

CITY OF PARK HILLS, KENTUCKY

Special Meeting Notice

The City of Park Hills City Council will hold a Special Meeting on Monday, April 22, 2019 at 6:30 p.m. at the Park Hills Fire Department, 1106 Amsterdam Road, Park Hills, Kentucky

Special Meeting Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Legislation
 - A. Resolution No. 7, 2019; Authorizing the Execution of a Memorandum of Agreement between the City and CondoView, LLC relating to the acquisition, construction, equipping and installation of a residential project to be located within a downtown business district as designated by the city; agreeing to undertake the issuance of industrial building revenue bonds at the appropriate time to pay the costs of acquiring, constructing, equipping and installing said project and facilities; and taking other preliminary action
 - B. Resolution No. 8, 2019; Authorizing the execution of an Agreement in lieu of taxes with Condoview, LLC
 - C. Resolution No. 9, 2019; Consent to the closure of Amsterdam Road in Covington
 - D. Resolution No. 10, 2019; Authorize School Resource Officer agreement with Covington Catholic High School
- V. Discussion
 - A. Further discussion regarding stop sign at Alhambra and Old State
 - B. Further discussion regarding speed humps on Cecelia
 - C. Change in number of Caucus Meetings
- VI. Adjournment

CITY RESOLUTION NO. 7, 2019

A RESOLUTION OF THE OF THE CITY OF PARK HILLS, KENTUCKY (THE “CITY”), AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND CONDOVIEW LLC (THE “COMPANY”) RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A RESIDENTIAL PROJECT TO BE LOCATED WITHIN A DOWNTOWN BUSINESS DISTRICT AS DESIGNATED BY THE CITY (THE “PROJECT”); AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID PROJECT AND FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, CondoView LLC, a Kentucky limited liability company (the “Company”), proposes the acquisition, construction, equipping and installation of residential project to be located within a designated downtown business district of the City as determined by the City within its sound discretion, and Kenton County, Kentucky on property located in the City and the City of Covington, Kentucky, on property formerly used as part of the Gateway Community and Technical College Campus (the “Project”), as provided for in Section 103.200 of the Kentucky Revised Statutes, and in this connection it has been determined that the City may assist the Company by causing the acquisition, construction, equipping and installation of the Project and by entering into at the appropriate time a lease agreement with reference thereto pursuant to authority of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the “Act”), all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the City; such lease agreement to be upon such terms and conditions as the Act may require and the City may deem advisable; and

WHEREAS, the acquisition, construction, equipping and installation of the Project by the Company will encourage the expansion of commerce in accordance with the public policy of the

Commonwealth of Kentucky by promoting the economic development of the Commonwealth of Kentucky and the City, will relieve conditions of unemployment, will encourage the increase of commerce and will improve the economic welfare of the people of the City; and

WHEREAS, the City is further authorized by the Act to issue bonds, which term under the Act encompasses bonds, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the Act, for the purpose of defraying the cost of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act; discussions have occurred between representatives of the Company and the City incident to the issuance of industrial building revenue bonds by the City; the City has agreed with the Company to issue such bonds upon compliance by the Company with certain conditions, requirements and obligations, and subject to the approval of the City of the terms of all agreements, ordinances and other documents required incident to said bond issue; and the City has authorized the Company to proceed with the acquisition, construction, equipping and installation of the Project, subject to reimbursement of the costs of the Project from the proceeds of such bonds, when, as and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the City proposes to issue its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the City in an amount not to exceed Sixty Million Dollars (\$60,000,000) (the "Bonds"), such Bonds to be sold and delivered by the City to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the City proposes to enter into at the appropriate time a lease agreement with the Company with respect to the Project, whereby the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds, together with all trustee and paying agents' fees in connection with the Bonds as the same become due and payable; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the City and the Company be executed setting forth the preliminary agreements of the parties with respect to the acquisition, construction, equipping and installation of the Project, the issuance of the Bonds to defray the costs thereof and the payments to be made by the Company with respect to the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that (i) the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct; (ii) the total amount of money necessary to be provided by the City for the acquisition, construction, equipping and installation of the Project to be financed by the Bonds will not exceed Sixty Million Dollars (\$60,000,000); (iii) the Company has represented that it will have sufficient financial resources to acquire, construct, equip and install the Project and to place it in operation and to continue to operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the obligations of the proposed lease agreement; and (iv)

sufficient safeguards will be provided by the lease agreement to insure that all money provided by the City from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

Section 2. It is hereby found, determined and declared that the cost of acquiring, constructing, equipping and installing the Project will be paid out of the proceeds of the Bonds and such contributions of the Company as may be necessary to complete the Project as defined in the lease agreement to be executed by and between the City and the Company at the appropriate time pursuant to the Act; **THAT NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE CITY; THAT NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE CITY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER, BUT THAT THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER SUCH LEASE AGREEMENT; AND THAT NO PART OF SAID COSTS WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE CITY.**

Section 3. In order to induce the acquisition, construction, equipping and installation of the Project in the City with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the City. Accordingly, the Memorandum of Agreement by and between the Company and the City substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference is hereby approved and the

Mayor is hereby authorized and directed to execute and deliver said Memorandum of Agreement.

Section 4. Inasmuch as the Project is to be acquired, constructed, equipped and installed in order to conform to the requirements of the Company, so that the Company may provide additional housing, economic development and employment to citizens and residents of the local community, and inasmuch as the Company is able to plan, acquire, construct, equip and install the Project and possesses more expertise in such matters, it is hereby found, determined and declared that acquisition, construction, equipping and installation of the Project should be undertaken or caused to be undertaken by the Company. Accordingly, the Company is hereby authorized to formulate and develop plans for the acquisition, construction, equipping and installation of the Project and to enter into such contracts and undertakings as may be required for the acquisition, construction, equipping and installation of the Project. Reimbursements made to the Company after the receipt of the proceeds of the sale of the proposed Bond issue by the City shall be subject to the certifications by qualified persons to be designated by the Company as specified in the lease agreement to be entered into by the City and the Company at the appropriate time pursuant to the Act.

Section 5. This Resolution and the Memorandum of Agreement approved hereby constitute the present official intent of the City to issue the Bonds at a later date.

Section 6. Keating Muething & Klekamp PLL, Cincinnati, Ohio, is hereby approved as local Bond Counsel. Local Bond Counsel is authorized and directed to take any legal action necessary or appropriate in connection with the issuance of the Bonds. The City Attorney is authorized and directed to assist Local Bond Counsel in any appropriate manner.

Section 7. No City funds shall be expended on the Project, except such as are derived from Bond proceeds.

Section 8. To the extent any resolution, ordinance or part thereof is in conflict, the provisions of this Resolution shall prevail and be given effect.

Section 9. This Order shall be in full force and effect from and after its adoption as provided by law.

(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.)

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY, held on the ____ day of _____, 2019, on the same occasion signed in open session by the Mayor as evidence of his approval, attested under seal by the City Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of Park Hills, Kentucky, and as such City Clerk, I further certify that the foregoing is a true, correct and complete copy of Resolution No. _____, duly adopted by the City Council of said City at a duly convened meeting held on the ____ day of _____, 2019, signed by the Mayor, duly filed and recorded in my office, all as appears from the official records of said City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 2019.

CITY CLERK

(SEAL)

EXHIBIT A

MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS

This MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS, by and between the CITY OF PARK HILLS, KENTUCKY (the “City”) and CONDOVIEW, LLC, a Kentucky limited liability company (the “Company”).

WITNESSETH:

1. Preliminary Statement and Agreements. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

(a) The Company is desirous of acquiring, constructing, equipping and installing residential project within a designated downtown business district of the City of Park Hills, and the City of Covington, Kenton County, Kentucky (the “Project”).

(b) The Project proposed to be acquired, constructed, equipped and installed for use by the Company will constitute an “industrial building” within the meaning of Section 103.200 of the Kentucky Revised Statutes.

(c) The Company is initiating the development of plans, specifications and designs for the Project and has entered into discussions with the City with respect to the financing thereof. The Company estimates that the aggregate cost of the Project will not exceed Sixty Million Dollars (\$60,000,000), including financing costs.

(d) The City is authorized and empowered by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the “Act”) to issue bonds, which term under the Act encompasses bonds, notes, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the Act, for the purpose of defraying the costs of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act, in order to promote the economic development of the Commonwealth and the establishment, retention or expansion of industry. The City is empowered, with respect to such industrial building facilities so acquired, constructed, equipped and installed, to enter into at the appropriate time a lease agreement with a concern such as the Company providing for such payments by the Company and such other terms and conditions as the City may deem advisable.

(e) The purposes of the Act, inter alia, are to promote the economic development of the Commonwealth of Kentucky, to relieve conditions of unemployment, to promote reconversion to a peacetime economy, to aid in the rehabilitation of returning veterans, to encourage the increase of industry in Kentucky, and to aid in the retention of existing industry by certain described means. In furtherance of such purposes the City, at the request of the

Company, proposes to cause to be acquired, constructed, equipped and installed the Project for the Company's use in connection with the operations of the Company in the City. The City intends to finance the Project and to enter into at the appropriate time a lease agreement with the Company pursuant to the provisions of the Act with respect to the Project.

(f) The Company is ready, willing and able to cause initial acquisition, construction, equipping and installation of the Project to be undertaken, but has been advised by counsel that in order to warrant the issuance of industrial building revenue bonds by the City it is necessary that official action be taken by the City approving the Project and agreeing to issue at the appropriate time industrial building revenue bonds to finance the costs of acquisition, construction, equipping and installation of the Project.

(g) Representatives of the City have indicated the willingness of the City to proceed with and to carry out such industrial building revenue bond financing in order to effectuate the purposes of the Act and have advised the Company that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to such financing, including satisfaction of all requirements of the City, the City, by virtue of authority of the Act, will issue and sell its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the City in an amount not to exceed Sixty Million (\$60,000,000) (the "Bonds").

(h) The City considers and determines that the acquisition, construction, equipping and installation of the Project, and the execution of a lease agreement with the Company at the appropriate time with reference to the Project, will promote and further the purposes of the Act.

(i) Pursuant to KRS 103.230(1), the Company has requested and hereby requests that the sale of the Bonds by the City be made upon a negotiated basis in a manner to be determined by the Company.

(j) The City represents that the location of the Project is within a designated downtown business district of the City as set forth in KRS103.200(1)(n).

(k) That the City and Company acknowledge that the commitment of the City to issue the Bonds, shall be conditioned upon an annual payment in lieu of taxes ("PILOT Payment") by the Company to the City in the amount of annually in the amount of 100% of the real estate ad valorem taxes the City would have received had the Bonds not been issued based on the fair cash value of the Project as determined by the Kenton County Property Valuation Administrator. The first PILOT Payment shall be due on the earlier of (i) November 30th of the first calendar year following the date of the issuance of the Bonds, or (ii) November 30th of the first calendar year after the Project has been transferred to the City, and shall be paid annually each November 30th thereafter during the term of the Bonds.

2. Representations and Undertakings on the Part of the Company. The Company represents, undertakes, covenants and agrees as follows:

(a) The Company shall utilize the Project, or cause the Project to be utilized, at all times during the term of the lease agreement to be entered into at the appropriate time by and between the City and the Company with reference to the Project for the purposes hereinbefore indicated;

(b) The Project will tend to provide housing and relieve conditions of unemployment;

(c) The Company shall cause contracts to be entered into for, or shall otherwise provide for the acquisition, construction, equipping and installation of the Project;

(d) Prior to or contemporaneously with the delivery of the Bonds, the Company shall enter into a lease agreement with the City under the terms of which the Company shall obligate itself to undertake and to complete the acquisition, construction, equipping and installation of the Project and to pay to the City sums sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds as and when the Bonds shall become due and payable, such lease agreement to contain such other provisions as shall be agreed upon by the City and the Company; and

(e) The Company has obtained the services of Keating Muething & Klekamp PLL, Cincinnati, Ohio, as Bond Counsel, to prepare the necessary proceedings for the authorization, issuance, sale and delivery of the Bonds; provided all fees, expenses, and charges of such Bond Counsel, of the City, or of its City Attorney and of the purchaser of the Bonds will be borne by the Company, and/or paid out of the proceeds of the Bonds. The Company shall pay all costs of the Project and all fees and expenses of the financing shall be paid out of the proceeds for the Bonds or separately by the Company. Under no circumstances will any part of such fees, expenses, and charges be borne by the City;

(f) The Company shall hold the City harmless from all pecuniary liability and shall reimburse the City for all expenses which the City might incur in the fulfillment of its obligations under the Memorandum of Agreement and in its implementation;

(g) The Company shall pay or cause to be paid all costs of completing the Project, if, and to the extent that the proceeds of the Bonds shall be inadequate; and

(h) The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it or the City may deem appropriate in pursuance thereof.

3. Undertaking on the Part of the City. Subject to the fulfillment of the several conditions herein stated, the City agrees as follows:

(a) That it will at the appropriate time authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed Sixty Million Dollars (\$60,000,000), or such other aggregate principal amount as shall be sufficient to pay the costs of the Project and related costs when actually determined;

(b) That it will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for (i) the authorization, issuance and sale of the Bonds, (ii) the acquisition, construction, equipping and installation of the Project, (iii) providing for the payment of principal of and interest on the Bonds by the lease agreement with the Company pursuant to the Act, all as shall be authorized by the Act and upon terms which shall be mutually satisfactory to the City and the Company;

(c) That the aggregate basic payments stipulated to be made by the Company under the lease agreement with the City with reference to the Project shall be at least sufficient (in addition to covenants of the Company to properly operate, maintain and insure the Project) to pay the principal of, interest on and redemption premium, if any, on all of the Bonds as and when the same become due and payable, whether at maturity or prior redemption or upon any acceleration of payment of principal as provided in the Bond proceedings; and

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

4. General Provisions.

(a) The Company has requested that the sale of the Bonds be negotiated in the manner permitted by statute and that the terms of the sale be subject to approval by the Company.

(b) All commitments of the City and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before 12 months from the date hereof or such later date as shall be agreed upon in writing by the City and the Company, the City and the Company shall have agreed to mutually acceptable terms and conditions with respect to the lease agreement referred to in this Memorandum of Agreement and the details of the industrial building revenue bond financing.

(c) If the event set forth in (b) of this paragraph does not take place within the time set forth therein, or any agreed extension thereof, and the Bonds are not issued within such time, the Company agrees that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur at the Company's request arising from the execution of this Agreement, and the performance by the City of its obligations hereunder shall thereupon terminate.

(d) The City's obligations under this Memorandum of Agreement are expressly contingent upon the Company's strict adherence to all of the terms and conditions of the development agreement dated _____, 2019, between the City and the Company (the "Development Agreement"). In the event of a breach by the Company of the Development Agreement, the City shall have the right to terminate this Memorandum of Agreement, without prejudice to the City's right to pursue any and all other legal remedies available at law or in equity.

(e) This Memorandum of Agreement and the Resolution approving this Memorandum of Agreement constitute the present official intent of the City to issue the Bonds at a later date.

(f) NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE CITY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER ANY LEASE AGREEMENT WITH THE CITY AS REQUIRED BY THE ACT. NO PART OF THE COSTS OF ACQUIRING, FINANCING, CONSTRUCTING, EQUIPPING AND INSTALLING THE PROJECT WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE CITY.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized as of the ____ day of _____, 2019.

CITY OF PARK HILLS, KENTUCKY

BY: _____
Mayor

CONDOVIEW LLC, a Kentucky limited liability company

BY: _____

TITLE: _____

RESOLUTION NO. 8, 2019

**A RESOLUTION OF THE CITY OF PARK HILLS, KENTON COUNTY,
KENTUCKY, AUTHORIZING THE EXECUTION OF AN AGREEMENT IN
LIEU OF TAXES WITH CONDOVIEW, LLC**

WHEREAS, Park Hills has agreed to issue Industrial Building Revenue Bonds to finance the acquisition and construction of a project contemplated by CondoView, LLC;

WHEREAS, Park Hills and CondoView, LLC acknowledge, that the commitment of the City to issue the Bonds shall be conditioned upon an annual payment in lieu of taxes ("PILOT Payment") by the Company to the City in the amount of 100% of the real estate ad valorem taxes the City would have received had the Bonds not been issued based on the fair cash value of the project as determined by the Kenton County Property Valuation Administrator;

WHEREAS, it is deemed necessary and advisable that an Agreement in Lieu of Taxes between the City and CondoView, LLC, be executed setting forth the preliminary agreements of the parties with respect to the payment in lieu of taxes;

NOW, THEREFORE, BE IT RESOLVED, the Park Hills City Council hereby approves the Agreement in Lieu of Taxes attached to this Resolution and authorizes the Mayor to execute same;

IT IS FURTHER RESOLVED that the Mayor is hereby authorized to execute and/or deliver any and all other documents that she deems necessary and advisable in order to complete the transaction authorized by this Resolution and to perform such other acts, as in her judgment may be necessary or appropriate in order to effectuate the intent and purposes of the foregoing Resolution.

Adopted this ____ day of April, 2019.

Certified by: _____
Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

AGREEMENT IN LIEU OF TAXES

This Agreement In Lieu of Taxes (this “Agreement”) is made effective as of the ____ day of _____, 2019, by and among the City of Park Hills (“Park Hills”), Kentucky (the “City”), City of Covington, Kentucky (“Covington”), the County of Kenton, Kentucky (the “County”), Kenton County School District (the “School District”), and CondoView, LLC, a Kentucky limited liability company, and its successors, assigns and/or transferees (collectively the “Developer”); (the aforementioned are together referred to as the “Parties”):

WITNESSETH

WHEREAS, the Developer has acquired land inside the corporate limits of Park Hills and Covington (as more particularly described in Exhibit A hereto, the “Property”), and will construct thereon a residential housing development consisting of single family housing units (the “Units”) with the Units to be sold to third-party buyers, together with related site amenities (the “Project”); and

WHEREAS, the Park Hills has agreed to issue Industrial Building Revenue Bonds (the “Bonds”) to finance the acquisition and construction of the Project and in conjunction therewith proposes to enter into this Agreement; and

WHEREAS, the Developer and Park Hills intend to enter into an Inducement Contract, for the City to authorize, issue, and sell the Bonds in an amount specified therein, pursuant to KRS 103.200 through 103.285, to finance the acquisition and construction of the Project; and

WHEREAS, the Bonds will be issued, subject to the terms of a Trust Indenture executed at the time of the issuance and delivery of the Bonds (the “Trust Indenture”)

which Trust Indenture shall appoint a trustee (the "Trustee") for the administration thereof; and

WHEREAS, the economic incentive to the Developer by virtue of the issuance of the Bonds is the abatement of real estate *ad valorem* taxes with respect to the Project; and

WHEREAS, it is understood by the Parties that the Kenton County Property Valuation Administrator (the "PVA") is responsible for establishing assessed value of real estate within Kenton County for the purpose of imposing real estate *ad valorem* taxes; and

WHEREAS, it is further understood by the Parties that the payment obligations created by this Agreement shall be secured by an Open-End Leasehold Mortgage, Security Agreement and Agreement as to Real Estate Matters (the "PILOT Mortgage"), which shall be first and prior to any financing obtained by the third-party buyers of the Units, and paid to the Trustee, as designated by the Trust Indenture to be held and disbursed as required by this Agreement and the Trust Indenture.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Recitals. The Parties hereafter confirm and affirm the accuracy of the Recitals contained above and those contained herein.

2. Valuation of Project. That the valuation of the Project shall be the fair cash value for the Project as determined by the PVA, which shall be set and adjusted in accordance with the PVA's standard practices as the Project is developed and the respective Units are constructed and sold. The tax rates for use in calculating the

payments in lieu of taxes for the term of this Agreement will be the total *ad valorem* real property tax rates in effect with respect to location of real property, whether it be in either in Park Hills or in Covington, for each respective year the Bonds are outstanding. It is understood that the valuation of the Project and Units may change over time as determined by the PVA.

3. Commencement of Obligations. The obligation to make payments in lieu of taxes will commence on earlier of (i) November 30th the year after the date the Bonds are issued, or (ii) November 30th of the first calendar year after the Project has been transferred to Park Hills, and shall be due each November 30th thereafter during the term of the Bonds, and shall be the obligation of the Developer, the Property, improved and unimproved, described in Exhibit A, in until such time as the individual Units are sold the owners thereof (the “Owners”), in which case each respective Owner shall be responsible to make the required payments for their Units in accordance with the PILOT Mortgage; provided that any PILOT Payments (defined below) for the Property that is not subdivided and sold to the Owners (the “Excess Property”), shall continue to be the obligation of the Developer, to the extent that the PVA sets a fair cash value for the Excess Property in accordance with the PVA’s standard practices.

4. Issuance of Bonds/Tax Abatement. Upon the issuance of the Bonds, the Project and, as applicable, the Units will be exempt from real property *ad valorem* taxes pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, but shall be subject to the payment obligations as set forth in this Agreement and the PILOT Mortgage. The term of the exemption of *ad valorem* taxes on the Project shall be the

earlier of (i) thirty (30) years from the date the Bonds are issued, or (ii) the date the Bonds are fully paid or defeased.

5. Obligation to Make PILOT Payments. The Developer, in accordance with the PILOT Mortgage, shall (i) require the Owners to make annual payments in lieu of taxes to the Trustee in an amount equal to the amount they would have paid based on the fair cash value of their respective Unit as determined by the PVA multiplied by the combined applicable local and state *ad valorem* real estate tax rates for each particular tax year but only to the extent of the amount the real estate taxes are abated or exempted (the “PILOT Payment”), and (ii) make any PILOT Payment(s) required for the Property until the Units are sold to the Owners, which obligation shall continue for the Excess Property, based on the fair cash value of the Excess Property as determined by the PVA multiplied by the combined applicable local and state *ad valorem* real estate tax rates for each particular tax year, but only to the extent of the amount the real estate taxes are abated or exempted. From the PILOT Payment(s), the Trustee shall pay to:

- a. Park Hills an annual amount equal to 100% of the amount that Park Hills would have received, as determined by the PVA , and as applied to the applicable Park Hills real *ad valorem* tax rate, for the respective tax year but for the abatement or exemption (the “Park Hills PILOT Payment”).
- b. Covington an annual amount equal to 100% of the amount that Covington would have received, as determined by the PVA, and as applied to the applicable Covington real *ad valorem* tax rate, for the respective tax year but for the abatement or exemption (the “Covington PILOT Payment”).

- c. the School District an amount equal to Fifty-Two and Three-Tenths percent (52.3%) of the amount that the School District would have received, as determined by the PVA, and as applied to the applicable School District real *ad valorem* tax rate, for the respective tax year but for the abatement or exemption (the “School District PILOT Payment”).
- d. the County an amount equal to Fifty-Two and Three-Tenths percent (52.3%) of the amount that the County would have received, as determined by the PVA, and as applied to the applicable County real *ad valorem* tax rate, for the respective tax year but for the abatement or exemption (the “County PILOT Payment”).

After the required Park Hills PILOT Payment, the Covington PILOT Payment, the School District PILOT Payment and the County PILOT Payment distributions have been made in accordance with this Agreement, the balance of the PILOT Payment received shall be held by the Trustee for further disposition as provided in the Trust Indenture; provided that the Owners shall be responsible only for their pro-rata portion of the total PILOT Payment pursuant to this Agreement.

6. Ad Valorem Taxes After Bonds Mature. Upon the earlier of the dates on which the Bonds mature or the date on which the Bonds are no longer outstanding, the Developer or Owners will pay to the School District, Park Hills, Covington, and the County (and other taxing authorities) *ad valorem* taxes on their respective housing units at the tax rates established at that time on an annual basis in accordance with the assessments on each unit as determined by the PVA.

7. Other Taxes. Other than the ad *valorem* taxes discussed herein, this Agreement does not affect or apply to any other taxes or fees that may be owed by the Developer (or its assignees or transferees) to the other Parties. The Developer acknowledges that this Agreement will not be inconsistent or will not conflict with the Bond Placement Agreement, the Trust Indenture, the Financing Agreement, or the Lease Agreement executed or to be executed in connection with the Bonds, and to the extent that this Agreement is inconsistent or in conflict with these documents, the terms and language of this Agreement shall control over those documents.

8. Term of Bonds. It is further understood by the Parties that the final maturity date of the Bonds shall not exceed thirty (30) years from their date of issuance.

9. Notices.

All notices sent to the Developer shall be sent to:

CondoView LLC
1221 Grays Peak
Covington, Kentucky 41011

All notices sent to the City shall be sent to:

City of Park Hills, Kentucky
1106 Amsterdam Rd #2
Park Hills, Kentucky 41011
Attn: Mayor

All notices sent to the School District shall be sent to:

Kenton County School District
1055 Eaton Drive
Fort Wright, Kentucky 41017
Attn: Superintendent

All notices sent to Covington shall be sent to:

City of Covington, Kentucky
20 West Pike Street

Covington, Kentucky 41011
Attn: City Manager with copy to City Solicitor

All notices sent to the County shall be sent to:

County of Kenton, Kentucky
303 Court Street
Covington, Kentucky 41011
Attn: County Judge/Executive

10. Modification. This Agreement may not be changed orally, but only by an agreement in writing executed by the Parties.

11. Default. In addition to remedies specified in the Trust Indenture, if the Trustee fails to use commercially reasonable efforts to enforce the obligations contained in the PILOT Mortgage or to collect and remit, as required, the PILOT Payments pursuant to this Agreement and the Trust Indenture, each Party shall have the right to enforce the provisions of the PILOT Mortgage against each defaulting Unit. The foregoing notwithstanding, enforcement of or foreclosure on the PILOT Mortgage shall be limited only to defaulting Units and not effect Units or Owners not then in default.

12. Legally Binding. This Agreement is legally binding upon Park Hills, Covington, the School District, the County, and the Developer, its officers, affiliates, shareholders successors in interests, employees, and agents, and assigns and transferees.

13. Governing Law and Jurisdiction. The Parties agree that this Agreement is governed by the laws of the Commonwealth of Kentucky. Any action taken by the Parties or Trustee to enforce or seek relief from the terms and conditions of this Agreement shall be brought in the Kenton Circuit Court.

14. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto in respect to the transaction contemplated hereby and all prior agreements, whether oral or written, are superseded hereby.

15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision herein shall be deemed to be invalid such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of the provisions contained in this Agreement.

16. Authorization. The Parties hereto represent that each is duly authorized and empowered to enter into this Agreement.

17. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

Signature Page to Agreement In Lieu of Taxes

CITY OF PARK HILLS, KENTUCKY

By: _____
Mayor

CITY OF COVINGTON, KENTUCKY

By: _____
Mayor

COUNTY OF KENTON, KENTUCKY

By: _____
County Judge/Executive

KENTON COUNTY SCHOOL DISTRICT

By: _____
Superintendent

CONDOVIEW, LLC

By: _____
Its: _____

EXHIBIT A

PLAT OF PROJECT PROPERTY

**Parcel 1
1025 Amsterdam Road
PIDN No. 041-30-00-014.00
Group Nos. 2911, 2946, 2947
18.575 Acres**

Lying in the City of Park Hills and City of Covington, Kenton County, Kentucky north of U.S. 25 (Dixie Highway), south of Amsterdam Road near its intersection with Montague Road, more particularly described as follows:

Beginning at a set 1/2" steel rebar with plastic cap stamp J.G.K. KY 3663 in the south line of Amsterdam Road (35 feet south of centerline) in the northwest line of Lot 169 of the Casey & Kennedy Subdivision (Plat 27);

Thence leaving said south line and with said Casey & Kennedy Subdivision for two (2) calls:

South 17°54'47" West a distance of 205.86 feet to a recovered 1/2" steel rebar (PLS #2567);

South 29°35'13" East a distance of 338.00 feet to a recovered 1/2" steel rebar (PLS #2567) at the northwest corner of Lot 107 of the Southgate & Hawthorn's Subdivision (Plat #309);

Thence with said Southgate & Hawthorn's subdivision, South 23°50'13" East, passing a recovered 1/2" steel rebar (PLS #2567) at 382.41 feet, a total distance of 957.91 to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663 in the north right of way of U.S. 25 (Dixie Highway);

Thence with said north right of way for three (3) calls:

Along a curve to the left with a radius of 2,433.42 feet ($\Delta=04^{\circ}11'00"$, Chord Bearing = South 88°07'32" West a chord distance of 177.64 feet) an arc distance of 177.68 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

South 86°02'02" West a distance of 200.99 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of **984.31** feet ($\Delta=09^{\circ}55'01"$, Chord Bearing = South **81°04'31"** West a chord distance of **170.16** feet) an arc distance of **170.37** feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY **3663** in the line of Old State Road (unimproved) as shown on the plat for Coram-Corry-&-Spencer Tract (Plat 47);

Thence with said line of Old Station Road for two (2) calls:

North **30°51'06"** West a distance of 68.80 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY **3663**;

South **78°16'22"** West a distance of 21.17 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 at a corner to another tract owned by the Commonwealth of Kentucky (C-4684 P.G. 299, Parcel III);

Thence with said tract of the Commonwealth of Kentucky, North **30°51'06"** West a distance of **297.53** feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY **3663** at a corner of a tract owned by the Commonwealth of Kentucky (D.B. **477** P.G. **569**);

Thence with said tract of the Commonwealth of Kentucky for two (2) calls:

North **30°51'06"** West, passing a recovered ½" steel rebar at 21.75 feet, a total distance of 618.24 feet to a recovered ½" steel rebar (PLS #2567);

South **82°08'54"** West a distance of 46.00 feet to a set notch in concrete in the south line of a tract owned by the City of Park Hills (D.B. 434 P.G. 105);

Thence with the City of Park Hills property, North **12°23'54"** East a distance of 49.96 feet to a point in the south line of Amsterdam Road (D.B. 438 P.G. 277);

Thence with the south line of Amsterdam Road the following three (3) calls:

North **29°00'25"** East a distance of 387.46 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the right with a radius of 374.30 ($\Delta=62^{\circ}48'00"$, Chord Bearing = North **60°24'25"** East a chord distance of 390.03 feet) an arc distance of 410.26 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663;

South **88°11'35"** East a distance of 88.94 feet to the POINT OF BEGINNING.

Said parcel contains 18.575 acres.

Parcel 2
Amsterdam Road
PIDN No. 041-30-00-035.31
Group No. 3144
3.097 Acres

Lying in the City of Park Hills, Kenton County, Kentucky northeast of Hamilton Road, south of Amsterdam Road, more particularly described as follows:

Beginning at a recovered 6" x 6" concrete monument at the terminus of Hamilton Road;

Thence along the south terminus of Hamilton Road, North 57°43'00" East a distance of 20.46 feet to a point in the east right of way of Hamilton Road from which a recovered 1/2" steel rebar (PLS #2567) bears South 32°39'27" West a distance of 0.53 feet;

Thence with said right of way for the following nine (9) calls:

Along a curve to the left with a radius of 336.48 feet ($\Delta=07^{\circ}23'39''$, Chord Bearing = North 35°58'49" West a chord distance of 43.39 feet) an arc distance of 43.42 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of 140.19 feet ($\Delta=23^{\circ}30'00''$, Chord Bearing = North 51°25'38" West a chord distance of 57.10 feet) an arc distance of 57.50 feet to a point from which a recovered 1/2" steel rebar (PLS #2567) bears South 57°11'05" East a distance of 0.77 feet);

Along a curve to the left with a radius of 124.53 feet ($\Delta=26^{\circ}54'00''$, Chord Bearing = North 76°37'38" West a chord distance of 57.93 feet) an arc distance of 58.47 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of **293.48** feet ($\Delta=10^{\circ}27'00''$, Chord Bearing = South **84°41'52"** West a chord distance of **53.45** feet) an arc distance of **53.53** feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY **3663**;

Along a curve to the left with a radius of 257.20 feet ($\Delta=12^{\circ}02'00''$, Chord Bearing = South 73°27'22" West a chord distance of 53.92 feet) an arc distance of 54.02 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of 178.90 feet ($\Delta=17^{\circ}53'00''$, Chord Bearing = South 58°29'52" West a chord distance of 55.61 feet) an arc distance of 55.84 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of 368.77 feet ($\Delta=08^{\circ}12'00''$, Chord Bearing = South 45°27'22" West a chord distance of 52.73 feet) an arc distance of 52.78 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

Along a curve to the left with a radius of 252.65 feet ($\Delta=12^{\circ}16'00''$, Chord Bearing = South 35°13'22" West a chord distance of 53.99 feet) an arc distance of 54.09 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

South 29°05'22" West a distance of 2.51 feet to a recovered 1/2" steel rebar (PLS #2567) in the south line of the City of Park Hills (D.B. 434 P.G. 105)

Thence with the City of Park Hills, North 24°45'45" East a distance of 542.42 feet to a set notch in concrete at a corner to the Commonwealth of Kentucky (D.B. 484 P.G. 242);

Thence with the Commonwealth of Kentucky for two (2) calls:

North 82°08'54" East a distance of 46.00 feet to a recovered ½" steel rebar (PLS #2567);

South 30°51'06" East a distance, passing a recovered ½" steel rebar (PLS #2567) at 596.49 feet, a total distance of 618.24 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 at a corner to The Commonwealth of Kentucky (C-4684 P.G. 299, Parcel III);

Thence leaving the line of the Commonwealth of Kentucky (D.B. 484 P.G. 242) and with the north line of C-4684 P.G. 299, Parcel III, South 61°46'22" West a distance of 186.63 feet to a recovered 12" round concrete monument at a corner to Katherine Tapke & Adam McNeely (O.R. 3646 P.G. 121);

Thence with the east line of said Tapke & McNeely, North 30°41'04" West a distance of 183.64 feet to the POINT OF BEGINNING.

Said parcel contains 3.097 acres.

The above Parcels 1 and 2 being the same property conveyed to the Commonwealth of Kentucky, for the use and benefit of the Kentucky Community and Technical College System, by deed dated January 27, 2016, of record in Deed Book C-5829, Page 255 and recorded in the Kenton County Clerk's office at Covington. Said herein description being the result of a field survey by Cardinal Engineering on November 10, 2011 under the direct supervision of Joseph G. Kramer, P.L.S. #3663. The bearings of this description are based on Benchmarks NKC 64AZ and I-75 T116.

Parcel 3
1030 Old State Road
PIDN No. 041-30-00-035.00
Group Nos. 2946, 2947 and 3144
3.994 Acres

Lying in the City of Park Hills, Kenton County, Kentucky, north of Old State Road, south of Hamilton Road, more particularly described as follows:

Beginning at a recovered 1" steel bar at the north common corner of Lot 346 and 347 of Park Hills Subdivision (Plat 463) in the south line of Hamilton Road;

Thence with said south line, North 36°41'58" East a distance of 5.36 feet to a point from which a recovered 3" steel post with steel cap bears South 27°11'22" West a distance of 0.48 feet;

Thence leaving the south line of Hamilton Road and with a line parallel and five feet east of the common line of Lots 346 and 347, South 32°10'02" East a distance of 125.87 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the south line of said Lot 347;

Thence with the south line of Lot 347, 348, 349, 350 and 351, North 45°34'59" East a distance of 238.40 feet to a recovered concrete monument at the common corner of Lots 351, 352 and 353 of said Park Hills Subdivision and Katherine Tapke & Adam McNeely (O.R. 3646 P.G. 121);

Thence with the line of said Tapke & McNeely for two (2) calls:

South 28°13'38" East a distance of 148.30 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663;

North 61°46'22" East a distance of 178.09 feet to a recovered 12" round concrete monument at a corner to the Commonwealth of Kentucky (D.B. 477 P.G. 569);

Thence with the line of the Commonwealth of Kentucky, North 61°46'22" East a distance of 186.63 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663 in the west line of another parcel owned by the Commonwealth of Kentucky (D.B. 484 P.G. 242);

Thence with said west line, South 30°51'06" East a distance of 297.53 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the north line of Old State Road (un-improved) as shown on the plat for Coram-Corry-&-Spencer Tract (Plat 47);

Thence with the north line of said Old State Road for two (2) calls:

South 78°16'22" West a distance of 591.95 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

South 44°51'58" West a distance of 166.16 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the common line of Lot 339 and 338 of said Plat of Park Hills Subdivision from which a recovered ½" steel rebar (PLS #1729) bears South 61°20'55" West a distance of 1.43 feet;

Thence with the common line of Lots 338, 339 and 340, North 32°10'02" West a distance of 97.39 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 at the common corner of Lots 340 and 341, in the line of Lot 338;

Thence through Lot 338 for two (2) calls:

North 56°43'58" East a distance of 18.00 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663;

North 32°10'02" West a distance of 60.00 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the common line of Lots 338 and 345;

Thence with the common line of Lots 338 and 345, South 56°43'48" West a distance of 7.47 feet to a recovered 1" steel pipe at the common corner of Lot 342 and 345, in the north line of Lot 338;

Thence through Lots 345 and 346, North 20°43'43" East a distance of 152.04 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the common line of Lots 346 and 347;

Thence with said common line, North 32°10'02" West a distance of 125.06 feet to the POINT OF BEGINNING.

Said parcel contains 3.994 acres.

Parcel 3 being the same property conveyed to the Commonwealth of Kentucky, for the use and benefit of the Kentucky Community and Technical College System, by deed dated October 7, 2011, of record in Deed Book C-4648, Page 299 and recorded in the Kenton County Clerk's office at Covington and by a Deed of Correction dated September 25, 2012 of record in Deed Book C-4979, Page 144, in the Kenton County Clerk's office at Covington. Said herein description being the result of a field survey by Cardinal Engineering on November 10, 2011 under the direct supervision of Joseph G. Kramer, P.L.S. #3663. The bearings of this description are based on Benchmarks NKC 64AZ and I-75 T116.

Parcel 4
Old State Road
PIDN No. 041-30-00-035.01
Group No. 2910
0.449 Acres

Lying in the City of Park Hills, Kenton County, Kentucky, east of Arlington Road, on the south side of Old State Road, more particularly described as follows:

Beginning at a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 in the southeast line of Old State Road, at the common corner of Lot 648 and 649 as shown on the plat of Park Hills between Dixie Highway and Old State Road (Plat 409);

Thence with the south line of Old State Road for two (2) calls:

North 45°07'39" East a distance of 167.53 feet to a set 1/2" steel rebar with plastic cap stamped J.G.K. KY 3663;

North 78°22'39" East a distance of 8.58 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 at the east corner of Lot 651;

Thence leaving said Old State Road and with the east line of said Lot 651, South 27°08'21" East a distance of 91.44 feet to a recovered 1/2" steel rebar (PLS #310) at the southeast corner of Lot 651;

Thence with the southeast line of Lots 651, 650 and 649, South 21°21'39" West, passing a recovered 1/2" steel rebar (PLS #310) at 18.22 feet) a total distance of 160.46 feet to a set ½" steel rebar with plastic cap stamped J.G.K. KY 3663 at a corner to Lot 647;

Thence with the northeast line of Lots 647 and 648, North 44°52'21" West a distance of 156.47 feet to the POINT OF BEGINNING.

Said parcel contains 0.449 acres.

Being the same property conveyed to Commonwealth of Kentucky, for the use and benefit of the Kentucky Community and Technical College System, by deed dated June 21, 2012 of record in Deed Book C-4930 Page 119 and recorded in the Kenton County Clerk's office at Covington. Said herein description being the result of a field survey by Cardinal Engineering on November 10, 2011 under the direct supervision of Joseph G. Kramer, P.L.S. #3663. The bearings of this description are based on Benchmarks NKC 64AZ and I-75 T116.

RESOLUTION NO. No. 9, 2019

A RESOLUTION OF THE CITY OF PARK HILLS IN KENTON COUNTY, KENTUCKY, CONSENTING TO THE CLOSURE OF AMSTERDAM ROAD IN THE CITY OF COVINGTON, KENTUCKY

WHEREAS, the City of Park Hills is the owner of certain real estate abutting Amsterdam Road;

WHEREAS, under its Development Agreement with CondoView, LLC, the City of Park Hills agreed to close the northbound portion of Amsterdam Road;

WHEREAS, a portion of the section of Amsterdam Road to be vacated sits within the city limits of the City of Covington;

WHEREAS, the City of Covington has requested that the City of Park Hills consent to the closure of the portion of Amsterdam Road that sits within the city limits of the City of Covington;

WHEREAS, the City of Park Hills desires to provide its consent to the City of Covington to the closure of the portion of Amsterdam Road that sits within the city limits of the City of Covington;

NOW THEREFORE, the City Council of the City of Park Hills hereby consents to the closure of the portion of Amsterdam Road that sits within the city limits of the City of Covington;

FURTHER RESOLVED, that Mayor Zembrodt is hereby authorized to execute the attached Consent to Closing of a Public Way (New Amsterdam Road);

FURTHER RESOLVED, that Mayor Zembrodt is authorized to amend, modify, execute and/or deliver any and all documents that she deems necessary and advisable in order to complete the transaction authorized by this resolution and to perform such other acts, as in her judgment may be necessary or appropriate in order to effectuate the intent and purposes of the foregoing resolution.

Adopted this ____ day of April, 2019.

Certified by: _____
Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

CONSENT TO CLOSING
OF A PUBLIC WAY
(New Amsterdam Road)

WHEREAS, Park Hills is the owner of certain real estate abutting New Amsterdam Road (the "Owner's Property") as seen on the attached Exhibit A; and

WHEREAS, the portion of New Amsterdam Road (the "Road") to be vacated by the City of Covington abuts the Owner's Property. Said Road is depicted on the attached Exhibit A; and

WHEREAS, the Owner has obtained all necessary approvals and consents to execute this Consent to the closure.

NOW THEREFORE, the Owner hereby consents to the closure as described below.

Legal Description of Road and Survey attached as Exhibit A

Commonwealth of Kentucky
County of Kenton

Before me, did personally appear _____, _____ of who did execute the foregoing in his/her capacity as _____, as his/her voluntary act and deed.

My Commission Expires: _____

Notary Public, Comm. At Large

CLOSURE - 1.1651 ACRES

North: 6261.1455 East : 4085.5270
 Curve Length: 461.13 Radius: 444.30
 Delta: 59-27-57 Tangent: 253.76
 Chord: 440.71 Course: N 58-43-59 E
 Course In: S 60-59-59 E Course Out: N 01-32-02 W
 RP North: 6045.7427 East : 4474.1195
 End North: 6489.8854 East : 4462.2276
 Line Course: S 65-35-59 E Length: 130.33
 North: 6436.0450 East : 4580.9168
 Line Course: S 17-54-23 W Length: 19.95
 North: 6417.0613 East : 4574.7829
 Line Course: N 88-11-59 W Length: 88.95
 North: 6419.8558 East : 4485.8768
 Curve Length: 410.26 Radius: 374.30
 Delta: 62-48-00 Tangent: 228.47
 Chord: 390.03 Course: S 60-24-01 W
 Course In: S 01-48-01 W Course Out: N 60-59-59 W
 RP North: 6045.7405 East : 4474.1179
 End North: 6227.2053 East : 4146.7467
 Line Course: S 29-00-01 W Length: 387.46
 North: 5888.3260 East : 3958.9008
 Line Course: N 16-42-01 E Length: 328.59
 North: 6203.0565 East : 4053.3261
 Line Course: N 29-00-01 E Length: 66.40
 North: 6261.1310 East : 4085.5177

Perimeter: 1893.06 Area: 50,752 Sq. Ft. 1.1651 Acres

Mapcheck Closure - (Uses listed courses and chords)
 Error Closure: 0.0172 Course: S 32-51-49 W
 Error North: -0.01442 East : -0.00932
 Precision 1: 107,698.84

APPROVAL CERTIFICATE

APPROVED FOR ATTACHMENT TO DEED AND CONVEYANCE PURPOSES BY THE
 KENTON COUNTY PLANNING COMMISSION. THIS APPROVAL DOES NOT CONSTITUTE A
 GUARANTEE THAT THE RESULTING PARCEL(S) COMPLIES WITH ANY OTHER REGULATORY
 AGENCY'S REQUIREMENTS.
 THIS _____ DAY OF _____, 20____.

BY: _____

 CHAIRMAN, KENTON COUNTY PLANNING COMMISSION

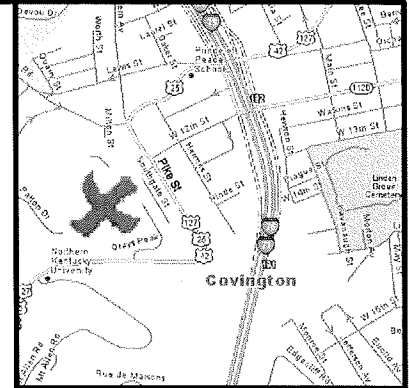
SURVEYOR ACKNOWLEDGMENT:

I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS DONE BY PERSONS
 UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH
 SIDESHOTS. THE UNADJUSTED PRECISION RATIO OF THE TRAVERSE WAS 1:91,068 AND
 THE DIRECTIONS AND DISTANCES SHOWN ON THE PLAT ARE BASED ON A TRAVERSE
 THAT WAS ADJUSTED. THE REFERENCE MERIDIAN BASIS SHOWN HEREON IS FROM
 NAD-83, KENTUCKY STATE PLANE COORDINATE SYSTEM - NORTH ZONE BASED ON GPS
 OBSERVATIONS OF THE NORTHERN KENTUCKY CONTROL NETWORK. THIS SURVEY IS AN
 URBAN SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE
 SPECIFICATIONS OF THIS CLASS AND COMPLIES WITH 201 KAR 18:150.

 STEPHEN L. CAHILL DATE
 KENTUCKY LICENSED PROFESSIONAL
 LAND SURVEYOR NO. #3001

OWNER:
 COMMONWEALTH OF KENTUCKY
 200 MERO STREET
 FRANKFORT, KENTUCKY 40622

CLIENT:
 CONDOVIEW, LLC
 8044 MONTGOMERY ROAD
 CINCINNATI, OHIO 45236



VICINITY MAP

OWNERS CERTIFICATE:

WE THE UNDERSIGNED, DO HEREBY ADOPT THIS PLAT AND
 CONSENT AND ACCEPT ALL EASEMENTS AND MATTERS SHOWN
 HEREON AND FURTHER CERTIFY THAT THE TITLE TO THE
 PROPERTY SHOWN HEREON IS PART OR ALL OF THE SAME
 PROPERTY CONVEYED TO US BY DEED DATED 6-1-1954
 AND RECORD IN D.B. 438, PAGE 277 OF THE KENTON
 COUNTY RECORDS AT COVINGTON KENTUCKY.

OWNERS SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Date:	12-18-18
Drawn By:	G.R.
Scale:	1" = 200'
Sheet Title:	IDENTIFICATION PLAT
Project Title:	PARK POINTE CITY OF COVINGTON KENTON COUNTY, KENTUCKY

A
Abercrombie & Associates, Inc.
 Civil Engineering + Surveying
 3377 Compton Road, Suite 120 • Cincinnati, Ohio 45251
 513-365-5757 • www.abercrombie-associates.com

Job No.:	17-0182
	1/2

REV. 3-26-19
 REV. 4-04-19

CR-10PLA1

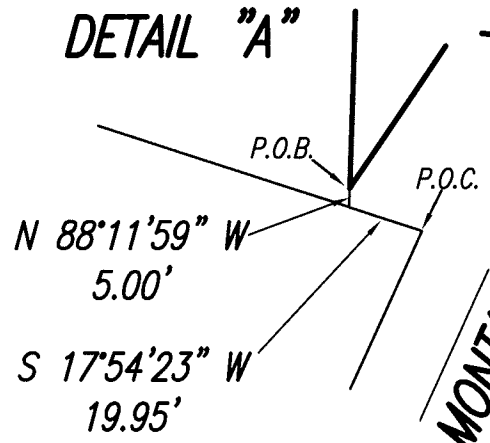
NORTH RELATIVE TO NAD-83 KENTUCKY STATE PLANE COORDINATE SYSTEM-NORTH ZONE BASED ON GPS OBSERVATIONS OF KENTON COUNTY, KENTUCKY GEODETIC CONTROL MONUMENTS

L1 S 17°54'23" W 19.95'
 L2 N 88°11'59" W 5.00'
 L3 N 88°11'59" W 83.95'
 L4 S 55°57'28" E 129.80'

C1
 Delta=62°48'00"
 R=374.30'
 L=410.26'
 Chd.=390.03'
 S 60°24'01" W

C2
 Delta=59°27'57"
 R=444.30'
 L=461.13'
 Chd.=440.71'
 N 58°43'59" E

DETAIL "A"



N 16°42'01" E 328.59'

AMSTERDAM ROAD

N 29°00'01" E 66.40'

NEW AMSTERDAM ROAD
 S 29°00'01" W 387.46'

NO:	PIDN:	Owner:	Recording Information:
1	040-42-00-023.01	City Of Park Hills	C2804, Pg. 6
2	040-42-00-023.00	City Of Park Hills	C2535, Pg. 339
3	040-42-00-029.00	Condoview, LLC	C6405, Pg. 82
4	040-42-00-027.00	Phelps, Donald W. & Edythe E.	D.B. 1277, Pg. 1
5	040-42-00-028.00	City Of Park Hills	C3586, Pg. 43
6	040-42-03-001.00	Lang, David M. & Kelly A.	C1971, Pg. 167
7	040-42-03-002.00	OLT Properties, LLC	C2736, Pg. 107
8	040-42-03-003.00	Sharp, Michael Brandon	C6416, Pg. 219
9	040-42-03-004.00	Richardson, Satina M.	C2367, Pg. 222
10	040-42-03-005.00	Couch, Lee V. Sr. & Margaret R.	C3007, Pg. 40
11	040-20-00-001.00	Covington, City Of (Devou Park)	
12	040-44-02-029.03	Unknown Owner	

PIDN: 041-30-00-014.00
 Condoview, LLC
 C6174, Pg. 9

Right Of Way To Be Vacated
 1.1315 Acres

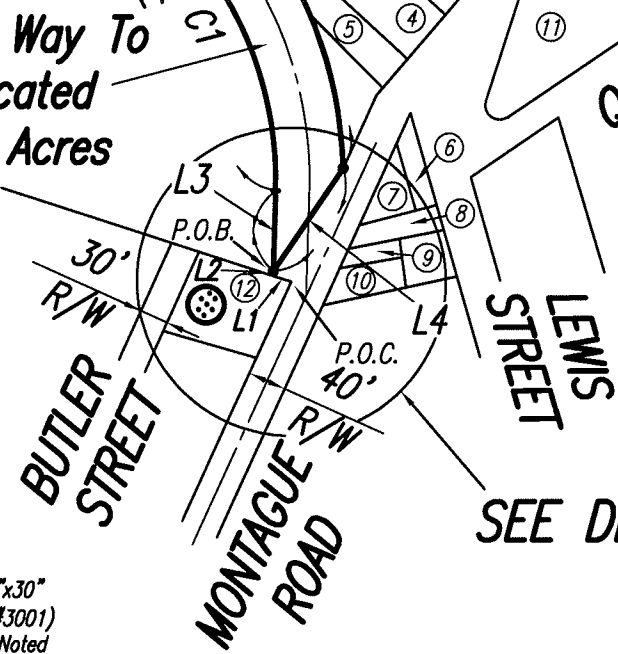
LOT 168
 CASEY AND KENNEDY
 SUBDIVISION
 C&R PLAT 27

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.

Denotes Set 5/8"x30" Iron Pin W/Cap (#3001) Unless Otherwise Noted



SEE DETAIL "A"

Date:	12-18-18
Drawn By:	G.R.
Scale:	1" = 200'
Sheet Title:	IDENTIFICATION PLAT
Project Title:	PARK POINTE CITY OF COVINGTON KENTON COUNTY, KENTUCKY

Abercrombie & Associates, Inc.
 Civil Engineering + Surveying
 3577 Compton Road, Suite 120 - Cincinnati, Ohio 45251
 513-365-5757 - www.abercrombie-associates.com

REV. 3-26-19
 REV. 4-04-19

Job No.:	17-0182
Sheet No.:	2

GR-10PLA1



DECEMBER 19, 2018
REVISED APRIL 4, 2019

**LEGAL DESCRIPTION
RIGHT OF WAY TO BE VACATED
1.1315 ACRES**

SITUATE IN THE CITY OF COVINGTON, KENTON COUNTY, KENTUCKY AND BEING PORTION OF THE RIGHT OF WAY OF NEW AMSTERDAM ROAD AS RECORDED IN DEED BOOK 438, PAGE 277 OF THE KENTON COUNTY, KENTUCKY RECORDS AT COVINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SET 5/8" X 30" IRON PIN AND CAP (#3001) AT THE NORTHWEST CORNER OF LOT 169 OF CASEY AND KENNEDY SUBDIVISION AS RECORDED IN COPIED AND RESTORED PLAT 27 OF THE KENTON COUNTY, KENTUCKY RECORDS AT COVINGTON AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MONTAGUE STREET WITH THE SOUTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF MONTAGUE ROAD ALONG THE WESTERLY LINE OF SAID LOT 169 AND THE RIGHT OF WAY OF WAY OF NEW AMSTERDAM ROAD, SOUTH 17°54'23" WEST, 19.95 FEET TO SET 5/8" X 30" IRON PIN AND CAP (#3001); THENCE LEAVING THE WESTERLY LINE OF SAID LOT 169, CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD, NORTH 88°11'59" WEST, 5.00 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 88°11'59" WEST, 83.95 FEET TO A POINT AND ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 374.30 FEET, A DISTANCE OF 410.26 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 60°24'01" WEST, 390.03 FEET TO A POINT; THENCE SOUTH 29°00'01" WEST, 387.46 FEET TO SET 5/8" X 30" IRON PIN AND CAP (#3001) AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD WITH THE CORPORATION LINE BETWEEN THE CITY OF COVINGTON AND THE CITY OF PARK HILLS; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD, ALONG SAID

CORPORATION LINE, NORTH 16°42'01" EAST, 328.59 FEET TO SET 5/8" X 30" IRON PIN AND CAP (#3001) AT THE INTERSECTION OF SAID CORPORATION LINE WITH THE NORTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD; THENCE LEAVING SAID CORPORATION LINE, ALONG THE NORTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 29°00'01" EAST, 66.40 FEET TO A POINT AND ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 444.30 FEET, A DISTANCE OF 461.13 FEET, THE CHORD OF SAID CURVE BEARS NORTH 58°43'59" EAST, 440.71 FEET TO A SET 5/8" X 30" IRON PIN AND CAP (#3001) AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD WITH THE SOUTHERLY RIGHT OF WAY OF MONTAGUE ROAD; THENCE LEAVING THE NORTHERLY RIGHT OF WAY OF NEW AMSTERDAM ROAD, ALONG THE SOUTHERLY RIGHT OF WAY OF MONTAGUE ROAD, SOUTH 65°35'59" EAST, 130.33 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 1.1315 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD 83, KENTUCKY STATE PLANE COORDINATES, NORTH ZONE BASED ON GPS OBSERVATIONS OF THE KENTON COUNTY, KENTUCKY GEODETIC CONTROL MONUMENTS.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE SAME PREMISES AS RECORDED IN DEED BOOK 438, PAGE 77 OF THE KENTON COUNTY, KENTUCKY RECORDS AT COVINGTON. BEING THE RESULT OF A SURVEY AND PLAT DATED DECEMBER 18, 2018 MADE BY STEPHEN L. CAHILL, KENTUCKY LAND PLAT DATED DECEMBER 18, 2018 MADE BY STEPHEN L. CAHILL, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3001.

RESOLUTION NO. 10, 2019

A RESOLUTION OF THE CITY OF PARK HILLS IN KENTON COUNTY, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COVINGTON CATHOLIC HIGH SCHOOL CONCERNING THE APPOINTMENT OF A SCHOOL RESOURCE OFFICER

WHEREAS, Covington Catholic is a private Catholic high school located in Park Hills, Kentucky, and is operated by the Roman Catholic Diocese of Covington; and

WHEREAS, the City of Park Hills is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, it is the intent and desire of the City of Park Hills and Covington Catholic to provide for the services of a school resource officer under the circumstances described in the attached Memorandum of Understanding Concerning Appointment of School Resource Officer; and

NOW THEREFORE, the City Council of the City of Park Hills hereby approves the attached Memorandum of Understanding between the City of Park Hills and Covington Catholic High School Concerning Appointment of School Resource Officer (the "SRO Memorandum");

FURTHER RESOLVED, that Mayor Zembrodt is hereby authorized to execute the attached SRO Memorandum;

FURTHER RESOLVED, that Mayor Zembrodt is authorized to amend, modify, execute and/or deliver any and all documents that she deems necessary and advisable in order to complete the transaction authorized by this resolution and to perform such other acts, as in her judgment may be necessary or appropriate in order to effectuate the intent and purposes of the foregoing resolution.

Adopted this ____ day of April, 2019.

Certified by: _____
Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

**MEMORANDUM OF UNDERSTANDING CONCERNING APPOINTMENT OF
SCHOOL RESOURCE OFFICER**

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”) is made and entered into as of the ____ day of May 2019, by and between Covington Catholic High School (“Covington Catholic”) and the City of Park Hills, Kentucky (“the City”).

RECITATIONS

WHEREAS, Covington Catholic is a private Catholic high school located in Park Hills, Kentucky, and is operated by the Roman Catholic Diocese of Covington; and

WHEREAS, the City is created by Kentucky statute as a corporate entity with capacity to contract and be contracted with, pursuant to KRS Chapters 81 and 83; and

WHEREAS, the City possesses authority over the Park Hills Police Department, which has been created as a department and agency of the City’s government by ordinance; and

WHEREAS, it is the intent and desire of the City and Covington Catholic to provide for the services of a school resource officer under the circumstances described below;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, IT IS HEREBY AGREED by and between Covington Catholic and the City as follows:

I. Overview

The purpose of this Agreement is to provide for the safety and security of children attending Covington Catholic. It is the intent of this Agreement to provide for the services of an SRO with such services to be rendered during the times that regular school is in session, for a three-year term commencing on May 1, 2019 and expiring on

May 1, 2022. Either party may, at its option, terminate this Agreement by providing written notice to the other, (1) not later than June 1 for the following school year, or (2) by providing at least one hundred twenty (120) days' advance notice of intent to terminate. Any such notice shall be furnished as provided in Section VIII below.

II. Rights and Duties of the City

The City shall provide an SRO and SRO services as follows:

(A) Assignment of School Resource Officer

- (1) The City shall assign one regularly employed police officer to serve as SRO.
- (2) The SRO shall report directly to the Chief of Police of the Park Hills Police

Department, who shall serve as the SRO's supervisor.

(B) Training

The SRO shall be a sworn law enforcement officer employed by the City and with specialized training to work with youth at a school site pursuant to KRS Chapter 158. Prior to the assignment of the SRO, the City shall certify in writing to the Principal of Covington Catholic that the SRO has complied with the training requirements in KRS Chapter 158 and implemented by the Kentucky Department of Criminal Justice Training ("DOCJT"). The SRO must complete the SRO I designation prior to serving as the SRO.

(C) Regular-Duty Hours of School Resource Officer

The SRO will be assigned to Covington Catholic for no more than one hundred seventeen (117) days per year. The SRO shall work daytime, school-day hours at Covington Catholic. The SRO shall assist the City of Park Hills Police Department in the event of emergency situations (e.g., officer down, active shooter).

(D) Duties of School Resource Officer

(1) The SRO is a law enforcement officer of the Park Hills Police Department and is not an employee or agent of Covington Catholic. The SRO's duties and functions while assigned to Covington Catholic are law enforcement. Even while the SRO is participating in meetings with parents or students, or interacting with parents, students, staff, and/or visitors to the school, the SRO is functioning in his or her capacity as a law enforcement officer.

(2) The SRO may make an effort to become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc.

(3) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to the Park Hills Police Department Policy, Kentucky Revised Statutes and other legal requirements with regard to such interviews.

(4) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as he/she deems necessary. Actions undertaken by the SRO may or may not involve arrest, and the SRO's discretion and decision-making shall be governed by and subject to the policies, procedures, and training of the Park Hills Police Department, and those laws of the Commonwealth of Kentucky which govern law enforcement officers and peace officers.

(5) The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.

(6) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(7) The SRO may when requested, participate in and/or attend school functions or meetings in the SRO's capacity as a law enforcement officer.

(8) Pursuant to KRS Chapter 158, the SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the Principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated Covington Catholic disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information where legally permitted with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.

(9) The Principal, school administration or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations, and the SRO shall then determine whether law enforcement action is appropriate.

(10) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors or for other monitoring duties. If a problem arises in such areas that, in the discretion of the SRO, requires law enforcement intervention, the SRO may assist the school until the problem is resolved; but nothing in this section shall prohibit the SRO from taking his or her lunch in the school cafeteria with the students.

III. Duties of Covington Catholic

Covington Catholic shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties:

(A) Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.

(B) A location for files and records which can be properly locked and secured.

- (C) A desk with drawers, chair, work table, filing cabinet and office supplies.
- (D) Access to a typewriter and computer.
- (E) Internet access.

IV. Financial Arrangements of the SRO Program

The financing of the SRO will be as follows for the three (3)-year term:

Covington Catholic shall pay to the City the sum of \$40,266 annually, which represents, in part, the costs of FICA, Workers' Compensation insurance, and disability insurance with respect to the SRO. Payment shall be made to the City monthly on the first calendar day of each month beginning September 1, 2019, through May 1 of each year, in the amount of \$4,474 per month. The City shall pay and be responsible for the balance of expenses to include SRO's salary, benefits it may choose to offer, vehicle, and equipment.

The City and Covington Catholic hereby acknowledge and agree that the financial arrangements underlying this agreement may be affected by certain contingencies. In particular, the parties acknowledge that the staffing plan for this Agreement is premised upon the availability of an officer who has agreed to serve as the SRO. The parties agree that, should this officer become unavailable for service during the contract term due to retirement, voluntary or involuntary separation from employment, or health reasons, Covington Catholic shall have a duty to negotiate in good faith with respect to the financial arrangement specified in this Agreement.

The parties further acknowledge that the City's required CERS pension contribution for the SRO may be affected by circumstances that cannot be fully anticipated, including future legislation passed by the Kentucky General Assembly, changes to the City's required pension contribution rate, and/or new administrative

regulations by the Kentucky Retirement Systems. The parties agree that, should the City's required pension contribution for the SRO increase significantly during the contract term, Covington Catholic shall have a duty to negotiate in good faith with respect to the financial arrangement specified in this Agreement.

This Agreement may be renewed for additional three-year terms, by mutual agreement. Covington Catholic, however, may not request a modification of the financial arrangement for a renewal term unless such request is made in writing sixty (60) days prior to the termination of this Agreement.

V. Employment Status of the SRO

The SRO shall remain an employee of the Park Hills Police Department and shall not be an employee of Covington Catholic. Covington Catholic and the City acknowledge that the SRO shall remain responsive to the chain of command of the Park Hills Police Department.

VI. Appointment of the SRO

(A) The Mayor shall assign and appoint an officer who is qualified, or will become qualified, to be an SRO.

(B) SRO applicants must meet the following requirements:

(1) The applicant must be a full-time, certified and sworn police officer with a minimum of three (3) years of law enforcement experience.

(2) Applicants must have training as outlined in Section II(A), above.

(C) Among additional criteria for consideration of the SRO are job knowledge, experience, training, education, appearance, attitude and communication skills.

VII. Dismissal of SRO and Replacement of Officer

(A) The City may dismiss or replace an SRO.

(B) In the event of the resignation, dismissal or replacement of an SRO, the City shall make every reasonable effort to identify a replacement for the SRO within thirty (30) calendar days of such dismissal, resignation or replacement.

VIII. Notices

Any and all notices or any other communications given or required to be given shall be in writing and shall be deemed to have been properly given if sent by U.S. certified mail, postage prepaid, return receipt requested, personal delivery, or by overnight delivery service, addressed as follows:

To the City: City of Park Hills
Attention: Mayor
1106 Amsterdam Road
Park Hills, Kentucky 41011

With a copy to: Hemmer DeFrank Wessels PLLC
Attention: Kyle M. Winslow, Esq.
250 Grandview Drive, Suite 500
Fort Mitchell, Kentucky 41017

To Covington Catholic: Covington Catholic High School
Attention: Principal
1600 Dixie Highway
Park Hills, Kentucky 41011

IX. Modification

This document constitutes the full understanding of the parties. No terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

X. Nonassignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of Covington Catholic and the Mayor is obtained.

XI. Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

XII. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

The City:

City of Park Hills, Kentucky

By: _____
Kathy Zembrodt, Mayor

Covington Catholic:

Covington Catholic High School

By: _____
Authorized Agent