

MINUTES OF MEETING HELD JUNE 8, 2009

The Common Council of the City of Somerset, Kentucky met in a regular session on Monday, June 8, 2009, at 7:00 p.m. with the following present: Mayor Eddie Girdler. Council Members: Mike New, Donna Hunley, John Minton, Jim Mitchell, Pat Bourne, Jerry Burnett, Tim Rutherford, Linda Stringer, Jerry Wheeldon, Steve Kelley, and Jerry Girdler. City Attorney Carrie Wiese and City Clerk David Godsey. Absent: Council Member Jim Rutherford

Mr. Wheeldon moved to not approve the minutes of the last regular meeting held on May 11, 2009, and the special called meeting on May 7, 2009 along with the reports until next council meeting. Mr. Bourne seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. T. Rutherford, Mrs. Stringer, Mr. Wheeldon, Mr. Kelley, and Mr. Girdler.

Mr. Kelley moved to approve giving additional funding of \$5,000. to the Master Musicians Festival provided others in the community will match or exceed that total. Mr. Bourne seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. T. Rutherford, Mrs. Stringer, Mr. Wheeldon, Mr. Kelley, and Mr. Girdler.

First reading was given the following Ordinance 09-08:

ORDINANCE 09-08

AN ORDINANCE ADOPTING THE CITY OF SOMERSET, KENTUCKY ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010 ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS OF THE CITY OF SOMERSET, KENTUCKY; AND ADOPTING A WATER AND WASTEWATER RATE STRUCTURE WHICH SHALL BE IN EFFECT JULY 1, 2009

First reading was given the following Ordinance 09-09:

ORDINANCE 09-09

AN ORDINANCE TO THE CITY OF SOMERSET, KENTUCKY, ADOPTING A PERSONNEL PAY AND CLASSIFICATION PLAN PURSUANT TO KRS 83A.070 REQUIRING THAT SUCH A PLAN BE ADOPTED

First reading was given the following Ordinance 09-10:

ORDINANCE 09-10

AN ORDINANCE TO THE CITY OF SOMERSET CREATING A FRANCHISE FOR THE ERECTION, LAYING, AND MAINTENANCE OF ELECTRIC FACILITIES, AND APPURTENANT FACILITIES AND EQUIPMENT IN, ALONG, AND ACROSS THE PUBLIC WAYS, ROADS, STREETS, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF SOMERSET, KENTUCKY: FOR FURNISHING AND SELLING ELECTRICITY BY MEANS OF SAID FACILITIES; AND PROVIDING FOR THE SALE OF SAID FRANCHISE.

Mr. Bourne moved to approve the appointment of Marvin Mabry to the Planning and Zoning Board to fill the unexpired term of James Dorsey. The term expiring June 2011. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. T. Rutherford, Mrs. Stringer, Mr. Wheeldon, Mr. Kelley, and Mr. Girdler.

Mr. Bourne moved to approve the following Resolution authorizing the Mayor to sign necessary documents and releases to enable the City of Somerset Police Department to participate in Segway Transporters field evaluations. Mr. Wheeldon seconded the motion. Upon roll call the following Council Members voted “Aye”: Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Bourne, Mr. Burnett, Mr. T. Rutherford, Mrs. Stringer, Mr. Wheeldon, Mr. Kelley, and Mr. Girdler.

RESOLUTION

A RESOLUTION OF THE COUNCIL FOR THE CITY OF SOMERSET, KENTUCKY, authorizing the Mayor to sign the necessary documents and releases to enable the City of Somerset Police Department to participate in THE CENTER FOR RURAL DEVELOPMENT's Segway Human Transporters™ field evaluations.

WHEREAS, THE CENTER FOR RURAL DEVELOPMENT administers a grant from the National Institute of Justice ("NIJ") to manage an equipment standards and testing program with and through the public safety community throughout the United States; and

WHEREAS, in furtherance of this program, THE CENTER FOR RURAL DEVELOPMENT has acquired Segway Human Transporters™ to conduct a series of field evaluations to determine if the device has practical application within certain law enforcement, corrections and first responder environments; and

WHEREAS, the City of Somerset's Police Department wishes to participate in said field evaluations;

NOW THEREFORE, be it resolved and ordained by the Common Council of the City of Somerset, Kentucky this the 8th day of June, 2009, that:

I. The City hereby authorizes the Mayor to sign necessary documents, including but not limited to, a Release of Liability, Assumption of Risk and Indemnity Agreement, in order for the City's Police Department to participate in the above stated evaluations.

II. This resolution shall be in full force and effect upon passage by the common council.

Approved by the Common Council of the City of Somerset on this the 8th day of June, 2009. Motion by: Mr. Bourne and seconded by: Mr. Wheeldon
Members present voting 17 in favor.

ATTEST:

City Clerk, David Godsey

Mayor, Eddie Girdler

Release of Liability, Assumption of Risk and Indemnity Agreement

THE CENTER FOR RURAL DEVELOPMENT, a not for profit corporation, existing under the laws of the Commonwealth of Kentucky, administers a grant from the National Institute of Justice ("NIJ") to manage an equipment standards and testing program with and through the public safety community throughout the United States. In furtherance of this program, THE CENTER FOR RURAL DEVELOPMENT has acquired Segway Human Transporters™ to conduct a series of field evaluations to determine if the device has practical application within certain law enforcement, corrections and first responder environments.

The Segway Human Transporter™ is a motorized two-wheeled vehicle. The use of these vehicles involves a certain degree of risk that could result in property damage, personal injury, or death.

In consideration for being permitted to participate in any way: the use/loan of a Segway Human Transportation™ vehicle (hereafter called the "Program"), the undersigned on behalf of the City of Somerset expressly agrees to release, waive, discharge, indemnify and hold harmless THE CENTER FOR RURAL DEVELOPMENT, and NIJ, its and their officers, employees, agents and assigns against any and all liability, wrongful or illegal acts, claims, losses, damages, or costs which may result from the personal injury, accidents, illnesses (including death), or property damage arising from or in any way relating to the City's participation in the Program.

The Undersigned on behalf of the City of Somerset shall, as a condition precedent to City employees being allowed to participate in the Program, provide evidence of comprehensive general liability insurance with a minimum coverage of one million (\$1,000,000) dollars per occurrence per person and accident.

THE CENTER FOR RURAL DEVELOPMENT, AND NIJ MAKES NO WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Invalidity of any provision hereof by reason of the law of any state or for any other reason shall not render the other provisions hereof invalid.

This Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of laws rules.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I, as Mayor of the City of Somerset, with authority and responsibility for the City of Somerset's employees participating in the demonstration project as described above, agree to all terms and conditions of this Release of Liability, Assumption of Risk and Indemnity Agreement, understand it and sign it freely, fully and without reservation. I acknowledge and understand this Agreement is a FULL AND COMPLETE RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, that it includes any and all claims for any reason, INCLUDING NEGLIGENCE. I certify that I have the authority to sign the foregoing Release of Liability, Assumption of Risk and Indemnity Agreement on behalf of the City of Somerset as evidenced by the attached resolution passed by the Somerset City Council. I further certify that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

WITNESS:

City Clerk, City of Somerset

Mayor, City of Somerset

June 8, 2009

Date

Reviewed by City Attorney:

There being no further business the meeting adjourned.

APPROVED

MAYOR

ATTEST:

CITY CLERK

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