

CITY OF DAYTON
COUNCIL MEETING
June 27, 2011

A special meeting of the Dayton City Council was held on Monday, June 27, 2011, at 12:00 noon in the Council Chamber of the Dayton City Building. The meeting was advertised as required by law, and is for the purpose of reading Order 2011 - #4R, and the second reading of Ordinances 2011 No.3- setting compensation and number of authorized positions, Ordinance 2011 No.4 - regarding fireworks, and Ordinance 2011 No. 5 - adopting annual budget for fiscal 2011/2012. Mayor Rankle called the meeting to order.

ROLL CALL:

Mayor Rankle	present	Member Ashford	present
Member Hurtt	present	Member Gifford	present
Member Burns	present	City Adm. Redmond	present
Member Volter	present		
Member Boruske	absent		

CITY OF DAYTON, KENTUCKY

2011- 4 R

AN ORDER AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BELLEVUE LAND LLC, A KENTUCKY LIMITED LIABILITY COMPANY, FOR DEVELOPMENT OF CITY OWNED PROPERTY AT 701 ERVIN TERRACE.

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

SECTION ONE: That City Council of the City of Dayton, Kentucky does find as follows:

That it is in the best interests of the people of the Dayton to enter into this an agreement for development of property owned by the City at 701 Ervin Terrace and that such development will promote further economic development and residential housing opportunities;

That it is in the best interest of the people of Dayton to develop the property for residential purposes;

That the Property is surplus property, is not necessary for the effective government of the City, and it is appropriate to dispose of the Property in accordance with KRS 82.083 without competitive bidding or auction;

The City desires to have the property developed in a timely manner by a highly qualified and experienced developer and, therefore, intends to transfer the property to Bellevue Land, LLC pursuant to KRS 82.083(3)(b);

The City offers to sell the property and Bellevue Land, LLC has offered to purchase and develop the property;

SECTION TWO: That the City of Dayton is hereby authorized to enter into a Purchase and Sale Agreement and Development Agreement with the Bellevue Land, LLC. for development of 701 Ervin Terrace and to sell and convey the same to Bellevue Land, LLC. A copy of the agreement is attached hereto and made part hereof by reference.

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

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

PASSED by City Council of the City of Dayton, Campbell County, Kentucky assembled in regular session this ____ day of _____, 2011.

CITY OF DAYTON, KENTUCKY

by _____
KENNETH E. RANKLE
its Mayor

ATTEST:

DONNA LEGER, its Clerk

Motion by Member Hurtt, second by Member Gifford, to approve 2011 4 R.

ROLL CALL:

Member Hurtt	aye	Member Boruske	absent
Member Burns	aye	Member Ashford	aye
Member Volter	aye	Member Gifford	aye

Motion carried--so ordered.

GROUP NOS. 41377/A1 (Newp)

PURCHASE AND SALE AGREEMENT
and
DEVELOPMENT AGREEMENT

This Purchase and Sale Agreement and Development Agreement (hereinafter "Agreement"), made and concluded this ____ day of _____, 2011; by and between **CITY OF DAYTON, KENTUCKY**, a municipal corporation of the fourth class, by and through **Kenneth E Rankle**, its Mayor, hereinafter "**Seller**"; and **BELLEVUE LAND, LLC**, a Kentucky limited liability company, by and through **Michael T. Brandy**, its Manager, hereinafter "**Purchaser**";

WITNESSETH, that the **Seller**, in consideration of the payments to be made and the covenants and agreements by the **Purchaser** to be kept as hereinafter set forth, hereby sell and convey unto the **Purchaser**, upon the prompt and full payment of the purchase price stated and upon the prompt and full performance by the **Seller** and **Purchaser** of the covenants and agreements by the **Seller** and **Purchaser** to be performed, the following described real estate, situate in the City of Dayton, Campbell County, Kentucky, known as **701 Ervin Terrace**, Dayton, Kentucky 41074 and being more fully described as follows:

GROUP NOS. 41377/A1 (Newp)

PIDN. 999-99-10-125.00

All that certain parcel of ground situated in Terrace Garden, Subdivision to the City of Dayton, Campbell County, Kentucky, and being twenty-five (25) feet front on the east side of Terrace Avenue and at the southeast corner of Terrace Avenue and Rose Alley, and extending back eastwardly in a parallel line and on the south line of Rose Alley, one hundred fifty feet (150); reference being had to the recorded plat of said Subdivision, being parts of Lots 13, 14, and 15 in said Terrace Garden Subdivision.

together with all buildings, improvements, fixtures and appurtenances thereon, which shall be part of the real estate, hereinafter known as the "Property",

I. PURCHASE PRICE: **Purchaser**, in consideration of the covenants and agreements hereby made by **Seller**, agree to purchase, and **Seller** agree to sell, the above real estate and to pay to the **Seller** the sum of **Nineteen Thousand Seven Hundred Dollars** (\$19,700) upon closing

II. OWNERSHIP AND POSSESSION: **Seller** covenants that **Seller** is lawfully seized of the Property and has the right to convey the Property, and that **Seller**, thereafter, will convey the title to the Property to **Purchaser** with covenants of special warranty. **Purchaser** shall be entitled to take possession of the Property upon closing.

III. TAXES AND ASSESSMENTS: The Property being titled in the name of **Seller**, it is acknowledged that there are no taxes or assessments or any other charges, fines, or impositions attributable to the Property and thereafter, all such charges shall be the responsibility of the **Purchaser**.

IV. INSURANCE: **Seller** shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and such other hazards until the date of closing.

V. WASTE, ENVIRONMENTAL: **Seller** shall keep the Property in the state of repair in which it is at the time of this contract. **Purchaser** understands that **Seller** acquired the Property by foreclosure sale is unaware of whether any defect may exist in the Property. **Purchaser** waives right to written description or notice of any defect in the Property whether or not required by law. **Seller** sells and **Purchaser** take the Property "**AS IS**", with **NO WARRANTIES** of any kind. Further, **Seller** is unable to assure **Purchaser** that no toxic or hazardous substances as defined by federal or state law are contained in, on or under the Property or the buildings or appurtenances thereon and **Purchaser** take the Property subject to any such defect and will hold **Seller** harmless from any liability, tort, statutory, or otherwise, to any individual or government, created by any such substances which are contained in, on or under the Property or the buildings or appurtenances thereon at time of closing.

VI. INSPECTIONS: **Purchaser** may make reasonable entries upon and inspections of the Property, at any time during the operation of this Agreement;

VII. HEIRS AND ASSIGNS: Covenants and agreements herein contained shall bind and the rights hereunder shall inure to the benefit of the heirs and assigns of **Seller** and **Purchaser**.

VIII. LAW, SEVERABILITY: This Agreement shall be governed by the laws of the Commonwealth of Kentucky. If any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions. The provisions of the Agreement are declared to be severable.

IX. CONVEYANCE: The **Seller** hereby agree and covenant that, in the event that the aforesaid purchase price shall be paid in full and all the conditions and covenants herein provided shall be fully performed at the times and in the manner above specified, they will convey fee simple title to the Property to **Purchaser** by special warranty deed, subject to conditions, restrictions, and easements contained in instruments of record or restrictions required by this Agreement. If, after full title examination, it is found that a cloud appears on the title which **Seller** cannot remedy and which is determined by a reasonable legal title authority to be unacceptable infringement on title, then this agreement shall be voidable by **Purchaser**.

X. CLOSING: Time is considered to be of the essence and closing shall be held on or before June 30, 2011 at the call of the **Purchaser**. No extension will be granted unless stated in writing signed by the parties hereto. All costs of closing shall be borne by the party who, by law or local custom, normally assumes such burden.

XI. SURVIVAL OF AGREEMENT: All terms of this Agreement, including Section XII below, shall fully and completely survive the execution of the deed provided herein.

XII. DEVELOPMENT AGREEMENT: **Seller** and **Purchaser** acknowledge that this Agreement is made for purposes of redevelopment of the Property for the special purposes of Seller in supporting economic development with the City of Dayton and is sold without public bidding for such purposes as permitted by KRS 82.083. As such, **Seller** and **Purchaser** agree as follows:

1. The Property has, in the past, been used as a two family residential facility;
2. That the Property is in significant disrepair after years of vacancy and neglect of maintenance and requires significant rehabilitation;
3. That **Purchaser** shall, as soon as practicable, convert the Property to a single family residential facility. The **Seller** and **Purchaser** will jointly apply to the City of Dayton Board of Adjustment for a final, irrevocable zoning certificate certifying that the Property be single family residential which is the present zoning of the area in which the Property is located and that it will not and cannot revert to any multi-family status. The application will be made by both Parties at the time of the signing of this agreement. **Seller** and **Purchaser** will continue to seek the zoning certificate until it has been received, whether before or after the closing described in Section X above;
4. That **Purchaser** shall, as soon as practicable and at the cost of **Purchaser**, rehabilitate the Property and bring same into compliance with all codes applicable to a single family residential facility. **Purchaser** agrees that no person shall reside in the Property until same has been brought into compliance with such codes and that, before any person resides in the Property, **Purchaser** will obtain a final certificate of occupancy from the City of Dayton.
5. The **Purchaser** will, at closing, provide a letter to **Seller** certifying its intention to convey the Property as an owner-occupied single family residence

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

SELLER:

PURCHASER:

CITY OF DAYTON, KENTUCKY

by: _____
KENNETH E. RANKLE
its Mayor

by: _____
MICHAEL T. BRANDY
its Manager

Document prepared by

JOHN C. FISCHER
ATTORNEY
308 Sixth Avenue, P.O. Box 1
Dayton, Kentucky 41074

SECOND READING:

CITY OF DAYTON, KENTUCKY

2011 - #3

AN ORDINANCE AMENDING ORDINANCE 2010- #3 SETTING FORTH COMPENSATION AND NUMBER OF AUTHORIZED POSITIONS FOR EMPLOYEES UNDER THE DAYTON JOB CLASSIFICATION SYSTEM. ORDINANCES IN CONFLICT REPEALED

This ordinance sets forth employee positions, the salary ranges therefore exclusive of overtime as mandated by law, and the number of authorized positions. It amends: to eliminate authorization for an administrative secretary; increase the maximum pay for a police chief; authorizes a position for police captain and eliminates authorization for a police lieutenant; increases the authorized number of police recruits from 0 to 1; eliminates authorization for part-time patrol officers; decreases the authorized number of laborers from 3 to 2; increases the authorized number of seasonal laborers from 1 to 2; and provides for part-time hours for a blight inspector.

I, John C. Fischer, an attorney licensed to practice law in the Commonwealth of Kentucky, acting as attorney for the City of Dayton, Kentucky, do hereby certify that this summary was prepared by me at the direction of the Council of the City of Dayton, and that said summary is a true and accurate summary of the contents of the ordinance.

JOHN C. FISCHER

Motion by Member Hurtt, second by Member Volter to approve Ordinance 2011 No. 3.

ROLL CALL:

Member Hurtt	aye	Member Boruske	absent
Member Burns	aye	Member Ashford	aye
Member Volter	aye	Member Gifford	aye

Motion carried--so ordered.

CITY OF DAYTON, KENTUCKY

2011 #4_____

AN ORDINANCE REPEALING DAYTON, KENTUCKY CODE OF ORDINANCES, CHAPTER 93, SECTIONS 93.01, 93.02, 93.03, 93.04, AND 93.05 AND AMENDING THE DAYTON, KENTUCKY CODE OF ORDINANCES, CHAPTER 93, SECTION 93.99 REGARDING FIREWORKS..

This ordinance repeals all sections of the Dayton Code of Ordinances concerning fireworks, thus adopting all Kentucky statutory and regulatory laws regarding fireworks control within the city.

I, John C. Fischer, an attorney licensed to practice law in the Commonwealth of Kentucky, as City Attorney for the City of Dayton, Kentucky, do hereby certify that this summary was prepared by me at the direction of the Council of the City of Dayton, and that said summary is a true and accurate summary of the contents of the ordinance.

JOHN C. FISCHER

Motion by Member Ashford, second by Member Gifford to approve Ordinance 2011 No. 4.

ROLL CALL:

Member Hurtt	aye	Member Boruske	absent
Member Burns	aye	Member Ashford	aye
Member Volter	nay	Member Gifford	aye

Motion carried--so ordered.

CITY OF DAYTON, KENTUCKY

2011- #5

AN ORDINANCE ADOPTING THE CITY OF DAYTON, KENTUCKY'S ANNUAL BUDGET FOR FISCAL YEAR JULY 1, 2011 THROUGH JUNE 30, 2012, & ESTIMATING REVENUES & RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

This ordinance adopts the budget for Fiscal Year 2012 for the General Fund, Municipal Aid Fund, Park Board Fund, Park Tax Fund, Urban Renewal Fund, Sargent Park Fund, the Civic Club Fund, and the Infrastructure Fund.

I, John C. Fisher, an attorney licensed to practice law in the Commonwealth of Kentucky, acting as attorney for the City of Dayton, Kentucky, do hereby certify that this summary was prepared by me at the direction of the Council of the City of Dayton, and that said summary is a true and accurate summary of the contents of the ordinance.

John C. Fischer

Motion by Member Hurtt, second by Member Volter, to approve Ordinance 2011 No. 5.

ROLL CALL:

Member Hurtt	aye	Member Boruske	absent
Member Burns	aye	Member Ashford	aye
Member Volter	aye	Member Gifford	aye

Motion carried--so ordered.

Motion to adjourn by Member Hurtt, seconded by Member Volter. All ayes, and the motion carried--so ordered.

Meeting adjourned.

Respectfully Submitted,

Barbara Washington
Ass't City Clerk/Treasurer

ATTEST:

Kenneth E. Rankle, Mayor