



# KENTON COUNTY

KENTON COUNTY FISCAL COURT  
Kenton County Government Center  
1840 Simon Kenton Way  
Covington, KY 41011  
Kenton Chambers-Second Floor

## MEETING AGENDA

February 24, 2026

5:30 P.M.

1. Call To Order - Judge/Executive Kris Knochelmann
2. Invocation And Pledge Of Allegiance - Commissioner Jon Draud
3. Approval Of Minutes (Action Requested)
  - 3.I. Approval Of The Minutes From The Meeting Of February 10, 2026.

Documents:

[02-10-26.PDF](#)

4. Citizens Address
5. General Business
  - 5.I. Request Approval Of A Payment In Lieu Of Taxes Agreement For The Building Marfofma Corp.

Documents:

[FLEURY MICHON - PILOT AGREEMENT.PDF](#)

- 5.II. Request Approval Of The Kenton County Detention Center's Policy Manual.
- 5.III. Request Approval Of Pay Applications #25 And #26 To Dugan And Meyers For The Kenton County Government Center Parking Garage.

Documents:

[PA 25.PDF](#)  
[PA 26.PDF](#)

- 5.IV. Claims Lists Dated February 24, 2026.

Documents:

[CLAIMS LIST 2-24-26.PDF](#)

6. Resolutions (Action Requested)

- 6.I. Resolution No. 26-01D (Action Requested) A Resolution For The Kenton County Fiscal Court Concerning Fiscal Year Budget Adjustments.

Documents:

[RESOLUTION 26-01D BUDGET ADJUSTMENT.PDF](#)

7. Ordinances

- 7.I. Ordinance 930.6 – First Reading (No Action Needed) An Ordinance Amending The Official Zoning Ordinance Of Unincorporated Kenton County Revising Text Related To Qualified Manufactured Homes To Comply With 2025 Kentucky House Bill 160.

Documents:

[ORDINANCE 930.6 QUALIFIED MANUFACTURED HOMES TEXT AMENDMENT HB 160.PDF](#)  
[ORDINANCE 930.6 KENTON COUNTY ATTACHMENT.PDF](#)

8. Consent Agenda (Action Requested)

- 8.I. Exhibit 26-27 Request Approval To Surplus A Glock Model 17 For The Kenton County Sheriff's Department.

Documents:

[EXHIBIT 26-27.PDF](#)

- 8.II. Exhibit 26-28 Request Approval To Surplus Two (2) Dump Body Plow Trucks, V-Box Salt Spreader And A Stainless Steel Flat Bed For The Kenton County Public Works Department.

Documents:

[EXHIBIT 26-28 PUBLIC WORKS SURPLUS.PDF](#)

- 8.III. Exhibit 26-29 Request Approval Of The Contract With Cincinnati Circus For The Kenton County Fiscal Court.

Documents:

[EXHIBIT 26-29 CINCINNATI CIRCUS 2026.PDF](#)

- 8.IV. Exhibit 26-30 Request Approval Of Addendum One For The New Kenton County Park.

Documents:

[EXHIBIT 26-30 PROPOSAL - ADDENDUM 1.PDF](#)

- 8.V. Exhibit 26-31 Request Approval To Purchase Two (2) 2026 Chevrolet 3500HD Utility Body Trucks From Bachman Chevrolet Utilizing Kentucky MA 605 2600000599 As Part

Of The Fleet Replacement Program For The Kenton County Public Works Department.

Documents:

[EXHIBIT 26-31 MEMO FOR FY26 CREW LEADER TRUCKS1.PDF](#)  
[EXHIBIT 26-31 KENTON CO SERVICE BODY.PDF](#)

- 8.VI. Exhibit 26-32 Request Approval Of The Renewal Of The Maintenance And Service Agreement With Stryker Corporation As The Sole Source For A Stryker Power-LOAD Cot-Fastening System And Ambulance Cost For The County's Spare Ambulance.

Documents:

[EXHIBIT 26-32 MEMO - SOLE SOURCE DESIGNATION - STRYKER.PDF](#)

- 8.VII. Exhibit 26-33 Request Approval To Solicit Proposals For Road Reconstruction In The Harvest Hill Subdivision For The Kenton County Public Works Department.

Documents:

[EXHIBIT 26-33 FY26 ROAD RECONSTRUCTION - MEMO.PDF](#)

- 8.VIII. Exhibit 26-34 Request Approval Of The Modified Snow And Ice Agreement Between KYTC And Kenton County.

Documents:

[EXHIBIT 26-34 SNOW AND ICE AGREEMENT.PDF](#)

- 8.IX. Exhibit 26-35 Request Approval Of The Modified Maintenance Agreement Between KYTC And Kenton County.

Documents:

[EXHIBIT 26-35 MAINTENANCE AGREEMENT.PDF](#)

## 9. Executive Orders

- 9.I. Executive Order 26-30 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Re-Appointment Of Lee Crume And Karen Finan To The NKY Port Authority Board.

Documents:

[EXECUTIVE ORDER 26-30 PORT AUTHORITY \(CRUME AND FINAN\).PDF](#)

- 9.II. Executive Order 26-31 (Action Requested) An Executive Order Relating To The Fiscal Court Appointing Jessica Fette To The Emergency Communications Board.

Documents:

[EXECUTIVE ORDER 26-31 EMERGENCY COMM. BOARD \(FETTE\).PDF](#)

- 9.III. Executive Order 26-32 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Lateral Hire Of Jeremy Lynn From The Parks And Recreation Department To A Public Services Technician III For The Kenton County Public Works Department.

Documents:

[EXECUTIVE ORDER 26-32 PUBLIC WORKS \(JEREMY LYNN\).PDF](#)

- 9.IV. Executive Order 26-33 (Action Requested) An Executive Order Relating To The Fiscal Court Accepting The Resignation Of Tracy Tattershall As An Animal Shelter Technician For The Kenton County Animal Services Department.

Documents:

[EXECUTIVE ORDER 26-33 ANIMAL SERVICES \(TRACY TATTERSHALL\).PDF](#)

- 9.V. Executive Order 26-34 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Rehire Of Lee Meeks As A Part-Time Seasonal Maintenance Laborer For The Kenton County Parks And Recreation Department.

Documents:

[EXECUTIVE ORDER 26-34 PARKS \(LEE MEEKS\).PDF](#)

10. Administrative Reporting
  - 10.I. Ashley Hawks - Emergency Communications
  - 10.II. Chief Spike Jones - Police Department
  - 10.III. Jailer Marc Fields - Detention Center
  - 10.IV. Steve Hensley - Homeland Security/Emergency Management
11. County Administrator's Report
12. County Attorney's Report
13. Commissioners' Report
14. Judge/Executive's Report
15. Executive Session
  - 15.I. Pursuant To KRS 61.810 (1) (C) Pending Litigation Regarding Grand Lodge V. Kenton County, Et Al.
16. Adjournment

**KENTON COUNTY FISCAL COURT**  
**Historic Kenton County Courthouse**  
**5272 Madison Pike**  
**Independence, KY 41051**

**Meeting Minutes**  
**February 10, 2026**  
**5:30 P.M.**

**Call to Order**

Judge/Executive Kris Knochelmann called to order the February 10, 2026, meeting of the Kenton County Fiscal Court. Judge Knochelmann led the invocation and the Pledge of Allegiance.

Present: Judge/Executive Kris Knochelmann  
Commissioner Beth Sewell, District 1  
Commissioner Jon Draud, District 2  
County Attorney, Stacy Tapke

Staff: Joe Shriver, County Administrator/Deputy Judge  
Scott Gunning, Assistant County Administrator  
Kurt Greivenkamp, Treasurer  
Sue Kaiser, Fiscal Court Clerk

**Approval of Minutes**

**A. Approval of the Minutes from the meeting of January 27, 2026.**

Commissioner Draud made the motion for approval; seconded by Commissioner Sewell. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**Citizens Address**

Randy Evans stated that he happened to catch the news here a couple weeks ago that somebody was encouraging Kenton County or Covington to not follow and work with ICE. He decided to come and speak his piece. He feels that the court should follow ICE, the Constitution and the law. If any state or local government doesn't follow federal law, then when they come to apply to us, we're going to tell you to go away. He is a Trump supporter and follows Charlie Kirk. He is MAGA, loves his country and loves the Constitution. He decided to come and speak because he is tired of hearing all this stuff going on in this country, and it's going to have to stop because us normal law abiding, everyday going to work citizens, are getting tired of it. It needs to stop.

Aaron Anderson thanked the court for allowing the citizens of the county to voice our concerns. It helps the community know that our elected leaders are listening. Not counting the time he has spent away in the military, he has been a Northern Kentucky resident for basically his entire life. He spent the last 15 years as a resident of Kenton County. He has seen the progress and shortfalls of the area, and he has lived through them. He has never felt compelled to attend a meeting to voice his concerns, but recent events have changed that. I of course am here to discuss the 287 G agreement. He is not here to tug at your heartstrings by knowingly giving you half stories, or discuss things that are happening across the country, while purposefully leaving out important details. He is simply here to tell you that you need to continue the agreement. People keep talking about how they want our police to protect and serve us. They do exactly that by enforcing the law, which we

all know is the actual job of the police force. Sob stories aside, the law is the law. The vocal minority that has been showing up does not speak for most of the community. Thousands of local registered Republicans of the area are happy with our police force, happy with the agreement, and happy our legislation is being enforced. He hopes to reflect their voices here today. Please continue the agreement as it continues to make our country safer.

Michael Staverman stated that he wants to first thank our Commissioners for going on the record two weeks ago with the Cincinnati Enquirer. He appreciates it, and is also thankful to Jailer Fields for opening up a dialogue and giving members of our group the opportunity to tour the Kenton County Detention Center later this week. Without dialogue and without openness to share information, this county would be unable to move forward and grow. Your actions are proving elected leadership is reading the room and recognizing your responsibilities to the public. Thank you to all of you. He does want to ask that the specific issue of the 287G is addressed by this court directly. All statements to the Enquirer seem to be focused on the intergovernmental service agreements to house detainees in county lockup, not on 287g or its effect on our community's trust with law enforcement. This court's position on 287G remains unclear in his eyes, and he would appreciate attention to this item in the future. While that dialogue continues, he does want to stress that oversight is a basic function of this court, and as of yet no oversight has been attempted. There's nothing on the agenda today. He hopes that that will change in the future. Our group will do what we can to assess the conditions within the detention center with the time allotted to us. We will ask challenging questions to Mr. Field and his team, but this is first and foremost a function of this court. If this court is confident in the soundness of this county's current policies, he asks this court to have the courage to question local law enforcement officers and leaders. Question them as to the conditions within the detention center. Question them as to the status of community relationships with municipal and county law enforcement alike. Question our 911 center, whether calls from the public are up or down, whether calls from neighborhoods with minority communities are up or down. Question the court's legal counsel as to the exposure this county is exposing itself to at the behest of the federal government, which is violating the constitution every day all over this country. These are the questions this county needs to have answered. If this court is confident, it won't be scared to ask them.

## **General Business**

### **A. Update from BE NKY.**

Lee Crume, the President & CEO of BE NKY, stated that BE NKY is the Fiscal Court created and authorized economic development company for Kenton, Boone and Campbell Counties. Looking at last year, most notably, most people may or may not know there's a separate legal entity called the Northern Kentucky Port Authority. Again, statutorily created. Our organization puts the operational funding into that entity so it can do good work in Boone, Kenton, and Campbell Counties. Most notably, last year, there were two really transformational projects, the OneNKY Center right at the foot of the Roebling Bridge, a project that had been envisioned for this community since the early 80s, and then the SparkHaus facility, which is the home of entrepreneurship and Blue North for Northern Kentucky. These were both delivered last year. In total, mid \$30 million of product development for the community. Some folks may have noticed that already this year in Kenton County, the Port has purchased the former C&O Roundhouse building at just south of 12th and Madison and Covington. It is exciting to think about what this 160-year-old former train repair facility can bring back to life for the benefit of the community. Because of BE NKY, last year and this year, we're able to put about a \$1.5 million in terms of operational funding into the Northern Kentucky Port Authority so they can do this type of work in the community. One of the other things that we've really been focused on, this will be part of the forward looking piece of the program as well, is really making some key investments in education in our community. We realize that workforce is a critical need for this community, and we've decided to try to address the workforce through the K-12 system. We are doing that by funding three programs this year. Adopt-A-Class is one of the programs, and if you don't know what that

is, it's an organization that works with at-risk classrooms. Those are classrooms that have greater than 51% free or reduced lunch. Companies like BE NKY, Duke, Citi, Fidelity and St. Elizabeth adopt a class for a year and teach those kids once a month about what the world of work in your organization looks like to hopefully show them and their families what that looks like. Then there's Trades NKY. Trades NKY is a program that started in Campbell County that we're hoping will scale across the Northern Kentucky footprint. As the name says, they are teaching kids starting in middle school about life and careers in trades and what quality jobs and careers are available to them. We hope that very soon they'll scale from not just talking about trades careers, but also manufacturing and marketing careers, a program we're excited about. Last but not least, there is a program called Navigo which picks kids up in high school and helps them create unique plans for their interests in their career. So again, really excited to be able to support those programs.

Mr. Crume then stated that he mentioned earlier Blue North and SparkHaus. We like to work very closely with our partners. Last year, we worked with Dave Knox and SparkHaus to create a study on entrepreneurship and what its impact can and should be for communities like Northern Kentucky. He did a quick piece of math on that and over fiscal years 24, 25, and 26 we will support Blue North directly through labor studies and other types of things to the tune of about a million dollars. We are really excited about what Blue North can bring. As we look forward just a little bit, we just completed a study that helps us refine our work on the Target Industry Study, and it really helps us understand who the ideal customers are that Northern Kentucky can attract for good quality jobs. We want to understand who can we attract, who do we have a right to win business with and what type of companies will work well in our community. That Target Industry Study was presented last month at our annual economic development forum. A couple more rear-facing things, just some results for last year. We always talk about jobs, jobs, jobs. Real fun fact from last year, that 1,914 jobs that you see is a good number but on October 1st of last year we were at about 110 jobs. We were way behind plan. So it was a crazy fourth quarter for us, closing out almost 1,800 jobs in the quarter. Really excited about the average compensation, which includes benefits, of \$73,000. Again, thinking of quality jobs that you can raise a family or pursue a career with is what we're striving for. And then again, just real important people talk about why do we do this work. He always likes to point out that for every two jobs you saw on the slide before, three other jobs are created in the community for companies that are here. So, you think about the banker and the barber and the car salesman and the HVAC for the homes and things of that nature. It stimulates and creates the economy in these other businesses. Just a final note, as we look to the near future, BE NKY is thinking about the next six years and kind of looking at it in two three-year tranches of time. And the reason we're doing that is because of scarce resources that communities are dealing with. Workforce is a scarce resource. Land, sites and quality buildings are a scarce resource. Utilities are a scarce resource. We think that in the next three years we are going to see a lot of turbulence in this space. The peak of the baby boomer retirement will crest in the next three years, meaning workforce will get smaller for a while. AI and automation are fully phasing in over the next three years, meaning that will put, again, pressure on workforce and the type of skills that we need.

We are really thinking in this first three years of that, how do we absorb this change and then create strategies for what hopefully will be the beginning of a new normal in the three years that follow that? Right now, the company's just kind of thinking about what those strategies are, what are the workforce programming and where do we invest our resources to adapt to that change?

Commissioner Draud asked what they did in the fourth quarter to create 1,800 jobs? What did you do differently in that quarter than the other quarters?

Mr. Crume answered that sometimes it's a baseball game or a football game. You're not doing anything different in the fourth quarter than you were doing in the first quarter. We actually had really good customer activity all year long. We exist in this bigger ocean a lot of times driven by geopolitics or changes, and there was just a lot of political uncertainty at the beginning of the year. Northern Kentucky, Ohio and Kentucky have really done well traditionally on FDI investment

from Europe. It was a very tumultuous global relationship with Europe that we saw kind of affecting a lot of that. So, we really didn't do anything other than just have an opportunity to execute and close deals that hadn't gotten to closing the rest of the year.

Commissioner Sewell stated that it was good to be at the rollout of the targeted industry consultants report the other day, which was added on to this. If you haven't read that, it's worth it. Just to hear Amy talk about the natural assets that exist in this community made some folks at the end say there's an enthusiasm gap in this community. What she left us with that she thought was most important and unique about this area is that we have trusted leadership. When companies come to this community, they need to feel safe and engaging with the leaders because they've been here so long. And we offer a diverse economy. Sometimes we get hung up on comparing ourselves to New York or California, and we need to be more like that but we don't. We need to be us and market the things that we do well, and specifically the things that she was saying about us being diverse. We need to be welcoming through the trustiness of our community and our leaders.

Mr. Crume stated that the key word that was used a couple times there is trust, and it doesn't get talked about a lot. It doesn't get thought about a lot, but our customers, they can sense that and they can feel that. If you think about your customer experience, if you went to buy a car and the car salesman was fighting with the sales manager who then you witnessed was fighting with the maintenance manager, you'd have a really questionable thought about buying a car from that dealership. Is this going to work? Are they going to stand behind it? Our customers can sense that. If we brought a client into a meeting and Judge Knochelmann and Judge Moore were at odds with each other our clients would sense that and it would be a really negative mark in our ability to do this work. When we have a community that has trust inside it and you can see and feel it, our customers can feel it. Communities that fight themselves do not win.

Commissioner Draud asked if they have a Meg Erpenbeck to tell their story?

Mr. Crume answered that they do, and they also rely on Meg a lot when we're telling the Kenton County story. When we publicize Kenton County, we work with Meg and we work with the folks at the City of Covington or Boone County when it's appropriate to tell their story. As a matter of fact, that's the one position we'll probably invest in next year, because we think storytelling has probably been a little underserved for the community and we want to be able to tell more stories and better stories inside and outside the community. We are probably going to add a marketing person next year.

A member of the audience stated that he is looking at the pie charts. Life sciences always seem to be the thinnest slice of the pie. Do you have an explanation for that or a feel for what's going on there considering the universities and hospitals here?

Mr. Crume stated that when you think about life science and life science investment nationally, you've seen a lot of big pharma deals, a big a lot of pharma manufacturing deals, and we haven't had a lot of that in Kentucky. We are chasing that and trying to grow that. We've been fortunate, with CTI moving across the river 10 years ago gives us a good anchor. Companies like Gravity give us a good anchor and then the investment by the Commonwealth a couple of years ago in the life science lab, which is in the OneNKY Center, gives us a good anchor. And again, we talk about our right to win these projects. When you compete against Indiana that has an Eli Lilly sitting there as this trillion dollar behemoth, you realize you're kind of pushing uphill on that. We've created the right to win, and we are starting at times to get a bite at the apple on those projects. But it is one that we think about for the future of the community and the growth that we want. It's one that we know we want to compete on, even though it's a really small one.

## **B. Claims Lists dated February 10, 2026.**

Treasurer Kurt Greivenkamp asked for approval of an addition to the Claims List for the closing for the CCBE project, not to exceed \$3,800,000.

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

### **Resolutions**

**A. Resolution No. 26-01C  
A Resolution for the Kenton County Fiscal Court concerning Fiscal Year Budget Adjustments.**

Treasurer Kurt Greivenkamp stated that the budget adjustments are for the following: \$15,000 at the county police department. This is just moving money from the salary line to the holiday line, which was an oversight during the budget process. Still at the police department, moving \$10,000 from police services to uniforms to outfit a few of the new officers we've hired. Then, at the fleet department, \$100,000 for repair parts, and that turns into inventory. It will be charged out to either the county departments or the cities that we do the work for.

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**B. Resolution No. 26-05  
A Resolution of the Kenton County Fiscal Court authorizing the Judge Executive to execute an amendment to the Northern Kentucky Special Weapons and Tactics (S.W.A.T.) Inc. interlocal agreement.**

County Administrator Joe Shriver stated that they had made a name change that requires an update to this, as well as a couple bylaw changes late last year. This is just incorporating those changes that have already been approved by the association itself.

Commissioner Draud made the motion for approval; seconded by Commissioner Sewell. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**C. Resolution No. 26-06  
A Resolution renaming the Pioneer Award.**

Commissioner Sewell thanked Dr. Draud for always being the encourager in the group, and the one that points out that we don't brag about ourselves enough and we don't brag on others enough. That's probably because he was a former educator, and loved his kids, and wanted to see that they were encouraged by just making a big deal out of them. She truly appreciates that he encouraged us to do that, and it's proven to be a wonderful opportunity to honor good people in this community.

Commissioner Sewell made the motion for approval; seconded by Judge Knochelmann. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

### **Consent Agenda**

**A. Exhibit 26-13**

Request approval of the Memorandum of Agreement between the Kenton County Fiscal Court and Life Learning Center for the Bridge to Medications for the Opioid Use Disorder Program at the Kenton County Detention Center.

- B. **Exhibit 26-14**  
Request approval to surplus a 2016 Dodge Charger for the Kenton County Sheriff's Department.
- C. **Exhibit 26-15**  
Request approval to go out to bid for Food and Chemical products for the Kenton County Detention Center.
- D. **Exhibit 26-16**  
Request approval to go out to bid for a locker room remodel and demolition for the Kenton County Detention Center
- E. **Exhibit 26-17**  
Request approval of a funding agreement between the Kenton County Fiscal Court and Cincy Bike Share for the Red Bike program.
- F. **Exhibit 26-18**  
Request approval to extend the Landscape/Lawn Services contract with Merkle Lawn Care Co. for the Kenton County Parks and Recreation, Animal Services and Building and Grounds Departments.
- G. **Exhibit 26-19**  
Request approval to solicit bids for Office and Janitorial Supplies for the Kenton County Fiscal Court.
- H. **Exhibit 26-20**  
Request approval of the service agreement for S2/Lenel NetVR licensing for the Animal Shelter and the Independence Courthouse for the Kenton County Technology Services Department.
- I. **Exhibit 26-21**  
Request approval of the service agreement for S2/Lenel NetVR licensing for the Kenton County Emergency Communications Department.
- J. **Exhibit 26-22**  
Request approval to purchase computers from Dell on the State contract for the Kenton County Emergency Communications Department.
- K. **Exhibit 26-23**  
Request approval to award the contract to Rusk Heating and Cooling to provide countywide HVAC maintenance and repair.
- L. **Exhibit 26-24**  
Request approval to accept an amendment to the Design Services Agreement with Apex Aerial Works, LLC at the New County Park.
- M. **Exhibit 26-25**  
Request approval to award the contract for the COLA - Kenton County Auditor Tool to Seven Hills for the Kenton County Technology Services Department.

- N. Exhibit 26-26**  
**Request approval to award the RFP for the Gasoline and Diesel Fuels Delivery to Campbell Oil Company for the Kenton County Public Works Department.**

All items on the Consent Agenda were voted on together.

Commissioner Draud made the motion for approval; seconded by Commissioner Sewell. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**Executive Orders**

- A. Executive Order 26-19**  
**An Executive Order rescinding the Level One Snow Emergency that was issued on January 24, 2026.**

No action needed

- B. Executive Order 26-20**  
**An Executive Order declaring a Level One Snow Emergency effective February 3, 2026, until rescinded.**

No action needed

- C. Executive Order 26-21**  
**An Executive Order rescinding the Level One Snow Emergency that was issued on February 3, 2026.**

No action needed

- D. Executive Order 26-22**  
**An Executive Order relating to the Fiscal Court approving the appointment of Chad Summe and Dave Knox to the BeNKY Board.**

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

- E. Executive Order 26-23**  
**An Executive Order relating to the Fiscal Court approving the appointment of McKenzie Moffett as a Public Safety Telecommunicator I for the Kenton County Emergency Communications Department.**

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

- F. Executive Order 26-24**  
**An Executive Order relating to the Fiscal Court accepting the retirement of David Leonard as the Assistant Director of Administration for the Kenton County Emergency Communications Department.**

Judge Knochelmann stated that he wanted to acknowledging Dave's unbelievable work, coming from both Erlanger and then in the combination of that dispatch operation. We will celebrate him down the road, but Dave has just been an unbelievable member of the team, and just done great work for many, many, many years. We do appreciate that.

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**G. Executive Order 26-25**  
**An Executive Order relating to the Fiscal Court accepting the resignation of Michael Whitford as a Police Officer II for the Kenton County Police Department.**

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**H. Executive Order 26-26**  
**An Executive Order relating to the Fiscal Court approving the appointment of Scott Hardcorn as the Executive Director of the Northern Kentucky Drug Strike Force.**

Commissioner Draud made the motion for approval; seconded by Commissioner Sewell. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**I. Executive Order 26-27**  
**An Executive Order relating to the Fiscal Court approving the appointment of Morgan Dieterle as a Public Safety Telecommunicator I for the Kenton County Emergency Communications Department.**

Commissioner Sewell made the motion for approval; seconded by Commissioner Draud. Judge/Executive Kris Knochelmann called for a voice vote, and the motion passed unanimously 3-0.

**J. Executive Order 26-28**  
**An Executive Order declaring a Level One Snow Emergency effective February 6, 2026, until rescinded.**

No action needed

**K. Executive Order 26-29**  
**An Executive Order rescinding the Level One Snow Emergency that was issued on February 6, 2026.**

No action needed

**Administrative Reporting**

**Animal Services**

Kelly Sauer stated that their current population is at a total of 73 animals, which is fantastic right now. We have a total of 108 animals in foster, which is also wonderful. We've struggled a little bit with the weather, having a hard time getting people in the door, so our adoptions are down a little bit. We did have a huge win this week with the pig Gary. If you guys didn't hear about him, we had a potbelly pig that was surrendered, and he is now happily living on a farm in Walton, Kentucky. She also wanted to give out a huge shout out to our medical department. We had a stray dog come in that was pretty significantly down with a septic infection and they jumped right on it, did an emergency surgery, got this dog back up and running and we were able to find the family of the dog. Internally, we're really enjoying having our new behavior coordinator. That's been a huge impact on what we do every day, and he and our volunteer coordinator have been working really hard together to get some good volunteer training programs on board, which we've been desperately needing. Later this month, we are launching a post adoption support program through an organization called Petszel. This is an attempt to provide resources to adopters after the adoption process to help them acclimate new dogs into their home and also help deal with some of the behavior issues that sometimes shelter dogs have in private homes. Then, coming up, not this weekend, but next weekend, the 21st and 22nd, we'll be participating in the tri-state's largest adoption event. It's called My Furry Valentine. We will not be taking animals to the event itself, but we'll be acting as a satellite event and getting a lot of advertisement through them.

### **External Affairs**

John Stanton stated that since last time he reported up here, we had the news about Project Roundhouse, the former Chesapeake and Ohio Roundhouse that's in the process of being acquired. The one thing he will note about that that deserves to be confirmed and talked about is the fact that it's a partnership between the City of Covington, the County, the Catalytic Fund, and the Port Authority. It is one of those great projects where partnership makes a difference. He doesn't think any one of the four entities could have executed on that deal, but it's the partnership of all four of them that makes it happen. Also, Commissioner Sewell represented the County at the kickoff for the St. Vincent de Paul campaign. For those that haven't kept up with that news, that's a \$12 million project in Erlanger. They've already raised \$9.5 million towards that project, and when completed, it's going to be an incredible service platform for the central part of the county, delivering a lot of services that area is sometimes overlooked for.

Mr. Stanton then stated that he had a number of meetings recently with NorthKey. If you are not familiar with Daney Amrine taking over as the CEO of NorthKey, they historically have been a relatively low-key organization in the community, even though it has statutory obligations as one of the old comp care system entities. Daney has been there for about a year now, and she's really assembling a good team, and you're going to see a lot more from her in terms of NorthKey leadership and behavioral health. Lee Crume talked tonight about some of the targeted industry things. He thanked the court for approving the appointments of Chad Summe and Dave Knox to the BE NKY Board. The targeted industries are always worth reminding folks of such as advanced manufacturing, life sciences, information technology, and supply chain management, all of which will be infused with AI kind of going forward. These appointments of folks like Chad Summe and Dave Knox are critical because it's not just doing a report, it's not just identifying the target industries, but it's the work you do after that makes the difference as a region. He is looking forward to the leadership of the two of them. Also, all 35 offices in SparkHaus are leased. In fact, they have one, possibly two businesses, that are already outgrowing their space and that are looking for space outside of SparkHaus. So, it actually, on that front has, gone quicker than we anticipated. Good problems to have. In addition, 23 of the 32 designated desks are also leased, and right now the current membership at is 366. Another thing he wanted to mention is the Bonded Spirit Bluegrass Festival, which is going to be in the Roebing Point neighborhood and throughout some of the adjoining neighborhoods in Covington. Richard Dickman at Smoke

Justice has kind of spearheaded that, and he thinks he's got a great brand and a great concept. If you're into either bourbon or traditional bluegrass music, make a note of that for March 3rd through the 7th.

Lastly, Mr. Stanton stated that he wanted to give a shout out to Julie Kirkpatrick and Candace McGraw. Maybe you all might have seen that there is a vacancy at Visit Cincy, and they elected to contract with MeetNKY to bring Julie Kirkpatrick on board to run both organizations for a period of time. Candace McGraw has come on board as an advisor to the board there to continue to help them during that facilitated transition process. It is a tremendous vote of confidence in a couple of Northern Kentucky leaders.

### **Public Works**

Spencer Stork stated that last month we had one of our largest snow events that we faced in quite some time. So, between our Public Works and Parks employees, we traveled about 13,000 miles clearing roads. It took about 1,600 hours, and we put down about 560 tons of salt. They worked really hard. Luckily, we were able to split our crews into 12-hour shifts, so we were able to treat continuously, and everyone stayed safe. So, a big shout out to them. As the Judge said, we're excited to have a little bit of a break now with the warm weather. With that, he is sure we'll be getting ready to patch some potholes that are going to reveal themselves. Also, they had some leftover funds for our household hazardous waste cleanup event, and they are planning a second one. It's going to be on April 11<sup>th</sup> at Frederick's Landing in Wilder. It will be a shorter event, and not as many materials are going to be accepted. Be sure to check that out online if you have any interest, and get all that information.

Judge Knochelmann stated that he was in Lakeside Park last night, and they also just wanted to say thanks to the crew. We contract and do that work for Lakeside Park and one of the cities. It's one thing to be out in the unincorporated areas moving snow and plowing and salting, but to be in an older subdivision neighborhood is tougher, and they've always done a great job there. Of course, Crestview Hills is the same thing. The crew does a great job.

### **Treasury**

Treasurer Kurt Greivenkamp stated that he needs the record to reflect that the financial reports for January, 2026, have been submitted

### **County Administrator 's Report**

County Administrator Joe Shriver had nothing to report.

### **County Attorney 's Report**

County Attorney Stacy Tapke had nothing to report.

### **Commissioners ' Reports**

#### **Commissioner Draud**

Commissioner Draud stated that suggested last meeting that we write an article about tracing the chronological events that have created such a safe environment in the three counties. Has that article started yet, or...? We are actually working with the other counties as well for...

The data. We've talked about a number of things, whether to celebrate the anniversary of the radio system, once the CADs all get in alignment. We already are live with Campbell County. Boone is still working out their arrangement with Tyler. And we have a three judges meeting tomorrow morning, which I'm sure will be discussed there as well. Yeah, I think that would be a great article, really.

I think a pretty important thing to... It's huge. ...let people know how much safety has been improved in the county because of cooperation of the three counties. Exactly. And savings, quite frankly. And savings, yeah, right. Any... That's all I have.

### **Commissioner Beth Sewell**

Commissioner Sewell had nothing to report.

### **Judge/Executive Kris Knochelmann**

Judge Knochelmann had nothing to report.

### **Adjournment**

Having completed all business before the Court, Commissioner Draud offered a motion to adjourn which was seconded by Commissioner Sewell. Judge/Executive Knochelmann requested a voice vote whereupon all members present voted in the affirmative with a 3-0 vote.

Text for all proposed and recently passed ordinances may be acquired by accessing the Fiscal Court web page at <http://www.kentoncounty.org> or by contacting the administrative offices at 859.392.1400.

### **CLERK CERTIFICATION**

I, Sue J. Kaiser, having been appointed to the office of Fiscal Court Clerk, do hereby certify that this is a true and accurate record of the actions taken by the Kenton County Fiscal Court at the meeting of February 10, 2026.



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Sue J. Kaiser  
Fiscal Court Clerk

## PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT, effective as of [Closing Month] 1, 2026 (this "Agreement"), is made by and among:

- A. the **CITY OF COVINGTON, KENTUCKY**, a municipal corporation and political subdivision of the Commonwealth of Kentucky (the "City");
- B. the **COUNTY OF KENTON, KENTUCKY**, a county and a political subdivision of the Commonwealth of Kentucky (the "County");
- C. the **KENTON COUNTY SCHOOL DISTRICT, KENTUCKY**, a body politic and corporate of the Commonwealth of Kentucky (the "School District"); and
- D. **BUILDING MARFOFMA CORP.**, a Delaware corporation, with a mailing address of 450 7th Avenue, Suite 1501, New York, New York 10123, its successors and assigns (the "Corporation").

### RECITALS

**WHEREAS**, the City, by and through its Board of Commissioners, is a municipal corporation and political subdivision of the Commonwealth of Kentucky existing under Chapter 83A of the Kentucky Revised Statutes ("KRS"), with the authority under KRS 92.280 to levy ad valorem taxes for city purposes on all property subject to local taxation ("City Property Taxes"); and

**WHEREAS**, the County, by and through its Fiscal Court, is a political subdivision of the Commonwealth of Kentucky existing under KRS, Chapter 67, with the authority under KRS 67.083 to levy ad valorem taxes for county purposes on all property subject to local taxation ("County Property Taxes"); and

**WHEREAS**, the School District, by and through the Board of Education of Kenton County, Kentucky, is a body politic and corporate existing under KRS 160.160 with the authority under KRS 160.460 through 160.476 to levy ad valorem taxes for school purposes on all property subject to local taxation ("School Property Taxes" and, collectively with City Property Taxes and County Property Taxes, "Local Property Taxes"); and

**WHEREAS**, the Corporation or an affiliate thereof, in reliance upon the agreements of the City, County, and School District contained in this Agreement, acquired certain real property on January 12, 2026 (the "Acquisition Date"), and will construct, improve, and equip an industrial building as defined in KRS 103.200(1)(a) and (g), located on certain real property in the City, as further described in Exhibit A attached hereto (the "Project"), which is located within the geographic boundaries of the City, the County, and the School District; and

**WHEREAS**, the Project represents new investment by the Corporation and is expected to generate new employment of at least 98 new, full-time positions with at least 78 located within the City, the County, and the School District and subject to Kentucky individual income tax; and

**WHEREAS**, on February \_\_, 2026, the City adopted a Bond Inducement Order (the "Order") providing for, among other things, the issuance of taxable industrial building revenue bonds in an aggregate principal amount not to exceed \$37,000,000 (the "Bonds") for the benefit of the Corporation, pursuant to KRS 103.200 to 103.285, inclusive (the "Act"), to pay, reimburse or otherwise finance the acquisition,

construction, installation, and equipping of the Project, to acquire title to the Project, and to lease said Project back to the Corporation, all pursuant to the Act; and

**WHEREAS**, the City and the Corporation agree that the Corporation will convey title to the Project to the City and the City will lease the entire Project back to the Corporation, pursuant to the Act, for so long as the Bonds are outstanding, with an option for the Corporation to purchase the Project upon defeasance of the Bonds; and

**WHEREAS**, a condition of the City's agreement to enter into the documents necessary to vest title to the Project in the City thereby exempting the Project from Local Property Taxes pursuant to KRS 103.285, and to effect the lease of the Project to the Corporation, the Corporation has agreed to make certain payments to the City, the County, and the School District in lieu of their respective shares of the Local Property Taxes and to enter into this Agreement with respect thereto;

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreement of the parties contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals Incorporated . It is hereby found, determined, and declared that the recitals set forth in the preambles to this Agreement, including the definitions contained therein, are true and correct and are hereby incorporated in this Section 1 by reference.

Section 2. Project Exempt from Taxation . It is understood, acknowledged, and agreed by the parties that pursuant to KRS 103.285, the Project is exempt from ad valorem taxation by the City, the County, the School District, and other political subdivisions in Kentucky to the same extent as other public property used for public purposes, so long as the same is owned by the City.

Section 3. Agreement to Make Local PILOT Payments . In consideration of the City's agreement to issue the Bonds, and take all other actions authorized by the Order, the Corporation hereby agrees that in each calendar year during the term of this Agreement with respect to the Bonds beginning on the first January 1st assessment date following the issuance of the Bonds and continuing through and including the tenth January 1st assessment date (each an "Assessment Date") that the City owns the Project, the Corporation shall make a payment to each of the City, the County, and/or the School District computed as indicated below for each of the ten Assessment Dates during the term of the Bonds.

The annual payment to each shall be equal to the percentage specified in the table below (the "PILOT Percentage") of the amount of all Local Property Taxes levied on the Project for each respective Assessment Date by the City, the County, and the School District, respectively, that otherwise would have been due and payable to each, if the Project were owned by a tax-paying entity and subject to payment of Local Property Taxes absent the application of KRS 103.285 (each, respectively, a "City PILOT Payment", "County PILOT Payment" and "School PILOT Payment" and, collectively, the "Local PILOT Payments").

The parties hereto acknowledge and agree that the Local PILOT Payments required by this Agreement are a contractual obligation and do not constitute ad valorem taxes or any other form of governmental taxation, nor shall they impair any security or revenue pledged to the payment of the Bonds. The rights of the City, County, and School District to their respective shares of the Local PILOT Payments are independent and severable. No action, inaction, or waiver by any one taxing jurisdiction regarding any

payment due shall affect or impair the right of any other jurisdiction to independently enforce the terms of this Agreement.

The PILOT Percentage by taxing jurisdiction for each of the Assessment Dates is as follows:

TAXING JURISDICTION	PILOT PERCENTAGE
City of Covington	50% for years 1 – 10
County	50% for years 1 – 10
School District	50% for years 1 – 10

**Section 4. Calculation of Local PILOT Payments** . The aggregate amount of the Local PILOT Payments in each calendar year such payments are due hereunder shall be equal to (a) the Fair Cash Value (as hereinafter defined) of the Project as of January 1st of such calendar year, multiplied by (b) the sum of the ad valorem tax rates levied by the City, the County, and/or the School District for such calendar year, and further multiplied by (c) the PILOT Percentage. If, in any calendar year during which the foregoing calculation is made, the City, the County, and/or the School District has levied different ad valorem tax rates on different classes of property subject to Local Property Taxes, the foregoing calculation shall be made separately for each such class of property that is included within the Project.

**Section 5. Determination of Fair Cash Value of the Project** . The Kenton County Property Valuation Administrator (the “PVA”) is responsible for establishing the assessed value of all property—both real and personal— within the County for the purpose of imposing real and personal property taxes. The Department of Revenue, Kentucky Finance and Administration Cabinet (the “Department”), oversees the assessment of real and personal property throughout the Commonwealth. The “Fair Cash Value” of the real property portion of the Project shall be as determined annually by the PVA as if the Project were owned by a tax-paying entity. The “Fair Cash Value” of the personal property portion of the Project shall be annually determined using its original cost, age, and the applicable trending tables published by the Department in its Form 62A500 (Tangible Personal Property Tax Return), adjusted to take into account the scrapping, removal, or other disposition of personal property in the ordinary course of business.

**Section 6. Valuation Appeal Rights** . Each of the City, the County, the School District, and the Corporation shall have the right at its own expense and in its own name and without any expense to any other party, to seek and prosecute in good faith an adjustment, by administrative appeal or litigation or otherwise, of any tax assessment made by the PVA of the real property portion of the Project, and if any adjustment is made the PILOT Payments shall be calculated based upon the assessment resulting from such adjustment. If for any reason the Project or any part of the property included within the Project is legally placed on the ad valorem tax rolls, the obligation of the Corporation to make the PILOT Payments shall terminate with respect to that property on and after January 1st of the following calendar year, and the owner of that property shall thereafter pay ad valorem taxes on that property as required of a tax-paying entity.

**Section 7. Timing of Local PILOT Payments** . Any Local PILOT Payments payable in a calendar year hereunder shall be paid at the same time and in the same manner as are City Property Taxes for such calendar year, except that the Corporation shall deliver the City PILOT Payment, the County PILOT Payment, and the School PILOT Payment to the City, the County, and the School District, respectively, at the addresses provided in Section 9 below, instead of the regular tax collector. The Local PILOT Payments for each such calendar year shall be due and payable in full no later than December 31st of that year or a later date established pursuant to KRS 134.015; provided, however, if the Corporation pays a Local PILOT Payment to the applicable taxing entity on or before any discount date established pursuant to KRS 134.015 or the City’s Code of Ordinances, the Corporation may reduce said PILOT

Payment by the corresponding discount percentage, and provided further that if the Corporation pays a Local PILOT Payment after December 31st or a later due date established pursuant to KRS 134.015, the Corporation shall increase said PILOT Payment by the corresponding penalty percentage established by KRS 134.015 or the City’s Code of Ordinances.

Section 8. Termination; Modification . This Agreement shall terminate on the day immediately following the first date on which either (a) no Bonds remain outstanding or (b) the City no longer owns the Project, whichever occurs first. Any modification to this Agreement must be in writing and requires the unanimous consent of the parties hereto or their respective successors-in-interest. No party may take any action to reduce, amend, or terminate this Agreement in a manner that would have a material adverse effect on the holders, from time to time, of the Bonds or otherwise impair revenues or security pledged to the payment of the Bonds.

Section 9. Notices . All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

- |                                |   |
|--------------------------------|---|
| If to the City, at:            | City of Covington, Kentucky<br>20 West Pike Street<br>Covington, KY 41011   |
| If to the County, at:          | County of Kenton, Kentucky<br>1840 Simon Kenton Way<br>Covington, Kentucky 41011                                  |
| If to the School District, at: | Kenton County School District<br>2044 Tuscanview Dr.<br>Covington, KY 41017                                       |
| If to the Corporation, at:     | Building MarfoFMA Corp<br>450 7th Avenue<br>Suite 1501<br>New York, New York 10123<br>Attn: Arnaud Prévéraud      |
| With a copy to:                | Taft Stettinius & Hollister LLP<br>111 E. Wacker Drive, Suite 2600<br>Chicago, IL 60601<br>Attention: Adam M. Law |

The City, the County, the School District, and the Corporation may by notice given hereunder designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 10. Entire Agreement . This Agreement is executed in connection with the issuance of the Bonds and acquisition of title to the Project by the City, the leasing of the Project by the City to the Corporation pursuant to a lease agreement, and the execution of related documents (collectively, the Bond Documents”). Except as set forth in the Bond Documents, this Agreement contains all of the agreements and conditions made between the parties hereto regarding the subject matter of this Agreement and there are no other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement. In the event of any conflict, inconsistency, or ambiguity between the provisions of this

Agreement and the provisions of the Bond Documents, the provisions of the Bond Documents shall in all instances control, and any interpretation of this Agreement must be consistent with the requirements set forth in the Bond Documents. Any exhibits attached hereto, and all terms and provisions thereof, are deemed to be a part hereof as if fully set forth herein and are deemed to be incorporated by reference herein. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision of this Agreement will not affect the validity, legality, or enforceability of the remaining provisions.

Section 11. Binding Effect . The execution and delivery of this Agreement has been duly authorized by all necessary action on the part of the parties, and this Agreement constitutes a legal, valid, and binding obligation of each party, enforceable in accordance with its terms. No authorization, approval or consent by, or filing with, any additional governmental or public regulatory authority is necessary therefor. This Agreement shall inure to the benefit of and shall be binding upon the City, the County, the School, the Corporation, and their respective successors and assigns.

Section 12. Signatures . This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures to this Agreement delivered via facsimile, DocuSign, or other electronic transmission shall be effective signatures and deemed original signatures for all purposes. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures and DocuSign signatures.

Section 13. Applicable Law . This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section 14. Time of Essence; Captions . Time is hereby declared to be of the essence in the performance of all obligations of this Agreement and of every part thereof. This Agreement has been reviewed and negotiated by both parties and shall be construed and interpreted according to the ordinary meanings of the words used so as to accomplish fairly the purposes and intentions of the parties hereto. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Section 15 . The parties acknowledge the Corporation's upfront payment of one-half percent (0.50%) of the face value of the Bonds paid to the City as of the date hereof.

*[REMAINDER OF PAGE LEFT BLANK]*

**SIGNATURE PAGE TO PAYMENT IN LIEU OF TAXES AGREEMENT**

To indicate their understanding of and agreement to the foregoing, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF COVINGTON, KENTUCKY**

By: \_\_\_\_\_  
Name: Ronald L. Washington  
Its: Mayor

**KENTON COUNTY, KENTUCKY**

By: \_\_\_\_\_  
Name: Kris Knochelmann  
Its: County Judge/Executive

**KENTON COUNTY SCHOOL DISTRICT,  
KENTUCKY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUILDING MARFOFMA CORP., a Delaware  
Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**PLAT OF PROPERTY**

**PARCEL 1:**

Situate in the County of Kenton, Commonwealth of Kentucky, to-wit:

Being all of Lot No. 2, Section 1, Pioneer Valley Industrial Park, as shown at Plat Slide B-730, of the Kenton County Clerk 'a records at Independence, Kentucky.

Being the same property conveyed to White Castle Distributing, Inc., a Delaware corporation, by deed filed for record February 20, 1991 and recorded in Volume 340, Page 348 of the Kenton County, Kentucky.

PPN: 043-00-00-100.01

Property Address: 2009 Rolling Hills Drive, Covington, KY 41017

**PARCEL 2:**

Situate in the County of Kenton, Commonwealth of Kentucky, to-wit

A certain tract of land situated on the Easterly most side of KY 17 (Madison Pike) in the City of Covington, County of Kenton, Commonwealth of Kentucky, and being a portion of the land of Martin L. Taylor as described in Deed Book 166, Page Number 69 of the Kenton County Clerk Recorder's office in Independence, Kentucky and being bounded on the North by Lot Number 2 of the Pioneer Valley Industrial Park, and being more particularly described as follows:

Beginning at a recovered steel pin the right of way of said KY 17, being the Southwesterly most corner of said Lot Number 2 of the Pioneer Valley Industrial Park;

Thence leaving said right of way of KY 17 and continuing with the Southerly most line of said Lot Number 2 South 84 deg. 37' 23" East for a distance of 281.11 feet to a set steel pin;

Thence, leaving the Southerly most line of said Lot Number 2 and continuing South 05 deg. 22' 37" West for a distance of 146.37 fee to a set steel pin;

Thence, continuing North 84 deg. 37' 23" West for a distance of 345.73 feet to a set steel pin in the right of way of existing KY 17;

Thence, continuing with the said right of way of KY 17, North 29 deg. 11' 50" East for a distance of 160.00 feet to the said Point of Beginning.

The above described property is also known as Lot 2-A, Pioneer Valley Industrial Park as set forth on Plat Slide A-264. Plat Slide A-264 states Lot 2-A is intended to be part of Lot 2 and contains a restriction requiring Lot 2 and Lot 2-A shall be sold or leased together as one and are intended to be one contiguous lot.

Being the same property conveyed to White Castle Distributing, Inc., a Delaware corporation, by deed filed March 4, 1998 and recorded in Volume 445, Page 300 , of the Kenton County, Kentucky.

PPN: 043-00-00-100.05

Property Address: 2009 Rolling Hills Drive, Covington, KY 41017

**APPLICATION AND CERTIFICATION FOR PAYMENT** AIA DOCUMENT G702

TO: Kenton County Fiscal Court  
1840 Simon Kenton Way  
Covington, KY 41011

PROJECT: Kenton County Government Center Garage & Site Improvements  
1840 Simon Kenton Way  
Covington, KY 41011

APPLICATION NO: 25  
DATE: 2/5/2026

PERIOD TO: 1/31/2026

Distribution to:  
 LENDER  
 ARCHITECT  
 CONTRACTOR  
 OWNER

FROM: Dugan & Meyers LLC  
11110 Kenwood Road  
Cincinnati, OH 45242

VIA ARCHITECT: Gresham Smith  
222 Second Avenue South, Suite 1400  
Nashville, TN 37201

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	300,000.00
2. Net change by Change Orders	\$	24,555,567.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	24,855,567.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	13,931,269.90
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	\$	1,139,867.00
b. % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,139,867.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	12,791,402.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	11,977,415.15
8. CURRENT PAYMENT DUE	\$	813,987.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	12,064,164.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,555,567.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$24,555,567.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$24,555,567.00</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Dugan & Meyers LLC

By: Josh Mason Date: 02/05/2026  
 State of: Ohio County of: DELAWARE  
 Subscribed and sworn to before me this 5TH DAY OF FEBRUARY 2026  
 Notary Public: Abby Lum  
 My Commission expires: 10-19-28

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 813,987.75  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
 ARCHITECT: James M. Lecker Date: 02/11/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**ABBY LUMM**  
 NOTARY PUBLIC · STATE OF OHIO  
 My Commission Expires Oct. 19, 2028

**CONTINUATION SHEET**

DOCUMENT G703 (SIM.)

Summary

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 25  
 APPLICATION DATE: 2/5/2026  
 PERIOD TO: 1/31/2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C4 - G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C4)			
<b>Construction Management</b>									
1	D&M Pre-Construction Services	\$ 300,000	\$ 300,000		\$ -	\$ 300,000	100%	\$ -	-
2	Permits	\$ 23,472	\$ 8,033		\$ -	\$ 8,033	34%	\$ 15,439	803
3	Tap and Capacity Charges	\$ 72,921	\$ 35,281		\$ -	\$ 35,281	48%	\$ 37,640	3,528
4	General Conditions	\$ 1,195,507	\$ 735,146	\$ 150,000	\$ -	\$ 885,146	74%	\$ 310,361	88,515
5	CM Fee	\$ 607,500	\$ 372,925	\$ 37,500	\$ -	\$ 410,425	68%	\$ 197,075	41,043
6	Bond	\$ 117,967	\$ 117,967		\$ -	\$ 117,967	100%	\$ -	-
7	General Liability Insurance	\$ 90,717	\$ 86,170	\$ 4,547	\$ -	\$ 90,717	100%	\$ -	-
<b>Allowances</b>									
8	Concrete Winter Protection Allowance	\$ 100,000			\$ -	\$ -	0%	\$ 100,000	-
9	Emergency Egress / Overhead Protection Allowance	\$ 45,000	\$ 13,612		\$ -	\$ 13,612	30%	\$ 31,388	1,361
10	Underpinning Allowance	\$ 50,000	\$ 5,000		\$ -	\$ 5,000	10%	\$ 45,000	500
11	Vapor Mitigation Allowance	\$ 747,000			\$ -	\$ -	0%	\$ 747,000	-
12	Terminator Allowance	\$ 100,000			\$ -	\$ -	0%	\$ 100,000	-
13	Monument Sign Allowance	\$ 50,000	\$ 50,000		\$ -	\$ 50,000	100%	\$ -	-
14	Dewatering Allowance	\$ 40,000	\$ 11,406		\$ -	\$ 11,406	29%	\$ 28,594	1,141
<b>Subcontractors</b>									
15	Dugan & Meyers - Concrete	\$ 5,860,830	\$ 3,927,100		\$ -	\$ 3,927,100	67%	\$ 1,933,730	392,710
16	Kurzahls - Masonry	\$ 355,207	\$ 355,207		\$ -	\$ 355,207	100%	\$ -	17,760
17	Neiheisel - Structural Steel & Misc. Metals	\$ 297,130	\$ 297,130		\$ -	\$ 297,130	100%	\$ -	-
18	PSI - Waterproofing, Traffic Coatings, Joint Sealants, and Expansion Joints	\$ 314,000	\$ 314,000		\$ -	\$ 314,000	100%	\$ -	-
19	TruCraft - Roofing	\$ 177,408	\$ 177,408		\$ -	\$ 177,408	100%	\$ -	8,870
20	Schiller - Doors, Frames, and Hardware	\$ 81,951	\$ 81,951		\$ -	\$ 81,951	100%	\$ -	-
21	McAndrews Glass - Windows	\$ 67,570	\$ 67,570		\$ -	\$ 67,570	100%	\$ -	-
22	Flannery Painting - Painting	\$ 34,350	\$ 34,350		\$ -	\$ 34,350	100%	\$ -	3,435
23	Queen City Awnings - Stand alone Awnings	\$ 16,450	\$ 16,450		\$ -	\$ 16,450	100%	\$ -	-
24	KAP Signs - Signage	\$ 24,846	\$ 24,846		\$ -	\$ 24,846	100%	\$ -	-
25	Select Specialties - Fire Extinguishers & Cabinets	\$ 3,826	\$ 3,826		\$ -	\$ 3,826	100%	\$ -	-
26	Otis - Elevator	\$ 149,118	\$ 149,118		\$ -	\$ 149,118	100%	\$ -	14,912
27	Dalmatian - Fire Suppression	\$ 288,400	\$ 288,400		\$ -	\$ 288,400	100%	\$ -	-
28	Ken Neyer Plumbing - Plumbing	\$ 245,600	\$ 245,600		\$ -	\$ 245,600	100%	\$ -	-
29	Feldkamp - HVAC	\$ 240,200	\$ 240,200		\$ -	\$ 240,200	100%	\$ -	-
30	Craftsman - Electric, Communications, and Security	\$ 1,342,840	\$ 1,006,516		\$ -	\$ 1,006,516	75%	\$ 336,324	100,652
31	Goettle - Augercast Piles, ERS	\$ 2,543,200	\$ 1,751,146	\$ 792,054	\$ -	\$ 2,543,200	100%	\$ -	254,320
32	J&D Rack - Site Demo, Earthwork, Site Utilities, and Asphalt	\$ 1,453,100	\$ 1,442,100		\$ -	\$ 1,442,100	99%	\$ 11,000	144,210
33	Decorative Paving - Concrete Unit Pavers	\$ 86,500	\$ 86,500		\$ -	\$ 86,500	100%	\$ -	-
34	Walt's Pavement Markings - Asphalt Striping	\$ 16,035	\$ 13,040		\$ -	\$ 13,040	81%	\$ 2,995	1,304
35	Obersons - Landscaping, Irrigation & Site Furnishings	\$ 164,239	\$ 157,879		\$ -	\$ 157,879	96%	\$ 6,360	15,788
36	Design Contingency	\$ 829,014	\$ 406,938	\$ 27,500	\$ -	\$ 434,438	52%	\$ 394,576	35,784
37	Construction Contingency	\$ 829,014	\$ 22,484		\$ -	\$ 22,484	3%	\$ 806,530	633
38	Exposure Holds	\$ 1,573,087	\$ 219,759	\$ 10,141	\$ -	\$ 229,900	15%	\$ 1,343,187	633
39	Flooring Bid Package	\$ 1,000	\$ 1,000		\$ -	\$ 1,000	100%	\$ -	100
40	Fencing Bid Package	\$ 15,000	\$ 7,020		\$ -	\$ 7,020	47%	\$ 7,980	702

**CONTINUATION SHEET**

DOCUMENT G703 (SIM.)

Summary

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 25  
 APPLICATION DATE: 2/5/2026  
 PERIOD TO: 1/31/2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C4 - G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C4)		
<b>Podium</b>									
<b>Construction Management</b>									
41	D&M Pre-Construction Services	\$ 24,400	\$ 24,400		\$ -	\$ 24,400	100%	\$ -	
42	General Conditions	\$ 257,148		\$ 65,000	\$ -	\$ 65,000	25%	\$ 192,148	6,500
43	CM Fee	\$ 129,167		\$ 40,000	\$ -	\$ 40,000	31%	\$ 89,167	4,000
44	Bond	\$ 31,055	\$ 31,055		\$ -	\$ 31,055	100%	\$ -	3,106
45	General Liability Insurance	\$ 35,517	\$ 35,517		\$ -	\$ 35,517	100%	\$ -	3,552
<b>Allowances</b>									
46	ERS Allowance	\$ 120,000			\$ -	\$ -	0%	\$ 120,000	-
<b>Subcontractors</b>									
47	Dugan & Meyers - Concrete	\$ 2,442,987	\$ 164,000	\$ 49,475	\$ -	\$ 213,475	9%	\$ 2,229,512	21,348
48	Kurzahls - Masonry	\$ 31,405			\$ -	\$ -	0%	\$ 31,405	-
49	PSI - Waterproofing	\$ 77,700			\$ -	\$ -	0%	\$ 77,700	-
50	Goettle - Augercast Piles	\$ 1,156,188		\$ 537,000	\$ -	\$ 537,000	46%	\$ 619,188	53,700
<b>Project Sub Total</b>		<b>\$ 24,855,567</b>	<b>\$ 13,328,050</b>	<b>\$ 1,713,217</b>	<b>\$ -</b>	<b>\$ 15,041,267</b>	<b>61%</b>	<b>\$ 9,906,435</b>	<b>\$ 1,220,908</b>
<b>Material Permanent - Garage</b>									
51	Material Permanent CO								
52	Kurzahls - Masonry Material Permanent		\$ (56,554)			\$ (56,554)			
53	PSI - Waterproofing Material Permanent		\$ (114,591)			\$ (114,591)			
54	Ken Neyer - Plumbing Material Permanent		\$ (54,235)			\$ (54,235)			
55	Feldkamp - HVAC Material Permanent		\$ (74,200)			\$ (74,200)			
56	Material Permanent CO								
57	Dugan & Meyers - Concrete Material Permanent					\$ -			\$ -
58	Goettle - ACP Material Permanent			\$ (810,417)		\$ (810,417)			\$ (81,042)
59	Craftsman - Electric Material Permanent					\$ -			\$ -
<b>Material Permanent - Podium</b>									
60	Material Permanent CO								
61	Dugan & Meyers - Concrete Material Permanent								
62	Goettle - ACP Material Permanent								
<b>Project Total</b>		<b>\$ 24,855,567</b>	<b>\$ 13,028,470</b>	<b>\$ 902,800</b>	<b>\$ -</b>	<b>\$ 13,931,270</b>		<b>\$ 9,906,435</b>	<b>\$ 1,139,867</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

To (OWNER): **DUGAN & MEYERS**  
11110 KENWOOD ROAD  
CINCINNATI, OH 45242

Project: KCFC GARAGE  
1111 MAIN STREET  
COVINGTON, KY 41011

Application No: 7  
Invoice No: 7

From: **Richard Goettle, Inc.**  
12071 Hamilton Ave.  
Cincinnati, OH 45231

Period To: 1/31/2026

SubcontractNo: 24166

Contract For:

Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Richard Goettle, Inc.

1. ORIGINAL CONTRACT SUM	\$	2,543,200.00
2. Net change by Change Orders	\$	-801,404.94
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	1,741,795.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	1,741,795.06
5. RETAINAGE	\$	174,179.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	1,567,615.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,584,142.41
8. CURRENT PAYMENT DUE	\$	<b>-16,526.85</b>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	174,179.50

By:

State of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

Date:

County of:

Day of:



Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	9,012.31	0.00
Approved this month	0.00	810,417.25
TOTALS	9,012.31	810,417.25
Net change by change orders		-801,404.94

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractors signed certification is attached.

Application Number: 7  
 Application Date: 1/31/2026  
 Period To: 1/31/2026  
 Subcontract No: 24166

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	6,500.00
2	ERS Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
3	East ERS - H Piles	184,164.00	184,164.00	0.00	0.00	184,164.00	100	0.00	18,416.40
4	East ERS - Lagging	63,125.00	63,125.00	0.00	0.00	63,125.00	100	0.00	6,312.50
5	SW ERS - H Piles	81,851.00	81,851.00	0.00	0.00	81,851.00	100	0.00	8,185.10
6	SW ERS - Lagging	64,100.00	64,100.00	0.00	0.00	64,100.00	100	0.00	6,410.00
7	Lean Fill (Material Only)	31,960.00	0.00	31,960.00	0.00	31,960.00	100	0.00	3,196.00
8	ACP Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	1,000.00
9	ACP - Test Pile	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	3,000.00
10	ACP - P3	11,271.92	11,271.92	0.00	0.00	11,271.92	100	0.00	1,127.19
11	ACP - P2	326,883.00	326,883.00	0.00	0.00	326,883.00	100	0.00	32,688.30
12	ACP - P1	839,751.00	839,751.00	0.00	0.00	839,751.00	100	0.00	83,975.10
13	ACP - Grout (Material Only)	476,226.00	0.00	476,226.00	0.00	476,226.00	100	0.00	47,622.60
14	ACP - Rebar (Material Only)	283,868.08	0.00	283,868.08	0.00	283,868.08	100	0.00	28,386.81
15	Demobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	6,500.00
16	CO - UNDERPINNING DESIGN	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	500.00
17	CO - VE AND ADDED WORK	4,012.31	4,012.31	0.00	0.00	4,012.31	100	0.00	401.23
18	CO - Direct Purchase Deduct	-810,417.25	0.00	-810,417.25	0.00	-810,417.25	100	0.00	-81,041.73

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractors signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 7

Application Date: 1/31/2026

Period To: 1/31/2026

Subcontract No: 24166

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		1,741,795.06	1,760,158.23	-18,363.17	0.00	1,741,795.06	100	0.00	174,179.50

State of Ohio,

County of Hamilton, Ohio Bret Witte

being first duly sworn, says that (s)he is (1) Controller

of (2) Richard Goettle, Inc. the (subcontractor) contractor having a contract with

(2) DUGAN & MEYERS the (3) General Contractor

for (4) installation of temporary earth retention and augercast piles

a Garage situated on or around or in front of the following property, (5) 1111 Main St., Covington, KY 41011

in Kenton County, Kentucky, viz: \_\_\_\_\_

whereof (2) Kenton County Fiscal Court was the Owner, Part-Owner or Lessee.

**SUB-CONTRACTORS**

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said (2) Richard Goettle, Inc. giving the amount, if any, which is due, or about to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

**NOTE: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.**

NAME	ADDRESS	TRADE	AMOUNT
McGill Smith Punshon Design	PO BOX 706017, Cincinnati, OH	Surveying	\$21,025.68

**MATERIAL MEN**

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) \_\_\_\_\_ giving the amount, if any, which is due, or to become due, to them, or to any of them, for machinery, material or fuel furnished to date hereof, under the said contracts.

NAME	ADDRESS	TRADE	AMOUNT

**NOTE: The above must be accompanied by "Certificate of Materialman" In lieu of such certificates, there may be furnished a Waiver of Lien, a written release or receipt.**

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) Richard Goettle, Inc. furnishing labor under said contract, giving the amount, if any which is due or to become due, for labor done to date hereof.

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	AMOUNT DUE
ALL PAID IN FULL			

Affiant further states that there is due or to become due to Richard Goettle, Inc.

for work performed or machinery or fuel furnished to DUGAN & MEYERS to date  
(Owner or Contractor)  
hereof under said contract, the sum of \$ -16,526.85

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to the date hereof to (2) Richard Goettle, Inc. are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that Richard Goettle, Inc. has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 12071 Hamilton Ave., Cincinnati, Ohio 45231  
this 3rd day of February, 2026.



Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:  
June 18, 2029

NOTARY PUBLIC, Hamilton COUNTY, OHIO.

1. Secy., Treas. one of firm or agent, as case may be
2. Name and address
3. "Owner," "Part Owner," or "Lessee," or "authorized agent of the owner, part owner or lessee," or "original" or "principal contractor under a contract with the owner, part owner or lessee," as the case may be.
4. "Constructing, altering or repairing a boat, vessel or other watercraft," or "erecting, altering repairing or removing a house, mill, manufactory or any furnace, or furnace material therein, or other building appurtenance, fixture, bridge or other structure," or "digging," "drilling, boring, operating, completing and repairing any gas well, oil well, or other well," or "altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line," or "furnishing tile for the drainage of any lot or land," as the case may be.
5. Accurate description of property
6. Contractor or subcontractor executing affidavit.

**AFFIDAVIT  
OF  
ORIGINAL OR SUB-CONTRACTOR**

OWNER: \_\_\_\_\_

HEAD CONTRACTOR: \_\_\_\_\_

SUB-CONTRACTOR: \_\_\_\_\_

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

To (OWNER): **DUGAN & MEYERS**  
11110 KENWOOD ROAD  
CINCINNATI, OH 45242

Project: KCFC GARAGE  
1111 MAIN STREET  
COVINGTON, KY 41011

Application No: 9  
Invoice No: 24166-09

From: **Richard Goettle, Inc.**  
12071 Hamilton Ave.  
Cincinnati, OH 45231

Period To: 1/31/2026  
SubcontractNo: 24166

Contract For:

Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>2,543,200.00</u>
2. Net change by Change Orders	\$	<u>193,595.06</u>
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	<u>2,736,795.06</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	<u>2,278,795.06</u>
5. RETAINAGE	\$	<u>53,700.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	<u>2,225,095.06</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,741,795.06</u>
8. CURRENT PAYMENT DUE	\$	<b>483,300.00</b>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	511,700.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Richard Goettle, Inc.

By: [Signature]  
State of: Ohio  
Subscribed and sworn to before me this 3rd  
Notary Public: [Signature]  
My Commission expires:

Date: 2/3/26  
County of: Hamilton  
Day of February, 2026.



Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:  
June 18, 2029

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	9,012.31	810,417.25
Approved this month	995,000.00	0.00
<b>TOTALS</b>	<b>1,004,012.31</b>	<b>810,417.25</b>
Net change by change orders	193,595.06	

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractors signed certification is attached.

Application Number: 9  
 Application Date: 1/22/2026  
 Period To: 1/31/2026  
 Subcontract No: 24166

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	0.00
2	ERS Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
3	East ERS - H Piles	184,164.00	184,164.00	0.00	0.00	184,164.00	100	0.00	0.00
4	East ERS - Lagging	63,125.00	63,125.00	0.00	0.00	63,125.00	100	0.00	0.00
5	SW ERS - H Piles	81,851.00	81,851.00	0.00	0.00	81,851.00	100	0.00	0.00
6	SW ERS - Lagging	64,100.00	64,100.00	0.00	0.00	64,100.00	100	0.00	0.00
7	Lean Fill (Material Only)	31,960.00	31,960.00	0.00	0.00	31,960.00	100	0.00	0.00
8	ACP Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
9	ACP - Test Pile	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
10	ACP - P3	11,271.92	11,271.92	0.00	0.00	11,271.92	100	0.00	0.00
11	ACP - P2	326,883.00	326,883.00	0.00	0.00	326,883.00	100	0.00	0.00
12	ACP - P1	839,751.00	839,751.00	0.00	0.00	839,751.00	100	0.00	0.00
13	ACP - Grout (Material Only)	476,226.00	476,226.00	0.00	0.00	476,226.00	100	0.00	0.00
14	ACP - Rebar (Material Only)	283,868.08	283,868.08	0.00	0.00	283,868.08	100	0.00	0.00
15	Demobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	0.00
16	CO - UNDERPINNING DESIGN	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
17	CO - VE AND ADDED WORK	4,012.31	4,012.31	0.00	0.00	4,012.31	100	0.00	0.00
18	CO - Direct Purchase Deduct	-810,417.25	-810,417.25	0.00	0.00	-810,417.25	100	0.00	0.00
19	CO- Podium Piles	617,962.68	0.00	537,000.00	0.00	537,000.00	87	80,962.68	53,700.00

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractors signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 9  
Application Date: 1/22/2026  
Period To: 1/31/2026  
Subcontract No: 24166

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
20	CO - Reinforcing Material	122,037.32	0.00	0.00	0.00	0.00	0	122,037.32	0.00
21	CO - Grout Material	255,000.00	0.00	0.00	0.00	0.00	0	255,000.00	0.00
		<b>2,736,795.06</b>	<b>1,741,795.06</b>	<b>537,000.00</b>	<b>0.00</b>	<b>2,278,795.06</b>	<b>83</b>	<b>458,000.00</b>	<b>53,700.00</b>

State of Ohio,

County of Hamilton, Ohio Bret Witte

, being first duly sworn, says that (s)he is (1) Controller

of (2) Richard Goettle, Inc. the (subcontractor) contractor having a contract with

(2) DUGAN & MEYERS the (3) General Contractor

for (4) installation of temporary earth retention and augercast piles

a Garage situated on or around or in front of the following property, (5) 1111 Main St., Covington, KY 41011

in Kenton County, Kentucky, viz: \_\_\_\_\_

whereof (2) Kenton County Fiscal Court was the Owner, Part-Owner or Lessee.

**SUB-CONTRACTORS**

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said (2) Richard Goettle, Inc. giving the amount, if any, which is due, or about to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

**NOTE: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.**

NAME	ADDRESS	TRADE	AMOUNT
McGill Smith Punshon Design	PO BOX 706017, Cincinnati, OH	Surveying	\$21,025.68

**MATERIAL MEN**

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) \_\_\_\_\_ giving the amount, if any, which is due, or to become due, to them, or to any of them, for machinery, material or fuel furnished to date hereof, under the said contracts.

NAME	ADDRESS	TRADE	AMOUNT

**NOTE: The above must be accompanied by "Certificate of Materialman" In lieu of such certificates, there may be furnished a Waiver of Lien, a written release or receipt.**

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) Richard Goettle, Inc. furnishing labor under said contract, giving the amount, if any which is due or to become due, for labor done to date hereof.

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	AMOUNT DUE
ALL PAID IN FULL			

Affiant further states that there is due or to become due to Richard Goettle, Inc.

for work performed or machinery or fuel furnished to DUGAN & MEYERS to date  
(Owner or Contractor)  
hereof under said contract, the sum of \$ 483,300.00

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to the date hereof to (2) Richard Goettle, Inc. are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that Richard Goettle, Inc. has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

[Signature]

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 12071 Hamilton Ave., Cincinnati, Ohio 45231

this 3rd day of February, 2026



Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:  
June 18, 2029

[Signature]

NOTARY PUBLIC, Hamilton COUNTY, OHIO.

1. Secy., Treas. one of firm or agent, as case may be
2. Name and address
3. "Owner," "Part Owner," or "Lessee," or "authorized agent of the owner, part owner or lessee," or "original" or "principal contractor under a contract with the owner, part owner or lessee," as the case may be.
4. "Constructing, altering or repairing a boat, vessel or other watercraft," or "erecting, altering repairing or removing a house, mill, manufactory or any furnace, or furnace material therein, or other building appurtenance, fixture, bridge or other structure," or "digging," "drilling, boring, operating, completing and repairing any gas well, oil well, or other well," or "altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line," or "furnishing tile for the drainage of any lot or land," as the case may be.
5. Accurate description of property
6. Contractor or subcontractor executing affidavit.

**AFFIDAVIT  
OF  
ORIGINAL OR SUB-CONTRACTOR**

OWNER: \_\_\_\_\_

HEAD CONTRACTOR: \_\_\_\_\_

SUB-CONTRACTOR: \_\_\_\_\_

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

**TO OWNER:**  
Dugan & Meyers  
11110 Kenwood Road  
Cincinnati, Ohio 45242

**PROJECT:** KCFC CM@R

**APPLICATION NO:** 2

**Distribution to:**

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

**PERIOD TO:** 01/31/26

**VIA ARCHITECT:**

**PROJECT NO.:** 15866-023

**CONTRACT DATE:** 06/20/25

**FROM CONTRACTOR:**  
Oberson's Nursery and Landscapes, LLC  
2389 Hamilton Cleves Road  
Hamilton, Ohio 45013

**CONTRACT FOR:** Landscape

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	<u>\$164,239.16</u>
2. Net Change by Change Orders	<u>\$5,784.06</u>
3. CONTRACT SUM TO DATE (Line 1+2)	<u>\$170,023.22</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$163,663.16</u>
5. RETAINAGE:	
a. 10% of Completed Work	<u>\$16,366.32</u>
b. 10% of Stored Material	<u>\$0.00</u>
 Total Retainage (Lines 5a+5b or Total in Column K of G703)	 <u>\$16,366.32</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	<u>\$147,296.84</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	<u>\$144,767.84</u>
8. CURRENT PAYMENT DUE	<u>\$2,529.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	<u>\$22,726.38</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Oberson's Nursery and Landscapes, LLC

By: [Signature] Date: 1-13-2026

State of: Ohio County of: Butler  
Subscribed and sworn to before me this 13th day of January, 2026.  
Notary Public: Tracy M Baker  
My Commission Expires: July 15, 2029

**OWNER'S CERTIFICATION FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED.....**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**OWNER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner.	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$0.00</b>	



State of Ohio,

County of Butler, Ohio January 13 2026

William R Barker, being first duly sworn, says that (s)he is (1) Operations Manager

of (2) Oberson's Nursery and Landscapes LLC the (subcontractor) contractor having a contract with

(2) Dugan Meyers the (3) Prime Contractor

for (4) Kenton County Garage

a Facility situated on or around or in front of the following property, (5)

in Kenton County, Kentucky viz: \_\_\_\_\_

whereof (2) Kenton County Fiscal Court was the Owner, Part-Owner or Lessee.

**SUB-CONTRACTORS**

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said (2) Oberson's Nursery and Landscapes LLC giving the amount, if any, which is due, or about to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

**NOTE: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.**

NAME	ADDRESS	TRADE	AMOUNT
None			

**MATERIAL MEN**

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) Oberson's Nursery and Landscapes LLC giving the amount, if any, which is due, or to become due, to them, or to any of them, for machinery, material or fuel furnished to date hereof, under the said contracts.

NAME	ADDRESS	TRADE	AMOUNT
None			

**NOTE: The above must be accompanied by "Certificate of Materialman" In lieu of such certificates, there may be furnished a Waiver of Lien, a written release or receipt.**

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) Oberson's Nursery and Landscapes LLC furnishing labor under said contract, giving the amount, if any which is due or to become due, for labor done to date hereof.

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	AMOUNT DUE
Every Laborer Has Been Paid In Full			

Affiant further states that there is due or to become due to Oberson's Nursery and Landscapes, LLC for work performed or machinery or fuel furnished to Dugan and Meyers to date hereof under said contract, the sum of \$ 2,529.00 (Owner or Contractor)

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to the date hereof to (2)Oberson's Nursery and Landscapes LLC are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that Oberson's Nursery and Landscapes LLC has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

RJB

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at Hamilton \_\_\_\_\_, Ohio  
this 13th day of January, 2026



Tracey M Baker  
TRACEY M BAKER  
NOTARY PUBLIC  
STATE OF OHIO  
NOTARY PUBLIC, Butler COUNTY, OHIO.

Comm Expires  
07-15-2029  
Name and address  
Owner, "Part Owner," or "Lessee," or "authorized agent of the owner,  
part owner or lessee," or "original" or "principal contractor under a  
contract with the owner, part owner or lessee," as the case may be.

4. "Constructing, altering or repairing a boat, vessel or other watercraft," or "erecting, altering repairing or removing a house, mill, manufactory or any furnace, or furnace material therein, or other building appurtenance, fixture, bridge or other structure," or "digging," "drilling, boring, operating, completing and repairing any gas well, oil well, or other well," or "altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line," or "furnishing tile for the drainage of any lot or land," as the case may be.
5. Accurate description of property
6. Contractor or subcontractor executing affidavit.

**AFFIDAVIT  
OF  
ORIGINAL OR SUB-CONTRACTOR**

OWNER: Kenton County Fiscal Court

HEAD CONTRACTOR: Dugan & Meyers

SUB-CONTRACTOR: Oberson's Nursery and Landscapes LLC

DATE: January 13, 2026

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: Dugan & Meyers LLC  
P.O. Box 159  
Monroe, OH 45050

PROJECT: KCFCG Concrete

APPLICATION NO.: #008  
through 1/31/2026  
PROJECT NOS.: 15865

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CONSTRUCTION MANAGER

FROM CONTRACTOR: Dugan & Meyers LLC  
P.O. Box 159  
Monroe, OH 45050

VIA ARCHITECT: Gresham Smith  
222 Second Avenue South, Suite 1400  
Nashville, TN 37201

CONTRACT DATE: 2-19-25

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$5,860,830.00
2. Net change by Change Orders.....	\$2,547,956.94
3. CONTRACT SUM TO DATE (Line 1+-2).....	\$8,408,786.94
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$4,140,575.00
5. RETAINAGE:	
a. 10 % of Completed Labor	\$414,057.50
b. 8% of Stored Material (Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$414,057.50
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$3,726,517.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$3,681,990.00
8. CURRENT PAYMENT DUE.....	\$44,527.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$4,682,269.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$2,547,956.94	
Totals	\$2,547,956.94	\$0.00
NET CHANGES by Change Order	\$2,547,956.94	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Dugan & Meyers LLC

By:  Date: 02/05/2026

State of: Ohio  
County of: Delaware  
Subscribed and sworn to before me this 5<sup>TH</sup> day of FEBRUARY 2026

Notary Public:   
My Commission expires: 10-19-28

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified).

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

01.01.17



**ABBY LUMM**  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Expires Oct. 19, 2028

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8  
 DATE: 2/5/2026  
 PERIOD FROM: 1/1/2026  
 TO: 1/31/2026

A Item No.	B Description of Work	C Scheduled Value	D E WORK COMPLETED		F Materials Stored (Not in D or E)	G Total Completed and Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage  10% of G
			Previous Application	This Period					
1	Hoisting	270,835	225,525		0	225,525	83%	45,310	22,553
2	Reinforcing	961,570	133,647		0	133,647	14%	827,923	13,365
3	Pump Place Finish Slabs	195,723	115,000		0	115,000	59%	80,723	11,500
4	Pile Caps	288,965	288,965		0	288,965	100%	0	28,897
5	Continuous Footings	265,274	277,211		0	277,211	104%	(11,937)	27,721
6	Mat Foundations	107,145	107,145		0	107,145	100%	0	10,715
7	Piers	4,595	4,595		0	4,595	100%	(0)	460
8	Columns	146,365	139,365		0	139,365	95%	7,000	13,937
9	Column Corbels	12,005	12,005		0	12,005	100%	0	1,201
10	Pit Walls	21,267	21,267		0	21,267	100%	0	2,127
11	Perimeter Walls	685,879	534,917		0	534,917	78%	150,962	53,492
12	Ramp Walls	23,238	23,238		0	23,238	100%	0	2,324
13	Retaining Walls	14,076	14,076		0	14,076	100%	0	1,408
14	Shaft Walls	337,206	305,137		0	305,137	90%	32,069	30,514
15	Crash Walls	36,398	18,154		0	18,154	50%	18,244	1,815
16	Wallumns	8,500	8,500		0	8,500	100%	0	850
17	Slab on Grade	398,461	323,494		0	323,494	81%	74,967	32,349
18	Structural Slabs	1,182,641	1,122,641		0	1,122,641	95%	60,000	112,264
19	Stair on Grade	3,331	3,331		0	3,331	100%	(0)	333
20	Structural Stairs	69,565	45,782		0	45,782	66%	23,783	4,578
21	Equipment Pads	1,722	0		0	0	0%	1,722	0
22	Interior Curbs	1,975	0		0	0	0%	1,975	0
23	Bollards	18,923	3,600		0	3,600	19%	15,323	360
24	Sidewalks	88,758	0		0	0	0%	88,758	0
25	Curbs	92,318	0		0	0	0%	92,318	0
26	Concrete Paving	36,266	0		0	0	0%	36,266	0
27	Precast Wheel Stops	3,763	0		0	0	0%	3,763	0
28	Vapor Mitigation	145,715	40,000		0	40,000	27%	105,715	4,000
29	Backfill	438,350	159,505		0	159,505	36%	278,845	15,951
30	CO #001	10,102	0		0	0	0%	10,102	0
31	CO #002	29,950	0		0	0	0%	29,950	0
32	CO #003	13,914	0		0	0	0%	13,914	0
33	CO #004	2,442,987	164,000	49,475	0	213,475	9%	2,229,512	21,348
34	CO #005	51,004	0		0	0	0%	51,004	0
35		0	0		0	0		0	0
	TOTAL	8,408,787	4,091,100	49,475	0	4,140,575	49%	4,268,212	414,058

KCFC Parking Garage



Contingency Tracking Spreadsheet

Contingencies	Total Used	Balance	Description
1	\$ 434,438	\$ 394,576	Design
2	\$ 22,484	\$ 806,530	Construction
3	\$ 229,900	\$ 1,343,187	Exposure Holds
<b>GRAND TOTAL</b>	\$ 686,822	\$ 2,544,293	

KCFC Parking Garage  
 Design Contingency Tracking Spreadsheet \$ 829,014

Contingency 1 - Design	Supplier	Description	Amount	Notes	Approved	Approved Date
PCO #001	Berding Survey	Project Control	\$3,500	Excluded from GMP contract	Yes	11/21/2024
PCO #003	J&D Rack	J&D Rack - 100% CD-10-2-24	\$20,870	Changes made between drawing revisions	Yes	12/9/2024
PCO #004	J&D Rack	Generator Relocation Demo	\$20,211	RFI#015/016	Yes	12/9/2024
PCO #005	Craftsman	Craftsman - 100% CD-10-2-24	\$51,489	Changes made between drawing revisions. Submitted 1-14-25	Yes	3/18/2025
PCO #006	Otis	Added Elevator Items - RFI#036/Returned Submittal/Owner Request	\$4,116	Added Elevator Items - RFI#036/Returned Submittal/Owner Request	Yes	12/9/2024
PCO #007	J&D Rack	Waterline Obstructions/Conflicts	\$12,040	Ductbank Obstructions/Waterline Issues - RFI#065	Yes	2/5/2025
PCO #018	McAndrews	Storefront in lieu of designed window system	-\$20,160	Approved substitution Request	Yes	5/18/2025
PCO #023	D&M	Existing Canopy Removal	\$678	Existing small canopy by back entrance in conflict with new large canopy	Yes	6/23/2025
PCO #031	D&M	Mat Footing at Canopy	\$7,711	Added footing due to electrical lines	Yes	7/23/2025
PCO #032	Multiple	P105 Door Change	\$6,346	Schiller & Flannery	Yes	5/13/2025
PCO #035	Kurzahls	Extra Bick Removal RFI #084	\$847	Brick removal per RFI #084	Yes	6/30/2025
PCO #036	Craftsman	Lightning Protection RFI #159	\$68,758	Added scope of Lightning Protection	Yes	7/25/2025
PCO #037R1	Multiple	Added Bollards per submittal and RFI #169	\$26,488	Added Bollards per GS	Yes	8/20/2025
PCO #041	KNP	Added Area Drain RFI #157	\$2,972	Added drain by canopy	Yes	7/23/2024
PCO #047	KNP	Added Sleeves in P3 Deck	\$2,248	Added Sleeves for podium	Yes	9/19/2025
PCO #048R1	D&M	Added Wall and Column Heights for Podium	\$40,079	Additional Concrete for exterior walls and columns for podium	Yes	11/5/2025
PCO #049	Multiple	Fire Line Valve & Offsets	\$7,439	Dalmation and Rack added pipe and valve work	Yes	12/10/2025
PCO #050	PSI	Top of wall expansion joint	\$6,287	No detail provided to close off expansion joint in fire rated walls/condition	Yes	9/19/2025
PCO #051	Multiple	Garage Exterior Finish Changes	\$65,924	Added Brick and Painting to exterior	Yes	9/29/2025
PCO #052	Flannery	MDF Room Painting	\$356	3 of 4 walls called out to be painted, added extra wall	Yes	9/19/2025
PCO #053	D&M	New Concrete Sidewalks	\$8,085	Replaced sidewalks instead of patching them	Yes	9/19/2025
PCO #054	KAP Signs	Added Signage	\$6,974	Added 2 head knockers and 1 handicap sign	Yes	9/19/2025
PCO #055	Craftsman	Added Electrical Circuits per RFI #190	\$1,709	Added electrical circuits to meet code for the elevator	Yes	9/19/2025
PCO #056	Neiheisel	Added Barrier Cable Posts	\$14,718	Added additional barrier cable posts per shop drawing review and RFI's	Yes	9/19/2025
PCO #057	Neiheisel	Steel Modifications	\$6,682	Steel changes from 6-13 set	Yes	9/19/2025
PCO #058	Multiple	Connector Road Modifications - Addendum #001	\$13,919	Changes to connector road per the Judge	Yes	11/5/2025
PCO #060	D&M	Loading Dock Re-Work	\$9,521	2nd phase of loading dock work	Yes	11/5/2025
PCO #061	Walts	Parking Space Numbers	\$1,552	Addition of parking space numbers by Judge	Yes	11/5/2025
PCO #064	Multiple	Additional Parking Signs (Van, Reserved, Emergency)	\$1,224	Additional signs requested for the project	Yes	11/5/2025
PCO #065	Schiller	Fire Rated Door (P302)	\$439	Fire rating for door P302 per local authority	Yes	11/5/2025
PCO #066	Otis	Elevator Floor Designation Change	\$588	Elevator floor signage changes per Judge	Yes	11/5/2025
PCO #067	D&M	Additional Curb Depth	\$4,719	Change in curb depth from GMP	Yes	11/5/2025
PCO #069	Flannery	Paint Modifications	\$2,160	Changes in paint per RFI and Judge	Yes	11/5/2025
PCO #070	TruCraft	Roof Condition Report	\$679	Roof inspection per Scott Gunning	Yes	11/5/2025
PCO #072	Multiple	West Lot Drains	\$8,806	Additional drains in West lot	Yes	12/10/2025
PCO #073	KNP	P2 Added Area Drain	\$4,423	Added drain on P2 level	Yes	12/10/2025
PCO #075	Craftsman	Added Lights	\$20,061	Added lights around the project	Yes	1/14/2026

Total Approved	\$434,438
Balance	\$394,576

KCFC Parking Garage  
 Construction Contingency Tracking Spreadsheet      \$      829,014

Contingency 2 - Construction	Supplier	Description	Amount	Notes	Approved	Approved Date
PCO #002	J&D Rack	Storm Line Obstacles	\$2,792	Rack - Storm Line Obstructions At Connector	Yes	12/9/2024
PCO #010	D&M	Bond Cost Overage	\$1,608	Bond Invoice Was More Than Carried In GMP	Yes	6/27/2025
PCO #028	Goettle	ERS - January Pay App, \$3540. ERS Budget Overage		Voided, June Pay App	Yes	6/27/2025
PCO #034	D&M	Concrete Schedule Recovery	\$13,545	Concrete schedule recovery	Yes	7/25/2025
PCO #059	Feldkamp	HVAC Modifications	\$2,590	Modifications needed for exhaust fan shrouds	Yes	9/19/2025
PCO #062	McAndrews	Window Modifications	0	Net zero change, charge back to D&M Concrete	Yes	11/5/2025
PCO #063	Kurzahls	Monument Sign Overage	\$1,949	Monument Sign allowance overage	Yes	11/5/2025

<b>Total Approved</b>	<b>\$22,484</b>
<b>Balance</b>	<b>\$806,530</b>

KCFC Parking Garage  
 Exposure Hold Tracking Spreadsheet

\$ 1,573,087

Contingency 3 - Exposure Holds	Supplier	Description	Amount	Approved	Approved Date
PCO #011	J&D Rack	Hammering Footings	\$22,213	Yes	5/16/2025
PCO #014	J&D Rack	Hammering Footings #2, #3, Cutting I Beam, Haul Off	\$17,647	Yes	5/16/2025
PCO #016	J&D Rack	Removal of Waterline on Main Street	\$33,156	Yes	6/27/2025
PCO #017	J&D Rack	Existing Wall Demo	\$936	Yes	5/16/2025
PCO #19R1	J&D Rack	P1 Subgrade Undercut & Fill	\$38,779	Yes	7/25/2025
PCO #020	Multiple	Crane Access Road #2	\$3,363	Yes	6/27/2025
PCO #021	J&D Rack	Dumpsite 1 - Cute Swale	\$1,695	Yes	6/27/2025
PCO #022	D&M	Dumpsite 1 Gravel	\$4,530	Yes	6/27/2025
PCO #024	D&M	Dumpsite #1 Topsoil	\$25,503	Yes	9/19/2025
PCO #025	D&M	Dumpsite #2 Topsoil	\$38,128	Yes	9/29/2025
PCO #026	J&D Rack	Dumpsite 2 Mobilization	\$18,888	Yes	5/16/2025
PCO #027	J&D Rack	Haul Road Dumpsite 2	\$3,830	Yes	7/23/2025
PCO #033	J&D Rack	Spoils Haul Off 4-18	\$3,187	Yes	5/16/2025
PCO #039R1	J&D Rack	Additional work Associated with PCO#011	\$37,944	Yes	7/25/2025
PCO #040	QCA	Small Metal Canopy Finish Upgrade	\$2,789	Yes	6/30/2025
PCO #042R1	J&D Rack	Gravel Backfill for PCO #014	\$16,790	Yes	7/25/2025
PCO #043	J&D Rack	Concrete Well Chipping	\$3,113	Yes	6/30/2025
PCO #045	Goettle	Additional ACP's	\$23,613	Yes	7/25/2025
PCO #046	Goettle	ACP Length Deduct	-\$80,145	Yes	6/27/2025
PCO #071	TruCraft	Main Building Roof Repairs	\$3,800	Yes	11/5/2025
PCO #074	Obersons	Additional Landscaping (West Side)	\$10,141	Yes	12/10/2025

<b>Total Approved</b>	<b>\$229,900</b>
<b>Balance</b>	<b>\$1,343,187</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT** AIA DOCUMENT G702

TO: Kenton County Fiscal Court  
1840 Simon Kenton Way  
Covington, KY 41011

PROJECT: Kenton County Government Center Garage & Site Improvements  
1840 Simon Kenton Way  
Covington, KY 41011

APPLICATION NO: 26  
DATE: 2/5/2026  
PERIOD TO: 1/31/2026

Distribution to:  
 LENDER  
 ARCHITECT  
 CONTRACTOR  
 OWNER

FROM: Dugan & Meyers LLC  
11110 Kenwood Road  
Cincinnati, OH 45242

VIA ARCHITECT: Gresham Smith  
222 Second Avenue South, Suite 1400  
Nashville, TN 37201

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	300,000.00
2. Net change by Change Orders	\$	24,555,567.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	24,855,567.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	13,931,269.90
5. RETAINAGE:		
a. 10.00 % of Completed Work (Column D + E on G703)	\$	886,986.00
b. % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	886,986.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	13,044,283.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	12,791,402.90
8. CURRENT PAYMENT DUE	\$	252,881.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	11,811,283.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,555,567.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$24,555,567.00	\$0.00
NET CHANGES by Change Order	\$24,555,567.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Dugan & Meyers LLC

By: [Signature] Date: 02/05/2026  
Josh Mason  
State of: Ohio  
Subscribed and sworn to before me this 5TH of FEBRUARY 2024  
Notary Public: [Signature] County of: DELAWARE  
My Commission expires 10-19-28

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 252,881.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 02/11/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED #VALUE!  
Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**ABBY LUMM**  
NOTARY PUBLIC · STATE OF OHIO  
My Commission Expires Oct. 19, 2028

**CONTINUATION SHEET**

DOCUMENT G703 (SIM.)

Summary

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 26  
 APPLICATION DATE: 2/5/2026  
 PERIOD TO: 1/31/2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C4 - G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C4)			
<b>Construction Management</b>									
1	D&M Pre-Construction Services	\$ 300,000	\$ 300,000		\$ -	\$ 300,000	100%	\$ -	-
2	Permits	\$ 23,472	\$ 8,033		\$ -	\$ 8,033	34%	\$ 15,439	803
3	Tap and Capacity Charges	\$ 72,921	\$ 35,281		\$ -	\$ 35,281	48%	\$ 37,640	3,528
4	General Conditions	\$ 1,195,507	\$ 885,146		\$ -	\$ 885,146	74%	\$ 310,361	88,515
5	CM Fee	\$ 607,500	\$ 410,425		\$ -	\$ 410,425	68%	\$ 197,075	41,043
6	Bond	\$ 117,967	\$ 117,967		\$ -	\$ 117,967	100%	\$ -	-
7	General Liability Insurance	\$ 90,717	\$ 90,717		\$ -	\$ 90,717	100%	\$ -	-
<b>Allowances</b>									
8	Concrete Winter Protection Allowance	\$ 100,000			\$ -	\$ -	0%	\$ 100,000	-
9	Emergency Egress / Overhead Protection Allowance	\$ 45,000	\$ 13,612		\$ -	\$ 13,612	30%	\$ 31,388	1,361
10	Underpinning Allowance	\$ 50,000	\$ 5,000		\$ -	\$ 5,000	10%	\$ 45,000	-
11	Vapor Mitigation Allowance	\$ 747,000			\$ -	\$ -	0%	\$ 747,000	-
12	Terminator Allowance	\$ 100,000			\$ -	\$ -	0%	\$ 100,000	-
13	Monument Sign Allowance	\$ 50,000	\$ 50,000		\$ -	\$ 50,000	100%	\$ -	-
14	Dewatering Allowance	\$ 40,000	\$ 11,406		\$ -	\$ 11,406	29%	\$ 28,594	1,141
<b>Subcontractors</b>									
15	Dugan & Meyers - Concrete	\$ 5,860,830	\$ 3,927,100		\$ -	\$ 3,927,100	67%	\$ 1,933,730	392,710
16	Kurzahls - Masonry	\$ 355,207	\$ 355,207		\$ -	\$ 355,207	100%	\$ -	17,760
17	Neiheisel - Structural Steel & Misc. Metals	\$ 297,130	\$ 297,130		\$ -	\$ 297,130	100%	\$ -	-
18	PSI - Waterproofing, Traffic Coatings, Joint Sealants, and Expansion Joints	\$ 314,000	\$ 314,000		\$ -	\$ 314,000	100%	\$ -	-
19	TruCraft - Roofing	\$ 177,408	\$ 177,408		\$ -	\$ 177,408	100%	\$ -	8,870
20	Schiller - Doors, Frames, and Hardware	\$ 81,951	\$ 81,951		\$ -	\$ 81,951	100%	\$ -	-
21	McAndrews Glass - Windows	\$ 67,570	\$ 67,570		\$ -	\$ 67,570	100%	\$ -	-
22	Flannery Painting - Painting	\$ 34,350	\$ 34,350		\$ -	\$ 34,350	100%	\$ -	-
23	Queen City Awnings - Stand alone Awnings	\$ 16,450	\$ 16,450		\$ -	\$ 16,450	100%	\$ -	-
24	KAP Signs - Signage	\$ 24,846	\$ 24,846		\$ -	\$ 24,846	100%	\$ -	-
25	Select Specialties - Fire Extinguishers & Cabinets	\$ 3,826	\$ 3,826		\$ -	\$ 3,826	100%	\$ -	-
26	Otis - Elevator	\$ 149,118	\$ 149,118		\$ -	\$ 149,118	100%	\$ -	14,912
27	Dalmatian - Fire Suppression	\$ 288,400	\$ 288,400		\$ -	\$ 288,400	100%	\$ -	-
28	Ken Neyer Plumbing - Plumbing	\$ 245,600	\$ 245,600		\$ -	\$ 245,600	100%	\$ -	-
29	Feldkamp - HVAC	\$ 240,200	\$ 240,200		\$ -	\$ 240,200	100%	\$ -	-
30	Craftsman - Electric, Communications, and Security	\$ 1,342,840	\$ 1,006,516		\$ -	\$ 1,006,516	75%	\$ 336,324	100,652
31	Goettle - Augercast Piles, ERS	\$ 2,543,200	\$ 2,543,200		\$ -	\$ 2,543,200	100%	\$ -	-
32	J&D Rack - Site Demo, Earthwork, Site Utilities, and Asphalt	\$ 1,453,100	\$ 1,442,100		\$ -	\$ 1,442,100	99%	\$ 11,000	72,105
33	Decorative Paving - Concrete Unit Pavers	\$ 86,500	\$ 86,500		\$ -	\$ 86,500	100%	\$ -	-
34	Walt's Pavement Markings - Asphalt Striping	\$ 16,035	\$ 13,040		\$ -	\$ 13,040	81%	\$ 2,995	1,304
35	Obersons - Landscaping, Irrigation & Site Furnishings	\$ 164,239	\$ 157,879		\$ -	\$ 157,879	96%	\$ 6,360	15,788
36	Design Contingency	\$ 829,014	\$ 434,438		\$ -	\$ 434,438	52%	\$ 394,576	32,221
37	Construction Contingency	\$ 829,014	\$ 22,484		\$ -	\$ 22,484	3%	\$ 806,530	633
38	Exposure Holds	\$ 1,573,087	\$ 229,900		\$ -	\$ 229,900	15%	\$ 1,343,187	633
39	Flooring Bid Package	\$ 1,000	\$ 1,000		\$ -	\$ 1,000	100%	\$ -	100
40	Fencing Bid Package	\$ 15,000	\$ 7,020		\$ -	\$ 7,020	47%	\$ 7,980	702

**CONTINUATION SHEET**

DOCUMENT G703 (SIM.)

Summary

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 26  
 APPLICATION DATE: 2/5/2026  
 PERIOD TO: 1/31/2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULE OF VALUES	D WORK COMPLETED		F MATERIAL PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C4 - G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C4)		
<b>Podium</b>									
<b>Construction Management</b>									
41	D&M Pre-Construction Services	\$ 24,400	\$ 24,400		\$ -	\$ 24,400	100%	\$ -	
42	General Conditions	\$ 257,148	\$ 65,000		\$ -	\$ 65,000	25%	\$ 192,148	6,500
43	CM Fee	\$ 129,167	\$ 40,000		\$ -	\$ 40,000	31%	\$ 89,167	4,000
44	Bond	\$ 31,055	\$ 31,055		\$ -	\$ 31,055	100%	\$ -	3,106
45	General Liability Insurance	\$ 35,517	\$ 35,517		\$ -	\$ 35,517	100%	\$ -	3,552
<b>Allowances</b>									
46	ERS Allowance	\$ 120,000			\$ -	\$ -	0%	\$ 120,000	-
<b>Subcontractors</b>									
47	Dugan & Meyers - Concrete	\$ 2,442,987	\$ 213,475		\$ -	\$ 213,475	9%	\$ 2,229,512	21,348
48	Kurzahls - Masonry	\$ 31,405			\$ -	\$ -	0%	\$ 31,405	-
49	PSI - Waterproofing	\$ 77,700			\$ -	\$ -	0%	\$ 77,700	-
50	Goettle - Augercast Piles	\$ 1,156,188	\$ 537,000		\$ -	\$ 537,000	46%	\$ 619,188	53,700
<b>Project Sub Total</b>		<b>\$ 24,855,567</b>	<b>\$ 15,041,267</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,041,267</b>	<b>61%</b>	<b>\$ 9,906,436</b>	<b>\$ 886,986</b>
<b>Material Permanent - Garage</b>									
51	Material Permanent CO								
52	Kurzahls - Masonry Material Permanent		\$ (56,554)			\$ (56,554)			
53	PSI - Waterproofing Material Permanent		\$ (114,591)			\$ (114,591)			
54	Ken Neyer - Plumbing Material Permanent		\$ (54,235)			\$ (54,235)			
55	Feldkamp - HVAC Material Permanent		\$ (74,200)			\$ (74,200)			
56	Material Permanent CO								
57	Dugan & Meyers - Concrete Material Permanent					\$ -			\$ -
58	Goettle - ACP Material Permanent		\$ (810,417)			\$ (810,417)			
59	Craftsman - Electric Material Permanent					\$ -			\$ -
<b>Material Permanent - Podium</b>									
60	Material Permanent CO								
61	Dugan & Meyers - Concrete Material Permanent								
62	Goettle - ACP Material Permanent								
<b>Project Total</b>		<b>\$ 24,855,567</b>	<b>\$ 13,931,270</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,931,270</b>		<b>\$ 9,906,436</b>	<b>\$ 886,986</b>

**APPLICATION AND CERTIFICATE FOR PAYMENT**

To (OWNER): DUGAN & MEYERS LLC  
11110 KENWOOD RD  
CINCINNATI, OH 45242-1863

Project: 15866.012 KCFCG STAIR PAINT  
1111 MAIN ST.  
COVINGTON, KY 41011

Application No: 5  
Invoice No: 25026RT  
Period To: 12/31/2025

From: FLANNERY PAINTING INC  
1215 CHESAPEAKE STREET  
COVINGTON, KY 41011-3040

Via (Architect): c/o JOSH MASON  
BILLING QUESTIONS? EMAIL:  
jamie@flannerypainting.com

Architect's  
Project No:

Contract Date: 1/9/2025

**CONTRACTOR'S APPLICATION FOR PAYMENT**

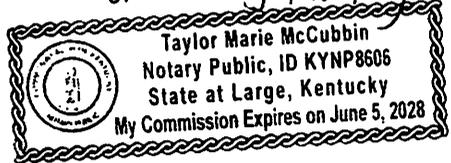
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	12,830.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>12,830.00</b>	<b>0.00</b>
Net change by change orders	12,830.00	

1. ORIGINAL CONTRACT SUM	\$	36,445.00
2. Net change by Change Orders	\$	12,830.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	49,275.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	49,275.00
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	49,275.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	44,347.50
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	4,927.50
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

State of: Kentucky County of: Kenton  
Subscribed and sworn to before me this  
21 day of January  
Notary Public: Taylor Marie McCubbin  
My Commission expires: 6/5/28



CONTRACTOR: FLANNERY PAINTING INC  
By: [Signature] Date: 1/8/25

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By \_\_\_\_\_ Date \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 5  
 Application Date: 12/31/2025  
 Period To: 12/31/2025  
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
PA	PAINTING LABOR	25,750.00	25,750.00	0.00	0.00	25,750.00	100	0.00	0.00
PA1	PAINTING MATERIAL	8,600.00	8,600.00	0.00	0.00	8,600.00	100	0.00	0.00
CO1	ADD HM DOOR P105	130.00	130.00	0.00	0.00	130.00	100	0.00	0.00
CO2	ADD 15 BOLLARDS	600.00	600.00	0.00	0.00	600.00	100	0.00	0.00
.	.	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
CO4	ADD NORTH & WEST ELEVATION	12,100.00	12,100.00	0.00	0.00	12,100.00	100	0.00	0.00
CO3	MDF ROOM PAINTING	195.00	195.00	0.00	0.00	195.00	100	0.00	0.00
CO5	Paint Modification per RFI #204 and Judge	1,900.00	1,900.00	0.00	0.00	1,900.00	100	0.00	0.00
		<b>49,275.00</b>	<b>49,275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,275.00</b>	<b>100</b>	<b>0.00</b>	<b>0.00</b>

**AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR (LABOR AND MATERIAL)**

The State of Kentucky, Covington (Kenton County) Dated this 21 day of January, 2026 James K Burns, being first duly sworn that he is the CFO of Flannery Painting, Inc.

THE - sub-contractor having a contract with Dugan & Meyers, LLC the general contractor for painting and or wallcovering work to a building situated at Kenton Co. Government Parking (25-026), Kenton County, Kentucky wherefore Dugan & Meyers, LLC is the agent for the owner.

**SUB-CONTRACTORS**

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said Flannery Painting, Inc. giving the amount, if any, which is due, or to become due, to them or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

NOTE - This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

NAME	ADDRESS	TRADE	AMOUNT DUE OR TO BECOME DUE FOR WORK AND MATERIALS TO DATE HEREOF	
None				

**MATERIAL MEN**

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to Flannery Painting, Inc. giving the amount, if any, which is due, or to become due, to them or any of them, for machinery, material or fuel furnished to date hereof, under said contracts.

NAME	ADDRESS	Kind of Machinery, Material or Fuel	AMOUNT DUE OR TO BECOME DUE FOR LABOR AND MATERIALS TO DATE HEREOF	
All material out of paid-in-full stock.				

NOTE - The above must be accompanied by "Certificate of Materialman". In lieu of such certificate, there may be furnished a written waiver of lien, a written release or receipt.

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of Flannery Painting, Inc. furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE - If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full". If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	Amount Due or to Become Due for Labor Furnished to Date Hereof.
Every laborer has been paid in full.			

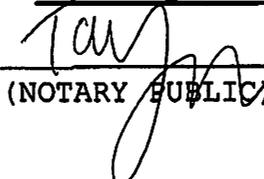
Affiant further states that there is due or to become due to Flannery Painting, Inc. for work performed or machinery, material or fuel furnished to Dugan & Meyers, LLC, Inc. to date hereof under said contracts, the sum of 11,059.20

That the amounts due or to become due to said sub-contractors, material-men and laborers, for work done or machinery, material or fuel furnished to the date hereof, to Flannery Painting, Inc. are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

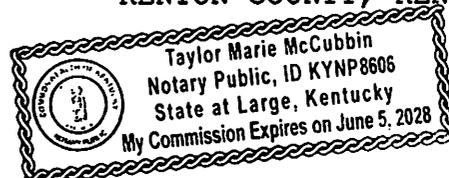
Affiant further says that Flannery Painting, Inc. has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contract, other than above set forth.



SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENT, AT Covington, Kentucky, this 21 day of January, 2026.

  
(NOTARY PUBLIC)

KENTON COUNTY, KENTUCKY



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

To (OWNER): **DUGAN & MEYERS**  
11110 KENWOOD ROAD  
CINCINNATI, OH 45242

Project: **KCFC GARAGE**  
1111 MAIN STREET  
COVINGTON, KY 41011

Application No: 8  
Invoice No: 24166-RE

From: **Richard Goettle, Inc.**  
12071 Hamilton Ave.  
Cincinnati, OH 45231

Period To: 1/31/2026

SubcontractNo: 24166

Contract For:

Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Richard Goettle, Inc.

1. ORIGINAL CONTRACT SUM	\$	<u>2,543,200.00</u>
2. Net change by Change Orders	\$	<u>-801,404.94</u>
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	<u>1,741,795.06</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>1,741,795.06</u>
(Column G on Continuation Sheet)		
5. RETAINAGE	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	<u>1,741,795.06</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>1,567,615.56</u>
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	<u>174,179.50</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	<u>0.00</u>
(Line 3 less Line 6)		

By: Yhemman X Roberts  
State of: Ohio  
Subscribed and sworn to before me this 3rd  
Notary Public: Nancy Jarvis  
My Commission expires:

Date: 2/3/26  
County of: Hamilton  
Day of: February 4, 2026.  
Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:  
June 10, 2028



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	9,012.31	810,417.25
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>9,012.31</b>	<b>810,417.25</b>
Net change by change orders	-801,404.94	

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractors signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 8  
 Application Date: 1/22/2026  
 Period To: 1/31/2026  
 Subcontract No: 24166

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Mobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	0.00
2	ERS Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
3	East ERS - H Piles	184,164.00	184,164.00	0.00	0.00	184,164.00	100	0.00	0.00
4	East ERS - Lagging	63,125.00	63,125.00	0.00	0.00	63,125.00	100	0.00	0.00
5	SW ERS - H Piles	81,851.00	81,851.00	0.00	0.00	81,851.00	100	0.00	0.00
6	SW ERS - Lagging	64,100.00	64,100.00	0.00	0.00	64,100.00	100	0.00	0.00
7	Lean Fill (Material Only)	31,960.00	31,960.00	0.00	0.00	31,960.00	100	0.00	0.00
8	ACP Submittals/Engineering	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
9	ACP - Test Pile	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
10	ACP - P3	11,271.92	11,271.92	0.00	0.00	11,271.92	100	0.00	0.00
11	ACP - P2	326,883.00	326,883.00	0.00	0.00	326,883.00	100	0.00	0.00
12	ACP - P1	839,751.00	839,751.00	0.00	0.00	839,751.00	100	0.00	0.00
13	ACP - Grout (Material Only)	476,226.00	476,226.00	0.00	0.00	476,226.00	100	0.00	0.00
14	ACP - Rebar (Material Only)	283,868.08	283,868.08	0.00	0.00	283,868.08	100	0.00	0.00
15	Demobilization	65,000.00	65,000.00	0.00	0.00	65,000.00	100	0.00	0.00
16	CO - UNDERPINNING DESIGN	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
17	CO - VE AND ADDED WORK	4,012.31	4,012.31	0.00	0.00	4,012.31	100	0.00	0.00
18	CO - Direct Purchase Deduct	-810,417.25	-810,417.25	0.00	0.00	-810,417.25	100	0.00	0.00

**CONTINUATION SHEET**

**Richard Goettle, Inc.**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
Contractors signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 8

Application Date: 1/22/2026

Period To: 1/31/2026

Subcontract No: 24166

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
		1,741,795.06	1,741,795.06	0.00	0.00	1,741,795.06	100	0.00	0.00

State of Ohio,

County of Hamilton,

Ohio

Bret Witte

, being first duly sworn, says that (s)he is (1) Controller

of (2) Richard Goettle, Inc. the (subcontractor) contractor having a contract with

(2) DUGAN & MEYERS the (3) General Contractor

for (4) installation of temporary earth retention and augercast piles

a Garage situated on or around or in front of the following property, (5) 1111 Main St., Covington, KY 41011

in Kenton County, Kentucky, viz: \_\_\_\_\_

whereof (2) Kenton County Fiscal Court was the Owner, Part-Owner or Lessee.

### SUB-CONTRACTORS

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said (2) Richard Goettle, Inc. giving the amount, if any, which is due, or about to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

**NOTE: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.**

NAME	ADDRESS	TRADE	AMOUNT
McGill Smith Punshon Design	PO BOX 706017, Cincinnati, OH	Surveying	\$21,025.68

### MATERIAL MEN

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) \_\_\_\_\_ giving the amount, if any, which is due, or to become due, to them, or to any of them, for machinery, material or fuel furnished to date hereof, under the said contracts.

NAME	ADDRESS	TRADE	AMOUNT

**NOTE: The above must be accompanied by "Certificate of Materialman" In lieu of such certificates, there may be furnished a Waiver of Lien, a written release or receipt.**

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) Richard Goettle, Inc. furnishing labor under said contract, giving the amount, if any which is due or to become due, for labor done to date hereof.

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	AMOUNT DUE
ALL PAID IN FULL			

Affiant further states that there is due or to become due to Richard Goettle, Inc. for work performed or machinery or fuel furnished to DUGAN & MEYERS to date hereof under said contract, the sum of \$ 174,179.50 (Owner or Contractor)

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to the date hereof to (2) Richard Goettle, Inc. are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that Richard Goettle, Inc. has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

[Signature]

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at 12071 Hamilton Ave., Cincinnati, Ohio 45231 this 3rd day of February, 2020.



Nancy Jarvis  
Notary Public, State of Ohio  
My Commission Expires:  
June 18, 2029

Nancy Jarvis

NOTARY PUBLIC, Hamilton COUNTY, OHIO.

- 1. Secy., Treas. one of firm or agent, as case may be
- 2. Name and address
- 3. "Owner," "Part Owner," or "Lessee," or "authorized agent of the owner, part owner or lessee," or "original" or "principal contractor under a contract with the owner, part owner or lessee," as the case may be.
- 4. "Constructing, altering or repairing a boat, vessel or other watercraft," or "erecting, altering repairing or removing a house, mill, manufactory or any furnace, or furnace material therein, or other building appurtenance, fixture, bridge or other structure," or "digging," "drilling, boring, operating, completing and repairing any gas well, oil well, or other well," or "altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line," or "furnishing tile for the drainage of any lot or land," as the case may be.
- 5. Accurate description of property
- 6. Contractor or subcontractor executing affidavit.

**AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR**

OWNER: \_\_\_\_\_  
HEAD CONTRACTOR: \_\_\_\_\_  
SUB-CONTRACTOR: \_\_\_\_\_  
DATE: \_\_\_\_\_

TO OWNER Dugan & Meyers LLC  
11110 Kenwood Road  
Cincinnati, Ohio 45242

PROJECT: Kenton County Fiscal Court APPLICATION NO: 9  
Phase 1

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

PERIOD TO: 01.31.2026

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NOS: 24-08

CONTRACT DATE: 09.23.24

J & D Rack Co.  
5033 North Bend Road  
Cincinnati, Ohio 45211

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,453,100.00
2. Net change by Change Orders	\$	33,378.54
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,486,478.54
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,475,478.54
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	73,773.93
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	73,773.93
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,401,704.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,327,930.69
8. CURRENT PAYMENT DUE	\$	73,773.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	84,773.93

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$231,396.99	(\$198,018.45)
Total approved this Month	\$0.00	
<b>TOTALS</b>	\$231,396.99	(\$198,018.45)
<b>NET CHANGES by Change Order</b>	\$33,378.54	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]*

Date:

State of: **OHIO**  
Subscribed and sworn to before me this **9<sup>th</sup>** day of **January, 2026**  
Notary Public: *[Signature]*  
My Commission expires: **2/11/2028**



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF PAGES

2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01.31.2026

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01.31.2026

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	<b>General Conditions</b>								
2	Mobilizations	\$10,000.00	\$10,000.00			\$10,000.00	100%	\$0.00	\$500.00
3	GPS Modeling	\$2,000.00	\$2,000.00			\$2,000.00	100%	\$0.00	\$100.00
4	As-Built Drawings/ Closeout	\$5,000.00				\$0.00	0%	\$5,000.00	\$0.00
5	Layout	\$5,000.00	\$5,000.00			\$5,000.00	100%	\$0.00	\$250.00
6	Tap Fees/ Permits	\$6,600.00	\$6,600.00			\$6,600.00	100%	\$0.00	\$330.00
7	<b>Erosion Control</b>								
8	Labor	\$6,600.00	\$6,600.00			\$6,600.00	100%	\$0.00	\$330.00
9	Materials	\$4,400.00	\$4,400.00			\$4,400.00	100%	\$0.00	\$220.00
10	<b>Demolition</b>								
11	Labor	\$65,000.00	\$65,000.00			\$65,000.00	100%	\$0.00	\$3,250.00
12	Equipment	\$44,500.00	\$44,500.00			\$44,500.00	100%	\$0.00	\$2,225.00
13	<b>Earthwork</b>								
14	Mass Excavation Labor	\$428,400.00	\$428,400.00			\$428,400.00	100%	\$0.00	\$21,420.00
15	Mass Excavation Materials	\$285,600.00	\$285,600.00			\$285,600.00	100%	\$0.00	\$14,280.00
16	Gravel Backfill Labor	\$64,000.00	\$64,000.00			\$64,000.00	100%	\$0.00	\$3,200.00
17	Gravel Backfill Materials	\$96,000.00	\$96,000.00			\$96,000.00	100%	\$0.00	\$4,800.00
18	<b>Storm System</b>								
19	Labor	\$58,000.00	\$58,000.00			\$58,000.00	100%	\$0.00	\$2,900.00
20	Materials	\$35,000.00	\$35,000.00			\$35,000.00	100%	\$0.00	\$1,750.00
21	<b>Water System</b>								
22	Steel Casing Labor	\$15,000.00	\$15,000.00			\$15,000.00	100%	\$0.00	\$750.00
23	Steel Casing Materials	\$15,000.00	\$15,000.00			\$15,000.00	100%	\$0.00	\$750.00
24	Water Meter Pit Labor	\$33,400.00	\$33,400.00			\$33,400.00	100%	\$0.00	\$1,670.00
25	Water Meter Pit Materials	\$50,100.00	\$50,100.00			\$50,100.00	100%	\$0.00	\$2,505.00
26	Water Line Labor	\$16,280.00	\$16,280.00			\$16,280.00	100%	\$0.00	\$814.00
27	Water Line Materials	\$24,420.00	\$24,420.00			\$24,420.00	100%	\$0.00	\$1,221.00
28	Fire Line Labor	\$18,600.00	\$18,600.00			\$18,600.00	100%	\$0.00	\$930.00
29	Fire Line Materials	\$1,200.00	\$1,200.00			\$1,200.00	100%	\$0.00	\$60.00

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF PAGES

2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 9

Contractor's signed certification is attached.

APPLICATION DATE: 01.31.2026

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 01.31.2026

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
30	<b>Gas System</b>								
31	Labor	\$5,500.00	\$5,500.00			\$5,500.00	100%	\$0.00	\$275.00
32	Materials	\$1,500.00	\$1,500.00			\$1,500.00	100%	\$0.00	\$75.00
33	<b>Asphalt &amp; Curbs</b>								
34	Barrier Curb	\$60,000.00	\$60,000.00			\$60,000.00	100%	\$0.00	\$3,000.00
35	Light Duty Patching	\$35,000.00	\$35,000.00			\$35,000.00	100%	\$0.00	\$1,750.00
36	Heavy Duty Patching	\$15,000.00	\$15,000.00			\$15,000.00	100%	\$0.00	\$750.00
37	Heavy Duty Paving	\$40,000.00	\$40,000.00			\$40,000.00	100%	\$0.00	\$2,000.00
38	Seal Coating	\$6,000.00				\$0.00	0%	\$6,000.00	\$0.00
39	<b>Change Orders</b>								
40	Change Order #1 - Storm Line Obstructions	\$2,792.00	\$2,792.00			\$2,792.00	100%	\$0.00	\$139.60
41	Change Order #2 - 100% CD Drawings	\$20,870.00	\$20,870.00			\$20,870.00	100%	\$0.00	\$1,043.50
42	Change Order #3 - Revision #3	\$20,211.00	\$20,211.00			\$20,211.00	100%	\$0.00	\$1,010.55
43	Change Order #4 - Water Line at Main St	\$31,300.00	\$31,300.00			\$31,300.00	100%	\$0.00	\$1,565.00
44	Change Order #5 - Waterline	\$12,040.00	\$12,040.00			\$12,040.00	100%	\$0.00	\$602.00
45	Change Order #6 - Crane Temp Road	\$1,241.00	\$1,241.00			\$1,241.00	100%	\$0.00	\$62.05
46	Change Order #7 - Swale at Dump A	\$1,464.00	\$1,464.00			\$1,464.00	100%	\$0.00	\$73.20
47	Change Order #8 - Dump Location B	\$17,769.00	\$17,769.00			\$17,769.00	100%	\$0.00	\$888.45
48	Change Order #9 - Hammer Footers	\$37,515.50	\$37,515.50			\$37,515.50	100%	\$0.00	\$1,875.78
49	Change Order #10 - Demo Underground Wa	\$745.50	\$745.50			\$745.50	100%	\$0.00	\$37.28
50	Change Order #11 - Haul Road @ Dump B	\$3,486.00	\$3,486.00			\$3,486.00	100%	\$0.00	\$174.30
51	Change Order #12R1 - Deduct Scope	(\$125,343.20)	(\$125,343.20)			(\$125,343.20)	100%	\$0.00	(\$6,267.16)
52	Change Order #13 R1- Spoil Haul Off	\$2,800.00	\$2,800.00			\$2,800.00	100%	\$0.00	\$140.00
53	Change Order #14 R1- Storm Error	(\$72,675.25)	(\$72,675.25)			(\$72,675.25)	100%	\$0.00	(\$3,633.76)
54	Change Order #15R1 - Gravel Backfill	\$70,131.33	\$70,131.33			\$70,131.33	100%	\$0.00	\$3,506.57
55	Change Order #16 - Backcharges	\$9,031.66	\$9,031.66			\$9,031.66	100%	\$0.00	\$451.58
<b>GRAND TOTALS</b>		\$1,486,478.54	\$1,475,478.54	\$0.00	\$0.00	\$1,475,478.54	99.26%	\$11,000.00	\$73,773.93

State of Ohio,

County of Hamilton, Ohio January 9, 2025

Cody Rack, being first duly sworn, says that he is (1) Vice President

of (2) J & D Rack Co., Inc the (subcontractor) contractor having a contract with

(2) Dugan & Meyers LLC the (3) General Contractor

for (4) Demolition, earthwork, erosion control, storm system, water system, gas, and asphalt

a Kenton Co Government Parking Structure and Site Mods situated on or around or in front of the following property, (5)

in Kenton County, Kentucky, viz: 111 Main Street, Covington, KY 41011

whereof (2) Kenton County Fiscal Court was the Owner, Part-Owner or Lessee.

**SUB-CONTRACTORS**

Affiant further says that the following shows the names and addresses of every sub-contractor in the employ of said (2) J & D Rack Co. Inc. giving the amount, if any, which is due, or about to become due, to them, or any of them, for work done, or machinery, material or fuel furnished to date hereof, under said contracts.

**NOTE: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.**

NAME	ADDRESS	TRADE	AMOUNT

**MATERIAL MEN**

Said affiant further says that the following shows the names and addresses of every person furnishing machinery, material or fuel to (2) J & D Rack Co. Inc. giving the amount, if any, which is due, or to become due, to them, or to any of them, for machinery, material or fuel furnished to date hereof, under the said contracts.

NAME	ADDRESS	TRADE	AMOUNT

**NOTE: The above must be accompanied by "Certificate of Materialman" In lieu of such certificates, there may be furnished a Waiver of Lien, a written release or receipt.**

**LABOR**

Said affiant further says that the following shows the names and addresses of every unpaid laborer in the employ of (2) J & D Rack Co. Inc. furnishing labor under said contract, giving the amount, if any which is due or to become due, for labor done to date hereof.

NOTE: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full." If not, then give each unpaid laborer's name and address and the amount due or to become due.

NAME	ADDRESS	HOURS	AMOUNT DUE
Every laborer has been paid in full to date.			

Affiant further states that there is due or to become due to J & D Rack Co. Inc.

for work performed or machinery or fuel furnished to Dugan & Meyers LLC, General Contractor to date (Owner or Contractor) hereof under said contract, the sum of \$73,773.92

That the amounts due or to become due to said sub-contractors, material men and laborers, for work done or machinery, material or fuel furnished to the date hereof to (2) J & D Rack Co. Inc. are fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that J & D Rack Co. Inc. has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

[Signature]

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at \_\_\_\_\_, Ohio this 9<sup>th</sup> day of January, 2016.



[Signature]

NOTARY PUBLIC, Hamilton COUNTY, OHIO.

1. Secy., Treas. one of firm or agent, as case may be
2. Name and address
3. "Owner," "Part Owner," or "Lessee," or "authorized agent of the owner, part owner or lessee," or "original" or "principal contractor under a contract with the owner, part owner or lessee," as the case may be.
4. "Constructing, altering or repairing a boat, vessel or other watercraft," or "erecting, altering repairing or removing a house, mill, manufactory or any furnace, or furnace material therein, or other building appurtenance, fixture, bridge or other structure," or "digging," "drilling, boring, operating, completing and repairing any gas well, oil well, or other well," or "altering, repairing or constructing any oil derrick, oil tank, oil or gas pipe line," or "furnishing tile for the drainage of any lot or land," as the case may be.
5. Accurate description of property
6. Contractor or subcontractor executing affidavit.

**AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR**

OWNER: \_\_\_\_\_

HEAD CONTRACTOR: \_\_\_\_\_

SUB-CONTRACTOR: \_\_\_\_\_

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



# Kenton County Fiscal Court Garage Retainage

<b>Contractor</b>		<b>Retainage Reduction Amount - Jan 2026</b>	<b>Remaining Retainage Amount</b>
Flannery Painting	\$	4,927.50	\$ -
Goettle	\$	174,179.50	\$ -
J&D Rack	\$	73,773.92	\$ 73,773.93
Total	\$	252,880.92	

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit	
01 - General Fund	5001 - Office of County Judge/ Executive	V000079 Amazon Capital Services	Pretzels	\$10.44	\$0.00	
			Coffee	\$31.86	\$0.00	
			Coffee	\$45.99	\$0.00	
		V000525 Federal Supply	Sugar	\$8.00	\$0.00	
		V000606 Greatamerica Financial Services	Feb 2026 (Agreement 003-1373464-000)	\$156.25	\$0.00	
		V000995 Millennium Business Systems	Lexmark XM3250/ADM	\$34.48	\$0.00	
		V004522 Toshiba America Business Solutions	JE Jan 2026 Allowance, Feb 2026 Allowance	\$39.38	\$0.00	
	5001 - Office of County Judge/Executive			DEPARTMENT TOTAL	\$326.40	\$0.00
	5010 - Office of County Clerk	V000841 Kentucky State Treasurer	Travel	\$54.18	\$0.00	
			APA Professional Services	\$10,253.75	\$0.00	
	5010 - Office of County Clerk			DEPARTMENT TOTAL	\$10,307.93	\$0.00
	5020 - Office of Coroner	V000443 Don Catchen & Sons Funeral Home	October 2025 Livery/Tox Services	\$7,618.66	\$0.00	
			January 2026 Livery/Tox Services	\$8,479.00	\$0.00	
	5020 - Office of Coroner			DEPARTMENT TOTAL	\$16,097.66	\$0.00
	5040 - Office of County Treasurer	V000079 Amazon Capital Services	Batteries	\$24.98	\$0.00	
			Tissues	\$29.97	\$0.00	
			Ink Pads, Kleenex, Crackers	\$61.27	\$0.00	
		V000441 Document Destruction	1840 SKW 5100 Flat Rate	\$62.45	\$0.00	
		V000525 Federal Supply	Register Paper, Ink	\$59.28	\$0.00	
		V000995 Millennium Business Systems	Lexmark M3250/T	\$29.08	\$0.00	
			Lexmark M3250/T	\$29.08	\$0.00	
			Lexmark M3250/T	\$29.08	\$0.00	
		V001439 Toshiba Financial Services	Feb 2026 Contract, Dec 2025 Overage	\$134.16	\$0.00	
		V004522 Toshiba America Business Solutions	Treasurer Jan 2026 Allowance, Feb 2026 Allowance	\$39.38	\$0.00	
	5040 - Office of County Treasurer			DEPARTMENT TOTAL	\$498.73	\$0.00
	5057 - Technology Services	V000606 Greatamerica Financial Services	Lex XC4150 Lease/IT	\$80.61	\$0.00	
			V001481 UKG Kronos Systems LLC	Jan 2026 UKG	\$140.48	\$0.00
UKG Ready Accruals - 350 Users		\$2,554.97	\$0.00			
UKG Ready Tax Filing by BSI - 350 users		\$3,313.85	\$0.00			
UKG Ready Recruiting - 500 Users		\$3,439.49	\$0.00			
UKG Ready Payroll - 350 Users		\$14,881.95	\$0.00			
UKG Ready Time - 350 users		\$15,329.83	\$0.00			
UKG Ready HR - 500 Users		\$20,442.24	\$0.00			
5057 - Technology Services			DEPARTMENT TOTAL	\$60,183.42	\$0.00	
5065 - Elections	V000563 Gabrielle Summe	Board of Elections July - Dec 2025	\$500.00	\$0.00		
	V005327 Brian Butler	Jul-Dec 2025 BOE	\$400.00	\$0.00		
	V005370 Meghan Savercool	Board of Elections July - Dec 2025	\$500.00	\$0.00		

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit
01 - General Fund	5065 - Elections	V005371 John Fischesser II	Board of Elections July - Dec 2025	\$500.00	\$0.00
	5065 - Elections		DEPARTMENT TOTAL	\$1,900.00	\$0.00
	5070 - Planning and Zoning	V001136 Planning & Development Services of Kenton County	January 2026 Code Enforcement	\$2,499.01	\$0.00
	5070 - Planning and Zoning		DEPARTMENT TOTAL	\$2,499.01	\$0.00
	5080 - Courthouse - Independence	V000583 Glenwood Electric Inc	ICH Light Switch Reworking	\$270.30	\$0.00
			ICH Boiler Wiring Repairs	\$1,839.08	\$0.00
		V000657 Home Depot	Rags	\$70.74	\$0.00
		V000816 Kenton County Fiscal Court	Jan2026/BM/Maint.	\$65.09	\$0.00
			Jan2026/BM/Fuel	\$132.17	\$0.00
		V000924 Maddox Garden Center	Snow Removal Sidewalks	\$2,192.50	\$0.00
		V001542 Winstel Controls	Thermostat	\$360.00	\$0.00
	V004522 Toshiba America Business Solutions	ICH Jan 2026 Allowance, Feb 2026 Allowance	\$39.37	\$0.00	
	5080 - Courthouse - Independence		DEPARTMENT TOTAL	\$4,969.25	\$0.00
	5085 - Parking Garage	V000024 ABM Parking Services	January 2026 Parking Garage Management Contract	\$38,616.76	\$0.00
	5085 - Parking Garage		DEPARTMENT TOTAL	\$38,616.76	\$0.00
	5086 - County Government Center	V000309 Cintas Location #935	Mats/SKW/020926	\$227.85	\$0.00
		V001242 Rumpke Of Ohio Inc	Feb 2026 Waste Removal 1840 SKW	\$409.43	\$0.00
	5086 - County Government Center		DEPARTMENT TOTAL	\$637.28	\$0.00
	5105 - County Police	V000079 Amazon Capital Services	USB Hub	\$17.64	\$0.00
		V000309 Cintas Location #935	Mats/PD/021226	\$57.55	\$0.00
			Mats/PD/020526	\$57.55	\$0.00
		V000317 City Of Florence	2026 Range & Sim house	\$455.00	\$0.00
		V000338 CMS Uniforms And Equipment Inc	Long Sleeve Shirts (Martin)	\$93.00	\$0.00
			Long Sleeve Shirts (Hampton)	\$162.00	\$0.00
			Long Sleeve Shirts (Martin)	\$210.00	\$0.00
		V000378 Critical Stress & Wellness Center	Critical Incident Debriefing (WS)	\$350.00	\$0.00
			Critical Incident Debriefing (JP)	\$350.00	\$0.00
			Critical Incident Debriefing (GR)	\$350.00	\$0.00
		V000564 Galls	Name Strip	\$9.68	\$0.00
			Serving Since Letters (Rehkamp)	\$34.76	\$0.00
			Snake Whistle Chains	\$36.91	\$0.00
			Commendation Bar	\$40.15	\$0.00
Polo (Rehkamp)			\$41.47	\$0.00	
Polo (Marksbery)			\$48.32	\$0.00	
Locking Forks	\$72.37		\$0.00		
Bravo Duty Belt (Marksbery)	\$73.35		\$0.00		
5.11 Pant (Rekamp)	\$85.60	\$0.00			

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit		
01 - General Fund	5105 - County Police	V000564 Galls	Name strip	\$106.48	\$0.00		
			Chukka (Rekamp)	\$127.59	\$0.00		
			Softshell (Rehkamp)	\$133.92	\$0.00		
			Accumold Double Mag	\$135.13	\$0.00		
			Tourniquet, Stock	\$141.87	\$0.00		
			Applied Panel (SRO)	\$145.33	\$0.00		
			Applied Panel Badge (Hampton)	\$155.49	\$0.00		
			Polo (Marksbery)	\$221.57	\$0.00		
			Gen 3 Carrier (Campbell)	\$236.94	\$0.00		
			Pants (Rehkamp/Helton)	\$342.40	\$0.00		
			Boot (Rehkamp)	\$387.09	\$0.00		
			KCPD Patches	\$940.00	\$0.00		
			V000749 JH Fedders Feed & Seed	Dog Food, Straw	\$251.70	\$0.00	
		V000767 Johnny's Car Wash Inc	PD Jan 2026 Carwashes	\$20.00	\$0.00		
		V000816 Kenton County Fiscal Court	Jan2026/SROs/Fuel	\$235.42	\$0.00		
			Jan2026/PD/Maint.	\$5,144.18	\$0.00		
			Jan2026/PD/Fuel	\$7,832.78	\$0.00		
		V000995 Millennium Business Systems	Lexmark M3250/Sq Rm	\$20.42	\$0.00		
		V001375 T&W Printing Company	Business Cards (Marksbery, Rehkamp)	\$79.00	\$0.00		
		V001553 Grainger	Sharps Container	\$29.00	\$0.00		
		V005022 Bound Tree Medical LLC	Gloves	\$434.70	\$0.00		
		V005181 Arrowhead Forensics	Evidence Collection Bags	\$327.52	\$0.00		
		<b>5105 - County Police</b>		<b>DEPARTMENT TOTAL</b>		<b>\$19,993.88</b>	<b>\$0.00</b>
		5135 - Emergency Management	V000079 Amazon Capital Services	Coffee	\$120.56	\$0.00	
				Surface Covers	\$197.32	\$0.00	
			V000606 Greatamerica Financial Services	Lex XC4150 Lease/EMA	\$85.58	\$0.00	
			V000644 Hien Le MD	Feb 2026 Med Dir Fee - EMA	\$1,666.66	\$0.00	
			V000820 Kenton County Fire Chiefs Association	Disbursement of Funds for Training Center	\$11,913.99	\$0.00	
V001164 Pro Air Midwest LLC	2026 Annual NFPA Service Agreement		\$2,170.00	\$0.00			
<b>5135 - Emergency Management</b>		<b>DEPARTMENT TOTAL</b>		<b>\$16,154.11</b>	<b>\$0.00</b>		
5170 - Commonwealth Attorney	V000816 Kenton County Fiscal Court	January 2026 Auto Maintenance (PA-01)	\$139.10	\$0.00			
		January 2026 Auto Maintenance (PA-07)	\$483.46	\$0.00			
<b>5170 - Commonwealth Attorney</b>		<b>DEPARTMENT TOTAL</b>		<b>\$622.56</b>	<b>\$0.00</b>		
5205 - Animal Services	V000079 Amazon Capital Services	Grooming Tools	\$63.17	\$0.00			
		V000196 Bonded Lock Service	Rekeymaster	\$54.50	\$0.00		
	V000450 Dr Debra Kemper	Cat spay (pregnant) - 35452	\$20.00	\$0.00			
		Cat neuter - 35151	\$25.00	\$0.00			
		Dog spay (in-heat) - 35503	\$30.00	\$0.00			
		Cat spay (pregnant) - 35346, 35492	\$40.00	\$0.00			

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit	
01 - General Fund	5205 - Animal Services	V000450 Dr Debra Kemper	1-28-26 admin fee	\$50.00	\$0.00	
			2-10-26 admin fee	\$50.00	\$0.00	
			Dog spay (pyometra) - 35466	\$60.00	\$0.00	
			Dog spay (complicated) - 35466, 34711	\$60.00	\$0.00	
			Dog hospitalization - 35466	\$65.00	\$0.00	
			Exams - 35462, 35470, 35467, 35466	\$80.00	\$0.00	
			Cat spay - 35148, 35149, 35452	\$105.00	\$0.00	
			Cat spay - 35346, 35349, 35492	\$105.00	\$0.00	
			Cat neuter - 35347, 35348, 34984, 35523, 35524	\$125.00	\$0.00	
			Dog spay - 35466, 34711	\$150.00	\$0.00	
			Dog neuter - 35449, 34231, 35227	\$180.00	\$0.00	
			Dog spay - 35241, 33134, 35503	\$225.00	\$0.00	
		V000525 Federal Supply	Ink	\$398.45	\$0.00	
			Ink	\$452.96	\$0.00	
		V000606 Greatamerica Financial Services	Lex XC4150 Lease/AS	\$86.88	\$0.00	
		V000648 Hills Pet Nutrition Sales Inc	Animal Food 021626	\$303.20	\$0.00	
		V000816 Kenton County Fiscal Court	AC-7 maintenance January 2026	\$76.27	\$0.00	
			AC-8 maintenance January 2026	\$847.80	\$0.00	
			Jan2026/AS/Fuel	\$1,460.93	\$0.00	
		V000995 Millennium Business Systems	Lexmark XM3250/AS	\$41.76	\$0.00	
	V001271 Schering-Merck-Intervet	HomeAgain XS 134kHz Microchip w_15G	\$2,500.00	\$0.00		
	V001560 Zoetis Us LLC	VetScan Flex 4 Rapid Test Kit	\$481.10	\$0.00		
	<b>5205 - Animal Services DEPARTMENT TOTAL</b>				<b>\$8,137.02</b>	<b>\$0.00</b>
	5401 - Parks	V000031 Ace Hardware	Aluminum	\$29.99	\$0.00	
			Fasteners	\$43.73	\$0.00	
		V000375 Crescent Springs Hardware	Shop Supplies	\$207.03	\$0.00	
		V000816 Kenton County Fiscal Court	Jan2026/Parks/Fuel	\$1,435.14	\$0.00	
			Jan2026/Parks/Maint.	\$6,419.21	\$0.00	
		V000907 Linde Gas & Equipment Inc	High Pressure Gases 021326	\$100.46	\$0.00	
		V000915 Lowe's Improvement Warehouse	2 Tool Combo Kit	\$255.55	\$0.00	
		V001197 Randy's Rugged Wear	Pants (Williams)	\$99.98	\$0.00	
		V005468 Jones and Keri United LLC	Lincoln Ridge Disc Golf Tee Sign Designs	\$1,000.00	\$0.00	
V005472 Cincy Bike Share, Inc.		Operational Support Pledge 2026	\$5,000.00	\$0.00		
<b>5401 - Parks DEPARTMENT TOTAL</b>				<b>\$14,591.09</b>	<b>\$0.00</b>	
6302 - Transportation Services	V000440 Doc Safe Transportation LLC	Jan 2026 School Transport	\$9,000.00	\$0.00		
	V001445 Transit Authority Of Northern Kentucky	Feb 2026 Monthly Transit Support	\$676,225.33	\$0.00		
<b>6302 - Transportation Services DEPARTMENT TOTAL</b>				<b>\$685,225.33</b>	<b>\$0.00</b>	
8011 - Site Development	V001068 Northern Kentucky Port Authority	Biomedical Center (HB1 #25-050)	\$74,949.03	\$0.00		
<b>8011 - Site Development DEPARTMENT TOTAL</b>				<b>\$74,949.03</b>	<b>\$0.00</b>	

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit	
01 - General Fund	8099 - Capital Projects	V000613 Gresham Smith	Jan 2026 Govt Center PG Professional Services	\$17,245.34	\$0.00	
		V004503 Dugan & Meyers LLC	Parking Garage Construction- Podium	\$252,881.00	\$0.00	
			Parking Garage Construction- Podium	\$813,987.75	\$0.00	
		V005183 Byer Steel	PG Podium Materials- Rebars, Welded Wire Fabric	\$1,203.58	\$0.00	
	8099 - Capital Projects		DEPARTMENT TOTAL		\$1,085,317.67	\$0.00
	9100 - General Services	V000161 Be NKY Growth Partnership	Quarter 4 2025 Motor Vehicle Rental Collection		\$148,069.76	\$0.00
			2026 Covington Business Council Membership		\$250.00	\$0.00
		V000765 John M Stanton III	Feb 2026 Mileage		\$52.53	\$0.00
		V001125 Patrick & Associates LLC	FYE25 Audit Services		\$28,500.00	\$0.00
		V001276 Scott Hansman	Feb 2026 Per Diem		\$94.00	\$0.00
		V001392 The Certif-A-Gift Company	Freight/Shipping		\$13.64	\$0.00
			Emerald Gift Card (CAG Level 07 Selection)		\$500.00	\$0.00
			Pearl Gift Card (CAG Level 05 Selection)		\$550.00	\$0.00
			Pewter Gift Card (CAG Level 85 Selection)		\$600.00	\$0.00
			Gold Gift Card (CAG Level 12 Selection)		\$750.00	\$0.00
			Silver Gift Card (CAG Level 11 Selection)		\$1,000.00	\$0.00
		V004479 University Of Kentucky	Pesticide Continuing Education (Kokell)		\$110.00	\$0.00
			Pesticide Continuing Education (Williams)		\$110.00	\$0.00
			Pesticide Continuing Education (Scott)		\$110.00	\$0.00
			Pesticide Continuing Education (Schierer)		\$110.00	\$0.00
			Pesticide Continuing Education (Lauderman)		\$110.00	\$0.00
			Pesticide Continuing Education (Withrow)		\$110.00	\$0.00
			Pesticide Continuing Education (Lynn)		\$110.00	\$0.00
			Pesticide Continuing Education (B. Creech)		\$110.00	\$0.00
			Pesticide Continuing Education (Holley)		\$110.00	\$0.00
			Pesticide Continuing Education (Schroer)		\$110.00	\$0.00
		V004496 Column Software PBC	Notice Name: 26-24 ICH Window Replacement		\$53.82	\$0.00
			2/12/2026: Legal Notice		\$53.82	\$0.00
			2/12/2026: Legal Notice 26-23 Office Supply		\$53.82	\$0.00
		V004539 Margaret Erpenbeck	Tuition Reimbursement 01/12/26 - 02/12/26		\$926.00	\$0.00
		V004547 Cincinnati Circus Co	10/23/26 Entertainment		\$6,550.00	\$0.00
		V005467 Dylan Hinkel	CDL Reimbursement (Hinkle)		\$91.42	\$0.00
9100 - General Services		DEPARTMENT TOTAL		\$189,208.81	\$0.00	
01 - General Fund		FUND TOTAL		\$2,230,235.94	\$0.00	

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit	
02 - Road Fund	6103 - Office of Road Supervisor/Engineer	V000816 Kenton County Fiscal Court	Jan2026/RS/Fuel	\$35.62	\$0.00	
			Jan2026/RS/Maint.	\$45.13	\$0.00	
	6103 - Office of Road Supervisor/Engineer		DEPARTMENT TOTAL	\$80.75	\$0.00	
	6105 - Road Maintenance	V000015 A&A Safety Inc	Drive Rivet w/Washer	\$255.00	\$0.00	
			V000031 Ace Hardware	Numbers	\$42.95	\$0.00
			Glue, Screws	\$86.57	\$0.00	
		V000122 Art's Rent-A-Tool	Drill, Diamond Core Rig	\$69.00	\$0.00	
		V000309 Cintas Location #935	Uniforms/PW/021326	\$321.84	\$0.00	
			Uniforms/PW/020626	\$396.57	\$0.00	
		V000351 Compass Minerals America Inc	Salt	\$7,865.48	\$0.00	
			Salt	\$11,209.83	\$0.00	
			Salt	\$28,695.05	\$0.00	
			Salt	\$102,689.64	\$0.00	
		V000485 Emergency Systems Inc	Pw 2026 Annual Fire Inspection	\$225.00	\$0.00	
		V000525 Federal Supply	Tissues	\$42.00	\$0.00	
			Liners	\$360.00	\$0.00	
		V000583 Glenwood Electric Inc	Exterior Light Post Bulb Replacement	\$885.40	\$0.00	
		V000657 Home Depot	Socket Rail	\$59.91	\$0.00	
		V000816 Kenton County Fiscal Court	Jan2026/ES/Fuel	\$433.22	\$0.00	
			Jan2026/RD/021026	\$944.20	\$0.00	
			Jan2026/SW/Fuel	\$1,284.64	\$0.00	
			Jan2026/SW/Maint.	\$1,899.23	\$0.00	
			Jan2026/RD/Maint.	\$3,685.25	\$0.00	
			Jan2026/PW/Fuel	\$9,681.35	\$0.00	
			Jan2026/PW/Maint.	\$23,639.56	\$0.00	
		V000915 Lowe's Improvement Warehouse	3/8 IN Nip	\$7.87	\$0.00	
			Mailbox Repairs	\$449.96	\$0.00	
			Black Metal standard mailbox - Item # 5117573	\$1,159.00	\$0.00	
		V000995 Millennium Business Systems	Sharp MX3051/PW	\$100.13	\$0.00	
		V001197 Randy's Rugged Wear	Boots, Bib, Jacket (Williams)	\$419.98	\$0.00	
		V001242 Rumpke Of Ohio Inc	Recycling	\$597.21	\$0.00	
		V001332 Charter Communications	134911001020126	\$39.29	\$0.00	
		6105 - Road Maintenance		DEPARTMENT TOTAL	\$197,545.13	\$0.00
		6500 - Fleet Operations	V000031 Ace Hardware	Chains for Snow Plows	\$48.98	\$0.00
				V000079 Amazon Capital Services	Cups, Bowls	\$23.32
			Lug Nut Indicator	\$138.60	\$0.00	
			Paper Towels	\$145.42	\$0.00	
	V000138 B&B Auto Service		Alignment on RO 2813	\$60.00	\$0.00	
	V000235 Cadence Petroleum Grp		BULK 100 GALLONS OF AW32 HYD FLUID	\$400.13	\$0.00	
		Bulk Diesel	\$425.50	\$0.00		

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit		
02 - Road Fund	6500 - Fleet Operations	V000235 Cadence Petroleum Grp	BULK 100 GALLONS OF 15W40 OIL	\$675.15	\$0.00		
			BULK 130 GALLONS OF 5W20 OIL	\$1,062.62	\$0.00		
			TWO 55 GALLON DRUMS OF 5W30 OIL	\$1,099.98	\$0.00		
			TWO 55 GALLON DRUMS OF 0W20 OIL	\$1,099.98	\$0.00		
		V000309 Cintas Location #935	Uniforms/Fleet/021326	\$79.35	\$0.00		
			Mats/Fleet/020626	\$79.35	\$0.00		
		V000354 Complete Towing	2014 Ford Winching	\$277.50	\$0.00		
		V000560 Fyda Freightliner Cincinnati Inc	Sensor ABS Kit, Kit Seal Service R Drive	\$310.94	\$0.00		
		V000995 Millennium Business Systems	Lexmark XM3250/FLT	\$30.14	\$0.00		
		V001027 Napa Auto Parts	GARAGE MAINT & SUPPLIES PURCHASES FOR FY 2026	\$160.62	\$0.00		
			TOOL PURCHASES FOR FY 2026	\$1,467.03	\$0.00		
			PARTS PURCHASES FOR FY 2026 / Added \$9,100 to this line on 2/	\$7,758.30	\$0.00		
		V001197 Randy's Rugged Wear	Boots, Bibs, Coat (A. Wenz)	\$459.99	\$0.00		
		V001331 Specialty Truck Repair Inc	Seat belt replacement in County spare pumper fire truck	\$2,086.80	\$0.00		
		V005178 Taylor Truck & Auto Repair LLC	Emerg. Truck Recovery (Snow)	\$750.00	\$0.00		
		V005391 AutoZone	Wiper Blades	\$7.00	\$0.00		
			Twintube Shock	\$33.24	\$0.00		
			Twintube Shock	\$33.24	\$0.00		
			Rear Wiper Arm	\$38.47	\$0.00		
			Engine Mounts	\$55.11	\$0.00		
			Hub Cap	\$63.90	\$0.00		
			Engine Oil Pan	\$71.72	\$0.00		
			Radiator Cap, Fluid Reservoir	\$81.83	\$0.00		
			Motor Oil	\$85.99	\$0.00		
			Exhaust Fluid	\$120.78	\$0.00		
			Wiper Blades	\$240.00	\$0.00		
			6500 - Fleet Operations		DEPARTMENT TOTAL	\$19,470.98	\$0.00
		8099 - Capital Projects	V005168 L&W Outfitters Inc	Up-fit for PA-02 Tahoe. Master Agreement MA 758 2100000806	\$11,329.63	\$0.00	
		8099 - Capital Projects		DEPARTMENT TOTAL	\$11,329.63	\$0.00	
		02 - Road Fund			FUND TOTAL	\$228,426.49	\$0.00

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit
03 - Jail Fund	5101 - Jail Operations	V000079 Amazon Capital Services	Scissors	\$7.49	\$0.00
			Cables	\$8.99	\$0.00
			Chrome Book	\$344.52	\$0.00
		V000084 American Jail Association	2026 Annual Jail Conf.	\$200.00	\$0.00
		V000140 B&H Photo Video	4 indoor cameras	\$124.46	\$0.00
			Vivotek Joystick	\$227.74	\$0.00
		V000172 Billie Jo Kiser	lunch	\$11.90	\$0.00
			breakfast	\$13.00	\$0.00
			lunch	\$15.00	\$0.00
			dinner	\$26.00	\$0.00
			tolls & insurance charge - rental car	\$59.95	\$0.00
			departing/returning luggage fee	\$80.00	\$0.00
			hotel parking fee	\$86.40	\$0.00
			car rental	\$262.87	\$0.00
		V000179 Blackjack Custom Truck LLC	Floor Mats	\$99.00	\$0.00
		V000186 Bluegrass Kesco Inc	Jan 2026 Water Treatment	\$385.00	\$0.00
		V000231 Busken Bakery	Yesterday's Best 020926	\$699.45	\$0.00
		V000247 Canon Financial Services Inc	42661497	\$411.96	\$0.00
		V000466 Ecolab Food Safety Specialties Inc	Disinfectant Cleaner	\$450.00	\$0.00
			Glass Cleaner	\$763.35	\$0.00
			Floor Cleaner	\$767.07	\$0.00
		V000519 Fastsigns Florence	Signs for Jail	\$119.21	\$0.00
		V000525 Federal Supply	Wipes	\$26.00	\$0.00
			Pens	\$34.00	\$0.00
			Pens	\$34.00	\$0.00
			Bleach	\$36.00	\$0.00
			Ink, Pens	\$75.79	\$0.00
			Wipes	\$78.00	\$0.00
			Toilet Cleaner	\$150.00	\$0.00
			Paper, Water	\$324.58	\$0.00
		V000542 Food Concepts	Vanilla Dairy Drink 021826	\$6,024.00	\$0.00
		V000594 Gordon Food Service	Food 020526	\$137.95	\$0.00
			Food 013026	\$410.63	\$0.00
			Food 011426	\$476.80	\$0.00
			Food 021626	\$477.40	\$0.00
			Food 020526	\$1,507.09	\$0.00
			Food 021626	\$2,458.06	\$0.00
			Food 021226	\$2,823.22	\$0.00
			Food 020926	\$3,026.98	\$0.00
		V000595 Got A Go Rentals & Septic Svcs	Grease Trap Service 020426	\$800.00	\$0.00
		V000596 Govconnection Inc	APC Smart-UPS x 3000VA (SMX3000LVNC)	\$2,915.31	\$0.00
		V000816 Kenton County Fiscal Court	Jan 2026/Jail/Maint.	\$301.77	\$0.00

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit			
03 - Jail Fund	5101 - Jail Operations	V000855 Klosterman Baking Co	Bread 020926	\$671.98	\$0.00			
			Food 020526	\$885.12	\$0.00			
			Bread 021626	\$978.60	\$0.00			
			Bread 02/12/2026	\$1,162.90	\$0.00			
		V000995 Millennium Business Systems	Lexmark XM3250/SAP	\$30.15	\$0.00			
			Sharp MXM4071/MED	\$79.79	\$0.00			
			Sharp MX6071/Booking	\$171.44	\$0.00			
		V001097 ONEIT Inc	Feb 2026 Office 365	\$2,030.70	\$0.00			
		V001307 Single Source Inc	Food 021826	\$4,896.53	\$0.00			
			Food 021126	\$9,532.35	\$0.00			
		V001330 Specialized Plumbing Parts	Jail Plumbing Supplies	\$159.20	\$0.00			
			Jail Faucet, Ceramic Stem	\$302.73	\$0.00			
		V001443 Trane Company	O Ring	\$185.95	\$133.60			
			Sensor	\$359.98	\$0.00			
			Sensors	\$474.16	\$0.00			
			BLDG MAINT repair - installation labor & trip/environmental/fuel fee	\$1,612.00	\$0.00			
		V001508 Vance Outdoors Inc	Shipping	\$55.00	\$0.00			
			Winchester ammo MA, 758,2200000206	\$1,000.00	\$0.00			
		V001553 Grainger	Floor Mats	\$329.36	\$0.00			
		V004493 Comprehensive Correctional Care	Jan 2026 Medical Services	\$7,485.87	\$0.00			
			Jan 2026 Medical Cost Pool Overage	\$10,326.14	\$0.00			
			March 2026 Admin Fee	\$12,500.00	\$0.00			
			Nov 2025 Cost Pool	\$16,666.67	\$0.00			
			March 2026 Cost Pool	\$16,666.67	\$0.00			
			March 2026 Medical Contract	\$66,666.67	\$0.00			
			March 2026 Estimated Staffing	\$125,000.00	\$0.00			
		V004999 E-Z Beverages LLC	Drink Mixes 020226	\$1,720.00	\$0.00			
		V005273 JSG Monitoring Inc	Jan 2026 HIP monitoring	\$6,036.70	\$0.00			
		V005274 Holland Roofing	Investigated Leak @ Jail	\$488.00	\$0.00			
		V005469 PowerDMS, Inc.	Feb 2026 Subscription, Power Training adding 25 new users	\$1,266.36	\$0.00			
		5101 - Jail Operations		DEPARTMENT TOTAL		\$317,021.96	\$133.60	
		03 - Jail Fund			FUND TOTAL		\$317,021.96	\$133.60

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit
22 - Golf Fund	5403 - Golf Course	V000579 Gerrein Green LLC	Brush Clearing, Tree and Brush removal	\$6,000.00	\$0.00
5403 - Golf Course		DEPARTMENT TOTAL		\$6,000.00	\$0.00
22 - Golf Fund	FUND TOTAL		\$6,000.00		\$0.00

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit	
23 - Colt Fund	5233 - MHMR Services	V000100 Andrew M Campbell	Commonwealth v. Smail Redzic Case 25-H-00395-002	\$250.00	\$0.00	
			Commonwealth v. Michael Freil Case 25-H-00409-001	\$250.00	\$0.00	
			Commonwealth v. Bonnie A. Gonzalez Case 25-H-00423-001	\$250.00	\$0.00	
			Commonwealth v. Matthew Cochran Case 25-H00343-002	\$250.00	\$0.00	
			Commonwealth v. Mary E. Miller Case 25-H-00364-001	\$250.00	\$0.00	
		V000156 Bawac Inc	Jan 2026 Adult Day Care	\$13,472.36	\$0.00	
		V000215 Brighton Center Inc	Jan 2026 Financial Services	\$4,010.50	\$0.00	
		V000258 Catholic Charities Inc	Jan 2026 Parenting Education	\$2,695.86	\$0.00	
		V000484 Emergency Shelter Of Northern Ky	Dec 2025 Warming Center	\$519.11	\$0.00	
		V000511 Faith Community Pharmacy	Jan 2026 Prescription Assist.	\$2,116.03	\$0.00	
		V001046 New Perceptions Inc	Jan 2026 Adult Day Care	\$475.12	\$0.00	
			Jan 2026 Infant Stimulation	\$3,670.49	\$0.00	
			Jan 2026 Supported Employment	\$16,902.97	\$0.00	
		V001143 Peter J Ganshirt Psy D Inc	MMSE/Interdisciplinary Reports (J.D.S.)	\$250.00	\$0.00	
		V001207 Redwood Rehabilitation Center Inc	Jan 2026 Therapeutic & Technology Services	\$5,059.22	\$0.00	
		V001400 The Ion Center For Violence Prevention	Jan 2026 Green Dot	\$1,594.26	\$0.00	
			Jan 2026 Counseling & Crisis Intervention	\$1,731.65	\$0.00	
			Jan 2026 Emergency Shelter	\$2,089.41	\$0.00	
		V001528 Welcome House Of Nky Inc	Jan 2026 Homeless Street Outreach	\$4,191.90	\$0.00	
			Jan 2026 Payee Services	\$6,482.70	\$0.00	
	V004956 Action Ministries Inc	Jan 2026 Emerg. Assist. O60	\$1,381.59	\$0.00		
		Jan 2026 Emerg. Assist. U60	\$2,012.75	\$0.00		
	V005052 Learning Grove	Jan 2026 NaviGo	\$1,250.00	\$0.00		
	V005054 Covington Partners Inc	Jan 2026 Mentoring	\$4,103.54	\$0.00		
	5233 - MHMR Services		DEPARTMENT TOTAL		\$75,259.46	\$0.00
	5305 - Senior Citizens Program	V000511 Faith Community Pharmacy	Jan 2026 Prescription Assist. O60	\$2,893.80	\$0.00	
			Jan 2026 Homemaker	\$1,554.00	\$0.00	
		V000637 Helping Hands Nky LLC	Jan 2026 Personal Care	\$874.00	\$0.00	
			Jan 2026 Meal, Therapeutic	\$1,658.56	\$0.00	
	V000954 Meals On Wheels Of Sw Oh & Nky	Jan 2026 Meal, Frozen	\$10,137.96	\$0.00		
		5305 - Senior Citizens Program		DEPARTMENT TOTAL	\$17,118.32	\$0.00
	5340 - Health Care Programs	V001073 Northern Kentucky Health Department	Jan 2026 Dental Program Admin	\$2,590.00	\$0.00	
			Jan 2026 Dental Services	\$23,609.00	\$0.00	
5340 - Health Care Programs		DEPARTMENT TOTAL		\$26,199.00	\$0.00	
23 - Colt Fund			FUND TOTAL	\$118,576.78	\$0.00	

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit		
75 - Emergency Dispatch	5145 - Dispatch Operations	V000079 Amazon Capital Services	Snow Remover	\$127.39	\$0.00		
			Trash Can	\$154.76	\$0.00		
		V000309 Cintas Location #935	Mats/DP/020526	\$47.65	\$0.00		
			Mats/DP/021226	\$47.65	\$0.00		
		V000358 Connor & Associates	Pre-Employment testing Morgan Dieterie	\$500.00	\$0.00		
		V000414 David Polly	Feb 2026 Mileage/Per Diem	\$318.76	\$0.00		
		V000464 EC Schmidt Plumbing Contractor	Unclog main line	\$839.00	\$0.00		
			Hydro Jet Sewer Line	\$2,265.00	\$0.00		
		V000498 Eric Matheny	Feb 2026 Per Diem/Mileage	\$176.75	\$0.00		
		V000525 Federal Supply	Plates	\$88.00	\$0.00		
			Bols	\$94.88	\$0.00		
			Towels	\$96.00	\$0.00		
			Paper, Fork	\$199.00	\$0.00		
		V000583 Glenwood Electric Inc	UPS Installation	\$542.46	\$0.00		
			Exterior light replacement	\$1,059.88	\$0.00		
			Install UPS Outlet	\$1,744.34	\$0.00		
		V000606 Greatamerica Financial Services	Lex XC4150 Lease/DP	\$86.88	\$0.00		
		V000644 Hien Le MD	Feb 2026 Med Dir Fee - DP	\$416.67	\$0.00		
		V000888 Language Line Services	Jan 2026 Usage Language Line	\$1,010.67	\$0.00		
		V000995 Millennium Business Systems	Feb 2026 (Agreement 003-1740952-000)	\$73.40	\$0.00		
			Feb 2026 Agreement (003-1740952-000)	\$73.40	\$0.00		
			Sharp MXM4071/DP	\$79.79	\$0.00		
		V001003 Mobilcomm	Feb 2026 Zetron Maintenance	\$145.00	\$0.00		
		V001097 ONEIT Inc	Feb 2026 Office 365	\$546.00	\$0.00		
		V001332 Charter Communications	134910201020126	\$249.65	\$0.00		
		V004511 Jordan Buster	Feb 2026 Per Diem/Mileage	\$287.70	\$0.00		
		5145 - Dispatch Operations		DEPARTMENT TOTAL		\$11,270.68	\$0.00
		75 - Emergency Dispatch		FUND TOTAL		\$11,270.68	\$0.00

# Kenton County Fiscal Court Claims List Report

Fund	Department	Vendor	Description	Bill Amount	Vendor Credit
84 - ARPA Fund	8099 - Capital Projects	V000287 Children's Law Center Inc	Office Supplies/Printing	\$82.65	\$0.00
			Admin Costs	\$227.20	\$0.00
			Oct 2025 Reimbursement ARPA 712 Youth Representation	\$2,676.24	\$0.00
			Nov 2025 Reimbursement ARPA 712 Youth Representation	\$2,676.28	\$0.00
			Sept 2025 Reimbursement ARPA 712 Youth Representation	\$3,080.73	\$0.00
			August 2025 Reimbursement ARPA 712 Youth Representation	\$3,090.92	\$0.00
			July 2025 Reimbursement ARPA 712 Youth Representation	\$3,090.92	\$0.00
			April 2025 Reimbursement ARPA 712 Youth Representation	\$3,229.15	\$0.00
			May 2025 Reimbursement ARPA 712 Youth Representation	\$3,229.15	\$0.00
			June 2025 Reimbursement ARPA 712 Youth Representation	\$3,337.57	\$0.00
			Dec 2025 Reimbursement ARPA 712 Youth Representation	\$3,604.47	\$0.00
			V000492 Enzweiler Building Institute Inc	Feb 2026 ADULT PROGRAM 10	\$12,095.10
	Feb 2026 HIGH SCHOOL PROGRAM 9	\$29,320.00		\$0.00	
	V000591 GO Pantry Corporation	2025 Christmas GO Boxes ARPA 709 - GO BOX 40	\$24,359.11	\$0.00	
	V000903 Life Learning Center	Jan 2026 ARAP LLC	\$3,109.33	\$0.00	
	V001059 NKY Area Development District	CSFP & TEFAP Gap Funding	\$33,498.73	\$0.00	
	8099 - Capital Projects		DEPARTMENT TOTAL		\$130,707.55
84 - ARPA Fund		FUND TOTAL		\$130,707.55	\$0.00
<b>REPORT TOTALS</b>			<b>Bill Amount Total</b>	<b>Vendor Credit Total</b>	<b>Pay Amount Total</b>
			<b>\$3,042,239.40</b>	<b>\$133.60</b>	<b>\$3,042,105.80</b>

**RESOLUTION  
NO. 26-01-D**

**A RESOLUTION FOR THE KENTON COUNTY FISCAL COURT CONCERNING FISCAL YEAR 2025-2026  
BUDGET ADJUSTMENTS.**

**WHEREAS, essential operating requirements have been identified that were not anticipated at the  
time of budget preparation, and,**

**WHEREAS, the County Treasurer recommends adjustments between appropriation account to  
provide necessary funding for these items as identified on the attached schedule, and,**

**NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT, COUNTY OF KENTON, COMMONWEALTH  
OF KENTUCKY, THAT:**

**The Kenton County Fiscal Court hereby approves the adjustments, reclassifications and transfers  
between appropriation accounts as recommended by the County Treasurer, a copy of which is  
attached hereto and made a part hereof.**

**Adopted this 24th day of February, 2026.**

**COUNTY OF KENTON, KENTUCKY**

**BY: \_\_\_\_\_  
KRIS KNOCHELMANN  
Kenton County Judge/Executive**

**ATTEST:**

\_\_\_\_\_  
**Sue Kaiser  
Kenton County Fiscal Court Clerk**



Kenton County Fiscal Court  
 1840 Simon Kenton Way  
 Suite 5100  
 Covington 41011

# Government Budget Adjustment

Effective Date: 02/24/2026

Status: Pending Approval

Resolution Number: 26-01-D

Memo: Budget Adjustment 02/24/2026

Account	Increase	Decrease	Grant	Project	Memo
03 - Jail Fund-5101 - Jail Operations-429.097 429 - Gasoline : 429.097 - Gasoline / Fleet Charges	\$600.00				Budget Adjustments requested by Jailer Fields to cover expenses through the Fiscal Year.
03 - Jail Fund-5101 - Jail Operations-725 725 - Office Equipment		\$600.00			Budget Adjustments requested by Jailer Fields to cover expenses through the Fiscal Year.
01 - General Fund-5135 - Emergency Management-418 418 - Hazardous Matl'S Cleanup	\$10,000.00				Budget Adjustment requested to cover expenses through the Fiscal Year. This is a pass-through account and invoices are paid once we receive payment from the responsible party.
01 - General Fund-9200 - Contingent Appropriations-999 999 - Reserve For Transfer		\$10,000.00			Budget Adjustment requested to cover expenses through the Fiscal Year. This is a pass-through account and invoices are paid once we receive payment from the responsible party.

Upon approval of Budget Adjustment 26-01-D, the following invoices will be paid.  
 Vendor: V005430 - Elsmere Fire District / 2025-5780 for \$3,060.00  
 Vendor: V000197 - Boone County EMA / 2025-5780 for \$285.00  
 Vendor: V000315 - City of Elsmere / 2025-5780 for \$510.00  
 Vendor: V001069 - Northern Kentucky Regional Hazmat / 2025-5780 for \$2,700.90  
 Vendor: V000634 - Hebron Fire Protection District / 2025-5780 for \$945.00



**COMMONWEALTH OF KENTUCKY  
COUNTY OF KENTON  
ORDINANCE NO. 930.6**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING ORDINANCE OF UNINCORPORATED KENTON COUNTY REVISING TEXT RELATED TO QUALIFIED MANUFACTURED HOMES TO COMPLY WITH 2025 KENTUCKY HOUSE BILL 160**

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**WHEREAS**, Kentucky Revised Statutes 100.203 authorizes legislative bodies to provide text for zoning; and

**WHEREAS**, in 2025 the Kentucky General Assembly passed HB 160 relating to Qualified Manufactured Homes, prohibiting local governments from adopting or enforcing any ordinance or zoning regulations that exclude or discriminate against Qualified Manufactured Homes where single-family residences are permitted; and

**WHEREAS**, The Kenton County Planning Commission per Brian Dunham, Chair, submitted an application requesting that the Kenton County Planning Commission Review and make recommendations on proposed text amendments to the Kenton County Zoning Ordinance, including: (1) amending the definition of Qualified Manufactured Homes; (2) amending the definition of Single-Family Detached Dwelling to include Qualified Manufactured Homes; (3) removing Qualified Manufactured Homes as a separate use; (4) removing use specific standards for Qualified Manufactured Homes; and (5) making any other necessary revisions for compliance with House Bill 160; and

**WHEREAS**, the Kenton County Planning Commission, after holding a public hearing on the application on Thursday, December 4, 2025 at 6:15 pm at the Kenton County Chambers located at 1840 Simon Kenton Way, Covington, Kentucky, voted for favorable recommendation on the proposed text amendments to the Kenton County Zoning Ordinance to implement updates necessary to comply with KRS 100.348, effective July 1, 2026; and

**WHEREAS**, the Kenton County Planning Commission based its recommendation upon the following: (1) the proposed text amendments are authorized to be included within the text of the Kenton County Zoning Ordinance pursuant to KRS 100.203(1); (2) the proposed text amendments are necessary to comply with changes to KRS 100.348 which were adopted by the Kentucky General Assembly during the 2025 session; and (3) based upon testimony provided during the public hearing on December 4, 2025.

**NOW, THEREFORE BE IT ORDAINED BY THE KENTON COUNTY FISCAL COURT, COMMONWEALTH OF KENTUCKY AS FOLLOWS:**

**Section One**

The Kenton County Zoning Ordinance is hereby amended to incorporate the text amendment provisions of the documents that are attached hereto and incorporated

herein by reference and identified as Attachment A, amending Sections VII, IX, and X of the Kenton County Zoning Ordinance.

**Section Two**

That should any section or part of any section or any provision of this Ordinance be declared invalid by a Court of competent jurisdiction, for any reason, such declaration shall not invalidate, or adversely affect, the remainder of this Ordinance.

**Section Three**

That any provision of any Ordinance in conflict with this Ordinance shall be repealed to the extent of said conflict.

**Section Four**

That this Ordinance shall take effect and be in full force when passed, published, and recorded according to the law.

**Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.**

1<sup>st</sup> Reading – February 24, 2026  
2<sup>nd</sup> Reading – Vote: \_\_, Yes, \_\_ No

By: \_\_\_\_\_  
Kris Knochelmann  
Kenton County Judge/Executive

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**ATTACHMENT A**

Proposed Text Amendments to the Kenton County Zoning Ordinance  
Words to be **deleted** are ~~lined through~~ - Words to be **added** are underlined.

**ZONING ORDINANCE - KENTON COUNTY, KY**

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**ARTICLE VII DEFINITIONS**

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**SECTION 7.0 WORDS AND PHRASES:**

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For the purposes of this ordinance, certain terms, phrases, words, and their derivatives are herewith defined as follows:

Words used in the future tense include the present;

Words used in the present tense include the future;

Words used in the singular include the plural;

Words used in the plural include the singular;

Words used in the masculine include the feminine;

Words used in the feminine include the masculine;

The word "shall" is mandatory;

The word "may" shall be deemed as permissive.

**ACCESSORY BUILDING OR USE, CUSTOMARY:** A "customary accessory building or use" is one which:

- a. Is subordinate to and serves the principal building or principal use;
- b. Is subordinate in area, extent, or purpose to the principal building or principal use served;
- c. Contributes to the comfort, convenience, or necessity of occupants of the principal building or principal use served; and
- d. Is located on the same lot as the principal building or principal use served, with the single exception of such accessory off - street parking facilities as are permitted to locate elsewhere than on the same lot with the building or use served.

**ACCESS POINT:** An access point is:

- a. A driveway, a local street, or a collector street intersecting an arterial street;
- b. A driveway or a local street intersecting a collector street; or
- c. A driveway or a local street intersecting a second local street.

**AGRICULTURE:** The use of land for major agricultural purposes, including agriculture, dairying, farming, floriculture, horticulture, pasturage, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating, or storing the produce; provided, however, that the operation of any such accessory use shall be secondary to that of the normal agricultural activities.

**AGRICULTURAL BUILDING:** A building or structure used in connection with, or which would ordinarily be incidental to or reasonably necessary for agricultural activity on agricultural land or buildings used for equipment storage, livestock or agricultural production and sales on an operating farm.

[Ord. # 930.5, Adding definition, 01/24/2023]

Effective on: 1/24/2023

**AGRI-TOURISM:** Any agricultural, horticultural, or agribusiness operation for the purpose of education, active involvement, or enjoyment in the activities of the farm. These activities must be directly related to agricultural production or natural resources of an operating farm. Celebration venues are permitted which utilize agricultural buildings and/or settings of an operating farm.

[Ord. # 930.5, Amending definition, 01/24/2023]

Effective on: 1/24/2023

**AIR RIGHTS:** The ownership or control of that area of space at and above a horizontal plane over the ground surface of land. This horizontal plane shall be at a height above the existing or proposed development (depending on the individual property in question) which is reasonably necessary or legally required for the full and free use of the ground surface.

**ALLEY:** Public rights - of - way which normally affords a secondary means of access to abutting property.

**AMERICAN ASSOCIATION OF NURSERYMEN, INC. (STANDARDS):** The Association's Horticultural Standards Committee maintains and revises horticultural standards (see American Standards for Nursery Stock) to comply with the standards procedures of the American National Standards Institute.

**AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1 - 1990):** An American National Standard implies a consensus of those substantially concerned with its scope and provisions. An American National Standard is intended as a guide to aid the manufacturer, the consumer, and the general public.

**APARTMENT:** A portion of a building consisting of a room or suite of rooms intended, designed, or used as a permanent residence by an individual or one (1) family.

**APARTMENT HOUSE:** See DWELLINGS, MULTI - FAMILY.

**AUTOMOBILE LAUNDRY:** A building or portion thereof, containing facilities for washing more than two (2) automobiles, using production line methods. The use of personnel for one or more phases of this operation in conjunction with or without complete automatic or mechanical devices does not alter its classification. For the purpose of this ordinance, coin operated devices, of the above nature, which are operated on a self - service basis shall be construed to be the same.

**AUTOMOBILE AND TRAILER SALES AREAS:** Any area used for the display, sale, or rental of new or used automobiles or trailers, and where only minor incidental repair of such automobiles or trailers may take place.

**BASAL AREA:** The total cross sectional area of a tree trunk measured at Diameter at Breast Height (DBH).

**BASEMENT:** That portion of a building between floor and ceiling, which is so located that the vertical distance from the average level of the adjoining grade to the floor below is greater than the vertical distance from the average level of the adjoining grade to the ceiling.

**BED AND BREAKFAST ESTABLISHMENT:** An establishment in which breakfast or other meals may be served to guests and whose innkeeper resides on the premises or property adjacent to the premises during periods of occupancy. Bed and breakfasts are typically small scale and in an agriculture or small community setting.

**BILLBOARD:** a sign, having an area greater than twenty-five (25) square feet, and which meets any one or more of the following criteria:

- a. a permanent structure sign which is used for the display of offsite commercial messages;
- b. a permanent structure sign which constitutes a principal, separate or secondary use, as opposed to an accessory use, of the parcel on which it is located; or

- c. an outdoor sign used as advertising for hire, i.e., on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel (not including those who rent space from the sign owner, when such space is on the same parcel as the sign), in exchange for a rent, fee or other consideration.

**BOARD OF ADJUSTMENTS:** Board of Adjustments of the county.

**BUFFER AREA:** Areas so planned and/or zoned which act as a buffering or separation area between two (2) or more uses or structures not compatible, due to design, function, use, or operation.

**BUILD-OUT STUDY YEAR:** A point in time two years after a proposed development is expected to be completed.

**BUILDING:** A structure enclosed within exterior walls or firewalls for the shelter, housing, support, or enclosure of persons, animals, or property of any kind.

**BUILDING, ALTERATION OF:** Any change or rearrangement in the supporting members (such as bearing walls, beams, columns, or girders) of a building, or any addition to a building, or movement of a building from one location to another.

**BUILDING AREA OR LOT COVERAGE BY BUILDING:** That portion of a lot or building site that can be legally occupied by the ground floor of the principal building or use and all permitted accessory uses.

**BUILDING, COMPLETELY ENCLOSED:** A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls or party walls, pierced only by windows and normal entrance or exit doors.

**BUILDING, DETACHED:** A building surrounded by open space on the same lot or tract of land.

**BUILDING, HEIGHT OF:** The vertical distance measured from average elevation of the finished grade adjoining the building at the front building line to the highest point of the roof surfaces, if a flat roof; to the deck line of a mansard roof; and to the average height level between eaves and ridge for gable, hip, and gambrel roofs.

**BUILDING INSPECTOR:** The official or officials appointed by the legislative body to administer and enforce the building codes.

**BUILDING PERMIT:** A permit issued by the legislative body's building inspector authorizing the construction or alteration of a specific building, structure, sign, or fence.

**BUILDING, PRINCIPAL:** The building on a lot used to accommodate the primary use to which the premises are devoted.

**BUILDING SETBACK LINE:** A line parallel to the front, side, and/or rear lot line and set back from the lot line a distance to provide the required minimum yard space, as specified in this ordinance.

**BUILDING SITE:** One contiguous piece of land that meets all of the provisions of the legislative body's ordinances, regulations, and codes for building on said site.

**CALIPER:** The measurement of the tree trunk taken six (6) inches above the ground up to and including four (4) inch caliper size, or twelve (12) inches above the ground for larger trees.

**CAMPING/VACATION MOBILE UNIT:** Any coach, cabin, house trailer, house car or other vehicle or structure intended for, designed for, and used for temporary human habitation or sleeping purposes, mounted upon wheels or supports, or supported and/or capable of being moved by its own power or transported by another vehicle.

**CANOPY (MARQUEE):** A roof - like structure open on three (3) sides serving the purpose of protecting pedestrians from rain, snow, sun, or hail, which structure projects from a building.

**CANOPY COVER:** The area that a tree or trees' canopy covers which generally corresponds to a percentage of ground surface area.

**CARPORT:** See GARAGE, PRIVATE.

**CHANGEABLE COPY SIGN, AUTOMATIC:** "Automatic changeable copy sign" means a type of sign on which the copy changes automatically through the use of electronic or electro-mechanical technology. All changeable copy shall be included within the allotted face of sign square footage.

**CHANGEABLE COPY SIGN, MANUAL:** "Manual changeable copy sign" means any sign on which copy for all or a portion of the sign can be changed by a human being removing or rearranging letters, symbols or numerals. All changeable copy shall be included within the allotted face of sign square footage.

**CHILD DAY CARE CENTER:** See NURSERY SCHOOL.

**CITIZEN MEMBER:** Any member of the Planning Commission or Board of Adjustments who is not an elected or appointed official or employee of the legislative body.

**CLINIC, ANIMAL:** A building used by medical persons for the treatment of small animals on an out - patient basis only, without animal runs.

**CLINIC, HUMAN CARE:** A building used by medical persons for the treatment of persons on an out - patient basis only.

**CLUB:** An association of persons for some common objective, usually jointly supported and meeting periodically.

**COMMERCIAL MESSAGE:** Words, symbols, logos, pictures or any combination thereof that identify which directs attention to a business, commodity, service or entertainment sold or offered for sale or a fee.

**COMMISSION (PLANNING COMMISSION OR PLANNING AND ZONING COMMISSION):** The Kenton County and Municipal Planning and Zoning Commission, Kenton County, State of Kentucky.

**COMPATIBILITY STANDARDS:** Standards that have been enacted by a local government under the authority of this section for the purpose of protecting and preserving the monetary value of real property located within the local government's jurisdiction.

**COMPLEX (COMMERCIAL):** Multiple sites that do not meet the definition of "Center, integrated" but that meet all of the following criteria: the sites are cumulatively contiguous; the sites form a defined geographic area, typically extending to public streets, highways, waterways or other natural or human-built geographic boundaries; the owners or agents for the owners of the sites have common interests in promoting business and other activity in the defined geographic area.

**COMPREHENSIVE (MASTER) PLAN:** A guide for public and private actions and decisions to assure the development of public and private property in the most appropriate relationships. It shall contain, as a minimum, the following elements:

- A. A statement of goals and objectives, principles, policies, and standards;
- B. A land use plan element;
- C. A transportation plan element;
- D. A community facilities plan element;
- E. May include any additional elements such as, without being limited to, community renewal, housing, flood control, pollution, conservation, natural resources, regional impact, historic preservation, and others.

**CONCEALED LIGHTING:** An artificial light source intended to illuminate the face of a sign, the direct source of which is shielded from public view and surrounding properties.

**CONDITIONAL USE:** A use which is essential to or would promote the public health, safety, or welfare in one or more zones, but which would impair the integrity and character of the zone in which it is located, or in adjoining zones, unless restrictions on location, size, extent, and character of performance are imposed in addition to those imposed within this ordinance.

**CONDITIONAL USE PERMIT:** Legal authorization to undertake a conditional use, issued by the zoning administrator, pursuant to authorization by the board of adjustments, consisting of two parts:

- a. A statement of the factual determination by the board of adjustments which justifies the issuance of the permit; and
- b. A statement of the specific conditions which must be met in order for the use to be permitted.

**CONFORMING USE:** Any lawful use of a building, structure, lot, sign, or fence, which complies with the provisions of this ordinance.

**CONSTRUCTION LIMITS:** The area affected by the grade changes only.

**COUNTY:** Unincorporated Kenton County, State of Kentucky.

**CURB CUT:** Any interruption, or break in the line of a street curb in order to provide vehicular access to a street. In the case of streets without curbs, curb cuts shall represent construction of any vehicular access which connects to said street.

**CUT-OFF:** A light fixture shielded in such a manner that no more than 2.5 percent of the light it emits is projected above the horizontal as determined by photometric test or certified by the manufacturer.

**DECIBEL:** A unit of measurement of the intensity (loudness) of sound. Sound level meters which are employed to measure the intensity of sound are calibrated in "decibels".

**DECIDUOUS TREE:** Not persistent; annual shedding of leaves.

**DEVELOPMENT:** Any man made change to improve or unimproved real estate including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

**DEVELOPMENT PLAN:** Written and graphic material for the provision of a development, including any or all of the following: location and bulk of buildings and other structures, intensity of use, density of development, streets, ways, parking facilities, signs, drainage of surface water, and all other conditions agreed to by the applicant.

**DIAMETER AT BREAST HEIGHT (DBH):** The diameter, in inches, of a tree trunk, measured four and one-half (4-1/2) feet above the existing grade.

**DISTRICT:** For purposes of this ordinance, synonymous with "ZONE".

**DISTURBED LIMITS:** The site area affected by grading changes plus an additional twenty (20) foot area on the perimeter.

**DORMITORY:** A residence hall providing rooms for individuals or groups.

**DWELLING:** Any building which is completely intended for, designed for, and used for residential purposes, but for the purposes of this ordinance, shall not include a hotel-motel, hotel, motel, nursing home, tourist cabins, college or university dormitories, or military barracks.

**DWELLING, ATTACHED, SINGLE - FAMILY:** A dwelling unit which is attached to one or more dwelling units, each of which has independent access to the outside of the building to ground level and which has no less than two (2) exterior walls fully exposed and not in common with the exterior walls of any other unit.

**DWELLING, DETACHED, SINGLE - FAMILY:** A dwelling standing by itself and containing only one (1) dwelling unit, separate from other dwellings by open space, but shall not include mobile homes **and manufactured homes. This definition includes Manufactured Homes, Qualified.**

**DWELLING, TRAILER:** See MOBILE HOME.

**DWELLING, TWO - FAMILY:** A residential building designed, arranged, or used exclusively by two (2) families, living independently of each other.

**DWELLING, MULTI - FAMILY:** A residential building having three (3) or more dwelling units, as separate housekeeping units.

**DWELLING UNIT:** A building, or portion thereof, providing complete housekeeping facilities for one (1) person or one (1) family.

**EASEMENT:** A right, distinct from the ownership of the land, to cross property with facilities such as, but not limited to, sewer lines, water lines, and transmission lines, or the right, distinct from the ownership of the land, to reserve and hold an area for drainage or access purposes.

**EASEMENT, LANDSCAPING OR PLANTING:** The area in which planting must be installed and the setback for buffering between land uses, zones, vehicular use areas, and public or private streets.

**EATING ESTABLISHMENTS -- RESTAURANTS:** A restaurant is an establishment selling food items ordered from a menu and prepared on the premises for immediate consumption.

- A. Carry - out -- A fast service restaurant which does not have sit down eating arrangements and consumption of food on the premises is prohibited (or discouraged).
- B. Drive - in -- A restaurant where consumption of food on the premises is encouraged (in car, no seating facilities) and where food is provided by "car - hop" or self - service.
- C. Sit - Down Restaurants -- Those restaurants which provide seating arrangements.
- D. Combination -- A restaurant which provides any combination of sit down, carry out, and/or drive - in services.

**ESSENTIAL SERVICES:** The erection, construction, alteration, or maintenance, by public utilities or municipal or other governmental agencies, of underground or overhead gas, electrical, steam, or water transmission or distribution systems, collection, communication, supply, or disposal systems; including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, traffic signals, hydrants, and other similar equipment and accessories reasonably necessary for furnishing adequate service or for the public health, safety, or general welfare.

**FAMILY:** Shall consist of one individual, or any number of individuals related by genetics, adoption, marriage, or any number of unrelated individuals occupying a dwelling unit as a single housekeeping unit. The term shall include individuals residing in a residential care facility as defined in KRS 100.984, state licensed adult family homes, homes for the disabled, and foster homes. The term shall not include group homes licensed for juvenile offenders, or other facilities, whether or not licensed by the state, where individuals are incarcerated or otherwise required to reside pursuant to court order under the supervision of paid staff and personnel.

**FAMILY CHILD-CARE HOME:** Family child-care home means a private home that is the primary residence of an individual who provides full or part-time care day or night for six (6) or fewer children who are not the children, siblings, stepchildren, grandchildren, nieces, nephews, or children in legal custody of the provider.

[Ord. # 532.24, Adding definition, 10/29/2024]

Effective on: 10/29/2024

**FARM PRODUCTS:** Fruits, vegetables, mushroom, herbs, nuts, shell eggs, honey, or other bee products, flowers, nursery stock, livestock food products (including meat, milk, cheese, and other dairy products, and fish.

**FARMERS MARKET:** An indoor or outdoor market, open to the public, operated by a one or more Producers, at which (a) at least 75% of the products sold are Farm Products or Value-Added Farm products, and, (b) at least 75% of the vendors regularly participating during the market's hours of operation are Producers, or family members or employees of Producers.

**FENCE:** A structure made of wire, wood, metal, masonry, or other material, including hedges.

**FILLING STATION:** See SERVICE STATION.

**FLOOD:** A general and temporary condition of partial or complete inundation of normally dry land areas from: (a) the overflow of inland waters; (b) the unusual and rapid accumulation of runoff of surface waters from any source; and (c) mudslides (i.e., mudflows) which are proximately caused or precipitated by accumulations of water on or under the ground.

**FLOOD - 100 YEAR FREQUENCY:** The highest level of flooding that, on the average, is likely to occur once every 100 years.

**FLOODPLAIN OR FLOOD PRONE AREA:** Any normally dry land area that is susceptible to being inundated by water from any source.

**FLOODPROOFED:** Water - tight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

**FLOODWAY:** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the 100 - year flood without cumulatively increasing the water surface elevation more than one foot at any point.

**FLOODWAY ENCROACHMENT LINES:** The lines marking the limits of floodways on the official zoning map.

**FLOOR AREA, GROSS:** The sum of the gross horizontal area of the several floors of a dwelling unit or units exclusive of porches, balconies, and garages, measured from the exterior faces of the exterior walls or from the centerline of walls or partitions separating dwelling units.

For uses other than residential, the gross floor area shall be measured from the exterior faces of the exterior walls or from the centerlines of walls or partitions separating such uses and shall include all floors, lofts, balconies, mezzanines, cellars, basements, and similar areas devoted to such uses.

The gross floor area shall not include floors used for parking space when such parking pertains to a residential, commercial, or office used in the same structure.

**FOOT CANDLE:** A unit of measure referring to illumination incident to a single point. One foot candle is equal to one lumen uniformly distributed over an area of one square foot.

**FRATERNITY OR SORORITY:** A club or social activity officially associated with and recognized and supervised by an institution for higher education whose membership is limited exclusively to students of the said institution.

**FRATERNITY/SORORITY HOUSE:** A building used by a fraternity or sorority to provide living quarters for some or all members as well as to provide study, meeting, recreational and other facilities.

**FRONTAGE:** All the property abutting one (1) side of the right-of-way of a street, measured along the right-of-way line of the street between the intersecting lot lines. In no case shall the line along an alley be considered as acceptable frontage. For purposes of this definition, frontage for a building wall shall be measured for the wall that is most nearly parallel to that street. In no case shall the same building wall be considered to have more than one frontage.

**GARAGE, PRIVATE:** A building used for the storage of vehicles and clearly accessory to the principal use permitted.

**HOLIDAY DECORATIONS:** Decorative elements of a temporary nature intended for the acknowledgement of a holiday or holiday season, exclusive of decorations, which contain business, product sales, or service advertising content. Holiday decorations shall not be considered “signs.”

**HOME OCCUPATION:** An accessory use customarily conducted entirely within a dwelling, as permitted herein and further meeting all requirements of this ordinance.

**HOSPITAL (HUMAN CARE):** A building used by medical persons for treatment of persons generally on an in - patient basis.

**HOSPITAL (ANIMAL):** A building used by medical persons for treatment of animals generally on an in-patient basis and may have outside runs.

**HOTEL-MOTEL:** A building or buildings to be used for the temporary abiding place for travelers and transient guests.

**HOUSE TRAILER:** See MOBILE HOME.

**INTERIOR LANDSCAPING:** All landscaping surrounded by the perimeter landscaping, including all vehicular use landscaping.

**JUNK YARD:** An open area where waste materials are bought, sold, exchanged, stored, shredded, baled, packed, disassembled, etc., including, but not limited to, scrap metals, paper, rags, rubber tires, bottles, inoperative motor vehicles, etc.

**KENNEL:** Any area specifically used for the raising, boarding, or harboring of small domestic animals.

**LABORATORY, MEDICAL OR DENTAL:** A building or a portion of a building used for providing bacteriological, biological, medical, x-ray, pathological, and similar analytical or diagnostic services to doctors or dentists.

**LAUNDROMAT:** A business that provides washing, drying, and/or ironing machines for hire to be used by customers on the premises.

**LEASABLE AREA, GROSS:** The floor area occupied exclusively by tenant, including finished basement and mezzanine areas and excluding such areas as elevators, stairways, corridors, and lobbies.

**LEGIBLE:** A sign or message is “Legible” when it can be understood by a person with an eighth-grade education (or more). Where this Article requires a determination of “visibility” or “legibility,” the standard shall be based on the eyesight of an adult eligible to receive a Kentucky driver’s license (wearing any corrective lenses required by such license). Where the height of the person is material to the determination, the person shall be presumed to be more than five feet and less than six feet tall.

**LEGISLATIVE BODY:** The Fiscal Court of Kenton County.

**LEVEL OF SERVICE:** A qualitative measure describing operational conditions within a traffic stream, based on service measures such as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

**LIVESTOCK:** Domestic animals of types customarily raised or kept on farms for profit or other productive purposes.

**LOADING AND/OR UNLOADING SPACE:** A space used for the temporary standing, loading and/or unloading of vehicles.

**LOT:** A parcel of land or any combination of several lots of record, occupied or intended to be occupied by a principal building or a building group, as permitted herein, together with their accessory buildings or uses and such access, yards, and open spaces required under this ordinance.

**LOT AREA:** The total area of a horizontal plane bounded by the front, side, and rear lot lines, but not including any area occupied by rights - of - way, the waters of any lake or river, and shall be in one (1) zone only.

**LOT, CORNER:** A "corner lot" is a lot situated at the intersection of two streets or on a curved street on which the interior angle of such intersection or curved streets does not exceed one hundred thirty - five (135) degrees.

**LOT, DEPTH OF:** The distance measured in the mean direction of the side lot lines from the midpoint of the front lot lines to the midpoint of the rear lot lines.

**LOT, DOUBLE FRONTAGE:** A lot other than a corner lot that has frontage on more than one (1) street.

**LOT, INTERIOR:** A lot, other than a corner lot, with only one (1) frontage on a deeded and occupied public right - of - way.

**LOT LINE, FRONT:** The common boundary line of a lot and a street right - of - way line. In the case of a corner lot or a double frontage lot, the common boundary line and that street right - of - way line toward which the principal or usual entrance to the main building faces.

**LOT LINE, REAR:** The boundary line of a lot which is most nearly opposite the front lot line of such lot. In the case of a triangular or wedge shaped lot, for measurement purposes only, a line ten (10) feet in length within the lot parallel to and at the maximum distance from the front lot line. In the case of a corner lot, providing that all requirements for yard space are complied with, the owner may choose either side not abutting a street as the rear lot line, even though it is not opposite the front lot line. Once the choice has been made, it cannot be changed unless all requirements for yard space can be complied with.

**LOT LINE, SIDE:** Any boundary line of a lot, other than a front lot line or rear lot line.

**LOT OF RECORD:** A designated fractional part or subdivision of a block, according to a specific recorded plat or survey, the map of which has been officially accepted and recorded in the office of the appropriate county clerk, state of Kentucky.

**LOT WIDTH:** The width of the lot as measured along the building front setback line.

**MANSARD ROOF:** A four-sided gambrel-style hip roof. The upper slope is positioned at a shallow angle, while the lower slope is steep.

**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 and installed in accordance with KRS 227.570 by a Kentucky certified installer.

**MINIMUM FRONT YARD DEPTH:** The minimum distance required by this ordinance to be maintained within the lot between a line parallel to the front lot line, as defined herein, and the front lot line.

**MINIMUM REAR YARD DEPTH:** The minimum distance required by this ordinance to be maintained within the lot between a line parallel to the rear lot line, as defined herein, and the rear lot line.

**MINIMUM SIDE YARD WIDTH:** The minimum distance required by this ordinance to be maintained within the lot between a line parallel to the side lot line, as defined herein, and the side lot line.

**MOBILE HOME:** A structure manufactured prior to June 15, 1976, which was not required to be constructed in accordance with the federal act, which is transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width and forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. Mobile homes must be installed in accordance with KRS 227.570 by a Kentucky certified installer.

**MOBILE HOME PARK:** Any lot, parcel, or premises, subdivided, designed, maintained, intended, and/or used to accommodate ten (10) or more mobile homes, and meets the requirements as specified in this ordinance. For the purpose of this ordinance, any lot or premises used for the wholesale or retail sale of mobile homes shall not be included within this definition. Double width mobile structures, which are fabricated on individual chassis with wheels and are designed to be joined shall be considered a mobile home for purposes of this ordinance.

**MODULAR HOUSING:** Housing manufactured off - site, often mass - produced, and designed so that sections are interchangeable. For purposes of this ordinance, this definition shall not include mobile homes.

**N/A:** Where used in the sign regulations, the particular requirement is “not applicable.”

**NEIGHBORHOOD:** A geographical area containing residences or a combination of residences and businesses, which geographical area meets all of the following criteria:

- a. The area shall consist of at least 20 acres that are geographically contiguous;
- b. The area shall have direct access from local streets to one or more collector and/or arterial streets;
- c. The area shall not be part of another designated neighborhood for which permits for which permanent entrance signs have been issued; and
- d. The area shall either have been developed as one planned complex, subdivision or center, or it shall have established its identity as a neighborhood through activities of a community association, neighborhood festivals or other continuing activities separate from the desire for an entrance sign.

**NITA measure of luminance.** One nit is equal to one candela per square meter (1cd/m<sup>2</sup>). Ten thousand nits are equal to one stilb. A candela, on which the definition is based, is a unit of measurement of the intensity of light. Part of the SI system of measurement, one candela (cd) is the monochromatic radiation of 540THz with a radiant intensity of 1/683 watt per steradian in the same direction. Another way of putting it is that an ordinary wax candle generates approximately one candela.

**NONCONFORMING LOT:** A lot which was lawfully created but which does not conform to the minimum area or dimensional requirements specified for the zone in which it is located.

**NONCONFORMING USE OR STRUCTURE:** An activity or a building, sign, fence, structure, or a portion thereof, which lawfully existed before the adoption or amendment of this ordinance, but which does not conform to all of the regulations contained in this ordinance, or amendments thereto, which pertain to the zone in which it is located.

**NOXIOUS MATTER OR MATERIALS:** Matter or material which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects upon the physical or economic well-being of individuals as determined by the appropriate health department.

**NURSERY:** Any building or lot, or portion thereof, used for the cultivation or growing of plants and including all accessory buildings.

**NURSERY SCHOOL:** Any building used for the daytime care or education of preschool age children with or without compensation, and including all accessory buildings and play areas.

**NURSING HOME:** A health establishment which provides nursing care under the direction of a Kentucky licensed physician to patients who, for reason of illness or physical infirmities, are unable to care for themselves properly.

**OCTAVE BAND:** A means of dividing the range of sound frequencies into octaves in order to classify sound according to pitch.

**OCTAVE BAND FILTER:** An electrical frequency analyzer designed according to standards formulated by the American Standards Association and used in conjunction with a sound level meter to take measurements in specific octave intervals.

**ODOROUS MATTER:** Any matter or material that yields an odor which is offensive in any way to a person with reasonable sensitivity.

**OPERATING FARM:** Any agribusiness conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use.

[Ord. # 930.5, Adding definition, 01/24/2023]

Effective on: 1/24/2023

**OWNER - OCCUPANT:** The property owner who will occupy the residence.

**PARKING AREA, OFF - STREET:** An open, surfaced area, other than the right - of - way of a street, alley, or place, used for temporary parking of motor vehicles.

**PARKING BUILDING OR GARAGE:** A building, or portion thereof, designed, intended, and used exclusively for the temporary parking of motor vehicles which may be publicly or privately owned and/or operated.

**PARTICULATE MATTER:** Any material, except uncombined water, which exists in a finely divided, suspended form as a liquid or solid at standard conditions.

**PDS:** Planning and Development Services of Kenton County.

**PEAK HOUR:** The one-hour period during the day when the highest volume of vehicles is utilizing the roadway. It is typical to have separate a.m. and p.m. peak hours.

**PERFORMANCE STANDARDS:** Criteria established to control building enclosure, landscaping, noise, odorous matter, exterior lighting, vibration, smoke, particulate matter, gasses, radiation, storage, fire, and explosive hazards, and humidity, heat, or glare generated by or inherent in, uses of land or buildings.

**PERIMETER LANDSCAPING:** The landscaping surrounding a land use or a vehicular use area.

**PERMANENT FOUNDATION:** A system of supports that is: (1) capable of transferring, without failure, into soil or bedrock, the maximum design load imposed by or upon the structure; (2) constructed of concrete; and (3) placed at a depth below grade adequate to prevent frost damage.

**PLANNED UNIT DEVELOPMENT (PUD):** A large scale, unified land development which permits a mixture of land uses, clustering of residential units of varying types, and common recreation/open spaces, through flexible regulations which encourage creative design to preserve the natural features and foliage of the site.

**PRODUCER:** A person or entity that raises or produces Farm Products on land that the person or entity farms and owns, rents, or leases.

**QUALIFIED MANUFACTURED HOME:** A manufactured home that meets all of the following criteria:

- A. ~~Is manufactured on or after July 15, 2002;~~ Is manufactured on a date not to exceed five (5) years prior to the date of installation and has all parts to operate only during transport removed;
- B. Is affixed to a permanent foundation ~~as~~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 so that its main entrance door faces the street; and
- D. Has a minimum total living area of nine hundred (900) square feet;
- E. A manufactured home that does not meet the minimum width of 20 feet or minimum total living area of 900 square feet may be treated as a qualified manufactured home for purposes of this definition if:
  - 1. The setback requirements or lot dimensions would not reasonably accommodate a home meeting these minimum dimensions;
  - 2. The home is the maximum width and square footage that could reasonably fit on the lot while complying with all applicable setback requirements and other zoning regulations; and
  - 3. The home otherwise meets all other requirements of a qualified manufactured home under this definition.
- ~~E. Is not located in a manufactured home land lease community; and~~
- F. ~~Is compatible, in terms of assessed value, with existing housing located immediately adjacent to: (1) either side of the proposed site within the same block front; (2) adjacent to the rear; or (3) within a one-eighth (1/8) mile radius or less from the proposed location of the qualified manufactured home]~~

**RAILROAD RIGHTS - OF - WAY:** A strip of land within which the railroad tracks and auxiliary facilities for track operation are normally located, but not including freight depots or stations, loading platforms, train sheds, warehouses, car or locomotive shops, or car yards.

**REPLACEMENT TREE:** Any tree planted to meet the requirements of this ordinance, either for landscaping or tree density purposes.

**RESIDENTIAL CLUSTER DEVELOPMENT (RCD):** A large scale, unified land development which permits a clustering of attached and detached single - family residential dwellings, with common recreation/open spaces, through flexible regulations which encourage creative design to preserve the natural features, foliage, and other characteristics of the site.

**REST HOME:** Any building, institution, residence, or home used as a place of abode for the reception and care of three (3) or more persons, who by reasons of age, mental, or physical infirmities, are not capable of properly caring for themselves.

**ROADSIDE STAND:** A direct marketing operation with or without a permanent structure featuring the sale of products that are raised, produced, and processed on the premises.

**SCHOOLS, PAROCHIAL:** An institution or a place for instruction or education belonging to and maintained by a religious organization.

**SCHOOLS, PRIVATE:** An institution or a place for instruction or education belonging to and maintained by a private organization.

**SCHOOLS, PUBLIC:** An institution or place for instruction or education belonging to and maintained under public authority and open to the public for their attendance.

**SEPARATE (LIGHTING OR ILLUMINATION):** A prohibition on separate illumination for a sign does not prohibit indirect, incidental illumination that spills over from a light serving another lawful purpose.

**SERVICE FACILITIES, PUBLIC UTILITIES:** Service facilities include all facilities of public utilities operating under the jurisdiction of the Public Service Commission, or the Department of Motor Transportation, or Federal Power Commission, and common carriers by rail, other than office space, garage and warehouse space and include office space, garage space and warehouse space when such place is incidental to a service facility.

**SERVICE STATION:** Any building, structure, or land, used for the dispensing, sale, or offering for sale, at retail, of any automobile fuels, oils, or accessories and in connection with which is performed general automotive servicing other than body work.

**SHORT TERM RENTAL, OWNER OCCUPIED:** A dwelling unit or room that is rented, leased, or assigned for a tenancy of less than thirty consecutive days in duration and where no meals are served or provided by the host to any guest. The owner/operator of the short-term rental resides on the premises. This term shall not include hotel or motel rooms, extended stay lodging facilities, bed and breakfast inns, or boarding and lodging rooms.

**SHORT-TERM RENTAL, NON-OWNER OCCUPIED:** A dwelling unit or room that is rented, leased, or assigned for a tenancy of less than thirty consecutive days in duration and where no meals are served or provided by the host to any guest. The owner/operator of the short-term rental does not reside on the premises. This term shall not include hotel or motel rooms, extended stay lodging facilities, bed and breakfast inns, or boarding and lodging rooms.

**SIGN:** Any device, fixture, placard or structure, including its component parts, which by display of a visual image draws attention to an object, product, place, activity, opinion, idea, person, institution, organization or place of business, or which identifies or promotes the interests of any person, and which is visible from any public street, road, highway, right-of-way or parking area.

**SIGN, ANIMATED:** a sign which uses movement or change of lighting to simulate action or motion.

**SIGN, DETACHED:** Any sign erected on a freestanding frame, foundation, mast or pole and not attached in any way to any building. Every face of a freestanding sign shall be considered as a separate sign for purposes of computing the sign area.

**SIGN, DIRECTORY:** Any sign providing way-finding information by identifying occupants of specific buildings or units within a building and, where necessary, providing directions for finding such building or unit

**SIGN, PRINCIPAL:** The main freestanding sign on a site. The term is used to distinguish such a sign from other freestanding signs that may be allowed on multi-tenant or large sites.

**SIGN, TEMPORARY:** A sign which is not permanently affixed. This definition is intended to include all devices such as banners, pennants, flags, searchlights, twirling or sandwich type signs, sidewalk or curb signs and balloons or other air or gas filled figures.

**SIGN, WINDOW:** A sign affixed to or installed inside a window and clearly legible to persons outside the building. Note that signs that are installed behind windows but that are legible from other private property or from driving lanes of adjacent streets will be subject to limitations on window signs but will also be regulated as wall signs.

**SITE:** One or more lots or parcels of land that, for purposes of the Zoning Ordinance, are used as a single unit. As an example, but not by way of limitation, a site may include more than one “lot” as shown on a subdivision plat, but, for zoning purposes, the permissible use, setbacks and yard requirements are determined for the larger “site” and not for the individual “lots.”

**SITE TRIP DISTRIBUTION:** Distribution of the development generated site trips to the study area intersections. It is a prediction of the direction in which vehicle trips will access the development.

**SOUND LEVEL METER:** An instrument standardized by the American Standards Association for measurement of intensity of sound.

**STORY:** That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between such floor and the ceiling next above it. For purposes of this ordinance, a basement shall not be counted as a story.

**STORY, HALF:** A story under a gable, hip, or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than three (3) feet above the floor of such story.

**STREET, PRIVATE:** A paved private roadway which affords access to abutting property for private users of such property. For the purposes of density calculations, a private street shall constitute the areas of its paved surface and sidewalks or the private right - of - way if designated on the recorded plat.

**STREET, PUBLIC:** A public roadway, constructed within the boundaries of an officially deeded and accepted public right - of - way, which affords principal means of access to abutting property. For purposes of density calculations, a public street shall constitute all of the area within the public right - of - way.

**STREET, ARTERIAL:** Public thoroughfares which serve the major movements of traffic within and through the community, as identified in the adopted comprehensive plan.

**STREET, COLLECTOR:** Public thoroughfares which serve to collect and distribute traffic, primarily from local to arterial streets.

**STREET, EXPRESSWAY:** A divided arterial highway for through traffic with full or partial control of access, and generally with grade separations at major intersections.

**STREET, FREEWAY:** A divided multi - lane highway for through traffic with all crossroads separated in grades and with full control of access.

**STREET, FRONTAGE ROAD (SERVICE OR ACCESS ROAD):** A street adjacent to a freeway, expressway, or arterial, street separated therefrom by a dividing strip and providing access to abutting properties.

**STREET, LOCAL:** Roadways which are designed to be used primarily for direct access to abutting properties and feeding into the collector street system.

**STRUCTURAL ALTERATION (SIGNS):** As it applies to signs, any change in supporting members of a building or structure, such as foundation, bearing walls, columns, beams or girders. For a sign, any change in or replacement of supporting members of a sign structure, such as foundation, columns, beams or girders shall be considered a structural alteration.

**STRUCTURE:** Anything constructed or erected, the use of which requires permanent location in or on the ground or attachment to something having a permanent location in or on the ground, including such as: buildings, mobile homes, signs, fences, etc.

**SUBDIVISION:** The division of a parcel of land into two or more lots or parcels for the purpose, whether immediate or future, of sale, lease, or building development, or if a new street is involved, any division of a parcel of land; providing that a division of land for agricultural purposes into lots or parcels of five acres or more and not involving a new street shall not be deemed a subdivision. The term includes resubdivision and when appropriate to the context shall relate to the process of subdivision or to the land subdivided.

**SWIMMING POOL, OUTDOOR:** Any structure or device of any kind that is intended for swimming purposes, including but not limited to: any pool or tank of any material or type of construction, or any depression or excavation in any natural or constructed material, or any dike or berm of any material or type of construction; including all appurtenances to such structure or device and all appliances used in connection therewith; which structure or device is intended to cause, or would cause, if completely filled, the retaining of water to a greater depth than eighteen (18) inches at any point. Any such structure or device shall be deemed to be included within the meaning of the term "structure" as used in this ordinance.

Outdoor swimming pools shall be deemed to consist of the following classes: private, semi - public, public, and commercial, as follows:

- a. Private: when consisting of an accessory structure appurtenant to a one - family or a two - family dwelling and used only as such by persons residing on the same lot and their private guests.
- b. Semi - public: when consisting of an accessory structure appurtenant to a multiple dwelling, hotel, motel, church, school, club, etc., and used only as such by persons who reside or are housed on the same lot or who are regular members of such organizations.
- c. Public: a swimming pool operated by a unit of government for the general public.
- d. Commercial: a swimming pool operated for profit, open to the public upon payment of a fee.

**TAVERN:** Any establishment selling alcoholic and nonalcoholic beverages by the drink for consumption on the premises.

**TRAILER:** See CAMPING/VACATION MOBILE UNIT.

**USE, PERMITTED:** A use which may be lawfully established, if permitted, in a particular zone provided it conforms with all requirements of such zone.

**VALUE-ADDED FARM PRODUCT:** Any product processed by a Producer from a Farm Product, such as baked goods, jams, and jellies.

**VARIANCE:** A departure from dimensional terms of this ordinance pertaining to the height, width, or location of structures, and the size of yards and open spaces where such departure meets the requirements of KRS 100.241 to 100.247.

**VEHICLE:** Any device meeting the definition of “motor vehicle” under KRS. §186.010.

**VEHICULAR USE AREA:** Any area containing more than one thousand five hundred (1,500) square feet and used by two or more vehicles for parking, sales, or service, exclusive of driveways.

**YARD DEPTH, FRONT:** An area extending the full width of the lot or building site measured between a line parallel to the street right - of - way line intersecting the foremost point of any building excluding steps and unenclosed porches and the front lot line, as defined herein.

**YARD DEPTH, REAR:** An area extending across the full width of the lot and measured between a line parallel to the rear lot line, as defined herein, which intersects the rearmost point of any building excluding steps and unenclosed porches and the rear lot line.

**YARD WIDTH, SIDE:** An area between any building and the side lot line, as defined herein, extending from the front to the rear yard, or on through lots or building sites from one front lot line to the other front lot line.

**ZONE:** An established area within the city for which the provisions of this ordinance are applicable. (Synonymous with the word "DISTRICT".)

**ZONING ADMINISTRATOR:** The official or officials appointed by the county to administer and enforce the provisions of this ordinance.

## **ARTICLE IX GENERAL REGULATIONS**

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~~SECTION 9.32 COMPATABILITY STANDARDS FOR QUALIFIED MANUFACTURED HOUSING~~

~~PURPOSE: The purpose of compatibility standards for manufactured housing is:~~

1. To permit local governments to adopt and enforce, as part of its zoning regulations, compatibility standards governing the placement of qualified manufactured homes in residential zones, within the local government's jurisdiction, designed to ensure that when a qualified manufactured home is placed in a residential zone, it is compatible, in terms of assessed value, with existing housing located immediately adjacent to (1) either side of the proposed site within the same block front; (2) adjacent to the rear, or (3) within a one-eighth (1/8) mile radius or less from the proposed location of the qualified manufactured home.
- A. A qualified manufactured home that meets the compatibility standards as set forth in Subsections D. 5., and D. 6., of this section, as well as the regulations of the zone in which it is proposed, shall be allowed as a permitted use and as a primary family residence in any residential zone permitting detached single family residential uses.
- B. Applications must be submitted to the zoning administrator demonstrating that the compatibility standards as set forth in Subsections D., 5. and D. 6., have been met and contending that the proposed construction, installation, or relocation of the qualified manufactured home is similar and comparable in exterior appearance, building materials, and living area to other dwelling units that have been constructed on adjacent tracts, lots, and parcels.
- C. The procedures for approval shall be in accordance with the requirements of ARTICLE XVI and the following:
  1. Applications for the placement of qualified manufactured homes shall be submitted with a nonrefundable application fee on a form or forms developed for that purpose to the city zoning administrator. Qualified manufactured homes may not be constructed until after an application has been accepted and approved in accordance with these regulations.
  2. The application shall include (1) only information reasonably necessary to make determination as to conformity with the provisions of this Section of this ordinance; (2) recent photographs of the front, side and rear of the qualified manufactured home exterior finish (whichever is applicable); (3) pictures taken from the proposed site of the dwelling unit in the northerly, easterly, southerly, and westerly directions, and pictures of any adjacent dwelling units. The photographs shall be taken within 30 days prior to the submittal of the application. In addition, each application shall be accompanied by a site plan or plot plan containing appropriate information including, but not limited to, the following:
    - a. Location of all existing buildings, structures, easements, and boundary lines;
    - b. North arrow, scale, city and land lot;
    - c. Existing use of adjacent property;
    - d. Location of all proposed buildings, structures, and land uses.
  3. Applications shall be first reviewed for completeness. If the application is rejected for not being complete, the applicant shall be notified of the reasons for the rejection. The applicant shall be responsible for the satisfaction of all of the comments prior to the resubmission of the revised application.
  4. The application shall be reviewed for compatibility with architectural appearance and similarity with:
    - a. adjacent development or surrounding developments;
    - b. development within the same zone or general area;
    - c. proposed development permitted in the same zone or general area; and;
  5. Compatibility with architectural appearance shall be based on the following:
    - a. floor living space and setbacks;
    - b. siding and exterior materials;
    - c. roof pitch;
    - d. square footage;
    - e. general aesthetic appearance.
  6. Compatibility with the orientation and location of existing structures shall be based on the following:

- a. building height;
- b. building width;
- c. building depth;
- d. building setbacks.

7. A decision of approval, conditional approval or disapproval of a complete application shall be made and the applicant shall be notified in writing. Conditional approval shall require that the specific conditions and the reasons therefore be stated in writing and be agreed to by the applicant; such conditions shall be binding upon the applicant upon agreement. In the case of disapproval, the reasons therefore shall be specifically stated in writing by designating each specific provision of this section or other applicable ordinance that is not met and an explanation as to the reason or reasons why each such provision is not met.]

### SECTION 9.3~~2~~<sup>3</sup> REGULATIONS OF SEXUALLY ORIENTED BUSINESSES

- A. The Fiscal Court of Kenton County, after consultation among the mayors, councils, commissioners and staffs of the municipalities and the county within the County, found that a substantial need exists to revise significantly the ordinances regarding sexually oriented businesses within Kenton County.
- B. The Fiscal Court, in association with Planning and Development Services of Kenton County and the Fiscal Court of adjacent Campbell County its cities in the Northern Kentucky Community, retained Duncan Associates to conduct a study of existing sexually oriented uses and related businesses in Kenton and Campbell Counties, which is part of a single, larger community.
- C. Duncan Associates assigned two nationally-known planners, Eric Damian Kelly, FAICP and Connie B. Cooper, FAICP, to conduct that study
- D. Kelly and Cooper have completed that study, including the following elements:
  - 1. Field study, involving visits to all identified existing sexually oriented businesses in Kenton and Campbell Counties;
  - 2. Meetings with stakeholder groups involved in these businesses;
  - 3. Consultation with the Kenton County, Campbell County Attorney, and the city attorneys for certain cities, and the community at large on this issue;
  - 4. Consultation with the professional staff of Planning and Development Services of Kenton County on this issue;
  - 5. Review of studies and litigation concerning sexually oriented businesses in other communities;
  - 6. Investigation of regulatory approaches to massage therapy;
  - 7. Review of existing ordinances in Kenton and Campbell Counties;
  - 8. Review of similar ordinances in a number of communities outside the Commonwealth of Kentucky;
  - 9. Review of Kentucky statutes related to regulating sexually oriented businesses.
- E. Duncan Associates has summarized this work and presented recommendations to Planning and Development Services of Kenton County and Kenton and Campbell Counties and their cities in an August 2003 report entitled "Site Visit Analysis: Sexually Oriented and Related Businesses in Kenton and Campbell Counties" (hereinafter called simply the "Kelly and Cooper Study").
- F. That study has also been made available to the legislative bodies of Kenton and Campbell Counties for their consideration and use.
- G. That study has been accepted and used by the Fiscal Court of Kenton County in adopting the countywide licensing ordinance, Kenton County Ordinance No. 451.9, as amended, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus in 2004.

- H. The United States Supreme Court in *City of Renton v. Playtime Theater, Inc.*, 475 U.S. 41 (1986), held that local governments may rely upon the experiences of other cities as well as on its own studies in enacting local legislation to regulate sexually oriented businesses;
- I. The United States Supreme Court in *Renton* and other cases has held that a local government may regulate such uses through content-neutral, time, place, and manner restrictions, so long as said regulations are designed to serve the government interest and do not unreasonably omit avenues of communication, and are aimed not at the content of protected speech within said establishments but rather at the secondary effects of said establishments on the surrounding communities.
- J. The study by Kelly and Cooper found extensive physical interaction between patrons and dancers at many of the establishments in both Kenton and Campbell Counties.
- K. Covington, the only municipality in Kenton County that has had sexually oriented businesses within its border, from January 1, 2002, to February 11, 2004, the police made a total of 469 calls to sexually oriented businesses in the city. The crimes committed at these establishments during this time period included robbery, assault, fraud, malicious mischief, public intoxication, and possession of illegal drugs. In addition, on June 13, 2003, Covington police arrested three individuals for prostitution-related charges at Liberty's Show Lounge, a sexually oriented cabaret in the city.
- L. As the Sixth Circuit Court of Appeals noted in a decision addressing issues related to the Adult Entertainment ordinance in the City of Newport (Campbell County), there is a long history underlying efforts to regulate sex businesses in Northern Kentucky:
- Defendant City of Newport ("City" or "Newport") long ago gained a reputation as home to a veritable smorgasbord of vice, attracting patrons from across the nation. For decades, the small city was considered the Midwest's answer to Las Vegas, and leaders of organized crime were said to operate its gambling casinos and nightclubs.
- In the 1960's, public pressure began to demand that Newport be cleaned up. This pressure has continued until the present, with varying degrees of success.
- A 1986 report generated by the Newport Alcoholic Beverage Control Administrator indicated that of 28 adult bars opened since 1978 (including successive bars at the same site), 21 had had at least one prostitution-related conviction, and 18 had had multiple convictions. Def. Ex. K, p. 2. The report explained that "all of the prostitution in businesses with adult entertainment involved an alcoholic beverage as the median [sic] of exchange and the solicitation of such drinks by 'mixers.'" Id. In all, 98% of prostitution arrests in Newport occurred in the vicinity of these bars. Id. Adult entertainment establishments, which constituted 12% of all businesses serving alcohol, accounted for 17% of all police runs. Def. Ex. K, p. 21.
- A later review, conducted in 1990 by the Newport License Inspector, documented the continued prostitution arrests occurring at several adult dancing establishments. Def. Ex. G. Moreover, the City determined that over \$ 70,000 was expended in 1990 to target, patrol and prosecute the illicit behavior occurring in and around the bars. Def. Ex. H.
- Several of Newport's citizens, merchants and church groups also opposed the presence of the semi-nude dancing clubs. These groups generally believed that the adult entertainment clubs were "clouds over [the] neighborhood that keep [it] from growing in the [right] direction." See Def. Ex. I (letter to Mayor from Taylors Landing Business District). Complaints commonly expressed were that the seamy establishments deterred other merchants from locating in Newport's business district, deterred shoppers, served a poor example for the City's youth, and generally tarnished the City's image. Id.
- Bright Lights, Inc., v. City of Newport*, 830 F. Supp. 378, 380-81 (E. D. Ky. 1993).
- Based on those findings, the court went on to hold in relevant part:

Having considered the matter carefully, the court concludes that some leeway must be afforded the reform efforts of the City Council of Newport. This body has been elected by the citizens to attempt to "clean up the image" of the City.

To do this, it must overcome the sleazy impression of Newport and Northern Kentucky that survives from "the heyday" when things ran wide open; reform candidates were literally drugged and framed for morals offenses by public officials and police officers; the members of reform citizens groups were vilified and harassed; and a "liberal" in local parlance was a person favoring the continued open and notorious violation of the gambling and morals laws.

To illustrate that the Council's perception of a need to clean up the image of the City is not paranoid, the court notes the following statements in a national magazine's satirical Chapter on Newport's big sister, the city of Cincinnati.

"The city's streets fairly shine; the odd litterer draws a scornful stare. Wide avenues, bosky side streets, the most inviting of thoroughfares. And clean. So clean. No X-rated movie theaters, no adult-book stores, no bare-breasted night joints soil these streets, all of them long ago jettisoned over to the Kentucky side of the river."

Peter Richmond, "Town Without Pity," *Gentlemen's Quarterly*, July 1993, at 102, 104.

This court holds that the City of Newport has the right to secede as Cincinnati's combat zone.

The court holds that the City has "an important and substantial governmental interest" in advancing these reform goals, which interest is furthered by the ordinances in question. Barnes, 111 S. Ct. at 2461. The court further finds and holds that in the case of the City of Newport, given its unique history, the ordinances' "incidental restriction on alleged First Amendment freedoms is no greater than is essential to the furtherance of that interest." *Id.* (quoting O'Brien, 391 U.S. at 376-77, 88 S. Ct. at 1678-79).

Newport's image affects that of all of Northern Kentucky, a community of nearly 300,000 people. That City and its community have the right to project a progressive and decent image. The nudity ordinances contribute to the enhancement of this interest and will be upheld. 830 F.Supp. at 384;

- M. The Supreme Court had earlier noted in upholding another regulation in Newport, "it is plain that, as in *Bellanca*, the interest in maintaining order outweighs the interest in free expression by dancing nude." *Newport v. Iacobucci*, 479 U.S. 92, 97, 93 L. Ed. 2d 334, 340, 107 S. Ct. 383, 386 (1986). Although the significance of the opinion itself is now questionable (see *J&B Social Club # 1 v. City of Mobile*, 966 F. Supp. 1131, 1135 (S.D. Ala. 1996)), the quoted part of the opinion stands unchallenged.
- N. The cities of Covington and Newport continue their efforts to improve their image. Since 1985, Covington has redeveloped its riverfront, creating several new office towers, high-end condominiums, hotels, and a convention center. In Newport, in conjunction with private development and Southbank Partners, Inc., the City has built a major entertainment center along the river. This initiative has promoted improved pedestrian and transit connections in Northern Kentucky's river cities to and from the stadiums and other attractions along the Cincinnati riverfront.
- O. Despite these efforts, the areas of downtown Covington and Newport away from the riverfront continue to suffer in many ways. The study by Kelly and Cooper found in the area near to existing sexually oriented uses a number of building vacancies and building maintenance falling far short of that found in the revitalized areas near the river.
- P. The Kenton County Fiscal Court respects the Constitutional rights of its citizens, including the right to present certain types of entertainment that may not appeal to the entire population. Through this ordinance, it is the desire of the Kenton County Fiscal Court to balance the Constitutional rights of businesses that present sexually oriented entertainment with the Kenton County Fiscal Court interests in ensuring that this community not suffer from the same sorts of adverse effects that Covington and Newport have long suffered.
- Q. From long experience in Covington and Newport, as well as from the following studies and others not listed, the Kenton County Fiscal Court also finds that such businesses may have primary and secondary effects involving

crimes related to the activities in the establishments, of which prostitution and crimes of violence are those of greatest concern. See for example:

1. "Final Report to the City of Garden Grove: The Relationship between Crime and Adult Business Operations on Garden Grove Boulevard," Richard W. McCleary, Ph.D., James W. Meeker, J.D., Ph.D., October 23, 1991.
  2. "Survey of Appraisers: Fort Worth and Dallas – Effects of Land Uses on Surrounding Property Values," Duncan Associates, Eric Damian Kelly, FAICP, and Connie B. Cooper, FAICP, September 2004.
  3. "Adult Entertainment Businesses in Indianapolis, An Analysis," 1984.
  4. "Adult Business Study," by City of Phoenix Planning Department, May 25, 1979.
  5. "Effects on Surrounding Area of Adult Entertainment Businesses in Saint Paul," June 1978, City of Saint Paul Division of Planning, Department of Planning and Management; and Community Crime Prevention Project, Minnesota Crime Control Planning Board.
  6. "Staff Report, Whittier City Planning Commission; Subject: Adult Business Regulations," July 11, 1994.
  7. "Adult Entertainment Study," Department of City Planning, City of New York, Second Printing, November 1994.
  8. "Adult Use Study," Newport News Department of Planning and Development, March 1996.
  9. "A Report on the Secondary Impact of Adult Use Businesses in the City of Denver," prepared by multiple city departments for Denver City Council, January 1998.
  10. "Survey of Appraisers in Monroe County, New York," Summer 2000. For detailed results of the survey, see Kelly and Cooper, Everything You Always Wanted to Know about Regulating Sex Businesses, Planning Advisory Service Report No. 495-96. Chicago: American Planning Association, 2000; pages 51-57.
  11. The Tucson "study" consisting of two memos: one from the Citizens Advisory Planning Committee, addressed to the Mayor and City Council, and dated May 14, 1990; and the other from an Assistant Chief of Police to the City Prosecutor, regarding "Adult Entertainment Ordinance," dated May 1, 1990.
- R. The Kenton County Fiscal Court recognizes that some of the cited studies included bars without sexually oriented entertainment among the businesses studied; the Kenton County Fiscal Court finds, nevertheless, that addressing the establishments that have live, sexually oriented entertainment is a more critical local issue than that of bars without such entertainment, for three reasons:
1. Bars in Kentucky are already regulated by the Commonwealth, and those state regulations directly address many of the concerns that arise with the service of alcohol;
  2. The local history of prostitution and sex-related crimes has largely been related to businesses with live, sexually oriented entertainment, and not with other establishments that serve alcohol; and
  3. The interaction between dancers who are paid to work with very limited clothing and the customers who pay to see them work in the establishments with live entertainment creates a sexually charged environment and the opportunity to negotiate for the provision of additional services that do not involve dancing or other protected expression and that are simply unacceptable under the standards of the County and its citizens.
- S. As noted earlier in these findings, there is a long local history of prostitution and sex-related crimes at or incident to the operation of establishments with live, sexually oriented entertainment. Further, the studies shown herein provide further evidence of the potential crime-related secondary effects from such businesses. Although the methodologies and quality of these studies vary somewhat, local experience has demonstrated to the Kenton County Fiscal Court that the relationship between crime and such establishments is a fact in Northern Kentucky and not just a theory published in a study.
- T. The Kenton County Fiscal Court has reviewed evidence and testimony presented at public meetings before the County, and information based on the past experiences of the Kenton and Campbell Counties and the cities of Covington and Newport, the experiences of the County Attorneys' offices prosecuting numerous and varied offenses that have occurred in and around the sexually oriented entertainment establishments, and based upon

the documented experiences of other governmental units within Kentucky and elsewhere in dealing with the impact of sexually oriented entertainment, that such businesses can, if not properly regulated, be deleterious to said community.

- U. The Kenton County Fiscal Court finds that the countywide licensing ordinance related to sexually oriented businesses and service oriented escort bureaus adopted by the Fiscal Court of Kenton County is an effective tool for addressing the many operational issues that can arise with such businesses.
- V. The Kenton County Fiscal Court finds that amendments to the city's Zoning Ordinance regarding the location and design of such businesses are important variables in the nature and extent of adverse secondary effects of sexually oriented businesses on the community, and further finds that location and design are among the types of issues that are typically addressed through zoning.
- W. Based on the recommendations of Kelly and Cooper, which are based on their experience in other communities and their review of the studies cited above and other local efforts to address such secondary effects, the Kenton County Fiscal Court finds that the following principles are essential to effective zoning controls of sexually oriented businesses:
  - 1. Sexually oriented businesses should, to the maximum extent practicable, be separated from one another by a distance that is greater than a convenient walking distance, because experience elsewhere has shown that the location of such businesses near one another may increase the adverse secondary effects, particularly those related to crime, by a greater than arithmetic factor;
  - 2. Although there are currently several such businesses located near one another in Covington's downtown area, the Covington City Commission has determined that the City will not attempt to require these existing businesses be relocated;
  - 3. Sexually oriented businesses have the greatest adverse effect on residential neighbourhoods and should thus be separated to the maximum extent practicable from residential neighbourhoods;
  - 4. Sexually oriented businesses are likely to attract criminal elements that prey on "soft targets," including children, and it is thus important to separate sexually oriented businesses from schools, parks, recreation centers, and religious institutions, all of which are places where children are likely to congregate, often without parental protection;
  - 5. Also because of the tendency of sexually oriented businesses to attract criminal elements that prey on soft targets, it is important to seek locations for such businesses that are not located along pedestrian routes, where young people, old people and others who are vulnerable, are likely to walk in going about their day-to-day business. Thus, locations to which the primary access is by automobile minimize the risk of persons going about their daily business encountering persons who are visiting or even loitering around the sexually oriented business;
  - 6. Experiences in other communities show that private booths, back rooms, "VIP" rooms and other small and private spaces in sexually oriented businesses create the opportunity for casual sexual activity and create logistical difficulties and risks of physical endangerment for police officers responsible for dealing with such activities. For that reason, it is essential that movies, performances and other activities at sexually oriented businesses should be permitted only in large rooms that are open and visible to management, other patrons and code and police officers who may visit the establishment during operating hours.
- X. FINDINGS: The facts and other matters set forth in the previous clauses that form the preamble to this ordinance are hereby adopted as findings of fact in support of the legislative action of the Kenton County Fiscal Court in adopting this amendment to the Zoning Ordinance. Upon adoption of this zoning amendment, these shall be incorporated into the Zoning Code by reference as if fully set forth therein to the adopting Resolution.

Y. DEFINITIONS:

**CABARET OR THEATER, SEXUALLY ORIENTED** – a building or portion of a building which provides or allows the provision of sexually oriented entertainment to its customers or which holds itself out to the public as an

establishment where sexually oriented entertainment is available. Signs, advertisements or an establishment name including verbal or pictorial allusions to sexual stimulation or gratification or by references to “adult entertainment,” “strippers,” “showgirls,” “exotic dancers,” “gentleman’s club,” “XXX” or similar terms, shall be considered evidence that an establishment holds itself out to the public as an establishment where sexually oriented entertainment is available.

**CUSTOMER** – any person who:

- a. Is allowed to enter a business in return for the payment of an admission fee or any other form of consideration or gratuity; or
- b. Enters a business and purchases, rents, or otherwise partakes of any material, merchandise, goods, entertainment, or other services offered therein; or
- c. Enters a business other than as an employee, vendor, service person, or delivery person.

**DAY CARE CENTER** – a licensed facility providing care, protection and supervision for children 12 years old or younger or for any individual who is deemed mentally challenged.

**DISPLAY PUBLICLY** – the act of exposing, placing, posting, exhibiting, or in any fashion displaying in any location, whether public or private, an item in such a manner that it may be readily seen and its content or character distinguished by normal unaided vision viewing it from a street, highway, or public sidewalk, or from the property of others or from any portion of the premises where items and material other than sexually oriented media are offered for sale or rent to the public.

**ENCOUNTER CENTER, SEXUALLY ORIENTED** – a business or enterprise that, as one of its principal purposes, offers: physical contact between two or more persons when one or more of the persons is in a state of nudity or semi-nudity.

**ENTERTAINER, SEXUALLY ORIENTED** – any person paid as an employee, contractor, subcontractor, or agent of the operator of a cabaret who frequently appears in a state of semi-nudity at any establishment regulated by this chapter.

**ENTERTAINMENT, SEXUALLY ORIENTED** – any of the following activities, when performed by a sexually oriented entertainer at a sexually oriented business that is required to be licensed: dancing, singing, talking, modeling (including lingerie or photographic), gymnastics, acting, other forms of performing, or individual conversations with customers for which some type of remuneration is received.

**ESCORT** – a person who is held out to the public to be available for hire for monetary consideration in the form of a fee, commission, or salary, and who for said consideration consorts with or accompanies or offers to consort with or accompany, another or others to or about social affairs, entertainments, or places of amusement or within any place of public resort or within any private quarters, and shall include a “service oriented escort;” for purposes of this ordinance, the term “escort” shall not include any person who would be understood by a reasonably prudent person as providing “babysitting” services or working as an assisted living companion to the elderly, infirm, disabled, or handicapped, and shall further not include licensed health professionals.

**ESCORT, SERVICE ORIENTED** – an escort that:

- a. operates from an open office;
- b. does not advertise that sexual conduct will be provided to the patron or work for an escort bureau that so advertises; and
- c. does not offer to provide sexual conduct.

**ESCORT BUREAU, SERVICE ORIENTED** – an escort bureau that

- a. maintains an open office at an established place of business;

- b. otherwise operates in full accordance with the countywide licensing ordinance, Kenton County Ordinance No. 451.9, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus, as such ordinance may be amended from time to time.

**ESCORT, SEXUALLY ORIENTED** – an escort who:

- a. works for (either as an agent, employee, or independent contractor), or is referred to a patron by a sexually oriented escort bureau; or,
- b. either advertises that sexual conduct will be provided, or works for (either as an employee, agent, or independent contractor), or is referred to a patron by an escort bureau that so advertises; or,
- c. offers to provide or does provide acts of sexual conduct to an escort patron, or accepts an offer or solicitation to provide acts of sexual conduct for a fee from an escort patron or a prospective escort patron.

**ESCORT BUREAU, SEXUALLY ORIENTED** – an escort bureau that operates in any of the following manners:

- a. engages in fraudulent, misleading, or deceptive advertising that is designed to make the prospective client believe that acts of prostitution (as defined under Kentucky law) will be provided; or,
- b. collects money (whether paid in advance or paid after the promised proscribed act) for the promise of acts of prostitution by its escorts; or,
- c. uses as escorts persons known to have violated the law regarding prostitution, and refuses to cease the use of such a person; or,
- d. operates an escort bureau as a “call girl” prostitution operation; or,
- e. advertises that sexual conduct will be provided to a patron or customer, or that escorts which provide such sexual conduct will be provided, referred, or introduced to a patron or customer; or,
- f. solicits, offers to provide, or does provide acts of sexual conduct to an escort patron or customer; or,
- g. employs or contracts with a sexually oriented escort, or refers or provides to a patron a sexually oriented escort.

**ESTABLISHMENT** – any business regulated by this Section.

**EXPLICIT SEXUAL MATERIAL** – any pictorial or three dimensional material depicting human masturbation, deviate sexual intercourse, sexual intercourse, direct physical stimulation of unclothed genitals, sadomasochistic abuse, or emphasizing the depiction of post-pubertal human genitals; provided, however, that works of art or material of anthropological significance shall not be deemed to fall within the foregoing definition.

**FLOOR AREA, GROSS PUBLIC** – the total area of the building accessible or visible to the public, including showrooms, motion picture theaters, motion picture arcades, service areas, behind-counter areas, storage areas visible from such other areas, restrooms (whether or not labeled “public”), areas used for cabaret or similar shows (including stage areas), plus aisles, hallways, and entryways serving such areas.

**FREQUENTLY** – two or more times per month.

**MASSAGE** – touching, stroking, kneading, stretching, friction, percussion, and vibration, and includes holding, positioning, causing movement of the soft tissues and applying manual touch and pressure to the body (excluding an osseous tissue manipulation or adjustment).

**MASSAGE PARLOR** – any business offering massages that is operated by a person who is not a state licensed “massage therapist” or that provides massages by persons who are not state licensed massage therapists.

**MASSAGE THERAPY** – the profession in which a certified massage therapist applies massage techniques with the intent of positively affecting the health and well being of the client.

**MASSAGE THERAPIST** – a person licensed as a massage therapist in accordance with the provisions of Kentucky Rev. Statues §309.350 et seq.

**MEDIA** – anything printed or written, or any picture, drawing, photograph, motion picture, film, videotape or videotape production, or pictorial representation, or any electrical or electronic reproduction of anything that is or may be used as a means of communication. Media includes but shall not necessarily be limited to books, newspapers, magazines, movies, videos, sound recordings, CD-ROMS, DVDs, other magnetic media, and undeveloped pictures.

**MEDIA, SEXUALLY ORIENTED** – magazines, books, videotapes, movies, slides, CDs, DVDs or other devices used to record computer images, or other media which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas.”

**MEDIA STORE WITH SOME SEXUALLY ORIENTED MEDIA** – a retail book, video or other media store that has sexually explicit media that constitutes more than 10 percent but not more than 40 percent of its inventory or that occupies more than 10 percent but not more than 40 percent of its gross public floor area.

**MEDIA STORE, SEXUALLY ORIENTED** – an establishment that rents and/or sells sexually oriented media, and that meets any of the following three tests:

- a. More than forty percent (40%) of the gross public floor area is devoted to sexually oriented media; or
- b. More than forty percent (40%) of the stock in trade consists of sexually oriented media; or
- c. It advertises or holds itself out in any forum as a “XXX,” “adult” or “sex” business, or otherwise as a sexually oriented business, other than sexually oriented media outlet, sexually oriented motion picture theater, or sexually oriented cabaret.

**MODELING STUDIO, SEXUALLY ORIENTED** – an establishment or business that provides the services of live models modeling lingerie, bathing suits, or similar wear to individuals, couples, or small groups in a space smaller than 600 feet.

**MOTEL, SEXUALLY ORIENTED** – a hotel, motel, or similar commercial establishment that meets any of the following criteria:

- a. Offers accommodations to the public for any form of consideration and provides patrons with sexually oriented entertainment or transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas;”
- b. Marketed as or offered as “adult,” “XXX,” “couples,” or “sexually oriented.”

**MOTION PICTURE ARCADE, SEXUALLY ORIENTED** – a building or portion of a building wherein coin-operated, slug-operated, or for any other form of consideration, electronically, electrically, or mechanically controlled still or motion picture machines, projectors, video or laser disc players, or other image-producing devices are maintained to show images of “specified sexual activities” or “specified anatomical areas.”

**MOTION PICTURE ARCADE BOOTH, SEXUALLY ORIENTED** – any booth, cubicle, stall, or compartment that is designed, constructed, or used to hold or seat customers and is used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means or medium (including, but not limited to, film, video or magnetic tape, laser disc, CD-ROMs, books, DVDs, magazines or periodicals) to show images of “specified sexual activities” or “specified anatomical areas” for observation by customers therein. The term “booth,” “arcade booth,” “preview booth,” and “video arcade booth” shall be synonymous with the term “motion picture arcade booth.”

**MOTION PICTURE THEATER, SEXUALLY ORIENTED** – a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are frequently shown that are characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas” or that are marketed as or offered as “adult,” “XXX,” or sexually oriented. Frequently shown films, motion

pictures, videocassettes, slides or other similar photographic reproductions as characterized herein do not include sexually oriented speech and expressions that take place inside the context of some larger form of expression.

**NUDE MODELING STUDIO** – any place where a person who appears in a state of nudity or semi-nudity and is to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration. “Nude model studio” shall not include a proprietary school licensed by the Commonwealth of Kentucky or a college, junior college, or university supported entirely or in part by public taxation; a private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.

**NUDITY OR STATE OF NUDITY** – the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering, the showing of the female breast with less than a fully opaque covering of any part of the areola or nipple, or the showing of the covered male genitals in a discernibly turgid state. See, also, Semi-nude.

**OPERATOR** – any person operating, conducting, or maintaining a business regulated under this Chapter.

**OWNER(S)** – the individual owner of an establishment, or if the legal owner is a corporation, partnership, or limited liability company, the term shall include all general partners, any limited partner with a financial interest of ten percent (10%) or more, all corporate officers and directors, and any shareholder or member with a financial interest of ten percent (10%) or more. “Owner” includes the spouse(s) of any of the above individuals.

**PERSON** – an individual, firm, partnership, joint-venture, association, independent contractor, corporation (domestic or foreign), limited liability company, trust, estate, assignee, receiver or any other group or combination acting as a unit.

**PREMISES** – the physical location at which a business operates; as used in this Chapter, the term shall include all parts of that physical location, both interior and exterior, which are under the control of the subject business, through ownership, lease or other arrangement.

**PRIMARY ENTERTAINMENT** – entertainment that characterizes the establishment, as determined (if necessary) from a pattern of advertising as well as actual performances.

**PROTECTED LAND USE** – residential zoning district, school, religious institution, park, library, public recreation area, or day care center.

**PUBLIC AREA** – a portion of a sexually oriented business, excluding sexually oriented motels, that is accessible to the customer, excluding restrooms, while the business is open for business.

**SADOMASOCHISTIC PRACTICES** – flagellation or torture by or upon a person clothed or naked, or the condition of being fettered, bound, or otherwise physically restrained on the part of one so clothed or naked.

**SEMI-NUDE OR IN A SEMI-NUDE CONDITION** – the showing of the female breast below a horizontal line across the top of the areola at its highest point. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast, exhibited by a dress, blouse, skirt, leotard, bathing suit, or other apparel, provided the areola is not exposed in whole or in part.

**SEX SHOP** – an establishment offering goods for sale or rent and that meets any of the following tests:

- a. It offers for sale items from any two (2) of the following categories: sexually oriented media; lingerie; leather goods marketed or presented in a context to suggest their use for sadomasochistic practices; sexually oriented novelties; and the combination of such items constitute more than ten percent (10%) of its stock in trade or occupies more than 10 percent (10%) of its floor area;
- b. More than five percent (5%) of its stock in trade consists of sexually-oriented toys or novelties; or

- c. More than five percent (5%) of its gross public floor area is devoted to the display of sexually oriented toys or novelties.

**SEXUALLY ORIENTED BUSINESS** – an inclusive term used to describe collectively the following businesses: sexually oriented cabaret or theater; sexually oriented entertainment; sexually oriented motion picture theater; sexually oriented motion picture arcade; sexually oriented encounter center; sexually oriented media store; sexually oriented escort bureau; bathhouse; massage parlor; sex shop; sexually oriented modeling studio; or any other such business establishment whose primary purpose is to offer sexually oriented entertainment or materials. This collective term does not describe a specific land use and shall not be considered a single use category for purposes of the County or any applicable municipal zoning code or other applicable ordinances.

**SEXUALLY ORIENTED BUSINESS LICENSE** – any license applied for under the countywide licensing ordinance, Kenton County Ordinance No. 451.9 as amended, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus, adopted in 2004.

**SEXUALLY ORIENTED TOYS OR NOVELTIES** – instruments, devices, or paraphernalia either designed as representations of human genital organs or female breasts or designed or marketed primarily for use to stimulate human genital organs.

**SPECIFIED ANATOMICAL AREAS** – include:

- a. Less than completely and opaquely covered human genitals, pubic region, or the areola or nipple of the female breast; and
- b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered; and
- c. Areas of the human anatomy included in the definitions of “nude” or “nudity.”

**SPECIFIED SEXUAL ACTIVITIES** – Acts of human masturbation, sexual intercourse, or sodomy. These activities include, but are not limited to the following: bestiality, erotic or sexual stimulation with objects or mechanical devices, acts of human anilingus, cunnilingus, fellatio, flagellation, masturbation, sadism, sadomasochism, sexual intercourse, sodomy, or any excretory functions as part of or in connection with any of the activities set forth above with any person on the premises. This definition shall include apparent sexual stimulation of another person’s genitals whether clothed or unclothed.

Z. PROHIBITED USES: The following uses are prohibited in the Kenton County Fiscal Court and county-wide under Kenton County Ordinance No. 451.9, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus. No Zoning Permit shall be issued for the following prohibited businesses:

1. Sexually oriented motion picture arcade or booth;
2. Sexually oriented encounter center;
3. Sexually oriented motel;
4. Sexually oriented massage parlor or any business offering massages that is operated by a person who is not licensed as a massage therapist in accordance with the provisions of Kentucky Rev. Statutes §309.350 et seq.;
5. Sexually oriented modeling studio;
6. Sexually oriented nude modeling studio; and
7. Sexually oriented escort bureau.

AA. PERMITTED USES: The following uses are permitted if they hold an approved Zoning Permit and a valid License approved under the county-wide Kenton County Ordinance No. 451.9, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus:

1. Media store with some sexually oriented media (not subject to licensing);

2. Sexually oriented media store;
3. Sex shop;
4. Service oriented escort bureau;
5. Sexually oriented motion picture theatre; and
6. Sexually oriented cabaret or theatre.

AB. PERMITTED ZONING DISTRICTS:

1. A media store carrying some sexually oriented media is permitted in any zoning district where other retail establishments are permitted.
2. A sexually oriented media store, sex shop or service oriented escort bureau is permitted in the following zoning districts if it holds an approved Zoning Permit and a valid License approved under the county-wide Kenton County Ordinance No. 451.9, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus:
  - a. SC (Shopping Center) Zone
3. A sexually oriented business featuring on-premise entertainment such as sexually oriented motion picture theatre, cabaret or theatre is permitted in the following zoning districts if it holds an approved Zoning Permit and a valid Kenton County Sexually Oriented Business License:
  - a. HC-1 (Highway Commercial One) Zone
  - b. HC-3 (Highway Commercial Three) Zone
  - c. LHS (Limited Highway Service) Zone
  - d. LSC (Limited Service Commercial) Zone
  - e. SC (Shopping Center) Zone
  - f. All Industrial (I) Zones, except for the IP (Industrial Park) Zone

AC. ZONING PERMIT: Any application for a sexually oriented business Zoning Permit shall be processed in accordance with [ARTICLE XVI](#) of the Zoning Ordinance with the following additional requirements:

1. Zoning Permit and License Required
  - a. Permit and license required. Each sexually oriented business or service oriented escort bureau is required to obtain a Zoning Permit under the City of Covington's Zoning Code and License under the countywide licensing ordinance, Kenton County Ordinance No. 451.9 as amended, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus. However, no license is required for a media store with some sexually oriented media.
  - b. Order of submissions. For a new sexually oriented business or service oriented escort bureau, the process is designed for the applicant to apply for a Zoning Permit first and Kenton County License second.
  - c. Application Contents: In addition to the other requirements of an application for a Zoning Permit, the applicant shall submit to the Zoning Administrator at least the following:
    1. A complete description of the exact nature of the business to be conducted;
    2. A location plan, showing the location of the property and the applicant's identification of any school, religious institution, public recreation area, park or day care center within 1,500 feet of the property;
    3. A sketch of the exterior and interior of the premises, showing all areas that will be open to the public and their purposes, the dimensions of such areas, all entrances and exits, the location of the screen for a motion picture theatre, the location and dimensions of the stage for a cabaret or theatre;
    4. A parking plan; and

5. A lighting and signage plan, showing fixtures that are adequate in number, design and location to meet the lighting requirements and applicable provisions of the countywide licensing ordinance, Kenton County Ordinance No. 451.9 as amended, establishing licensing requirements for sexually oriented businesses and service oriented escort bureaus.

AD. GENERAL STANDARDS:

1. General Standards related to sexually oriented businesses and service oriented escort bureaus.
  - a. Separation distances. No retail-only sexually oriented business (sexually oriented media store or sex shop) or service oriented escort bureau shall be located within 500 feet of any area within the zoning districts having the designation of “residential” as the district classification or within 500 feet of any parcel of land occupied by a school, religious institution, park, library, public recreation area, or day care center (considered “protected uses”) in any other district.
  - b. Separation distances. No sexually oriented business offering on-premise entertainment (sexually oriented motion picture theatre, cabaret or theatre) shall be located within 1000 feet of any area within the zoning districts having the designation of “residential” as the district classification or within 1000 feet of any parcel of land occupied by a school, religious institution, park, library, public recreation area, or day care center in any other district.
  - c. Separation distances. No sexually oriented business shall be located within 1,000 feet of any other sexually oriented business or service oriented escort bureau; this restriction shall require such a separation regardless of whether it is located within the city or within the county.
  - d. Single use. There shall be no more than one type of sexually oriented business or service oriented escort bureau at any one location.
  - e. Nonconformity. No legally established and permitted sexually oriented business or service oriented escort bureau shall become nonconforming through subsequent establishment of a school, religious institution, park, library, public recreation area, or day care center (protected uses); nor shall a Zoning Permit for a sexually oriented business or service oriented escort bureau be denied based on the filing of a Zoning Permit application for a protected use after the filing of such application for a sexually oriented business.
  - f. Measurement method. Where this section requires that one use be separated from another use, measurements shall be made in accordance with this subsection. For a use which is the only use or the principal use on a lot or parcel, the measurement shall be made from property line to property line from a point nearest to the use for which the measurement is being made. If the use is located in a multi-tenant building, then the distance shall be measured from the portion of the building of the leasehold or other space actually controlled or occupied that is nearest to the use for which the measurement is being made. Measurements between properties or spaces under this section shall be made by the shortest distance between the two properties and/or spaces.
2. Standards for Parking: An Off-Street Parking Plan shall be submitted as a part of the application for a Zoning Permit. All off-street parking shall be in accordance with [ARTICLE XI](#) with specific standards related as follows:
  - a. A sexually oriented media store, sex shop or service oriented escort bureau: 5.5 spaces per 1,000 square feet of gross public floor area.
  - b. A sexually oriented cabaret or theatre: 1 parking space for each 100 square feet of floor area used for dancing or assembly, or 1 space for each 4 persons based on design capacity, whichever is greater, plus 1 space for each 2 employees on shift of largest employment.
  - c. A sexually oriented motion picture theatre: 1 parking space for each 4 seats, based on a maximum seating capacity, plus 1 additional space for each 2 employees on shift of largest employment.

3. Standards for Exterior Lighting and Signage: An Exterior Lighting and Signage Plan shall be submitted with the application for a Zoning Permit. The required lighting shall be as follows:
  - a. Exterior lighting of the entries and private parking areas shall be a minimum of 15 footcandles as measured 3 feet from the ground or paving.
  - b. For a business on a single lot or parcel, no lighting shall illuminate any property not in control of the business by more than 5 footcandles as measured at the nearest adjacent property.
  - c. All signage shall be in accordance with the [ARTICLE XIV](#).

AE. INDIVIDUAL BUSINESS STANDARDS:

1. Standards for a Service Oriented Escort Bureau: A service oriented escort bureau shall be subject to the following additional standards:
  - a. Room size. The establishment shall operate all business in an open area of at least 600 square feet of floor area. No walls, dividers, curtains, screens, shades or other similar devices shall be used to obscure any part of the room where customers are located.
  - b. Lighting. The area occupied by customers shall be well lit at a lighting level of least 30 footcandles measured 3 feet from the floor.
2. Standards for a Media Store with Some Sexually Oriented Media: A retail book, video or other media store that has sexually explicit media that constitutes more than 10 percent but not more than 40 percent of its inventory or that occupies more than 10 percent but not more than 40 percent of its gross public floor area shall not be classified as a sexually oriented business but shall be subject to the following standards:
  - a. Separate room. The sexually explicit media shall be kept in a separate room from the rest of the inventory of the store and shall not visible outside the room;
  - b. Age limit. Sexually explicit media shall be available only to persons 18 years or older;
  - c. Access. Access to the room shall be through a solid door, accessed by an electronic control device monitored by the clerk or manager on duty through direct visual control;
  - d. Visibility. Customers and activities in the room shall be visible at all times to the clerk or manager on duty through a video system located at the clerk's or manager's counter; and
  - e. Lighting. The area occupied by customers shall be well lit at a lighting level of least 30 footcandles measured 3 feet from the floor.
3. Standards for a Sexually Oriented Media Store or Sex Shop: A sexually oriented media store or sex shop shall be subject to the following additional standards:
  - a. Room size. The establishment shall operate all business in an open area of at least 600 square feet of floor area. No walls, dividers, curtains, screens, shades or other similar devices shall be used to obscure any part of the room where customers are located;
  - b. Displays. No displays of sexually explicit media or images shall be visible from the exterior of the buildings; and
  - c. Lighting. The area occupied by customers shall be well lit at a lighting level of least 30 footcandles measured 3 feet from the floor.
4. Standards for a Sexually Oriented Motion Picture Theatre: A sexually oriented motion picture theater shall be subject to the following additional standards:
  - a. Presentation area. All screenings and presentations of motion pictures, videos or other media shall occur in a room open to all customers of the establishment and containing at least 1000 square feet of floor area. No walls, dividers, curtains, screens, shades or other similar devices shall be used to obscure any part of the room.

- b. Lighting. The lighting level in the area occupied by customers shall be at least 5 footcandles as measured at the floor.
  - c. Seating. Seating shall consist of individual, theater-style chairs, with solid arms separating the chairs. No couches, benches, portable chairs, beds, loose cushions or mattresses, or other forms of seating may be provided. Separate spaces for wheelchairs shall be provided in accordance with the applicable provisions of the building code and the Americans with Disabilities Act.
5. Standards for a Sexually Oriented Cabaret or Theatre: A sexually oriented cabaret or theater shall be subject to the following additional standards:
- a. Presentation area. All entertainment shall occur in an unobstructed room of at least 600 square feet of floor area with a person in any part of such room having a clear view of all entertainment areas;
  - b. Performance stage. All entertainment shall take place on stage elevated at least 24 inches above the surrounding floor area, with a minimum area of 100 square feet, and with a horizontal separation of at least 60 inches between the edge of the stage and the nearest space to which customers have access—the horizontal separation shall be physically enforced by a partial wall, rail, or other physical barrier, which may be located either on the stage (to keep the entertainers back from the edge) or on the floor (to keep the customers back from the stage);
  - c. Lighting. The lighting level in the area occupied by customers shall be at least 15 footcandles as measured 3 feet from the floor.
  - d. Seating. Seating shall consist of chairs or open booths; no couches, beds, or loose cushions or mattresses, or of any form shall be provided.

**AF. ZONING ADMINISTRATOR REVIEW AND EXPIRATION OF ZONING PERMIT:**

- 1. Determination of Completeness: Within 5 business days of submission of the sexually oriented land use permit application, the Zoning Administrator shall determine if the application is complete. If the application is incomplete, the Zoning Administrator shall return the application to the applicant with a letter or form specifying the items that are missing. The application shall not be further processed unless and until the applicant submits a complete application.
- 2. Review, Decision: If the Zoning Administrator determines that an application is complete, the Zoning Administrator shall review the application and, within 20 calendar days of submittal of the complete application, grant or deny the permit. If the permit is denied, the denial shall be made in writing, by letter or on a form, and shall specify the reasons why the application was denied, citing the specific provisions of this ordinance or other provisions of the City's ordinances that provide the basis for such denial. If the Zoning Administrator fails to act on a complete application within the 20-day period, the application is deemed denied. Upon denial or deemed denial, the applicant may appeal that denial to the Board of Adjustment.
- 3. The applicant may, at its option, pursue other or additional administrative remedies available under the zoning ordinance; by doing so, applicant shall be deemed to have waived any right to a decision within a particular time period and shall be subject to all of the terms, conditions and timelines applicable to such administrative remedies under the zoning ordinance.
- 4. Expiration of Zoning Permit: The issuance of the Zoning Permit shall be conditioned on the applicant obtaining and retaining a Kenton County Occupational License for the use represented by the Zoning Permit. If a no license has been granted within 6 months after the issuance of the Zoning Permit, then the Zoning Permit shall expire; provided, however, that the expiration date for the Zoning Permit shall be extended until 30 days after the end of any administrative or judicial appeal of the Zoning Permit.

**AG. APPEAL PROCEDURES:**

- 1. Appeals to Board of Adjustment

- a. Appeals to the Board of Adjustment may be taken by any person or entity claiming to be injuriously affected or aggrieved by an official action, order, requirement, interpretation, grant, refusal, or decision of the Zoning Administrator. Such appeal shall be taken within 10 calendar days after such action, order, requirement, interpretation, grant, refusal, or decision of the Zoning Administrator, by filing with the Zoning Administrator and with the Board a notice of appeal specifying the grounds thereof, and giving notice of such appeal to any and all parties of record. A fee, as required by § 158.007, shall also be paid to the Zoning Administrator at this time. The Zoning Administrator shall forthwith transmit to the Board all papers constituting the record on which the action appealed from was taken and shall be treated as and be the respondent in such further proceedings. At the public hearing on the appeal held by the Board, an interested person may appear and enter his or her appearance, and all shall be given an opportunity to be heard.
- b. The Board of Adjustment shall hear the appeal within 30 calendar days of its filing with the Zoning Administrator and give public notice in accordance with KRS Chapter 424, as well as written notice to the appellant and the Zoning Administrator at least 7 calendar days prior to the hearing. The affected parties may appear at the hearing in person or by an attorney. The Board of Adjustment shall hear the matter and render a decision within 36 days after the filing of the appeal. If the Board of Adjustment fails to act within such time, the application is deemed denied.

## 2. Appeals from the Board of Adjustment

- a. Any person or entity claiming to be injured or aggrieved by any final action of the Board of Adjustment shall appeal from the action to the circuit court of the county in which the property which is the subject of the action of the Board of Adjustment lies. Such appeal shall be taken within 30 calendar days after the final action of the Board of Adjustment. The Board of Adjustment shall be a party in any such appeal filed in the circuit court. All final actions which have not been appealed within 30 days shall not be subject to judicial review and shall become final.
- b. After the appeal is taken, the procedure shall be governed by the Rules of Civil Procedure. When an appeal has been filed, the Clerk of the Circuit Court shall issue a summons to all parties, including the Board of Adjustment in all cases, and shall cause it to be delivered for service as in any other law action.

AH. SEVERABILITY: It is hereby declared to be the intention of the Kenton County Fiscal Court that the sections, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any phrase clause, sentence, paragraph or section of this Chapter shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Chapter, since the same would have been enacted by the Kenton County Fiscal Court without the incorporation in this Code of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

## SECTION 9.3[4] DEVELOPMENT REGULATIONS FOR CONSERVATION SUBDIVISIONS

### A. PURPOSE

1. To enhance subdivision value and reduce development costs through conservation and cluster designs.
2. To promote and preserve interconnected green space as a nonstructural stormwater runoff and watershed protection measure, and a means to promote convenient walking and/or biking paths to reduce reliance on automobiles.
3. To preserve interconnected and contiguous green space as habitat and water quality protection measures.
4. To promote environmentally-sensitive and efficient uses of land by clustering houses on less environmentally-sensitive soils, reducing the need for infrastructure such as paved surfaces and utility

easements, and reducing erosion and sedimentation by minimizing land disturbance and removal of vegetation.

5. To preserve unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, slopes, woodlands, and wildlife habitats.
6. To ensure interaction within the community by orienting houses closer to the street and providing public gathering spaces, parks, and community facilities.
7. To ensure interconnected street designs that reduce traffic speeds and reliance on more highly-classified streets.
8. To promote community character and diversity through a mixture of housing types and lot sizes.

**B. HOUSING DENSITY DETERMINATION**

The number of lots to be permitted within a conservation subdivision shall be determined through the development of a yield plan. Yield plans illustrate the maximum number of lots that can be created in a conventional subdivision based on the existing zone. Yield plans do not have to meet formal design plan requirements but must be capable of being constructed given site features and all applicable regulations.

**C. APPLICATION AND PROCESSING**

Pre-application meeting - Prior to filing for development plan review, the developer, petitioner, applicant, or property owner must attend a scheduled pre-application meeting with staff to discuss the yield plan and other requirements of the development review process.

The following information will be identified for traffic studies at the pre-application meeting: study area, site trip generation, site trip distribution, build-out study year, future highway projects within the study area, and other concurrent development occurring within the study area.

No person may rely upon any comment concerning a proposed development plan, or any expression of any nature about the proposal made by any participant at the pre-application meeting as a representation or implication that the proposal will be ultimately approved or rejected in any form. This meeting is intended to review the development plan and identify any issues in applying the conservation subdivision regulations.

Stage II Development Plan – A Stage II Development Plan shall be prepared in accordance with the requirements of [SECTION 9.20, B.](#), and submitted to the planning commission’s duly-authorized representative, for its review and approval. The planning commission, or its duly-authorized representative, shall take final action to approve, approve with conditions, or disapprove the Stage II Development Plan. This action letter shall be forwarded to the legislative body’s administrative official, or his/her duly authorized representative.

The planning commission, or its duly authorized representative, shall review the submitted Stage II Development Plan with regard to its compliance with the required elements of [SECTION 9.20, B.](#), for Stage II plans, and other applicable elements and regulations. Upon approval of the Stage II Development Plan by the planning commission, or its duly authorized representative, a copy of the plan shall be forwarded to the legislative body’s zoning administrator, who shall grant permits only in accordance with the approved Stage II Development Plan and other requirements of this ordinance.

**D. RESIDENTIAL USES AND DENSITIES:** The base density of dwelling units in a conservation subdivision shall be determined from the yield plan.

1. Density Bonus: A density bonus shall be granted if any of the following criteria are met, collectively up to a maximum of a 30 percent density bonus:
  - a. Density Bonus for Open Space – a density bonus shall be permitted for providing:
    1. An additional five percent open space – an additional two percent in dwelling units per net acre;

2. An additional ten percent open space – an additional five percent in dwelling units per net acre;
  3. An additional 15 percent open space – an additional ten percent in dwelling units per net acre; and
  4. An additional 20 percent or more open space – an additional 20 percent indwelling units per net acre
- b. Density Bonus For Increased Setbacks Along Street Frontage – an increase of five percent in dwelling units per net acre shall be permitted if the setback along a collector, arterial, or interstate, as identified in the Area-wide Comprehensive Plan, is increased to a minimum of 100 feet.

Additional open space provided may count towards additional open space/recreational area, but not areas contained within the original required perimeter setbacks around the development.

- c. Density Bonus For Public Access To Common Open Space – an additional five percent in dwelling units per net acre shall be permitted if access to the required common open space areas is granted to the general public.
- d. Density Bonus For Preserving/Reusing Historic Structures Or Buildings – an additional five percent in dwelling units per net acre shall be permitted for preserving/reusing historic structures or buildings.

Examples of Density Bonuses						
Total acres	Mandatory open space	# of lots	Additional Open Space	Density bonus	Additional lots	Total lots
100	30	100	-	-	-	100
100	30	100	10	5%	5	105
100	30	100	20	20%	20	120
100	30	100	-	Access to open space (5%)	25	125

2. Maximum Density: the gross density shall not exceed 2.6 dwelling units per acre of land and the net density shall not exceed 1.3 dwelling units per acre of land.

E. REQUIRED COMMON OPEN SPACE AREA: at least 30 percent of the total area of a conservation subdivision shall be retained as common open space. Riparian and viewshed protection areas may be counted towards the common open space requirement. Required perimeter setbacks around the development, streets, parking areas, driveways, and/or development lots shall be counted towards satisfying common open space requirements.

Passive Open Space: a minimum of 50 percent of the required common open space area shall be passive open space. Such open space areas shall be used to protect natural resource areas on the site. Riparian and viewshed protection areas may be counted towards the required passive open space.

Active Open Space: the remaining required common open space may be improved with active or semi-active recreational amenities available to, and usable by all residents of the development. Amenities may include swimming pools, play areas, ball fields, picnic tables and shelters, or fitness or walking/biking trails. They may also include small public squares or outdoor rooms.

An easement document pertaining to the use of the passive open space area shall be included on the plat and in each owner’s deed.

F. ACCESSORY USES: accessory uses shall be as specified within the existing zone.

G. CONDITIONAL USES: conditional uses, including customary accessory structures and uses shall be as specified within the existing zone and subject to the approval of the Board of Adjustment as set forth in Sections 9.14 and 18.7 of this ordinance.

H. AREA REQUIREMENTS: conservation subdivisions shall not be permitted on less than five acres of land. An area of less than five acres may be developed as a conservation subdivision, however, provided it is adjacent to an area approved for or developed as a conservation subdivision.

I. HEIGHT, YARD AND SETBACK REGULATIONS:

1. Minimum Building Site Width: 100 feet
2. Minimum site perimeter setback: 50 feet.
3. Maximum building height shall be as specified in the existing zone.

All other requirements shall be as approved in the plan.

J. TRAFFIC STUDY:

1. PURPOSE: It is the intent of this section to set forth regulations regarding the completion of traffic studies within the limits of a conservation subdivision. A traffic study shall be completed for any conservation subdivision. The purpose of these regulations is to:
  - a. Ensure that the existing transportation infrastructure is adequate for the proposed development.
  - b. Mitigate any negative traffic impacts to the surrounding transportation network caused by the development.
  - c. Ensure safe and adequate access points to the development.
  - d. Provide a consistent set of requirements and thresholds which can be applied to all development within conservation subdivisions .
2. GOALS: The goals of the traffic study shall be:
  - a. Return all intersections within the study area to the Level of Service existing prior to the development's inception.
  - b. Provide for improvements to the study area such as turn lanes, traffic signal modifications, and sight distance clearing in order to maintain the existing Level of Service where necessary.
3. THRESHOLDS: Only one of the following study types will be required based on the following conditions:
  - a. Traffic Assessment Report: A Traffic Assessment Report will be required for any development generating less than 60 vehicle trips per hour (vph) during the peak hour of the roadway network.
  - b. Traffic Impact Analysis Report: A Traffic Impact Analysis Report will be required for any development generating 60 or more vehicle trips per hour during the peak hour of the roadway network.

All trip generation data shall be based on the latest edition of the *Trip Generation Manual* published by the Institute of Transportation Engineers. All trip generation data shall be based on the final density of the development, inclusive of all granted density bonuses and any anticipated public use of any open space.

4. RESPONSIBILITY: The applicable traffic study is the responsibility of the applicant of the subject property. The report shall be completed under the direct supervision of a licensed professional Engineer licensed within the Commonwealth of Kentucky. Each report shall contain the professional engineer's stamp, along with their signature and date.
5. REQUIREMENTS: This section outlines the study requirements for each type of traffic study. The type of study required is based on the threshold requirements set forth in this ordinance.
  - a. Traffic Assessment Report Requirements: The contents of a traffic assessment report shall be presented in the form of a letter. The letter shall be a brief and concise presentation of the following information: introduction, existing traffic conditions, build-out traffic conditions (without site traffic), trip generation data, and build-out traffic conditions (with site traffic). An appendix to the report shall be provided that includes all site maps, figures and computer analyses.

- b. Traffic Impact Analysis Report Requirements: The contents of a traffic impact analysis report shall be presented in report form including the following sections:
  - 1. Executive Summary: summarizes study findings
  - 2. Introduction: provides all background information pertinent to study.
  - 3. Existing Traffic Conditions: provides all information and figures relevant to existing traffic condition analysis.
  - 4. Build-out Traffic Conditions (without site traffic): provides all information and figures relevant to build-out traffic conditions, not including proposed development traffic.
  - 5. Trip Generation: provides all information relevant to the trip generation data used in the analyses.
  - 6. Build-out Traffic Conditions (with site traffic): provides all information and figures relevant to build-out traffic conditions, including proposed development traffic.
  - 7. Signal Warrants Analysis (applicable only if a traffic signal is proposed as part of the development): provides all information relevant to the signal warrant analysis process as outlined in the latest edition of the *Manual of Uniform Traffic Control Devices*.
  - 8. Appendix: include all computer analyses conducted as part of the report.
- K. NATURAL RESOURCE PROTECTION: Hillside, viewshed and riparian protection shall be planned and applied in accordance with Section 9.34 of this ordinance.
- L. FENCES, WALLS, AND SIGNS: The location, height, and type of all fences, walls, and signs, shall be as approved in the plan.
- M. EROSION AND SEDIMENTATION CONTROL: Effective erosion and sedimentation controls shall be planned and applied in accordance with SECTION 9.7 of this ordinance.
- N. CRITERIA: Evaluation of the proposed development plan shall be based upon the following criteria:
  - 1. Extent to which the proposed development complies with the various elements of the Comprehensive Plan and where applicable any plan officially adopted by the legislative body.
  - 2. Extent to which the proposed development plan is consistent with the purpose of these conservation subdivision regulations.
  - 3. Extent to which the proposed site is adequate considering such factors as its configuration and the extent to which it is formed by boundaries based on topography, natural features, streets, and relationship to adjacent uses.
  - 4. Extent to which the proposed development is coordinated with existing and/or proposed contiguous development in terms of intensity, coordination of vehicular and pedestrian circulation, scale, open space and setbacks, screening or utilizing natural features, and impact on adjacent land uses.
  - 5. Extent to which non-traditional street designs (i.e. roundabouts, alleys, etc.) are used to provide for the efficient and safe movement of traffic.
  - 6. Extent to which necessary public utilities and facilities are available to serve the development. Where deficiencies exist, the extent to which improvements shall be considered.
- O. AMENDMENTS: Amendments to plans shall be made in accordance with the procedure required by Subsection C.
- P. UTILITIES: All utilities in a conservation subdivision shall be located underground.

## SECTION 9.34<sup>15</sup> NATURAL RESOURCE PROTECTION REGULATIONS

- A. PURPOSE: Natural resource protection areas include hillsides, riparian areas and viewsheds. The purposes of these regulations are to:

1. Establish development standards to protect functions and values of environmentally-sensitive features.
2. Protect the general public and public resources and facilities from injury, loss of life, property damage or financial loss due to flooding, erosion, landslides, soil subsidence or steep slope failures.
3. Protect unique, fragile and valuable elements of the environment by maintaining and promoting native biodiversity.
4. Prevent cumulative adverse environmental impacts on water quality, ground water, wetlands and aquatic areas.

#### B. APPLICABILITY

These regulations shall apply only to the Eco Commerce Park (ECP) Zone and to the development of conservation subdivisions within the Agriculture Two (A-2) Zone.

#### C. CONFLICT WITH OTHER REGULATIONS

If the provisions of these regulations conflict with other requirements of the Kenton County Zoning Ordinance, the more restrictive provision will apply.

#### D. HILLSIDE PROTECTION

1. Hillside protection is intended to ensure that when development is proposed on slopes of 20 percent or greater and/or underlying Kope formations, it is designed in a manner harmonious with adjacent lands so as to minimize problems of connectivity, drainage, erosion, earth movement, and other natural hazards.
2. Purpose
  - a. To permit a reasonable amount of development on hillsides while conserving and promoting the health, safety and general welfare by minimizing pollution from run-off and sedimentation.
  - b. To encourage best management practices of design, landscape architecture, architecture and planning to preserve, protect, enhance the existing and future appearance and resources of hillside areas.
  - c. To preserve and enhance the natural beauty of the landscape by encouraging maximum retention of the natural topographic features such as natural drainage swales, springs, streams, tree stands and other vegetative cover, and scenic vistas.
3. Areas of land on which development may be restricted due to hillside slopes shall be limited according to the following requirements:
  - a. No excavation, removal, or placement of any soil, foundation placement, or construction of buildings or structures of any nature within these areas may occur until plans and specifications have been submitted in development plan form and approval has been granted per [SECTION 9.7](#) of this ordinance.
  - b. Areas with slopes of 20 percent or greater shall meet the following requirements:
    1. The following information shall be shown on the Stage II Development Plan:
      - Existing topography and vegetation;
      - Proposed physical changes necessary for construction including grading (cutting and filling);
      - Areas to be cleared of vegetation;
      - Any pertinent actions which will change the natural physical features of the site or general area.
    2. A geo-technical report containing the following information shall be submitted for review with the Stage II Development Plan:
      - Results of subsurface investigation of the area under consideration, including test borings, laboratory tests, engineering tests, and a geological analysis.

Such investigation shall be made by a qualified, licensed civil engineer or a geologist, indicating that any structural or physical changes proposed in the area will be completed in a manner which will minimize hillside slippage and/or soil erosion.

4. The development plan and other information required by this Section shall be reviewed by the planning commission, or its duly authorized representative, to determine the impact of the proposed development on drainage, soil erosion and/or hillside slippage.

The planning commission, or its duly authorized representative, may authorize use of the site in accordance with the submitted plans. Prior to the issuance of a Certificate of Occupancy for the site, the planning commission, or its duly authorized representative, shall require written authorization from a qualified, licensed civil engineer that the proposed development was completed in compliance with the specifications and recommendations contained in the geo-technical report.

5. If, after review of the plans required by this section, the planning commission, or its duly authorized representative, determines that the proposed plans will not minimize hillside slippage and/or soil erosion, the Stage II Development Plan shall be denied.

6. CRITERIA: Evaluation of the proposed development plan shall be based upon the following criteria:

- a. PUBLIC POLICY:

1. Development in hillside areas should be designed to preserve the natural drainage and character of the land to the greatest extent possible. Deep and/or extensive excavations and fills which scar the landscape should be avoided.
2. Excessive cutting and filling should be avoided in the construction of hillside roadways.
3. Roadways constructed on hillsides should follow the contours of the land wherever possible or climb the slopes with a gentle grade.

- b. CHARACTER OF DEVELOPMENT:

1. The use of large, flat grading planes should be minimized and techniques such as terracing and landscaping earth berms should be explored.
2. Yards and parking areas should be designed to follow natural contours, drainage patterns, and vegetation.
3. The natural slope line of the hill, as seen in profile, should be retained.
4. Existing native vegetation should be preserved, and when disturbed, should be supplemented with new native vegetation.
5. Trees should be planted in random clusters, not in rows, to compliment the natural pattern of tree distribution.
6. All cuts, fills, and other earth modifications should be replanted with appropriate native vegetation.
7. The risk of off-site geologic property damage should be minimized by locating development away from areas vulnerable to sliding.
8. Grading for buildings, driveways, outdoor use areas, utilities, etc., should be minimized to preserve a site's natural topography.
9. When grading operations are necessary, the smallest practical areas of land should be exposed at any one time and the length of exposure should be kept to the shortest practicable amount of time.

#### E. RIPARIAN PROTECTION

1. Purpose: It is the intent of this sub-section to establish riparian buffer areas adjacent to all perennial streams and rivers in Kenton County to: protect public and private water supplies; trap sediment and other

pollutants in surface runoff; promote bank stabilization; protect riparian wetlands; minimize the impacts of flooding; prevent decreases in base flow; protect wildlife habitat; and maintain water quality.

2. **DEFINITIONS:** Notwithstanding other definitions within this ordinance, the following definitions shall apply only to this sub-section:

**BEST MANAGEMENT PRACTICES:** Conservation practices or management measures which control soil loss and reduce water quality degradation caused by nutrients, animal wastes, toxins, sediment and runoff.

**RIPARIAN BUFFER:** A vegetated area that includes trees, shrubs and herbaceous vegetation and exists or is established to protect a stream system.

**STREAM, INTERMITTENT:** A body of water flowing in a natural or man-made channel that contains water only part of the year, depicted as a dotted blue line on a USGS topographic map.

**STREAM, PERENNIAL:** A body of water flowing in a natural or man-made channel year-round except during periods of drought, depicted as a solid blue line on a USGS topographic map.

3. **ESTABLISHMENT OF RIPARIAN BUFFER AREAS**

The following are exempt from the terms and protection of these regulations: grassy swales, roadside ditches, drainage ditches created at the time of a subdivision to convey stormwater to another system, tile drainage systems, and stream culverts.

The following shall apply to the riparian buffer:

- a. The minimum riparian buffer shall include and interpreted from the LINK-GIS blueline stream layer, plus an additional 50 feet for residential uses and 75 feet for non-residential uses on either side of the stream.
- b. Where the 100-year floodplain is wider than the riparian buffer on either or both sides of the stream, the riparian buffer shall be extended to the outer edge of the 100-year floodplain. The 100-year floodplain width shall be reflective of and interpreted from the Federal Insurance Administration’s Flood Insurance Study floodplain boundaries, and regulated per SECTION 9.25 of this Ordinance.
- c. The following adjustment for steep slopes shall be integrated into the riparian buffer calculation for width determination to account for the influence of gradient on the stream:

Average percent slope within the riparian buffer	Additional buffer requirements
= >15% and < 25%	Add 25 feet
> 25%	Add 50 feet

- d. The applicant shall be responsible for delineating the riparian buffer and identifying this setback on all subdivision plats, development plans, and/or zoning permit applications. No approvals or permits shall be granted prior to the determination of the riparian buffer in conformance with these regulations.
- e. Prior to any land disturbance activity, the riparian buffer shall be clearly delineated with construction fencing or other suitable material by the applicant on site, and such delineation shall be maintained throughout soil-disturbing activities. The delineated area shall be maintained in an undisturbed state unless otherwise permitted by these regulations. All fencing shall be removed when a development project is completed.

4. **PERMITTED USES:** All land within the riparian buffer shall be subject to the following standards and regulations. Except as otherwise provided in these regulations, the riparian buffer shall remain in a natural

condition, or, if in a disturbed condition, including agricultural activities, at the time of the adoption of this ordinance, may be restored to a natural condition.

- a. Existing land uses, except:
  1. when the existing land use, or any building or structure involved in that use is enlarged, increased or extended to occupy a greater area of land; or
  2. when the existing land use, or any building or structure is involved in that use is moved (in whole or in part) to another portion of the property; or
  3. when the existing land use ceases for a period of more than one year; or
  4. when the existing land use involves agricultural production and management, in which case it shall be consistent with all state and federal laws, all regulations within the Kentucky Agriculture Water Quality Act and best management practices established by the Kentucky Division of Conservation.
- b. Open space uses that are primarily passive in character shall be permitted to extend into the riparian buffer provided the vegetation and remaining area of buffer is maintained. Such uses include wildlife sanctuaries, nature preserves, forest preserves, fishing areas, and game farms.
- c. Multiple use recreation trails provided they are located at least 20 feet from the stream and constructed of pervious materials.
- d. Fences for which a permit has been issued by the Zoning administrator provided they are not located within the floodway boundary.
- e. Timber cutting when accomplished under the advice and guidance of an appropriate government agency and necessary to preserve the forest from pest infestation, disease infestation or fire threat. Removal of individual trees that are in danger of falling and causing damage to structures or causing blockage to the stream flow.
- f. Stream crossings when designed and constructed according to Kentucky Division Of Water standards. All roadway crossings shall mitigate and remediate any necessary disturbance to the riparian buffer.
- g. Revegetation and/or reforestation of the riparian buffer. Information pertaining to species of shrubs and vines recommended for stabilizing flood prone areas along streams may be obtained at the Kenton County Conservation District.
- h. Stream bank stabilization or erosion control when accomplished according to best management practices and permitted uses by local, state and federal government regulations that emphasize the use of native plant species where practical and available. Stream bank stabilization/erosion control practices shall only be undertaken with approval from Sanitation District No.1.
- i. Structures which by their nature must be located within the riparian buffer. These include docks, boat launches, public water supply intake structures, facilities for water quality treatment and purification, utility transmission lines, and public wastewater treatment plant sewer lines and outfalls.

#### F. VIEWSHED PROTECTION

1. Purpose: The purpose of the these regulations is to protect and enhance the aesthetic character of areas that are highly visible from arterials and collectors, and to ensure the protection of natural resources such as hillsides and streams. These natural resources have a significant impact on the views along public rights of way.
2. For the purposes of these regulations, areas located 400 feet on either side of an existing arterial and 200 feet on either side of an existing collector street, measured from the edge of the right of way, shall be considered viewshed protection areas.

If the applicant can demonstrate that the boundaries of the viewshed protection area are inappropriate due to topographic conditions, the applicant shall submit a proposed viewshed protection area and include the justification for the proposed change.

3. For new developments proposed in viewshed protection areas, the following measures either individually or in combination may be used to meet the purposes of these regulations:

- a. Existing vegetation on the site along the arterial or collector street shall be preserved for a minimum depth of 75 feet as measured perpendicular to the right of way. If the existing vegetation is less than 75 feet in depth or is insufficient to serve as a visual buffer, then a combination of at least one other technique shall be used. These areas may count towards any open space or riparian buffer requirement.

All areas with existing vegetation proposed to be protected shall be clearly identified on Stage II Development Plans; photographs may be submitted to show that the areas proposed for protection meet the intent of this ordinance.

The applicant shall submit a tree protection/planting plan that identifies areas with trees for preservation and describes protection methods to be used during construction. This plan may be a part of the required landscape plan and shall include the following information:

1. Location of trees to be preserved;
  2. Contour lines; and
  3. Limits of clearing, trenching, access routes for heavy equipment, etc. that may be dangerous to the tree(s).
- b. A landscaped earth berm with a maximum slope of three to one, rising at least four feet above the existing grade shall be provided. The earth berm shall be landscaped with evergreen trees, deciduous understory trees, and evergreen shrubs. A difference in elevation between areas requiring screening does not constitute an earth mound.
  - c. A minimum setback of 150 feet shall be provided from the edge of the right of way to the closest structure. These areas may count towards any open space requirements.
  - d. Landscaping or reforestation techniques shall be used when none of the other listed viewshed protection options is feasible. A minimum planting strip of 75 feet shall be provided with 1 tree per 35 feet of linear boundary, or fraction thereof, from either List A (shade trees) or List B (flowering and non-flowering trees), plus a single row hedge from either List D (deciduous shrubs) or List E (evergreen/broadleaf shrubs) from the Planting Manual and Landscape Regulations Guidelines.

Alternatively, a reforestation program may be established for a minimum area 75 feet in depth as measured perpendicular to the right-of-way. A detailed description with plans shall be submitted along with the Stage II Development Plan. The reforestation program shall be prepared by a licensed forester or a licensed landscape architect.

## **ARTICLE X ZONES**

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### **SECTION 10.1 A-1 (AGRICULTURAL-ONE) ZONE**

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#### **A. PERMITTED USES:**

1. Agricultural uses;
2. Single-family residential dwellings (detached);
3. Mobile homes, subject to the requirements of [SECTION 9.26](#) of this ordinance;

4. Roadside stands for the sale of products that are raised, produced, and processed on the premises, provided that no roadside stands of any type for the sale or display of agricultural products shall be permitted within fifty (50) feet from any road or highway;
5. Greenhouses and nurseries, including both wholesale and retail sales of products grown on the premises;
6. Stables and riding academies.
7. Bed and breakfast establishments

~~8. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance~~

~~8~~<sup>9</sup> Owner-Occupied Short-Term Rentals, subject to additional development controls in Section 10.1, F., 6.

B. ACCESSORY USES:

1. Customary accessory buildings and uses;
2. Fences and walls, as regulated by [ARTICLE XIII](#);
3. Home occupations, subject to the restrictions and limitations established in [SECTION 9.11](#) of this ordinance;
4. Signs, as regulated by [ARTICLE XIV](#).
5. Farmers Markets, subject to the following restrictions:
  - a. An accessory use permit is completed and recorded on file at the office of the PDS.
  - b. At least 75% of the products sold are Farm Products or Value-Added Farm products, as defined in Article 7, which have been produced, processed, or grown within the boundaries of the Commonwealth of Kentucky.
  - c. At least 75% of the vendors regularly participating during the market's hours of operation are Producers, as defined in Article 7, or family members or employees of Producers.
  - d. The owner of the premises on which the farmers market is located shall be a producer.
  - e. All Farmers' Markets and their vendors shall comply with all applicable federal, state, and local laws and regulations pertaining to the operation, use, and enjoyment of the market premises.
  - f. Minimum Lot Size: Three (3) Acres
  - g. Minimum Front Yard Setback: Forty (40) Feet
  - h. Minimum Side (on each side of lot), and Rear Yard Setback: Fifty (50) Feet
  - i. Minimum Setback from nearest residence: Two-Hundred (200) Feet
  - j. Parking: No parking shall be allowed in or on any right-of-way or within any site triangle as defined in [SECTION 9.17.,G.,2](#).
  - k. Site Distance for Access Points shall be regulated in [SECTION 11.3.,E](#).
  - l. Location of Access points shall be as regulated in [SECTION 11.3.,F](#).
  - m. Signage shall be allowed subject to the following restrictions:
    1. Maximum Signage Area: 32 square feet
    2. Maximum Sign Height: 12 feet
    3. No sign shall be located within any site triangle as defined in [SECTION 9.17.,G.,2](#).
    4. No sign shall interfere with any vehicular traffic movement nor shall any sign affect the general health, safety, or welfare of the public within or moving through the surrounding areas.
    5. Illuminated signage shall be prohibited
6. Agri-Tourism, subject to the following restrictions:

- a. PURPOSE: The purpose of permitting agri-tourism activities is to provide regulations and guidance in the agricultural-one zone to open opportunities for farmland owners to promote their land for agricultural operations. Only the proposed activities accomplishing this objective shall be permitted. Agri-tourism applications should only involve structures in keeping with an agricultural zone so as to preserve the agricultural viewscape of the rural community.
  - b. An accessory use permit is completed and recorded on file at the office of the PDS.
  - c. Parking: No parking shall be allowed in or on any right-of-way or within any site triangle as defined in [SECTION 9.17.,G.,2.](#)
  - d. Site Distance for Access Points shall be regulated in [SECTION 11.3.,E.](#)
  - e. Location of Access points shall be as regulated in [SECTION 11.3.,F.](#)
  - f. Signage shall be allowed subject to the following restrictions:
    1. Maximum Signage Area: 32 square feet
    2. Maximum Sign Height: 12 feet
    3. No sign shall be located within any site triangle as defined in [SECTION 9.17.,G.,2.](#)
    4. No sign shall interfere with any vehicular traffic movement nor shall any sign affect the general health, safety, or welfare of the public within or moving through the surrounding areas.
    5. Illuminated signage shall be prohibited
  - g. Structures erected for agri-tourism must fit an agricultural building definition.
  - h. The farm owner or their designee shall be on the premises when an agri-tourism activity or event is taking place.
  - i. Permitted agri-tourism uses:
    1. Seasonal activities: farm rides, farm stands, u-pick operations, pumpkin patches, corn mazes, Christmas tree farms, nature trails, farm tours, and fishing ponds
    2. Agricultural marketing activities: local farmers' markets and the direct sale of products produced on local farms
    3. Celebration venues: weddings, reunions, and community gatherings
    4. Educational activities: petting farms, classes, seminars, field trips, historical exhibits, product tasting, and farm tours
  - j. All permitted agri-tourism uses are limited to a 500 person maximum capacity.
- C. CONDITIONAL USES: The following uses or any customary accessory buildings and uses, subject to the approval by the board of adjustments, as set forth in [SECTION 9.14](#) and [SECTION 18.7](#) of this ordinance:
1. Cemeteries;
  2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial or collector street;
  3. Governmental offices;
  4. Nursery schools;
  5. Police and fire stations, provided they are located adjacent to an arterial or collector street;
  6. Public and parochial schools;
  7. Veterinarians' offices for large and small animals, including outside runs;
  8. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
  9. Recreational uses, other than those publicly owned and/or operated, as follows:

- a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
  - d. Tennis courts/clubs;
  - e. Fishing lakes;
  - f. Gun clubs and ranges;
10. Sanitary landfills, as regulated by [SECTION 9.27](#) of this ordinance;
  11. Funeral homes, providing they are located adjacent to an arterial street.
  12. Non-Owner Occupied Short Term Rentals, subject to additional development controls in Section 10.1, F., 6.
- D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES: No buildings shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum Lot Area - One (1) acre.
  2. Minimum Lot Width at Building Setback Line - One hundred (100) feet.
  3. Minimum Front Yard Depth - Forty (40) feet.
  4. Minimum Side Yard Width - Total: Thirty-eight (38) feet; One Side: Twelve (12) feet.
  5. Minimum Rear Yard Depth - Twenty-five (25) feet.
  6. Maximum Building Height - Thirty-five (35) feet.
- E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES: No conditional building and/or use shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum Lot Area - Twenty-two thousand five hundred (22,500) square feet.
  2. Minimum Lot Width at Building Setback Line - One hundred fifty (150) feet.
  3. Minimum Front, Side (on each side of lot), and Rear Yards - Fifty (50) feet.
  4. Maximum Building Height - Thirty-five (35) feet.
- F. OTHER DEVELOPMENT CONTROLS:
1. Off-street parking and loading and/or unloading shall be provided in accordance with [ARTICLE XI](#) and [ARTICLE XII](#).
  2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
  3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
  4. Screening and landscaping shall be provided, as regulated by [SECTION 9.17](#) of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.
  5. The following shall apply to bed and breakfast establishments:
    - a. The owner shall live in the dwelling unit and operate the bed and breakfast establishment.
    - b. Food service may be provided for resident guests only.
    - c. No exterior alterations and/or additions shall be permitted for the purpose of increasing the number of guest rooms.
    - d. Interior alterations should maintain the unique characteristics of the structure, if possible.
    - e. One parking space per guest room and two parking spaces for the owner shall be provided on site. Parking shall be limited to the side and rear yards, screened from adjacent properties with a six (6) foot high masonry or wood fence, or dense vegetation.

- f. A site plan, as regulated by [SECTION 9.19](#) of this ordinance, shall be required.
- 6. The following shall apply to owner-occupied and non-owner occupied short-term rentals:
  - a. **PURPOSE:** The purpose of the short-term rental regulations is to provide regulations and guidance for short-term rental usage in unincorporated Kenton County. Short-term rentals are intended to be temporary lodging which allows property owners to leverage the agricultural community and natural resources of the area, maintain rural character and encourage Agri-tourism and tourism.
  - b. Must obtain any required building permit, zoning permit, and occupational license.
  - c. Site Distance for Access Points shall be regulated by [ARTICLE XI](#).
  - d. The maximum length of each stay shall be 29 days.
  - e. No lease shall be rented less than 1 night's stay.
  - f. There shall be no external evidence of a short-term rental. The street address must clearly be visible from the right-of-way.
  - g. Short-term rentals shall not adversely affect the character of the neighborhood nor shall the use generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of his or her property.
  - h. Short-term rentals are permitted in the primary structure and/or one accessory structure. Owner Occupied Short-term rentals shall be clearly incidental and commonly associated with the operation of the primary residential household living use.
  - i. Short-Term rentals shall not be located in mobile homes, recreational vehicles, travel trailers, tents, campgrounds, sheds, garages, or barns or any other structure typically not used as a residence.
  - j. Short-term rentals must provide one (1) parking space for each sleeping room or suite and one (1) for the caretaker of the property.
- 7. The following shall apply to agri-tourism activities:
  - a. Agri-tourism activities shall end by 10 p.m. Sunday through Thursday and midnight on Friday and Saturday nights.
  - b. No agri-tourism use shall produce odors, light, noise, or dust that are or will be observable beyond the parcel boundary. As per Right to Farm regulations, this does not include normal farm operations.
  - c. Lighting requirements shall meet the following:
    - 1. All lighting shall be fully shielded from above, with no light being emitted above the horizontal plane.
    - 2. The maximum illumination at the property line shall not exceed 1 foot candle.
    - 3. Free standing lights shall not exceed fifteen (15) feet in height including base and/or pedestal.
  - d. Noise requirements shall meet the following: The sound pressure of noise radiated continuously shall not exceed 60 dB between 7:00 a.m. and 10:00 p.m. and 50 dB between 10 p.m. and 7 a.m. at the property line.

[Ord. # [930.5](#), Amendments to the Agri-tourism regulations, including adding a purpose statement, requiring any structure to be an agricultural building, requiring an owner or designee to be on the premises during an event, specifying allowed agri-tourism activities, limiting the capacity of events, and adding time, odor, lighting, noise and dust regulations, 01/24/2023]

## **SECTION 10.2 R-RE (RESIDENTIAL RURAL ESTATE) ZONE**

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### **A. PERMITTED USES**

- 1. Single-family residential dwellings (detached)

2. Agricultural uses;
3. Sale of products that are raised, produced, and processed on the premises, provided that no roadside stands of any type for the sale or display of agricultural products shall be permitted within fifty (50) feet from any street;
4. Greenhouses and nurseries, including both wholesale and retail sales of products grown on the premises provided that the storage of manure shall not be permitted nearer than one hundred (100) feet from the front of a street, road, highway, or right-of-way line, or not nearer than fifty (50) feet from a side lot line;
5. Stables and riding academies, both public and private.
6. Bed and breakfast establishments
- ~~7. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance.~~

B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations regulated in SECTION 9.11
4. Signs, as regulated by ARTICLE XIV

C. CONDITIONAL USES: The following uses, or any customary accessory buildings and uses, subject to the approval by the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Funeral homes, provided they are located adjacent to an arterial street
4. Governmental offices
5. Nursery schools;
6. Police and fire stations, provided they are located adjacent to an arterial street
7. Public and parochial schools;
8. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
9. Recreational uses, other than those publicly owned and/or operated as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
  - d. Tennis courts/clubs;
  - e. Fishing lakes and clubs;
  - f. Gun clubs and ranges;

10. Family child-care homes

- a. Family child-care homes shall be subject to the area and height regulations for permitted uses

D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES: No buildings shall be erected or structurally altered hereafter, except in accordance with the following regulations:

1. Minimum lot area - One (1) acre
2. Minimum lot width at building setback line - One hundred (100) feet

3. Minimum front yard depth - Forty (40) feet
  4. Minimum side yard width - Total: Thirty-eight (38) feet; One Side: Twelve (12) feet
  5. Minimum rear yard depth - Twenty-five (25) feet
  6. Maximum building height - Thirty-five (35) feet
- E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES: No conditional building and/or use shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
  2. Minimum lot width at building setback line - One hundred fifty (150) feet
  3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
  4. Maximum building height - Thirty-five (35) feet
- F. OTHER DEVELOPMENT CONTROLS
1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
  2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
  3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
  4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.
  5. The following shall apply to bed and breakfast establishments:
    - a. The owner shall live in the dwelling unit and operate the bed and breakfast establishment.
    - b. Food service may be provided for resident guests only.
    - c. No exterior alterations and/or additions shall be permitted for the purpose of increasing the number of guest rooms.
    - d. Interior alterations should maintain the unique characteristics of the structure, if possible.
    - e. One parking space per guest room and two parking spaces for the owner shall be provided on site. Parking shall be limited to the side and rear yards, screened from adjacent properties with a six (6) foot high masonry or wood fence, or dense vegetation.
  6. A site plan, as regulated by SECTION 9.19 of this ordinance, shall be required.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

### **SECTION 10.3 R-1A (RESIDENTIAL ONE-A) ZONE**

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#### A. PERMITTED USES

1. Single-family residential dwellings (detached)
2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance

#### B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV of this ordinance

C. **CONDITIONAL USES:** The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in [SECTION 9.14](#) and [SECTION 18.7](#) of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools;
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreation centers, swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

D. **AREA AND HEIGHT REGULATIONS FOR PERMITTED USES:** No buildings shall be erected or structurally altered hereafter, except in accordance with the following regulations:

1. Minimum lot area - One (1) acre
2. Minimum lot width at building setback line - One hundred (100) feet
3. Minimum front yard depth - Forty (40) feet
4. Minimum side yard width - Total: Thirty-eight (38) feet; One Side: Twelve (12) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

E. **AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES:** No conditional building and/or use shall be erected or structurally altered hereafter, except in accordance with the following regulations:

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. **OTHER DEVELOPMENT CONTROLS**

1. Off-street parking and loading and/or unloading shall be provided in accordance with [ARTICLE XI](#) and [ARTICLE XII](#).
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.

4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## **SECTION 10.4 R-1B (RESIDENTIAL ONE-B) ZONE**

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### A. PERMITTED USES

1. Single-family residential dwellings (detached)

~~[2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance]~~

### B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV of this ordinance

### C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools;
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreation centers, swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

### D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES:

1. Minimum lot area - One-half (1/2) acre
2. Minimum lot width at building setback line - One hundred (100) feet

3. Minimum front yard depth - Forty (40) feet
4. Minimum side yard width - Total: Twenty-five (25) feet; One Side: Ten (10) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES:

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. OTHER DEVELOPMENT CONTROLS

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## **SECTION 10.4A R-1BB (RESIDENTIAL ONE-BB) ZONE**

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A. PERMITTED USES

1. Single-family residential dwellings (detached)
2. Two-family residential dwellings

~~3. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance~~

B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV
5. Quarters for live-in domestic help to include such accessory uses as caretakers, gardeners, maids, and nursing care, where said quarters are clearly accessory to and located within the principle use

C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street

5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

**D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES**

1. Minimum lot area -

Single-family: One-half (1/2) acre

Two-family: Three-quarters (3/4) acre

2. Minimum lot width at building setback line - One hundred (100) feet
3. Minimum front yard depth – Forty (40) feet
4. Minimum side yard width - Total: Twenty-five (25) feet; One Side: Ten (10) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

**E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES**

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

**F. OTHER DEVELOPMENT CONTROLS**

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # [532.24](#), Adding Family Child Care Homes as a conditional use, 10/29/2024]

## SECTION 10.5 R-1C (RESIDENTIAL ONE-C) ZONE

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### A. PERMITTED USES

1. Single-family residential dwellings (detached)

~~2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance~~

### B. ACCESSORY USES

1. Customary accessory buildings and uses

2. Fences and walls, as regulated by ARTICLE XIII

3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance

4. Signs, as regulated by ARTICLE XIV of this ordinance

C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries

2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street

3. Fire and police stations, providing they are located adjacent to an arterial street

4. Funeral homes, provided they are located adjacent to an arterial street

5. Governmental offices

6. Institutions for higher education, providing they are located adjacent to an arterial street

7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street

8. Nursery schools;

9. Public and parochial schools;

10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreation centers, swimming pools and libraries;

11. Recreational uses other than those publicly owned and/or operated, as follows:

a. Golf courses;

b. Country clubs;

c. Swimming pools;

12. Family child-care homes

a. Family child-care homes shall be subject to the area and height regulations for permitted uses

### D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES:

1. Minimum lot area - Twelve thousand five hundred (12,500) square feet

2. Minimum lot width at building setback line - Eighty (80) feet

3. Minimum front yard depth - Thirty-five (35) feet

4. Minimum side yard width - Total: Twenty (20) feet; One Side: Seven (7) feet

5. Minimum rear yard depth - Twenty-five (25) feet

6. Maximum building height - Thirty-five (35) feet

### E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES:

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet

2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. OTHER DEVELOPMENT CONTROLS

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## SECTION 10.6 R-1D (RESIDENTIAL ONE-D) ZONE

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A. PERMITTED USES

1. Single-family residential dwellings (detached)
2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance

B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV

C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:

- a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
- a. Family child-care homes shall be subject to the area and height regulations for permitted uses

**D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES**

- 1. Minimum lot area - Nine thousand (9,000) square feet
- 2. Minimum lot width at building setback line - Seventy (70) feet
- 3. Minimum front yard depth - Thirty (30) feet
- 4. Minimum side yard width - Total: Eighteen (18) feet; One Side: Six (6) feet
- 5. Minimum rear yard depth - Twenty-five (25) feet
- 6. Maximum building height - Thirty-five (35) feet

**E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES**

- 7. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
- 1. Minimum lot width at building setback line - One hundred fifty (150) feet
- 2. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
- 3. Maximum building height - Thirty-five (35) feet

**F. OTHER DEVELOPMENT CONTROLS**

- 1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
- 2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
- 3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
- 4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

**SECTION 10.7 R-1DD (RESIDENTIAL ONE-DD) ZONE**

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**A. PERMITTED USES**

- 1. Single-family residential dwellings (detached)
- 2. Two-family residential dwellings

~~[3. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance]~~

**B. ACCESSORY USES**

- 1. Customary accessory buildings and uses
- 2. Fences and walls, as regulated by ARTICLE XIII
- 3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
- 4. Signs, as regulated by ARTICLE XIV

C. **CONDITIONAL USES:** The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

D. **AREA AND HEIGHT REGULATIONS FOR PERMITTED USES**

1. Minimum lot area -  
Single-family: Nine thousand (9,000) square feet  
**Two-family: Thirteen thousand five hundred (13,500) square feet**
2. Minimum lot width at building setback line -  
Single-family: Seventy (70) feet  
**Two-family: Eighty (80) feet**
3. Minimum front yard depth - Thirty (30) feet
4. Minimum side yard width - Total: Eighteen (18) feet; One Side: Six (6) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

E. **AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES**

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. **OTHER DEVELOPMENT CONTROLS**

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## SECTION 10.8 R-1E (RESIDENTIAL ONE-E) ZONE

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### A. PERMITTED USES

1. Single-family residential dwellings (detached)
- ~~2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance~~

### B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV

### C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Greenhouses, nurseries, and related facilities for landscaping contractors including the wholesaling of trees, plants, and mulch. All equipment shall be stored within enclosed structures. No such facility shall be located on less than a minimum lot size of ten (10) acres
7. Institutions for higher education, providing they are located adjacent to an arterial street
8. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
9. Nursery schools
10. Public and parochial schools;
11. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
12. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;

- b. Country clubs;
- c. Swimming pools;
- 13. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

**D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES**

- 1. Minimum lot area - Seven thousand five hundred (7,500) square feet
- 2. Minimum lot width at building setback line - Sixty (60) feet
- 3. Minimum front yard depth - Thirty (30) feet
- 4. Minimum side yard width - Total: Fifteen (15) feet; One Side: Five (5) feet
- 5. Minimum rear yard depth - Twenty-five (25) feet
- 6. Maximum building height - Thirty-five (35) feet

**E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES**

- 1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
- 2. Minimum lot width at building setback line - One hundred fifty (150) feet
- 3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
- 4. Maximum building height - Thirty-five (35) feet

**F. OTHER DEVELOPMENT CONTROLS**

- 1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
- 2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
- 3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
- 4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

**SECTION 10.9 R-1EE (RESIDENTIAL ONE-EE) ZONE**

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**A. PERMITTED USES**

- 1. Single-family residential dwellings (detached)
- 2. Two-family residential dwellings
- 3. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance

**B. ACCESSORY USES**

- 1. Customary accessory buildings and uses
- 2. Fences and walls, as regulated by ARTICLE XIII
- 3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
- 4. Signs, as regulated by ARTICLE XIV

C. **CONDITIONAL USES:** The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in [SECTION 9.14](#) and [SECTION 18.7](#) of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes
  - a. Family child-care homes shall be subject to the area and height regulations for permitted uses

D. **AREA AND HEIGHT REGULATIONS FOR PERMITTED USES**

1. Minimum lot area -  
Single-family: Seven thousand five hundred (7,500) square feet  
**Two-family: Eleven thousand five hundred (11,500) square feet**
2. Minimum lot width at building setback line -  
Single-family: Sixty (60) feet  
**Two-family: Eighty (80) feet**
3. Minimum front yard depth - Thirty (30) feet
4. Minimum side yard width - Total: Fifteen (15) feet; One Side: Five (5) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

E. **AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES**

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. **OTHER DEVELOPMENT CONTROLS**

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## **SECTION 10.10 R-1F (RESIDENTIAL ONE-F) ZONE**

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### A. PERMITTED USES

1. Single-family residential dwellings (detached)
2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance

### B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV

### C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street
3. Fire and police stations, providing they are located adjacent to an arterial street
4. Funeral homes, provided they are located adjacent to an arterial street
5. Governmental offices
6. Institutions for higher education, providing they are located adjacent to an arterial street
7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
8. Nursery schools
9. Public and parochial schools;
10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
11. Recreational uses other than those publicly owned and/or operated, as follows:
  - a. Golf courses;
  - b. Country clubs;
  - c. Swimming pools;
12. Family child-care homes

a. Family child-care homes shall be subject to the area and height regulations for permitted uses

D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES

1. Minimum lot area - Six thousand (6,000) square feet
2. Minimum lot width at building setback line - Fifty (50) feet
3. Minimum front yard depth - Twenty-five (25) feet
4. Minimum side yard width - Total: Ten (10) feet; One Side: Five (5) feet
5. Minimum rear yard depth - Twenty-five (25) feet
6. Maximum building height - Thirty-five (35) feet

E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES

1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
2. Minimum lot width at building setback line - One hundred fifty (150) feet
3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
4. Maximum building height - Thirty-five (35) feet

F. OTHER DEVELOPMENT CONTROLS

1. Off-street parking and loading and/or unloading shall be provided in accordance with ARTICLE XI and ARTICLE XII.
2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # 532.24, Adding Family Child Care Homes as a conditional use, 10/29/2024]

## SECTION 10.10A R-1G (RESIDENTIAL ONE-G) ZONE

---

A. PERMITTED USES

1. Single-family residential dwellings (detached)
- ~~2. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance~~

B. ACCESSORY USES

1. Customary accessory buildings and uses
2. Fences and walls, as regulated by ARTICLE XIII
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance
4. Signs, as regulated by ARTICLE XIV

C. CONDITIONAL USES: The following uses, or any customary accessory buildings or uses, subject to the approval of the board of adjustment, as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:

1. Cemeteries
2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street

3. Fire and police stations, providing they are located adjacent to an arterial street
  4. Funeral homes
  5. Governmental services
  6. Institutions for higher education, providing they are located adjacent to an arterial street
  7. Institutions for human medical care - hospitals, clinic sanitariums, convalescent homes, nursing homes, and homes for the aged, providing they are located adjacent to an arterial street
  8. Nursery schools
  9. Public and parochial schools;
  10. Publicly owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
  11. Recreational uses other than those publicly owned and/or operated, as follows:
    - a. Golf courses;
    - b. Country clubs;
    - c. Semi-public swimming pools;
  12. Family child-care homes
    - a. Family child-care homes shall be subject to the area and height regulations for permitted uses
- D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES: No buildings shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum lot area - Five thousand (5,000) square feet
  2. Minimum lot width at building setback line - Fifty (50) feet
  3. Minimum front yard depth - Twenty-five (25) feet
  4. Minimum side yard width on each side of lot - Five (5) feet
  5. Minimum rear yard depth - Twenty-five (25) feet
  6. Maximum building height - Thirty-five (35) feet
- E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES: No conditional building and/or use shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum lot area - Twenty-two thousand five hundred (22,500) square feet
  2. Minimum lot width at building setback line - One hundred fifty (150) feet
  3. Minimum front, side (on each side of lot), and rear yards - Fifty (50) feet
  4. Maximum building height - Thirty-five (35) feet
- F. OTHER DEVELOPMENT CONTROLS
1. Off-street parking and loading and/or unloading shall be provided in accordance with [ARTICLE XI](#) and [ARTICLE XII](#).
  2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
  3. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property.
  4. Screening and landscaping shall be provided, as regulated by SECTION 9.17 of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.

[Ord. # [532.24](#), Adding Family Child Care Homes as a conditional use, 10/29/2024]

## SECTION 10.29 A-2 (AGRICULTURAL-TWO) ZONE

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### A. PERMITTED USES:

1. Agricultural uses;
2. Conservation subdivision subject to the requirements of SECTION 9.3~~3~~<sup>4</sup> of this ordinance;
3. Single-family residential dwellings (detached);
4. Mobile homes, subject to the requirements of SECTION 9.26 of this ordinance;
5. Roadside stands for the sale of products that are raised, produced, and processed on the premises, provided that no roadside stands of any type for the sale or display of agricultural products shall be permitted within fifty (50) feet from any road or highway;
6. Greenhouses and nurseries, including both wholesale and retail sales of products grown on the premises;
7. Stables and riding academies;
8. Bed and breakfast establishments;
- ~~9. Qualified manufactured homes, subject to the compatibility standards established in SECTION 9.32 of this ordinance;~~
- ~~9~~<sup>10</sup>. Owner-Occupied Short-Term Rentals, subject to additional development controls in Section 10.29, F., 6.

### B. ACCESSORY USES:

1. Customary accessory buildings and uses;
2. Fences and walls, as regulated by ARTICLE XIII;
3. Home occupations, subject to the restrictions and limitations established in SECTION 9.11 of this ordinance;
4. Signs, as regulated by ARTICLE XIV.
5. Farmers Markets, subject to the following restrictions:
  - a. An accessory use permit is completed and recorded on file at the office of the PDS.
  - b. At least 75% of the products sold are Farm Products or Value-Added Farm products as defined in Article 7, which have been produced, processed, or grown within the boundaries of the Commonwealth of Kentucky.
  - c. At least 75% of the vendors regularly participating during the market's hours of operation are Producers, as defined in Article 7, or family members or employees of Producers.
  - d. All Farmers' Markets and their vendors shall comply with all applicable federal, state, and local laws and regulations pertaining to the operation, use, and enjoyment of the market premises.
  - e. Minimum Lot Size: Three (3) Acres
  - f. Minimum Front, Side (on each side of lot), and Rear Yard Setback: Fifty (50) Feet
  - g. Minimum Setback from nearest residence: Two-Hundred (200) Feet
  - h. Parking: No parking shall be allowed in or on any right-of-way or within any site triangle as defined in SECTION 9.17.,G.,2.
  - i. Site Distance for Access Points shall be regulated in SECTION 11.3.,E.
  - j. Location of Access points shall be as regulated in SECTION 11.3.,F.
  - k. Signage shall be allowed subject to the following restrictions:
    1. Maximum Signage Area: 32 square feet
    2. Maximum Sign Height: 12 feet
    3. No sign shall be located within any site triangle as defined in SECTION 9.17.,G.,2.

4. No sign shall interfere with any vehicular traffic movement nor shall any sign affect the general health, safety, or welfare of the public within or moving through the surrounding areas.
5. Illuminated signage shall be prohibited
6. Agri-Tourism, subject to the following restrictions:
  - a. PURPOSE: The purpose of permitting agri-tourism activities is to provide regulations and guidance in the agricultural-one zone to open opportunities for farmland owners to promote their land for agricultural operations. Only the proposed activities accomplishing this objective shall be permitted. Agri-tourism applications should only involve structures in keeping with an agricultural zone so as to preserve the agricultural viewscape of the rural community.
  - b. An accessory use permit is completed and recorded on file at the office of the PDS.
  - c. Parking: No parking shall be allowed in or on any right-of-way or within any site triangle as defined in SECTION 9.17.,G.,2.
  - d. Site Distance for Access Points shall be regulated in SECTION 11.3.,E.
  - e. Location of Access points shall be as regulated in SECTION 11.3.,F.
  - f. Signage shall be allowed subject to the following restrictions:
    1. Maximum Signage Area: 32 square feet
    2. Maximum Sign Height: 12 feet
    3. No sign shall be located within any site triangle as defined in SECTION 9.17.,G.,2.
    4. No sign shall interfere with any vehicular traffic movement nor shall any sign affect the general health, safety, or welfare of the public within or moving through the surrounding areas.
    5. Illuminated signage shall be prohibited
  - g. Structures erected for agri-tourism must fit an agricultural building definition.
  - h. The farm owner or their designee shall be on the premises when an agri-tourism activity or event is taking place.
  - i. Permitted agri-tourism uses:
    1. Seasonal activities: farm rides, farm stands, u-pick operations, pumpkin patches, corn mazes, Christmas tree farms, nature trails, farm tours, and fishing ponds
    2. Agricultural marketing activities: local farmers' markets and the direct sale of products produced on local farms
    3. Celebration venues: weddings, reunions, and community gatherings
    4. Educational activities: petting farms, classes, seminars, field trips, historical exhibits, product tasting, and farm tours
  - j. All permitted agri-tourism uses are limited to a 500 person maximum capacity.
- C. CONDITIONAL USES: The following uses or any customary accessory buildings and uses, subject to the approval by the board of adjustments as set forth in SECTION 9.14 and SECTION 18.7 of this ordinance:
  1. Cemeteries;
  2. Churches and other buildings for the purpose of religious worship, providing they are located adjacent to an arterial street;
  3. Governmental offices;
  4. Nursery schools;
  5. Police and fire stations, provided they are located adjacent to an arterial or collector street;
  6. Public and parochial schools;

7. Veterinarians' offices for large and small animals, including outside runs;
  8. Publicly-owned and/or operated parks, playgrounds, golf courses, community recreational centers, including public swimming pools and libraries;
  9. Recreational uses, other than those publicly owned and/or operated, as follows:
    - a. Golf courses;
    - b. Country clubs;
    - c. Swimming pools;
    - d. Tennis courts/clubs;
    - e. Fishing lakes;
    - f. Gun clubs and ranges;
  10. Sanitary landfills, as regulated by [SECTION 9.27](#) of this ordinance;
  11. Funeral homes, providing they are located adjacent to an arterial street.
  12. Non-Owner Occupied Short Term Rentals, subject to additional development controls in Section 10.29, F., 6.
- D. AREA AND HEIGHT REGULATIONS FOR PERMITTED USES: Except as provided for in [SECTION 9.33](#), no buildings shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum lot area - one acre;
  2. Minimum lot width at building setback line - 100 feet;
  3. Minimum front yard depth - 40 feet;
  4. Minimum side yard width - total: 38 feet; one side: 12 feet;
  5. Minimum rear yard depth - 25 feet;
  6. Maximum building height - 35 feet.
- E. AREA AND HEIGHT REGULATIONS FOR CONDITIONALLY PERMITTED USES: No conditional building and/or use shall be erected or structurally altered hereafter, except in accordance with the following regulations:
1. Minimum lot area - 22,500 square feet;
  2. Minimum lot width at building setback line - 150 feet;
  3. Minimum front, side (on each side of lot), and rear yards - 50 feet;
  4. Maximum building height - 35 feet.
- F. OTHER DEVELOPMENT CONTROLS:
1. Off-street parking and loading and/or unloading shall be provided in accordance with [ARTICLE XI](#) and [ARTICLE XII](#).
  2. No outdoor storage of any material (usable or waste) shall be permitted in this zone, except within enclosed containers.
  3. No lighting shall be permitted which would spill from this zone onto any street, or into any adjacent property.
  4. Screening and landscaping shall be provided, as regulated by [SECTION 9.17](#) of this ordinance. In no case shall the minimum planting strip be required to exceed the minimum setback requirement established for this zone.
  5. The following shall apply to bed and breakfast establishments:
    - a. The owner shall live in the dwelling unit and operate the bed and breakfast establishment;
    - b. Food service may be provided for resident guests only;
    - c. No exterior alterations and/or additions shall be permitted for the purpose of increasing the number of guest rooms;

- d. Interior alterations should maintain the unique characteristics of the structure, if possible;
  - e. One parking space per guest room and two parking spaces for the owner shall be provided on site; parking shall be limited to the side and rear yards, screened from adjacent properties with a six (6) foot high masonry or wood fence, or dense vegetation;
  - f. A site plan, as regulated by [SECTION 9.19](#) of this ordinance.
6. The following shall apply to owner-occupied and non-owner occupied short-term rentals:
- a. **PURPOSE:** The purpose of the short-term rental regulations is to provide regulations and guidance for short-term rental usage in unincorporated Kenton County. Short-term rentals are intended to be temporary lodging which allows property owners to leverage the agricultural community and natural resources of the area, maintain rural character and encourage Agri-tourism and tourism.
  - b. Must obtain any required building permit, zoning permit, and occupational license.
  - c. Site Distance for Access Points shall be regulated by [ARTICLE XI](#).
  - d. The maximum length of each stay shall be 29 days.
  - e. No lease shall be rented less than 1 night's stay.
  - f. There shall be no external evidence of a short-term rental. The street address must clearly be visible from the right-of-way.
  - g. Short-term rentals shall not adversely affect the character of the neighborhood nor shall the use generate noise, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of his or her property.
  - h. Short-term rentals are permitted in the primary structure and/or one accessory structure. Owner Occupied Short-term rentals shall be clearly incidental and commonly associated with the operation of the primary residential household living use.
  - i. Short-Term rentals shall not be located in mobile homes, recreational vehicles, travel trailers, tents, campgrounds, sheds, garages, or barns or any other structure typically not used as a residence.
  - j. Short-term rentals must provide one (1) parking space for each sleeping room or suite and one (1) for the caretaker of the property.
7. The following shall apply to agri-tourism activities:
- a. Agri-tourism activities shall end by 10 p.m. Sunday through Thursday and midnight on Friday and Saturday nights.
  - b. No agri-tourism use shall produce odors, light, noise, or dust that are or will be observable beyond the parcel boundary. As per Right to Farm regulations, this does not include normal farm operations.
  - c. Lighting requirements shall meet the following:
    - 1. All lighting shall be fully shielded from above, with no light being emitted above the horizontal plane.
    - 2. The maximum illumination at the property line shall not exceed 1 foot candle.
    - 3. Free standing lights shall not exceed fifteen (15) feet in height including base and/or pedestal.
  - d. Noise requirements shall meet the following: The sound pressure of noise radiated continuously shall not exceed 60 dB between 7:00 a.m. and 10:00 p.m. and 50 dB between 10 p.m. and 7 a.m. at the property line.

[Ord. # [930.5](#), Amendments to the Agri-tourism regulations, including adding a purpose statement, requiring any structure to be an agricultural building, requiring an owner or designee to be on the premises during an event, specifying allowed agri-tourism activities, limiting the capacity of events, and adding time, odor, lighting, noise and dust regulations, 01/24/2023]



**Brian Butler**  
Chief Deputy

**Jude S. Hehman**  
Sheriff's Office  
Kenton County, Kentucky

Kenton County Building  
1840 Simon Kenton Way, Suite 1200  
Covington, Kentucky 41011



**Office: 859-392-1800**  
**Fax: 859-392-1829**

## MEMORANDUM

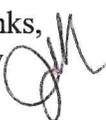
**DT: 12 February 2026**  
**TO: Sue Kaiser**  
**FR: Jerry Knochelmann**  
**RE: Surplus Firearm**

Sue,

We are going to surplus these items.

1. Glock Model #17, 9 mm, serial #BMWP517

Will you put these on the agenda for the Fiscal Court meeting on 24 February 2026?

Thanks,  
Jerry 

# Kenton County Fiscal Court



## EXCESS AND SURPLUS PROPERTY DISPOSAL FORM

Purpose: Use this form to report all equipment that is excess to your department's needs. After approval, this form will be forwarded to all department heads for review to determine if the excess property can be used in another department. If after 2 weeks no other department expresses interest in the equipment, it will be listed as Surplus Property and will need to be sold via bidding on GovDeals.

Department: <b>Kenton County Public Works/Fleet</b>		Current Location: <b>420 Independence Station Rd Independence, Ky 41051</b>		
Contact: <b>Spencer Stork</b>		Phone: <b>859-392-1920</b>		
Asset Number / Inventory Tag Number	Description	Condition	Approximate Age	Special Notes and Recommendation (Scrap / Surplus)
N/A	Stainless Flat Bed from R-35	Good	6.5 Years	GovDeals
N/A	V-Box, Spreader and Accessories from R-35	Good	6.5 Years	GovDeals
R-27	2014 Ford F-550 Dump Body Plow Truck Vin# 1FDUF5HT0EEA86444	Poor	12 Years	GovDeals
R-28	2014 Ford F-550 Dump Body Plow Truck Vin# 1FDUF5HT2EEA86445	Poor	12 Years	GovDeals

Department Head 	Recommended Disposition <p style="text-align: center;"><b>GovDeals</b></p>
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If Fleet maintained equipment, Fleet Services must approve removal from service

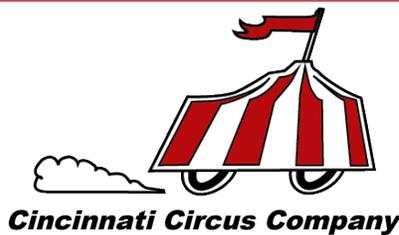
2-12-26	Recommended Disposition GovDeals <p style="text-align: center;"><b>GovDeals</b></p>
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If Computer or other electronic equipment, IT must approve removal from service

Treasurer

County Judge / Executive

**Cincinnati Circus Company**  
**6433 Wiehe Road**  
**Cincinnati, Ohio 45237**  
**www.CincinnatiCircus.com**  
**info@cincinnatiCircus.com**



**FED Tax ID #: 20-1380409**  
**Office: 513-921-5454**  
**After Hours: 513-400-3868**

## Event Engagement Contract

<b>Date of event:</b>		<b>Contact Person:</b>	
<b>Time of event:</b>		<b>Phone Number:</b>	
<b>Event Name:</b>		<b>Email Address:</b>	
<b>Subtotal</b> (See Invoice):	(See Invoice for Grand Total)	<b>Location of Performance:</b>	
<b>Artist Service:</b>	See Exhibit A		

This Contract for Services (the "Agreement") is made on \_\_\_\_\_ by and between JUGGLER DAVE AND FRIENDS, LLC d/b/a Cincinnati Circus Company ("CCC"), with a principal place of business at 6433 Wiehe Road, Cincinnati, Ohio 45237 and \_\_\_\_\_ ("Customer"), with a principal place of business at \_\_\_\_\_. Collectively, CCC and Customer shall be referred to throughout as the "Parties." Any notice under this Contract shall be served at the addresses listed herein.

### 1. DESCRIPTION OF SERVICES

Upon execution of this Agreement, CCC agrees to provide the Services listed on the attached Exhibit A, which is incorporated into this Agreement, for Customer. CCC further agrees to devote adequate time and effort using reasonable care and skill and in a workmanlike manner consistent with industry standards in performance of the Services described in this Agreement. Nothing in this Agreement, however, shall be construed as a guarantee on the part of CCC for results to Customer from the performance of the Services.

Customer understands that CCC may need to alter the Services in some non-material respects at its discretion. Notwithstanding any such alterations, which Customer expressly permits, CCC agrees to provide materially the same Services as described on the attached Exhibit A. In no event shall said changes nullify any of the other terms of this Agreement, including, but not limited to, the total cost of Services. Should CCC need to materially alter the Services before or during performance, Customer shall receive a partial reimbursement commensurate with the material change.

These Services will be performed in consultation with Customer, however, CCC shall have complete authority and sole discretion to determine the technical manners in which they are performed and completed. Such authority and discretion shall include the ability to hire and retain subcontractors to perform said Services. Customer further agrees to abide by all rules and regulations set forth by CCC.

### 2. TERMS OF SERVICE

This Agreement shall become effective upon execution. The date, time, and location of the Services are set forth on the attached Exhibit A.

CCC, by and through its employees and/or contractors (the CCC "Performers"), agrees to provide the Services from the start time to the end time listed on the attached Exhibit A. Notwithstanding the start and end time, Customer acknowledges and agrees that the Performers shall be permitted to take reasonable breaks for rest, nutrition, and general health. Such breaks are at minimum what is dictated by Ohio law, but are at the discretion of the Performers and based upon their individual needs.

Customer is responsible for providing a safe location for the performance of the Services. In the event the Performers arrive and do not feel that the location is suitable (i.e. inclement weather or other conditions) they are permitted to instruct Customer to find a suitable location. Failure of Customer to find a suitable location for the performance of the Services shall entitle CCC to cancel this Agreement. In the event of such cancellation, Customer shall remain obligated to pay the total Services price.

In the event Customer requests that the Performers extend the length of Service beyond the times listed on the attached Exhibit A, Customer expressly agrees that the cost of said Services shall be computed at the rate of service rendered under Exhibit A.

### 3. TOTAL PRICE OF SERVICES/PAYMENT

The total price for Services provided under this Agreement shall be \_\_\_\_\_ by check or \_\_\_\_\_ by credit card. Private events paid by check must be hand delivered prior to booking to secure event. Corporate, Company, and business events require a 20% non-refundable deposit due upon receipt of this correspondence to secure event. Full payment is due within 2 weeks of the event. If your company requires specific payment arrangements, please reach out to our accounting department as soon as possible. Payments made by credit card will incur a 4% processing fee.

Failure of Customer or its successors, heirs, assigns, and/or representatives, to make the payments set forth herein shall constitute a default under this Agreement which shall permit CCC to terminate this Agreement, with or without notice. Late payments shall incur interest at a rate of 10% per 30 days, compounding, beginning 30 days after the date the Services were performed.

### 4. NON-SOLICITATION OF CCC EMPLOYEES OR CONTRACTORS

Without the prior, written, consent of CCC, Customer agrees that it will not hire, as an employee or independent contractor, any of CCC's Performers for a period of 18-months following the completion of the Services.

Customer understands that the CCC does not have an adequate remedy at law for the breach or threatened breach of this Paragraph by Customer. Customer therefore agrees that if there is any such breach or threatened breach, CCC may, in addition to any other legal or equitable remedies which may be available to it, obtain a temporary restraining order and an injunction to enjoin or restrain Customer from the breach or threatened breach of any such covenants contained herein, in addition to monetary relief.

In the event that a court determines that Customer has breached this provision of the Agreement, Customer and CCC agree that the court shall award CCC its reasonable attorneys' fees and costs.

### 5. INDEMNIFICATION

Customer agrees that it will defend, indemnify, and hold harmless CCC, and any of its agents, employees, contractors, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies, and partners for any and all losses, claims, actions, or proceedings of any kind and character that may be presented or initiated by any other persons or organizations and which arise directly or indirectly from CCC's performance of the Services contemplated by this Agreement, including court costs and attorneys' fees, if any, which CCC may sustain, to the fullest extent permitted by law.

### 6. CANCELLATION

All cancellations shall be made in writing and delivered to CCC at the address listed in the introductory clause of this Agreement by certified mail or by electronic mail, with receipt acknowledged, to: Info@CincinnatiCircus.com.

Upon execution of this contract the customer agrees to the following cancellation terms regardless of the reason including weather, acts of god, force majeure, pandemic, communicable disease, or any other unforeseen event.

If the Customer cancels the Services after executing this Agreement, the following fee structure applies:

- a. Cancellation between the issue date of the contract and 2 weeks prior, 20% of the total amount + expenses incurred by CCC shall be due;
- b. Cancellation between 2 weeks and 48 hours prior to event date, 50% of the total amount + expenses incurred by CCC shall be due (catering, decorations, etc.);
- c. Cancellation less than 48hrs from the start of the event 100% of the total amount + expenses incurred by CCC

**7. DEFAULT**

The occurrence of any of the following, which should not be considered an exhaustive list, shall constitute a default under this Agreement:

- a. The failure to make a required payment when due
- b. The insolvency or bankruptcy of either party
- c. Breach of a material obligation under this Agreement
- d. Failure to provide a safe location for the performance of the Services

In the event that Customer defaults under this Agreement, Customer agrees to pay CCC's attorney's fees and other collection costs incurred, whether or not a lawsuit is commenced, and further agrees that any unpaid amount is subject to monthly interest at the statutory rate.

**8. LIMITATION OF LIABILITY**

In no event shall CCC or any of its agents, employees, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies and partners be liable to customer or any other person or entity for any special, indirect, punitive, incidental, or consequential damages whatsoever arising out of or related to this agreement or any of the services, including, without limitation, loss of profits, injuries or death to persons or property, loss of use of property, loss or damage to data or records or damages for which customer may be liable to other persons or entities, even if CCC has been advised of the possibility of such damages. CCC's maximum aggregate liability under this agreement shall not exceed the amount of payments actually made by customer to CCC under the applicable agreement giving rise to such claim.

**9. RIDES AND RENTALS**

Not all Services will result in the rental of rides. In the event rides are requested, Customer understands that all rides and rentals are inherently dangerous and assumes sole liability and responsibility for the safe staffing, operation, conditions, and circumstances surrounding the ride. Customer further agrees to be responsible for any theft or damage to the property. Client agrees to staff all rides with attendants who are over the age of 16 unless otherwise noted on the attached Exhibit A. Customer acknowledges and agrees that CCC is not the manufacturer of the rides nor an agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship, or capacity. Pursuant to Paragraphs 5 and 8, Customer expressly agrees to hold CCC harmless in the event of any injury or damage caused by the use of the rides. In the event a ride becomes dangerous or inoperable during the performance of the Services, CCC and/or its Performers shall have the option to close the ride for the remainder of the Services. In the event of such a closure, Customer shall be entitled to the return of the percentage of the total cost of Services associated with the inoperable ride.

Customer agrees to be held financially responsible for the cleanup or restoration of any rides damaged by mud, dirt, leaves, chips, cuts, tears, and/or burns caused by Customer and/or its guests. Customer shall work with the Performers to prohibit any silly string, food, sharp objects, glass, and/or rough play on or near the rides. Customer shall reimburse CCC upon receipt of CCC's invoice. *\*Optional damage waiver covers accidental damage to items.*

**10. ANIMALS**

Not all Services will result in the use of animals. In the event animals are requested, Customer understands and agrees that they are inherently dangerous animals, and pursuant to Paragraphs 5 and 8, assumes sole liability and responsibility for all injuries, damages, and/or deaths resulting from the act of an animal.

**11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties relating to the performance of Services, and the Parties acknowledge that there have been no warranties or representations, either expressed or implied, outside the terms of this Agreement to induce them to enter into this Agreement.

RIGHT OF SUBSTITUTION CLAUSE: CCC shall have complete discretion concerning which of its personnel perform and may provide a substitution of named performers whenever necessary. CCC certifies that such personnel will be adequately skilled and qualified.

**12. MODIFICATION OF AGREEMENT**

This Agreement may not be modified in any way unless executed in writing and signed by all Parties to this Agreement.

**13. ADEQUATE CONSIDERATION**

The Parties acknowledge that the consideration received for the execution of this Agreement is sufficient and lawful supporting the execution of the Agreement.

**14. FINDING OF UNENFORCEABILITY/SEVERABILITY**

If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

**15. COUNTERPARTS**

This Agreement may be executed in counterpart originals, each of which shall be deemed an original. A faxed, scanned, or electronically signed copy of an executed counterpart shall be as binding on all Parties as the original.

**16. BINDING**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective shareholders, members, managers, directors, officers, employees, affiliates, attorneys, consultants, insurers, and agents, and their respective heirs, executors, administrators, predecessors, successors and assigns.

**17. GOVERNING LAW**

This Agreement shall in all respects be interpreted, enforced, and governed by and under the law of the State of Ohio. Any and all disputes with respect to this Agreement shall be brought exclusively in the courts located in Hamilton County, Ohio.

**18. SIGNATURES/WARRANTIES**

Both CCC and Customer represent and warrant that they have the full right, power and authority necessary to enter into this Agreement and to grant the rights contained herein and that by entering into this Agreement, neither will breach or violate any provisions of any other agreement to which it is bound. The Parties have executed or caused their duly and authorized officers to execute this Agreement on the dates indicated below. The individuals signing this Agreement on behalf of any of the Parties represent and warrant that they have the authority to do so.

**CUSTOMER:**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**JUGGLER DAVE AND FRIENDS, LLC:  
 d/b/a/ Cincinnati Circus Company**

  
 Name: Dave Willacker

Title: Owner

Date:

**Cincinnati Circus Company**  
**6433 Wiehe Road**  
**Cincinnati, Ohio 45237**  
**www.CincinnatiCircus.com**  
**Events@cincinnatiCircus.com**



**FED Tax ID #: 20-1380409**  
**Office: 513-921-5454**  
**After Hours: 513-400-3868**  
**Fax: 513-806-2342**

## Event Engagement Invoice

<b>Date of event:</b>		<b>Contact Person:</b>	
<b>Time of event:</b>		<b>Phone Number:</b>	
<b>Event Name:</b>		<b>Email Address:</b>	
<b>Subtotal</b> <small>(See Invoice):</small>	<small>(See Invoice for Grand Total)</small>	<b>Location of performance:</b>	
<b>Artist Service:</b>	<small>See Exhibit A</small>		

**All payments must be made within 14 days prior to the start of the event or rental.**

**If Paying With Check, Money Order Or Cash:**

Mail payment to the address above (upper left corner) and write event date & contact name in the memo line. Make Checks payable to "Juggler Dave and Friends llc".

**= Subtotal:** \_\_\_\_\_

**Damage Waiver:** \_\_\_\_\_

**Delivery/Travel:** \_\_\_\_\_

**+ Sales Tax:** \_\_\_\_\_

**= Total:** \_\_\_\_\_

**= Grand Total** \_\_\_\_\_

**Amount Paid:** \_\_\_\_\_

**Remaining Due:** \_\_\_\_\_

**If Paying With Credit Card:**

Please contact our accounting department to provide credit card payment information by phone (513) 921-5454, through the QuickBooks link sent to your email, or fill out the form below.

**= Subtotal:** \_\_\_\_\_

**Damage Waiver:** \_\_\_\_\_

**Delivery/Travel:** \_\_\_\_\_

**+ Sales Tax:** \_\_\_\_\_

**= Total:** \_\_\_\_\_

**(+4% CC Processing Fee):** \_\_\_\_\_

**= Grand Total** (w/ CC processing fee): \_\_\_\_\_

**Amount Paid:** \_\_\_\_\_

**Remaining Due:** \_\_\_\_\_

For Credit Card Payment please complete the following:

CC#: \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration(MM/YY): \_\_\_\_\_

Billing (Street): \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Signature:

\_\_\_\_\_



# Ride Rental

## Operator/Attendant Responsibility Checklist

Client/Volunteer assumes responsibility for the proper operation of the ride and the safety of its participants. Client/Volunteer will limit the number of people on the ride to a proper and safe number. Client/Volunteer will restrict any misuse or aggressive use of ride which may result in injury. Client/Volunteer will shut down ride if there are any conditions that may result in injury.

Client/Volunteer will attend ride at all times and ensure safe use of the ride. Client/Volunteer agrees to the proper operation of the ride and assumes all liability for misuse. Signature at bottom assumes all responsibilities for ride.

<u>Renter Initials</u>	<u>Owner/Rep . Initials</u>	<u>Operator/Attendant Responsibilities</u>
X	X	<b>*Supervision by an adult trained attendant is required at all times.</b>
X	X	<b>Limit the number of people on ride (Number is listed on side of ride)</b>
X	X	The Operator/Attendant should point out and make all riders aware of the Rules posted on the side of the game
X	X	The inflatable MUST BE securely anchored at all times.
X	X	Entry into the inflatable device should be orderly and in a controlled manner.
X	X	<b>Riders should be of similar age range, height, and weight.</b>
X	X	Persons with mental or physical impairment should not be allowed to use this ride.
X	X	<b>NO:</b> Shoes, eyeglasses, jewelry, or other sharp objects
X	X	<b>NO:</b> Somersaults, diving, wrestling, rough play, or flips
X	X	<b>NO:</b> Food, drinks, gum, pets, or silly string
X	X	Do not jump onto or off the ride.
X	X	Use of whistles and signaling devices is recommended
X	X	Keep patrons away from the blower at all times
X	X	<b>DO NOT USE:</b> and immediately deflate the inflatable if wind conditions exceed 15 mph and/or it rains
		<b><u>FOR RIDES WITH CLIMBS AND SLIDES</u></b>
X	X	Go down the slide feet first only.
X	X	<b>NO:</b> climbing up the slide the wrong way
X	X	<b>NO:</b> jumping onto the slide area
		<b><u>EMERGENCY PROCEDURES</u></b>
X	X	<i>In the unlikely event of a severe weather alert, power failure, or a medical emergency:</i>
X	X	Exit patrons in an orderly fashion away from the game
X	X	Turn off the blower and unplug from the outlet
X	X	Keep patrons and guests away from the inflatable
X	X	Call the appropriate emergency responders if necessary

*I have been instructed in and understand the Operator/Attendant Responsibilities and the Procedures listed above.*

Operator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_

Location/Event: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Juggler Dave &amp; Friends, LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>dba Cincinnati Circus Co</b></p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>6433 Wiehe Rd</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Cincinnati, OH 45237</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
2 0 - 1 3 8 0 4 0 9	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Dave Willacker</i>	Date <i>01-01-2026</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**PROFESSIONAL SERVICES PROJECT AGREEMENT - ADDENDUM**

**DATE – January 22, 2026**

This project agreement addendum between Bayer & Becker, Inc. (BB) and the PROJECT CLIENT identified herein provides for the professional services described herein.

<b>ADDENDUM NO.:</b>	1
<b>NATURE OF ADDENDUM:</b>	Kenton County Fiscal Court
<b>PROJECT CLIENT:</b>	Kenton County Fiscal Court
<b>PROJECT TITLE:</b>	25-0339 Kenton County New Park
<b>PROJECT NO.:</b>	25-0339
<b>EFFECTIVE DATE OF ORIGINAL AGREEMENT:</b>	October 7, 2025

**DESCRIPTION OF MODIFICATIONS, ALTERATIONS OR CHANGES TO ORIGINAL AGREEMENT:**

The PROJECT CLIENT requests a Market Analysis for recreation amenities. The scope of work includes a market assessment for the project that reflects projections for population, new participation statistics, and development of service areas. The final deliverable is a report that will guide programming for the park.

BB and the PROJECT CLIENT hereby agree to modify the above-referenced original project agreement as set forth in this Addendum. All terms and conditions of the original agreement and all prior addendums remain in full force and effect unless otherwise revised by this addendum. The Effective Date of this Addendum is as first stated above.

**COMPENSATION TO BE PAID TO BB FOR PROFESSIONAL SERVICES:**

The total compensation payable to BB for services rendered under this agreement, including fees, and reimbursable expenses, shall be in accordance with the Contract Price indicated below, or, if no Contract Price is indicated, in accordance with BB’s Standard Hourly Billing Rates for Professional & Technical Services per the existing contract.

***\$8,000***

**Note: This project agreement addendum becomes void if not signed within 30 days of the above date.**

==

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means will be valid and effective to bind the party so signing. This Agreement will not be valid until approved and signed by an authorized representative of each party hereto.



I understand that by Electronically signing this document, it is covered by the Uniform Electronic Transactions Act (UETA), eSign Act, and State eSign laws. These laws define that a document or signature cannot be denied legal effect or enforceability because it is in electronic form.

Electronically signed and dated by:

**APPROVED:**

**Bayer & Becker, Inc.**

**PROJECT CLIENT: Kenton County**

**Title: Principal | Director of Landscape Architecture**

**Title:**



## Memorandum

**TO:** Kenton County Fiscal Court

**FROM:** Spencer Stork, Director of Public Works  
Tom Hurtt, Fleet Services Supervisor

**DATE:** February 24, 2026

**RE:** Fleet Vehicle Replacements

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The Kenton County Public Works Department is requesting permission from the Fiscal Court to accept MA 605 2600000599 from Bachman Chevrolet for the purchase of two (2) 2026 Chevy 3500HD (CK31043) utility body, crew leader trucks. The cost of \$133,684 (\$66,842 each) is \$16,316 under the budgeted amount, as part of the vehicle replacement program.

We are also asking permission to go out to bid for additional upfitting items that are not included in this Master Agreement. We anticipate the cost for these additional needs to stay within the total budget amount.

Thank you for your consideration.



## Bachman Commercial

Chuck Hill | 502-395-3996 | [c.hill@bachmanautogroup.com](mailto:c.hill@bachmanautogroup.com)

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA  
Work Truck





# Bachman Commercial

Chuck Hill | 502-395-3996 | c.hill@bachmanautogroup.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

## Quote Worksheet

	<b>MSRP</b>
Base Price	\$52,800.00
Dest Charge	\$2,795.00
Total Options	\$18,793.00
<b>Subtotal</b>	<b>\$74,388.00</b>
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount	(\$7,546.00)
<b>Subtotal Discount</b>	<b>(\$7,546.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$66,842.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$66,842.00</b>

Dealer Signature / Date

Customer Signature / Date

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
CK31043	2026 Chevrolet Silverado 3500HD CC 4WD Crew Cab 177" WB, 60" CA Work Truck	\$52,800.00

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00



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Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (  Complete )

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	Inc.

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MKM	Transmission, 10-Speed automatic (STD)	0.00 lbs	0.00 lbs	\$0.00

AXLE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYW	Wheels, 17" (43.2 cm) painted steel (STD)	0.00 lbs	0.00 lbs	Inc.

TIRES				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QZT	Tires, LT235/80R17E all-terrain, blackwall (STD)	0.00 lbs	0.00 lbs	Inc.



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Data Version: 27772. Data Updated: Feb 16, 2026 6:46:00 PM PST.

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (  Complete )

SPARE TIRE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZZT	Tire, spare LT235/80R17E all-terrain (Requires (QZT) all-terrain tires.)	0.00 lbs	0.00 lbs	\$380.00

PAINT				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00



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Data Version: 27772. Data Updated: Feb 16, 2026 6:46:00 PM PST.

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DBG) power trailer mirrors with heated upper glass and manual extending/folding (Not available with (ZLQ) WT Fleet Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.)	0.00 lbs	0.00 lbs	\$300.00

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GTY	Rear axle, wide-track (Included with (PCK) Ambulance / Fire / Rescue Package.)	0.00 lbs	0.00 lbs	\$190.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs	Inc.

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, (U12) perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]), Black (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror.)	0.00 lbs	0.00 lbs	\$660.00
V46	Bumper, front chrome	0.00 lbs	0.00 lbs	\$100.00



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Data Version: 27772. Data Updated: Feb 16, 2026 6:46:00 PM PST.

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> .	0.00 lbs	0.00 lbs	\$150.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, interior, 120-volt (400 watts) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	0.00 lbs	0.00 lbs	\$150.00

### ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a>	0.00 lbs	0.00 lbs	\$73.00
8S3	Back-up alarm, 97 decibels. Shipped loose for dealer or upfitter installation on chassis cab models.	0.00 lbs	0.00 lbs	\$45.00

### ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	0.00 lbs	0.00 lbs	\$895.00

### CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
Third Key	Third Key	0.00 lbs	0.00 lbs	\$325.00
Upfit	9' Knapheide Service Body	0.00 lbs	0.00 lbs	\$15,100.00
<b>Options Total</b>		<b>0.00 lbs</b>	<b>0.00 lbs</b>	<b>\$18,793.00</b>



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Data Version: 27772. Data Updated: Feb 16, 2026 6:46:00 PM PST.



## **MEMORANDUM**

2/24/2026

TO: Kenton County Fiscal Court

FROM: Joe Shriver

RE: Sole Source Designation – Stryker Corporation

The county's spare ambulance is equipped with a Stryker Power-LOAD cot-fastening system and a Stryker Power-PRO ambulance cot. Stryker holds the current maintenance and service agreement for these systems, and renewal of this agreement requires sole source designation as Stryker Corporation is the only vendor capable of providing manufacturer-authorized service for this equipment.

Given the proprietary nature of the equipment and Stryker's exclusive control over service, parts and technical support, Stryker is the only qualified vendor capable of providing maintenance for the Power-LOAD and Power-PRO systems.

The requested sole source designation will allow the county to renew the maintenance and service agreement with Stryker for four years. The total cost of this agreement is \$13,190.40. This is included in the budget under line item 01-5135-706 – Kenton County Fire Chiefs.



# Kenton County Fire Chief's Association

**PO BOX 175**

**Independence, KY 41051**

**Chairman: Chief Paul LaFontaine**

**Elsmere Fire Department**

**(859) 342-7505**

**TO:** Kurt Greivenkamp, Treasurer

**FROM:** Paul LaFontaine, Chairman

**DATE:** January 28, 2026

**SUBJECT:** Sole-Source Justification and Renewal Request – Stryker Maintenance Agreement for Power-LOAD System and Power-PRO Cot

This memorandum requests approval to renew the maintenance and service agreement with Stryker for the Power-LOAD system and Power-PRO cot installed in the Kenton County spare ambulance housed at the Independence Fire District. This renewal requires sole-source authorization, as Stryker is the only vendor capable of providing manufacturer-authorized service for this equipment.

The county's spare ambulance is equipped with a Stryker Power-LOAD cot-fastening system and a Stryker Power-PRO ambulance cot. These devices are critical patient-handling systems designed to reduce lifting injuries, improve operational safety, and ensure compliance with current EMS transport standards. Regular preventive maintenance and timely repairs are essential to ensure the equipment remains safe, reliable, and fully operational.

## Sole-Source Justification

Stryker is the exclusive provider of maintenance, repair, and technical support for the Power-LOAD and Power-PRO systems. The following factors prevent the County from obtaining competitive price quotes from alternative vendors:

### 1. Proprietary Technology and Intellectual Property

- The Power-LOAD and Power-PRO systems contain proprietary mechanical, electrical, and software components owned solely by Stryker.
- Diagnostic software, calibration tools, firmware, and internal components are not licensed or distributed to third-party service companies.
- Only Stryker technicians have access to the manufacturer's internal service protocols, engineering specifications, and safety-critical updates.

### 2. No Authorized Third-Party Service Providers

- Stryker does not certify or authorize any outside vendors, contractors, or biomedical service companies to perform maintenance or repairs on these systems.

- Any service performed by a non-Stryker technician would violate manufacturer requirements and void all safety certifications and liability protections.

### 3. Exclusive Access to OEM Parts and Safety Upgrades

- Replacement parts, structural components, hydraulic assemblies, lift actuators, and electronic modules are manufactured and distributed exclusively by Stryker.
- Third-party vendors cannot legally obtain genuine Stryker parts, nor can they install required firmware or safety-related updates.
- Use of non-OEM parts would compromise equipment integrity and expose the County to significant liability.

### 4. Warranty, Liability, and Compliance Requirements

- Even though the equipment may be outside its initial warranty period, Stryker requires that all service be performed by Stryker-trained technicians to maintain compliance with safety standards.
- Patient-handling equipment is considered high-risk medical equipment; improper service could result in equipment failure, patient injury, or provider injury.
- Using an unauthorized vendor would place the County at risk for equipment malfunction and potential legal exposure.

### 5. Industry Standard and National Practice

- Across the EMS industry, Stryker maintains a closed service model for its powered cot and load systems.
- Fire/EMS agencies nationwide rely exclusively on Stryker service agreements because no alternative vendors exist who can legally or technically perform this work.

Because Stryker is the sole manufacturer, sole parts supplier, and sole authorized service provider, no other vendor can legally or technically perform maintenance on this equipment. As a result:

- No competitive market exists for this service.
- No other vendor can provide a compliant quote.
- Any attempt to solicit quotes from outside vendors would result in non-responsive or non-compliant bids.

Given the proprietary nature of the equipment and Stryker's exclusive control over all service, parts, and technical support, Stryker is the only qualified vendor capable of providing maintenance for the Power-LOAD and Power-PRO systems.

Please contact me if additional documentation or clarification is required.

**ProCare Services**

3800 E. Centre Ave.  
Portage MI 49002 USA  
1 800 STRYKER  
stryker.com

<b>To:</b>	Whom it may concern
<b>Subject:</b>	Emergency Care parts and service
<b>Date:</b>	October 2024

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All service parts are either manufactured by Stryker or purchased from outside suppliers who are contracted by Stryker and must abide by thorough testing and controls. These parts are all new, tested and the only ones approved for use on Stryker products.

Stryker employs its own field service team (known as ProCare Services) to service its products. Each field service technician goes through rigorous training for each product and are governed through FDA approved processes and documentation requirements. ProCare Services only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Additionally, there are no 3<sup>rd</sup> party companies approved to provide service work. Stryker's Emergency Care products include, but are not limited to:

- Power-LOAD powered fastener system
- Power-PRO 2 powered ambulance cot
- Power-PRO XT powered ambulance cot
- Stair-PRO
- Xpedition
- LUCAS Chest Compression System (all versions)
- LIFEPAK 15, LIFEPAK 20e and LIFEPAK 35 monitor/defibrillator
- LIFEPAK 1000, LIFEPAK CR plus and LIFEPAK CR2 defibrillator

Stryker is governed and regulated by the Food and Drug Administration (FDA). Among many requirements, all tooling used in connection with servicing equipment must be calibrated and appropriately documented. This work is controlled by Stryker's home offices in Portage, MI, U.S. and Redmond, WA, U.S. Calibration and training records are available upon request.

Stryker's quality team reviews and documents service repairs. Every service event is tracked and trended to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, LIFEPAK CR, LUCAS, Power-LOAD, Power-PRO, ProCare, Stair-PRO, Stryker, Xpedition. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



**MEMORANDUM**

**DATE:** February 18, 2026  
**TO:** Kenton County Fiscal Court  
**FROM:** Rachel Ackerson, Purchasing Manager  
**RE:** Request for Approval to Solicit Proposals for Road Reconstruction

The Kenton County Purchasing Department is requesting permission from the Kenton County Fiscal Court to advertise a Request for Proposal (RFP) for a road reconstruction project in Harvest Hill Subdivision.

This recommendation was discussed and confirmed by Kenton County Public Works Director, Spencer Stork and Engineering Services and CIP Manager, Brandon Seiter.

Thank you for your consideration.



**Andy Beshear**  
GOVERNOR

# TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

## MEMORANDUM

**TO:** Jim Gray  
Secretary

**THRU:** Mike Hancock, P.E.  
Deputy Secretary

**THRU:** James Ballinger, P.E.  
State Highway Engineer

**THRU:** Robert Yeager, Executive Director  
Department of Highways

**THRU:** Shaun McKiernan, Executive Director  
Office of Budget & Fiscal Mgmt.

**THRU:** William Fogle or Todd Shipp  
Office of Legal Services

**FROM:** Laura Hagan, Director  
Division of Purchases

**DATE:** February 19, 2026

**SUBJECT:** SC 605 2500001699

Initial  
TS

Attached is a modified contract for Kenton County Snow and Ice Agreement requested by District 6. Transfer \$40,000.00 from Line Item 2 Snow and Ice Operations - Hourly Operator to Line Item 3 Snow and Ice Operations – Salt. The adjusted amount is \$240,000.00 to commodity line 2 and \$84,015.00 for commodity line 3.

Attached is a contract for Kenton County Snow and Ice Agreement requested by District 6. The service dates of this contract will be November 1, 2025 to April 15, 2026 with the overall contract amount of \$501,955.00.



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

<b>Document Number:</b>	SC	605	2500001699	<b>Version:</b> 2
Record Date:				
Document Description:	Kenton Co Snow and Ice Agreement 2026			
Cited Authority:	KRS177.280 Agreements of highway government units			
Reason for Modification:	Modification - transfer \$40,000 from Line Item 2 to Line Item 3. To cover the expense of salt for the remainder of the winter. No changes made to the total of contract. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.			

<b>Issuer Contact:</b>	
Name:	LATASHA CHENAULT
Phone:	502-782-5673
E-mail:	latasha.chenault@KY.GOV

<b>Vendor Name:</b>	<b>Vendor No.:</b>	KY0033901
KENTON COUNTY FISCAL COURT	<b>Vendor Contact</b>	
ROAD FUND	Name:	Kurt Greivenkamp
1840 Simon Kenton Way	Phone:	859-392-1444
Suite 5100	E-mail:	kurt.greivenkamp@kentoncounty.org
COVINGTON KY 41011		

<b>Shipping Information:</b>	<b>Billing Information:</b>
	KYTC District 6 - Covington District Office
	421 Buttermilk Pike
	Covington KY 41017-0130

**Effective From:** 11/01/2025      **Effective To:** 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Snow and Ice Operations - Single Axle Dump Trucks	\$0.000000	\$177,940.00	\$177,940.00

**Extended Description:**

Compensate the County Forty-Four Thousand Four Hundred Eight-Five Dollars (\$44,485.000) service fee for fiscal year 2026 per single axle dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2025 through April 15, 2026.

**Effective From:** 11/01/2025      **Effective To:** 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
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2		0.00000		Snow and Ice Operations - Hourly Operator	\$0.000000	\$240,000.00	\$240,000.00
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**Extended Description:**

Compensate the County One Hundred Forty Dollars per hour (\$140/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A

**Effective From:** 11/01/2025

**Effective To:** 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Snow and Ice Operations - Salt	\$0.000000	\$84,015.00	\$84,015.00

**Extended Description:**

Compensate the County Eighty-Eight Dollars and Three Cents (\$88.03) per ton for each ton of road salt used while the County performs snow and ice operations on the state-owned roadways listed in Addendum A

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$501,955.00</b>
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**2/19/26 Modification #1 - transfer \$40,000 from Line Item 2 to Line Item 3. To cover the expense of salt for the remainder of the winter. No changes made to the total of contract. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.**

### **Memorandum of Agreement (SC)**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Kenton County Fiscal Court (“the Contractor”) to establish an agreement for Snow and Ice Operations. The initial MOA is effective from November 1, 2025 through April 15, 2026.

#### **SECTION 1-ADMINISTRATIVE OVERVIEW**

##### **1.00- Purpose and Background**

To establish an agreement for Snow and Ice Operations

##### **1.01- Issuing Office**

The Kentucky Transportation Cabinet’s Division of Purchases is issuing this Agreement on behalf of the KYTC Department of Highways District 6. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

##### **1.02 – Communications**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:  
 Andy Yeager, P.E  
 Transportation Engineer Supervisor, District 6  
 Kentucky Transportation Cabinet  
 3923 Madison Pike  
 Covington, KY. 41017  
 Phone: 859-356-5300  
 Email: [Andy.Yeager@ky.gov](mailto:Andy.Yeager@ky.gov)

Buyer:  
 Latasha Chenault  
 Division of Purchases  
 Kentucky Transportation Cabinet  
 200 Mero Street  
 Frankfort, Kentucky 40622  
 Phone: 502-782-5673

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Email: [Latasha.Chenault@ky.gov](mailto:Latasha.Chenault@ky.gov)

Contractor Representative:  
 Spencer Stork, P.E.  
 Kenton County Engineer – Director of Public Works  
 420 Independence Station Road  
 Independence, KY 41051  
 Phone: 859-392-1920  
 Email: [spencer.stork@kentoncounty.org](mailto:spencer.stork@kentoncounty.org)

**SECTION 2-SCOPE OF SERVICES**

**2.00 Services Required:**

WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the County; and

WHEREAS, the County has agreed to perform for the Department snow and ice operations on certain state owned roads within the limits of Kenton County.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

**ARTICLE I - OBLIGATIONS OF THE DEPARTMENT**

**Scope of Agreement:**

(a) Within this Agreement, the County agrees to perform snow and ice operations of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality. Snow and Ice operations are more fully defined by the Manuals for Maintenance and Field Operations Guide.

**ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT**

**The Department shall:**

(a) Compensate the County Forty-Four Thousand Four Hundred Eight-Five Dollars (\$44,485.00) service fee for fiscal year 2026 per single axel dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2025 through April 15, 2026. Compensate the County One Hundred Forty Dollars per hour (\$140/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A. Compensate the County Eighty-Eight Dollars and Three Cents per Ton (\$88.03/TON) for each ton of salt used while performing snow and ice on the state owned roadways listed in Addendum A.

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- (b) Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

Service fee – November 1, 2025  
November 1, 2025 – January 31, 2026  
February 1, 2026 – April 15, 2026

- (c) Make inspections during snow and ice events on the roadways listed in Addendum A that are treated by the County and/or its contractors.

**ARTICLE III – RESPONSIBILITY OF COUNTY**

The County Shall:

- (a) Pass a resolution authorizing the Kenton County Judge Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.
- (b) Procure up to four single axel dumps trucks retrofitted for snow and ice operations. Provide two operators per truck to treat the roadways listed in Addendum A during snow and ice events from November 1, 2025 through April 15, 2026.
- (c) Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary).
- (d) Keep accurate records of any and all snow and ice activities including records of the call out times, report time and active time the trucks are treating routes listed in Addendum A. Material usage will be paid by a separate agreement.
- (e) Submit a monthly summary of operator’s snow and ice hours and material used and their associated costs on the routes listed in Addendum A to the Department’s Covington Section Supervisor.
- (f) Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

Service fee – November 1, 2025  
November 1, 2025 – January 31, 2026  
February 1, 2026 – April 15, 2026

**ARTICLE IV – INDEMNIFICATION**

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(a) The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

**ARTICLE V – GENERAL TERMS**

- (a) The Department may, at any time, inspect records kept by the County pursuant to this Agreement.
- (b) This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties. This agreement shall be amended once the number of seasonal employees is finalized no later than November 1, 2025.
- (c) This Agreement is effective November 1, 2025 and continuing through April 15, 2026.
- (d) Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and County. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary’s decision shall be final.
- (e) The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.
- (f) This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which obligations were made or which was commenced before the notice of termination was given.

**SECTION 3-PRICING**

**Commodity Line 1**

Service fee of \$44,485.00 per Single Axle Dump Truck

**Commodity Line 2**

Salting/Plowing fee of \$140 per hour

**Commodity Line 3**

Salt at \$88.03 per ton

Invoices shall be submitted electronically to [KYTC.D06PDPInvoices@ky.gov](mailto:KYTC.D06PDPInvoices@ky.gov)

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.

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- 6. Cumulative total for all invoices to date.
  - 7. Detailed description of services provided.
- Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

**SECTION 4- KYTC GENERAL TERMS AND CONDITIONS**

**4.00-Memorandum of Agreement Standard Terms and Conditions**

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor;

**4.01-Contract Components and Order of Precedence**

The Commonwealth’s acceptance of the Contractor’s offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

- 1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
- 2. The Contractor’s final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

**4.02-Changes and Modifications to the Contract**

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

**4.03-No Required Use of Contract**

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

**“ADDENDUM A”**

**KENTON COUNTY ROADS TO BE TREATED DURING SNOW AND ICE EVENTS BY KENTON COUNTY FISCAL COURT**

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### **ROUTE #1 – 12.538 Miles**

**KY 177 – (DeCoursey Pike)** - from KY 536 (Visalia Road) to the Banklick Creek Bridge near Grand Avenue, a distance of 10.041 miles. (MP 9.174 to MP 19.215)

**KY 2044 – (Marshall Road & Petty Road)** - From KY 16 to the intersection with KY 177 in Ryland Heights, a distance of 2.497 miles. (MP 0.000 to MP 2.497)

### **ROUTE #2 – 11.968 Miles**

**KY 16 – (Walton-Nicholson Road)** - From the Boone County line to the junction with KY 1486 (Stephens Road), a distance of 6.426 miles. (MP 0.000 to MP 6.426)

**KY 17 – (Madison Pike)** - from KY 14 (Rich Road) to the KY 16 (Taylor Mill Road), a distance of 5.542 miles. (MP 3.974 to MP 9.516)

### **ROUTE #3 – 12.046 Miles**

**KY 1501 – (Hands Pike)** - From KY 17 (Madison Pike) to KY 16 (Taylor Mill Road), a distance of 2.496 miles. (MP 0.000 to MP 2.496)

**KY 2047 – (Senour Road & Klette Road)** - From the junction with KY 1486 (Fowler Creek Road) to the junction with KY 177 (DeCoursey Pike), a distance of 3.981 miles. (MP 0.000 to MP 3.981)

**KY 3035 – (Wayman’s Branch Road)** - From the junction with KY 17 X, to a junction with KY 1501, a distance of 2.720 miles. (MP 0.000 to MP 2.720)

**KY 3716 – (Taylor Mill Road)** - From the junction with KY 16, to another junction with KY 16, near I-275, a distance of 2.849 miles. (MP 0.000 to MP 2.849)

### **ROUTE #4 – 10.083 Miles**

**KY 1486 & KY 1486 C – (Fowler Creek Road & Connector)** - From KY 16 (Taylor Mill Road) to KY 3035 (Old KY 17), a distance of 3.632 miles. (MP 0.000 to MP 3.632)

**KY 1829 – (Richardson Road)** - From the junction with KY 1303, to a junction with KY 3035 (Old KY 17), a distance of 3.363 miles. (MP 1.024 to MP 4.387)

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**KY 2045 – (McCullum Road, Oliver Road & Cox Road) -** From the junction with KY 17 X (Old Madison Pike) to the junction with KY 16 (Taylor Mill Road), a distance of 2.375 miles. (MP 1.336 to MP 3.711)

**KY 842 – (Richardson Road)** From the Boone County line to the junction with KY 1303 (Turkeyfoot Road), a distance of 0.713 miles. (MP 0.000 to MP 0.713)

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**MOA/PSC Exception Standard Terms and Conditions**  
**Revised February 2026**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract,

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including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **4.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

#### **5.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

#### **6.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **7.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency**

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**within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

### **8.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

### **9.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

### **10.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

### **11.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

### **12.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

### **13.00 Campaign finance**

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**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**14.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**15.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

**16.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

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To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by

providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

### **17.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

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Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

### **18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

### **Boycott Provisions**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

### **Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was

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convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

**19.00 Artificial Intelligence (AI)**

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Judge/Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Kris KnocheImann

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

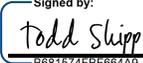
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

Signed by:  
  
\_\_\_\_\_  
B881574FBF664A9...  
Attorney



**Andy Beshear**  
GOVERNOR

# TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

## MEMORANDUM

**TO:** Jim Gray  
Secretary

**THRU:** Mike Hancock, P.E.  
Deputy Secretary

**THRU:** James Ballinger, P.E.  
State Highway Engineer

**THRU:** Robert Yeager, Executive Director  
Department of Highways - District 6

**THRU:** Shaun McKiernan, Executive Director  
Office of Budget & Fiscal Mgmt.

**THRU:** William Fogle or Todd Shipp  
Office of Legal Services

**FROM:** Laura Hagan, Director  
Division of Purchases

**DATE:** February 20, 2026

**SUBJECT:** SC 605 2500001702

Initial  
WF

Attached is a modified contract for an Agreement with Kenton County Maintenance requested by District 6. An additional \$100,000.00 has been added.

The original contract was in the amount of \$228,900.00 has now increased making the new amount of \$328,900.00 for period July 1, 2025 through June 30, 2026.



# Commonwealth of Kentucky

## CONTRACT MODIFICATION

<b>Document Number:</b>	SC	605	2500001702	<b>Version:</b> 2
Record Date:				
Document Description:	Kenton Co Maintenance Agreement 2026			
Cited Authority:	KRS177.280 Agreements of highway government units			
Reason for Modification:	Modification - added an additional \$100,000 to the contract so that Kenton County Public Works can continue to maintain the roads through the end of June. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.			

<b>Issuer Contact:</b>	
Name:	LATASHA CHENAULT
Phone:	502-782-5673
E-mail:	latasha.chenault@KY.GOV

<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0033901
KENTON COUNTY FISCAL COURT	<b>Vendor Contact</b>	
ROAD FUND	Name:	Kurt Greivenkamp
1840 Simon Kenton Way	Phone:	859-392-1444
Suite 5100	E-mail:	kurt.greivenkamp@kentoncounty.org
COVINGTON KY 41011		

<b>Shipping Information:</b>	<b>Billing Information:</b>
	KYTC District 6 - Covington District Office
	421 Buttermilk Pike
	Covington KY 41017-0130

**Effective From:** 07/01/2025      **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Kenton Co Maintenance Agreement	\$0.000000	\$328,900.00	\$328,900.00

**Extended Description:**

Routine maintenance and repair refer to the upkeep and support of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality.

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$328,900.00</b>
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**2/20/2026 Modification #1 - added an additional \$100,000 to the contract so that Kenton County Public Works can continue to maintain the roads through the end of June. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.**

### **Memorandum of Agreement (SC)**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Kenton County Fiscal Court (“the Contractor”) to establish an agreement for Maintenance. The initial MOA is effective from July 1, 2025 through June 30, 2026.

#### **SECTION 1-ADMINISTRATIVE OVERVIEW**

##### **1.00- Purpose and Background**

Routine maintenance and repair refer to the upkeep and support of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality.

##### **1.01- Issuing Office**

The Kentucky Transportation Cabinet’s (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Division of Motor Vehicle Licensing. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

##### **1.02 – Communications**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative. Agency Contact:

Andy Yeager  
Transportation Engineer Supervisor  
District 6  
Kentucky Transportation Cabinet  
3923 Madison Pike  
Covington, KY. 41017  
859-356-5300  
Email: [Andy.Yeager@ky.gov](mailto:Andy.Yeager@ky.gov)

Buyer:  
Latasha Chenault  
Division of Purchases  
Kentucky Transportation Cabinet  
200 Mero Street  
Frankfort, Kentucky 40622  
Phone: 502-782-5673  
Email: [Latasha.Chenault@ky.gov](mailto:Latasha.Chenault@ky.gov)

#### **SECTION 2-SCOPE OF SERVICES**

##### **2.00 Services Required:**

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WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the County; and

WHEREAS, the County has agreed to perform for the Department the needed work to repair and maintain certain state owned roads within the limits of Kenton County.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

**ARTICLE I - OBLIGATIONS OF THE DEPARTMENT**

Scope of Agreement:

a. Within this Agreement, routine maintenance and repair refer to the upkeep and support of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality. Maintenance and repair activities are more fully defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications. Right-of-Way grass mowing, roadway striping and roadway signage will not be included in this Agreement. Extraordinary maintenance or special maintenance (i.e. roadway slide repair, bridge structure repair over and above normal maintenance, culvert replacements 36” or greater, extensive in-place patching or repairs normally requiring special funding sources) also will not be included in this Agreement. Should the need arise for extraordinary or special maintenance; the County shall notify the Department of said needed maintenance. The Department will determine if the maintenance is of extraordinary or special need, and if so, either program the repair work by contract or ask the County to perform work and prepare a separate Agreement for compensation. Compensation for any approved extraordinary or special maintenance shall be outside scope of work and the compensation established by this Agreement.

b. Improvements are NOT covered by this Agreement and include the addition of roadway engineering features that are not currently a part of said roadways. Should the County undertake any improvements to said roadways located within its border, the County shall make proper permit application to the Department for said improvement, and the compensation for any approved improvement shall be outside scope of work and the compensation established by this Agreement.

c. Routine maintenance and repair on KY 536 (Boone County line to KY 16, MP 0.000 to MP 6.092), KY 1303 (KY 536 to KY 842, MP 0.000 to MP 1.240) and KY 2043 (KY 16 to KY 536, MP 5.804 to MP 9.437) as identified in Addendum A shall be limited to only the snow and ice operations defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications.

d. Qualified maintenance and repair on other roads in the state MP or SS system. Work performed by the County under this clause shall conform to the terms in item (a) of this section and shall require written pre-approval by the Department. In no event shall the county be responsible for, or party to, performance of any work on the interstate system.

**ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT**

The Department shall:

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a. Compensate the County a maximum Two Hundred Twenty-Eight Thousand Nine Hundred Dollars (\$228,900) for fiscal year 2026 for the maintenance and repair of 53.190 miles of state owned roadways within the County. This funding shall be full compensation for all labor, equipment usage and materials needed to perform routine maintenance and repair of the roadways listed in Addendum A.

b. Compensate the County for any repair or qualified maintenance performed pursuant to Article I, Section (d) at a rate agreed to by both the Department and the County. Any compensation paid shall be in addition to the compensation provided for in Article II, Section (a).

c. Forward in a timely manner and keep accurate records of, any and all complaints from the public regarding conditions that would require the County to act to perform needed maintenance and repair.

d. Inspect roads within the borders of the County identified in Addendum A for maintenance and/or repair work and rate it in accordance with the standards set forth in the Maintenance Rating Program (MRP). Said Inspections will be performed at random and without notice as determined by the Department. Upon a finding of substandard maintenance and/or repair the Department may make recommendations for specific work to be done.

e. Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

July 2025 – September 2025

October 2025 – December 2025

January 2026 – March 2026

April 2026 – June 2026

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- f. Make final inspections of all work completed by the County and/or its contractors.

**ARTICLE III – RESPONSIBILITY OF COUNTY**

The County Shall:

Pass a resolution authorizing the Kenton County Judge Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.

- a. Contract for maintenance and repair services or provide said services with its own forces in compliance with K.R.S. 175 and K.R.S., 176 et. Seq., and be totally responsible for maintenance and repair supervision including but not limited to maintaining proper traffic controls for the safety of the traveling public in accordance with the Manual on Uniform Traffic Control Devices during any and all maintenance and/or repair projects for all roads identified herein.
- b. Use the manuals for Maintenance, Traffic, Fields Operations Guide, Permits, Standard Drawings, and Standard Specifications as guidelines and/or standards for the maintenance and repair of roads identified in Addendum A. All work shall be done to meet a sufficiency rating of no less than 80 as determined to be accordance with the measurements outlined in Maintenance Rating Program (MRP). Any deficiencies (i.e. a sufficiency rating below 80) in maintenance within the County shall be promptly corrected. Any deficiencies in repair work (again, a sufficiency rating below 80) shall be corrected without further cost to the Department.
- c. Refer all permit requests to the Department for approval.
- d. Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary) and the time the remedial work was performed if said complaint is one that requires maintenance and repair under the Agreement. If remedial action was not deemed necessary, the record for the complaint will reflect why remedial action was not necessary.

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e. Keep accurate records of any and all maintenance and repair activities including records of the actions taken to monitor the conditions of said roadways, the time, place, the type of work performed, the person or persons performing said work, and the materials used.

f. Coordinate with the Department's Covington Section Supervisor and/or the Department's Kenton County Maintenance Superintendent to arrange for delivery or pickup of KYTC furnished materials.

g. Submit a monthly summary of completed maintenance activities and their associated costs to the Department's Covington Section Supervisor.

h. Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

July 2025 – September 2025

October 2025 – December 2025

January 2026 – March 2026

April 2026 – June 2026

**ARTICLE IV – INDEMNIFICATION**

The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

**ARTICLE V – GENERAL TERMS**

a. It is understood that the Department reserves the right to limit and/or direct the amount and kind of maintenance and repair, depending on the actual need. All routine maintenance and repair will be included in this Agreement with the exception of Right-of-Way grass mowing, roadway striping and roadway signage.

b. The Department may, at any time, inspect records kept by the County pursuant to this Agreement.

c. This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties.

d. Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and County. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary's decision shall be final.

e. The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.

f. This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which obligations were made or which was commenced before the notice of termination was given.

**SECTION 3-PRICING**

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Line Item 1 – Not to exceed \$228,900

Invoices shall be submitted electronically to [KYTC.D06PDPInvoices@ky.gov](mailto:KYTC.D06PDPInvoices@ky.gov).

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The invoices must include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

## **SECTION 4- KYTC GENERAL TERMS AND CONDITIONS**

### **4.00-Memorandum of Agreement Standard Terms and Conditions**

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

### **4.01-Contract Components and Order of Precedence**

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal (if applicable).

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3.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

#### **4.02-Changes and Modifications to the Contract**

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

#### **4.03-No Required Use of Contract**

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

## **Addendum A**

### **KENTON COUNTY ROADS TO BE ROUTINELY MAINTAINED AND REPAIRED BY KENTON COUNTY FISCAL COURT**

**KY 14 – (Bracht Piner Road & Rich Road)** - From the junction with US 25 at Bracht to the intersection with KY 17 at Piner, a distance of 3.264 miles. From the intersection with KY 17 near Piner to the junction with KY 177 near Morning View, a distance of 5.115 miles. (MP 0.000 to MP 3.264 State Secondary Route) & (MP 3.264 to MP 8.379 Rural Secondary Route)

**KY 177 – (DeCoursey Pike)** - from the Pendleton County Line, via Morning View, Kenton, and White Villa to the intersection with KY 536 near Visalia, a distance of 9.174 miles. (MP 0.000 to MP 9.174)

**KY 536 – (Mt. Zion Road, Bristow Road, Independence Road, Shaw Road, Harris Pike, & Visalia Road)** - From the Boone County Line, via Ricedale and Independence to the junction with KY 16 near White Tower. Also, from another junction with KY 16 at White Tower, via Staffordsburg, to a junction with KY 177 at Visalia, a distance of 10.249 miles. (MP 0.000 to MP 6.092 State Secondary Route) & (MP 6.092 to MP 10.249 Rural Secondary Route)

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**KY 1303 – (Turkeyfoot Road & Bristow Road)** - From the junction with KY 536 (Mt. Zion Road) to the junction with KY 842 (Short Richardson Road), a distance of 1.240 miles. (MP 0.000 to MP 1.240)

**KY 2042 – (Moffett Road & Kenton Station Road)** - From the junction with KY 17, 1.0 mile north of Atwood, to the junction with KY 177 at Kenton, a distance of 5.551 miles. (MP 0.000 to MP 5.551)

**KY 2043 – (Green Road & Banklick Road)** - From the junction with US 25, 0.8 mile north of Bracht, to a junction with KY 16, 1.8 miles east of the Boone County Line. Also, from another junction with KY 16, 1.0 miles east of the Boone County Line, via Banklick to the junction with KY 536 at Ricedale, a distance of 9.437 miles. (MP 0.000 to MP 5.804 Rural Secondary Route) & (MP 5.804 to MP 9.437 State Secondary Route)

**KY 2046 – (Bagby Road, Parker Grove Road, Paxton Road & Morningview Fiskburg Road)** - From the junction with US 25, 0.7 mile south of Bracht, to the junction with KY 17, 0.7 mile northwest of Fiskburg. Also, from another junction with KY 17, 0.6 mile southeast of Fiskburg, to the junction with KY 14, 0.6 mile southwest of Morning View, a distance of 8.392 miles. (MP 0.000 to MP 5.693)& (MP 5.693 to MP 8.392)

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**KY 3083 – (Parker Grove Road)** - From the junction with KY 2046 north of the Grant County Line, to the junction with KY 14 southwest of Piner, a distance of 1.108 miles. (MP 0.000 to MP 1.108)

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**MOA/PSC Exception Standard Terms and Conditions**  
**Revised February 2026**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

**2.00 LRC Policies**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract,

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including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **4.00 Cancellation**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

#### **5.00 Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

#### **6.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **7.00 Authorized to do Business in Kentucky**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency**

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**within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

### **8.00 Invoices for fees**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

### **9.00 Travel expenses, if authorized**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

### **10.00 Other expenses, if authorized herein**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

### **11.00 Purchasing and specifications**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

### **12.00 Conflict-of-interest laws and principles**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

### **13.00 Campaign finance**

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**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**14.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**15.00 Social security**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

**16.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

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To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by

providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

### **17.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

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Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

### **18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law**

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)

[KRS Chapter 139](#) (SALES AND USE TAXES)

[KRS Chapter 141](#) (INCOME TAXES)

[KRS Chapter 337](#) (WAGES AND HOURS)

[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)

[KRS Chapter 342](#) (WORKERS' COMPENSATION)

### **Boycott Provisions**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

### **Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was

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convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

**19.00 Artificial Intelligence (AI)**

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Judge/Executive

\_\_\_\_\_  
Signature  
Kris Knochelmann

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

Signed by:  
  
\_\_\_\_\_  
78ED024141D14BD...  
Attorney

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-30**

**RE: Karen Finan and Lee Crume**

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge Executive, has the authority to appoint board members to the Northern Kentucky Port Authority with the approval of the Fiscal Court.

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge Executive, has been advised of the need to appoint board members for the Northern Kentucky Port Authority due to the term expiration.

**NOW, THEREFORE,** I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order that Karen Finan and Lee Crume be re-appointed to the Northern Kentucky Port Authority, with the terms expiring March 28, 2030.

In witness whereof I have set my hand at  
Covington, Kentucky this 24th day of  
February, 2026

\_\_\_\_\_  
Kris A. Knochelmann  
Kenton County Judge Executive

Order ratified by the Fiscal Court of the County of Kenton \_\_\_\_\_

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-31**

**RE: Jessica Fette**

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge Executive, has the authority to appoint board members to the Kenton County Emergency Communications Board with the approval of the Fiscal Court.

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge Executive, has been advised of the need to appoint a board member to the Kenton County Emergency Communications Board due to a resignation of a board member.

**NOW, THEREFORE,** I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order that Jessica Fette be appointed to the Kenton County Emergency Communications Board, with the term expiring August 1, 2026.

In witness whereof I have set my hand at  
Covington, Kentucky this 24th day of  
February, 2026.

\_\_\_\_\_  
Kris A. Knochelmann  
Kenton County Judge Executive

Order ratified by the Fiscal Court of the County of Kenton \_\_\_\_\_

Attest:

\_\_\_\_\_

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-31**

Fiscal Court Clerk

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-32**

**RE: Jeremy Lynn**

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

**WHEREAS:** Kris A. Knochelmann has been advised the need to laterally move Jeremy Lynn from the Parks and Recreation Department to the Public Works Department as a Public Services Technician III; and

**NOW THEREFORE,** I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order the lateral hire of:

**Jeremy Lynn**  
**Public Services Technician III**  
**Kenton County Public Works Department**  
**Compensation: \$26.23/Hourly (Non-Exempt)**  
**Grade: 6**  
**Effective; February 25, 2026**

In witness whereof, I have hereunto set my hand at Covington, Kentucky this 24<sup>th</sup> day of February, 2026.

By:

\_\_\_\_\_  
Kris A. Knochelmann  
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fiscal Court Clerk

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-32**

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-33**

**RE: Tracy Tattershall**

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

**WHEREAS:** Kris A. Knochelmann has been advised the need to accept the resignation of Tracy Tattershall as an Animal Shelter Technician from the Kenton County Animal Services Department; and

**NOW THEREFORE,** I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby accept the resignation of:

**Tracy Tattershall**  
**Animal Shelter Technician**  
**Kenton County Animal Services Department**  
**Effective date: February 25, 2026**

In witness whereof, I have hereunto  
set my hand at Covington, Kentucky  
this 24th day of February, 2026.

By:

\_\_\_\_\_  
Kris A. Knochelmann  
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fiscal Court Clerk

**EXECUTIVE ORDER**  
**OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE**  
**KRIS A. KNOCHELMANN**

**EXECUTIVE ORDER 26-34**

**RE: Lee Meeks**

**WHEREAS:** Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

**WHEREAS:** Kris A. Knochelmann has been advised the need to appoint a Part-Time Seasonal Maintenance Laborer for the Kenton County Parks and Recreation Department; and

**NOW THEREFORE,** I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order the appointment of:

**Lee Meeks**  
**P/T Seasonal Maintenance Laborer**  
**Kenton County Parks and Recreation Department**  
**Compensation: \$16.31/ Hourly (Non-Exempt)**  
**Effective: March 9, 2026**

In witness whereof, I have hereunto  
set my hand at Covington, Kentucky  
this 24th day of February, 2026.

By:

\_\_\_\_\_  
Kris A. Knochelmann  
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fiscal Court Clerk