

# MINUTES } CITY OF PIKEVILLE

## CITY OF PIKEVILLE BOARD OF COMMISSIONERS REGULAR MEETING MINUTES OCTOBER 13, 2003

The Board of Commissioners for the City of Pikeville conducted a regular meeting on Monday, October 13, 2003. The meeting was held in the City Hall Public Meeting Room located at 118 College Street, Pikeville, Kentucky.

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

MAYOR:	FRANKLIN D. JUSTICE, II
COMMISSIONER:	DALLAS LAYNE
	EUGENE W. DAVIS
	SHAWN A. AMOS
	JAMES A. CARTER

### AGENDA ITEM II.

### BUSINESS FROM THE FLOOR

A. EASEMENT REQUEST: Owner of Unique Boutique, Beverly Coleman, appeared before the Commission to request an easement across city property behind the Goff Furniture Building located on Hibbard Street. Ms. Coleman has plans to fill in the property so it can be used as an additional parking lot for customers and employees. She advised that if it is determined that a drain is needed, she will pay for the drain and its installation. Commissioner Layne made the motion, seconded by Commissioner Amos to grant an easement across city property as requested by Ms. Coleman. The motion carried unanimously. Additionally, Ms. Coleman requested the unnamed street that is located at the back of the Goff Furniture Building, and behind Pikeville Methodist Hospital property to Baird Avenue, be named in honor and memory of her grandfather, Henry Goff. The City Attorney was directed to prepare an ordinance naming the unnamed street in honor of Henry Goff.

B. GLASS RECYCLING PROPOSAL: Rusty Justice of J & H Enterprises proposed to operate a volunteer recycling center for the discarded glass containers generated by city customers. The Division of Waste Management does not require a permit for crushing the glass or using the material as a substitute for gravel to backfill coal mine ventilation shafts. He asked the city to provide 2 dumpsters for the recyclable glass and to haul the glass to his facility. Mr. Justice will charge a disposal fee for the glass containers at a rate of \$23.50 per delivered ton. Initially, Mr. Justice expects there will be no more than 5 or 6 tons of glass per year. U.S. Filter Manager, A.T. Hall advised that the purchase of 2 dumpsters and site preparation will cost about \$4,000. Mr. Justice told the Commission that he nor the City will make any money with the venture, however it could be a beginning for a recycling program. The Commission tabled further discussion until they had the opportunity to review the proposal in depth.

Mr. Justice also presented proposals to purchase 18 joints of reinforced elliptical concrete pipe for \$9,100.00 and 6 steel I-Beams for \$4,800.00. The items are stored behind the Public Works Headquarters. Mr. Justice advised he would be responsible for removing the items from the city's property. He pointed out that he is proposing to exchange in-kind services such as grading, excavating, sweeping or snow removal to acquire the materials at their original purchase price. An Equipment List and Hourly Rate Schedule was attached to the proposal. The Commission authorized the City Manager to negotiate the exchange of the materials for labor on the condition that the materials were not acquired with federal funds.

C. ANIMAL SHELTER: Local resident, Gene So, asked the Commission if a location for the proposed new animal shelter had been decided. The Mayor explained that the Commission is no longer considering the skate park as a possible location. The Commission advised they are



## MINUTES } CITY OF PIKEVILLE

continuing their efforts to locate a suitable site.

**D. CENTRAL APPALACHIAN MINING:** Mayor Justice advised that the city is the owner of a portion of the mineral rights on property located behind the public works headquarters at Island Creek. A proposal has been submitted by Central Appalachian Mining requesting permission to put in a deep mine in this area. The Mayor advised it may mean anywhere from \$200,000 to \$500,000 for the city. The agreement was given to the city attorney for review.

### AGENDA ITEM III.

#### PAYMENT OF BILLS

**A. HAMBLEY PARK IMPROVEMENTS:** Presented for approval of payment was a request on behalf of Commonwealth Building & Construction in the amount of \$38,518.75. City Engineer Byers reported that representatives from SprinTurf began work this date on punch list items. An amount of \$10,000 remains in the contract to complete the project and punch list items. Discussion was had concerning the improper location of second base to the turf. As the situation currently exists, a slide into second base will most likely result in sliding on the artificial turf. Mr. Byers reported that construction was performed in accordance with the plans. He estimated the city would have to pay about \$3,000 to have second base reconstructed. The Commission directed the engineer to provide them with the plans and specifications. Mr. Byers was also directed to have a design to correct the second base problem to present to the Commission at the next meeting. City Attorney Davis recommended the Commission approve payment as requested. The engineer is to inform the contractor that the Commission expects the contractor to correct the problem at his expense. If the contractor refuses, another contractor will be employed. If it is proved the problem lies in construction, an attachment will be filed against the retainage. Mayor Justice made the motion to authorize payment of \$38,518.75 to Commonwealth Building & Construction based upon the recommendations of the City Attorney. Commissioner Davis seconded the motion. The motion carried unanimously.

**B. PARKING GARAGE:** An invoice totaling \$329,281.30 was presented for approval of payment on behalf of Elliott Contracting for construction of the parking garage. Mr. Byers advised the contractor's schedule provides for release of 70 spaces on November 15th. Mr. Byers recommended approval of payment of the invoice as submitted. Commissioner Davis made the motion, seconded by Commissioner Carter to authorize payment to Elliott Contracting in the amount of \$329,281.30 as recommended by the City Engineer. The motion carried unanimously.

### AGENDA ITEM IV.

#### OLD BUSINESS

**A. PIKEVILLE REDEVELOPMENT PROJECT:** The grant consultant and administrator, of the first five phases for the Pikeville Redevelopment Project, was present. Will Linder advised the Commission that sufficient funds remain in Phase V for the acquisition of another property. During a previous meeting, the Commission approved the acquisition of the structure and property located at 109 Saad Avenue. It is necessary for contracts for surveying, legal services, and appraisal work to be amended to include the required services associated with this acquisition. Presented for approval were the following resolutions:

#### AMENDMENT #4 TO AGREEMENT FOR SURVEYING SERVICES PIKEVILLE, KENTUCKY

This amendment is an attachment to the agreement entered into on the 22nd day of November, 1999, and amended on the 22nd day of May, 2000, and amended on the 22nd day of May 2001, and amended on December 23, 2002, by and between the City of Pikeville and Summit Engineering, Inc. for preparation of the exterior boundary survey and subdivision plat for the Pikeville Redevelopment Project.

WHEREAS, the agreement entered into on the 22nd day of November 1999, specified a maximum



## MINUTES } CITY OF PIKEVILLE

contract amount of \$20,000 for up to 28 parcels or units; and

WHEREAS, the amendment entered into on the 22nd day of May, 2000, specified a maximum contract amount of \$36,800 for up to 52 parcels; and

WHEREAS, the amendment entered into on the 22nd day of May, 2001, specified a maximum contract amount of \$59,200 for up to 84 parcels; and

WHEREAS, the amendment entered into on the 23rd day of December, 2002, specified a maximum contract amount of \$68,300 for up to 97 parcels.

WHEREAS, the City of Pikeville requires survey and plot plat for one additional parcel for Phase V of the Pikeville Redevelopment Project for a total of up to 98 parcels.

NOW, THEREFORE, the City of Pikeville and Summit Engineering, Inc. amend the original agreement as follows:

1. The City of Pikeville will amend the contract for surveying services to include 1 additional parcel for up to 98 parcels.
2. The cost for the additional survey shall be \$700.00 per parcel
3. The maximum contract shall not exceed \$69,000.

IN WITNESS WHEREOF, the City of Pikeville and Summit Engineering, Inc. have executed this Amendment to the original November 22, 1999 Agreement and amendment dated May 22, 2000, and amendment dated May 22, 2001, and amendment dated December 23, 2002. This amendment is effective as of the date of the original agreement.

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### AMENDMENT #5 FOR TITLE SEARCH AND GENERAL LEGAL SERVICES PIKEVILLE, KENTUCKY

This amendment is an attachment to the agreement entered into on the 22nd day of November, 1999, and amended May 22, 2000, and amended May 22, 2001, and amended November 25, 2002, and amended December 19, 2002 by and between the City of Pikeville and Frank K. Nall, attorney, for preparation of the title search and general legal services for the Pikeville Redevelopment Project.

WHEREAS, the agreement entered into on the 22nd day of November, 1999, specified a maximum contract amount of \$9,100 for up to 28 parcels or units; and

WHEREAS, the amended agreement entered into on the 22nd day of May, 2000, specified a maximum contract amount of \$16,900 for up to 52 parcels or units; and

WHEREAS, the original agreement included \$100 for title opinion; \$150 for general legal services per parcel including preparation of and recording deeds, closing on property with closing statements provided; and \$50 per hour with a maximum cost of \$75 each for preparation of affidavits of descent for up to 28 parcels; and

WHEREAS, amendment #2 included title opinions and general legal services for an additional 32 parcels for the Pikeville Redevelopment Project Phase V and VI.

WHEREAS, amendment #3 included title opinions and general legal services for two additional parcels (buildings 22 and 23) for the Pikeville Redevelopment Project Phase V.

WHEREAS, the City of Pikeville requires title opinion and general legal services for 1 additional



## MINUTES } CITY OF PIKEVILLE

parcel (building 25) for the Pikeville Redevelopment Project Phase V.

NOW, THEREFORE, the City of Pikeville and Frank K. Nall, Attorney, amend the original agreement as follows:

1. The City of Pikeville will amend the contract for title search and general legal services to include 1 additional parcel for a total of 87 parcels.
2. The cost for the additional parcel shall be \$100 for title opinion; \$150 for general legal services including preparation of and recording deeds, closing on property with closing statements provided; and \$50 per hour with a maximum cost of \$75 each for preparation of affidavits of descent.
3. The maximum contract amount shall increase by the amount of \$250.
4. The maximum contract shall not exceed \$28,050.

IN WITNESS WHEREOF, the City of Pikeville and Frank K. Nall, Attorney have executed this Amendment to the original November 22, 1999 Agreement and amendment dated May 22, 2000, and amendment dated May 22, 2001, and amendment dated November 25, 2002. This amendment is effective as of the date of the original agreement.

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### AMENDMENT #5 TO AGREEMENT FOR APPRAISAL SERVICES PIKEVILLE, KENTUCKY

This amendment is an attachment to the agreement entered into on the 22nd day of November, 1999, and amended on the 22nd day of May, 2000, and amendment #2 dated the 22nd of May, 2001, and amendment #3 dated the 25th of November, 2002, and amendment #4 dated the 26th of December, 2002, by and between the City of Pikeville and Walters and Associates for preparation of the appraisals for the Pikeville Redevelopment Project.

WHEREAS, the agreement entered into on the 22nd day of November, 1999 and amended on the 22nd day of May, 2000, specified a maximum contract amount of \$28,975 for up to 52 parcels or units; and

WHEREAS, the original agreement included appraisals for 6 vacant lots @200 /each, 5 single family units @\$275/each and 17 multi-tenant units @\$750 per structure; and

WHEREAS, amendment number one included an additional 24 parcels, 8 single-family units, 15 multi-family units, and 1 lot;

WHEREAS, amendment number two included appraisals for up to an additional 24 units, 8 single family units and 15 multi-tenants units and 1 vacant lot for the Pikeville Redevelopment Project Phases IV and V.

WHEREAS, amendment number three included appraisals for two additional multi-family units for the Pikeville Redevelopment Project, Phase V.

WHEREAS, amendment number four included appraisals for up to an additional 11 units, 3 single family units, 1 garage, and 7 multi-family units for the Pikeville Redevelopment Project, Phase VI.

WHEREAS, the City of Pikeville requires appraisals for one additional multi-family unit for the Pikeville Redevelopment Project - Phase V.

NOW, THEREFORE, the City of Pikeville and Walters and Associates amend the original agreement as follows:



## MINUTES } CITY OF PIKEVILLE

1. The City of Pikeville will amend the contract for appraisal services to include 1 multi-family unit.
2. The cost for this additional appraisal shall be \$750/each for multi-tenant structures.
3. The maximum contract amount shall increase by \$750.
4. The maximum contract shall not exceed \$59,325.

IN WITNESS WHEREOF, the City of Pikeville and Walters and Associates have executed this Amendment to the original November 22, 1999 Agreement and amended agreement dated May 22, 2000, and amended agreement dated May 22, 2001, and amended agreement dated November 25, 2002, and amended agreement dated December 26, 2002. This amendment is effective as of the date of the original agreement.

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### AMENDMENT #6 TO AGREEMENT FOR REVIEW APPRAISAL SERVICES, PIKEVILLE, KENTUCKY (R-2003- )

This amendment is an attachment to the agreement entered into on the 22nd day of November, 1999, and amended on the 22nd day of May, 2000, and amended on the 22nd day of May, 2001, and amended on the 25th day of November, 2002, and amended on December 19, 2002, and amended on April 14, 2003 by and between the City of Pikeville and Appraisal Associates of Kentucky for preparation of the review appraisals for the Pikeville Redevelopment Project.

WHEREAS, the agreement entered into on the 22nd day of November, 1999, specified a maximum contract amount of \$11,740 for up to 28 parcels or units; and

WHEREAS, the amended agreement on the 22nd day of May, 2000 specified a maximum contract amount of up to \$13,000 for up to 52 parcels or units; and

WHEREAS, the original agreement included desk review appraisals @ \$125/each and field review appraisals @ \$250/each; and

WHEREAS, amendment #2 included review appraisals for an additional 32 parcels for the Pikeville Redevelopment Project, Phases IV and V.

WHEREAS, amendment #3 included review appraisals for 2 additional parcels for the Pikeville Redevelopment Project, Phase V.

WHEREAS, amendment #4 included review appraisals for 11 additional parcels for the Pikeville Redevelopment Project, Phase VI.

WHEREAS, amendment #5 granted a time extension to complete services associated with amendment #4 until May 15, 2003.

WHEREAS, the Pikeville City Commission is desirous to amend the contract further for review appraisal services for 1 additional parcel in the Pikeville Redevelopment Project, Phase V.

NOW, THEREFORE, the City of Pikeville and Appraisal Associates of Kentucky, amend the original agreement as follows:

1. The City of Pikeville will amend the contract with Appraisal Associates of Kentucky, Inc., Appraiser, for Review Appraisal Services.



## MINUTES } CITY OF PIKEVILLE

2. The cost for appraisals shall be \$125.00 for desk review and \$250.00 field review per parcel, for Review Appraisals for 1 parcel located at 109 Saad Avenue.

IN WITNESS WHEREOF, the City of Pikeville and Appraisal Associates of Kentucky have executed this Amendment to the original November 22, 1999 Agreement and amendment dated May 22, 2000 and amendment dated May 22, 2001, and amendment dated November 25, 2002, and amendment dated December 19, 2002. This amendment is effective as of the date of the original agreement.

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In addition, Mr. Linder requested approval to amend the contract with J & M Monitoring for asbestos inspection services for properties located at 197 and 199 High Street as well as 109 Saad Avenue.

Commissioner Davis made the motion to amend the contracts, with respect to Phase V of the Pikeville Redevelopment Project, between the city and Summit Engineering; Frank Nall; Walters & Associates; Appraisal Associates of Kentucky; and J & M Monitoring, as recommended by grant consultant, Will Linder. Mayor Justice seconded the motion. The motion carried unanimously.

2. Walters & Associates: Presented for approval of payment was an invoice in the amount of \$750.00 from Walters & Associates for completion of an appraisal of 109 Saad Avenue - Phase V target area. Mr. Linder recommended payment as requested. Mayor Justice made the motion, seconded by Commissioner Carter to authorize payment of the invoice as presented. The motion carried unanimously.

3. Mr. Linder advised that a budget amendment and budget revision will be submitted to the Department for Local Government requesting formal approval to acquire property located at 109 Saad Avenue.

4. Charles Rowe: The Commission reviewed a letter from Charles & Connie Rowe, of 120 Saad Avenue, requesting their property be removed from the Pikeville Redevelopment Project. Mr. Linder reported the property was included in the initial project, however, it has since been determined the property does not meet the definition of a blighted area. He recommended the property located at 120 Saad Avenue be deleted from the Pikeville Redevelopment Plan. Mayor Justice made the motion, seconded by Commissioner Carter to authorize the removal of property located at 120 Saad Avenue from the Pikeville Redevelopment Plan. The motion carried unanimously.

**B. BIG SANDY AREA DEVELOPMENT DISTRICT:** City Manager Blackburn advised that bids for two generators, designated for the Water Treatment Plant, will be re-bid. Purchase of the generators will be funded with a Coal Development Fund grant, administered by the Big Sandy Area Development District.

**C. PIKEVILLE MAIN STREET PROGRAM:** Executive Director for the Pikeville Main Street Program, Melissa Staggs, presented the following items for the Commission's consideration:

1. Transfer of Funds: Ms. Staggs requested approval of transfer of funds totaling \$42,500 from the Utility Relocation Phase II budget to the Main Street Program for administration of the project. The City Manager reported the engineer expressed concerns there may not be sufficient funds to complete the project. Ms. Staggs advised that funding is in place for Phase III. There are funds presently uncommitted for Phase IV, however, award is expected at the end of October. The Commission requested that Ms. Staggs try to obtain written funding commitments from the various state and federal agencies. A work session to review the Main Street Budget was scheduled for October 23rd at 5:30 p.m. The engineer requested to discuss the parking garage pedways during the work session. The Commission consented to the request.



## MINUTES } CITY OF PIKEVILLE

2. Domestic Violence Shelter: On behalf of the Domestic Violence Shelter's Chair, Ms. Staggs advised the Commission a fund raiser to benefit the operation of the shelter will be held on October 24th at the Landmark Inn Mark II.

3. Senior Games - 2003: Ms. Staggs called attention to a letter from a participant in the State Senior Games held in September, 2003. The writer commended the organizational staff and was very complimentary of the facilities and community.

4. Christmas Parade: Organization of this year's Christmas Parade is underway. The parade is scheduled for Saturday, December 6th at 2:00 p.m. Lucille Saad Smith will be the parade's Grand Marshal.

**D. CITY ENGINEER'S REPORTS:** Charles Byers representing Summit Engineering, Inc., City Engineers, presented a verbal progress report for the following projects:

1. Utility Relocation Project - Phase II: The contractor, Mountain Enterprises, is waiting for the contractor of the civic center to complete the drainage system in order to tie in the city's drainage system located on Main Street. Mountain Enterprises began construction at Pike Street on this date.

2. Utility Relocation Project - Phase III: The engineers are continuing to negotiate easements for placement of the transformers. Contracts from all of the utility companies have been negotiated. Mr. Byers invited the Commission to attend the monthly progress meetings with the contractor. The meetings are held the first Tuesday of each month at City Hall.

3. Kentucky Avenue Projects: The City Manager advised the contractor is expecting to install the base coat of asphalt later this week.

4. South Mayo Trail Drainage: The contractor, Mountain Enterprises, has begun work. Mr. Byers advised that Mountain Enterprises has agreed to schedule a night shift crew, in an effort to lessen the inconvenience to the area businesses with traffic and utility service problems.

**E. CITY ATTORNEY'S REPORTS:** Russell H. Davis, Jr., City Attorney, presented and gave first reading to an Ordinance naming a previously unnamed street located behind the Goff Furniture Building, "Henry Goff Lane". The ordinance will be on file in the office of the city clerk for public inspection.

City Attorney Davis advised all leases between the city and YMCA provide for the YMCA to carry liability insurance as well as provide proof of insurance; hold the city harmless from any and all claims which may arise out of injury to, damage to, or claims made by third parties or other individuals and shall thoroughly defend any such action at its sole cost. The City Attorney reported he has received verbal communication that the city may be named in a civil suit arising from an alleged injury while on YMCA leased property. City Attorney Davis advised that he has requested proof of insurance from the YMCA director, however, the director has not complied with his request. The City Attorney recommended a letter be sent to the YMCA giving a notice of default and request proof of insurance be delivered or their lease will be terminated on November 15, 2003. Commissioner Layne made the motion, seconded by Commissioner Amos to approve the City Attorney's recommendation. The motion carried unanimously.

**F. CITY MANAGER'S REPORTS:** City Manager, Kenny Blackburn, presented the following matters for the Commission's consideration:

1. Ambulance and Class A Fire Pumper Truck Bids: The City Manager reported that one bid each was received for the purchase of an ambulance and Class A Fire Pumper. The Fire Chief



## MINUTES } CITY OF PIKEVILLE

recommended the purchase of a Horton ambulance in the amount of \$117,893.00 and the Class A Fire Pumper from Pierce Manufacturing in the amount of \$212,953.00. Mr. Blackburn advised there is \$108,000 budgeted for the purchase of the ambulance and \$160,000 budgeted for purchase of the Class A Fire Pumper. The ambulance will be delivered within 120 days. The fire truck will not be ready for delivery for another 7 to 8 months. The remaining \$52,000 can be budgeted in next fiscal year's funds. Additionally, the Commission has the option to declare the 1974 fire truck (to be taken out of service when the new truck arrives) as surplus property and sold. Commissioner Davis made the motion, seconded by Commissioner Carter to accept the Fire Department's recommendation to purchase the ambulance from Horton Emergency Vehicles in the amount of \$117,893.00 and to purchase the Class A Fire Pumper from Pierce Manufacturing in the amount of \$212,953.00. The motion carried unanimously.

2. Security at Quail Ridge: Presented to the Commission was a letter from the Quail Ridge Homeowners' Association requesting permission on behalf of Jerry Kanney to place gates at the upper end of Doe Run and above the new water tank on Pheasant Road. The Association's Vice-President, Harry Altman, reported that the area has become a popular location for parking and partying. Mayor Justice made the motion, seconded by Commissioner Amos to grant permission to Jerry Kanney to install gates in the two requested locations. The motion carried unanimously.

3. Fire Chief Duty Status: City Manager Blackburn advised that Fire Chief Hall has been on medical leave due to an injury which happened at his home. The injury resulted in surgery. The Fire Chief's physician has given permission for him to return to light duty work. The Fire Chief requested the Commission's consideration in allowing him to return to work under light duty status to perform his administrative duties. The light duty status is expected to run between 3 to 6 months. Commissioner Layne made the motion, seconded by Commissioner Justice to allow the Fire Chief to return to work under light duty status. The motion carried unanimously.

### AGENDA ITEM V.

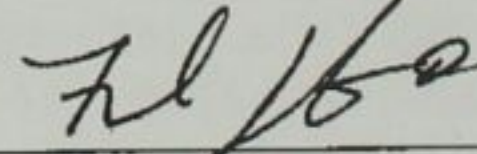
### NEW BUSINESS

A. BOARD APPOINTMENT: Executive Director of the Housing Authority of Pikeville, Sean Gilbert, advised that the term of office, for one of the Board Members, has expired. One of the requirements for Housing Authority Boards is that one member be a client of the Housing Authority. Dorothy Sykes is currently the resident Board Member and her term has expired. Mr. Gilbert reported that he spoke with Ms. Sykes and she is willing to accept re-appointment to the Board. Mayor Justice made the motion, seconded by Commissioner Davis to re-appoint Dorothy Sykes to serve as a member of the Pikeville Housing Authority Board. The motion carried unanimously.

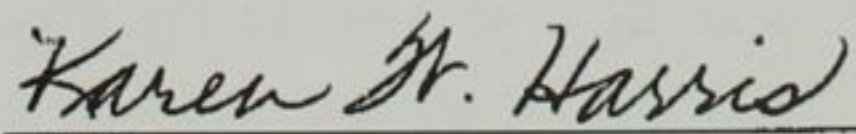
There being no further business to come before the Commission, Commissioner Davis made the motion, seconded by Commissioner Carter to adjourn the meeting. The motion carried unanimously.

The next meeting of the Board of Commissioners is scheduled for October 27, 2003 at 6:00 p.m.

APPROVED:

  
FRANKLIN D. JUSTICE, II, MAYOR

ATTEST:

  
KAREN W. HARRIS, CITY CLERK