

**CITY OF PIKEVILLE  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
January 14, 2013 AT 6:00 P.M.**

**The Board of Commissioners for the City of Pikeville met in a regular called session on Monday, January 14, 2013. 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 as follows:**

**COMMISSIONER: JIMMY CARTER  
JERRY KEITH COLEMAN  
BARRY CHANEY  
EUGENE DAVIS**

**MAYOR: FRANKLIN D. JUSTICE, II**

**MINUTES**

**The minutes for the previous special meeting held on January 7, 2013 were in each Commission Member's agenda package. There being no additions or corrections, Commissioner Carter made the motion to approve the minutes as prepared. Commissioner Chaney seconded the motion. Mayor Frank Justice called for discussion, there being none, the motion carried unanimously. 5-0.**

**PAYMENT OF CITY BILLS**

**The City Manager Donovan Blackburn requested the approval to pay city bills in the amount of \$170,725.68. Commissioner Chaney made the motion to approve. Commissioner Carter seconded the motion. Mayor called for comments. Commissioner Carter asked if we have the money and City Manager says, "Yes we do." Mayor Justice called for further discussion, there being none, motion passed unanimously. 5-0.**

**Consider a request to approve and make payment to H2O Construction Inc. for reimbursement of parts for the Town Mountain pump project for \$31,834.98. Commissioner Chaney made the motion to approve. Commissioner Carter seconded the motion. Mayor called for comments and then ask for a break down on this. Commissioner Carter asked what was this on. City Manager Blackburn explains**

**that this is a budgeted capital project for an upgrade on the pump station up on Town Mountain. We were working through the project and we ordered the pumps and they have been in storage. It was a bid that was awarded to H2O that was a capital purchase. Mayor Justice called for further comments, there being none, the motion passed unanimously. 5-0.**

#### **CITY ENGINEER**

**Jody Hunt and Philip Elswick were present with Summit Engineering, Inc. and submitted a request to the commission for approval.**

1. Letter presented to City Commission announcing Philip Elswick as the new President of Summit Engineering. City Manager announces that there was a letter that was put in each Commissioner's and the Mayor's packets that Mr. Elswick is the new President. He adds that Jack Sykes is still with Summit Engineering and he is still the Chairman of the Board. We just wanted to make the introduction of Mr. Philip Elswick and welcome any comments. Mr. Elswick thanked the City for their long relationship with Summit.
2. Consider request to authorize and approve payment of invoice #65628 for Summit Engineering for \$2,742.40 for the City Equine Trail Project. Commissioner Chaney made the motion to approve. Commissioner Davis seconded. Mayor Justice called for comments, there being none, the motion passed unanimously. 5-0.
3. Jody Hunt passed out a list of updates on various projects. Mr. Hunt says just a brief update on Peach Orchard Project, the contract is signed, issue notice to proceed, we are moving toward construction on this project. On the Foxcroft, we have started construction on that project. Construction is going a little slow, there is a lot of rock.

Mayor congratulated Mr. Philip Elswick on his new role as President of Summit.

#### **CITY ATTORNEY**

**Russell Davis was present and had a couple of items to read into record.**

1. **Consider 2<sup>nd</sup> reading and adoption of ordinance #0-2013-001 amending Chapter 54: Utility Rules and Regulations and authorize the Mayor to sign and execute said ordinance. Commissioner Carter made a motion to approve. Commissioner Chaney seconded the motion. Mayor Justice**

**called for comments, there being none, Mayor called roll call. Motion passed unanimously. 5-0.**

AN ORDINANCE AMENDING  
CHAPTER § 54: UTILITY RULES AND REGULATIONS  
AMENDING SECTION 08: UTILITY SERVICE AGREEMENT

**ORDINANCE NO. 0-2013-001**

**WHEREAS**, the City of Pikeville City Commission is amending Chapter 54 Utility Rules and Regulations amending section 54:08 Utility Service Agreement.

**WHEREAS**, this ordinance will take effect immediately upon passage and publication as required by state statute.

**NOW, THEREFORE, BE IT ORDAINED** Chapter 54 "Utility Rules and Regulations is amended to read as follows:

**§ 54.08 UTILITY SERVICE AGREEMENT.**

All person's or businesses requesting gas, water or sewer service will be required to fill out, sign and execute the agreement under this section.

**CITY OF PIKEVILLE. KY UTILITY SERVICE AGREEMENT CONCERNING GAS, WATER AND SEWER SYSTEM FOR CUSTOMER**

This Agreement Concerning Water and or Sewer System for Customer Service is entered into by and between The City of Pikeville (the "CITY") and \_\_\_\_\_ ("CUSTOMER") for sanitary sewer service to the property located at \_\_\_\_\_ ("Property").

Please Check The Box That Applies:

"WATER" \_\_\_\_\_ "SEWER" \_\_\_\_\_ "GAS" \_\_\_\_\_

**WHEREAS**, the CITY owns, operates and maintains a natural gas, water and sanitary sewer system from which CUSTOMER desires to obtain sewer service; and

**WHEREAS**, for sewer customers the elevation and/or slope of the Property in relation to the location of the City's sanitary sewer system requires the installation of a either a gravity system or pressure sewer system commonly known as a grinder pump system ("Grinder Pump") in order to transport CUSTOMER'S sewage to the CITY'S sanitary sewer tem: and

**WHEREAS**, the CITY'S gas, water and or sanitary system is regulated by the "rules and regulations" set forth by the City's Code of Ordinance under Chapter 54; and

**WHEREAS**, the CITY only allows gas, water or sewer service to a CUSTOMER property through the terms and conditions set forth by the execution of this agreement; and

WHEREAS, the CUSTOMER does desires to connect to the CITY'S gas, water and or sanitary sewer system to receive water and or sewer service from the CITY;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the CITY and CUSTOMER agree as follows:

1. As a condition to initiation and continuation of water and or sanitary sewer service to CUSTOMER by the CITY;
  - a. The CUSTOMER agrees to grant to the CITY, its successors and assigns, a perpetual easement in, over, through, under and upon the above described land, with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove gas, water or sewer lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the user for the purpose of ingress to egress from the above described lands.
  - b. For Sewer Service the CITY shall be responsible for the maintenance of that portion of the service lateral installed by the CITY and the CUSTOMER shall be responsible for the maintenance of that portion thereof installed by the consumer on gravity systems. On pressurized system, the customer shall be responsible for that portion of sewer lateral beyond the grinder station. The CITY shall be responsible for the maintenance and replacement of all grinder pump equipment used in connection with its pressurized sewer system with the exception of malfunctions caused by abuse on the part of the customer, including, but not limited to. subjecting the system to excessive amounts of grease or the disposal of improper or foreign items.
  - c. The CUSTOMER hereby agrees to connect to the water and or sewer system of the CITY. The top-on fee of the sewer system is \$\_\_\_\_\_. A State inspection fee payable to the Kentucky State Treasure of \$\_\_\_\_\_ will be charged (residential) at the time of connection (all businesses must obtain permits at the Pike County Health Department).
  - d. The CUSTOMER agrees to comply with and is bound to and by the CITY'S Utility Rules and Regulations as listed and adopted by the Pikeville City Commission under Chapter 54 of the City's Code of Ordinances.
  - e. The CITY shall have final authority on any questions of location of any service line connection to its gas, water and or sewer system, and may shut off services to a user who allows a connection or extension to be made to such sewer lines for the purpose of supplying water and or sewer service to another user.
  - f. For sewer systems the CUSTOMER agrees that the CITY shall have the right to stop any discharges from the Grinder Pump in order to prevent contamination of state waters.
  - g. For sewer system the Customer agrees that the CITY and its representatives shall have the right to enter the CUSTOMER'S property to operate, maintain and repair water systems, gravity systems or Grinder Pump systems on behalf of the CUSTOMER, as well as to stop discharge from the Grinder Pump in order to prevent contamination of waterways.
2. The CITY and CUSTOMER agree that the Grinder Pump shall be regarded as an integral component of the CITY'S sanitary sewer system and not as a part of the home plumbing for the Property.
3. The CUSTOMER agrees to pay all fees and charges as set forth by the CITY as outlined in the CITY'S Rate ordinance and Rules and Regulations and understands the CITY'S rates and or Rules and Regulations may be amended from time to time.
4. The CUSTOMER acknowledges and agrees that failure of CUSTOMER to pay all costs associated with the operation and maintenance of the Grinder Pump as set forth in this agreement or the CITY'S Rates and Rules and Regulations or failure of CUSTOMER to allow the CITY and its representatives to enter

CUSTOMER'S property, as set forth in Section 1.g. above, shall be grounds for the disconnection of gas, water and wastewater service to the Property.

5. This Agreement shall be performable in Pike County, Kentucky which county shall be the exclusive place for venue for any disputes arising under the Agreement.

6. Any amendments to this Agreement must be in writing and signed by both the CITY and the CUSTOMER.

7. This Agreement is not assignable by CUSTOMER. Upon termination of service to the Property, any new customer desiring to receive gas, water and/or wastewater service from the CITY shall be required to execute their own service agreement.

8. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FROM ANY CLAIMS (OR DAMAGES ASSOCIATED WITH OR ARISING FROM DESIGN, OPERATION OR MAINTENANCE OF THE GRINDER PUMP.

9. For sewer grinder systems the Grinder Pump will be powered by CUSTOMER'S home electrical system. In the event power service to the Grinder Pump is disrupted, CUSTOMER shall be responsible for taking measures to prevent the backup of wastewater on the Property. All connection shall comply with the state electric code at users cost.

10. By signing this agreement CUSTOMER agrees that all information given below is accurate and true and understands any false information given may result in disconnection of service and any balance from the CUSTOMER on a previous account must be paid in full before new service can be connected.

CUSTOMER SIGNATURE:

\_\_\_\_\_

CUSTOMER Signature                      Date Executed

APPLICATION INFORMATION REQUIRED

Name: \_\_\_\_\_ Spouse \_\_\_\_\_

Last    First    Middle                                      Last    First    Middle

S.S.# \_\_\_\_\_ S.S.#: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ Drivers License #: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Service Address: \_\_\_\_\_

Building Type: Apartment    Business    Condo/Townhouse    Single Family    Multifamily

Rent? \_\_\_\_\_ Own? \_\_\_\_\_

Landlord's Name? \_\_\_\_\_

Address? \_\_\_\_\_

For Official Use ONLY

Account Number: \_\_\_\_\_

If deposit or service charge is required list the amount: \$ \_\_\_\_\_

For which account: \_\_\_\_\_ Water \_\_\_\_\_ Gas \_\_\_\_\_

(Ord. O2010-008, passed 3-20-10)

The ordinance shall be in full force and effect after it is passed and published as required by law. The above ordinance was given first reading this \_\_\_\_ day of \_\_\_\_\_, 2013, the ordinance was given a second reading on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2013.

Commissioner \_\_\_\_\_ moved for the adoption of the forgoing ordinance.

Commissioner \_\_\_\_\_ seconded the motion.

Upon roll call, the votes were as follows:

	Yes	No
FRANK JUSTICE, MAYOR	_____	_____
GENE DAVIS, COMMISSIONER	_____	_____
JERRY KEITH COLEMAN, COMMISSIONER	_____	_____
JIMMY CARTER, COMMISSIONER	_____	_____
BARRY CHANEY, COMMISSIONER	_____	_____

The Mayor declared the within ordinance adopted.

\_\_\_\_\_  
FRANKLIN D. JUSTICE, II MAYOR

ATTEST:

\_\_\_\_\_  
CHRISTY SPEARS, CITY CLERK

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- 2. Consider a 2<sup>nd</sup> reading and adoption of ordinance #0-2012-030 adopting the 2012 Supplement to the City of Pikeville Code of Ordinances and authorize the Mayor to sign and execute said ordinance. Commissioner Carter made a motion to approve. Commissioner Chaney seconded the motion. Mayor Justice called for comments, there being none, Mayor called roll call. Motion passed unanimously. 5-0.

**ORDINANCE ADOPTING THE 2012 SUPPLEMENT  
TO THE CITY OF PIKEVILLE CODE OF ORDINANCES**

Ordinance #: 0-2012-030

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio has completed the S-27 supplement to the Code of Ordinances of the City of Pikeville, which supplement contains all ordinances of a general nature enacted since the prior supplement to said Code; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of sections of the Code of Ordinances based upon duly enacted or amended ordinances by the City of Pikeville or section of the Kentucky Revised Statutes; and

**WHEREAS**, it is the intent of the Commission to accept these updated and revised section in accordance with the changes of the ordinances by the City of Pikeville or section of the Kentucky Revised Statutes;

**NOW, THEREFORE, BE IT ORDAINED** by the City of Pikeville as follows:

**SECTION 1:** That the S-27 supplement of the Code of Ordinances of the City of Pikeville, KY as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

**SECTION 2:** The ordinance shall be in full force and effect after it is passed and published as required by law.

The above ordinance was given first reading this \_\_\_\_ day of \_\_\_\_\_, 2012, the ordinance was given a second reading on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2012.

Commissioner \_\_\_\_\_ moved for the adoption of the forgoing ordinance.

Commissioner \_\_\_\_\_ seconded the motion.

Upon roll call, the votes were as follows:

	Yes	No
FRANK JUSTICE, MAYOR	_____	_____

GENE DAVIS, COMMISSIONER	_____	_____
JERRY K COLEMAN, COMMISSIONER	_____	_____
JIMMY CARTER, COMMISSIONER	_____	_____
BARRY CHANEY, COMMISSIONER	_____	_____

The Mayor declared the within ordinance adopted.

\_\_\_\_\_  
FRANKLIN D. JUSTICE, II MAYOR

ATTEST:

\_\_\_\_\_  
CHRISTY BILLITER, CITY CLERK

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**CITY MANAGER**

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

- 1. Consider request to nominate and select Mayor Pro-Tem for next Two year term. City Manager says that historically the position is held by the top vote getter. With that said, this would be Commissioner Barry Chaney so I will refer to Commissioner Chaney for his comments. Commissioner Chaney says that it's always been tradition for the person with the most votes in the general election to be Mayor Pro-Tem. I would like to ask this Commission to break the tradition and ask that Commissioner Carter remain Mayor Pro-Tem. Commissioner Chaney says that Commissioner Carter has done a good job. Commissioner Carter thanked Commissioner Chaney and says that it is an honor to serve for the next two years. Mayor Justice comments that as Mayor of the City of Pikeville, he could look at either Commissioner Chaney or Commissioner Carter and they take a lot of the load off. Both of these gentlemen represent the City on Channel 99, Pike TV; they are very knowledgeable and very educated individuals, they both could fill this seat very well. I'm sure Jerry Keith will fall in here and take some of the burden off of them. We have a tremendous Commission, everybody is capable of doing this. I just want to thank them for taking a lot of pressure off of me. They both do it willfully and help out quite a bit, especially the past year.**



Commissioner Chaney made the motion to adopt. Commissioner Davis seconded the motion. Mayor called for further comments, there being none, motion passed unanimously. 5-0.

2. Consider a request to appoint Charlene Hopkins who will be replacing Connie Maddox on the Big Sandy Heritage Board. Commissioner Davis made the motion to approve. Commissioner Chaney seconded the motion. Mayor Justice called for further comments, there being none the motion passed. 5-0.
3. Consider a request to award the bid and make payment for the purchase of police vehicles, as presented, and approve payment of any fees associated with said transaction and to authorize the City Manager to sign any and all paperwork required to execute said purchase and to place the vehicles into the city name. TABLED.
4. Consider a request to authorize the submittal of a grant application for the FEMA Fire Prevention Grant for the training and supplies for an arson investigation team with three firefighters and two police officers and authorize the Mayor to sign any necessary documentation for the submittal of said grant. 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.
5. Consider a request to approve and authorize payment of an emergency purchase and repairs, as listed, to Alpha Mechanical Services, Inc. for a total of \$24,539.50 the repairs to the Expo Center boilers. This also qualifies as sole source procurement.  
Job#915082 Small Boiler \$6,358  
Job#915081 Large Boiler \$12,720  
Job#915408 additional Large Boiler \$5,461.50  
Commissioner Chaney made a motion to approve. Commissioner Carter seconded the motion. Mayor called for comments and then ask City Manager what was going on. Mr. Blackburn responds that the Expo Center has two boilers in the back and they both have gone bad. Steve has been working with mechanical engineers from Alpha to determine what the cause is and to prevent reoccurrence. As of right now, there is one boiler that is partially working and two boilers that are not working, so there is a limited amount of hot water at the Expo Center. Based upon that, we can only get particular boilers from particular suppliers and we are able to qualify this as an emergency basis. Commissioner Carter asked what is the average life. City Manager says we have had these about seven years. Mayor Justice called for further comments, there being none, the motion passed unanimously. 5-0.
6. Pursuant to KRS 61.810, consider request for closed session for discussion of economic development, legal and personnel issues. Commissioner Carter made the motion. Commissioner Davis seconded the motion. Mayor Justice called for discussion, there being none, the motion passed unanimously. 5-0.
7. Commissioner Chaney made the motion to re convene. Commissioner Davis seconded the motion. Mayor Justice called for discussion, there being none,

the motion passed unanimously. 5-0. Mayor called the session back into order.

8. 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

**CONSENT ITEMS:**

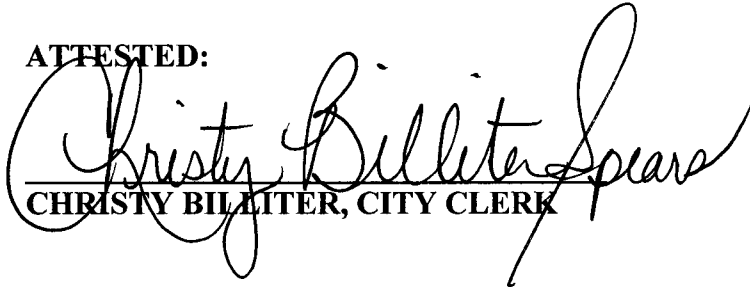
The next scheduled Regular Meeting of the City of Pikeville Board of Commissioners is January 28, 2013 at 6:00 p.m.

**APPROVED:**



**FRANKLIN D. JUSTICE, II, MAYOR**

**ATTESTED:**



**CHRISTY BILLITER, CITY CLERK**