


MINUTES OF MEETING HELD AUGUST 25, 2003

The Common Council of the City of Somerset, Kentucky met in regular session on Monday, August 25, 2003 at 7:00 p.m. with the following present: Mayor JP Wiles. Council Members: John Minton, Earl Owens, Pat Bourne, Jerry Burnett, Peggy Dugger, Joann Norfleet, Clarence Floyd, Jerry Wheeldon, Mark Beasley, Jerry Girdler, Charlie New, and Donna Hunley. City Attorney Joe Travis and City Clerk David Godsey.

Billy Miller Captain of the Fire Department read a letter received from the Kentucky Farm Bureau Insurance Company. He also commented on our local firefighters competing in the Fire Olympics. Mr. Wheeldon moved to have the Farm Bureau letter made part of the official minutes. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.



Kentucky Farm Bureau Insurance Companies
Kentucky Farm Bureau Mutual Insurance Company • The FB Insurance Company
1215 West Highway 80 • P.O. Box 860 • Somerset, Kentucky 40502-0860
Telephone (606) 679-4327 • FAX (606) 679-3451

August 13, 2003

Somerset Fire Dept.
Attn: Assistant Chief Skip Norfleet
121 South Central Avenue
Somerset, Ky 42501

Dear Mr. Norfleet:

I would like to take this opportunity to express my compliments and thanks to the Somerset Fire Department and Fire Investigative team.

Recently a fire loss was reported to Kentucky Farm Bureau. The fire loss occurred at approximately 3:00 a.m. There was a quick response by the Somerset Fire Department. After I received notification of the loss by our insured I was contacted by Doug Burns and Danny Bray, the investigators assigned to this loss by the Somerset Fire Department, the contact by them was very prompt and professional.

In an investigation of this type of loss prompt, accurate and thoroughness to document and preserving the evidence is vital for possible action that may have to take place at a later time. After talking to Doug Burns, who filled me in on some of the evidence they found, I called Dale Nicholson, an engineer of the firm of Marshall Miller and Associates to do a cause and origin. I called Dale on Friday August 8th he said he could respond to the scene on Monday August 11th.

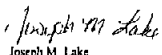
I met Dale at 1:00 on Monday when we got there Doug Burns and Danny Bray were also there. The three of them were going over the evidence and the Somerset Fire Department's findings. The evidence was done in a very professional and organized manner. In sixteen years of responding and going to these scenes, it was the first time I can ever remember meeting investigators, other than the ones I have hired in the private sector, at the scene. That really makes my job easier along with the pictures taken were a way of preserving the findings of and during the investigation. As they provided the engineer the pictures, Mr. Nicholson was very complimentary of the work also.

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Man power and good equipment to use are very important to this type of investigation. It was also evident that Doug and Danny had training in recognizing unusual and possible criminal acts. It is good to have a department in our own town with this kind training and professionalism. Recognizing these types of circumstances again shows the training they have received.

I and Kentucky Farm Bureau appreciate the work that was done on this fire loss. The investigation is still ongoing as they have sent, or are in the process of sending samples collected at the scene to the lab. They indicated they would cooperate and share any findings they have with Marshall Miller and Associates. Thank you again to the Somerset Fire Department.

Sincerely,


Joseph M. Lake
Senior Adjuster

JML:pjn

Mrs. Dugger moved to have the letter below mailed to the Fire/EMS department made part of the official minutes. Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

August 6, 2003

Dear Angels of Somerset,

I heard the whop whop whop whop sounds of the helicopter then I felt the gurney being moved around as I was being moved off into the trauma center in Lexington. Oh my God I had been life-flighted to a hospital! As I regained consciousness I was being wheeled around the trauma center. I remember being cold as my clothes were cut off of me and a sheet placed over me. The gurney stopped abruptly and then there was quiet.

I began to feel alone like never before and started to check myself out slowly. I felt an IV in my arm and had blood caked on my hand and face. My ribs were sore and my ankle was sore. I had a large lump on the back of my head and it felt like it was cut. I tried to move my head but the room started to spin so I lay back down.

It was about then when I began to put things together. I had been in an accident. I was driving the lead van. I had six young people in the car when I started to cross the highway. I remember looking left and it was clear then I looked across the highway to the right and it was clear so I pulled out. Just then I heard the kids scream in the back. I instinctively turned the wheel right to avoid what was coming. Then all went black.

My next thoughts were frightening.....what about the kids
.....sweet Jesus let them be ok.....

I knew each one of them, their stories, their parents, and I loved them all so much.....

They had just completed a week of service in Dayton sleeping on the floor in a high school and painting houses for the needy and building wheel chair ramps etc. along with 300 other young people from all over the U.S. I called out to get some information. Finally a nurse came in all he would tell me is I had been in an accident and they would be doing some tests (MRI etc.). He did not know anything about the rest they went to a different hospital.

After about what seemed like forever I remember being inside a cylinder shaped machine. I was so cold, my mouth was like cotton, and I could not breathe through my nose. I asked for water but they had to check with the doctor. I was brought some ice.

The next eight hours were long and cold and interrupted only by an occasional x-ray or CAT scan. I could hear the screams of gun shot victims and other patients throughout the night. At about 6am my son back in Houston called the hospital

but all they would tell him is I was in critical condition. A nurse finally after several calls told me my son was on the phone. I asked to talk to him and told him I was ok. He said he was coming to get me and told me the status of the kids.... thank you Jesus.

The doctor came in and took the glass out of my hand and began stitching me up. After eleven stitches he left the room and the nurse came back in with some forms to sign. I had no glasses they were knocked off in the accident. I asked what they were and he said I was being released and held a pen in my hand and put it where I needed to sign.

My son called back and was told I was being released. He begged them to keep me until his flight arrived in about 5 hours. They replied that there was no need and they would release me. Without any details on the results of my tests or discussion they brought me a list of hotels and called a cab. The next thing I know is I was in a wheelchair alone in the lobby of UK hospital in paper pajamas and a cab driver was asking where I was headed. I selected a hotel that was on the way to the Lexington airport. My head was spinning.

When I arrived at the Red Roof Inn the desk clerk did not know if a room was available. The cab driver had left and I was holding on to the counter because the room was spinning. I guess the dried blood on my face and the paper pj's gave the lady a scare because the next thing I know a groundskeeper was waking me to a room on the first floor.

Once I got inside I lay on the bed and the room began to spin. When that stopped my thoughts returned to the kids. Then it dawned on me that my son did not know which hotel I had gone to and he was mid flight. I dialed 0 and the operator told me how to dial out. So I called my wife by brail and asked her to call Craig my son and tell him where I was. He would be changing planes between 8:30 AND 9:30.

Craig arrived at about one pm and immediately began taking care of me. He got a prescription filled, got me some clothes, food and cleaned me up. I was sore and dizzy but feeling very blessed. I was concerned about the kids so Craig got in touch with the adults who were back in Somerset.

That is when I started to hear about your wonderful community. From the instant I was unconscious the "Angels of Somerset" took over. Charlie and Kathy Taylor were dialing 911 and coming to our aid from their home on the hill above the accident. They guided the vans to their home and gave shelter to about 65 teen age and adult strangers. They called upon the prayers and resources of their community and everyone responded. Rose the nurse who miraculously showed up to minister to our young people, Bobby and Lisa Upchurch, Bob and Gayla McGalpin, Chris Meece, and Amber Scott: provider

refreshments and prayers. Meanwhile the Somerset EMS and Fire Team were on the scene within minutes of the call and taking care of the injured while we were being cut out of the vehicle and loaded into the helicopter and ambulances.

But the kindness did not stop there. Chuck Coldiron provided pizza for all and then went to wait at the hospital until 5:30 am to keep watch on our kids and provided transportation back to the hotels. Thanks to Larry Turpin and Johnny Tuttle (owner of the Hampton Inn) lodging was arranged and provided by the Hampton Inn and Comfort Suites. Margaret Ramsey (day Mgr. Of the at the Hampton) stayed on till 2am and arranged lodging next door at the Comfort Suites when the Hampton was full. Other managers who were there for us were Tamara Brown and Jeff Dobbs; and Irene Boyer who took care of breakfast.

At the Comfort Suites the owners Mr. and Mrs. Patel and the Managers and staff: Ruby Rose, James Cantrell, Ms. Manning, Pauline VanO Nostandl, all came to our aid. The housekeeping staff headed by Ruth and Charlie worked to get the rooms ready.

Johnny Tuttle contacted Larry Cranfill Deacon of St. Mildred Catholic Church. Then Larry and his son Martin his wife, Gene Cheshire, Gene's son Dan, Jerry Weigel, Carter Ross, Melissa Lancaster Sister Marty Conrad, and others at St. Mildred provided a great meal and fellowship.

Tuesday my son drove me from Lexington to the airport in Louisville where we met up with the rest of the adults and youth. They were refreshed and in great spirit thanks to the Angels of Somerset. I am home now and on the mend. I can't tell you how grateful I am that you were there. May God continue to bless your community and watch over you all.

Love and the Peace of Christ,
Ed Cabiro
Ed Cabiro
Youth Minister
Christ The Good Shepherd Catholic Community

Mama, I undidated after writing this that
you went above and beyond the call of duty in helping
a group and one of your team flew with me to the
hospital in Lexington. Thank you and your team
for all of the kindness. I hope to get back to Somerset
someday and thank all of you in person.
God

Mr. Wheeldon moved to approve the minutes of the last regular meeting held on August 11, 2003 and the reports be approved as delivered. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

Second reading was given the following Ordinance:

ORDINANCE NO. 03-15

THIS ORDINANCE NUMBER 03-15 FIXING THE TAX LEVY, AD VALOREM, FRANCHISE TAX, AND TAX FOR THE CITY OF SOMERSET, KENTUCKY, FOR THE FISCAL YEAR BEGINNING JULY 1, 2003 AND ENDING JUNE 30, 2004 PROVIDING PENALTY AND INTEREST FOR NON-PAYMENT.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF SOMERSET, KENTUCKY:

SECTION 1. That for the purpose of providing income for general municipal expenses for the City of Somerset, Kentucky, for the fiscal year beginning July 1, 2003 and ending June 30, 2004 is hereby levied an ad valorem of twenty one cents (.210) on each hundred dollars (\$100.00) of taxable property within the city limits of Somerset, Kentucky.

SECTION 2. That the twenty one cents (.210) ad valorem on each one hundred dollars (\$100.00) of taxable property within the city limits of Somerset, Kentucky, levied shall be deposited in the general fund account and shall be used to pay on general expenses incidental to the operation of the city government.

SECTION 3. That for the purpose of providing income for general municipal expenses for the City of Somerset, Kentucky for the fiscal year beginning July 1, 2003 and ending June 30, 2004, there is hereby levied a tax of twenty three (.230) on each hundred dollars (\$100.00) on personal property, tangible and intangible of franchise holders as determined by the Department of Revenue within the city limits of Somerset, Kentucky.

SECTION 4. The twenty three cents (.230) on each one hundred dollars (\$100.00) for franchise property within the city limits of Somerset, Kentucky, shall be deposited in the general fund account and is to be used to pay on expenses incidental to the operation of city government.

SECTION 5. That a one percent (.01%) discount shall be allowed on each one dollar (\$1.00) collected before November 1, 2003.

SECTION 6. That there shall be added to and collected a penalty of twenty percent (.20%) and interest of six percent (.06%) per annum upon each one dollar (\$1.00) of all taxes herein provided for and unpaid after January 1, 2004 until such time that said taxes are paid.

SECTION 7. This Ordinance is to become in full force and effect on and after its approval and passage according to law.

FIRST READING August 11, 2003

SECOND READING August 25, 2003

ATTEST:

[Signature] CITY CLERK [Signature] MAYOR

Mr. New moved to approve the above ordinance on its second reading. Mr. Girdler seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

Second reading was given the following Ordinance:

ORDINANCE NO. 03-16

AN ORDINANCE IMPOSING A BANK FRANCHISE AND LOCAL DEPOSIT TAX; SETTING FORTH TIME TABLES FOR THE COLLECTION OF SUCH TAX FOR THE YEAR 2003 AND ALL SUBSEQUENT YEARS; AND SETTING FORTH ENFORCEMENT PROCEDURES, INCLUDING PENALTIES FOR THE COLLECTION OF DELINQUENT TAXES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSET, KENTUCKY AS FOLLOWS:

SECTION 1: There is hereby imposed on all "financial institutions" as defined in KRS Chapter 136, located within the corporate limits of the City of Somerset, Kentucky, for the 2003 tax year and all subsequent years, a franchise tax at the rate of 0.025% on all deposits, as defined in KRS Chapter 136, maintained by such financial institutions.

SECTION 2: The City of Somerset, Kentucky will issue tax bills to financial institutions no later than December 1 of each year. Payment of the tax shall be due with a two percent (2%) discount by December 31 of each year, or without discount by January 31 of each year.

SECTION 3: The City of Somerset, Kentucky, shall have a lien for taxes on the property assessed for taxes to the extent allowed under KRS 134-420.

SECTION 4: All taxes due in accordance with these sections which are not paid before June 30, 2004 for the tax year 2003, or which are not paid before January 31, for all subsequent tax years shall be deemed delinquent and shall be subject to a penalty of .20% and shall bear interest at the rate of 6% per annum.

SECTION 5: All moneys collected pursuant to these sections shall be paid into the General Fund of the City to be used for the payment of proper expenditures as determined by the City Council.

SECTION 6: The City Clerk is hereby directed to send a copy of their Ordinance to the Commissioner of the Kentucky Department of Revenue, Frankfort, Kentucky.

FIRST READING August 11, 2003

SECOND READING August 25, 2003

ATTEST:

[Signature] CITY CLERK [Signature] MAYOR

Mr. Beasley moved to approve the above Ordinance on its second reading. Mr. Wheeldon seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

First reading of the following Ordinance:

ORDINANCE NUMBER 03-17

AN ORDINANCE AMENDING THE CITY OF SOMERSET, KENTUCKY ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2003 AND ENDING JUNE 30, 2004 ESTIMATING REVENUES AND RESOURCES AND APPROPRIATION FUNDS OF THE CITY OF SOMERSET, KENTUCKY.

Mr. Owens moved to approve the above Ordinance on its first reading. Mr. Wheeldon seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

Mrs. Dugger moved to approve the following Amendment to the Interlocal Cooperative Agreement. Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

<p style="text-align: center;">1</p> <p style="text-align: center;">AMENDMENT INTERLOCAL COOPERATION AGREEMENT</p> <p>This Lake Cumberland Area Drug Task Force Board Agreement, made and entered into this <u>23</u> day of <u>August</u>, 2003, by and among the Cities of Somerset and Monticello, Kentucky; (hereafter called 'Cities') and Pulaski, Wayne and McCreary Counties Sheriff's Departments and Fiscal Courts, (hereafter called 'County').</p> <p>WITNESSETH:</p> <p>WHEREAS, the Kentucky General Assembly has provided in the Interlocal Cooperation Act K.R.S. 85.210 et seq. that cities and counties of the Commonwealth of Kentucky may, in lieu of providing separate services and facilities, join a cooperative or interjurisdictional program that will accord best with geographic, economic, population and the other factors influencing the needs and development for local communities; and,</p> <p>WHEREAS, in order to deal more cost effectively with the present and projected public safety drug problems of the Cities and Counties, especially the law enforcement activities of mutual concern, the cities and counties desire to enter into a cooperative drug task force to be known as the Lake Cumberland Area Drug Task Force;</p> <p>NOW, THEREFORE, it is agreed by the parties hereto as follows:</p> <p>I. ESTABLISHMENT OF LAKE CUMBERLAND AREA DRUG TASK FORCE BOARD.</p> <p>A. There is hereby established a drug task force to be known as the Lake Cumberland Area Drug Task Force as a joint drug enforcement unit of the Cities and Counties.</p> <p>B. The Lake Cumberland Area Drug Task Force shall do all things and perform all acts which the Lake Cumberland Area Drug Task Force Administrative Board may deem necessary to effectuate the purposes for which this agreement was entered into in accordance with the laws of the Commonwealth of Kentucky.</p> <p>C. For the purpose of this agreement, 'Governmental Entities' shall</p>	<p style="text-align: center;">2</p> <p>include the previous listed cities and counties. Additional Governmental Entities may make application for inclusion in this agreement and shall be so included upon the affirmative passage of ordinance or resolution or amendment to this agreement by all current participating board members.</p> <p>D. For the purpose of this agreement, 'Member Agent' shall mean any public safety agency, law enforcement division unit, which makes application for and receives membership in the Lake Cumberland Area Drug Task Force.</p> <p>II. CONTROL AND MANAGEMENT</p> <p>Control and management for the Lake Cumberland Area Drug Task Force shall be vested in the Administrative Board.</p> <p>A. Administrative Board</p> <p>1. The Lake Cumberland Area Drug Task Force shall be governed and directed by an Administrative Board consisting of members as follows: (1) The Chief of Police of Somerset, Kentucky, or his designee; (2) The Chief of Police of Monticello, Kentucky, or his designee; (3) The Pulaski County, Kentucky Sheriff, or his designee; (4) The Commander of Kentucky State Police Post 11, or his designee; (5) Wayne County, Kentucky Sheriff, or his designee; (6) The McCreary County, Kentucky Sheriff, or his designee.</p> <p>2. Members of the Administrative Board shall by virtue of office or position unless otherwise specified.</p> <p>3. The Administrative Board shall meet on the second Tuesday at 2:00 p.m. of each month of the year unless a change of date is approved at a prior meeting.</p> <p>4. In July of each year the Administrative Board shall elect a member to serve as chairperson for one (1) year, except that</p>
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<p style="text-align: center;">3</p> <p>the initial election shall be held as soon as possible after the approval of this agreement. A vice-chairperson shall be elected in same manner to serve in absence of chairperson.</p> <p>5. Special meetings of the Administrative Board may be called by the chairperson if written notice is served on each member of the Administrative Board at least twenty-four (24) hours in advance of the called special meeting along with an agenda setting forth the topic or topics to be discussed and considered during the special meeting. No discussion shall be had or action taken on any matter not listed on the agenda for the special meeting. In the absence of the chairperson, three (3) members of the Administrative Board may call a special meeting following the procedure as set forth above.</p> <p>6. A quorum shall consist of a majority of the members of the Administrative Board and a quorum shall be necessary to conduct any business at an Administrative Board meeting. A tie vote is a defeat of the item voted upon.</p> <p>7. The Administrative Board is a public body and shall be governed by the Kentucky Constitution and Revised Statutes which regulate open meetings and guarantee access to public records. Minutes shall be submitted to each board member with written notice and agenda prior to each monthly meeting.</p> <p>8. Minutes of prior meetings shall be approved by board members at the regular monthly meeting.</p> <p>9. The Administrative Board shall appoint a Director to run the day to day operations of the Lake Cumberland Area Drug Task Force.</p> <p>10. The Administrative Board shall provide direction and guidance to the Lake Cumberland Area Drug Task Force Director and shall monitor and evaluate the activities of the Lake</p>	<p style="text-align: center;">4</p> <p>Cumberland Area Drug Task Force through reports of the Director to the Administrative Board and through observation.</p> <p>11. The Administrative Board shall have the power to remove the Director, upon showing due cause, and upon a unanimous vote of the Administrative Board, adopt rules and regulations for the operation of the Lake Cumberland Area Drug Task Force, and propose an annual budget, budget alterations, and grant applications. The Administrative Board may vest these powers in the Director as they see necessary.</p> <p>12. The Administrative Board shall have disciplinary authority over all employees of the Lake Cumberland Area Drug Task Force. Sworn employees shall be disciplined or removed under Kentucky Revised Statutes 15.520. The Administrative Board shall be the hearing authority as defined in the aforementioned statute.</p> <p>B. Director</p> <p>1. The Director shall be responsible and accountable to the Administrative Board of the Lake Cumberland Area Drug Task Force.</p> <p>2. The Director shall be responsible for the management of any and all funds obtained from whatever source. The Director shall be responsible for the preparation of grant applications and the procurement of other resources necessary for the efficient operation of the Lake Cumberland Area Drug Task Force. The Director shall prepare and submit to the Administrative Board a proposed annual budget for the operation of the Lake Cumberland Area Drug Task Force.</p> <p>3. The Director shall oversee any and all investigations of any shortage, lost, misplaced, or misuse of funds or property.</p> <p>4. The Director shall make monthly reports to the Administrative</p>
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<p style="text-align: center;">5</p> <p>Board of any investigation reference the misuse of funds or property.</p> <p>5. The Director shall have command of all agents of the drug task force as follows:</p> <p>a. Assign hours and days officers work.</p> <p>b. Approve all requests for training.</p> <p>c. Review, approve, and oversee all assignments, case reports, work reports, expense reports, and all other command functions.</p> <p>d. Enforce all Lake Cumberland Area Drug Task Force policies approved by the Administrative Board.</p> <p>e. Any and all duties as approved or assigned by the Administrative Board.</p> <p>C. Other Personnel</p> <p>Employment of agent: and the administrative assistant shall be made by the director. Agents shall be sworn in through the Somerset Police Department and shall have full police powers within the task force area.</p> <p>EQUIPMENT, SUPPLIES, AND MERCHANDISE</p> <p>A. Owned by Lake Cumberland Area Drug Task Force shall be on an inventory list on file in the Director's office.</p> <p>B. Any Administrative Board member shall be furnished an inventory list upon request.</p> <p>BUDGET PARTICIPATION</p> <p>A. Cost of joint operation</p> <p>1. The Lake Cumberland Area Drug Task Force Director shall submit a proposed budget for the ensuing fiscal year to the Administrative Board.</p>	<p style="text-align: center;">6</p> <p>2. Each agency shall be advised as to the budget needs from the agency prior to the Government Entities fiscal year.</p> <p>3. The annual appropriation of the participation Governmental Entities for the ensuing fiscal year shall be stated in a grant application submitted to the Justice Cabinet.</p> <p>B. Budgetary Year of the Lake Cumberland Area Drug Task Force: All budgetary years shall be deemed to have begun October 1 through September 30 of each year.</p> <p>FINANCIAL REPORTING</p> <p>A. The Lake Cumberland Area Drug Task Force Director shall file with the Administrative Board any financial report requested.</p> <p>B. The Lake Cumberland Area Drug Task Force Director shall file Quarterly Performance Reports and yearly final reports to the Justice Cabinet.</p> <p>FUND GRANTS</p> <p>A. Authority to apply for funds.</p> <p>B. The Lake Cumberland Area Drug Task Force Administrative Board shall have the authority to apply for federal and state grants and matching funds.</p> <p>C. Any of the participating Governmental Entities shall be deemed the subgrantee for the purpose of administering all federal and state grants and matching funds.</p> <p>FINANCIAL ADMINISTRATION</p> <p>The Lake Cumberland Area Drug Task Force Administrative Board shall be responsible for the receipt, expenditures, and accounting for all funds and property of the Lake Cumberland Area Drug Task Force, subject, however, to any and all requirements of the United States Government and the</p>
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<p>Commonwealth of Kentucky that may be applicable thereto.</p> <p>CONTRACTS</p> <p>The Lake Cumberland Area Drug Task Force Administrative Board shall with prior approval of their Government Entities have the power to enter into contracts in the name of the Lake Cumberland Area Drug Task Force.</p> <p>AGREEMENT TERMS</p> <p>A. Any participating Governmental Entity may terminate its participation in this agreement by sending to the other written notice of termination at least sixty (60) days prior to the date that the termination is to be effected.</p> <p>B. Withdrawal from the Lake Cumberland Area Drug Task Force by one Governmental entity will not entitle it to recover any funds, equipment, supplies, or installations purchased by confiscation or forfeited to the Lake Cumberland Area Drug Task Force while that Governmental Entity was a member. Withdrawal from the Lake Cumberland Area Drug Task Force shall not obviate the annual obligation of the withdrawing Entity.</p> <p>C. This agreement may be dissolved only upon the annual anniversary date of the Lake Cumberland Area Drug Task Force fiscal year and only by mutual agreement in writing by all participating Governmental Entities at least sixty (60) days prior to said agreement anniversary.</p> <p>D. Upon dissolution of this agreement, the asset and/or liabilities of the Lake Cumberland Area Drug Task Force shall be distributed among the participating Governmental Entities in the same proportions as the total appropriations of each Governmental Entity represents to the total of all appropriations made to this facility.</p> <p>E. Upon dissolution of this agreement, the assets obtained before October 1, 1999 will not be shared with the Wayne County Sheriff's</p>	<p>Office and Fiscal Court. Any assets obtained on or after October 1, 1999 will be shared with this entity on a percentage basis. Any assets obtained before October 1, 2003 will not be shared with the McCreary County Sheriff's Office and Fiscal Court. Any assets obtained on or after October 1, 2003 will be shared with this entity on a percentage basis.</p> <p>X. AGREEMENT VALIDATION</p> <p>A. This agreement may be amended as to the inclusion of additional Governmental Entities at any time upon the adoption of the amended agreement by the same process as Section X 'Agreement Validation' with the additional ratification by ordinance or resolution by the newly added Governmental Entity.</p> <p>APPROVED:</p> <p><i>August 25</i>, 2003 CITY OF SOMERSET</p> <p>ATTEST:</p> <p>BY: <i>J.P. Wiles</i> MAYOR J.P. WILES</p>
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Mr. Wheeldon moved to approve the appointment of Jim Moss to the Ethics Board. The term expiring 09/01/05. Mr. Floyd seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

Mr. Wheeldon moved to approve the Gas Departments request to advertise and receive bids for a new backhoe. Mr. Bourne seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

Mrs. Hunley moved to approve the Water Departments request to amend the existing water purchase contract between the City of Somerset and the Southeastern Water Association, Inc. for the purpose of extending the time limitation to be in effect for forty years (40) from the effective closing date of the Associations Financial Agreement. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

J.P. WILES
Mayor

LAWRENCE M. FISHER
Manager

City of Somerset

WATER/WASTEWATER DEPARTMENT
100 College Drive
PO Box 800
SOMERSET, KENTUCKY 40383-0800
(606) 475-1130
(800) 876-8997 (Toll Free)

MEMORANDUM

TO: DONNA HUNLEY, CHAIRMAN
WATER COMMITTEE

FROM: LARRY FISHER, MANAGER
SOMERSET WATER SERVICE *LMF*

SUBJECT: MOTION

DATE: August 25, 2003

1. MOTION TO AMEND THE EXISTING WATER PURCHASE CONTRACT BETWEEN THE CITY OF SOMERSET AND THE SOUTHEASTERN WATER ASSOCIATION, INC. FOR THE PURPOSE OF EXTENDING THE TIME LIMITATION TO BE IN EFFECT FOR FORTY YEARS FROM THE EFFECTIVE CLOSING DATE OF THE ASSOCIATION'S FINANCIAL AGREEMENT.

Equal Opportunity Employer M/F/H/V (800) 876-8175 (TDD)

Mr. Wheeldon moved to approve the following resolution. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Minton, Mr. Owens, Mr. Bourne, Mr. Burnett, Mrs. Dugger, Mrs. Norfleet, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Girdler, Mr. New, and Mrs. Hunley.

EXHIBIT 2

RESOLUTION
SX21199020

RESOLUTION OF THE City of Somerset (GRANTEE) ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT, AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project") and

WHEREAS, the Grantee has made application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to acquire and construct the Project; and

WHEREAS, the Kentucky Infrastructure Authority has approved a conditional commitment of funds for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Somerset, as follows:

SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That J.P. Wiles, Mayor is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on August 25, 2003.

City of Somerset, (Grantee)

J.P. Wiles, (Representative)

TITLE Mayor

There being no further business the meeting adjourned.

ATTEST: 
CITY CLERK

APPROVED 
MAYOR