

MINUTES } CITY OF PIKEVILLE

At a regular meeting of the Board of Commissioners of the City of Pikeville held in City Hall on May 1, 1967 at 7:30 p.m. the following were present:

Mayor: W. C. Hambley, M.D.
Commissioners: Harry Hobson
Warren Keene
Jack Trimble

Also present were City Manager W. E. Butcher and City Attorney O. T. Hinton.

Mayor W. C. Hambley presented the following agreement to the Commission.

Agreement
between
The Department of Commerce
Commonwealth of Kentucky

And
THE CITY OF PIKEVILLE, KENTUCKY PROVIDING FOR TECHNICAL PLANNING ASSISTANCE.

This agreement, made and entered into this 1st day of May, 1967 between the Kentucky Department of Commerce (hereinafter referred to as the Department), an agency of the Commonwealth of Kentucky and the City of Pikeville, Kentucky (hereinafter referred to as the City).

WITNESSETH:
WHEREAS, the Department desires to cooperate with the City in every way possible to the extent that a constructive planning program may be initiated for the improvement and development of the City.

and
WHEREAS, it is believed that a cooperative agreement between the Department and the City for the purpose of carrying on a planning program will make available the technical assistance necessary to the City in fulfilling its duties,

and
WHEREAS, the City has requested that the Department provide such technical assistance,

NOW THEREFORE, in consideration of the covenants hereinafter set forth the parties hereto agree as follows:

SECTION 1 Employment of Department. The city agrees to engage the Department and the Department agrees to perform the services hereinafter set forth.

Section 2 Scope and Period of Service. During the 24 month period beginning May 1, 1967, and ending May 1, 1969, the Department shall perform the following services:

- a. Meet with the Planning Commission while studies are in preparation for the purpose of reporting on the progress of work and consulting with the Commission for advice and recommendations regarding plan proposals.
- b. Prepare community facilities plan
- c. Prepare zoning ordinance (revision)
- d. Prepare central business district and Parking study

SECTION 3 Compensation. For the purpose of providing a portion of the funds necessary to carry out the provisions of this agreement, IT IS AGREED that the City will pay to the Department the sum of \$ 2,550.00 due and payable as follows:

Execution of Agreement \$ 510.00 and four (4) semi annual payments of 510.00

SECTION 4 Termination of Agreement. Either party may terminate this agreement prior to the expiration date set forth in Section 2 by giving notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date therein specified. The Department may terminate this agreement without notice to the City at any time the City becomes sixty (60) or more days delinquent in payments pursuant to the payment schedule set out in Section 3 above. In the event that this agreement is terminated, as herein provided, the obligation of the Department to conduct or carry on the work, studies, research, and investigations hereinbefore provided for shall forthwith cease; provided however, that if the City initiates action to terminate, shall have the option of completing those studies which, in the opinion of the Department, are more than fifty percent complete on the date of receipt of notice to terminate, and shall be entitled to receive compensation for preparation of such studies as provided in Section 5. If such option is exercised, the Department shall so notify the City in writing prior to the date of termination specified in the notice to terminate.

SECTION 5 Compensation in Event of Termination. Upon termination of this agreement pursuant to Section 4 the City shall pay the Department for that proportion of the total payment which the services rendered including extension of services pursuant to Section 4 bears to the total services herein provided. Any funds paid to the Department in excess of the applicable proportionate payment shall be refunded to the City by the Department.

SECTION 6 Authorized Representatives. In all matters relating to the carrying out of this agreement, the Commissioner of the Department shall act for the Department and the Mayor for the City.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their representatives thereunto duly authorized as of the day and year written above

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KENTUCKY DEPARTMENT OF COMMERCE

BY _____

Commissioner

The City of Pikeville, Kentucky

By _____

Mayor

Jack Trimble moved the adoption of this agreement. Warren Keene seconded the motion and upon roll call the vote was as follows:

Mayor W. C. Hambley, M.D.	Yes
Commissioners: Harry Hobson	Pass
Warren Keene	Yes
Kermit Sexton	Absent
Jack Trimble	Yes

The Mayor declared the motion carried and the agreement adopted.

Jack Trimble made the motion that the following invoices be paid.

CITY OF PIKEVILLE, KENTUCKY INVOICES PAYABLE-APRIL 1967

Std. Oil Co.	\$ 10.42
Alert Gas & Oil	289.80
Ashland Oil & Refining	1,295.49
Adams Const. Corp.	82.42
Allegheny Fire Equip.	443.10
Banks-Baldwin Law Publishing Co.	29.62
Big Sandy Electric	280.60
Charleston Electrical Supply	67.80
Comet Mfg. Corp.	1,543.93
Consolidated Chemical Inc.	54.18
Chemical Corp. of America	58.45
Chrisman Insurance	11.00
Calvert Chemical Co.	117.00
East Ky. Machine & Electric	814.56
Eastern Ky. Electric and Tower Service	104.48
Greer Iron and Metal Co.	74.16
O. T. Hinton	109.95
George R. Huffman	30.00
C. D. Jacobs	163.65
Lula Justice	228.00
Ky. Water and Sewage Operators Assoc.	550.00
May Sign Co.	1,080.00
Miracle Chemical Co.	282.32
Pike County Collieries	526.64
Pauley Lumber Co. & Real Estate	115.30
Pike County News	39.94
Riley and Scott Gas Co.	962.29
So. Meter & Supply	266.86
So. Bell Telephone	146.80
Texaco	7.48
Williamson Bros. Inc.	92.91
Ben Williamson Supply Co.	623.94
Water and Sewage Works	5.00
Ward Supply	47.59
R. H. Worden	357.35
Zep Mfg. Co.	520.65
Pikeville Clean Towel	369.15
	<u>11,257.83</u>

Harry Hobson seconded the motion and the vote was as follows:

Mayor, W. C. Hambley, M.D.	Yes
Commissioners: Harry Hobson	Yes
Warren Keene	Yes
Kermit Sexton	Absent
Jack Trimble	Yes

The motion carried.

Warren Keene moved that a committee be formed consisting of, City Manager W. E. Butcher, City Attorney, O. T. Hinton, City Judge, Buford Johnson, and Chief of Police, Bob May. To find a solution to Mr. Frnak Justice's problem of maintaining order at Jerry's Drive In. Harry Hobson seconded the motion and upon roll call the vote was as follows:

Mayor: W. C. Hambley,	Yes
Commissioners: Harry Hobson	Yes
Warren Keene	Yes
Kermit Sexton	Absent
Jack Trimble	Yes

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The motion carried.

There being no further business the meeting was properly adjourned.

APPROVED

W. C. Hambley Jr.
Mayor

ATTEST:

Charles L. Hoffmann Jr.
City Clerk

SPECIAL MEETING OF THREE MEMBERS OF
THE BOARD OF COMMISSIONERS OF THE CITY
OF PIKEVILLE, HELD IN CITY HALL ON MAY
2ND, 1967 at 6:00 p.m.

At a special meeting of three members of the Board of Commissioners of the City of Pikeville held at City Hall on May 2nd, 1967 at 6:00 P.M. the following commissioners were present; Harry Hobson, Kermit Sexton, and Warren Keene with W. E. Butcher, City Manager, O. T. Hinton, City Attorney, and Buford Johnson City Judge were in attendance. Representatives of the merchants division of the Pike County Chamber of Commerce were also in attendance. Commissioner Harry Hobson announced that the purpose of the meeting was to consider taking some action with respect to the change from Eastern Standard Time to Eastern Daylight Saving Time which the Board of Commissioners have adopted at a regular meeting which the Pike County Fiscal Court has since rejected.

The City Attorney advised the only action that the commissioners could take at this time in the absence of all of the members of the Board and without notice of the time, place, and purpose of a special meeting was a Declaration of intent and after considerable discussion, the City Attorney was directed to offer such a declaration which was done. Said Declaration being as follows:

DECLARATION OF INTENT
ON April 21st, 1967

WHEREAS, the Board of Commissioners of the City of Pikeville adopted a resolution to adhere to Daylight Savings Time effective May 1st, 1967, upon assurance that the Fiscal Court of Pike County would take similar action and,

WHEREAS, the Fiscal Court of Pike County, Kentucky on May 2nd, 1967, refused to adopt Daylight Saving Time and,

WHEREAS, the Retail Merchants Division of Pike County Chamber of Commerce have requested this Board to rescind the adoption of Daylight Saving Time and presented such a request in writing signed by twenty-one (21) business organizations engaged in business within the City of Pikeville, and

WHEREAS, confusion and inconvenience would result from any attempt by the City to enforce or observe Daylight Saving Time under these circumstances, and

WHEREAS, an emergency has been created and exists because of these circumstances, and

NOW THEREFORE, the undersigned members of the Board of Commissioners of the City of Pikeville do hereby declare their intention to vote to rescind the resolution of April 21st, 1967 above mentioned at the next regular meeting of the Board or at any special meeting of the Board held for that purpose and do bind ourselves to so vote at the first opportunity and to treat all activities within the City as operating on Eastern Standard Time as of 2:00 A. M. Eastern Daylight Saving Time of Wednesday, May 3rd, 1967.

(Warren Keene, Commissioner)

(Kermit Sexton)

(Harry Hobson)

Roll Call

Harry Hobson
Kermit Sexton
Jack Trimble
Warren Keene
W. C. Hambley

Present yes
Present yes
Absent
Present yes
Absent