

ORIGINAL

CITY COUNCIL MEETING Minutes April 19, 2022



After pledge and invocation, 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

Present: Attorney Rachel Wilhite

GUESTS

Gary Wientjes and Heather Fronk with Total Care Pharmacy were present to express to Council their desire to move more quickly with the acquisition of land located on the Klee property for construction of a dentist office and pharmacy. They stated that their current location is no longer large enough; they need more space. They also would like to hire additional employees but can't do so due to the space issues. Mayor Stinson informed them that appraisers and surveyors had been contacted but he was waiting for responses back before moving forward. Mayor Stinson also stated that he had visited the property along with Gary Lea to assess the needs for electricity, water and sewage. Everything appeared to be easily accessible once needed. Michael Lanin was present to speak on behalf of the Abigail Project. He stated that representatives are agreeable with letting the parcel of land be purchased by the dentist office and pharmacy and he stated his desire to move forward with a contract. Mayor Stinson stated he would contact the surveyor and as soon as he had some numbers, a special meeting would be held so things could move forward.

APPROVAL OF MINUTES

Minutes of Regular Meeting March 15, 2022 and Special Meeting and Caucus Meeting April 5, 2022.

MOTION: Amy Hurst made a motion to approve all minutes with a correction to the April 5 meetings where Joyce Carson was listed as "Absent"; seconded by Joyce Carson. Motion carried 6-0-0.

ORDINANCES/RESOLUTIONS/MUNICIPAL ORDERS

Resolution 04.19.22:1 A resolution permitting the use of the American Rescue Plan Act (ARPA) funding.

MOTION: Darryl Ammerman made a motion to approve Resolution 04.19.22:1; seconded Craig Owen. Motion carried 6-0-0.

Resolution 04.19.22:2 A resolution authorizing the engagement of HMB Professional Engineers for services at the Klee Farm Property.

MOTION: Sebastian Ernst made a motion to approve Resolution 04.19.22:2; seconded Luke Price. Motion carried 6-0-0.

OLD BUSINESS

There are some residents requesting changes to the parking ordinance.

MOTION: Sebastian Ernst made a motion to amend the current parking ordinance; seconded by Craig Owen. Motion failed 2-4-0 with Darryl Ammerman, Joyce Carson, Amy Hurst and Luke Price voting "no".

NEW BUSINESS

Projects for ARPA funds: Council suggested waiting until the next caucus meeting to discuss when supervisors are present.

OTHER

Judge Fields has asked Mayor Stinson if the City would help fund a tourism/small business employee. Council would like to know how much this would cost the City and they suggested discussing this at the next caucus meeting.

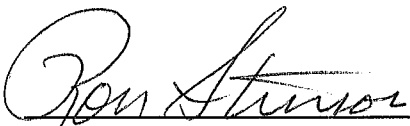
Mayor Stinson handed out an email to Council regarding an upcoming movie that will have some scenes recorded in front of The Smoking Pig. He has already met with representatives for the movie and had them meet with Jennifer Thornton, owner of The Smoking Pig. This is scheduled for July 12, 2022 at 10:00 AM.

ANNOUNCEMENTS

- Ordering of Honor Banners is now closed
- May 7: Farmer's Market opens
- June 18: Pendleton Outdoor Palooza (POP)
- Seth Steele will be taking Stephanie Schlueter's position at the Health Department
- May 6, 7, 8: Grand Opening of Trader's Day Flea Market. Tim Morrison was present to talk about the flea market; it will be open every weekend and there will be numerous vendors and activities.

ADJOURNMENT

MOTION: Sebastian Ernst made a motion to adjourn; seconded by Joyce Carson. All aye 6-0-0.



Ron Stinson, Mayor



Attest: City Clerk

ORIGINAL

**CITY OF FALMOUTH
RESOLUTION 04.19.22:1**

**A RESOLUTION OF THE CITY OF FALMOUTH, IN PENDLETON COUNTY, KENTUCKY
PERMITTING THE CITY OF FALMOUTH TO UTILITZE THE AMERICAN RESCUE PLAN
ACT (ARPA) FUNDING FOR CITY GOVERNMENT.**

WHEREAS, the American Rescue Plan Act (ARPA) provides \$3.77 billion for Kentucky. This includes \$867.8 million for funding in Kentucky counties and \$931 million for Kentucky cities; and

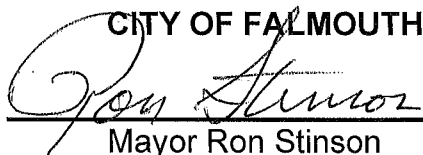
WHEREAS, the City of Falmouth, Kentucky, elects to use the "standard allowance" of up to \$10 Million, not to exceed the City's award allocation of \$272,321.50. Due to the public health emergency and guidance provided by the U> S> Department of Treasurer, the city of Falmouth, Kentucky, is permitted to use the above amount to fund "government services".

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

The Mayor of the City of Falmouth, Kentucky is authorized to sign this Resolution and the City of Falmouth, Kentucky, is permitted to use the funding for government services.

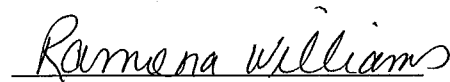
The foregoing Resolution was read, passed, and adopted by the Council of the City of Falmouth, in Pendleton County, meeting in Regular Session on the 19th day of April, 2022 with 6 yes votes, 0 no votes, and 0 abstentions, and was thereafter duly approved by the Mayor.

ADOPTED on April 19th, 2022.

CITY OF FALMOUTH


Mayor Ron Stinson

ATTEST:



City Clerk, Ramona Williams

ORIGINAL

RESOLUTION NO. 04.19.22:2
CITY OF FALMOUTH, PENDLTON COUNTY, KENTUCKY

**A RESOLUTION AUTHORIZING THE ENGAGEMENT OF HMB
PROFESSIONAL ENGINEERS FOR ENGINEERING SERVICES**

Whereas, the City of Falmouth is desirous of engaging an Engineering Firm to provide engineering services within the City, for minimally the Klee Farm Property; and


Whereas, HMB Professional Engineers are currently performing work on the City's sewer/water projects and are agreeable to providing additional contract services.

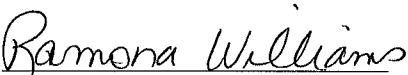
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FALMOUTH,
COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY, THAT:**

That the Mayor of Falmouth is authorized to enter into a contract with HMB Professional Engineers for additional engineering work within the City of Falmouth.

This the 19th day of April 2022.

CITY OF FALMOUTH

BY: 
Ron Stinson
Mayor

ATTEST: 
Ramona Williams, Clerk

AGREEMENT FOR ENGINEERING SERVICES

CONTINUING SERVICES AGREEMENT FOR THE CITY OF FALMOUTH PENDLETON COUNTY, KENTUCKY

This AGREEMENT FOR ENGINEERING SERVICES made and entered into in Franklin County, Kentucky by and between the City of Falmouth (hereinafter referred to as the OWNER) and Haworth-Meyer-Boleyn Professional Engineers, Inc. (dba HMB Professional Engineers, Inc. and hereinafter referred to as the ENGINEER).

- I. **WHEREAS, the OWNER** wishes to have an agreement with the ENGINEER for general miscellaneous work including, but not limited to: plan review, miscellaneous meetings and any other “on-call” engineering services that may be requested involving the OWNER’s utility infrastructure.

- II. **NOW THEREFORE**, be it understood that the ENGINEER agrees to provide the engineering services required in accordance with a negotiated Scope of Work on a case-by-case basis. Such a scope may include, but would not be limited to, such items as funding assistance, general engineering consultation, plans review, minor hydraulic analysis or system study, preparation of contract documents, value engineering, easement work, construction administration, construction observation, geotechnical investigation, archaeological/botanical surveys and land surveys, etc. Any tasks performed would not apply to any projects for which a lump sum fee is negotiated for engineering services. Rather, this AGREEMENT would apply to engineering work performed outside the scope of work described in any other executed Agreement for Engineering Services. No work shall be performed without the authorization of the OWNER.

III. ENGINEERING FEES

For and in consideration of the satisfactory completion of the services defined, the OWNER shall compensate the ENGINEER as follows:

- A. Miscellaneous Tasks Hourly Rates per Attachment A
or Lump Sum for a Negotiated Scope of Work

Payment shall be made monthly.

IV. PAYMENT OF ENGINEERING FEES

The OWNER agrees to process the Invoices issued by the ENGINEER in a timely manner; however, in no instance shall payment be delayed beyond 30 days from the date of issuance of the Invoice, without cause. Payments not made by the OWNER within the 30 day period shall bear interest beginning on the 31st day at the rate of 1% per month on the unpaid balance, unless cause is established as mentioned above. It is understood and agreed that the OWNER shall seek reimbursement for costs under this AGREEMENT from other parties where applicable but shall not delay payment to the ENGINEER while such reimbursement is sought. The ENGINEER is not responsible for collection of said reimbursement on behalf of the OWNER.

V. COMPLETION OF ENGINEERING SERVICES

The ENGINEER agrees to accomplish the work necessary to satisfy a scope of work in a timely manner. The ENGINEER shall not be held responsible for delays due to changes in the "Scope of Work" made by the OWNER, or by unforeseeable causes beyond the control of the ENGINEER.

VI. TERMINATION

This AGREEMENT may be terminated by either party by seven (7) days "WRITTEN NOTICE" in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the AGREEMENT is so terminated, the ENGINEER shall be paid for the partial progress completed. Should the ENGINEER fail to perform to the terms of this AGREEMENT or otherwise break or violate contract terms, then the OWNER shall inform the ENGINEER in writing and any settlement of fees shall be decided by an Arbitration Group. The Arbitration Group shall be composed of one member selected by the OWNER, one by the ENGINEER, and a third agreeable to the two appointed Arbitrators.

VII. PERSONNEL AND FACILITIES

The ENGINEER states that he has or will acquire at his own expense the personnel and facilities necessary to accomplish the work in a timely manner.

VIII. INSURANCE

The ENGINEER agrees to maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under the Workman's Compensation Act and such Comprehensive General Liability Insurance as will protect the ENGINEER and OWNER from claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this AGREEMENT.

IX. LIMITS ON LIABILITY

The OWNER agrees to limit the ENGINEER'S liability arising from negligent acts, errors or omissions such that the total aggregate liability of the ENGINEER under this AGREEMENT shall not exceed the ENGINEER's total fee for that particular phase of work in which the negligent act, error or omission occurred.

X. FUNDING

Should the OWNER cause any of the projects to terminate or cause the funding from the various funding agencies to be lost, as a result of the OWNER's actions, then the full amount of the Engineering Fees accumulated as a result of services rendered at that point shall be due to the ENGINEER.

XI. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the Commonwealth of Kentucky. This AGREEMENT is entered into at Frankfort, Kentucky and all jurisdictional matters will be decided in Franklin County, Kentucky.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT this 19th day of April, 2022.

ENGINEER:
HMB PROFESSIONAL ENGINEERS, INC.



Chris A Stewart, PE – Principal-in-Charge

OWNER:
CITY OF FALMOUTH



Ron Stinson, Mayor

ATTACHMENT A

HOURLY BILLING RATES

The engineering work performed under this AGREEMENT may be billed at the hourly rates listed below. It is important to note that these rates will change annually on or about January 1. The OWNER will be notified in writing of any change in these rates and the effective date of the change.

PRINCIPAL-IN-CHARGE	\$220.00
SENIOR PLANNING & TRAFFIC ENGINEER	\$220.00
SENIOR DESIGN ENGINEER	\$195.00
SENIOR ENVIRONMENTAL SCIENTIST	\$180.00
FUNDING SPECIALIST	\$175.00
REGISTERED LAND SURVEYOR	\$175.00
SENIOR RIGHT-OF-WAY AGENT	\$150.00
DESIGN ENGINEER	\$150.00
ENVIRONMENTAL SCIENTIST	\$135.00
CAD TECHNICIAN	\$110.00
ADMINISTRATIVE	\$100.00
FIELD PERSONNEL	\$100.00
ACQUISITION SPECIALIST	\$100.00
ENGINEER-IN-TRAINING	\$95.00
EXPENSES AND SUBCONSULTANTS	Actual Cost + 15%