

**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".

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

By:  _____ Ben
Baker, Mayor

1st Reading - May 21, 2024 2nd
Reading - June 4, 2024

Ayes: 6, Nays: 0, Abstain: 0

Published: June 6, 2024

ATTEST:


Tristan Klein, City Clerk/Treasurer

**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 reverse 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.

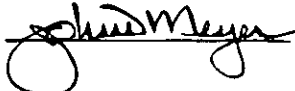
6.10 Mediation – If any claim, dispute or other matter arises regarding the relations or transactions between company members they agree to submit the issues to mediation. The mediation fee, if any, shall be shared equally.

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.

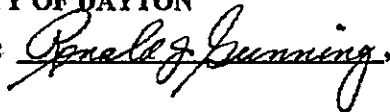
6.12 **Creditors** – None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

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. Seaw
NOTARY PUBLIC
Kentucky, State at Large
Commission Expires: 2-24-03

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL

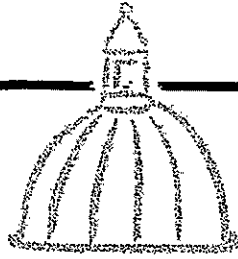
SUBSCRIBED AND SWORN to before me by Ronald J. Gunning, as Mayor of the City of Dayton, this 3rd day of December, 2001

Donna Legu
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]



DLG
DEPARTMENT
FOR LOCAL
GOVERNMENT

Office of the Governor

Jody A. Lassiter, Commissioner

Facsimile Transmittal

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

From: ^{Rich} Richard J. Ornstein, Attorney Date: May 1, 2002

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

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Notes: Attached, please find the Bellevue-Dayton Fire Department Operating Intergovernmental 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





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

01-0611CA Bellevue-Dayton ICA Corr.

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



AN EQUAL OPPORTUNITY EMPLOYER M/F/D

FAX: (502) 573-2512
WEB SITE: <http://www.kylocalgov.com>