

**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"

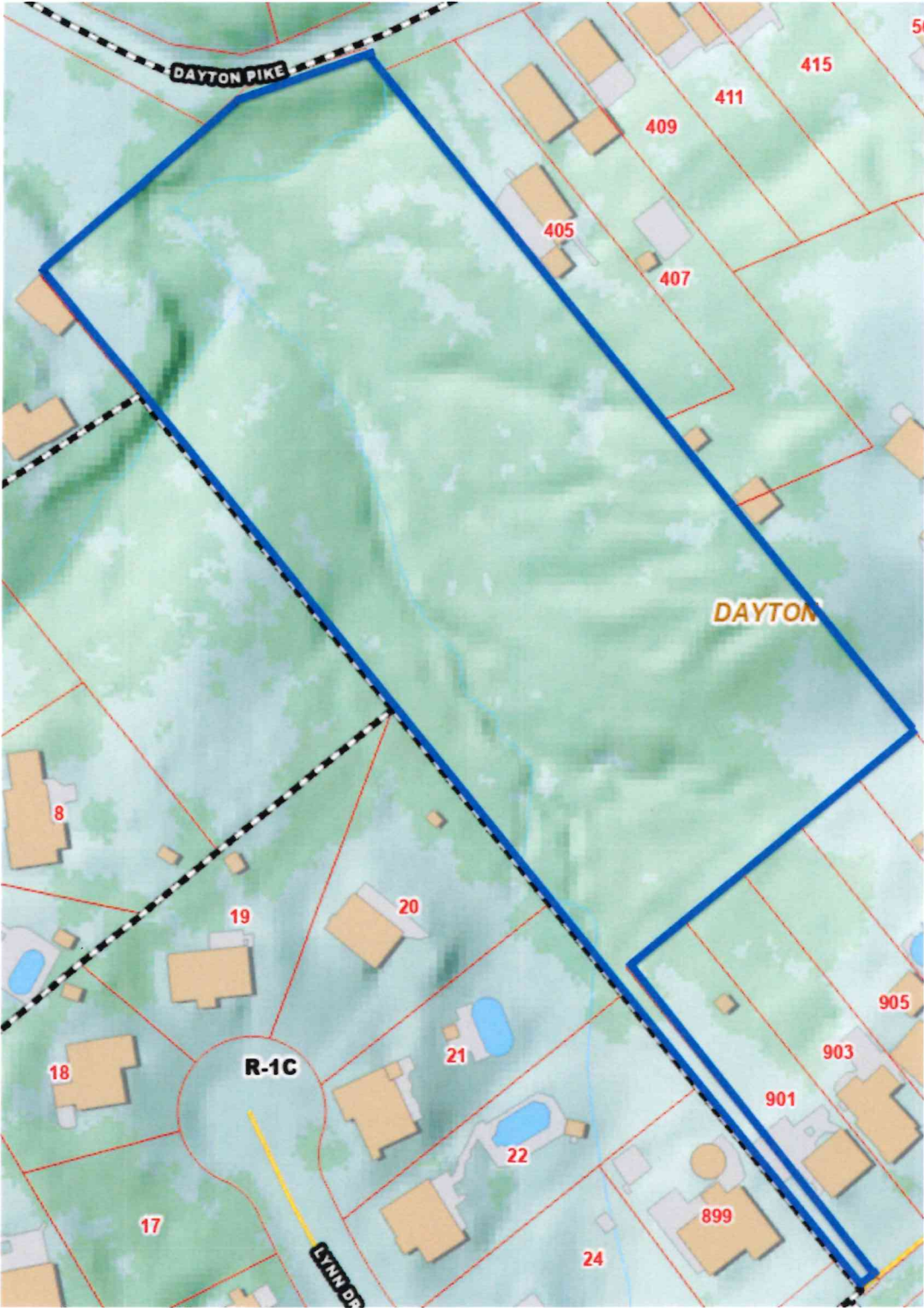


EXHIBIT A

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

EXHIBIT A

Deed Book 19 / 333

Whereas at the January Term of the Campbell County Court in the State
 of Kentucky a Judgment was rendered in the heretofore stated action
 pending in said Court of G. A. Biddlebush: H. M. Lytle & Mary Hester
 versus Wm. H. Hester 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. Biddlebush on the Twenty Eighth
 day of February 1876 and adjourned to meet at its May Term 1876. The
 report of said sale being confirmed at the May Term 1876 of said Court the
 said Augustus B. Biddlebush on the 28th day of June 1876 on motion of G. A. Biddlebush
 the Purchaser asked to convey said property to the said G. A. Biddlebush
 and that in accordance of their former Grantors the
 said G. A. Biddlebush Commissioner of said Campbell County Court do
 hereby certify and convey unto Augustus B. Biddlebush his heirs and
 assigns from and the right title & interest of G. A. Biddlebush J. Lytle
 Williams James A. Williams Thomas A. Biggs of in & to the following
 described acre Estate of Kentucky 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 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 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. Biddlebush and his heirs and
 assigns and assigns forever against the claim of the parties
 to the action here before named.
 Witness the signature of the said G. A. Biddlebush the 26th day
 of May 1876
 G. A. Biddlebush
 Clerk Campbell County
 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.

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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"

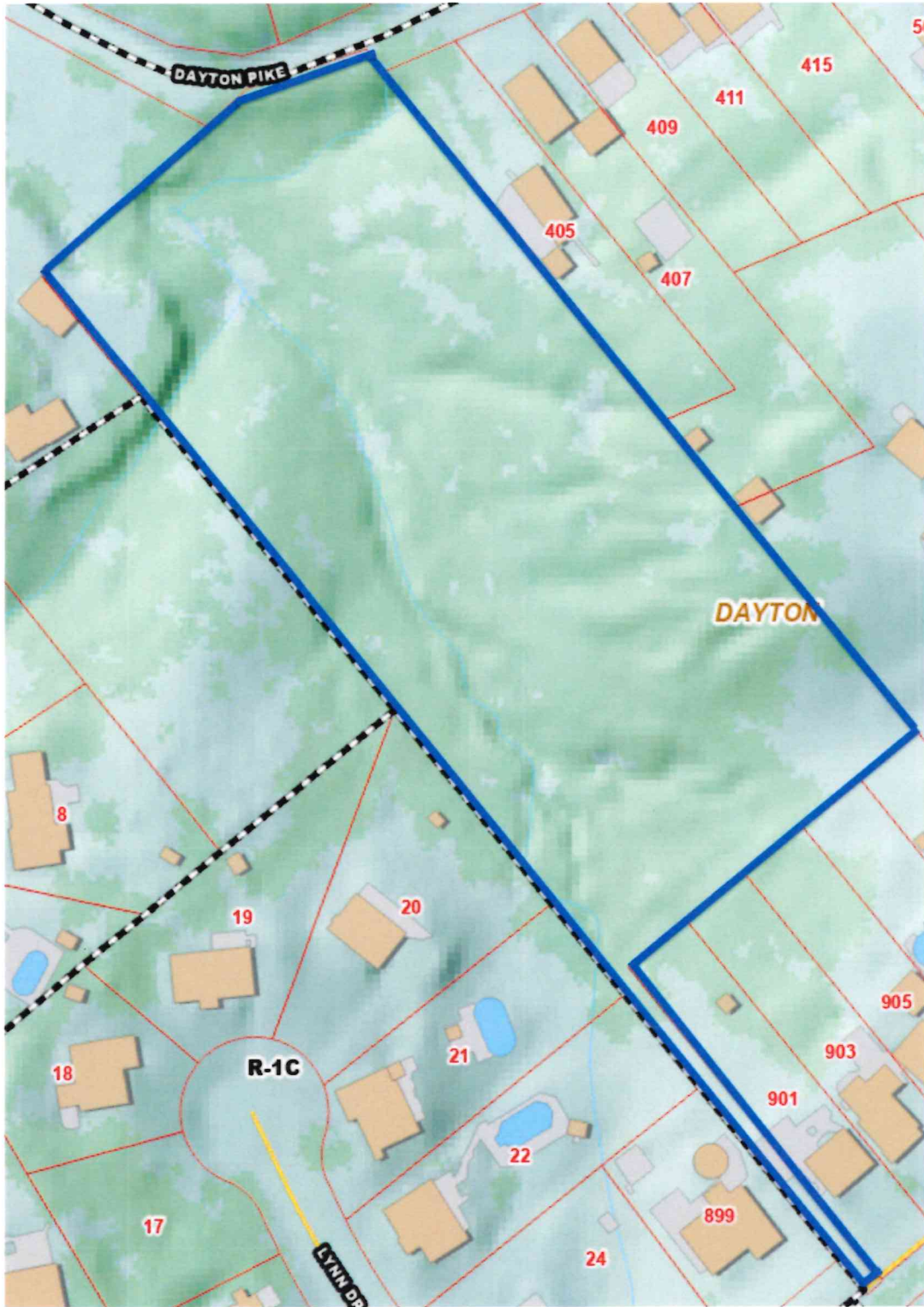


EXHIBIT A

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
 Biddleman 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 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
 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. Biddleman 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 101 of the division
 of the Estate of James P. Perry dec'd & bounded thus Beginning at
 a poplar stump a corner to James survey of 1000 acres thence
 with the Mountain or patent line N. 63-45-104 poles to a stone the
 N. 63-11 poles to a stone on the South Margin of the former
 survey thence N. 63-1/2 E. 22 poles to a stone on the Center of
 said road thence S. 43-6-71 poles to a stake in the hollow
 line thence with the Mountain line S. 74 E. 47 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.

State of Kentucky

Geo. Biddleman
Master Comr. Campbell Co