

MINUTES } CITY OF PIKEVILLE

the OWNER in the preparation and filing of an application for Federal grant assistance in the preparation of Wastewater Treatment Works Facilities Planning, commonly referred to as Step 1 grant under the Rules and Regulations of the U. S. Environmental Protection Agency.

2. After award of Step 1 grant assistance by the Regional administrator of the U. S. Environmental Protection Agency and upon written authorization by the OWNER, the ENGINEER will perform all necessary work to complete the Facilities Planning Study for the area designated by the Kentucky Department for Natural Resources and Environmental Protection in order to establish both present and future sewerage system needs. The Facilities Planning authorized under terms of a Step 1 grant from the U. S. Environmental Protection Agency shall include, but not be limited to, a study of the following major elements:

- a. Determination of Water Quality Objectives and other Water Management Goals.
- b. Summary of present sources of pollution, waste loads and water quality.
- c. Inventory of existing sewerage systems and flows.
- d. Infiltration/Inflow Analysis.
- e. Environmental inventory
- f. Population and land use data.
- g. Socioeconomic considerations.
- h. Estimate of future waste loads and flows.
- i. Development and evaluation of alternative solutions.
- j. Plan selection.
- k. Implementation of selected plan.

At completion, the planning report will be submitted to the OWNER for approval and submission to the appropriate Control Authority for review and approval.

3. The ENGINEER shall advise the OWNER as to the necessity of his obtaining further special consultant services as may be required and act as the OWNER'S representative in connection with any such services.

4. It is further agreed by the OWNER and the ENGINEER that, if the Infiltration/ Inflow Analysis shows that Infiltration/Inflow is excessive and requires an Infiltration/Inflow Evaluation of the sewerage system, the ENGINEER will be retained by the OWNER to perform the Infiltration/Inflow Evaluation under the terms of this agreement. The Infiltration/Inflow Evaluation may be performed as an amended Step 1 project or as the first phase of a Step 2 project prior to completion of design plans and specifications for any particular project.

SECTION B - OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Provide full information as to his requirements for the project.
2. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this agreement.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
4. Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing service as the OWNER may require to ascertain how or for what purpose any contractor has used the money paid to him under the construction contract.
5. Designate in writing a person to act as OWNER'S representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

MINUTES } CITY OF PIKEVILLE

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

7. Under no circumstances shall this agreement obligate the City to more than $\frac{1}{4}$ of the Project Cost and this amount not to exceed \$15,000.00.

SECTION C - PAYMENT FOR SERVICES AND EXPENSES OF THE ENGINEER

1. FOR ACTUAL TIME EMPLOYED DIRECTLY ON ASSIGNMENT:

The OWNER shall pay the ENGINEER for services performed in connection with the Facilities Planning under Section A of this Agreement a fee on the basis of payroll costs as defined in paragraph 3 below times a factor of 2.15.

2. FOR ACTUAL EXPENSES AND OVERHEAD COSTS INCURRED ON PROJECT:

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|---|------------------|
| Automobile Travel | \$ 0.14 Per Mile |
| All Other Direct Expenses | |
| (Lodging and Meals Out of City, Travel by | |
| Public Conveyance, Long Distance Calls, | |
| Printing Costs, Other Expenses Incurred | |
| in connection with Assignment) | Actual Cost |
| Overhead Costs | No Charge |

3. INVOICING AND PAYMENT:

The payroll cost of salaries and wages, where used as a basis for invoicing, shall mean the cost of salaries and wages paid to principals and employees engaged directly on the project, plus cost of fringe benefits, namely, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

The ENGINEER shall keep adequate records of time and expenses on such professional engineering and planning services performed as authorized by the OWNER.

Invoices to the OWNER for all professional engineering services performed by the ENGINEER under this Agreement shall include an itemized statement of charges for services provided during the preceding month and shall be submitted on a monthly basis.

Payment by the OWNER for all the invoices submitted by the ENGINEER under this Agreement shall be due and payable within thirty (30) days from invoice date is a legal and binding obligation on their part and shall draw interest at the rate of eight per cent (8%) per annum until paid.

The OWNER and the ENGINEER each bind themselves, their successors, executors, administrators, and assigns to the performance of the covenants contained in this contract. Neither the OWNER nor the ENGINEER shall assign, sublet, or transfer their interests in this Contract without the written consent of the other party hereto.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals the day, month and year first written below.

ENGINEER

HOWARD K. BELL, CONSULTING ENGINEERS,
INC. 553 South Limestone St., P.O. Box 546
Lexington, Kentucky 40501

ATTEST:

/s/ Starling S. Gregory
Starling S. Gregory, Secretary

by /s/ J. Wiley Finney, Jr.
J. Wiley Finney, Jr., President

OWNER

CITY OF PIKEVILLE
PIKEVILLE, KENTUCKY

ATTEST:

Title

By _____
W. C. Hambley, M. D., Mayor
Date _____, 1974

Note: The date of execution by the OWNER shall be the date of the Contract to be entered on Page 1 of the Contract.

MINUTES } CITY OF PIKEVILLE

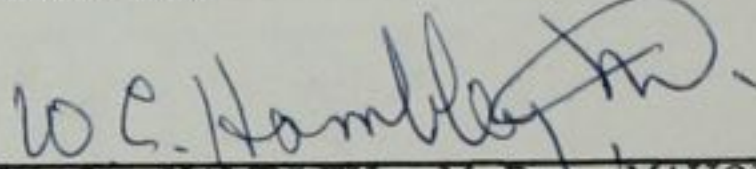
Mayor Hambley suggested to approve the contract with a certain limitation to the City's expense. Due to the lack of a motion, second, and vote the foregoing Agreement was not adopted.

Commissioner Robert Amos, Jr., made the motion to adjourn. Commissioner Thomas Howell seconded the motion.

| | | |
|----------------|------------------|--------|
| COMMISSIONERS: | Robert Amos, Jr. | Yes |
| | Thomas Howell | Yes |
| | Willie J. Meade | Absent |
| | 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 - OCTOBER 28, 1974

At a regular meeting of the Board of Commissioners of the City of Pikeville, held in City Hall on October 28, 1974, at 7:30 P. M., the following members were present:

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

The meeting was called to order at 7:32 P. M.

Commissioner Robert Amos, Jr. made the motion to pay the Volunteer Firemen \$900.00 for installing, maintaining, and removal of the Christmas decorations. Commissioner Thomas Howell, seconded the motion. Upon roll call the vote was as follows:

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

The Motion Carried

Resolution R-74-47 was presented and read entitled:

R-74-47

RESOLUTION AUTHORIZING INTERIM FINANCING IN THE AMOUNT OF \$2,000.00 TO PAY KELSIE HEATH AND BILL FIELDS SUMS FOR REIMBURSEMENT PREVIOUSLY APPROVED

WHEREAS, on October 14, 1974, the City Commission of Pikeville, Kentucky voted to pay Kelsie Heath the sum of \$1,000.00 for the relocation of her trailer, and voted to pay Bill Fields the sum of \$1,000.00 for pollution of his well; and,

WHEREAS, it was voted to pay these sums from the Revenue Sharing funds; and,

WHEREAS, it appears now that there are no Revenue Sharing Funds available to meet said payments and that consequently it will be necessary for the City to borrow the sum of \$2,000.00 to make these payments,

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Pikeville, Kentucky that the Mayor and City Clerk be, and they hereby are authorized to borrow the sum of \$2,000.00 to be repaid from future Revenue Sharing Funds, and which \$2,000.00 shall be applied to the above mentioned payments to Kelsie Heath and Bill Fields. The said Mayor and City Clerk shall negotiate said loan at such an institution and upon such terms and conditions as they may deem most favorable to the City.