

## CITY COUNCIL MEETING Minutes of Special Meeting and Caucus Meeting September 6, 2022

The following Council Members answering roll call:

|                 |         |                 |         |
|-----------------|---------|-----------------|---------|
| Amy Hurst       | Present | Joyce Carson    | Present |
| Craig Owen      | Present | Sebastian Ernst | Present |
| Darryl Ammerman | Present | Luke Price      | Present |

Also Present: Attorney Brandon Voelker

Mayor Stinson called the meeting to order explaining the purpose was to have a second reading on the tax rate ordinances and a resolution presented.

**Ordinance 2022:7** Attorney Brandon Voelker gave a 2nd reading of an Ordinance providing for the annual assessment of all real estate and personal/tangible property, including motor vehicles subject to the Pendleton County Assessor's property valuation assessment...rates as

*There is hereby levied on all real property subject to taxation within the City of Falmouth, an ad valorem tax of \$0.656 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms hereof; and there is hereby levied on all personal/tangible property, other than motor vehicles, subject to taxation within the City of Falmouth, an ad valorem tax of \$0.679 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms hereof; and there is hereby levied on all motor vehicles subject to taxation within the City of Falmouth, an ad valorem tax of \$0.734 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms thereof.*

**MOTION:** Darryl Ammerman made a motion to approve Ordinance 2022:7, seconded by Joyce Carson; All aye. Motion carried 6-0-0.

**Resolution 09.06.22:1** A resolution authorizing the Mayor to execute an Interlocal Agreement with the County of Pendleton for Code Enforcement Services.

**MOTION:** Luke Price made a motion to approve Resolution 04.05.22:1, seconded by Amy Hurst; All aye. Motion carried 6-0-0.

### ADJOURNMENT

**MOTION:** Craig Owen made a motion to adjourn the special Meeting, seconded by Sebastian Ernst; All aye 6-0-0.

**CITY COUNCIL MEETING**  
Caucus Meeting September 6, 2022

The Caucus Meeting then began with Mayor Stinson introducing Donnie Wright who is the new Falmouth Building Inspector and will be handling the permits going forward. He explained his credentials being a Level 3 Inspector with Campbell County which allows him to do multiple inspections. New forms will be created in the coming months and information distributed thereafter.

Departments:

Gary Lea: Reported he had spoken to a person from Grover Electric about doing contract work on the electric grid. One person lived local and is interested in doing side work and would be treated as a vendor with set charge, invoice driven, and a 1099 at the end of the year. He had not heard back from Davis Elliot. The bucket truck is still down and trying to get it repaired. He reported he is back to full staff now with Richard Courtney coming back.

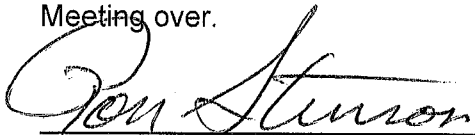
Keene Dougherty: Everyone welcomed Keene back to the City in his new role as Supervisor. He submitted the Water/Waste-Water Plants monthly reports stating what he had implemented since his return that includes a new work order system, daily inspection routines and logs, and general housekeeping. He also reported the City would be receiving at least 2 NOV's (Notice of Violations) and would be addressing the issues. There was discussion on the Cardinal Ridge project and reported that Engineer Jeff Reynolds, but upon his return, would meet with him to get status update on where project was. He was glad to be back.


Bill Giberson: Chief Clem not present; reports submitted, they had the KLC compliance audit and passed.

Dave Klaber: Submitted his report to Council but was absent.

Ramona Williams: nothing to report except an increase in the interest rate on city accounts garnered almost an \$1000 increase of interest earned.

Meeting over.

  
\_\_\_\_\_  
Ron Stinson, Mayor

  
\_\_\_\_\_  
Attest: City Clerk

ORIGINAL

**COMMONWEALTH OF KENTUCKY  
CITY OF FALMOUTH  
ORDINANCE NO. 2022:7**

AN ORDINANCE OF THE CITY OF FALMOUTH IN PENDLETON COUNTY KENTUCKY AMENDING PRIOR ORDINANCES, PROVIDING FOR THE ANNUAL ASSESSMENT OF ALL REAL ESTATE AND PERSONAL/TANGIBLE PROPERTY, INCLUDING MOTOR VEHICLES, SUBJECT TO TAXATION WITHIN THE CITY OF FALMOUTH FOR THE FISCAL YEAR 2022-2023, PURSUANT TO THE PENDLETON COUNTY ASSESSOR'S PROPERTY VALUATION ASSESSMENT; AND LEVYING AN AD VALOREM TAX THEREON FOR CITY PURPOSES; AND PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH TAXES AND THE PENALTIES AND INTEREST THEREON; AND DESCRIBING THE PURPOSE FOR WHICH THE TAXES SO COLLECTED SHALL BE APPROPRIATED AND USED.

PURSUANT TO KRS. 92.280, 132.190.132.487 AND 134.420, BE IT ORDAINED BY THE CITY OF FALMOUTH IN PENDLETON COUNTY, KENTUCKY AS FOLLOWS:

SECTION I

The City of Falmouth hereby provides for the assessment of all real and personal/tangible property, including motor vehicles, subject to taxation within the City of Falmouth for the fiscal year 2022-2023 by use of the annual assessment thereof by the Pendleton County Property Valuation Administrator, Pendleton County, Kentucky.

SECTION II

There is hereby levied on all real property subject to taxation within the City of Falmouth, an ad valorem tax of \$0.656 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms hereof; and there is hereby levied on all personal/tangible property, other than motor vehicles, subject to taxation within the City of Falmouth, an ad valorem tax of \$0.679 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms hereof; and there is hereby levied on all motor vehicles subject to taxation within the City of Falmouth, an ad valorem tax of \$0.734 dollars for each one hundred dollars (\$100.00) of the value thereof assessed pursuant to the terms thereof.

SECTION III

The City of Falmouth has a lien on all property upon which ad valorem taxes are hereby levied, and for all penalties, interest, fees, commission, charges and other expenses including court costs and attorneys' fees incurred by reason of any delinquency in payment of such taxes, or in the process of collecting them and such lien has priority over all other obligations or liabilities for which the property is liable.

SECTION IV

The taxes levied and collected pursuant to the terms hereof shall be deposited in the General Fund of the City of Falmouth and appropriated and used for the general operating expenses of the City.

SECTION V

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 as long as they remain valid in the absence of those provisions determined to be invalid.

SECTION VI

All provisions or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORIGINAL

SECTION VII

This Ordinance shall take effect and be in full force from and after its passage, publication and recording, according to law.

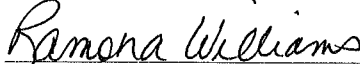
Adopted this 6 day of September 2022.

FIRST READING: August 16, 2022  
SECOND READING: September 6, 2022  
PUBLISHED: September 13, 2022

CITY OF FALMOUTH, KENTUCKY

BY   
RON STINSON, MAYOR

ATTEST:

  
RAMONA WILLIAMS, CITY CLERK

ORIGINAL

**RESOLUTION NO. 09.06.2022:1**  
**CITY OF FALMOUTH, PENDLTON COUNTY, KENTUCKY**

**A RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN INTERLOCAL  
AGREEMENT WITH THE COUNTY OF PENDLETON FOR CODE  
ENFORCEMENT SERVICES**

**Whereas**, the City of Falmouth and the County of Pendleton are desirous of providing joint Code Enforcement services for both the City and County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FALMOUTH,  
COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY, THAT:**

That the Mayor is authorized to execute an Interlocal Agreement for Code Enforcement Services with the County of Pendletons.

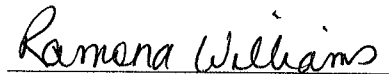
**CITY OF FALMOUTH**

BY



Ron Stinson  
Mayor

ATTEST:

  
Ramona Williams, Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FALMOUTH, KENTUCKY  
AND THE COUNTY OF PENDLETON, KENTUCKY FOR JOINT CODE  
ENFORCEMENT OFFICER**

This Agreement is entered by and between the City of Falmouth, (hereinafter “Falmouth”) in the County of Pendleton, in the Commonwealth of Kentucky and the County of Pendleton, (hereinafter “Pendleton”) in the Commonwealth of Kentucky.

**WITNESSETH:**

**WHEREAS**, KRS 65.210 through 65.300, of the Interlocal Cooperation Act, allows for agreements to foster interlocal cooperation, to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges, or authorities exercised or capable of exercise by a public agency of this state, may be exercised and enjoyed jointly with other public agencies; and,

**WHEREAS**, Falmouth and Pendleton agree to jointly provide Code Enforcement for both the City and County; and

**WHEREAS**, Pendleton is willing to provide Code Enforcement Officer(s) for both the City and County; and

**NOW, THEREFORE, IT IS AGREED** that the City of Falmouth and the County of Pendleton shall jointly adopt this Interlocal Agreement as follows:

**Section 1.0 Code Enforcement Services**

It is Agreed that the County of Pendleton will provide Code Enforcement Services, through use of its Code Enforcement Officers to the City of Falmouth. Services shall include, but are not limited, to visual inspection of properties for violations of Falmouth Ordinances, issuance of Citations and/or remedial plans, attendance at any Code Enforcement or other applicable Board or other hearings, and any and all other services related to the inspection and issuance of citations for code violations.

The County of Pendleton agrees to make available Code Enforcement Officers for the City of Falmouth, to perform all necessary and/or requested in the City of Falmouth's limits.

The City of Falmouth agrees to utilize the County of Pendleton's Code Enforcement Officers as set forth hereinabove.

**Section 2.0 Time Period of Agreement**

The initial period during which this agreement shall be effective shall be the fiscal years of the parties ending on June 30, 2023; during which time this agreement may not be unilaterally terminated by either Falmouth or Pendleton. Thereafter, this agreement shall continue in effect until it is terminated by written notice of either party, providing ninety (90) days written notice.

**Section 3.0 Services Pendleton Code Enforcement Officer(s)**

While this agreement is effective, Pendleton, shall provide Code Enforcement Officers to the City of Falmouth, providing services as set forth in Section 1.0 herein, in a manner similar to the services being provided to the County of Pendleton.

Each party shall take any and all action to necessary to establish the authority of the Code Enforcement Officers to perform code responsibilities within the City of Falmouth and County of Pendleton.

#### **Section 4.0 Compensation**

As compensation for the services provided herein, City of Falmouth shall pay the County of Pendleton, Fifteen Thousand (\$15,000.00) dollars. The parties agree that this payment may be spread out over the fiscal year of the parties.

#### **Section 5.0 Code Enforcement Supervision**

The Code Enforcement Officer(s) shall be subject to the direct administration, supervision, and control of the County of Pendleton, in regard to their appointment/employment. While performing Code Enforcement services in the City of Falmouth the Code Enforcement Officer(s) shall receive direction from the Mayor and/or his/her designee.

#### **Section 6.0 Insurance and Indemnification**

Each party shall have applicable insurance for actions taken by the Code Enforcement Officers within each respective party and shall indemnify and hold harmless the other from any claims brought for actions related to each respective party.

#### **Section 7.0 Standard Contract Provisions**

##### **7.1 Governing Law**

This Agreement shall be interpreted, construed, and enforced according to the laws of Kentucky.

##### **7.2 Assignment**

This Agreement may not be assigned by either City of Falmouth or County of Pendleton.

##### **7.3 Amendment**

This Agreement may not be amended by any means other than a written agreement signed by Falmouth and Pendleton.



#### **7.4 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

#### **7.5 Captions and Headings**

The captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

#### **7.6 Execution and Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but the same instrument.

#### **7.7 Third Party Beneficiaries Excluded**

This Agreement is only for the benefit of Falmouth and Pendleton; and the enforcement of it is limited to them. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

#### **7.8 Force Majeure**

Neither Falmouth nor Pendleton shall have any responsibility or liability pursuant to the provisions of this Agreement for delay or default caused by war, riot, fire, natural occurrences, or other causes beyond the reasonable control of Falmouth or Pendleton; but, upon the cessation of such cause, Falmouth and Pendleton shall diligently pursue the performance of those provisions delayed or precluded by such cause.

### **7.9 Ambiguities**

There shall be no judicial construction or interpretation of this Agreement to effect any interpretation of the provisions of this Agreement against the party who had that provision prepared.

### **7.10 Waiver**

No consent to or waiver by either Falmouth or Pendleton of any breach or default of any provision of this Agreement by any other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

### **7.11 Severability**

In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

### **Section 8.0 Cooperation**

Falmouth and Pendleton are committed to cooperating and working together to form and implement this partnership.

**IN WITNESS WHEREOF**, this Agreement has been signed by **RON STINSON**, as Mayor of the City of Falmouth and, and **DAVID FIELDS**, as Judge Executive of the County of

Pendleton, on the date beneath their respective names and titles, pursuant to the authority granted by action of the Falmouth City Council and Pendleton Fiscal Court.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement as of the 6 day of September, 2022.

**CITY OF FALMOUTH, KENTUCKY**

Ramona Williams  
Witness

Ron Stinson  
Ron Stinson, Mayor

**COUNTY OF PENDLETON, KENTUCKY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Fields, Judge Executive

Approved as to form and compatibility with the laws of the Commonwealth of Kentucky:

\_\_\_\_\_  
Commissioner-Kentucky Department of Local Government

\_\_\_\_\_  
Date