

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-9**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
KENTUCKY, VACATING A PORTION OF KENTON STREET RIGHT OF WAY
PURSUANT TO KRS 82.405 (THE “ORDINANCE”).**

WHEREAS, KRS 82.405(1) provides a method for a municipality to vacate and close a public right-of-way or portion thereof; and

WHEREAS, at the request of MBCC Property Management (“MBCC”) and in furtherance of the City of Dayton Kentucky’s (the “City”) authorized economic development purposes, including the elimination of blight and the development of residential housing within the City, this City Council has determined that the public right-of-way comprising a portion of Kenton Street as further depicted and described on attached Exhibits A-1 and A-2 (the “Right-of-Way to be Vacated”) should be vacated and closed; and

WHEREAS, MBCC by virtue of its ownership of the real property located at 1023 7th Ave., Dayton, Kentucky 41074 and the City of Dayton (“City”) by virtue of its ownership as the owner of the portion of Kenton Street that is not being vacated have been identified as the only property owners in or abutting the Right-of-Way to be Vacated; and

WHEREAS, the written notice required under KRS 82.405(2)(b) of the proposed closing of the Right-of-Way to be Vacated was delivered to each of MBCC and the City as the only property owners in or abutting the Right-of-Way to be Vacated; and

WHEREAS, each of MBCC and the City have agreed to the closing of said Right-of-Way to be Vacated; and

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

SECTION I

That the City Council hereby makes the following findings of fact with respect to the Right-of-Way to be Vacated in accordance with KRS 82.405(2):

- (a) The City and MBCC have been identified as the only property owners in or abutting the Right-of-Way to be Vacated;
- (b) The written notice required under KRS 82.405(2)(b) was delivered to the City and MBCC as the only property owners in or abutting the Right-of-Way to be Vacated;
- (c) MBCC and the City as the only property owners in or abutting the portion of the Right-of-Way to be Vacated have given their written notarized consent to the closing (together, the “Consents”), attached hereto and incorporated by reference herein as Exhibits B-1 and B-2; and

- (d) That the vacation of the Right-of-Way to be Vacated and conveyance to the Developer will be in furtherance of the City's authorized economic development purposes, including the elimination of blight and the development of residential housing within the City.

SECTION II

That having made the above-referenced findings, the City Council hereby vacates the Right-of-Way to be Vacated and such Right-of-Way to be Vacated is deemed closed and vacated without further action pursuant to KRS 82.405(2). Also, pursuant to KRS 82.405(2), the City's Special Counsel is directed and authorized to record a copy of this Ordinance together with all of its attachments, including the Consents, map/plat, and legal description, with the Campbell County Clerk's office.

SECTION III

That once this Ordinance closing and vacating the Right-of-Way to be Vacated is recorded, the City shall convey the Right-of-Way to be Vacated to Developer, as required by law, so that the Right-of-Way to be Vacated may be developed in accordance with that certain Development Agreement entered between the Developer and City.

SECTION IV

That once this Ordinance closing and vacating this right-of-way is recorded, all plats and maps of the City of Dayton, Kentucky, including the official zoning map and all maps of the comprehensive plan of the City shall be considered amended to reflect the vacation.

SECTION V

The provisions of this Ordinance are severable; and the invalidity of any provision of this Ordinance shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect, so long as they remain valid in the absence of those provisions determined to be invalid.

SECTION VI

Subject to Section III of this Ordinance, this Ordinance shall be signed by the Mayor, attested by the City Clerk/Treasurer, and take effect and be in full force when passed, published, and recorded according to law. This Ordinance may be published in abbreviated form.

[Balance of page left intentionally blank; signatures follow below]

CITY OF DAYTON, KENTUCKY,
a Kentucky City of the Home Rule Class

By: _____
Ben Baker, Mayor

1st Reading - _____, 2024

2nd Reading - _____, 2024

Ayes: _____, Nays: _____, Abstain: _____

Published: _____, 2024

ATTEST:

Tristan Klein, City Clerk/Treasurer

EXHIBIT A-1

DEPICTION OF RIGHT-OF-WAY TO BE CLOSED

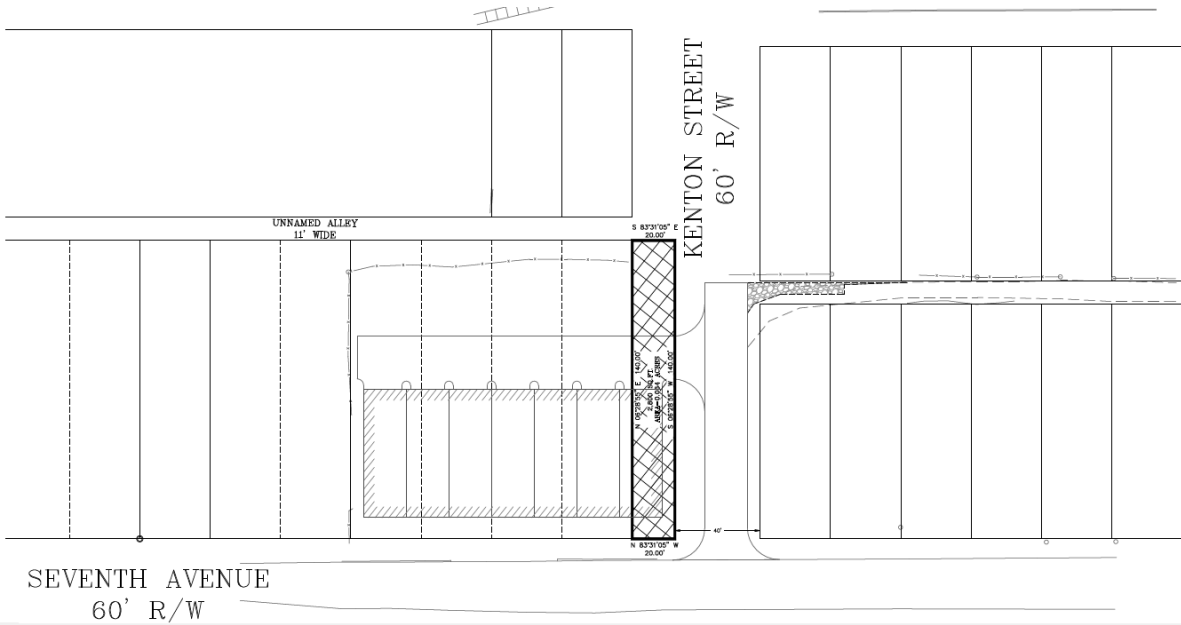


EXHIBIT A-2

LEGAL DESCRIPTION OF RIGHT-OF-WAY TO BE CLOSED

Right-of-Way - 0.064 Acres
Group
Kenton Street, Dayton, Kentucky

Situated in Campbell County, Kentucky, being part of Kenton Street as designated on the recorded plat of Jamestown, now part of the City of Dayton and being more particularly described as follows:

COMMENCING at a point being the northwest corner of Seventh Avenue and Kenton Street and the southeast corner of Lot Number One (1) in Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky and conveyed by deed to MBCC Property Management, LLC as recorded in Deed Book D827, Page 167 in the Office of the Clerk of Campbell County;

Thence with the easterly line of said Lot Number One (1) and said MBCC Property Management, LLC North 06°28'55" East, a distance of 140.00 feet to the northeast corner of said Lot.

Thence leaving said northeast corner for the next Three (3) courses and distances:

- South 83°31'05" East, a distance of 20.00 feet to a point;
- South 06°28'55" West, a distance of 140.00 feet to a point;
- North 83°31'05" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Said herein description contains 0.064 acres.

Being part of Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky. Said herein description being the result of a field survey by Cardinal Engineering Corporation. Bearings based on Kentucky State Plane coordinate system, North Zone, NAD83 (2011).

EXHIBIT B

CONSENT OF CITY AND MBCC

[To be attached prior to adoption]

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#10

AN ORDINANCE AMENDING SECTIONS 92.10, 92.11, 92.12, 92.13, 92.14, and 92.15 OF TITLE IX, GENERAL REGULATIONS, OF THE CITY OF DAYTON CODE OF ORDINANCES PROHIBITING EXCESSIVE NOISE, INCLUDING CRIMINAL PENALTIES AND OTHER ENFORCEMENT PROVISIONS FOR THE FAILURE TO COMPLY WITH THE ORDINANCE.

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

Chapter 92, Excessive Noise, including Sections 92.10, 92.11, 92.12, 92.13, 92.14, and 92.15 of Title IX, General Regulations, of the City of Dayton Code of Ordinances, is hereby repealed in its entirety and replaced as follows:

CHAPTER 92: EXCESSIVE NOISE

§ 92.10 FINDINGS.

Loud, unnecessary, and unusual noise is hereby declared to be a nuisance to the public health, safety, and, welfare and a detriment to the quality of life in the City of Dayton (“City”). Pursuant to KRS 224.30-175, the City hereby enacts this noise program to address this nuisance by prohibiting persons from making, causing, or continuing loud, unnecessary, or unusual noises that annoy or disturb reasonable persons of normal sensitivities, endangers or injures personal or real property within the City limits, or causes injury to the safety, health, or welfare of humans or animals or is otherwise detrimental to the quality of life in the City.

§ 92.11 LOUD, UNNECESSARY, AND UNUSUAL NOISES.

(A) It shall be unlawful for any person, firm, or corporation to create or assist in creating unreasonably loud and disturbing noises in the city (“prohibited noise,” as is more fully defined below), including those who grant, lease, or provide property or premises to persons creating such noise when such person, firm, or corporation or the employees or agents thereof were aware of or should have been reasonably aware of the prohibited noise.

(B) Noise of such character, intensity, and duration that is detrimental to the public health, safety, welfare, and peace is prohibited. The following acts, among others, are declared to be loud and disturbing noises in violation of this subsection, but this enumeration shall not be deemed to be exclusive or conclusive:

(1) The sounding of any horn or signal device on any automobile, motorcycle, bus, boat, or other vehicle, except when the horn is used as a danger signal, which creates an unreasonably loud or harsh sound and/or or is made for an unreasonable period of time. Use of sirens or similar sound devices in or upon any vehicle -- other than police, fire, or other emergency vehicles -- is prohibited.

(2) The use of loudspeakers and/or amplified music or speech; the use of radios, phonographs, or other music- or voice-playback devices; electronic devices; machinery; musical

instruments; and singing, shouting, and crowd in such a manner or at such volume or for a sustained time period -- particularly between the hours of 10:00 p.m. and 7:00 a.m. -- which annoys a reasonable person of normal sensitivities or is at a louder volume than necessary for convenient hearing of persons who are in the room, structure, vehicle, or boat where the noise is created is prohibited.

(a) Prohibited noise made between the hours of 10:00 p.m. and 7:00 a.m. that is plainly audible at a distance of ten (10) feet from the room, structure, vehicle, or boat from which it emanates or twenty-five (25) feet from the prohibited noise if the noise is not located within room, structure, vehicle, or boat shall be prima facie evidence of a violation of this section, and under no circumstances shall any such noise created hereunder exceed fifty (50) decibels during this time period.

(b) Prohibited noise made at all other hours that is plainly audible at a distance of seventy-five (75) feet from the building, structure, vehicle, or boat or one hundred fifty (150) feet from the source of the noise if not located within a building, structure, vehicle, or boat shall be prima facie evidence of a violation of this section, and under no circumstances shall any prohibited noise exceed seventy-five (75) decibels.

(3) The keeping of any animal or bird, which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

(4) The use of any automobile, motorcycle, vehicle, or boat that is so out of repair, so loaded, or operated in such a manner as to create loud grating, grinding, rattling, or other noises.

(5) The blowing of a steam whistle attached to any stationary boiler or engine, except to give notice of the time to begin or stop work or as a warning of danger.

(6) The sounding of any bell or gong attached to any building, premises, vehicle, or boat that disturbs the quiet or repose of persons in the vicinity thereof.

(7) Noise created by working on or repairing vehicles or other equipment; loading or unloading materials or equipment; or conducting recycling or scrapping activities in any residential area so as to cause loud or offensive noises between the hours of 9:00 p.m. and 8:00 a.m.

(8) The creation of any excessive noise on any street adjacent to any school, institution of learning, hospital, medical building, or government building while they are open and operating, which unreasonably interferes with the work conducted in those institutions.

(9) The creation of any excessive noise on any street adjacent to any church.

(10) The erection, excavation, demolition, alteration, or repair of any building in a residential or business district other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety and then only with a permit from the city, which permit may be renewed for a period of three (3) days or less while the emergency continues.

(11) The use of any mechanical device operated by compressed air unless the noise created is effectively muffled and reduced.

(12) The shouting and crying of peddlers, barkers, hawkers, and vendors that disturbs the peace and quiet of a neighborhood.

(13) The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention or otherwise by creation of noise to any performance, show, or sale or display of merchandise.

(C) Outdoor *live* music may be allowed, subject to applicable zoning restrictions and the sound/decibel limitations set forth § 92.11(B) above, between the hours of noon and 8:00 p.m., Sunday through Thursday, and between the hours of noon and 10:00 p.m. on Fridays and Saturdays.

§ 92.12 EXCEPTIONS.

The provisions of this subchapter shall not apply to the following:

(A) Noise caused during the performance of emergency work for the immediate safety, health, or welfare of the community or individuals within the community or to restore property to a safe condition following an emergency or calamity. This exception includes, but is not limited to, the sounding of sirens or horns of emergency vehicles and the sounding of a public-emergency siren.

(B) Noise caused at public sporting events, parades, fairs, circuses, or other similar public entertainment event provided that such event has received all permits otherwise required by law.

(C) City- and school-sponsored events and other events approved by the City via special-event permits.

§ 92.13 REMEDIES.

(A) Any person, firm, or corporation who violates any provision of this subchapter shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine not exceeding \$500 and/or a term of imprisonment not to exceed 12 months. A separate offense shall be deemed committed each day during which a violation of this ordinance occurs or continues to occur.

(B) In addition to the criminal penalty set forth § 92.13(A) above, the City also may institute appropriate legal action to restrain, correct, or abate noise violations prohibited under this subchapter.

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

First Reading: _____, 2024

Second Reading: _____, 2024

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-#11

AN ORDINANCE AMENDING CHAPTER 91 OF THE CITY OF DAYTON CODE OF ORDINANCES REGARDING THE REMOVAL OF ANIMAL EXCREMENT IN THE CITY, INCLUDING CIVIL FINES FOR THE FAILURE TO COMPLY WITH THE ORDINANCE.

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

Section 91.07 of Chapter 91, Animals, is hereby amended as follows, with words being deleted being ~~lined through~~ and words being added underlined:

CHAPTER 91: ANIMALS

* * *

§ 91.07 REMOVAL OF EXCREMENT REQUIRED.

(A) No person shall allow any animal under his or her control to be upon public property or upon the property of another, absent the consent of the owner or occupant of the property, without some device, such as pooper scooper or disposable plastic bag, for the removal and containment of the animal's excrement;

(B) ~~No person nor~~ shall ~~person~~ fail to remove and/or properly dispose of any excrement deposited by any animal under his or her control on public property or private property of another, absent the consent of the owner or occupant of the property. To properly dispose of excrement, it must be placed in a private or public trash receptacle.

(C) This section shall not apply to guide dogs under the control of blind persons.

(D) This section may be enforced by peace officers in the Police Department and inspectors and employees of the Code Enforcement Department and Public Works Department, who are hereby authorized as citation officers for enforcement of this ordinance pursuant to KRS 83A.087.

* * *

§ 91.99 PENALTY.

(A) Any person, firm, or corporation who allows an animals, which has not been spayed or neutered, to run at large or otherwise violate § 91.05 of this chapter has committed a civil offense with a civil fine of one hundred dollars (\$100.00) for the first offense and one hundred twenty-five dollars (\$125.00) for the second offense and subsequent offenses.

(B) Any person who allows an animal, which has been spayed or neutered, to run at large or otherwise violate § 91.05 of this chapter has committed a civil offense with a civil fine of eighty-

five dollars (\$85.00) for the first offense and one hundred dollars (\$100.00) for the second offense and subsequent offenses.

(C) Any person, firm, or corporation who violates §§ 91.04, or 91.06, ~~or 91.07~~ has committed a civil offense with a civil fine of fifty dollars (\$50.00) for the first offense and one hundred dollars (\$100.00) for the second offense and subsequent offenses.

(D) Any person, firm, or corporation who violates § 91.07 has committed a civil offense with a civil penalty of one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for all subsequent offenses. If the offender does not pay the civil penalty imposed within the time period set forth in the citation, then the fine set forth in that citation shall double and the city may recover this penalty in a civil action filed in a court of appropriate jurisdiction pursuant to KRS 83A.065(4) and the city shall be entitle to recover any attorney fees, expenses, and legal costs incurred by it in pursuing this civil action.

(E) Any person found in violation of any other section of Chapter 91 for which no other penalty has been specifically provided shall be guilty of a Class B misdemeanor and shall be subject to a fine of not more than two hundred fifty dollars (\$250.00) or confinement of not more than ninety (90) days or both

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

First Reading: _____, 2024
Second Reading: _____, 2024

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#12**

**AN ORDINANCE AMENDING CHAPTER 31 OF THE DAYTON
CODE OF ORDINANCES TO UPDATE INFORMATION ABOUT
NON-ELECTED CITY OFFICIALS AND CITY EMPLOYEES.**

WHEREAS, Chapter 31 of the Dayton, Kentucky, Code of Ordinances (“Code”) sets forth the positions and responsibilities of elected city officials, non-elected city officials, and city employees;

WHEREAS, sections of Chapter 31 dealing with non-elected city officials and city employees needs to be updated to reflect additions and changes in these positions;

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

Chapter 31 of the City of Dayton Code of Ordinances, titled “City Officials,” is hereby repealed in its entirety and replaced as follows:

**ARTICLE III: ADMINISTRATION
CHAPTER 31: CITY OFFICIALS**

NON-ELECTED CITY OFFICIALS AND CITY EMPLOYEES

§ 31.35 ESTABLISHMENT OF NON-ELECTED CITY OFFICES.

(A) All non-elected city offices shall be created by ordinance which shall specify:

- (1) Title of office;
- (2) Powers and duties of office;
- (3) Oath of office; and
- (4) Bond, if required.

(B) With the exception of the Police Chief and all city police officers, all non-elected city officers shall be appointed by the Mayor with approval of City Council. The Police Chief and all city police officers shall be appointed by the Mayor at will and such appointments need not be approved by City Council.

(C) All non-elected officers may be removed by the Mayor at will unless otherwise provided by statute, ordinance, or contract. However, this requirement shall not be construed as limiting in any way the at-will dismissal power of the Mayor.

(D) The city may create non-elected offices other than those referred to below. The following are non-elected city offices and city employees:

- (1) Non-elected offices:
 - a. City Clerk/Treasurer
 - b. City Administrator
 - c. City Attorney
 - d. Alcoholic Beverage Control Administrator
- (2) City employees

- a. Assistant City Administrator
- b. Assistant City Clerk/Treasurer
- c. Police Chief
- d. Code Enforcement Director
- e. Public Works Director

NON-ELECTED CITY OFFICIALS

§ 31.36 CITY CLERK/TREASURER.

The city hereby establishes the office of the City Clerk/Treasurer, who shall be appointed by the Mayor with approval of City Council and who may be removed by the Mayor at will.

(A) The duties and responsibilities of the City Clerk/Treasurer shall include, but are not limited to, the following:

- (1) Maintenance and safekeeping of the permanent records of the city;
- (2) Performance of the duties required of the “official custodian” or “custodian” in accordance with KRS 61.870 through 61.882;
- (3) Possession of the seal of the city, if used;
- (4) No later than January 31 of each year, mailing or electronically submitting to the Department for Local Government, a list containing current city information, including, but not limited to, the following:

(a) The correct name, telephone number, and email address of the Mayor, legislative body members, and the correct name, telephone number, and email address for the city’s appointed officials or employees who are serving in the following roles or substantially similar roles as of January 1 of each year:

1. City Clerk/Treasurer;
2. City Administrator;
3. City Attorney;
4. Alcoholic Beverage Administrator;
5. Assistant City Administrator;
6. Assistant City Clerk/Treasurer;
7. Police Chief;
7. Code Enforcement Director; and
8. Public Works Director

(b) The correct name of the city, mailing address for city hall, and telephone number of the city hall; and

(c) The name and telephone of either an elected or appointed official to serve as a contact person that may be reached during normal business hours of 8:00 a.m. to 4:30 p.m.

- (3) Publishing various legal advertisements and providing legal notices on behalf of the city as required by state law.
- (5) Performance of all other duties and responsibilities required of the City Clerk or of the City Treasurer by statute or ordinance or at the direction of the Mayor or City Administrator.
- (6) Once the information required to be reported under division (A)(4)(a) of this section is compiled by the Department for Local Government, the department shall forward one (1) electronic copy of the compiled information to the Legislative Research Commission, pursuant to KRS 83A.085.

(B) Compensation shall be in the amount as established by the City Council from time to time as set forth in § 31.03.

(C) No person shall be appointed or act as the City Clerk/Treasurer unless such person has taken the oath required by Section 228 of the Constitution of the Commonwealth of Kentucky and has provided bond in an amount of twenty-five thousand dollars (\$25,000.00) with corporate surety authorized to transact business in Kentucky and conditioned upon the performance of the duties specified herein.

§ 31.37 CITY ADMINISTRATOR

(A) The city hereby establishes the office of the City Administrator, who shall be appointed by the Mayor with approval of City Council, and who may be removed by the Mayor at will or under the terms of the City's contract with the City Administrator.

(B) The qualifications of the City Administrator shall include, but not be limited to, professional training and experience in municipal management and administration sufficient to ensure competence in the position.

(C) The duties and responsibilities of the City Administrator shall include, but are not limited to, the following:

(1) Advising the Mayor in policy formulation, management operations, and overall issues of the city.

(2) Preparing and administering operating and capital-improvement budgets under the direction of the Mayor.

(3) Advising the Mayor concerning the appointment, termination, and discipline of subordinate administrative personnel.

(4) Maintaining continuing direct relationships with department directors on the implementation and administration of programs, projects, and initiatives.

(5) Carrying out all additional duties lawfully delegated by an appropriate executive order with the same powers as the executive authority in carrying out these duties

§ 31.38 CITY ATTORNEY

(A) The city hereby establishes the office of the City Attorney, who shall be appointed by the Mayor with approval of City Council and removed by the Mayor at will.

(B) The city attorney serves as the city's chief legal counsel whose duties and responsibilities shall include, but not be limited to, advising the mayor and city officials on legal matters pertaining to the interests of the city, representing the city in legal actions in which the city is an interested party, and attending City Council meetings and providing legal advice to City Council at those meetings.

§ 31.39 ALCOHOLIC BEVERAGE CONTROL ADMINISTRATOR

(A) The city hereby establishes the office of Alcoholic Beverage Control Administrator, who shall be appointed upon sole authority of the Mayor and who may be removed by the Mayor at will.

(B) The functions of the Alcoholic Beverage Control Administrator shall be the same with respect to city licenses and regulations as the functions of the State Alcoholic Beverage Control Board with respect to state licenses and regulations, except that no regulation adopted by the Alcoholic Beverage Control Administrator may be less stringent than the statutes relating to alcoholic beverage control, or than the regulation of the State Board. No regulation of the Alcoholic Beverage Control Administrator shall become effective until it has been approved by the State

Board. The specific duties and responsibilities of the Alcoholic Beverage Control Administrator shall include, but are not limited to the following:

- (1) Enforcement of all state laws relating to alcoholic beverage control.
 - (2) Enforcement of all city ordinances relating to alcoholic beverage control.
 - (3) Enforcement of all administrative regulations relating to alcoholic beverage control.
 - (4) Direction of preparation of and maintenance of all necessary records and files.
 - (5) Performance of all necessary correspondence, requisition of supplies and recommendation of the purchase of necessary equipment.
 - (6) Meet with and answer questions for the public.
- (C) Compensation shall be established by the mayor upon appointment of the Alcoholic Beverage Control Administrator. The Alcoholic Beverage Control Administrator shall also be compensated by the city for any necessary trips to Frankfort in which the Administrator shall be required for testimony related to cases arising out of the city.

CITY EMPLOYEES

§ 31.40 ASSISTANT CITY ADMINISTRATOR

- (A) The city hereby establishes the office of Assistant City Manager as a city employee, who shall be appointed by the Mayor and who may be removed by the Mayor at will.
- (B) The qualifications of the Assistant City Administrator shall include, but not be limited to, professional training and experience in municipal management and administration sufficient to ensure competence in the position of Assistant City Administrator.
- (C) The duties and responsibilities of the Assistant City Administrator shall include, but are not limited to, the duties set forth in § 31.37(3) above in the absence of the City Administrator and all other duties assigned to the Assistant City Administrator by the Mayor or City Administrator.

§ 31.41 ASSISTANT CITY CLERK/TREASURER

- (A) The city hereby establishes the office of Assistant City Clerk/Treasurer as a city employee, who shall be appointed by the Mayor and who may be removed by the Mayor at will.
- (B) The qualifications of the Assistant City Clerk/Treasurer shall include, but not be limited to, professional training and experience in clerical and bookkeeping duties to ensure competence in this position of Assistant City Clerk/Treasurer.
- (C) The duties and responsibilities of the Assistant City Clerk/Treasurer shall include, but are not limited to, the duties set forth in § 31.36(A) in the absence of the City Clerk and all other duties assigned to the Assistant City Clerk/Treasurer by the Mayor, City Administrator, or City Clerk/Treasurer.

§ 31.42 POLICE CHIEF

For provisions concerning the Police Chief, see § 33.21.

§ 31.43 CODE ENFORCEMENT DIRECTOR.

- (A) The city hereby establishes the office of Code Enforcement Director, who shall be appointed upon sole authority of the Mayor and who may be removed by the Mayor at will.
- (B) The duties and responsibilities of the Code Enforcement Director shall include, but are not limited to, the following:

(1) It shall be the duty of the Code Enforcement Director to enforce all ordinances relating to buildings or structures, blight, and other ordinances as directed by the City Council through duly enacted ordinances.

(2) The Code Enforcement Director shall work with the Campbell County Planning, Zoning and Building Inspection Department (“Campbell County P&Z”) regarding building and zoning codes compliance and shall have concurrent power with Campbell County P&Z to perform all duties connected therewith.

(3) The Code Enforcement Director shall have the power to order all work stopped on construction, alteration, or repair of buildings in the city when such work is done in violation of any ordinance relating thereto, including the building and zoning codes, or other building-related ordinances. Work shall not be resumed after the issuance of such an order except by written permission of the Code Enforcement Director or Campbell County P&Z; however, if the stop work order is an oral one, it shall be followed by a written stop work order within 24 hours. Such written stop work orders may be served by the Code Enforcement Director, Campbell County P&Z, or inspectors at their direction, or any police officer.

§ 31.44 DIRECTOR OF PUBLIC WORKS.

(A) The city hereby establishes the position of Director of Public Works, who shall be appointed by the Mayor and who may be removed by the Mayor at will.

(B) The duties of the Director of Public Works shall be those set forth in the current job classification system adopted by the city.

(C) Compensation shall be in the amount as established by the City Council by ordinance.

(D) The Director of Public Works shall have all powers of a citation officer as described in KRS 83A.087.

(E) No person shall be appointed or act as the Director of Public Works 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.

First Reading:
Second Reading:

CITY OF DAYTON, KENTUCKY

By: _____
Mayor Ben Baker

ATTEST:

Tristan Klein, City Clerk

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-# 13**

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE 2022-#19 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:

Position	Type	No. Authorized	Pay Range minimum	Pay Range Maximum
City Administrative Officer	Salary	1	\$ 105,000.00	\$ 135,000.00
Assistant City Administrator	Salary	1	\$ 80,000.00	\$ 100,000.00
City Clerk	Salary	1	\$ 65,000.00	\$ 85,000.00
Assistant City Clerk	Hourly	1	\$ 20.00	\$ 34.00
Administrative Secretary- Part time (Hourly)	Hourly	1	\$ 15.00	\$ 19.00
Chief of Police	Salary	1	\$ 83,000.00	\$ 110,000.00
Police Captain	Hourly	0	\$ 37.00	\$ 40.00
Police Lieutenant	Hourly	1	\$ 35.00	\$ 39.00
Police Sergeant	Hourly	1	\$ 30.00	\$ 36.00
Police Corporal	Hourly	2	\$ 27.00	\$ 33.00
Police Officer	Hourly	7	\$ 23.00	\$ 33.00
Police Recruit	Hourly	1	\$ 21.00	\$ 23.00
School Resource Officer	Hourly	1	\$ 26.00	\$ 34.00
Police Clerk (Hourly)	Hourly	1	\$ 18.00	\$ 26.00
Public Works Superintendent	Hourly	1	\$ 28.00	\$ 40.00
Crew Leader	Hourly	1	\$ 23.00	\$ 28.00
Laborer	Hourly	4	\$ 18.00	\$ 26.50
Laborer (23 hrs/week)	Hourly	0	\$ 18.00	\$ 20.00
Seasonal Laborer (4/1-10/31)	Hourly	2	\$ 10.00	\$ 20.00
Code Enforcement Director	Salary	1	\$ 50,000.00	\$ 77,000.00
License Inspector (Hourly)	Hourly	1	\$ 20.00	\$ 28.00

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 authorizes the payment of a year-end incentive to any or all employees in an amount not to exceed Two Hundred Dollars (\$200.00)

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: July 9, 2024

Second Reading:

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#14

AN ORDINANCE AMENDING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2023, THROUGH JUNE 30, 2024, AND ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE CITY TO THE FULL EXTENT AUTHORIZED BY KRS 82.082 AND INTREPRETIVE CASE LAW.

WHEREAS, a proposed annual operating budget was prepared and approved by the City Council of the City of Dayton, Kentucky; and,

WHEREAS, the City Council previously amended the budget for Fiscal Year 2023-24 and now wishes to amend this budget a second time to reflect final budget changes for this fiscal year.

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, 2023, and ending June 30, 2024, 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. 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.
3. All prior Municipal Order/Resolutions and/ or Ordinances or parts of any thereof that are in conflict with this Ordinance are hereby repealed.
4. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on July 9, 2024, and will be given a final reading on August 13, 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: July 9, 2024

Second Reading:

MAYOR BEN BAKER

ATTEST:

CITY CLERK/TREASURER

City of Dayton Budget 2024

The annual budget for fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby adopted as follows:

Resources Available	General Fund	Municipal Aid Fund	Econ. Development	Park Board	TIF
Fund Balance Forward:	\$ 2,400,000.00	\$ 115,000.00	\$ 500,000.00	\$ 60,100.00	\$ 900,000.00
Estimated Revenue					
Taxes	\$ 1,640,000.00				\$ 650,000.00
	\$ 1,886,000.00				
Licenses and Permits	\$ 2,077,200.00				
	\$ 2,570,000.00				
Fines	\$ 80,650.00				
	\$ 265,000.00				
Intergovernmental	\$ 71,000.00	\$ 118,000.00		\$ 135,000.00	\$ 183,000.00
	\$ 111,000.00				
Charges for Services	\$ 431,600.00				
Miscellaneous	\$ 110,900.00			\$ 400.00	
	\$ 275,000.00				
Grant Restricted	\$ 2,927,920.00			\$ 72,000.00	
	\$ 100,000.00				
Interest	\$ 30,000.00	\$ 2,500.00	\$ 8,000.00	\$ 1,000.00	\$ 10,000.00
Total Estimated Revenue	\$ 5,668,600.00	\$ 120,500.00	\$ 8,000.00	\$ 208,400.00	\$ 843,000.00
Available Appropriations	\$ 8,068,600.00	\$ 235,500.00	\$ 508,000.00	\$ 268,500.00	\$ 1,743,000.00
Appropriations					
General Government	\$ 703,364.40				\$ 130,000.00
	\$ 775,000.00				\$ 185,000.00
Police	\$ 1,536,659.72				
	\$ 1,560,000.00				
Fire	\$ 1,230,559.95				
Public Works	\$ 494,027.60	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 136,609.20		\$ 50,000.00		
Parks				\$ 60,000.00	\$ 60,000.00
Economic Development			\$ 135,000.00		
Waste Collection	\$ 232,000.00				
Professional Services	\$ 92,300.00	\$ 50,000.00			\$ 21,000.00
	\$ 100,000.00	\$ 197,000.00			
TIF Payment					\$ 505,000.00
					\$ 865,000.00
Miscellaneous	\$ 248,250.00				
	\$ 270,000.00				
Capital Spending	\$ 3,905,808.40			\$ 98,000.00	
	\$ 750,000.00				
Total Appropriations	\$ 5,548,196.75	\$ 227,000.00	\$ 185,000.00	\$ 235,500.00	\$ 1,131,000.00
Est. Ending Fund Balances	\$ 2,520,403.25	\$ 8,500.00	\$ 323,000.00	\$ 33,000.00	\$ 612,000.00

CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#12

AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ALEX EDMONDSON AND EDMONDSON & ASSOCIATES TO PROVIDE LEGAL SERVICES AND SERVE AS CITY ATTORNEY FOR THE CITY OF DAYTON, KENTUCKY.

WHEREAS, the City of Dayton, Kentucky (“City”), wishes to retain Alex Edmondson and his law firm, Edmondson & Associates, to serve as City Attorney and provide legal services to City; and

WHEREAS, Alex Edmondson and Edmondson & Associates wish to provide these services to the City.

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

Section I

The City Council of the City of Dayton, Kentucky hereby authorizes the Mayor to enter into a contract with Alex Edmondson and Edmondson & Associates, which is attached hereto as Exhibit A and is made by reference a part hereof, to provide legal services to the City and serve as its City Attorney.

Section II

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

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER
July 9, 2024

EXHIBIT A

Legal Services Contract

(See attached)

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF DAYTON**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the “Agreement”) is effective as of the ____ day of June 2024, by and between the law firm of Edmondson & Associates, 28 West Fifth Street, Covington, Kentucky 41011 (“E&A”), and the CITY OF DAYTON, Kentucky a municipal corporation (“City”). The term “City” shall also include all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

Upon the recommendation of the Mayor, the Dayton City Council hereby appoints Alexander F. Edmondson and his law firm, E&A, as an independent contractor to serve as the City Attorney to render such legal services as are customarily rendered by such officials and as further specified herein in § 31.38 of the Dayton, Kentucky, Code of Ordinances.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified by resolution of the City Council. E&A represents it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. E&A shall not replace the designated City Attorney (or any successor to such person) without the City Council’s prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute shall be obtained from the Mayor and/or counsel.

2. SCOPE OF WORK AND DUTIES

A. E&A shall perform any and all work necessary for the provision of City Attorney services to City, including, without limitation, the following:

(i) Attendance at City Council and Caucus meetings unless excused by the City Administrator or his/her designee, and other meetings on request of the Mayor or her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the Mayor and City Council, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation and maintain office hours at City Hall a minimum of four (4) hours a week on Wednesday from 1 p.m. to 5 p.m. and in addition to any hours as requested by the Mayor and/or City Administrator at times mutually agreed to by the Mayor and/or City Administrator and designated City Attorney; and

(iv) Prepare or review necessary legal documents, such as ordinances, orders, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; and all similar documents, all as requested by City; and

(v) Represent and advise City on pending and potential litigation as requested by City; notwithstanding the foregoing, it is expressly understood that E&A shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to E&A and E&A has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) Assist City Administrator in supervising outside legal services, if requested.

(viii) Provide representation to the City in tax foreclosure suits forwarded by the City to E&A, both in answering and counterclaiming where necessary. It is understood that E&A will be paid separately for these services out of the costs of the foreclosure action. These expenses will not be shared with the City pursuant to fee sharing ethical restraints.

B. E&A, as a full-service law firm, is prepared to, and will upon request of City, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, waste water, electricity, waste management, transportation, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

C. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

D. All legal services shall be coordinated under the direction of the Mayor and City Council notwithstanding any other provision contained herein.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for E&A to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers,

facsimile machines, and secretarial support, as approved by the City Administrator, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay E&A's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Mayor and City Council, at any time, to assign or reassign legal matters of City from or to E&A.

4. PERSONNEL

Assignments may be modified as provided in Section 1 above and except as so provided, E&A will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

Compensation shall be as set forth in Exhibit A.

6. COSTS AND OTHER CHARGES

E&A may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (*e.g.*, from the E&A office to court or City Hall), and miscellaneous expenses (*e.g.*, telephone and facsimile charges) are included within the rates set forth above, and there shall be no additional charges for such expenses. City agrees to reimburse E&A for expenses such as experts' or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by E&A or E&A's cost of equipment or supplies except as provided herein.

E&A may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. E&A will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. E&A will select any investigators, consultants, or experts to be hired only after consultation with City.

7. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability, and reputation of E&A, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, E&A shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to E&A, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

8. INDEPENDENT CONTRACTOR

E&A shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which E&A, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of E&A employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. INSURANCE

E&A shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of Five Hundred Thousand dollars (\$500,000.00).

(b) Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than One Hundred Thousand dollars (\$100,000.00).

10. INDEMNIFICATION

A. E&A agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of E&A, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of E&A hereunder, or arising from E&A's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

B. City acknowledges E&A is being appointed as City Attorney pursuant to the authority of the Kentucky Revised Statutes and has the authority of that office. Therefore, City agrees to undertake its statutory duty and indemnify E&A, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of E&A within the course and scope of its employment hereunder, but nothing herein shall require City to indemnify E&A for liability arising from its own negligence. In connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agency, or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event E&A, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to E&A, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

11. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Dayton
514 Sixth Avenue
Dayton, KY 41074
Attention:
Mayor Ben Baker

ATTORNEY: Edmondson & Associates
Shutt Mansion
28 West Fifth Street
Covington, KY 41011
(859) 491-5551 (office)
(859) 491-0187 (fax)
Attention: Alexander F. Edmondson

12. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on July 1, 2024, and shall remain in full force and effect until terminated by either party hereto. City may discharge E&A at any time. The City Attorney shall have no right to hearing or notice and may be discharged with or without notice. E&A may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least thirty (30) days' notice to City.

In the event of such discharge or withdrawal, City will pay E&A professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation, including without limitation, proration of the monthly retainer amount to the date of such cessation. City agrees to execute, upon request, a stipulation in such form as to permit E&A to withdraw as City's attorneys of record in any legal action then pending. E&A shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

13. CONFLICTS

E&A has no present or contemplated employment that is adverse to the City. E&A agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, E&A may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and E&A reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in E&A's representation of two clients, if such conflict is only speculative or minor, E&A shall seek waivers from each client with regards to such representation. However, if real conflicts exist, E&A would withdraw from representing either client in the matter and assist them in obtaining outside special counsel.

14. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the Commonwealth of Kentucky. In the event of any dispute hereunder, forum shall be the Circuit Court, Campbell County, Kentucky.

15. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

Dated: _____, 2024

CITY OF DAYTON,
a municipal corporation

By: _____
Mayor Ben Baker

ATTEST:

City Clerk

Dated: _____, 2024

EDMONDSON & ASSOCIATES

By: _____
Alexander F. Edmondson

EXHIBIT “A”
BILLING RATES

- (1) The City agrees to pay to the Attorney a monthly retainer in the amount of \$ 2,000.00 each month beginning July 1, 2024.

- (2) In the event that E&A is to be compensated for work outside the scope of normal duties, i.e. active litigation. E&A shall track all billable time for this work at the rate of \$ 150.00 per hour to be billed in one-tenth hour increments. Client is responsible for the costs of litigation, including actual and ancillary costs. Attorney will not incur costs exceeding \$250 without prior consultation with the Mayor and/or City Council.

- (3) The foregoing fee arrangement would remain in effect until adjusted by the parties and memorialized through Executive order.

CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#13R

AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING AND RATIFYING AN ASSIGNMENT OF THE CITY'S WINNING FORELCOSURE BID FOR 525 TENTH AVENUE, DAYTON, KY., TO ACH HOLDINGS, LLC.

WHEREAS, the City of Dayton, Kentucky ("City") submitted the winning bid to purchase 525 10th Avenue at a foreclosure sale conducted by the Campbell County Master Commissioner on June 25, 2024 ("Winning Bid"); and

WHEREAS, the City wishes to assign this Winning Bid to AHC Holdings, LLC, a Nevada limited liability company, and AHC Holdings, LLC, wishes to accept this assignment.

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

Section I

The City Council of the City of Dayton, Kentucky hereby authorizes and ratifies the action of the Dayton City Administrator to enter into an Assignment Agreement for Winning Bid in a Foreclosure Action with AHC Holdings, LLC, a copy of which is attached hereto as Exhibit A and is made by reference a part hereof.

Section II

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

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER
July 9, 2024

EXHIBIT A

Assignment Agreement for Winning Bid in a Foreclosure Action

(See attached)

ASSIGNMENT AGREEMENT FOR WINNING BID IN FORECLOSURE ACTION

This Assignment Agreement for a Winning Bid in a Foreclosure Action (“Assignment”) is made and entered into as of this day, July 3, 2024, by and between the City of Dayton, Kentucky, a Kentucky municipality (“Assignor”), and AHC Holdings, LLC, a Nevada limited liability company (“Assignee”).

WHEREAS, the City of Dayton filed a foreclosure action on real estate located at 525 Tenth Avenue, Dayton, Kentucky 41075, PIDN 999-99-09-785.00, in an action titled *City of Dayton vs. Andrew M. Wilson, et al.*, Case No. 23-CI-1129, Campbell County Circuit Court (“Subject Property”).

WHEREAS, the Subject Property was sold by the Campbell County Master Commissioner in a foreclosure sale at the Campbell County Courthouse on June 25, 2024 (“Foreclosure Sale”).

WHEREAS, Assignor submitted the winning bid of Twenty-Seven Thousand Dollars (\$27,000.00) for the Subject Property at the Foreclosure Sale (“Winning Bid”).

WHEREAS, Assignor now wishes to assign the Winning Bid for the Subject Property to Assignee.

NOW, THEREFORE, in consideration of Twenty-Seven Thousand Dollars (\$27,000.00) paid to Assignor by Assignee, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, grants, bargains, sells, conveys, and transfers to Assignee, its successors and assigns, all of Assignor’s rights, title, and interest to the Winning Bid for the Subject Property to Assignee.
2. Right of Redemption. Assignee recognizes that the Winning Bid is subject to a Right of Redemption under KRS 426.530.
3. Assumption. Assignee hereby accepts the foregoing Assignment, and in consideration thereof, Assignee hereby covenants and agrees that it will assume the Assignor’s obligations associated with and arising from the Winning Bid in the same manner and to the same extent as if Assignee had retained the Winning Bid.
4. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of date written in the first paragraph above.

ASSIGNOR:

City of Dayton, Kentucky

By: _____
Jay Fossett
City Administrator

ASSIGNEE:

AHC Holdings, LLC

By: _____
Brian Brockman
Its: Managing Member

CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#14R

AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CINCINNATI OFF-ROAD ALLIANCE (CORA) IN CONNECTION WITH A TRAIL BUILDING AND RESTORATION PROJECT IN SARGEANT PARK.

WHEREAS, the City of Dayton, Kentucky received federal grant dollars in excess of \$90,000 to be spent on a project entitled “Sargeant Park Trail Restoration Project”; and

WHEREAS, the City of Dayton, Kentucky solicited bids in accordance with Kentucky Revised Statutes during the month of June 2024 to complete this project; and

WHEREAS, the Cincinnati Off-Road Alliance (CORA) successfully submitted a completed bid document; and

WHEREAS, the City of Dayton finds it to be advantageous to the City of Dayton and its residents that CORA be awarded the contract to implement the work in order to complete the Sargeant Park Trail Restoration Project; and

WHEREAS, this restoration project will be paid for with Recreational Trail Grant Funds and City of Dayton General Funds.

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

Section I

The City Council of the City of Dayton, Kentucky (“City Council”) hereby authorizes the Mayor to enter into a Contract with CORA, in accordance with the bid document attached as Exhibit A.

Section II

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

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER
July 9, 2024

EXHIBIT A

Cincinnati Off-Road Alliance Bid Document

(See attached)

Sargeant Park Community Trails



Executive Summary

This proposal outlines our vision and comprehensive plans for developing multi-use trails at Sargeant Park. Through our partnership, CORA and Groundwork Ohio River Valley aim to enhance the park's accessibility, environmental sustainability, and community value.

Project Understanding and Vision

We understand Sargeant Park's importance as a community asset and propose a development plan emphasizing environmental sustainability, user safety, and community connectivity. Our vision includes creating trails that are not only recreational but also environmentally sustainable, giving residents and visitors access to the woods through passive recreation.



Project Partner Background and Qualifications

CORA

Founded in 1996 by a group of passionate mountain bikers, the Cincinnati Off-Road Alliance (CORA) was established in response to a significant lack of singletrack mountain bike trails in Greater Cincinnati. Initially formed to advocate for and build sustainable off-road trails, CORA has grown into a pivotal organization within the community, respected for its trail development and extensive community engagement and advocacy for accessible trail access across the region.

Today, CORA maintains 115 miles of multi-use natural surface trails that cater to mountain bikers, hikers, and trail runners. The organization collaborates with local, regional, state, and national partners to continuously expand the trail network, enhancing connectivity between Greater Cincinnati and Northern Kentucky communities.

CORA uses trail-building methodologies developed by the US Forest Service in partnership with professional trail builders, focusing on sustainability and positive user experience. These practices ensure trails are designed to mitigate erosion and incorporate various environmental and usage factors, leading to durable and enjoyable trail systems. We are a trusted partner, creating pathways for communities to forge meaningful and lasting connections with the outdoors. We provide the dirt conduit to healthier living and stronger communities that benefit from active, outdoor lifestyles. Our productive partnerships with government agencies, land managers, and private

property owners have cultivated numerous successful recreational assets.

Leading these efforts is Jason Reser, CORA's Trail Development Director. With deep roots in the Greater Cincinnati and Northern Kentucky communities, Jason has been an active volunteer in the cycling community for over 25 years and has served on the CORA Board of Directors since 2014. Appointed as Trail Development Director in the winter of 2019, Jason is tasked with spearheading funding initiatives, forging strategic partnerships, and liaising with land managers to broaden trail access for all demographics. His credentials are extensive and include Trail Master, Mechanized Equipment, ANSI Excavator and Trenching Safety Certificate, and over 30 years of trail design and building experience.

Under Jason's leadership, CORA continues to be a trailblazer in maintaining and developing trail systems that are a boon for recreational use and serve as vital community assets that promote health, wellness, and environmental stewardship.

Groundwork Ohio River Valley



Groundwork Ohio River Valley is dedicated to the sustained regeneration,

improvement, and management of the physical environment. This is achieved through community-based partnerships that empower people, businesses, and organizations to promote environmental, economic, and social well-being.

Under the leadership of Tanner Yess, a Dayton, Kentucky resident and Northern Kentucky University (NKU) graduate, Groundwork Ohio River Valley has become a pivotal force in local environmental restoration and community engagement. Tanner's deep connections to the area and his academic background significantly enhance the organization's ability to engage with the community effectively.



Micah Johnson, the Green Corps manager at Groundwork Ohio River Valley, brings a unique blend of academic knowledge and practical experience. With a degree in Geology and a minor in Environmental Science from NKU, Micah discovered his passion for environmental restoration during his studies. As a non-traditional student, he understands the human impact on the environment and is committed to mitigating these effects. Micah's leadership is guided by his belief in the transformative power of education and workforce development, particularly for young adults seeking second chances and those without traditional vocational

backgrounds. His expertise includes heavy machinery operation, invasive species management, stream restoration, and native plant propagation. For Micah, nature is not just a workplace but a sanctuary offering peace, beauty, and solace.

Together, Tanner and Micah lead a team that brings technical expertise and a passionate commitment to ecological health, which is crucial for the sustainability of Sargeant Park's natural landscapes.

CORA and Groundwork Ohio River Valley are dedicated to fostering an inclusive environment where everyone is valued and respected, regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

As an equal-opportunity employer, CORA and Groundwork Ohio River Valley ensures that all employment decisions are based on individual qualifications and merit. We are committed to recruiting, developing, and retaining a diverse workforce that reflects our community.

Proposed Project Plan

General Site and Construction Overview

Our construction plan prioritizes environmental sensitivity and user diversity, focusing on a multi-use trail system that supports a variety of activities, including mountain biking, running, and adaptive use. The design adheres to the International Mountain Bicycling Association (IMBA) standards, ensuring safety, sustainability, and accessibility.



Trail Design and Construction Details

Main Connector Trail:

The core of our design is a mountain bike optimized connector trail, extending approximately 5,000-5,500 feet. This 48-inch machine-cut path will also accommodate runners, adaptive-use equipment, and off-road strollers. Constructed with compressed dense-grade gravel, this all-weather trail will loop through the park, linking the Lincoln Road gravel lots to the bridge at Covert Run. The design will be executed to minimize conflicts among different types of trail users, ensuring a safe and enjoyable experience for all.



Skills Trail Loops

Adjacent to the main connector, we plan to build a series of skill-building loops:

- **Beginner Loops:** These trails are approximately 1,000 feet long and feature exaggerated rollers and natural obstacles designed to enhance biking skills in a progressive, controlled environment. They are especially fun for young kids.
- **Intermediate Directional Trail:** This 400-foot trail offers slightly more challenging terrain, tailored for improving technical skills.
- **Adaptive Downhill Trail:** Extending 1,000 feet on the rugged terrain of the park's west side, this trail will be specifically designed for downhill biking and adaptive use, providing thrilling yet safe descents.



Signage and Wayfinding:

To enhance navigation and information dissemination, socializing trail etiquette and rules of the park and trails:



- **Kiosks:** Design and install kiosks at the north parking lot and trail entrance. These structures will be constructed as a community project in collaboration with local Eagle Scouts. The maps will be designed using the latest best practices and will be available in printable and electronic formats for the city.



- **Trail Maps:** Develop and install trail maps at three additional key locations within the park. Treated wood frame with laminate signage can easily be repaired or re-faced if vandalized.



- **Carsonite Signs:** Install thirty durable, vandalism-resistant Carsonite signs across the park. These will provide trail names, directional guidance, and important information, crafted from a brown, flexible fiberglass material to blend seamlessly with the natural environment.

Stream Crossings

Our approach to stream crossings will use 24"-48" half-culverts or bridges to protect local ecosystems. These structures will allow salamanders and other animals to traverse ephemeral streams, effectively reducing erosion risks associated with traditional culverts.

Community Engagement and Environmental Stewardship

This project enriches recreational offerings while actively engaging the community in environmental stewardship. By involving Dayton residents in the planning and building phases, the initiative fosters a sense of ownership and understanding of the local ecosystem. This approach empowers volunteers with knowledge about sustainable trail construction and maintenance, ensuring long-term community involvement, pride, and conservation.

Project Management and Staffing Plan

Roles and Responsibilities

CORA will oversee project management, with Groundwork Ohio River Valley handling site preparation and ecological assessments.

Trail Management Objective

In collaboration with the City of Dayton, CORA would develop a Trail Management Objective (TMO) for Sargeant Park at the front of the process. The TMO document will serve as a comprehensive guide, outlining trail specifications, maintenance protocols, and user guidelines. It will ensure expectations are met regarding the final product, as well as serve a guideline for maintenance, trail purpose, and long-term trail character.

Communication Plan

Updates will be provided through emails with the identified city point of contact.

CORA will also share opportunities for volunteers to be involved when safe.

We recommend that no imagery of the trail construction be shared with the public unless vetted by CORA. Trail builders are unable to put up a fence around the work zone, so it is even more important that the work and location are not promoted while construction is in progress. Highlighting the work and location does not keep people away or keep them safe from the equipment.

Provided by CORA

CORA will provide the necessary supervision, labor, material, equipment and tools to perform specified trail construction on identified trails and sites, including fuel for any mechanized equipment or tools and any and all personal protection and safety equipment that may be required. The contractor must also obtain any federal, state, or local permits.

Timeline

The design process will start within three weeks of the award. Trail Construction will start in August 2024 and conclude by November 2024, not exceeding the end of December 2024. CORA will work with the City of Dayton Park Board within this timeframe to organize community volunteer days as the project nears completion.

Warranty

CORA will provide a one-year guarantee and warranty on all work on this project. Any portions needing replacement or repair within one (1) year from the date of written acceptance by the City shall be completed by CORA at their expense within a time frame agreed upon by the City. This warranty does not include wind damage or tornado damage.

Change Orders

All changes and notices required by the contract must be given in writing

Experience

CORA 's team has broad experience in building sustainable cross-country, flow, and skills trails in the unique soil conditions of the tri-state area. Project lead Jason Reser was certified in trail design, construction, and maintenance in 2008 and maintains a knowledge base by attending Professional Trail Builders Association conferences and other seminars and workshops. He has led hundreds of volunteer trail days, creating new trails and prescribing solutions to improve the sustainability and user experience.

In addition, he has constructed trails using mechanized equipment, including mini track loaders and mini excavators. CORA staff member Mitch Watson is certified for Mechanized Trail Equipment and has over 2,000 hours of experience with safe sawyering, building, and maintaining trails at Devou, as well as as project lead at the Nighthawk Bike Skills Park construction.



Pricing and Budget

Option One - Gravel Main Trail

Trail Base	Difficulty Level	Unit	Amount	Cost/Unit	Subtotal	
Mountain Bike-Optimized	Less Difficult (Green)	Linear Feet	1000	\$ 11.00	\$ 11,000.00	
Mountain Bike-Optimized	More Difficult (Blue)	Linear Feet	1440	\$ 13.00	\$ 18,720.00	
Graveled Tread Trail	Less Difficult (Green)	Linear Feet	5500	\$ 20.00	\$ 110,000.00	
Trail Structures						
Puncheon/Bridge		Linear Feet	20	\$ 175.00	\$ 3,500.00	
Arched Half Culvert		Each	4	\$ 1,000.00	\$ 4,000.00	
Technical Trail Feature- Rock		Square Feet	100	\$ 20.00	\$ 2,000.00	
Technical Trail Feature- Metal-Wood		Each	4	\$ 5,000.00	\$ 20,000.00	
Repair Bridge		Each	50	\$ 50.00	\$ 2,500.00	
Wayfinding and Support						
Kiosk Signage		Each	2	\$ 2,200.00	\$ 4,400.00	
Mini Map Signage		Each	3	\$ 300.00	\$ 900.00	
Trail Intersection Signage		Each	30	\$ 22.50	\$ 675.00	
					Subtotal	\$ 177,695
Contingency			15%		\$ 26,654	
					Total	\$ 204,349

Option Two - Dirt Main Trail

Trail Base	Difficulty Level	Unit	Amount	Cost/Unit	Subtotal	
Mountain Bike-Optimized	Less Difficult (Green)	Linear Feet	6500	\$ 11.00	\$ 71,500.00	
Mountain Bike-Optimized	More Difficult (Blue)	Linear Feet	1440	\$ 13.00	\$ 18,720.00	
Graveled Tread Trail	Less Difficult (Green)	Linear Feet	0	\$ 15.00	\$ -	
Trail Structures						
Puncheon/Bridge		Linear Feet	20	\$ 175.00	\$ 3,500.00	
Arched Half Culvert		Each	4	\$ 1,000.00	\$ 4,000.00	
Technical Trail Feature- Rock		Square Feet	100	\$ 20.00	\$ 2,000.00	
Technical Trail Feature- Metal-Wood		Each	4	\$ 5,000.00	\$ 20,000.00	
Repair Bridge		Each	50	\$ 50.00	\$ 2,500.00	
Wayfinding and Support						
Kiosk Signage		Each	2	\$ 2,200.00	\$ 4,400.00	
Mini Map Signage		Each	3	\$ 300.00	\$ 900.00	
Trail Intersection Signage		Each	30	\$ 22.50	\$ 675.00	
					Subtotal	\$ 128,195
Contingency			15%		\$ 19,229	
					Total	\$ 147,424

Insurance

Insurance

Cincinnati Off-Road Alliance (CORA) and Groundwork Ohio River Valley (Groundwork ORV) both fully understand the importance of maintaining comprehensive insurance coverage and complying with all statutory insurance requirements as outlined in the RFP. Each organization currently holds and will maintain the following insurance coverage throughout the duration of the Sargeant Park Trails Project:

General Liability

- Bodily Injury and Property Damage - \$1,500,000 per occurrence and aggregate.
- Contractual Insurance - Broad Form - \$1,500,000 per occurrence and aggregate.

Worker's Compensation: Full compliance with statutory requirements.

Upon selection for the project, CORA and Groundwork ORV will promptly provide the City of Dayton with Certificates of Insurance evidencing the above coverages. These certificates will additionally name the City of Dayton, along with its agents, officials, employees, and volunteers, as additional insureds. Consistent with the RFP's requirements, the City will be notified at least 10 days in advance of any changes, cancellations, or terminations of the aforementioned policies. CORA and Groundwork ORV are committed to upholding the highest standards of responsibility and care, ensuring all project activities are conducted under the safeguard of robust insurance protection.

Billing

Billing as Work is Completed

Cincinnati Off-Road Alliance would bill every other monthly, proportionately, as work is completed.

References

For Jason Reser as Project Manager

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