

ORDINANCE NO. 3, 2019

AN ORDINANCE AMENDING THE CITY OF PARK HILLS, KENTUCKY'S ANNUAL BUDGET
 FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019 BY ESTIMATING REVENUES AND RESOURCES
 AND BY APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.

WHEREAS, a budget amendment ordinance has been prepared and delivered to City Council; and
 WHEREAS, City Council has reviewed such budget amendment and made necessary modifications,
 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY,
 That the annual budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019 is hereby amended as follows:

	General Fund		Vehicle Fund		Municipal Road		Road Tax		Creighton Fund		Capital Improvement		Tree Board	
Resources Available:														
Fund Balance Carried Forward	\$955,404	\$1,044,315	\$83,829	\$79,217	\$59,328	\$61,401	-\$26,851	-\$1,845	\$32,375	\$72,224	60,519	60,983	1268	1,774
Estimated Revenues			25,000	17,450	57,000	57,000			45,000	136,622				600
Real Estate Taxes	407,000	411,200					300,000	305,126						
Personal Property Taxes	55,000	55,000												
Franchise Fees	54,000	54,000												
Delinquent Taxes	5,000	3,700												
Municipal Insurance Tax	420,000	420,000												
Payroll Tax	190,000	200,000												
Gross Receipts Tax	70,000	40,000												
Police Incentive Pay	28,000	28,000												
Occupational License Fees/Permits	20,000	15,000												
Beer and Liquor Licenses	1,775	1,775												
Trash Collection Fees	195,000	198,100												
Police Fines	4,000	175												
Animal Licenses	4,400	1,135												
Yard Sale Permits	400	110												
Law Enforcement Fees	5,000	5,561												
Code Enforcement Fines	4,000	8,214												
Interest Income	7,000	9,200	500	500	750	750	800	800	0	1,500			0	15
Creighton Revenue	0	0												
Misc Revenue	4,000	4,100												
Misc Police Revenue	700	375												
Tangible Property Tax	20,000	13,600												
Permit Fees	200	0												
Tax Overpayments	0	0												
Loan Proceeds	0	0					840,000	600,581						
Transfer from other fund		0									78,000	84,354		

Page 2	General Fund		Vehicle/Road Maint		Municipal Road		Road Tax		Creighton Fund		Capital Improvement		Tree Board	
Reimbursement from Utilities	0	0			0	59,460	186,500	93,378						
Road Fund Administration	5,000	5,000												
Vehicle Fee Administration	4,000	4,000												
Municipal State Aid Administration	2,000	2,000												
Leaf Pickup	1,400	2,345												
Bromley Contract	100,000	100,000												
Total Estimated Revenues	1,595,575	1,582,590	25,500	17,950	57,750	117,210	1,327,300	999,885	45,000	138,122.00	78,000	84,354	0	615
Total Resources Available	2,550,979	2,626,905	109,329	97,167	117,078	178,611	1,300,449	998,040	77,375	210,346.00	138,519	145,337	1268	2,389
Appropriations:														
General Admin.	146,756	143,239									5,000	0		
Public Works	99,722	96,063									5,000	341		
Police Department	696,415	660,266									5,000	1,932		
Fire Rescue	146,394	138,388									5,000	0		
Creighton	0	0							—20,000	131,264				
City/Maint. Bldgs	14,500	2,462												
Utilities	37,700	39,700												
Capital Improvements	100,000	128,059	30,000	590	0	331	1,030,500	379,530						
Contract Services	449,396	416,118												
City Engineer					10,000	3,000								
Snow Removal/Salt					6,000	6,551								
Road Projects/Repair/Replace			20,000	10,669	95,000	1,273	0	275,841						
Lights and Sidewalk			20,000	270										
Administrative			4,000	4,000	2,000	2,000	5,000	5,000						
Lighting														
Cameras														
Sign														
City Owned Property/Planting														
Crack Sealing														
Mill & Overlay														
Loan Payments							260,000	175,596						
Radios			0						6,000	6,354	101,000	102,487		
Misc			0	364				215						
Total Appropriations	1,690,883	1,624,295	74,000	15,893	113,000	13,155	1,295,500	836,182	35,000	137,618	121,000	104,760	0	0
Excess Rev. over/under expend	-95,308	-41,705	-48,500	2,057	-55,250	104,055	31,800	163,703	10000	504	-43,000	-20,406	1268	2,389
Estimated Year End Fund Balances	860,096	1,002,610	35,329	81,274	4,078	165,456	4,949	161,858	42375	72,728	17,519	40,577	1268	2,389

ATTEST:

Mayor, Kathy Zembrodt

City Clerk

First Reading: _____

Second Reading: _____

CITY OF PARK HILLS 2018-2019 Budget

ORDINANCE NO. 4, 2019

AN ORDINANCE ADOPTING THE CITY OF PARK HILLS, KENTUCKY'S ANNUAL BUDGET FOR THE FISCAL YEAR YEAR JULY 1, 2019 AND ENDING JUNE 30, 2020
BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT

WHEREAS, A BUDGET ORDINANCE HAS BEEN PREPARED AND DELIVERED TO THE CITY COUNCIL, AND

WHEREAS, CITY COUNCIL HAS REVIEWED SUCH BUDGET ORDINANCE AND MADE NECESSARY MODIFICATIONS

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

THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

	General Fund	Restricted Municipal Aid	Restricted Road Fund	Restricted Creighton Fund	Capital Improvement Fund	Vehicle Fund
Resources Available						
Beginning Fund Balance	1,002,610	165,456	161,858	72,728	40,577	81,274
Estimated Revenues				43,000		
Taxes Total	1,276,000					
Fines and Fees Total	434,389					
Misc Total	3,700					
Sale of Property	100,000					
Municipal Aid Income	2,000	59,533				
Road Tax Income	5,000		305,000			
Vehicle Fee	4,000		-			25,000
Loan Proceeds			550,000			
REIMB FROM SD 1 - ROAD FUND			255,000			
REIMB FROM NKWD						
Transfer in From General Fund					40,000	
Transfer in from Vehicle Fund						
Interest on Account	12,000	700	700			300
Total income including beginning funds	2,839,699	225,689	1,272,558	115,728	80,577	106,574

**CITY OF PARK HILLS
2018-2019 Budget**

	General Fund	Restricted Municipal Aid	Restricted Road Fund	Restricted Creighton Fund	Capital Improvement Fund	Vehicle Fund
Expense						
Transfer to Road Fund		-				
Administration fee		2,000	5,000			4,000
City Eng						
Snow Removal/Salt		6,000				
Road Repair		37,600	600,000			
Crack Seal			20,000			
Signs						2,000
Debt Service Road Loan			300,000			
Mill and Overlay		100,000	-			
Lights and sidewalks		80,000				20,000
New Radio System	-					
ADMINISTRATION						
Total ADMINISTRATION	148,186				5,000	
PUBLIC WORKS						
Total PUBLIC WORKS	99,222				4,659	
POLICE DEPARTMENT						
Total POLICE DEPARTMENT	710,103				3,068	
FIRE DEPARTMENT						
Total FIRE DEPARTMENT	150,147				5,000	
CREIGHTON FUND						

**CITY OF PARK HILLS
2018-2019 Budget**

	General Fund	Restricted Municipal Aid	Restricted Road Fund	Restricted Creighton Fund	Capital Improvement Fund	Vehicle Fund
MISC CREIGHTON EXP.				29,000		
Total CREIGHTON FUND						
UTILITIES						
Total UTILITIES	37,700					
CITY/MAINTENANCE BUILDINGS						
Total CITY/MAINTENANCE BUILDINGS	19,000					
Transfer to CIF	41,000					
SIGN REPLACEMENT						
FUTURE CAPITAL IMPROVEMENTS						
Total CAPITAL IMPROVEMENT						
959 · CONTRACTS/OTHER-SVC & AGENCIES						
Total 959 · CONTRACTS/OTHER-SVC & AGENCIES	449,559					
Total Expense	1,654,917	225,600	925,000	29,000	17,727	26,000
Net Ordinary Income	1,184,782	89	347,558	86,728	62,850	80,574
	-	-	-		-	
Ending Fund Balance	1,184,782	89	347,558	86,728	62,850	80,574

ATTEST:

City Clerk

Date

Mayor, Kathy Zembrodt

ORDINANCE NO. 5, 2019

AN ORDINANCE OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, AMENDING § 51.09 OF THE CODE OF ORDINANCES TO SET THE TRASH COLLECTION CHARGE FOR THE FISCAL YEAR 2019-2020

WHEREAS, in 2016, the City entered into a new contract with Rumpke of Kentucky, Inc. for the purposes of waste and recycling collection in the City;

WHEREAS, based on the terms of its contract with Rumpke of Kentucky, Inc., the City desires to amend its Garbage Collection ordinance to reflect the new charge for trash collection for the fiscal year 2019-2020.

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

SECTION 1

Section 51.09 of the Park Hills Code of Ordinances is amended as follows:

§ 51.09 Cost

(A) Effective July 1, [~~2016~~], 2019, all residents of the city shall pay [~~\$175.80~~] \$192.24 per year per residential unit for the collection and removal of garbage, trash, refuse, and recyclables from each resident's premises once a week.

(B) Payment shall be made by each resident to the Clerk/Treasurer upon receipt of a bill for same between September 1 and September 30, and the city shall act as collecting agent of said garbage assessments payments for the payment of the contract carrier(s) collecting and removing the garbage, trash, refuse, and recyclables from city residents.

(C) All trash, garbage, and recyclables shall be collected and removed from the premises of the residents of city as prescribed in this chapter.

(D) Business houses (and certain designated apartments or multiple-dwelling units) in the city shall have their garbage, trash, refuse, and recyclables collected and removed from their premises at their own cost, and may do so either through the garbage collection agencies of the city or by private contract, but their garbage, trash, refuse, and recyclables shall be removed from the city each week to protect the health, safety, and general welfare of the city.

(E) This section shall be in effect for the period from July 1, [~~2014~~] 2019 through June 30, [~~2017~~] 2020.

(F) Each residence unit, whether a single apartment or single unit within a multiple-dwelling unit of any like dwelling unit, shall be considered a resident user of

the garbage, trash, refuse, and recyclables collection(s), and each shall pay the required garbage, trash, refuse, and recyclables collection fee to the city under this section, except where exempted by specific action of the City Council.

SECTION 2

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

SECTION 3

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 4

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

ER READING: _____

SECOND READING: _____

PUBLICATION: _____

RESOLUTION NO. 11, 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 May, 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 during said term by providing at least one hundred twenty (120) days' written 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 within one year of the date of this Agreement.

(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 shall 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, which shall be conducted in coordination with the administration of Covington Catholic.

(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 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 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, Park Hills may terminate this Agreement in accordance with Section I above. In no event shall Covington Catholic's annual financial obligation exceed \$42,000.

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 agree to obtain the 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 sixty (60) calendar days of such dismissal, resignation or replacement. If no

replacement is found within sixty (60) days, the Agreement shall terminate with no further financial obligation to either party.

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: _____
Bob Rowe, Principal

MUNICIPAL ORDER NO. 4, 2019

A MUNICIPAL ORDER DECLARING THE PROPERTIES LOCATED AT 1011 AMSTERDAM ROAD, 1013 AMSTERDAM ROAD, AND 937 MONTAGUE ROAD SURPLUS PROPERTY; AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE QUITCLAIM DEEDS TRANSFERING THE PROPERTIES IN ACCORDANCE WITH KRS §82.083(4)(b).

WHEREAS, the City of Park Hills owns property located at 1011 Amsterdam Road, 1013 Amsterdam Road, and 937 Montague Road (the “Surplus Real Properties”);

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 convey to Condoview, LLC, parcels adjacent to Amsterdam Road and integral to the successful completion of the Development, including 1011 Amsterdam Road and 1013 Amsterdam Road;

WHEREAS, the City of Park Hills now wishes to convey to Condoview, LLC, property located at 937 Montague Road;

WHEREAS, the Properties are no longer needed by the City of Park Hills and the City of Park Hills now desires to declare the Surplus Real Properties to be surplus property, so that they can be transferred with or 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 Properties owned by the City of Park Hills are located at 1011 Amsterdam Road, 1013 Amsterdam Road, and 937 Montague Road. A copy of the legal descriptions for the Surplus Real Properties are included in the respective Quitclaim Deeds for the Surplus Real Properties, which are attached hereto as “Exhibit A,” and incorporated herein by reference.

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

3. It is in the public interest to dispose of the Surplus Real Properties in order for Condoview, LLC to obtain the properties and utilize them as part of the developer’s commitment to reconfigure Amsterdam Road.

4. 1011 Amsterdam Road and 1013 Amsterdam Road shall be transferred, with compensation to the City of Park Hills in the amount of \$100,000, for economic development purposes pursuant to KRS §82.083(4)(b), which include, but are not limited to, the reconfiguration of Amsterdam Road.

5. 937 Montague Road shall be transferred, without compensation, 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 Properties 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 Deeds attached as “Exhibit A” hereto in order to deed away the Surplus Real Properties 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 May, 2019.

Kathy Zembrodt, Mayor

Attested by: _____
Julie Alig, City Clerk

EXECUTIVE ORDER NO. 5, 2019

AN EXECUTIVE ORDER OF THE MAYOR OF THE CITY OF PARK HILLS IN KENTON COUNTY, KENTUCKY, ESTABLISHING A PURCHASING PROCEDURE FOR THE PROCUREMENT OF GOODS AND SERVICES BY THE CITY OF PARK HILLS

Kathy Zembrodt, as Mayor of the City of Park Hills, adopts the procurement policy attached as Exhibit "A" as the official procedure for the procurement of goods and services under \$30,000.01.

This Executive Order repeals and replaces Executive Order No. 2, 2017

Kathy Zembrodt, Mayor

Date: _____

**CITY OF PARK HILLS
PROCUREMENT POLICY**

(Small Purchases Procedures, sums up to \$30,000)

\$0 - \$500 Purchases

- The purchase of any item \$500.00 or less is handled by the individual department heads through petty cash, credit card, or open vendor charge. The individual Department Heads reserve the right to reduce the upper limit of this category to an amount lower than \$500 for their respective departments.

\$500.01 - \$3,000 Purchases

- For purchases of \$500.01 - \$3,000.00, at least three oral quotes are required and can be done over the telephone. These quotes need to be recorded by the department making the purchase. Documentation regarding quotes should be retained by the requesting department for 18 months. This is subject to review by general government staff as well as auditors.
- When three quotes have been received, the individual can choose a vendor and fill out an electronic memorandum outlining the quotes and a short explanation of why the vendor was chosen. This will be to the Department Head for approval. **This must be done before the purchase has been made.**
- The Department Head can then approve the Purchase Requisition or deny it. If approved the purchase can be made.
- When purchased item(s) come in, send the invoice to the City Clerk with required signatures from the Department Head and/or Mayor.

\$3,000.01 - \$10,000 Purchases

- For purchases of \$3001.01 - \$10,000, at least three quotes are needed in writing and sent from the vendor.
- An electronic memorandum from the department making the purchase should outline the three quotes received, the vendors they were received from, and an explanation of which vendor was chosen and why. This will be sent to the Department Head for approval. **This must be done before the purchase has been made.**
- The Department Head can then approve the purchase or deny it. If approved, the purchase can be made. A copy of all three quotes should be attached to the request.
- When purchased item(s) come in, send the invoice to the City Clerk with required signatures for the Department Head and/or Mayor.

\$10,000.01 - \$30,000 Purchases

- For purchases of \$10,000.01 - \$30,000 the Department Head shall have a meeting with the Mayor to determine whether it is required or would be advantageous to the city to utilize the statutory sealed bid process. If the purchase is not opened to the bidding process, the same

procedures as purchases of \$3,000.01 - \$10,000.00 will be in effect. If the purchase is opened to the bidding process, the same procedures as purchases of \$3,000.01 - \$10,000.00 will be in effect after all bids have been received.

- An electronic memorandum from the department making the purchase should outline the minimum of three quotes/bids received, the vendors they were received from, and an explanation of which vendor was chosen and why. This will be sent with the Purchase Requisition to the Department Head for approval. **This must be done before the purchase has been made.**
- The Department Head can then approve the purchase or deny it. If approved, the purchase can be made. A copy of all three quotes/bids should be attached to the request.
- When purchased item(s) come in, send the invoice to the City Clerk with required signatures from the Department Head and/or Mayor.

Emergency Purchases

- In emergency cases, an invoice must be submitted by the next business day after the purchase was made to the Department Head or designee. Any such purchases will require the additional approval of the Mayor.

Annual Purchases/Supplies

- Annual purchases and recurring supplies shall be defined as any items whose cumulative purchase from the same vendor for one year that exceeds the limit of \$500.01, requiring small purchasing procedures.
 - Such items will require a price check once per year and the Department Head signature.
 - Examples include gasoline, auto repairs, maintenance contracts, etc.

Other Procedures

- No purchases should be authorized from a vendor prior to the purchase being approved unless and emergency situation arises where time does not allow for the completion of small purchasing procedures. If a purchase is made without following the proper purchase procedures, the person making the purchase must meet with the Mayor before payment is made. If the purchase order is not approved by the Mayor, a payment may not be made by the city to the vendor. If the Department Head sees that this is happening, it is their responsibility to address and/or report it to the Mayor.
- Any purchase that includes two or more items that exceeds the limits requiring small purchases procedures cannot be split in two or more separate purchases. Example: If 5 computer monitors are needed for \$750, the purchase cannot be broken into 5 separate purchases for \$150 apiece to avoid small purchases procedures. The purchase will require small purchase procedures for the \$500.01 - \$3000.00 range.
- Procurement procedures for professional services will be handled on a case by case basis and a decision will be made by the Mayor. "Professional services" shall be defined by KRS 413.245 as

“any service rendered in a profession required to be licensed, administered and regulated as professions in the Commonwealth of Kentucky...”

- Items can use state and/or county pricing if applicable.
- After a purchase has been approved by the Department Head, the purchase request shall be filed until the invoice for the item(s) arrives. Then the invoice will be attached to the request and receive the appropriate authorized signatures and given to the City Clerk to be processed.
- No Department can enter into a Lease Purchase Agreement without the approval of the Mayor. After review, the Mayor may sign the agreement.
- Vendor Performance
 - If the vendor is non-compliant, the Department Head and/or Mayor and/or City Clerk shall take all necessary steps to ensure that the vendor becomes compliant including, but not limited to: litigation, arbitration, mediation, and/or claims against performance bonds.
 - If after reasonable efforts to secure vendor compliance, the vendor is still non-compliant, the Mayor can void the contract and pursue other vendors.

Exceptions

- The only exception to small purchases procedures will be items where a bid is not practical and/or possible. Examples of such items would include utilities, payroll, postage, etc., when there is only one vendor for a particular item or when only one (1) is available to handle.

Department Head Responsibilities

- It shall be the responsibility of the City Clerk to:
 - Process all invoices promptly upon receipt.
 - Never pay a vendor from a statement or quote
 - Ensure that all invoices are accompanied by detailed and appropriate documentation.
 - Many vendors charge late payment fees and interest, especially through credit cards. Department budgets will be charged with any such fees imposed by the vendor due to invoices not being processed on time.
 - Credit card purchases should be processed at the time of purchase, not at the time the statement is received.
 - Checks are processed once every other week, usually on Mondays. Therefore, make every attempt to process requests for any items purchased during the week no later than at the close of business on Fridays before Monday purchase request(s) are processed.

It is the responsibility of the Department Head to ensure that all necessary steps have been taken in the purchasing process before the purchase order is signed.

**CITY OF PARK HILLS
EXECUTIVE ORDER NO. 6, 2019**

**AN EXECUTIVE ORDER APPOINTING TED EDDINGTON AS
A SCHOOL RESOURCE OFFICER (SRO) FOR COVINGTON CATHOLIC
HIGH SCHOOL**

WHEREAS, there is a need for an SRO for Covington Catholic High School, and

WHEREAS, Chief Cody Stanley of the Park Hills Police Department has recommended the need be filled by the appointment of Ted Eddington.

BE IT ORDERED that Ted Eddington is hereby appointed by Mayor, Kathy Zembrodt as an SRO for Covington Catholic High School effective May 1, 2019.

Signed this 13th day of May, 2019

Kathy Zembrodt, Mayor

ATTEST:

City Clerk