

MINUTES OF MEETING HELD MARCH 13, 2017

The Common Council of the City of Somerset, Kentucky met in a regular meeting on Monday March 13, 2017, at 7:00 p.m. with the following present: Council Members; Jerry Wheeldon, Jimmy Eastham, Jerry Girdler, Mike New, Donna Hunley, John Minton, Jim Mitchell, John Adams, Amanda Bullock, Tom Eastham, David Burdine and Brian Dalton and City Clerk Nick Bradley. Absent Mayor Eddie Girdler and City Attorney Carrie Weise.

Mr. Mitchell moved to approve the minutes of the regular meeting held on February 27, 2017 along with reports as mailed. Mr. J. Eastham seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Adams, Mrs. Bullock, Mr. T. Eastham, Mr. Burdine and Mr. Dalton.

Mrs. Wheeldon moved to approve the following Resolution No. 17-02 approving the City of Somerset and Pulaski County Inter-Local Cooperation Agreement for: Comprehensive Fire Protection Services. Mr. Adams seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, Mr. Adams, Mrs. Bullock, Mr. T. Eastham, Mr. Burdine, and Mr. Dalton.

<p style="text-align: center;">City of Somerset and Pulaski County Inter-Local Cooperation Agreement for COMPREHENSIVE FIRE PROTECTION SERVICES</p> <p>This Inter-Local Cooperation Agreement is hereby made and entered into pursuant to KRS Chapter 65, otherwise known as the "Inter-Local Cooperation Act", this 13th day of March, 2017, by and between the City of Somerset, Kentucky (hereinafter referred to as City) and Pulaski County, Kentucky (hereinafter referred to as County):</p> <p>WHEREAS, KRS Chapter 65 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and</p> <p>WHEREAS, KRS Chapter 65 permits two (2) or more public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of KRS 65.2-10 to 65.2-30, after appropriate action such as a resolution of a governing body, and/or signature of the Executive Authority of a participating public agency if no resolution is required under all applicable law; and</p> <p>WHEREAS, the City is within the County of Pulaski, and therefore shares common boundaries, interlocking transportation routes, safety hazards, and shared emergency management concerns, including Fire Protection Services, all of which directly impact the safety, health, and welfare of the citizens of both the City and the County; and</p> <p>WHEREAS, the City and the County wish to enter into an Inter-Local Cooperation Agreement regarding Comprehensive Fire Protection Services which will protect the citizens and property of both the City, as well as the designated County areas as set forth in this agreement, to the fullest extent possible;</p> <p>NOW THEREFORE, the above stated Agencies do hereby enter into an Inter-Local Cooperation Agreement for the purpose of setting forth the governmental and financial responsibilities regarding a Comprehensive Fire Protection Services plan;</p> <p>The City and County agreeing to the terms set forth below, evidenced by the signatures of the Executive Authority of each Agency as required by all applicable law, with any required Resolutions of the governing bodies attached hereto and incorporated in full by reference, the parties hereby agree as follows:</p> <p>I. Powers: The Somerset Fire Department will continue to be operated solely by the City of Somerset, with such operation performed with the understanding that both governmental agencies intend to work together to ensure the highest quality of emergency fire services is provided to the citizens of the designated areas of Pulaski County, including the City of Somerset which is located within the County's boundaries, by following the terms of this Agreement as set forth herein.</p>	<p>II. Immunities and Privileges: Pursuant to KRS Chapter 65, both agencies shall have the same immunities and privileges while in the performance of their respective duties under this agreement which they otherwise possess when in the performance of their professional duties. This agreement shall not change or dispose of any immunities or privileges provided by state or federal law.</p> <p>III. Continued Separation of Entities: This agreement does not create any separate legal or administrative entity in regards to Fire Protection Services and any additional mutual aid to be provided under this agreement, and the Somerset Fire Department shall remain solely a City of Somerset operation for all legal purposes, including those related to employment such as: employee supervision and responsibility, compensation and benefits for employees, and necessary insurance coverage, including, but not limited to, Worker's Compensation coverage.</p> <p>IV. Administration of the Cooperative Undertaking: Pursuant to KRS 65.250 (2)(a), the Agencies herein state and agree that the Mayor of the City of Somerset, and the County Judge Executive of Pulaski County shall be named as co-administrators of this Inter-Local Agreement and shall have equal power, duties, and responsibilities in the administration of this Agreement. Each administrator shall be permitted to delegate the administration of this Inter-Local Agreement as permitted by applicable law to an employee, agent, or member of the entity, and if he/she so chooses, shall give notice to the other party of said delegation in order clear communication.</p> <p>V. Consideration for the Agreement/Comprehensive Fire Protection Services in Designated Areas/Mutual Aid Outside of Designated Areas:</p> <p>1. The parties enter into this agreement in order to provide the highest degree of Comprehensive Fire Protection Services to the citizens of Somerset, as well as the extended area which is currently outside the City's corporate limits, but which is within the boundaries of Pulaski County. As full consideration for this Agreement, and the benefits derived from this Agreement and conferred on both the City and the County, the City of Somerset, by and through the Somerset Fire Department, shall continue to provide Comprehensive Fire Protection Services previously addressed under the parties' prior operational agreement dated August 13th, 1981, attached hereto as Exhibit "A". Said agreement is hereby renewed and replaced in full by this present agreement, and this present agreement shall remain in effect until terminated per the terms of the agreement as set forth herein. The City of Somerset will further continue to provide Mutual Aid to other Fire Departments and Emergency Fire Service entities under the jurisdiction of Pulaski County, but which are outside the designated areas as set forth in this agreement, by responding to requests for assistance to the very best of its ability and to the extent needed.</p> <p>2. The County shall appropriate to the City of Somerset an annual total fee of FIFTY THOUSAND DOLLARS (\$50,000.00) per year. Said total amount shall be paid in quarterly installments during the period that this Inter-Local Agreement is in effect. The parties will continue to utilize the quarterly installment payment plan presently in place, with payments being made to the City of Somerset on or before the ____ day of the following month: _____</p>
<p>The total amount paid to the City of Somerset may be adjusted annually, beginning July 1, 2018, upon a request by the City of Somerset, and upon joint agreement of the agencies as evidenced in a proper written amendment to this agreement. Any increase in the amounts set forth above shall be based on increases in the cost of living index and discounts of providing comprehensive fire protection services.</p> <p>3. In addition, the County shall provide a one-time lump sum payment in the total amount of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00), which shall be paid to the City of Somerset upon the signing and approval of this Inter-Local Agreement by the Mayor and County Judge, and by the legislative bodies of the City of Somerset and Pulaski County. Said lump sum is hereby provided to the City for the purpose of purchasing fire fighting apparatus and equipment, including but not limited to a Fire Engine/Truck, as needed by the City of Somerset in order to carry out its full duties and responsibilities under this Inter-Local Agreement.</p> <p>4. In exchange for the annual amount listed above, and the one-time lump sum payment as described above, the City of Somerset shall continue to provide Comprehensive Fire Protection Services to the area as set forth in Exhibit "B", attached hereto and incorporated in full herein by reference. The City of Somerset will also continue to provide Mutual Aid to County Fire Departments which are responsible for fire protection outside of the designated areas as shown in Exhibit "B" to the fullest extent possible and to the best of its ability.</p> <p>VI. Term of Agreement This Inter-Local and Mutual Aid Agreement shall be in full force and effect upon approval of both the governmental bodies as evidenced by the official minutes attached hereto as Exhibit "C", and upon the signatures provided by the Mayor and the County Judge as evidenced on the signature page of this agreement. The initial term period of this Inter-Local Agreement shall be for a term of five (5) years, and shall remain in full force and effect during the initial term period unless terminated pursuant to Section VII set forth below. Unless the agreement is terminated by one or both of the parties pursuant to the termination clause set forth in Section VII, this Inter-Local Agreement shall automatically renew for one (1) year term each Fiscal Year (July 1 to June 30) beginning on the expiration date of the initial five (5) year term.</p> <p>VII. Termination and Amendments This Inter-Local Agreement shall remain in effect until such time as either agency submits to the other, in writing, a 120-day notice, the end of which period shall result in the termination of this Agreement in full. No amendments to this Inter-Local Agreement, whether express or implied, or whether by action or practice, shall be made by either party without the express written consent of both agencies, and must be in compliance with all applicable federal, state, or local law.</p> <p>VIII. Compliance with Applicable Law The parties hereto state that prior to the enforcement of this Agreement by the City of Somerset and Pulaski County, the Agreement was approved by the legislative bodies of both the City of Somerset and Pulaski County, and the Agreement was provided to the Kentucky Department of Local Government as required under KRS Chapter 65, KRS Chapter 91A, and that said agreement, if required by applicable law, was approved by the Department, with such approval evidenced by the signature page of this</p>	<p>IX. Force and Effect Per law, this Agreement shall become operative and have full force and effect on the date set forth above and upon the signature of the parties/agencies following approval by the legislative bodies of each agency, the signature of the Kentucky Department of Local Government if required, the filing of the signed and approved Agreement with the Pulaski County Clerk's Office, Somerset, Kentucky, and the filing of this Agreement with the Kentucky Secretary of State, Frankfort, Kentucky. This Agreement, once it is given full force and effect, shall override, void, and replace all prior agreements between the Agencies in regards to Comprehensive Fire Protection Services, including but not limited to, the aforementioned agreement signed by the parties in 1981 and attached hereto as Exhibit "A".</p> <p>X. Miscellaneous; Severability</p> <p>A. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, pertaining to the City of Somerset and Pulaski County Comprehensive Fire Protection Services. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties, after approval by each respective legislative body.</p> <p>B. Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of the City, the County, and to their successors and assigns. Nothing in this Agreement shall be construed to permit an assignment by any of the subject Service Providers of any of its rights or obligations hereunder, and such assignment is expressly prohibited without a proper Amendment having been done under this Agreement.</p> <p>C. Governing Law, Severability. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and all court actions required as a result of this agreement shall take place in the 28th Judicial Circuit, Pulaski County. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.</p> <p>Signed this 13th day of March, 2017.</p> <p>Mayor, Edward Girdler _____ County Judge Executive, Steve Kelley _____</p> <p>City Attorney _____ County Attorney _____</p> <p>City Clerk _____ County Clerk _____</p> <p>If Required by current law: Approved by the Department of Local Government (DLG) on this ____ day of _____, 20 ____ DLG, Commonwealth of Kentucky</p>

First reading was given the following Ordinance No. 17-04:

ORDINANCE NO. 17-04

AN ORDINANCE AMENDING ORDINANCE NO. 00-18, KNOWN AS THE CITY'S ZONING ORDINANCE, AND ALTERING THE ZONING MAP TO REFLECT SAID AMENDMENT, BASED ON THE FINDINGS OF FACT MADE BY THE PLANNING AND ZONING BOARD, AND BASED ON SAID BOARD'S RECOMMENDATION OF A ZONE CHANGE;

Mr. Adams moved to approve the following Resolution No. 17-03 for the City of Somerset to Join the Kentucky Fire Commission's KRS 95A.250 Fire Fighter Pay Incentive Program. Mr. Burdine seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. J. Eastham, Mr. New, Mr. Minton, Mr. Mitchell, Mr. Adams, Mrs. Bullock, Mr. T. Eastham, Mr. Burdine, and Mr. Dalton. "No": Mr. Wheeldon, Mr. Girdler, and Mrs. Hunley.

Resolution for the City of Somerset to Join the Kentucky Fire Commission's KRS 95A.250 Fire Fighter Pay Incentive Program

Whereas, the Kentucky Fire Commission under KRS 95A.250 operates a program where local governments receive an annual pay supplement of Four thousand dollars (\$4,000) for each qualified professional firefighter it employs, plus an amount equal to the required employer's contribution on the supplement to the defined benefit pension plan; and,

Whereas, the City of Somerset does not participate in the KRS 95A.250 Fire Fighter supplemental pay program, but does participate in a similar program for Police Officers; and,

Whereas, said supplemental pay program is funded by a surcharge on insurance premiums which is now paid by the citizens of Somerset; and,

Whereas, the program has little additional costs to the City of Somerset and no additional taxes to the Citizens of Somerset; now therefore,

Be it resolved by the Common Council of the City of Somerset that the City of Somerset should enroll in the Kentucky Fire Commission KRS 95A.250 firefighter incentive pay and pension program when prudent.

There being no further business the meeting adjourned.

APPROVED: _____

MAYOR

ATTEST: _____

CITY CLERK