their respective names by their duly authorized officers, all as of the date first above written.

CITY: CITY OF OWENSBORO, KENTUCKY

By _____
Thomas H. Watson, Mayor

ATTEST:

By _____
Beth Cecil, City Clerk

MANAGER: RIVERPARK CENTER, INC.

By _____
Rick Hobgood, Chairman

STATE OF KENTUCKY)

COUNTY OF DAVIESS)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Thomas H. Watson, Mayor, as attested by Beth Cecil, City Clerk, for, and on behalf of the City of Owensboro, a party hereto, on this the _____ day of _____, 2019.

Notary ID # _____
My commission expires: _____

STATE OF KENTUCKY)

COUNTY OF DAVIESS)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Rick Hobgood, Chairman of, for, and on behalf of Riverpark Center, Inc., a party hereto, on this the _____ day of _____, 2019.

Notary ID # _____
My commission expires: _____

This instrument prepared by:

Stephen D. Lynn
City Attorney
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