

CITY COUNCIL MEETING Minutes April 20, 2021

After the pledge and invocation by Amy Hurst, Mayor Stinson called the Meeting to order.

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

Also present: Attorney Brandon Voelker

Officer Mark Branham and Bailey Koeninger, 5th grade teacher at Southern Elementary, presented five students with gift cards and certificates for the best essays in a writing contest for the 5th grade. Pictures were taken of Officer Branham, Ms. Koeninger, Mayor Stinson and the students for The Outlook.

Melanie Hartzel with Pendleton County Tourism updated Council on the upcoming POP (Pendleton Outdoor Palooza) event on June 19. There will be numerous activities such as boating, golfing, ziplining, Farmer's Market and food trucks and the events will take place at various locations such as Kincaid Lake, Pendleton Hills, Camp Northward and The Fairgrounds. There will be a concert at The Griffin Center at 7:00 that evening. The Tourism Council hopes to have flyers and some other advertisements out soon to promote the event. Ms. Hartzel also let Council know that the 4th of July Parade would be held July 3 at 2:00; the Art Walk will be September 11; there will be a 5K Run either October 23 or 30; and the Christmas Parade will be December 4.

Tracy Pratt-Savage with Licking Valley Adventures provided two handouts and gave a brief presentation about Licking Valley Adventures, how it was started, which counties are involved, etc.

Stephanie Schlueter with Three Rivers Health District and Kenna Knight with the Pendleton County Extension Office updated Council on the Walkability Audit recently conducted. They provided a map of the route that was taken and pictures of areas needing sidewalks and/or crosswalks, or crosswalks that need painted. They also provided information on Way-Finding Signage such as cost, funding and paddle sign options. They currently have funding for four signs throughout Falmouth, two on 27 and two uptown. Council agreed to fund a fifth sign that will also go on 27. If there are any suggestions for the additional paddle signs, that information can be given to Joyce Carson or Luke Price and they will get it to Stephanie and Kenna.

APPROVAL OF MINUTES - March 16, 2021 Council Mtg. and April 6, 2021 Caucus Mtg.

MOTION: Amy Hurst made a motion to approve the minutes, seconded by Darryl Ammerman. Motion carried 6-0-0.

ORDINANCES/RESOLUTIONS

Ordinance 2021:2 2nd Reading amending the Fire Department ordinance.

MOTION: Luke Price made a motion to approve Ordinance 2021:2, seconded by Amy Hurst. Motion carried 6-0-0.

Ordinance 2021:3 1st Reading to approve Supplement to Code S-31.

Resolution 04.20.21:1 Municipal Road Aid Agreement.

MOTION: Sebastian Ernst made a motion to approve Resolution 04.20.21:1, seconded by Joyce Carson. Motion carried 6-0-0.

Resolution 04.20.21:2 To surplus Water/Wastewater truck.

MOTION: Craig Owen made a motion to approve Resolution 04.20.21:2, seconded by Darryl Ammerman. Motion carried 6-0-0.

OLD BUSINESS

Bridge Lights Update: Luke Price stated he has received one quote for the lights and is still waiting on the second quote.

Street Light Update: The Maintenance Department has installed some of the lights. More lights have been ordered and will be installed as staffing permits.

OTHER

Joyce Carson asked Mayor Stinson if Wayne Lonaker responded regarding the rate quote to East Pendleton. Mayor Stinson stated he had reached out to Mr. Lonaker but has received no response.

ADJOURNMENT

MOTION: Amy Hurst made a motion to adjourn, seconded by Luke Price. Motion carried 6-0-0.

Ron Stinson, Mayor

Attest: City Clerk

na Williams

COMMONWEALTH OF KENTUCKY COUNTY OF PENDLETON CITY OF FALMOUTH ORDINANCE NO. 2021:2

AN ORDINANCE AMENDING THE CITY OF FALMOUTH'S CODE OF ORDINANCES REGARDING THE VOLUNTEER FIRE DEPARTMENT

Whereas, the City of Falmouth has a Volunteer Fire Department for the protection of Falmouth, as well as the entire County of Pendleton;

Whereas, the City of Falmouth Council has recently reviewed the applicable ordinances and is desirous of making certain amendments.

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

(Strikethrough portions are to be deleted, underlined portions are to be added as required by KRS 83A.060(3))

Section I

The City of Falmouth approves an amendment to the Code of Ordinances, Title III: Administration, Chapter 35 Police and Fire Departments, Sections §35.15-21 as follows:

VOLUNTEER FIRE DEPARTMENT

§ 35.15 ESTABLISHMENT

- (A) A Fire Department is hereby established in the city to be known as the Falmouth Volunteer Fire Department.
- (B) The Volunteer Fire Department shall consist of a Chief, two Assistant Chiefs an Assistant Chief. All Volunteer Members shall be 18 years of age or older, and as many members from the age of 18 and over as the City Council may from time to time establish by ordinance,
- § 35.16 APPOINTMENT OF THE FIRE CHIEF; ASSISTANT FIRE CHIEFS.
- (A) The Mayor, with the approval of the City Council, shall appoint a qualified Chief of the Volunteer Fire Department for a term of two years, and no more than two members of the Fire Department as Assistant Chiefs an Assistant Chief for a term of two years who shall perform the duties of the Chief in the absence of the Chief.
- (B) Before entering upon their duties, the Chief and Assistant Chiefs shall execute suitable bonds to the city as required for the faithful performance of their duties.

§ 35.17 DUTIES OF THE FIRE CHIEF.

- (A) The Chief shall have charge, custody of, and be responsible for the property and equipment of the Volunteer Fire Department; he shall be in command when the Department is called into service, or for practice, and he shall preside at the meetings of its members. The Chief shall oversee any training or other required compliance for the Department.
- (B) The Chief shall keep a register of the officers and members of the Department, as well as an inventory of the property and equipment of the Fire Department; shall keep a record of all fires, giving the location, character of building, and reported cause; shall keep the minutes of the meetings of the members of the Department; and shall perform such other duties as may be prescribed by the Mayor.
- (C) The Chief, under the supervision of Mayor, shall be responsible for quarterly examination of the fire hydrants and shall keep them in proper working condition for effective service, and shall report to the City Maintenance Department any defective fire hydrants needing repair. He shall make a written report monthly to the City Council at its regular meeting giving an inventory of the property and equipment of the Fire Department and showing the condition of same, and the number of times the Fire Department was called into active service.
- (D) The Chief shall submit all reports to the City Clerk's Office required by the Clerk, Mayor, and the Commonwealth of Kentucky.

§ 35.18 APPOINTMENT AND REMOVAL OF MEMBERS; VACANCIES.

- (A) The Chief of the Volunteer Fire Department shall recommend, and <u>Tt</u>he Mayor shall appoint, all members of the Department. The members shall be subject to removal at the pleasure of the Chief. Any member aggrieved by such action may appeal to the Mayor for a hearing on their removal. The decision of the Mayor shall be final.
- (B) Beginning January 1, 2001, there are authorized 35 members of the Volunteer Fire Department.

§ 35.19 MEETINGS; ADOPTION OF RULES AND REGULATIONS.

(A)—It shall be the duty of the officers and members of the Volunteer Fire Department to meet at least once each month for the purpose of practicing, and the consideration of the business of the Department, and the care of Department property and equipment. They may adopt such by laws, rules, and regulations as are not in conflict with the laws of the Commonwealth and ordinances of the city and as they may deem proper, subject to approval of such by laws, rules and regulations by City Council. The Chief shall keep a correct list of the officers and members attending each meeting.

§ 35,20 APPOINTMENT OF SECRETARY.

Annually at the first meeting of the members of the Volunteer Fire Department in January, following appointment of the Chief, the Department shall nominate one of its members as Secretary who shall serve as such for the term of two years. However, such nomination shall be subject to the appointment by the Mayor and approval of City Council.

§ 35.21 COMPENSATION; <u>EXPENSE REIMBURSMENT</u>, ANNUAL APPROPRIATION.

- (A) Compensation of officers and <u>expenses for officers and members of the Volunteer</u> Fire Department shall be as follows:
 - (1) Chief:
 - (a) Salary per month: \$600.
- (b) Compensation per run:
- 1. City run: \$15.
- 2. County run: \$15.
 - (2) Assistant Chief:
 - (a) Salary per month: \$500.
- (b) Compensation per run:
- 1. City run: \$15.
 - 2. County run: \$15.
- (3) Member: Compensation per run: Expense Reimbursement Per Run for Chief, Assistant Chief and Members:
 - (a) City run: \$15\$20.
 - (b) County run: \$15-\$20.
- (B) Expenses incurred in the performance of duties shall be reimbursed in accordance with city policies and procedure.
- (C) The City Council shall appropriate sufficient funds to pay compensation, and expenses, and allowances of the officers and members of the Volunteer Fire Department, as well as expenses of the Volunteer Fire Department such as fuel, equipment, and supplies, in accordance with annual budgetary requirements, policies, and procedures of the city.

Section II

That any section, or part of any section, or any provision of this Ordinance which is declared invalid by a Court of appropriate jurisdiction, for any reason, such declaration shall not invalidate, or adversely affect, the remainder of this Ordinance.

Section III

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

1 st Reading - <u>Harch 16</u> , 2021.	
2 nd Reading - <i>April 20</i> , 2021.	Vote: <u>6</u> , Yes, <u>0</u> , No
Published 5-4-21	

City of Falmouth Pendleton County, Kentucky

Røn Stinson Mayor

Attest:

Ramona Williams

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COMMONWEALTH OF KENTUCKY COUNTY OF PENDLETON ORDINANCE NO. 2021;2 CITY OF FALMOUTH

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Whereas, the City of Falmouth has a Volunteer Fire Department for the protection of Falmouth, as well as the entire County of Pendleton; Whereas, the City of Falmouth Council has recently reviewed the applicable ordinances and is desirous of making certain amendments

NOW; THEREFORE BE IT ORDAINED BY THE CITY OF FALMOUTH, COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY;

Strikethrough portions are to be deleted underlined portions are to be added <u>as reguired by KRS 834.060(3))</u>

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\$ 35.16 APPOINTMENT OF THE FIRE CHIEF; ASSISTANT FIRE CHIEFS.

- (A) The Mayor, with the approval of the City Council, shall appoint a qualified Chief of the Volunteer Fire Department for a term of two-years, and no more than two-members of the Pire Department as Assistant Chiefs an Assistant Chief for a term of two years who shall perform the duties of the Chief in the absence of the Chief.
- (B)—Before-entering upon their duties, the Chief and Assistant Chiefs shall execute suitable bonds to the city as required for the faithful performance of their duties.

§ 35.17 DUTIES OF THE FIRE CHIEF.

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(B) Beginning January 1, 2001, there are authorized 35 members of the Volunteer Fire Department.

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(A)—It shall be the duty of the officers and members of the Volunteer Fire Department to approval of such by laws, rules and regulations by City Council. The Chief shall keep a meet at least once each month for the purpose of practions, and the consideration of the may adopt such by laws, rules, and regulations as are not in conflict with the laws of the business of the Department, and the care of Department property and equipment. They Commonwealth and ordinances of the city and as they may deem proper, subject to correct list of the officers and members attending each meeting.

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Section II

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- (D) The Chief shall submit all reports to the City Clerk's Office required by the Clerk. Mayor, and the Commonwealth of Kentucky

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Section III
This Ordinance shall take effect and be in full force when passed, published recorded according to law.
1st Reading
2 nd Reading - April 20 , 2021 Vote: 6 Yes, O
Cify of Falmouth Pendleton County, Kentucky
Attest: Aftest: Aftest: Ren Stinson
Kamera Williams

h declaration

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nance which

No.

policies, and

04.20.21¹ RESOLUTION

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, 2021, 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			NAY	<u>'S</u>	
Amy Hurst	_				
Craig Owen	_	· · · · · · · · · · · · · · · · · · ·			
Darryl Ammerman					
Joyce Carson					
Sebastian Ernst					
Luke Price	•				
COMMONWEALTH OF KENTUCKY INCORPORATED CITY OF FALMOUTH					
I, Ramana Williamo,	City C	Lerk of	FALMOUTH	certify	that
the foregoing is a true copy	of the	Order	above. G	iven unde	er my
hand and seal of office	this	the _	20	day	of
<u>April</u> , 2021.					
	SIGN	ED Ran	nona Wi	lliams	<u></u>

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, 2021, this amount is \$44,053.23 (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. <u>Assignment of the Apportionment</u>. 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 2022.
- 3. <u>Distribution of Municipal Road Aid Funds</u>. The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows: The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below.
- 4. The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below. 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. <u>Use of Municipal Road Aid Funds</u>. 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. <u>Indemnification</u>. 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. <u>Reimbursement of Losses</u>. 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. <u>Authorization</u>. 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. <u>Choice of Law and Venue</u>. 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.

Ramona Williams

From:

KYTC Rural and Municipal Aid <RuralandMunicipalAid@ky.gov>

Sent:

Friday, April 9, 2021 11:18 AM

To: Cc: Ron Stinson; Ramona Williams; Ramona Williams Lewis, Bobbi J (KYTC); Caudill, Craig A (KYTC)

Subject:

Invitation to Cooperative Program

Attachments:

FALMOUTH MUNICIPAL ROAD AID COOPERATIVE AGREEMENT AND

RESOLUTION_Part40.pdf



COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

Andy Beshear Governor www.transportation.ky.gov/

Jim Sec

April 1, 2021

Dear Mayor,

The Department for Rural and Municipal Aid would like to extend an invitation to participate in the Cooperative F for fiscal year 2022. Participation in the Cooperative Program allows you to enter into an agreement w Transportation Cabinet for the expenditure of your allotted share of the Municipal Road Aid Funds. This provides the eligible opportunity to receive emergency funding assistance for unforescen municipal emergencies percent (3%) of each participating municipality's apportionment is placed into the emergency fund for emergency

Municipalities that choose to participate in the Cooperative Program will receive their first payment of the total prevenue available on August 1, 2021. The remaining funds will be made available later in the fiscal year with t payment being made at the end of the fiscal year after the actual motor fuel receipt collections are tabulated. Pleathere are no administrative charges to the program. Municipalities which choose not to participate in the program receive Municipal Road Aid funding monthly through the Department for Local Government (502-892-3487 monthly funds received are based on the motor fuel sales of the preceding month.

If you are interested in participating in the Cooperative Program, you must print, sign and return the attached againd resolution to our office by June 1, 2021 by email to RuralandMunicipalAid@ky.gov. If you require ad information, please feel free to contact our office by phone at (502) 564-2060, option no. 2, or email the Depart RuralandMunicipalAid@ky.gov.

Debra D. Powell

Executive Administrative Secretary

Department of Rural and Municipal Aid KY Transportation Cabinet 200 Mero Steet 6th floor East Frankfort, KY 40601

Desk: 502-782-4747 Office: 502-564-2060

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed		
below.		
INCORPORATED CITY OF FALMOUTH BY: Jon Line Chief Executive Officer (Mayor)	Date: 4/27/2)	
(For Kentucky Transportation Cabinet use only)		
DEPARTMENT OF RURAL AND MUNICIPAL AID OFFICE OF RURAL & SECONDARY ROADS		
BY:Commissioner	Date:	
Commissioner		
APPROVED AS TO FORM AND LEGALITY:		
BY:Office of Legal Services	Date:	
Office of Legal Services		
COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET		
BY:	Date:	
Secretary		

RESOLUTION NO. 04.20.21:2

CITY OF FALMOUTH, PENDLTON COUNTY, KENTUCKY

A RESOLUTION SURPLUSING CERTAIN EQUIPMENT AND VEHICLES

Whereas, certain equipment and vehicles are no longer needed by the City of Falmouth Water and WasteWater Plant.

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

That the following property is hereby declared surplus and to be sold in a commercially reasonable manner:

WATER/WASTEWATER SURPLUS

- 1. 2001 Ford F150 VIN: 1FTMF1EF9BFC07201 Miles 76,503
- 2. AC, 4-W 4 x 4, SHORT BED, V8 ENGINE, RUNS WELL,

This the **20** day of APRIL 2021.

CITY OF FALMOUTH

Ron Stinson

Mayor

BY

ATTEST: Romana Williams Clark

Ramona Williams, Clerk