

**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:

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
Estimated Revenue					
Taxes	\$ 2,040,000.00				\$ 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		\$ -	\$ 400.00	
			<u>\$ 14,000.00</u>		
Grant Restricted	\$ 3,273,260.00			\$ 72,000.00	
Interest	\$ 30,000.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00
			<u>\$ 10,000.00</u>		
Total Estimated Revenue	\$ 9,128,910.00	\$ 118,500.00	\$ 1,000.00	\$ 213,400.00	\$ 1,106,000.00
	<u>\$ 9,458,910.00</u>		<u>\$ 24,000.00</u>		
Available Appropriations	\$ 11,878,910.00	\$ 118,500.00	\$ 451,000.00	\$ 448,400.00	\$ 1,906,000.00
	<u>\$ 12,208,910.00</u>		<u>\$ 474,000.00</u>		
Appropriations					
General Government	\$ 753,950.00				\$ 150,000.00
	<u>\$ 883,950.00</u>				
Police	\$ 1,476,400.00				
	<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			\$ 50,000.00		
			<u>\$ 120,000.00</u>		
Waste Collection	\$ 232,000.00				
	<u>\$ 252,000.00</u>				
Professional Services	\$ 137,500.00	\$ 78,500.00			
		<u>\$ 83,500.00</u>			
TIF Payment					\$ 800,000.00
Miscellaneous	\$ 74,750.00				
	<u>\$ 104,750.00</u>				
Capital Spending	\$ 5,557,240.00			\$ 98,000.00	
Total Appropriations	\$ 10,219,530.00	\$ 108,500.00	\$ 50,000.00	\$ 400,500.00	\$ 1,100,000.00
	<u>\$ 10,549,530.00</u>	<u>\$ 113,500.00</u>	<u>\$ 120,000.00</u>		
Est. Ending Fund Balances	\$ 1,659,380.00	\$ 10,000.00	\$ 401,000.00	\$ 47,900.00	\$ 806,000.00
		<u>\$ 5,000.00</u>	<u>\$ 354,000.00</u>		

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2025#6**

**AN ORDINANCE PROVIDING FOR THE IMPOSITION,
LEVY, COLLECTION, AND APPORTIONMENT OF
TAXES FOR THE CITY OF DAYTON, CAMPBELL
COUNTY, KENTUCKY, FOR THE FISCAL YEAR JULY 1,
2025, THROUGH JUNE 30, 2026.**

WHEREAS, KRS 83 A.130 to 83A.150 and KRS 92.280 and KRS 92.330 require that the legislative body of each city levy an ad valorem tax for city purposes and that this be done by ordinance to provide for sufficient revenue to operate city government; and

WHEREAS, KRS Chapter 132 requires that this be calculated in accordance with the provisions of that chapter and KRS 134.800 and KRS 134.810 require that ad valorem taxes on motor vehicles and motorboats be collected by the City Clerk and that such taxes shall become due and delinquent as set forth in KRS 134.810 and that such taxes not paid when due shall be subject to the penalty and interest as specified therein.

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

SECTION 1. Real Property – General Tax.

An ad valorem tax rate of 0.398 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 2. Real Property – Park Tax.

An ad valorem tax rate of 0.050 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 3. Other Personal (Tangible) Property.

An ad valorem tax rate of 0.972 cents on each \$100.00 (one hundred dollars) of assessed valuation of personal property (other than motor vehicles and motorboats) subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 4. Motor Vehicles and Motorboats.

An ad valorem tax rate of \$.5009 cents on each \$100.00 (one hundred dollars) of assessed valuation of motor vehicles and motorboats subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 5. Bank Deposits.

There shall be imposed and collected for said City, as permitted under KRS Chapter 136, on the taxable fair cash value of bank deposits within the city as assessed, corrected, altered, certified, and returned by the Revenue Cabinet or as assessed by the Mayor and Council, if for any reason said deposits have not been listed in any manner for taxation, a sum equal to twenty-five thousandths of one percent (.025%) of those deposits. The levy called for in this Section shall be imposed, levied, collected, and apportioned for payment of incidental expenses of the City. Those banks upon which the above tax is imposed may pay the sum due less 2% if paid by December 31, 2025, or the full amount by January 31, 2026 . Thereafter the penalty and interest herein shall be imposed.

SECTION 6. Due Date, Payment, Discount, and Penalty.

The taxes mentioned in this Ordinance Sections 1, 2, and 3 shall be due and payable at the Office of the City Clerk by November 30, 2025, and shall become delinquent the day immediately following if not paid. Taxes paid during the first three days after they become delinquent will be assessed a 1% penalty. Any taxes not paid more than three days after they become delinquent shall be subject to a penalty of 10% and shall accrue interest at a rate of twelve percent (12%) per annum until paid. The delinquent taxpayer shall also pay all costs, attorney's fees, and other expenses incidental to any action taken by the city for collection of the delinquent tax bill.

SECTION 7. Effective Date and Use Thereof.

This Ordinance shall be effective immediately upon publication and applies to the 2025 calendar year tax assessment, and all receipts shall be used for city purposes and accounted for the 2025-2026 fiscal year and subsequent fiscal years in reference to delinquent collections.

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

First Reading: September 9, 2025

Second Reading:

Mayor Ben Baker

ATTEST:

Tristan Klein, City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing Ordinance is a true, correct, and complete copy of the Ordinance duly adopted by the City Council of the City after two readings on the dates referenced above, and has been 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. 2025-23R**

**AN ORDER/RESOLUTION ACCEPTING THE PER-UNIT BID OF TMS
CONSTRUCTION, INC. FOR FUTURE CONCRETE WORK WITHIN THE
CITY OF DAYTON.**

WHEREAS, the City of Dayton partnered with the City of Bellevue to create and advertise a Request for Proposals (“RFP”) for the procurement of concrete construction services on a per-unit-cost basis (“Concrete Services”); and

WHEREAS, four bidders – HENDY Construction, Inc., TMS Construction, Inc., Prus Construction Co, and Pavement Partners Cincinnati, LLC, dba Cincinnati Asphalt -- submitted bids for Concrete Services in response to the terms of the RFP; and

WHEREAS, the City staff of both cities (“City staff”) reviewed and analyzed the RFP submissions on behalf of each City and considered the financial, technical, and legal qualifications of four contractors to provide the requested per-unit concrete work; and

WHEREAS, City staff determined that TMS Construction, Inc. was lowest and best bid and recommends that each City accept the contractor’s per-unit concrete bid proposal.

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

The City recognizes the per-unit-cost bid proposal from TMS Construction, Inc. for Concrete Services as follows:

Bid Item	Unit	Unit Price
CITY TO REMOVE EXISTING CONCRETE AND CONTRACTOR TO INSTALL CONCRETE		
Sidewalk 4"	S.F.	\$12
Minimum 400 SF per work order		
Sidewalk 6"	S.F.	\$13
Minimum 400 SF per work order		
Sidewalk 8"	S.F.	\$14
Minimum 400 SF per work order		
Standard Curb and Gutter	L.F	\$60
Minimum 100 LF per work order		

Header Curb	L.F.	\$70
Minimum 100 LF per work order		
Integral Curb	L.F.	\$30
Minimum 100 LF per work order		
Paving, 9" doweled slabs	S.F.	\$15
Minimum 300 SF per work order		
Paving, 9" doweled slabs (24-hour early mix)	S.F.	\$16
Minimum 50 SF per work order		
Typical Curb Ramp (a.k.a. Handicap Ramp Not including Detectable Warning)	S.F.	\$15
Minimum 50 SF per work order		
ADA Approved Detectable Truncated Dome Inserts	EA.	\$250
CONTRACTOR TO REMOVE AND REPLACE CONCRETE		
Sidewalk 4"	S.F.	\$15
Minimum 400 SF per work order		
Sidewalk 6"	S.F.	\$16
Minimum 400 SF per work order		
Sidewalk 8"	S.F.	\$17
Minimum 400 SF per work order		
Standard Curb and Gutter	L.F.	\$85
Minimum 100 LF per work order		
Header Curb	L.F.	\$90
Minimum 100 LF per work order		
Integral Curb	L.F.	\$35
Minimum 100 LF per work order		

Paving, 9" doweled slabs	S.F.	\$18
Minimum 300 SF per work order		
Paving, 9" doweled slabs (24-hour early mix)	S.F.	\$19
Minimum 50 SF per work order		
Typical Curb Ramp (a.k.a. Handicap Ramp Not including Detectable Warning)	S.F.	\$18
Minimum 50 SF per work order		
ADA Approved Detectable Truncated Dome Inserts	EA.	\$250
ADDITIONAL ITEMS		
Flowable Fill (installed)	C.Y.	\$100
Restoration of topsoil, seed & mulch	S.F.	\$5

The City hereby accepts and approves TMS Construction, Inc.'s bid proposal for Concrete Services outlined above and all of the other terms and conditions contained in the bid response submitted by TMS Construction, Inc. to the Cities of Dayton and Bellevue.

The Mayor of the City of Dayton is hereby authorized to execute any documents necessary to accept this bid proposal on behalf of the City.

This Order/Resolution shall become effective immediately upon approval by the City Council of the City of Dayton, Kentucky, and shall be maintained and indexed in the Official Resolution and Order Book by the City Clerk/Treasurer.

AND IT IS SO ORDERED AND RESOLVED by the City Council of the City of Dayton, Kentucky, on this 9th day of September 2025.

MAYOR BEN BAKER

ATTEST:

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 September 9, 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

**CITY OF DAYTON, KENTUCKY
ORDER-RESOLUTION NO. 2025-24R**

AN ORDER-RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT BETWEEN THE CITY OF
DAYTON, KENTUCKY, AND THE COMMONWEALTH OF
KENTUCKY FOR STATEWIDE EMERGENCY MANAGEMENT
MUTUAL AID AND ASSISTANCE.

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

WHEREAS, the Campbell County Office of Emergency Management has requested all cities in Campbell County enter into a Statewide Emergency Management Mutual Aid and Assistance Agreement (“Agreement”) with the Commonwealth of Kentucky (“Commonwealth”); and

WHEREAS, the City of Dayton, Kentucky (“City”), recognizes the importance of having local cities and counties respond in a coordinated and efficient manner to restore public safety, health, and welfare in communities stricken by an emergencies or disasters; and

WHEREAS, the Agreement ensures statewide availability of mutual aid and assistance to impacted communities in a quick, efficient, and effective manner under the administration and coordination of the Kentucky Office of Emergency Management Office; and

WHEREAS, under the Agreement, the City of Dayton’s first duty remains in its own residents and community and participation in the Agreement does *not* create an unconditional obligation to deploy City personnel to other areas of the state; and

WHEREAS, the Agreement will speed resource requests and reduce red tape during emergencies and disasters by outlining and clarifying the steps, supervision, documentation, and reimbursement requests consistent with FEMA rules; and

WHEREAS, the City wishes to be a party to the Agreement to provide mutual aid and assistance to other municipalities and counties impacted in times of emergency or disaster; and

**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 a Statewide Emergency Management Mutual Aid and Assistance Agreement with the Commonwealth of Kentucky. A copy of this 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 9th day of September 2025.

ADOPTED: September 9, 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 September 9, 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"

Emergency Management Mutual Aid and Assistance Agreement

STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the Agreement and thereby becomes a party to the Agreement. Each party agrees to execute the Agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the local entities located in the Commonwealth of Kentucky recognize the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, each local entity in Kentucky is encouraged to become a party to this Agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency impacted communities as quickly, efficiently, and effectively as possible; and

WHEREAS, pursuant to KRS 65.210, et seq, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means supplies, equipment, facilities, personnel, services, and other resources.

"Authorized representative" means the employee of a party who has been authorized in writing by that party, or their designee, to request, offer, or otherwise provide aid and assistance under the terms of this Agreement.

"Disaster" means any incident or situation declared as such by executive order of the President of the United States pursuant to federal law, the Governor of the Commonwealth of Kentucky, the executive authority of local government, or executive authority of local emergency management, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment.

"Local emergency declaration" means the legal written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred or is imminent.

"Local emergency management agency" means the organizational unit of the executive branch of a city, or cities acting jointly, county, urban-county, or charter county government, or counties acting jointly, created

pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created under Kentucky law with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this Agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this Agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this Agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES—AGREEMENT ADMINISTRATOR

- A. As this Agreement is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this Agreement and accordingly shall attempt to render assistance in accordance with the terms of the Agreement to the fullest extent possible.

All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

- B. Kentucky Emergency Management shall serve as the Agreement Administrator. Kentucky Emergency Management shall not be a party to this Agreement or be liable for any actions taken by any party to this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency impacted area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement and include the Kentucky Emergency Management incident number on any request. If the KYEM incident number is unknown, the requester shall provide the incident number as soon after as practicable. A request shall be followed as soon as practicable by a written

confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. Providers that self-deploy to an emergency must immediately contact the recipient's executive authority or authorized representative to receive an assignment. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
 - 1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall notify the area emergency manager and contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 - 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner. Nothing in this Agreement shall restrict a recipient's ability to provide documentation of requests after the emergency has occurred.

- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:
 - 1. **Impacted Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
 - 2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
 - 3. **Infrastructure Systems:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
 - 4. **Aid and Assistance:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - 5. **Provider's Traveling Employee Needs:** Unless otherwise agreed upon by the parties, it is mutually understood that a provider will provide for the basic needs of provider's traveling employees. Traveling employee salaries and benefits will be paid by the provider. The recipient shall assist the provider in obtaining any federal or state reimbursement for traveling employee salaries, benefits, or other expenses incurred, if applicable.
 - 6. **Facilities:** The need for sites, structures, or buildings outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and

7. Meeting Time and Place: An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. STATE AND FEDERAL ASSISTANCE: A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction if applicable.
- D. List of Authorized Representatives: The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation to determine the availability of personnel, equipment, and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
- b. The projected length of time such personnel, equipment, and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this Agreement);
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this Agreement).

When a provider submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Provider's supervisory personnel shall consider the medical direction and scope of practice in assignments. Provider's personnel shall provide care under the procedures and protocols in effect from their agency and shall not provide care outside the agency's scope of practice as established by the Kentucky board of EMS. Disputes arising over the delivery of direct patient care will be decided by on-line medical control.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall:

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;
- b. Maintain daily personnel time records, material records and a log of equipment hours; and;
- c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this Agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider for extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses if subject to 44 C.F.R. Part 206.

- A. Personnel – During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. A provider shall pay for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance unless otherwise agreed upon, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. Equipment – A provider shall be responsible for any equipment provided during the period of assistance, unless otherwise agreed upon. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to

maintain such equipment in safe and operational condition. At the request of a provider, fuels, miscellaneous supplies, and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider.

- C. **Materials and Supplies** – A provider shall be responsible for all materials and supplies furnished by it and used or damaged during the period of assistance, unless otherwise agreed upon. The measure of any reimbursement the provider shall receive shall be determined in accordance with 44 C.F.R. 206.228.
- D. **Record Keeping** – A recipient or its representative local emergency management agency, personnel shall provide information, directions, and assistance for record keeping to a provider's personnel. A provider shall maintain patient care report records for patients treated by the agency's personnel, when applicable. The provider agrees to share incident and patient information that may be necessary to mitigate the incident, as authorized by state and federal law. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **Payment; Other Miscellaneous Matters as to Reimbursement** – A provider shall forward an itemized statement of reimbursable costs and expenses to the recipient as soon as practicable after the costs and expenses are incurred, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. EMS services providers may bill the patient or the patient's third-party carrier, as appropriate, at the provider's prevailing rate for supplies, equipment, transport, and other applicable services in accordance with the assisting agency's patient billing practices.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider.

SECTION IX. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that each party purchases insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION X. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION; PROPERTY

This Agreement shall be approved and adopted by the governing body of a party and the signed by the party's chief executive officer. There shall be no jointly held property under the provisions of this Agreement. This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party may withdraw from this Agreement with at least 60 days notice. Once a withdrawal is effective, a withdrawn entity shall no longer be a party to this Agreement, but this Agreement shall continue to be in force among the remaining parties.

There shall be no jointly held property under the provisions of this Agreement.

SECTION XI. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this Agreement.

SECTION XII. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this Agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XIII. EFFECTIVE DATE, APPROVAL AND ADOPTION

This Agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the Agreement:

RESOLUTION

BE IT RESOLVED BY _____ OF _____
(Governing Body) (City or County)

that the Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT _____, _____
(Name of Primary Representative) (Official Title)

AND _____, _____
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, _____,
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and for the purpose of entering into the agreement and thereby become a party to the Emergency Management Mutual Aid and Assistance Agreement.

Passed and approved this ___ day of _____, 20__.

Motion by: _____
Name & Title

Second by: _____
Name & Title

CERTIFICATION

I, _____, duty appointed _____
(Title)

of _____, do hereby certify that the above is a true and correct copy of the
(City, County, or Other Entity)

resolution passed and approved by the _____ of _____
(City, County, or Other Entity)

on the ___ day of _____, 20__.

(Signature)

(Date)

**STATEWIDE
EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT**

Part II. List of Authorized Representatives to Contact for Emergency Assistance

For _____
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____

ALTERNATE REPRESENTATIVE:

Name: _____ Title: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Phone: _____ FAX: _____
Pager: _____ E-Mail: _____
Cell Phone: _____