

## MINUTES OF MEETING HELD MAY 11, 2020

The Common Council of the City of Somerset, Kentucky met in a regular meeting on Monday May 11, 2020 at 6:00 p.m. via Zoom with the meeting called to order at 6:02 p.m. and the following present: Council Members; Amanda Bullock, Tom Eastham, David Burdine, Brian Dalton, Jerry Wheeldon, Jimmy Eastham, Jerry Girdler, Mike New, Donna Hunley, John Minton, Jim Mitchell, David Godsey, Mayor Alan Keck, City Attorney John Adams, and City Clerk Nick Bradley.

Mr. Godsey moved to approve the minutes of the regular meeting held on April 27, 2020 along with reports as mailed. Ms. Bullock seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

Mr. Burdine made a motion to approve the following Resolution Number 20-07: Resolution adopting a Municipal Aid Co-op Program Contract between the Incorporated City of Somerset and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2020, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City. Mr. Wheeldon seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

R E S O L U T I O N

Incorporated City of SOMERSET

Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Incorporated City and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2020, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated City

Be it resolved by the Legislative Body of the Incorporated City that:

The Legislative Body of the Incorporated City does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated City; and

The Legislative Body of the Incorporated City does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agree to all the terms and conditions therein stated; and

The Chief Executive Officer of the said Incorporated City is hereby authorized and directed to sign said Contract as set forth on behalf of the Legislative Body of, and the City Clerk of SOMERSET is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	
Mr. [Name]	

COMMONWEALTH OF KENTUCKY  
INCORPORATED CITY OF SOMERSET

I, [Name], City Clerk of SOMERSET certify that the foregoing is a true copy of the Order above Given under my hand and seal of office this the 11<sup>th</sup> day of May, 2020.

SIGNED: [Signature]  
CITY CLERK OF SOMERSET

MUNICIPAL ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Legislative Body of the Incorporated City of SOMERSET, Kentucky (the "City").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.365(1) provides that 7.7% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.2(0)(1)(2), KRS § 138.660(1)(2), and KRS § 234.120 shall be set aside by the Finance and Administration Cabinet for the construction, reconstruction, and maintenance of urban roads and streets, and for no other purpose ("Municipal Road Aid funds"); and

WHEREAS, the City has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the City in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the Municipal Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"); and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the City agree as follows:

1. Apportionment of Municipal Road Aid Funds: The City's apportionment of Municipal Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2020, this amount is \$203,512.89 [the

"Apportionment") The above referenced estimate is based on the most recent available data and is subject to change according to available revenue. This Apportionment shall be distributed by the Department to the City in accordance with the terms of this Agreement.

2. Assignment of the Apportionment: The City hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2021.

3. Distribution of Municipal Road Aid Funds: The City and the Department agree that the Apportionment shall be distributed by the Department to the City as follows: The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below.

4. The Department shall distribute to the City payments to be determined based on available KYTC financial resources, less 3% of the emergency fund discussed below Emergency Fund. The City agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the City, may disburse these funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City and lying within city limits. The Department may disburse up to fifty percent (50%) of the approved funds to the City for the purpose of it using said funds for emergency roadway and bridge projects designated by the City. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then

distribute the determined remaining amount (if the actual cost of an emergency project is less than the amount of Emergency Funds disbursed by the Department, then the City shall reimburse the difference to the Department.

7. Disbursement of Funds Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the City to pay for materials, labor and equipment necessary for the City to accomplish construction, reconstruction, and maintenance of streets designated by the City and lying within city limits. This assistance is extended insofar as funds are available from the Apportionment. The City shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the City. The Department may assist the City in fulfilling its needs by disbursing funds to the City for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the City for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave, overtime, retirement, social security, insurance, etc.

8. Use of Municipal Road Aid Funds The City agrees and certifies that the Apportionment will be expended by the City solely for the purpose of construction, reconstruction, and maintenance of city streets as defined in KRS § 177.365(4).

9. Rights of Way The City, if required under applicable law, will acquire any rights of way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

10. Indemnification The City shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the City contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the City under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

11. Reimbursement of Losses The City will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

12. Termination of Agreement The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the City. If this Agreement is canceled under this provision, then the City will receive any unspent portion of the Apportionment from the Finance and Administration Cabinet.

13. Access to Records The City acknowledges and agrees that pursuant to KRS § 177.369(3) it shall retain all records of the expenditures of the Apportionment for a period of five

(5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other qualification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS § 1.878(2)(c)], shall be subject to audit by the Finance and Administration Cabinet or its duly authorized agent and made accessible by the City to the Finance and Administration Cabinet or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.365(1). The City also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization The Legislative Body of the City shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The Chief Executive Officer of the City, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

INCORPORATED CITY OF SOMERSET

BY:   
Chief Executive Officer

Date: \_\_\_\_\_

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Mr. Mitchell made a motion to approve the following Resolution Number 20-08: Authorizing a grant application to be submitted to the United States Department of Commerce, Economic Development Administration (EDA) to make improvements to its wastewater treatment and

collection systems.. Mr. Godsey seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.



Mr. Burdine made a motion to approve the follow Resolution Number 20-09: Relating to Kentucky Recovery Community Development Block Grant Program.. Mr. J. Eastham seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

RESOLUTION

AN RESOLUTION OF THE CITY OF SOMERSET, KENTUCKY, RELATING TO KENTUCKY RECOVERY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City Council of Somerset, Kentucky, has been awarded a Small Cities Community Development Block Grant from the Commonwealth of Kentucky Department for Local Government for the purpose of providing public services for the Sky Hope Center and;

WHEREAS, it is necessary under the regulations of the Governor's Office of Local Government that the City Council approve activities related to the implementation of the project;

THEREFORE, BE IT ORDERED by the City of Somerset Council that

Section 1. The Mayor and City Attorney are authorized to provide signatures for any additional data or information necessary to assure funding for the City and hereby authorize the Mayor the authority to execute any and all items necessary to implement the project as required by the Governor's Office for Local Development in the amount of \$300,000.

Section 2. The City of Somerset accepts the responsibility to work with the Adena Group to fund or seek funding from available sources should there be cost overruns incurred on the public services program.

Section 3. The City of Somerset will enter into a subrecipient agreement with the Adena Group to assure operation of the project and Sky Hope Recovery Center where feasible.

This Order shall be in full force and effect upon reading and adoption by the City of Somerset Council.

DATE OF READING: May 11, 2020

MOTION BY: Mr. Burdine

SECONDED BY: Mr. T. Eastham

NOTE: YES 12, NO 0

ATTEST:  
City Clerk

MAYOR

Mr. Girdler made a motion to appoint Jonathan Hansford to the Somerset Housing Authority Board of Commissioners with a term of May 2020 through May 2022. Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Ms. Bullock, Mr. T. Eastham, Mr. Burdine, Mr. Dalton, Mr. Wheeldon, Mr. J. Eastham, Mr. Girdler, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Mitchell, and Mr. Godsey.

There being no further business the meeting adjourned at 6:36 p.m.

APPROVED:

  
MAYOR

ATTEST:

  
CITY CLERK