

CITY OF DAYTON, KENTUCKY

ORDINANCE NO. 2026-5

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Municipal Order/Resolutions and/or or Ordinances or parts of any thereof that conflict with this Ordinance are hereby repealed.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 12, 2026, and given final reading on June 9, 2026, 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: May 12, 2026

Second Reading: June 9, 2026

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

City of Dayton Budget 2026 (Amendment Two)

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
Estimated Revenue					
Taxes	\$ 2,138,000.00 \$ 2,222,155.00				\$ 1,700,000.00
Licenses and Permits	\$ 2,608,200.00 \$ 2,708,200.00				
Fines	\$ 177,200.00				
Intergovernmental	\$ 118,000.00	\$ 160,000.00		\$ 150,000.00 \$ 210,000.00	
Charges for Services	\$ 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
Total Estimated Revenue	\$ 9,494,275.00	\$ 160,600.00	\$ 7,000.00	\$ 283,400.00	\$ 6,000.00
Available Appropriations					
Available Appropriations	\$ 14,975,775.00	\$ 190,600.00	\$ 477,000.00	\$ 333,400.00	\$ 846,000.00
Appropriations					
General Government	\$ 780,000.00 \$ 850,000.00				\$ 150,000.00
Police	\$ 1,545,600.00				
Fire	\$ 1,382,390.00 \$ 1,388,545.00				
Public Works	\$ 600,000.00	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 150,000.00				
Parks				\$ 170,000.00 \$ 230,000.00	\$ 150,000.00
Economic Development			\$ 75,000.00		
Waste Collection	\$ 522,000.00 \$ 620,000.00				
Professional Services	\$ 160,000.00 \$ 170,000.00	\$ 130,000.00			
TIF Payment					\$ 1,400,000.00
Miscellaneous	\$ 61,500.00				
Capital Spending	\$ 6,482,400.00				
Total Appropriations	\$ 11,868,045.00	\$ 160,000.00	\$ 75,000.00	\$ 307,500.00	\$ 300,000.00
Est. Ending Fund Balances					
Est. Ending Fund Balances	\$ 3,107,730.00	\$ 30,600.00	\$ 402,000.00	\$ 25,900.00	\$ 546,000.00

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2026#6**

AN ORDINANCE ADOPTING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2026, THROUGH JUNE 30, 2027, 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 2027.

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, 2026, and ending June 30, 2027, 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, 2026, 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, 2026, and ending June 30, 2027.
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, 2026, and ending June 30, 2027.
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 are in conflict with this Ordinance are hereby repealed.
6. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on May 12, 2026, and given final reading on June 9, 2026, 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: May 12, 2026

Second Reading: June 9, 2026

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

City of Dayton Budget 2027

The annual budget for fiscal year beginning July 1, 2026 and ending June 30, 2027 is hereby adopted as follows:

Resources Available	General Fund	Municipal Aid Fund	Econ. Development	Park Board	TIF
Fund Balance Forward:	\$ 2,000,000.00	\$ 5,000.00	\$ 380,000.00	\$ 160,000.00	\$ 700,000.00
Estimated Revenue					
Taxes	\$ 2,285,000.00				\$ 2,000,000.00
Licenses and Permits	\$ 2,703,200.00				
Fines	\$ 180,200.00				
Intergovernmental	\$ 122,000.00	\$ 108,500.00		\$ 200,000.00	
Charges for Services	\$ 771,550.00				
Miscellaneous	\$ 65,250.00		\$ 25,000.00	\$ 400.00	
Grant Restricted	\$ 854,720.00				
Interest	\$ 30,000.00	\$ 100.00	\$ 7,000.00	\$ 1,000.00	\$ 200.00
Total Estimated Revenue	\$ 7,011,920.00	\$ 108,600.00	\$ 32,000.00	\$ 201,400.00	\$ 2,000,200.00
Available Appropriations	\$ 9,011,920.00	\$ 113,600.00	\$ 412,000.00	\$ 361,400.00	\$ 2,700,200.00
Appropriations					
General Government	\$ 832,300.00				\$ 700,000.00
Police	\$ 1,658,600.00				
Fire	\$ 1,465,702.00				
Public Works	\$ 583,850.00	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 160,450.00				
Parks				\$ 265,000.00	\$ 70,000.00
Economic Development			\$ 135,200.00		
Waste Collection	\$ 650,000.00				
Professional Services	\$ 150,000.00	\$ 78,500.00			
TIF Payment					\$ 1,700,000.00
Miscellaneous	\$ 90,000.00				
Capital Spending	\$ 1,445,200.00				
Total Appropriations	\$ 7,036,102.00	\$ 108,500.00	\$ 135,200.00	\$ 342,500.00	\$ 2,470,000.00
Est. Ending Fund Balances	\$ 1,975,818.00	\$ 5,100.00	\$ 276,800.00	\$ 18,900.00	\$ 230,200.00

CITY OF DAYTON, KENTUCKY
ORDINANCE 2026#7

AN ORDINANCE AMENDING THE PERSONNEL AND PAY CLASSIFICATION PLAN OF THE CITY OF DAYTON, KENTUCKY, INCLUDING ESTABLISHING CITY EMPLOYEE SALARIES FOR THE 2026-27 FISCAL YEAR AND AMENDING COMPENSATION RANGES FOR THESE POSITIONS.

WHEREAS, pursuant to KRS 83A.070(2), City of Dayton, Kentucky (“City”) must the set the compensation of employees and nonelected officers of the City (“City employees”) in accordance with a personnel and pay classification plan (“Personnel and Pay Classification Plan”); and

WHEREAS, pursuant to the City’s 2026-27 Fiscal Year budget, which is being approved by a separate ordinance, the salaries of City employees are being unilaterally increased by a four percent (4%), effective July 1, 2026, which will change the City’s Personnel and Pay Classification Plan.

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

SECTION I

The City hereby updates and amends its Personnel and Pay Classification Plan to reflect a unilateral four percent (4%) increase in the salaries of all City employees during the 2026-27 Fiscal Year. The updated salaries are shown in Exhibit “A,” which is attached hereto and made a reference a part hereof.

Unless otherwise stated, the compensation shown in Exhibit “A” shall be a yearly or hourly amount based upon the normal number of hours required for each position under the Personnel and Pay Classification Plan and does not include overtime pay as authorized under the City’s Personnel Policy.

SECTION II

City Council authorizes the payment of a year-end incentive to any and all employees in an amount not to exceed Two Hundred Dollars (\$200) per employee.

SECTION III

The City hereby updates and amends the compensation ranges for various authorized positions of City employees as part of the Personnel and Pay Classification Plan as identified in Exhibit "A", which will become effective on July 1, 2026.

SECTION IV

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

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

First Reading: June 9, 2026
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, including Exhibit "A," which is attached hereto and made reference a part hereof, 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

EXHIBIT "A"

Position	Type	No. Authorized	Pay Range minimum	Pay Range Maximum
City Administrative Officer	Salary	1	\$ 114,177.00	\$ 146,799.00
Assistant City Administrator	Salary	1	\$ 86,992.00	\$ 108,740.00
City Clerk	Salary	1	\$ 70,681.00	\$ 92,429.00
Assistant City Clerk	Hourly	1	\$ 21.75	\$ 36.97
Administrative Secretary- Part time (Hourly)	Hourly	1	\$ 16.31	\$ 20.66
Chief of Police	Salary	1	\$ 90,254.20	\$ 119,614.00
Police Captain	Hourly	0	\$ 40.23	\$ 43.50
Police Lieutenant	Hourly	1	\$ 38.06	\$ 42.41
Police Sergeant	Hourly	1	\$ 32.62	\$ 39.15
Police Corporal	Hourly	2	\$ 29.36	\$ 35.88
Police Officer	Hourly	8	\$ 25.01	\$ 35.88
Police Recruit	Hourly	1	\$ 22.84	\$ 25.01
School Resource Officer	Hourly	1	\$ 28.27	\$ 36.97
Police Clerk (Hourly)	Hourly	1	\$ 19.57	\$ 28.27
Public Works Superintendent	Hourly	1	\$ 30.45	\$ 43.50

Crew Leader	Hourly	1	\$ 25.01	\$ 30.45
Laborer	Hourly	4	\$ 19.57	\$ 28.82
Laborer (23 hrs/week)	Hourly	0	\$ 19.57	\$ 21.75
Seasonal Laborer (4/1-10/31)	Hourly	0	\$ -	\$ 21.75
Code Enforcement Director	Salary	1	\$ 54,370.00	\$ 83,729.80
License Inspector	Hourly	1	\$ 45,240.00	\$ 67,000.00

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2026-8R**

AN ORDER/RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INDEMNIFICATION AGREEMENTS WITH JENNY F. SCHLOSSER AND BETH FENNEL IN CONNECTION WITH CONSTRUCTION OF PHASE TWO OF THE DAYTON PIKE SIDEWALK PROJECT.

WHEREAS, the City of Dayton (“City”) has received a Safe Routes to Schools federal grant to construct a new sidewalk along the west side of Dayton Pike (“Project”);

WHEREAS, City completed Phase I of this project in 2023 and has prepared and submitted design plans for construction of Phase II of this project to the Kentucky Transportation Cabinet (“KYTC”);

WHEREAS, KYTC requires the City to obtain Consent & Release forms from property owners whose properties abut the Project area to grant the City a temporary easement in connection with construction of the Project;

WHEREAS, Jennie F. Schlosser and Beth Fennell, who are co-owners of a property on Dayton Pike in the Project area, have requested that the City enter into indemnification agreements (“Agreements”) with the City in connection with construction of the Project; and

WHEREAS, the City Attorney has drafted these Agreements and reviewed the terms thereof and recommends execution of these Agreements to facilitate the construction of the Project.

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

Section 1. The Mayor is hereby authorized to enter into the Agreements, which are attached hereto as Exhibit “A” and made by reference a part hereof.

Section 2. It is hereby found and determined that all actions of the City Council concerning and relating to the passage of this Order/Resolution were taken in an open meeting of the City Council, and that all deliberations of this City Council and of any of its committees, if any, that resulted in such formal action were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this _____ day of _____, 2026.

That this Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: _____, 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, (the "City"), and as such, I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on _____, 2026, 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"

INDEMNIFICATION AGREEMENT

Temporary Construction Easement

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of May __, 2026 (the "Effective Date"), by and between Beth Fennell, an owner of the Property in question (collectively, "Owner" or "Indemnitee"), and City of Dayton, Kentucky, a Kentucky municipal corporation ("Grantee" or "Indemnitor"). Owner and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Owner is an owner of real property located on Dayton Pike in Dayton, Kentucky, as is more particularly shown in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, Grantee will be undertaking certain construction, improvement, or related work on or adjacent to the Property, more particularly described as construction of a new sidewalk and stormwater infrastructure on Grantee's right-of-way on the west side of Dayton Pike (the "Project").

C. WHEREAS, Grantee is using federal funds to construct the Project, which is being reviewed and administered by the Kentucky Transportation Cabinet ("KYTC").

C. WHEREAS, concurrently herewith, Owner agrees to grant to Grantee a temporary construction easement by signing a Consent & Release form required by the KYTC in connection with construction of the Project ("Easement Area").

D. WHEREAS, as a material condition to Owner's grant of the temporary easement, Grantee has agreed to indemnify, defend, and hold harmless Owner pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the grant of the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INDEMNIFICATION

1.1 General Indemnity. To the fullest extent permitted by law, Grantee shall indemnify, defend, protect, and hold harmless Owner, its officers, directors, members, trustees, managers, employees, agents, affiliates, lenders, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, judgments, liens, losses, damages, liabilities, fines, penalties, costs, and expenses of every kind and character, including reasonable attorneys' fees and court costs (collectively, "Losses"), arising out of, resulting from, or in any way related to:

- (a) the Project or Grantee's entry upon, use of, or activities within the Easement Area or any other portion of the Property;

(b) any bodily injury, sickness, disease, or death of any person, or any damage to or destruction of property (including loss of use), occurring on or about the Property in connection with the Project;

(c) any claims against Indemnitee by any individual with a legal or equitable interest in Property as a result of any work associated with the Project.

(d) any breach by Grantee of any representation, warranty, covenant, or obligation under this Agreement or the Easement Agreement.

1.2 Exclusions. The foregoing indemnity obligations shall not apply to the extent that any Loss is caused by the gross negligence or willful misconduct of an Indemnified Party.

2. GENERAL PROVISIONS

2.1 Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Campbell County, Kentucky.

2.2 Entire Agreement; Amendment. This Agreement, together with the Easement Agreement, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. No amendment shall be effective unless in writing and signed by both Parties.

2.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.

2.4 Independent Contractor. Nothing herein shall create a partnership, joint venture, or agency relationship between the Parties. Grantee is an independent contractor and not an agent of Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

OWNER (INDEMNITEE):

Beth Fennell

GRANTEE (INDEMNITOR):

Ben Baker

Title: Mayor, City of Dayton, Ky.

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EXHIBIT "A"

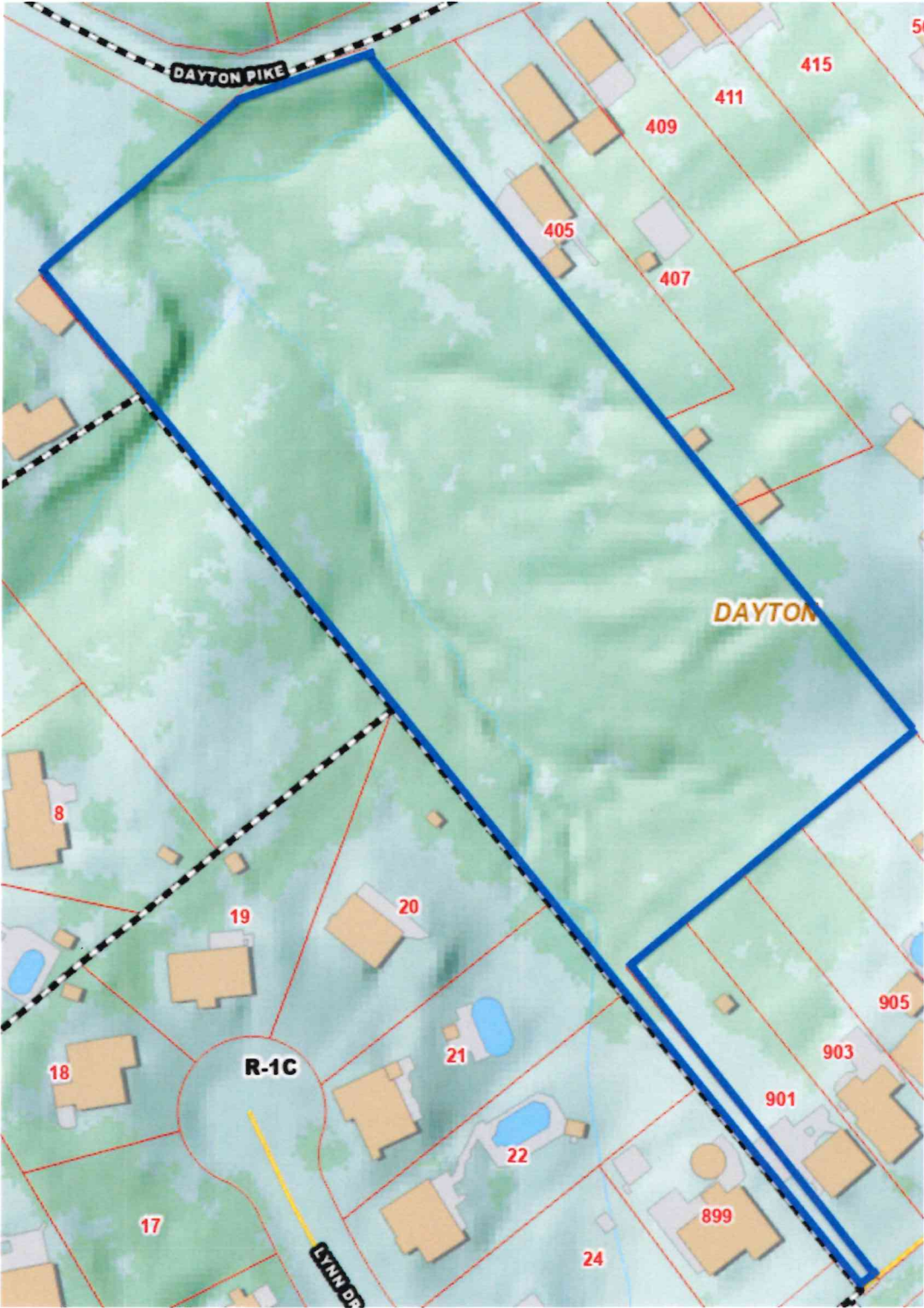


EXHIBIT A

GROUP NO. 20075/D1 and 20075/Z (NEW)
P.I.D.N. 999-99-08-963.00

EXHIBIT A

Deed Book 19 / 333

Knows all the January Term of the Campbell County Court in the State of Kentucky a Judgment was rendered in the below stated action pending in said Court of G. A. Biddle vs: H. H. Lytle & Mary Hester. Plaintiff against J. Taylor Williams & wife Defendants for the purpose of directing the sale of the property they conveyed which was accordingly made to Augustus B. Biddle on the 25th day of February 1876 and adjourned to be held at its May Term 1876. The report of said land being confined at the May Term 1876 of said Court the said judgment was at the May Term 1876 on motion of G. A. Biddle the Plaintiff ordered to convey said property to the said Augustus B. Biddle. And there in execution of this former Court's decree Master Commissioner of said Campbell County Court did send this and carry with Augustus B. Biddle his line and assign from one the eight lots & interest of G. A. Biddle J. Lytle Williams James A. Williams Thomas A. Biggs of in & to the following parcels and Estate of late in the County of Campbell & State of Kentucky being part of lot 201 of block 11 of the division of the Estate of James D. Perry dec'd & bounded then beginning at a poplar stump a corner to James survey of 1000 acres thence with the line of a patent line N. 83-45-104 poles to a stone the N. 89-6-11 poles to a stone on the South Margin of the former survey thence S. 62-70-8-22 poles to a stone on the Center of said road thence S. 48-6-71 poles to a stake in the hollow line thence with the line N. 74-8-49 poles to the beginning containing 19 1/2 acres. To have and to hold the same with all the appurtenances unto the said Augustus B. Biddle and his heirs and assigns forever against the claim of the parties to the action here before named.

Witness the signature of the said Master Commissioner the 26th day of May 1876

Geo. H. [Signature]
Master Commissioner

State of Kentucky

Jennie F. Schlosser **INDEMNIFICATION AGREEMENT**

Temporary Construction Easement

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of May __, 2026 (the "Effective Date"), by and between Jennie F. Schlosser, an owner of the Property in question (collectively, "Owner" or "Indemnitee"), and City of Dayton, Kentucky, a Kentucky municipal corporation ("Grantee" or "Indemnitor"). Owner and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Owner is an owner of real property located on Dayton Pike in Dayton, Kentucky, as is more particularly shown in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, Grantee will be undertaking certain construction, improvement, or related work on or adjacent to the Property, more particularly described as construction of a new sidewalk and stormwater infrastructure on Grantee's right-of-way on the west side of Dayton Pike (the "Project").

C. WHEREAS, Grantee is using federal funds to construct the Project, which is being reviewed and administered by the Kentucky Transportation Cabinet ("KYTC").

C. WHEREAS, concurrently herewith, Owner agrees to grant to Grantee a temporary construction easement by signing a Consent & Release form required by the KYTC in connection with construction of the Project ("Easement Area").

D. WHEREAS, as a material condition to Owner's grant of the temporary easement, Grantee has agreed to indemnify, defend, and hold harmless Owner pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the grant of the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INDEMNIFICATION

1.1 General Indemnity. To the fullest extent permitted by law, Grantee shall indemnify, defend, protect, and hold harmless Owner, its officers, directors, members, trustees, managers, employees, agents, affiliates, lenders, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, judgments, liens, losses, damages, liabilities, fines, penalties, costs, and expenses of every kind and character, including reasonable attorneys' fees and court costs (collectively, "Losses"), arising out of, resulting from, or in any way related to:

- (a) the Project or Grantee's entry upon, use of, or activities within the Easement Area or any other portion of the Property;

(b) any bodily injury, sickness, disease, or death of any person, or any damage to or destruction of property (including loss of use), occurring on or about the Property in connection with the Project;

(c) any claims against Indemnitee by any individual with a legal or equitable interest in Property as a result of any work associated with the Project.

(d) any breach by Grantee of any representation, warranty, covenant, or obligation under this Agreement or the Easement Agreement.

1.2 Exclusions. The foregoing indemnity obligations shall not apply to the extent that any Loss is caused by the gross negligence or willful misconduct of an Indemnified Party.

2. GENERAL PROVISIONS

2.1 Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Campbell County, Kentucky.

2.2 Entire Agreement; Amendment. This Agreement, together with the Easement Agreement, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. No amendment shall be effective unless in writing and signed by both Parties.

2.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.

2.4 Independent Contractor. Nothing herein shall create a partnership, joint venture, or agency relationship between the Parties. Grantee is an independent contractor and not an agent of Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

OWNER (INDEMNITEE):

Jennie F. Schlosser

GRANTEE (INDEMNITOR):

Ben Baker
Title: Mayor, City of Dayton, Ky.

EXHIBIT "A"

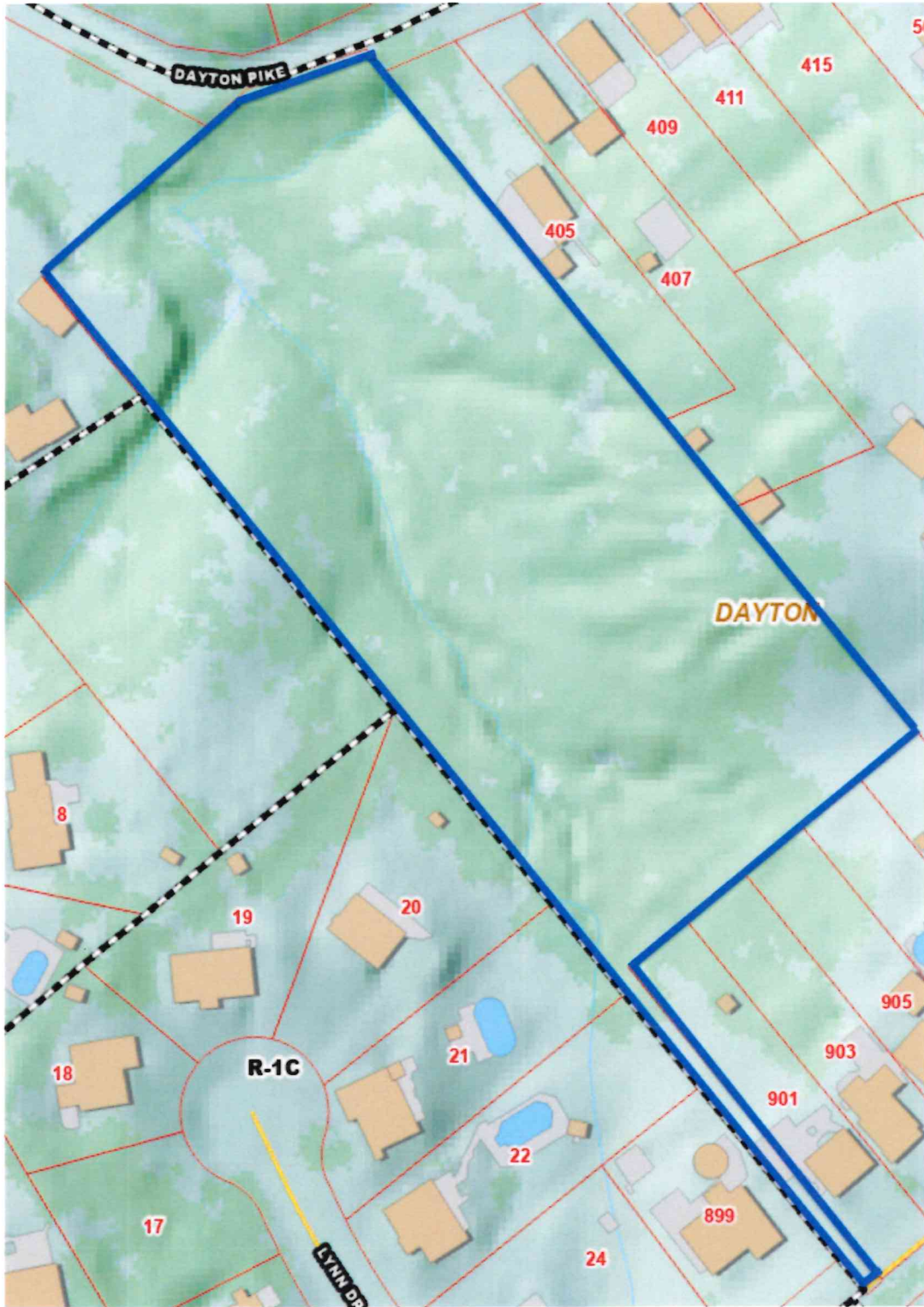


EXHIBIT A

GROUP NO. 20075/D1 and 20075/Z (NEW)
P.I.D.N. 999-99-08-963.00

EXHIBIT A

Deed Book 19 / 333

Thomas at the January Term of the court held in the state
of Kentucky a Judgment was rendered in the above stated action
pending in said Court of G. A. Biddleman: H. H. Lytle & Mary Hester
Plaintiff against J. Taylor Williams & wife Defendants for
the purpose of settling the sale of the property here conveyed which was
accordingly made to Augustus B. Biddleman on the 25th day of
February 1876 and adjourned to be held at its May Term 1876. The
purpose of said long confined at the May Term 1876 of said Court the
purpose was at the May Term 1876 on motion of G. A. Biddleman
the Plaintiff ordered to convey said property to the said Augustus
B. Biddleman. And there in execution of their former Court order
said Master Commissioner of said Court held due
due their and carry out Augustus B. Biddleman his heirs and
assigns from and the right title & interest of G. A. Biddleman, J. Taylor
Williams James A. Williams Thomas A. Pigg of and to the following
to-wit: Estate of late in the County of Campbell
State of Kentucky being part of lot 201 of plat No. 1 of the division
of the Estate of James P. Perry dec'd & bequeathed then appearing at
the place thereof a corner to James survey of 1000 acres thence
with the Mountain or patent line N. 63-45-104 poles to a stone the
S. 63-11 poles to a stone on the South Margin of the former
survey thence S. 63-1/2 E. 22 poles to a stone on the Center of
said road thence S. 48-6-71 poles to a stake in the hollow
line thence with the Mountain line N. 74 E. 97 poles to the beginning
containing 17 1/2 acres. To have and to hold the same with all
the appurtenances unto the said Augustus and his heirs and
assigns and assigns from against the claim of the parties
to the action here before named.

Witness the signature of the said Master Commissioner the 26th day
of May 1876

Geo. B. Johnson
Master Comr. Campbell Co.

Jennie F. Schlosser **INDEMNIFICATION AGREEMENT**

Temporary Construction Easement

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of May __, 2026 (the "Effective Date"), by and between Jennie F. Schlosser, an owner of the Property in question (collectively, "Owner" or "Indemnitee"), and City of Dayton, Kentucky, a Kentucky municipal corporation ("Grantee" or "Indemnitor"). Owner and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Owner is an owner of real property located on Dayton Pike in Dayton, Kentucky, as is more particularly shown in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, Grantee will be undertaking certain construction, improvement, or related work on or adjacent to the Property, more particularly described as construction of a new sidewalk and stormwater infrastructure on Grantee's right-of-way on the west side of Dayton Pike (the "Project").

C. WHEREAS, Grantee is using federal funds to construct the Project, which is being reviewed and administered by the Kentucky Transportation Cabinet ("KYTC").

C. WHEREAS, concurrently herewith, Owner agrees to grant to Grantee a temporary construction easement by signing a Consent & Release form required by the KYTC in connection with construction of the Project ("Easement Area").

D. WHEREAS, as a material condition to Owner's grant of the temporary easement, Grantee has agreed to indemnify, defend, and hold harmless Owner pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the grant of the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INDEMNIFICATION

1.1 General Indemnity. To the fullest extent permitted by law, Grantee shall indemnify, defend, protect, and hold harmless Owner, its officers, directors, members, trustees, managers, employees, agents, affiliates, lenders, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, judgments, liens, losses, damages, liabilities, fines, penalties, costs, and expenses of every kind and character, including reasonable attorneys' fees and court costs (collectively, "Losses"), arising out of, resulting from, or in any way related to:

- (a) the Project or Grantee's entry upon, use of, or activities within the Easement Area or any other portion of the Property;

(b) any bodily injury, sickness, disease, or death of any person, or any damage to or destruction of property (including loss of use), occurring on or about the Property in connection with the Project;

(c) any claims against Indemnitee by any individual with a legal or equitable interest in Property as a result of any work associated with the Project.

(d) any breach by Grantee of any representation, warranty, covenant, or obligation under this Agreement or the Easement Agreement.

1.2 Exclusions. The foregoing indemnity obligations shall not apply to the extent that any Loss is caused by the gross negligence or willful misconduct of an Indemnified Party.

2. GENERAL PROVISIONS

2.1 Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Campbell County, Kentucky.

2.2 Entire Agreement; Amendment. This Agreement, together with the Easement Agreement, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. No amendment shall be effective unless in writing and signed by both Parties.

2.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.

2.4 Independent Contractor. Nothing herein shall create a partnership, joint venture, or agency relationship between the Parties. Grantee is an independent contractor and not an agent of Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

OWNER (INDEMNITEE):

Jennie F. Schlosser

GRANTEE (INDEMNITOR):

Ben Baker
Title: Mayor, City of Dayton, Ky.

EXHIBIT "A"

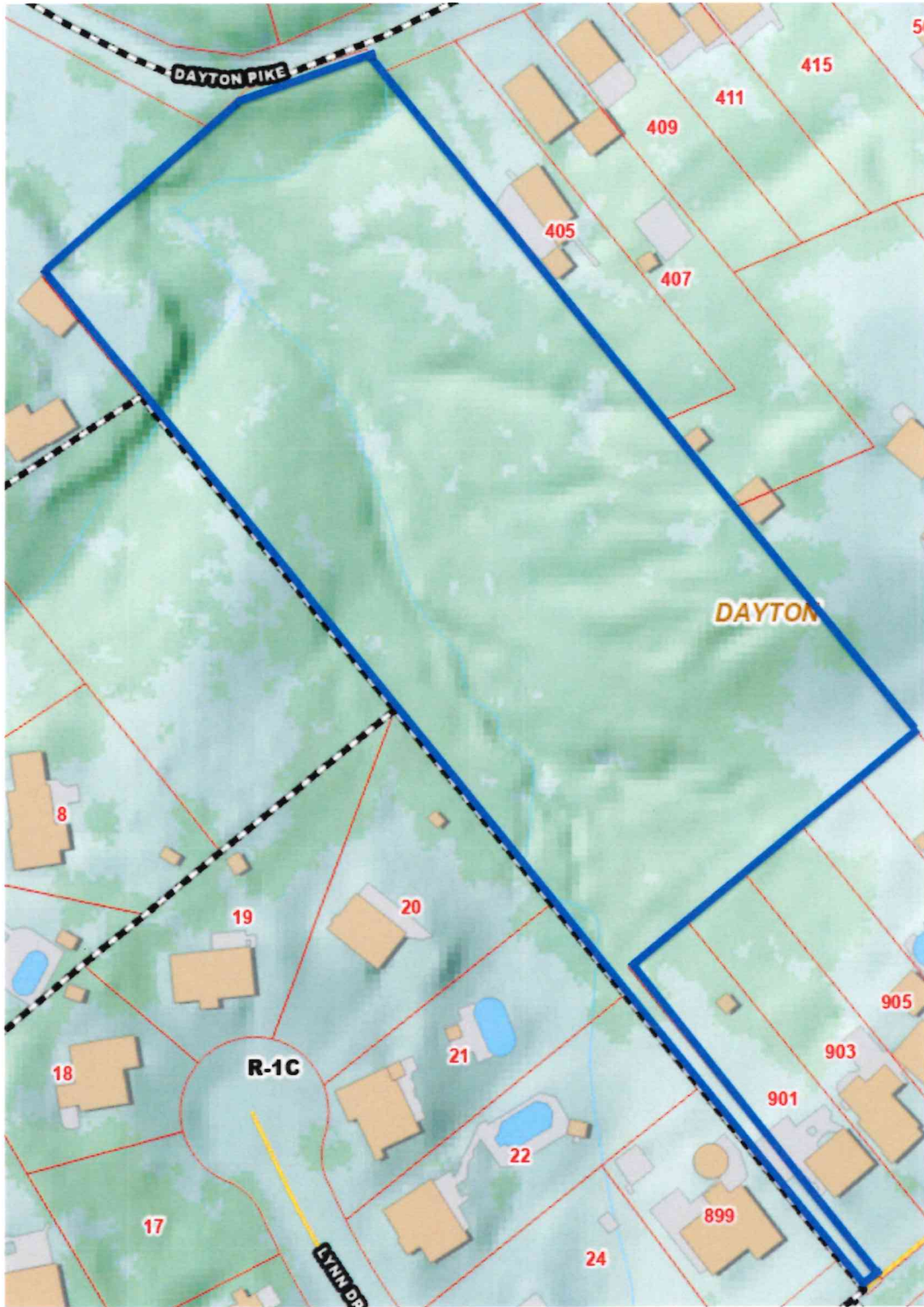


EXHIBIT A

GROUP NO. 20075/D1 and 20075/Z (NEW)
P.I.D.N. 999-99-08-963.00

EXHIBIT A

Deed Book 19 / 333

Thomas at the January Term of the court...
 a Judgment was rendered in the above stated action
 in favor of said Court of G. A. Biddleman: H. H. Lytle & Mary Helen
 Thomas Plaintiff against J. Taylor Williams & wife Defendants for
 the purpose of directing the sale of the property here conveyed which was
 accordingly made to Augustus B. Biddleman on the 29th day of
 February 1876 and adjourned to hold at its May Term 1876. The
 purpose of said long confined at the May Term 1876 of said Court the
 proceedings were at the May Term 1876 on motion of G. A. Biddleman
 the Court ordered to convey said property to the said Court
 and then in execution of their former Order the
 said Master Commissioner of said Court having been
 duly sworn and duly certified Augustus B. Biddleman his heirs and
 assigns from one the right title & interest of G. A. Biddleman J. Taylor
 Williams James A. Williams Thomas A. Pigg of one & to the following
 to-wit: Estate of late in the County of Campbell
 State of Kentucky being part of lot 201 of plat 11 of the division
 of the Estate of James P. Perry dec'd & bounded then beginning at
 a poplar stump a corner to James survey of 1000 acres thence
 with the line of patent line N. 63-45-104 poles to a stone the
 S. 67-11 poles to a stone on the South Margin of the former
 survey thence S. 63-45-104 poles to a stone on the Center of
 said road thence S. 63-45-104 poles to a stake in the hollow
 line thence with the line S. 67-11 poles to the beginning
 containing 17 1/2 acres. To have and to hold the same with all
 the appurtenances unto the said Court and his heirs and
 assigns and assigns from against the claim of the parties
 to the action here before named.

Witness the signature of the said Master Commissioner the 26th day
 of May 1876
 Geo. B. Biddleman
 Master Com. Campbell Co.

INDEMNIFICATION AGREEMENT

Temporary Construction Easement

THIS INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of May __, 2026 (the "Effective Date"), by and between Beth Fennell, an owner of the Property in question (collectively, "Owner" or "Indemnitee"), and City of Dayton, Kentucky, a Kentucky municipal corporation ("Grantee" or "Indemnitor"). Owner and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Owner is an owner of real property located on Dayton Pike in Dayton, Kentucky, as is more particularly shown in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. WHEREAS, Grantee will be undertaking certain construction, improvement, or related work on or adjacent to the Property, more particularly described as construction of a new sidewalk and stormwater infrastructure on Grantee's right-of-way on the west side of Dayton Pike (the "Project").

C. WHEREAS, Grantee is using federal funds to construct the Project, which is being reviewed and administered by the Kentucky Transportation Cabinet ("KYTC").

C. WHEREAS, concurrently herewith, Owner agrees to grant to Grantee a temporary construction easement by signing a Consent & Release form required by the KYTC in connection with construction of the Project ("Easement Area").

D. WHEREAS, as a material condition to Owner's grant of the temporary easement, Grantee has agreed to indemnify, defend, and hold harmless Owner pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the grant of the easement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INDEMNIFICATION

1.1 General Indemnity. To the fullest extent permitted by law, Grantee shall indemnify, defend, protect, and hold harmless Owner, its officers, directors, members, trustees, managers, employees, agents, affiliates, lenders, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, judgments, liens, losses, damages, liabilities, fines, penalties, costs, and expenses of every kind and character, including reasonable attorneys' fees and court costs (collectively, "Losses"), arising out of, resulting from, or in any way related to:

- (a) the Project or Grantee's entry upon, use of, or activities within the Easement Area or any other portion of the Property;

(b) any bodily injury, sickness, disease, or death of any person, or any damage to or destruction of property (including loss of use), occurring on or about the Property in connection with the Project;

(c) any claims against Indemnitee by any individual with a legal or equitable interest in Property as a result of any work associated with the Project.

(d) any breach by Grantee of any representation, warranty, covenant, or obligation under this Agreement or the Easement Agreement.

1.2 Exclusions. The foregoing indemnity obligations shall not apply to the extent that any Loss is caused by the gross negligence or willful misconduct of an Indemnified Party.

2. GENERAL PROVISIONS

2.1 Governing Law; Venue. This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Campbell County, Kentucky.

2.2 Entire Agreement; Amendment. This Agreement, together with the Easement Agreement, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. No amendment shall be effective unless in writing and signed by both Parties.

2.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.

2.4 Independent Contractor. Nothing herein shall create a partnership, joint venture, or agency relationship between the Parties. Grantee is an independent contractor and not an agent of Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first above written.

OWNER (INDEMNITEE):

Beth Fennell

GRANTEE (INDEMNITOR):

Ben Baker

Title: Mayor, City of Dayton, Ky.

\

EXHIBIT "A"

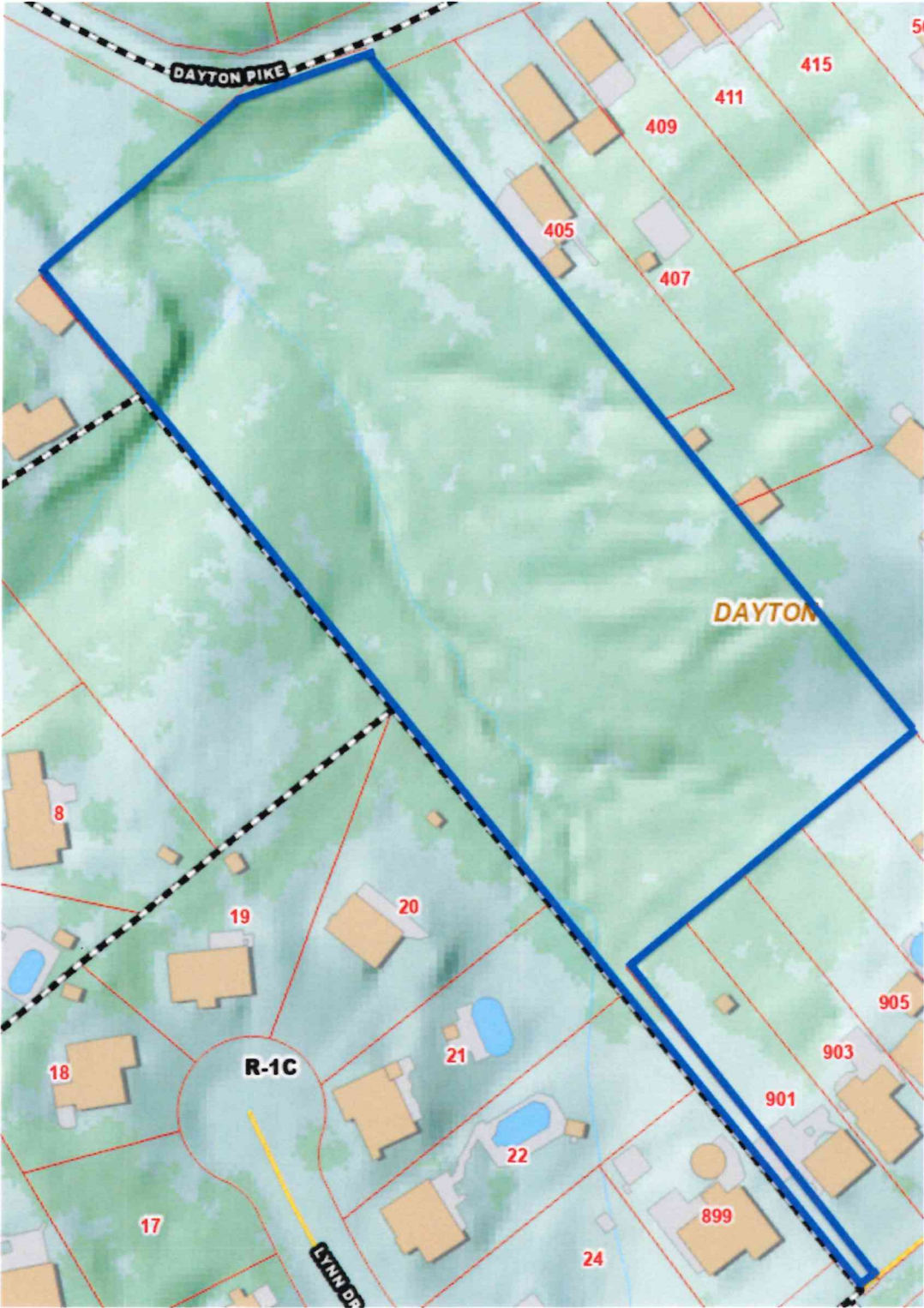


EXHIBIT A

GROUP NO. 20075/D1 and 20075/Z (NEW)
P.I.D.N. 999-99-08-963.00

EXHIBIT A

Deed Book 19 / 333

Knows all the January Term of the Campbell County Court in the State of Kentucky a Judgment was rendered in the below stated action pending in said Court of G. A. Biddle vs: H. M. Kyle & Mary Hester. Plaintiff against J. Taylor Williams & wife Defendants for the purpose of directing the sale of the property they conveyed which was accordingly made to Augustus B. Biddle on the 25th day of February 1876 and adjourned to be held at its May Term 1876. The report of said land being confirmed at the May Term 1876 of said Court the said Augustus B. Biddle on the 25th day of June 1876 on motion of G. A. Biddle the Plaintiff ordered to convey said property to the said Augustus B. Biddle. And there in execution of this former Court's decree Master Commissioner of said Campbell County being bound and charged with and carry out Augustus B. Biddle his heirs and assigns from one the eight lots & interest of G. A. Biddle J. Taylor Williams James A. Williams Thomas A. Biggs of in & to the following parcels and Estate of late in the County of Campbell & State of Kentucky being part of lot 201 of block 11 of the division of the Estate of James D. Perry dec'd & bounded then beginning at a poplar stump a corner to James survey of 1000 acres thence with the line of a patent line N. 83-45-104 poles to a stone the S. 49-6-11 poles to a stone on the South Margin of the former survey thence S. 62-70-8-22 poles to a stone on the Center of said road thence S. 48-6-71 poles to a stake in the hollow line thence with the line S. 74-8-49 poles to the beginning containing 19 1/2 acres. To have and to hold the same with all the appurtenances unto the said Augustus B. Biddle and his heirs and assigns forever against the claim of the parties to the action here before named.

Witness the signature of the said Master Commissioner the 26th day of May 1876

Geo. H. [Signature]
Master Commissioner

State of Kentucky

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2026-9R**

AN ORDER/RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STEPHEN ARTHUR KUNATH AND KATHERINE JANE KUNATH AND TO ACCEPT A DECLARATION OF EASEMENT FROM THEM FOR THE PURPOSE OF MAKING PUBLIC IMPROVEMENTS AT 152 GRANT PARK DRIVE FOR THE PURPOSE OF COLLECTING AND DIRECTING STORMWATER AND GROUNDWATER FROM THIS PROPERTY AND DIRECTING IT INTO THE PUBLIC STORMWATER SYSTEM ON GRANT PARK DRIVE.

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, Stephen Arthur Kunath and Katherine Jane Kunath, who own 152 Grant Park Drive (“Subject Property”), and the Sanitation District No. 1 (“SD1”) have agreed to work together jointly to address stormwater issues at the Subject Property and on and under the streets, sidewalks, and right-of-ways abutting this property;

WHEREAS, SD1 maintains a municipal separate stormwater-sewer system on Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement to SD1 from the City;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City has applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors has approved its request;

WHEREAS, the owners of the Subject Property (“Property Owners”) have agreed to pay \$2,500 each toward the project costs to connect discharge pipes from their sump pumps into the public stormwater system on Grant Park Drive and also collect other stormwater and groundwater flowing on and under their property and direct it into this system as part of the project (“Stormwater Remediation Project”);

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

Section 1. The Mayor is authorized to enter into a contract with the Property Owners to undertake the Stormwater Remediation Project and accept a Declaration of Easements by the Property Owners to allow for construction of the Stormwater Remediation Project and placement of public improvements on the Subject Property. An example of the contract, including one with a Declaration of Easements, is attached as Exhibit A.

Section 2. Subject to the City’s execution of the above-referenced documents by the Property Owners, the Mayor is authorized to file the executed Declaration of Easements with the Campbell County Clerk’s Office, and he is further authorized to execute and deliver such other commercially reasonable instruments and agreements as may be required to carry out the Stormwater Remediation Project.

Section 3. It is hereby found and determined that all formal actions of the City Council concerning and relating to the passage of this Order/Resolution were taken in an open meeting of the City Council, and that all deliberations of this City Council and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

NOW THEREFORE, IT IS FURTHER ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this _____ day of _____, 2026.

That this Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: _____, 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, (the "City"), and as such, I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on _____, 2026, 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"

**STORMWATER REMEDIATION PROJECT AGREEMENT
BETWEEN THE CITY OF DAYTON, KENTUCKY AND
ARTHUR KUNATH AND KATHERINE JANE KUNATH**

This Agreement (“Agreement”) is entered into as of the ____ day of _____, 2026 by and between and the City of Dayton, Kentucky, a Kentucky municipal corporation whose principal place of business is 514 Sixth Avenue, Dayton, Kentucky 41074 (the “City”), and Stephen Arthur Kunath and Katherine Jane Kunath (“Property Owner”), whose address is 152 Grant Park Drive, Dayton, Ky. (PIDN: 999-99-08-702.28) (“Property”).

WITNESSETH:

WHEREAS, the City of Dayton (“City”), the Grant Park Homeowners Association, the Sanitation District No. 1, and the owners of properties located at 152 Grant Park Drive (“Subject Properties”) have agreed to work together to jointly address stormwater issues at the Subject Properties and on and under the streets, sidewalks, and right-of-ways abutting these properties;

WHEREAS, SD1 maintains a municipal separate storm-sewer system along Grant Park Drive pursuant to a Transfer and Assignment of the SD1 Stormwater Drainage System Agreement between the City and SD1;

WHEREAS, SD1 provides a Stormwater Public Cost-Share Program to help local governments and their residents construct stormwater projects to address stormwater drainage issues (“Cost-Share Program”);

WHEREAS, the City applied to SD1 for financial assistance through its Cost-Share Program and SD1’s Board of Directors approved its request and each owner of the Subject Properties have agreed contribute to the project cost to connect the discharge pipes from their sump pumps on private property into the public stormwater system on Grant Park Drive (“Stormwater Remediation Project”);

WHEREAS, the total cost to design and construct the Stormwater Remediation Project is approximately \$24,119.00 (“Project Cost”).

WHEREAS, the City and the Property Owner are agreeable to entering into a contract for the purpose of constructing the Stormwater Remediation Project; and

WHEREAS, the parties desire to more completely set out their mutual promises and obligations under this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and the Property Owner hereby agree as follows:

1. COST-SHARING AGREEMENT; PAYMENT; RESTORATION

Property Owner agrees to pay \$2,500 to the City to cover its portion the Project Cost for the Stormwater Remediation Project, which will connect the discharge pipe from its private sump pump

into the public stormwater system and also collect other stormwater and groundwater flowing on and under the Property into this stormwater system. The Property Owner may elect one of two ways to pay for its portion of the Project Cost.

The Property Owner may make an up-front payment of \$2,500 to the City upon execution of this Agreement. In the alternative, the Property Owner may authorize the City to make a special assessment against its property (“Special Assessment”) to pay for its share of the Stormwater Remediation Project. Failure of the Property Owner to remit the \$2,500 up-front payment upon execution of this Agreement authorizes the City to treat Property Owner’s payment as a Special Assessment. Under the Special Assessment approach, the Property Owner will pay to the City three separate annual payments in the amount of \$833.33 for its portion of the Project Cost, which will be assessed to the Property Owner on the City’s annual property tax bills for the 2026, 2027, and 2028 tax years.

If Property Owner fails to pay the annual Special Assessment by the due date set forth on the property tax bill, the Property Owner hereby authorizes and consents to the City placing a lien on the Property (“Lien”) to recover any past due amounts and any remaining amounts due on Special Assessment, plus \$46 to cover the filing and releasing of the Lien with the Campbell County Clerk’s Office, as well as any attorney fees and costs incurred by the City in preparing and filing the Lien and enforcing the Lien in Campbell Circuit Court.

Please indicate which approach you wish to take by placing an “x” before one of the two alternatives below:

_____ \$2,500 up-front payment to the City upon execution of this Agreement.

_____ Three annual \$833.33 Special Assessment payments added to the City’s property tax bill.

By making the above-referenced selection, you are authorizing and consenting to the City taking the action set forth in this paragraph.

After construction of the Stormwater Remediation Project is completed, the City, through its contractors and/or its employees and agents, will restore the Property back to substantially the similar condition as it was before the construction work began.

2. DECLARATION OF EASEMENTS

Property Owner will execute a Declaration of Easements to provide both a temporary construction easement and permanent easement for the installation and construction of drains, pipes, and other materials and equipment needed to collect and direct stormwater and groundwater from the Property Owner’s property into the public stormwater system as part of the Stormwater Remediation Project, a copy of which is attached hereto and made by reference a part hereof.

3. NOTICES

Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to the parties at their respective addresses as written in

the first paragraph above, unless and until either party sends to the other written notice of a change of such address. A copy of any notice to City shall be sent in care of City Administrator Jay Fossett.

4. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Kentucky.

5. PARAGRAPH HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

6. AMENDMENTS AND MODIFICATIONS

This Agreement may be modified or amended only by written agreement of the parties hereto.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement now existing between the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto.

8. BINDING NATURE

This Agreement is binding upon the respective heirs, successors, and permitted assigns of the parties.

9. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF DATYON, KENTUCKY

PROPERTY OWNER

By: _____
Mayor Ben Baker

By: _____
Stephen Arthur Kunath

Date: _____

By: _____
Katherine Jane Kunath

Date: _____

**Exhibit A:
Declaration of Easements**

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this “Declaration”) is made as of this the ____ day of _____, 2026, by the **PROPERTY OWNER**, whose address is 152 Grant Park Drive, Dayton, Kentucky 41074, on behalf of itself and all future owners of the Property (“Declarant” and “Owner”).

RECITALS:

A. Declarant is the Owner of certain real property located in Campbell County, Kentucky identified by Campbell County PIDN 999-99-08-702.28, commonly referred to as 152 Grant Park Drive, as is more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Declarant is jointly participating – along with the City of Dayton, Kentucky (“City”) and the Sanitation District No. 1 (“SD1”) – in the construction of a stormwater sewer improvement project on the Property to address stormwater drainage issues there (“Stormwater Remediation Project”);

C. Declarant desires to establish a temporary construction easement as well as a permanent easement for the installation and construction of drains, pipes, and other materials and equipment to collect and direct stormwater from the Property into the public stormwater system as part of the Stormwater Remediation Project, all as more fully set forth in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Property, in consideration of the City and SD1 expending money to make stormwater infrastructure improvements on my property, do hereby declare and set forth this Declaration, which shall run with the land described herein and be binding upon all parties and persons claiming an interest in any of the Property described herein.

WITNESSETH:

1. Declaration of Easements.
 - (a) Temporary Construction Easement.

Declarant hereby declares and establishes a temporary nonexclusive easement and right-of-way (“Temporary Construction Easement”) for the benefit of the City and its contractors, employees, and agents, over and across the Property for the purpose of (i) installing, constructing, and equipping the Stormwater Remediation Project on a portion of the Property, which is shown in the Plat attached hereto as Exhibit B. The Temporary Construction Easement includes, but is not limited to, the right and privilege by the City (and its contractors, employees, and agents) to store and setup vehicles, heavy equipment, and machinery (“Construction Equipment”) on the Property and go onto and across the Property with Construction Equipment to undertake construction, digging, grading, clearing, and dirt-moving work that may be needed for the construction of the Stormwater Remediation Project. The Temporary Construction

Easement shall expire and terminate, without the requirement of any further documentation, upon the completion of the Stormwater Remediation Project.

(b) Permanent Easement.

Declarant hereby declares and establishes a permanent nonexclusive easement and right-of-way related to the Stormwater Remediation Project for the benefit of the City and SD1 and over and across that portion of the Property depicted and described on attached Exhibit B for construction of the Stormwater Remediation Project and future maintenance of drains, pipes, and other materials and equipment installed as part of the Stormwater Remediation Project.

2. Covenant Running With Land.

The Temporary Construction Easement and Permanent Easement (collectively, the “Easements”) created by this Declaration shall be deemed to be covenants running with the land and shall be binding upon any future Owner of the Property, and any persons or entities who may from time to time succeed to the interest of the same. Furthermore, in the event of any legal subdivision(s) of the Property into multiple parcels, the Easements made in this Declaration shall be deemed to continue in full force and effect. By acceptance of any deed, or execution of any lease or contract, or undertaking occupancy of the Property, each Owner and all other persons acknowledge the rights and powers of Declarant with respect to the easements granted herein, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners and subsequent Owners of the Property to keep, observe, comply with, and accept the obligations under this Declaration.

4. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. Notices.

Any request, notice, approval, or communication authorized or required by this Declaration shall be effective if such request, notice, approval or communication is in writing, and is delivered personally and a receipt therefore is obtained, or is sent by certified mail, return receipt requested, and postage prepaid, addressed to the other party as follows:

If to Declarant: Stephen Arthur Kunath
152 Grant Park Drive
Dayton, Kentucky 41074

If to City: City of Dayton, Kentucky
514 Sixth Avenue
Dayton, Kentucky 41074
Attention: City Administrator

6. Counterparts.

This Declaration of Easements may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first set forth above.

DECLARANT AND OWNER:

By: _____
Stephen Arthur Kunath

By: _____
Katherine Jane Kunath

STATE OF KENTUCKY)
)SS
COUNTY OF CAMPBELL)

The foregoing Declaration was acknowledged and sworn to before me on _____, 2026, by Stephen Arthur Kunath and Katherine Jane Kunath, whose address is 152 Grant Park Drive, Dayton, Kentucky 41074.

Notary Public

My commission expires: _____

Exhibit "A"

Legal Description

GROUP NO: 41692/A4
PIDN 999-99-08-702.28
PLAT CABINET E, SLIDES 506B, 507A, 507B AND 508A

PROPERTY ADDRESS: 152 GRANT PARK DRIVE, DAYTON KY 41074

Being all of Lot Number 20, Grant Park PUD, Section 1, as recorded in Plat Cabinet E, Slides 506B, 507A, 507B, and 508A of the Campbell County Clerk's records at Newport, Kentucky.

Exhibit “B”

Plat of Easement Area

(To be forthcoming)

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2026-10R**

AN ORDER/RESOLUTION APPROVING A CITY OF DAYTON MEMORIAL BENCH PROGRAM TO INCENTIVIZE DONATIONS FOR THE PURCHASE, MANUFACTURE, AND PLACEMENT OF MEMORIAL BENCHES IN THE CITY.

WHEREAS, citizens periodically request that a family member or friend be recognized by a memorial bench with a plaque on it that is placed somewhere in the City of Dayton; and

WHEREAS, the Board of Council desires to provide bench seating in parks, sidewalks, and other public areas in the City so that citizens can sit, relax, and enjoy passive time in the City; and

WHEREAS, the City's administrative staff has created a written City of Dayton Memorial Bench Program that incentivizes citizens to donate funds for the purchase, manufacture, and placement of benches in the City with plaques commemorating family and friends.

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

The Board of Council hereby adopts the City of Dayton Memorial Bench Program, a copy of which is attached hereto and incorporated by reference herein as if fully rewritten.

This Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: June 9, 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, (the "City"), and as such, I further certify that the foregoing, including attached Exhibit "A", is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on _____, 2026, 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"

City of Dayton



Memorial Bench Program

Bench Policy on Donations and Locations of Dayton Memorial Benches

Description

The City of Dayton desires to promote the placement of memorial benches in parks and elsewhere on public property within the City at strategic locations to allow citizens a place to sit and enjoy the immediate surroundings of where the bench is located while allowing friends and families to recognized loved ones. The City will partner with citizens, who will pay the cost to manufacture and ship benches and plaques to the City, which will install them on public property. The City will coordinate this effort and track the status and conditions of donated benches in the City of Dayton over time. In addition, the City would like to extend the reach of these donated benches by creating a written policy that to serve as guidelines for applying for these memorial benches as well as establishing ground rules and standards for these benches in the City of Dayton.

I. Responsibility

- 1.) The City Administrator or his/her designee shall be the point of contact at the City of Dayton to manage the placement of benches within the City.
- 2.) The City shall create a document tracking donations, available locations for benches, current bench locations, and a waitlist for benches, if any, as part of the organization and management efforts regarding where benches are to be located in the City.

II. Policy

- 1.) A person or entity (“donor” or “purchaser”) may request a bench be located in the City to honor a family member, friend, or other person, and the donor shall submit an application to the City and a pay for the bench before the City will initiate the process to acquire the bench.
- 2.) The cost of the bench and plaque shall be paid for by the donor of the bench and plaque. Creation of the bench plaque is the sole responsibility of the donor subject to approval by the City. The plaque purchased for the bench must be manufactured to a size that fits into the space on the bench provided for this purpose.
- 3.) The City shall be responsible for ordering and receiving the bench and plaque prior to installation.
- 4.) The City shall be responsible for creating a clearing space and constructing a platform for the bench, if necessary.

III. Bench Selection

- 1.) The City shall determine the style and specifications of a bench to be installed on public property in the City.
- 2.) The person or entity purchasing the bench may request a placement location for the bench, but the City shall have the ultimate decision about where the bench will be located in the City.
- 3.) The City has the right to reject suggestions by donors.
- 4.) The City will attempt to place benches at strategic locations in the City so that benches are located at places where patrons can enjoy them while avoiding a proliferation of numerous benches in the same areas.

IV. Language on Plaques

- 1.) Plaques, including wording on plaques, which are to be installed on the bench, must be approved by the City before they are ordered from the manufacturer.
- 2.) The language on plaques shall be limited to the names of persons being honored along with a brief description about why the person is being honored. There shall be no profanity or inappropriate written expressions on the plaques and wording must be respectful and family friendly.