

**CITY OF DAYTON, KENTUCKY  
ORDINANCE 2025#4**

AN ORDINANCE AMENDING CHAPTER 38 OF THE CITY OF DAYTON CODE OF ORDINANCES, TITLED “CODE ENFORCEMENT BOARD,” TO UPDATE THE ORDINANCE TO PROVIDE MORE CLARITY TO ORGANIZATIONAL AND REGULATORY REQUIREMENTS IN THE ORDINANCE.

WHEREAS, the City of Dayton, Kentucky (“City”) enacted an ordinance creating a Code Enforcement Board and setting forth rules and regulations for enforcement of this ordinance; and

WHEREAS, the City wishes to amend Chapter 38, titled “Code Enforcement Board,” of the Code of Ordinances to update the ordinance and make changes to improve the clarity of this ordinance.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE DAYTON CITY COUNCIL AS FOLLOWS: The City of Dayton Code of Ordinances – specifically, Title III: Administration, Chapter 38, Code Enforcement Board -- is hereby amended in its entirety as follows.

**CHAPTER 38: CODE ENFORCEMENT BOARD**

**§ 38.01 DEFINITIONS.**

The definitions set forth in KRS 65.8805 and KRS 65.8840 are incorporated as though set forth fully herein.

**§ 38.02 CODE ENFORCEMENT BOARD; ESTABLISHMENT AND MEMBERS.**

There is hereby created pursuant to KRS 65.8801 to KRS 65.8839, a Code Enforcement Board which shall be composed of five (5) members, all of whom shall be residents of the city for a period of at least one (1) year prior to the creation of the board and shall reside there throughout the term in office.

**§ 38.03 ENFORCEMENT POWERS.**

(A) The Code Enforcement Board shall have the power to issue remedial orders and impose civil fines as a method of enforcing city ordinances when a violation of the ordinance has been classified as a civil offense.

(B) The Code Enforcement Board shall not have the authority to enforce any ordinance the violation of which constitutes a criminal offense under any provision of the Kentucky Revised Statutes, including specifically, any provision of the Kentucky Penal Code and any moving motor vehicle offense. However, the Code Enforcement Board may impose civil fines criminal activity that constitutes a public nuisance under § 99.02 of the City of Dayton Code of Ordinances.

**§ 38.04 APPOINTMENT OF MEMBERS; TERM OF OFFICE; VACANCIES; REMOVAL FROM OFFICE; OATH; TRAINING.**

(A) Appointment. Members of the Code Enforcement Board (“Board”) shall be appointed by the executive authority of the city, subject to the approval of the legislative body.

(B) Number of Board members and their terms of office.

(1) The Board shall consist of five members and their terms shall be staggered as follows for initial appointments to the board as follows:

- (a) One (1) member of the Board shall be appointed for a term of one (1) year;
- (b) Two (2) members of the Board shall be appointed for a term of two (2) years; and
- (c) Two (2) members of the Board shall be appointed for a term of three (3) years.

(2) All subsequent appointments to the Board shall be for a term of three (3) years. A member may be reappointed, subject to the approval of the legislative body and any term limitations placed upon these appointments.

(C) Alternate members. The executive authority may appoint, subject to the approval of the legislative body, two (2) alternate members to serve on the Board in the absence of regular members. Alternate members shall meet all of the qualifications and shall be subject to all of the requirements that apply to regular members of the Board.

(D) Vacancies. Any vacancy on the Code Enforcement Board shall be filled by the executive authority, subject to approval of the legislative body within sixty (60) days of the vacancy. If the vacancy is not filled within that time period, the remaining board members shall fill the vacancy. A vacancy shall be filled for the remainder of the unexpired term.

(E) Removal from office. A Board member may be removed from office by the executive authority for misconduct, inefficiency, or willful neglect of duty. The executive authority shall submit a written statement to the member and the legislative body setting forth the reasons for removal. The member so removed shall have the right of appeal to the Campbell Circuit Court.

(F) Oath. All members of the Code Enforcement Board must, before entering upon the duties of their office, take the oath of office prescribed by Section 228 of the Kentucky Constitution.

(G) Members disallowed to hold other positions with the city. No member of the Board shall hold any elected or nonelected office, paid or unpaid, or any position of employment with the city.

### **§ 38.05 ORGANIZATION OF BOARD; MEETINGS; QUORUM.**

(A) Chair. The Code Enforcement Board shall annually elect a chair from among its members. The chair shall be the presiding officer and a full voting member of the board. If the chair is not present, the board shall select one of its members to preside in place of and exercise the powers of the chair.

(B) Meetings. Meetings of the Board shall be held as necessary on the second and fourth Monday at 5:30 p.m. at the 625 Second Avenue, Dayton, Kentucky, to enforce all civil offenses established by the Dayton Code of Ordinances. Meetings other than those regularly scheduled shall be special meetings or emergency meetings held in accordance with the requirements of the Kentucky Open Meetings Act.

(C) Open meetings. All meetings and hearings of the board shall be held in accordance with the requirements of KRS 65.8815(5) and the Kentucky Open Meetings Act.

(D) Quorum. The presence of at least a majority of the Code Enforcement Board's entire membership and/or alternate membership shall constitute a quorum. The affirmative vote of a majority of a quorum of the board shall be necessary for any official action to be taken.

(E) Minutes. Minutes shall be kept for all proceedings of the board and the vote of each member on any issue decided by the board shall be recorded in the minutes.

(F) Clerical and administrative assistance. The city shall provide clerical and administrative personnel as reasonably required by its Code Enforcement Board for the proper conduct of its duties.

### **§ 38.06 CONFLICT OF INTEREST.**

Any member of the board who has any direct or indirect financial or personal interest in any matter to be decided shall disclose the nature of the interest and shall disqualify himself from voting on the matter in which he has an interest and shall not be counted for purposes of establishing a quorum.

### **§ 38.07 POWERS OF THE CODE ENFORCEMENT BOARD.**

The Code Enforcement and Nuisance Board shall have the following powers and duties:

(A) To adopt rules and regulations to govern its operations and the conduct of its hearings.

(B) To conduct hearings to determine if there has been a violation of an ordinance over which it has jurisdiction.

(C) To subpoena alleged violators, witnesses and evidence to its hearings. Subpoenas issued by the Code Enforcement Board may be served by any Code Enforcement Officer.

(D) To take testimony under oath. The chair shall have the authority to administer oaths for the purpose of taking testimony.

(E) To make findings of fact and issue orders necessary to remedy any violation of a city ordinance or code provision which the board is authorized to enforce.

(F) To impose civil fines, as authorized, on any person found to have violated an ordinance over which the board has jurisdiction.

### **§ 38.08 ENFORCEMENT PROCEEDINGS.**

The following requirements shall govern all enforcement proceedings before the Board:

(A) Enforcement proceedings before the Code Enforcement and Nuisance Board shall only be initiated by the issuance of a citation by a Code Enforcement Officer.

(B) If a Code Enforcement Officer reasonably believes, based on his or her personal observation or investigation, that a person has violated a city ordinance, he or she may, in his or her discretion, issue a notice of violation to the offender allowing the offender a specified period of time to remedy or abate the violation without a civil fine. If the offender fails or refuses to remedy a

notice of violation within the time specified, the Code Enforcement Officer is authorized to issue a citation.

(C) Nothing in this chapter shall prohibit the city from taking immediate action to remedy a violation of its ordinances by issuing a citation to a property owner for violation(s) of city ordinances.

(D) The Code Enforcement Officer may issue the citation by:

(1) Personal service to the alleged violator; or

(2) Leaving a copy of the citation with any person eighteen (18) years of age or older who is on the premises, if the alleged violator is not on the premises at the time the citation is issued; or

(3) Mailing a copy of the citation by regular, first-class mail to the last known recorded mailing address of the alleged violator. For purposes of this ordinance, “the last known recorded mailing address” is defined as the address recorded with the Campbell County Clerk’s Office and identified on the website of the Campbell County Property Valuation Administrator’s Office; or

(4) If, in the exercise of reasonable diligence, the issuance of a citation using the methods set forth in paragraphs (1) to (3) of this subsection is not possible or to supplement service of one of these aforementioned methods to the alleged violator, then the citation is properly served by posting a copy of the citation in a conspicuous place on the premises.

(E) The citation issued by the Code Enforcement Officer shall contain the following information:

(1) The date and time of issuance;

(2) The name and address of the person to whom the citation is issued;

(3) The date and time the offense was committed;

(4) The facts constituting the offense;

(5) The section of the code or the number of the ordinance violated;

(6) The name of the Code Enforcement Officer;

(7) The civil fine that will be imposed for the violation if the person does not contest the citation;

(8) The maximum civil fine that may be imposed if the person elects to contest the citation;

(9) The procedure for the person to follow in order to pay the civil fine or to contest the citation; and

(10) A statement that if the person fails to pay the civil fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have waived the right to a hearing before the Code Enforcement Board to contest the citation and that determination that a violation was committed shall be final and the alleged violator shall be deemed to have waived the right to appeal the final order to the District Court. (11) If a Notice of Appeal is sent to the City by regular U.S. mail, the city shall determine the filing date of the Notice of Appeal to be the date of the postmark on the envelope in which the Notice of Appeal was sent to the City Clerk’s Office. If a

Notice of Appeal is deposited in the city's drop box in front of the Clerk's Office after 5 p.m. on a weekday or on a weekend or city holiday, then the City will determine that the filing date of the Notice of Appeal is the next day that the City Clerk's Office is open for business.

(F) After issuing a citation to an alleged violator, the Code Enforcement Officer shall notify the Code Enforcement Board by delivering the citation to City Clerk/Treasurer. The Code Enforcement Officer or the Code Enforcement Board may also elect to provide notice of the issuance of the citation to any lienholder with an interest in the subject property.

(G) A response to a citation is required; Code Enforcement Board may issue a final order for failure to respond to a citation.

(1) When a citation is issued, the person to whom the citation is issued shall respond to the citation within seven (7) days of the date the citation is issued by either paying the civil fine set forth in the citation or requesting a hearing before the Code Enforcement Board to contest the citation. If a person wishes to appeal a citation to the Code Enforcement Board, the person must submit the appeal in writing. KRS 65.8825(6). (See Code Enforcement Board Notice of Appeal at <https://daytonky.com/wp-content/uploads/2025/04/Code-enforcement-appeal-form-fillable.pdf>).

(2) If the person fails to respond to the citation within seven (7) days, the person shall be deemed to have waived the right to a hearing to contest the citation and the determination that a violation was committed shall be considered final. In this event, the citation, as issued, shall be deemed a final order determining that the violation was committed and imposing the civil fine as set forth in the citation, and the person shall be deemed to have waived the right to appeal the final order to District Court.

(3) Notice of a final order shall be provided to the cited violator by:

- (a) Regular first-class mail; or
- (b) Certified mail, return receipt requested; or
- (c) Personal delivery; or
- (d) By leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the order.

(H) If the alleged violator does not contest the citation within the time period prescribed herein, the Board, acting through the Code Enforcement Department, shall enter a final order determining that the violation was committed and impose the civil fine set forth in the citation. A copy of the final order shall be served on the person guilty of the violation.

### **§ 38.09 HEARING; NOTICE; AND FINAL ORDER.**

(A) Scheduling of hearings. When a hearing has been requested, the Code Enforcement Board or its administrative staff shall schedule a hearing.

(B) Notice. Not less than seven (7) days before the date of the hearing, the board shall notify the requester of the date, time, and place of the hearing. The notice may be given by certified mail, return receipt requested; by personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen years (18) of age or older and who is informed of the contents of the notice.

(C) (1) Failure to appear at hearing. Any person requesting a hearing who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation, and the determination that a violation was committed shall be final. In this event, the issued citation shall be deemed a final order determining the violation was committed and imposing the civil fine set forth in the citation, and the alleged violator shall be deemed to have waived the right to appeal the final order to District Court.

(2) Notice of a final order shall be provided to the cited violator by regular first-class mail; or certified mail, return receipt requested; or personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.

(D) Testimony. All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(E) Findings of fact and final determination. The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. If the Board determines that no violation was committed, an order dismissing the citation shall be entered. If the board determines that a violation was committed, the Board shall issue an order upholding the citation and either impose a fine up to the maximum authorized by this or another ordinance or requiring the offender to remedy a continuing violation within a specified time, or both.

(F) Final orders to be written.

(1) Every final order of the Code Enforcement Board shall be reduced to writing, which shall include the findings and conclusions of the board and the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, the order shall be delivered to that person by regular first-class mail; or certified mail, return receipt requested; or by personal delivery; or by leaving a copy of the order at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the order.

### **§ 38.10 PRESENTATION OF CASES.**

Each case before The Code Enforcement Board shall be presented by an attorney selected by the city, a Code Enforcement Officer for the city, or by a member of the city's administrative staff. The city attorney may either be counsel to the Code Enforcement Board or may present cases before the Code Enforcement Board but shall in no case serve in both capacities.

### **§ 38.11 APPEALS; FINAL JUDGMENT.**

(A) Appeal. An appeal from any final order of the Code Enforcement Board may be made to the Campbell County District Court within thirty (30) days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the board's order in the same manner as any civil action under the Kentucky Rules of Civil Procedure. The appeal shall be tried de novo. A judgment of the district court may be appealed to the Campbell Circuit Court in accordance with the Kentucky Rules of Civil Procedure.

(B) Final judgment. If no appeal from a final order of the board is filed within the time period set in division (A) above, the board's order shall be deemed final for all purposes.

### **§ 38.12 LIEN; FINES, CHARGES AND FEES.**

(A) The city shall possess a lien on property owned by the person found by a non-appealable final order, or by a final judgment of the court, to have committed a violation of a city ordinance. The lien shall be for all civil fines assessed for the violation and for all charges and fees incurred by the city in connection with the enforcement of the ordinance, including abatement costs and attorney's fees. An affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and regularity of the proceedings pursuant to KRS 65.8801 to 65.8839.

(B) The lien shall be recorded in the office of the County Clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall continue for ten (10) years following the date of the non-appealable final order or final court judgment.

(C) The lien shall take precedence over all other liens, except state, county, school board, and city taxes, and may be enforced by judicial proceedings, including a foreclosure action.

(D) In addition to the remedy prescribed in division (A) the person found to have committed the violation shall be personally responsible for the amount of all civil fines assessed for the violation and for all charges, fees, attorney's fees, and abatement costs incurred by the city in connection with the enforcement of the ordinance. The city may bring a civil action against the person and shall have the same remedies as provided for the recovery of a debt.

### **§ 38.13 LIENHOLDER NOTIFICATION SYSTEM.**

The city shall obtain and maintain priority over previously filed liens in accordance with the following provisions:

(A) Individuals and entities, including but not limited to lienholders, may register with the city to receive electronic notification of final orders;

(B) To receive the notification, the registrant shall submit the following information to the City Clerk:

- (1) Name;
- (2) Mailing address;
- (3) Phone number; and
- (4) Electronic mailing address.

(C) A registrant may use the form provided on the city web site to submit the information required in division (B). It shall be the responsibility of the registrant to maintain and update the required contact information with the city. The city shall inform a registrant of any evidence received that the electronic mailing address is invalid or not functional so that the registrant may provide an updated electronic mailing address.

(D) Once per month, the city shall send electronic mail notification of all final orders since the last date of notification to each party registered pursuant to this section. The notification shall provide an electronic link to the city code enforcement database located on the city web site. The database shall include the following information regarding each final order:

- (1) The name of the person charged with a violation;

- (2) The physical address of the premises where the violation occurred;
  - (3) The last known mailing address for the owner of the premises where the violation occurred;
  - (4) A specific description of the citation leading to the final order, including the citation detail set forth in KRS 65.8825(4)(a) to (h), which may be satisfied by including a copy of the full citation;
  - (5) The findings of the final order, including the penalty or penalties imposed by the final order, which may be satisfied by providing a copy of the full final order; and
  - (6) The status of the final order regarding its ability to be appealed.
- (E) If an appeal is filed on a final order pursuant to this chapter, the city shall send electronic mail notification to all registrants.
- (F) Within ten (10) days of the issuance of a final order pursuant to this chapter, the city shall update its code enforcement database to reflect the issued final order and shall post the notification required by division (D) of this section containing an updated link to the code enforcement database on the city web site.
- (G) The city shall maintain the records created under this section for ten (10) years following their issuance.

#### **§ 38.14 LIENS.**

- (A) A lienholder of record who has registered pursuant to § 38.13, within forty-five (45) days from the date of issuance of notification under § 38.13 may:
- (1) Correct the violation, if it has not already been abated; or
  - (2) Pay all civil fines assessed for the violation, and all charges and fees incurred by the city in connection with enforcement of the ordinance, including attorney's fees and abatement costs.
- (B) The lien provided by § 38.13 shall not take precedence over previously recorded liens if:
- (1) The city failed to comply with the requirements of § 38.13 for notification of the final order; or
  - (2) A prior lienholder completed the actions listed in division (A).
- (C) A lien that does not take precedence over previously recorded liens under subsection (B) shall, if the final order remains partially unsatisfied, continue to take precedence over all other subsequent liens except liens for state, county, school board and city taxes.
- (D) The city may record a lien before the forty-five (45) day period established in subsection (A) expires. If the lien is fully satisfied prior to the expiration of the forty-five (45) day period, the city shall release the lien in the County Clerk's office where the lien is recorded within fifteen (15) days of satisfaction.
- (E) Failure of the city to comply with § 38.13 or this section, or failure of a lien to take precedence over previously filed liens as provided in subsection (B) shall not limit or restrict any other remedies the city has against the property of the violator.

### § 38.15 CIVIL PENALTIES.

(A) Except as provided in § 99.99, any person, firm, corporation, or titled owner who violates a provision of this code for which another penalty is not specifically set -- including violation of the city's International Property Maintenance Code, as set forth in Chapter 150 of the Code, and/or the City's Nuisance Code, as set forth in Chapter 99 of the Code -- 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), including but not limited to its attorney's fees and costs and any abatement costs.

(B) 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. A Code Enforcement Officer may suspend daily fines if a property owner 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. This 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.

(C) If the property owner timely appeals the violation(s) to the Code Enforcement Board, the Board may waive the fines accrued under this section if the property owner can show an attempt to remediate the code violation(s) in a timely fashion or that a financial hardship prevented the property owner from remediating the violation(s). Pursuant to KRS 65.8834, the city may elect to include the amount of any unpaid lien that has been recorded pursuant to KRS 65.8835 on any City property tax bill for the property.

(D) The City of Dayton shall possess a lien on property for all fines, penalties, charges, attorney's fees, abatement costs, and other reasonable costs associated with enforcing City ordinances and may place a lien on this parcel of real property pursuant to these ordinances and Kentucky law. The lien shall be superior to and have priority over all other subsequently filed liens, except state, county, school board, and city taxes.

CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2025#5

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

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

**WHEREAS**, the City Council previously amended the budget for Fiscal Year 2024-25 and now wishes to amend this budget a second time to reflect final budget changes for this fiscal year. NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY, AS FOLLOWS:

1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, including all sources of estimated revenues and appropriations for all City funds as set forth in Exhibit 1, which is attached and made by reference a part hereof, is hereby adopted.
2. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.
3. All prior Municipal Order/Resolutions and/ or Ordinances or parts of any thereof that are in conflict with this Ordinance are hereby repealed.
4. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on August 12, 2025, and will be given a final reading on September 9, 2025, and this Ordinance shall be in full force and effect upon signature, recordation, and publication in summary pursuant to KRS Chapter 424.

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

First Reading: August 12, 2025

Second Reading:

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MAYOR BEN BAKER

ATTEST:  
CITY CLERK/TREASURER

# City of Dayton Budget 2025 Amendment One

The annual budget for fiscal year beginning July 1, 2024 and ending June 30, 2025 is hereby adopted as follows:

Resources Available	General Fund	Municipal Aid Fund	Econ. Development	Park Board	TIF
Fund Balance Forward:	\$ 2,750,000.00	\$ -	\$ 450,000.00	\$ 235,000.00	\$ 800,000.00
<b>Estimated Revenue</b>					
Taxes	<del>\$ 2,040,000.00</del>				\$ 1,100,000.00
	<u>\$ 2,370,000.00</u>				
Licenses and Permits	\$ 2,505,200.00				
Fines	\$ 171,200.00				
Intergovernmental	\$ 71,000.00	\$ 118,000.00		\$ 140,000.00	
Charges for Services	\$ 415,500.00				
Miscellaneous	\$ 622,750.00		<del>\$ -</del>	\$ 400.00	
			<u>\$ 14,000.00</u>		
Grant Restricted	\$ 3,273,260.00			\$ 72,000.00	
Interest	\$ 30,000.00	\$ 500.00	<del>\$ 1,000.00</del>	\$ 1,000.00	\$ 6,000.00
			<u>\$ 10,000.00</u>		
<b>Total Estimated Revenue</b>	<del><b>\$ 9,128,910.00</b></del>	<b>\$ 118,500.00</b>	<del><b>\$ 1,000.00</b></del>	<b>\$ 213,400.00</b>	<b>\$ 1,106,000.00</b>
	<u>\$ 9,458,910.00</u>		<u>\$ 24,000.00</u>		
Available Appropriations	<del>\$ 11,878,910.00</del>	\$ 118,500.00	<del>\$ 451,000.00</del>	\$ 448,400.00	\$ 1,906,000.00
	<u>\$ 12,208,910.00</u>		<u>\$ 474,000.00</u>		
<b>Appropriations</b>					
General Government	<del>\$ 753,950.00</del>				\$ 150,000.00
	<u>\$ 883,950.00</u>				
Police	<del>\$ 1,476,400.00</del>				
	<u>\$ 1,626,400.00</u>				
Fire	\$ 1,285,690.00				
Public Works	\$ 553,350.00	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 148,650.00				
Parks				\$ 225,000.00	\$ 150,000.00
Economic Development			<del>\$ 50,000.00</del>		
			<u>\$ 120,000.00</u>		
Waste Collection	<del>\$ 232,000.00</del>				
	<u>\$ 252,000.00</u>				
Professional Services	\$ 137,500.00	<del>\$ 78,500.00</del>			
		<u>\$ 83,500.00</u>			
TIF Payment					\$ 800,000.00
Miscellaneous	<del>\$ 74,750.00</del>				
	<u>\$ 104,750.00</u>				
Capital Spending	\$ 5,557,240.00			\$ 98,000.00	
<b>Total Appropriations</b>	<del><b>\$ 10,219,530.00</b></del>	<del><b>\$ 108,500.00</b></del>	<del><b>\$ 50,000.00</b></del>	<b>\$ 400,500.00</b>	<b>\$ 1,100,000.00</b>
	<u>\$ 10,549,530.00</u>	<u>\$ 113,500.00</u>	<u>\$ 120,000.00</u>		
Est. Ending Fund Balances	\$ 1,659,380.00	<del>\$ 10,000.00</del>	<del>\$ 401,000.00</del>	\$ 47,900.00	\$ 806,000.00
		<u>\$ 5,000.00</u>	<u>\$ 354,000.00</u>		

**CITY OF DAYTON, KENTUCKY  
ORDER/RESOLUTION NO. 2025-18R**

AN ORDER/RESOLUTION DECLARING CITY-OWNED REAL PROPERTY LOCATED AT 207 FIFTH AVENUE, DAYTON, KY., AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO SELL OR OTHERWISE DISPOSE OF THIS PROPERTY AS PERMITTED UNDER KENTUCKY LAW.

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

The City of Dayton (“City”), in accordance with the provisions of KRS 82.083, hereby makes the following findings:

1. It is in the public interest of the City to declare as surplus property certain real estate located at 207 Fifth Avenue, Dayton, Ky., identified by PIDN 999-99-09-965.00 in the Campbell County Clerk’s Office (“the Property”).
2. The future intended use of the Property, which has been a vacant lot for many years, is a new single-family residence.
3. It is in the public interest of the City of Dayton to sell this property to a third party who intends to construct a new single-family residential structure on the Property, which will result in a substantial increase in its taxable assessed value.
4. The City is disposing of this Property by one or more of the methods outlined in KRS 82.083, including transferring property for economic development purposes, including but not limited to real property transfers for the elimination of blight (KRS 82.083(4)(b)), and for a value of less than \$10,000 (KRS 82.083(4)(g)).

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

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER  
August 12, 2025

**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 August 12, 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/Treasurer

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2025-19R**

AN ORDER-RESOLUTION AUTHORIZING  
THE MAYOR TO EXECUTE A DEVELOPMENT  
AGREEMENT WITH J.A.C. DEVELOPMENTS,  
LLC, TO CONSTRUCT A NEW SINGLE-FAMILY  
RESIDENCE AT 207 FIFTH AVENUE, DAYTON,  
KY.

WHEREAS, the City of Dayton, Ky. (“City”) owns real estate located at 207 Fifth Avenue, Dayton, Ky. (“the Property”), an empty lot that the City has declared surplus property; and

WHEREAS, the City wishes to enter into a development agreement with J.A.C. Developments, LLC, to construct a new single-family residence at the Property.

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

The City authorizes the Mayor to enter into a development agreement with J.A.C. Developments, LLC, to construct a new single-family home at the Property. A copy of the proposed development agreement is attached hereto as Exhibit “A” as if fully written herein and made by reference a part hereof.

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

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER  
August 12, 2025

**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, including attached exhibits, duly adopted by the City Council of the City at a regular meeting properly held on August 12, 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 hereunder set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Tristan Klein  
City Clerk/Treasurer

**EXHIBIT “A”**

**Development Agreement for 207 Fifth Avenue, Dayton, Ky.**

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “AGREEMENT”) dated the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the CITY OF DAYTON, KENTUCKY, a Kentucky City of the Home Rule Class (the “City” or “Party”) and J.A.C. DEVELOPMENTS, LLC, a Kentucky limited liability company (“Developer” or “Party”).

### RECITALS

WHEREAS, the Developer wishes to purchase real estate owned by the City at 207 Fifth Street in the City of Dayton, Kentucky (Campbell County PIDN: 999-99-09-965.00) (“the Property”) and plans to construct thereon a single-family residential development;

WHEREAS, in furtherance of the City’s authorized economic development purposes, including the elimination of blight and the creation of residential housing (“Project”), City staff has recommended that the City Council declare the Property as surplus and sell it to Developer for its taxable assessed value;

WHEREAS, the Developer intends to construct the Project in a manner that is consistent with the plans attached hereto as Exhibit “A” (the “Concept Plan”);

WHEREAS, the Parties desire to set forth their mutual agreements and understandings to facilitate the design, financing, development ,and construction of the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the premises and the mutual covenants and undertakings contained in this Agreement, the Parties hereby agree and covenant as follows:

### SECTION I

#### Preambles

The Parties hereto agree that the above “preambles” or “preamble clauses” (the above “Recitals”) are incorporated herein by reference as if fully restated herein and form a part of the agreement between the parties hereto.

### SECTION II

#### Representations and Warranties of the Parties; Developer Covenants

A. **City Representations.** The City represents and warrants that: (i) it owns the Property and possesses the requisite authority to sell the Property and enter into this Agreement, and (ii) the City, in this Agreement or any exhibit, document, or certificate delivered in accordance with the terms of this Agreement, has not made any untrue statement of a material fact or failed to state a material fact.

B. **Developer Representations and Warranties.** The Developer represents and warrants that: the Developer (a) is a Kentucky limited liability company possessing the requisite authority to enter into this Agreement; (b) is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code; and (c) has not, in this Agreement or any exhibit, document, or certificate delivered in accordance with the terms of this Agreement, made any untrue statement of a material fact or failed to state a material fact.

C. **Developer Covenants.** As additional inducement for the City to enter into this Agreement, the Developer hereby covenants and agrees as follows:

1. The Developer shall remain in good standing with the Office of the Secretary of State and the City of Dayton, Kentucky, and Campbell County, Kentucky (Business License and Payroll Tax, Zoning, Building Inspections, and Code Enforcement, etc.) for so long as it is doing business in the City.

2. During the construction of the Project, the Developer covenants and agrees to use commercially reasonable efforts to cause the general contractor for the Project and all subcontractors for the Project to obtain city business occupational licenses. During the term of this Agreement, the Developer shall make available to the City, upon request, a list of the contractors and subcontractors who have performed or will perform work on the Project.

3. The Project shall be constructed in accordance with all state requirements that govern the development and construction building on property within Kentucky. Developer shall not commence any site improvements without first obtaining all necessary permits and/or approvals from the relevant State agencies, City and County agencies, and any other applicable governmental agencies.

4. The Project shall be constructed in a manner that is consistent with the Concept Plan, which is attached hereto as Exhibit "A" as if fully rewritten herein and incorporated by reference herein.

5. If the Project is not completed and a certificate of occupancy issued by the Campbell County Department of Planning, Zoning, and Building Inspections to Developer by December 31, 2026, the Developer shall be required to transfer the Property back to the City at no cost to the City and the City shall retain the amount it was paid by the Developer to purchase the Property as liquidated damages. For good cause shown by the Developer, the City may agree to extend this deadline for another period not to exceed six months.

**SECTION III**  
**Default**

If either Party (in such case, the "Defaulting Party") materially breaches or defaults on any of its obligations under this Agreement, the other Party may give notice that remedial action must be taken by the Defaulting Party within (i) thirty (30) days of notice with respect to any monetary default or failure to complete the Project in a timely fashion or (ii) sixty (60) days of the notice with respect to any non-monetary default; provided, however, if (a) non-monetary default is one which cannot with due diligence be remedied by the Defaulting Party within sixty (60) days, and (iii) the Defaulting Party proceeds as promptly as reasonably possible after such notice and with all due diligence to remedy such default, the period after such notice within which to remedy such default shall be extended for such period as may be necessary to remedy the same with all due diligence. If such action is not taken, the non-defaulting party may, in addition to all other remedies available at law or in equity (including but not limited to specific performance and/or recovery of damages, including reasonable attorneys' fees and other costs and expenses), terminate this

Agreement, or the portion of it affected by the default, by giving ten (10) days written notice to the defaulting Party.

In the event this Agreement is terminated, the City shall be (i) relieved of any executory obligations under this Agreement, and (ii) released from undertaking any additional obligations as provided in this Agreement, subject to Paragraph 5 of Section II above.

SECTION IV  
Miscellaneous Provisions

A. **Term; Survival; Termination.** The term of this Agreement shall be from the date of this Agreement until the earliest of (i) the completion of the construction of the Project in accordance with this Agreement, or (ii) the termination of this Agreement in accordance with its terms. This Agreement shall not terminate upon the execution of any agreements required or contemplated by this Agreement, or referred to in this Agreement, and the provisions of this Agreement shall not be deemed to be merged into any such agreements, it being the intent of the Parties that this Agreement shall survive the execution and delivery of any such agreements and shall continue throughout the construction of the Project.

B. **Governing Law.** The laws of the Commonwealth of Kentucky shall govern as to the interpretation, validity and effect of this Agreement.

C. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

D. **Notices.** Any notice to be given under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three (3) days following deposit in the U.S. Mail with proper postage prepaid, Certified or Registered, Return Receipt Requested, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by telecopy or personal delivery:

If to the City:	City of Dayton, Kentucky Attn: Mayor 514 Sixth Avenue Dayton, Kentucky 41074
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If to the Developer:	J.A.C. Developments, LLC, Attn: Josh Crawford 3239 Carthage Road California, Kentucky 41007
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E. **Approvals.** Whenever a party to this Agreement is required to consent to, or approve an action by the other party, or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention, or a specific time limitation, such approval or consent shall be given within ten (10) business days and shall not be unreasonably withheld, conditioned or delayed by the party from whom such approval or consent is required.

F. **Entirety of Agreement.** As used herein, the term “Agreement” shall mean this Development Agreement and the Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party which has not been embodied in this Agreement or the previous agreements that are referenced herein, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the Parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of any such provision by any party.

G. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

H. **Headings.** The headings in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

I. **Exhibits.** All exhibits to this Agreement shall be deemed to be incorporated herein by reference and made a part hereof, above the signatures of the parties hereto, as if set out in full herein.

J. **No Waiver.** No waiver of any condition or covenant of this Agreement to be satisfied or performed by the City or Developer shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of either party, except a written waiver signed by such party, shall be construed to be a waiver of any condition or covenant to be performed by the other party.

K. **Construction.** No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

L. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

M. **Relationship of the Parties.** Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship

of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties of this Agreement.

N. **No Third-Party Beneficiary.** Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the City and the Developer, and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

O. **Diligent Performance.** With respect to any duty or obligation imposed on a party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence with respect to any time limit specified herein.

P. **Assignment of Rights and Delegation of Duties.** During the term of this Agreement, the Developer shall not assign this Agreement without the City's prior written consent.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

*[Signature below.]*

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

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

Its: Mayor

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

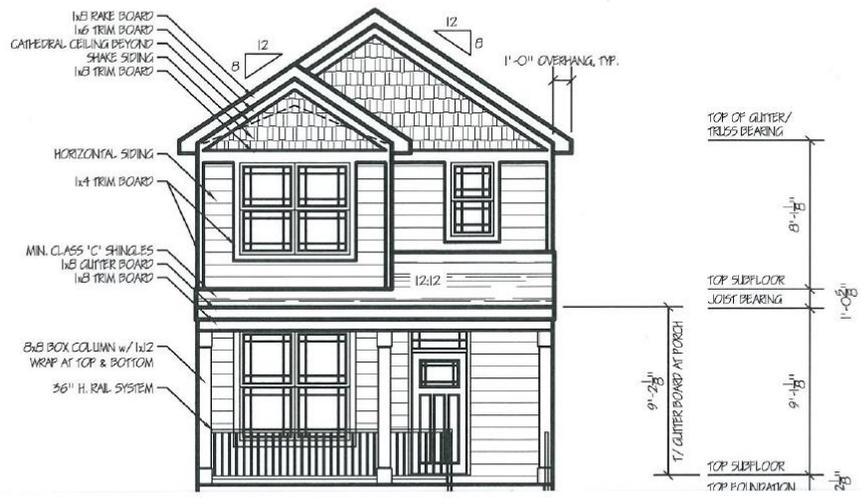
**MBCC Property Management, LLC,**  
A Kentucky limited liability company.

By: \_\_\_\_\_  
Josh Crawford

Title: \_\_\_\_\_

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

Exhibit A  
Concept Plan





**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2025-20R**

AN ORDER-RESOLUTION AUTHORIZING  
THE CITY OF DAYTON, KY., TO SELL REAL  
ESTATE LOCATED AT 207 FIFTH AVENUE TO  
J.A.C. DEVELOPMENTS, LLC FOR \$7,000.

WHEREAS, the City of Dayton, Ky. (“City”) owns real estate located at 207 Fifth Avenue, Dayton, Ky. (“the Property”); and

WHEREAS, the Property is a lot that has been vacant for many years; and

WHEREAS, the City wishes to sell this property to J.A.C. Developments, LLC, a real estate development company that has rehabilitated a number of single-family homes in the City and built new residential properties in Northern Kentucky.

WHEREAS, J.A.C. Developments, LLC intends to construct a new single-family residential structure on the subject property pursuant to a development agreement with the City.

WHEREAS, under KRS 82.083, a city may transfer property, with or without compensation, for economic development purposes, including but not limited to real property transfers for the elimination of blight.

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

The City authorizes the Mayor to enter into a purchase contract to sell property located at 207 Fifth Avenue in Dayton, Ky. to J.A.C. Developments, LLC for \$7,000, and if accepted, to execute a deed transferring the property and any other documentation necessary to effectuate this transfer. The City Council further finds as follows:

1. The Property is located in a single-family residential zone at 207 Fifth Avenue, Dayton, Ky., and is an empty lot that has been vacant for many years.
2. The intended use of the Property at the time of its acquisition is construction a single-family residence on the Property pursuant to a development agreement with the City.
3. It is in the public interest for the City of Dayton to sell this property so a new single-family residence will be constructed upon it by an experienced real estate developer/builder, who will return the Property to the City’s tax rolls.
4. City Council has declared the Property to be surplus property under KRS 82.083.
5. This property will be transferred by the City to J.A.C. Developments, LLC by deed, a copy of which is attached hereto as Exhibit “A” if fully written and made by reference a part hereof.

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

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER  
August 12, 2025

**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 August 12, 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/Treasurer

**EXHIBIT "A"**

**Deed to 207 Fifth Avenue, Dayton, Ky.**

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That the Grantor, CITY OF DAYTON, KENTUCKY, a municipal corporation duly formed in the Commonwealth of Kentucky, for and in consideration of SEVEN THOUSAND DOLLARS and NO CENTS (\$7,000.00) and other good and valuable considerations to it paid by the Grantee, does hereby BARGAIN, SELL, AND CONVEY all of the Grantor's right, title, and interest to the Grantee, J.A.C. DEVELOPMENTS LLC, a Kentucky limited liability company, its successors and assigns forever, the following described real estate to-wit:

COUNTY OF CAMPBELL

CITY OF DAYTON

COMMONWEALTH OF KENTUCKY and known as

207 5<sup>th</sup> Avenue  
Dayton, Kentucky 41094

MAILING ADDRESS OF GRANTEE:

3239 Carthage Road  
California, Kentucky 41007

PIDN: 999-99-09-965.00  
Group Number: 30591/A1  
Plat: A-199A

Being parts of Lots Numbers Sixty-Four (64) and Sixty-Five (65) in what is known as Burton Hazen's Addition to Brooklyn, now City of Dayton, Campbell County, Kentucky, said parts of lots being bounded and described as follows: Beginning at a point on the north side of Fifth Avenue Seventy-Five (75) feet east of the Northeast corner of Fifth and Walnut Streets; thence running Eastwardly with the north line of Fifth Avenue Twenty-Five (25) feet to a point; thence extending back northwardly from that point between lines parallel to Walnut Street Seventy-Four (74) feet in depth.

Subject to any and all easements, restrictions, conditions, and legal highways of record and/or in existence.

Being the same property conveyed to the City of Dayton, Kentucky, a municipal corporation duly formed in the Commonwealth of Kentucky, by Tiny Star, LLC, a Kentucky limited liability company, on December 4, 2017, by a Warranty Deed recorded on December 15, 2017, in Deed Book 790, page 812, of the Campbell County Clerk's records at Newport, Kentucky.

Together with all PRIVILEGES AND APPURTENANCES to the same belonging. TO HAVE AND TO HOLD to the Grantee, J.A.C. DEVELOPMENTS LLC, a Kentucky limited liability company, its successors and assigns forever, with COVENANTS OF GENERAL WARRANTY.

#### CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify that the full consideration paid for the conveyance of the above-described real estate is \$7,000.00. This conveyance is exempt pursuant to KRS 142.050(7)(b).

The mailing address of the Grantor is:

City of Dayton  
c/o Ben Baker, Mayor  
514 6<sup>th</sup> Avenue  
Dayton, Kentucky 41074

The in-care-of tax mailing address for the current tax year is:

Josh Crawford  
J.A.C. Developments LLC  
3239 Carthage Road  
California, Kentucky 41007

IN WITNESS WHEREOF, the Grantor, CITY OF DAYTON, KENTUCKY, a municipal corporation duly formed in the Commonwealth of Kentucky, by Ben Baker, its Mayor, has hereto set its hand this \_\_\_\_\_ day of August, 2025.

GRANTOR

CITY OF DAYTON, KENTUCKY,  
a municipal corporation duly formed  
in the Commonwealth of Kentucky

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

GRANTEE

J.A.C. DEVELOPMENTS LLC,  
a Kentucky limited liability company

By \_\_\_\_\_  
Josh Crawford  
Managing Member

COMMONWEALTH OF KENTUCKY

COUNTY OF CAMPBELL

The foregoing Deed was acknowledged before me, and the foregoing Consideration Certificate was subscribed and sworn to before me, a notary public, this \_\_\_\_\_ day of August, 2025, by Ben Baker, Mayor of the City of Dayton, Kentucky, a municipal corporation duly formed in the Commonwealth of Kentucky, on behalf of said City.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Notary ID: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF CAMPBELL

The foregoing Consideration Certificate was subscribed and sworn to before me, a notary public, this \_\_\_\_\_ day of August, 2025, by Josh Crawford, managing member of J.A.C. Developments LLC, a Kentucky limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

---

WILLIAM F. SUMME

FRED H. SUMME

*Attorneys at Law*

1850 Mount Vernon Drive

Fort Wright, Kentucky 41011

Fred: 859.431.6111 • William: 859.803.6036

Fred: fredsumme@summelaw.com • William: bsumme@msn.com

**NO TITLE EXAMINATION BY PREPARER**

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2025-21R**

AN ORDER-RESOLUTION ACCEPTING THE BID OF PRUS CONSTRUCTION COMPANY AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THIS COMPANY IN THE AMOUNT OF \$2,288,997.00 FOR CONSTRUCTION OF PHASES II AND III OF THE RIVER’S-EDGE RIVERFRONT COMMONS PROJECT IN THE CITY OF DAYTON, KENTUCKY.

WHEREAS, the Federal Highway Administration and the Kentucky Transportation Cabinet (“KYTC”) have approved SNK funds for construction of Phases II and III of the “Dayton Riverfront Commons – Eastern Trail Project,” a pedestrian and bicycle trail along the river’s edge of the Ohio River in the City of Dayton, Kentucky (“the Riverfront Commons project”); and

WHEREAS, the City of Dayton, Kentucky (“City”) advertised and accepted responses to Requests for Proposals (“RFP” or “bids”) to construct the Riverfront Commons project from prospective contractors; and

WHEREAS, two contractors submitted bids in response to the City’s RFP, and the City Engineer, City Staff, and KYTC reviewed these bids and found that the bid from Prus Construction Company, 5325 Wooster Road, Cincinnati, Ohio 45226, to be the best and most responsive bidder.

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

The Board of the Dayton City Council authorizes the Mayor to enter into a contract with Prus Construction Company in the amount of \$2,288,997.00 and all other appropriate documentation for construction of Phases II and III of the Riverfront Commons project, payable by federal SNK funds with a 20 percent match from the City of Dayton. A copy of a proposed contract with Prus Construction Company, which was included in the bid documents, is attached hereto as Exhibit “A” as if fully written herein and made by reference a part hereof.

**ADOPTED: August 12, 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 as well as attached Exhibit "A," which is incorporated by reference herein, 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 August 12, 2025, signed by the Mayor, which 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/Treasurer

EXHIBIT "A"

Draft contract between the City of Dayton, Kentucky, and KT Holden Construction, LLC

*(See attached)*

**SECTION 005213 - FORM OF AGREEMENT**

THIS AGREEMENT is by and between City of Dayton (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Riverfront Commons Phase 2 and 3: Construct 12’ wide concrete bicycle/pedestrian trail between Berry Street and Fourth Avenue (KY 8). (City of Dayton)

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Dayton Riverfront Commons Phase II & III

**ARTICLE 3 – ENGINEER**

3.01 PRIME AE (Engineer) is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be ready for final payment by May 1, 2026.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment which will show the bid items installed and the necessary back up documentation.

#### **ARTICLE 7 – NOT USED**

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings

identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

City of Dayton

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

Title: \_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

[Contractor]

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

Title: \_\_\_\_\_

(If Contractor is a corporation or partnership, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2025-22R**

**AN ORDER-RESOLUTION OF THE DAYTON CITY  
COUNCIL EXPRESSING ITS COMMITMENT TO  
IMPROVING KINDERGARTEN READINESS IN THE CITY  
OF DAYTON AND WORKING WITH PARTNERS TO  
ESTABLISH A PLACE-BASED EARLY-LEARNING  
INITIATIVE KNOWN AS “READ READY DAYTON.”**

**WHEREAS**, a child’s earliest years—from prenatal to age five—are a period of remarkable brain development, setting the foundation for lifelong learning, well-being, and success; and

**WHEREAS**, Dayton is a community that believes in its children and recognizes that *kindergarten readiness is not just a school outcome—it is a reflection of how well a community supports its youngest learners and their families*; and

**WHEREAS**, too many Dayton children begin school without access to the tools, support, and relationships that prepare them to thrive, and addressing this concern is a shared responsibility across schools, families, neighborhoods, and city leadership; and

**WHEREAS**, building a place-based early-learning initiative rooted in the City of Dayton (“City”) allows the City to connect families to opportunities where they live—through trusted relationships, local institutions, and aligned efforts that reflect the community’s unique strengths; and

**WHEREAS**, although efforts like Dolly Parton’s Imagination Library and partnerships with local childcare providers, libraries, and nonprofits already serve young children in Dayton, they have not yet reached their full potential for connection and collective impact; and

**WHEREAS**, communities across the region, including Covington, Newport, and Ludlow, are demonstrating how place-based early learning initiatives can guide families, support strong partnerships, and connect through a regional framework that shares data, strategy, and learning; and

**WHEREAS**, EducateNKY and the Read Ready Network have committed to supporting Northern Kentucky communities that step forward with local leadership and a clear charge to give every child a strong start;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DAYTON, KENTUCKY:**

**1. Commitment to Action**

The City of Dayton hereby affirms kindergarten readiness as a civic priority and expresses its intent to improve outcomes for our children and families through a city-led, community-driven early-learning initiative.

**2. Establishment of Read Ready Dayton**

The City authorizes the creation of a place-based early-learning initiative to be known as *Read Ready Dayton*, which will be aligned with the broader Read Ready Network. This

initiative shall reflect the unique character and needs of the Dayton community while drawing on shared resources and regional best practices.

**3. Formation of a Coordinating Group**

The City will convene and coordinate with a local group to guide the initiative. This group shall include representatives from City government, Dayton Independent Schools, local libraries, Head Start, licensed childcare providers, nonprofit partners, business leaders, and family and community leaders. The coordinating group will be inclusive, family-centered, and committed to community outreach and shared leadership.

**4. Collaboration and Alignment**

Read Ready Dayton will work in close collaboration with EducateNKY and the Read Ready Network to align data systems, access technical support, identify funding opportunities, and ensure continuity and learning across place-based initiatives in the region.

**5. Ongoing Commitment**

The City of Dayton pledges to remain an active and visible leader in this work and to champion the importance of starting early, supporting families, and ensuring that all Dayton children are ready to learn, grow, and succeed.

**ADOPTED: August 12, 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 August 12, 2025, signed by the Mayor, which 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/Treasurer