

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-9**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAYTON,
KENTUCKY, VACATING A PORTION OF KENTON STREET RIGHT OF WAY
PURSUANT TO KRS 82.405 (THE “ORDINANCE”).**

WHEREAS, KRS 82.405(1) provides a method for a municipality to vacate and close a public right-of-way or portion thereof; and

WHEREAS, at the request of MBCC Property Management (“MBCC”) and in furtherance of the City of Dayton Kentucky’s (the “City”) authorized economic development purposes, including the elimination of blight and the development of residential housing within the City, this City Council has determined that the public right-of-way comprising a portion of Kenton Street as further depicted and described on attached Exhibits A-1 and A-2 (the “Right-of-Way to be Vacated”) should be vacated and closed; and

WHEREAS, MBCC by virtue of its ownership of the real property located at 1023 7th Ave., Dayton, Kentucky 41074 and the City of Dayton (“City”) by virtue of its ownership as the owner of the portion of Kenton Street that is not being vacated have been identified as the only property owners in or abutting the Right-of-Way to be Vacated; and

WHEREAS, the written notice required under KRS 82.405(2)(b) of the proposed closing of the Right-of-Way to be Vacated was delivered to each of MBCC and the City as the only property owners in or abutting the Right-of-Way to be Vacated; and

WHEREAS, each of MBCC and the City have agreed to the closing of said Right-of-Way to be Vacated; and

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

SECTION I

That the City Council hereby makes the following findings of fact with respect to the Right-of-Way to be Vacated in accordance with KRS 82.405(2):

- (a) The City and MBCC have been identified as the only property owners in or abutting the Right-of-Way to be Vacated;
- (b) The written notice required under KRS 82.405(2)(b) was delivered to the City and MBCC as the only property owners in or abutting the Right-of-Way to be Vacated;
- (c) MBCC and the City as the only property owners in or abutting the portion of the Right-of-Way to be Vacated have given their written notarized consent to the closing (together, the “Consents”), attached hereto and incorporated by reference herein as Exhibits B-1 and B-2; and

- (d) That the vacation of the Right-of-Way to be Vacated and conveyance to the Developer will be in furtherance of the City's authorized economic development purposes, including the elimination of blight and the development of residential housing within the City.

SECTION II

That having made the above-referenced findings, the City Council hereby vacates the Right-of-Way to be Vacated and such Right-of-Way to be Vacated is deemed closed and vacated without further action pursuant to KRS 82.405(2). Also, pursuant to KRS 82.405(2), the City's Special Counsel is directed and authorized to record a copy of this Ordinance together with all of its attachments, including the Consents, map/plat, and legal description, with the Campbell County Clerk's office.

SECTION III

That once this Ordinance closing and vacating the Right-of-Way to be Vacated is recorded, the City shall convey the Right-of-Way to be Vacated to Developer, as required by law, so that the Right-of-Way to be Vacated may be developed in accordance with that certain Development Agreement entered between the Developer and City.

SECTION IV

That once this Ordinance closing and vacating this right-of-way is recorded, all plats and maps of the City of Dayton, Kentucky, including the official zoning map and all maps of the comprehensive plan of the City shall be considered amended to reflect the vacation.

SECTION V

The provisions of this Ordinance are severable; and the invalidity of any provision of this Ordinance shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect, so long as they remain valid in the absence of those provisions determined to be invalid.

SECTION VI

Subject to Section III of this Ordinance, this Ordinance shall be signed by the Mayor, attested by the City Clerk/Treasurer, and take effect and be in full force when passed, published, and recorded according to law. This Ordinance may be published in abbreviated form.

[Balance of page left intentionally blank; signatures follow below]

CITY OF DAYTON, KENTUCKY,
a Kentucky City of the Home Rule Class

By: _____
Ben Baker, Mayor

1st Reading - _____, 2024

2nd Reading - _____, 2024

Ayes: _____, Nays: _____, Abstain: _____

Published: _____, 2024

ATTEST:

Tristan Klein, City Clerk/Treasurer

EXHIBIT A-2

LEGAL DESCRIPTION OF RIGHT-OF-WAY TO BE CLOSED

Right-of-Way - 0.064 Acres
Group
Kenton Street, Dayton, Kentucky

Situated in Campbell County, Kentucky, being part of Kenton Street as designated on the recorded plat of Jamestown, now part of the City of Dayton and being more particularly described as follows:

COMMENCING at a point being the northwest corner of Seventh Avenue and Kenton Street and the southeast corner of Lot Number One (1) in Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky and conveyed by deed to MBCC Property Management, LLC as recorded in Deed Book D827, Page 167 in the Office of the Clerk of Campbell County;

Thence with the easterly line of said Lot Number One (1) and said MBCC Property Management, LLC North 06°28'55" East, a distance of 140.00 feet to the northeast corner of said Lot.

Thence leaving said northeast corner for the next Three (3) courses and distances:

- South 83°31'05" East, a distance of 20.00 feet to a point;
- South 06°28'55" West, a distance of 140.00 feet to a point;
- North 83°31'05" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Said herein description contains 0.064 acres.

Being part of Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky. Said herein description being the result of a field survey by Cardinal Engineering Corporation. Bearings based on Kentucky State Plane coordinate system, North Zone, NAD83 (2011).

EXHIBIT B

CONSENT OF CITY AND MBCC

[To be attached prior to adoption]

**CONSENT TO CLOSE AND VACATE STREET PORTION
IN THE CITY OF DAYTON, KENTUCKY
AND WAIVER AND DISCLAIMER OF INTEREST**

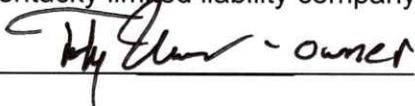
The undersigned hereby acknowledge receipt of written Notice from the City of Dayton, Kentucky ("City") proposing to close and vacate a portion the Kenton Street, as is more particularly described as set forth in the attached Exhibits "A" and "B," which are made a part hereof and incorporated by reference herein. This action is being undertaken by agreement of the parties in furtherance of a residential development project adjacent to the property to-be vacated and the City's authorized economic development purposes.

The undersigned representatives hereby waive and disclaim any interest they may have in this right-of-way to be closed by virtue of passage of an ordinance by the City to such effect. As abutting property owners thereto, the undersigned hereby each give written consent to the closing of a portion of Kenton Street thereto within the City.

This consent and acknowledgment of receipt of Notice is given pursuant to the provisions of KRS 82.405(2)(b) and (c).

The undersigned representatives acknowledge they have full authority to execute this Consent by and on behalf of MBCC Property Management, LLC, and the City of Dayton, Kentucky, as duly licensed organizations under Kentucky law.

MBCC Property Management, LLC,
a Kentucky limited liability company


By: _____
Title:

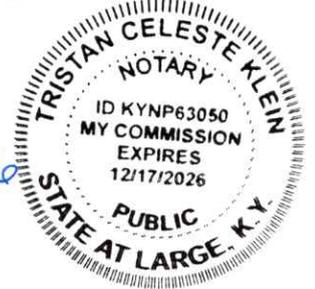
City of Dayton, Kentucky,
a Kentucky home rule municipality


By: _____
Title:

STATE OF KENTUCKY)
)
COUNTY OF CAMPBELL)

Signed, acknowledged, and sworn to by Toby Moeres, member
of MBCC Property Management, LLC, before me, a Notary Public, on 10/4/24, 2024.

Tristan Klein
Notary Public
My Commission Expires: 12/17/26



STATE OF KENTUCKY)
)
COUNTY OF CAMPBELL)

Signed, acknowledged, and sworn to by Ben Baker, mayor
of City of Dayton, Kentucky, before me, a Notary Public, on 7/16, 2024.

Tristan Klein
Notary Public
My Commission Expires:



EXHIBIT A

VACATION OF A PORTION OF KENTON STREET RIGHT OF WAY

0.064 Acres

Situated in Campbell County, Kentucky, being part of Kenton Street as designated on the recorded plat of Jamestown, now part of the City of Dayton and being more particularly described as follows:

COMMENCING at a point being the northwest corner of Seventh Avenue and Kenton Street and the southeast corner of Lot Number One (1) in Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky and conveyed by deed to MBCC Property Management, LLC as recorded in Deed Book D827, Page 167 in the Office of the Clerk of Campbell County;

Thence with the easterly line of said Lot Number One (1) and said MBCC Property Management, LLC North 06°28'55" East, a distance of 140.00 feet to the northeast corner of said Lot.

Thence leaving said northeast corner for the next Three (3) courses and distances:

South 83°31'05" East, a distance of 20.00 feet to a point;

South 06°28'55" West, a distance of 140.00 feet to a point;

North 83°31'05" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Said herein description contains 0.064 acres.

Being part of Block Thirty-Seven (37) as designated on the recorded plat of Jamestown, now the City of Dayton, Campbell County, Kentucky. Said herein description being the result of a field survey by Cardinal Engineering Corporation. Bearings based on Kentucky State Plane coordinate system, North Zone, NAD83 (2011).

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#10

AN ORDINANCE AMENDING SECTIONS 92.10, 92.11, 92.12, 92.13, 92.14, and 92.15 OF TITLE IX, GENERAL REGULATIONS, OF THE CITY OF DAYTON CODE OF ORDINANCES PROHIBITING EXCESSIVE NOISE, INCLUDING CRIMINAL PENALTIES AND OTHER ENFORCEMENT PROVISIONS FOR THE FAILURE TO COMPLY WITH THE ORDINANCE.

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

Chapter 92, Excessive Noise, including Sections 92.10, 92.11, 92.12, 92.13, 92.14, and 92.15 of Title IX, General Regulations, of the City of Dayton Code of Ordinances, is hereby repealed in its entirety and replaced as follows:

CHAPTER 92: EXCESSIVE NOISE

§ 92.10 FINDINGS.

Loud, unnecessary, and unusual noise is hereby declared to be a nuisance to the public health, safety, and, welfare and a detriment to the quality of life in the City of Dayton (“City”). Pursuant to KRS 224.30-175, the City hereby enacts this noise program to address this nuisance by prohibiting persons from making, causing, or continuing loud, unnecessary, or unusual noises that annoy or disturb reasonable persons of normal sensitivities, endangers or injures personal or real property within the City limits, or causes injury to the safety, health, or welfare of humans or animals or is otherwise detrimental to the quality of life in the City.

§ 92.11 LOUD, UNNECESSARY, AND UNUSUAL NOISES.

(A) It shall be unlawful for any person, firm, or corporation to create or assist in creating unreasonably loud and disturbing noises in the city (“prohibited noise,” as is more fully defined below), including those who grant, lease, or provide property or premises to persons creating such noise when such person, firm, or corporation or the employees or agents thereof were aware of or should have been reasonably aware of the prohibited noise.

(B) Noise of such character, intensity, and duration that is detrimental to the public health, safety, welfare, and peace is prohibited. The following acts, among others, are declared to be loud and disturbing noises in violation of this subsection, but this enumeration shall not be deemed to be exclusive or conclusive:

(1) The sounding of any horn or signal device on any automobile, motorcycle, bus, boat, or other vehicle, except when the horn is used as a danger signal, which creates an unreasonably loud or harsh sound and/or or is made for an unreasonable period of time. Use of sirens or similar sound devices in or upon any vehicle -- other than police, fire, or other emergency vehicles -- is prohibited.

(2) The use of loudspeakers and/or amplified music or speech; the use of radios, phonographs, or other music- or voice-playback devices; electronic devices; machinery; musical

instruments; and singing, shouting, and crowd in such a manner or at such volume or for a sustained time period -- particularly between the hours of 10:00 p.m. and 7:00 a.m. -- which annoys a reasonable person of normal sensitivities or is at a louder volume than necessary for convenient hearing of persons who are in the room, structure, vehicle, or boat where the noise is created is prohibited.

(a) Prohibited noise made between the hours of 10:00 p.m. and 7:00 a.m. that is plainly audible at a distance of ten (10) feet from the room, structure, vehicle, or boat from which it emanates or twenty-five (25) feet from the prohibited noise if the noise is not located within room, structure, vehicle, or boat shall be prima facie evidence of a violation of this section, and under no circumstances shall any such noise created hereunder exceed fifty (50) decibels during this time period.

(b) Prohibited noise made at all other hours that is plainly audible at a distance of seventy-five (75) feet from the building, structure, vehicle, or boat or one hundred fifty (150) feet from the source of the noise if not located within a building, structure, vehicle, or boat shall be prima facie evidence of a violation of this section, and under no circumstances shall any prohibited noise exceed seventy-five (75) decibels.

(3) The keeping of any animal or bird, which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

(4) The use of any automobile, motorcycle, vehicle, or boat that is so out of repair, so loaded, or operated in such a manner as to create loud grating, grinding, rattling, or other noises.

(5) The blowing of a steam whistle attached to any stationary boiler or engine, except to give notice of the time to begin or stop work or as a warning of danger.

(6) The sounding of any bell or gong attached to any building, premises, vehicle, or boat that disturbs the quiet or repose of persons in the vicinity thereof.

(7) Noise created by working on or repairing vehicles or other equipment; loading or unloading materials or equipment; or conducting recycling or scrapping activities in any residential area so as to cause loud or offensive noises between the hours of 9:00 p.m. and 8:00 a.m.

(8) The creation of any excessive noise on any street adjacent to any school, institution of learning, hospital, medical building, or government building while they are open and operating, which unreasonably interferes with the work conducted in those institutions.

(9) The creation of any excessive noise on any street adjacent to any church.

(10) The erection, excavation, demolition, alteration, or repair of any building in a residential or business district other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety and then only with a permit from the city, which permit may be renewed for a period of three (3) days or less while the emergency continues.

(11) The use of any mechanical device operated by compressed air unless the noise created is effectively muffled and reduced.

(12) The shouting and crying of peddlers, barkers, hawkers, and vendors that disturbs the peace and quiet of a neighborhood.

(13) The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention or otherwise by creation of noise to any performance, show, or sale or display of merchandise.

(C) Outdoor *live* music may be allowed, subject to applicable zoning restrictions and the sound/decibel limitations set forth § 92.11(B) above, between the hours of noon and 8:00 p.m., Sunday through Thursday, and between the hours of noon and 10:00 p.m. on Fridays and Saturdays.

§ 92.12 EXCEPTIONS.

The provisions of this subchapter shall not apply to the following:

(A) Noise caused during the performance of emergency work for the immediate safety, health, or welfare of the community or individuals within the community or to restore property to a safe condition following an emergency or calamity. This exception includes, but is not limited to, the sounding of sirens or horns of emergency vehicles and the sounding of a public-emergency siren.

(B) Noise caused at public sporting events, parades, fairs, circuses, or other similar public entertainment event provided that such event has received all permits otherwise required by law.

(C) City- and school-sponsored events and other events approved by the City via special-event permits.

§ 92.13 REMEDIES.

(A) Any person, firm, or corporation who violates any provision of this subchapter shall be guilty of a misdemeanor and shall, upon conviction, be subject to a fine not exceeding \$500 and/or a term of imprisonment not to exceed 12 months. A separate offense shall be deemed committed each day during which a violation of this ordinance occurs or continues to occur.

(B) In addition to the criminal penalty set forth § 92.13(A) above, the City also may institute appropriate legal action to restrain, correct, or abate noise violations prohibited under this subchapter.

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

First Reading: _____, 2024

Second Reading: _____, 2024

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-#11**

AN ORDINANCE AMENDING CHAPTER 91 OF THE CITY OF DAYTON CODE OF ORDINANCES REGARDING THE REMOVAL OF ANIMAL EXCREMENT IN THE CITY, INCLUDING CIVIL FINES FOR THE FAILURE TO COMPLY WITH THE ORDINANCE.

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

Section 91.07 of Chapter 91, Animals, is hereby amended as follows, with words being deleted being ~~lined through~~ and words being added underlined:

CHAPTER 91: ANIMALS

* * *

§ 91.07 REMOVAL OF EXCREMENT REQUIRED.

(A) No person shall allow any animal under his or her control to be upon public property or upon the property of another, absent the consent of the owner or occupant of the property, without some device, such as pooper scooper or disposable plastic bag, for the removal and containment of the animal's excrement;

(B) ~~No person nor~~ shall ~~person~~ fail to remove and/or properly dispose of any excrement deposited by any animal under his or her control on public property or private property of another, absent the consent of the owner or occupant of the property. To properly dispose of excrement, it must be placed in a private or public trash receptacle.

(C) This section shall not apply to guide dogs under the control of blind persons.

(D) This section may be enforced by peace officers in the Police Department and inspectors and employees of the Code Enforcement Department and Public Works Department, who are hereby authorized as citation officers for enforcement of this ordinance pursuant to KRS 83A.087.

* * *

§ 91.99 PENALTY.

(A) Any person, firm, or corporation who allows an animals, which has not been spayed or neutered, to run at large or otherwise violate § 91.05 of this chapter has committed a civil offense with a civil fine of one hundred dollars (\$100.00) for the first offense and one hundred twenty-five dollars (\$125.00) for the second offense and subsequent offenses.

(B) Any person who allows an animal, which has been spayed or neutered, to run at large or otherwise violate § 91.05 of this chapter has committed a civil offense with a civil fine of eighty-

five dollars (\$85.00) for the first offense and one hundred dollars (\$100.00) for the second offense and subsequent offenses.

(C) Any person, firm, or corporation who violates §§ 91.04, or 91.06, ~~or 91.07~~ has committed a civil offense with a civil fine of fifty dollars (\$50.00) for the first offense and one hundred dollars (\$100.00) for the second offense and subsequent offenses.

(D) Any person, firm, or corporation who violates § 91.07 has committed a civil offense with a civil penalty of one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for all subsequent offenses. If the offender does not pay the civil penalty imposed within the time period set forth in the citation, then the fine set forth in that citation shall double and the city may recover this penalty in a civil action filed in a court of appropriate jurisdiction pursuant to KRS 83A.065(4) and the city shall be entitle to recover any attorney fees, expenses, and legal costs incurred by it in pursuing this civil action.

(E) Any person found in violation of any other section of Chapter 91 for which no other penalty has been specifically provided shall be guilty of a Class B misdemeanor and shall be subject to a fine of not more than two hundred fifty dollars (\$250.00) or confinement of not more than ninety (90) days or both

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

First Reading: _____, 2024
Second Reading: _____, 2024

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#12**

**AN ORDINANCE AMENDING CHAPTER 31 OF THE DAYTON
CODE OF ORDINANCES TO UPDATE INFORMATION ABOUT
NON-ELECTED CITY OFFICIALS AND CITY EMPLOYEES.**

WHEREAS, Chapter 31 of the Dayton, Kentucky, Code of Ordinances (“Code”) sets forth the positions and responsibilities of elected city officials, non-elected city officials, and city employees;

WHEREAS, sections of Chapter 31 dealing with non-elected city officials and city employees needs to be updated to reflect additions and changes in these positions;

NOW, THEREFORE, THE DAYTON CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

Chapter 31 of the City of Dayton Code of Ordinances, titled “City Officials,” is hereby repealed in its entirety and replaced as follows:

**ARTICLE III: ADMINISTRATION
CHAPTER 31: CITY OFFICIALS**

NON-ELECTED CITY OFFICIALS AND CITY EMPLOYEES

§ 31.35 ESTABLISHMENT OF NON-ELECTED CITY OFFICES.

(A) All non-elected city offices shall be created by ordinance which shall specify:

- (1) Title of office;
- (2) Powers and duties of office;
- (3) Oath of office; and
- (4) Bond, if required.

(B) With the exception of the Police Chief and all city police officers, all non-elected city officers shall be appointed by the Mayor with approval of City Council. The Police Chief and all city police officers shall be appointed by the Mayor at will and such appointments need not be approved by City Council.

(C) All non-elected officers may be removed by the Mayor at will unless otherwise provided by statute, ordinance, or contract. However, this requirement shall not be construed as limiting in any way the at-will dismissal power of the Mayor.

(D) The city may create non-elected offices other than those referred to below. The following are non-elected city offices and city employees:

- (1) Non-elected offices:
 - a. City Clerk/Treasurer
 - b. City Administrator
 - c. City Attorney
 - d. Alcoholic Beverage Control Administrator
- (2) City employees

- a. Assistant City Administrator
- b. Assistant City Clerk/Treasurer
- c. Police Chief
- d. Code Enforcement Director
- e. Public Works Director

NON-ELECTED CITY OFFICIALS

§ 31.36 CITY CLERK/TREASURER.

The city hereby establishes the office of the City Clerk/Treasurer, who shall be appointed by the Mayor with approval of City Council and who may be removed by the Mayor at will.

(A) The duties and responsibilities of the City Clerk/Treasurer shall include, but are not limited to, the following:

- (1) Maintenance and safekeeping of the permanent records of the city;
- (2) Performance of the duties required of the “official custodian” or “custodian” in accordance with KRS 61.870 through 61.882;
- (3) Possession of the seal of the city, if used;
- (4) No later than January 31 of each year, mailing or electronically submitting to the Department for Local Government, a list containing current city information, including, but not limited to, the following:

(a) The correct name, telephone number, and email address of the Mayor, legislative body members, and the correct name, telephone number, and email address for the city’s appointed officials or employees who are serving in the following roles or substantially similar roles as of January 1 of each year:

1. City Clerk/Treasurer;
2. City Administrator;
3. City Attorney;
4. Alcoholic Beverage Administrator;
5. Assistant City Administrator;
6. Assistant City Clerk/Treasurer;
7. Police Chief;
7. Code Enforcement Director; and
8. Public Works Director

(b) The correct name of the city, mailing address for city hall, and telephone number of the city hall; and

(c) The name and telephone of either an elected or appointed official to serve as a contact person that may be reached during normal business hours of 8:00 a.m. to 4:30 p.m.

- (3) Publishing various legal advertisements and providing legal notices on behalf of the city as required by state law.
- (5) Performance of all other duties and responsibilities required of the City Clerk or of the City Treasurer by statute or ordinance or at the direction of the Mayor or City Administrator.
- (6) Once the information required to be reported under division (A)(4)(a) of this section is compiled by the Department for Local Government, the department shall forward one (1) electronic copy of the compiled information to the Legislative Research Commission, pursuant to KRS 83A.085.

(B) Compensation shall be in the amount as established by the City Council from time to time as set forth in § 31.03.

(C) No person shall be appointed or act as the City Clerk/Treasurer unless such person has taken the oath required by Section 228 of the Constitution of the Commonwealth of Kentucky and has provided bond in an amount of twenty-five thousand dollars (\$25,000.00) with corporate surety authorized to transact business in Kentucky and conditioned upon the performance of the duties specified herein.

§ 31.37 CITY ADMINISTRATOR

(A) The city hereby establishes the office of the City Administrator, who shall be appointed by the Mayor with approval of City Council, and who may be removed by the Mayor at will or under the terms of the City's contract with the City Administrator.

(B) The qualifications of the City Administrator shall include, but not be limited to, professional training and experience in municipal management and administration sufficient to ensure competence in the position.

(C) The duties and responsibilities of the City Administrator shall include, but are not limited to, the following:

(1) Advising the Mayor in policy formulation, management operations, and overall issues of the city.

(2) Preparing and administering operating and capital-improvement budgets under the direction of the Mayor.

(3) Advising the Mayor concerning the appointment, termination, and discipline of subordinate administrative personnel.

(4) Maintaining continuing direct relationships with department directors on the implementation and administration of programs, projects, and initiatives.

(5) Carrying out all additional duties lawfully delegated by an appropriate executive order with the same powers as the executive authority in carrying out these duties

§ 31.38 CITY ATTORNEY

(A) The city hereby establishes the office of the City Attorney, who shall be appointed by the Mayor with approval of City Council and removed by the Mayor at will.

(B) The city attorney serves as the city's chief legal counsel whose duties and responsibilities shall include, but not be limited to, advising the mayor and city officials on legal matters pertaining to the interests of the city, representing the city in legal actions in which the city is an interested party, and attending City Council meetings and providing legal advice to City Council at those meetings.

§ 31.39 ALCOHOLIC BEVERAGE CONTROL ADMINISTRATOR

(A) The city hereby establishes the office of Alcoholic Beverage Control Administrator, who shall be appointed by the Mayor with approval of City Council and who may be removed by the Mayor at will.

(B) The functions of the Alcoholic Beverage Control Administrator shall be the same with respect to city licenses and regulations as the functions of the State Alcoholic Beverage Control Board with respect to state licenses and regulations, except that no regulation adopted by the Alcoholic Beverage Control Administrator may be less stringent than the statutes relating to alcoholic beverage control, or than the regulation of the State Board. No regulation of the Alcoholic Beverage Control Administrator shall become effective until it has been approved by the State

Board. The specific duties and responsibilities of the Alcoholic Beverage Control Administrator shall include, but are not limited to the following:

- (1) Enforcement of all state laws relating to alcoholic beverage control.
 - (2) Enforcement of all city ordinances relating to alcoholic beverage control.
 - (3) Enforcement of all administrative regulations relating to alcoholic beverage control.
 - (4) Direction of preparation of and maintenance of all necessary records and files.
 - (5) Performance of all necessary correspondence, requisition of supplies and recommendation of the purchase of necessary equipment.
 - (6) Meet with and answer questions for the public.
- (C) Compensation shall be established by the mayor upon appointment of the Alcoholic Beverage Control Administrator. The Alcoholic Beverage Control Administrator shall also be compensated by the city for any necessary trips to Frankfort in which the Administrator shall be required for testimony related to cases arising out of the city.

CITY EMPLOYEES

§ 31.40 ASSISTANT CITY ADMINISTRATOR

(A) The city hereby establishes the office of Assistant City Manager as a city employee, who shall be appointed by the Mayor and who may be removed by the Mayor at will.

(B) The qualifications of the Assistant City Administrator shall include, but not be limited to, professional training and experience in municipal management and administration sufficient to ensure competence in the position of Assistant City Administrator.

(C) The duties and responsibilities of the Assistant City Administrator shall include, but are not limited to, the duties set forth in § 31.37(3) above in the absence of the City Administrator and all other duties assigned to the Assistant City Administrator by the Mayor or City Administrator.

§ 31.41 ASSISTANT CITY CLERK/TREASURER

(A) The city hereby establishes the office of Assistant City Clerk/Treasurer as a city employee, who shall be appointed by the Mayor and who may be removed by the Mayor at will.

(B) The qualifications of the Assistant City Clerk/Treasurer shall include, but not be limited to, professional training and experience in clerical and bookkeeping duties to ensure competence in this position of Assistant City Clerk/Treasurer.

(C) The duties and responsibilities of the Assistant City Clerk/Treasurer shall include, but are not limited to, the duties set forth in § 31.36(A) in the absence of the City Clerk and all other duties assigned to the Assistant City Clerk/Treasurer by the Mayor, City Administrator, or City Clerk/Treasurer.

§ 31.42 POLICE CHIEF

For provisions concerning the Police Chief, see § 33.21.

§ 31.43 CODE ENFORCEMENT DIRECTOR.

(A) The city hereby establishes the office of Code Enforcement Director, who shall be appointed upon sole authority of the Mayor and who may be removed by the Mayor at will.

(B) The duties and responsibilities of the Code Enforcement Director shall include, but are not limited to, the following:

(1) It shall be the duty of the Code Enforcement Director to enforce all ordinances relating to buildings or structures, blight, and other ordinances as directed by the City Council through duly enacted ordinances.

(2) The Code Enforcement Director shall work with the Campbell County Planning, Zoning and Building Inspection Department (“Campbell County P&Z”) regarding building and zoning codes compliance and shall have concurrent power with Campbell County P&Z to perform all duties connected therewith.

(3) The Code Enforcement Director shall have the power to order all work stopped on construction, alteration, or repair of buildings in the city when such work is done in violation of any ordinance relating thereto, including the building and zoning codes, or other building-related ordinances. Work shall not be resumed after the issuance of such an order except by written permission of the Code Enforcement Director or Campbell County P&Z; however, if the stop work order is an oral one, it shall be followed by a written stop work order within 24 hours. Such written stop work orders may be served by the Code Enforcement Director, Campbell County P&Z, or inspectors at their direction, or any police officer.

§ 31.44 DIRECTOR OF PUBLIC WORKS.

(A) The city hereby establishes the position of Director of Public Works, who shall be appointed by the Mayor and who may be removed by the Mayor at will.

(B) The duties of the Director of Public Works shall be those set forth in the current job classification system adopted by the city.

(C) Compensation shall be in the amount as established by the City Council by ordinance.

(D) The Director of Public Works shall have all powers of a citation officer as described in KRS 83A.087.

(E) No person shall be appointed or act as the Director of Public Works unless such person has taken the oath required by Section 228 of the Constitution of the Commonwealth of Kentucky and has provided bond, if required, with corporate surety authorized to transact business in Kentucky and conditioned upon the performance of the duties specified herein.

First Reading:
Second Reading:

CITY OF DAYTON, KENTUCKY

By: _____
Mayor Ben Baker

ATTEST:

Tristan Klein, City Clerk

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024-# 13**

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE 2022-#19 SETTING FORTH COMPENSATION
AND NUMBER OF AUTHORIZED POSITIONS FOR
EMPLOYEES UNDER THE DAYTON JOB
CLASSIFICATION SYSTEM.**

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

SECTION ONE: Compensation ranges for employees and number of authorized positions under the Dayton Job Classification System shall be as follows:

Position	Type	No. Authorized	Pay Range minimum	Pay Range Maximum
City Administrative Officer	Salary	1	\$ 105,000.00	\$ 135,000.00
Assistant City Administrator	Salary	1	\$ 80,000.00	\$ 100,000.00
City Clerk	Salary	1	\$ 65,000.00	\$ 85,000.00
Assistant City Clerk	Hourly	1	\$ 20.00	\$ 34.00
Administrative Secretary- Part time (Hourly)	Hourly	1	\$ 15.00	\$ 19.00
Chief of Police	Salary	1	\$ 83,000.00	\$ 110,000.00
Police Captain	Hourly	0	\$ 37.00	\$ 40.00
Police Lieutenant	Hourly	1	\$ 35.00	\$ 39.00
Police Sergeant	Hourly	1	\$ 30.00	\$ 36.00
Police Corporal	Hourly	2	\$ 27.00	\$ 33.00
Police Officer	Hourly	7	\$ 23.00	\$ 33.00
Police Recruit	Hourly	1	\$ 21.00	\$ 23.00
School Resource Officer	Hourly	1	\$ 26.00	\$ 34.00
Police Clerk (Hourly)	Hourly	1	\$ 18.00	\$ 26.00
Public Works Superintendent	Hourly	1	\$ 28.00	\$ 40.00
Crew Leader	Hourly	1	\$ 23.00	\$ 28.00
Laborer	Hourly	4	\$ 18.00	\$ 26.50
Laborer (23 hrs/week)	Hourly	0	\$ 18.00	\$ 20.00
Seasonal Laborer (4/1-10/31)	Hourly	2	\$ 10.00	\$ 20.00
Code Enforcement Director	Salary	1	\$ 50,000.00	\$ 77,000.00
License Inspector (Hourly)	Hourly	1	\$ 20.00	\$ 28.00

SECTION TWO: Unless otherwise stated, the compensation stated in Section One shall be a yearly amount based upon the normal number of hours required for each position under the Job Classification System and does not include overtime pay as authorized under the Employee Personnel Policy.

SECTION THREE: City Council authorizes the payment of a year-end incentive to any or all employees in an amount not to exceed Two Hundred Dollars (\$200.00)

SECTION FOUR: Any and all ordinances, including or portions thereof, in conflict herewith are hereby repealed.

SECTION FIVE: This ordinance shall be signed by the Mayor, attested by the City Clerk, recorded, published,

and shall be in effect at the earliest time provided by law.

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

First Reading: July 9, 2024

Second Reading:

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#14

AN ORDINANCE AMENDING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR RUNNING FROM JULY 1, 2023, THROUGH JUNE 30, 2024, AND ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE CITY TO THE FULL EXTENT AUTHORIZED BY KRS 82.082 AND INTREPRETIVE CASE LAW.

WHEREAS, a proposed annual operating budget was prepared and approved by the City Council of the City of Dayton, Kentucky; and,

WHEREAS, the City Council previously amended the budget for Fiscal Year 2023-24 and now wishes to amend this budget a second time to reflect final budget changes for this fiscal year.

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

1. The Annual Operating Budget for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, including all sources of estimated revenues 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. 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.
3. All prior Municipal Order/Resolutions and/ or Ordinances or parts of any thereof that are in conflict with this Ordinance are hereby repealed.
4. This Ordinance is adopted pursuant to KRS 83A.060 in that it was introduced on July 9, 2024, and will be given a final reading on August 13, 2024, and this Ordinance shall be in full force and effect upon signature, recordation, and publication in summary pursuant to KRS Chapter 424.

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

First Reading: July 9, 2024

Second Reading:

MAYOR BEN BAKER

ATTEST:

CITY CLERK/TREASURER

City of Dayton Budget 2024

The annual budget for fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby adopted as follows:

Resources Available	General Fund	Municipal Aid Fund	Econ. Development	Park Board	TIF
Fund Balance Forward:	\$ 2,400,000.00	\$ 115,000.00	\$ 500,000.00	\$ 60,100.00	\$ 900,000.00
Estimated Revenue					
Taxes	\$ 1,640,000.00				\$ 650,000.00
	\$ 1,886,000.00				
Licenses and Permits	\$ 2,077,200.00				
	\$ 2,570,000.00				
Fines	\$ 80,650.00				
	\$ 265,000.00				
Intergovernmental	\$ 71,000.00	\$ 118,000.00		\$ 135,000.00	\$ 183,000.00
	\$ 111,000.00				
Charges for Services	\$ 431,600.00				
Miscellaneous	\$ 110,900.00			\$ 400.00	
	\$ 275,000.00				
Grant Restricted	\$ 2,927,920.00			\$ 72,000.00	
	\$ 100,000.00				
Interest	\$ 30,000.00	\$ 2,500.00	\$ 8,000.00	\$ 1,000.00	\$ 10,000.00
Total Estimated Revenue	\$ 5,668,600.00	\$ 120,500.00	\$ 8,000.00	\$ 208,400.00	\$ 843,000.00
Available Appropriations	\$ 8,068,600.00	\$ 235,500.00	\$ 508,000.00	\$ 268,500.00	\$ 1,743,000.00
Appropriations					
General Government	\$ 703,364.40				\$ 130,000.00
	\$ 775,000.00				\$ 185,000.00
Police	\$ 1,536,659.72				
	\$ 1,560,000.00				
Fire	\$ 1,230,559.95				
Public Works	\$ 494,027.60	\$ 30,000.00		\$ 77,500.00	
Code Enforcement	\$ 136,609.20		\$ 50,000.00		
Parks				\$ 60,000.00	\$ 60,000.00
Economic Development			\$ 135,000.00		
Waste Collection	\$ 232,000.00				
Professional Services	\$ 92,300.00	\$ 50,000.00			\$ 21,000.00
	\$ 100,000.00	\$ 197,000.00			
TIF Payment					\$ 505,000.00
					\$ 865,000.00
Miscellaneous	\$ 248,250.00				
	\$ 270,000.00				
Capital Spending	\$ 3,905,808.40			\$ 98,000.00	
	\$ 750,000.00				
Total Appropriations	\$ 5,548,196.75	\$ 227,000.00	\$ 185,000.00	\$ 235,500.00	\$ 1,131,000.00
Est. Ending Fund Balances	\$ 2,520,403.25	\$ 8,500.00	\$ 323,000.00	\$ 33,000.00	\$ 612,000.00

**CITY OF DAYTON, KENTUCKY
ORDINANCE NO. 2024#15**

**AN ORDINANCE PROVIDING FOR THE IMPOSITION,
LEVY, COLLECTION, AND APPORTIONMENT OF
TAXES FOR THE CITY OF DAYTON, CAMPBELL
COUNTY, KENTUCKY, FOR THE FISCAL YEAR JULY 1,
2024, THROUGH JUNE 30, 2025.**

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

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

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

SECTION 1. Real Property – General Tax.

An ad valorem tax rate of .399 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 2. Real Property – Park Tax.

An ad valorem tax rate of .50 cents on each \$100.00 (one hundred dollars) of assessed valuation of real property subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 3. Other Personal (Tangible) Property.

An ad valorem tax rate of 1.071 cents on each \$100.00 (one hundred dollars) of assessed valuation of personal property (other than motor vehicles and motorboats) subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 4. Motor Vehicles and Motorboats.

An ad valorem tax rate of \$.5009 cents on each \$100.00 (one hundred dollars) of assessed valuation of motor vehicles and motorboats subject to taxation under the laws of the Commonwealth of Kentucky is hereby levied for city purposes.

SECTION 5. Bank Deposits.

There shall be imposed and collected for said City, as permitted under KRS Chapter 136, on the taxable fair cash value of bank deposits within the city as assessed, corrected, altered, certified, and returned by the Revenue Cabinet or as assessed by the Mayor and Council, if for any reason said deposits have not been listed in any manner for taxation, a sum equal to twenty-five thousandths of one percent (.025%) of those deposits. The levy called for in this Section shall be imposed, levied, collected, and apportioned for payment of incidental expenses of the City. Those banks upon which the above tax is imposed may pay the sum due less 2% if paid by December 31, 2024, or the full amount by January 31, 2025. Thereafter the penalty and interest herein shall be imposed.

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

The taxes mentioned in this Ordinance Sections 1, 2, and 3 shall be due and payable at the Office of the City Clerk by November 30, 2024, and shall become delinquent the day immediately following if not paid. Taxes paid during the first three days after they become delinquent will be assessed a 1% penalty. Any taxes not paid more than three days after they become delinquent shall be subject to a penalty of 10% and shall accrue interest at a rate of twelve percent (12%) per annum until paid. The delinquent taxpayer shall also pay all costs, attorney's fees, and other expenses incidental to any action taken by the city for collection of the delinquent tax bill.

SECTION 7. Effective Date and Use Thereof.

This Ordinance shall be effective immediately upon publication and applies to the 2024 calendar year tax assessment, and all receipts shall be used for city purposes and accounted for the 2024-2025 fiscal year and subsequent fiscal years in reference to delinquent collections.

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

First Reading: August 13, 2024

Second Reading:

Mayor Ben Baker

ATTEST:

Tristan Klein, City Clerk

CERTIFICATION

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

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#15R

AN ORDER/RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF DAYTON, KENTUCKY TO EXECUTE AND DELIVER AN APPLICATION TO THE CITY OF DAYTON, KENTUCKY PLANNING COMMISSION TO FACILITATE SITE PLAN REVIEW OF THE HIGHPOINT TOWNHOME DEVELOPMENT, SUBJECT TO (I) THE CITY'S RECEIPT OF ALL OUTSTANDING PAYMENTS IN LIEU OF TAXES TOGETHER WITH PENALTIES THEREON FROM MANHATTAN DEVELOPMENT CO., LLC AND AFFILIATES, AND (II) THE EXECUTION AND DELIVERY BY SSWM DEVELOPMENT, LLC OF A DECLARATION OF EASEMENTS ENCUMBERING CERTAIN CITY-OWNED REAL PROPERTY UPON WHICH THE HIGHPOINT TOWNHOME DEVELOPMENT IS PROPOSED TO BE LOCATED FOR THE PURPOSE OF ADVANCING THE CITY'S RIVERFRONT COMMONS TRAIL PROJECT THROUGH THE DEVELOPMENT OF A TRAIL ACCESS PATH; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SUCH DECLARATION OF EASEMENTS; AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER OF SUCH OTHER INSTRUMENTS AND AGREEMENTS AS MAY BE REQUIRED TO FACILITATE THE INSTALLATION, CONSTRUCTION, AND EQUIPPING OF THE REAL PROPERTY WITH THE TRAIL ACCESS PATH.

WHEREAS, the City of Dayton and DCI Properties-DKY, LLC, a Kentucky limited liability company ("DCI") entered into that certain Amended and Restated Development Agreement dated June 1, 2009 (as amended, the "Development Agreement"), and by virtue of an assignment from its affiliate S & S High Point, LLC, SSWM Development LLC ("SSWM") now holds the development rights pertaining to that certain real property commonly referred to as "Parcel H" of the Manhattan Harbour Subdivision, which real property is further described on attached Exhibit A ("Parcel H");

WHEREAS, pursuant to the terms of the Development Agreement, SSWM may request the transfer of the Parcel H to facilitate the redevelopment of Parcel H in accordance with the Development Agreement and approved development plans;

WHEREAS, SSWM has developed plans for the installation, construction and equipping of Parcel H with a townhome development and is seeking the City's approval and support to advance such development;

WHEREAS, because Parcel H is City-owned property, the advancement of the Dayton Planning Commission's site plan review of SSWM's townhome development requires the City to execute and deliver an application to the Dayton Planning Commission; and

WHEREAS, the City has established two conditions precedent pertaining to its execution and delivery of the aforementioned site plan review application to the Dayton Planning Commission, including (i) the requirement that the City receive all outstanding payments in lieu of taxes and interest and penalties thereon from Manhattan Development Co. and affiliates, and (ii) the requirement that SSWM executes and delivers a joinder to the hereinafter described Declaration of Easements;

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

Section 1. Subject to (i) the City's receipt of all outstanding payments in lieu of taxes together with penalties and interest thereon from Manhattan Development Co. and affiliates, and (ii) the execution and delivery by SSWM of a joinder to the Declaration of Easements, the City Administrator is hereby authorized and empowered to execute and deliver an application for site plan review of the Highpoint townhome project to the Dayton Planning Commission.

Section 2. The Mayor is hereby authorized to execute and deliver the Declaration of Easements substantially in the form currently on file with the City Clerk/Treasurer and attached here to as Exhibit B. In furtherance of such Declaration of Easements and the installation and construction of the trail access path, the Mayor is further authorized to execute and deliver such other commercially reasonable instruments and agreements as may be required.

Section 3. It is hereby found and determined that all formal actions of the City Council concerning and relating to the passage of this Order/Resolution were taken in an open meeting of the City Council, and that all deliberations of this City Council and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this _____ day of _____, 2024.

That this Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

[Signatures below]

ADOPTED: _____, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A" and Exhibit "B"), is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on _____, 2024 signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL H

PARCEL H PIDN: 999-99-33-462.69

Group No: 30596/H1

That parcel of land lying and being in the City of Dayton, County of Campbell, Kentucky, being known as "Parcel H" with reference to that certain plat of survey entitled "MANHATTAN HARBOUR SECTION 8" dated September 2022, certified by Daniel K. York, P.L.S. 3581, as shown on the plats recorded in Plat Slides E-714A, E-714B, E-715A, and E-715B in the real estate records of Campbell County, Kentucky, located at Newport, Kentucky (the "Plat"), which said plat is incorporated herein by reference, being a portion of the real property conveyed to the City of Dayton, Kentucky by Urban Renewal and Community Development Agency on July 25, 1978, via deed recorded in Deed Book 451, Page 412.

EXHIBIT B

FORM OF DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this “Declaration”) is made as of ____ July, 2024 by the **CITY OF DAYTON, KENTUCKY**, a Kentucky City of the Home Rule Class, 514 Sixth Avenue, Dayton, Kentucky 41074, on behalf of itself and all future owners of the Property (“Declarant” and “Owner”) and joined by SSWM Development, LLC, a Kentucky limited liability company (“SSWM”).

RECITALS:

A. Declarant is the Owner of certain real property located in Campbell County, Kentucky identified by Campbell County PIDN 999-99-33-462.69, commonly referred to as “Parcel H” of the Manhattan Harbour Subdivision and more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

B. Declarant intends to undertake the design, installation and construction of an access trail that will traverse over, upon and through the Property.

C. By virtue of an assignment of rights to develop the Property pursuant to that certain Amended and Restated Development Agreement dated June 1, 2009 (as amended, the “Development Agreement”) entered into by and between DCI Properties-DKY, LLC, a Kentucky limited liability company and Declarant, SSWM holds the right to request that Declarant convey the Property to SSWM.

D. In order to ensure that the general public has access to that certain riverfront bike and walk path, commonly referred to as Riverfront Commons, that will be constructed on City-owned property over the northern border of the Property and extending to the west (the “Riverfront Path”), prior to conveying the Property to any third-party, the Declarant desires to establish a construction easement providing for the Declarant’s installation, construction, and equipping of a public access path over the Property together with certain rights to facilitate the construction of the Riverfront Path and an access easement to allow the general public a path to access the Riverfront Path, all as more fully set forth in this Declaration.

E. SSWM has agreed to join this Declaration to consent to the establishment of such easements.

NOW, THEREFORE, Declarant, as the Owner of the Property, does hereby declare and set forth this Declaration to run with the land described herein to be binding upon all parties and persons claiming an interest in any of the Property described herein.

WITNESSETH:

1. Declaration of Easements.

(a) Temporary Construction Easement.

Declarant hereby declares and establishes a temporary nonexclusive easement and right-of-way (the “Temporary Construction Easement”), for the benefit of the Declarant and its contractors, employees and agents, over and across the entirety of the Property for the purpose of (i) installing, constructing, and equipping the crosshatched portion of the Property, as shown on the Plat attached hereto as Exhibit B, with the Trail Access Path (defined herein) to connect to the Riverfront Path, and (ii) staging for the construction of and the actual installation, construction, and equipping of the Riverfront Path on adjacent real property owned by Declarant. The Temporary Construction Easement includes, but is not limited to, the right and privilege by Declarant (and its contractors, employees and agents) to store and setup, vehicles, heavy equipment and machinery, on the Property and go onto and across the Property with vehicles, heavy equipment and machinery in order to conduct construction, grading, clearing and dirt moving work as may be necessary in connection with the construction of the Trail Access Path (defined herein) or the Riverfront Path. The Temporary Construction Easement shall expire and terminate, without the requirement of any further documentation, upon the completion of installation of both the Trail Access Path and the Riverfront Path. The Declarant further agrees and covenants to restore such areas or improvements on the Property that may be damaged by the activities related to the construction of the Trail Access Path and the Riverfront Path substantially to the condition existing prior to the time of disturbance.

(b) Access Easement.

Declarant hereby declares and establishes a permanent nonexclusive easement and right-of-way (the “Trail Access Path”), for the benefit of the Declarant and the general public over and across that portion of the Property depicted and described as the “Riverfront Trail Easement” on attached Exhibit B (the “Access Easement Area”), for the purpose of ingress and egress, over, through and across the Property to access the Riverfront Path. Notwithstanding the foregoing, there shall be no access to the Riverfront Path via the Access Easement Area until such time that construction of the Trail Access Path is complete and safe for public use. The Access Easement Area shall be open to the public at all times after the Trail Access Path is declared safe for use by the Declarant. The Declarant reserves the right to place informational and interpretive and directional “wayfinding signs” signs within the Access Easement Area, as necessary in its reasonable discretion. Declarant shall further have the right to landscape the Access Easement Area with native trees, plants, or similar landscaping and to remove any non-native or invasive trees, plants, or landscaping. Nothing herein shall be construed to grant to the general public, or to any persons, the right to enter upon any part of the Property other than that portion designated as the Access Easement Area.

The Access Easement Area as initially depicted in attached Exhibit B is a preliminary approximation of the location of the Trail Access Path. It being understood that the final location of the Trail Access Path and the Access Easement Area may need to be determined and reestablished based upon the final plans and specifications for the Trail Access Path to be prepared by the Declarant’s civil engineer. Accordingly, the Declarant hereby reserves the right to relocate, redefine, or modify the Access Easement Area based upon the final plans and

specifications for the Trail Access Path. Any modification to the Access Easement Area, including any metes and bound description, will be memorialized in a supplement to this Declaration, and Declarant on behalf of itself as Owner and all future Owners hereby covenants and agrees to execute such supplement to further define the Access Easement Area once the final plans and specifications for the Trail Access Path are finalized and such supplement has been prepared and to further cause any mortgagee to consent to such supplement. Notwithstanding anything to the contrary contained herein, nothing herein shall be construed to require the Declarant to redefine and supplement this Declaration with an updated description of the Access Easement Area and in the event no such updated description of the Access Easement Area is developed, the Access Easement Area shall be deemed to be the area depicted in attached Exhibit B.

2. SSWM Covenants, Warrants, Acknowledgements, and Consents.

SSWM represents and warrants that it holds the rights under the Development Agreement to develop the Property. SSWM acknowledges and agrees that this Declaration will constitute an “easement [or] restriction of record agreed to by Developer,” as contemplated under Section VI (A) of the Development Agreement and hereby waives and disclaims any objection to this Declaration that it may have otherwise been entitled to under the Development Agreement prior to acceptance of the Property from the City.

3. Covenant Running With Land.

The Temporary Construction Easement and the Access Easement (collectively, the “Easements”) created by this Declaration shall be deemed to be covenants running with the land and shall be binding upon any future Owner of the Property, and any persons or entities who may from time to time succeed to the interest of the same. Further, in the event of any legal subdivision(s) of the Property into multiple parcels, the Easements made in this Declaration shall be deemed to continue in full force and effect. By acceptance of any deed, or execution of any lease or contract, or undertaking occupancy of the Property, each Owner and all other persons acknowledge the rights and powers of Declarant with respect to the easements granted herein, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant and the Owners and subsequent Owners of the Property to keep, observe, comply with and accept the obligations under this Declaration.

4. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and, although drafted by Declarant, such drafting was as a matter of convenience only and shall not be construed for or against either Declarant or SSWM on that account.

5. Notices.

Any request, notice, approval or communication authorized or required by this Declaration shall be effective if such request, notice, approval or communication is in writing,

and is delivered personally and a receipt therefore is obtained, or is sent by certified mail, return receipt requested, and postage prepaid, addressed to the other party as follows:

If to Declarant: City of Dayton, Kentucky
514 Sixth Avenue
Dayton, Kentucky 41074
Attention: City Administrator

If to Developer: SSWM Development, LLC,
284 Manhattan Blvd Apt 102
Dayton, KY 41074

6. Counterparts.

This Declaration and Joinder to Declaration of Easements may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

[Balance of page left intentionally blank; signatures below]

IN WITNESS WHEREOF, this Declaration has been executed as of the date first set forth above.

DECLARANT AND OWNER:

CITY OF DAYTON, KENTUCKY, a Kentucky City of the Home Rule Class

By: _____
Ben Baker, Mayor

STATE OF KENTUCKY)
)SS
COUNTY OF CAMPBELL)

The foregoing Declaration was acknowledged and sworn to before me on _____, 2024, by Ben Baker, Mayor of the City of Dayton, Kentucky, a Kentucky city of the Home Rule Class, on behalf of said city.

Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

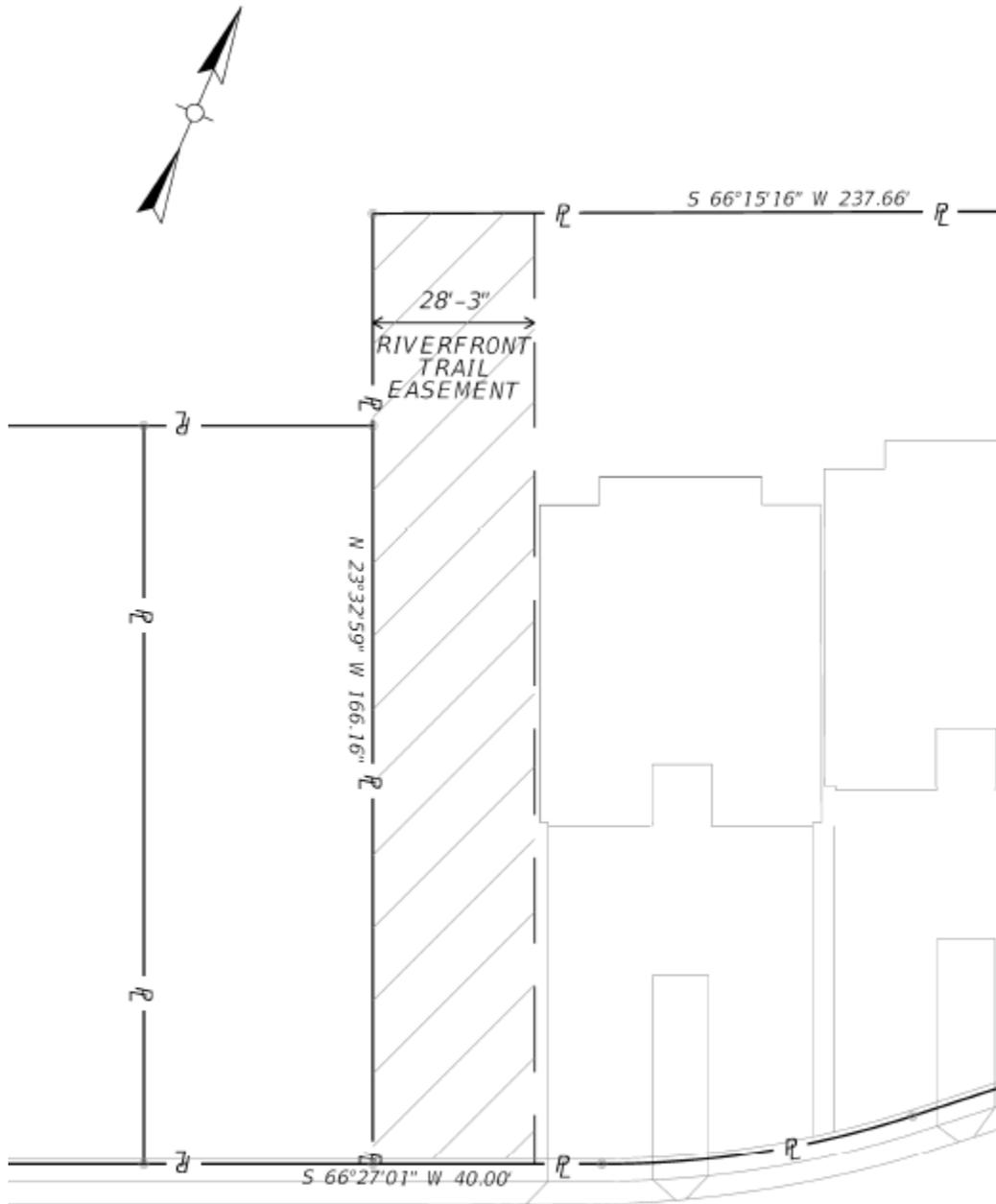
PARCEL H PIDN: 999-99-33-462.69

Group No: 30596/H1

That parcel of land lying and being in the City of Dayton, County of Campbell, Kentucky, being known as "Parcel H" with reference to that certain plat of survey entitled "MANHATTAN HARBOUR SECTION 8" dated September 2022, certified by Daniel K. York, P.L.S. 3581, as shown on the plats recorded in Plat Slides E-714A, E-714B, E-715A, and E-715B in the real estate records of Campbell County, Kentucky, located at Newport, Kentucky (the "Plat"), which said plat is incorporated herein by reference, being a portion of the real property conveyed to the City of Dayton, Kentucky by Urban Renewal and Community Development Agency on July 25, 1978, via deed recorded in Deed Book 451, Page 412.

EXHIBIT B

DEPICTION OF ACCESS EASEMENT AREA



**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#16R**

**AN ORDER-RESOLUTION ESTABLISHING A CITY
COST-SHARE PROGRAM FOR RESIDENTIAL
PROPERTY OWNERS TO REPAIR OR REPLACE
EXISTING SIDEWALKS, CURBS, AND DRIVEWAY
APRONS ABUTTING THEIR PROPERTY.**

WHEREAS, the City of Dayton (“City”) has adopted an ordinance requiring property owners to maintain the public sidewalks and curbs abutting their properties (“sidewalks and curbs”); and

WHEREAS, City desires to enhance the value of single-family residential neighborhoods by encouraging participation by property owners who live in these neighborhoods to improve existing sidewalks and curbs; and

WHEREAS, the City desires to establish a cost-share program for these property owners who desire to repair or replace existing sidewalks, curbs, and driveway aprons on public streets;

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

The City of Dayton hereby creates a “Sidewalk, Curb, and Driveway Apron Repair and Replacement Cost-Share Program” to provide city funds to residents who wish to repair or replace existing sidewalks, curbs, and driveway aprons abutting their properties along city streets. Rules and regulations for this Program, which are attached hereto as Exhibit “A” and made by reference a part hereof, are hereby adopted by the City Council of the City of Dayton, Kentucky. Based future budget allocations for this program and for other reasons, the City may to amend the attached rules and regulations by executive order without amending this Order/Resolution.

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this 13th day of August, 2024.

This Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: August 13, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT “A”

CITY OF DAYTON, KY., SIDEWALK, CURB, AND DRIVEWAY APRON REPAIR AND REPLACEMENT COST-SHARE PROGRAM RULES AND REGULATIONS

1. *Repair and replacement of sidewalks and curbs.* In areas zoned for residential use in the City of Dayton, Ky., (“City”) where sidewalks and curbs have previously been constructed, these sidewalks and curbs must be kept in a good state of repair and properly maintained by property owners. Poorly maintained sidewalks often create a greater hazard to pedestrians than having no sidewalks at all.
2. *Duty of property owner to replace sidewalks and curbs.* The cost of repairing or replacing sidewalks, curbs, and driveway aprons abutting residential real estate along public streets is the responsibility of a property owner (“Property Owner”) under §§ 96.15 and 96.16 of the City’s Code of Ordinances.
3. *City’s cost-share program overview.* To assist certain residential property owners fulfill their obligations under the above-referenced ordinance, the City has created a Sidewalk, Curb, and Driveway Apron Repair and Replacement Cost-Share Program (“Program”). On a year-to-year basis, City Council will decide whether to fund this Program, and if so, how much it will fund it through Council’s annual fiscal year budget process.
4. *Program policies and procedures.*
 - a. Only property owners whose full-time residence is a single-family home, duplex, or townhome are eligible to participate in the Program.
 - i. Only residential property located in an area zoned for single-family residential use is eligible. Properties located in commercial, industrial, and zoning classifications other than single-family residential zones are not eligible.
 - ii. Owners of multi-family properties and/or single-family residential property rented or provided at no cost to third parties are not eligible to participate in the Program.
 - b. Only sidewalks, curbs, and driveway aprons (“Concrete Projects”) are eligible. Program funds may not be used for concrete projects on private property.
 - c. Property owners who owe past ad valorem taxes, fees, or other obligations to the City are not eligible to participate in the Program.
 - d. Property owners who have existing Code Enforcement citations or liens against their property are not eligible to participate in the Program unless Program funds are used to address any sidewalk, curb, or driveway apron issue cited by Code Enforcement. If so, these projects will take priority in terms of Program funding. The Director of Code Enforcement (“Director”) shall make the final decision as to whether a property owner is eligible to use Program funds for this purpose, and the Director may decline approval if other Code Enforcement issues also exist on the property.

- e. For Concrete Projects to be eligible for the Program, their condition must be below basic standards, e.g., excessive surface spalling, cracks, broken sections, heaved or depressed sections, or the property owner has been cited by Code Enforcement because of the condition of these concrete improvements.
 - i. If a Property Owner believes its property has conditions that qualify for the Program, the property owner must submit an application to the City requesting to participate in the Program. Once a request is made, the Public Works Department, working in conjunction with Code Enforcement Department, will examine the proposed Concrete Projects to determine eligibility for funding under the Program.
 - f. If the proposed project qualifies for the Program, the Property Owner must enter into a contract with the City that sets forth the terms and conditions of participating in the Program.
 - g. Applications to participate in the Program will open on July 1 of each year when Program funding has been allocated by City Council. Acceptance of participants into the Program is handled on a first-come, first-served basis, but priority shall be given to Property Owners identified Paragraph 4(d) above. Funds for this Program are limited, and the Program will be closed to applications once all funds have been allocated for that fiscal year.
5. *Contractors and concrete work.* Only concrete contractors approved by the City may construct the Concrete Projects (“Contractor”). A list of approved contractors to date can be found on Exhibit “A”.
- a. If a Property Owner wants to use a contractor not listed in Exhibit “A”, that contractor must apply to City to be an approved Program contractor. The City will approve a contractor only after vetting the applicant and reviewing past work concrete work it has completed.
 - b. Before concrete for Concrete Projects is poured by a contractor, the City’s Public Works Department must first inspect forms and base materials used by the Contractor. After the concrete work is finished, the Department will conduct a second inspection to ensure that the completed work is consistent with city standards.
6. *Costs; payment of costs.* The City will agree to fund half of the costs of Concrete Projects up to but not exceeding \$2,500 per property. For example, if the total cost of the Concrete Projects is \$7,500, then the City will pay a maximum of \$2,500 and the Property Owner is responsible for remaining \$5,000.
- a. The City will not pay any costs associated with tree or tree root removal work. All costs associated with this tree removal must be borne by the Property Owner and must be completed prior to starting any work on the Concrete Projects.
 - b. The City will pay the costs of installing wheelchair ramps required by the Americans with Disabilities Act at the street intersections.
 - c. The City will solicit bids to do the Concrete Projects from approved contractors. Prior to the City hiring a Contractor to do the Concrete Projects,

the Property Owner and City must enter into a written agreement (“Agreement”) regarding this work. The Property Owner must agree with the scope of work and to pay its share of the costs *prior to* the City authorizing the Contractor to start work on the Concrete Projects. The City will not authorize the Contractor to start work until it receives a signed contract and full payment from Property Owner for its share of the work.

- d. The Property Owner’s failure to pay the full amount that it owes to the City under the Agreement will constitute a breach of the Agreement. As a result of this breach, the City shall be entitled to file a lien on real estate abutting the Concrete Projects and recover any amounts due to the city, including court costs, attorney fees, and other expenses incurred in the filing and enforcement this lien.

EXHIBIT "A"

APPROVED CONCRETE CONTRACTOR LIST

1. Elevation Outdoor Services, LLC
2. Hendy, Inc.
3. Prus Construction Company
4. TMS Construction, Inc.
5. Wiseman Construction, LLC

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#17R**

**AN ORDER-RESOLUTION ESTABLISHING A CITY
COST-SHARE PROGRAM FOR INSTALLATION OF OFF-
STREET PARKING ON RESIDENTIAL PROPERTIES IN
THE CITY.**

WHEREAS, the City of Dayton (“City”) wishes to encourage residents to create off-street parking spaces on their properties in the City; and

WHEREAS, some residents wish to create off-street parking spaces on their private property; and

WHEREAS, the City desires to establish a cost-share program for these property owners to assist them in paying for these improvements;

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

The City of Dayton hereby creates a “Off-Street Parking Space Cost-Share Program” (“Program”) to provide city funds to residents who wish construct off-street parking spaces on at their residential properties. Rules and regulations for this Program, which are attached hereto as Exhibit “A” and made by reference a part hereof, are hereby adopted by the City Council of the City of Dayton, Kentucky. Based future budget allocations for this program and for other reasons, the City may to amend the attached rules and regulations by executive order without amending this Order/Resolution.

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this 13th day of August, 2024.

This Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: August 13, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT “A”

CITY OF DAYTON, KY., OFF-STREET PARKING SPACE COST-SHARE PROGRAM RULES AND REGULATIONS

1. *Off-street parking.* Constructing off-street parking spaces in residential neighborhoods in the City of Dayton, Ky., (“City”) improves public safety while making more on-street parking available to visitors and others in the City.
2. *City’s cost-share program overview.* To assist a property owner (“Property Owner”) construct off-street parking on its property, the City has created an Off-Street Parking Space Cost-Share Program (“Program”). On a year-to-year basis, City Council will decide whether to fund this Program, and if so, how much it will fund it through Council’s annual fiscal year budget process.
3. *Program policies and procedures.*
 - a. Only property owners whose full-time residence is a single-family home, duplex, or townhome are eligible to participate in the Program.
 - i. Only residential property located in an area zoned for single-family residential use is eligible. Properties located in commercial, industrial, and zoning classifications other than single-family residential zones are not eligible.
 - ii. Owners of multi-family properties and/or single-family residential property rented or provided at no cost to third parties are not eligible to participate in the Program.
 - b. Property owners who owe past ad valorem taxes, fees, or other obligations to the City are not eligible to participate in the Program.
 - c. The parking space/pad must be constructed of concrete (“Off-Street Parking Space”) by a qualified concrete contractor (“Contractor”).
 - d. To participate in the Program, a Property Owner must enter into a contract with the City that sets forth the terms and conditions of participating in the Program.
 - e. Applications to participate in the Program will open on July 1 of each year when Program funding has been allocated by City Council. Acceptance of participants into the Program is handled on a first-come, first-served basis. Funds for this Program are limited, and the Program will be closed to applications once all funds have been allocated for that fiscal year.
4. *Contractors and concrete work.* Only concrete contractors approved by the City may construct an Off-Street Parking Space. A list of approved contractors to date can be found on Exhibit “A”.
 - a. If a Property Owner wants to use a contractor not listed in Exhibit “A”, that contractor must apply to City to be an approved Program contractor. The City will approve a contractor only after vetting the applicant and reviewing past work concrete work it has completed.

- b. Before concrete for Off-Street Parking Space is poured by a Contractor, the City's Public Works Department must first inspect the forms and base materials used by the Contractor. After the concrete work is finished, the Department will conduct a second inspection to ensure that the completed work is consistent with city standards.
- 5. *Costs; payment of costs.* The City will agree to fund half of the costs of a Off-Street Parking Space up to but not exceeding \$1,000 per property. For example, if the total cost of the Off-Street Parking Space is \$3,000, then the City will pay a maximum of \$1,000 and the Property Owner is responsible for remaining \$2,000.
 - a. The City will not pay any costs associated with tree or tree root removal work. All costs associated with this tree removal must be borne by the Property Owner and must be completed prior to starting any work on the Off-Street Parking Space.
 - b. The City will solicit bids to do the Off-Street Parking Space from approved contractors. Prior to the City hiring a Contractor to do the Off-Street Parking Space, the Property Owner and City must enter into a written agreement ("Agreement") regarding this work. The Property Owner must agree with the scope of work and to pay its share of the costs *prior to* the City authorizing the Contractor to start work on the Off-Street Parking Space. The City will not authorize the Contractor to start work until it receives a signed contract and full payment from Property Owner for its share of the work.
 - c. The Property Owner's failure to pay the full amount that it owes to the City under the Agreement will constitute a breach of the Agreement. As a result of this breach, the City shall be entitled to file a lien on real estate abutting the Off-Street Parking Space and recover any amounts due to the city, including court costs, attorney fees, and other expenses incurred in the filing and enforcement this lien.

EXHIBIT "A"

APPROVED CONCRETE CONTRACTOR LIST

1. Elevation Outdoor Services, LLC
2. Hendy, Inc.
3. Prus Construction Company
4. TMS Construction, Inc.
5. Wiseman Construction, LLC

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#18R**

AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BELLEVUE TO ALLOW VISITORS WITH ALCOHOLIC BEVERAGES IN APPROVED ENTERTAINMENT DISTRICT CUPS IN THESE DISTRICTS IN CITIES OF BELLEVUE AND DAYTON TO FREELY ENTER AND DEPART EACH RESPECTIVE DISTRICT.

WHEREAS, the City of Bellevue and the City of Dayton (“Cities”) have approved entertainment destination districts in each city that allow patrons of each city to ambulate with alcoholic beverages in approved entertainment district cups; and

WHEREAS, the City of Bellevue and the City of Dayton have or will adopt the same rules and regulations for patrons within their respective entertainment districts (“entertainment district”); and

WHEREAS, Dayton refers to its district as the “Rope Walk Entertainment District,” and Bellevue refers to its entertainment district as the “Bellevue Entertainment District” -- the BED for short; and,

WHEREAS, each City has its own respective branding and manner of promoting their entertainment districts, including exclusive cups reflecting each city’s unique identity; and

WHEREAS, the elected leaders of Bellevue and Dayton wish to allow patrons of each city’s respective entertainment districts to walk from one district to the other with either a Bellevue or Dayton approved cup; i.e. Bellevue patrons can take their “Bellevue” cups to Dayton, and Dayton patrons can take their “Dayton” cups to Bellevue; and

WHEREAS, the City of Bellevue and City of Dayton’s legislative bodies have enacted ordinances, regulations, and restrictions in each respective city’s entertainment destination districts allowing visitors to ambulate with approved cups in each district, and allowing them to enter and depart from one district to the other while using each other’s approved cups; and

WHEREAS, the Cities have determined that it would be in their respective best interest to collaborate with each other, share resources, create a synergistic economic development impact, and engage in joint promotions that will benefit both cities, their merchants, and visitors.

WHEREAS, the purpose of the interlocal agreement is to implement a collaborative strategy to allow entertainment district visitors in Bellevue and Dayton to ambulate from one jurisdiction to the other with entertainment district cups from both districts to enhance the opportunity to attract visitors to their communities, to create synergistic economic development impact for merchants, and to engage in joint promotions that will benefit both cities.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF BELLEVUE, KENTUCKY, AS FOLLOWS:

The Dayton, Kentucky, City Council authorizes the Mayor to enter into an Interlocal Agreement with the City of Bellevue to allow visitors carrying alcoholic beverages in cups in the entertainment districts of cities of Bellevue and Dayton to freely enter and depart each other's respective districts. This Interlocal Agreement, which is attached hereto as Exhibit "A," is incorporated by reference herein as if fully rewritten. A copy of the Interlocal Agreement will be on file with the City Clerk's Office.

NOW THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY, on this 13th day of August, 2024.

This Order/Resolution shall be signed by the Mayor, attested to by the City Clerk/Treasurer, recorded and be effective upon adoption.

ADOPTED: August 13, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____ 2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

By and Between

THE CITY OF BELLEVUE, KENTUCKY

And

THE CITY OF DAYTON, KENTUCKY

Relating to:

**Allowing Visitors with Alcoholic Beverages in Approved Cups
in the City of Bellevue and City of Dayton Entertainment Districts ("Districts")
to Freely Enter and Depart these Respective Districts**

Dated as of:

August 1, 2024

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("Interlocal Agreement") is made and entered into by and between the City of Bellevue, Kentucky, and the City of Dayton, Kentucky, municipal corporations of the Home Rule Class ("Cities"); and.

WHEREAS, KRS 65.210 *et seq.*, which is titled the Interlocal Cooperation Act, provides that its purpose is to permit public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Interlocal Cooperation Act provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of KRS 65.210 to 65.300; and

WHEREAS, KRS 241.060(1) authorizes the Kentucky Alcohol Beverage Control board to promulgate administrative regulations regarding matters over which the board has jurisdiction; KRS 243.030 (21) and (35) authorizes the department to issue entertainment destination licenses; and, 804 KAR 4:370 is the administrative regulation defining the term entertainment destination center and establishes the privileges and responsibilities of an entertainment destination center license; and

WHEREAS, the Boards of Council of the cities of Bellevue and Dayton have approved entertainment destinations and have entertainment destination licenses in each respective city; and

WHEREAS, Bellevue and Dayton have adopted the same rules and regulations for patrons within their entertainment destination districts ("districts"); and

WHEREAS, Bellevue refers to its entertainment destination district as the "Bellevue Entertainment District" — or the BED for short — and Dayton refers to its district as the "Rope Walk Entertainment District"; and

WHEREAS, each city has its own respective branding and manner of promoting its districts, including , exclusive cups for their districts reflecting the city's unique identities; and

WHEREAS, the elected leaders of Bellevue and Dayton wish to allow patrons of each city's respective entertainment districts to walk from one district to the other with either a Bellevue or Dayton approved cup, i.e. Bellevue patrons can take their "Bellevue" cups to Dayton, and Dayton patrons can take their "Dayton" cups to Bellevue; and

WHEREAS, the City of Bellevue and City of Dayton's legislative bodies have enacted ordinances, regulations, and restrictions in each respective city's entertainment destination districts allowing visitors to ambulate with

approved cups in each district, and allowing them to enter and depart from one district to the other while using each other's approved cups; and

WHEREAS, these Cities have determined that it would be in their respective best interest to collaborate with each other, share resources, create a synergistic economic development impact, and engage in joint promotions that will benefit both cities.

NOW, THEREFORE, the Cities hereby agree as follows:

1.0 **Definitions**

As used herein, the following words, abbreviations and phrases have the meanings provided for them:

"Interlocal Agreement" means this Interlocal Cooperation Agreement.

"Administrator" means the City Administrators of Bellevue and Dayton, Kentucky.

"Cities" means the cities that are parties to this Interlocal Agreement.

2.0 **Purpose of this Interlocal Agreement**

The purpose of this Agreement is:

2.1 To allow patrons who visit either Bellevue or Dayton's entertainment destination districts to ambulate into and out of the entertain destination jurisdictions of each city so they can use a "Bellevue" cup in Dayton and a "Dayton" cup in Bellevue, and enjoy the privileges and responsibilities afforded to visitors of each district.

2.2 To combine efforts to promote economic development activity, city events, and a create a festive atmosphere that will attract more visitors to each city for some fun and collaboration.

3.0 **Administrator Responsible for the Cooperative Undertaking**

3.1 Pursuant to KRS 65.250(2)(a), the administrators responsible for the cooperative undertaking herein shall be the respective City Administrator for Bellevue and Dayton.

3.2 Pursuant to KRS 65.250(2)(b), the manner of acquiring, holding, and disposing of real and personal property used in the cooperative undertaking shall be pursuant to the provisions of KRS 45A.425, except that the Administrator shall have the authority the same as a "local public agency" to dispose of surplus or excess property, if any.

4.0 **Effective Period of this Interlocal Agreement**

4.1 This Interlocal Agreement shall be effective after it has been approved by the Department of Local Government pursuant to KRS 65.260(3), and each City that is a party to the Interlocal Agreement has approved and executed the Interlocal Agreement. This Agreement shall continue in effect until terminated pursuant to the provisions hereof or by operation of law.

5.0 **Requirements for this Interlocal Agreement**

5.1 Each city that is a party to this Interlocal Agreement shall approve allowing patrons of each entertainment destination district to ambulate to and from one district to the other in the designated entertainment destination district boundaries.

5.1 Each city that is a party to this Interlocal Agreement agrees to establish rules for each city's entertainment destination district that are mutually acceptable to each other, and these rules and regulations shall be the same for both cities to prevent confusion and/or inconsistent rules and regulations.

5.3 Each city is responsible for its own costs related to the administration and enforcement of its entertainment destination districts.

5.4 Each city agrees to provide adequate funding to pay for costs related to managing and promoting their respective entertainment destination districts.

5.4 The Administrator may request the sharing of costs, if any, for any jointly mutual beneficial expenditures necessary to effectuate this Interlocal Agreement, and each City agrees to act in good faith in paying for its share of costs.

6.0 **Unilateral Withdrawal**

6.1 Either city may withdraw from this Interlocal Agreement by providing 90 days of written Notice to Withdraw. In the event of such a withdrawal, any assets, if any, shall be divided between the cities in proportion to their financial contributions made under this Interlocal Agreement.

7.0 **Mutual Termination.**

7.1 By mutual agreement, the Cities may terminate this Agreement by providing a written Notice to Terminate to each other, and assets, if any, shall be divided equally.

8.0 **Dispute Resolution.**

8.1 Each of the cities agrees to resolve disputes as follows: first, make a good-faith effort to negotiate disputes; second, participate in mediation; and third, litigation. Venue shall be in Campbell County, Kentucky.

9.0 **Governing Law**

9.1 This Interlocal Agreement and all of the transactions contemplated thereby shall be governed, construed, and enforced in conformity with the laws of the Commonwealth of Kentucky.

10.0 **Severability**

10.1 In the event that any provision of this Interlocal Agreement is judicially determined to be invalid or unenforceable, such a determination shall not affect the validity or enforceability of any other provision thereof; and such other provisions shall remain in full force and effect as long as they remain valid and enforceable in the absence of those provisions determined to be invalid.

11.0 **Waiver**

11.1 In the event that any party to this Interlocal Agreement waives any term or provision of this Agreement, that waiver shall only be effective for the specific instance and specific purpose for which that waiver was provided. If either of the Cities fails to exercise or delays exercising any of its rights or remedies pursuant to the provisions of this Agreement, they retain the right to enforce that term or provision at a later time.

12.0 **Counterparts**

12.1 This Interlocal Agreement may be executed in several counterparts, each constituting a duplicate original, with all such counterparts constituting one and the same Agreement.

13.0 **Entire Agreement**

13.1 This Interlocal Agreement constitutes the entire agreement of the parties in regard to the subject thereof.

14.0 **Insurance**

14.1 Each city shall maintain in full force and effect throughout the term of this Interlocal Agreement, insurance coverage as follows: General Liability—combined single limits of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Insurance shall include comprehensive broad-form coverage, including general errors and omissions for each employee and/or volunteer. Insurance policies and certificates of insurance shall be provided to the cities upon request.

15. **No Third-Party Beneficiary**

15.1 The cities entering into this Interlocal Agreement retain any and all immunities and defenses from civil claims available to them under state and federal laws. No party to this Interlocal Agreement makes any warranty or representation of traffic-control management or services to the general public, and the promises and commitments contained herein shall be deemed made and extend solely to the parties to this Interlocal Agreement only and not to any third-party beneficiary whatsoever.

15.2 No private cause of action shall be created by this Interlocal Agreement.

16. **Non-Assignment**

16.1 The rights, benefits, obligations, and duties under this Agreement inure solely to the parties hereto, and no party may assign or transfer any right, obligation, benefits, or duties to any third-party entity or person without first obtaining the written consent of the remaining parties to this Interlocal Agreement.

17.0 **Amendment.**

17.1 This Interlocal Agreement may only be again amended by a written amendment approved by all of the parties to this Interlocal Agreement; and any such amendment shall be subject to the requirements of the Interlocal Cooperation Act in KRS Chapter 65.

IN WITNESS WHEREOF, the Mayors of the Cities of Bellevue and Dayton, Kentucky, have subscribed their respective signatures to this Interlocal Agreement in their official capacities pursuant to the approval of their respective city legislative bodies.

DATE: _____

By: _____

**CHARLIE CLEVES, Mayor
CITY OF BELLEVUE, KENTUCKY**

DATE: _____

By _____

BEN BAKER, Mayor

CITY OF DAYTON, KENTUCKY

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#19R**

**AN ORDER/RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DAYTON, KENTUCKY, AUTHORIZING THE
MAYOR TO EXECUTE AND DELIVER AN
ACKNOWLEDGEMENT AND CONSENT TO MORTGAGE,
SECURITY AGREEMENT AND ASSIGNMENT AGREEMENT
TO FACILITATE THE EXTENSION OF A COMMERCIAL
LOAN FROM METROPOLITAN CAPITAL BANK & TRUST
TO MANHATTAN DEVELOPMENT CO., LLC; AND
FURTHER AUTHORIZING SUCH OTHER ACTIONS AS MAY
BE REQUIRED IN FURTHERANCE OF THE FOREGOING.**

WHEREAS, on November 15, 2005, the City of Dayton, Kentucky (the “City”) entered into a Development Agreement (the “Original Development Agreement”) with DCI Properties-DKY, LLC (“DCI”) providing for the development of certain land in the City located along the riverfront of the Ohio River known as the “Manhattan Harbour Project”; and

WHEREAS, the Original Development Agreement was subsequently amended and restated by an Amended and Restated Development Agreement, dated as of June 1, 2009, recorded at Miscellaneous Book 600, Page 852 of the Campbell County Clerk’s records in Newport, Kentucky, as amended by that certain First Amendment to the Amended and Restated Development Agreement dated as of December 1, 2012, recorded at Miscellaneous Book 600, page 837, aforesaid records, and as further amended by that certain Second Amendment to the Restated Development Agreement dated September 5, 2017 (the “Second Amendment”) and adopted by the City as part of Resolution No. 2017-13R dated September 5, 2017 (collectively, the “Development Agreement”); and

WHEREAS, pursuant to an Agreement to Assign Rights Under Development Agreement with an effective date of July 1, 2014 entered into by and between DCI and Manhattan Development Co., LLC (“MDC”), as amended by that First Amendment to Agreement to Assign Rights Under Development Agreement (together, the “Assignment of Development Agreement”), MDC has acquired rights from DCI to develop a portion of the riverfront property that is subject to the Development Agreement, including that approximately 7.99 acre parcel commonly referred to as “Parcel E” as depicted on Plat Cabinet E, Slides 651A, 651B, 652A, and 653A, records of the Clerk of Campbell County, Kentucky; and

WHEREAS, whereas pursuant to an Acknowledgement of Development Rights executed and delivered by Manhattan Harbour Project LLC (“MHP”), as successor-in-interest to DCI, MHP has acknowledged and agreed that all of its and DCI’s rights, title and interest under the Development Agreement with respect to Parcel E have been duly assigned and conveyed to MDC and that MDC is the sole and only owner and holder of the same; and

WHEREAS, as security for a commercial loan to be extended by Metropolitan Capital Bank & Trust (“Lender”) to MDC, the Lender has required MDC to execute and deliver among other instruments, an Assignment of Development Agreement and Security Agreement as well as a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing; and

WHEREAS, as further assurance for extending the commercial loan to MDC, Lender has requested and the City has agreed to execute and deliver an Acknowledgement and Consent to Mortgage, Security Agreement and Assignment Agreement;

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

Section 1. Acknowledgement and Consent Document. That the Mayor is hereby authorized and empowered to execute and deliver the Acknowledgement and Consent to Mortgage, Security Agreement (the “Acknowledgement and Consent”) in the form currently on file with the City Clerk/Treasurer with such changes as may be approved by special counsel to the City. The Mayor and City Staff are further authorized to undertake such additional actions as may be required to facilitate the execution and delivery of the Acknowledgement and Consent.

Section 2. Special Counsel. The customary and reasonable fees of the City’s special counsel in conjunction with the review of the Acknowledgement and Consent, together all other customary costs and expenses of the City in conjunction with the Assignment, shall be paid from the proceeds of the closing of the commercial loan or other funds available to MDC.

SO ORDERED and approved by the City Council of the City of Dayton, Kentucky, on this 13th day of August, 2024.

MAYOR BEN BAKER

ATTEST:

TRISTAN KLEIN
CITY CLERK/TREASURER

CERTIFICATE

I, Tristan Klein, City Clerk/Treasurer of the City of Dayton, Kentucky, do hereby certify that the above is a true copy of Order/Resolution No. _____ as first adopted by City Council at a regular meeting held on August 13, 2024, whereat a quorum was present and voting, all as shown by the records of said City in my office.

SIGNED:

Tristan Klein, City Clerk/Treasurer

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#20R**

**AN ORDER/RESOLUTION DECLARING
CITY-OWNED REAL PROPERTY AT 705
VINE STREET AS SURPLUS PROPERTY AND
AUTHORIZING THE MAYOR TO SELL OR
OTHERWISE DISPOSE OF THIS PROPERTY
AS PERMITTED UNDER KENTUCKY LAW.**

**BE IT HEREBY ORDERED BY THE CITY OF DAYTON, KENTUCKY AS
FOLLOWS:**

Section I

The City of Dayton, in accordance with the provisions of KRS 82.083, hereby makes the following findings:

1. The City of Dayton, Kentucky (“City”) purchased property located at 705 Vine Street, Dayton, Ky. 41074, identified by a PIDN of 999-99-09-368.00 in the Campbell County Clerk’s Office (“the Property”), on which the City had Code Enforcement liens, at a Campbell County Master Commissioner’s sale on February 13, 2024.
2. It is in the public interest for the City to declare as the Property as surplus real estate.
3. City’s intended use of the Property, which is currently vacant and abandoned and in a blighted condition, is to have it rehabilitated as a single-family residence.
4. It is in the public interest for the City of Dayton to sell this sell this property to a third party who will rehabilitate this Property as new, owner-occupied residence with substantial increase in its taxable value.
5. The City will dispose of this property by one of the methods outlined in KRS 82.083, , transferring property for economic development purposes, including, but not limited to, real property transfers for the elimination of blight.

Section II

That this Order shall be maintained and indexed in the Official Order Book by the City Clerk/Treasurer.

[Signatures below]

ADOPTED: August 13, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, (the "City"), and as such I further certify that the foregoing is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024 signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#21R**

**AN ORDER/RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF DAYTON,
KENTUCKY, APPROVING THE SALE OF 705
VINE STREET, DAYTON, KY. TO AHC
HOLDINGS LLC.**

WHEREAS, on August 13, 2024, City Council of the City of Dayton, Kentucky, in accordance with the provisions of KRS 82.083, declared real estate located 705 Vine Street, Dayton, Ky. 41074 (“the Property”) as surplus property; and

WHEREAS, the City has agreed to sell this Property to AHC Holdings LLC for \$50,000 for purposes permitted under KRS 82.083.

NOW, THEREFORE, IT IS HEREBY ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAYTON, KENTUCKY THAT:

City Council approves the sale of 705 Vine Street, Dayton, Ky. to AHC Holdings LLC for the sales price of \$50,000 and authorizes the Mayor to enter into a Contract to Purchase Real Estate effectuating this sale. A copy of this contract is attached hereto as Exhibit “A” and made by reference a part hereof.

AND IT IS SO ORDERED AND RESOLVED. Passed and approved by the City Council of the City of Dayton, Kentucky, on this 13th day of August 2024.

This Resolution shall be maintained and indexed in the Official Resolution and Order Book by the City Clerk/Treasurer.

[Signatures below]

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024, signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

Tristan Klein
City Clerk/Treasurer

EXHIBIT "A"

**CITY OF DAYTON, KENTUCKY
ORDER/RESOLUTION NO. 2024#22R**

**AN ORDER/RESOLUTION AUTHORIZING
THE CITY ADMINISTRATOR TO
PURCHASE PROPERTIES IN
FORECLOSURE SALES CONDUCTED BY
THE CAMPBELL COUNTY MASTER
COMMISSIONER FOR WHICH THE CITY IS
OWED TAXES, FINES, OR OTHER
EXPENSES AND ESTABLISHING
GUIDELINES FOR PURCHASING SUCH
PROPERTIES.**

WHEREAS, the City of Dayton, Kentucky (“City”) sometimes initiates foreclosure actions against the owners of real estate in the City to recover past due *ad valorem* real estate taxes, enforce Code Enforcement liens and other liens filed on these properties, and recover other taxes, fees, and expenses, including but not limited to, attorney fees, court costs, penalties, interest, and other out-of-pocket expenses incurred by City with respect to these properties (collectively, “Costs”); and

WHEREAS, the City also is named as a party-defendant in foreclosure actions filed by third parties when it has an interest in properties due to the property owner owing Costs to the City; and

WHEREAS, on occasion, the City Administrator bids on real estate at foreclosure sales conducted by the Campbell County Master Commissioner to recover the City’s Costs associated with is real estate; and

WHEREAS, the City Council wishes to authorize the purchase of such real estate at foreclosure sales and to establish guidelines for the City Administrator to follow when bidding on these properties.

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

Section I

The City Council of the City of Dayton, Kentucky, hereby authorizes the City Administrator to submit bids to purchase real estate in the City brought for sale before the Campbell County Master Commissioner to recover all of the City's past due *ad valorem* real estate taxes, enforce Code Enforcement liens and other City liens on these properties, and recover other taxes, fees, and expenses, including but not limited to, attorney fees, court costs, penalties, interest, and other out-of-pocket expenses incurred by the City in these foreclosure actions. Furthermore, the City Administrator is authorized to purchase this real estate at a price that exceeds -- by no more \$100 -- the value of the property owner's Right of Redemption under KRS 426.530, which is two-thirds of the appraised value of the real estate as established by court-appointed appraisers in the foreclosure action.

Section II

This Order shall be maintained and indexed in the Official Order Book by the City Clerk/Treasurer.

ADOPTED: August 13, 2024

By: _____
Ben Baker
Mayor

Attest:

By: _____
Tristan Klein
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk/Treasurer of the City Council of Dayton, Kentucky, (the “City”), and as such I further certify that the foregoing is a true, correct and complete copy of an Order/Resolution duly adopted by the City Council of the City at a regular meeting properly held on August 13, 2024 signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of _____
2024.

By: _____

Tristan Klein
City Clerk/Treasurer