

ORDINANCE NO. 25-07

AN ORDINANCE OF THE CITY OF SOMERSET, KENTUCKY APPROVING A LEASE AGREEMENT FOR THE FINANCING OF A PROJECT; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR THE LEASE; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO THE LEASE.

WHEREAS, in accordance with Sections 65.940 through 65.956, inclusive, of the Kentucky Revised Statutes, the City of Somerset, Kentucky (the "Lessee"), a municipal corporation and political subdivision of the Commonwealth of Kentucky, has the power to enter into lease agreements with any person, with or without the option to purchase, to provide for the use of property for any public purpose; and

WHEREAS, the Lessee has found and determined, and hereby further finds and determines, that it is necessary and desirable for the Lessee to finance all or a portion of the costs of the acquisition, construction, installation, and equipping of various improvements to Somersport Park, a municipal water park, municipal sidewalks, and the Lessee's utility systems, including water and sewer line extensions (collectively, the "Project"), all as more particularly described in the Lease (as defined herein); and

WHEREAS, the Lessee has found and determined, and hereby further finds and determines, that it will be in the best interest of the Lessee to enter into a Lease Agreement (the "Lease") with the Kentucky Bond Corporation, a nonprofit corporation organized and existing under and by virtue of the laws of the Commonwealth of Kentucky (the "Lessor"), for the leasing by the Lessee, from the Lessor, of the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SOMERSET, KENTUCKY, AS FOLLOWS:

Section 1. Affirmation of Recitals. It is hereby found, determined, and declared that the facts, declarations, and definitions set forth in the recitals of this Ordinance are all true and correct, and such facts, declarations, and definitions are hereby affirmed, adopted, and incorporated as a part of this Ordinance, and all acts described in the recitals of this Ordinance are hereby ratified.

Section 2. Approval, Authorization, Necessity, and Purpose of the Lease. The Lessee hereby approves the Lease, in substantially the form presented to the Lessee. It is hereby found and determined that the Project identified in the Lease is property to be used for public purposes. It is hereby further found and determined that it is necessary and desirable and in the best interests of the Lessee to enter into the Lease for the purposes specified therein, and the execution and delivery of the Lease by the Lessee and all of the representations, certifications, and other matters contained in the documents to be executed and delivered in connection with the Lease, or as may be required by the Lessor before the delivery of the Lease, are hereby approved, ratified, and confirmed. The Mayor and the City Clerk of the Lessee are each hereby authorized to execute, in the name and on behalf of the Lessee, the Lease and any other documents, agreements, or certifications that may be necessary in order to accomplish the transaction contemplated by the Lease.

Section 3. General Obligation Pledge. In accordance with the Constitution and laws of the Commonwealth of Kentucky, including, particularly, Sections 66.011 through 66.191, inclusive, of the Kentucky Revised Statutes, as amended (the "General Obligation Act"), the obligation of the Lessee to pay Lease Rental Payments under (and as defined in) the Lease shall constitute a full general obligation of the Lessee, and the full faith, credit, and taxing power of the Lessee are hereby pledged for the prompt payment thereof. During the period the Lease is outstanding, there shall be and there hereby is levied, annually, on all taxable property in the Lessee, in addition to all other taxes, without limitation as to rate, a direct tax in an amount sufficient to pay such Lease Rental Payments as and when due and payable, it being hereby found and determined that the current tax rates of the Lessee are within all applicable limitations. The tax shall be, and hereby is, ordered to be computed, certified, levied, and extended upon the tax duplicate, to be collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year, to the extent that any other lawfully available funds of the Lessee are available for the payment of the Lease Rental Payments and are appropriated for such purpose, the amount of such tax on all taxable property in the Lessee shall be reduced by the amount of such other funds so available and appropriated.

Section 4. Maintenance of Sinking Fund. The sinking fund previously established by the Lessee (the "Sinking Fund") is hereby ordered to be continued and maintained as long as the Lease remains outstanding. The funds derived from the tax levy required by Section 3 hereof and any other lawfully available moneys of the Lessee shall be deposited into the Sinking Fund and, together with the interest collected on the same, are hereby irrevocably pledged for the payment of the principal of and interest on all bonds issued by the Lessee under the General Obligation Act and all Tax-Supported Leases, as defined in the General Obligation Act, including the Lease, as and when the same become due and payable. The Lessee shall transfer the funds on deposit in the Sinking Fund to the Lessor at the times and in the amounts required by Section 9 of the Lease.

Section 5. Severability. If any section, paragraph, or provision of this Ordinance shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any remaining sections, paragraphs, or provisions of this Ordinance.

Section 6. Open Meetings Compliance. The Lessee hereby finds and determines that all formal actions relating to the adoption of this Ordinance and the execution and delivery of the Lease were taken in open meetings of the City Council of the Lessee, and that all deliberations of the City Council of the Lessee and of its committees, if any, which resulted in any such formal actions were held in meetings open to the public, in compliance with all applicable legal requirements, including Sections 61.810 to 61.850, inclusive, of the Kentucky Revised Statutes.

Section 7. Conflicts. All prior ordinances, resolutions, or orders of the Lessee, or parts thereof, that conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, and the provisions of this Ordinance shall prevail and be given effect.

Section 8. Effective Date. This Ordinance shall become effective immediately upon the adoption and publication of a summary hereof, as provided by law.

[Signature page to follow]

SIGNATURE PAGE TO ORDINANCE

INTRODUCED, SECONDED, AND ADOPTED at a duly convened meeting of the City of Somerset, Kentucky held on February 24, 2025, after first reading held on February 10, 2025, signed by the Mayor, attested by the City Clerk, and filed and indexed as provided by law.

CITY OF SOMERSET, KENTUCKY

By: 
Mayor

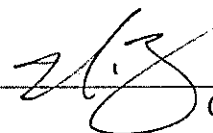
Attest:

By: 
City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Somerset, Kentucky, and as such, I hereby further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the City Council of the City at a properly convened meeting held on February 24, 2025, signed by the Mayor and duly filed, recorded, and indexed in my office, and now in full force and effect, and that all actions taken by the City in connection with the Ordinance were in compliance with all applicable requirements of the laws of the Commonwealth of Kentucky, all as appears on the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this February 24, 2025.


City Clerk

SUMMARY OF ORDINANCE 25-07

At meetings held on February 10, 2025, and February 24, 2025, the City Council of the City of Somerset, Kentucky (referred to herein as the “Lessee”) adopted an ordinance (the “Ordinance”) titled as follows:

AN ORDINANCE OF THE CITY OF SOMERSET, KENTUCKY APPROVING A LEASE AGREEMENT FOR THE FINANCING OF A PROJECT; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR THE LEASE; AFFIRMING THE MAINTENANCE OF THE EXISTING SINKING FUND; AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO THE LEASE.

The Ordinance approves a lease agreement (the “Lease”) by and between the Lessee and the Kentucky Bond Corporation (the “Lessor”) to provide the Lessee with funds to pay the costs of the acquisition, construction, installation, and equipping of various improvements to Somerset Park, a municipal water park, municipal sidewalks, and the utility systems of the Lessee, including water and sewer line extensions. The Ordinance contains provisions providing for (i) a general obligation pledge of the Lessee to levy and assess sufficient taxes to comply with its obligation to pay the lease rental payments to the Lessor under the Lease, and (ii) the maintenance of the Lessee’s existing sinking fund to be pledged as additional security for the payment of lease rental payments and certain other obligations of the Lessee under the Lease. As required by KRS Section 83A.060, the section of the Ordinance setting forth the Lessee’s pledge to levy and assess a tax to pay the obligations under the Lease is set forth in its entirety:

“Section 3. General Obligation Pledge. In accordance with the Constitution and laws of the Commonwealth of Kentucky, including, particularly, Sections 66.011 through 66.191, inclusive, of the Kentucky Revised Statutes, as amended (the “General Obligation Act”), the obligation of the Lessee to pay Lease Rental Payments under (and as defined in) the Lease shall constitute a full general obligation of the Lessee, and the full faith, credit, and taxing power of the Lessee are hereby pledged for the prompt payment thereof. During the period the Lease is outstanding, there shall be and there hereby is levied, annually, on all taxable property in the Lessee, in addition to all other taxes, without limitation as to rate, a direct tax in an amount sufficient to pay such Lease Rental Payments as and when due and payable, it being hereby found and determined that the current tax rates of the Lessee are within all applicable limitations. The tax shall be, and hereby is, ordered to be computed, certified, levied, and extended upon the tax duplicate, to be collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of the years are certified, extended, and collected. The tax shall be placed before and in preference to all other items and for the full amount thereof; provided, however, that in each year, to the extent that any other lawfully available funds of the Lessee are available for the payment of the Lease Rental Payments and are appropriated for such purpose, the amount of such tax on all taxable property in the Lessee shall be reduced by the amount of such other funds so available and appropriated.”

The undersigned, as City Clerk of the City of Somerset, Kentucky, hereby certifies that the Ordinance summarized herein was approved by the City Council of the Lessee for first reading on February 10, 2025, and second reading on February 24, 2025, and was further approved for

publication following the adoption thereof, according to law. A complete copy of the Ordinance may be reviewed at the office of the City of Somerset, Kentucky.

CITY OF SOMERSET, KENTUCKY

By: /s/ Nick Bradley

City Clerk

CERTIFICATION

The undersigned, an attorney duly licensed to practice law in the Commonwealth of Kentucky, does hereby certify that the foregoing Notice of Adoption and Summary of Ordinance of the City of Somerset, Kentucky, was prepared by the undersigned and constitutes a general summary of the essential provisions of the Ordinance summarized therein, reference to the full text of which is hereby made for a complete statement of its provisions and terms.

/s/ Callie A. King, Esq.
Dinsmore & Shohl LLP
Louisville, Kentucky