

ORIGINAL



**City of Falmouth  
October 24, 2023**

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**City Council Special Meeting**

**Minutes**

City Council Convened at 7:00 p.m., Mayor Sebastian Ernst presiding and calling the meeting to order. Present were Councilmembers Darryl Ammerman, Joyce Carson, Sabrina Hazen, Amy Hurst, Bob Pettit, and Luke Price.

Also in attendance was City Clerk Susan L. Bishop. Absent was City Attorney Brandon Voelker.

**Ordinances/Resolutions/Municipal Orders:**

Ordinance 2023:5, Electric Franchise, Second Reading

Mayor Ernst gave the second reading of Ordinance 2023:5 in the absence of City Attorney Brandon Voelker. Motion to approve was made by Councilmember Bob Pettit, second by Councilmember Darryl Ammerman. All aye. Motion passed.

Ordinance 2023:6, Flood Damage Prevention, Second Reading

Mayor Ernst gave the second reading of Ordinance 2023:6. Motion to approve was made by Councilmember Darryl Ammerman, second by Councilmember Luke Price. All aye. Motion passed.

Ordinance 2023:7, Prohibiting Engine "Jake" Braking, Second Reading

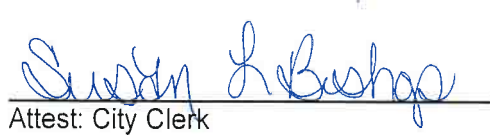
Mayor Ernst gave the second reading of Ordinance 2023:7. Motion to approve was made by Councilmember Sabrina Hazen, second by Councilmember Joyce Carson. All aye. Motion passed.

**Adjournment:**

Motion to adjourn the special meeting was made by Councilmember Amy Hurst, second by Councilmember Luke Price. All aye. Motion passed.

Special Meeting was adjourned.

  
Sebastian Ernst, Mayor

  
Attest: City Clerk

COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON  
CITY OF FALMOUTH  
ORDINANCE NO. 2023:5

ORIGINAL

**AN ORDINANCE OF THE CITY OF FALMOUTH, IN PENDLETON COUNTY KENTUCKY ESTABLISHING AN EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS, AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC THROUGH AND FOR CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

WHEREAS, the City of Falmouth is currently providing electric to its residents and K.R.S. 96.010 through 96.045; and

WHEREAS, Sections 163 of the Kentucky Constitution prohibits public utilities from using the streets, alleys, and other public grounds within a city without a franchise for that use; and

WHEREAS, the City of Falmouth is desirous of seeking a franchise for the use of the City streets, alleys and public grounds for the transmission and distribution of electric through and for consumption within the City; Furthermore for the sale of the City's infrastructure that is currently used and would be used by a prospective bidder; and

WHEREAS, this ordinance is enacted for the purpose of complying with the Constitution and Statutes of Kentucky and pursuant to the authority and requirements of Sections 163 and 164 of the Kentucky Constitution and K.R.S. 96.010 through 96.045.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY OF FALMOUTH, PENDLETON COUNTY, KENTUCKY AS FOLLOWS:**

**Section 1.0 – Definitions**

As used herein, the following words and phrases have the meanings indicated for them:

The word "City" means the City of Falmouth, in Pendleton County, Kentucky.

The words "continuing default" mean a default lasting for a period of more than thirty (30) consecutive calendar days.

The word "facilities" means the tangible apparatus, equipment and instrumentalities and the appurtenances thereto used for the transmission and distribution of electric through and within public property in the City, including, without limitation, poles, wires, cables, cross-arms, conduits, anchors, junction boxes, manholes, mains, pipes, and valves.

The word "Franchisee" means the person to whom the City has awarded and granted a franchise hereby established.

The words "public property" mean real estate in the City of Falmouth that has been dedicated or is otherwise open to public use and is subject to regulation by the City of Falmouth.

The words "calendar quarter" mean three months ( $\frac{1}{4}$ ) of a calendar year composed of the months of either: (a) January, February, and March; or (b) April, May and June; or (c) July, August, and September; or (d) October, November, and December.

## **Section 2.0 – Franchise**

There is hereby established an exclusive franchise for the use of the public property within the City for the transmission and distribution of electricity for consumption both within and outside of the City. Furthermore, a Franchise is issued for the sale and use of the City's existing infrastructure within its rights of way, that the City has utilized to operate its electric system.

## **Section 3.0 – Terms of Franchise**

As required by K.R.S. 96.010, the terms and conditions of the franchise hereby established are as follows, for a period of ten (10) years.

### **3.1 Bidding Requirement**

Pursuant to Section 164 of the Kentucky Constitution, before granting the franchise hereby established, the City shall first, after due advertisement, receive bids therefor publicly, and award it to the highest and best bidder; but the City shall have the right to reject any and all bids.

### **3.2 Bond Requirement**

Pursuant to the requirements of K.R.S. 96.020(1), each bid for the franchise hereby established shall include cash or a certified check equal to five percent (5%) of the fair estimated cost of the plant required to render the service. The deposit shall be forfeited to the City in case the bid is accepted and the bidder fails, for thirty (30) days after the confirmation of the sale, to pay the price bid and to give a sufficient bond in a sum equal to one-fourth ( $\frac{1}{4}$ ) of the fair estimated cost of the plant to be erected. The bond shall be conditioned to be enforceable in case the person giving it fails, within a reasonable time, to establish a suitable plant for rendering the service and begin rendering the service in the manner set forth in the terms of the sale; provided, however, that pursuant to the provisions of K.R.S. 96.020(2), this section 3.2 shall not apply to a person already owning a plant and equipment sufficient to render the service required under the franchise hereby established.

### **3.3 Reservation of Rights**

Pursuant to the requirements of K.R.S. 96.060, the City hereby reserves all of the rights identified therein and within the meaning thereof; and the City shall have all of the rights, privileges and authority established thereby; and the Franchisee shall comply with all of the lawful exercise thereof by the City and with all other laws, rules and regulations of all governmental agencies having jurisdiction thereof.

### **3.4 Franchise Exclusive**

The franchise hereby established is an exclusive franchise and is hereby established pursuant to the Kentucky Certified Service Territories Act at KRS 278.016, *et seq* and other applicable law.

### **3.5 Franchise Not Assignable**

The franchise established hereby shall not be assignable without the written consent of the City; however, the Franchisee may assign the franchise to any affiliate which may, during the term of the franchise assume the obligation to provide electricity throughout and for consumption within the City without being required to seek the City's consent to such assignment.

### **3.6 Franchise Area**

The franchise established hereby shall be for the use of those portions of the public property within the City that are included in the territory for which the Franchisee has been certified by the Public Service Commission of Kentucky pursuant to K.R.S. Chapter 278.

### **3.7 Effective Period of Franchise**

The franchise established hereby shall be effective for a period of 20 years, beginning on the first day of the calendar month immediately following the grant and award of a franchise hereby established to a Franchisee and ending \_\_\_\_\_ years thereafter, unless previously terminated by the City pursuant to the provisions hereof or as otherwise provided by operation of law.

### **3.8 Franchise Termination**

In the event of any continuing default by a Franchisee of any of the obligations of the franchise hereby established and after a written notice and description thereof to the Franchisee from the City by certified mail, return receipt requested, and upon the failure of the Franchisee to reasonably cure the default within a reasonable period of time the City may terminate the franchise awarded and granted to the defaulting Franchisee, through a written notice thereof to the Franchisee, by certified mail, return receipt requested, to be effective no less than ninety (90) days from delivery of said written notice

### **3.9 Franchisee Rights and Privileges During Effective Period**

While the franchise established hereby is effective, the Franchisee may engage in the following activities; but always subject to the rights reserved by the City pursuant to the provisions of the previous Section 3.3 hereof:

#### **3.9.1 Continuation of Existing Facilities**

Upon purchase or lease, the continued operation, use, maintenance, repair construction and/or reconstruction to the existing condition thereof all of the facilities of the City and/or those placed by the Franchisee within or upon any public property within the City.

### **3.9.2 New Facilities**

The Franchisee shall provide commercially reasonable notice of any non-emergency extension or expansion of any existing facilities of the Franchisee, or the construction or installation of new facilities within the franchise area; and the plans and specifications for such new facilities to the City. The Franchisee shall abide by the City's permitting process and receive the necessary approval thereof by the Mayor or the designee thereof, which approval shall not be withheld unless the extension, expansion, construction, or installation described in those plans and specifications is contrary to the public health, safety, welfare, and convenience. In the event that any request for the extension or expansion of any existing facilities of the Franchisee or the construction or installation of new facilities of the Franchisee is denied by the Mayor or his designee, such denial shall be set forth in writing with the basis of the denial set forth therein within thirty (30) days of the Franchisee's notice. If written denial or approval is not received within thirty (30) days of the Franchisee's notice, the extension, expansion, construction, or installation request shall be deemed approved. The City acknowledges that the Franchisee has a statutory duty to provide adequate efficient and reasonable service and that the Franchisee shall not be prevented from fulfilling that statutory obligation due to any delay by the Mayor or the designee thereof in giving or failing to give any approval described herein.

### **3.9.3 Pavement Removal, Excavation and Grading**

The Franchisee shall provide commercially reasonable notice of any non-emergency removal or revision of any pavement and any excavation and grading reasonably necessary within any public property in the franchise area and the plans and specifications for such new facilities to the City. The Franchisee shall abide by the City's permitting process and receive necessary approval thereof by the Mayor or the designee thereof, which approval shall not be withheld unless the proposed pavement removal, excavation or grading are contrary to the public health, safety, welfare, and convenience. In the event that any request for pavement removal or revision, excavation or grading is denied by the Mayor or his designee, such denial shall be set forth in writing with the basis of the denial set forth therein within thirty (30) days of the Franchisee's notice. If a written denial or approval is not received within thirty (30) days, the removal or revision of any pavement and any excavation and grading shall be deemed approved. The City acknowledges that the Franchisee has a statutory duty to provide adequate efficient and reasonable service and that the Franchisee shall not be prevented from fulfilling that statutory obligation due to any delay by the Mayor or the designee thereof in giving or failing to give any approval described herein.

### **3.9.4 Right of Way Maintenance**

The Franchisee shall have the right, without payment of fees, to cut, trim or remove any trees, overhanging branches, or other obstructions on public property which in the reasonable opinion of the Franchisee may endanger or interfere with the efficient installation or maintenance of facilities. If, during the franchise period, the City closes to public use any public property in or on which facilities of the Franchisee are located, the City shall make such provisions as may be

legal and necessary to grant the Franchisee the right to retain the facilities thereof within that public property, along with the rights to maintain and operate such facilities

### **3.9.5 Other Activities**

All other activities that are reasonably necessary for the use by the Franchisee of the public property within the franchise area pursuant to the provisions of the franchise hereby established.

### **3.10 Franchisee Obligations During Effective Period**

While this franchise is effective the Franchisee shall:

#### **3.10.1 Surety Bond**

Provide the City with and continually maintain a surety bond with (a) the City as the Obligee; and (b) the Franchisee as the Principle; and (c) a surety approved by the Mayor of the City, in an amount equal to \$50,000.00 conditioned upon the faithful performance by the Franchisee of the terms and conditions of the franchise hereby established; provided, however, that this requirement may be waived by the Mayor or the designee thereof upon the reasonable satisfaction thereof with the net worth of the Franchisee.

#### **3.10.2 Liability Insurance**

Provide the City with and continually maintain a comprehensive policy of liability insurance, with the Franchisee and the City as named insureds, and with limits not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, by which the Franchisee and the City are insured against any legal liability to others that is in any way related to any acts or omissions of the Franchisee pursuant to the franchise hereby established; provided, however, that this requirement may be waived by the Mayor or the designee thereof upon the reasonable satisfaction thereof with the net worth of the Franchisee.

#### **3.10.3 Provision of Electricity**

Provide electricity to the consumers thereof within the City that is no less in character, quantity and geographical area than that provided at the time a franchise established hereby is granted and awarded to the Franchisee; and also equal to and no less in character and quantity than that provided to consumers thereof outside of the City and according to the same terms, conditions, rates, charges and costs as approved by the Kentucky Public Service Commission ("Commission")

#### **3.10.4 Maintenance of Facilities**

Cause the facilities of the Franchisee within the franchise area to be maintained and repaired to a condition that is functional and safe and not a hazard to the public health, safety, welfare, and convenience.

### **3.10.5 Prosecution of Work**

During the construction, maintenance, repair, replacement, re-construction, expansion, extension, new construction or installation of any of the facilities of the Franchisee, the Franchisee shall promptly and diligently prosecute such activities to completion within a reasonable time, and at the least possible hazard to the public health, safety, inconvenience and general welfare; and, upon completion thereof, the public property of the City in which those activities occurred shall be restored by the Franchisee to a condition that is as good or better than the condition thereof at the time of the commencement of those activities.

### **3.10.6 Relocation of Facilities**

During any construction, maintenance, repair, replacement, improvement, or expansion by the City of any of the public property within the franchise area or any improvements therein other than the facilities of the Franchisee, or at any other time, the Franchisee shall, remove, relocate, or adjust any of the facilities of the Franchisee in such public property within a reasonable time after a written request therefor from the City.

### **3.10.7 Reserved Rights of the City**

Comply with the exercise by the City of all the rights thereof reserved by the City pursuant to the provisions of the previous Section 3.3 hereof.

### **3.10.8 Franchise Fee**

Pay to the City within thirty (30) days after the end of each calendar quarter any existing and/or enacted franchise fee during the term of any franchise. Any franchise fee shall be paid based on a percentage of gross receipts, not to exceed (5%) of the gross receipts of the Franchisee from the sale of and natural gas for consumption within the City during the previous calendar quarter, along with a certification signed by an officer of the Franchisee or a Certified Public Accountant employed by or on behalf of the Franchisee indicating the quarter's gross receipts, payment calculation, and any necessary gross-ups for collections by the Franchisee. The franchise fee required hereby is not in substitution or in lieu of any other tax, fee, imposition, or charge for which the Franchisee would otherwise be responsible and liable. The franchise fee required hereby is in consideration of the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the provisions of the franchise hereby established, since such use is a valuable right in property, the acquisition and maintenance of which is very expensive to the City; and, without such use, the Franchisee would be required to acquire easements in private property for the transmission and distribution of either or both electricity and natural gas, at considerable expense to the Franchisee.

### **3.10.9 Release**

Except to the extent otherwise prohibited under Kentucky law, release, acquit and forever discharges the City, and all of the officers, agents, employees, successors and assigns thereof, from each, every, any and all uninsured obligations and liabilities of any of them to the

Franchisee and the successors and assigns thereof for each, every, any and all personal injuries, property damage, costs, expenses, losses, compensation and all other damages of every kind and nature, and all claims and causes of action therefore, at law, or in equity, which may accrue to the Franchisee and the successors and assigns thereof, through any act, omission, event or occurrence proximately caused by any negligence of the City that is in any way related to the administration of the franchise established hereby or the award or grant thereof by the City to the Franchisee or the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the franchise established hereby

### **3.10.10 Indemnification**

Pay, indemnify and hold the City and the officers, agents, employees, successors and assigns thereof harmless from and to defend them at the request of the City and at the sole cost and expense of the Franchisee, from each, every, any and all obligations and liabilities of any of them to others and the executors, administrators, heirs, successors and assigns of such others for each, every, any and all personal injuries, property damage, costs, expenses, losses, compensation and all other damages of every kind and nature, and all claims and causes of action therefore, at law, or in equity, including, without limitation, claims of third parties for indemnification and/or contribution, which may accrue to such others and their executors, administrators, heirs, successors and assigns, through any act, omission, event or occurrence proximately caused by the negligence of the Franchisee which is in any way related to the franchise established hereby or the award or grant thereof by the City to the Franchisee or the use of the public streets, alleys and other public grounds within the City by the Franchisee pursuant to the franchise hereby established.

### **3.11 Franchisee Obligations After Effective Period**

The Release obligation of the Franchisee provided in the previous Section 3.10.9 and the Indemnification obligation of the Franchisee provided in the previous Section 3.10.10 shall continue after the effective period of the franchise hereby established regarding all such claims that accrue during the effective period.

### **Section 4.0 – Construction**

This ordinance shall not be construed in a manner which would create an obligation, requirement or duty on the part of the Franchisee which is in any way inconsistent with Kentucky law or its tariff on file with and approved by the Commission.

### **Section 5.0 – Conflicting Ordinances Repealed**

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

### **Section 6.0 – Effective Date**



ORIGINAL

This Ordinance shall take effect and be in full force when passed, published, and recorded according to law.

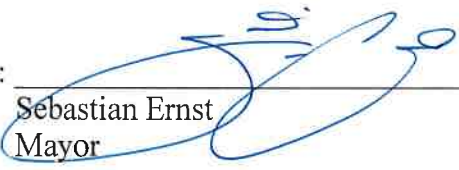
1<sup>st</sup> Reading - October 17<sup>th</sup>, 2023.

2<sup>nd</sup> Reading - October 24<sup>th</sup>, 2023.

Vote: 6, Yes, 0, No

City of Falmouth  
Pendleton County, Kentucky

By: \_\_\_\_\_

  
Sebastian Ernst  
Mayor

Attest:

  
Susan L. Bishop, City Clerk

## SUMMARY OF ORDINANCE

1). The City of Falmouth, Kentucky, at a meeting held on October 24<sup>th</sup>, 2023, and adopted the following Ordinance No. 2023:5:

**AN ORDINANCE OF THE CITY OF FALMOUTH, IN PENDLETON COUNTY KENTUCKY ESTABLISHING AN EXCLUSIVE FRANCHISE FOR THE USE OF THE PUBLIC STREETS, ALLEYS, AND OTHER PUBLIC GROUNDS OF THE CITY FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC THROUGH AND FOR CONSUMPTION WITHIN THE CITY; AND PROVIDING THE TERMS THEREOF.**

The purpose of the Ordinance was to comply with the Constitution and Statutes of Kentucky and pursuant to the authority and requirements of Sections 163 and 164 of the Kentucky Constitution and K.R.S. 96.010 through 96.045.

This Ordinance is being published in the Title and Summary. A complete copy of the Ordinance may be reviewed at the office of the City Clerk, City of Falmouth, Kentucky.

CITY OF FALMOUTH, KENTUCKY

By: /s/Susan Bishop, Clerk

Prepared and Certified by:

/s/Brandon N. Voelker  
Brandon N. Voelker (88076)  
Gatlin Voelker PLLC  
50 E. Rivercenter BLVD., Suite 1275  
Covington, Kentucky 41011  
(859) 781-9100  
bvoelker@gatlinvoelker.com  
Attorney for City of Falmouth

care network serving individuals across Illinois and Michigan, the following are seven potential warning signs of diabetes.

1. Frequent urination: This is one of the key indicators of diabetes. When diabetes is present, the kidneys work harder to rid the body of excess sugar, producing more urine.
2. Dry mouth and excessive thirst: This goes in conjunction with frequent urination, as the body is trying to increase fluid to alleviate excess sugar.
3. Dry skin: Dry skin, especially around the feet, can be a symptom of diabetes.
4. Slow-healing wounds: A higher blood sugar level can interfere with the body's ability to heal wounds.
5. Blurry vision: Some people notice vision changes that do not seem to be tied to an eye illness or another condition. This may be a result of diabetes.
6. Weight loss: Sudden weight loss without trying to lose weight is often an indication that something isn't quite right. Diabetes could be the culprit.
7. Yeast infections and UTIs: Women may experience more frequent vaginal yeast infections and urinary tract infections if they have diabetes.

If a person is experiencing any of these conditions, he or she should schedule an appointment with a health care provider to determine if diabetes is to blame.

the clincher—Buy Nothing Day is on Black Friday—the biggest shopping day of the year, of all days.

National Buy Nothing Day started as a concept from Canadian artist Ted Dave. It's essentially "a day of protest in which participants pledge to buy nothing for 24 hours to raise awareness of the negative environmental, social, and political consequences of overconsumption." britannica.com This day started as an antithesis to Black Friday. As Black Friday seemingly became a permanent American entity, Dave was disturbed seeing a day of chaos and greed following a day set aside for thankfulness and family gatherings. In 1992, he and Adbusters editor-in-chief Kalle Lasn established an anti-consumerism protest to encourage people to look at another way to spend the day after Thanksgiving.

Maybe you are a die-hard Black Friday shopper or think this "Buy Nothing Day" is a great idea. Maybe you are a business owner who relies on Black Friday sales. Maybe you are a store clerk who is overwhelmed by the craziness and nastiness of shoppers. Maybe you are a server who depends on tips on this busy day. Or maybe you are a grandma who would love for visitors to come in and eat leftovers on November 24th. How ever you decide to spend the day after Thanksgiving, maybe you'll "think" about some of these things on National Buy Nothing Day.

*Published 11-21-23*

### NOTICE TO THE PUBLIC

The Special Education Department of the Pendleton County School System is hereby giving notice that all Special Education records of students who graduated/exited Pendleton County Schools in the school year ending June 30, 2018 (2017-2018) will be destroyed on or about January 1, 2024. If you do not want your Special Education Records destroyed, you must submit a written request before December 15, 2023.

Please submit your written request to:

**Donna Pollard**  
**Director of Special Education**  
 2525 Hwy 27N  
 Falmouth, KY 41040

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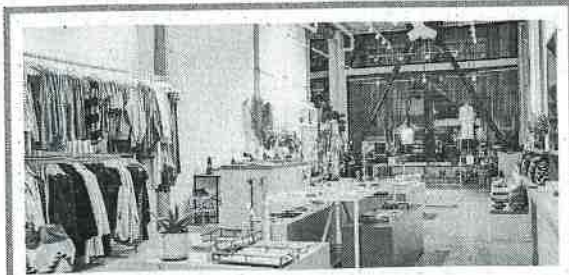
This Ordinance is being published in the Title and Summary. A complete copy of the Ordinance may be reviewed at the office of the City Clerk, City of Falmouth, Kentucky.

CITY OF FALMOUTH, KENTUCKY

By: /s/ Susan Bishop, Clerk

Prepared and Certified by:

/s/Brandon N. Voelker  
 Brandon N. Voelker (88076)  
 Gatlin Voelker PLLC  
 50 E. Rivercenter BLVD., Suite 1275  
 Covington, Kentucky 41011  
 (859) 781-9100  
 bvoelker@gatlinvoelker.com  
 Attorney for City of Falmouth



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**ORIGINAL**

**COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON  
CITY OF FALMOUTH  
ORDINANCE NO. 2023:6**

**AN ORDINANCE OF THE CITY OF FALMOUTH, IN PENDLETON COUNTY, KENTUCKY, AMENDING ORDINANCE 2017-96-08 OF THE FALMOUTH CODE OF ORDINANCES, IN ORDER TO UPDATE THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE TO INCLUDE PROVISIONS OF THE CURRENT KENTUCKY MODEL FLOOD ORDINANCE SO THAT THE CITY MAY RECEIVE CREDIT UNDER THE COMMUNITY RATING SYSTEM PROGRAM THEREBY QUALIFYING FOR LOWER FLOOD INSURANCE RATE.**

**WHEREAS**, the City of Falmouth has adopted its Flood Damage Prevention Ordinance via approval of Ordinance 2017-96-08, as amended, and as incorporated into the Falmouth Code of Ordinances; and

**WHEREAS**, the City's Flood Damage Prevention Ordinance has been amended from time to time, a copy of which is incorporated herein by reference, which copy shows the amendments; and

**WHEREAS**, the City of Falmouth wishes to amend the Flood Damage Prevention Ordinance further in order to include provisions of the current Kentucky Model Flood Ordinance so that the City may receive credit under the Community Rating System Program thereby qualifying for lower flood insurance rates.

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FALMOUTH, PENDLETON COUNTY, KENTUCKY, AS FOLLOWS:

**SECTION 1.** Ordinance 2017-96-08, as amended, the City's amended Flood Damage Prevention Ordinance, which is incorporated herein by reference as if fully rewritten herein.

**SECTION 2.** The WHEREAS recitals above are made a part of this Ordinance.

**SECTION 3.** This Ordinance shall take effect and be in full force when passed, published, and recorded according to law.

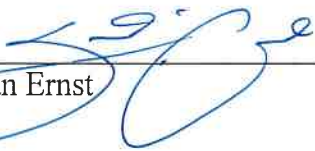
1<sup>st</sup> Reading - October 17<sup>th</sup>, 2023.

2<sup>nd</sup> Reading - October 24<sup>th</sup>, 2023.


Vote: 6, Yes, 0, No

City of Falmouth  
Pendleton County, Kentucky

ORIGINAL

By:   
Sebastian Ernst  
Mayor

Attest:

  
Susan L. Bishop, City Clerk

C V F  
O E T

kwards.

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**10/24 Crypto solution:**  
**A. counter**                      **C. mirror**  
**B. vanity**                        **D. cabinets**



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*Published  
10-31-23*

COMMONWEALTH OF KENTUCKY  
 COUNTY OF PENDLETON  
 CITY OF FALMOUTH  
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1<sup>st</sup> Reading - October 17<sup>th</sup>, 2023.

2<sup>nd</sup> Reading - October 24<sup>th</sup>, 2023.

Vote: 10 Yes, 0 No

City of Falmouth  
Pendleton County, Kentucky

By:   
 Sebastian Ernst  
 Mayor

Attest:  
  
 Susan L. Bishop, City Clerk

ORIGINAL

**COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON  
CITY OF FALMOUTH  
ORDINANCE NO. 2023:7**

**AN ORDINANCE MAKING UNLAWFUL THE OPERATION OF COMPRESSION  
RELEASE TYPE ENGINE BRAKES, SOMETIMES REFERRED TO AS “JAKE  
BRAKING” WITHIN THE CITY OF FALMOUTH, PENDLETON COUNTY,  
KENTUCKY**

**Whereas**, the City of Falmouth has received numerous complaints of noise from trucks utilizing an engine braking system on certain roadways within the city of Falmouth, and said noise interferes with property owner’s rights for the quiet enjoyment of their property; and

**Whereas**, the practice of “Jake Braking” by large trucks and the noise created by this process is disruptive to residents and businesses, with properties located near the roadways in which the trucks travel.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FALMOUTH,  
PENDLETON COUNTY, COMMONWEALTH OF KENTUCKY AS FOLLOWS:**

**Section I**

It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the City of Falmouth, Kentucky any mechanical exhaust device, motor brake, or any other type of compression release type braking system that utilizes engine compression release or engine retarders (commonly referred to as “Jake Braking”) as a means of slowing or braking the speed of a tractor, semi-truck, motor carrier and/or bus in lieu of applying the clutch or brakes.

**Section II**

Any person violating this Ordinance shall be punished by a fine of \$200 for each offense.

**Section III**

Any section or provision of this Ordinance which is declared invalid by a court of competent jurisdiction for any reason, such declaration shall not invalidate, or adversely affect, the remainder of this Ordinance.

**Section IV**

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


**ORIGINAL**

First Reading- October 17<sup>th</sup>, 2023


Second Reading- October 24<sup>th</sup>, 2023

Votes Cast 6 Yes 0 No

City of Falmouth

By:   
Sebastian Ernst  
Mayor

Attest:

  
Susan Bishop  
Clerk



at 5:30 p.m. and auction at 7 p.m. with Clay and Marvin Sullivan. Lots of good items up for bid as well as the site auction.

Please come and support this project to help the schc arships for our youth in the community.

Published  
10-31-23

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COMMONWEALTH OF KENTUCKY  
COUNTY OF PENDLETON  
CITY OF FALMOUTH  
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Mo

Pendleton County Fi  
in the upstairs meeting ro  
City of Falmouth Co  
Regular meeting: third T  
meeting room.

City of Butler Counci  
city hall meeting room.

Pendleton County Sc  
adjusted for Monday holi

Planning and Zoning  
upstairs meeting room of

Ambulance Board--Se  
the station meeting room.

Recreation Commissi  
at the BINGO hall.

Library Board of Trus  
held at the library.

109 Board--Minimum  
County Cemetery Bo

Non-g

Tourism Council--Thi

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INVESTMENTS AVAI

KAC  
KENTUCKY AGRIC  
DEVELOPMENT

Pendleton County Ex  
Office

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Falmouth, KY 410

859-654-3395

Lindie.huffman@uky

Visit Pendleton.ca.uky.edi  
details or director