

ORDINANCE NO. 07-20-06

AN ORDINANCE APPROVING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT IN PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000 FOR THE FINANCING OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF ROOF REPAIRS OF THE COUNTY COURTHOUSE BUILDING; PROVIDING FOR THE PAYMENT AND SECURITY OF THE LEASE AND DEPOSITS TO A SINKING FUND; AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS RELATED TO SUCH LEASE; AND MAKING CERTAIN DESIGNATIONS REGARDING SUCH LEASE.

WHEREAS, the County of Shelby, Kentucky (the "County") has the power, pursuant to Section 65.940 et seq. of the Kentucky Revised Statutes (the "Act") to enter into lease agreements with or without the option to purchase in order to provide for the use of the property for public purposes;

WHEREAS, this Fiscal Court has determined the necessity of financing the costs of the acquisition, construction, installation, and equipping of roof repairs at the County Courthouse building (the "Project"), as further defined in the Lease hereinafter described;

WHEREAS, this Fiscal Court has determined that it is in the best interests of the County that the County enter into a Lease Agreement (the "Lease") in a principal amount not to exceed \$1,500,000, with a bank or financial institution offering the lowest and best interest rate, as selected by the County (the "Lessor") for the purposes of financing of the Project and the leasing the Project from the Lessor of the Project; and

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF SHELBY, KENTUCKY, AS FOLLOWS:

Section 1. Recitals and Authorization. This Fiscal Court hereby approves the Lease Agreement (the "Lease") in a principal amount not to exceed \$1,500,000, in substantially the form described to this Fiscal Court. The recitals to this Ordinance are incorporated herein as if set forth in this Section in their entirety and are hereby found and determined to be true and correct. It is further found and determined that the Project identified in the Lease is public

property to be used for public purposes, that it is necessary and desirable and in the best interests of the County to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease and all representations, certifications, and other matters contained in the closing memorandum with respect to the Lease, or as may be required by Dinsmore & Shohl LLP, as Bond Counsel, prior to delivery of the Lease, are hereby approved, ratified, and confirmed. The County Judge/Executive and the Fiscal Court Clerk of the County are hereby authorized to execute the Lease, together with such other agreements or certifications which may be necessary to accomplish the transaction contemplated by the Lease.

Section 2. General Obligation Pledge. Pursuant to the Constitution of the Commonwealth and Chapter 66 of the Kentucky Revised Statutes, as amended (the "Act"), the obligation of the County created by the Lease shall be a full general obligation of the County and, for the prompt payment of the "Lease Payments," as defined in the Lease, the full faith, credit and taxing power of the County are hereby pledged. During the period the Lease is outstanding, there shall be and there hereby is levied on all the taxable property in the County, in addition to all other taxes, without limitation as to rate, a direct tax annually in an amount sufficient to pay the Lease Payments on the Lease when and as due, it being hereby found and determined that current tax rates are within all applicable limitations. Said tax shall be and is hereby ordered computed, certified, levied, and extended upon the tax duplicate and 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 the other taxes or revenues of the County are available for the payment of the Lease Payments and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the County shall be reduced by the amount of such other taxes or revenues so available and appropriated.

Section 3. Sinking Fund. It is acknowledged that there has heretofore been established, a sinking fund (the “Sinking Fund”) with the County in accordance with the requirements of the Act, which is hereby ordered to be continued and maintained as long as the Lease shall remain outstanding. The funds derived from said tax levy hereby required or other available taxes shall be placed in the Sinking Fund and, together with interest collected on the same, are irrevocably pledged for the payment of all bonds issued under the Act and Tax Supported Leases, as defined in the Act, including the Lease, when and as the same fall due.

Section 4. Severability. If any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Open Meetings Law. This Fiscal Court hereby finds and determines that all formal actions relative to the adoption this Ordinance were taken in an open meeting of this of Fiscal Court, and that all deliberations of the Fiscal Court and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 6. Conflicts. All ordinances, resolutions, orders, or parts thereof in 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 7. Effective Date. This Ordinance shall take effect from and after its passage and publication of the Summary, as provided by law.

INTRODUCED AND PUBLICLY READ ON FIRST READING on the 6th day of July, 2021.

PUBLICLY READ, ADOPTED, AND APPROVED ON SECOND READING, this the 20th day of July, 2021.

COUNTY OF SHELBY, KENTUCKY

By: Don Don
County Judge/Executive

Attest:

By: Ann Carol Perry
Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of the County of Shelby, Kentucky, and as such Fiscal Court Clerk, I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly enacted by the Fiscal Court of the County at a duly convened meeting held on the 20th day of July, 2021, on the same occasion signed by the County Judge/Executive as evidence of his/her approval, and now in full force and effect, all as appears from the official records of the County in my possession and under my control.

Witness my hand as Fiscal Court Clerk of said County as of the 20 day of July,
2021.


Fiscal Court Clerk

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