



CITY OF LUDLOW

51 Elm Street • P.O. Box 16188
Ludlow, KY 41016

CITY OF LUDLOW COUNCIL MEETING AGENDA

June 11, 2026

7:00 p.m. ET/6:00 p.m. CT

**Ludlow Municipal Center, Ed F. Schroeder Meeting Hall
51 Elm Street, Ludlow, Kentucky**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call of Members
- IV. Presentations:
 - ◆ Presentation by Andy Wartman of the Ludlow Heritage Museum's Quarterly Report
 - ◆ Presentation by Nathan Thompson from Infinite Hills Productions on a Proposed Community Music Series/Project
- V. Review and Vote to Excuse Councilmember Abigail Miller's Absence from the Council Meeting on May 28, 2026
- VI. Approve Meeting Minutes for May 28, 2026
- VII. Staff Reports:
 - Fire Chief • Police Chief • Code Enforcement Officer • Public Works Director
 - City Treasurer
- VIII. Mayor's Report
- IX. Citizens Wishing to Address Mayor and Council
Public comment welcome—Limited to three (3) minutes per citizen.
- X. Unfinished Business:
 - ◆ None
- XI. New Business:
 - ◆ Resolution 2026-7 *A Resolution of the City Council of the City of Ludlow, Kentucky, Authorizing the Mayor or Her Designee to Enter Into an Interlocal Agreement for Employee Health Insurance Services*
 - ◆ First Reading of Ordinance 2026-9 *An Ordinance Adopting the City of Ludlow, Kentucky's Annual Budget for the Fiscal Year July 1, 2026, Through June 30, 2027, By Estimating Revenues and Resources and Appropriating Funds for the City to the Full Extent Authorized by KRS 82.082 and Interpretative Case Law*
 - ◆ Discussion on Councilmember Abigail Miller's Multiple Absences
 - ◆ Discussion on Alcohol Beverage Control License Fee Schedule
- XII. Announcements
- XIII. Adjournment

LUDLOW RESOLUTION NO. 2026 - 7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUDLOW, KENTUCKY, AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN INTERLOCAL AGREEMENT FOR EMPLOYEE HEALTH INSURANCE SERVICES

WHEREAS, the City of Ludlow is desirous of providing affordable and effective health insurance for its employees, and

WHEREAS, the City previously entered into an Interlocal Agreement to establish, operate, and maintain a joint program for health insurance coverage for members to provide health insurance coverage to its employees, and

WHEREAS, the City has an opportunity to continue to provide affordable and effective health insurance for its employees by entering the Interlocal Agreement, which is attached as "Exhibit A", to provide health insurance for said employees;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ludlow, Kentucky does hereby authorize the Mayor and/or her designee to enter into the Interlocal Agreement for Employee Health Insurance Services.

The foregoing Resolution was approved at a regular meeting of the City Council of the City of Ludlow, Kentucky on the _____ day of _____, 2026.

APPROVED:

SARAH THOMPSON, MAYOR

ATTEST:

LAURIE SPARKS, CITY CLERK

**KRS 65.230 INTERLOCAL AGREEMENT
AND JOINT EXERCISE OF POWERS AGREEMENT
TO ESTABLISH, OPERATE AND MAINTAIN A JOINT PROGRAM FOR HEALTH
INSURANCE COVERAGE FOR MEMBERS TO PROVIDE HEALTH INSURANCE
COVERAGE TO THEIR EMPLOYEES**

(July 1, 2025 -June 30, 2035)

This Agreement is entered into pursuant to the provisions as defined by KRS 65.230 of the Kentucky Revised Statutes relating to the Interlocal Agency joint exercise of powers, between the public governmental entities signatory hereto, and also those which may hereafter become signatories, for the purpose of creating a public health insurance pool, which shall be designated at the Northern Kentucky Public Sector Joint Health Insurance Pool (hereinafter designated as the "Pool")

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and,

WHEREAS, the participants to this agreement have chosen to provide quality health insurance coverage for their employees in order to ensure the most cost-effective method of providing such a benefit; and,

WHEREAS, the development, organization, and implementation of such an Authority is of such magnitude that it is desirable for aforesaid parties to join together through an interlocal agreement in order to accomplish the purposes hereinafter set forth; and,

WHEREAS, it has been determined by the signatories that there is a need for a health insurance pool in which they can make the most efficient use of funds expended for health insurance, and as a result confers a value on an individual and mutual basis for services that best serves the participants' individual workforce needs and their communities with quality health insurance products and pricing;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the parties hereto does agree as follows:

SECTION ONE: PURPOSE AND DURATION OF AGREEMENT

- 1.1 Consistent with the public agencies that choose to provide health insurance coverage to their employees, the signatories to this agreement are expressly utilizing the authorities contained in the Interlocal Cooperation Act to jointly establish and administer a health insurance pool.
- 1.2 Members adopting this Interlocal Agreement agree to remain in the health insurance pool for at least two (2) plan years.
- 1.3 New members may join the pool through adoption of this agreement at any time during its duration.
 - A. Membership in the **Legacy** pool is limited to Kentucky cities, counties, or special purpose governmental entities **whose principal place of business** is located within the jurisdiction of the Northern Kentucky Area Development District.
 - B. Membership in the Extended pool is limited to Kentucky cities, counties, or special purpose governmental entities whose principal place of business is located outside of the jurisdiction of the Northern Kentucky Area Development District.**
- 1.4 The duration of this Agreement shall be ten (10) years from July 1, 2025 through June 30, 2035, or until terminated as hereinafter provided.

SECTION TWO: CREATION OF THE NORTHERN KENTUCKY PUBLIC SECTOR JOINT HEALTH INSURANCE POOL

- 2.1 An interlocal entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created and shall hereafter be designated as **THE NORTHERN KENTUCKY PUBLIC SECTOR JOINT HEALTH INSURANCE POOL (“POOL”)**.
- 2.2 The Pool is established for the purposes of administering this Agreement, and shall be governed by a Board of Directors. The POOL shall exercise all powers and authority normally reserved to each Member individually to secure and award bids; to oversee and direct the plan of insurance as established by the Members; and to obtain appropriate insurance coverage as determined by the Members and/or the Board of Directors.

- 2.3 The Original Members to this Agreement are the signatories below, namely: Boone County Water District, Carrollton Utilities, City of Carrollton, City of Bellevue, City of Ludlow, City of Park Hills, City of Southgate, City of Villa Hills, City of Walton, City of Warsaw, Crescent Villa Fire Authority, East Pendleton County Water District, Grant County Fiscal Court, Independence Fire District, Northern Kentucky Area Development District, Northern Kentucky Area Development District, Pendleton County Ambulance District, Pendleton County Fiscal Court. **These agencies shall collectively be known as Legacy Pool.**
- 2.31 Additional public entities – cities, counties, and/or special purpose governmental entities **within the jurisdiction of the Northern Kentucky Area Development District**—may join the **Legacy** Pool upon approval of two-thirds (2/3) of the vote of the ~~[Board of Directors]~~ **Legacy Pool Membership**, without need for amendment of this Agreement. Any member (other than the Original Members) joining the **Legacy** Pool shall be required to make a buy-in payment equal to their share of pool reserves based on the employee membership numbers as of June 30 in the year they join. For example, if the pool has \$2,000,000.00 in savings and has 500 employee members, the agency joining would have to pay \$4,000.00 for each employee they bring to the Pool. This buy-in payment can be made over a period of time determined by the Board. In the event that the new member withdraws from the Pool while a balance is owed on the buy-in obligation, the balance shall come due and payable on the date that the new member gives notice of its intention to withdraw from the Pool.
- 2.32 Additional public entities – cities, counties, and/or special purpose governmental entities within the Commonwealth of Kentucky whose principal place of business is located outside of the jurisdiction of the Northern Kentucky Area Development District—may join the Extended Pool upon approval of two-thirds (2/3) of the vote of the Board of Directors, without need for amendment of this Agreement. A Northern Kentucky jurisdiction that does not wish to join the Legacy Pool, or which is not approved for Legacy Pool Membership will shall become members of the Extended Pool.**
- 2.4 New members shall, upon approval of the existing membership, exercise the same privileges as all other members, including the privilege of a board appointment; voting privileges; and approval of applicant members, and shall be subject to all of the obligations and liabilities of the other members of the Pool. New members shall adopt and sign this Agreement before becoming eligible to exercise the privileges of membership to the Pool.
- 2.5 New members agree that they will remain a member of the Pool for a minimum of two years.

SECTION THREE: BOARD OF DIRECTORS

- 3.1 The membership of the Board for the Pool will be comprised of one (1) appointed member of each signatory [~~hereinafter referred to as "Original Members"~~]. Each member shall have one (1) vote on all matters.
- 3.2 The name of the Board shall be the **Northern Kentucky Public Entity Joint Health Insurance Board**
- 3.3 The functions of the Board are:
- To provide a joint program and system for health insurance coverage for each Member and as such to perform, or contract for the performance of, the financial administration, policy formulation, claims management or other necessary duties for the provision of health benefits to each member's employees;
 - To enter into contracts, including, but not limited to:
 - To contract with such professionals (consultants, accountants, auditors, attorneys, etc.) administrators, or providers or vendors as the Board deems necessary for the maintenance and operation of the Pool and any plan, program, or service necessary to implement this Agreement. Without limiting the powers herein granted to the Board, the Board shall also have the specific authority to purchase liability and errors and omissions insurance for the Board and/or its individual members at its discretion.
 - To contract with a Third-Party Administrator (TPA) to administer the daily operations of the Pool and/or plan. Such TPA will work at the direction and discretion of the Board and shall enter into agreements to carry out the duties assigned by the Board.
 - To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the membership with the necessary education, study, development, and implementation of a joint health insurance pool, and the operation and maintenance of a governance for the handling of the joint program.
 - To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement;
 - To invest surplus reserve funds as deemed appropriate by the Board of Directors and as subject to law;

- To receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations, and any governmental entity;
- To provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding the Pool;
- To sue and be sued in the name of the Pool;
- To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by state or federal law.

3.4 The operations of the Board are as follows:

A. Meetings

1. The persons appointed to serve on this Board by their respective public entity shall serve at the pleasure of the appointing authority and continue thereafter until their successor is appointed. Board members must be re-appointed by their respective entities annually and may be re-appointed for any number of consecutive terms. Any vacancy by reason of death, incapacity, disqualification or for other reasons shall be filled by the individual public entity, which is the appointing authority for that board member. Board members shall adhere to and be subject to the ethics code for their appointing authority. All board members shall serve without compensation, but upon approval of a majority vote of the Board, can be reimbursed for all necessary and reasonable expenses.
2. The Board shall elect from their number a Chair, Vice-Chair, and a Treasurer.
There shall be an Acting Secretary for the Board, which shall consist of a staff member from the Northern Kentucky Area Development District. The Acting Secretary shall hold no voting powers or decision-making powers on the Board and shall be responsible for the minutes of the Board meetings and serve in a clerical function to the Board.
3. The Board will meet at least two times per year, on a regularly scheduled basis. Meetings may be virtual or in-person, or a combination of both, at the discretion of the Chair. In-person meetings shall be held at the Northern Kentucky Area Development District offices, or any other office convenient to the board if the NKADD offices are unavailable. Additional meetings may be

scheduled at the discretion of the Board on an as needed basis or as described in the By-Laws.

4. At all times the Board shall comply with the Kentucky Open Meetings, Kentucky Open Records, and Kentucky Archives laws. The Board Chair shall be designated as the custodian of the records for the purposes of the Open Records Act.
5. At the first meeting of each fiscal year, the Board shall elect its officers and approve the By-Laws, or any amendments thereto. Bylaws for the Board shall be approved and adopted within 60 days of the initial meeting.
6. The Board shall ensure that each board member receives a year-end written report, provided on or before the August board meeting. At a minimum, the year-end report will provide information on the fixed expenses, maximum liabilities, fees and funding factors.
7. The Board shall also provide to the Executive Authority of each public entity fiscal year premiums and plan details no later than May 1 of each calendar year. The Board shall cause to be prepared a yearly budget and annual review of all funds.

B. Appeals Committee

1. The Appeals Committee is the former Health Benefit Executive Advisory Committee. It is a standing committee of the Board of Directors.
2. The Appeals Committee meets annually at least four times per year, and on an as needed basis for additional meetings in order to review claims appeals. The Committee may at its option meet virtually, or in-person at the offices of the Northern Kentucky Area Development District.
3. Other duties of the Appeals Committee are to study, discuss, research, and provide advice and recommendations to the Board of Directors on benefit design and cost issues.
4. The Appeals Committee shall consist of a minimum of five (5) members to include the Chairperson, Vice-Chairperson, and Treasurer. Members of the Appeals Committee serve two-year terms from the date of their appointment by the Board of Directors, and

each Appeals Committee member is eligible for re-appointment to successive terms by the Board. If an appointee is appointed to replace an existing Appeals Committee member, then the appointee shall serve the remainder of the term, and then be eligible for re-appointment to a new term.

C. Legacy Committee

1. The Legacy Committee shall be comprised of the voting members of Board of Directors from the Legacy pool membership.

2. The Legacy Committee will meet as needed, and may meet as a subset of the Board of Directors during a regularly or special called Board meetings to conduct the duties of this committee.

3. The Duties of the Legacy Committee shall be to approve membership to the Legacy Pool and oversee the disposition of the funds carried over from the previous interlocal agreement in effect from July 1, 2014 until June 30, 2025, including any interest, investment gains, or buy-in payments made by Legacy pool members. These funds shall be known as Legacy Funds

SECTION FOUR: FINANCING

Costs associated with the Pool are to be borne by the participating public entities as follows:

4.1 Every participating public entity will submit monthly installments due on the first of each month based on their number of participants and types of coverage determined by a pre-set monthly premium rate. Payments will begin immediately upon membership to the Pool. Payments made after the tenth (10th) of the month will carry a late fee of 2%

4.2 The pre-set monthly premium rates approved by the Board will include all costs associated with administering the Plan for the plan year. To the extent that additional funds are necessary, the Board will determine the assessment of these costs to each entity. The Board will be required to notify the Executive Authority of each participating public entity thirty (30) days prior to any vote involving additional assessments above the pre-set monthly premium rates.

4.3 The Board shall maintain an adequate reserve as defined by the By-Laws, Board policies, Kentucky law, and/or any plan or plan document.

4.4 Legacy Funds may be used for the benefit of Legacy Pool jurisdictions to buy down premium increases or remit additional assessments with the approval of the Legacy Committee. Extended Pool members shall not have any rights, privileges, licenses, or access to Legacy Funds.

SECTION FIVE: TERMINATION OF AGREEMENT

5.1 Any member of this Agreement may terminate its membership by providing written notice to the remaining members one hundred and twenty days (120) prior to the intended date of separation. In the event a participating member withdraws from this Agreement, the members shall forfeit any partial-month credits. Such participating member will remain responsible for claims processed and paid after their withdrawal for their covered employees and any covered dependents. A terminating member forfeits its interest in the plan if and to the extent that there is any balance remaining after the payment of all claims.

5.2 In the event that this Agreement is terminated completely and no members remain party to this Agreement or remain members of the Pool, then after all remaining claims have been processed and paid and all outstanding liabilities have been paid in full, any remaining unexpended funds shall be divided proportionally among the remaining members based on the total amount of premiums paid during the term of this Agreement. Any member with a buy-in balance shall have their distribution amount reduced by the amount of said buy-in balance, and the proceeds divided and distributed equally to the remaining members.

5.3 This Agreement may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the members of the Pool; provided however that the Board of Directors shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Pool.

SECTION SIX : WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

6.1 Any party to this Agreement that has completed two complete years as a Member of the Pool, may voluntarily terminate this Agreement as to itself, and withdraw from membership in the Pool. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the By-Laws.

6.2 A public entity may be involuntarily terminated from the Pool upon a two-thirds (2/3) of the vote of all of the remaining members of the Board of Directors, and as provided in the By-Laws. Such removal from membership shall operate to terminate the Agreement only as to the removed party.

SECTION SEVEN: DISPOSITION OF PROPERTY AND FUNDS

7.1 In the event of the dissolution of the Pool, the complete rescission, or other final termination of this Agreement by the Pool, or at law, any property interest remaining in the Pool following a discharge of all obligations shall be disposed of as provided for in the By-Laws.

SECTION EIGHT: AMENDMENTS

8.1 This Agreement may be amended at any time with a subsequent written agreement signed by all of the members of the Pool. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in this document.

SECTION NINE: SEVERABILITY

9.1 Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Kentucky, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

SECTION 10: ENFORCEMENT

10.1 The Board of Directors is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement and judgment is recovered against a member public entity, the member shall pay all costs incurred by the Board of Directors and/or the Pool, including court costs and attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement to be duly executed by their authorized officers or officials thereunto duly authorized as set forth herein below:

NAME OF ENTITY: _____

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

Approved by the Kentucky Attorney General:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRAFT COPY - FOR REVIEW ONLY

CITY OF LUDLOW, KENTUCKY

ORDINANCE NO. 2026-9

AN ORDINANCE ADOPTING THE CITY OF LUDLOW, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2026, THROUGH JUNE 30, 2027, AND ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE CITY TO THE FULL EXTENT AUTHORIZED BY KRS 82.082 AND INTERPRETATIVE CASE LAW.

WHEREAS, a proposed annual operating budget has been prepared and presented to the City Council of the City of Ludlow, Kentucky on May 28, 2026; and,

WHEREAS, the City Council reviewed and discussed the proposed budget and provided suggestions and recommendations for consideration; and,

WHEREAS, additional revisions and updates to the proposed budget were made in the interim to reflect operational needs, capital improvements, projected revenues, and other fiscal considerations for Fiscal Year 2027; and,

WHEREAS, the City Council desires to adopt the Annual Operating Budget for Fiscal Year 2027;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LUDLOW, KENTON COUNTY, KENTUCKY AS FOLLOWS:

1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027, including all sources of estimated revenue and appropriations for all City funds as set forth in Exhibit 1, which is attached and made by reference a part hereof, is hereby adopted.
2. All encumbrances outstanding on June 30, 2026, for goods not yet provided or services not yet rendered are hereby reappropriated to conform with generally accepted accounting principles for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027.
3. The balance of all capital construction, renovation, improvement projects, and grants currently approved and/or nearing completion are hereby approved for reappropriation and carry over for the Fiscal Year beginning July 1, 2026, and ending June 30, 2027.

4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.
5. All prior Municipal Orders/Resolutions and/or Ordinances or parts of any thereof that are in conflict with this Ordinance are hereby repealed.
6. This Ordinance is adopted pursuant to KRS 83A.060 in that the budget was presented to Council on May 28, 2026, and the ordinance was introduced and given first reading on June 11, 2026, and second reading on June 25, 2026, after which it shall be in full force and effect upon signature, recordation, and publication in summary pursuant to KRS Chapter 424.

FIRST READING: _____

SECOND READING: _____

So ordered this the _____ day of June, 2026.

CITY OF LUDLOW, KENTUCKY

Sarah Thompson, Mayor

ATTEST: _____
Laurie Sparks, City Clerk

****EXHIBIT 1 CITY OF LUDLOW**

City of Ludlow Budget 2027

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

Resources Available	General Fund	Municipal Road Aid Fund
Fund Balance Forward:	\$ 2,930,940	\$ 40,930
Estimated Revenues		
Taxes	\$ 4,363,260	
Licenses and Permits	\$ 121,910	
General Government Revenue	\$ 991,140	
Police Revenue and Grants	\$ 212,520	
Fire Revenue and Grants	\$ 217,900	
Intergovernmental	\$ 140,000	\$ 76,080
Total Estimated Revenues	\$ 6,046,730	\$ 76,080
Estimated Expenses		
General Government Expenses	\$ 2,168,040	
Police Expenses	\$ 1,838,940	
Public Works Expenses	\$ 747,890	\$ 76,080
Parks Expenses	\$ 334,430	
Fire Expenses	\$ 1,311,310	
Total Estimated Expenses	\$ 6,400,610	\$ 76,080
Ending Fund Balance:	\$ 2,577,060	\$ 40,930