

**CITY OF DAYTON, KENTUCKY
ORDINANCE 2025#3**

AN ORDINANCE AMENDING CHAPTER 50 OF THE CITY OF DAYTON CODE OF ORDINANCES, TITLED “GARBAGE,” TO REFLECT CHANGES TO THE CITY’S SOLID-WASTE REMOVAL AND RECYCLING POLICIES AS A RESULT OF THE CITY’S NEW SOLID-WASTE AND RECYCLING CONTRACT WITH RUMPKE OF KENTUCKY, INC., INCLUDING THE IMPOSITION OF CIVIL FINES FOR FAILURE TO COMPLY WITH THE TERMS OF THE ORDINANCE.

WHEREAS, the City of Dayton, Kentucky (“City”) has contracted with Rumpke of Kentucky, Inc. to provide solid-waste disposal and recycling services in the City; and

WHEREAS, the City needs to amend Chapter 50, titled “Garbage,” of the Code of Ordinances to reflect this new contract and to impose civil fines for violations of this Chapter.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE DAYTON CITY COUNCIL AS FOLLOWS:

The City of Dayton Code of Ordinances – specifically, Title V: Public Works, Chapter 50, Garbage -- is hereby amended in its entirety as follows.

§ 50.01 PURPOSE.

The purpose of this chapter is to regulate solid-waste disposal and recycling in the city. It is intended to make all persons within the City responsible for contributing to the public cleanliness of the city to promote the public health, safety, and welfare of the City and to protect the economic interests of citizens against unsanitary, unsafe, and unsightly conditions. It is further the intent of this subchapter to protect citizens from a health and safety menace and the expense associated with solid-waste removal and recycling.

§ 50.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“ASHES.” The residue resulting from the burning of wood, coal, cote, or other combustible material.

“CITY.” City of Dayton, Kentucky.

“DISPOSAL.” The storage, collection, disposal, or handling of refuse or garbage.

“DUMPSTER. Dumpster means a specially constructed, removable waste container of any size designed to be mechanically picked up, dumped, and/or transported by a specially constructed vehicle designed for that purpose.

“FRANCHISEE.” The solid-waste removal and recycling provider with which the City has contracted, which, as of July 1, 2025, is Rumpke of Kentucky, Inc., which is referred to as “PROVIDER.”

“GARBAGE.” All animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of foods.

“RECYCLE” or “RECYCLING.” “Recycle” or “recycling” means the process of collecting, sorting, cleaning, treating, and reconstituting materials that would otherwise become solid waste and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

“PREMISES.” A platted lot or part thereof or unplatted lot or parcel of land or plat of land, either occupied with a dwelling or other structure or unoccupied, and includes any such building or part thereof, accessory structure, or other structure thereon.

“PROVIDER” or “SOLID-WASTE PROVIDER.” See “FRANCHISE.”

“RESIDENT.” The owner or his, her, or its agent, or the occupant of any real estate located within the City.

“REFUSE.” All solid wastes, except body wastes and garbage, and shall include ashes and rubbish.

“RUBBISH.” Glass, metal, paper, plant growth, wood or nonputrescible solid wastes.

“SOLID WASTE.” All garbage, refuse, rubbish,

“TOTER.” A solid-waste container on wheels with an attached lid supplied by the City’s franchisee in one three sizes: a 95-gallon container, a 65-gallon container, or a 35-gallon container.

§ 50.03 OWNER AND OCCUPANT BE RESPONSIBLE FOR REAL PROPERTY.

(A) A resident (owner and/or occupant) shall be responsible for the sanitary condition of the premises owned or occupied by them, including, but not limited to, the removal of solid-waste from the premises. It shall be unlawful for any person to place, deposit, or allow to be placed or deposited on any premises any refuse, garbage, or rubbish, except as designated by the terms of this Chapter.

(B) All refuse and garbage shall be drained free of liquids before disposal. Garbage shall be placed in plastic garbage bags, paper containers, or similar material before being placed in toters for solid-waste removal.

(C) All cans, bottles, or other food containers shall be rinsed free of food particles and drained before disposal or recycling, if such items are appropriate for recycling.

(D) Rubbish shall be either placed in approved containers, or cut and baled, tied, bundled, stacked, or packaged so as not to exceed thirty-six (36) inches in length and thirty (30) pounds in weight.

(E) Private property owners and/or their tenants shall not place out for collection or otherwise place in the public right-of-way any rubbish, clothing, mattresses, box springs, cushions, carpets, or other items unless the items are completely encapsulated so as to cover and securely envelop item in plastic.

§ 50.04 SOLID-WASTE AND RECYCLING TOTERS REQUIRED.

(A) The City's solid-waste provider will provide City residents with city-issued trash toters to hold all solid waste and recycling accumulated in or upon the premises of the residents. City-issued trash toters shall remain in or on the premises in which the resident lives, and if a resident vacates the premises or a dwelling thereon, the solid-waste toter shall stay with that dwelling. Trash toters shall contain bagged trash only. No loose garbage or trash will be allowed to accumulate in a resident's trash toter. Trash toters must have the lid(s) closed at all times and the contents of the toters must be inaccessible to animals and insects. Trash toters for collection shall be placed upon resident's premises or adjacent right-of-way next to a street or ally, if trash is collected from the alley. Trash toters must be easily accessible to the City's solid-waste and recycling provider. If toters are not maintained in accordance with this paragraph, then this resident will be in noncompliance with this ordinance. A Code Enforcement Officer shall have the final authority to determine whether or not a resident's container complies with this ordinance.

(B) The City's franchisee will provide one 95-gallon trash toter and one 65-gallon recycling toter to residents on or around July 1, 2025. If residents wish to use smaller toters, they must contact the franchisee to request the smaller toters.

(C) Residents must use the toters supplied by the franchise, but they may use additional garbage containers with these toters if the need arises. The resident-supplied toters must not be larger than

95 gallons and must be made of a durable, water-tight, rust-resistant material having a tight lid and handles to facilitate collection and these containers must be maintained in good condition.

§ 50.05 PREPARATION OF REFUSE AND GARBAGE.

(A) It shall be unlawful to permit the accumulation of residue of liquids, solids, or a combination of such material on the bottom or sides of totes or containers. The interior of totes and containers shall be kept clean by the resident thorough rinsing and draining as often as necessary.

(B) Residents may dispose of one large item, such as an appliance or piece of furniture, each week. If appliances with freon or other coolants are being disposed of, these coolants must be properly removed by a certified professional with a sticker on it showing the certification of the coolant removal. Appliances without this certification will not be disposed of by the City's franchisee.

(C) Resident should stack and bind sticks or wood bundles with string, rope, or wire for disposal in length no greater than five (5) feet.

(D) Materials not enclosed in a tote or other container shall not be more than five (5) feet in length or 18 inches in diameter, and these materials should not weigh more than seventy-five (75) pounds.

§ 50.06 UNAUTHORIZED REFUSE AND GARBAGE.

It shall be unlawful to store or set out for collection the following types of garbage, refuse, rubbish or large items:

(A) Dangerous materials or substances, such as poisons, acid, caustics, infected materials, and explosives;

(B) Materials resulting from the repair, excavation, or construction of buildings or structures, such as earth, plaster, mortar, concrete, roofing material, lumber, plumbing fixtures, and other similar materials;

(C) Materials that have not been prepared for collection in accordance with the provisions of city ordinances;

(D) Solid waste resulting from industrial processes;

(E) Human or animal body wastes;

(F) Medical waste, including, but not limited to, needles, syringes, blood, plasma, and bones;

(G) Tires; and

(H) Other waste as prohibited by federal, state, or local laws and regulations.

§ 50.07 STORAGE OF REFUSE AND GARBAGE.

(A) Residents shall place and keep all refuse and/or garbage and recycling in the solid-waste and recycling totes provided by the City's franchisee.

(B) Totes and other containers shall not be placed on the street right-of-way prior to 6:00 p.m., on the day immediately before scheduled collections, and shall be removed to the premises before 11:30 a.m., local time, the day immediately following scheduled collections.

(C) It shall be unlawful to place refuse or garbage in any street, alley, or any other public place, or upon private property, whether owned or not, unless the refuse or garbage is placed in an approved container.

(D) Garbage and refuse must fit inside the container to allow sufficient room for the lid of the container to close completely.

(E) Residents shall encapsulate and securely wrap in plastic any upholstered furniture, mattresses, pillows, cushions, box springs and similar items stored outside of a completely enclosed structure or placed out for collection or otherwise placed in the public right-of-way.

§ 50.08 COLLECTION PRACTICES.

(A) For the purpose of collection, totes and containers shall be placed at ground level so that they are readily accessible to the collector. They shall be on the side of the street from which collection is to be made.

(B) Notwithstanding the provisions of division (A) of this section, commercial and industrial establishments, or other persons may, by contract with the provider, place dumpsters or other containers at agreed places upon their premises.

(C) Commercial and industrial businesses and multi-family residential complexes with more than 10 residential units may contract with the City's provider or other providers for dumpsters serving their properties.

§ 50.09 UNSCHEDULED SET OUT.

It shall be unlawful to set out garbage totes, containers, or other refuse, rubbish, or large items outside of the authorized schedule collection day as set forth in § 50.07(B) unless special collection arrangements have been made in advance with the franchisee. In no event, shall garbage, refuse, rubbish or other large items be set out for more than twenty-four (24) hours before the special collection arrangement time.

§ 50.10 WASTE COLLECTION SERVICE FEE.

(A) For the purposes of this section of the ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“COMMERCIAL UNIT.” A principal non-residential building space of any size occupied or designed for occupancy by an individual non-residential business or public or private enterprise.

“OWNER OF IMPROVED REAL ESTATE.” The titleholder of record.

“PERSON, FIRM, OR CORPORATION DOING BUSINESS IN THE CITY OF DAYTON, KENTUCKY.” The person, firm, or corporation in whose name the occupational license fee for said business is registered.

“RESIDENTIAL UNIT.” A principal residential space occupied or designed for occupancy for residential purposes.

(B) There is hereby levied and imposed upon the owners of improved real estate in the City of Dayton, Kentucky and upon persons, firms, and corporations doing business in the City of Dayton, Kentucky, a waste collection service fee as follows:

(1) For each resident receiving residential trash and recycling collection service in the City, the sum of two-hundred-seventy dollars (\$270) per year, subject to annual cost-of-living increases, payable as stated herein.

(2) For each business or commercial unit disposing of solid waste on average in excess of ten (10) 95-gallon toters per week shall contract directly with and pay directly to a private waste collection service.

(C) The City shall impose a franchise fee in the amount of 10 percent of the waste fee set forth in paragraph (B)(1) above to cover the administrative services for invoicing these bills and administering this solid-waste contract with franchisee.

(D) This waste collection service fee provided by this section shall be added to the yearly ad valorem tax bill for the said property and shall be collected on or before the date due for such ad

valorem taxes. All waste collection service fees remaining unpaid after such date shall be deemed delinquent and shall be subject to the same penalty as set for delinquent ad valorem taxes for the same year in addition to any other penalty provided under this chapter. Furthermore, delinquent waste collection fees may be collected by the City Attorney in civil suit against the responsible party if all other methods of collection fail in any manner allowed by law.

(E) All proceeds collected under this section shall be paid into a separate fund to pay for the collection of waste, collection of debris, upkeep and cleanliness of the city and its properties and associated administrative costs.

§ 50.11 DUMPSTER USER FEE.

(A) Each and every resident of the city having refuse materials created in the city of a nature and size not accepted by the city's residential waste contractor, may have use of the city dumpster for the discharge of said materials provided that: (a) the materials do not include grass, weeds, trees or other biodegradable yard materials; (b) the materials are not of a toxic or hazardous nature; and (c) the materials will be accepted by the city's trash hauler.

(B) Each such qualified person shall make written application in person at the city business office between 9:00 a.m. and 3:30 p.m. to the City Clerk/Treasurer stating his or her name and address, the address of the property at which he or she resides, the date and time that materials will be transported to the dumpster, that the refuse material was created in the city, the amount of the material and the kind of material proposed for discharge. The City Clerk/Treasurer may request proof of any of the information requested and may request verification by the City Inspector that the refuse materials were created in the city and are acceptable.

(C) Upon satisfaction that the user meets the requirement, the City Clerk/Treasurer shall charge zero dollars (\$0.00) for the first 96 cubic feet of materials, or portion thereof, per residence, and

collect a fee of forty-five dollars (\$45.00) for each additional ninety-six (96) cubic feet of materials or portion thereof. The City Clerk/Treasurer shall issue the user a receipt stating the amount of materials, type of materials, date and time of discharge, and amount paid.

(D) The resident shall take the receipt, along with the materials to the dumpster site and present the receipt to the Superintendent of Public Works or his or her designee who shall inspect the materials and certify that the type of materials are acceptable and that the amount of materials does not exceed that stated in the receipt. Upon such finding, the user may discharge the materials into the city dumpster.

(E) All funds collected by the city shall be placed in the special fund created under § 50.10(D).

§ 50.99 ENFORCEMENT

(A) Dayton Code Enforcement Department shall have authority to enforce this subchapter of the City of Dayton, Kentucky, Code of Ordinances.

(B) Violations of this Code subchapter are civil offenses, which may be enforced through the City's Code Enforcement Board, pursuant to the provisions of Chapter 38 of the Code.

(C) Any person, firm, corporation, or titled owner who violates a provision in this Chapter shall be subject to a civil fine of not less than fifty dollars (\$50.00) per day per violation, but not more than one hundred dollars (\$100.00) per day per violation for the first thirty (30) days if the violation(s) remains uncorrected, and thereafter, a civil fine of not less than one hundred dollars (\$100.00) per day per violation, but not more than two hundred fifty dollars (\$250.00) per day per violation, until the violation(s) are corrected. The city may also recover any costs it incurs in abating the violation(s).

(D) Each day a violation continues after due notice has been served shall be deemed a separate offense, up to a maximum of five thousand dollars (\$5,000.00) per citation. The Code Enforcement

Officer may suspend daily fines if a resident submits documentation or provides other substantial evidence showing it has taken action to remediate the code violation(s). If so, the Code Enforcement Officer shall enter a written notation in the case file outlining the remediation efforts undertaken and the date on which the daily fines were suspended. The Code Enforcement Officer may revoke the suspension if, in his or her opinion, remediation efforts at the property have discontinued; this revocation also shall be recorded in the case file.

This ordinance shall be in full force and effect from and after its adoption, approval, and publication as is required by law.

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

First Reading: June 10, 2025

Second Reading: _____

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDER-RESOLUTION NO. 2025#14R**

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH THE KENTUCKY TRANSPORTATION CABINET TO CONSTRUCT PHASE II AND PHASE III OF THE RIVERFRONT COMMONS RIVER'S-EDGE HIKING AND BIKING TRAIL IN AN AMOUNT NOT EXCEED \$2,013,904, 80 PERCENT OF WHICH IS PAYABLE FROM A FEDERAL SNK GRANT AND 20 PERCENT OF WHICH IS PAYABLE FROM CITY OF DAYTON'S FY2025-26 CAPITAL IMPROVEMENT FUND.

WHEREAS, the City of Dayton, Kentucky ("City") applied for and received a federal SNK grant ("Federal Funding") awarded by the Federal Highway Administration ("FHWA") through the Kentucky Transportation Cabinet ("KYTC") to design and construct Phase II and Phase III of the Riverfront Commons river's-edge hiking and biking trail ("Project"); and

WHEREAS, KYTC is charged with administering Federal Funding for the Project; and

WHEREAS, FHWA and KYTC previously entered agreements with the City to provide Federal Funding for this Project in an amount that does not exceed \$2,013,904, of which 20 percent will be paid by the City under a cost-share agreement with FHWA and KYTC, and the City has budgeted \$402,780 for its share of the Project in its FY 2025-26 budget; and

WHEREAS, FHWA and KYTC has asked the City to enter into a Supplemental Agreement No. 1 that includes a Scope of Work and Budget Summary for the Project and Supplemental Agreement No. 2 that modifies the terms and conditions of the original May 2, 2019, agreement between the parties, all of which are attached hereto as Exhibit "A" and made by reference a part hereof as if fully rewritten herein (collectively "Agreements"); and

WHEREAS, the City hereby agrees to undertake and complete the work described in the Agreements.

**NOW, THEREFORE, IT IS HEREBY ORDERED AND RESOLVED BY THE
CITY OF DAYTON, KENTUCKY, AS FOLLOWS:**

The Board of the City Council of the City of Dayton, Kentucky, hereby authorizes the Mayor to enter into a contract and other related documents with the Commonwealth of Kentucky Transportation Cabinet for construction of Phase II and Phase III of the Riverfront Commons river's-edge hiking and biking trail project in the total amount not exceed \$2,013,904, of which 20 percent will be paid by the City as its cost-share amount under Supplemental Agreement No. 1 and Supplemental Agreement No. 2 with KYTC. The City's portion of the Project, in an amount not to exceed \$402,780, shall be paid from the City's capital improvement fund in the FY 2025-26 budget, which was approved by City Council on June 10, 2025. A copy of the above-referenced Agreements is attached hereto as Exhibit "A" and made by reference a part hereof as if fully rewritten herein.

ADOPTED: July 8, 2025

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing, including attached Exhibit "A", is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on July 8, 2025, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2025.

Tristan Klein
City Clerk

EXHIBIT "A"

**AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF DAYTON
DAYTON RIVERFRONT COMMONS- EASTERN TRAIL/ ITEM NO. 06-00462.00
FEDERAL PROJECT NUMBER 3002-355
SUPPLEMENTAL AGREEMENT NO. 1
\$2,013,904 FEDERAL SNK FUNDS**

WHEREAS, the Federal Highway Administration (FHWA), through the Commonwealth of Kentucky Transportation Cabinet (CABINET) and the City of Dayton (RECIPIENT) entered into an agreement on February 15, 2022 wherein the Cabinet approved \$75,630 in reimbursable federal funding for the Design Phase of the City of Dayton Riverfront Commons- Phase 3 Eastern Trail Project (PROJECT), known as Federal Project Number 3002-355 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

WHEREAS, these same two parties entered into a May 2, 2019 Agreement (\$126,000 in reimbursable federal funds for the Design Phase) and a June 20, 2022 Supplemental Agreement (\$760,000 for the Construction Phase) of the Project for the Riverfront Commons Project Phase 2 Segment known as Federal Project number 3002-453 and Item No. 06-00453.00,

WHEREAS, the RECIPIENT did not receive adequate bids for the Construction of Phase 2 of the Project and has requested to combine the contiguous Phases 2 and 3 of the Dayton Riverfront Commons Project under Federal Number 3002-355/ Item No. 06-00462.00 for the continuation of the PROJECT,

WHEREAS, the FHWA through the CABINET has transferred the \$760,000 previously authorized for the 06-00453.00 Phase 2 segment and obligated an additional \$1,253,904 for the Construction Phase of the combined segments,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2026 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed an additional \$2,013,904 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to transfer \$760,000 from federal number 3002-332 to 3002-355 and to accept up to an additional \$1,253,904 in Federal reimbursement funding available as authorized for the Construction Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds (\$522,383.50), and any

costs in excess of \$2,517,380 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT has agreed to make available up to \$10,000 of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the RECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The

CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The

RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, *(In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction

of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior

to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from re-advertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 26. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 27. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 28. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 29. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 30. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 6 Chief District Engineer in Covington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 31. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by

the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 32. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 33. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 34. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPIENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 35. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than \$750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized

representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 36. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 37. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The RECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 38. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 39. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 40. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 41. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 42. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 43. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

Section 45. Terms and Conditions. All other terms and conditions of the Original February 15, 2022 Agreement shall remain the same and in effect.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

Attorney

Jim Gray, Secretary

Date: _____

Date: _____

CITY OF DAYTON:

Approved as to form and legality:

Attorney

Ben Baker, Mayor

Date: _____

Date: _____

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
CITY OF DAYTON
CITY OF DAYTON RIVERFRONT COMMONS PROJECT/ ITEM NO 06-00453.00
FEDERAL PROJECT NUMBER 3002-332
SUPPLEMENTAL AGREEMENT NO. 2**

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (CABINET) and the City of Dayton (RECIPIENT) acting as Supplemental Agreement No. 2 to the Agreement entered into between the parties dated May 2, 2019 for the Riverfront Commons Project (PROJECT):

WHEREAS, the CABINET and the RECIPIENT entered into an agreement on May 2, 2019 wherein the Federal Highway Administration (FHWA) through the Cabinet approved \$126,000 in reimbursable federal funding for the Design Phase of the City of Dayton Riverfront Commons Project (PROJECT), known as Federal Project Number 3002-332 and the applicable Assistance Listing Number is 20.205-Highway Planning and Construction,

WHEREAS, these same two parties entered into Supplemental Agreement No. 1 on June 20, 2022 wherein the FHWA through the CABINET approved an additional \$760,000 in reimbursable federal funds for continuation of PROJECT into the Construction Phase,

WHEREAS, the RECIPIENT was unable to advance the PROJECT to Construction due to the Bid responses and determined it is in the best interest of the PROJECT to combine this Phase 2 of the PROJECT with Phase 3 of the PROJECT (known as Federal Number 3002-355 and Item No. 06-00462.00) which are contiguous phases of the overall City of Dayton Riverfront Commons Trail Project,

WHEREAS, the CABINET agrees and through the FHWA has approved the transfer of the \$760,000 Construction Phase funds previously authorized for Federal number 3002-332/ Item No. 06-00453 to Federal number 3002-355/ Item No. 06-00462.00;

NOW THEREFORE, in consideration of the following promises and covenants contained herein the parties hereby agree as follows:

The Budget of the Supplemental Agreement No. 1 is hereby modified as shown on Attachment A. All other terms and conditions of the Original May 2, 2019 Agreement and June 20, 2022 Supplemental Agreement No. 1 shall remain in effect.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers thereunto duly authorized:

Commonwealth of Kentucky Transportation Cabinet:
Approved as to form & legality:

Attorney

Date: _____

Jim Gray, Secretary

Date: _____

City of Dayton:
Approved as to form & legality:

Attorney

Date: _____

Ben Baker, Mayor

Date: _____

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET SUMMARY**

Scope of Work:

RECIPIENT UEI NUMBER: NBRPCER3HDE7

The PROJECT will provide an east/west connection to previously constructed segments of the 11.5 mile regional Riverfront Commons Bicycle & Pedestrian Trail. The purpose of the PROJECT is to improve safety by creating a dedicated multi-use path separating bicycles and pedestrians from vehicular traffic. The PROJECT is listed in the OKI Transportation Improvement Program as 6-462 and the CABINET's Highway Plan as Item Number 06-00462.00.

Note: Design for Phase 2 of the Riverfront Commons Project was done under the project number 06-00453.00. This Supplemental Agreement combines two contiguous phases (the one previously design under the Item No. 06-00453.00 & one designed under Item No. 06-00462.00) into one PROJECT. The original Phase 2 (06-00453.00) had \$760,000 federal STP-SNK Construction Phase funds authorized on 5/18/2022. The City let that project shortly thereafter but bids came in much higher than expected and did not award it to any of the bidders. As design had already commenced for Phase 3 (06-00462.00) of the Project, it was decided to combine the two phases. Construction Phase funds authorized for Phase 2 (06-00453.00), have been transferred to this PROJECT. OKI has already modified the TIP to reflect this movement of funds.

Federal Project End Date: December 31, 2026

Budget:

		Federal Funds	Local Funds	State Match	Total
Original MOA (February 15, 2022)	Design Phase Funding: RECIPIENT Program# 1436801D	\$75,630.00	\$18,907.50	-	\$94,537.50
	Design Phase Funding: Cabinet Program# 1436802D	\$10,000.00	-	\$2,500.00	\$12,500.00
Supplemental Agreement No. 1 (Current)	Construction Phase Funding: RECIPIENT Program# 1436801C	\$2,013,904.00	\$503,476.00	-	\$2,517,380.00
Design Phase Total for City of Dayton		\$75,630.00	\$18,907.50	-	\$94,537.50
Construction Phase Total City of Dayton		\$2,013,904.00	\$503,476.00	-	\$2,517,380.00
Design Phase Total for Cabinet		\$10,000.00	-	\$2,500.00	\$12,500.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

ATTACHMENT B

ATTACH A RESOLUTION HERE

**ATTACHMENT C
 PERSON IN RESPONSIBLE CHARGE**

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.
2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).
3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.
4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned certifies the designated person in responsible charge will:
 - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
 - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name:	Position with RECIPIENT:
E-mail:	Phone:
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

 Ben Baker, Mayor

 Date

**CITY OF DAYTON, KENTUCKY
ORDER-RESOLUTION NO. 2025-15R**

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MIRACLE OF KY & TN PLAYGROUNDS IN THE TOTAL AMOUNT OF \$200,000 TO SUPPLY AND INSTALL PLAYGROUND EQUIPMENT AT GIL LYNN PARK, \$100,000 OF WHICH IS PAYABLE FROM CITY PARK TAX AND CAPITAL IMPROVEMENT FUNDS AND \$100,000 OF WHICH IS PAYABLE FROM A CONTRIBUTION TO THE CITY FROM DAYTON INDEPENDENT SCHOOLS.

WHEREAS, the City of Dayton, Kentucky (“City”) advertised and accepted Requests for Proposals (“RFP”) to supply and install playground equipment at the City’s Gil Lynn Park; and

WHEREAS, four contractors submitted bids in response to the RFP and City staff reviewed all bids and found that the bid from Miracle of Kentucky and Tennessee Playgrounds to be the best and most responsive bidder.

**NOW, THEREFORE, THE CITY OF DAYTON, KENTUCKY, HEREBY
ORDERS, RESOLVES, AND APPROVES AS FOLLOWS:**

The Board of the City Council of the City of Dayton, Kentucky, hereby authorizes the Mayor to enter into a contract with Miracle of Kentucky and Tennessee Playgrounds in the total amount of \$200,000.00 to supply and install playground equipment, including a large climb and slide structure, a small climb and slide structure, a handicapped-accessible dome climber, a ten spin, and a swing frame with seven swings, including four with belt seats, a tot seat, an inclusive/accessible seat, and a multi-user arch swing. A diagram and rendering of the above-referenced playground equipment is attached hereto as Exhibit “A”, and made by reference a part as if fully written herein.

This amount is payable as follows: \$100,000 from the City’s Park Tax and Capital Improvement Funds and \$100,000 from a contribution to the City from Dayton Independent Schools.

SO ORDERED, RESOLVED, and APPROVED by the City Council of the City of Dayton, Kentucky, on this 8th day of July 2025.

ADOPTED: July 8, 2025

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing, including attached Exhibit "A", is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on July 8, 2025, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2025.

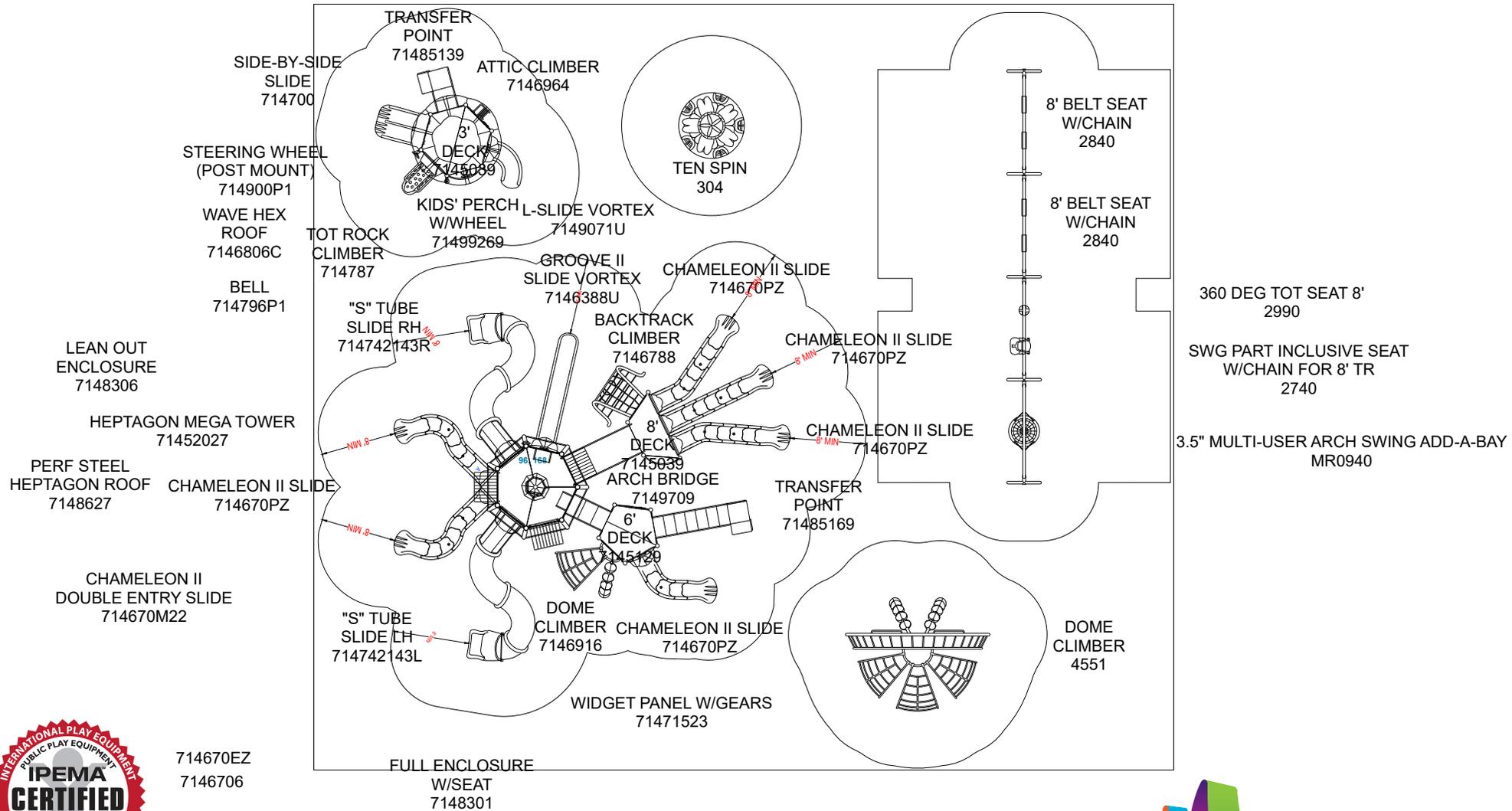
Tristan Klein
City Clerk

EXHIBIT "A"

Dayton, KY

AGE GROUP:	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	19
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	15 REQ'D 10
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	6 REQ'D 3
GROUND LEVEL QUANTITY:	12 REQ'D 6

FOR KIDS AGES
5-12
YEARS



714670EZ
7146706

Miracle of Ky. & Tn.
931 Commerce Drive
Leitchfield, KY
PHONE NO: (800) 251-5578
FAX NO: (270) 230-0210
GROUND SPACE: 83'-6" x 71'-0"
PROTECTIVE AREA: 93'-6" x 83'-6"
DRAWN BY: Josh Wagner
DATE: 6/16/2025

R0078_45824429564	
✓	COMPLIES TO ASTM/CPSC
✓	COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



**CITY OF DAYTON, KENTUCKY
ORDER-RESOLUTION NO. 2025-16R**

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH EATON ASPHALT IN THE AMOUNT OF \$341,303.40 FOR STREET REPAVING WORK AND WITH HENDY CONSTRUCTION IN THE AMOUNT OF \$91,674.00 FOR CONSTRUCTION OF ADA RAMPS IN THE CITY OF DAYTON, PAYABLE FROM MUNICIPAL ROAD AID FUNDS AND CAPITAL SPENDING FUND.

WHEREAS, the City of Dayton, Kentucky (“City”) receives Municipal Road Aid funds from the Commonwealth of Kentucky for road projects within the city; and

WHEREAS, the City advertised and accepted Requests for Proposals to repave certain streets within the City and received bids from two contractors for this work; and

WHEREAS, on Jan. 4, 2022, the City, after completion of an RFP process, contracted with Hendy Construction to provide the City with a per-unit cost bid for future concrete work in the City; and

WHEREAS, the City engineer has reviewed the bids that were submitted for this repaving work and has recommended that the City award this project to Eaton Asphalt, 1075 Eaton Drive, Covington, Ky. 41017, as the best and most responsive bidder.

**NOW, THEREFORE, THE CITY OF DAYTON, KENTUCKY, HEREBY
ORDERS, RESOLVES, AND APPROVES AS FOLLOWS:**

The Board of the City Council of the City of Dayton, Kentucky, hereby authorizes the Mayor to enter into a contract with Eaton Asphalt in the amount of \$341,303.40 to repave these streets:

- 6th Avenue from Clay Street to Main Street
- Main Street from 4th to 7th Avenue
- 5th from Main Street to Boone Street
- 5th from Dayton Avenue to Berry Street
- 5th from Kenton Street to East End
- 4th from Walnut Street to Vine Street

- Berry Street from 6th to 7th Avenue
- Thornton Street from the railroad to 10th Avenue
- Walnut Street from 6th to 9th Avenue
- O'Fallon Avenue from 6th to 9th Avenue (one half)

Furthermore, the Board hereby authorizes the Mayor to enter into a contract with Hendy Construction to install ADA-accessible ramps at the intersections of the above-referenced streets, where needed, in the total amount of \$91,674.00

The combined total amount of this project -- \$432,977.40 -- shall be paid as follows: \$132,977.40 from Municipal Road Aid Funding and \$300,000.00 from the City's Capital Spending Funding, as outlined in the FY 2025-26 budget, which was approved by City Council on June 10, 2025.

SO ORDERED, RESOLVED, and APPROVED by the City Council of the City of Dayton, Kentucky, on this 8th day of July 2025.

ADOPTED: July 8, 2025

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on July 8, 2025, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2025.

Tristan Klein
City Clerk

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2025#17R**

AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CAMPBELL COUNTY FISCAL COURT REGARDING THE SHELTERING OF ANIMALS AT THE CAMPBELL COUNTY ANIMAL SHELTER.

WHEREAS, Campbell County operates the Campbell County Animal Shelter (“Animal Shelter”) and the County has agreed to provide animal sheltering services at this facility to the City of Dayton (“City”), and the City wishes to use the facility for this purpose; and

WHEREAS, Campbell Count and the City wish to enter into a Interlocal Agreement to set forth the terms and conditions, including procedures and costs, at the Animal Shelter.

NOW, THEREFORE, THE CITY OF DAYTON, KENTUCKY, HEREBY ORDERS, RESOLVES, AND APPROVES AS FOLLOWS:

The City Council of the City of Dayton, Kentucky, hereby authorizes the Mayor to enter into an interlocal agreement with the Campbell County Fiscal Agreement to set forth the terms and conditions, including procedures and costs, for animal sheltering services at the Campbell County Animal Shelter. A copy of this interlocal agreement is attached hereto as Exhibit “A” and is made a part hereof and incorporated by reference in this Order/Resolution as if fully rewritten herein.

SO ORDERED, RESOLVED, and APPROVED by the City Council of the City of Dayton, Kentucky, on this 8th day of July 2025.

ADOPTED: July 8, 2025

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing, including attached Exhibit "A", is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on July 8, 2025, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2025.

Tristan Klein
City Clerk

EXHIBIT "A"

INTERLOCAL AGREEMENT

ANIMAL SHELTER SERVICES

This Agreement, entered into this _____ day of _____, 2025, at Campbell County, Kentucky, by and between the Cities of Dayton, Newport, Southgate, and Woodlawn, and the Campbell County Fiscal Court.

WHEREAS, the parties hereto are local government units within Campbell County, Kentucky, and

WHEREAS, Chapter 65 of the Kentucky Revised Statutes permits local governmental units to cooperate with other local governmental units to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the parties determine that it would be efficient to cooperate in providing for the sheltering of animals, and therefore desire to form an agreement pursuant to the provisions of KRS 65.210 through 65.300, et. seq.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

SECTION ONE – BASIC AGREEMENT

This agreement replaces and supersedes all previous agreements executed between the parties related to animal sheltering services or animal services generally.

The County agrees to provide animal sheltering services through Campbell County Animal Services to all Cities that are a party to this interlocal agreement pursuant to the terms and provisions hereof.

The Cities agree to employ their own animal control officer, or contract with another City to use the City's animal control officer and agree that any City Handler will transport any animal to and from the Campbell County Animal Shelter and follow all other provisions of this Agreement.

SECTION TWO– TERM OF AGREEMENT

This agreement shall continue in full force and effect for an unspecified period of time without the need for annual renewal. The agreement may be amended by mutual consent of the parties, in accordance with statutory provisions. Any party may withdraw from this Agreement on July 1st of each year, provided that notice is given to the other party by March 1st. Any withdrawing party that terminates participation under this agreement shall receive no reimbursement.

As consideration for providing animal sheltering services as defined in this Interlocal Agreement, the Cities shall each pay the sum of One Dollar (\$1.00). Said payment shall be due on or before October 1, 2025. This sum shall be consideration for the duration of this Agreement.

SECTION THREE – DEFINITIONS

- A. Animal: any living creature.
- B. City Handler: the City’s Animal Control Officer, Police Officer, and any other City Employee that seizes or transports an animal to and from the County’s animal shelter.

SECTION FOUR – ANIMAL SHELTER PROCEDURES

A. Animal Services Operation Manual

The Cities agree that they will abide by any and all intake procedures adopted by the County. The County’s intake procedures are incorporated by reference as outlined in the Campbell County Animal Services Operations Manual and the Campbell County Animal Control Standard Operating Procedures. These documents are hereby incorporated into this Agreement by reference. The parties agree to abide by the terms and conditions of these documents.

Pertinent procedures and policies are further defined below.

B. Intake Procedures.

The intake procedures, include but are not limited to:

- (1) The City Handler must complete and submit the following forms at intake:
 - a. For any stray animal: Field Return to Home Affidavit and Stray Relinquishment contract
 - b. For any other seized animal: Intake Affidavit
- (2) If an animal is found by another individual, the City Handler must obtain a license or other identification or identifying information (i.e., name, social security number, and address) from the finder.

Acceptance of animals is at the sole discretion of the County.

The County shall provide the Cities with a copy of the most recently adopted intake procedures on July 1st of each year. Should the intake procedures be subsequently amended by the County, a copy of the updated intake procedures shall be provided to the City of Newport within fifteen (15) days of their adoption.

C. TNR Surgery Billing

TNR surgeries for animals covered by this agreement and seized by the City Handler will be scheduled by the Cities and paid for by the Cities. The County is not responsible for the costs of the TNR surgeries. The costs of TNR surgeries needed for injured animals or other animals seized by the City Handler will also be paid for by the Cities.

County will only accept animals for TNR surgeries that are brought in directly by residents of the Cities and the County will cover the cost of these surgeries.

D. Vetting Procedures and Costs

The City Handler shall take any animal that appears to be injured or sick at the time of seizure and/or impoundment to a veterinarian prior to intake at the Animal Shelter. If an animal is seized by the City Handler in relation to an individual charged with animal cruelty or neglect, the animal shall also be taken to a veterinarian prior to intake at the Animal Shelter. Any veterinarian expenses shall be paid by the City. Any veterinarian plan of care and medication must be provided to the County at the time of intake.

The County has the sole discretion to require an animal to be picked up and taken to a veterinarian after initial intake.

E. Owner Surrender of Animals

Owner surrender of animals must be scheduled directly by the owner. The Cities are not permitted to take custody of any animal surrender by the owner and bring the animal to the County for sheltering services.

If the City Handler brings an owner surrender animal to the County's animal shelter, the County has the sole discretion to require the City Handler to pick the animal up and return the animal to the owner so that the owner surrender can be properly scheduled.

F. Euthanasia.

Pursuant to KRS 321.207(4)(d) the County will not accept any owned animals for the purpose of euthanasia. This includes animals that are held for a rabies quarantine. If euthanasia is necessary and the Owner is known, the Owner must pick up the animal and transport the animal to a veterinarian for euthanasia.

SECTION FIVE - INDEMNIFICATION

The Cities agree to protect, defend, hold harmless, and indemnify (collectively "Indemnify" and "Indemnification") the County, and its respective successors, assigns, directors, officers, employees, agents, and affiliates (collectively "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses, including but not limited to reasonable attorneys' fees and costs (collectively "Claims"), actually or allegedly, directly or indirectly, arising out of or related to (1) the seizure of any animal by the City Handler; (2) the transportation of the seized animal by the City Handler; or (3) related to any term or condition of this Agreement.

SECTION SIX – MISCELLANEOUS PROVISIONS

A. Prior Agreements. This agreement supersedes all other agreements between the parties and this agreement contains all the covenants and agreements between the parties with respect to this contract.

- B. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- C. **Amendment.** This agreement may only be amended by the mutual agreement of the parties in writing and attached to and incorporated into this agreement.
- D. **Assignment.** This agreement may not be assigned by either party. This Agreement is only for the benefit of the parties listed in this Agreement and the enforcement of it is limited to the parties. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.
- E. **Captions and Headings.** The captions and headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.
- F. **Force Majeure.** Neither the County or the Cities listed in this Agreement shall have any responsibility or liability to the provisions of this Agreement for the delay or default caused by war, riot, fire, acts of God or other causes beyond their reasonable control; but, upon the cessation of such cause, each of them shall diligently pursue the performance of those provisions delayed or precluded by such cause.
- G. **Waiver.** No consent to or waiver by either the County or the Cities listed in this Agreement of any breach or default of any provision of this Agreement, whether express or implied, shall constitute or be interpreted as a consent to, waiver.
- H. **Severability.** In the event that any one or more of the provisions of this Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid, and unenforceable or this Agreement shall be reformed, interpreted, and construed as if such provision or part of a provision had never been included in this Agreement.
- I. **Cost of Care.** To the extent any statute or ordinance provides that the owner of animal is responsible for reimbursing the City for any costs associated with providing care to a seized animal, the collection of said reimbursement of costs shall be assigned to the Campbell County Fiscal Court, less any actual costs expended by the Cities.
- J. **Restitution.** To the extent restitution is ordered by the District Court or Circuit Court to the City for any costs associated with providing care to a seized or impounded animal, said restitution shall be assigned to the Campbell County Fiscal Court, less any actual costs expended by the Cities.

In witness whereof, each party hereto, through its duly authorized agent pursuant to affirmative action from each respective legislative body.

CITY OF:

BY _____
Mayor

Date

CAMPBELL COUNTY FISCAL COURT

BY _____
Judge/Executive

Date

APPROVAL OF THE KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT

Pursuant to KRS 65.260, The Department of Local Government of the Commonwealth of Kentucky hereby determines that this Agreement is in proper form and compatible with the laws of the Commonwealth of Kentucky.

Commonwealth of Kentucky
Department of Local Government

By: _____

Title: _____

Date: _____