**PENDLETON COUNTY FISCAL COURT**
**SPECIAL CALLED MEETING**
**DECEMBER 30, 2014**
**COURT MET PURSUANT TO ADJOURNMENT**
**WITH**
**HONORABLE HENRY W. BERTRAM, COUNTY JUDGE/EXECUTIVE**
**PRESIDING**

Members Present: Gary Veirs, Bob Fogle and David Fields

Members Absent: Alan Whaley

County Attorney: Jeff Dean, Absent

Invocation was given by Squire Veirs, with the Pledge being led by Judge Bertram.

**In Re: Approval of Agenda**

Judge Bertram presented the agenda for this meeting whereby Squire Fields made a motion, seconded by Squire Veirs that the agenda be approved as presented, motion carried.

**In Re: Approve Agreement and Cost with City of Falmouth to Share Zoning Administrator**

Judge Bertram presented an Interlocal Cooperation Agreement and a Resolution authorizing and directing the Pendleton County Judge/Executive on behalf of the Pendleton County Fiscal Court to execute an Interlocal Cooperative Agreement with the city of Falmouth, for the provision of services of the county zoning administrator to serve as the city of Falmouth zoning administrator and flood plain coordinator, whereby Squire Veirs made a motion, seconded by Squire Fields, motion carried.

**INTERLOCAL COOPERATION AGREEMENT**

**THIS INTERLOCAL COOPERATION AGREEMENT** (hereinafter "Agreement"), made and entered into this the _____ day of _____, 2014, by and between the **CITY OF FALMOUTH, KENTUCKY**, a municipal corporation of the Commonwealth of Kentucky of the fourth class, with its principal place of business at Kennett Tavern City Hall, 230 Main Street, Falmouth Kentucky 41010 (hereinafter "City"), and the **PENDLETON COUNTY, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, with a principal place of business of Court House, 233 Main Street, Falmouth, Kentucky, 41010 (hereinafter "County").

**WHEREAS**, the City has enacted §154.01of its Code of Ordinances, establishing zoning provisions; and

**WHEREAS**, the County has adopted Ordinance Number 920.0 relating to the establishment of the Pendleton County Joint Planning Commission; and

**WHEREAS**, centralized registration, administration, collection, and enforcement of the City and County zoning ordinances, including the City's floodplain ordinance, will reduce duplication of time, effort, and costs by the City, County, and taxpayers, achieve certain efficiencies, promote compliance, and reduce confusion; and

**WHEREAS**, the City has requested, and the County has agreed to provide for the registration, administration, collection, and enforcement of the City's zoning ordinances, including the City's floodplain ordinance,on the terms and conditions set forth herein; and

**WHEREAS**, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by resolution finally passed and adopted by the governing bodies of the City and County.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants contained herein, The City and County hereby agree as follows:

**SECTION I: PURPOSE FOR THE AGREEMENT**

The purpose of this Agreement is to set forth terms and conditions for the provision of services by and between the parties within the jurisdiction of the Pendleton County Joint Planning Commission.

**SECTION II: EFFECTIVE DATE**

The effective date of this Agreement is July 1, 2014.

**SECTION III: TERM OF AGREEMENT; RENEWAL**

A. The initial term of this Agreement is one (1) year.

B. This Agreement shall automatically renew under the same terms and conditions unless either party, by written notice to the other party one (1) month prior to the expiration of the current term, proposes changes in the Agreement, or to terminate the Agreement.

C. Following notice as set out in B above, either party has the right to terminate this Agreement by non-renewal on written intent to so do thirty (30) days prior to the renewal date.

**SECTION IV: ZONING ADMINISTRATOR DUTIES**

The County will assign its zoning Administrator to perform the following services on behalf of the City, within the meaning established in KRS 100:

A. Administration of the City's Zoning Ordinance, including all clerical and enforcement duties;

B. Administration of the City's Floodplain Ordinance; and

C. Administration of the City's Board of Adjustment.

**SECTION V: COMPENSATION TO THE COUNTY**

The City agrees to pay the County the sum of NINETEEN THOUSAND DOLLARS ($19,000.00) per annum, payable in four (4) equal installments of Four Thousand Seven Hundred Fifty Dollars ($4,750.00). One (1) installment payment is due by the fifteenth day of July, October, January, and April, without demand.

Additionally, the City shall be responsible for reimbursing costs attributable to the performance of duties on behalf of the City, including, but not limited to, travel expenses, training fees, supplies, and equipment use. The County shall submit a statement of costs to the City on a quarterly basis, prior to the first regular monthly meeting of the City each quarter listed above. The City shall remit payment of costs at the same time it remits the quarterly installment.

**SECTION VI: OTHER PROVISIONS**

A. All notices required by the provisions of this Agreement shall be in writing and mailed first class, postage prepaid, to the address for the respective party listed above.

B. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing. This Agreement may only be amended by a writing signed by all the parties hereto.

C. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

D. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. This Agreement shall be valid upon its passage by the governing bodies of the respective parties and execution by the Mayor of the City of Falmouth and the Judge/Executive of Pendleton County, respectively, and when approved by the Department for Local Government as required by KRS 65 *et seq.* and upon recording of a certified copy hereof in the Office of the Pendleton County Court Clerk, Falmouth, Kentucky, and the Secretary of State for the Commonwealth of Kentucky, pursuant to KRS 65.290

IN WITNESS WHEREOF, the parties hereto have set their hands, by and through their duly authorized representatives, as of this the day and date first above written.

**CITY OF FALMOUTH, KENTUCKY**

BY: Mark A. Hart
Mark A. Hart, Mayor

ATTEST:

Terry England
Terry England, City Clerk/Treasurer

PENDLETON COUNTY, KENTUCKY

BY: _____
Henry W. Bertram, Judge/Executive

ATTEST:

_____
Vicky King, Fiscal Court Clerk

APPROVED AS TO CONTENT AND FORM:

_____ _____
Henry Watson III Date
Counsel to the City of Falmouth

_____ _____
Jeffrey B. Dean Date
Pendleton County Attorney

APPROVAL OF DEPARTMENT FOR LOCAL GOVERNMENT:

BY: _____ _____
Darren Sammon Date
Counsel for DLG

BY: _____ _____
Tony Wilder Date
Commissioner

**PENDLETON COUNTY FISCAL COURT**

**RESOLUTION: 2014-12-30-2**

**A RESOLUTION AUTHORIZING AND DIRECTING THE PENDLETON COUNTY JUDGE/EXECUTIVE ON BEHALF OF THE PENDLETON COUNTY FISCAL COURT, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF FALMOUTH, FOR THE PROVISION OF SERVICES OF THE COUNTY ZONING ADMINISTRATOR TO SERVE AS THE CITY OF FALMOUTH ZONING ADMINISTRATOR AND FLOOD PLAIN COORDINATOR.**

Be it resolved by the Pendleton County Fiscal Court;

**Section I.**

That the Pendleton County Judge/Executive on behalf of the Pendleton County Fiscal Court, be and hereby is authorized and directed to execute an Interlocal Cooperation Agreement, attached hereto and incorporated herein by reference, with the City of Falmouth, for the services of the County Zoning Administrator and Flood Plain Coordinator, to serve as the City of Falmouth Zoning Administrator and Flood Plain Administrator.

**Section II.**

This Resolution shall become effective upon its passage and approval as required by law.

Enacted: Regular Meeting, December 30, 2014

Attest:

_____ _____
Henry W. Bertram Vicky King, Court Clerk
Pendleton County Judge/Executive

## In Re: Adjournment

A motion was made by Squire Fields and seconded by Judge Bertram that this meeting be adjourned to meet again in regular session on Tuesday January 13, 2015, subject to any called meetings, motion carried.

Attest:

_____ _____

Pendleton County Judge/Executive Pendleton County Fiscal Court Clerk