

MINUTES } CITY OF PIKEVILLE

Vocational Rehab.	Request #1	5,000.00
Blake Robinson	Travel	302.58
Sue Pugh	Travel	216.55
TOTAL		\$ 6,363.22

Commissioner Robert Amos, Jr., made the motion to pay the above invoices. Commissioner Willie J. Meade seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Commissioner Robert Amos, Jr., made the motion to approve partial payment in the amount of \$26,532.00 for the Pikeville Athletic Field. Commissioner Willie J. Meade seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

City Manager, Ayers Shortt presented to the Commission a letter from the Pike County Chamber of Commerce.

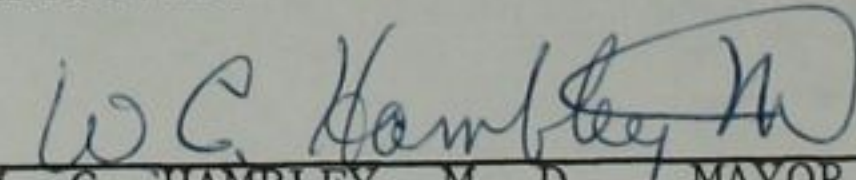
After a brief discussion Mayor Hambley instructed City Manager, Ayers Shortt to take care of the situation.

Commissioner Robert Amos, Jr., made the motion to adjourn. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

MEETING ADJOURNED

APPROVED:


W. C. HAMBLEY, M. D., MAYOR

ATTEST:

CHARLES L. HUFFMAN, JR., CITY CLERK

MINUTES - September 26, 1974

At a regular meeting of the Board of Commissioners of the City of Pikeville held in City Hall on September 23, 1974, at 7:30 P. M., the following members were present:

COMMISSIONERS:	Robert Amos, Jr.
	Thomas Howell
	Willie J. Meade
	Robert Easton
MAYOR:	W. C. Hambley

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The meeting was called to order at 7:30 P. M., and began with the Assistant City Clerk reading minutes for the period from August 26, 1974 through September 9, 1974. The minutes were approved as read without any additions or corrections.

William J. Baird III and Dr. Myers came before the Commission concerning a Study Grant for a sewer service for the Mullins Addition.

The Commission had a brief discussion concerning the Sewer Service for the Mullins Addition. No action was taken.

Mr. Bland with HOPE INDUSTRIES came before the Commission regarding the possibility for a Lease Agreement at the mouth of Chloe.

Mayor Hambley stated that the Agreement would have to be on a one year basis.

After a brief discussion Mayor Hambley stated that the understanding should be as follows: In the event the City Functions would require the use of that property, the City would provide them with another space for the building; also should this occur, the City would assist them in moving the facility to the other site.

Resolution R-74-43 was presented and read entitled:

R-74-43

RESOLUTION AUTHORIZING EXECUTION OF LEASE BETWEEN CITY OF
PIKEVILLE AND HOPE INDUSTRIES, INC., FOR PROPERTY AT MOUTH
OF CHLOE CREEK

WHEREAS, the City is the owner of a certain tract of land near the mouth of Chloe Creek adjacent to Highway No. 119; and,

WHEREAS, Hope Industries, Inc., a subsidiary corporation of the District Eleven Mental Health-Mental Retardation Board, Inc., desires to lease the said tract of land for the purpose of constructing thereupon certain facilities in furtherance of the corporate purpose of Hope Industries, Inc.; and,

WHEREAS, there has been read to the City Commission of the City of Pikeville a lease prepared by the City Attorney under certain terms and conditions more specifically set forth therein leasing the said property to Hope Industries, Inc.,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pikeville, Kentucky, that the Mayor and City Clerk be, and they are hereby authorized to enter into the said Lease with Hope Industries, Inc., and do bind the City to the terms thereof.

An emergency is declared to exist; therefore the within Resolution shall be effective immediately upon subscription and patent approval of same. Commissioner Willie J. Meade moved for the adoption of the Resolution. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

W. C. HAMBLEY, MAYOR	YES
ROBERT AMOS, JR.	YES
ROBERT EASTON	YES
THOMAS J. HOWELL	YES
WILLIE JOE MEADE	YES

The Mayor declared the Resolution adopted.

This 23 day of September, 1974.

/s/ W. C. HAMBLEY, M. D., MAYOR
(W. C. HAMBLEY, MAYOR)

ATTEST:

/s/ CHARLES L. HUFFMAN, JR., CITY CLERK
(CHARLES L. HUFFMAN, JR.)

MINUTES } CITY OF PIKEVILLE

LEASE

THIS LEASE made and entered into this 23 day of September, 1974, by and between THE CITY OF PIKEVILLE, a municipal corporation, party of the first part, hereinafter called the LESSOR, and HOPE INDUSTRIES, INC., First Avenue, Prestonsburg, Kentucky, party of the second part, hereinafter called LESSEE.

WITNESSETH:

For and in consideration of the sum of ONE (\$1.00) DOLLAR per year parties of the first part do hereby let, lease and demise unto party of the second part, for a term of 12 months from and after the date hereof that certain tract or parcel of land lying and being near the mouth of Chloe Creek in Pikeville, Pike County, Kentucky, and bounded by Chloe Creek, Kentucky Highway 119, the road leading up Chloe Creek, and the edge of a fill existing as the date hereof. This Lease is subject to the following terms and conditions:

1. The use by Lessee of this property shall be nonexclusive, in that Lessor reserves the right to fill, improve, or otherwise use the said property during the Lessee's occupancy, as Lessor may see fit.
2. Lessee may, at its option, place such buildings, appurtenances thereunto, fixtures, or improvements as may be necessary to effectuate the corporate purpose of Lessee; upon the termination of this Lease for any reason Lessee, being not in default on the terms hereof, may remove any such buildings, improvements, fixtures, or appurtenances at its own expense.
3. Lessor may, by providing an alternate tract suitable for Lessee's purposes, shorten the term hereof, upon written notice to Lessee of Lessor's intention to do the same upon such an occurrence, Lessee shall have the use of the alternate facility during the balance of the term hereof, and under the conditions of this Lease.
4. Any such buildings, improvements, fixtures as may be placed upon said property by Lessee shall be placed in a location upon said property to be selected by Lessor, its duly authorized municipal officers.
5. Lessee shall hold Lessor free and harmless from any and all claims of liability for personal injury or property damage arising out of Lessee's use and occupancy of the demised premises.
6. The within Lease may not be assigned, sublet, or otherwise transferred from Lessee without the prior written consent of Lessor.

WITNESS our hands, the day and date first above written.

THE CITY OF PIKEVILLE

BY: W. C. Hambley, M. D.
MAYOR

ATTEST:

Charles L. Huffman, Jr.
CITY CLERK

HOPE INDUSTRIES, INC.

BY: Robert K. Larson
PRESIDENT

STATE OF KENTUCKY

COUNTY OF PIKE

I, Jess R. Collier, Jr., a Notary Public within and for the State and County aforesaid, do hereby certify that the foregoing LEASE was this day produced to me in my said State and County by W. C. Hambley, MAYOR, City of Pikeville, and that the same was duly subscribed and acknowledged to before me by him to be his solemn act and deed.

This 23 day of September, 1974.

My Commission expires 1/12/78.

Jesse R. Collier, Jr.
NOTARY PUBLIC

MINUTES } CITY OF PIKEVILLE

STATE OF KENTUCKY

COUNTY OF PIKE

I, Jesse R. Collier, Jr., a Notary Public within and for the State and County aforesaid do hereby certify that the foregoing LEASE was this day produced to me in my said State and County by Robert K. Larson, President, HOPE INDUSTRIES, INC., and that the same was duly subscribed and acknowledged to before me by him to be his solemn act and deed.

This 4 day of October, 1974.My Commission expires 1/12/78.

Jesse R. Collier, Jr.
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

LAWRENCE R. WEBSTER
ATTORNEY AT LAW
PIKEVILLE, KENTUCKY

Commissioner Willie J. Meade made the motion to adopt the above Resolution. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried
Commissioner Robert Amos, Jr. made the motion to instruct City Manager, Ayers Shortt to have Preston & Associates come to get the Easement Agreements drawn up for Fairview, for the Housing Project. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Resolution R-74-41 was presented and read entitled:

R-74-41

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PIKEVILLE, W. C. HAMBLEY, M. D., TO MAKE APPOINTMENTS TO THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY BOARD OF THE CITY OF PIKEVILLE TO FILL VACANCIES EXISTING THEREON

The City Commissioners of the City of Pikeville deem it advisable that the Mayor of the City of Pikeville, W. C. Hambley, M. D., should be authorized to make appointment to the Urban Renewal and Community Development Agency Board of the City of Pikeville

THEREFORE, the City Commissioners of the City of Pikeville hereby resolve:

(1) that the Mayor of the City of Pikeville, W. C. Hambley, M. D., is hereby authorized to reappoint a member to the Urban Renewal and Community Development Agency Board.

At Pikeville, Pike County, Kentucky, this the 23 day of September, 1974.

MINUTES } CITY OF PIKEVILLE

ORDER OF MAYOR

It is hereby ordered by the Mayor of the City of Pikeville that the following person is hereby reappointed to the Urban Renewal and Community Development Agency Board of the City of Pikeville:

(1) Walta Mae Duncan for a four year term to run from October 4, 1974 to October 4, 1978.

At Pikeville, Pike County, Kentucky, this the 23 day of September, 1974.

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

Commissioner Willie Joe Meade moved the adoption of the foregoing Resolution.

Commissioner Thomas Howell seconded the Motion.

Upon roll call, the vote was as follows:

W. C. Hambley, Mayor	Yes
Dr. T. H. Howell, Commissioner	Yes
Willie Joe Meade, Commissioner	Yes
Robert Easton, Commissioner	Yes
Robert Amos, Commissioner	Yes

The Mayor declared the Resolution adopted.

William C. Hambley, M. D.
WILLIAM C. HAMBLEY, MAYOR

ATTEST: Charles L. Huffman, Jr.
CHARLES L. HUFFMAN, JR. CLERK

Commissioner Willie J. Meade made the motion to adopt the above Resolution. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Bob Johnson informed the Commission that Bob Billips has a problem of stocking his coal. Bob Johnson stated that Bob Billips has requested the use of the property at the mouth of Happy Hollow to stock his coal.

After a brief discussion Bob Johnson stated that he would inform Mr. Billips to get permission from the City Commission.

Resolution R-74-42 was presented and read entitled:

R-74-42

A RESOLUTION APPROVING AN AGREEMENT BY THE CITY OF PIKEVILLE FOR AND IN BEHALF OF THE CITY DEMONSTRATION AGENCY AND THE KENTUCKY DEPARTMENT OF ECONOMIC SECURITY

CHILD CARE PROJECT

The City Commission of the City of Pikeville deems it advisable to approve the Donation Agreement attached hereto and made a part hereof in behalf of the City Demonstration Agency Agreement with the Kentucky Department of Economic Security.

WHEREAS, it is necessary that this Agreement be approved in order for Fourth Action Year Funds not to exceed Three Thousand Five Hundred(3,500.00) Dollars be released by the Model City Day Care Center, Inc., for the State's share of the cost for full-time day care services.

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THEREFORE, THE CITY COMMISSION OF THE CITY OF PIKEVILLE HEREBY
RESOLVE:

1. That an Agreement attached hereto and made a part hereof between the City of Pikeville, City Demonstration Agency and the Kentucky Department of Economic Security is hereby approved.

2. That the Mayor, W. C. Hambley, M. D., is hereby authorized to subscribe and execute this Agreement for and in behalf of the City of Pikeville, City Demonstration Agency.

3. An emergency exists; THEREFORE, this Resolution shall be in full force and effect immediately upon subscription and approval by this Commission.

At Pikeville, Pike County, Kentucky this the 23rd day of September, 1974.

Commissioner Willie Joe Meade moved the adoption of the foregoing Resolution.

Commissioner Robert Amos, Jr. seconded the Motion.

Upon roll call, the vote was as follows:

W. C. Hambley, Mayor	Yes
Robert Amos, Commissioner	Yes
Thomas Howell, Commissioner	Yes
Willie Joe Meade, Commissioner	Yes
Robert Easton, Commissioner	Yes

The Mayor declared the Resolution adopted.

W. C. Hambley, M. D.
W.C. HAMBLEY, M. D., MAYOR

ATTEST: Charles L. Huffman, Jr.
CHARLES L. HUFFMAN, CLERK

DONATION AGREEMENT

This Agreement is made and entered into as of the 1st day of July, 1974, by the Kentucky Department for Human Resources (hereinafter referred to as the "Department"), and the City of Pikeville Model City Agency, Pikeville, Kentucky (hereinafter referred to as the "Donor").

WITNESSETH:

WHEREAS, the Rules and Regulations of the U. S. Department of H.E.W. as set forth at 45 C.F.R. Section 221.61 establish that funds donated by public sources for the purpose of supporting specified welfare services furnished by the Department may under certain conditions be considered as State funds for the purpose of claiming Federal reimbursement at the regular IV-A matching rate for the purchase of such services by the Department where such funds are transferred to the Department and under its administrative control; and

WHEREAS, Kentucky Revised Statutes authorize the Department to provide welfare service and accept monies for their purchase or provision; and

WHEREAS, the Department has a critical need for additional monies to supply needed welfare services and/or expand the supply, availability and quality of such services to public assistance recipients and certain other low income families; and

WHEREAS, the Department has determined there is need for day care/child care service in various parts of the State, and has determined that such service can best be obtained by purchasing same from sources within the State; and

WHEREAS, the Donor has concern for the need for day care/child care service in the Model City Area of Pikeville and Pike County, Kentucky, and is desirous of donating monies to the Department in the amount, and for the welfare service in the geographic area as hereinafter specified;

NOW, THEREFORE, in consideration of the mutual undertakings and agreement herein set forth the Department and the Donor agree as follows:

1. Amount of Donation. The Donor hereby donates to the Department the sum of \$4,290.00 (hereinafter referred to as Donated Funds).

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2. Purpose of Donation. The donated funds are made available to the Department for the purpose of providing child care/day care service for children of families eligible for such service under the Department's State Title IV-A Plan.
3. Area Designation. The donated funds are made available to the Department for serving children residing in Pikeville and Pike County, Kentucky Model City Area.
4. Payment of Donation. The donated funds shall be paid in the manner and amount as agreed to by the parties.
5. Refund of Unused Donation. Any donated funds not used or not encumbered by the Department on or before expiration or cancellation of this Agreement will be returned to the Donor.
6. Expenditures of Donated Funds. In consideration of the Donor's Agreement to contribute the Donated Funds, the Department represents and agrees that it will use said funds as follows:
 - a. To expend the Donated Funds for the Purpose of purchasing the service specified in Paragraph 2 above and in the geographic area specified in Paragraph 3 above.
 - b. The Department represents that such care is available in the area specified and children of the area are in need of such care, and it will purchase the care from providers meeting the requirement of State and Federal regulations for such service.
7. Administrative Control of Funds. Subject only to the terms and conditions of this Agreement, all Donated Funds paid by the Donor to the Department hereunder are donated on an unrestricted basis and shall be under the administrative control of the Department. The parties expressly understand and agree that except in the case of a refund required by the terms of Paragraph 5 above, the Donated Funds shall in no way revert to the Donor's facility or use and that no such Donated Funds paid to the Department are to be earmarked for a particular individual or for members of particular organizations.
8. Conditions on Parties' Obligations. It is expressly understood and agreed that the parties' obligations hereunder are conditional upon securing and maintaining the approval of the necessary Federal authorities for the purchase by the Department of the service specified hereinabove. In the event that reimbursement to the Department from Federal sources is not obtained or continued at a level sufficient to allow the Department to purchase the service specified herein, the obligations of each party shall thereupon be terminated; provided, that any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
9. Donation Toward Administrative Costs. The Donor agrees to provide the Department an amount not to exceed 10% of the Donated funds for administrative cost to carry out this Agreement and such amount is in addition to the Donated Funds specified in Paragraph 1 above.
10. Term of Agreement. Unless earlier terminated by conditions in Paragraph 8 above, or by either party upon 30 days written notice to the other party, this Agreement shall terminate June 30, 1975.

IN WITNESS THEREOF, the Department and the Donor execute this Agreement as of the day and year first above written.

FOR THE DEPARTMENT

FOR THE DONOR

W. C. Hambley, M. D.

RECOMMENDED BY:

Commissioner, Bureau for Social Services

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Commissioner Willie J. Meade made the motion to adopt the above Resolution. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following Agreement from Rowe & Company.

I hereby certify that I am the President and duly authorized representative of the firm of Rowe & Co., Inc., Engineers, whose address is 131-135 CHURCH STREET, LEXINGTON, KY. 40507.

That, except as expressly stated and described herein, neither I nor the firm of ROWE & CO., INC. has, in connection with its contract with THE CITY OF PIKEVILLE, KY. entered into pursuant to provisions of an agreement between the aforementioned utility and the State of Kentucky, as part of Federal-Aid Project _____.

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Neither I nor the principal members of my firm are officers or employees of the utility company nor do we exercise control over the operation of the utility company.

(Statement and explanation of exceptions, if any):

No Exceptions

I acknowledge that this certificate is to be furnished to the State Highway Department and the Bureau of Public Roads, U. S. Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

I certify that the principal members of the engineering firm of ROWE & CO., INC. are not officers or employees of City of Pikeville, Ky. and do not exercise control over the operation of this utility company.

September 16, 1974
DATE

H. A. Hunt
SIGNATURE

President
TITLE

ENGINEERING SERVICE CONTRACT

THIS AGREEMENT, made and entered into this the _____ day of _____, 1974 between THE CITY OF PIKEVILLE, KENTUCKY (hereinafter called the "Owner") and ROWE & CO., INC., ENGINEERS, LEXINGTON, KY. (hereinafter called the "Engineer").

WITNESSETH

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

ARTICLE I

GENERAL OBLIGATIONS

1. The engineer agrees to perform for the Owner, various engineering services in accordance with the requirements of the Owner at such times and places within the State of Kentucky, as the Owner may specify.

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2. The Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical and sound design and construction of the undertaking. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.

3. The Engineer shall furnish, employ and have exclusive control of all persons to be engaged in or about the services performed under this agreement; and shall prescribe and control the means and methods of performing such services by adequate and proper supervision. All persons employed by the Engineer in and about the performance of any such services shall be agents, servants or employees of the Engineer, and neither the Engineer nor any of such agents, servants or employees shall be deemed to be agents, servants or employees of the Owner for any purpose whatsoever; the Engineer being, and at all times acting as, an independent contractor hereunder, and being responsible as an independent contractor to the Owner.

4. The Engineer agrees to furnish all labor, supervision, transportation, engineering tools and equipment and the usual office supplies necessary or desirable for the full and satisfactory performance of the services hereunder.

5. All drawings, plans, specifications and other engineering matter required to be submitted by the Engineer under this agreement shall conform to the applicable practices and instructions as furnished to the Engineer by the Owner.

6. All drawings, plans, specifications and other engineering matters related to the services rendered hereunder shall be the sole property of the Owner, whether or not the work is to be executed, and shall be delivered to it by the Engineer upon request.

7. All work performed under this agreement shall be done in a thorough and workmanlike manner and in accordance with the latest applicable industry Code, local and State laws, rules, regulations, and orders or regulatory bodies having jurisdiction, and current Owner practices. All work in the field shall be staked and properly marked by the Engineer.

8. The Engineer shall be responsible for coordinating the work hereunder with other utility companies or municipalities where such coordination is necessary.

9. The Engineer shall furnish to the Owner all engineering information, data and drawings required for procuring all necessary or desirable permits, licenses, agreements with respect to crossing of navigable streams and railroads, and with respect to paralleling or crossing of State highways, and with respect to crossings of or encroachments on private property.

10. The Engineer and the Owner shall comply with all applicable statutes pertaining to engineering and the Engineer warrants that he possesses license number 1283 issued to him for the practice of _____ Engineering by the State of Kentucky on the _____ day of _____, 19__.

ARTICLE II

AUTHORIZATION OF ENGINEERING SERVICES

1. The Owner will authorize the Engineer to perform engineering services covered by this agreement in advance by means of a Work Order Form or letter of authorization.

2. The Engineer shall have the right to determine the sequence of performing his work pursuant to authorization provided, however, that he shall meet the delivery schedule as set forth by the Work Order.

3. The Owner only shall have the right to cancel or defer the engineering services authorized by this agreement. Advise of cancellation or deferment may be given by telephone.

ARTICLE III

COMPENSATION

1. The Owner will pay the Engineer, as full compensation for services rendered hereunder, in accordance with Appendix "A" attached hereto and made a part hereof, which sets forth the current Classifications and Rates of the Engineers and services to be provided. Appendix "A" may be revised by mutual agreement of the Owner and the Engineer.

2. The foregoing compensation shall include the use of all drafting instruments, surveyor's transit, chain or tape and any other ordinary engineering instruments.

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3. Corrections necessary to comply with instructions and practices furnished to the Engineer in accordance with Article I, Paragraph 6 shall be made by the Engineer without additional compensation.

4. In the event there is a major change in the scope, character, or complexity of the work to be performed by the Owner, the compensation payable to the Engineer for additional service performed by the Engineer, if any, pursuant to such change shall be determined on the basis of the rates set forth in Appendix "A" and mutually agreed to by the Owner and the Engineer prior to effecting the change.

5. The Engineer shall keep and maintain such records, accounts, books, documents, papers, invoices and other materials necessary to determine proper billing to the Owner under this agreement and shall make the same available to the Owner for inspection upon its request.

6. Each statement of charges submitted to the Owner should segregate billing according to Work Order number and be itemized in such detail as may be required by the Owner to permit verification of the charges.

ARTICLE IVSPECIAL PROVISIONS - HIGHWAY RELOCATION WORK

In the event the Owner procures the Engineer to perform certain engineering services in conjunction with the relocation of its plant facilities on State and Federal Aid Highway projects the following conditions shall apply to all work performed in connection therewith.

1. The Engineer shall maintain all books, documents, papers accounting records and other materials pertaining to the costs incurred on such projects and shall make such material available to the State and/or Bureau of Public Roads upon request. The Engineer further agrees to maintain such records for a period of three (3) years after the date of final payment from the Highway Department to the Owner.

2. The scope of the work shall be defined in writing on each highway project and the estimated cost of each project shall be computed by multiplying the rates outlined in Appendix "A" by the estimated time required to perform the work.

3. The Engineer shall become familiar with the AASHO Policy on the Accommodation of Utilities and with the provisions set forth in the State's accommodation policies and procedures and supplements and amendments thereto.

4. The maximum amount payable on any highway project will not exceed the estimated cost unless there is a substantial change in the scope, complexity or character of the work to be performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

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

ATTESTED:

By: Rowe & Co., Inc.

H. A. Hunt, President

ATTESTED:

Mary L. Hunt, Secretary

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After a brief discussion Commissioner Robert Amos, Jr., made the motion to employ Rowe & Company for the Kentucky Avenue Project. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following letter of Proposal from Heath & Associates.

September 18, 1974

The Honorable William C. Hambley, M.D.
City of Pikeville
Pikeville, Kentucky 42450

Dear Mayor Hambley:

This letter is in regards to the meeting Robert Gidney and I had with you, Mr. Shortt and Mr. Justice on September 12, 1974 relative to your Gas System operations. At this meeting we were asked to make the City a proposal for a study to resolve some of the subjects discussed. One proposal which we discussed was an overall study which would cover all major aspects of the gas operations. Mr. Gidney and I continued this discussion on our return to Shelby and decided that since so much of your future planning is dependent upon how the City brings the gas system network (Plant) into compliance with the Natural Gas Safety Act, our first efforts would be in this direction.

In our telephone conversation of September 13, 1974 with Mr. Shortt, we found him in agreement with this concept and in keeping with this we submit the following proposal:

PROPOSAL

To conduct a study of the physical condition of the natural gas system network and to determine the most feasible method of maintenance, repair, or replacement to bring this system to the economic optimum condition for future operations and to comply with the Natural Gas Safety Act of 1968.

More specifically this would include:

1. Visually inspect the piping system above ground and at selected below ground locations.
2. Consider and estimate capital and maintenance cost of protecting bare pipe in system.
3. Study gas supply relative to odorizing problem.
4. Evaluate mapping system now in use as compared to what is needed.
5. Study rates, profits and total revenue.
6. State conclusions on the above and make recommendations for action by the City.
7. Consider ways and means of financing recommendations.
8. Provide 5 copies of a written report on the above items.

The City would be responsible for the excavation of inspection holes at locations specified by Heath and Associates. Also, the City would provide all records, audits, maps, and other available information requested by Heath & Associates in carrying out this study.

Our fee for this study is four thousand one hundred twenty-five dollars(\$4,125.00) due upon submittal of our report on this study.

We appreciate the opportunity to submit this proposal. Please sign the attached duplicate and return it to our office if you desire us to proceed with this work. Unless another schedule is agreed upon, we would expect to furnish our report on the study within 60 days after receiving our copy of the accepted proposal.

Respectfully submitted,

HEATH AND ASSOCIATES

Charles C. Heath

CCH/bd

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Proposal Accepted
City of Pikeville, Kentucky

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

Title: Mayor

Date: September 23, 1974

Commissioner Robert Amos, Jr., made the motion to approve the above proposal from Heath & Associates. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following letter from Charles E. Spears, Superintendent.

September 13, 1974

To: Mr. Ayres Shortt, City Manager
Mr. Bobby Justice, Supervisor
City of Pikeville
Pikeville, Kentucky 41501

Gentlemen:

On behalf of the Pikeville Independent Board of Education, I wish to say, "Thank you very much" for your assistance with: transfer of soil to Elementary School, leveling and spreading of this soil, and for unclogging a floor drain in Wright Hall. The equipment and operators helped us take care of some building and grounds improvements that made our school environment better.

It was most generous and kind of you to extend this cooperation to our school system.

Sincerely,

Charles E. Spears, Superintendent

CES/s

Mayor Hambley read the following letter of recommendation from D. Blake Robinson.

September 23, 1974

City Commission
City of Pikeville
Pikeville, Kentucky 41501

Sirs:

It is with regret that I must resign the Office of Fiscal Officer of Model Cities effective October 15, 1974 at 4:30 P.M. on a full-time basis. I will be available for the office however on a part-time basis.

After careful consideration, I have arrived at a figure of \$350.00 per month to commence on October 16, 1974.

Due to my intention to resign on a full-time basis, it is my recommendation that Miss Sue Pugh, now Executive Secretary, be given a raise of \$162.50 per month to handle everyday fiscal business not requiring detailed work.

This arrangement would save the Model City Agency and the City of Pikeville monies in the amount of \$4,607.00 between October 16, 1974 and June 30, 1975.

Hoping my advise will meet with your approval.

Sincerely,

D. Blake Robinson
Fiscal Officer

MINUTES } CITY OF PIKEVILLE

After a brief discussion Commissioner Thomas Howell made the motion to approve the above recommendation to be effected October 16, 1974. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Abstain
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Commissioner Willie J. Meade made the motion to accept Raymond Adkins resignation as Assistant Tax Administrator for the City of Pikeville. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following resignation of City Manager, Ayers Shortt.

Honorable W. C. Hambley, Mayor
City of Pikeville
Pikeville, Kentucky 41501

Dear Sir:

Please convey to the members of the Pikeville City Commission that I hereby tender my resignation as City Manager of the City of Pikeville, effective in 30 days.

Due to health reasons and other interests that make a more compatible arrangement have I arrived at this decision.

It has been good to work in a dedicated sense for the development of city projects and I am very grateful for this opportunity to have been a part of Pikeville growth. Thank you.

Sincerely,

Ayers Shortt
City Manager

After a brief discussion Commissioner Robert Amos, Jr., made the motion that City Manager, Ayers Shortt reconsider his resignation until the next regular meeting. Commissioner Thomas Howell seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Model City bills were presented in the amount of \$14,366.52.

Temporary Housing	Request #27	\$ 266.61
Means Services	Sept. Acct	8.84
Joan Johnson	Reimbursement for Post.	101.20
Postmaster	Stamps	20.00
Xerox Corporation	Supplies#101997797	99.10
C and R Office	Inv. No. 14860	22.02
Xerox Corporation	Inv. No. 025091962	442.00
Charlies Hardware	Inv. No. 14041	1.75
Chrisman Insurance	Pol. No. 650-358A057-4	139.00
	IND-74	13266.00
Open Space Development	Request No. 2	
	TOTAL	\$14,366.52

Commissioner Willie J. Meade made the motion to pay the above invoices. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call the vote was as follows:

MINUTES } CITY OF PIKEVILLE

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

City bills were presented in the amount of \$26,003.53.

Adams Construction Co.	\$	168.00
American Meter Co.		161.93
Ashland Petroleum Co.		923.30
Ayers Shortt		126.04
A & S Service Station		25.10
Big Sand Electric & Supply Co.		47.00
Big Sandy Wholesale Co.		65.65
Bob's Chain Saw Sales		3.25
Brock-McVey Refrigeration Co.		1,178.67
Bruce Walters Ford Sales		353.05
Big Sandy Rack Co.		3.32
Columbia Gas of Kentucky		340.28
C. I. Thornburg Co.		1,023.22
C. & R. Office Supply		111.58
Campbell Oil & Tool Co.		367.57
Chrisman Insurance Agency		20.00
Chaffin Hardwood Lumber Co.		22.68
City Utilities Dept.		9.17
Chester Coleman		11.29
C. & O. Railway Co.		20.00
Cox Auto Parts Co., Inc.		42.06
Ditch Witch Trenching Co.		1,328.51
Eagle Electric Co.		24.58
Elliott Glass & Electric Co.		125.38
Everett Johnson, Engineer		78.00
Farmers Feed & Supply Co.		31.37
General Truck Parts		65.00
Gibson's Products Co.		9.70
G. C. Murphy Co.		143.64
Hobbs Ashland Service		5.27
Irrigation Supply Co., Inc.		34.80
John Conti		18.35
John Perry Supply Co.		271.69
Joe's Standard Service Station		48.09
Johnson Motor Sales Co., Inc.		21.29
James Municipal Equipment Co.		115.66
Keene Garage		18.00
Kelsey Tire Co.		9.45
Kentucky Power Co.		4,369.53
Law Library		45.50
Lindsey & Elliot		1,922.00
Linton & Company		1,000.00
Lula Parsons		745.50
McJunkin Corporation		84.30
M & M Mine Supply Co.		69.57
Means Service Center		552.65
Mid-States Meter & Supply Co.		283.49
Orkin Exterminating Co., Inc.		30.00
Pauley Building Center		163.50
Pike Automotive Supply		500.47
Pike County News		86.95
Pikeville College		49.68
Pikeville Hardware Co.		188.05
Pikeville Ice Co.		150.00
Pikeville Ready Mix		938.46
Pikeville Tire Co.		26.99
Pikeville United Service Co.		31.03
Riley & Scott		521.55
Ruby Riley		269.50
R. H. Hobbs Co.		3.98
Reynold's Boby Co., Inc.		51.98
Roberts & Holcomb Enterprises		3,758.50
Scott-Gross Co., Inc.		29.00
South Central Bell Telephone Co.		469.58
Southern Meter & Supply Co.		929.42
State Stone Company		355.57
Standard Oil Company		677.78
Superior Flowers, Inc.		13.13
Sportsman Service Station		64.05
Thompson Truck & Equipment		34.82
United Tailors		215.06

TOTAL

\$ 26,003.53

MINUTES } CITY OF PIKEVILLE

The Commission had a brief discussion concerning the bill from Roberts & Holcomb in the amount of \$3,758.50.

Mayor Hambley suggested the City pay the amount of \$3,758.50. He also instructed City Attorney, Larry Webster to take the necessary steps to resolve the situation.

After a lengthy discussion Commissioner Willie J. Meade made the motion to pay the above invoices. Commissioner Robert Amos, Jr. seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

The Motion Carried

The Commission had a brief discussion concerning the Mays Construction statement. No action was taken.

Mayor Hambley read the following letter from Ken Abbott.

September 13, 1974

Mr. Ayers Shortt, City Manager
City of Pikeville
Division Street
Pikeville, Kentucky 41501

RE: CITY OF PIKEVILLE'S SAFETY PROGRAM

Dear Mr. Shortt:

On August 29, I met with Bob Justice to discuss the establishment of a safety program for the City of Pikeville. Bob said that you had been talking about starting a safety program for some time.

To help you design this program, I have sent Bob an outline for a safety rule book, ideas for regular safety meetings, and a list of films available to you and pamphlets on several topics which should be beneficial in safety meetings. Also, I have contacted our Health Consultant to discuss with you the addition of a medical program in your hiring procedures.

As a result of this visit, the following are recommendations Bob agreed upon to prevent possible injuries.

Rec. # 74-1: REGULAR INSPECTION OF MAINTENANCE BUILDINGS

- A. Bob stated that the city is in the planning process of building new maintenance buildings. Because of the present condition of the existing buildings being used, it is recommended that regularly (at minimum every month), the buildings be closely inspected for possible faults which could result in a collapsing floor or wall. If possible, temporary supports should be placed in needed areas throughout the buildings.
- B. It is also recommended that the roof be repaired to prevent further water leakage causing additional deterioration of the wood.
- C. We also agreed that heavy stored materials should be removed from the second floor to the ground floor to decrease the possibility of the floor collapsing due to excessive weight.

Rec. # 74-2: REGULARLY SCHEDULED SAFETY MEETINGS

With the aid of the materials sent to Bob, we agreed that regularly scheduled safety meetings would assist in educating and training the employees on the proper work procedures.

Rec. # 74-3: FIRST AID KITS IN TRUCKS

To prevent possible infections to grow from small cuts, it is recommended that all trucks be furnished with first aid kits and all four men be given proper first aid training. The local Red Cross Chapter or MESA could assist you in this training.

MINUTES } CITY OF PIKEVILLE

Rec. # 74-4: CORRECT IMPROPER WIRING

We noticed that the fuse box in the garage is missing its cover. Also, one of the fuses keeps shorting out so there was some temporary rearranging of some of the wires. It is recommended that a qualified electrician repair this and replace the cover to prevent electrocutions or possible fires from shorts or build up dust.

On my next visit to Pikeville, I will be looking forward to working with you and Bob to discuss the future development of your safety program. If additional copies of the materials sent to Bob are needed, or you decide on a film that might be beneficial, drop me a line and I will forward them to you.

Respectfully yours,

Ken Abbott
Loss Prevention Representative

KA/dj

P. S. - Due to possible questions that might arise and needed discussion on various topics within your safety program, I felt that it would be more beneficial to personally give you the materials requested in October.

Ken Abbott

Commissioner Robert Amos, Jr., made the motion to adjourn.
Commissioner Willie J. Meade seconded the motion. Upon roll call the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Thomas Howell	Yes
	Willie J. Meade	Yes
	Robert Easton	Yes
MAYOR:	W. C. Hambley	Yes

MEETING ADJOURNED

APPROVED:

W. C. Hambley
W. C. HAMBLEY, M.D., MAYOR

ATTEST:

CHARLES L. HUFFMAN, JR., CITY CLERK

SPECIAL MEETING - OCTOBER 10, 1974

At a special meeting of the Board of Commissioners of the City of Pikeville, held in City Hall on October 10, 1974, at 10:00 A. M. the following members were present:

COMMISSIONERS:	Robert Amos, Jr.
	Thomas Howell
MAYOR:	W. C. Hambley

NOTICE OF SPECIAL MEETING

TO: MAYOR:
COMMISSIONERS:

W. C. HAMBLEY, M. D.
ROBERT AMOS, JR.
THOMAS HOWELL
WILLIE JOE MEADE
ROBERT EASTON

You are hereby notified that the Board of Commissioners of the City of Pikeville is called to meet in a special session at Ten A. M., (10:00 A.M.), on Thursday, October 10, 1974, at City Hall, in the City of Pikeville, Kentucky for the following purposes: