

Dayton City Council
Council Meeting
April 18, 2023
Community and Meeting Center
625 Second Ave., Dayton, KY

ROLL CALL

PRAYER & PLEDGE

MAYOR'S REPORT

Minutes: Approval of minutes from March 7, 2023, City Council meeting.

Mayor asks for audience comments regarding any legislation appearing on tonight's agenda.

ORDINANCES:

- **Second Reading: Ordinance No. 2022#2** — An Ordinance recognizing Monument Park and Riverfront Commons as City Parks in the City of Dayton, Kentucky.

ORDER/RESOLUTIONS:

Order/Resolution 2023-15R -- An Order/Resolution approving an Interlocal Cooperation Agreement by and between the Cities of Dayton and Bellevue, Kentucky, authorizing the mutual use of golf carts by residents on streets in these cities subject to the golf-cart-use restrictions adopted in each city.

Order/Resolution 2023-16R -- An Order/Resolution appointing Andrew Ashcraft as an alternate member of the Code Enforcement Board.

DEPARTMENT HEAD REPORTS

CITY ADMINISTRATOR'S REPORT

OTHER AUDIENCE COMMENTS

UNFINISHED BUSINESS

EXECUTIVE SESSION, PURSUANT TO KRS 61.810(1)(B), DELIBERATIONS ON THE FUTURE ACQUISITION OR SALE OF REAL PROPERTY WHEN THE PUBLICITY WOULD LIKELY AFFECT THE VALUE OF THE PROPERTY

ADJOURNMENT

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2023-16R**

AN ORDER/RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF DAYTON AND BELLEVUE, KENTUCKY, AUTHORIZING THE MUTUAL USE OF GOLF CARTS BY RESIDENTS ON STREETS IN THESE CITIES SUBJECT TO THE GOLF-CART-USE RESTRICTIONS ADOPTED IN EACH CITY.

WHEREAS, the Cities of Dayton and Bellevue, Kentucky, have authorized the use of golf carts by their residents on city streets within each respective city, subject to certain restrictions; and

WHEREAS, Dayton and Bellevue adjoin each other and many of the streets of both cities connect with each other; and

WHEREAS, the Cities of Dayton and Bellevue believe it is convenient and prudent to allow the use of golf carts to travel to, through, and from both cities to provide an alternate means of transportation within those cities.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

The City of Dayton, Kentucky is authorized to enter into an Interlocal Cooperation Agreement with the City of Bellevue, Kentucky, relating to the use of golf carts in these cities. The Interlocal Cooperation Agreement is on file at the City Clerk's Office, which is incorporated by reference herein. The Mayor of each City is hereby authorized to execute any documents necessary to effectuate and approve this Agreement. Drivers of golf carts must comply with the respective rules and restrictions approved by Dayton and Bellevue when operating golf carts in these cities.

AND IT IS SO ORDERED AND RESOLVED. Passed and approved by the City Council of the City of Dayton, Kentucky, on this 18th day of April 2023. This Resolution shall be maintained and indexed in the Official Resolution and Order Book by the City Clerk/Treasurer.

MAYOR BENJAMIN BAKER

ATTEST:

TRISTIAN KLEIN
CITY CLERK/TREASURER

INTERLOCAL COOPERATION AGREEMENT

By and Between

THE CITY OF BELLEVUE, KENTUCKY

And

THE CITY OF DAYTON, KENTUCKY

Relating to:

The Use of Golf Carts within these Cities

Dated as of:

April 12, 2023

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Interlocal Agreement”) is made and entered into by and between the City of Bellevue, Kentucky, and the City of Dayton, Kentucky, municipal corporations of the Home Rule Class (collectively referred to as “the Cities”); and.

WHEREAS, KRS 65.210 et seq. is titled the Interlocal Cooperation Act and provides that it is the purpose of the Act is to permit public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Interlocal Cooperation Act provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of KRS 65.210 to 65.300; and

WHEREAS, KRS 189.286 provides that local governments may permit the operation and regulation of golf carts on public roadways; and

WHEREAS, the parties to this Interlocal Agreement believe that the use of golf carts provides their citizens an alternative mode of transportation, will be beneficial to the environment, and less costly for owners of them to use and maintain rather than traditional motorized vehicles; and

WHEREAS, the City of Bellevue and City of Dayton’s legislative bodies have enacted ordinances and restrictions allowing for the use of golf carts in each city; and

WHEREAS, the Cities have determined that it would be in their respective best interest to allow the use of golf carts as an option for transportation for travelers to, from, and through each jurisdiction entering into this Interlocal Agreement.

NOW, THEREFORE, the Cities hereby agree as follows:

1.0 **Definitions**

As used herein, the following words, abbreviations and phrases have the meanings provided for them:

“Interlocal Agreement” means this Interlocal Cooperation Agreement.

“Administrator” means the City Administrators of Bellevue and Dayton, Kentucky.

“Cities” means the cities that are parties to this Interlocal Agreement.

“Golf cart” means as defined by KRS 189.286(1)(A).

2.0 Purpose of this Interlocal Agreement

The purpose of this Agreement is:

2.1 To allow the drivers of golf carts in the Cities to be subject to this Interlocal Agreement and allow these drivers to travel into and between the jurisdictions of the parties to this Interlocal Agreement.

2.2 To promote the use of golf carts as an alternative for transportation.

3.0 Administrator Responsible for the Cooperative Undertaking

3.1 Pursuant to KRS 65.250(2)(a), the administrators responsible for the cooperative undertaking herein shall be the respective City Administrator for Bellevue and Dayton.

3.2 Pursuant to KRS 65.250(2)(b), the manner of acquiring, holding, and disposing of real and personal property used in the cooperative undertaking shall be pursuant to the provisions of KRS 45A.425, except that the Administrator shall have the authority the same as a “local public agency” to dispose of surplus or excess property, if any.

4.0 Effective Period of this Interlocal Agreement

4.1 This Interlocal Agreement shall be effective after it has been approved by the Department of Local Government pursuant to KRS 65.260(3), and each City that is a party to the Interlocal Agreement has approved and executed the Interlocal Agreement. This Agreement shall continue in effect until terminated pursuant to the provisions hereof or by operation of law.

5.0 Requirements for this Interlocal Agreement

5.1 Each City that is a party to this Interlocal Agreement shall have approved the use of golf carts in its jurisdiction per KRS 189.286.

5.1 Each City that is a party to this Interlocal Agreement reserves the right to establish its own traffic rules and regulations for the use of golf carts on city streets.

5.3 Each City is responsible for its own costs related to enforcement of its golf-cart ordinance provisions.

5.4 The Administrator may request the sharing of costs, if any, for any jointly mutual beneficial expenditures necessary to effectuate this Interlocal Agreement, and each City agrees to act in good faith in paying for its share of costs.

6.0 **Unilateral Withdrawal**

6.1 Any City may withdraw from this Interlocal Agreement by providing 90 days of written Notice to Withdraw. In the event of such a withdrawal, the assets, if any, shall be divided between the Cities in proportion to their financial contributions made under this Interlocal Agreement.

7.0 **Mutual Termination.**

7.1 By mutual agreement, the Cities may terminate this Agreement by providing a written Notice to Terminate to each other and assets, if any, shall be divided equally.

8.0 **Dispute Resolution.**

8.1 Each of the Cities agrees to resolve disputes as follows: first, make a good-faith effort to negotiate disputes; second, participate in mediation; and third, litigation. Venue shall be in Campbell County, Kentucky.

9.0 **Governing Law**

9.1 This Interlocal Agreement and all of the transactions contemplated thereby shall be governed, construed, and enforced in conformity with the laws of the Commonwealth of Kentucky.

10.0 **Severability**

10.1 In the event that any provision of this Interlocal Agreement is judicially determined to be invalid or unenforceable, such a determination shall not affect the validity or enforceability of any other provision thereof; and such other provisions shall remain in full force and effect as long as they remain valid and enforceable in the absence of those provisions determined to be invalid.

11.0 **Waiver**

11.1 In the event that any party to this Interlocal Agreement waives any term or provision of this Agreement, that waiver shall only be effective for the specific instance and specific purpose for which that waiver was provided. If either of the Cities fails to exercise or delays exercising any of its rights or remedies pursuant to the provisions of this Amended Agreement, they retain the right to enforce that term or provision at a later time.

12.0 **Counterparts**

12.1 This Interlocal Agreement may be executed in several counterparts, each constituting a duplicate original, with all such counterparts constituting one and the same Agreement.

13.0 **Entire Agreement**

13.1 This Interlocal Agreement constitutes the entire agreement of the parties in regard to the subject thereof.

14.0 **Insurance**

14.1 Each City shall maintain in full force and effect throughout the term of this Interlocal Agreement, insurance coverage as follows: General Liability--combined single limits of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Insurance shall include comprehensive broad-form coverage, including general errors and omissions for each employee and/or volunteer. Insurance policies and certificates of insurance shall be provided to the cities upon request.

15. **No Third-Party Beneficiary**

15.1 The Cities entering into this Interlocal Agreement retain any and all immunities and defenses from civil claims available to them under state and federal laws. No party to this Interlocal Agreement makes any warranty or representation of traffic-control management or services to the general public, and the promises and commitments contained herein shall be deemed made and extend solely to the parties to this Interlocal Agreement only and not to any third-party beneficiary whatsoever.

15.2 No private cause of action shall be created by this Interlocal Agreement.

16. **Non-Assignment**

16.1 The rights, benefits, obligations, and duties under this Agreement inure solely to the parties hereto, and no party may assign or transfer any right, obligation, benefits, or duties to any third-party entity or person without first obtaining the written consent of the remaining parties to this Interlocal Agreement.

17.0 **Amendment.**

17.1 This Interlocal Agreement may only be again amended by a written amendment approved by all of the parties to this Interlocal Agreement; and any such amendment shall be subject to the requirements of the Interlocal Cooperation Act in KRS Chapter 65.

IN WITNESS WHEREOF, the Mayors of the Cities of Bellevue and Dayton, Kentucky, have subscribed their respective signatures to this Interlocal Agreement in their official capacities pursuant to the approval of their respective City legislative bodies.

DATE: _____

By: _____
CHARLIE CLEVES, Mayor
CITY OF BELLEVUE, KENTUCKY

DATE: _____

By _____
BEN BAKER, Mayor
CITY OF DAYTON, KENTUCKY

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2023-17R**

**AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DAYTON, KENTUCKY, APPOINTING ANDREW ASHCRAFT AS AN
ALTERNATE MEMBER OF THE CODE ENFORCEMENT BOARD.**

WHEREAS, the City of Dayton, Kentucky, has created a Code Enforcement Board pursuant to KRS 65.8801 et seq.; and

WHEREAS, the City of Dayton has adopted a Code Enforcement Ordinance that has been codified at of Section 38.01 through Section 38.15 the Dayton Code of Ordinances (“Code”).

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY THAT:

Andrew Ashcraft is appointed as an alternate member of the Code Enforcement Board to a term that will expire on December 31, 2027. In the event that another Board member is unable to attend or otherwise participate in a Code Enforcement Board meeting, Mr. Ashcraft will serve as substitute for that Board member with all of the powers and authority conferred upon that position by KRS 65.8801 and Section 38.01 through Section 38.15 of the Code.

That this Order-Resolution shall become effective immediately upon approval by the City Council of the City of Dayton, Kentucky.

AND IT IS SO RESOLVED. Passed and approved by the City Council of the City of Dayton, Kentucky, on this 18th day of April 2023.

This Resolution shall be maintained and indexed in the Official Resolution and Order Book by the City Clerk/Treasurer.

MAYOR BENJAMIN BAKER

ATTEST:

TRISTIAN KLEIN
CITY CLERK/TREASURER