

MINUTES } CITY OF PIKEVILLE

A copy of this letter is being sent to Dr. Fox and the State Department of Health so they will be aware of our action.

Very truly yours,
/s/ NA Chrisman
Norman A. Chrisman

The Commission discussed this matter, but no action was taken.

Commissioner Robert Amos, Jr., made the motion to pay two City Utilities Bills for Model City Community Action Training Class in the amounts of \$233.11 and \$163.18. Commissioner Kermit Sexton seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Commissioner Kermit Sexton made the motion to continue the meeting until Wednesday, June 28, 1972, at 7:30 P.M. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

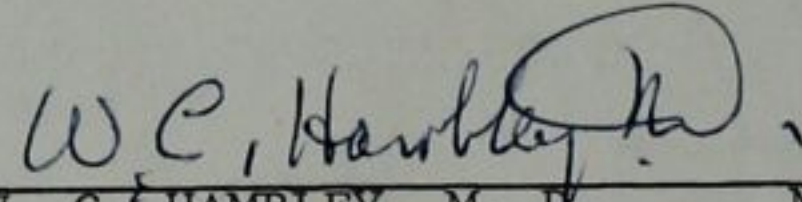
COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

MEETING RECESSED.

ATTEST:

APPROVED:

By: CHARLES L. HUFFMAN, JR. CITY CLERK


W. C. HAMBLEY, M. D. MAYOR

CONTINUED MEETING - JUNE 28, 1972

At a continued meeting of the Board of Commissioners of the City of Pikeville, Kentucky, held in City Hall on June 28, 1972, at 7:30 P.M. the following were present:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Also present was City Manager Ayers Shortt.

The first order of business was the reading of the following contract:

CONTRACT

THIS INSTRUMENT made and entered into this 29th day of June, 1972, by and between PIKE COUNTY, KENTUCKY, by and through The Pike County Fiscal Court, party of the first part and THE CITY OF PIKEVILLE, KENTUCKY, party of the second part.

W I T N E S S E T H:

That in consideration of the sum of One (\$1.00) Dollar, paid by second party to said first party and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said first party agrees to sell and convey to said second party, its successors and assigns, by good title, free of all encumbrances, except zoning requirements and easements affecting said described property, at any time at the option of the second party, within one (1) year from the date hereof, the following described real estate situated in Pike County, Kentucky, to-wit:

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"This being all the lands on Tom Marrs Branch and its tributaries commencing at the public road above said branch and opposite the center of the point above same and running with the conditional lines made between Thomas O. Marrs and L. D. Marrs up the point the main top of same on the top of the ridge; thence around same with the main top and down the point to the public road below said branch so as to include all the land on said branch and its tributaries except a few acres near the top of the point below said branch where said J. S. Clines' line does not run with the top of the point.

For reference see deed from J. S. Cline, et al to Pike Co., Ky., dated 10/27/1892, recorded in Deed Book 9, Page 428, Pike County Court Clerk's Office.

The consideration which said second party, its successors and assigns, shall pay for said land is \$275,000.00, payment to be made as follows:

At least 1/2 to be paid within twelve months of the conveyance of the aforescribed property and payment in full to be made within twenty four (24) months of said conveyance. Deferred payments are to be secured by mortgage on the premises and to bear _____ per cent interest. The said deferred payments may be made at any time before maturity with interest to date of payment.

If the party of the second part determines during the aforementioned one (1) year period that it wishes to purchase the property herein described upon written notice thereof, the party of the first part shall execute a good and valid General Warranty Fee Simple deed for the property herein described to the party of the second part upon the conditions heretofore set out, the same to be done within thirty (30) days of the receipt of said notice and the party of the first part shall at the same time deliver possession of the premises to the party of the second part.

If said second party, its successors and assigns, shall not purchase said land within the one (1) year period heretofore designated, then neither said second party nor its successors or assigns, shall have any claim whatsoever to said land.

It is further understood and agreed by the parties hereto that the party of the first part retains the right to any compensation received for the mineral underlying the property conveyed herein. All other minerals underlying that portion of the property which is not taken in fee simple by virtue of the re-location of the river, highway and railroad shall be retained by the party of the first part.

It is further understood and agreed by the parties hereto that the property conveyed herein shall be used only for the purpose of re-location of the river, public highway and railroad, and any areas outside thereof shall be used for public or governmental use only.

It is further understood and agreed by the parties hereto that the party of the second part intends to pledge the property described herein as security for a loan, and whereas, the party of the first part wishes to enable the party of the second part to secure said loan, the party of the first part agrees to subordinate its rights and conditions herein to the rights of the holder of any security instrument against this property for the purpose of insuring any loan thereon, but for this purpose only, and not for any other purpose.

It is further understood and agreed by the parties hereto that, whereas, there is presently located certain buildings on the property herein described, and that the party of the first part shall have the right to salvage the material from said buildings.

WITNESS the hand of the parties hereto the day and the year first above written.

ATTEST:

PIKE COUNTY, KENTUCKY

/s/ JOHN PAUL BLAIR, CLERK
By /s/ Lillian Pearl Elliott D.C.

BY /s/ Wayne T. Rutherford
County Judge

ATTEST:

THE CITY OF PIKEVILLE, KENTUCKY

/s/ Charles L. Huffman, Jr.

By: /s/ W. C. Hambley, M.D.
Mayor

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Commissioner Robert Amos, Jr., made the motion to accept the contract for the acquisition of Poor Farm Hollow. Commissioner Kermit Sexton seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS;	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	No
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Mayor Hambley also read an Agreement with the Pike Fiscal Court. Commissioner Robert Amos, Jr., made the motion to adopt said Agreement. Commissioner Kermit Sexton seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	No
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes
	* * * *	
	AGREEMENT	
	* * * *	

THIS AGREEMENT made and entered into this the 29th day of June, 1972, by and between THE CITY OF PIKEVILLE, KENTUCKY, party of the first part and PIKE COUNTY, KENTUCKY, party of the second part.

That whereas the City of Pikeville, Kentucky, as a part of its overall redevelopment plans intends to acquire the land under and adjacent to the present river channel of the Levisa Fork of the Big Sandy River, including the sewer easement which presently exists in the area, extending from the end of Scott Avenue on the North to the end of Huffman Avenue on the South, and

WHEREAS, the Cities' intentions are to provide redevelopment plans for a governmental complex in the area from Pike Street to Huffman Avenue, and

WHEREAS, the party of the second part herein has agreed to sell to the party of the first part a certain tract or parcel of land commonly known as the Poor Farm in a separate instrument, and

WHEREAS, the party of the first part as a part of the consideration for the conveyance of the aforementioned Poor Farm, if the option to purchase said property is exercised by the party of the first part wishes to make certain assurances to the party of the second part.

W I T N E S S E T H:

Now in consideration of the second party selling to the first party the property commonly known as the "Poor Farm Hollow", the party of the first part, conditioned upon the purchase of the aforementioned property by the party of the first part, agrees to provide to Pike County, Kentucky, aerial rights and surface rights on that area lying between Caroline Avenue and Division Street behind and adjacent to what is known as the "Court House Square" extending across the present river channel to the right of way line of U. S. Highway 23 and 119 as it is to be reconstructed.

It is further understood by the parties hereto that the party of the first part intends to construct under the aforementioned area a multi-level parking garage, and

WHEREAS, it is the present intention or possibility that the party of the second part will construct on the surface thereover certain buildings, NOW THEREFORE:

It is agreed by the parties hereto that the party of the second part is to have the free and exclusive right to use the top level of the multi-parking facilities underlying the property heretofore delineated and further that in the event that the said party of the second part determines that it wishes to construct buildings on the surface area they shall so notify the party of the first part and the parties shall negotiate and agree upon such supporting piers and such supports as is necessary to safely support the building proposed to be constructed. Said piers or said supports to be paid for by the party of the first part.

However it is recognized by the party of the second part that it is necessary for the party of the first part to maintain control of the entire parking facility anticipated in the City Parking Plan in order to assure proper traffic circulation and control of these parking areas and the party of the second part so agrees and submits thereto.

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The parties hereto further agree and understand as a part of their re-development plans and the planning of the governmental complex to be constructed in the area first herein mentioned that it would be more desirable that the party of the second part construct a detention facility sufficient to meet the requirements of both the County and City, with the agreement that the party of the second part is to furnish to the party of the first part such facilities as needed by the party of the first part to carry on its functions and duties insofar as detention facilities are necessary. The party of the first part is to compensate the party of the second part therefore in accordance with the statutory fees as set out in the Kentucky Revised Statutes.

It is further recognized by the parties hereto that a serious problem now exists as to parking space and facilities for the members of the Pike County Fiscal Court, and

WHEREAS, the parties wish to resolve this problem, it is agreed by the party of the first part that it will provide to the members of the Pike County Fiscal Court special parking privileges within the City of Pikeville so as to best meet the needs of the members of the Pike County Fiscal Court free of any charge therefor while within the City of Pikeville on official business.

It is further recognized by the parties hereto that there now exists in regard to the side walks and curbing adjacent to and surrounding the Pike County Court House an immediate need for the reconstruction of the same, it is therefore agreed by the party of the first part that within the next Fiscal Year beginning July 1, 1972 and ending June 30, 1973, that the party of the first part will undertake the reconstruction of those portions of the sidewalks and curbing deemed to be so needed by the parties, immediately adjacent to and surrounding the Pike County Court House.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above set out.

ATTEST:

THE CITY OF PIKEVILLE, KENTUCKY

/s/ Charles L. Huffman, Jr.
CITY CLERK

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

ATTEST:

PIKE COUNTY, KENTUCKY

/s/ John Paul Blair
PIKE COUNTY COURT CLERK
By /s/ Lillian Pearl Elliott

BY: /s/ Wayne T. Rutherford
COUNTY JUDGE

D.C.

Commissioner W. E. Butcher made the motion to adjust Kermit Bartley's wages to \$525.00 per month and Frank Rich's wages to \$499.05 per month, and to provide all employees with an over all wage increase of 5½% to become effective July 1, 1972. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent

MAYOR:	W. C. Hambley	Yes
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Commissioner Kermit Sexton made the motion to pay City Bills in the amount of \$83.41. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Below is a list of the invoices submitted for payment:

Ralph B. Carter	\$23.08
Reynolds & Reynolds Co.	10.33
Robert Thacker	50.00
TOTAL AMOUNT	<u>\$83.41</u>

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Commissioner W. E. Butcher made the motion to approve a purchase order to Burroughs of Huntington, West Va. in the amount of \$2,000.00.

<u>Quantity</u>	<u>Items</u>		
25,000	Copy A - Utility Cards		
12,000	Copy B - Utility Cards		
2,500	Payroll Checks 2651		
300	W-2 Forms		
300	Envelopes for W-2 Forms	Estimated	\$2,000.00

*For water, gas, garbage

Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Commissioner W. E. Butcher made the motion to allow Manager Shortt to purchase a radio in the amount of \$995.00, from Motorola Communications and Electronics, Inc. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

*This bid was accepted after all bidding requirements had been met.

William Turner, Director of Model City Agency, informed the Commission that Mr. Ed Hellier had increased the rent on the part of the Model City Building that he owns from \$225.00 per month to \$272.50 per month. Mr. Turner asked the Commission to authorize the City Attorney to prepare a lease for a period of twelve months at the rate of \$272.50 per month allowing Model City to continue leasing said building. Commissioner Kermit Sexton made said motion. Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

Commissioner W. E. Butcher made the motion to authorize a \$50.00 pay raise per month for the following employees:

ELLA LOUISE MULLINS
ROBERTA DAVIS.

Commissioner Robert Amos, Jr., seconded the motion. Upon roll call, the vote was as follows:

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

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

COMMISSIONERS:	Robert Amos, Jr.	Yes
	Kermit Sexton	Yes
	W. E. Butcher	Yes
	Frank Justice	Absent
MAYOR:	W. C. Hambley	Yes

MEETING ADJOURNED.

ATTEST:

APPROVED:

BY: CHARLES L. HUFFMAN, JR. CITY CLERK

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