

**CITY OF DAYTON, KENTUCKY**

**ORDINANCE NO. 2026#1**

**AN ORDINANCE AMENDING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2025, THROUGH JUNE 30, 2026, AND ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE CITY TO THE FULL EXTENT AUTHORIZED BY KRS 82.082 AND INTERPRETATIVE CASE LAW.**

**WHEREAS**, a proposed annual operating budget has been prepared and delivered to the City Council of the City of Dayton, Kentucky; and,

**WHEREAS**, the City Council, having reviewed and discussed the proposed budget, desires to adopt it for Fiscal Year 2026.

**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, 2025, and ending June 30, 2026, 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. All encumbrances outstanding on June 30, 2025, for goods not yet provided or services not yet rendered are hereby reappropriated to conform with generally accepted accounting principles for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026.
3. The balance of all capital construction, renovation, improvement projects and grants currently approved and/or nearing completion are hereby approved for reappropriation and carry over for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026.
4. 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.
5. All prior Municipal Order/Resolutions and/or or Ordinances or parts of any thereof that conflict with this Ordinance are hereby repealed.
6. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on May 13, 2025, and given final reading on June 10, 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: February 10, 2026

Second Reading: March 10, 2026

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

ATTEST:

\_\_\_\_\_  
TRISTAN KLEIN  
CITY CLERK/TREASURER

# City of Dayton Budget 2026 (Amendment One)

The annual budget for fiscal year beginning July 1, 2025 and ending June 30, 2026 is hereby adopted as follows:

Resources Available	General Fund	Municipal Aid Fund	Econ. Development	Park Board	TIF
Fund Balance Forward:	\$ 5,481,500.00	\$ 30,000.00	\$ 470,000.00	\$ 50,000.00	\$ 840,000.00
<b>Estimated Revenue</b>					
Taxes	\$ 2,138,000.00				<del>\$ 1,150,000.00</del> \$ 1,700,000.00
Licenses and Permits	\$ 2,608,200.00				
Fines	\$ 177,200.00				
Intergovernmental	\$ 118,000.00	\$ 160,000.00		\$ 150,000.00	
Charges for Services	<del>\$ 411,550.00</del> \$ 471,550.00				
Miscellaneous	\$ 565,250.00			\$ 400.00	
Grant Restricted	\$ 3,201,920.00			\$ 72,000.00	
Interest	\$ 30,000.00	\$ 600.00	\$ 7,000.00	\$ 1,000.00	\$ 6,000.00
<b>Total Estimated Revenue</b>	<b>\$ 9,310,120.00</b>	<b>\$ 160,600.00</b>	<b>\$ 7,000.00</b>	<b>\$ 223,400.00</b>	<b>\$ 1,706,000.00</b>
Available Appropriations	\$ 14,791,620.00	\$ 190,600.00	\$ 477,000.00	\$ 273,400.00	\$ 2,546,000.00
<b>Appropriations</b>					
General Government	\$ 780,000.00				\$ 150,000.00
Police	\$ 1,545,600.00				
Fire	\$ 1,382,390.00				
Public Works	\$ 600,000.00	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 150,000.00				
Parks				\$ 170,000.00	\$ 150,000.00
Economic Development			<del>\$ 50,000.00</del> \$ 75,000.00		
Waste Collection	\$ 522,000.00				
Professional Services	<del>\$ 100,000.00</del> \$ 160,000.00	\$ 130,000.00			
TIF Payment					<del>\$ 850,000.00</del> \$ 1,400,000.00
Miscellaneous	\$ 61,500.00				
Capital Spending	\$ 6,482,400.00				
<b>Total Appropriations</b>	<b>\$ 11,683,890.00</b>	<b>\$ 160,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 247,500.00</b>	<b>\$ 1,700,000.00</b>
Est. Ending Fund Balances	\$ 3,107,730.00	\$ 30,600.00	\$ 402,000.00	\$ 25,900.00	\$ 846,000.00

**CITY OF DAYTON, KENTUCKY  
ORDINANCE NO. 2026-2**

**AN ORDINANCE AMENDING SECTIONS §110.06, §110.12,  
AND § 110.19 AND ADDING A NEW § 110.22 TO  
CHAPTER 110 OF THE CITY OF DAYTON, KENTUCKY,  
CODE OF ORDINANCES.**

BE IT ORDAINED BY THE CITY OF DAYTON, CAMPBELL COUNTY,  
KENTUCKY:

Chapter 110, Business License Taxes, in Title XI, Business Regulations, of the City of Dayton Code of Ordinances is hereby amended as follows, with words being deleted ~~lined through~~ and words being added underlined.

**OCCUPATIONAL LICENSE FEES**

**\* \*\***

**§ 110.06 OCCUPATIONAL LICENSE FEE PAYMENT REQUIRED AND LICENSE  
FEE SCHEDULE.**

(A) Every person or business entity engaged in any business for profit and any person or business entity that is required to make a filing with the Internal Revenue Service or the Kentucky Revenue Cabinet shall be required to file and pay to the city an Occupational License fee for the privilege of engaging in such activities within the city. The Occupational License fee shall be measured as follows:

(1) The Occupational License fee for employees shall be 2.50% of all wages and compensation paid or payable for work done or services performed or rendered in the city by every resident and nonresident who is an employee;

(2) Every business shall pay an Occupational License fee on its gross receipts or sales in the city. Persons shall submit federal tax forms (i.e., Forms 1120 and 1120-S or 1040 Schedule C or a certified affidavit if no federal tax return is filed) that show gross receipts or sales for the previous tax year.

(B) Computation of the gross receipts of all businesses, trades, professions, or occupations from activities conducted within the city during the preceding calendar shall be made upon forms provided by the City Clerk/Treasurer in the amount as outlined in the following table except as excluded herein:

<i>Total Gross Receipts (Dollars)</i>	<i>Amount of Tax (Dollars)</i>
\$ 0 – 5,000	\$ 60.00
\$ 5,001 - 10,000	\$ 100.00
\$ 10,001 - 25,000	\$ 150.00
\$ 25,001 - 50,000	\$ 200.00
\$ 50,001-100,000	\$ 250.00
\$ 100,001 - 200,000	\$ 350.00
\$ 200,001 - 300,000	\$ 450.00
\$ 300,001 - 400,000	\$ 550.00
\$ 400,001 - 500,000	\$ 700.00
\$ 500,001 - 600,000	\$ 850.00
\$ 600,001 - 700,000	\$ 1,000.00
\$ 700,001 - 800,000	\$ 1,150.00
\$ 800,001 - 900,000	\$ 1,300.00
\$ 900,001 - 1,000,000	\$ 1,450.00
\$ 1,000,001 - 2,000,000	\$ 1,600.00
\$ 2,000,001 - 3,000,000	\$ 1,750.00
\$ 3,000,001 - 4,000,000	\$ 2,500.00
\$ 4,000,001 - 5,000,000	\$ 3,500.00
\$ 5,000,001 – 10,000,000	\$ 4,500.00
\$ 10,000,001 and above	\$ 6,000.00

(C) A rental property owner engaged in the business of leasing real property, including, but not limited to, residential, commercial, or industrial properties, shall pay an annual license tax to the

city in the amount of .01 times the rental property owner's gross receipts but not less than the amount of one hundred dollars (\$100.00) instead of the amounts listed in the table above. Rental property owners are required to submit applicable federal tax forms with their return and fee, including but not limited to a Form 1040 Schedule E with Schedules C and E, Form 1120 or 1120-S, Form 8825, depending on how the business entity has been organized, or other tax forms that show gross rents paid or other income for rental properties during the previous tax year(s), with their return and payment of this fee.

(D) Every person engaged in the business of selling fireworks shall pay an annual license tax to the city in the amount of one thousand dollars (\$1,000.00) instead of the amounts listed in the table above.

(E) A fee two and one-half percent (.025) on the wages and compensation paid or payable for work done or services performed or rendered in the city by every resident and nonresident who is an employee in amount

(F) If any business entity dissolves, ceases to operate, or withdraws from the city during any taxable year, or if any business entity in any manner surrenders or loses its charter during any taxable year, the dissolution, cessation of business, withdrawal, or loss or surrender of charter shall not defeat the filing of returns and the assessment and collection of any Occupational License fee for the period of that taxable year during which the business entity had business activity in the city.

\*\*\*

## § 110.12 AUDIT PROVISIONS.

(A) As soon as practicable after each return is received, the city may examine and audit the return. If the amount of fee computed by the city is greater than the amount returned by the business entity, the additional fee shall be assessed and a notice of assessment mailed to the business entity by the city within five years from the date the return was filed, except as otherwise provided in this section.

(1) In case of a failure to file a return or the documents required by § 110.06(C) or filing of a fraudulent return, the city may assess the additional fee at any time and there shall be no time limitations for bringing an action under this chapter.

(2) In the case of a return where a business entity understates gross receipts, or omits an amount properly includable in gross receipts, or both, which understatement or omission, or both, is in excess of 25% of the amount of gross receipts stated in the return, the additional fee may be assessed at any time within six years after the return was filed.

(3) In the case of an assessment of additional fee relating directly to adjustments resulting from a final determination of a federal audit, the additional fee may be assessed before the expiration of the times provided in this subsection, or six months from the date the city receives the final determination of the federal audit from the business entity, whichever is later.

(4) The times provided in this division may be extended by agreement between the business entity and the city. For the purposes of this division, a return filed before the last day prescribed by law for filing the return shall be considered as filed on the last day. Any extension granted for filing the return shall also be considered as extending the last day prescribed by law for filing the return.

(B) Every business entity shall submit a copy of the final determination of the federal audit within 30 days of the conclusion of the federal audit.

(C) In addition to all other remedies available to the city, the city may initiate a civil action for the collection of any additional unpaid fee within the times prescribed in division(A) above.

\*\*\*

### **§ 110.19 REVOCATION OR SUSPENSION OF OCCUPATIONAL AND BUSINESS LICENSES.**

(A) Any occupational license or other business license issued under this chapter, or any other authority of the city, may, after notice to the holder thereof, ~~and after a hearing before City Council as hereinafter provided;~~ be revoked; or suspended ~~by the City Council~~ for the following reasons:

(1) If any person licensed under this chapter or who is required to have an Occupational License under this chapter (“licensee”) is convicted of a felony, a misdemeanor for which a jail sentence may be imposed, any other crime in which moral turpitude is involved, or any other crime which directly relates to the business, occupation, or profession of which a license was issued pursuant to the terms of this chapter. However, in making the decision to revoke or suspend the license, the City Council shall consider:

- (a) The nature or seriousness of the crime for which the person was convicted;
- (b) The relationship of the crime to the purpose of regulating the business, occupation, or profession for which the license was issued;
- (c) The relationship of the crime to the ability, capacity and fitness required to perform the duties and to discharge the responsibilities of the operation of the business, occupation, or profession for which the license was issued; and
- (d) The extent to which the person may have been successfully rehabilitated.

(2) If there shall occur in, on or at the premises covered by the license any constitution that is a nuisance or obnoxious to the morals and general welfare of the public;

(3) If any person is disorderly in, on or at the premises covered by the license and disturbs the good order of the community or the license holder suffers or permits any disorderly conduct in, on, or at the licensed premises;

(4) If the ~~holder of the licensee~~ shall misrepresent any material facts as to the kind of business in the licensee’s application or return or other fact necessary or proper to determine the regulatory fee to be paid;

(5) Owners of all commercial, office, and industrial structures in the city and multi-family residential structures with more than three residential units must be inspected by the Bellevue-

Dayton Fire Department prior to the issuance of an Occupational License by the city, and every year thereafter, these owners must schedule an annual inspection with the Fire Department, and failure to do so will result in the city denying issuance of an Occupational License to the licensee.

(6) If the ~~holder of the~~ licensee shall refuse right of entry to the Building Inspector, ~~Fire Department~~, or other city officer or employee requiring entry for the purpose of conducting inspection as specified or permitted by ordinance; or

(7) The City Administrator may revoke or suspend any Occupational License issued by the city for any period of time determined by the City Administrator to be reasonable and appropriate under the circumstances for any of the following reasons:

(a) Failure of any person, fiduciary, business entity, or employer (“employer”) to obtain an Occupational License to operate a business in the city; or

(b) Failure to timely file any return required by this chapter or to provide any supporting documents required by this chapter; or

(c) Failure of an employer to withhold, collect, and pay any employee payroll taxes or Occupational License fees due to the city pursuant to this subchapter; or

(d) Failure of any employer, person, fiduciary, or business entity to pay any fee imposed by this subchapter when such fee is due to the city; or

(e) Failure of an employer or licensee to comply with the applicable provisions of this chapter.

(68) If there shall occur in, on or at the premises covered by the license any violation of any city or state code or ordinance or if the license holder suffers or permits any violation of any city or state code or ordinance in, on or at the licensed premises. If a licensee allows or permits any other violation of any state statute or city ordinance on the licensed premises.

(B) When the ~~Mayor or~~ City Administrator ~~or~~ ~~ive~~ Officer has probable cause to believe that a license should be revoked for any of the causes enumerated herein, ~~he or she shall prefer charges~~ against the holder of the license with the City Clerk/Treasurer. ~~The charges shall be in writing and each charge shall be clearly set out. Within three days after the filing of the charges and of the time of the hearing thereof shall be mailed to the licensee at the address shown on the license and a hearing before the City Council shall be held within ten days after the filing of the charges with the Council. The evidence shall be transcribed and the action and decision of the Council on the charges shall be reduced to writing and recorded in the minute book.~~ the City Administrator shall notify the licensee in writing that the city is seeking a revocation or suspension, which shall be sent to the licensee by certified U.S. mail, return receipt requested, at the address listed on its Occupational License and by posting such notice at licensee’s place of business. The notice shall set forth the city’s reason(s) for revoking or suspending the Occupational License for cause and shall direct the licensee that it may respond in writing to this notice within ten days from the date of the notice to show cause why the Occupational License should not be revoked or suspended. This notification shall be sent to both the owner and operator of the business, if the two are not the same, but only if these individuals or entities and their addresses were identified on the Occupational License application filed with the city. During its ten-day response period, the licensee shall have the opportunity to

present any relevant evidence to rebut the city's charges outlined in its notice or evidence that the aforementioned fees and/or taxes have been paid or are not due, that the documentation required by ordinance has been submitted to the city, or other relevant evidence showing good cause for failure to file returns, pay fees or taxes, or to submit documentation required under this chapter to the city. The failure of the licensee to timely file federal tax returns with the IRS, absent a valid time extension request filed by the licensee with the IRS or other legally valid reason, shall *not* constitute good cause. If the licensee's mailing address is different than the mailing address on its application for an occupational license, the license also shall submit the correct address to the city with its response. Any evidence presented after the 10-day period will not be accepted by the city.

(C) Within thirty (30) days after the expiration of the ten (10) day response period, the city Administrator shall review all evidence submitted by the licensee and, if necessary, order any audits needed to determine whether or not the contested amounts are disputed in good faith. After this review, the City Administrator shall make a preliminary determination whether a cause for revocation or suspension of the licensee's Occupational License is found to exist, and if so, then to promptly conduct a due-process hearing at which time the licensee shall be allowed to appear and present witnesses and/or evidence on its behalf. Notice of the hearing shall be sent by the city Administrator to the licensee, by certified mail, return receipt requested at least seven (7) days prior to the scheduled hearing. A record of the hearing shall be kept. The City Administrator may designate an independent hearing officer who has not participated in the investigation to conduct the hearing. At the hearing, the city shall bear the burden of proving by a preponderance of the evidence that grounds for revocation or suspension exist. If the licensee fails to appear at the hearing, or fails to establish full compliance with this chapter, the City Administrator shall revoke or suspend the Occupational License of the business, and the licensee shall immediately cease operation of its business for the duration of the revocation or suspension period. Notice of revocation or suspension ("notice") of any Occupational License shall be sent to the licensee and/or operator of the business by certified mail.

(D) Right of appeal. Any licensee whose an Occupational License has been revoked or suspended by the city pursuant to the foregoing provisions may appeal the revocation or suspension to the City's Code Enforcement Board, by filing with the City Clerk, within seven (7) days after the date of revocation or suspension notice, a written notice of appeal, along with a copy of the notice of revocation or suspension it received and a statement of reasons why the revocation or suspension should be overruled. Within thirty (30) days after the filing of the notice of appeal hereunder, the Code Enforcement Board shall review all evidence and testimony provided by the licensee or the city at the revocation hearing. The Code Enforcement Board shall uphold the revocation or suspension imposed by City Administrator if it is supported by substantial evidence or overrule it if not supported by substantial evidence. The Code Enforcement Board shall notify the City Administrator and the licensee of its decision within seven days after the completion of its review and decision. The city shall send the Code Enforcement Board decision to the licensee by regular U.S. mail. The decision of the Code Enforcement Board shall be a final administrative determination by the city, which may be appealed pursuant to § 38.11 of the City Code of Ordinances.

(E) Revocation or suspension of an Occupational License hereunder shall be in addition to the imposition of any other penalty prescribed by this chapter or any other ordinance, statute, or law. The city may take any and all necessary and appropriate measures to enforce this section, including but not limited to, obtaining injunctive relief from a court of competent jurisdiction to prevent a person or entity from operating a business within the city when it fails to obtain an Occupational License or its licensee has been revoked or suspended by the city as set forth herein.

\*\*\*

**§ 100.22 INVESTIGATIVE POWERS OF CLERK-TREASURER; AUTHORITY TO PROMULGATE REGULATIONS.**

(A) The City Clerk/Treasurer, or any agent or employee designated by him or her, is authorized to examine the books, papers, and records of any employer or supposed employer or of any licensee or supposed licensee to determine the accuracy of any return made, or if no return was made to, ascertain the amount of the license fee due under the terms of this subchapter. Each employer or supposed employer or licensee shall give to the City Clerk/Treasurer or to his or her duly authorized agent or employee the means, facilities, and opportunity to conduct the examination and investigation.

(B) The City Clerk/Treasurer is authorized to examine any person under oath concerning any gross receipts that were or should have been shown in a return, and he or she may compel the production of books, papers, records, and the attendance of all persons before him or her, whether as parties or as witnesses, whom he or she believes to have knowledge of gross receipts due or other compensation, to the extent that any officer empowered to administer oaths in the Commonwealth of Kentucky is permitted to so order.

(C) The City Clerk/Treasurer, or any agent or employee designated by him or her, acting under the direction of the City Administrator, is charged with the enforcement of the provisions of this subchapter, and is empowered to prescribe, adopt, promulgate, and enforce regulations relating to any matter pertaining to the administration and enforcement of the provisions of this subchapter, including, but not limited to, provisions for the reexamination and correction of returns as to which an overpayment or underpayment is claimed or found to have been made and these regulations shall be binding upon all licensees and employers.

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

First Reading: February 10, 2025

Second Reading: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
TRISTIAN KLEIN  
CITY CLERK/TREASURER

**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 \_\_\_\_\_  
2026.

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

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2026-3R**

**AN ORDER-RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AMENDMENT TO THE NORTHERN  
KENTUCKY SPECIAL WEAPONS AND TACTICS, INC.  
INTERLOCAL COOPERATION AGREEMENT.**

WHEREAS, the City of Dayton, Ky. (“City”) is a party to an existing Interlocal Cooperation Agreement with other governments to create, staff, and operate a Special Weapons and Tactics (“S.W.A.T.”) unit in Northern Kentucky (“the Unit”); and

WHEREAS, under the Interlocal Cooperation Act (the “Act”), as set forth in KRS Sections 65.210 to 65.300, any powers, privileges, or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a cooperation agreement allowing joint and cooperative action; and

WHEREAS, in 2008, Northern Kentucky regional governmental entities executed an Interlocal Agreement (“Interlocal Agreement”) to created and participate in a newly formed multi-jurisdictional S.W.A.T. unit, which was amended in 2013, 2017, and 2018 to include name changes and additional governmental entities (collectively, “the Prior Agreements”); and

WHEREAS, the Unit’s Board has determined through a quorum vote that the Unit will best be served if governed by bylaws, as may need to be amended from time to time, to establish which representative(s) of the Unit Members can serve as Officers on the Unit’s Board and the respective tenures of those Officer so that the Kenton County Sheriff does not serve perpetually as the Board’s Director.

NOW, THEREFORE, IT HEREBY ORDERED AND RESOLVED that the Mayor is authorized to execute any and all necessary documents on behalf of the City of Dayton, Kentucky, to effectuate an amendment to the Interlocal Agreement to allow duly adopted bylaws, which may be amended from time to time by Unit’s Board, to establish which representatives of the Unit Members

can serve as Officer's on the Unit's Board and the respective tenures of those Officers so that the Kenton County Sheriff does not serve perpetually as the Board's Director. The amended Interlocal Agreement will replace the Prior Agreements, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if fully rewritten.

**ADOPTED: February 10, 2026**

By: \_\_\_\_\_  
**Ben Baker**  
**Mayor**

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," incorporated therein, 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 February 10, 2026, which 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 \_\_\_\_\_ 2026.

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

EXHIBIT "A"

Interlocal Cooperation Agreement between Northern Kentucky Governmental Entities  
to Create, Staff, and Operate a Regional Special Weapons and Tactics ("S.W.A.T.") Unit

*(See attached)*

# **INTERLOCAL AGREEMENT FOR NORTHERN KENTUCKY**

## **SPECIAL WEAPONS AND TACTICS (S.W.A.T.), INC**

**WHEREAS**, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the “Act”), any powers, privileges, or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a Cooperation Agreement allowing joint and cooperative action; and

**WHEREAS**, the parties to this 2026 Agreement are authorized to exercise and enjoy the powers, privileges, responsibilities, and authority exercised or capable of exercise by local governments of the Commonwealth of Kentucky pursuant to KRS 65.210 through KRS 65.300; and

**WHEREAS**, those regional governmental entities in addition to the Cities of Elsmere, Ludlow, Taylor Mill, Villa Hills, Fort Thomas, and the Police Authority for Crestview Hills and Lakeside Park and the Counties of Kenton and Campbell executed an Interlocal Agreement in 2013, to participate in a newly formed multi-jurisdictional S.W.A.T. unit that, by agreement, replaced NKERU, with the newly formed Kenton County Special Weapons and Tactics Unit (“2013 Agreement”), and that 2013 Agreement was received and filed in the Office of the Secretary of State for the Commonwealth of Kentucky on August 7, 2013, and filed with the Kenton County Clerk’s Office on August 13, 2013 in Book C5243, Page 0310, and in the Campbell County Clerk’s Office on September 2, 2014, in Book 626, Page 757; and

**WHEREAS**, an amendment to the 2013 Agreement adding the Cities of Dayton, Highland Heights, and the County of Kenton and changing the name from Kenton County S.W.A.T. Unit to Kenton County Regional S.W.A.T. Unit was recorded May 30, 2017, in the

Kenton County Clerk's Office in Book C 6169, Page 251, and in the Campbell County Clerk's Office on May 30, 2017, in Book 664, Page 622 ("the 2017 Amendment); and

**WHEREAS**, the undersigned regional governmental entities desire to participate in a newly formed multi-jurisdictional unit to be incorporated as Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., which, by mutual agreement, shall replace the 2013 Agreement and the 2018 Amendment thereto, and shall be comprised of the following jurisdictions:

1. City of Alexandria, Campbell County
2. City of Bellevue, Campbell County
3. Campbell County Police Department
4. Campbell County Sheriff's Office
5. City of Cold Spring, Campbell County
6. City of Crescent Springs, Kenton County
7. City of Dayton, Campbell County
8. City of Edgewood, Kenton County
9. City of Elsmere, Kenton County
10. City of Erlanger, Kenton County
11. City of Fort Mitchell, Kenton County
12. City of Fort Thomas, Campbell County
13. City of Fort Wright, Kenton County
14. City of Highland Heights, Campbell County

15. City of Independence, Kenton County
16. Kenton County Police Department
17. Kenton County Sheriff's Office
18. Lakeside Park-Crestview Hills Police Authority, Kenton County
19. City of Ludlow, Kenton County
20. City of Newport, Campbell County
21. Northern Kentucky Drug Strike Force
22. City of Park Hills, Kenton County
23. City of Southgate, Campbell County
24. City of Taylor Mill, Kenton County
25. City of Villa Hills, Kenton County
26. City of Wilder, Campbell County

**WHEREAS**, each government entity signing this Agreement (“2026 Agreement”) as a party to the 2026 Agreement (“Party”) is authorized to exercise and enjoy the powers, privileges, responsibilities, and authority capable of being exercised by local governments of the Commonwealth of Kentucky pursuant to the Act; and

**WHEREAS**, each Party may be called to respond to a situation that involves a serious threat(s) or such indifference to the safety of persons and/or property that requires the assistance of specially trained law enforcement personnel. Such situations include, but are not limited to, the following:

1. Hostage(s) Situations

2. Transgressors who are barricaded and armed
3. Active Killer Situations
4. High-Risk Warrant
5. High-Risk Apprehension
6. Personal Protection Detail
7. Search and Rescue
8. Terrorism
9. Special Assignments

**WHEREAS**, each Party believes it is in the best interest of the safety and well-being of its respective citizens to partner in the creation of a regional specialized Special Weapons and Tactics (S.W.A.T.) unit designed to respond to situations that go beyond the capabilities of normally equipped and trained law enforcement personnel; and

**NOW, THEREFORE**, in consideration of the mutual and reciprocal covenants herein, the **KENTON COUNTY POLICE DEPARTMENT, KENTON COUNTY SHERIFF'S OFFICE, NORTHERN KENTUCKY DRUG STRIKE FORCE**, and the cities of **CRESCENT SPRINGS, EDGEWOOD, ELSMERE, ERLANGER, FORT MITCHELL, FORT WRIGHT, INDEPENDENCE, LUDLOW, PARK HILLS, TAYLOR MILL, VILLA HILLS**, and the **LAKESIDE PARK-CRESTVIEW HILLS POLICE AUTHORITY** in the County of Kenton, Commonwealth of Kentucky, and the **CAMPBELL COUNTY POLICE DEPARTMENT, CAMPBELL COUNTY SHERIFF'S OFFICE** and the cities of **ALEXANDRIA, BELLEVUE, COLD SPRING, DAYTON, FORT THOMAS, HIGHLAND HEIGHTS, NEWPORT, SOUTHGATE** and **WILDER** in the County of Campbell, Commonwealth of Kentucky, hereby agree as follows:

<b><u>SECTION 1:</u></b>	<b>LOCAL GOVERNMENT AUTHORIZATION</b>
--------------------------	---------------------------------------

Each Party certifies, warrants, and confirms that they are duly qualified and authorized to enter into the 2026 Agreement and to carry out the terms and provisions hereof.

<b><u>SECTION 2:</u></b>	<b>PURPOSE</b>
--------------------------	----------------

The purpose of the 2026 Agreement is to provide for the protection of lives and property through a ready, specialized, flexible Special Weapons and Tactics Unit that utilizes skilled tactics in the delivery of law enforcement and medic services to unusual or special situations that require a concentration of skilled personnel, at a specific time and place, without the interruption of routine patrol operations.

<b><u>SECTION 3:</u></b>	<b>CREATION AND MEMBERSHIP</b>
--------------------------	--------------------------------

By agreement among the Parties, Northern Kentucky Special Weapons and Tactics Unit, Inc. (hereinafter "S.W.A.T. Unit") is hereby created as a multi-jurisdictional, joint law enforcement specialized unit to respond to high-risk or unusual situations requiring a specialized response from law enforcement.

<b><u>SECTION 4:</u></b>	<b>EXECUTIVE BOARD OF DIRECTORS</b>
--------------------------	-------------------------------------

An Executive Board of Directors (hereinafter "Executive Board") shall oversee the management and operation of the S.W.A.T. Unit, including responsibility for its organization, articles of incorporation, bylaws, and administration. The Executive Board shall exercise its authority only through the recorded vote of the majority, with written minutes thereof, at regularly scheduled meetings or at special meetings scheduled by at least 25% of its number, with written notification thereof to each Party at least twenty-four (24) hours prior thereto.

<b><u>SECTION 5:</u></b>	<b>OFFICERS OF THE EXECUTIVE BOARD</b>
--------------------------	--

The officers of the Executive Board shall consist of the Chief Executive Officer, Deputy

Chief Executive Officer, Deputy Director, Secretary, and one (1) representative from each participating county, as outlined in the Interlocal Agreement. All officers must be members of the Board of Directors. The Board of Directors shall consist of one (1) individual representing each member agency to this 2026 Agreement. The Chief Executive Officer shall be the Sheriff with the longest tenure among the participating counties, in accordance with this agreement. The Deputy Chief Executive Officer shall be the Sheriff with the second-longest tenure. In the event of equal tenure, the Board of Directors shall determine the Chief Executive Officer by majority vote. The Chief Executive Officer shall serve in accordance with the provisions of the Interlocal Agreement, which may be amended from time to time. The Chief Executive Officer is responsible for appointing the Deputy Director, who shall serve at the Chief Executive Officer's discretion. The Secretary and the representatives from each county shall serve a term of one year, continuing until their respective successors are elected and duly qualified at the Executive Board's January meeting. The Executive Board may remove any officer by a majority roll-call vote of the Executive Board members present at any regular or special meeting. Members of the Board of Directors shall fill vacancies.

<b><u>SECTION 6:</u></b>	<b>NORTHERN KENTUCKY S.W.A.T. TEAM MEMBERSHIP</b>
--------------------------	---

S.W.A.T. Unit members ("Unit Members") shall be either peace officers or tactical medics employed by, or volunteering for, a Party to the Agreement who are designated thereby for service to the S.W.A.T. Unit.

**1. S.W.A.T. Unit Member Qualifications**

S.W.A.T. Unit Members shall be continually qualified and trained in accordance with the Executive Board's specifications as adopted in the S.W.A.T. Unit Rules, Regulations, and Procedures Manual.

## **2. S.W.A.T. Unit Member Classification**

S.W.A.T. Unit Members shall be classified by the Executive Board in accordance with the Rules, Regulations, and Procedures Manual promulgated and adopted by the Executive Board.

## **3. S.W.A.T. Executive Board and Unit Members Compensation and Benefits**

S.W.A.T. Unit shall not compensate or provide any benefits to Executive Board or Unit Members for their services. Unit members' compensation and benefits shall be limited to what is provided to them by the Party designating the Unit Member for service to the S.W.A.T. Unit, subject to the following minimum insurance requirements.

(A) Each Party is required to provide health, accident, and life insurance to each Unit Member designated by that Party for service to the S.W.A.T. Unit in types and amounts consistent with coverages provided to that Party's similarly classified employees or volunteers, as determined by the designating Party, and communicated to the Executive Board annually at its January meeting.

(B) Each Party is required to ensure each Unit Member designated by that Party for service to the S.W.A.T. Unit with liability insurance coverage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00), per person, and One Million Dollars (\$1,000,000.00) per occurrence, with proper surety as determined by each Party and communicated to the Executive Board annually at its January meeting.

(C) The Board shall procure liability insurance for the Executive Board and its members for discretionary and ministerial acts taken in their respective capacities as Executive Board members in amounts consistent with Section 3 (B) hereof.

#### **4. S.W.A.T. Unit Member Property**

Each S.W.A.T. Unit Member shall be outfitted by the S.W.A.T. Unit with the tactical items, clothing, equipment, and supplies specified by the Executive Board as adopted in the Rules, Regulations, and Procedures Manual. Supplies, equipment, and property, whether used or new, shared or proprietary, shall remain the property of the S.W.A.T. Unit.

<b><u>SECTION 7:</u></b>	<b>NORTHERN KENTUCKY S.W.A.T. FUNDING</b>
--------------------------	---

##### **1. Parties to the Agreement:**

(A) Each Party shall fund the operation of the S.W.A.T. Unit by paying an annual amount of money determined necessary by the Executive Board to purchase equipment, materials, training, and supplies for the operation of the S.W.A.T. Unit. The Executive Board shall notify each Party of its pro-rata or otherwise equitable share owed to the S.W.A.T. Unit no later than the last day of April of each calendar year. Each Party shall pay its share of what is owed, as determined by the Executive Board, to the S.W.A.T. Unit before the first day of July of that calendar year. Payments received shall be deposited into a S.W.A.T. Unit account and used only for the purchase of equipment, materials, training, and supplies as determined by the Executive Board to further the objectives and mission of the S.W.A.T. Unit, and such property shall be and remain the property of the S.W.A.T. Unit.

(B) The services of the S.W.A.T. Unit shall be available to each Party and non-parties to the 2026 Agreement, with there being no cost to any Party or other special weapons and tactics teams that have a reciprocal assistance agreement with the S.W.A.T. Unit.

##### **2. Non-parties to the Agreement:**

Non-parties to the 2026 Agreement without a reciprocal assistance agreement with the S.W.A.T. Unit shall pay the actual costs incurred by each Party participating in the mission to

that agency directly. Each Party is responsible for invoicing a non-party for the cost of the mission. The S.W.A.T. Unit shall separately bill non-parties for the costs of materials and supplies used by the S.W.A.T. Unit for any non-party mission.

<b><u>SECTION 8:</u></b>	<b>NORTHERN KENTUCKY S.W.A.T. OPERATIONS</b>
--------------------------	--

Upon request of any Party, or the officer in charge (“OIC”) of any other law enforcement agency, the services of the S.W.A.T. Unit shall be available for any situation within the objectives and purpose of the S.W.A.T. Unit. A requesting OIC shall retain jurisdictional responsibilities, including the decision whether to call the S.W.A.T. Unit for assistance or discontinue S.W.A.T. Unit services. However, the S.W.A.T. Unit Commander shall at all times and in all ways control and be responsible for S.W.A.T. Unit Members during S.W.A.T. Unit operations. The OIC of the requesting agency shall be advised and consulted on the abilities and procedures of the S.W.A.T. Unit throughout the mission.

<b><u>SECTION 9:</u></b>	<b>ADDITIONAL PARTIES</b>
--------------------------	---------------------------

Additional cities, police agencies, sheriff's offices, or law enforcement entities may become parties to this Agreement by adopting an authorizing resolution or municipal order, which shall be submitted to and approved by the Executive Board.

<b><u>SECTION 10:</u></b>	<b>WITHDRAWAL FROM THE AGREEMENT</b>
---------------------------	--------------------------------------

Any Party may withdraw from the 2026 Agreement by providing at least sixty (60) days' written notice prior to the effective date to all Parties and the Executive Board. A withdrawing Party will forfeit all funds previously paid and property conveyed to the S.W.A.T. Unit.

<b><u>SECTION 11:</u></b>	<b>TERMINATION OF THE AGREEMENT</b>
---------------------------	-------------------------------------

A majority of the Parties to the 2026 Agreement may terminate it by providing written notice to all Parties and the Executive Board at least sixty (60) days prior to the effective date

thereof; and as soon as practicable after receiving such notice, and prior to the effective date of termination of the 2026 Agreement, the S.W.A.T. Unit shall divide its then existing assets among all of the then Parties as equally and equitably as possible. Neither the S.W.A.T. Unit nor any Unit Member shall accept any mission in the capacity of the S.W.A.T. Unit, or under its colors or badge, after notice of termination of the 2026 Agreement is sent to any Party or the Board.

<b><u>SECTION 12:</u></b>	<b>DURATION</b>
---------------------------	-----------------

The duration of the 2026 Agreement shall continue until it is terminated pursuant to Section 11 hereof.

<b><u>SECTION 13:</u></b>	<b>CONTROLLING LAW</b>
---------------------------	------------------------

The 2026 Agreement shall be subject to, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

<b><u>SECTION 14:</u></b>	<b>EFFECTIVE DATE OF 2026 AGREEMENT</b>
---------------------------	---

The 2026 Agreement shall not be effective until it has been approved by the Department of Local Government and recorded in the respective offices of the Secretary of State for the Commonwealth of Kentucky and the Clerks for Kenton and Campbell Counties in the Commonwealth of Kentucky.

<b><u>SECTION 15:</u></b>	<b>SEVERABILITY</b>
---------------------------	---------------------

The provisions of the 2026 Agreement are severable, and if any of its terms are determined to be invalid, illegal, or unenforceable in any respect, the remainder of the 2026 Agreement shall not be invalidated thereby, and the 2026 Agreement shall be construed without such provision(s).

**IN WITNESS WHEREOF**, the 2026 Agreement has been signed on the dates indicated by the Parties pursuant to the approval and authorization of their respective legislative bodies.

01	City of Alexandria, Campbell County	Andy Schabell, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
02	City of Bellevue, Campbell County	Charlie Cleves, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
03	Campbell County Judge Executive Campbell County Police Department	<b>Steve Pendery, Judge Executive</b>
	<b>Signature:</b>	<b>Date: / /2026</b>
04	Campbell County Sheriff's Office	Sheriff Mike Jansen
	<b>Signature:</b>	<b>Date: / /2026</b>
05	City of Cold Spring, Campbell County	David "Angelo" Penque, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
06	City of Crescent Springs, Kenton County	Mike Daugherty, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
07	City of Dayton, Campbell County	Ben Baker, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
08	City of Edgewood, Kenton County	John Link, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
09	City of Elsmere, Kenton County	Marty Lenhof, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
10	City of Erlanger, Kenton County	Jessica Fette, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
11	City of Fort Mitchell, Kenton County	Greg Pohlgeers, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>
12	City of Fort Thomas, Campbell County	Andy Ellison, Mayor
	<b>Signature:</b>	<b>Date: / /2026</b>

13	City of Fort Wright, Kenton County	Dave Hatter, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
14	City of Highland Heights, Campbell County	Greg Meyers, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
15	City of Independence, Kenton County	Chris Reinersman, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
16	Kenton County Judge Executive Kenton County Police Department	<b>Kris Knochelmann, Judge Executive</b>	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
17	Kenton County Sheriff's Office	Jude S. Hehman, Sheriff	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
18	Lakeside Park-Crestview Hills Police Authority, Kenton County	Paul Markgraf Police Authority Chairman	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
19	City of Ludlow, Kenton County	Sarah Thompson, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
20	City of Newport, Campbell County	Tom Guidugli Jr., Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
20	Northern Kentucky Drug Strike Force Kenton County Fiscal Court	Joe Shriver, County Administrator	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
22	City of Park Hills, Kenton County	Kathy Zembrodt, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
23	City of Southgate, Campbell County	Jim Hamberg, Mayor	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
24	City of Taylor Mill, Kenton County	Dan Bell, Mayor		

	<b>Signature:</b>	<b>Date:</b> /     /2026
25	City of Villa Hills, Kenton County	Heather Jansen, Mayor
	<b>Signature:</b>	<b>Date:</b> /     /2026
26	City of Wilder, Campbell County	Valerie A. Jones, Mayor
	<b>Signature:</b>	<b>Date:</b> /     /2026

**APPROVAL OF THE DEPARTMENT OF LOCAL GOVERNMENT**

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

**COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF LOCAL GOVERNMENT**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., Interlocal Agreement

**CITY OF DAYTON, KENTUCKY  
ORDER/RESOLUTION NO. 2026-4R**

**AN ORDER/RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF DAYTON, KENTUCKY, OPPOSING  
HOUSE BILL 518, SENATE BILL 112, AND SENATE BILL  
52 INTRODUCED DURING THE 2026 KENTUCKY  
GENERAL ASSEMBLY BECAUSE THESE BILLS USURP  
LOCAL POLICE POWERS OF THE CITY AND OTHER  
LOCAL GOVERNMENTS AND ADVERSELY IMPACT  
THEIR GOVERNANCE, BUDGETS AND FISCAL  
CONDITIONS, AND FUTURE ECONOMIC  
DEVELOPMENT.**

WHEREAS, most local municipalities and counties across the Commonwealth of Kentucky, including the City of Dayton, Kentucky (“City”), collect local occupational business license fees/taxes to help fund their operations; and

WHEREAS, these funds are allocated toward ongoing day-to-day operational expenses of the City, including providing critical services like police, fire, and emergency-management services, public-infrastructure improvements, and other programs and services utilized by citizens of the City; and

WHEREAS, occupational business licensing fees/tax constitute nearly 30 percent of the City’s annual revenue, the City’s largest stream of revenue; and

WHEREAS, the City has regulatory and zoning ordinances that regulate residential short-term rental properties within the City, and it expects to adopt future regulations because of the adverse impacts these uses can have in residential neighborhoods; and

WHEREAS, the City uses its police powers to issue and enforce local permits and licenses for use of property, including issuing building and zoning permits and licenses; regulating temporary activities, providing infrastructure access; and other activities; and

WHEREAS, House Bill 518 (“HB 518”) was filed in the 2026 General Assembly, which would prevent local governments from directly collecting occupational business license fees/taxes within their jurisdictions and require the Commonwealth of Kentucky to serve as clearinghouse for collection of these fees/taxes and to direct local governments’ collection practices for these fees/taxes; and

WHEREAS, Senate Bill 112 (“SB 112”) was filed in the 2026 General Assembly, which would void existing local ordinances and prevent the adoption of future ordinances relating to the operation and oversight of residential short-term rental properties by local governments; and

WHEREAS, Senate Bill 52 (“SB 52”) mandates that cities create “clear and unambiguous” criteria for approval of licenses and permits, which will require the City to amend numerous City ordinances, would negatively impact the City’s local decision-making process, and allow applicants to appeal every denial of a license or permit for judicial review, which will clog the court system, create

neighborhood nuisances, and cause the City to incur substantial legal fees and costs to defend its decisions despite the fact that due-process protections are already in place to appeal these decisions.

WHEREAS, HB 518, SB 112, and SB 52 would be detrimental to the City, greatly interfere with its police powers, and adversely impact its budget, fiscal condition, and future economic development if these bills are adopted by the 2026 Kentucky General Assembly.

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

The City Council of the City of Dayton, Kentucky, strongly opposes HB 518, SB 112, SB 52, and any other legislation introduced in the 2026 Kentucky General Assembly designed to usurp the police powers of cities, including their ability to locally collect occupational business license fees/taxes of businesses operating within these cities, regulate residential short-term rental properties within their jurisdictions, and make autonomous decisions regarding the issuance of permits and licenses within their jurisdictions.

**ADOPTED: February 10, 2026**

By: \_\_\_\_\_  
**Ben Baker**  
**Mayor**

**Attest:**

By: \_\_\_\_\_  
**Tristan Klein**  
**City Clerk/Treasurer**

CERTIFICATION

I, the undersigned, 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 February 10, 2026, which is 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 \_\_\_\_\_ 2026.

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

**CITY OF DAYTON, KENTUCKY  
ORDER-RESOLUTION NO. 2026-5R**

**AN ORDER/RESOLUTION OF DAYTON, KENTUCKY,  
CITY COUNCIL REAPPOINTING THE MAYOR AND  
CITY ADMINISTRATOR AND APPOINTING BRANDI S.  
ASH TO THE MANHATTAN HARBOUR  
ARCHITECTURAL REVIEW COMMISSION.**

WHEREAS, in Ordinance 2016-#4, the City Council of the City of Dayton, Kentucky (“City Council”) rezoned 82.273 acres of land along the Ohio River in the City of Dayton, Kentucky (“City”) located in the Manhattan Harbour development area as an MLU (Mixed Land Use) zoning district (“MLU Zone”); and

WHEREAS, in Ordinance 2016-#4 also approved text amendments to the City’s Zoning Ordinance to approve Architectural Guidelines related to residential construction in the MLU Zone, which includes establishing a Manhattan Harbour Architectural Review Committee (“MHARC” or “Committee”)) to conduct hearings to review and approve residential construction designs in the MLU Zone prior to their construction; and

WHEREAS, the City wishes to reappoint two existing members and appoint a new member to the Commission.

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

The City reappoints the Mayor and City Administrator as the City’s representatives on the MHARC and Brandi S. Ash, a Vice President and Director of Architecture at SHP Architecture and Design, as the architect representative on the Committee to replace the late Lynn Adams, who served in that role on the Committee for many years.

That this Order/Resolution shall become effective immediately upon approval by the City Council of the City of Dayton, Kentucky.

AND IT IS SO ORDERED AND RESOLVED.

**ADOPTED: February 10, 2026**

By: \_\_\_\_\_  
**Ben Baker**  
**Mayor**

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 February 10, 2026, 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 \_\_\_\_\_  
2026.

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

**CITY OF DAYTON, KENTUCKY  
ORDER/RESOLUTION NO. 2026-6R**

**AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE KENTUCKY DEPARTMENT OF HOMELAND SECURITY 13 DUTY RIFLES WITH SIGHTS AND MOUNTS, AND UPON APPROVAL OF THIS GRANT, EXECUTE A GRANT AGREEMENT AND/OR OTHER DOCUMENTS REQUIRED BY THE DEPARTMENT OR OTHER AGENCIES TO FACILITATE AND ADMINISTER THIS GRANT AND TO ACT AS THE CITY'S AUTHORIZED CORRESPONDENT FOR THE GRANT.**

WHEREAS, the City of Dayton, Kentucky is applying for grant funding under the Law Enforcement Protection Program ("grant funding"), which is administered by the Kentucky Department of Homeland Security ("KOHS"); and

WHEREAS, the City wishes to purchase 13 Duty Rifles with sights and mounts with the grant funding.

WHEREAS, the City recognizes that this grant application and KOHS' approval of it imposes certain obligations and responsibilities on the City.

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

The Mayor is hereby authorized to execute the grant application and furnish all required documentation, including any Memoranda of Agreement, which KOHS or other agencies may require for the above-referenced grant funding, and to take any further acts as the City's authorized correspondent to secure this grant.

**ADOPTED: February 10, 2026**

By: \_\_\_\_\_  
**Ben Baker**  
**Mayor**

Attest:

By: \_\_\_\_\_  
**Tristan Klein**  
**City Clerk/Treasurer**

CERTIFICATION

I, the undersigned, 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 February 10, 2026, which is 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 \_\_\_\_\_  
2026.

---

**Tristan Klein**  
**City Clerk/Treasurer**