



## CITY COUNCIL MEETING Minutes April 18, 2023

After pledge and invocation, Mayor Ernst called the Meeting to order.

Amy Hurst	Present	Joyce Carson	Present
Sabrina Hazen	Present	Tim Morrison	Present
Darryl Ammerman	Present	Luke Price	Present

Present: Attorney Brandon Voelker

### GUESTS

Mayor Ernst opened the meeting by allowing Kenny Gibson to speak on behalf of Search and Rescue to request an increase in their annual budget. Mr. Gibson provided documentation to Council showing the cost increase on fuel, repairs, and gear. He also stated that the number of runs has increased while they have decreased their training to cut costs. Mr. Gibson requested an increase from \$3,500.00 to \$7,000.00.

**MOTION:** Luke price made a motion to increase the Search and Rescue annual budget to \$7,000.00; seconded by Sabrina Hazen. All aye, motion carried 6-0-0.

### APPROVAL OF MINUTES

Minutes of Regular Meeting March 21, 2023, and Caucus Meeting April 4, 2023.

**MOTION:** Amy Hurst made a motion to approve the minutes as submitted; seconded by Joyce Carson. All aye, motion carried 6-0-0.

### ORDINANCES/RESOLUTIONS/MUNICIPAL ORDERS

**Resolution 4.18.23:1** A resolution accepting or declining city streets as part of the city road system for the NKADD (Northern Kentucky Area Development District).

**MOTION:** Joyce Carson made a motion to approve Resolution 4.18.23:1; seconded by Sabrina Hazen. All aye, motion carried 6-0-0.

**Resolution 4.18.23:2** A resolution accepting the grant, approving the grant assistance agreement, authorizing the amendment of the City of Falmouth's annual budget, and authorizing a representative to sign all related documents.

**MOTION:** Luke Price made a motion to approve Resolution 4.18.23:2; seconded by Darryl Ammerman. All aye, motion carried 6-0-0.

**Resolution 4.18.23:3** A resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid.

**MOTION:** Darryl Ammerman made a motion to approve Resolution 4.18.23:3; seconded by Amy Hurst. All aye, motion carried 6-0-0.

## **OLD BUSINESS:**

Mayor Ernst brought up the issue of the bridge lights. He stated that contact has been made with District 6 and with State Representative Mark Hart. Maintenance Supervisor Gary Lea is to review the specs sent by the State.

Mayor Ernst reported that he met with members of the Fire Department Committee to discuss the Fire Department Agreement with the County. He stated that the committee is in favor of increasing the annual contribution from the county from \$100,000.00 to \$225,000.00 because the County currently utilizes 71% of the Fire Department service. He also informed Council that action must be taken before the end of May to make any changes to the contract.

**MOTION:** Sabrina Hazen made a motion to have Mayor Ernst present the increased contract amount of \$225,000.00 to the County. If they are not in agreement the contract will be terminated. Luke Price seconded the motion. All aye, motion carried 6-0-0.

## **NEW BUSINESS**

Jesse Combs with Pendleton County Youth Sports was present to follow up on his request for funding for football equipment. He restated that this should be a one-time request until the program can get started, fundraisers held, and sponsors contacted. He also reminded Council and the audience that the league would also be participating in cheer for football and winter and spring soccer.

**MOTION:** Sabrina Hazen made a motion to give a one-time donation of \$3,500.00 to Pendleton County Youth Sports; seconded by Darryl Ammerman. Luke Price recused himself from the vote. Motion carried 5-0-1.

Michael Lanin with Good Space Project was present to follow up with Council on his proposal to develop the Klee Farm. With him was Laurie Wholsing, the Head Start Director. She informed Council that the Head Start facility currently located on Barkley Street in Falmouth will be building and relocating to the 2.3 acres they have purchased.

Mayor Ernst reminded Council that a decision needed to be made on the three bids received to upgrade the electric lines and grid on Shelby Street.

**MOTION:** Sabrina Hazen made a motion to accept the bid from Epp-Lectric, Inc. for \$91,903.00; seconded by Darryl Ammerman. All aye, motion carried 6-0-0.

Per KRS 81.610(1)(b), to discuss a possible land acquisition, Council needed to enter a closed session.

**MOTION:** At 7:57 PM Darryl Ammerman made a motion to go into closed session; seconded by Amy Hurst. All aye, motion carried 6-0-0.

Discussion took place; No action taken.

**MOTION:** At 8:49 PM Tim Morrison made a motion to come out of closed session; seconded by Luke Price. All aye, motion carried 6-0-0.

**MOTION:** Tim Morrison made a motion to enter a purchase contract with Ross Shively, as manager of DH Holdings, LLC, for the sale of the old middle school at 500 Chapel Street in the amount of \$60,000.00, as well as execution of any tax deductions or credits associated with said sale; seconded by Sabrina Hazen. Vote as follows: Amy Hurst, no. Sabrina Hazen, yes. Darryl Ammerman, no. Joyce Carson, no. Tim Morrison, yes. Luke Price, yes. 3-3-0, tie vote broken by Mayor Ernst, yes.

## OTHER

Mayor Ernst addressed the resignation letter of Councilman Tim Morrison.

**MOTION:** Luke Price made a motion to accept the resignation of Tim Morrison; seconded by Amy Hurst. Tim Morrison recluded himself from the vote. All aye, motion carried 5-0-1.

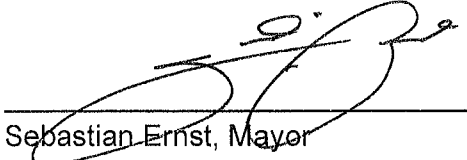
Sabrina Hazen asked about the status of the speed humps for the Athletic Park. Mayor Ernst stated that we have the speed humps and are ready for installation, but we are awaiting signage.

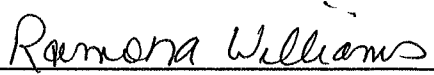
## ANNOUNCEMENTS

Mayor Ernst referred to the agenda for a list of announcements.

## ADJOURNMENT

**MOTION:** Luke Price made a motion to adjourn; seconded by Sabrina Hazen. All aye, motion carried 6-0-0.

  
Sebastian Ernst, Mayor

  
Attest: City Clerk

**ORIGINAL**

**CITY OF FALMOUTH  
RESOLUTION 04.18.23:1**

**WHEREAS**, The Falmouth City Council agrees the following roads, on the attached Appendix A, are part of the city road system;

**WHEREAS**, The Falmouth City Council agrees the following roads, on the attached Appendix B, are not part of the city road system;

**WHEREAS**, the Falmouth City Council maintains these roads on Appendix A.

**NOW THEREFORE**, be it resolved that the Falmouth City Council agrees the listed roads on Appendix A are part of the city road system and those listed on Appendix B are not part of the city road system.

Done this 18 day of Apr 2023 Motion by Joyce Carson seconded by Sabrina Hazen with 6 members present voting in favor.

**CITY OF FALMOUTH, KENTUCKY**

Mayor

  
Sebastian Ernst

ATTEST:

Ramona Williams  
Ramona Williams, City Clerk

Enacted Regular Meeting April 18, 2023.

ORIGINAL

Falmouth City Council  
Appendix A

ROUTE	ROAD NAME	LENGTH (MI)
CS-1001	WOODSON RD	0.439
CS-1002	WEST SHELBY ST	0.898
CS-1003	CHIPMAN ST	0.122
CS-1004	STATE ST	0.161
CS-1005	PIKE ST	0.094
CS-1006	PARK ST	0.31
CS-1007	SECOND ST	0.192
CS-1008	EAST SHELBY ST	0.405
CS-1009	DICKERSON LN	0.416
CS-1010	ADAMS ST	0.058
CS-1011	BARKLEY ST	0.375
CS-1012	PENDLETON ST	0.32
CS-1013	NORTH LIBERTY ST	0.084
CS-1014	FIFTH ST	0.335
CS-1015	SOUTH LIBERTY ST	0.275
CS-1016	COLEMAN ST	0.062
CS-1017	SILVER ST	0.114
CS-1018	RIGGS ST	0.226
CS-1019	DAVID PRIBBLE DR	0.215
CS-1020	WATER ST	0.125
CS-1021	MONTJOY ST	0.48
CS-1022	CHAPEL ST	0.549
CS-1023	MAPLE AVE	0.752
CS-1024	GODMAN ST	0.055
CS-1025	EARLE AVE	0.119
CS-1026	WOOLERY ST	0.146
CS-1027	WEST FOURTH ST	0.227
CS-1028	LICKING ST	0.183
CS-1029	BEECH ST	0.424
CS-1030	ROBBINS AVE	0.35
CS-1031	BROAD ST	0.283
CS-1032	WEAVER ST	0.133
CS-1033	HAUSER ST	0.123
CS-1034	SYCAMORE ST	0.233
CS-1035	MONROE ST	0.066
CS-1036	RESERVOIR ST	0.075

ORIGINAL

CS-1037	ELM ST	0.275
CS-1038	MONUMENT ST	0.184
CS-1039	SOUTH CHAPEL ST	0.119
CS-1040	MARKET ST	0.085
CS-1041	RESERVOIR HILL RD	0.012
CS-1042	EAST FOURTH ST	0.355
CS-1043	MAIN ST	0.035
CS-1044	RAILROAD AVE	0.038
CS-1045	EICCHOLZ CT	0.065
CS-1046	BARNES ST	0.121
CS-1047	WILSON LN	0.138
CS-1048	BRANCH ST	0.039
CS-1049	S ROBBINS AVE	0.413
CS-1050	WELLS DR	0.214
CS-1051	TIFFANY LN	0.182
CS-1052	HUGHES RIDGE RD	0.143
CS-1053	OLIVE ST	0.04
CS-1054	TAM LN	0.354
CS-1055	THOMAS LN	0.099
CS-1056	JULIA ANNE CT	0.084
CS-1058	DATA FARM WAY	0.104
CS-1059	BLUE JAY CIR	0.418
CS-1060	CARDINAL DR	0.172
CS-1061	MEADOWLARK LN	0.174
CS-1064	BOWEN SUPPLY WAY	0.238
CS-1065	MCDONALDS WAY	0.082
CS-1066	FAIRGROUNDS RD	0.249
CS-1068	FREEDOM CT	0.071
CS-1069	MEMORY DR	0.052
CS-1151G	SHEPARD DR	0.098

NOT CITY

NOT CITY

ORIGINAL

Falmouth City Council  
Appendix B

ROUTE	ROAD NAME	LENGTH (MI)
CS-1057	LEO LN	0.031
CS-1062	GOLDBERG LN	0.108
CS-1067	FRED HA FER LN	0.133
CS-1151H	KRISTINA LN	0.061
CS-1151J	KATHY LN	0.051

ORIGINAL

CITY OF FALMOUTH

RESOLUTION 04.18.23:2

**A RESOLUTION OF THE CITY OF FALMOUTH ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE CITY OF FALMOUTH'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

**WHEREAS**, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

**WHEREAS**, the City of Falmouth (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

**WHEREAS**, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project;  
And

**WHEREAS**, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Falmouth as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Mayor Sebastian Ernst is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

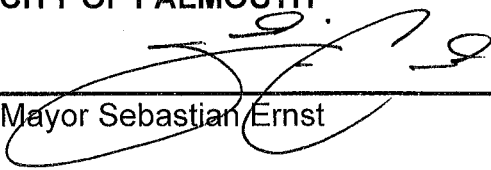
SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 18, 2023.



ORIGINAL

CITY OF FALMOUTH



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Mayor Sebastian Ernst

ATTEST:

Ramona Williams  
City Clerk, Ramona Williams

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**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on 4-18; 2023; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April  
18, 2023.

Ramona Williams  
City Clerk/Treasurer

4.18.23'3

R E S O L U T I O N

Incorporated City of FALMOUTH

Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2023, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City.

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of FALMOUTH is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES

NAYS

Amy Nurst

\_\_\_\_\_

Darryl Ammerman

\_\_\_\_\_

Sabrina Hazen

\_\_\_\_\_

Joyce Carson

\_\_\_\_\_

Tim Morrison

\_\_\_\_\_

Luke Price

\_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
INCORPORATED CITY OF FALMOUTH

I, Ramona Williams, City Clerk of FALMOUTH certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 20 day of April, 2023.

SIGNED Ramona Williams

CLERK OF FALMOUTH

MUNICIPAL ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (“the Department”), and the Legislative Body of the Incorporated City of **FALMOUTH**, Kentucky (the “City”).

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose (“Municipal Road Aid Funds”), and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the “Cooperative Program”), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds. The City’s apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2023, this amount is **\$47,058.29** (the “Apportionment”). The above referenced estimate is based on the most recent available data and

is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2023.

3. Distribution of Municipal Road Aid Funds. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows:

a. First Distribution. The Department shall initially distribute to the City sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$27,387.00**.

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the City, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may

disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance on streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of Municipal Road Aid Funds. The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

7. Rights of Way. The City, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unpaid portion of the Apportionment from the Finance and Administration Cabinet.



11. Access to Records. The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

INCORPORATED CITY OF FALMOUTH

BY: [Signature]  
Chief Executive Officer (Mayor)

Date: 4/18/23

(For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_