

# MINUTES } CITY OF PIKEVILLE

At a regular meeting of the Board of Commissioners of the City of Pikeville, Kentucky held in City Hall at 7:30 P.M. on February 10, 1964 the following were present:

Mayor: W. C. Hambley, M.D.

Commissioners; Harry Hobson  
Fredrick W. Baker  
Kermit Sexton  
Ulan Taylor

The following report and recommendations of W. E. Butcher, City Manager, was read in its entirety by Mayor Hambley:

Comes W.E. Butcher and makes the following report and recommendations as City Manager as to appointees to fill various positions in the classified service of the City in accordance with provisions of K.R.S. 89,570 and .580.

Department	Personnel	Monthly Salary
Police	J.B. Scott, Chief of Police	\$ 385.00
	G.W. Young, Assist chief of Police	352.00
	Roger Burges, Policeman	330.00
	Hubert Maynard, Policeman	330.00
	William Yost, Policeman	330.00
	Dan Vanhoose, Policeman	330.00
	Robert Preston, Policeman	330.00
	Ann Markham, Parking Meter Patrolwoman	275.00
	Gladys Conley, School Patrol woman	5.50 per shift
Fire	Charles T. Smith, Chief	385.00
	O.W. Lawson, Assistant Chief	352.00
	Leroy McGuire, Fireman	330.00
	Richard Picklesimer, Fireman	330.00
Clerical	F.S. Huffman, City Treasurer	50.00
	Charles L. Huffman, Jr. City Clerk and Administrator of Occupational Tax	550.00

The duties of this office are defined as follows:

To administer the Ordinance of May 14, 1962, imposing license fees on occupations, generally, and specifically as follows: (1) He shall have complete charge of the administration of and be responsible to the City Manager for the administration of this Ordinance and the collection of taxes due thereunder; (2) he shall prepare and sign all payroll checks authorized by the City Manager; (3) he shall have complete charge of the accounting for all departments of the City; (4) he shall furnish the City Manager complete operating statements of each department of the City as of the end of each calendar month and as of the end of each fiscal year; (5) he shall sign all checks authorized by warrants issued by the City Manager in the absence of the City Treasurer; (6) he shall attend all meetings of the Board of Commissioners and keep minutes of all meetings of the Board and have charge of the entry and publication of all ordinances; and (7) he shall perform such of the duties as may be prescribed from time to time.

Clerical (Cont'd)	Edith Scott, Cashier	250.00
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The duties of this office are defined as follows:

To receive, deposit and account for all funds paid into each and every department of the City and to make and keep proper records thereof and furnish the city manager with a monthly statement of all receipts and proceeds from each department of the City.

UTILITIES	Anna Ruth Conway, Sr office clerk	\$ 260.16
	Doris Williamson, office clerk	250.00
	Eloise Hughes, Secretary and Bookeeper	250.00
	Cecil Ray, Superintendent of Maintenance	350.00
	Everett Purvis, Chief Water Treatment Plant Operator	330.00
	Chester Coleman, Water Treatment Plant Operator	300.00
	Elmer Ray, Water Treatment Plant Operator	300.00
	Kermit Bartley, Water Treatment Plant Operator & Meter Man	300.00
	William T. Fields, Service man	300.00
	Bobby Justice, Gas service man(Consumers Nat. Gas employee carried on by contract)	350.00



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Utilities  
(Cont.)

Lundy Goff, Gas service man  
(Consumers Natural Gas Co.  
employee carried on by contract. \$ 325.00  
Frank Rich, Meter repairman and  
general serviceman 1.65- per hour  
Lank Williams, Park Attendent 65.00

Unclassified service such as truck drivers, air compressor and cement mixer operators, plumbers, meter readers and mechanics and general laborers and cleaning woman at rates ranging for \$1.00 to \$1.65 per hour to be employed as needed, and Alvis Sword, Garbageman, at \$150.00 per month.

Legal O. T. Hinton, City Attorney 250.00

The duties to be performed by the above employees and appointees shall be as defined in the Ordinance of January 1, 1962, except as hereinabove specifically set forth.

BONDS

The following employees shall be required to give bonds in accordance with the provisions of K.R.S. 89.490 subject to the approval of the County Judge of Pike County where required by Statute with corporate surety to be approved by the City Manager:

City Manager \$ 5,000.00  
Chief of Police \$ 3,000.00  
Assistant Chief of  
Police and all  
policemen \$ 1,000.00  
City Treasurer \$ 1,000.00  
City Clerk and  
Administrator of  
Occupational Tax  
Ordinance \$10,000.00  
Cashier \$10,000.00

All other employees under blanket coverage, \$10,000.00

The above recommendation is hereby submitted for consideration by the Board pursuant to the provisions of K.R.S. 89.580.

/ s/ W.E. Butcher  
City Manager

- Fredrick W. Baker made the motion to accept the report and recommendation of its City Manager. Kermit Sexton seconded its motion and roll call was as follows:

Commissioners: Harry Hobson yes  
Fredrick W. Baker yes  
Kermit Sexton yes  
Ulan Taylor yes

Mayor Hambley declared the motion carried.

The following letter from Watkins and Associates, Inc. and Supplemental Agreement No. 1 to the Agreement of October 1, 1962 between City of Pikeville, Kentucky and Watkins and Associates, Inc. were received in full by Mayor Hambley:

Watkins and Associates, Inc.  
Consulting Engineers  
Lexington, Kentucky

Mr. W.E. Butcher  
City Manager  
Pikeville, Ky.

Re: Gas System  
Pikeville, Kentucky  
Job No. 1535-(9

Dear Mr. Butcher:

Pursuant to the meeting held with you and Mr. Hinton in our Lexington office on the afternoon of January 29, transmitted herewith are the original and two copies of Supplemental Agreement No. 1 to the Agreement of October 1, 1962 between City of Pikeville, Ky. and Watkins and Associates, Inc.

The purpose of Supplemental Agreement No. 1 is to modify the provisions of the original agreement to recognize the completion of preliminary engineering services in connection with the water and sewer systems and to retain preliminary engineering services in connection with the gas systems (including the appraisal of the Consumers Gas Company and the Shale Gas Company properties) without increase in the total compensation of \$9000 as provided in the original agreement.



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With respect to the \$9000 total fee for preliminary services, \$5000 has previously been paid for such services in connection with the water and sewer systems; the remaining \$4000 becomes payable upon completion of our preliminary engineering services in connection with the gas systems.

If you find the provisions of this supplemental agreement to be acceptable, please have it executed on behalf of the City and return one copy to us for our files.

Very truly yours,

/S/ H., St., G.T. Carmichael, Jr.

## SUPPLEMENTAL AGREEMENT No. 1 TO THE AGREEMENT OF OCTOBER 1, 1962 BETWEEN

CITY OF PIKEVILLE, KENTUCKY, AND WATKINS AND ASSOCIATES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into at Pikeville, Pike County, Kentucky, this \_\_\_\_\_ day of \_\_\_\_\_, 1964 by and between the City of Pikeville, Kentucky hereinafter called the CITY, and Watkins and Associates, Inc. Consulting engineers, Lexington, Ky. hereinafter called Engineer,

### WITNESSETH:

THAT WHEREAS, the Agreement of October 1, 1962, includes specific provisions pertaining to preliminary services in connection with the sewer, water and gas systems as set forth in the Agreement under "2". Services to be Performed by the ENGINEER under this agreement (a) Study and Report" and "3. Compensation to be paid to the ENGINEER under this Agreement (a) Study Reports," and

WHEREAS, the intent of these provisions has been accomplished by the ENGINEER insofar as they apply to the sewer and water programs, and payment therefor in the amount of Five Thousand (\$5000.00) Dollars as provided therein has been made by the CITY TO the ENGINEER under Invoice No. 1, dated February 28, 1963 ( Watkins and Associates Job. No. 1535), and

WHEREAS, further studies and/ or reports for the current sewer and water programs are not required, and

WHEREAS, the scope of engineering services pertinent to a study and report for the natural gas system has been increased through the appraisal of the Consumers Gas Company and Shale Gas Company properties and assistance to the City in the acquisition of these properties,

NOW, THEREFORE, in consideration of these premises and the mutual covenants set forth herein, it is agreed by and between the CITY and the ENGINEER as follows, to wit:

### 1. Agreement of October 1, 1962.

All provisions of the Agreement of October 1, 1962, shall remain in full force and effect except as modified hereinafter.

### 2. Services to be performed by the ENGINEER

- (a) It is mutually agreed that the services of the ENGINEER with respect to Paragraph 2 (a), (1), (2) and (3) pertaining to the current sewer and water system programs have been completed.

Paragraph 2 (a) (4) pertaining to the municipally-owned gas system is retained but expanded to include the appraisal of the privately-owned Consumers and Shale Gas Company systems and services incidental to the acquisition thereof by the CITY,

The only remaining studies and reports required shall be those relating to the gas systems.

### (b) Design and Inspection of Construction

The provisions of this section, Paragraph 2 (b) of the Agreement of October 1, 1962, have been accomplished with respect to the sewer and water systems but remain in effect for the gas system.

### 3. Compensation to be Paid to the ENGINEER

### (a) Study and Report

With respect to the services set forth under Paragraph 2 (a) hereinafter, the ENGINEER acknowledges receipt of payment from the CITY of the sum of Five Thousand (\$5000.00) Dollars for the completion of all services specified in connection with the sewer and water system programs.



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As compensation for services in connection with the gas system program as set forth herein under Paragraph 2(a) (4), the CITY agrees to pay the ENGINEER the additional sum of Four Thousand (\$4000.00) Dollars upon completion of these services.

The compensation of Five Thousand (\$5000.00) Dollars and of Four Thousand (\$4000.00) Dollars or a total of Nine Thousand (\$9000.00) Dollars as set forth immediately above is in the same total amount but in lieu of the Nine Thousand (\$9000.00) Dollars set forth in Paragraph 3 (a) of the Agreement of October 1, 1962.

## (b) Design and Inspection of Construction

The provisions of this section, Paragraph 3 (b) of the Agreement of October 1, 1962, have been accomplished with respect to the sewer and water systems but remain in effect for the gas system.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals at Pikeville, Pike County, Kentucky the day, month and year first above written.

CITY OF PIKEVILLE, KENTUCKY  
BY /s/ W.C. Hambley, M.D.  
Mayor

ATTEST:

/s/ Charles L. Huffman, Jr.  
City Clerk

WATKINS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS

BY /s/ H.St.G.T. Carmicale, Jr.  
Executive Vice President

ATTEST:

Byron N. Egan  
Secretary

After full discussion, Kermit Sexton made the motion that Mayor Hambley be authorized to accept and execute the above supplemental agreement No. 1 on behalf of the City of Pikeville, Kentucky. Fredrick W. Baker seconded the motion and upon roll call the vote was as follows:

Commissioners:	Harry Hobson	yes
	Fredrick W. Baker	yes
	Kermit Sexton	yes
	Ulan Taylor	yes

Harry Hobson made the motion to repeal the Zoning Ordinance that was passed on December 23, 1963 by the Board of Commissioners. Ulan Taylor seconded the motion and upon roll call the vote was as follows:

Mayor:	W.C. Hambley	No
Commissioners:	Harry Hobson	Yes
	Fredrick Baker	No-until further study
	Kermit Sexton	No - until further study
	Ulan Taylor	Yes

The motion died from the lack of a majority vote. Mayor Hambley appointed BP. Bogardus as a citizen member of the Planning Commission effective January 6, 1964.

There being no further business the meeting was adjourned.

Approved:

W.C. Hambley M.D.  
Mayor

Attest:

Charles L. Huffman Jr.  
City Clerk