

ORDINANCE NO. 7, 2023

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 2023-2024

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 [~~2022-2023~~] 2023-2024

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, [~~2022~~] 2023 all residents of the city shall pay [~~\$237.00~~] \$282.00 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, [~~2022~~] 2023 through June 30, [~~2023~~] 2024.

(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.

CITY OF PARK HILLS, KENTUCKY

By: _____
Kathy Zembrodt, Mayor

ATTEST:

Julie Alig, City Clerk

FIRST READING: _____

SECOND READING: _____

PUBLICATION: _____

ORDINANCE NO. 8, 2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, KENTUCKY, IMPOSING TAXES FOR THE CALENDAR YEAR 2023, 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 calendar year 2023. 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 calendar year 2023 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 \$.17 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 Property shall be taxed at the rate of \$.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, 2023, is hereby fixed at the rate of .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 \$.961 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

The tax as provided herein, shall be payable to the City Clerk/Treasurer between the dates of September 1, 2023 and September 30, 2023.

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 persons, corporations, companies or other legal entities failing to pay said taxes during the period set forth above, shall be assessed a penalty on the amount of the taxes in an amount equal to ten percent (10%) between October 1 and October 31, 2023; and an amount equal to twenty-five percent (25%) after October 31, 2023, together with interest at the rate of twelve percent (12%) *per annum* from due date, and the costs of collection including reasonable attorney fees, court costs and related expenses.

SECTION VI

Any and all ordinances in conflict herewith shall be, and hereby are, repealed to the extent of said conflict.

SECTION VII

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 VIII

That this ordinance shall be signed by the Mayor, attested to by the City Clerk, be published and effective upon publication.

CITY OF PARK HILLS, KENTUCKY

By: _____
Kathy Zembrodt, Mayor

ATTEST:

Julie Alig, City Clerk

FIRST READING: June 12, 2023

SECOND READING: August 14, 2023

PUBLICATION: _____

ORDINANCE NO.: **9**, 2013

AN ORDINANCE OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, GRANTING AND ISSUING A COMPETITIVE, NON-EXCLUSIVE FRANCHISE FOR A COMBINED TERM OF TEN (10) YEARS TO, AND AUTHORIZING THE EXECUTION OF A FRANCHISE AGREEMENT WITH, SPECTRUM MID-AMERICA, LLC, AN AFFILIATE OF CHARTER COMMUNICATIONS INC., AND ITS PERMITTED SUCCESSORS AND ASSIGNS, SAID FRANCHISE PROVIDING FOR: THE CONSTRUCTION, ERECTION, INSTALLATION, UPGRADE, REPAIR, MAINTENANCE, AND OPERATION OF A CABLE TELEVISION SYSTEM FOR THE PROVISION OF CABLE TELEVISION SERVICES WITHIN THE CONFINES OF THE CITY OF PARK HILLS; RETENTION OF POLICE POWERS AND SOVEREIGN IMMUNITY; A \$300,000 PERFORMANCE BOND TO ENSURE FRANCHISE COMPLIANCE; INDEMNIFICATION BY FRANCHISEE INCLUDING ADEQUATE INSURANCE COVERAGE; CONSTRUCTION AND TECHNICAL STANDARDS; COMPLIANCE WITH FCC TECHNICAL & CUSTOMER SERVICE STANDARDS; CONDITIONS OF STREET OCCUPANCY; PUBLIC, EDUCATIONAL & GOVERNMENT ACCESS CHANNELS; PAYMENT OF FRANCHISE FEES & OFFSET; COUNCIL APPROVAL REQUIRED FOR TRANSFER OF CONTROL OR ASSIGNMENT OF FRANCHISE; RIGHT TO AUDIT RECORDS; DEFAULT, REVOCATION & TERMINATION OF FRANCHISE PROCEDURES.

WHEREAS, the Telecommunications Board of Northern Kentucky (the “**Board**” or “**TBNK**”) is a public agency established by the Kenton County Kentucky Fiscal Court and the Cities of Bromley, Covington, Crestview Hills, Edgewood, Elsmere, Fort Mitchell, Fort Wright, Independence, Kenton Vale, Lakeside Park, Ludlow, Park Hills, Ryland Heights, Taylor Mill and Villa Hills (collectively, the “**TBNK Member Government(s)**”) in accordance with the provisions of the Interlocal Cooperation Act of Kentucky (codified at KRS 65.210 - 65.300), and is authorized to exercise jointly the powers of the respective TBNK Member Governments relating or pertaining to cable television matters, cable services and other telecommunication services, including the negotiation, administration and regulation of cable television franchises, as provided in the formative documents of TBNK (the “**Interlocal Agreement**”) being filed with the Kentucky Secretary of State on March 21, 1996 and being of record with the Kenton County Clerk’s Office in Miscellaneous Book 341, Page 315; and

WHEREAS, Spectrum Mid-America, LLC (“**SMA**”), a wholly-owned subsidiary of Charter Communications Inc. (“**Charter**”) and the present holder of several nonexclusive, competitive Franchise Agreements, each dated as of August 5, 1977 (the “**Prior Franchise(s)**”), providing for Cable Services throughout the geographical confines of each of the TBNK Member Governments (collectively, the “**Franchise Area(s)**”), asked each TBNK Member Government, including the City, through the auspices of TBNK, to renew or otherwise replace the Prior Franchises with another franchise providing for the continued ownership, construction, erection, installation, upgrade,

maintenance, repair, use and operation of a Cable System and related facilities along, under, over, above, through or across the Streets and rights-of-way within the Franchise Areas of each of the TBNK Member Governments; and

WHEREAS, in connection with the powers and administrative responsibilities set forth in the Interlocal Agreement, the Board has reviewed for and on behalf of the TBNK Member Governments, including the City, SMA's performance under the Prior Franchises and has further: (1) identified the present and future cable-related community needs and interests of the TBNK Member Governments and their respective citizens; (2) determined that the foregoing meet the requirements of Section 626 of the Cable Act (47 U.S.C. § 546); (3) resolved that SMA and its predecessors in interest, including Insight Kentucky Partners II L.P., Charter and Time Warner Cable Inc., substantially complied with the material terms and conditions of the Prior Franchises under Applicable Law; (4) considered and determined that SMA has the financial, technical and legal qualifications to own and operate its Cable System and to provide Cable Service over the Cable System; and (5) determined that SMA's plans for owning, constructing, operating and maintaining its Cable System are adequate; and

WHEREAS, the Board, acting for and on behalf of the TBNK Member Governments, has further determined that the several cable television franchise proposals offered by SMA, including its predecessors in interest, over the course of the franchise cable renewal process, as modified, changed and/or refashioned by: (1) extensive negotiations conducted by the "**Franchise Negotiations Committee**," a committee comprised of three (3) Board members, the Executive Director of TBNK, and the law firm of Frost Brown Todd LLP; (2) certain directions and instructions received from the "Mission Group" or "Ad Hoc Committee" that is/was comprised of several government officials of certain TBNK Member Governments; and (3) the terms and conditions contained in a competitive franchise agreement, dated July 1, 2021 and negotiated by the Franchise Negotiation Committee with Cincinnati Bell Extended Territories LLC, meets the future cable-related community needs and interests of the TBNK Member Governments and their respective citizens, and materially conforms to the aforesaid directions and instructions (a) received from the Mission Group/Ad Hoc Committee and (b) established by the Franchise Negotiation Committee (the "**Proposed Franchise Agreement**"); and

WHEREAS, acting in accordance with Sections 163 and 164 of the Kentucky Constitution for and on behalf of each TBNK Member Government, the Board placed in the local newspaper an advertisement seeking bid proposals and the submission of an application from the public at large for the (1) construction, maintenance, repair and operation of a Cable System in, on, over and through the Streets and rights-of-way of each of the TBNK Member Governments and (2) provision of Cable Services; and

WHEREAS, in response to such advertisement, the Board received prior to 2:00 PM on May 5, 2023 (the time and date by which all bid proposals and applications were to be received), a single bid proposal and application from SMA (the "**SMA Bid Proposal**") and no other person or entity, together with a form of a franchise agreement dated as of May 1, 2023, which franchise agreement and SMA Bid Proposal had been submitted to the Franchise Negotiations Committee and the members of the Board for consideration (the "**SMA Franchise Agreement**"); and

WHEREAS, after (1) having considered the SMA Bid Proposal, including the accompanying SMA Franchise Agreement, and (2) having made a comparison and evaluation of the aforesaid documents vis-à-vis the Proposed Franchise Agreement, the Board (a) determined that the SMA Bid Proposal and the terms, conditions and covenants of the SMA Franchise Agreement submitted by SMA are identical to the terms, conditions and covenants contained in the negotiated Proposed Franchise Agreement in all material respects, and (b) is recommending that the Proposed Franchise Agreement, a copy of which is attached hereto as **Attachment A** and made a part of this Ordinance, be adopted by ordinance and be granted and issued to SMA by each of the TBNK Member Governments, including the City; and

WHEREAS, having afforded the public adequate notice and an opportunity for comment pursuant to 47 USC § 546(h), and based upon the foregoing recitals and the City's acceptance of such recitals, the City desires to: (1) accept the SMA Bid Proposal, including the SMA Franchise Agreement, the terms and conditions of which are identical to those contained in the Proposed Franchise Agreement; and (2) grant and issue a nonexclusive, competitive franchise to SMA, for a combined Term of ten (10) years, providing for the continued ownership, construction, installation, upgrade, maintenance and operation of its Cable System throughout the respective Franchise Area of the City, pursuant to and upon the terms, conditions and covenants set forth in the Proposed Franchise Agreement, a copy of which is attached hereto as **Attachment A** and made a part of this Ordinance, as such agreement may be further modified or changed as described below in Section V of this Ordinance. *Except as otherwise defined in this Ordinance, the terms defined in the Proposed Franchise Agreement are used in this Ordinance as defined in the Proposed Franchise Agreement.*

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

SECTION I

Based upon the foregoing recitals and acting in accordance with the Cable Act and Applicable Law, and subject to the terms, conditions and covenants set forth in the Proposed Franchise Agreement, SMA is hereby granted for itself and its permitted successors and assigns, a franchise, in complete form and substance of the Proposed Franchise Agreement, which is attached hereto as **Attachment A**, and with the following rights and privileges set forth herein and in the Proposed Franchise Agreement:

(1) to own, construct, erect, install, upgrade, maintain, repair, replace, and operate a Cable System and to provide Cable Services within the geographical limits or Franchise Area of the City;

(2) to locate the Cable System in, upon, along, across, over and under the Streets of the City, as provided in the Proposed Franchise Agreement;

(3) to locate the Cable System on city-owned poles, but subject to (a) the terms and conditions set forth in Article II (Cable System Extension, Operation, Standards and Procedures) of the Proposed Franchise Agreement and such other provisions contained therein and (b) any presently existing or future ordinance or regulation of the City; and

(4) as specifically provided in Article II, Section 5.E (Erection, Removal, and Common Use of Poles) of the Proposed Franchise Agreement, SMA, through a separate pole attachment agreement or utility easement agreement with an affected utility, may locate the Cable System on or within the facilities or property of such utility company.

The franchise and privileges granted in this Ordinance and the Proposed Franchise Agreement authorize SMA, among other things, to provide Cable Service over its Cable System.

SECTION II

The franchise granted in and by this Ordinance is not exclusive and it replaces, supersedes, and supplants the Prior Franchise. The City expressly reserves the right to grant to other Persons such rights, privileges, or authorizations that are similar to the rights and privileges set forth herein and in the Proposed Franchise Agreement, in the same or other Streets of the City. The City specifically reserves the right to grant, at any time during the Term of the Proposed Franchise Agreement, such additional franchises or licenses for a cable television system or broadband network as it deems appropriate.

SECTION III

The Term of the franchise granted in this Ordinance shall be for an initial period of five (5) years, with an automatic renewal period of an additional five (5) year period, but subject to and conditioned upon the terms, requirements and/or qualifications contained in Article I, Section 6 (Duration and Acceptance of Franchise) of the Proposed Franchise Agreement. Subject to Section V of this Ordinance, the Term shall commence: (1) upon the date the last TBNK Member Government adopts an ordinance granting a franchise to SMA upon substantially the same terms, conditions and covenants as are contained in the Proposed Franchise Agreement, and (2) when such franchise agreements are fully executed by the parties thereto. The Effective Date of the Proposed Franchise Agreement shall be evidenced by the Commencement Agreement called for in Article I, Section 6 (Duration and Acceptance of Franchise) of the Proposed Franchise Agreement.

SECTION IV

To the extent that there is any resolution or ordinance respecting Cable Systems which, in part or in whole, is directly inconsistent with this Ordinance and which is otherwise applicable to SMA, such part or such whole of the prior resolution or ordinance shall be repealed to the extent of the inconsistency; subject, however, to police and legislative powers reserved by the City below.

All rights and privileges granted in this Ordinance and the Proposed Franchise Agreement are and shall be, at all times during the aforesaid Term, subject to all lawful exercise of the police and legislative powers of the City. SMA shall comply with all Applicable Law and such other ordinances and regulations which the City has adopted or shall adopt, applying to the public generally and to other licensees, grantees, or franchisees.

SECTION V

That the Mayor is hereby authorized to execute the Proposed Franchise Agreement for and on behalf of the City, and to comply with all of the provisions thereof; provided, however, that prior to the execution of the Proposed Franchise Agreement, the Board, acting through its negotiation team and legal counsel, is hereby authorized to negotiate with SMA and to make such changes to the Proposed Franchise Agreement as the Board may deem necessary or appropriate, so long as such changes do not affect the overall substance of this Ordinance and the Proposed Franchise Agreement.

SECTION VI

The provisions of this Ordinance are severable; and the invalidity of any provision of this Ordinance shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect, so long as they remain valid in the absence of those provisions determined to be invalid.

SECTION VII

Subject to Section III and V of this Ordinance, this Ordinance shall take effect and be in full force when passed, published, and recorded according to law. This Ordinance may be published in abbreviated form.

Passed by the City Council this ____ day of _____, 2023.

Passed: 1st Reading: _____, 2023

Passed: 2nd Reading: _____, 2023

CITY OF PARK HILLS, KENTUCKY
A Municipal Corporation of the Home Rule Class

By: _____
KATHY ZEMBRODT, MAYOR

ATTEST:

JULIE ALIG, CITY CLERK

Publication: _____, 2023

MUNICIPAL ORDER NO. 12, 2023

CITY OF PARK HILLS, KY

AN ORDER ACCEPTING THE RE-APPOINTMENT OF MARCUS CAREY, DARRYL CUMMINS, ROBERT SANDERS, TOM QUIRK, BRYCE C. RHOADES, AND JACK WESTWOOD AND APPOINTMENT OF JAMES DADY AS MEMBERS OF THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY ENFORCMENT COMMITTEE FOR A TWO-YEAR TERM, COMMENCING FEBRUARY 1, 2023, AND EXPIRING ON JANUARY 31, 2025.

* * *

WHEREAS, Municipal Order No. 12, 2023 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; and

WHEREAS, the Authority Board re-nominated Marcus Carey, Darryl Cummins, Robert Sanders, Tom Quirk, Jack Westwood, and Bryce Rhoades to each serve a two-year term on the NKREA Enforcement Committee; and

WHEREAS, NKREA Enforcement Committee Member James Dady was appointed by the NKREA Authority Board to fill the committee's vacancy;

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, Darryl Cummins, Robert Sanders, Tom Quirk, Bryce Rhoades, Jack Westwood and James Dady as members of the NKREA Enforcement Committee for a two-year term commencing on February 1, 2023, and expiring on January 31, 2025, is hereby approved.

Section 2

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

MAYOR, KATHY ZEMBRODT

ATTEST:

CITY CLERK

Passed: August 14, 2023

**CITY OF PARK HILLS
MUNICIPAL ORDER NO. 13, 2023**

**A MUNICIPAL ORDER PROMOTING RICHARD WEBSTER TO
CAPTAIN OF THE CITY OF
PARK HILLS POLICE DEPARTMENT**

WHEREAS, Chief Cody Stanley of the Park Hills Police Department has recommended that Richard Webster be promoted in rank from Lieutenant to Captain of the Park Hills Police Department

BE IT ORDERED that Richard Webster is hereby appointed by Mayor, Kathy Zembrodt, with the approval of City Council of the City of Park Hills, Kentucky as Captain effective August 15, 2023.

This Order shall become effective upon its passage and journalization according to law, with said appointment becoming effective August 15, 2023.

Passed this 14th day of August 2023

Kathy Zembrodt, Mayor

ATTEST:

City Clerk

EXECUTIVE ORDER NO. 5, 2023

**AN EXECUTIVE ORDER OF THE MAYOR OF THE CITY OF PARK HILLS IN
KENTON COUNTY, KENTUCKY, APPOINTING AND REMOVING
PERSON(S) TO THE ECONOMIC DEVELOPMENT COMMITTEE UNDER
KRS §83.590 AND §32.20 OF THE CODE OF ORDINANCES**

Kathy Zembrodt, as Mayor of the City of Park Hills, appoints the following persons to the Economic Development Committee under KRS §83.590 and §32.20 of the Code of Ordinances:

Co-Chair: Marty Boyer
Member: Mike Conway
Remove: Joe Shields

Kathy Zembrodt, Mayor

Date: 8/14/2023