

**CITY OF PIKEVILLE
BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
March 30, 2010 AT 6:00 P.M.**

The Board of Commissioners for the City of Pikeville met in a special called session on Tuesday, March 30, 2010. The meeting was held in the City Hall Conference Meeting Room located at 118 College Street, Pikeville, Kentucky.

There being a quorum present, Mayor Frank Justice called the meeting to order at: 6:00 p.m. Commission Members present at roll call were a follows:

**COMMISSIONER: GENE DAVIS
 BARRY CHANEY
 DALLAS LAYNE
 JIMMY CARTER**

MAYOR: FRANKLIN D. JUSTICE, II

PAYMENT OF CITY BILLS

The City Manager Donovan Blackburn requested the approval to pay city bills in the amount of \$474,589.87. Commissioner Layne made the motion to approve. Commissioner Davis seconded the motion. Mayor Justice called for further discussion, Commissioner Davis asked if the City had funds to pay. City Manager responded yes. Mayor called for further comments, there being none the motion passed unanimously. 5-0.

CITY ATTORNEY

ORDINANCE 0 2010 07 NAMING UN NAMED STREET:

City Attorney Rusty Davis was present. Mr. Davis read into record the 2nd reading of Ordinance 2010 07 Naming a un named street. Commissioner Carter made the motion to adopt. Commissioner Layne seconded the motion. Mayor Justice called for comments. City Manager Donovan Blackburn commented that UMG had placed the sign on the pole. Mayor Justice asked if a good metal pole? UMG, Manager, Donnie Slone answered yes. Mayor Justice called for further comments, there being none mayor called for Roll Call. Ordinance adopted. 5-0.

AN ORDINANCE NAMING UNAMED STREETS
OFF BY-PASS ROAD RUNNING THROUGH THE HAMBLEY FIELD
COMPLEX BY THE NAME OF "JEANNIE STONE WAY"

ORDINANCE NO. 0-2010-007

BE IT ORDAINED BY THE CITY OF PIKEVILLE that the unnamed street leading off of By-pass Road running through the Hambley Field Complex starting at 82o-54'35"W by 37o-48'-58" N to be named "JEANNIE STONE WAY"

That this ordinance shall be in full force after it is passed and published as required by law.

The above ordinance was given first reading this 22nd day of March , 2010. At Pikeville, Kentucky, this ordinance was given a second reading on the 30th day of March, 2010.

Passed this 30th day of March, 2010.

Commissioner Carter moved the adoption of the foregoing Ordinance.

Commissioner Layne seconded the motion.

Upon call of the roll, the votes were as follows;

	YES	NO
FRANKLIN D. JUSTICE, II MAYOR	<u> X </u>	_____
JAMES A. CARTER, COMMISSIONER	<u> X </u>	_____
EUGENE W. DAVIS, COMMISSIONER	<u> X </u>	_____
DALLAS LAYNE, COMMISSIONER	<u> X </u>	_____
BARRY CHANEY, COMMISSIONER	<u> X </u>	_____

The Mayor declared the within Ordinance adopted.

/s/ Frank Justice
FRANKLIN D. JUSTICE, II, MAYOR

ATTEST:

/s/ Rebecca Hamilton
REBECCA HAMILTON, CITY CLERK

ORDINANCE 0 2010 08 CHAPTER 54 UTILITY RATES:
City Attorney Rusty Davis read into record ordinance amending utility rules and regulations creating a agreement for services. Commissioner Layne made the motion to adopt. Commissioner Chaney seconded the motion. Mayor Justice called for further comments, there being none the Mayor called for a ROLL CALL vote, the ordinance was adopted. 5-0

AN ORDINACE AMENDING CHAPTER 54
TO AMEND UTILITY RULES AND REGULATIONS
CREATING A AGREEMENT FOR SERVICES

ORDINANCE NO. 0-2010-008

WHEREAS, the City of Pikeville herby amendments Chapter 54 Utility Rules and Regulation creating a new agreement for Fusion Units.

NOW, THEREFORE, BE IT ORDAINED Chapter 54 "UTILITY RULES AND REGULATIONS" is amended to read as follows:

SERVICE AGREEMENT

§ 54.07 SPECIAL UTILITY SERVICE AGREEMENT FOR FUSION UNITS:

CITY OF PIKEVILLE, KENTUCKY
SEWER USER AGREEMENT
FOR ALTERNATIVE SEWER SYSTEM

User Phone No: _____ This agreement entered into between _____
whose address is _____

hereinafter called "user" and CITY OF PIKEVILLE, KENTUCKY, hereinafter called "City."

WITNESSETH

WHEREAS, the user desires to have the City install and the user to utilize an alternative sewer system approved by the City, and to enter into a sewer user's agreement as required by the Policies of the City;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The City shall install and maintain an alternative sewer system that has been approved by the Pike County Health Department and the City, subject to the limitations set out in the City's Rules, Regulations and Ordinances now in force or as hereafter amended, a sewer system in connection with user's occupancy of the following described property:

The user agrees to grant to the City, its successors and assigns, a perpetual easement in, over, through, under, and upon the above described land, with right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove sewer lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the user for the purpose of ingress to and egress from the above described lands.

The user hereby agrees to utilize an alternative sewer system (fusion, aerator, conventional septic tank or other) approved by the City and the Pike County Health Department. The connection fee for the sewer system is \$ _____. Additionally, all new sewer users (residential, commercial, and business) will be required to obtain and pay for a permit from the Pike County Health Department prior to installation of the alternative sewer system and pay for a state inspection fee. THE ALTERNATIVE SEWER SYSTEM WILL BECOME PROPERTY OF THE CITY.

The user agrees to comply with and be bound by the Rules, Regulations and Ordinances of the City, now in force, or as hereafter duly and legally supplemented, amended or changed. The user also agrees to pay sewer charges at such rates, time and place as shall be determined by the City, and agrees to the imposition of such penalties for noncompliance as are now set out in the City's Rules, Regulations and Ordinances, or which may be hereafter adopted and imposed by the City. The monthly rates will be reasonable and the user shall comply with all rates, rules and regulations adopted by the City.

The City shall have final decision making authority related to the location of the alternative sewer system, and may shut off water service to any user who allows a connection or extension to be made to the City's sewer line or appurtenances for the purpose of supplying sewer service to another user.

The user recognizes that an alternative sewer system is being installed and, accordingly agrees that they will not permit any foreign objects or concentrated chemicals to be introduced into the sewer system. The City is responsible for the installation and routine maintenance of the alternative system; however, if after inspection of a problem, it is found that improper items were put into the sewer system by the user, the user shall be billed for necessary repairs.

User also agrees that the installation of electric service and routine monthly charges from any power company associated with any electrical component of the sewer system shall be supplied by and paid for by the user. The user will allow the City to connect the electrical components of its alternative sewer system to the user's electric service facilities when the system is installed.

The user shall install and maintain, at user's expense, service connection lines to the alternative system on user's property and all other devices necessary to deposit user's waste stream into the City's alternative system. Service line material and installation must be in accordance with the State Plumbing Code as administered by the Division of Plumbing, Department of Housing, Building and Construction. Any and all work on the customer's side shall be inspected by an appropriate representative of the Pike County Health Department before the service line is backfilled. The user shall keep the service line and appurtenances in good working condition at all times and keep any surface water infiltration from entering the City's sewer system. The user shall not deposit sewage in such a manner as to cause unusual fluctuations or disturbances in the City's system. The City will use reasonable diligence in supplying sewer service, but shall not be liable for breach of contract in the event of injury, damage to persons or property, or for loss resulting from interruptions in service. The service connection supplied by the City to the user has a limited and specific capacity, and no addition to the equipment or load connection thereto will be allowed except with specific consent of the City. Failure to give notice of additions or changes in load and to obtain the City's consent for same, shall render the user liable for any damage to the City's lines or equipment caused by the additional or changed installation.

The user shall connect sewer service lines to the City's Alternative System and shall commence to use sewer services of the system on the date the sewer system is made available to the user by the City. Sewer user charges to the user shall commence on the date service is made available, regardless of whether or not the user connects to the system.

It is mutually understood and agreed that the failure to pay sewer service charges pursuant to this agreement shall result in the automatic imposition of the following penalties:

March 30, 2010 Special Meeting

1. Non-payment by the due date will be subject to a penalty of five (5%) percent of the delinquent amount.
2. Non-payment by the first day of the month after the current utility bill is received will result in the user's water service being disconnected by the City.
3. In the event it becomes necessary for the City to shut off the water from a user's property, a fee of \$40.00 will be charged for reconnection of the service within 24 hours of cutoff or a fee of \$30.00 for reconnection within 72 hours of cutoff. The user will also be required to pay all delinquent accounts in full, unless otherwise agreed to in writing, prior to water service being restored.

IN WITNESS WHEREOF, we have executed this agreement on the _____ day of _____, 20_____.

USER (Printed Name)	USER Signature
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By: _____
 CITY OF PIKEVILLE Title of Authorized Signatory

That this ordinance shall be in full force after it is passed and published as required by law.

The above ordinance was given first reading this 22nd day of March , 2010. At Pikeville, Kentucky, this ordinance was given a second reading on the 30th day of March , 2010.

Passed this 30th day of March , 2010.

Commissioner Layne moved the adoption of the foregoing Ordinance.
 Commissioner Chaney seconded the motion.

Upon roll call, the votes were as follows:

	<u>YES</u>	<u>NO</u>
FRANKLIN D. JUSTICE, II MAYOR	_X_	___
JAMES A. CARTER, COMMISSIONER	_X_	___
EUGENE W. DAVIS, COMMISSIONER	_X_	___
DALLAS LAYNE, COMMISSIONER	_X_	___
BARRY N. CHANEY, COMMISSIONER	_X_	___

The Mayor declared the within Ordinance adopted.

/s/ Frank Justice _____
FRANKLIN D. JUSTICE, II, MAYOR

ATTEST:

/s/ Rebecca Hamilton
REBECCA HAMILTON, CITY CLERK

CITY MANAGER

City Manager Donovan Blackburn presented the commission with the following items for approval:

1. **City Manager requested to authorize the City to acquire a loan from Community Trust Bank in the amount of \$240,000.00 for the purpose of paying invoices from Sprint Turf Field Project and to authorize the City Manager to sign all required paperwork for the loan. Commissioner Davis made the motion to approve. Commissioner Layne seconded the motion. Mayor Justice called for comments. City Commissioner Carter asked if this**

- was final payment. City Manger replied: No, this is a loan to pay Sprint Turf and then the city can draw the DLG funds for the project. Mayor called for further comments, there being one the motion passed. 5-0.
2. Consider request to approve pay request #4 to Sprint Turf in the amount of \$171,764.44 and to authorize payment upon receipt of funds from the Community Trust Bank loan mention under item #5. Commissioner Chaney made the motion to approve. Commissioner Davis seconded the motion. Mayor Justice called for comments, there being none the motion passed unanimously. 5-0.
 3. City Manager requested to adopt a resolution for awarding a bid to H2) Construction for the Marion Branch Sewer Project (SX 21195124) in the amount of \$3,563,725.00 and authorize the mayor to sign said resolution, contract and any necessary paperwork. Commissioner Carter made the motion to approve agreements. Commissioner Chaney seconded the motion. Mayor called for comments. City Manager Donovan Blackburn added that the city had received the letter from RD approval for bid process. Mayor Justice called for comments, there being none the motion was passed unanimously. 5-0.
 4. Consider request to authorize the City to advertise for bid for a bath house, dressing room, concession building beside the RV Park located at the Bob Amos City Park. Commissioner Layne made the motion to approve. Commissioner Davis seconded the motion. Mayor called for comments, there being none the motion passed unanimously. 5-0.

There being no further business to come before the Commission, Commissioner Davis has made the motion to adjourn the meeting. Commissioner Chaney seconded the motion. Mayor Justice called for discussion, there being none the meeting was adjourned. 5-0

The next scheduled Regular Meeting of the City of Pikeville Board of Commissioners is April 12, 2010 at 6:00 p.m.

APPROVED:

FRANKLIN D. JUSTICE, II, MAYOR

ATTESTED:

REBECCA HAMILTON, CITY CLERK