

CITY OF DAYTON, KENTUCKY
CITY COUNCIL MEETING
November 6, 2007

A regularly scheduled meeting of the Dayton City Council was held Tuesday, November 6, 2007, 7:00 p.m. in the council chamber of the Dayton City Building.

ROLL CALL:

Mayor Rankle	present	Member Gunning	present
Member Ashford	present	Member Allen	present
Member Hurtt	present	City Adm. Redmond	absent
Member Volter	present	City Att. Fischer	absent
Member Boruske	present		

MAYOR'S REPORT

Mayor Rankle called upon Megan Hauger, who introduced herself and called the meeting to order. Mayor Rankle asked that everyone remember the family of Fred Hartman during the moment of silent prayer. Ms. Hauger then led the Pledge of Allegiance, and reported on her activities at Lincoln Elementary School.

Mayor Rankle thanked the Police Chief and the Civic Club for the Halloween Party, which was a huge success. We also had a very successful opening of the basketball courts. The football team is doing well. The first Sunday in December is Light-up Dayton.

Insight Cable Company is videotaping the council meeting tonight, which will be shown on ICN Channel 6.

Mayor Rankle asked Member Hurtt to explain the Housing Consortium. Member Hurtt stated that the City of Dayton is a member of the first housing consortium to be approved in the state of Kentucky. The consortium is made up of Newport, Covington, Ludlow, Bromley, and Bellevue. We will receive \$45,000-\$49,000 next year for housing.

City Administrator Redmond arrived.

CITY ADMINISTRATOR'S REPORT

Mr. Redmond said the council meeting will be shown on November 10th on Channel 6 at 7:30 p.m. and November 20th at 7:00 p.m. After that, we will have our own channel, which will be 16, 17, 20, or 21. The cable company is having some complications with filtering. It will take about 4-6 weeks to get us up and running. We will be able to start our own TV station. We have been communicating with the schools.

Mr. Redmond stated that under KRS 45A.380, we may declare an emergency in order to make a purchase without going out for bids. An emergency exists within our police department because we have two cruisers that are not roadworthy. We can buy two 2008 police cruisers from Paul Miller Ford in Lexington for \$19,989 each.

CITY OF DAYTON, KENTUCKY
2007-21 R

**AN ORDER AUTHORIZING THE MAYOR TO DECLARE THAT AN EMERGENCY EXISTS,
AND AUTHORIZING THE PURCHASE OF TWO NEW POLICE CRUISERS.**

WHEREAS, KRS 45A380 provides that a local public agency may contract or purchase through noncompetitive negotiation only when a written determination is made that competition is not feasible and it is further determined in writing by a designee of the local public agency that an emergency exists which will cause public harm as a result of the delay in competitive procedures; and

WHEREAS, two police cruisers within our Police Department are not roadworthy and a public hazard exists,

BE IT ORDERED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY

SECTION 1 The City of Dayton does hereby declare an emergency exists.

SECTION 2 The City of Dayton does hereby authorize the Mayor to enter into a purchase agreement for two 2008 police cruisers from Paul Miller Ford in Lexington, Kentucky for the price of \$19,989 each.

SECTION 3 This order shall be signed by the Mayor, attested by the City Clerk, recorded, and shall be in effect at the earliest time provided by law.

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session this 6th day of November, 2007.

CITY OF DAYTON, KENTUCKY

by _____
Kenneth E. Rankle
its Mayor

ATTEST:

Donna Leger, its Clerk

Member Boruske moved to approve Resolution # 21R, and Member Gunning seconded the motion. All in favor, none opposed, motion carried--so ordered.

Mr. Scott Campbell, son-in-law of Millie Maines who is the owner of 606 McKinney, made an appeal to Council to authorize the use of her building as 2 residential and 1 commercial units. Motion by Member Ashford, seconded by Member Hurtt, to authorize the change to 2 residential and 1 commercial upon the payment of 5 years' back waste. Motion carried--so ordered.

CITY ATTORNEY'S REPORT

No report.

CITY ENGINEER'S REPORT

No report.

CONSENT AGENDA

Member Allen moved and Member Volter seconded to approve the minutes of the city council meeting held on October 2, 2007 and the special meeting held on October 4, 2007. Motion carried--so ordered.

Ordinances and Orders

First Reading:

CITY OF DAYTON, KENTUCKY

2007 - 23

AN ORDINANCE ADOPTING A NEW SECTION OF THE DAYTON CODE OF ORDINANCES REQUIRING A KEY LOCK BOX SYSTEM FOR CERTAIN STRUCTURES AND PROVIDE FOR ENFORCEMENT AND PENALTY PROVISIONS FOR VIOLATION THEROF.

WHEREAS, it is within the police power of the City to provide fire and emergency medical services to the populace with the least damage possible; and

WHEREAS, the City desires to eliminate forced entries into structures and to avoid costly and time consuming efforts in gaining access to locked structures during times of emergency,

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

SECTION ONE: A new section of the Dayton Code of Ordinances is adopted as follows:

A) The following structures shall be equipped with a key lock box system at or near the main entrance or at any other such location which may be required by the Fire Chief or any other representative of the Fire Department of Bellevue-Dayton

(i) All newly constructed commercial and industrial structures and places of assembly protected by an automatic fire alarm system or automatic suppression system or any such structure secured in a manner that restricts access during an emergency:

(ii) All newly constructed multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living quarters:

(iii) All newly constructed health care facilities: and

(iv) All existing structures undertaking additions, alterations or repairs which shall cause the same to conform with the then current provisions of any of the building or property maintenances codes adopted by the City.

(v) All existing structures as described in sections i, ii, iii and iv above within three (3) years from the effective date of this section whether or not undertaking additions, alterations or repairs. The Fire Chief shall give notice to the owners of such existing structures immediately upon adoption of this section.

B) The fire chief may exempt any building from the operation of Section A above upon written determination that such requirement is unreasonable due to design, geographical abnormalities, adequate substitute accommodations, cost or for other good cause shown.

C) All structures subject hereto shall be required to install a key lock system prior to the issuance of any occupancy permit which shall then be functional at all times thereafter.

D) The Mayor, by executive order, upon recommendation of the Fire Chief, shall designate the type(s) of key lock box system(s) to be implemented and shall have the authority to require all structures to use the designated system(s).

E) The owner or operator of any structure subject hereto shall, at all times, keep a key in the lock box that will permit access to the structure.

F) The owner or operator of any structure subject hereto shall notify the Fire Department of Bellevue-Dayton of any changes to the key

lock box system.

G) The Mayor, by executive order, upon recommendation of the Fire Chief or otherwise, is authorized to implement rules and regulations governing the use of any key lock box system.

H) The Local Ordinance Code Specialist shall be responsible for the enforcement hereof and shall assist the Fire Department of Bellevue-Dayton by making referrals to them as part of its regular inspections and enforcement of all City housing, building and safety codes.

I) No Certificate of Occupancy shall be issued for any structure subject hereto which is not properly equipped with the required key lock box system.

J) Any such key lock box system must be operational for final inspection by the Local Ordinance Code Specialist and/or Fire Department of Bellevue-Dayton.

K) Should any violation hereof occur, a written notice shall be given to the property owner mandating compliance. The Local Ordinance Code Specialist and/or Fire Department of Bellevue-Dayton shall thereafter re-inspect the structure to insure compliance. Failure to allow the inspector re-entry for such purpose shall constitute prima facie evidence of a continued violation and the Local Ordinance Code Specialist shall cause a complaint to be filed against the property owner for the violation.

L) Violation of any provision of this ordinance is declared to be a civil offense. Any person violating any provision shall be fined not more than two hundred (\$200). Any person electing not to contest citation for said offense shall be fined two hundred (\$200). Each day of violation shall constitute a separate offense.

M) Any person found in violation of this ordinance shall be guilty of a violation and shall be subject to a fine of not more than \$250. Each day of violation shall constitute a separate offense.

SECTION TWO: This ordinance shall be signed by the Mayor, attested by the City Clerk, recorded, published, and shall be in effect at the earliest time provided by law.

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

First Reading:
Second Reading:

CITY OF DAYTON, KENTUCKY

by _____
Kenneth E. Rankle
its Mayor

ATTEST:

Donna Leger, its Clerk

CITY OF DAYTON, KENTUCKY

2007- 20R

AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT OF THE INTERLOCAL AGREEMENT WITH THE CITY OF BELLEVUE FOR PROVISION OF FIRE PROTECTION AND EMERGENCY LIFE SUPPORT SERVICES.

WHEREAS, the City of Dayton, Kentucky and City of Bellevue, Kentucky have previously entered into an Interlocal Agreement creating the Fire Department of Bellevue and Dayton for the provisions of fire protection and emergency life support services; and

WHEREAS, certain changes in the articles of organization and operating agreement are found to be necessary to the order operation of said fire department,

BE IT ORDERED BY THE CITY OF DAYTON, CAMPBELL COUNTY, KENTUCKY

SECTION I The City of Dayton does hereby approve and adopt the amendment to the interlocal agreement and to execute the first amended articles of organization and first amended operating agreement. A copy of same is attached hereto and made part hereof by reference.

SECTION TWO: The Mayor and any other necessary official is authorized to sign all documents necessary to effect the above provisions.

SECTION THREE: This order shall be signed by the Mayor, attested by the City Clerk, recorded, and shall be in effect at the earliest time provided by law.

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session this ____ day of _____, 2007.

CITY OF DAYTON, KENTUCKY

by _____
KENNETH E. RANKLE
its Mayor

ATTEST:

DONNA LEGER, its Clerk

FIRST AMENDED
OPERATING AGREEMENT
OF
BELLEVUE/DAYTON FIRE DEPARTMENT, L.L.C.

This Operating Agreement dated September 30, 2001, is by and between the CITIES OF BELLEVUE AND DAYTON in Campbell County, Kentucky, as members of the Bellevue/Dayton Fire Department, L.L.C., a Kentucky Limited Liability Company (hereinafter identified and referred to as the “**Company**”); and is pursuant to the authority of the Interlocal Cooperation Act at KRS 65.210 to 65.300.

Article 1.0 – Formation

- 1.1 Organization** – The parties hereto hereby organize this limited liability Company pursuant to the provisions of the Kentucky Limited Liability Company Act at KRS Chapter 275 (hereinafter identified and referred to as the “**Act**”).
- 1.2 Intent** – It is the intent of the parties to this Operating Agreement that the company shall always be operated in a manner consistent with the authority of the Interlocal Cooperation Act at KRS 65.210 to 65.300 and all other applicable local, state and federal laws.
- 1.3 Agreement** – For and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties executing this Agreement hereby agree to the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms.
- 1.4 Name of Company** – The name of the Company is the Fire Department of Bellevue-Dayton, L.L.C., and all business of the Company shall be conducted in that name. The Company shall be dissolved, and its affairs concluded, in accordance with the Act and this Operating Agreement on July 1, 2021, unless the period of the Company existence shall be extended by amendment to this Operating Agreement and the Articles of Organization, or unless the Company is dissolved and its affairs concluded in accordance with the Act or this Operating Agreement.
- 1.5 Principal Executive Office** – The principal executive office of the Company shall be at 514 Sixth Avenue, Dayton, Kentucky 41074. It is understood, the City of Dayton holds title to the real-property located at 514 6th Avenue Dayton KY 41074 and more specific plat numbers 105-109 6th and 121-122 7th Avenue.
- 1.6 Registered Agent and Office** – The registered agent for service of process and the registered office of the Company shall be the Fire Chief. The Members of the Company may, from time to time, change the registered agent or office of the Company through appropriate filings with the Secretary of State of the Commonwealth of Kentucky.
- 1.7 Company Business** – The object and purpose of the Company and general nature of the business it proposes to transact shall be limited to providing Fire/EMS Services and other services deemed necessary by the partner members of the company for the Cities of Bellevue and Dayton, as the agent of the Cities of Bellevue and Dayton therefore. The Company may provide mutual aid with other communities and jointly cooperate on regional issues.

1.8 Company Members- The names and addresses of each of the members of this Company are as follows

<u>Name</u>	<u>Address</u>
City of Bellevue	616 Poplar Avenue, Bellevue, KY 41073
City of Dayton	514 Sixth Avenue, Dayton, KY 41074

Article 2.0 – Company Management

- 2.1 Management of the Company** - is hereby vested in the Fire Chief, who needs not be a member of the Company or a natural person, and is hereinafter identified and referred to as the “Fire Chief”.
- 2.2 Fire Department of Bellevue-Dayton Company Board** – The Mayor of each member of the Company shall appoint from the city councils and residents in their respective cities an equal number of members to the Board. The Board shall be composed of six (6) members, four of whom shall be elected officials, two of whom shall be citizen volunteers. The Board will serve a one-year term beginning January 1 of each year, with no term limitations.
- 2.3 Chair of Board** – The Chair of the Board must be an elected official from the company members. The Chair will serve a one-year term, beginning January 1 of each year, with no term limitations. The Board will determine the selection of the Chair. The Chair of the Board shall rotate each January between the elected officials from both cities. The Chair will have all rights as regular Board member. The Chair will call, organize, and conduct all regular and special meetings. The Chair will work in conjunction with the company manager to implement the policies and procedures adopted by the Board. The Chair will be responsible for overseeing and reporting the financial status of the company to the Board and company members.
- 2.4 Manager Appointment** – The Fire Chief, and all contracts for the services thereof, shall be agreed upon by the Mayor of each member of the Company and a majority of the Board.
- 2.5 Manager’s Authority** – The Fire Chief, shall be responsible for the ordinary daily operations and decisions of the Company, and the Fire Chief shall have all of the authority necessary therefore, subject to the following limitations:
- A. No funds of the Company shall be disbursed otherwise than in conformity with an annual budget for the Company, which is developed and presented to the Board by the Manager and approved by a majority of the Board. No funds shall be disbursed until the members of the company approve their annual contributions.
 - B. Without the approval of the Board the Company shall not enter into any written agreements and no property of the Company shall be conveyed, transferred or delivered to anybody else.
 - C. The Board, and the member cities, if deemed necessary, shall develop and approve all operating policies and procedures for the **company subject to review and recommendation by the city administrators of the member cities.**
 - D. The Board shall develop and approve a positions classification plan to include, but not limited to, positions available for hire, current approved salary for position and salary range for position.
 - E. The City Administrators of the member Cities shall provide written staff support to the Board regarding official business before the Board for each regular and special meeting of the Board.
 - F. The Fire Chief shall meet with the city administrators of the member cities to assist in the preparation of the annual budget and shall present a monthly budget report to the city administrators of the member cities.
 - G. The Fire Chief shall attend staff meetings as required by the city administrators of the member cities.
 - H. The Fire Chief shall not discipline any employee without the approval and recommendation of the Board Chair and the city administrators of the member cities.
 - I. The Fire Chief shall submit a written report of fire department’s monthly activities to the city administrator of the member cities by the first day of each month.
 - J. The Fire Chief shall not exceed a budget line item without written approval from the Board Chair and the city administrators of the member cities.

K. The Fire Chief shall be evaluated by the city administrators of the member cities no later than March 1st of each year. The evaluation shall be forwarded to the Board for review.

2.6 Removal of Manager – The removal of the Fire Chief of the Company shall always be subject to the approval of a majority of the Board in accordance with the policies and procedures of the Company.

2.7 Limitation of Liability – The liability of each member of the Company for debts and obligations for the Company shall be limited according to the provisions of KRS 275.150 and other applicable law. The Board is required to maintain proper liability insurance coverage on the Board, Employees, Equipment and the Company.

2.8 Priority and Return of Capital – No member shall have priority over the other member with respect to the return of capital contributions or to profits, losses, or distributions, all of which shall be equally divided among the members.

2.9 Special Meetings – Either member of the Company may schedule a special meeting of the members thereof, by causing a written notice thereof to be mailed to the other member by Certified Mail, Return Receipt Requested.

Article 3.0 – Contributions to Capital

3.1 Member Contributions - Each member shall and hereby agrees to contribute all current equipment used in the delivery of Fire/EMS services in their respective cities and an initial sum of \$535,000 as a cash contribution to the Company for operating cost of the Fire Department of Bellevue-Dayton, L.L.C. Each fiscal year the members agree to contribute a cash amount agreed upon by the members for operating purposes of the Company. The Fire Department of Bellevue/Dayton, L.L.C. budget cycle will be a fiscal year budget of July 1 – June 30. The Board shall approve an annual budget and present the budget and funding request to each member City Council by April 1 of each year. The Company members must notify the Company Board Chair by May 15 of their intent of funding. Funding: the first 3 months will be paid by each City in advance not later than July 1st and thereafter paid monthly by the 15th day of each month. If the members do not approve the proposed annual contribution by July 1 of the fiscal year the previous fiscal year's contribution will be the legal contribution until the member City Councils approve a new yearly contribution.

3.2 Annual Audit - The Board is required to have an annual audit completed by a Certified Public Accountant and reported to the members City Council by February 1 of each year.

3.3 Membership Interest – Membership interest allocations shall be designated on attached exhibit “A” and shall be updated each fiscal year.

Article 4.0 – Allocations and Distributions

The company may maintain annual operating budget reserves up to, but not exceeding, an amount agreed upon by the Board and member cities.

Article 5.0 – Dissolution of the Company

5.1 Events of Dissolution – The Company shall be dissolved and its affairs concluded upon the first occurrence of any of the following events:

- A. The expiration of the term of the Company indicated in the Articles of Organization thereof; or
- B. The entry of a Decree of Judicial Dissolution pursuant to KRS 275.290; or
- C. The filing of a Certificate of Dissolution by the Secretary of State pursuant to KRS 275.295; or
- D. The approval thereof by municipal order of either legislative body of each of the members of the Company. A minimum notice of six (6) months prior to the end of a fiscal year shall be given to the other Company member and must be given in writing by Certified Mail, Return Receipt Requested, as to their intent to dissolve the Company or remove themselves as a member of the Company effective on the end of the subsequent fiscal year.

E. Once notified of any of the above events of dissolution the company will continue to operate and provide service to all company members until the company is completely dissolved and the process of Winding Up is complete.

5.2 Continued Existence for Purposes of Winding Up – If any subsection of Section 5.1 of this Article is enacted the Company can continue solely for the purpose of winding up its affairs in accordance with the Act.

5.3 Procedure Upon Liquidation – Upon the dissolution of the Company, the members shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 5.4 hereof. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon completion of the liquidation of the Company and distribution of the proceeds, the Members shall file articles of dissolution with the Secretary of State's Office in and for the Commonwealth of Kentucky.

5.4 Process of Liquidation – The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivable of the Company, and the assets distributed in kind shall all be distributed in the following order of priority.

- A. First, to payment of debts and liabilities of the Company which are properly due and owing;
- B. Second, to the settling up of reserves to disburse the reserves in payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period; and
- C. Third, equally to the Members of the Company in respect to General Accepted Accounting Procedures.
- D. Notwithstanding the above, it is expressly understood that any and all real estate owned, prior to the effective date of this agreement, by a member city shall be returned and transferred back to that member city. The value of the real estate being returned to the member city will not be used in the calculation of determining equal asset distribution.

5.5 Winding Up and Certification of Dissolution – The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for the Commonwealth of Kentucky for filing. The certificate of dissolution shall set forth the information required by KRS 275.315.

Article 6.0 – Additional Provisions

6.1 Complete Agreement – This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

6.2 Governing Law – This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

6.3 Terms – Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identify of the person or persons, firm, or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.

6.4 Headings – All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

6.5 Severability – Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

- 6.6 Amendments** – This Agreement shall be amended or modified from time to time only by a written instrument adopted; approved and executed by both of the members of the Company.
- 6.7 Heirs, Successors and Assigns** – Each and all of the covenants, terms, provisions, and agreements herein shall be binding upon and inure to the benefit of the parties hereto and, the extent permitted by this Agreement, their legal representatives, successors, and assigns.
- 6.8 Execution of Additional Instruments** – Each member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.
- 6.9 Waiver** – The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of any original violation.
- 6.10 Mediation** – If any claim, dispute or other matter arises regarding the relations or transactions between company members they agree to submit the issues to mediation. The mediation fee, if any, shall be shared equally.
- 6.11 Rights and Remedies Cumulative** – The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any of the rights the parties may have by law, state, ordinance, to otherwise.

6.12 Creditors – None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company. No member of the company shall be liable by reason of being a member of the company, and KRS 275.150 shall control any attempt to impose such liability.

IN WITNESS WHEREOF, this Operating Agreement has been signed on behalf of the Cities of Bellevue and Dayton, by their respective Mayors, pursuant to the authorization of their respective legislative bodies.

CITY OF BELLEVUE

BY: _____, **MAYOR**

FIRST AMENDMENT DATE:

CITY OF DAYTON

BY: _____, **MAYOR**

FIRST AMENDMENT DATE:

Pursuant to the requirements of KRS 65.270, this Agreement between the Cities of Bellevue and Dayton, in Campbell County, Kentucky, is hereby approved.

KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT

BY: _____

**FIRST AMENDED
ARTICLES OF ORGANIZATION
OF
THE BELLEVUE/DAYTON FIRE DEPARTMENT**

The undersigned, John Meyer, as Mayor of the City of Bellevue, and Kenneth Rankle, as Mayor of the City of Dayton, hereby form and organize a Not-for-Profit Limited Liability Company pursuant to the Kentucky Limited Liability Act at KRS Chapter 275, and they adopt the following Articles of Organization therefore:

Article 1.0 – Name

The Limited Liability Company organized and formed is hereby named “The Fire Department of Bellevue-Dayton, LLC”.

Article 2.0 – Initial Registered Office and Agent

The initial registered office of the Fire Department of Bellevue-Dayton, LLC, and the name of its initial registered agent at that office is Fire Department of Bellevue-Dayton Fire Chief.

Article 3.0 – Initial Principal Office

The mailing address of the initial principal office of The Fire Department of Bellevue-Dayton, LLC, is 514 Sixth Avenue, Dayton, Kentucky 41074. It is understood, the City of Dayton holds title to the real-property located at 514 6th Avenue Dayton KY 41074 and more specific plat numbers 105-109 6th and 121-122 7th Avenue.

Article 4.0 – Business

The business of The Fire Department of Bellevue-Dayton, LLC, shall be limited to the joint implementation of Fire/EMS Services in the Cities of Bellevue and Dayton, Kentucky. The Company may provide mutual aid with other communities and jointly cooperate on regional issues.

Article 5.0 – Management

Management of the company is hereby vested in the Board.

Article 5.1 - Bellevue/Dayton Fire Department Board and Chair

The Mayor of each member of the Company shall appoint from the city councils and residents in their respective cities an equal number of members of a Board. The Board shall be composed of six (6) members, four of whom shall be elected officials, two of whom shall be citizen volunteers. The Board will serve a one-year term beginning January 1 of each year, with no term limitations. The Board will be responsible for developing and approving the policies and procedures and approving the budget of the Company. The City Administrators of the member Cities will serve in an advisory capacity to the Board.

Article 5.2 - Chair of Board

The Chair of the Board must be an elected official from the company members. The Chair will serve a one-year term, beginning January 1 of each year, with no term limitations. The Board will determine the selection of the Chair. The Chair of the Board shall rotate each January between the elected officials from both cities. The Chair will have all rights as regular Board members. The Chair will call, organize, and conduct all regular and special meetings. The Chair will work in conjunction with the company manager to implement the policies and procedures adopted by the Board. The Chair will be responsible for overseeing and reporting the financial status of the company to the Board and company members.

Article 5.3 – Company Manager

The company Manager shall be the Fire Chief. The appointment, duties and removal of the manager shall be in accordance with the company members Interlocal Agreement forming the Company.

Article 6.0 – Terms of Existence

The company shall be dissolved, and its affairs concluded, in accordance with the Act and this Operating Agreement on June 30, 2021, unless the period of the company existence shall be extended by amendment to this Operating Agreement and the Articles of Organization, or unless the company is dissolved and its affairs concluded in accordance with the Act or this Operating Agreement.

IN WITNESS WHEREOF, the undersigned have subscribed their signatures to these First Amended Articles of Organization on the ____ day of _____.

_____, **MAYOR**

CITY OF BELLEVUE

_____, **MAYOR**

CITY OF DAYTON

**COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL**

SUBSCRIBED AND SWORN to before me by _____, as Mayor of the City of Bellevue, this _____ day of _____.

NOTARY PUBLIC

Kentucky, State at Large

Commission Expires: _____

**COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL**

SUBSCRIBED AND SWORN to before me by _____, as Mayor of the City of Dayton, this _____ day of _____.

NOTARY PUBLIC

Kentucky, State at Large

Commission Expires: _____

Pursuant to the requirements of KS 65.270, this Agreement between the Cities of Bellevue and Dayton, in Campbell County, Kentucky, is hereby approved.

KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT

BY: _____

EXHIBIT "A"

Bellevue / Dayton Fire Department, L.L.C.

Membership Interest
Fiscal Year 2007-08

City of Dayton, Campbell County, Kentucky - \$660,000 (50%)

City of Bellevue, Campbell County, Kentucky - \$660,000 (50%)

Motion by Member Ashford, second by Member Hurtt, to approve Resolution 2007 #20R.

ROLL CALL:

Member Hurtt	aye	Member Gunning	aye
Member Volter	aye	Member Allen	aye
Member Boruske	aye	Member Ashford	aye

Motion carried--so ordered.

Businesses will have up to 3 years to comply. Churches and fraternal organizations will be included.

Fire Chief Lynn said the new truck will be in by the middle of December.

Mayor Rankle recognized Titus Byer of the YMCA teen center. Mr. Byer stated that he is working on making the teen center a Senior Service Site that will provide bingo, a wellness program, flu shots, senior activities and transportation to other senior events, such as the Silver Splash program. Currently, seniors use the center twice a week. Mr. Byer also stated that police calls are down; the kids are responding well to the center's programs.

Mayor Rankle recognized Ms. Bonnie Sizemore, principal of Lincoln Elementary, who said she thinks the school and the city are awesome.

Mayor Rankle said that the Newport City Commission passed a resolution stating that the city is against closing the 471-Memorial Parkway exit. The next meeting regarding 471 will be after the first of the year. Member Volter suggested the City also do a resolution. Member Hurtt moved to adopt a resolution to encompass the language of Newport's resolution and also state that we do not want any further damage to KY 8. Member Boruske seconded the motion. Motion carried--so ordered.

STANDING COMMITTEE REPORTS

Finance (Member Volter): A meeting will be called if needed. The committee discussed merging a part time Park Director position with a fulltime public works position, 16 hours for parks, and 24 hours for Public works. There is \$18,000 available for salary in the Public Works budget. In the spring and summer, this employee will be in charge of the parks. It makes good business sense. Member Boruske said the personnel policy will have to be changed. City Administrator Redmond said we now have an opening in Public Works. There is no indication that we will exceed the budgeted amount. When we do the revised budget in February, we will change the personnel positions. Member Ashford motioned to approve the merging of the park director position and public works position and to start a new employee as soon as possible. Member Hurtt seconded the motion.

ROLL CALL

Member Volter	aye	Member Allen	aye
Member Boruske	aye	Member Ashford	aye
Member Gunning	aye	Member Hurtt	aye

Motion carried--so ordered.

In order to buy new equipment for our cable channel, we will need to cobble together \$7300 from multiple departments until the budget is amended. Member Boruske motioned to approve spending \$7300 on equipment for cable, and Member Hurtt seconded the motion. All in favor, motion carried-so ordered.

DEPARTMENT REPORTS

Superintendent of Public Works Bobby Fuller stated he had given a report to council. Member Ashford stated Mr. Fuller is doing an excellent job. He said Mr. Fuller has a lot of connections which are beneficial to the city.

Police Chief Werner said this was the first time that he was involved with the Halloween party, and he wished to applaud the business owners and citizens who have donated gifts. He also wanted to thank the citizens and the city departments who gave their time for setting up and running the party and the cleanup afterward. There were more tables than anticipated.

STANDING COMMITTEE REPORTS (continued)

Public Safety (Member Allen): No report.

Member Volter said we should look at having Halloween the same time as other cities, and maybe have the party in the park between 6:00 to 8:00 p.m. We should talk about it next year.

Parks and Real Estate (Member Hurtt): Member Hurtt said no report, except the basketball courts were a huge success. The Park Board will refurbish the back court and put in a tot lot next year. The bathrooms will be closed because the water must be turned off in the winter.

Personnel, Law & Printing (Member Gunning): No report.

Mayor Rankle said that some employees now have 4 weeks of vacation. He would like to see that no more than 2 weeks of vacation can be taken at one time. Member Ashford moved, and Member Boruske seconded, that vacation be limited to 2 weeks at a time. Mr. Redmond said to advise all dept heads they are restricted from authorizing vacations greater than 80 hours. Motion carried--so ordered.

Economic Development (Member Boruske): No report.

Member Hurtt stated that Chief Werner applied for a safety grant: we should hear back by December 15th.

UNFINISHED BUSINESS

Work is progressing on the riverfront project, and the sewer line is in. Mayor Rankle and City Council Members attended the groundbreaking at Grants Park. They already have accepted several down payments.

NEW BUSINESS

1. Request from Ladies Fraternal Order of Eagles to have car stop April 18th and 19th. No one opposed.

EXECUTIVE SESSION

Motion to go into executive session by Member Allen, seconded by Member Boruske, for the purpose of KRS 61.810 (1) discussions of proposed or pending litigation against or on behalf of the public agency. Motion carried--so ordered.

Motion to go back into regular session by Member Gunning, seconded by Member Boruske. Motion carried--so ordered.

Motion to adjourn by Member Boruske, seconded by Member Gunning. Motion carried--so ordered.

Meeting adjourned.

Respectfully Submitted,

Barbara Washington
Assistant City Clerk/Treasurer

ATTEST:

Mayor Kenneth E. Rankle, Mayor