

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2020-#12**

**AN ORDINANCE PROVIDING FOR THE IMPOSITION,
LEVY, COLLECTION AND APPORTIONMENT OF TAXES
FOR THE CITY OF DAYTON, CAMPBELL COUNTY,
KENTUCKY FOR THE FISCAL YEAR JULY 1, 2020
THROUGH JUNE 30, 2021.**

This ordinance sets the real property ad valorem tax rate for the city for the present fiscal year at .434 per hundred dollars of value for the general fund and .050 per hundred dollars of value for parks. The tax rate for automobile personal property is set at .5009 per hundred dollars of value and at .750 per hundred dollars of value for all other property.

The ordinance requires that all Real Property and Other Tangible Property (excluding motor vehicles and motorboats) taxes be paid by November 30, 2020. Taxes not paid by this date shall become delinquent. Taxes paid during the first three days after they become delinquent will be assessed a 1% penalty. Any taxes not paid more than three days after they become delinquent shall be subject to a penalty of 10% and shall accrue interest at a rate of twelve percent (12%) per annum until paid. The delinquent taxpayer shall also pay all costs, attorney's fees, and other expenses incidental to any action taken by the city for collection of the delinquent tax bill.

The ordinance also sets the bank deposits at twenty-five thousandths of one percent (.025%) of those deposits. The payor of these taxes may pay the sum due less 2% if paid by December 31, 2020 or the full amount by January 31, 2021.

I, Tom Edge, an attorney licensed to practice law in the Commonwealth of Kentucky, acting as attorney for the City of Dayton, Kentucky, do hereby certify that this summary was prepared by me at the direction of the Council of the City of Dayton, and that said summary is a true and accurate summary of the contents of the ordinance.

TOM EDGE

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2020-#12**

**AN ORDINANCE PROVIDING FOR THE IMPOSITION,
LEVY, COLLECTION AND APPORTIONMENT OF TAXES
FOR THE CITY OF DAYTON, CAMPBELL COUNTY,
KENTUCKY FOR THE FISCAL YEAR JULY 1, 2020
THROUGH JUNE 30, 2021.**

WHEREAS, KRS 83 A.130 to 83A.150 and KRS 92.280 and KRS 92.330 require that the legislative body of each city levy an ad valorem tax for city purposes, that this be done by ordinance to provide for sufficient revenue to operate city government, and

WHEREAS, KRS Chapter 132 requires that this be calculated in accordance with the provisions of that chapter, and KRS 134.800 and KRS 134.810 require that ad valorem taxes on motor vehicles and motorboats be collected by the City Clerk and that such taxes shall become due and delinquent as set forth in KRS 134.810 and that such taxes not paid when due shall be subject to the penalty and interest as specified therein,

**NOW, THEREFORE BE IT ORDAINED BY THE CITY OF DAYTON,
CAMPBELL COUNTY, KENTUCKY AS FOLLOWS:**

SECTION 1. Real Property – General Tax.

An ad valorem tax rate of .434 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 2. Real Property – Park Tax.

An ad valorem tax rate of .050 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 3. Other Personal (Tangible) Property.

An ad valorem tax rate of 0.750 cents on each \$100.00 (one hundred dollars) of assessed valuation of personal property (other than motor vehicles and motorboats) subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 4. Motor Vehicles and Motorboats.

An ad valorem tax rate of \$.5009 cents on each \$100.00 (one hundred dollars) of assessed valuation of motor vehicles and motorboats subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 5. Bank Deposits.

There shall be imposed and collected for said City, as permitted under KRS Chapter 136 on the taxable fair cash value of bank deposits within the city as assessed, corrected, altered, certified and returned by the Revenue Cabinet or as assessed by the Mayor and Council, if for any reason said deposits have not been listed in any manner for taxation, sum equal to twenty-five thousandths of one percent (.025%) of those deposits. The levy called for in this Section shall be imposed, levied, collected and apportioned for payment of incidental expenses of the City. Those banks upon which the above tax is imposed may pay the sum due less 2% if paid by December 31, 2020 or the full amount by January 31, 2021. Thereafter the penalty and interest herein shall be imposed.

SECTION 6. Due Date, Payment, Discount and Penalty.

The taxes mentioned in this Ordinance Sections 1, 2 and 3 shall be due and payable at the Office of the City Clerk by November 30, 2020 and shall become delinquent the day immediately following if not paid. Taxes paid during the first three days after they become delinquent will be assessed a 1% penalty. Any taxes not paid more than three days after they become delinquent shall be subject to a penalty of 10% and shall accrue interest at a rate of twelve percent (12%) per annum until paid. The delinquent taxpayer shall also pay all costs, attorney's fees, and other expenses incidental to any action taken by the city for collection of the delinquent tax bill.

SECTION 7. Effective Date and Use Thereof.

This Ordinance shall be effective immediately upon publication and applies to the 2020 calendar year tax assessment and all receipts shall be used for city purposes and accounted in the 2020-2021 fiscal year and subsequent fiscal years in reference to delinquent collections.

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session.

First Reading: September 1, 2020

Second Reading: _____

MAYOR BEN BAKER

ATTEST:

DONNA LEGER
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2020-#13**

**AN ORDINANCE AMENDING, UPDATING, AND ADOPTING THE CITY OF
DAYTON COMPREHENSIVE PLAN.**

This ordinance adopts the amended and updated Comprehensive Plan based on the reasoning and findings of fact of the City of Dayton Planning & Zoning Commission.

I, Tom Edge, an attorney licensed to practice law in the Commonwealth of Kentucky, acting as attorney for the City of Dayton, Kentucky, do hereby certify that this summary was prepared by me at the direction of the Council of the City of Dayton, and that said summary is a true and accurate summary of the contents of the ordinance.

TOM EDGE

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2020-#13

AN ORDINANCE AMENDING, UPDATING, AND ADOPTING THE CITY OF DAYTON COMPREHENSIVE PLAN.

WHEREAS, the City of Dayton has previously adopted a Comprehensive Plan for the City; and,

WHEREAS, the City of Dayton Planning & Zoning Commission has been requested to review and act upon an application by same said commission to adopt the amended and updated Comprehensive Plan; and,

WHEREAS, the City of Dayton Planning & Zoning Commission held a public hearing to review said application, pursuant to due legal notice in accordance with KRS Chapter 100 and 424; and,

WHEREAS, after said public hearing and after due consideration of the evidence and testimony presented, the City of Dayton Planning & Zoning Commission voted to approve and adopt the amended and updated comprehensive plan at a regularly scheduled meeting; and,

WHEREAS, the Dayton City Council having reviewed the proposed amended and updated comprehensive plan, hereby concurs in the recommendation, reasoning and findings of fact of the City of Dayton Planning & Zoning Commission.

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY AS FOLLOWS:

Section I

That the amended and updated Comprehensive Plan be adopted based on the reasoning and findings of fact of the City of Dayton Planning & Zoning Commission as attached herein.

Section II

That this Ordinance shall be signed by the Mayor, attested by the City Clerk/Treasurer, recorded and published. Same shall be in effect at the earliest time provided by law.

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session.

First Reading: Oct. 8, 2020

Second Reading: _____

MAYOR BEN BAKER

ATTEST:

DONNA LEGER
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2020-#14**

**AN ORDINANCE AMENDING ORDINANCE 2020-#8 SETTING
FORTH COMPENSATION AND NUMBER OF AUTHORIZED
POSITIONS FOR EMPLOYEES UNDER THE DAYTON JOB
CLASSIFICATION SYSTEM.**

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY AS FOLLOWS:

SECTION ONE: Compensation ranges for employees and number of authorized positions under the Dayton Job Classification System shall be as follows:

<u>Position</u>	<u>(No. Authorized)</u>	<u>Pay Range</u>
City Administrative Officer	(1)	50,000.00 - 90,000.00
Assistant City Administrator	(0)	22,000.00 - 36,000.00
City Clerk/Treasurer	(1)	35,000.00 - 70,000.00
Ass't City Clerk/Treasurer	(2)	25,000.00 - 39,000.00
Administrative Secretary	(0)	24,000.00 - 35,000.00
Chief of Police	(1)	45,000.00 - 85,000.00
Police Captain	(0)	39,000.00 - 70,000.00
Police Lieutenant	(1)	39,000.00 - [65,000.00] <u>72,000</u>
Police Sergeant	(2)	39,000.00 - 60,000.00
Police Corporal	(1)	34,700.00 - 55,000.00
Police Officer	(10)	31,000.00 - 53,000
Police Recruit	(0)	30,000.00 - 33,500.00
Part-time Patrol Officer	(2)	15.00 - 17.00 per hour
Police Clerk	(1)	8.00 - 19.00 per hour
Superintendent, Public Works	(1)	35,000.00 - 60,000.00
Crew Leader	(1)	25,000.00 - 45,000.00
Laborer	(3)	10.00 - 19.00 per hour
Laborer (23 hrs/week)	(0)	7.00 - 12.00 per hour
Seasonal Laborer (4/1-10/31)	(2)	7.00 - 13.00 per hour
City Codes Director	(1)	22,000.00 - 50,000.00
City Inspector	(0)	
Blight Inspector (20 hrs/week)	(0)	14.90 - 18.00 per hour
Janitor (10 hrs/week)	(0)	7.00 - 11.00 per hour
Recreation Director	(0)	
Economic Development Director	(1)	30,000.00 - 50,000
Neighborhood Project Coordinator	(1)	18.00 - 21.00 per hour]

SECTION TWO: Unless otherwise stated, the compensation stated in Section One shall be a yearly amount based upon the normal number of hours required for each position under the Job Classification System and does not include overtime pay as authorized under the Employee Personnel Policy.

SECTION THREE: City Council may, by resolution, authorize the payment of a yearend bonus to any or all employees in an amount not to exceed One Hundred Dollars (\$100.00)

SECTION FOUR: Any and all ordinances including or portions thereof in conflict herewith are hereby repealed.

SECTION FIVE: This ordinance shall be signed by the Mayor, attested by the City Clerk, recorded, published, and shall be in effect at the earliest time provided by law.

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session.

First Reading: Oct. 8, 2020

Second Reading:

MAYOR BEN BAKER

ATTEST:

DONNA LEGER
CITY CLERK/TREASURER

COMMISSIONERS ORDER/RESOLUTION NO. 2020#10R

AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO \$8,500,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT TAXABLE INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2020A AND UP TO \$2,500,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT TAXABLE INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2020B, IN ORDER TO ASSIST MANHATTAN DEVELOPMENT GROUP, LLC, OR ITS ASSIGNS, TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL BUILDING FACILITY LOCATED WITHIN THE CITY OF DAYTON, KENTUCKY AND TO IMPROVE SAID FACILITY; AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SAID BONDS; AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF DAYTON, KENTUCKY AND MANHATTAN DEVELOPMENT GROUP, LLC, OR ASSIGNS, WITH RESPECT TO THE FACILITY (THE “AGREEMENT”); AUTHORIZING A TRUST INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND FURTHER TO SECURE THE PAYMENT OF SAID BONDS; AUTHORIZING A BOND PURCHASE AGREEMENT; AUTHORIZING A HOME OFFICE PAYMENT AGREEMENT; AUTHORIZING THE EXECUTION OF AN OPEN-END LEASEHOLD MORTGAGE AND SECURITY AGREEMENT, WITH A JOINDER BY THE CITY; AND AUTHORIZING A PILOT MORTGAGE TO SECURE THE PAYMENT OBLIGATIONS IN THE PILOT AGREEMENT, WHICH ARE PLEDGED IN-PART TO THE PAYMENT OF THE SERIES 2020B BONDS

WHEREAS, the City of Dayton, Kentucky (the “Issuer”) is by virtue of the laws of the Commonwealth of Kentucky, including Chapter 103 of the Kentucky Revised Statutes, and other authorities mentioned therein, authorized and empowered, among other things, (a) to assist in the financing of costs of industrial building facilities located within the boundaries of the Issuer, (b) to enter into an agreement with the lessee of such facilities providing for revenues sufficient to pay the principal of and interest and any premium on such revenue bonds, including the issuance of refunding bonds (c) to secure such revenue bonds by a trust agreement or indenture between the Issuer and a corporate trustee, and by a pledge and assignment of such revenues, as provided for herein, and (d) to enact the Bond Legislation and enter into the Indenture and the Agreement, as hereinafter identified, upon the terms and conditions provided therein; and,

WHEREAS, by the terms of a Resolution No. 13-R the Issuer agreed to provide certain incentives to encourage Manhattan Development Group, LLC, a Kentucky limited liability company, (the “Company”) to undertake a residential condominium project in the City referred to as The Lookout Project (the “Project”), including agreeing to issue Project Bonds pursuant to KRS Chapter 103 to pay for the cost of acquisition and construction of the Project; and

WHEREAS, it is hereby determined by this Legislative Authority that the acquisition, construction and equipping of the Project, and improvement to said Project will require the issuance, sale and delivery of the Project Bonds in separate series with up to \$8,500,000 maximum aggregate principal amount taxable industrial building revenues bonds Series 2020A (the "Series 2020A Bonds"), and up to \$2,500,000 maximum aggregate principal amount taxable industrial building revenues bonds Series 2020B (the "Series 2020B Bonds), for a not to exceed amount for the combined Series 2020A Bonds and the Series 2020B Bonds being \$11,000,000 (collectively "The Lookout Project", with the Series 2020A Bonds and the Series 2020B Bonds being referred to herein as the "Bonds or the "Project Bonds"), and hereafter may, with the prior written consent of the Issuer, involve the Issuer's issuance, sale and delivery of Additional Bonds on a parity therewith, all of which Project Bonds and Additional Bonds shall be equally and ratably payable and secured as provided herein and in the Indenture authorized herein;

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF DAYTON, KENTUCKY, as follows:

That the provisions hereof shall be, as follows:

Section 1. Definitions. All defined terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Trust Indenture with respect to the Project Bonds (the "Indenture") between the Issuer and The Huntington National Bank and its successors in trust, as trustee (the "Trustee").

Any reference herein to the Issuer, to the Legislative Authority, or to any officers thereof, shall include any person or entity which succeeds to its or their duties or responsibilities pursuant to or by operation of law. Any reference to a section or provision of the Kentucky Constitution or the Act or to a section, provision or chapter of the Kentucky Revised Statutes shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided, however, that no such change in the Constitution or laws (a) shall alter the obligation to pay the Bond service charges in the amounts and manner, at the times and from the sources provided in this Bond Legislation and the Indenture, except as otherwise herein permitted or (b) shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, the Trustee or the Company under the Agreement or the Indenture.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof", "hereby", "hereto", "hereunder", and similar terms, mean this Bond Legislation.

Section 2. Determinations of Legislative Authority. The Legislative Authority hereby determines that the Project is an "industrial building" as that term is defined in Section 103.200 of the Kentucky Revised Statutes, and will benefit the people of the Issuer by creating or preserving jobs and employment opportunities and promoting the commercial and economic development of the Issuer and the State.

Section 3. Authorization and Terms of Project Bonds.

(a) Authorization. It is hereby determined to be necessary to, and the Issuer shall issue, sell and deliver, as provided and authorized herein and pursuant to the authority of the Act, up to \$11,000,000 maximum aggregate principal amount of Project Bonds for the purpose of providing funds to be used to finance the Project and to finance improvements to said Project and to pay costs of issuance of said Project Bonds. The Project is and shall be owned by Issuer and leased to the Company. Said Project Bonds shall be issued in two series and shall be designated “Taxable Industrial Building Revenue Bonds, Series 2020A “The Lookout Project” and “Taxable Industrial Building Revenue Bonds, Series 2020B “The Lookout Project”. The Issuer may also issue, sell and deliver Additional Bonds on a parity with the Project Bonds for the purposes and in the manner provided in the Indenture. The proceeds of the Project Bonds shall be applied (i) to provide funds to finance the acquisition, construction and installation of the Project and (ii) to pay reasonable and customary closing costs associated with the issuance of the Project Bonds.

(b) Terms. The Project Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Indenture. The Project Bonds shall mature as provided in the Indenture, and have such terms, bear such interest, and be subject to mandatory and optional redemption as provided in the Indenture. This Legislative Authority hereby fixes and establishes the interest rate in effect from time to time on the Project Bonds in the manner and pursuant to the provisions of the Indenture.

The form of the Project Bonds attached to the Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved, and when the same shall be executed on behalf of the Issuer by the appropriate officers thereof in the manner contemplated hereby and by the Indenture, in a principal amount of up to \$11,000,000, shall represent the approved form of the Project Bonds of the Issuer.

(c) Place of Payment. Bond service charges on Project Bonds shall be payable, without deduction for services of the Paying Agent, in the manner provided in the Project Bonds.

(d) Execution. The Project Bonds shall be executed by the Mayor and City Clerk of the Issuer, provided that either or both of such signatures may be facsimiles.

(e) Maximum Rate. The per annum interest rate applicable to the Project Bonds shall at no time exceed the maximum rate allowable by the laws of the Commonwealth of Kentucky.

(f) Required Other Approvals. The issuance of the Project Bonds has been approved as required by KRS 103.2010 by order of the Commonwealth of Kentucky State Local Debt Officer dated December 4, 2019.

(g) Pilot Agreement. The issuance of the Projects Bonds by the Issuer shall be conditioned upon compliance by the Company to pay certain payments in lieu of taxes as set forth in an Agreement In Lieu of Taxes by and among the Issuer, the Dayton Independent School District and the Company dated March 26, 2020 (the “Pilot Agreement”).

Section 4. Terms of all Project Bonds and Additional Bonds. All Project Bonds and Additional Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Bond service charges on all Project Bonds and Additional Bonds shall be payable in lawful money of the United States of America. Bonds shall be issued as fully registered bonds. All Project Bonds and Additional Bonds shall be negotiable instruments within the meaning of Chapter 103 of the Kentucky Revised Statutes, subject to applicable provisions for registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

All Project Bonds and Additional Bonds shall be executed in the manner provided in the Bond Legislation authorizing their issuance or in the manner provided by the applicable law in effect at the time of their issuance. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the issuance, authentication or delivery of such Project Bonds and Additional Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until that time.

Any notice of call for redemption of all Project Bonds shall be given in the manner provided in the Indenture. If Project Bonds and Additional Bonds or portions of fully registered Project Bonds and Additional Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all the Project Bonds and Additional Bonds to be redeemed, together with accrued interest to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Project Bonds and Additional Bonds or portions of fully registered Bonds shall cease to bear interest.

Section 5. Security Pledged for Project Bonds. The Project Bonds shall be payable solely from the Revenues and secured by, among other things, a pledge of and lien on moneys deposited in the Construction Fund and the Bond Fund, and a pledge and assignment of other moneys constituting Revenues, and further secured by the Indenture, with the Series 2020B Bonds being secured by the Pilot Agreement, and anything in this Bond Legislation, the Project Bonds, the Agreement, and Indenture to the contrary notwithstanding, neither this Bond Legislation, the Project Bonds, the Agreement, nor the Indenture shall constitute a debt or a pledge of the faith and credit of the Issuer or of the State or any political subdivision thereof and the holders or owners of the Bonds shall have no right to have taxes levied by the General Assembly of the State or the taxing authority of the Issuer or of any other political subdivision of the State for the payment of the principal of, premium, if any, or interest on the Project Bonds, but such Bonds are payable solely from the Revenues and the Bonds shall contain on the face thereof a statement to that effect.

Section 6. Sale of Project Bonds; Allocation of Purchase Price. The Legislative Authority is hereby authorized and directed to offer for sale the Project Bonds to Manhattan Development Group, LLC, a Kentucky limited liability company (in its role as purchaser of the Project Bonds, the "Purchaser"), for purchase by the Purchaser at the price or prices set forth in the Bond Purchase Agreement, plus accrued interest, if any, in accordance with the terms and provisions of this Bond Legislation, and to make the necessary arrangements on behalf of the Issuer with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Project Bonds to the Purchaser. The Mayor and City Clerk are further hereby authorized

and directed to take all steps necessary to effect due authentication, delivery and security of the Project Bonds under the terms of this Bond Legislation, Bond Purchase Agreement and the Indenture, and it is hereby determined that the aforesaid purchase price and the interest rate for the Project Bonds and the manner of sale, as provided in this Bond Legislation, are in compliance with all legal requirements. The City Clerk shall furnish to the Purchaser a true and certified transcript of proceedings with reference to the issuance of the Project Bonds, along with such information from his or her records as is necessary to determine the regularity and validity of the issuance of said Project Bonds.

There is hereby created by the Issuer and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee a trust fund to be designated "City of Dayton, Kentucky-The Lookout Project Construction Fund" (herein also sometimes called the "Construction Fund"). After payment of the costs of issuance related to the Bonds, the Project Bond proceeds shall be used to fund the Construction Fund. Moneys in the Construction Fund shall be disbursed by the Trustee in accordance with the provisions of the Agreement, and the Trustee is hereby authorized and directed to issue its check, transfer funds via wire transfer or credit accounts for each disbursement required by the provisions of the Agreement. The Issuer covenants and agrees promptly to take whatever action, if any, is necessary in approving and ordering all such disbursements.

The moneys to the credit of the Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the holders of the Project Bonds, but only to the extent of their interest therein.

Section 7. Source of Payment - Bond Fund. As provided in the Agreement, moneys sufficient in time and amount to pay the Bond service charges with respect to the Project Bonds as they come due are to be paid by the Company directly to the Trustee, including Lease Payments for the account of the Issuer and deposited in an appropriate account in the Bond Fund.

There is hereby created by the issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Dayton, Kentucky-The Lookout Project Revenue Bond Fund" (herein called the "Bond Fund"). The Bond Fund (and accounts therein provided for in the Indenture or in the Agreement) and the moneys and investments therein are hereby pledged to and shall be used for the payment of Bond service charges, all as provided herein and in the Indenture and the Agreement, provided that no part thereof (except as may otherwise be provided for herein and in the Indenture or the Agreement) shall be used to redeem or purchase, prior to maturity, any Project Bonds. The Trustee is authorized and directed to create and maintain appropriate accounts in the Bond Fund with respect to each series of Project Bonds and Additional Bonds consistent with their respective payment and security (priority) provisions.

On or before each date when Bond service charges are due and payable, the Trustee shall transmit from moneys in the Bond Fund applicable thereto to any other Paying Agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond service charges then to be due and payable; provided that to the extent the amount needed by any other Paying Agent is not sufficiently predictable, the Trustee may, but shall not be required to, make such credit arrangements with such Paying Agent as to permit meeting such payments.

There shall be deposited into the Bond Fund (and credited, if required by the Indenture or the Agreement, to appropriate accounts therein), as and when received, (a) all Lease Payments, to the extent not required to pay Base Rent due under the Agreement which has not been paid and (b) all other Revenues, except those amounts required by the Indenture or the Agreement to be deposited in any other separate insurance or condemnation proceeds account.

The Issuer hereby covenants and agrees that so long as any of the Project Bonds are outstanding it will deposit or cause to be deposited in the Bond Fund, amounts sufficient in time and amount to pay the Bond service charges as the same become due and payable, and to this end the Issuer covenants and agrees that, so long as any Project Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to enforce the Agreement, and that, should there be an event of default under the Agreement, the Issuer shall fully cooperate with the Trustee and with the Bondholders to protect fully the rights and security of the Bondholders hereunder. Nothing herein shall be construed as requiring the Issuer to use or apply to the payment of Bond service charges any funds or revenues from any source other than revenues or to expend any of its own funds to enforce the Agreement.

Notwithstanding anything herein to the contrary, the Issuer, Company, Purchaser and Trustee may enter into agreements that vary the method of payment of bond service charges, to the extent authorized by the Indenture.

Section 8. Covenants of Issuer. In addition to other covenants of the Issuer contained in this Bond Legislation and the Indenture, the Issuer further covenants and agrees as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from Revenues pay or cause to be paid the Bond service charges on each and all Project Bonds on the dates, at the places and in the manner provided herein, in the applicable Bond Legislation and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bond Legislation, the Agreement, the Indenture, the Bond Purchase Agreement and in any and every Project Bond executed, authenticated and delivered under the Indenture, and in all proceedings of the Issuer pertaining to the Project Bonds, the Indenture, the Bond Purchase Agreement or the Agreement. The Issuer warrants and covenants that it is, and upon delivery of the Project Bonds will be, duly authorized by the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Project Bonds and to execute the Indenture, the Bond Purchase Agreement and the Agreement to provide the security for payment of the Bond service charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Project Bonds and execution and delivery of the Indenture, the Agreement and the Bond Purchase Agreement have been or will be duly and effectively taken; and that the Project Bonds in the hands of the holders thereof will be valid and enforceable special obligations of the Issuer according to the terms thereof. Each provision of the Bond Legislation, the Indenture, the Agreement, the Bond Purchase Agreement and the Bonds is binding upon each such officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duties required by such provision; and each duty of the Issuer and of its officers

undertaken pursuant to such proceedings for the issuance of the Project Bonds is established as a duty of the Issuer and of each such officer having authority to perform such duty, specifically enjoined by law and resulting from an office, trust, or station within the meaning of the Kentucky Revised Statutes, providing for enforcement by writ of mandamus.

(c) Revenues. Except as otherwise provided in the Bond Legislation, the Indenture and the Agreement, the Issuer will not create or suffer to be created any debt, lien or charge thereon, or make any pledge or assignment of or create any debt, lien or charge thereon, or make any pledge or assignment of or create any lien or encumbrance upon the Revenues, including the moneys in the Bond Fund and the Construction Fund other than the pledge and assignment thereof under this Bond Legislation, the Indenture and the Agreement.

(d) Recordings and Filings. The Issuer will, at the expense of the Company, cause (to the extent required by the laws of the State to perfect such instruments and/or the lien created thereby) all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges and assignments made by it to secure the Project Bonds, to be recorded and filed in such manner and in such places and to the extent required by law in order to fully preserve and protect the security of the holders of the Project Bonds and the rights of the Trustee under the Indenture.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project or the Revenues shall at all times be open to inspection by such accountants or other agents of the Trustee or the Purchaser as the Trustee or the Purchaser may from time to time designate.

(f) Rights under Agreement. The Trustee, in its name or in the name of the Issuer, may, for and on behalf of the Bondholders, enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement, whether or not the Issuer is in default of the pursuit or enforcement of such rights and obligations.

(g) Maintenance of Agreement. The Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on the part of the Issuer under the Agreement, and will take all actions within its authority to maintain the Agreement in effect in accordance with the terms thereof and to enforce and protect the rights of the Issuer thereunder, including actions at law and in equity, as may be appropriate. The Issuer shall not be required to expend its own funds for this purpose.

Section 9. Investment of Bond Fund and Construction Fund. Except as otherwise provided in the Indenture, moneys in the Bond Fund, and the Construction Fund shall be invested and reinvested by the Trustee in Eligible Investments, in accordance with and subject to the orders (if verbal, to be confirmed in writing) of the Authorized Tenant Representative with respect thereto, provided that investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys hereunder to pay Bond service charges as they fall due at stated maturity or by redemption or pursuant to any Mandatory Sinking Fund Requirements, and provided that each investment of moneys in the Construction Fund shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make timely payments from said Bond

Fund. Any such investments may be purchased from the Trustee or its affiliates. In the absence of written direction from the Company with respect to investment of moneys held in the Funds, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Eligible Investments under the Indenture. The Trustee shall sell or redeem investments standing to the credit of the Bond Fund to produce sufficient moneys hereunder at the times required for the purpose of paying Bond service charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any such order. For purposes of the Indenture and this Bond Legislation, such investments shall be valued at face amount or market value, whichever is less.

Section 10. Indenture, Agreement, Home Office Payment Agreement, Bond Purchase Agreement and Pilot Mortgage. In order better to secure the payment of the Bond service charges as the same shall become due and payable, the Mayor and City Clerk are hereby authorized and directed, on behalf of the Issuer, to execute and deliver the Indenture, the Agreement, the Home Office Payment Agreement, the Bond Purchase Agreement and a Pilot Mortgage to secure the payment obligations in the Pilot Agreement, in substantially the forms submitted to the Issuer, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Indenture, the Agreement, the Home Office Payment Agreement, the Bond Purchase Agreement and the Pilot Mortgage, respectively by such officers.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of said Indenture.

Section 11. Other Documents. The Mayor and City Clerk are hereby further authorized and directed to execute financing statements, other assignments and any other agreements, documents and instruments as are, in the opinion of bond counsel to the Issuer, necessary or desirable to perfect the pledges set forth in the Indenture and to consummate the transactions provided for in the Indenture, the Agreement and the Bond Purchase Agreement. This authorization to the Mayor and City Clerk to execute other related documents necessary to close 8,000the transaction include, but are not limited to, certain documents that may be required of Stock Yards Bank & Trust Co., the Lender to the Purchaser, including a Leasehold Mortgage and Security Agreement (Ground Lessor Joinder), and other related documents.

Section 12. Compliance with Kentucky Revised Statutes. It is hereby found and determined that all formal actions of this Legislative Authority concerning and relating to the passage of this Bond Legislation were taken in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

Section 13. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in any Project Bonds, or in the Agreement, the Indenture, or the Bond Purchase Agreement, or under any judgment obtained

against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Project Bonds, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Project Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Project Bonds, or otherwise, of any sum that may remain due and unpaid upon any Project Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Agreement, Indenture, and the Bond Purchase Agreement and the issuance of the Project Bonds.

Section 14. Downtown Business District. The City hereby finds and affirms that the Project, as proposed by the Company, is located within a city-designated downtown business district, per KRS 103.200(n).

Section 15. Bond Counsel. The City hereby approves and designates Keating Muething & Klekamp, Cincinnati, Ohio, as bond counsel for the issuance of the Project Bonds.

That this Resolution shall be signed by the Mayor, attested to by the City Clerk, recorded and be effective upon adoption.

ADOPTED: October 8, 2020

BEN BAKER, MAYOR

ATTEST:

DONNA LEGER, CITY CLERK

CERTIFICATE

I, Donna Leger, City Clerk for the City of Dayton, Kentucky (the "City"), certify that the foregoing is a true copy of Order/Resolution No. O/R _____ adopted by the City Council of the City on the ____ day of October, 2020, that all actions taken in connection with the Order/Resolution were in compliance with the requirements of KRS 61.800 to 61.850, and that said Order/Resolution is now in full force and effect, all as appears from the official records of the Board in my custody and under my control.

Witness my hand as City Clerk this ____ day of October, 2020.

Donna Leger, City Clerk

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