

Resolution 04-16-19:4: A resolution approving an amendment to the interlocal agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) and authorizing the Mayor to sign all relevant documents.

MOTION: Amy Hitch made a motion, second by Shannon Johnson to approve **Resolution 04-16-19:4** approving an amendment to the interlocal agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) and authorizing the Mayor to sign all relevant documents. Motion carried by a vote of 5-0-0.

Mr. Brett Price, Artistic Director with Kincaid Regional Theater was present to speak on their behalf to give an update on the current activities and what they have planned for the remainder of the year. He explained there were several leadership changes to the organization. Several events were in the planning stages and would be taking place throughout the County. They are planning an event involving the youth that would take place at the Griffin Center, a dinner and play in conjunction with the newly formed Pendleton Hills County Club, and working with the Spooktacular event in the Fall. Mr. Price was asking if the City would be a Corporate Sponsor as they had been in the past.

MOTION: David Klaber made a motion to give a \$5000 donation as budgeted to Kincaid Regional Theater as had been done in the past, seconded by Joyce Carson. All in favor, the motion passed 5-0-0.

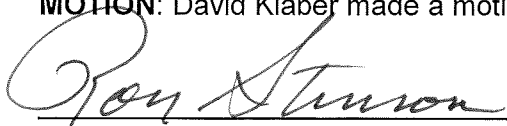
City Clerk Ramona Williams then asked Council for discussion of adding the delinquent tax bills to the website and offering an amnesty period for penalties. The total in arrears for 6 years is \$49,700 and does not currently include 2018 taxes. We do have the option to put liens on the properties however, in most cases, it is not cost effective to do so. It was mutually discussed and agreed upon to add the delinquent taxes to the website and offer an amnesty period for penalties. It would be the goal to have them added to the website by July 1.

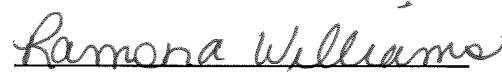
City Attorney Brandon Voelker then explained the process in which Council would proceed to fill the vacant council seat. There is a 30-day window in order to fill that vacancy by May 6th. Discussion then took place on accepting applications and setting a special meeting to do that interview process. It was decided a notice would be put on the City website and facebook page. There would be a deadline given of April 26th for applications to be accepted and a Special Meeting set for Thursday May 2, 2019 at 5:30 to interview potential candidates and make a choice for new Councilmember.

The Rumpke Contract was discussed and once a type was corrected, Rumpke was in agreement and should be ready for signature.

ADJOURNMENT

MOTION: David Klaber made a motion to adjourn, second by Joyce Carson; all aye. 4-0-0.


Ron Stinson, Mayor


Attest: City Clerk

ORIGINAL

RESOLUTION

04.16.19.1

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, 2019, 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 FALMOUTH , and the City Clerk of FALMOUTH is hereby authorized and directed to certify thereto.

ORIGINAL

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

AYES

NAYS

Amy Hurst
Shannon Johnson
Amy Hitch
Jayce Carson
David Klaber

COMMONWEALTH OF KENTUCKY

SS:

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 16 day of April, 2019.

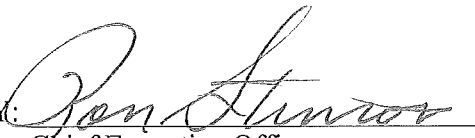
SIGNED Ramona Williams

CLERK OF FALMOUTH

ORIGINAL

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

INCORPORATED CITY OF FALMOUTH

BY: 
Chief Executive Officer

Date: 4/24/19

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: _____

Ramona Williams

From: KYTC Rural and Municipal Aid <RuralandMunicipalAid@ky.gov>
Sent: Friday, April 05, 2019 9:41 AM
To: Ron Stinson
Cc: Chrissy O'Hara
Subject: Rural Secondary Cooperative Program Invitation - Agreement and Resolution - Fiscal Year 2020
Attachments: FALMOUTH FY20 MUNICIPAL AGR & RES.pdf



Matthew G. Bevin
Governor

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

March 29, 2019

Dear Mayor,

The Department for Rural and Municipal Aid would like to extend an invitation to participate in the Rural Secondary Cooperative Program for fiscal year 2020. Participation in the Cooperative Program allows you to enter into an agreement with the Transportation Cabinet for the expenditure of your allotted share of Municipal Road Aid Funds. This program provides the eligible opportunity to receive emergency assistance for unforeseen municipal emergencies. Three percent (3%) of each participating municipality's apportionment is placed into the emergency fund for emergency needs.

Municipalities that choose to participate in the Cooperative Program will receive three payments for participating governments during fiscal year 2020, we will make sixty percent (60%) of projected revenue available on August 1, 2019. The remaining funds will be made available during fiscal year with the final payment being made at the end of the fiscal year after the actual motor fuel collections are tabulated. Please note there are no administrative charges to the program. Municipalities which choose not to participate in the program will receive Municipal Road Aid funding through the Department for Local Government (502-892-3487). The monthly funds received are based on fuel sales of the preceding month.

If you are interested in participating in the Cooperative Program, you must print, sign and return a copy of the enclosed agreement and resolution to our office by July 1, 2019. If you require

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, 2019, this amount is **\$43,491.44** (the “Apportionment”). 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 2020.

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 **\$25,312.00**.

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.

Shelby Peel

Executive Staff Advisor

Office of Rural & Secondary Roads

Desk: 502-782-4732

Office: 502-564-2060

Keep up with the Transportation Cabinet:



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ORIGINAL

**CITY OF FALMOUTH
RESOLUTION 04.16.19:2**

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF CHRIS DANIELS TO THE GENE SNYDER AIRPORT BOARD TO FILL OUT THE TERM VACATED BY TED DANIELS.

Be it resolved by the City of Falmouth, Kentucky:

Section 1: That the Mayor's appointment of Chris Daniels to the Gene Snyder Airport Board for a term ending April 30, 2022, vacated by Ted Daniels who resigned, be and hereby is approved.

Section 2: This Resolution shall take effect upon its passage and approval as required by law.

Enacted Regular Meeting April 16, 2019.

CITY OF FALMOUTH, KENTUCKY

BY: 

Ron Stinson, Mayor

ATTEST:



Ramona Williams, City Clerk

ORIGINAL

**CITY OF FALMOUTH
RESOLUTION 04.16.19:3**

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF JEFF CROPPER TO THE GENE SNYDER AIRPORT BOARD REPLACING HOWARD MCGURTY FOR A TERM BEGINNING MAY 1, 2019 AND ENDING APRIL 30, 2023.

Be it resolved by the City of Falmouth, Kentucky:

Section 1: That the Mayor's appointment of Jeff Cropper to the Gene Snyder Airport Board for a term ending April 30, 2023, formerly held by Howard McGurty whose term ended, be and hereby is approved.

Section 2: This Resolution shall take effect upon its passage and approval as required by law.


Enacted Regular Meeting April 16, 2019.

CITY OF FALMOUTH, KENTUCKY

BY:


Ron Stinson, Mayor

ATTEST:


Ramona Williams, City Clerk

**CITY OF FALMOUTH
RESOLUTION 04.16.19:4**

ORIGINAL

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT CREATING THE BLUEGRASS AND CENTRAL KENTUCKY UNIFIED POLICE PROTECTION SYSTEM (BACKUPPS) AND AUTHORIZING THE MAYOR TO SIGN ALL RELEVANT DOCUMENTS.

WHEREAS, The City of Falmouth has considered an Amendment to the Interlocal Agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS);

WHEREAS, KRS65.240 requires the authorization of an interlocal agreement to be memorialized by ordinance or resolution;

NOW THEREFORE, be it resolved by the City of Falmouth:

Section 1: That the Amendment to the Interlocal Agreement creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) is hereby approved in substantially the same form as the attached Agreement.

Section 2: That the City of Falmouth specifically agrees to abide by the Model Standard Operating procedures adopted by the BACKUPPS Board unless the Board authorizes the City to utilize different SOPs.

Section 3: That the Mayor is authorized to execute the Interlocal Agreement, acknowledgment of Model SOPs and any relevant documents on behalf of the City.

Enacted this 16 day of April, 2019.

CITY OF FALMOUTH, KENTUCKY

BY: Ron Stinson

Ron Stinson, Mayor

ATTEST:

Ramona Williams

Ramona Williams, City Clerk