

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2026#9**

**AN ORDINANCE PROVIDING FOR THE IMPOSITION,
LEVY, COLLECTION, AND APPORTIONMENT OF
TAXES FOR THE CITY OF DAYTON, CAMPBELL
COUNTY, KENTUCKY, FOR THE FISCAL YEAR JULY 1,
2026, THROUGH JUNE 30, 2027.**

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

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

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

SECTION 1. Real Property – General Tax.

An ad valorem tax rate of 0.421 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 2. Real Property – Park Tax.

An ad valorem tax rate of 0.50 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 3. Other Personal (Tangible) Property.

An ad valorem tax rate of 1.029 cents on each \$100.00 (one hundred dollars) of assessed valuation of personal property (other than motor vehicles and motorboats) subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 4. Motor Vehicles and Motorboats.

An ad valorem tax rate of \$0.5009 cents on each \$100.00 (one hundred dollars) of assessed valuation of motor vehicles and motorboats subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 5. Bank Deposits.

The City shall impose and collect, as permitted under KRS Chapter 136, on the taxable fair cash value of bank deposits within the city as assessed, corrected, altered, certified, and returned by the Revenue Cabinet or as assessed by the Mayor and Council, if for any reason said deposits have not been listed in any manner for taxation, a sum equal to twenty-five thousandths of one percent (.025%) of those deposits. The levy called for in this Section shall be imposed, levied, collected, and apportioned for payment of incidental expenses of the City. Those banks upon which the above tax is imposed may pay the sum due less 2% if paid by December 31, 2026, or the full amount by January 31, 2027. Thereafter the penalty and interest herein shall be imposed.

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

The taxes mentioned in Ordinance Sections 1, 2, and 3 shall be due and payable at the Office of the City Clerk by November 30, 2026, and shall become delinquent the day immediately following if not paid. Taxes paid during the first three days after they become delinquent will be assessed a 1% penalty. Any taxes not paid more than three days after they become delinquent shall be subject to a penalty of 10% and shall accrue interest at a rate of twelve percent (12%) per annum until paid. The delinquent taxpayer shall also pay all costs, attorney's fees, and other expenses incidental to any action taken by the city for collection of the delinquent tax bill.

SECTION 7. Effective Date and Use Thereof.

This Ordinance shall be effective immediately upon publication and applies to the 2026 calendar year tax assessment, and all receipts shall be used for city purposes and accounted for the 2026-2027 fiscal year and subsequent fiscal years in reference to delinquent collections.

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

First Reading: August 25, 2026

Second Reading:

Mayor Ben Baker

ATTEST:

Tristan Klein, City Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing Ordinance is a true, correct, and complete copy of the Ordinance duly adopted by the City Council of the City after two readings on the dates referenced above, and has been signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2026.

Tristan Klein
City Clerk/Treasurer

**CITY OF DAYTON, KENTUCKY
ORDINANCE 2026#10**

**AN ORDINANCE AMENDING THE TEXT OF THE CITY OF
DAYTON, KENTUCKY, ZONING TO ADD
“MANUFACTURED HOME” AND MODIFYING THE
DEFINITION OF “MOBILE HOME” IN THE DEFINITIONS
SECTION, ALLOWING QUALIFIED MANUFACTURED
HOMES AS PERMITTED USES IN RESIDENTIAL ZONES,
AND ADDING COMPATIBILITY STANDARDS FOR
MANUFACTURED HOMES CONSTRUCTED IN THE CITY.**

WHEREAS, the City of Dayton has adopted a Zoning Ordinance (“Zoning Code”), Zoning Map, Subdivision Regulations, and Appendixes (collectively, “Zoning Regulations”) within the City of Dayton, Kentucky (“City”); and

WHEREAS, the Dayton Planning & Zoning Commission (“P&Z Commission”) serves as the planning unit related to Zoning Regulations in the City and makes recommendations to the Dayton City Council (“City Council”) regarding these regulations; and

WHEREAS, the Kentucky General Assembly enacted House Bill 160 during the 2026 Legislative Session, which was codified in Section 100.348 of the Kentucky Revised Statutes.

WHEREAS, the P&Z Commission was asked to review and act upon a request by the City to amend the text of the City’s Zoning Regulations to comply with KRS 100.348 ; and

WHEREAS, the Dayton Planning & Zoning Commission held a public hearing, pursuant to advertised legal notice in accordance with KRS Chapters 100 and 424, on August 13, 2026, in Dayton, Kentucky, to review and make recommendations regarding the requested text amendment; and

WHEREAS, at this public hearing and after due consideration of the evidence and testimony presented there, the Planning & Zoning Commission voted to recommend approval of the text amendment to the Zoning Regulations as set forth below; and

WHEREAS, the Dayton City Council, having reviewed the proposed text amendment to the Zoning Regulations, hereby concurs with the recommendation of the Dayton Planning & Zoning Commission to approve this text amendment;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOARD OF CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, AS FOLLOWS:

Text amendment additions and renumbering in blue underline and deletions in ~~red strike-out~~.

ARTICLE VII - DEFINITIONS

SECTION 7.0 - WORDS AND PHRASES:

~~“DWELLING, TRAILER.” See “MOBILE~~

~~HOME". "HOUSE TRAILER." See~~

~~"MOBILE HOME".~~

"MANUFACTURED HOME". A single-family residential dwelling constructed after June 15, 1976, in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. Section 5401, et seq., as amended, and designed to be used as a single-family residential dwelling with or without permanent foundation when connected to the required utilities, and which includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"MANUFACTURED HOME, QUALIFIED". A manufactured home that meets all of the following criteria:

- A. Manufactured on a date not to exceed five (5) years prior to the date of installation and has all parts that operate only during transport removed.
- B. Is affixed to a permanent foundation and is connected to the appropriate facilities and is installed in compliance with KRS 227.570.
- C. Has a width of at least twenty (20) feet at its smallest width measurement or is two (2) stories in height and oriented on the lot or parcel s that its main entrance door faces the street.
- D. Has a minimum total living area of nine hundred (900) square feet.

~~"MOBILE HOME." Any coach, cabin, mobile home, or other mobile structure in a single unit which is intended, designed, and used for the fixed residence of a person, family, or a household, mounted upon wheels or supports, or supported or capable of being moved or transported by another vehicle. For the purpose of this appendix, the removal of wheels or the attachment of a foundation to the mobile structure shall not change its classification.~~ A structure manufactured on or prior to June 15, 1976, composed of one or more components substantially assembled in a manufacturing plant and designed to be transported to a building site on its own chassis for placement on a supporting structure. A mobile home is constructed in accordance with the standards established in the U.S. Department of Housing and Urban Development's building code for manufactured housing. A mobile home is not constructed in accordance with the standards established in the state and local building codes that are applicable to site-built homes. The removal of a mobile home's wheels and/or the attachment to a permanent foundation shall not change its classification. Mobile homes do not include modular homes, dwelling units with automotive capabilities, or recreational vehicles.

ARTICLE X – ZONES

SECTION 10.2 R-1BC (RESIDENTIAL ONE-BC) ZONE:

A. PERMITTED USES

...

2. Manufactured Home, Qualified

SECTION 10.3 R-1C RESIDENTIAL ONE-C) ZONE:

A. PERMITTED USES

...

2. [Manufactured Home, Qualified](#)

SECTION 10.4 R-1D RESIDENTIAL ONE-D) ZONE:

A. PERMITTED USES

...

2. [Manufactured Home, Qualified](#)

SECTION 10.5 R-1E RESIDENTIAL ONE-E) ZONE:

A. PERMITTED USES

...

2. [Manufactured Home, Qualified](#)

SECTION 10.6 R-1G RESIDENTIAL ONE-G) ZONE:

A. PERMITTED USES

...

2. [Manufactured Home, Qualified](#)

SECTION 10.7 R-1H RESIDENTIAL ONE-H) ZONE:

A. PERMITTED USES

...

2. [Manufactured Home, Qualified](#)

SECTION 10.8 R-1JJ RESIDENTIAL ONE-JJ) ZONE:

A. PERMITTED USES

...

A. [Manufactured Home, Qualified](#)

SECTION 10.9 - RMHP RESIDENTIAL MOBILE HOME PARK ZONE

A. USES PERMITTED:

...

3. [Qualified manufactured homes.](#)

SECTION 10.13 PUD (PLANNED UNIT DEVELOPMENT) OVERLAY ZONE:

...

D. Residential uses and densities: all types of residential housing units (attached or detached) may be permitted within a PUD Overlay zone, including single-family, two-family, [qualified manufactured homes](#), and multi-family units. The density of dwelling units in a PUD, shall be determined by the density (dwelling units per acre) as calculated from the existing residential (R) zone superimposed by the PUD Overlay Zone. This density shall be applied to the total project area excluding that land devoted to commercial uses and streets (public and private).

SECTION 10.14 RCD (RESIDENTIAL CLUSTER DEVELOPMENT) OVERLAY ZONE:

...

D. Residential uses and densities: attached and detached single-family dwellings, [and qualified manufactured homes](#) may be permitted, including customary accessory uses to the permitted residential uses, within ~~a~~[an](#) RCD Overlay zone. The density of dwelling units in a RCD, shall be determined by the density (dwelling units per net acre) as calculated from the existing residential R-1 zone superimposed by the RCD Overlay Zone. This density shall be applied to the total project area excluding that land devoted to streets (public and private).

SECTION 10.15 CENTRAL BUSINESS DISTRICT (CBD) ZONE;

C. PERMITTED USES

...

4. [Manufactured Home, Qualified](#)

SECTION 10.19 - MLU (MIXED LAND USE) ZONE

...

D. PERMITTED USES...

...

5. Residential, including single-family, attached and detached; two-family; ~~and~~ multi-family; [and qualified manufactured homes](#).

ARTICLE IX -- GENERAL REGULATIONS

SECTION 9.32 – MANUFACTURED HOUSING COMPATIBILITY STANDARDS

For manufactured housing permitted in the R-1BC, R-1C, R-1D, R-1E, R-1G, R-1H, R-1JJ, R-1BC, PUD, RCD, CBD, and MLU zones, the following compatibility standards are designed to ensure that these homes placed in the aforementioned residential zones are compatible in terms of assessed value with existing housing located within a one eighth (1/8) of mile or less

radius from the proposed location of any new manufactured home. All new manufactured homes must comply with the following compatibility standards:

1. All new single-family homes must be oriented to face the street.
2. All new single-family homes must meet at least *three* of the following criteria:
 - a. Incorporate a minimum 4:12 roof pitch;
 - b. Contain a covered front porch containing at least 24 square feet under roof;
 - c. Include a building foundation with 5 or more corners (not including porches);
 - d. Incorporate an attached garage;
 - e. Has an upper story, finished walk-out basement, or half story with conditioned living space.
 - f. Incorporate the same or higher quality exterior materials compared to existing residential structures within 1/8 a mile.

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

First Reading: September 8, 2026

Second Reading: _____

MAYOR BEN BAKER

ATTEST:

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 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. 2026-13R**

AN ORDER/RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RELEASE AND ABANDONMENT OF AN EASEMENT BETWEEN CHERYL AND ROY NEWMAN AND THE CITY OF DAYTON AND ENTERING INTO A NEW EASEMENT BETWEEN THE NEWMANS AND THE CITY IN CONNECTION WITH THE CONSTRUCTION OF TRAIL PROJECT IN JAMESTOWN PIKE PARK.

WHEREAS, on January 14, 2016, Cheryl and Roy Newman (“the Newmans”) granted to the City of Dayton, Kentucky (“City”) an easement over a portion of their real property located 611 Belmont Avenue in Dayton, Kentucky (“Property”), which was recorded in office of the County Clerk of Campbell County, Kentucky, in Miscellaneous Book 645, Page 297-303 (the “Original Easement”); and

WHEREAS, the City expected that this easement would be used in connection with the construction of trail from James Pike Park (“Park”) to upper Belmont Avenue and other neighborhoods in south Dayton; and

WHEREAS, the City contracted with the Cincinnati Off-Road Alliance (“CORA”) to construct a natural surface trail in the Park and CORA and City officials have determined that construction of a trail on land covered by the Original Easement was not feasible, and instead, the City needed to obtain a different easement on the Newmans property to facilitate construction of this trail.

WHEREAS, the City has determined that the Original Easement is no longer needed or required for the purpose for which it was granted, and it wishes to abandon Original Easement in favor of a new easement with the Newmans on the southeast portion of their property; and

WHEREAS, the City and the Newmans desire to execute legal documents abandoning the Original Easement and entering in a new Declaration of Easements for the reasons set forth above.

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

Section 1. The Mayor is authorized to enter into legal documents abandoning the Original Easement and entering into a new Declaration of Easements with Cheryl and Roy Newman to facilitate the construction of a natural surface trail in Jamestown Pike Park, which documents are attached hereto as Exhibits “A” and “B” and made by reference a part hereof as if fully rewritten herein.

Section 2. Subject to the execution of the above-referenced documents, the Mayor is authorized to file these documents 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 intent of the parties.

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, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this 8th day of September 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: September 8, 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 Exhibits "A" and "B"), is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on September 8, 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”

EXHIBIT “B”

PERPETUAL TRAIL EASEMENT

This Declaration of Covenants and Restrictions (hereinafter “Declaration”), which shall be effective as of this 8th day of September 2026, by and between **The Cheryl and Roy Newman Living Trust** (“Grantor”), whose address is 611 Belmont Avenue, Dayton, Kentucky 41074 and the **City of Dayton, Campbell County, Kentucky**, a Municipal Corporation in the Commonwealth of Kentucky (“Grantee”) whose address is 514 Sixth Avenue, Dayton, KY 41074. The Grantor and Grantee are each a “Party” and collectively the “Parties”.

WITNESSETH:

WHEREAS, the Grantor is the owner of real property in Campbell County, Kentucky conveyed to the Grantor by deed recorded in Deed Book D773 Page 617 in the Office of the County Clerk of Campbell County, Kentucky and known as 611 Belmont Avenue, Dayton, Kentucky 41074, PIDN 999-99-09-808.00 as legally described in **Exhibit A**, attached hereto and incorporated herein, and in the area as depicted upon the Plat, attached hereto and incorporated herein as **Exhibit B** (“Grantor’s Property”).

WHEREAS, the Grantee desires to acquire this Easement (defined below) across Grantor’s Property as more fully described below for public access by means of a multi-use public trail and all appurtenances thereto (“Trail”) in, under, over, along, upon, and across that real property.

NOW, THEREFORE, in consideration of the mutual covenants by and between the Parties hereto and the public benefit to be derived by the grant of the hereinafter described easement (“Easement”), the Grantor hereby grants and conveys unto the Grantee, its successors, lessees, and assigns a perpetual, non-exclusive, and assignable Trail Easement along with the right, power, and privilege to maintain a Trail along and upon all that part of Grantor’s Property described on Exhibit A, incorporated herein by reference, and identified as “Easement Area” on the Plat attached hereto as Exhibit B (“Trail Easement Area”).

1. Easement Restrictions. The Easement includes the following restrictions:
 - a. Grantee shall have the right but not the obligation, at Grantee’s expense to construct, maintain, repair, use the Trail within the Trail Easement Area, including

the right to install, maintain, repair and replace steps, trail surfacing, bridges, culverts, and other structures and improvements as permitted herein.

- b. The Trail shall be solely used for public recreational purposes. The Trail shall be used only for non-motorized passive recreation and designated for foot and horse travel, bicycle use (including electric motor assisted bicycles in accordance with Grantee's guidelines), roller-skating and skateboarding use and the like.
- c. Any structures or improvements constructed and maintained pursuant to this Easement shall be conducive to the use of the Trail and/or the safety of the Trail users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the Trail location or other features. Any such structures shall not be constructed outside of the Trail Easement Area.
- d. Grantee may relocate the Trail within the Trail Easement Area at the Grantee's discretion after giving notice to the Grantor as provided in Section 1.e.
- e. Prior to initial Trail installation, Trail relocation or major maintenance activity, Grantee shall give prior written notice to Grantor as required by Paragraph 2.
- f. Use of any motorized vehicle or similar mechanical means of locomotion, including snowmobiles, or other all-terrain vehicles shall be prohibited, except that Grantee may permit electric motor assisted bicycles in accordance with Grantee's guidelines and utilize reasonable motorized vehicle and equipment in the Trail Easement Area in the event of an emergency and for construction or maintenance purposes as appropriate. Grantee may permit motor-driven wheelchairs for the use of handicapped persons within the Trail Easement Area if consistent with the purposes of this Easement. Grantee or Grantor with Grantee's prior written consent may erect and maintain such fencing and barriers within the Trail Easement Area as may be reasonably necessary to prevent access to the Trail by motor vehicles. Grantor shall not erect fences, barriers, or signs that impede access to or use of the Trail.
- g. The general topography and elevation of the Grantor's Property in the Trail Easement Area shall be maintained or restored to the approximate level as of the date hereof, except that Grantee may make reasonable changes for the construction of the Trail or to maintain the Trail and the Trail Easement Area as shown on the Attached Exhibit B.
- h. Except for Trail construction, maintenance, or relocation, neither Grantor nor Grantee shall permit or cause any disturbance of the surface of the Trail or the Trail Easement Area, including but not limited to filing, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the Trail or the Trail Easement Area in any manner. Further there shall be no placement, collection, or storage of trash, human waste, ashes, chemicals, hazardous or toxic substances, or

any other unsightly or offensive material within the Trail Easement Area, except for trash receptacles provided for the Trail users, pursuant to Section 1.c. above.

- i. Grantee may clear brush as required to maintain the Trail and the Trail Easement Area, and may remove dead, dying or diseased vegetation or trees within the Trail Easement Area which poses a safety risk to Trail users. Otherwise, the Grantee may cut or remove additional vegetation or trees only with the prior written consent of the Grantor. Grantor shall not remove any trees in the Trail Easement Area without the prior written consent of Grantee, except that Grantor may remove dead, diseased, or dying trees without prior permission of the Grantee, provided that Grantor has given Grantee notice of the proposed activity so that Grantee can divert public use of the Trail if necessary.
 - j. The Grantee has the right and obligation to grant an easement to government agencies that will allow, but not obligate, such government agencies, their successors, lessees, and assigns to share with the Grantee all of the rights, limitations and privileges given to the Grantee in this Easement.
 - k. The Grantor shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the Trail Easement Area without the prior written permission of Grantee.
 - l. In the event the Grantee is the recipient of any government funded trail construction or maintenance programs, including but not limited to Recreational Trails Program grant funds, as described in 23 U.S.C. § 206 and all other applicable laws and regulations, then Grantee shall have the right to perform any of its duties and obligations as a recipient of such grants or funds.
 - m. Grantor shall in no way interfere with the Grantee's fulfillment of its obligations under this Easement. Grantor shall not tamper with, destroy, deface, or otherwise impact any structure Grantee constructs or preserves pursuant to the terms of this Easement.
2. Notice and Approval. The Purpose of requiring the Grantor to notify the Grantee prior to undertaking certain permitted activities is to afford the Grantee an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Easement.
- a. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

- b. Where approval of one of the Parties is required by the Easement, that approving Party shall grant or withhold its approval in writing within (30) days of receipt of the other Parties written request therefore. Failure of the approving Party to deliver a written response to the other Party within such thirty (30) days shall be deemed to constitute approval by the approving Party of such request unless such act is contrary to any express restriction included herein. Approval may be withheld only upon a reasonable determination by the approving Party that the action as proposed would be inconsistent with the purpose of this Easement.
3. Inspections. The Grantee may but is not required to make periodic inspections of the Trail and the Trail Easement Area. Representatives of Grantee shall be permitted at all reasonable times to inspect the Trail and the Trail Easement Area.
4. Grantor's Liability. The Grantor shall be entitled to all limits of liability as set forth in KRS § 411.190, KRS 150.645 and such other applicable status that may from time to time be enacted.
5. Notice of Violation; Corrective Action. If either Party determines that a violation of the terms of this Easement has occurred or is threatened, that Party shall give written notice to the other Party of such violation and demand that corrective action sufficient to cure the violation be taken. The violating Party shall correct the violation(s) identified and report those corrections to the non-violating Party within the time allowed for cure outlined in Paragraph 6.
6. Remedies.
 - a. Injunction. If a Party violating the Easement fails to cure the violation within sixty (60) days after receipt of notice thereof from the non-violating Party, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the non-violating Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the restoration of the Trail and Trail Easement Area to the condition they were in prior to the violation.

In the event the Grantee seeks an injunction the Grantee shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and the Grantee shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this

Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- b. Damages. If the violating Party fails to cure the violation within sixty (60) days after receipt of notice thereof from the non-violating Party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period fails to continue diligently to cure such violation until finally cured, the non violation Party may bring an action at law demanding its costs in remedying the violation itself.
 - c. Emergency Enforcement. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Trail or the Trail Easement Area, the Grantee may pursue any of its remedies available under this Easement without notice to Grantor and without waiting for the period provided for cure to expire.
 - d. Scope of Relief. The Parties' rights under this Paragraph apply equally in the event of either actual or threatened violations of this Easement.
 - e. Forbearance. Forbearance by either Party to exercise any of its rights under this Easement in the event of any breach of any term of this Easement by the opposite Party shall not be deemed or construed to be a waiver by the non-violating Party of such term or of any subsequent breach of the same or any other terms of this or of any of the non-violating Party's rights under this Easement. No delay or omission by the non-violating Party shall impair such right or remedy or be construed as a waiver.
 - f. Waiver of Certain Defenses. The Parties acknowledge that they have both read this Easement, its terms and requirements, and both, in full knowledge of its provisions, hereby waive any defenses of laches, estoppels, or prescription with respect to any enforcement action instituted.
 - g. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Trail or Trail Easement Area resulting from causes beyond Grantor's control, including without limitation, fire, flood, storm, vandalism by nonrelated Parties and earth movement.
7. Representations and Warranties. Grantee acknowledges that the Grantor has made no representations or warranties regarding the Property or the Trail Easement Area and the Grantee is accepting the Trail Easement Area in AS IS, WHERE IS condition. Grantor has the authority to enter into this Declaration.
8. Taxes. Grantor shall continue to pay all applicable real property taxes and assessments on the Property when due and payable.

9. Intentionally Omitted.
10. Intentionally Omitted.
11. Intentionally Omitted.
12. Runs with the Land. Except as provided in Paragraphs 17 and 18, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the Trail Easement Area. This Easement shall extend to and be binding upon Grantor and Grantee and all of each of their successors and assigns. Anything contained herein to the contrary notwithstanding, an owner of any portion of the Trail Easement Area shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the property making up the Trail Easement Area or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the Trail Easement Area.
13. Assignment. Grantee may convey, assign or transfer its respective rights, title and interest in this Easement to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the Recreational Trails program, provided that such conveyance, assignment or transfer requires the purpose for which the Easement was granted will continue to be carried out. In the event that the grantee shall cease to be authorized to hold such easements, then the Grantee shall promptly select another qualified organization, and convey, assign, or transfer to the selected qualified organization all of its respective right, title, and interest under this Easement.
14. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Campbell County, Kentucky. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the above described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Easement.
15. Intentionally Omitted.
16. Change in Economic Conditions. The fact that any use of the Trail Easement Area that is expressly prohibited by the terms of this Easement may become more economically valuable than uses permitted by the terms of this Easement, or that neighboring properties may, in the future be put entirely to uses that are not permitted by the terms of this Easement, has been considered by Grantor in granting this Easement, Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement and Grantor and Grantee intend that any such changes

shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement. The inability of making a profit shall not impair the validity of the Easement or be considered grounds for its termination or extinguishment pursuant to Paragraph 17.

17. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, this Easement can only be terminated or extinguished whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Such circumstances may include, but are not limited to, partial or total destruction of the Trail or the Trail Easement Area resulting from casualty.
18. Condemnation. If all or any part of the Trail Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interest in the Trail Easement Area subject to the taking or, in lieu purchase and all direct or incidental damages resulting therefrom. After the satisfaction of prior claims and net of expenses reasonably incurred by the Grantor and the Grantee in connection with such a taking or the prevention of a taking, the Grantor and the Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds as determined by a competent court of law governing the condemnation action.
19. The Parties. The term "Grantor" as used in this Easement shall include any and all heirs, successors, and assigns of the original Grantor. The term "Grantee" as used in this Easement shall include any and all heirs, successors and assigns of the original Grantee.
20. Agents of Grantee. Grantee may assign its rights and obligations under this instrument with regard to construction, relocation, maintenance, and management of the Trail and the Trail Easement Area to persons, entities, or agencies ("Agents") as it sees fit. Grantee shall notify Grantor if such assignment is made and shall provide Grantor the name, address, and other contact information for these Agents.
21. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:
 - a. The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Kentucky;
 - b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Trail Easement Area shall not apply in the construction interpretation of this Easement and this instrument shall be interpreted broadly to affect its purpose and the transfer of rights and restriction on use herein contained;
 - c. The Parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.

- d. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement or any ancillary or supplementary agreement relating to the subject matter hereof;
- e. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the Trail or the Trail Easement Area. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor shall promptly notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purpose of both this Easement and such ordinance or regulation.
- f. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the Trail or the Trail Easement Area during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Easement.
- g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation. The recitals set forth in the beginning of this instrument are incorporated herein by reference.
- h. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be recorded in the land records of Campbell County, Kentucky. Nothing in this paragraph shall require the Grantor or Grantee to agree to any amendment or bind them to negotiation.
- i. Time is of the essence concerning the provisions of this Easement.

TO HAVE AND TO HOLD said easement, together with all rights, privileges, and appurtenances thereunto belonging to the Grantee, its successors, lessees, and assigns.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands on the date indicated above.

GRANTOR:

GRANTEE:

THE CHERYL AND ROY NEWMAN
LIVING TRUST

THE CITY OF DAYTON

By: _____
Cheryl Newman

Ben Baker, Mayor

By: _____
Roy Newman

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Cheryl Newman and Roy Newman.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Ben Baker, Mayor of the City of Dayton, Kentucky, on behalf of the municipal corporation.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

NO TITLE EXAM BY PREPARER.

Schedule of Exhibits:

Exhibit A: Legal Description

Exhibit B: Easement Area Plat

EXHIBIT A

Legal Description of Grantor's Property

PIDN: 999-99-9-808.00

Street Address: 611 Belmont Avenue, Dayton, Kentucky 41074

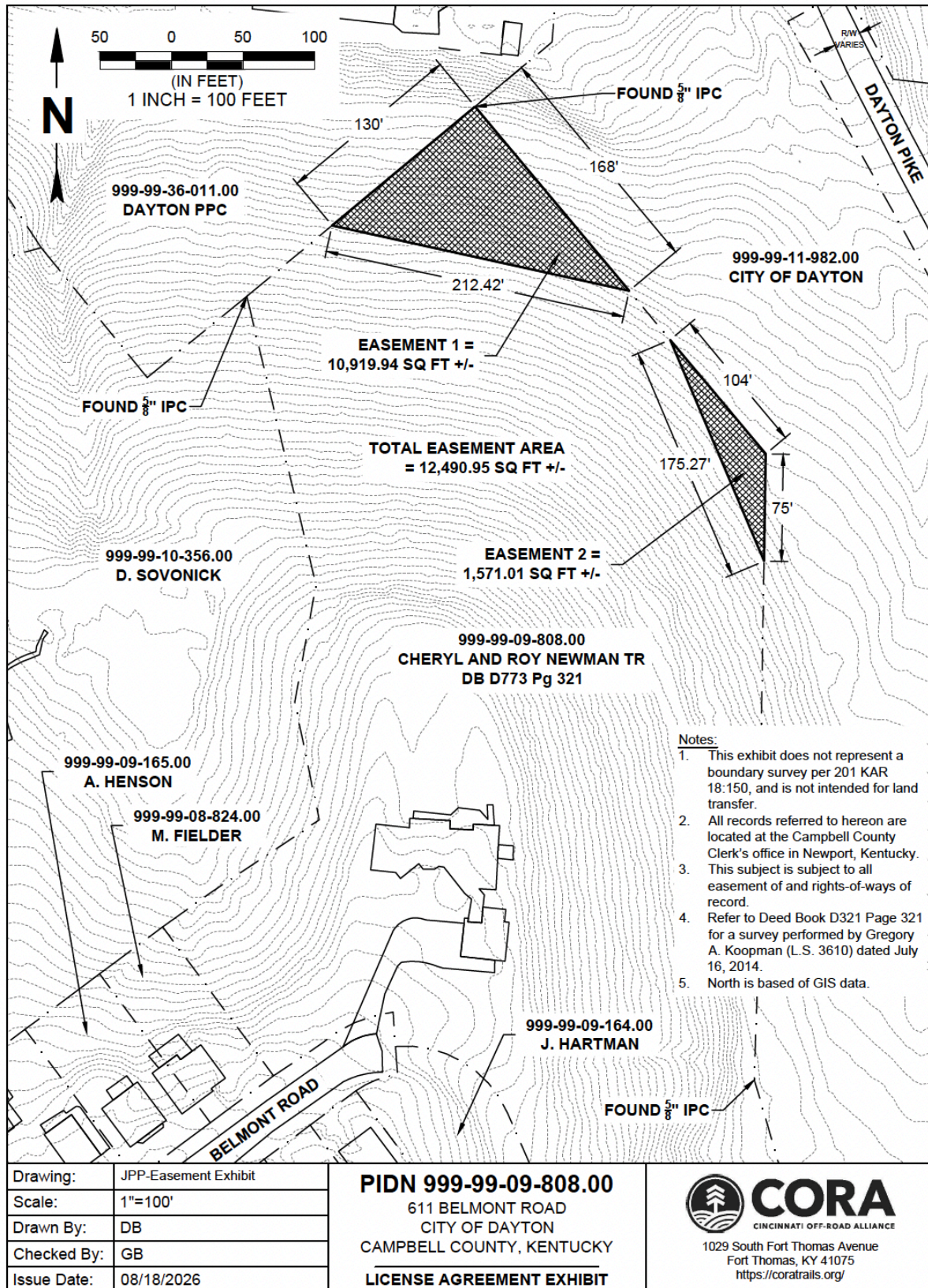
Situated in the City of Dayton, Campbell County, Kentucky, and being more particularly described as follows:

Commencing at a set 5/8" iron pin at the southeast corner of Lots 10 of Frank and Hattie Johns Resubdivision of Lots 1 through 22 as recorded in Plat Book 11, Page 11 (now Plat Cabinet D, Slide 655B) of the records of the Campbell County Clerk's Office at Newport, Kentucky; thence North 41°30' West, along the east line of said Lot 10, 133.00 feet to a set 5/8" iron pin and the real place of beginning; thence North 15°48' West, 207.53 feet to a set 5/8" iron pin; thence North 48°30' East, 210.00 feet to a found 5/8" iron pin; thence South 41°30' East, 316.73 feet to a found 5/8" iron pin; thence South 18°25'53" East, 144.46 feet to a found 5/8" iron pin; thence South 5°19'24" West, 121.97 feet to a found 5/8" iron pin; thence South 8°58'10" West, 180.85 feet to a found 5/8" iron pin; thence South 16°51'07" East, 269.75 feet to a found 5/8" iron pin; thence South 42°23'17" West, 67.20 feet to a found 5/8" iron pin; thence North 49°23'17" West, 76.14 feet to a found 5/8" iron pin; thence North 26°17'24" West, 271.85 feet to a found 5/8" iron pin in the East Line of Belmont Road; thence on a curve to the left having a radius of 98 feet and an arc length of 175.67 feet, along the east and north line of said Belmont Road, a chord bearing of North 78°42'23" West and a chord distance of 153.08 feet to a found 5/8" iron pin; thence South 49°56'22" West, along the north line of said Belmont Road, 55.00 feet to a found 5/8" iron pin; thence North 39°33'38" West, leaving the north line of said Belmont Road, 129.75 feet to a found 5/8" iron pin in the south line of said Lot 10; thence North 50°52' East, along the south line of said Lot 10, 144.85 feet to a set 5/8" iron pin; thence North 14°08' West, 84.00 feet to a set 5/8" iron pin; thence North 7°56' East, 83.33 feet to the place of beginning, containing 5.54 acres.

Source of Title: Being a portion of the same property conveyed to The Cheryl and Roy Newman Trust, by virtue of (a) a deed from The Cheryl and Roy Newman Trust dated January 14, 2016 and dated January 14, 2016 in Deed Book D773 Pages 617 (b) a deed from Roy Newman and Cheryl Newman, husband and wife, dated August 27th, 2014 and recorded August 28th, 2014 in Deed Book D762, Pages 321, both in the Campbell County, Kentucky Clerk's Office at Newport, Kentucky.

The Grantor's Property is subject to all easements, covenants, conditions, restrictions and other agreements of record.

EXHIBIT B



RELEASE AND ABANDONMENT OF EASEMENT

THIS RELEASE AND ABANDONMENT OF EASEMENT (this "Release") is made and entered into this _____ day of _____, 20____, by and between THE CHERYL AND ROY NEWMAN LIVING TRUST, U/A dated April 27, 2015, whose mailing address is 611 Belmont Avenue, Dayton, Kentucky 41074 ("Grantor"), and the CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY, a municipal corporation organized and existing under the laws of the Commonwealth of Kentucky, whose mailing address is 514 Sixth Avenue, Dayton, Kentucky 41074 ("Grantee").

RECITALS

WHEREAS, by that certain Easement dated January 14, 2016, and of record in the office of the County Clerk of Campbell County, Kentucky, in Miscellaneous Book 645, Page 297-303 (the "Original Easement"), Grantor granted to Grantee an easement over, under, upon, and/or across a portion of Grantor's real property located in Campbell County, Kentucky, said easement area being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, Grantee has determined that the Original Easement is no longer necessary or required for the purpose for which it was granted, and Grantee desires to release, terminate, vacate, and abandon all of its right, title, and interest in and to the Original Easement and the Easement Area; and

WHEREAS, Grantor and Grantee desire to enter into this Release for the purpose of formally releasing, terminating, vacating, and abandoning the Original Easement of record, and to extinguish all rights of Grantee thereunder.

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

1. Release and Abandonment of Easement.

Grantee hereby releases, relinquishes, vacates, terminates, and abandons any and all right, title, easement, and interest held by Grantee in, to, upon, under, and across the Easement Area described in the Original Easement and further described on Exhibit A attached hereto. The Original Easement is hereby declared terminated, null, void, and of no further force or effect, and Grantee shall have no further right to use, maintain, enter upon, or otherwise exercise any right under the Original Easement.

2. Reversion.

Upon the recording of this Release, all rights, title, and interest previously held by Grantee under the Original Easement shall terminate and revert to Grantor, and the Easement Area shall thereafter be free and clear of the Original Easement and any claim thereunder by Grantee.

3. Legal Description — Exhibit A.

The legal description of the Easement Area being released, terminated, vacated, and abandoned by this instrument is attached hereto as Exhibit A and incorporated herein by reference.

4. Recording.

This Release shall be recorded in the office of the Clerk of Campbell County, Kentucky, to provide record notice of the termination of the Original Easement.

5. Binding Effect.

This Release shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, heirs, personal representatives, and assigns.

6. Governing Law.

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Release and Abandonment of Easement to be executed as of the date first written above.

GRANTOR:

THE CHERYL AND ROY NEWMAN LIVING TRUST

By: _____

Cheryl Newman, Trustee

By: _____

Roy Newman, Trustee

GRANTEE:

CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY,
a Kentucky municipal corporation

By: _____

Ben Baker, Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF CAMPBELL

The foregoing Release and Abandonment of Easement was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2026, by Cheryl Newman and Roy Newman, as Trustees of The Cheryl and Roy Newman Living Trust, on behalf of said Trust.

Notary Public, Commonwealth of Kentucky

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF CAMPBELL

The foregoing Release and Abandonment of Easement was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2026, by Ben Baker, Mayor of the City of Dayton, Campbell County, Kentucky, a municipal corporation, for and on behalf of the City of Dayton.

Notary Public, Commonwealth of Kentucky

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

John Jay Fossett
City of Dayton, Kentucky
514 Sixth Avenue
Dayton, Kentucky 41074

EXHIBIT A

Legal Description of Easement Area

**CITY OF DAYTON, KENTUCKY
ORDER-RESOLUTION NO. 2026-14R**

AN ORDER-RESOLUTION AUTHORIZING
THE MAYOR TO ENTER INTO A CONTRACT
WITH ALAN STONE CO. INC. IN THE
AMOUNT OF \$308,260 TO CONSTRUCT A
RETAINING WALL ON THE NORTHERN SIDE
OF SEVENTH AVENUE AT ITS EASTERN
TERMINUS, WHICH IS PAYABLE FROM THE
CITY'S GENERAL FUND.

WHEREAS, the City of Dayton, Kentucky ("City") advertised and accepted Requests for Proposals ("RFP") to construct a retaining wall on northern side of Seventh Avenue at its eastern terminus, pursuant to design drawings previously prepared by the City Engineer; and

WHEREAS, two contractors – Alan Stone Co. Inc. and JTM Smith Construction Inc. -- submitted bids in response to the RFP; and

WHEREAS, Alan Stone Co. Inc. submitted a bid for \$308,260 and JTM Smith Construction Inc. submitted a bid for \$314,353; and

WHEREAS, the City Engineer reviewed both bids and prepared a report for the City that found the bid from Alan Stone Co. Inc. to be the best and most responsive bidder, a recommendation with which the City Staff concurs; and

WHEREAS, this project was included in the City's FY 2026-27 budget and the bid of Alan Stone Co. Inc. is within the amount budgeted by the City for this project.

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

The Board of the City Council of the City of Dayton, Kentucky, hereby authorizes the Mayor to enter into a contract with Alan Stone Co. Inc. in the total amount of \$308,260 to construct a retaining wall on northern side of Seventh Avenue at its eastern terminus, pursuant to design drawings previously prepared the by the City Engineer. This amount is payable from the City's General Fund.

The City's Engineer's analysis of the bids is attached hereto as Exhibit "A" and his report recommending Alan Stone Co. Inc.'s bid is attached hereto as Exhibit "B," both of which are incorporated herein and made by reference a part hereof as if fully written herein.

SO ORDERED, RESOLVED, and APPROVED by the City Council of the City of Dayton, Kentucky, on this 8th day of September 2026.

ADOPTED: September 8, 2026

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, Tristan Klein, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, and as such, I further certify that the foregoing, including attached Exhibits "A" and "B," is a true, correct, and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on September 8, 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

EXHIBIT "A"
City Engineer's Analysis of Bids

EXHIBIT "B"

City Engineer Report Recommending Acceptance of Bid



Northern Kentucky
2145 Chamber Center Drive
Fort Mitchell, KY 41017
859.912.1920

August 26, 2026

City of Elsmere

Re: 7th Street Slide Bid Award

ATTN; Jay Fossett

514 6th Avenue

Dayton, KY 41074

Dear Mr. Fossett:

The low bid for the referenced project was submitted by Alan Stone Co Inc. in the amount of \$308,260 on August 26, 2026. The Bidder submitted all required information for the Bid. One additional bid was received from JTM Smith for \$314,353. Alan Stone Co's bid was in line with the engineer's estimate.

We have verified the Alan Stone Co is prequalified with KYTC and checked with a reference that has said they do good work. We see no reason why the City of Dayton should not award the project to the low bidder, Alan Stone Co Inc in the amount of \$308,260. If you have any questions or comments, please contact me.

Sincerely,

Mike Yeager, PE

COMPASS INFRASTRUCTURE GROUP

ITEM DESCRIPTION	UNIT	QUANTITY	JTM SMITH UNIT	JTM SMITH	ALAN STONE UNIT	ALAN STONE
			PRICE	TOTAL	PRICE	TOTAL
Flowable Fill	CY	203	\$150	\$30,450	\$180	\$36,540
Drilled Shaft - 24"	LF	658	\$188	\$123,704	\$100	\$65,800
Foundation Preparation	LS	1	\$101,771	\$101,771	\$20,000	\$20,000
Concrete Lagging	SF	1814	\$27	\$48,978	\$30	\$54,420
Erosion Control	LS	1	\$150	\$150	\$1,500	\$1,500
Mobilization/Demobilization	LS	1	\$5,500	\$5,500	\$120,000	\$120,000
Traffic Control/MOT	LS	1	\$3,800	\$3,800	\$10,000	\$10,000
SUBTOTAL				\$314,353		\$308,260