

MINUTES } CITY OF PIKEVILLE

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

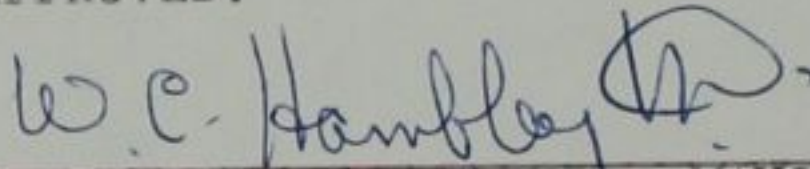
The Motion Carried

Commissioner Willie J. Meade 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	Absent
	Thomas Howell	Yes
	Willie J. Meade	Yes
MAYOR:	W. C. Hambley	Yes

MEETING ADJOURNED

APPROVED:


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

ATTEST:

CHARLES L. HUFFMAN, JR., CITY CLERK

MINUTES - JULY 22, 1974

At a regular meeting of the Board of Commissioners of the City of Pikeville held in City Hall on July 22, 1974, at 7:30 P. M. , the following members were present:

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

The meeting was called to order at 7:45 P. M.

Mayor Hambley read the following letter of recommendation from the Community Service Commission.

July 22, 1974

MAYOR HAMBLEY AND CITY COMMISSIONERS:

The above project and amounts of funding are the recommendations the Community Services Commission would like to make for your consideration and hopefully approval for use of the Model City Funds available as discussed in the May Meeting with Dept of H. U. D. officials. All of our committees have met and discussed these above projects and funds and all agree. We feel this is the best possible use of the monies.

CHESTER SMITH, CHR.
COMMUNITY SERVICES COMMISSION

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Commissioner Robert Amos, Jr. , made the motion to authorize the Model City Director to write Projects and descriptions and to prepare a revision according to these figures to be submitted to the Department of Housing and Urban Development. 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
MAYOR:	W. C. Hambley	YES

The Motion Carried

Resolution R-74-32 was presented and read entitled:

R-74-32

RESOLUTION AUTHORIZING EXECUTION OF SUPPLEMENTAL CONTRACT
BETWEEN BOWLES HEIRS, URBAN RENEWAL AND COMMUNITY
DEVELOPMENT AGENCY, AND THE CITY OF PIKEVILLE

WHEREAS, in Action No. 15984 in the Pike Circuit Court the City of Pikeville is seeking the annexation of certain property lying within the Watershed of Cedar Creek, the ownership of a portion of which was retained by the Bowles Heirs, and;

WHEREAS, the Bowles Heirs, the Urban Renewal and Community Development Agency, and the City of Pikeville have reached an Agreement whereby the Bowles Heirs have agreed not to file a remonstrance or defense in Action No. 15984 in the Pike Circuit Court in exchange for the promise of the Urban Renewal and Community Development Agency and the City of Pikeville to relieve the said Bowles Heirs of their obligation to pay additional tax by virtue of the said property being annexed, and;

WHEREAS, there has been an Agreement setting forth the terms and conditions of the understanding between the Bowles Heirs, Urban Renewal and Community Development Agency and the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PIKEVILLE, KENTUCKY, that the Mayor is hereby authorized to execute the said Agreement, and to bind the City to the terms thereof.

At Pikeville, Kentucky, this 22th day of July, 1974.

Commissioner Robert Amos, Jr. moved the adoption of the foregoing Resolution. Commissioner Willie Joe Meade seconded the motion.

Upon roll call the vote was as follows:

MAYOR, W. C. HAMBLEY, M. D.	YES
COMMISSIONER, ROBERT AMOS	YES
COMMISSIONER, THOMAS HOWELL	YES
COMMISSIONER, WILLIE JOE MEADE	YES

The Mayor declared the within Resolution adopted.

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

ATTEST:

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

MINUTES } CITY OF PIKEVILLE

SUPPLEMENTAL CONTRACT

THIS SUPPLEMENTAL CONTRACT made and entered into this 22th day of July, 1974, by and between NORMAN A. CHRISMAN, SR., for himself and as Agent for CHARLES B. CHRISMAN and RUTH P. CHRISMAN, his wife, BETSY KIRK VENTERS and EDGAR N. VENTERS, her husband, EMMA JO BOWLES COLLETT and HUGH T. COLLETT, her husband, ERNESTINE G. BOWLES, Widow, all of Pikeville, Kentucky; NORMAN A. CHRISMAN, JR., and JEAN MARIE CHRISMAN, his wife, of Lexington, Kentucky; and PAULINE B. SHUMATE and JOSEPH B. SHUMATE, JR., her husband of Pulaski, Virginia, parties of the first part, hereinafter called the "BOWLES HEIRS"; and the Urban RENEWAL AND COMMUNITY DEVELOPMENT AGENCY of the City of Pikeville, Kentucky, a body politic, party of the second part, hereinafter called "URA" and the CITY OF PIKEVILLE, KENTUCKY, a body politic, party of the third part, hereinafter called the "CITY."

W I T N E S S E T H :

THAT WHEREAS, by Contract and Deed bearing date March 27, 1974, the Bowles Heirs, URA, and the Commonwealth of Kentucky, Department of Transportation entered into an Agreement, the terms and conditions of which settled Action No. 15320 in the Pike Circuit Court under certain terms and conditions more specifically set forth therein, which are adopted by reference herein; and,

WHEREAS, in Action No. 15984, in the Pike Circuit Court the City is seeking the annexation of certain property lying within the Watershed of Cedar Creek, the ownership of a portion of which was retained by the Bowles Heirs, subject to a temporary easement, in the contract and deed of March 27, 1974; and,

WHEREAS, the Bowles Heirs, URA, and the City have reached an Agreement whereby the Bowles Heirs have agreed not to file a remonstrance or defense in Action No. 15984 in the Pike Circuit Court in exchange for the performance by URA and the City of the terms and conditions specified herein,

NOW, THEREFORE, in consideration of the premise and the mutual covenants and conditions hereinafter contained, by which each and all of the parties hereto are bound, the parties do hereby agree as follows:

(1) Until such time as the "Project," as defined in the Agreement of March 27, 1974 has been completed, URA promises and agrees to be legally responsible, and to pay, such additional taxes on the property belonging to the Bowles Heirs, subject to a temporary easement granted to URA in the aforesaid document dated March 27, 1974 proposed to be annexed by Action No. 15984, that may be assessed by virtue of said property becoming or being within the corporate limits of the City of Pikeville, Kentucky. The Bowles Heirs agree to pay such taxes upon the said property as they now pay, together with any increase in the rate of said taxation, but upon the said property being annexed to the City of Pikeville, URA shall bear such additional tax, together with any increase in rates thereupon, as may result from the said annexation.

(2) On the first day of January immediately following the completion of the project and the satisfactory performance of the terms and conditions of the contract and deed bearing date March 27, 1974, by the parties thereto, and the temporary easement granted therein to URA has terminated, the Bowles Heirs shall be responsible for all taxation upon said property, from and after said first day of January.

(3) The City hereby agrees that they will honor the obligation imposed upon URA herein to pay additional taxes from the Bowles Heirs, in the event URA shall fail to, or be prevented from paying said taxes, by operation of law or otherwise.

(4) The Bowles Heirs agree that they will not file a remonstrance or defense in Action No. 15984 in the Pike Circuit Court.

(5) The terms and conditions of the within Agreement shall extend to all estates in and upon the property sought to be annexed in Action No. 15984, whether surface, mineral, oil and gas, timber or otherwise.

(6) This Agreement is binding upon, and shall enure to the benefit of the Heirs, Successors, Representatives and Assigns of the respective parties hereto.

(7) The Petition For Annexation Of The Cedar Creek Property filed in Action No. 15984, together with the Exhibits thereto

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delineating the property sought to be annexed, and the contract and Deed in Action No. 15320 bearing date of March 27, 1974, are incorporated herein by reference for a more particular description of the property covered hereby, and for a more detailed explanation of the rights and duties of the parties as specified therein.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their names as the day and year aforesaid, the signatures of URA, and of the City being pursuant to resolutions duly enacted by each of said bodies authorizing the execution of the within Agreement.

NORMAN A. CHRISMAN, SR., FOR himself and as Agent for CHARLES B. CHRISMAN and RUTH P. CHRISMAN, his Wife, BETSY KIRK VENTERS and EDGAR N. VENTERS, her husband, EMMA JO BOWLES, COLLETT and HUGH T. COLLETT, her husband, ERNESTINE G. BOWLES, NORMAN A. CHRISMAN, JR., and JEAN MARIE CHRISMAN, his wife, PAULINE B. SHUMATE AND JOSEPH E. SHUMATE, JR., her husband

URBAN RENEWAL AND COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF PIKEVILLE, KENTUCKY

CITY OF PIKEVILLE

ATTEST:

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

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

Commissioner Robert Amos, Jr., made the motion to adopt the above Resolution. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

An Ordinance was presented and read entitled:

1-74-018

ORDINANCE INCREASING THE MILEAGE RATE AND PER DIEM RATE
FOR CITY EMPLOYEES' EXPENSES

Commissioner Robert Amos, Jr., made the motion to adopt the foregoing Ordinance. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Ordinance on file in Ordinance Book 2 in the City Clerk's Office.

Resolution R-74-31 was presented and read entitled:

R-74-31

RESOLUTION AUTHORIZING 5.5% RAISE FOR MODEL CITY
EMPLOYEES

MINUTES } CITY OF PIKEVILLE

WHEREAS, the City of Pikeville deems it necessary to increase wages of City Employees by 5.5% on an across the board fashion.

WHEREAS, the City of Pikeville recognizes the situations that make Model City employees not considered in the general fund expenditures.

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

1. That all Model Cities employees salaries be increased by 5.5% of their monthly salary.

2. That this resolution be retro-active to the 1st day of July, 1974.

3. An emergency exists; Therefore, this resolution shall be in full force and effect immediately upon subscription and approval of this Commission.

At Pikeville, Pike County, Kentucky this 22nd day of July, 1974.

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
ROBERT AMOS, COMMISSIONER	YES
THOMAS HOWELL, COMMISSIONER	YES
WILLIE JOE MEADE, COMMISSIONER	YES

The Mayor declared the Resolution Adopted.

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

ATTEST:

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

Commissioner Willie Joe 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following letter from the Department of Housing and Urban Development.

July 19, 1974

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

MINUTES } CITY OF PIKEVILLE

Dear Mayor Hambley:

Subject: Project No. WS-KY-20
Requisitions for Final Grant Payments
Water and Sewer Facilities
Amount of Payments: \$90,250 and \$55,650

The Requisitions for final grant payments under the project number noted above have been approved in the amounts of \$90,250 and \$55,650.

It is anticipated that checks, drawn on the Treasurer of the United States in favor of your agency, will be mailed directly to the bank account previously designated by you on the Form HUD-274, Designation of Depository. You may expect the checks to be deposited to your account within two weeks.

We are enclosing copies of the requisition for your information. These copies should be maintained in the City's files on this project.

If you have any questions or if we may be of further assistance, feel free to contact us.

Sincerely,

/s/ RAYMOND G. FLEMING

RAYMOND G. FLEMING
DIRECTOR
OPERATION DIVISION

Enclosures
HUD-41450

Mayor Hambley instructed the Assistant City Clerk to place the Requisitions for Final Grant Payments in the City's files.

Resolutions R-74-33 was presented and read entitled:

R-74-33

RESOLUTION AUTHORIZING THE NEGOTIATION OF A LOAN BY
THE CITY OF PIKEVILLE

WHEREAS, it is necessary for the City of Pikeville to negotiate a loan in the principal sum of \$25,000.00 in order for the garbage department to meet its monthly obligations.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk and Mayor are hereby authorized to negotiate a loan at such a banking institution, and upon such rights, terms and conditions as they deem most favorable to the City of Pikeville in the principal sum of \$25,000.00, and they are further authorized to execute for the City such documents assurance which may be necessary to secure the said loan.

At Pikeville, Kentucky this 22th day of July, 1974.

Commissioner Robert Amos, Jr., moved the adoption of the foregoing Resolution. Commissioner Thomas Howell seconded the motion.

Upon roll call the vote was as follows:

MAYOR, W. C. HAMBLEY, M. D.	YES
COMMISSIONER, ROBERT AMOS	YES
COMMISSIONER, THOMAS J. HOWELL	YES
COMMISSIONER, WILLIE JOE MEADE	YES

The Mayor declared the within Resolution adopted.

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

ATTEST:

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

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The Commission had a brief discussion concerning the garbage. Commissioner Robert Amos, Jr., stated that the City has two alternatives:

1. To increase the garbage rates.
2. Pick Up the garbage once a week.

City Manager, Ayers Shortt recommended to the Commission to pick up the garbage only once a week.

After a brief discussion Commissioner Robert Amos, Jr., 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Commissioner Robert Amos, Jr., made the motion to authorize City Manager, Ayers Shortt to contact the engineer to design 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following Lease Agreement between the City of Pikeville and C. E. Hellier.

THIS LEASE AGREEMENT, made and entered into this the 15th day of July, 1974, by and between C. E. Hellier, Party of the First Part, hereinafter known as the "LESSOR", and THE CITY OF PIKEVILLE, Pikeville, Kentucky, Party of the Second Part, hereinafter known as the "LESSEE".

W I T N E S S E T H

That the Lessor, for in consideration of the rents and covenants hereinafter stipulated to be paid and performed by Lessee, does hereby let and lease unto the Lessee for the period of time hereinafter set out, the following described premises, to wit:

The first floor of that certain section of a building located at 209 Caroline Avenue and 211 Caroline Avenue in the City of Pikeville, Pike County, Kentucky.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms of this lease shall be for a period of three (3) years beginning on the 15th day of July, 1974, and ending at midnight on the 14th day of July, 1977, unless sooner terminated as provided hereinafter.

2. Lessee agrees to and shall pay as rent during the terms of this lease the sum of Five Hundred Seventy-Five (\$575.00) Dollars per month, payable in advance, on or before the 15th day of each month during said terms.

3. It is understood and agreed that the premises hereby leased by the Lessee shall be used for any purpose deemed necessary by the Lessee without recourse from the Lessor.

4. Lessee shall not commit, or suffer to be committed, any waste upon the said premises. Lessee shall not use or occupy, nor permit anyone to use or occupy, said premises for any unlawful purpose.

5. Lessee also agrees to maintain all portions of said leased premises in good repair and working order including necessary replacements at its own expense and Lessor shall not be responsible for any such repairs or replacements, including decay caused by leaking water pipes, the only exceptions being: (a) those which can be covered by standard fire insurance, (b) the roof over the one story part of the said premises, (c) the main sewer line in the basement (d) any part of the building which constitutes building materials such as bricks, beams, joists, major replacement of heating and ventilating systems, etc.

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Neither the Lessee nor the Lessor need to keep in repair or replace the carpet on the floors of the premises.

Lessee is hereby granted permission to remodel the inside of said leased premises so as to make same suitable for its purposes. It being understood and agreed, however, that the cost of such remodeling shall be at the expense of the Lessee.

6. Lessor is hereby granted permission to remove a portion of room to the rear of 211 Caroline Avenue so as to become flush with the rear of 209 Caroline Avenue, in the event Lessor needs to take same for purpose of building a building or selling adjacent property and without cost to the Lessee. It is understood and agreed that a rear exit will be provided for 211 Caroline Avenue and interior of said room will be left in pre-construction condition.

7. At the termination of this lease for any cause whatsoever, Lessee shall surrender peaceable possession of the premises to Lessor in as good condition as they were at the beginning of lease, ordinary wear and tear and acts of God expected.

8. In the event of a partial destruction of said premises prior to the beginning date or during the term of this lease, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days, but such partial destruction shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate deduction being based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee. If such repairs cannot be made in sixty (60) days, Lessor may, at his option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event the Lessor does not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

In the event of total destruction of the premises, if the Lessor shall not, within a reasonable time elect to rebuild same, then this lease may be terminated at the option of either party.

However, it understood and agreed that in the event of such partial destruction and/or total destruction and in the further event that the Lessor elects to repair or rebuild same, the Lessor shall be required to place the building back in substantially the same condition it was in at the date of the beginning of this lease.

9. Lessee shall pay all utilities, including water, gas, electricity and any other utility charges used by it in the operation for its business. The Lessor reserves the option to make direct utility connections to the premises from the adjoining City ways or streets.

10. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants, terms, conditions or provisions of this lease, and Lessee shall fail to remedy such default within thirty (30) days after written notice thereof from Lessor, it shall be lawful for Lessor to enter upon said premises and to take possession thereof and declare this lease terminated.

11. Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part hereof, without the written consent of the Lessor having first been obtained. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee, by operation of law, without the written consent of Lessor.

12. At the termination of this Lease for any reason, all permanent fixtures installed by Lessee herein on said premises shall become the property of Lessor at no cost to Lessor.

13. It is understood and agreed that in the event funds for the Community Development Program are not forthcoming from the Federal Government, out of which the rental is provided herein, the Lessee, at its option, may cancel this lease by giving the Lessor a sixty (60) day written notice of its intention to cancel.

IN TESTIMONY WHEREOF the First Party has hereunto affixed his signature and same has been duly executed by Second Party, by its Mayor, W. C. Hambley, pursuant to authority duly given by the Commissioners of the City of Pikeville, to duplicate copies hereof, each of which shall be treated as an original, as of the day and year first hereinabove written.

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CITY OF PIKEVILLE, KENTUCKY

C. E. HELLIER

BY /s/ W. C. HAMBLEY, M. D., MAYOR
W. C. HAMBLEY, M. D., MAYORSTATE OF KENTUCKY
COUNTY OF PIKE

I, _____ a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing LEASE AGREEMENT, dated July 15, 1974, by and between C. E. HELLIER and THE CITY OF PIKEVILLE, KENTUCKY, was this day produced before me in my said County and State aforesaid by C. E. HELLIER who acknowledged same as and for his free act and deed.

GIVEN under my hand, this _____ day of _____, 1974.

My Commission expires _____.

NOTARY PUBLIC _____

STATE OF KENTUCKY
COUNTY OF PIKE

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing LEASE AGREEMENT, dated July 15, 1974, by and between C. E. HELLIER and THE CITY OF PIKEVILLE, KENTUCKY, was this day produced before me in my said County and State aforesaid by W. C. HAMBLEY, known by me to be the MAYOR of THE CITY OF PIKEVILLE, who acknowledged same to be the act and deed of said City and of himself as Mayor thereof.

GIVEN under my hand, this _____ day of _____, 1974.

My Commission Expires _____.

NOTARY PUBLIC _____

Commissioner Robert Amos, Jr., made the motion to approve said Agreement. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Commissioner Willie J. Meade made the motion to authorize Mayor Hambley to sign the approval for Partial Payment in the amount of \$16,867.80 for the Pikeville Athletic Field. This payment is for Paving and Lighting as in the Contract with Barb Construction Company. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Model City bills were presented in the amount of \$19,097.69.

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Ed Hellier	Rent to 8/15/74	575.00
Xerox Corp.	June Acct.	240.00
City of Pikeville	Reimb. for Compensation	395.00
Open Space Dev.	Request No. 1	16,867.80
Harry Bradley	Williamson Daily	2.80
Greg Burnette	Courier-Journal	3.60
Blake Robinson	Travel	4.65
		<u>\$ 18,088.85</u>

Additional:		
Hospital In-Service Training		
Reimbursement Req. No. 4		1,008.84
		<u>\$ 19,097.69</u>

TOTAL

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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

City bills were presented in the amount of \$36,764.87.

	\$	6.09
Ace Auto Parts		120.05
Alert Oil & Gas Company		97.32
Adams Corporation		1,868.40
Ashland Petroleum Company		109.15
Ayers Shortt		45.00
Banks-Baldwin Law Publishing Company		16.28
Bartlett & Williams		10.50
Bob's Chain Saw Sales		27.36
Big Sandy Wholesale Co.		94.75
Big Sandy Electric & Supply Co.		17.01
Burroughs Corp.		314.62
Brock-McVey Refrigeration Supply Co.		14.77
Bruce Walters Ford Sales, Inc.		32.81
Blackburn's Ashland Service		140.00
Bobby Justice		69.67
C. D. Jacobs		279.36
C. I. Thornburg Co., Inc.		181.24
C & R Office Supply		193.70
Campbell Oil Tool, Inc.		7.55
Camera & Diamond Center		140.00
Chrisman Insurance Agency		9.17
City Utilities (Perry Cline School)		47.52
Cody Equipment Co.		1,532.80
Columbia Gas of Kentucky, Inc.		63.26
Coleman Oil Company, Inc.		11.08
Cox Auto Parts Company, Inc.		41.42
Davy Compressor Company		10.50
Deskins Motor Company		7,000.00
Dixie Mining Company		40.00
Don Bush		28.40
East Kentucky Machine & Electric Co.		81.30
Entenmann Rovin Company		155.00
Everett Johnson		25.00
General Truck Parts		24.48
Gibson Products Company		23.64
Graphic Controls Corp.		134.79
Harco Corp.		20.14
Hobbs Ashland Service Station		85.64
Honeywell, Inc.		15.50
Hobson Motor Sales		8.30
James Municipal Equipment, Inc.		18.35
John Conti		481.28
John Perry Supply		12.40
Joe's Standard Service		3.50
John Paul Blair		100.89
Johnson Motor Sales Co.		117.24
Joan Johnson		28.00
Keene Garage		4,320.93
Kentucky Power Company		96.20
Kelsey Tire Company		

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Lab Tronics	\$ 43.10
Lawrence R. Webster	236.25
Law Library	36.00
Lula Parsons	380.00
M & M Mine Supply	69.62
M. Berger Company	71.40
May & Green Dollar Store	10.97
Means Service Center	668.21
Orkin Exterminating Co.	30.00
Pauley Building Center	339.55
Pike Automotive Supply	335.31
Pike County News	82.42
Pike County Collieries	211.05
Pikeville College	70.13
Pikeville Hardware	376.86
Pikeville Ice Company	150.00
Pikeville Ready Mix	528.62
Pikeville Tire Company	110.99
Pikeville United Service	72.97
R. H. Worden	614.60
Riley & Scott	413.10
R. V. May Company	125.37
Ruby Riley	224.35
Roberts & Holcomb Enterprises	2,707.00
Robert Courtney	37.07
Sandy Valley Oil Company	68.75
Scott-Gross Company, Inc.	31.42
South Central Bell	457.80
Southern Meter & Supply	549.89
Standard Oil Company	764.50
State Stone Company	61.95
T. E. Rogers & Sons	56.70
Thompson Truck & Equipment Co.	1, 378.48
Two Way Radio, Inc.	341.95
Troy Bevins	41.72
T - D Sporting Goods, Co.	189.27
Valley Insurance Agency	3, 002.00
Lindsey & Elliott	2, 035.00
Water Works & Industrial Supply Co.	1, 458.46
Whizz Auto Parts	5.92
Williamson Oil Company	49.35
Womwell Automotive Parts Co.,	4.41
TOTAL INVOICES	\$ <u>36,764.87</u>

Commissioner Robert Amos, Jr. , made the motion to pay the above invoices. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Commissioner Robert Amos, Jr. , made the motion to authorize Mayor Hambley to purchase the property of Homer Lee Fields not to exceed \$38,000.00. Commissioner Robert Amos, Jr. , also requested that Homer Lee Fields remove the houses and larger trees on the property within 90 days. 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
MAYOR:	W. C. Hambley	Yes

Mayor Hambley stated that the \$38,000.00 for the purchase of the Homer Lee Fields, property would come out of Revenue Sharing Fund.

Commissioner Willie J. Meade made the motion to instruct City Manager, Ayers Shortt to advertise for bids for 1500 aluminum seats for the Pikeville Athletic Field. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

MINUTES } CITY OF PIKEVILLE

Commissioner Robert Amos, Jr. , made the motion to raise Lula Justice Parsons to \$1.50 per meal beginning August 1, 1974. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

Mayor Hambley read the following letter and Sales Agreement from Columbia Gas Of Kentucky.

July 19, 1974

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

Dear Mr. Shortt:

With reference to your telephone request of July 18, 1974, attached are copies of the Sales Agreement to be executed by the City of Pikeville. Please return to me the original and one signed copies. We will return to you a fully executed copy of the Agreement for your files.

In case you do not have my letter of June 20, 1974, attached is a copy for your information.

Please let me know if you have any questions.

Yours very truly,

COLUMBIA GAS OF KENTUCKY, INC.

/s/ DON

Donald T. MacClellan, Jr.
Gas Utilization Manager

DTM: bhw

Attachments

Copy of Sales Agreement on file in the City Clerk's Office.

Commissioner Robert Amos, Jr., made the motion to authorize Mayor Hambley to sign the Sales Agreement from Columbia Gas of Kentucky. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

City Attorney, Larry Webster brought to the attention of the Commission the vacant position for a Commissioner. He suggested that they appoint someone for the vacancy until the next General Election.

Mayor Hambley instructed City Attorney, Larry Webster to do further study on the selling of Alcoholic Beverages in the City of Pikeville.

Commissioner Thomas Howell 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
	Thomas Howell	Yes
	Willie J. Meade	Yes
MAYOR:	W. C. Hambley	Yes

MEETING ADJOURNED

MINUTES } CITY OF PIKEVILLE

APPROVED:

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

ATTEST:

CHARLES L. HUFFMAN, JR., CITY CLERK

MINUTES - AUGUST 12, 1974

At a regular meeting of the Board of Commissioners of the City of Pikeville, held in City Hall on August 12, 1974, the following members were present:

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

The meeting was called to order at 7:35 P. M.

Several citizens from the Pauley addition came before the Commission in regard to the condition of the Pauley bridge.

Mr. Hack Stratton spoke on behalf of the citizens. Mr. Stratton stated that these citizens have been checking to see whose responsibility it is to have the bridge repaired. He stated that they were told that the City is responsible.

Mr. Stratton asked that the City repair the bridge until a new one can be built.

Mayor Hambley stated that according to his knowledge the Kentucky Department of Highways was responsible for repairs to the bridge.

Mayor Hambley also stated that the City would acheck into the matter as to who was responsible for maintaining the bridge. Mayor Hambley stated that if the City was found responsible they would have it repaired.

After a lengthy discussion Commissioner Robert Amos, Jr., made the motion to make general repairs for making the bridge safe until a new bridge can be built. 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
MAYOR:	W. C. Hambley	Yes

The Motion Carried

John Cline III came before the Commission in regard to his road problem on Beech Street.

After a brief discussion Mayor Hambley instructed City Manager, Ayers Shortt to have the ditches and the drain cleaned out.

Resolution R-74-35 was presented and read entitled:

RESOLUTION APPROVING THE SUBMISSION FOR APPROVAL OF
 THE ATTACHED BUDGET REVISION TO THE DEPARTMENT OF
 HOUSING AND URBAN DEVELOPMENT