

## **ORDINANCE NO. 7, 2019**

**AN ORDINANCE OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, IMPOSING TAXES FOR THE YEAR 2019, AND PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH TAXES, AND THE PENALTIES AND INTEREST THEREON FOR FAILURE TO PAY SAME**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PARK HILLS, KENTUCKY, AS FOLLOWS:**

### **SECTION I**

The City of Park Hills hereby provides for the assessment of all real and personal property for year 2019. The City elects to use the County assessment prepared by the Kenton County Property Valuation Administrator.

### **SECTION II**

The following ad valorem taxes for the year 2019 are hereby levied, assessed and imposed by and for the City of Park Hills, upon the following described property and the owners thereof, jointly and severally:

- A. An ad valorem tax on real property at the rate of \$.209 Dollars for each One Hundred Dollars (\$100.00) of the value thereof, as assessed pursuant to the provisions hereof. The foregoing rate, however, shall not apply to real property determined to be an Abandoned Urban Property under Ordinance No. 6, 2004. Abandoned Urban Properties shall be taxed \$.75 Dollars for each One Hundred Dollars (\$100.00) of the value thereof, as assessed pursuant to the provisions hereof.
- B. An ad valorem tax on all motor vehicles assessed as of January 1, 2019, is hereby fixed at .334 Dollars for each One Hundred Dollars (\$100.00) of the value thereof.
- C. An ad valorem tax on all corporate franchises and personal property other than motor vehicles at the rate of \$.75 Dollars for each One Hundred Dollars (\$100.00) of the value thereof, as assessed pursuant to the provisions hereof. Corporate franchises shall be assessed and returned according to Kentucky law.
- D. A road tax on all real property at the rate of \$.155 Dollars for each One Hundred Dollars (\$100.00) of the value thereof, as assessed pursuant to the provisions hereof.

### **SECTION III**

The procedures set forth in Sections 33.010, 33.011, and 33.012 of the Park Hills Code of Ordinance shall govern the collection of the ad valorem taxes levied pursuant to this Ordinance.

#### **SECTION IV**

All ad valorem taxes shall become due on September 30. Anyone failing to pay the tax by September 30 shall be deemed delinquent, and the bill shall have added thereto a penalty on the amount of the taxes in an amount equal to 10 percent between October 1 and October 31; and an amount equal to 25 percent after October 31. Interest shall accrue at the rate of 12 percent per annum from the due date until paid. The delinquent taxpayer shall also pay all costs and expenses incidental to any action taken by the City for any collection of the delinquent tax bill, including court costs and attorney's fees as an additional penalty under KRS §91A.070(2).

The City has a lien upon the property assessed under the terms of this chapter for the taxes levied upon that property, and for all penalties, interest, fees, commissions, charges, and other expenses, including court costs and attorney's fees as an additional penalty under KRS §90A.070(2), incurred by reason of delinquency in payment of the tax bill or in the process of collecting it. The lien has priority over all other obligations or liabilities for which the property is liable.

#### **SECTION V**

Any and all ordinances in conflict with this ordinance shall be, and hereby are, repealed to the extent of said conflict.

#### **SECTION VI**

If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

#### **SECTION VII**

That this ordinance shall become effective upon its passage and shall be published under KRS §83A.060(9) and other applicable law. The ordinance may be published by summary.

Passed by City Council on \_\_\_\_\_.

CITY OF PARK HILLS, KENTUCKY

By: \_\_\_\_\_  
Kathy Zembrodt, Mayor

ATTEST:

\_\_\_\_\_  
Julie Alig, City Clerk

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

PUBLICATION: \_\_\_\_\_

**THE CITY OF PARK HILLS, KENTUCKY**

**ORDINANCE NO. 8, 2019**

**AN ORDINANCE AMENDING CHAPTER 52 OF THE CODE OF ORDINANCES TO REQUIRE, IN ADDITION TO ANY OTHER REQUIREMENTS IMPOSED UNDER THE CHAPTER, PUBLIC UTILITIES TO NOTIFY THE CITY PRIOR TO PERFORMING ANY WORK IN THE CITY**

**WHEREAS**, the City of Park Hills desires that public utilities notify the city prior to performing any work in the city to minimize any delay, interference, or annoyance caused to the city's residents due to the performance of such work.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PARK HILLS, KENTUCKY, as follows:**

**SECTION I**

A new § 52.08, titled "PUBLIC UTILITIES," shall read as follows:

In addition to any other requirements imposed in this Chapter, prior to performing any work on public or private property in the city, a public utility must notify the City Clerk in writing of its intent to perform such work in the city. The written notification shall include:

- (1) a scope of work that describes the specific work to be done; and
- (2) the estimated time frame for how long it will take the public utility to complete the work.

**SECTION II**

§ 52.08, titled "Violations; remedial orders; refusal to issue permit; appeals," shall be renumbered § 52.09 and amended as follows:

§ 52.0[8]9 VIOLATIONS; REMEDIAL ORDERS; REFUSAL TO ISSUE PERMIT; APPEALS."

(A) Each violation of this chapter is hereby classified as a civil offense.

- (1) Except as otherwise provided by applicable ordinance or law~~[in this section]~~, ~~[and]~~ §§ 30.100 to 30.109 and 30.999, concerning the City Code Enforcement Board, shall govern all appeals, proceedings, and imposition of civil penalties arising from the issuance of a citation for alleged violations of this chapter.

- (2) The Public Works Director is hereby designated a Code Enforcement Officer for purposes of enforcing this chapter.
  - (3) Any Code Enforcement Officer may, in lieu of immediately issuing a civil citation, require that any violation of this chapter be remedied [~~by the permittee or its contractor~~] within a designated period of time. Additionally, in the event of imminent or irreparable danger to persons or property, a Code Enforcement Officer may order the person, entity, utility or contractor [~~the permittee or its contractor~~] immediately to cease and desist performing any additional work [~~on the road or right-of-way~~] and to perform remedial activities.
- (B) Each day that a road, street, or sidewalk is or remains cut, excavated, or altered in a manner not in conformity with this chapter, the permit or applicable law shall be deemed a separate offense.
  - (C) The City Council may, if it deems it necessary to protect the public ways of the city, refuse to grant additional permits under this chapter to any person or entity having twice been found to have violated this chapter or any permit issued hereunder. Any refusal to issue a permit shall be set forth in writing indicating the date of and reason(s) for the refusal and signed by the Mayor.
  - (D) Any person, entity, or utility aggrieved by the issuance of a citation, remedial order, cease and desist order, or a refusal to issue a permit may appeal therefrom to the City Code Enforcement Board in the manner provided by Ordinance No. 5, 2005, as amended.

### **SECTION III**

Any and all ordinances in conflict with this ordinance shall be, and hereby are, repealed to the extent of said conflict.

### **SECTION IV**

If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

### **SECTION V**

That this ordinance shall become effective upon its passage and shall be published under KRS §83A.060(9) and other applicable law. This ordinance may be published by summary.

Passed by City Council on \_\_\_\_\_, 2019.

CITY OF PARK HILLS, KENTUCKY

By: \_\_\_\_\_  
Kathy Zembrodt, Mayor

ATTEST:

\_\_\_\_\_  
Julie Alig, City Clerk

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

PUBLICATION: \_\_\_\_\_

**RESOLUTION NO. 13, 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY, AUTHORIZING THE ISSUANCE OF UP TO \$40,000,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT TAXABLE INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2019A, AND \$7,000,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT TAXABLE INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2019B, IN ORDER TO ASSIST CONDOVIEW LLC, OR ASSIGNS, TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL BUILDING FACILITY LOCATED WITHIN THE CITY OF PARK HILLS, KENTUCKY AND THE CITY OF COVINGTON, KENTUCKY, AND TO IMPROVE SAID FACILITY; AUTHORIZING THE ISSUANCE OF ADDITIONAL BONDS; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SAID BONDS; AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF PARK HILLS, KENTUCKY AND CONDOVIEW LLC, OR ASSIGNS, WITH RESPECT TO THE FACILITY (THE “AGREEMENT”); AUTHORIZING A SPRINGING EXECUTORY INTEREST DEED; AUTHORIZING A TRUST INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND FURTHER TO SECURE THE PAYMENT OF SAID BONDS; AUTHORIZING A BOND PURCHASE AGREEMENT; AUTHORIZING CERTAIN OPEN END LEASEHOLD MORTGAGES AND SECURITY AGREEMENTS (WITH GROUND LESSOR JOINDER), A PILOT MORTGAGE TO SECURE THE SERIES 2019B BONDS, AND AUTHORIZING A HOME OFFICE PAYMENT AGREEMENT.**

WHEREAS, the City of Park Hills, Kentucky (the “Issuer”) is by virtue of the laws of the Commonwealth of Kentucky, including Chapter 103 of the Kentucky Revised Statutes, and other authorities mentioned therein, authorized and empowered, among other things, (a) to assist in the financing of costs of industrial building facilities located within the boundaries of the Issuer, (b) to enter into an agreement with the lessee of such facilities providing for revenues sufficient to pay the principal of and interest and any premium on such revenue bonds, including the issuance of refunding bonds (c) to secure such revenue bonds by a trust agreement or indenture between the Issuer and a corporate trustee, and by a pledge and assignment of such revenues, as provided for herein, and (d) to enact the Bond Legislation and enter into the Indenture and the Agreement, as hereinafter identified, upon the terms and conditions provided therein; and,

WHEREAS, it is hereby determined by this Legislative Authority that the acquisition, construction and equipping of the Park Pointe Project, as a single family residential project (the “Project”), and improvement to said Project will require the issuance, sale and delivery of the Project Bonds, as hereinafter defined, in the combined maximum aggregate principal amount of \$47,000,000 and hereafter may, with the prior written consent of the Issuer, involve the Issuer’s issuance, sale and delivery of Additional Bonds on a parity therewith, all of which Project Bonds

and Additional Bonds shall be equally and ratably payable and secured as provided herein and in the Indenture authorized herein;

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE CITY OF PARK HILLS, KENTUCKY, as follows:

That the provisions hereof shall be, as follows:

1. Definitions. All defined terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Trust Indenture with respect to the Project Bonds (the “Indenture”) between the Issuer and The Huntington National Bank, Cincinnati, Ohio and its successors in trust, as trustee (the “Trustee”).

Any reference herein to the Issuer, to the Legislative Authority, or to any officers thereof, shall include any person or entity which succeeds to its or their duties or responsibilities pursuant to or by operation of law. Any reference to a section or provision of the Kentucky Constitution or the Act or to a section, provision or chapter of the Kentucky Revised Statutes shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided, however, that no such change in the Constitution or laws (a) shall alter the obligation to pay the Bond service charges in the amounts and manner, at the times and from the sources provided in this Bond Legislation and the Indenture, except as otherwise herein permitted or (b) shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, the Trustee or the Company under the Agreement or the Indenture.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms “hereof”, “hereby”, “hereto”, “hereunder”, and similar terms, mean this Bond Legislation.

2. Determinations of Legislative Authority. The Legislative Authority hereby determines that the Project is an “industrial building” as that term is defined in Section 103.200 of the Kentucky Revised Statutes, and will benefit the people of the Issuer by creating or preserving jobs and employment opportunities and promoting the commercial and economic development of the Issuer and the State.

3. Authorization and Terms of Project Bonds.

(a) Authorization. It is hereby determined to be necessary to, and the Issuer shall issue, sell and deliver, as provided and authorized herein and pursuant to the authority of the Act, up to \$47,000,000 maximum aggregate principal amount of Project Bonds for the purpose of providing funds to be used to finance the Project and to finance improvements to said Project and to pay costs of issuance of said Project Bonds. The Project is and shall be owned by Issuer and leased to the Company. Said Project Bonds may, pursuant to the Trust Indenture, be issued in a multiple series beginning with the designation “Taxable Industrial Building Revenue



Bonds, Series 2019A “Park Pointe Project” in a maximum aggregate amount of up to \$40,000,000 (the “Series 2019A Bonds”). In addition, the Issuer hereby authorizes the issuance of Series 2019B Bonds, “Park Pointe Project”) in a maximum aggregate amount of up to \$7,000,000 (the “Series 2019B Bonds” and together with the Series 2019A Bonds the “Project Bonds”). The principal, interest, and maturity requirements of the Series B bonds are specified in the Trust Indenture. The proceeds of the Project Bonds shall be applied (i) to provide funds to finance the acquisition, construction and installation of the Project and (ii) to pay reasonable and customary closing costs associated with the issuance of the Project Bonds.

(b) Terms. The Project Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Indenture. The Project Bonds shall mature as provided in the Indenture, and have such terms, bear such interest, and be subject to mandatory and optional redemption as provided in the Indenture. This Legislative Authority hereby fixes and establishes the interest rate in effect from time to time on the Project Bonds in the manner and pursuant to the provisions of the Indenture.

The form of the Project Bonds attached to the Indenture, subject to appropriate insertions and revisions in the Resolution to comply with the provisions of the Indenture, is hereby approved, and when the same shall be executed on behalf of the Issuer by the appropriate officers thereof in the manner contemplated hereby and by the Indenture, in a principal amount of up to \$47,000,000 (being the sum of the maximum aggregate principal amount of both the Series A and Series B Bonds) shall represent the approved form of the Project Bonds of the Issuer.

(c) Place of Payment. Bond service charges on Project Bonds shall be payable, without deduction for services of the Paying Agent, in the manner provided in the Project Bonds.

(d) Execution. The Project Bonds shall be executed by the Mayor and City Clerk of the Issuer, provided that either or both of such signatures may be facsimiles.

(e) Maximum Rate. The per annum interest rate applicable to the Project Bonds shall at no time exceed the maximum rate allowable by the laws of the Commonwealth of Kentucky

4. Terms of all Project Bonds and Additional Bonds. All Project Bonds and Additional Bonds shall bear such designation as may be necessary to distinguish them from Bonds of any other series. Bond service charges on all Project Bonds and Additional Bonds shall be payable in lawful money of the United States of America. Bonds shall be issued as fully registered bonds. All Project Bonds and Additional Bonds shall be negotiable instruments within the meaning of Chapter 103 of the Kentucky Revised Statutes, subject to applicable provisions for registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

All Project Bonds and Additional Bonds shall be executed in the manner provided in the Bond Legislation authorizing their issuance or in the manner provided by the applicable law in effect at the time of their issuance. In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the issuance, authentication or delivery of such Project Bonds and Additional Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until that time.

Any notice of call for redemption of all Project Bonds shall be given in the manner provided in the Indenture. If Project Bonds and Additional Bonds or portions of fully registered Project Bonds and Additional Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all the Project Bonds and Additional Bonds to be redeemed, together with accrued interest to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Project Bonds and Additional Bonds or portions of fully registered Bonds shall cease to bear interest.

5. Security Pledged for Project Bonds. The Project Bonds shall be payable solely from the Revenues and secured by, among other things, a pledge of and lien on moneys deposited in the Construction Fund and the Bond Fund, and a pledge and assignment of other moneys constituting Revenues, and further secured by the Indenture, and anything in this Bond Legislation, the Project Bonds, the Agreement, and Indenture to the contrary notwithstanding, neither this Bond Legislation, the Project Bonds, the Agreement, nor the Indenture shall constitute a debt or a pledge of the faith and credit of the Issuer or of the State or any political subdivision thereof and the holders or owners of the Bonds shall have no right to have taxes levied by the General Assembly of the State or the taxing authority of the Issuer or of any other political subdivision of the State for the payment of the principal of, premium, if any, or interest on the Project Bonds, but such Bonds are payable solely from the Revenues and the Bonds shall contain on the face thereof a statement to that effect.

6. Sale of Project Bonds; Allocation of Purchase Price. The Legislative Authority is hereby authorized and directed to offer for sale the Project Bonds to CondoView LLC, a Kentucky limited liability company, (in its role as purchaser of the Project Bonds, the "Purchaser"), or its assigns, for purchase by the Purchaser at the price or prices set forth in the Bond Purchase Agreement, plus accrued interest, if any, in accordance with the terms and provisions of this Bond Legislation, and to make the necessary arrangements on behalf of the Issuer with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Project Bonds to the Original Purchaser. The Mayor and City Clerk are further hereby authorized and directed to take all steps necessary to effect due authentication, delivery and security of the Project Bonds under the terms of this Bond Legislation, Bond Purchase Agreement and the Indenture, and it is hereby determined that the aforesaid purchase price and the interest rate for the Project Bonds and the manner of sale, as provided in this Bond Legislation, are in compliance with all legal requirements. The City Clerk shall furnish to the Purchaser a true and certified transcript of proceedings with reference to the issuance of the

Project Bonds, along with such information from his or her records as is necessary to determine the regularity and validity of the issuance of said Project Bonds.

There is hereby created by the Issuer and ordered to be maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee a trust fund to be designated "City of Park Hills, Kentucky-Park Pointe Project Construction Fund" (herein also sometimes called the "Construction Fund"). After payment of the costs of issuance related to the Bonds, the Project Bond proceeds shall be used to fund the Construction Fund. Moneys in the Construction Fund shall be disbursed by the Trustee in accordance with the provisions of the Agreement, and the Trustee is hereby authorized and directed to issue its check, transfer funds via wire transfer or credit accounts for each disbursement required by the provisions of the Agreement. The Issuer covenants and agrees promptly to take whatever action, if any, is necessary in approving and ordering all such disbursements.

The moneys to the credit of the Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the holders of the Project Bonds, but only to the extent of their interest therein.

7. Source of Payment - Bond Fund. As provided in the Agreement, moneys sufficient in time and amount to pay the Bond service charges with respect to the Project Bonds as they come due are to be paid by the Company directly to the Trustee, including Lease Payments for the account of the Issuer and deposited in an appropriate account in the Bond Fund.

There is hereby created by the issuer and ordered to be maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund to be designated "City of Park Hills, Kentucky-Park Pointe Project Revenue Bond Fund" (herein called the "Bond Fund"). The Bond Fund (and accounts therein provided for in the Indenture or in the Agreement) and the moneys and investments therein are hereby pledged to and shall be used for the payment of Bond service charges, all as provided herein and in the Indenture and the Agreement, provided that no part thereof (except as may otherwise be provided for herein and in the Indenture or the Agreement) shall be used to redeem or purchase, prior to maturity, any Project Bonds. The Trustee is authorized and directed to create and maintain appropriate accounts in the Bond Fund with respect to each series of Project Bonds and Additional Bonds consistent with their respective payment and security (priority) provisions.

On or before each date when Bond service charges are due and payable, the Trustee shall transmit from moneys in the Bond Fund applicable thereto to any other Paying Agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond service charges then to be due and payable; provided that to the extent the amount needed by any other Paying Agent is not sufficiently predictable, the Trustee may, but shall not be required to, make such credit arrangements with such Paying Agent as to permit meeting such payments.

There shall be deposited into the Bond Fund (and credited, if required by the Indenture or the Agreement, to appropriate accounts therein), as and when received, (a) all Lease Payments, to the extent not required to pay Base Rent due under the Agreement which has not been paid and (b) all other Revenues, except those amounts required by the Indenture or the Agreement to be deposited in any other separate insurance or condemnation proceeds account.

The Issuer hereby covenants and agrees that so long as any of the Project Bonds are outstanding it will deposit or cause to be deposited in the Bond Fund, amounts sufficient in time and amount to pay the Bond service charges as the same become due and payable, and to this end the Issuer covenants and agrees that, so long as any Project Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to enforce the Agreement, and that, should there be an event of default under the Agreement, the Issuer shall fully cooperate with the Trustee and with the Bondholders to protect fully the rights and security of the Bondholders hereunder. Nothing herein shall be construed as requiring the Issuer to use or apply to the payment of Bond service charges any funds or revenues from any source other than revenues or to expend any of its own funds to enforce the Agreement.

Notwithstanding anything herein to the contrary, the Issuer, Company, Purchaser and Trustee may enter into agreements that vary the method of payment of bond service charges, to the extent authorized by the Indenture.

8. Covenants of Issuer. In addition to other covenants of the Issuer contained in this Bond Legislation and the Indenture, the Issuer further covenants and agrees as follows:

(a) Payment of Bond Service Charges. The Issuer will, solely from Revenues pay or cause to be paid the Bond service charges on each and all Project Bonds on the dates, at the places and in the manner provided herein, in the applicable Bond Legislation and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bond Legislation, the Agreement, the Indenture, the Bond Purchase Agreement and in any and every Project Bond executed, authenticated and delivered under the Indenture, and in all proceedings of the Issuer pertaining to the Project Bonds, the Indenture, the Bond Purchase Agreement or the Agreement. The Issuer warrants and covenants that it is, and upon delivery of the Project Bonds will be, duly authorized by the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Project Bonds and to execute the Indenture, the Bond Purchase Agreement and the Agreement to provide the security for payment of the Bond service charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Project Bonds and execution and delivery of the Indenture, the Agreement and the Bond Purchase Agreement have been or will be duly and effectively taken; and that the Project Bonds in the hands of the holders thereof will be valid and enforceable special obligations of the Issuer according to the terms thereof.

Each provision of the Bond Legislation, the Indenture, the Agreement, the Bond Purchase Agreement and the Bonds is binding upon each such officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duties required by such provision; and each duty of the Issuer and of its officers undertaken pursuant to such proceedings for the issuance of the Project Bonds is established as a duty of the Issuer and of each such officer having authority to perform such duty, specifically enjoined by law and resulting from an office, trust, or station within the meaning of the Kentucky Revised Statutes, providing for enforcement by writ of mandamus.

(c) Revenues. Except as otherwise provided in the Bond Legislation, the Indenture and the Agreement, the Issuer will not create or suffer to be created any debt, lien or charge thereon, or make any pledge or assignment of or create any debt, lien or charge thereon, or make any pledge or assignment of or create any lien or encumbrance upon the Revenues, including the moneys in the Bond Fund and the Construction Fund other than the pledge and assignment thereof under this Bond Legislation, the Indenture and the Agreement.

(d) Recordings and Filings. The Issuer will, at the expense of the Company, cause (to the extent required by the laws of the State to perfect such instruments and/or the lien created thereby) all necessary financing statements, amendments thereto, continuation statements and instruments of similar character relating to the pledges and assignments made by it to secure the Project Bonds, to be recorded and filed in such manner and in such places and to the extent required by law in order to fully preserve and protect the security of the holders of the Project Bonds and the rights of the Trustee under the Indenture.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project or the Revenues shall at all times be open to inspection by such accountants or other agents of the Trustee or the Purchaser as the Trustee or the Purchaser may from time to time designate.

(f) Rights under Agreement. The Trustee, in its name or in the name of the Issuer, may, for and on behalf of the Bondholders, enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Agreement, whether or not the Issuer is in default of the pursuit or enforcement of such rights and obligations.

(g) Maintenance of Agreement. The Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on the part of the Issuer under the Agreement, and will take all actions within its authority to maintain the Agreement in effect in accordance with the terms thereof and to enforce and protect the rights of the Issuer thereunder, including actions at law and in equity, as may be appropriate. The Issuer shall not be required to expend its own funds for this purpose.

9. Investment of Bond Fund and Construction Fund. Except as otherwise provided in the Indenture, moneys in the Bond Fund, and the Construction Fund shall be invested and

reinvested by the Trustee in Eligible Investments, in accordance with and subject to the orders (if verbal, to be confirmed in writing) of the Authorized Tenant Representative with respect thereto, provided that investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys hereunder to pay Bond service charges as they fall due at stated maturity or by redemption or pursuant to any Mandatory Sinking Fund Requirements, and provided that each investment of moneys in the Construction Fund shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make timely payments from said Bond Fund. Any such investments may be purchased from the Trustee or its affiliates. In the absence of written direction from the Company with respect to investment of moneys held in the Funds, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Eligible Investments under the Indenture. The Trustee shall sell or redeem investments standing to the credit of the Bond Fund to produce sufficient moneys hereunder at the times required for the purpose of paying Bond service charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any such order. For purposes of the Indenture and this Bond Legislation, such investments shall be valued at face amount or market value, whichever is less.

10. Indenture, Agreement, Home Office Payment Agreement, Springing Executory Interest Deed, and Bond Purchase Agreement. In order better to secure the payment of the Bond service charges as the same shall become due and payable, the Mayor and City Clerk are hereby authorized and directed, on behalf of the Issuer, to execute and deliver the Indenture, the Agreement, the Springing Executory Interest Deed, which Springing Executory Interest Deed shall automatically grant fee title to the Company or its respective assigns at the time the Project Bonds are paid in full, the Home Office Payment Agreement, which Home Office Payment Agreement shall govern the disbursement and payment of the Series A Bonds notwithstanding the provisions of the Agreement and Indenture, and the Bond Purchase Agreement in substantially the forms submitted to the Issuer, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of the Indenture, the Agreement, the Home Office Payment Agreement, the Bond Purchase Agreement, the Pilot Mortgage to secure the Series 2019B Bonds, and authorizing the execution of a Springing Interest Deed, respectively by such officers.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of said Indenture.

11. Other Documents. The Mayor and City Clerk are hereby further authorized and directed to execute financing statements, other assignments and any other agreements, documents and instruments as are, in the opinion of bond counsel to the Issuer, necessary or desirable to perfect the pledges set forth in the Indenture and to consummate the transactions

provided for in the Indenture, the Agreement and the Bond Purchase Agreement. This authorization to the Mayor and City Clerk to execute other related documents necessary to close the transaction include, but are not limited to, certain documents that may be required of the Lender to the Company, Stock Yards Bank & Trust Company, a Kentucky banking corporation, including a Fee and Leasehold Mortgage, Security Agreement, and Fixture Financing Statement or similar Documents, and other related documents as the same might be otherwise styled.

12. Compliance with Kentucky Revised Statutes. It is hereby found and determined that all formal actions of this Legislative Authority concerning and relating to the passage of this Bond Legislation were taken in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

13. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in any Project Bonds, or in the Agreement, the Indenture, or the Bond Purchase Agreement, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Project Bonds, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Project Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Project Bonds, or otherwise, of any sum that may remain due and unpaid upon any Project Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Agreement, Indenture, and the Bond Purchase Agreement and the issuance of the Project Bonds.

14. Designated Downtown Business District. The City hereby finds and affirms that the Project, as proposed by the Company, is located within a designated downtown business district, per KRS 103.200(1)(n).

15. Bond Counsel. The City hereby approves and designates Keating Muething & Klekamp, Cincinnati, Ohio, as bond counsel for the issuance of the Project Bonds.

16. Cost of Issuance. Any cost of issuance or other costs related to the issuance of the Project Bonds, or the Project shall be paid for by the Company, and shall not be a cost of the City.

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

ADOPTED: \_\_\_\_\_, 2019

\_\_\_\_\_  
KATHY ZEMBRODT, MAYOR

ATTEST: \_\_\_\_\_  
JULIE ALIG, CITY CLERK



### **CERTIFICATE**

I, Julie Alig, City Clerk for the City of Park Hills, Kentucky (the “City”), certify that the foregoing is a true copy of Resolution No \_\_\_\_\_ adopted by the City Council of the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, that all actions taken in connection with the Resolution were in compliance with the requirements of KRS 61.800 to 61.850, and that said Resolution is now in full force and effect, all as appears from the official records of the City in my custody and under my control.

Witness my hand as City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Julie Alig, City Clerk

## RESOLUTION NO 14, 2019

A RESOLUTION OF THE CITY OF PARK HILLS, KENTUCKY CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE TELECOMMUNICATIONS FRANCHISE FOR THE PLACEMENT OF WIRED TELECOMMUNICATIONS FACILITIES PROVIDING FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS SERVICES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF PARK HILLS, KENTUCKY FOR NO MORE THAN A TWENTY (20) YEAR TERM, IMPOSING A FRANCHISE FEE IN THE SUM OF FIVE PERCENT (5.00%) OF FRANCHISEE'S GROSS RECEIPTS PER YEAR ARISING FROM FRANCHISEE'S SALE OF TELECOMMUNICATIONS SERVICES TO CUSTOMERS OR SUBSCRIBERS INSIDE THE CORPORATE LIMITS OF THE CITY OF PARK HILLS; AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; USAGE LIMITATIONS, INDEMNIFICATION, INSURANCE, AND SUCH OTHER TERMS AND CONDITIONS CONTAINED IN THE ATTACHED TELECOMMUNICATIONS FRANCHISE AGREEMENT; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

**WHEREAS**, the Constitution of the Commonwealth of Kentucky, Sections 163 and 164, and Chapter 96 of the Kentucky Revised Statutes, authorize municipal corporations to require public utilities, including providers of telecommunications services within their boundaries, to operate under franchise agreements and to grant utilities the right to use public rights-of-way on such terms and conditions as are deemed reasonable and necessary; and further KRS 82.082 authorizes the City to exercise any and all powers within its boundaries that are not in conflict with the Kentucky Constitution or state statutes; and

**WHEREAS**, the City Council of the City of Park Hills, Kentucky, has found and determined that the construction, installation, operation, maintenance and utilization of a telecommunications franchise over, across or under public rights-of-way in the City of Park Hills, benefits said utility and the customers it serves, and the City Council has further found and determined that the construction, installation, removal, maintenance and/or repair of utility-owned facilities and other infrastructures does periodic and unavoidable disturbance that gradually results in the degradation of the City's streets and other public improvements within the public rights-of-way, for which the City is entitled to reasonable compensation in order to offset and recover the costs of reconstructing, removing, repairing or resurfacing damaged public rights-of-way; and,

**WHEREAS**, in order to protect the health, safety and welfare of the citizens of Park Hills, Kentucky, to protect and preserve the City's public rights-of-way and infrastructure and to provide for the orderly administration of the franchise contemplated herein, it is necessary and

appropriate to require the successful franchisee to conduct its business and operations in a lawful manner in compliance with the terms and conditions set forth herein below.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY:**

### **SECTION I**

There is hereby created a non-exclusive franchise to enter upon, lay, acquire, construct, operate, maintain, install, use, and repair, in the public rights-of-way of the City, a telecommunications system, facilities, and related equipment and appurtenances, all as defined and described in that certain Telecommunications Franchise Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Franchise Agreement") and which is being offered and proposed by the City to the utility company desiring to submit a bid for the purchase of the non-exclusive franchise described herein and in the Franchise Agreement.

The utility company shall have the right to use the public rights-of-way, as such term is specifically defined in the Franchise Agreement, but such term does not include (1) any park or recreational area of the City, (2) public buildings, structures or infrastructure, or (3) public land upon which any governmental or public building, fire station, police station or school may or may not be situated.

### **SECTION II**

The Franchise term shall be for an initial period of ten (10) years, subject to the right to renew for up to two (2) additional terms of five (5) years each. The total length of the term of the Franchise Agreement cannot exceed twenty (20) years.

The Franchise to be granted is not exclusive and the City expressly reserves the right to grant other persons rights, privileges or authorizations similar to those specified herein and in the Franchise Agreement. Additionally, the City specifically reserves the right to grant at any time during the term of the Franchise Agreement such additional franchises, licenses or permits to other utility companies and/or telecommunications providers.

All rights and privileges granted in this resolution and the Franchise Agreement are, at all times during the term of the Franchise Agreement, subject to all lawful exercises of the police and legislative powers of the City. The utility company shall comply with all applicable law, as such term is defined in the Franchise Agreement, including all ordinances and regulations which the City has adopted or shall adopt, applying to the public generally and to other franchisees, grantees or licensees similarly situated.

### **SECTION III**

This resolution and any Franchise Agreement awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance.

#### **SECTION IV**

It shall be the duty of the City's Mayor, or his or her designee, to offer for sale at public bid the franchise described herein and privileges created hereunder. Said franchise and privileges shall be sold to the highest and best bidder or bidders at a time and place fixed by the City's Mayor after he or she has given due notice thereof by publication or advertisement as required by law.

#### **SECTION V**

Bids and proposals for the purchase and acquisition of the franchise and privileges hereby granted and set forth more specifically in the Franchise Agreement shall be in writing and shall be delivered to the City's Mayor, or his or her designee, upon the date(s) and time(s) fixed by him or her in said publication(s) or advertisement(s) for receiving the same. Thereafter, the City's Mayor shall report and submit to the City Council, as soon as practicable thereafter, said bids and proposals for its approval. The City Council reserves the right, for and on behalf of the City, to reject any and all bids for the said franchise and privileges; and, in case the bids or proposals reported by the City's Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privileges to be again offered for sale, from time to time, until a satisfactory bid or proposal shall be received and approved.

Any bid or proposal submitted by a utility company or other person shall meet the requirements of KRS 96.010 and 96.020 as applicable. Pursuant to KRS 96.060 and 96.070, the City hereby reserves all of the rights set forth therein and within the meaning thereof and the City shall have all of the rights, privileges and authority established thereby.

#### **SECTION VI**

That this Resolution shall take effect upon passage and approval on this the \_\_\_\_\_ day of August, 2019.

\_\_\_\_\_  
Kathy Zembrodt, Mayor

ATTEST:

\_\_\_\_\_  
Julie Alig, City Clerk

## TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement ("Agreement") is entered into and made effective as of August \_\_\_\_\_, 2019 ("Effective Date"), by and between the City of Park Hills, Kentucky, a municipal corporation and city of the home rule class ("City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Franchisee").

### Section 1. Non-Exclusive Franchise Granted Subject to Conditions.

A. The City hereby grants to Franchisee, subject to the conditions prescribed in this Agreement, the non-exclusive franchise rights and authority ("Franchise") to construct, install, replace, repair, monitor, maintain, use, operate and remove its equipment and facilities necessary for a wireline fiber optic telecommunications system ("Facilities") in, under, on, across, over, and through, those specified areas of right-of-way as set forth and described in the plan attached hereto as Exhibit A ("Franchise Area"). Franchisee hereby accepts the Franchise granted pursuant to this Agreement.

B. The foregoing franchise rights and authority shall not be deemed to be exclusive to Franchisee and shall in no way prohibit or limit the City's ability to grant other franchises, permits, or rights along, over, or under the areas to which this Franchise has been granted to Franchisee. This Franchise shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the City from using its rights-of-way or affect the City's jurisdiction over such rights-of-way in any way consistent with applicable law.

**Section 2. Franchise Limitations.** This Agreement does not authorize Franchisee to construct, install, operate, or place or attach any equipment associated with or for cellular antenna towers, small cell towers, or small cell systems. City does not warrant the suitability of any portion of its rights-of-way for the purposes for which Franchisee may desire to use them under this Agreement, nor does the City warrant the condition of any structure, pole, or other improvement currently located within the City's rights-of-way. Franchisee hereby accepts the City's rights-of-way and all publicly owned improvements located therein on an AS-IS, WHERE-IS, and WITH ALL FAULTS basis.

**Section 3. Authority.** The City Administrator or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Agreement and may develop such lawful and reasonable rules, policies, and procedures as he or she deems necessary to carry out the provisions contained herein.

**Section 4. Franchise Term.** The franchise rights granted herein shall remain in full force and effect for a term period of ten (10) years from the Effective Date of this Agreement ("Term"). The Term of this Agreement shall be automatically renewed for up to two (2) additional periods of five (5) years each ("Renewal Term"), unless either the City or Franchisee provides the other party written notice of their intention not to renew the Term of this Agreement at least 180 days prior to the expiration date of the then current Term or Renewal Term, as the case may be;

provided however, the total duration of the Term of this Agreement shall not exceed twenty (20) years as provided under Section 164 of the Kentucky Constitution.

**Section 5. Acceptance of Terms and Conditions.** Failure on the part of Franchisee to provide an executed original of this Agreement to the City Clerk within sixty (60) calendar days of the City Council's passage of the Ordinance approving this Agreement shall be deemed a rejection thereof by Franchisee and shall result in this Agreement being null and void, having no further force or effect and all rights granted under this Agreement shall then terminate.

**Section 6. Construction Provisions and Standards.** The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as noncompliance with the terms of this Agreement.

**A. Permit Required.** No installation, construction, expansion, or material modification of the Facilities shall be undertaken in the Franchise Area without first obtaining all required right of way use and/or construction permits as required under all applicable ordinances of the City and under all regulations and other requirements of Planning and Development Services of Northern Kentucky ("PDS").

**B. Construction Standards.** Any construction, installation, maintenance, and restoration activities performed by or for Franchisee within the Franchise Area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All work and improvements made by Franchisee shall be so performed in a safe and good and workmanlike manner, and in compliance with all applicable federal, state, and local laws. The Facilities shall be concealed or enclosed, as much as possible, in a box, cabinet, or other unit, and external cables and wires installed on poles shall be sheathed or enclosed in a conduit, so that wires are protected and are visually minimized as much as possible. Franchisee shall not locate any overhead wires or cables across any roadway without the express prior approval of the City. In the performance of any work by Franchisee relating to its Facilities under this Agreement, Franchisee, at its sole cost and expense, shall restore and repair any damage to the City's rights-of-way or any public improvements located therein, to their original condition as existed prior to the commencement of such work.

**C. Relocation.** Whenever the City causes a public improvement to be constructed within the Franchise Area, and such public improvement requires the relocation of Franchisee's Facilities, the City shall provide Franchisee with written notice requesting such relocation along with plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination and the development of a relocation plan. The City and Franchisee shall meet at a time and location determined by the City to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details. The City shall not be liable to Franchisee for any lost revenues or any other costs incurred by Franchisee in relocating its Facilities due to a relocation as a result of a City public improvement project.

**D. Removal or Abandonment.** Upon the removal from service of any Facilities within the Franchise Area, Franchisee shall comply with all applicable standards and requirements prescribed by the City and/or PDS for the removal or abandonment of said Facilities. No Facilities constructed or owned by Franchisee may be abandoned in place without the express prior written consent of the City.

**F. “One-Call” Location & Liability.** Franchisee shall subscribe to and maintain membership in the regional “call before you dig” utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to Franchisee’s Facilities or for interruptions in service to Franchisee’s customers which are a direct result of work performed for any City project for which Franchisee has failed to properly locate its Facilities within the prescribed time limits and guidelines established.

**G. As-Built Plans Required.** Franchisee shall maintain accurate engineering plans and details of all installed system Facilities, within the City limits, and upon request by the City, shall provide such information in both paper form and electronic form using the most current Autocad version (or other mutually-agreeable format) prior to close-out of any permit issued by the City and any work undertaken by Franchisee pursuant to this Agreement.

**H. Compliance.** Franchisee shall at all times comply with all rules, regulations, and policies promulgated by the Kentucky Public Service Commission, and shall at all times maintain in good standing any licenses, certificates of need, and other governmental approvals authorizing Franchisee to engage in the activities permitted under this Agreement.

**I. Tree Trimming.** Franchisee shall have the right, at its own expense, to trim trees located in or overhanging the City rights-of-way and that are interfering with the operation of its Facilities and/or related equipment only to the extent necessary to keep the branches of the trees from coming into contact with such Facilities. All trimming and pruning shall comply with all applicable ordinances of the City. Notwithstanding the foregoing and prior to engaging in such activity, Franchisee shall submit to the City a tree trimming or pruning plan for approval. Franchisee shall secure the consent of the private property owner, upon whose property the tree or bush is located, prior to cutting or trimming such tree or bush. Any person engaged by Franchisee to provide tree trimming or pruning services shall be deemed, for purposes of this Agreement, an employee or agent of Franchisee, and in no event shall such person be deemed an employee or agent of the City.

**Section 7. Insurance.** Franchisee shall maintain liability insurance written on a per occurrence basis during the full term of this Agreement for injuries and property damages. The policy or policies shall afford insurance covering all operations, vehicles, and employees with the following limits and provisions:

1. Commercial general liability insurance with limits of not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including contractual liability; personal and advertising injury; explosion hazard, collapse hazard, and underground property damage hazard; products; and completed operations.
2. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, covering all owned, non-owned, leased, and hired automobiles, as applicable.
3. Worker's compensation insurance with limits as required by applicable law.

Such insurance shall include as additional insured and/or loss payee the City, shall apply as primary insurance, and shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder. Upon receipt of notice from its insurer(s), Franchisee shall use all commercially reasonable efforts to provide at least thirty (30) calendar days prior written notice of cancellation to the City. Franchisee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limits required herein.

**Section 8. Other Permits & Approvals.** Nothing in this Agreement shall relieve Franchisee from any obligation to obtain approvals or necessary permits from applicable federal, state, and local authorities for all activities in the Franchise Area.

**Section 9. Transfer of Ownership.** The rights, privileges, benefits, title, or interest provided by this Agreement shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, which consent may be conditioned upon such transferee agreeing in writing to be bound by all of the terms and conditions of this Agreement. Approval shall not be required for any transfer from Franchisee to another person or entity controlling, controlled by, or under common control with Franchisee or if Franchisee adopts a new company name without a change in control. Franchisee may license fibers to other users operating a telecommunications services business or service providers without the consent of the City provided that Franchisee remains solely responsible for the terms and conditions outlined in this Agreement, provides the City with written notice of licenses or leases for such purposes, and such licensee or lessee shall have agreed in writing to assume the obligations to pay the fees set forth in Section 10 of this Agreement directly to City. The licensing or lease of fibers for other uses shall require a separate assignment, franchise or right of way agreement approved by the City.

**Section 10. Fees.** It is the intention of the City that Franchisee compensate City for the use of the City's rights-of-way, as they are valuable assets of the City that: (a) the City acquired and maintains at the expense of its taxpayers and citizens; (b) the City holds in trust for the benefit of its citizens; and (c) the grant to Franchisee of the use of the City's rights-of-way is a valuable right without which Franchisee would be required to invest substantial capital in right-of-way acquisition costs. Accordingly, it is the intention of the City and Franchisee to obtain and to pay a fair and reasonable compensation for grant of this Franchise.



- A. Permit Fees. Franchisee shall pay to City all fees required in obtaining permits and processing permit applications for the Facilities as now codified, or as shall be in the future, codified pursuant to any ordinance of City, or pursuant to its permit application fee structure generally applicable to all other users of City rights-of-way.
- B. Franchise Fees. In addition to the fees set forth in Section 10.A above, Franchisee shall be obligated to pay an annual franchise fee equal to five percent (5.00%) of Gross Receipts received from customers and subscribers, or other users located within the Franchise Area and such obligation shall commence on the earlier of the completion date of the installation of the Facilities, or the date when the Facilities become commercially operational. All franchise fees and other compensation due and payable under this Agreement shall be paid automatically by Franchisee without any notice or other request from City. **“Gross Receipts”** means any and all revenues or receipts (as determined in accordance with generally accepted accounting principles), including cash, credits, or other consideration of any kind or nature, derived directly or indirectly from the telecommunications system being provided through the Facilities including: (a) revenues and receipts which Franchisee receives in connection with its telecommunications services or other services provided in accordance with this Agreement; (b) revenues and receipts which Franchisee receives from its customers or subscribers, including residential, industrial and commercial entities within the Franchise Area for the sale, transmission, rendering and/or provision of its telecommunications services, under rates, temporary or permanent, whether authorized or not by the Public Service Commission and represents amounts billed under such rates, as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments; and (c) any revenues and receipts received for rendering other services, products or charges (including installation, maintenance and service charges) relating or pertaining to, or in connection with, the telecommunications system being provided through the Facilities. Notwithstanding the foregoing, “Gross Receipts” shall not include revenue received by Franchisee in providing internet access services within the Franchise Area unless and until the incumbent local exchange provider is also paying to the City the same franchise fee that Franchisee is required to pay under this Agreement, and shall not include any revenue or rents received by Franchisee from renting or leasing its Dark Fiber to another telecommunications service provider that is sending its own telecommunications signals, not controlled by Franchisee, across such Dark Fiber, provided that Franchisee shall have advised such licensee or lessee that it must provide its agreement in writing to pay all applicable fees and obligations to the City, including to pay the fees set forth in this Section 10 as provided for in Section 9 of this Agreement. The Franchise Fee shall be paid by Franchisee on an annual basis and shall be made directly to the City within thirty (30) days after the expiration of each calendar year. Simultaneously with the payment of the Franchise Fee, Franchisee shall file with the City a detailed revenue statement clearly showing the Gross Receipts received by Franchisee during the preceding year and certified by an officer of Franchisee attesting to the accuracy, completeness and veracity of the revenue figures consistent with the definition of Gross Receipts as defined in this Agreement.

**Section 11. Notices.** Any notice to be served upon the City or Franchisee shall be delivered to the following addresses respectively by either personal delivery or by nationally recognized overnight delivery service:

CITY:

City of Park Hills, Kentucky  
Attn: Mayor  
1106 Amsterdam Road  
Park Hills, Kentucky 41011

With copy to:

Hemmer DeFrank Wessels PLLC  
Attn: Todd V. McMurtry, Esq.  
250 Grandview Drive, Suite 500  
Fort Mitchell, Kentucky 41017

FRANCHISEE:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Section 12. Indemnification.** To the extent permitted by applicable law and except with respect to Claims based on the City's gross negligence or willful misconduct, Franchisee shall at all times fully defend, indemnify, protect and save harmless the City and its elected officials, non-elected officers, employees, agents and representatives (individually, an "Indemnitee" and collectively, the "Indemnitees"), from and against any and all occurrences, claims, demands, actions, suits, proceedings, liabilities, losses, fines, penalties, damages, expenses, costs including reasonable attorneys' fees (collectively, "Claims"), which might be claimed now or in the future, and which arise out of, or be caused by, whether directly or indirectly: (a) the installation, construction, operation, modification, maintenance, repair, and removal of the Facilities; (b) the acts or omissions of Franchisee, or its contractors, subcontractors, employees, and agents; (c) Franchisee's failure to comply with the provisions of any applicable law to which it or the Facilities are subject; and (d) Franchisee's failure to comply with the terms and conditions contained in this Agreement.

**Section 13. Environmental Laws.** Franchisee shall comply with, and shall cause its contractors, sub-contractors and vendors to comply with, all rules, regulations, statutes or orders of the U.S. Environmental Protection Agency, the Kentucky Department for Environmental Protection and any other governmental agency with the authority to promulgate and enforce environmental rules and regulations applicable to Franchisee's use of any portion of the City rights-of-way under this Agreement ("Environmental Laws"). Franchisee shall promptly reimburse the City for any costs, expenses, fines or penalties levied against the City because of Franchisee's failure, and/or the failure of its contractors, subcontractors and/or vendors to comply with Environmental Laws. Neither Franchisee, nor its contractors, subcontractors or vendors shall possess, use, generate, release, discharge, store, dispose of or transport any hazardous or toxic materials on, under, in, above, to or from its work sites except in compliance with the Environmental Laws. "Hazardous Materials" mean any substances, materials or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state or local laws, regulations, ordinances or

orders. Franchisee shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials or substances in the City's storm sewer system or sanitary sewer system or elsewhere on or in the City rights-of-way in violation of the Environmental Laws.

**Section 14. Severability.** If any section, sentence, clause or phrase of this Agreement is held to be invalid or unenforceable, the remaining sections, sentences, clauses and phrases shall not be affected thereby, and shall remain in full force and effect legally binding upon the parties hereto.

**Section 15. Reservation of Rights.** The parties agree that this Agreement is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this Agreement or any local ordinance which may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this Agreement, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the execution of this Agreement does not constitute a waiver of any rights or obligations by either party under the law.

**Section 16. Police Powers.** Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. Franchisee shall not by this Agreement obtain any vested rights to use any portion of the City rights-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

**Section 17. Governing Law.** This Agreement shall be governed by the domestic laws of the Commonwealth of Kentucky, and federal laws of the United States of America which may preempt state laws.

**Section 18. Counterparts.** This Agreement may be executed in counterpart signature pages by the parties hereto.

**Section 19. Authorization.** The entering into of this Agreement has been authorized by the City by passage of Resolution No. \_\_\_\_ - 2019.

**Section 20. Organization and Standing.** Franchisee is a telecommunications provider duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to conduct business in the Commonwealth of Kentucky. Franchisee has all requisite power and authority to own or lease its properties and assets, subject to the terms of this Agreement, to conduct its businesses as currently conducted, to offer telecommunications services within the Commonwealth of Kentucky, and to execute, deliver and perform this Agreement and all other agreements entered into or delivered in connection with or as contemplated hereby.

**Section 21. Relationship of Parties.** Franchisee shall be responsible and liable for its contractors, subcontractors, sublicensees and vendors. The City has no control or supervisory powers over the manner or method of Franchisee's, or its contractors', subcontractors' and sublicensees' performance under this Agreement. All personnel Franchisee uses or provides are its employees, contractors, subcontractors or sublicensees and not the City's employees, agents,

or subcontractors for any purpose whatsoever. The relationship between City and Franchisee is at all times solely that of franchisor and franchisee, not that of partners or joint venturers.

**Section 22. Entire Agreement.** This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties.

**Section 23. Amendment.** This Agreement may only be amended or modified by a written instrument executed by all of the parties hereto.

**Section 24. Non-Waiver.** If either party fails to require the other to perform a term or condition of this Agreement, that failure does not prevent the party from later enforcing that term or condition. If either party waives a breach of this Agreement by the other party, that waiver does not waive a later subsequent breach of this Agreement.

**Section 25. Mechanics Liens.** Franchisee shall keep all portions of the City's rights-of-way wherein its Facilities and related equipment are located or placed free from any mechanics liens or encumbrances arising from any work performed, materials furnished, or obligations incurred by or at the request of Franchisee. If any lien is filed against the City's rights-of-way or any portion thereof or other property belonging to the City as a result of the acts or omissions of Franchisee or its employees, agents, or contractors, Franchisee shall discharge the lien or bond the lien off in a manner satisfactory to the City within thirty (30) days after Franchisee receives written notice from any party that the lien has been filed.

IN WITNESS WHEREOF, the parties have hereunto set their signatures as of the Effective Date described above.

CITY:

FRANCHISEE:

City of Park Hills, Kentucky

-----

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

FRANCHISE AREA

DRAFT

## REQUEST FOR BIDS FOR THE CITY OF PARK HILLS, KENTUCKY'S SALE OF TELECOMMUNICATIONS FRANCHISE

NOTICE IS HEREBY GIVEN pursuant to Sections 163 and 164 of the Kentucky Constitution that the City Council of the City of Park Hills, Kentucky (“**City**”), will consider offers for sale to the highest and best bidder, plus all costs including advertising costs, a telecommunications franchise as defined in Resolution 2019-\_\_\_\_, adopted by the City Council on August \_\_\_\_, 2019 (the “**Resolution**”). The resolution and full bid may be picked up from the City Clerk’s office at 1106 Amsterdam Road, Park Hills, Kentucky 41011, during weekday office hours of 8:00 a.m. to 4:30 p.m. and will be posted on the City’s website at <https://www.parkhillsky.net>.

The franchise shall be non-exclusive and shall allow the franchisee to acquire, lay, maintain and operate in the public rights-of-way of the City (the “**Franchise Area**”), a system of fiber optic cables, wires, conduits, ducts, poles, pedestals, communications and signal lines and equipment, fixtures, appliances, appurtenances and facilities for the transmission, distribution and sale of telecommunications services. The franchise shall be for a term of ten (10) years with two five-year extensions and shall be effective sixty (60) days after it is awarded. As compensation for the franchise granted, the franchisee shall pay the City a payment of a total annual fee of five percent (5.00%) of Gross Receipts as described in the Resolution.

Sealed bids must be received no later than 3:00 p.m. on \_\_\_\_\_, 2019 at the City of Park Hills, 1106 Amsterdam Road, Park Hills, Kentucky 41011. Bids should be addressed to the City Clerk and shall reference “Telecommunication Services Franchise Bid Submission”.

The City of Park Hills reserves the right to accept any bid, to reject any and all bids, to waive any irregularities or informalities in awarding the franchise, and to accept what, in its opinion, is the lowest, responsive, responsible and best bid which is in the best interests of, and most advantageous to, the City and its citizens.

## **RESOLUTION NO. 15, 2019**

A RESOLUTION ACCEPTING THE RE-APPOINTMENT OF MARCUS CAREY, ROBERT F. GREENE, DARRYL CUMMINS, ROBERT SANDERS, TOM QUIRK, AND WESLEY WILLIAMS AND APPOINTMENT OF BRYCE C. RHOADES AS MEMBERS OF THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY ENFORCMENT COMMITTEE FOR A TWO-YEAR TERM, COMMENCING FEBRUARY 1, 2019 AND EXPIRING ON JANUARY 31, 2021.

\* \* \*

WHEREAS, Ordinance No. 3, 1999 (as amended) established a code of ethical conduct applicable to the officers and employees of the City of Park Hills and its agencies; and

WHEREAS, the City of Park Hills entered into an inter-local agreement to join the Northern Kentucky Regional Ethics Authority (NKREA) to implement said CODE OF ETHICS; and

WHEREAS, Article III(A) of the Inter-local gives the NKREA Authority Board the authorization to select members of the NKREA Enforcement Committee subject to the approval of each member jurisdiction's relevant legislative body;

WHEREAS, at the NKREA's Annual Meeting held December 7, 2018 the Authority Board re-nominated Marcus Carey, Robert F. Greene, Darryl Cummins, Carolyn Lainhart, Robert Sanders, and Tom Quirk to each serve a two-year term on the NKREA Enforcement Committee;

WHEREAS, NKREA Enforcement Committee Member Carolyn Lainhart resigned and Bryce Rhoades was appointed by the NKREA Authority Board to fill Carolyn Lainhart's term; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTON COUNTY, KENTUCKY:

### Section 1

That the appointment of Marcus Carey, Robert F. Greene, Darryl Cummins, Robert Sanders, Tom Quirk, Wesley Williams, and Bryce Rhoades as members of the NKREA Enforcement Committee for a two-year term commencing on February 1, 2019 and expiring on January 31, 2021 is hereby approved.

### Section 2

That this resolution shall take effect and be in full force when passed and recorded according to law.

---

KATHY ZEMBRODT, MAYOR

ATTEST:

---

CLERK

Passed: \_\_\_\_\_



**MUNICIPAL ORDER NO. 6, 2019**

**A MUNICIPAL ORDER DECLARING 1.454 ACRES LOCATED ON AMSTERDAM ROAD SURPLUS PROPERTY; AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TRANSFERRING THE PROPERTY IN ACCORDANCE WITH KRS § 82.083(4)(b).**

**WHEREAS**, the City of Park Hills owns 1.454 acres located along Amsterdam Road, Park Hills, Kentucky (the “Surplus Real Property”);

**WHEREAS**, Condoview, LLC, will build a residential development on the vacant site of the former Gateway Community & Technical College campus (the “Development”);

**WHEREAS**, the Development will include up to 82 new homes;

**WHEREAS**, on or about February 12, 2019, the City of Park Hills entered into a Development Agreement with Condoview, LLC;

**WHEREAS**, under the Development Agreement with Condoview, LLC, Park Hills agreed to vacate to Condoview, LLC, an undefined area on northbound Amsterdam Road (*See* Development Agreement, Section 2.1(D)(1));

**WHEREAS**, the City of Park Hills has since described the previously-undefined area on northbound Amsterdam Road to be vacated to Condoview, LLC (*See Exhibit A*);

**WHEREAS**, the City of Park Hills now wishes to convey to Condoview, LLC, the Surplus Real Property, which is described in Exhibit A;

**WHEREAS**, the Surplus Real Property is no longer needed by the City of Park Hills and the City of Park Hills now desires to declare the Surplus Real Property to be surplus property, so that it can be transferred without compensation in accordance with KRS § 82.083(4)(b).

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PARK HILLS,  
KENTUCKY, AS FOLLOWS:**

**Section 1.** In accordance with KRS § 82.083(3), the City of Park Hills makes the following determinations:

1. The Surplus Real Property owned by the City of Park Hills is located on 1.454 acres along Amsterdam Road, Park Hills. A copy of the legal description for the Surplus Real Property is attached as Exhibit A, and incorporated herein by reference. The Quitclaim Deed conveying the Surplus Real Property is attached as **Exhibit B**, and also incorporated herein by reference.

2. The intended use for the Surplus Real Property at the time of its acquisition was for refurbishing and revitalizing the Surplus Real Property and the corresponding Amsterdam Road area.

3. It is in the public interest to dispose of the Surplus Real Property in order for Condoview, LLC to obtain the property and utilize it as part of the developer's commitment to reconfigure Amsterdam Road.

4. The 1.454 acres, described in Exhibit A, shall be transferred, without compensation, to Condoview, LLC, for economic development purposes pursuant to KRS § 82.083(4)(b), which include, but are not limited to, the reconfiguration of Amsterdam Road.

**Section 2.** The City Council of the City of Park Hills hereby declares the Surplus Real Property to be surplus property which may be transferred, sold, or otherwise conveyed in accordance with the provisions of KRS § 82.083(4).

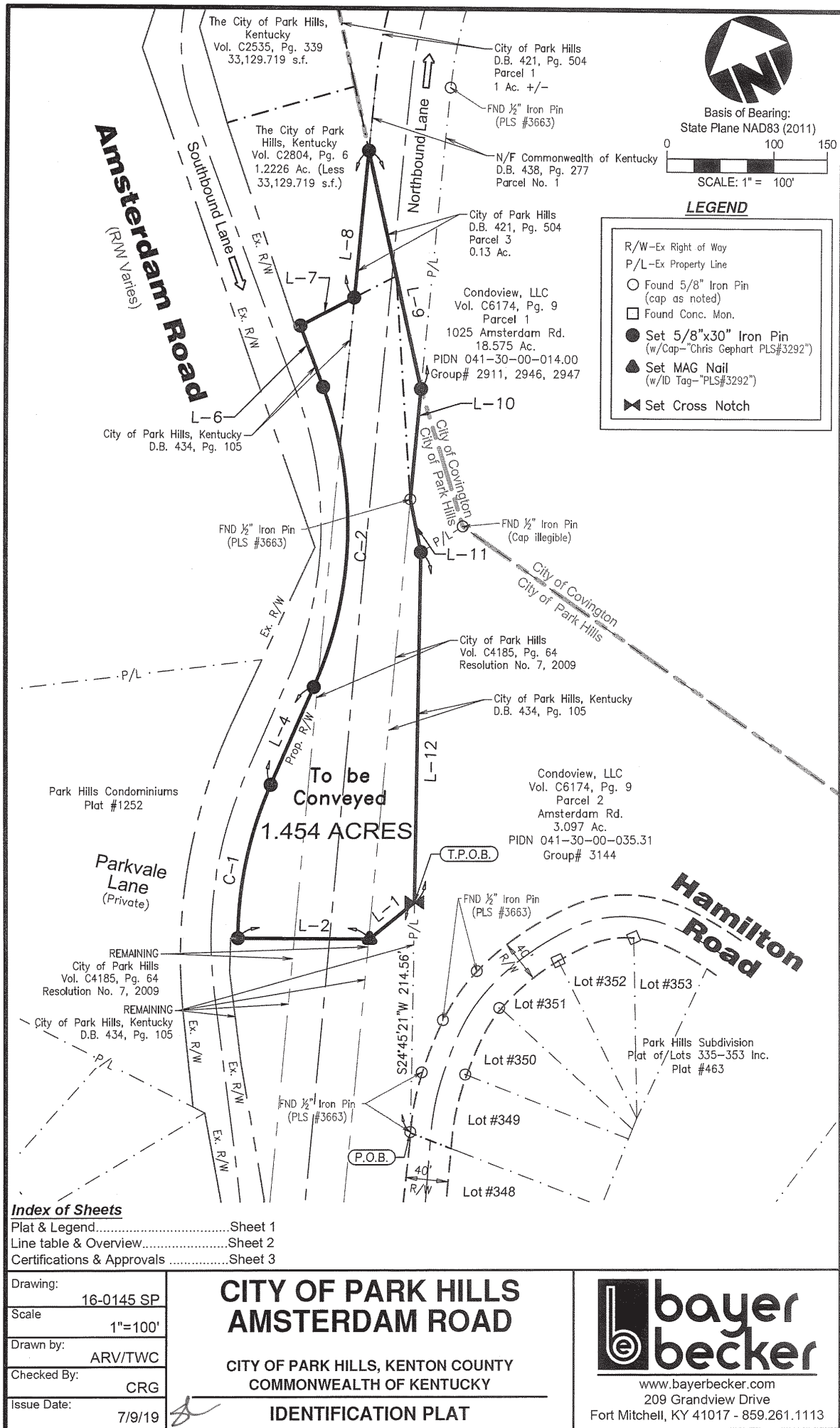
**Section 3.** The City Council of the City of Park Hills hereby authorizes the Mayor to execute the Quitclaim Deed attached as Exhibit B hereto in order to deed away the Surplus Real Property to Condoview, LLC.

**Section 4.** The City Council of the City of Park Hills hereby authorizes the Mayor or her designee, and other appropriate City officials, to amend, modify, execute and/or deliver any and all documents which are deemed necessary and advisable in order to complete the transaction authorized by this order and other actions as required under the Development Agreement with Condoview, LLC.

Adopted this \_\_\_\_ day of August, 2019.

\_\_\_\_\_  
Kathy Zembrodt, Mayor

Attested by: \_\_\_\_\_  
Julie Alig, City Clerk

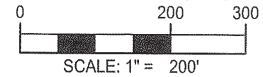


# CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	23°20'43"	362.50'	147.70'	N35°51'53"E 146.68'
C-2	44°18'12"	372.10'	287.72'	N25°23'08"E 280.61'

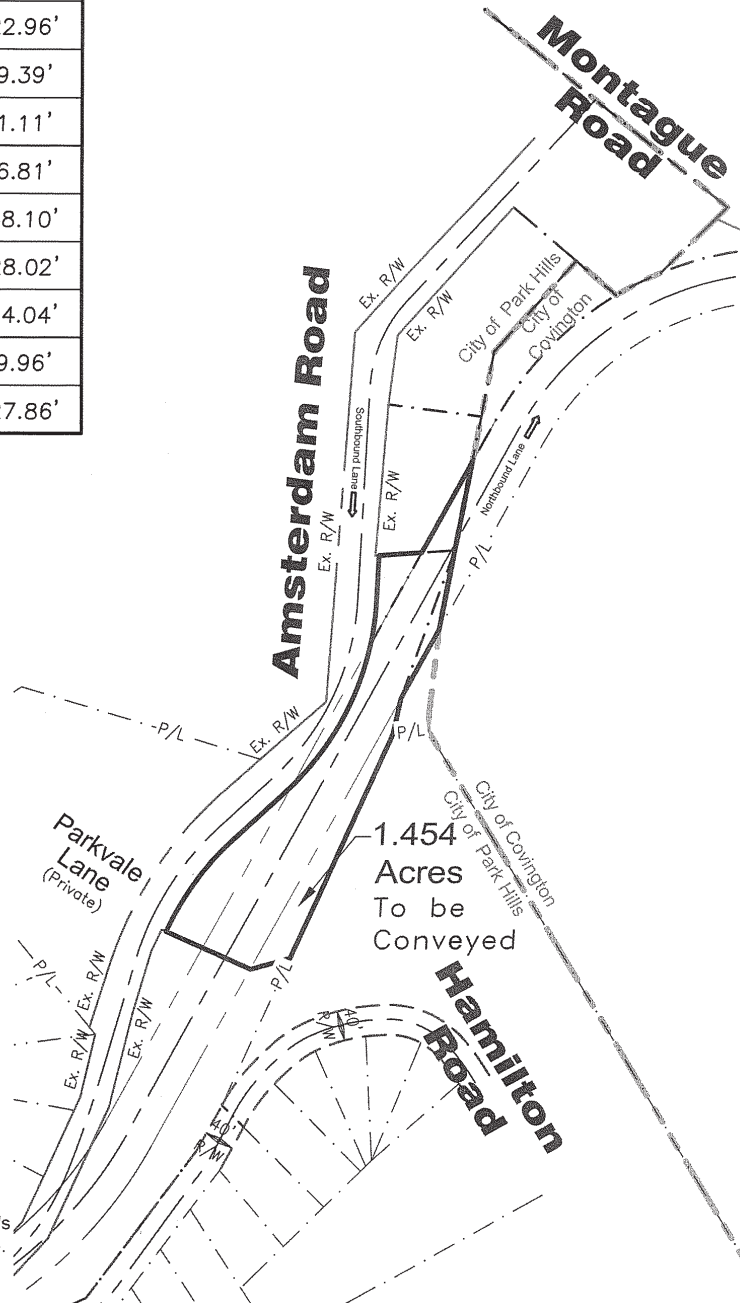


Basis of Bearing:  
State Plane NAD83 (2011)



# LINE TABLE

Line	Direction	Distance
L-1	S74°35'03"W	53.96'
L-2	N65°48'29"W	122.96'
L-4	N47°32'14"E	99.39'
L-6	N03°14'02"E	61.11'
L-7	N86°01'41"E	56.81'
L-8	N29°00'01"E	138.10'
L-9	S11°07'21"W	228.02'
L-10	S29°00'01"W	104.04'
L-11	S12°23'30"W	49.96'
L-12	S24°45'21"W	327.86'



## Notes:

- This plat is subject to all easements and rights-of-ways of record.
- All references are to the Kenton County Clerk's Records at Covington, unless noted otherwise.
- This plat represents a boundary survey and complies with 201 KAR 18:150.

Drawing:  
16-0145 SP  
Scale  
1"=200'  
Drawn by:  
ARV/TWC  
Checked By:  
CRG  
Issue Date:  
7/9/19

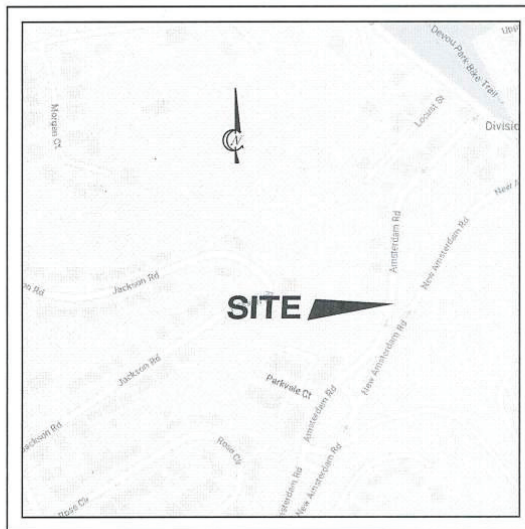
## CITY OF PARK HILLS AMSTERDAM ROAD

CITY OF PARK HILLS, KENTON COUNTY  
COMMONWEALTH OF KENTUCKY

## IDENTIFICATION PLAT



www.bayerbecker.com  
209 Grandview Drive  
Fort Mitchell, KY 41017 - 859.261.1113



**VICINITY MAP**  
(Not to Scale)

### **SURVEYOR'S CERTIFICATE**

I hereby certify that the survey depicted by this plat was done by persons under my direct supervision by the method of traverse with sideshots. The unadjusted precision ratio of the traverse was 1:49,615 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 NAD83 (2011) Kentucky State Plane Coordinates, North Zone (1601). 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. The completion date of the survey was July 3, 2019.

Signature Chris R. Gephart 7-9-19  
Chris R. Gephart, PLS#3292 in the Commonwealth of Kentucky



Date \_\_\_\_\_

### **OWNER'S 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 recorded in Volume C4185, Page 64, Deed Book 421, Page 504, & Deed Book 434, Page 105 of the Kenton County Clerk's Records at Covington.

Owner: City of Park Hills  
1106 Amsterdam Road  
Park Hills, Kentucky 41011

By: Kathy Zembrod  
Date: 7-9-19  
Printed Name: Kathy Zembrod  
Title: Mayor

### **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 10 day of July, 2019.

By: Paul J. Dampel  
Paul J. Dampel, Chair  
Chair, Kenton County Planning Commission

Note: This plat represents a boundary survey and complies with 201 KAR 18:150.	Owner: City of Park Hills 1106 Amsterdam Road Park Hills, Kentucky 41011	Client: City of Park Hills 1106 Amsterdam Road Park Hills, Kentucky 41011
Drawing: 16-0145 SP Scale: n/a Drawn by: ARV/TWC Checked By: CRG Issue Date: 7/9/19	<div style="text-align: center;"> <b>CITY OF PARK HILLS AMSTERDAM ROAD</b>   <b>CITY OF PARK HILLS, KENTON COUNTY COMMONWEALTH OF KENTUCKY</b>   <b>IDENTIFICATION PLAT</b> </div>	







*Where Creativity  
Meets Functionality*

**Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors**

DESCRIPTION: Amsterdam Road  
Proposed 1.454 Acres to be conveyed

LOCATION: Park Hills, Kentucky

DATE: June 27, 2019

Situated in the City of Park Hills, County of Kenton, Commonwealth of Kentucky, on the east side of Amsterdam Road (Southbound) and being part of a parcel conveyed to City of Park Hills in Deed Book 421, Page 504; part of a parcel conveyed to City of Park Hills, Kentucky in Deed Book 434, Page 105, and part of a parcel conveyed to City of Park Hills in Volume C4185, Page 64 of the Kenton County Clerk's Records at Covington, Kentucky and being more particularly described as follows:

Begin at a found 1/2" iron pin (PLS#3663) at the intersection of the existing westerly right of way line of Hamilton Road (40' R/W) with the westerly line of a 3.097-acre tract conveyed to Condoview, LLC as recorded in Volume C6174, Page 9, said iron pin being near the intersection of the northward projection of the common line of Lots 348 and 349 with the existing westerly right-of-way line of Hamilton Road as shown on Park Hills Subdivision, Plat of Lots 335 to 353 Inc. as recorded on Plat #463, thence, with the westerly line of said 3.097-acre Condoview, LLC tract, North 24° 45' 21" East, 214.56 feet to a set 5/8" iron pin and the TRUE POINT OF BEGINNING:

thence from the TRUE POINT OF BEGINNING thus found, departing the westerly line of said 3.097-acre tract, and with a new division line through said City of Park Hills, Kentucky the following two courses: South 74° 35' 03" West, 53.96 feet to a set 5/8" iron pin;

thence, North 65° 48' 29" West, 122.96 feet to a set 5/8" iron pin;

thence, with a line parallel to, and 25 feet east of, the proposed centerline of Amsterdam Road (to be reconstructed) the following four courses: along a curve to the right, having a central angle of 23° 20' 43", a radius of 362.50 feet, an arc length of 147.70 feet, and a chord bearing North 35° 51' 53" East, 146.68 feet to a set 5/8" iron pin;

thence, North 47° 32' 14" East, 99.39 feet to a set 5/8" iron pin;

thence, with a curve to the left, having a central angle of 44° 18' 12", a radius of 372.10 feet, an arc length of 287.72 feet, and a chord bearing North 25° 23' 08" East, 280.61 feet to a set 5/8" iron pin;

thence, North 03° 14' 02" East, 61.11 feet to a set 5/8" iron pin on the southerly line of a 1.2226-acre tract conveyed to The City of Park Hills, Kentucky in Volume C2804, Page 6, also being the northwesterly corner of City of Park Hills, Kentucky as recorded in Deed Book 434, Page 105;

thence, with the south line of said 1.2226-acre tract and with the north line of said City of Park Hills, Kentucky as recorded in Deed Book 434, Page 105, North 86° 01' 41" East, 56.81 feet to a set 5/8" iron pin on the west line of Parcel No. 1 (former right-of-way parcel) conveyed to City of Park Hills in Volume C4185, Page 64;

thence, with the common line of said 1.2226-acre tract and said Parcel No. 1, North 29° 00' 01" East, 138.10 feet to a set 5/8" iron pin on an existing East corporation line of the City of Park Hills, Kentucky;

thence, departing the easterly line of said 1.2226-acre tract and with said corporation line and with a new division line through said Parcel No. 1, South 11° 07' 21" West, 228.02 feet to a set 5/8" iron pin on the East line of said Parcel No. 1, the same being on the west line of a 18.575-acre tract conveyed to Condoview, LLC in Volume C6174, Page 9;

6900 Tylersville Road, Suite A  
Mason, OH 45040  
513-336-6600

110 South College Ave, Suite 101  
Oxford, OH 45056  
513-523-4270

1404 Race Street, Suite 204  
Cincinnati, OH 45202  
513-834-6151

209 Grandview Drive  
Fort Mitchell, KY 41017  
859-261-1113

<http://www.bayerbecker.com>

thence, departing said corporation line, and with the common line of said Parcel No. 1 and said 18.575-acre tract, South 29° 00' 01" West, 104.04 feet to a found 1/2" iron pin (PLS#3663);

thence, departing said Parcel No. 1 and with the common line of said 18.575-acre tract and the City of Park Hill, Kentucky as recorded in Deed Book 434, Page 105, South 12° 23' 30" West, 49.96 feet to a set 5/8" iron pin at a common west corner of the above mentioned 18.575-acre and 3.097-acre Condoview, LLC tracts;

thence, with the common line of said 3.097-acre tract and City of Park Hills, Kentucky as recorded in Deed Book 434, Page 105, South 24° 45' 21" West, 327.86 feet to the TRUE POINT OF BEGINNING.

Containing 1.454 acres of land, and subject to all easements and rights of ways of record.

All set corners are 5/8" x 30" iron pins with a plastic cap stamped "Chris Gephart PLS 3292" unless otherwise noted. The reference meridian is based on NAD83 (2011) Kentucky State Plane coordinates, North Zone (1601).

The above description was prepared from a survey completed on June 21, 2019 under the direction of Chris R. Gephart, Licensed Professional Land Surveyor #3292 in the Commonwealth of Kentucky

Prior Instrument Reference: Deed Book 421, Page 504, Deed Book 434, Page 105 &  
Volume C4185, Page 64.



After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS CONVEYANCE IS EXEMPT FROM TRANSFER TAX PURSUANT TO K.R.S. 142.050(7)(b), AS A TRANSFER OF TITLE FROM ANY CITY WITHIN THE COMMONWEALTH OF KENTUCKY.**

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is made and entered into this \_\_\_\_ day of July, 2019, by and between the City of Park Hills, Kentucky, a/k/a The City of Park Hills, Kentucky, a municipal corporation and city of the home rule class, having a mailing address of 1106 Amsterdam Road, Park Hills, Kentucky 41011 (“**Grantor**”), and CondoView LLC, a Kentucky limited liability company, having a mailing address of 8044 Montgomery Road, Suite 300, Cincinnati, Ohio 45236 (“**Grantee**”).

**Pursuant to KRS 382.135(1)(d), the in-care-of address to which the property tax bill for the year in which the property is transferred shall be sent is CondoView LLC, 8044 Montgomery Road, Suite 300, Cincinnati, Ohio 45236.**

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby quitclaim in fee simple to Grantee, its successors and assigns forever, the following described real estate:

**SEE THE LEGAL DESCRIPTION IN ATTACHED EXHIBIT A AND THE IDENTIFICATION CONVEYANCE PLAT IN ATTACHED EXHIBIT B, BOTH INCORPORATED HEREIN BY REFERENCE.**

PIDN: \_\_\_\_\_

Group: \_\_\_\_\_

Prior Deed References: Being a portion of the same property conveyed to Grantor from The Cincinnati, Newport and Covington Railway Company by deed dated August 21, 1953, and recorded August 29, 1953 in **Book 421, Page 504**, and being a portion of the same property conveyed to Grantor from Grace D. Lee, Trustee and Executrix, by deed dated January 14, 1955, and recorded February 18, 1955 in **Book 434, Page 105**, and being a portion of the same property conveyed to Grantor from Commonwealth of Kentucky Transportation Cabinet by deed dated May 27, 2009, and recorded December 9, 2009, in **Book C-4185, Page 64**, all in the records of the Kenton County Clerk’s office in Covington, Kentucky.



**GRANTOR:**

City of Park Hills, Kentucky,  
a municipal corporation and city of  
the home rule class

By: \_\_\_\_\_  
Kathy Zembrodt, Mayor

**GRANTEE:**

CondoView LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Commonwealth of Kentucky )  
 )  
County of Kenton )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of July, 2019, by Kathy Zembrodt, the Mayor of the City of Park Hills, Kentucky, a municipal corporation and city of the home rule class, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Commonwealth of Kentucky )  
 )  
County of Kenton )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of July, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of CondoView LLC, a Kentucky limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**This instrument prepared by:**

\_\_\_\_\_  
Timothy Lynch, Esq.  
Hemmer DeFrank Wessels PLLC  
250 Grandview Drive, Suite 500  
Fort Mitchell, KY 41017

**EXHIBIT A**

LEGAL DESCRIPTION

**EXHIBIT B**

IDENTIFICATION CONVEYANCE PLAT