

ORDINANCE NO. 9, 2018

AN ORDINANCE OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES TO REQUIRE THE TREE BOARD TO DEVELOP AN ANNUAL PLAN FOR THE CARE, PRESERVATION, PRUNING, REPLANTING, REMOVAL, OR DISPOSITION OF PARK TREES AND STREET TREES.

WHEREAS, the City Council recognizes that the City of Park Hills does not have the budgetary capacity to monitor the health of every single City tree;

WHEREAS, the City Council, nevertheless, desires to implement a tree inventory process to develop a prioritized list of trees that must be removed for the safety of Park Hills residents;

WHEREAS, the City Council, supports the values of being A Tree City USA and is committed to maintain, increase and improve the Tree Canopy of the City. A healthy Tree Canopy supports the beauty and quality of life in the City, while reducing energy costs and increasing property values;

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

SECTION 1

§30.043 CONSERVATION/TREE BOARD, shall be amended as follows:

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PARK TREES. Trees, shrubs, bushes, and all other woody vegetation in public parks having individual names, and all areas owned by the City or to which the public has free access as a park.

STREET TREES. Trees, shrubs, bushes, and other woody vegetation on land lying in rights-of-way on either side of all streets, avenues, or ways within the City.

(B) *City Tree Board.* There is hereby created and established a Tree Board which shall have a membership of up to seven persons, each of whom shall be a citizen and resident of the city. A Chairperson and the members shall be appointed by the Mayor with the approval by the Council.

(C) *Term of office.* The term of office of the members of the Tree Board shall be two years. In the event a vacancy occurs during the term of any member, a successor shall be appointed for the unexpired portion of the term by the Mayor with the approval of Council.

(D) *Compensation.* Members of the Tree Board shall serve without compensation.

(E) *Plan.* A plan submitted to council by the Tree Board for review and approval.

(F) *City provides the Plan funding.*

(1) It shall be the responsibility of the Tree Board to study, investigate, counsel, develop, and update annually, and administer a written plan for the care, preservation, pruning, replanting, removal, or disposition of park trees and street trees.

(2) Such plan will be presented annually to the City Council with budget and, upon its acceptance and approval, shall constitute the official comprehensive tree plan for the City.

(3) The Board, when requested by the City, shall consider, investigate, make findings, report, and recommend upon any special matter or question coming within the scope of its work.

(4) The Board shall authorize periodically an inventory utilizing a certified arborist to identify as many park trees and street trees as allowed by time and budget, for the purpose of creating a list of park trees and street trees to be removed and replanted based on priority (the "Tree Inventory"). The Board's annual plan shall include the Tree Inventory. The Tree Inventory shall identify the problem(s) associated with the park and/or street tree(s) as follows:

Tree Problem Key	
1	Dead or Dying
2	Cavity or Decay
3	Pest Problem
4	Poor Structure
5	Exotic Invasive Species
6	Other

(5) The Tree Board shall have the ability to contract with consultants, experts and certified arborists to assist the Tree Board in identifying tree problems and to assist in the development of the comprehensive plan.

The City Council's acceptance and approval of the Board's annual plan shall include a determination, based on the budget and the recommendations of the Board, as to what park and/or street tree(s), if any, shall be removed during the following year.

(G) Procedure and rules.

(1) The Board shall, with the exception of the office of Chairperson, choose its own officers, make its own procedural rules and regulations, and keep a journal of its activities.

(2) A majority of the members shall be a quorum for the transaction of business.

(H) Maintenance.

(1) The City shall have the right, but not the duty to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, and public grounds as may be necessary to ensure public safety or preserve or enhance the symmetry and beauty of such public grounds.

(2) The Tree Board may order to be removed any tree or part thereof which is in an unsafe condition, or which by reason of its nature, is injurious to sewers, electric power lines, gas lines, injurious fungus, insects, or other pests. The enforcement of such removal, replanting, pruning will be the responsibility of the City either an employee, officer or official and not the Tree Board.

(I) *Topping.*

(1) It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. **TOPPING** is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree as to remove the normal canopy and disfigure the tree.

(2) Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempt from this section at the determination of the Tree Board.

(J) *Owner's duties.*

(1) Every owner of any tree overhanging any street or right-of-way within the city shall prune the branches, so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the street or sidewalk.

(2) Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs at the owners expense which constitute a menace to the safety of the public.

(3) The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with the visibility of any traffic control device or sign.

(4) The City shall have the right to cause the replanting of a dead or diseased tree on any street or right-of-way which has been removed for any reason. The replanting of any tree must comply with the City Tree Board's list of approved trees. Park Trees and Street Trees removed must include all parts of the tree including the removal of the tree stump. The replacement tree must be planted at or within five feet of the removed Park or Street Tree.

(K) *Removal.* The City shall have the right to cause the removal of any dead or diseased trees on private property including within abutting rights-of-way within the City when such trees constitute a hazard to life and property, or harbor insects or disease constituting a potential threat to other trees, property, or persons within the City. The trees constitute an imminently dangerous condition and may be removed pursuant to the provision set forth in § 91.25(A). Park Trees and Street Trees removed must be replanted within one year and replanted from the Tree Board's list of approved trees. The City shall have the right to cause the replanting of such trees.

(L) *Interference prohibition.* It shall be unlawful for any person to prevent, delay, or interfere with the Tree Board or any of its agents or servants while engaging in and

about the planting, cultivating, mulching, pruning, spraying, or removing of any street tree, park trees, or trees on private grounds as authorized in this section.

(M) *License required.*

(1) It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street or park trees within the City without first applying for an occupational license.

(2) No license shall be required of any public service company or City employee doing such work in the pursuit of his, her, or its public service endeavors. Public service company or City employee must comply with this or any City ordinances.

(3) Before any license is issued, each applicant shall first file evidence or possession of liability insurance in the minimum amounts of \$25,000 for bodily injury and \$10,000 property damage indemnifying the City of any person injured or damaged resulting from the pursuit of such endeavors as herein described.

(N) *Review.* The Council shall have the right to review the conduct, acts, and decisions of the Tree Board. Any person may appeal from any ruling or order of the Tree Board to the Council who may hear the matter and make the final decision.

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.

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: _____

CITY OF PARK HILLS, KENTUCKY

RESOLUTION NO. 3, 2019

A RESOLUTION OF THE CITY OF PARK HILLS, KENTUCKY DECLARING THE NEED FOR THE KENTUCKY GENERAL ASSEMBLY TO IDENTIFY THE KENTUCKY PENSION CRISIS AS A TOP PRIORITY DURING THE 2019 SESSION

WHEREAS, stability of the County Employees Retirement System is a critical priority for all cities and taxpayers in the Commonwealth of Kentucky; and

WHEREAS, the City of Park Hills has seen significant increases in pension expenditures each fiscal year; and

WHEREAS, we have discussed our concerns with our local legislators and voiced the negative impact that the substantial increases in the Actuarily Required Contributions will have on services and tax rates; and

WHEREAS, we respectfully request that any increases in the Actuarily Required Contributions assessed to the participants in County Employees Retirement Systems be phased in over a ten-year period; and

WHEREAS, we respectfully request that that any increases in the Actuarily Required Contributions assessed to the participants in County Employees Retirement Systems (CERS) be capped at 12% annually during the minimum ten-year phase in period; and

WHEREAS, we respectfully request that an Experience Study on CERS be completed after the one-year implementation period of a new pension plan has passed; and

WHEREAS, we respectfully request that the Kentucky Retirement Systems Board be restructured to allow for weighted voting thereby allowing members appointed to represent the cities and counties greater control in making decisions related to the County Employees Retirement System until the separation study is completed; and

WHEREAS, we respectfully request that the General Assembly commission a two-year study to assess the validity of separating the County Employees Retirement System (CERS) from the Kentucky Employees Retirement System (KERS) to ensure the system remains free of political influence, regardless of futures administrations; and

WHEREAS, the City of Park Hills calls upon the General Assembly to enact legislation to enable Kentucky municipalities to exit the pension system with an appropriate payment; and

WHEREAS, we respectfully request that the Kentucky General Assembly take decisive action during the 2019 session to address the pension crisis.

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

That the City Council of the City of Park Hills does hereby urge the Kentucky General Assembly to make identifying and resolving the pension crisis in Kentucky a top priority during the 2019 General Assembly Session.

Approved by the City Council this ____ day of February 2019.

CITY OF PARK HILLS, KENTUCKY

By: _____
Mayor Kathy Zembrodt

Attest: _____
City Clerk

CITY OF PARK HILLS, KENTUCKY
RESOLUTION 4, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, IN
KENTON COUNTY, KENTUCKY TO APPOINT KYLE M. WINSLOW AS CITY
ATTORNEY**

WHEREAS, Mayor Kathy Zembrodt desires to appoint Kyle M. Winslow, an attorney licensed to practice law in the Commonwealth of Kentucky, to serve as city attorney;

WHEREAS, Section 30.035 of the Park Hills Code of Ordinances provides that “[a]ll non-elected officers and professional contractors shall be appointed by the Mayor with the approval of Council”;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council of the City of Park Hills, Kentucky hereby approves the Mayor’s appointment of Kyle M. Winslow to serve as city attorney;

2. The City Council of the City of Park Hills, Kentucky further authorizes the Mayor to execute the fee agreement proposed by Kyle M. Winslow of Hemmer DeFrank Wessels PLLC, which is attached to this resolution and incorporated herein as Exhibit A.

Approved by the City Council this ____ day of March 2019.

Kathy Zembrodt, Mayor

Julie Alig, City Clerk

Hemmer DeFrank Wessels PLLC

Billing Policy Summary

1. **Fees.** Except as otherwise agreed to with our client (see discussion of the monthly Retainer below), we will bill for our services on an hourly basis. We account for our time in tenth-of-an-hour time increments and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. For any activity undertaken on a file there will be a minimum charge of two-tenths of an hour, and thereafter, each task will be billed to the nearest one-tenth of an hour increment to most accurately reflect the actual time spent performing a specific task. On occasion, we may utilize paralegal, legal assistants or law clerk services working under attorney supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually, but may be adjusted periodically upon written notice to you. These initial billing rates will apply:

Attorney	\$180/per hour
Paralegal/ Legal Secretary	\$90/per hour

Note, however, should the City request that counsel represent it in litigation matters, the hourly rate for any partner assisting the City with litigation will be \$220 per hour.

2. **Retainer.** The City will pay a monthly retainer of \$500.00. The retainer is due the first of each month. The retainer will cover preparation for and attendance of the one monthly council meeting. If there is also a caucus meeting, the retainer will be an additional \$500.00, for a total retainer of \$1,000. The retainer will also cover non-substantive email communications that are unrelated to the provision of legal services, *i.e.*, scheduling emails, etc.

3. **Other Charges.** Depending on the matter, we may have to use various in-office support system and outside services. Therefore, you may incur and be billed for costs in addition to professional fees. Usually we bill such charges to a client's account at the time that they are incurred. Examples include large copy projects, overnight delivery, messenger services, long distance telephone calls, computer research charges, travel expenses, filing fees, recording fees, court reporting, and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly.

In addition, we may in certain instances need to employ the services of an accountant, engineer, surveyor and/or other experts. In such instances, we will seek your prior approval for such employment and you will be responsible for paying the third party directly or for reimbursing us for such costs as the case may be.

4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Under no circumstances are such estimates to be viewed as a maximum or minimum fee quotation, unless we expressly say so.

5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each invoice represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate bankruptcy, trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

6. **Payment Terms.** Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty days from the invoice date may be subject to a late payment charge of ten percent per year. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **No Warranty of Result.** Although we believe that we can assist you in reaching your legal goals, we cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

8. **Return and Disposition of Files.** After our services conclude and provided that all of our fees and costs have been paid in full, we will, upon your request, deliver to you the files that we created in providing representation to your company, along with any funds or property in our possession. If you do not request the files, we will retain them for a period of at least five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files, and may, at our discretion, destroy them without further notice to you.

I have read and understand this engagement letter/fee agreement and the attachment. I hereby confirm the engagement of Hemmer DeFrank Wessels PLLC to represent the City of Park Hills in accordance with its terms.

City of Park Hills, Kentucky

By: _____
Kathy Zembrodt
Mayor, City of Park Hills Kentucky

Hemmer DeFrank Wessels PLLC

By: _____
Kyle M. Winslow
Attorney, Hemmer DeFrank Wessels PLLC

Kyle M. Winslow
kwinslow@hemmerlaw.com

March 7, 2019

Via Regular U.S. Mail

Kathy Zembrodt, Mayor
City of Park Hills
1106 Amsterdam Road
Park Hills, KY 41011

Re: Engagement Letter/Fee Agreement

Dear Mayor:

We are pleased that you have chosen Hemmer DeFrank Wessels PLLC as your legal counsel. The purpose of this letter is to confirm the terms of our engagement.

We understand that the scope and nature of our engagement is limited to representing you in connection with general and litigation matters. When appropriate, we use attorneys, paralegals, legal assistants and law clerks to handle work commensurate with their experience and expertise. Attorneys with special expertise in a given area may become involved in your representation from time to time.

We have performed a check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. Please note, however, that the firm's current work may create a conflict of interest with its existing client, the City of Ft. Wright. Should such a conflict arise, Park Hills agrees to permit the firm to address the conflict at that time and permit Mr. Winslow to obtain outside counsel to resolve the conflict. Immediate back-up representation can be provided. If you later learn of any additional parties with an interest in this matter, please notify me immediately so that we can be certain that they do not create a problem with our representation of Park Hills. We will conduct a similar search with respect to each new matter you may refer to the firm.

We have learned from experience that the attorney/client relationship works best when clients receive a full explanation at the outset about fees and payment terms. The attached "Billing Policy Summary" sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. Assuming you agree to the terms, please execute and return to me a copy of the Billing Policy Summary. Retain a copy for your records. In addition, you should direct any future questions about our billing practices or any particular invoices to me.

City of Park Hills, Kentucky
March 7, 2019
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As in any professional relationship where mutual trust and confidence are essential, it is appropriate for you or the firm to be able to terminate our engagement at any time by reasonable written notice. If our engagement is terminated, any remaining fees and expenses up to the date of termination are due and payable at that time.

I am delighted that you have chosen Hemmer DeFrank Wessels PLLC to represent you and I look forward to working with you on this matter and in the future.

Please contact me with any questions you may have. I look forward to continuing our professional relationship.

Sincerely,

Kyle M. Winslow

Enclosures

CITY OF PARK HILLS, KENTUCKY

MUNICIPAL ORDER NO. 2, 2019

**A MUNICIPAL ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF A
NEW MEMBER TO THE PARK HILLS BOARD OF ADJUSTMENTS**

WHEREAS, due to the resignation of Patricia Kestner, a vacancy exists in the Park Hills Board of Adjustments;

WHEREAS, Mayor Kathy Zembrodt desires to appoint Mark Koenig to the Park Hills Board of Adjustments; and

WHEREAS, under Article XIX of the Park Hills Zoning Ordinances, the Mayor is the appointing authority of the Park Hills Board of Adjustments, subject to the approval of City Council.

NOW, THEREFORE, BE IT RESOLVED, as follows:

That the City Council of the City of Park Hills hereby approves the Mayor's appointment of Mark Koenig to the Park Hills Board of Adjustments. Mr. Koenig's four-year term will begin March 11, 2019 and end March 11, 2023.

Read, Moved, and Approved by the City Council of the City of Park Hills, this ____ day of March 2019.

Kathy Zembrodt, Mayor

ATTEST:

Julie Alig, City Clerk

CITY OF PARK HILLS, KY

MUNICIPAL ORDER NO. 3, 2019

**A MUNICIPAL ORDER CONFIRMING THE MAYOR'S
RE-APPOINTMENT/~~APPOINTMENT~~ OF MEMBERS TO THE PARK HILLS
FORESTRY (TREE) BOARD**

BE IT HEREBY ORDERED by the Park Hills' City Council that the following
Persons are hereby re-appointed/~~appointed~~ to the Park Hills' Forestry (Tree) Board:

SECTION I

Chair:
Mike Conway

Re-appointed Members:

Pat Flannery
Kathleen Laurin
Will Korte
Julie Ochs
Sally Soderlund

~~Appointed Members:~~

~~Pamela Spoor
Kevin Theissen~~

SECTION II

All designated persons are hereby re-appointed effective January 1, 2019 through
December 31, 2020.

SECTION III

All Ordinances, Orders and/or Resolutions in conflict herewith are hereby
repealed.

SECTION IV

This Municipal Order shall become effective when approved and journalized
according to law.

Kathy Zembrodt, Mayor

ATTEST:

City Clerk

Passed: _____

THE CITY OF PARK HILLS, KY
Executive Order No. 4, 2019

**AN EXECUTIVE ORDER LISTING THE MEMBERS OF THE PARK HILLS
CITY COUNCIL STANDING COMMITTEES AND MEETING TIME AND LOCATION**

BE IT ORDERED that the standing committees of the Park Hills City Council shall be established and be composed of the following members with scheduled meeting days/times:

SECTION I

Economic Development

Chair: Wesley Deters Co-Chair: Sarah Froelich

Members: Kevin Theissen, Bill Gregg, Ron Stamm, Joe Nienaber, Ron Nolting, Kent Wessels and Robert Schoborg

Meetings: 6:30 P.M. every Thursday after the City Caucus Meeting at Council Chambers of the City Building (1106 Amsterdam Road, Park Hills)

Financial Oversight

Chair: Joe Shields Co-Chair: Kevin Theissen

Members: Pam Spoor, Greg Johnson and Gary Huff

Meetings: 7:00 P.M. every 1st Monday of the month at Council Chambers of the City Building (1106 Amsterdam Road, Park Hills) through June; after June meetings will be held on a need be basis

Historic Preservation

Chair: Pam Spoor Co-Chair: James Claypool

Members: Patty Kestner, Doug Waggoner and Ron Heideman, Greg Claypole and Paul Tenkotte

Meetings: 7:00 P.M. on the Thursday after the City Council Business Meeting at Council Chambers of the City Building (1106 Amsterdam Road, Park Hills)

Infrastructure and Public Works

Chair: Steve Elkins Co-Chair: Joe Shields

Members: Pam Spoor, James Jenkins and Greg Claypole

Meetings: 5:30 P.M. every 1st Monday of the month at Bayer Becker (209 Grandview Drive, Ft. Mitchell)

Parks, Beautification and Recreation

Chair: Kevin Theissen Co-Chair: Pam Spoor

Members: Steve Elkins, Melissa Willig, Jessica Marvin, Liz St. Onge and Bob Bornschein

Meetings: 7:00 P.M. on the Thursday after the City Council Business Meeting at 7:00 P.M. at Council Chambers of the City Building (1106 Amsterdam Road, Park Hills)

Communications Committee

Chair: Sarah Froelich Co-Chair: Wesley Deters

Member: ~~Joe Shields~~, Bob Amott, Chris Willig and Mark Cooper

Meetings: 7:00 P.M. on the Wednesday after the City Business Meetings at Council Chambers of the City Building (1106 Amsterdam Road, Park Hills)

SECTION II

All designated persons are hereby appointed effective January 1, 2019 and are effective through December 31, 2019.

SECTION III

All Ordinances, Orders and/or Resolutions in conflict herewith are hereby repealed.

SECTION IV

IT IS ORDERED THIS 14th day of January, 2019

Kathy Zembrodt, Mayor

ATTEST:

City Clerk

Passed: _____