

**CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2024#5**

**AN ORDINANCE AMENDING SECTIONS 96.15, 96.16, 96.17, 96.18, 96.19, AND 96.99 OF TITLE IX, GENERAL REGULATIONS OF THE CITY OF DAYTON CODE OF ORDINANCES DEALING WITH SIDEWALK MAINTENANCE IN THE CITY, INCLUDING ENFORCEMENT PROVISIONS AND PENALTIES FOR FAILURE TO MAINTAIN SIDEWALKS.**

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

Sections 96.15, 96.16, 96.17, 96.18, 96.19, and 96.99 of Title IX, General Regulations, of the City of Dayton Code of Ordinances, are hereby repealed in their entirety and replaced as follows:

**SIDEWALK MAINTENANCE**

**§ 96.15 DUTY OF PROPERTY OWNER TO MAINTAIN ABUTTING SIDEWALKS AND CURBS.**

(A) Every person who owns real estate in the City of Dayton (“City”) with a public sidewalk that abuts the property (“sidewalks”) has a duty to maintain these sidewalks in good condition and free from defects, at his, her, or its own expense.

(B) Property owners are responsible for repairing all holes, uneven surfaces, and other defects in or on sidewalks by using the same or similar materials as those used when the sidewalk was originally constructed.

(C) Property owners shall keep the sidewalks and adjacent street curbs (“curbs”) free from soil, grass, weeds, plants, trash, debris, and other objects that may obstruct or cover the sidewalks and/or curbs. Property owners shall also cut or maintain the “tree lawn” or “road verge” locate between the sidewalks and curbs and keep these areas free from weeds, trash, and debris.

(D) If a property owner fails to maintain sidewalks abutting their property or the curbs adjacent to the sidewalks so as to create a public nuisance, the City may abate this nuisance, including replacing or repairing the sidewalks, pursuant to KRS 65.8840 and/or City ordinances, and may place a lien on the property to recover the costs associated with such work.

(E) The City shall adopt a Sidewalk Maintenance Policy (“Policy”) to provide further guidance to property owners regarding the maintenance, repair, and replacement of sidewalks in the City and maintenance of curbs and this policy is incorporated by reference into this Ordinance, including future amendments to this Policy.

**§ 96.16 NOTICES AND CITATIONS, ENFORCEMENT ACTIONS, HEARINGS, AND APPEALS.**

(A) Whenever an official with the City Code Enforcement Department ascertains that defects or obstructions exist on a sidewalk abutting a private property or that the conditions of the sidewalks or curbs constitute a public nuisance, as outlined in Section 96.15 above, he or she shall notify the property owner, in writing, of such condition in the form of a Notice of Violation (“Notice”) and/or Citation, and shall direct the property owner to address these defects,

obstructions, or other nuisance issues at his or her expense within the time period set forth in such Notice or Citation.

(B) All Notices and Citations, enforcement actions, hearings, and appeals under this Subchapter shall be governed by Chapter 38, Code Enforcement Board, of the Dayton Code of Ordinances

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**§ 96.99 CIVIL PENALTIES.**

(A) Any person, firm, corporation, or titled owner who violates a provision of this ordinance shall be subject to a civil fine of not less than \$100 per day, per violation, but not more than \$500 per day per violation, or the cost to the City of Dayton to abate the violation, or both. Each date that a violation of this ordinance continues after due notice has been served pursuant to provisions of this Subchapter of the City of Dayton Code of Ordinances (“the Code”) shall be deemed a separate offense, up to a maximum of \$5,000 per citation.

(B) As an additional alternative remedy to the above-referenced penalty, any person who has been previously issued two or more citations for Code violations related to the same property within a 12-month period may be assessed additional civil penalties of \$500 per day per violation up to a maximum of \$10,000 per citation.

(C) The City of Dayton shall possess a lien on this property for all fines, penalties, charges, attorney’s fees, and other reasonable costs associated with enforcing this Subchapter and/or placing of a lien on the parcel of real property subject to the provisions of this Subchapter. The lien shall be superior to and have priority over all other subsequently filed liens, except state, county, school board, and city taxes. Pursuant to KRS 65.8834, the City may elect to include the amount of any unpaid lien that has been recorded pursuant to KRS 65.8835 on any City property tax bill for the property.

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

First Reading: \_\_\_\_\_, 2024

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
MAYOR BEN BAKER

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2024-6**

**AN ORDINANCE AMENDING SECTION 32.21 OF THE DAYTON  
CODE OF ORDINANCES TO CHANGE THE DATES OF CITY  
COUNCIL MEETINGS.**

**WHEREAS**, Dayton City Council previously scheduled its regular meetings on the first and third Tuesdays of the month;

**WHEREAS**, these meeting dates are inconvenient for end-of-the-month reports from department directors and sometimes conflict with federal holidays;

**WHEREAS**, the Dayton City Council now wishes to change the dates of its meetings to the second and fourth Tuesdays of the month, which should become effective in July 2024 after two readings of this ordinance; and

**WHEREAS**, KRS Chapter 83A requires cities to fix the times and places of the city's regular meetings by ordinance.

**NOW, THEREFORE**, THE DAYTON CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Chapter 32 of the City of Dayton Code of Ordinances, titled "City Council," is hereby amended as follows, with words being deleted being ~~lined through~~ and words being added underlined:

**ARTICLE III: ADMINISTRATION  
CHAPTER 32: CITY COUNCIL  
SECTION 32.21 MEETINGS**

**CHAPTER 110: CITY COUNCIL**

\* \* \*

**§ 32.21 MEETINGS.**

(A) Regular meetings of the Council shall be held on the ~~first~~ second and ~~third~~ fourth Tuesdays of each and every month, with the time of commencement of the meetings to be at 7:00 p.m., prevailing local time. If the regularly scheduled meeting should occur on a holiday, then the meeting shall be held on the next succeeding workday at the time stated herein. Meetings shall be held at the Dayton Community and Meeting Center, 625 Second Avenue, Dayton, Kentucky. The Council may, from time to time and for reasons of emergency, access or for any other reason, designate by order, resolution or motion, a change of venue with adequate notice to the public.

(B) Special meetings of the Council may be called by the Mayor or upon written request of a majority of the Council. In the call, the Mayor or Council shall designate the purpose, time, and

place of the special meeting with sufficient notice for the attendance of Council members and for compliance with KRS Chapter 61.

(C) At a special meeting, no business may be considered other than that set forth in the designation of purpose.

(D) The minutes of every meeting shall be signed by the City Clerk/Treasurer and by the officer presiding at the meeting.

First Reading: May 21, 2024

Second Reading:

CITY OF DAYTON, KENTUCKY

By: \_\_\_\_\_

Mayor Ben Baker

ATTEST:

\_\_\_\_\_  
Tristan Klein, City Clerk

**CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2024#7**

**AN ORDINANCE ADOPTING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2024, THROUGH JUNE 30, 2025, AND ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE CITY TO THE FULL EXTENT AUTHORIZED BY KRS 82.082 AND INTERPRETATIVE CASE LAW.**

**WHEREAS**, a proposed annual operating budget has been prepared and delivered to the City Council of the City of Dayton, Kentucky; and,

**WHEREAS**, the City Council, having reviewed and discussed the proposed budget, desires to adopt it for Fiscal Year 2024.

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

1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit 1, which is attached and made by reference a part hereof, is hereby adopted.
2. All encumbrances outstanding on June 30, 2024, for goods not yet provided or services not yet rendered are hereby reappropriated to conform with generally accepted accounting principles for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025.
3. The balance of all capital construction, renovation, improvement projects and grants currently approved and/or nearing completion are hereby approved for reappropriation and carry over for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025.
4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.
5. All prior Municipal Order/Resolutions and/or or Ordinances or parts of any thereof that are in conflict with this Ordinance are hereby repealed.
6. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on May 21, 2024, and given final reading on June 4, 2024, and this Ordinance shall be in full force and effect upon signature, recordation, and publication in summary pursuant to KRS Chapter 424.

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

First Reading: May 21, 2024

Second Reading: June 4, 2024

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MAYOR BEN BAKER

ATTEST:

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TRISTAN KLEIN  
CITY CLERK/TREASURER

CITY OF DAYTON, KENTUCKY

ORDINANCE NO. 2024-8

AN ORDINANCE AMENDING SECTION 33.01 AND 33.02 OF THE DAYTON CODE OF ORDINANCES TO REFLECT THAT FIRE AND EMS SERVICES ARE PROVIDED IN THE CITY OF DAYTON BY THE FIRE DEPARTMENT OF BELLEVUE-DAYTON, L.L.C., UNDER THE TERMS AND CONDITIONS SET FORTH IN AN INTERLOCAL AGREEMENT ENTERED BETWEEN THE CITIES OF DAYTON AND BELLEVUE, KENTUCKY, AND APPROVED BY THE COMMONWEALTH OF KENTUCKY.

WHEREAS, the City of Dayton, Ky. (“City”), and the City of Bellevue, Ky., jointly operate a fire department that provides Fire/EMS services in both jurisdictions through the Bellevue/Dayton Fire Department, L.L.C. (“the Company”), which was approved by an Interlocal Agreement between these cities on September 30, 2001

WHEREAS, the City wishes to clarify this arrangement by amending Section 33.01 and Section 33.02 of the Dayton, Kentucky, Code of Ordinances (“Code”).

NOW, THEREFORE, THE DAYTON CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Chapter 33 of the City of Dayton Code of Ordinances, titled “City Council,” is hereby amended as follows, with words being deleted being ~~lined through~~ and words being added underlined:

ARTICLE III: ADMINISTRATION  
CHAPTER 33: POLICE AND FIRE DEPARTMENTS  
FIRE DEPARTMENT

**§ 33.01 ESTABLISHMENT; INTERLOCAL AGREEMENT TO CREATE AND OPERATE THE FIRE DEPARTMENT OF BELLEVUE-DAYTON, L.L.C.**

~~—(A)—There is hereby created in and for the city, a Fire Department composed of a Fire Chief, an Assistant Fire Chief, and firefighters whose employment shall be subject the provisions of and whose compensation is fixed by the current job classification ordinance.~~

~~—(B)—The Fire Department and the members thereof shall perform such duties and be regulated by the current personnel regulations of the city and by the appropriate sections of KRS Chapter 95; however, KRS 95.761 through 95.785 shall have no application hereto.  
(Ord. 310.3, passed 1-15-74)~~

**§ 33.02 FIRE CHIEF; ASSISTANT CHIEF.**

~~—(A)—The city hereby establishes the office of Fire Chief. The Fire Chief shall be appointed by the Mayor with approval of City Council and may be removed by the Mayor at will.~~

~~—(1)—The duties of the Fire Chief shall be those set forth in the current job classification system adopted by the city.~~

~~—(2)—Compensation shall be in the amount as established by the City Council by ordinance.~~

- ~~—(3) The Fire Chief shall have all powers of a citation officer as described in KRS 83A.087.~~
- ~~—(4) No person shall be appointed or act as the Fire Chief unless such person has taken the oath required by Section 228 of the Constitution of the Commonwealth of Kentucky and has provided bond, if required, with corporate surety authorized to transact business in Kentucky and conditioned upon the performance of the duties specified herein.~~
- ~~—(B) The city hereby establishes the office of Assistant Fire Chief, who shall be appointed by the Mayor with approval of City Council and who may be removed by the Mayor at will.~~
- ~~—(1) The duties of the Assistant Fire Chief shall be those set forth in the current job classification system adopted by the city.~~
- ~~—(2) Compensation shall be in the amount as established by the City Council by ordinance.~~
- (A) On September 30, 2001, the cities of Dayton and Bellevue, Kentucky (“the Cities”), entered into an Interlocal Agreement titled “Operating Agreement of Fire Department of Bellevue-Dayton, L.L.C.” (“Interlocal Agreement”), which was approved by the Commonwealth of Kentucky on December 18, 2001, pursuant to the Interlocal Cooperation Act, KRS 65.210 to 65.300.
- (B) The Interlocal Agreement sets forth the terms and conditions for providing Fire/EMS Services and other services in the Cities, including but not limited to Company Management; Contributions to Capital; Allocations and Distributions; Dissolution of the Company; Company Board, Chair, and Company Manager; and Terms of Existence.
- (C) The City of Dayton has operated and shall continue to operate the Company in accordance with the terms and conditions of this Interlocal Agreement, a copy of which is attached hereto and made by reference a part hereof as Exhibit “A”.

First Reading: May 21, 2024

Second Reading:

CITY OF DAYTON, KENTUCKY

By: \_\_\_\_\_  
Mayor Ben Baker

ATTEST:

\_\_\_\_\_  
Tristan Klein, City Clerk



**EXHIBIT "A"**

**OPERATING AGREEMENT  
OF  
FIRE DEPARTMENT OF BELLEVUE-DAYTON, L.L.C.**

This Operating Agreement dated September 30, 2001, is by and between the CITIES OF BELLEVUE AND DAYTON in Campbell County, Kentucky, as members of the Bellevue/Dayton Fire Department, L.L.C., a Kentucky Limited Liability Company (hereinafter identified and referred to as the “**Company**”); and is pursuant to the authority of the Interlocal Cooperation Act at KRS 65.210 to 65.300.

**Article 1.0 – Formation**

- 1.1 Organization** – The parties hereto hereby organize this limited liability Company pursuant to the provisions of the Kentucky Limited Liability Company Act at KRS Chapter 275 (hereinafter identified and referred to as the “**Act**”).
- 1.2 Intent** – It is the intent of the parties to this Operating Agreement that the company shall always be operated in a manner consistent with the authority of the Interlocal Cooperation Act at KRS 65.210 to 65.300 and all other applicable local, state and federal laws.
- 1.3 Agreement** – For and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties executing this Agreement hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms.
- 1.4 Name of Company** – The name of the Company is the Fire Department of Bellevue-Dayton, L.L.C., and all business of the Company shall be conducted in that name. The Company shall be dissolved, and its affairs concluded, in accordance with the Act and this Operating Agreement on July 1, 2021, unless the period of the Company existence shall be extended by amendment to this Operating Agreement and the Articles of Organization, or unless the Company is dissolved and its affairs concluded in accordance with the Act or this Operating Agreement.

- 1.5 Principal Executive Office** – The principal executive office of the Company shall be at 514 Sixth Avenue, Dayton, Kentucky 41074.
- 1.6 Registered Agent and Office** – The registered agent for service of process and the registered office of the Company shall be the Fire Chief. The Members of the Company may, from time to time, change the registered agent or office of the Company through appropriate filings with the Secretary of State of the Commonwealth of Kentucky.
- 1.7 Company Business** – The object and purpose of the Company and general nature of the business it proposes to transact shall be limited to providing Fire/EMS Services and other services deemed necessary by the partner members of the company for the Cities of Bellevue and Dayton, as the agent of the Cities of Bellevue and Dayton therefore. The Company may provide mutual aid with other communities and jointly cooperate on regional issues.
- 1.8 Company Members** – The names and addresses of each of the members of this Company are as follows:

<u>Name</u>	<u>Address</u>
City of Bellevue	616 Poplar Avenue, Bellevue, KY 41073
City of Dayton	514 Sixth Avenue, Dayton, KY 41074

## **Article 2.0 – Company Management**

- 2.1 Management of the Company** - is hereby vested in the Fire Chief, who needs not be a member of the Company or a natural person, and is hereinafter identified and referred to as the “Fire Chief”.
- 2.2 Fire Department of Bellevue-Dayton Company Board** – The Mayor of each member of the Company shall appoint from the city councils and residents in their respective cities an equal number of members to the Board. The Board shall be composed of six (6) members, four of whom shall be elected officials, two of whom shall be citizen volunteers. The Board will serve a one-year term beginning January 1 of each year, with no term limitations. The City Administrators of the member Cities will serve in an advisory capacity to the Board.
- 2.3 Chair of Board** – The Chair of the Board must be an elected official from the company members. The Chair will serve a one-year term, beginning January 1

of each year, with no term limitations. The Board will determine the selection of the Chair. The Chair will have all rights as regular Board members. The Chair will call, organize, and conduct all regular and special meetings. The Chair will work in conjunction with the company manager to implement the policies and procedures adopted by the Board. The Chair will be responsible for overseeing and reporting the financial status of the company to the Board and company members.

**2.4 Manager Appointment** – The Fire Chief, and all contracts for the services thereof, shall be agreed upon by the Mayor of each member of the Company and a majority of the Board.

**2.5 Manager's Authority** – The Fire Chief, shall be responsible for the ordinary daily operations and decisions of the Company, and the Fire Chief shall have all of the authority necessary therefore, subject to the following limitations:

- A. No funds of the Company shall be disbursed otherwise than in conformity with an annual budget for the Company, which is developed and presented to the Board by the Manager and approved by a majority of the Board. No funds shall be disbursed until the members of the company approve their annual contributions.
- B. Without the approval of the Board the Company shall not enter into any written agreements and no property of the Company shall be conveyed, transferred or delivered to anybody else. Contracts exceeding the value of \$10,000 shall have additional approval of the Mayors of the Company members.
- C. The Board will develop and approve all operating policies and procedures for the company.
- D. The Board will develop and approve a positions classification plan to include, but not limited to, positions available for hire, current approved salary for position and salary range for position.

**2.6 Removal of Manager** – The removal of the Fire Chief of the Company shall always be subject to the approval of a majority of the Board in accordance with the policies and procedures of the Company.

**2.7 Limitation of Liability** – The liability of each member of the Company for debts and obligations for the Company shall be limited according to the provisions of KRS 275 150 and other applicable law. The Board is required to

maintain proper liability insurance coverage on the Board, Employees, Equipment and the Company.

- 2.8 Priority and Return of Capital** – No member shall have priority over the other member with respect to the return of capital contributions or to profits, losses, or distributions, all of which shall be equally divided among the members.
- 2.9 Special Meetings** – Either member of the Company may schedule a special meeting of the members thereof, by causing a written notice thereof to be mailed to the other member by Certified Mail, Return Receipt Requested.

### **Article 3.0 – Contributions to Capital**

Each member shall and hereby agrees to contribute all current equipment used in the delivery of Fire/EMS services in their respective cities and an initial sum of \$535,000 as a cash contribution to the Company for operating cost of the Fire Department of Bellevue-Dayton, L.L.C. Each fiscal year the members agree to contribute a cash amount agreed upon by the members for operating purposes of the Company. The Fire Department of Bellevue-Dayton, L.L.C. budget cycle will be a fiscal year budget of July 1 – June 30. The Board will approve an annual budget and present the budget and funding request to each member City Council by February 1 of each year. The Company members must notify the Company Board Chair by June 1 of their intent of funding. Funding will be due in quarterly payments on the first day of the months of July, October, January and April. If the members do not approve the proposed annual contribution by July 1 of the fiscal year the previous fiscal years contribution will be the legal contribution until the member City Councils approve a new yearly contribution.

The Board is required to have an annual audit completed by a Certified Public Accountant and reported to the members City Council by January 1 of each year.

### **Article 4.0 – Allocations and Distributions**

- 4.1** All expenditures, excess revenues and losses of the Company shall be equally divided between the members of the Company.

- 4.2 The company may maintain reserves up to, but not exceeding, 25% of the annual operating budget.

#### **Article 5.0 – Dissolution of the Company**

- 5.1 **Events of Dissolution** – The Company shall be dissolved and its affairs concluded upon the first occurrence of any of the following events:
- A. The expiration of the term of the Company indicated in the Articles of Organization thereof; or
  - B. The entry of a Decree of Judicial Dissolution pursuant to KRS 275.290; or
  - C. The filing of a Certificate of Dissolution by the Secretary of State pursuant to KRS 275.295; or
  - D. The approval thereof by municipal order of either legislative body of each of the members of the Company. A minimum of six (6) months notice to the other Company member must be given in writing by Certified Mail, Return Receipt Requested, as to their intent to dissolve the Company or remove themselves as a member of the Company.
  - E. Once notified of any of the above events of dissolution the company will continue to operate and provide service to all company members until the company is completely dissolved and the process of Winding Up is complete.
- 5.2 **Continued Existence for Purposes of Winding Up** – If any subsection of Section 5.1 of this Article is enacted the Company can continue solely for the purpose of winding up its affairs in accordance with the Act.
- 5.3 **Procedure Upon Liquidation** – Upon the dissolution of the Company, the members shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 5.4 hereof.
- A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon completion of the liquidation of the Company and distribution of the proceeds, the Members shall file articles of dissolution with the Secretary of State's Office in and for the Commonwealth of Kentucky.

**Article 5.1 – Fire Department of Bellevue-Dayton Company Board and Chair**

The Mayor of each member of the Company shall appoint from the city councils and residents in their respective cities an equal number of members of a Board. The Board shall be composed of six (6) members, four of whom shall be elected officials, two of whom shall be citizen volunteers. The Board will serve a one-year term beginning January 1 of each year, with no term limitations. The Board will be responsible for developing and approving the policies and procedures and approving the budget of the Company. The City Administrators of the member Cities will serve in an advisory capacity to the Board.

**Article 5.2 - Chair of Board**

The Chair of the Board must be an elected official from the company members. The Chair will serve a one-year term, beginning January 1 of each year, with no term limitations. The Board will determine the selection of the Chair. The Chair will have all rights as regular Board members. The Chair will call, organize, and conduct all regular and special meetings. The Chair will work in conjunction with the company manager to implement the policies and procedures adopted by the Board. The Chair will be responsible for overseeing and reporting the financial status of the company to the Board and company members.

**Article 5.3 – Company Manager**

The company Manager shall be the Fire Chief. The appointment, duties and removal of the manager shall be in accordance with the company members Interlocal Agreement forming the Company.

**Article 6.0 – Terms of Existence**

The company shall be dissolved, and its affairs concluded, in accordance with the Act and this Operating Agreement on June 30, 2021, unless the period of the company existence shall be extended by amendment to this Operating Agreement and the Articles of Organization, or unless the company is dissolved and its affairs concluded in accordance with the Act or this Operating Agreement.

**5.4 Process of Liquidation** – The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivable of the Company, and the assets distributed in kind shall all be distributed in the following order of priority.

- A. First, to payment of debts and liabilities of the Company which are properly due and owing;
- B. Second, to the settling up of reserves to disburse the reserves in payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period; and
- C. Third, equally to the Members of the Company in respect to General Accepted Accounting Procedures.
- D. Notwithstanding the above, it is expressly understood that any and all real estate owned, prior to the effective date of this agreement, by a member city shall be returned and transferred back to that member city. The value of the real estate being returned to the member city will not be used in the calculation of determining equal asset distribution.

**5.5 Winding Up and Certification of Dissolution** – The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for the Commonwealth of Kentucky for filing. The certificate of dissolution shall set forth the information required by KRS 275.315.

#### **Article 6.0 – Additional Provisions**

**6.1 Complete Agreement** – This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization supersede all prior



written and oral statements or agreements and no representation, statement or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

- 6.2 Governing Law** – This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.
- 6.3 Terms** – Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identify of the person or persons, firm, or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.
- 6.4 Headings** – All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.
- 6.5 Severability** – Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.
- 6.6 Amendments** – This Agreement shall be amended or modified from time to time only by a written instrument adopted; approved and executed by both of the members of the Company.
- 6.7 Heirs, Successors and Assigns** – Each and all of the covenants, terms, provisions, and agreements herein shall be binding upon and inure to the benefit of the parties hereto and, the extent permitted by this Agreement, their legal representatives, successors, and assigns.
- 6.8 Execution of Additional Instruments** – Each member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.
- 6.9 Waiver** – The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of any original violation.


**6.10 Mediation** – If any claim, dispute or other matter arises regarding the relations or transactions between company members they agree to submit the issues to mediation. The mediation fee, if any, shall be shared equally.

**6.11 Rights and Remedies Cumulative** – The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any of the rights the parties may have by law, state, ordinance, to otherwise.

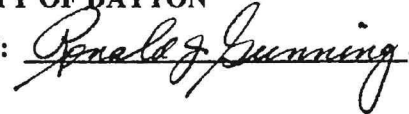
**6.12 Creditors** – None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

**IN WITNESS WHEREOF**, this Operating Agreement has been signed on behalf of the Cities of Bellevue and Dayton, by their respective Mayors, pursuant to the authorization of their respective legislative bodies.

**CITY OF BELLEVUE**

BY: , MAYOR

**CITY OF DAYTON**

BY: , MAYOR

Pursuant to the requirements of KRS 65.270, this Agreement between the Cities of Bellevue and Dayton, in Campbell County, Kentucky, is hereby approved.

**KENTUCKY DEPARTMENT OF LOCAL  
GOVERNMENT**

BY:   
JODY A. LASSITER, Commissioner

**ARTICLES OF ORGANIZATION  
OF  
THE FIRE DEPARTMENT OF BELLEVUE-DAYTON, L.L.C.**

The undersigned, John Meyer, as Mayor of the City of Bellevue, and Ronald Gunning, as Mayor of the City of Dayton, hereby form and organize a Not-for-Profit Limited Liability Company pursuant to the Kentucky Limited Liability Act at KRS Chapter 275, and they adopt the following Articles of Organization therefore:

**Article 1.0 – Name**

The Limited Liability Company organized and formed is hereby named “The Fire Department of Bellevue-Dayton, LLC”.

**Article 2.0 – Initial Registered Office and Agent**

The initial registered office of the Fire Department of Bellevue-Dayton, LLC, and the name of its initial registered agent at that office is The Fire Department of Bellevue-Dayton Fire Chief.

**Article 3.0 – Initial Principal Office**

The mailing address of the initial principal office of The Fire Department of Bellevue-Dayton, LLC, is 514 Sixth Avenue, Dayton, Kentucky 41074.

**Article 4.0 – Business**

The business of The Fire Department of Bellevue-Dayton, LLC, shall be limited to the joint implementation of Fire/EMS Services in the Cities of Bellevue and Dayton, Kentucky. The Company may provide mutual aid with other communities and jointly cooperate on regional issues.

**Article 5.0 – Management**

Management of the company is hereby vested in the Company Board.

IN WITNESS WHEREOF, the undersigned have subscribed their signatures to these Articles of Organization on the 3 day of DEC 2001.

John Meyer, MAYOR  
CITY OF BELLEVUE

Ronald J. Gunning, MAYOR  
CITY OF DAYTON

**COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL**

SUBSCRIBED AND SWORN to before me by John Meyer, as Mayor of the City of Bellevue, this 3 day of Dec 2001.

Ricky A. Sears  
NOTARY PUBLIC

Kentucky, State at Large

Commission Expires: 2-24-03

**COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL**

SUBSCRIBED AND SWORN to before me by Ronald J. Gunning, as Mayor of the City of Dayton, this 3rd day of December, 2001

Donna Legro  
NOTARY PUBLIC

Kentucky, State at Large

Commission Expires: 3/12/05

Pursuant to the requirements of KS 65.270, this Agreement between the Cities of Bellevue and Dayton, in Campbell County, Kentucky, is hereby approved.

KENTUCKY DEPARTMENT FOR  
LOCAL GOVERNMENT

BY: [Signature]



# Office of the Governor

Jody A. Lassiter, Commissioner

## Facsimile Transmittal

To: Hon. Daryl Dunagan  
Kentucky Finance Cabinet  
Fax: 564-2124  
Telephone:

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From: *RJH*  
Richard J. Ornstein, Attorney  
Date: May 1, 2002

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Re: Bellevue-Dayton Agreement  
Pages: 13, including coversheet

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CC:

Urgent       For Review       Please Comment       Please Reply       Please Recycle

Notes: Attached, please find the Bellevue-Dayton Fire Department Operating Interlocal Cooperation Agreement. This may be the agreement already in your possession. If you have any further questions, or if I may be of additional assistance, please do not hesitate to contact me at 573-2382.

Office of the General Counsel  
1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601

Toll Free Telephone: (800) 346-5606  
Fax: (502) 573-2939  
Website: [www.kylocalgov.com](http://www.kylocalgov.com)





NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT  
22 SPIRAL DRIVE / FLORENCE, KENTUCKY 41042  
PHONE (859) 283-1885 / FAX (859) 283-8178 / TDD (859) 282-2707  
www.nkadd.org

John Mays, Executive Director

December 10, 2001

Department For Local Government  
Richard Ornstein  
1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601

Mr. Ornstein:

Enclosed is the Interlocal Agreement between the Cities of Bellevue and Dayton located in Campbell County Kentucky. This agreement relates to the merger of their two fire departments, forming a Limited Liability Corporation to provide fire protection for the two above-mentioned cities. We are seeking approval of the Interlocal Agreement. If you have any questions, or need additional information, please do not hesitate to contact me at (859) 283-1885. Thank you for your time and efforts in regards to this agreement.

Respectfully

Brian Dehner  
Public Administration Specialist





PAUL E. PATTON  
GOVERNOR

COMMONWEALTH OF KENTUCKY  
OFFICE OF THE GOVERNOR  
DEPARTMENT FOR LOCAL GOVERNMENT  
1024 CAPITAL CENTER DRIVE, SUITE 340  
FRANKFORT, KENTUCKY 40601-8204  
(502) 573-2382



JODY A. LASSITER  
COMMISSIONER

December 18, 2001

Mr. Brian Dehner  
Public Administration Specialist  
Northern Kentucky Area Development District  
22 Spiral Drive  
Florence, Kentucky 41042

RE: Bellevue/Dayton Interlocal Cooperation Agreement

Dear Mr. Dehner:

Enclosed, please find the original of the above-executed agreement. The Department has retained a copy of the agreement. This agreement must be filed with the Campbell County Clerk and the Secretary of State to have force of law, as per KRS §65.290. If you have any questions or comments, please contact me at (800) 346-5606.

Sincerely,

Richard J. Ornstein  
Attorney

Enclosure

01-061ICA Bellevue-Dayton ICA Corr.

TDD (800) 247-2510  
TOLL FREE (800) 346-5606



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FAX: (502) 573-2512  
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CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2024-7R

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MUNICIPAL AID CO-OP PROGRAM CONTRACT BETWEEN THE CITY OF DAYTON, KENTUCKY, AND THE COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF RURAL AND MUNICIPAL AID FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AS PROVIDED IN THE KENTUCKY REVISED STATUTES, AND ACCEPTING ALL STREETS REFERRED TO THEREIN AS BEING STREETS WHICH ARE A PART OF THE INCORPORATED CITY.

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

The Dayton City Council (“City Council”) does hereby accept all streets referred to in the attached Contract as being city streets, which are a part of the City of Dayton, Kentucky (“City”); and

The City Council does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract and does hereby accept the Contract, and by such acceptance, agrees to all the terms and conditions therein stated; and

The City Council hereby authorizes and directs the Mayor of Dayton to sign said Contract, a copy of which is attached as an exhibit to the Order/Resolution, and the Dayton Clerk is hereby authorized and directed to certify thereto.

SO ORDERED and approved by the City Council of the City of Dayton, Kentucky, on this 21th day of May 2024.

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MAYOR BEN BAKER

ATTEST:

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TRISTIAN KLEIN  
CITY CLERK/TREASURER

COMMONWEALTH OF KENTUCKY :  
CITY OF DAYTON, KENTUCKY :

I, Tristian Klein, City Clerk for the City of Dayton, Kentucky, certify that the foregoing is a true copy of the Order/Resolution above. Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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DAYTON CITY CLERK

MUNICIPAL ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (“the Department”), and the Legislative Body of the Incorporated City of **DAYTON**, Kentucky (the “City”).

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose (“Municipal Road Aid Funds”), and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the “Cooperative Program”), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds. The City’s apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2024, this amount is **\$123,705.30** (the “Apportionment”). The above referenced estimate is based on the most recent available data and

is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2025.

3. Distribution of Municipal Road Aid Funds. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows:

a. First Distribution. The Department shall initially distribute to the City sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$71,996.00**.

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the City, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may

disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of Municipal Road Aid Funds. The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

7. Rights of Way. The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unpaid portion of the Apportionment from the Finance and Administration Cabinet.

11. Access to Records. The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

INCORPORATED CITY OF **City**

BY: \_\_\_\_\_  
Chief Executive Officer (Mayor)

Date: \_\_\_\_\_

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**(For Kentucky Transportation Cabinet use only)**

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_