

MINUTES } CITY OF PIKEVILLE

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Absent
	Thomas Howell	Yes
	Willie Joe Meade	Absent
MAYOR:	W.C. Hambley, M.D.	Yes

Meeting Adjourned.

APPROVED:

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

ATTEST:

 Charles L. Huffman, Jr. City Clerk

REGULAR MEETING - JULY 28, 1975

At a regular meeting of the Board of Commissioners of the City of Pikeville, Kentucky, held in City Hall on July 28, 1975, at 7:30 P.M., the following members were present:

COMMISSIONERS: Robert Amos, Jr.
 Bob Easton
 Thomas Howell
 Willie Joe Meade

Mayor Pro-Tem, Robert Amos, Jr. called the meeting to order at 7:40 P.M.

The Assistant City Clerk read the minutes for the period of June 23, 1975, through July 17, 1975. The minutes were approved as read without any additions or corrections.

Mayor Hambley arrived at 7:50 P.M.

Community Development bills were presented in the amount of \$6,422.73.

Urban Renewal Agency	Big Sandy U.R. Reg. #1	\$ 2,300.00
Colloredo Associates	Cont. Serv. thru June	3,738.30
Means Services	Serv. for August	9.22
Pike County News	Legal Ads	64.91
IBM	Serv. Agreement	302.00
Charlie's Hardware	Inv. #2874	8.30
		<u>6,422.73</u>

Commissioner Willie Joe Meade made the motion to approve the above invoices. Commissioner Robert Amos, Jr. seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Model City bills were presented in the amount of \$13,366.53.

Harry Bradley	Wmsn. Daily News	\$ 5.60
Greg Burnette	Courier-Journal	11.00
C & R Office Supply	INV. #30029	1.70
Colloredo Associates	Cont. Serv. thru June	4,548.64
E.F. Sanders	Photo Services	15.00
M.C. Day Care Ctr.	Reimb. Req. #18	5,702.15
Pikeville Airport Bd.	Reimb. Req. #3	3,082.44
		<u>\$ 13,366.53</u>

Commissioner Robert Amos, Jr. made the motion to approve the above invoices. Commissioner Thomas Howell seconded the motion.

Upon roll call the vote was as follows:

MINUTES } CITY OF PIKEVILLE

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

City bills were presented in the amount of \$52,185.30.

Larry Webster, City Attorney, brought before the Commission that he had received a letter from U.S. Department of Transportation concerning a fine for non-compliance of Federal Regulation for Pikeville Gas System. The fine of \$2,000.00 would be reduced to \$1,500.00 if the fine was paid now.

Adams Construction Corp.	\$	46.20
Alert Oil and Gas Co.		92.40
Ashland Petroleum Co.		817.50
Ayers Shortt		70.59
A & S Service Station		45.05
Big Sandy Electric & Supply Co.		90.72
Big Sandy Wholesale Co.		26.38
Brock-McVey Refrigeration Supply Co.		377.20
Bruce Walters Ford Sales		470.52
Ballpark Development Account		5,264.99
Big Sandy Area Development District, Inc.		825.00
Burroughs Corporation		1,844.54
C.D. Jacobs		92.86
C.I. Thornburg Co., Inc.		965.90
C&R Office Supply		240.36
Campbell Oil Toll, Inc.		42.24
Chrisman Insurance Agency, Inc.		120.00
City Utilities Dept.		16.92
Columbia Gas of Ky., Inc.		4,083.74
Columbia Gas of Ky., Inc. (1/6 Minimum Billing		4,246.08
Cox Auto Parts Co., Inc.		12.52
Dept. of Education - Surplus Property		149.00
Don Bush		52.00
Duncan Industries		315.65
Eagle Electric Co.		27.19
Elliott Glass & Electric Co.		179.17
Eugene Edmonds		95.20
Everett Johnson, Engineer		600.00
General Truck Parts		65.00
General Service Station		78.35
Goodall Printing Co.		14.75
Hayes Metal Company		250.00
Helen's Flower Shop		24.93
Highland Bearings, Inc.		8.40
Homer Dalton		12.47
Irrigation Supply Co., Inc.		453.32
Joe's Standard Service Station		71.62
John Conti Coffee Service, Inc.		16.35
John Perry Supply, Inc.		328.63
Johnson Motor Sales		3,722.63
Kentucky Power Co.		4,649.94
Kingsley Equipment Co.		671.18
Kay Uniforms		92.09
Ken Lane Eastern Ky. Ready Mix		31.00
Law Library		44.50
Lindsey and Elliott		1,800.00
Lula Parsons		612.00
Louisville Fence Co.		436.14
May & Green Dollar Store		17.12
Means Service Center		594.20
Mid-States Meter & Supply Co., Inc.		28.56
McJunkin Corporation		13.95
Magic Mart, Inc.		17.39
Mayo Trail Tire & Auto Supply		159.65
Morgan Billiter		5.14
NCR Corporation		30.06
National Chemsearch		96.85
Orkin Exterminating Co.		30.00
Oxford Chemicals		163.70
Pauley Building Center, Inc.		1,289.26
Pike Automotive Supply, Inc.		131.75
Pike County Collieries		786.84
Pike County News		71.20
Pikeville Hardware		310.04
Pikeville Ice Company		400.00
Pikeville Tire Company		28.77
Pikeville United Service Co.		144.77
Pitney Bowes		88.00
Parts Associates, Inc.		61.96
Pikeville Ready Mix, Inc.		144.15
Porter Welding & Mfg. Co.		181.25
Precision Machine and Tool Co., Inc.		560.70

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R.H. Worden	\$	506.10
Riley & Scott Gas Co. - Yost Well		101.50
Riley & Scott Gas Co. - Park Well		408.15
Roberts & Holcomb Enterprises		2,043.00
R.V. May Company		11.72
Reynolds - Phillips Tire Co.		32.50
Robert C. Snavelly		1,137.17
Scott - Gross Co., Inc.		69.06
Sears, Roebuck and Co.		330.94
South Central Bell Telephone Co.		503.70
Southern Meter & Supply Co.		891.32
Standard Oil Company		1,285.83
State Stone Company		544.22
T.E. Rogers & Sons		29.48
Two-Way Radio, Inc.		140.00
T-D Sporting Goods Co.		369.60
Texaco, Inc.		24.47
Thompson Truck & Equipment Co.		8.75
Troy Bevins		42.99
Tru-Line Service		94.54
Valley Insurance Agency, Inc.		411.00
Valley Insurance Agency, Inc. (Liberty Mutual)		1,870.00
W.B. Call Co., Inc.		132.37
Water Works & Industrial Supply Co.		909.66
Whizz Auto Parts Co.		38.72
Womwell Automotive Parts Co.		59.64
Xerox Corporation		135.00
Williamson Oil Company		105.34
TOTAL	\$	52,185.30
Pipe line Safety Act - fine (U.S. Treasury)		1,500.00
TOTAL	\$	53,685.30

Commissioner Robert Amos, Jr. made the motion to approve the above invoices in the amount of \$53,685.30, including the addition of the fine. Commissioner Thomas Howell seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Resolution R-75-50 was presented and read entitled:

RESOLUTION AUTHORIZING INCREASE IN SALARY
OF CHARLES HUFFMAN, JR. FOR ADDITIONAL
DUTIES REQUIRED BY HIS UNDERTAKING TO BE
FISCAL OFFICER FOR COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, the Community Development Block Grant Program will require the services of the Fiscal Officer, and;

WHEREAS, the City of Pikeville deems it advisable to employ Charles Huffman, Jr. its present City Clerk and Chief Fiscal Officer, to undertake the duties of Fiscal Officer for the Community Development Program, and;

WHEREAS, his undertaking the said duties will necessitate an increase in his salary of \$400.00 per month, to be paid from budgeted Community Development Funds,

NOW THEREFORE, BE IT RESOLVED by the City Commission of Pikeville, Kentucky that, effective August 1, 1975, that the salary of Charles Huffman, Jr., be raised \$400.00 per month on the condition that he undertake and perform the duties of Fiscal Officer for the Community Development Block Grant Program. The said increase in his salary shall be paid from Community Development Funds, and all duties undertaken by him pursuant to the Community Development Program shall be in addition to his regular duties and salary.

An emergency is declared to exist in regard to this Resolution and the same shall be in full force and effect immediately upon subscription and approval by this Commission.

At Pikeville, Kentucky this 28th day of July, 1975.

Commissioner Thomas Howell moved the adoption of the foregoing Resolution.

Commissioner Robert Amos, Jr. seconded the Motion.

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Upon roll call the votes were as follows:

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

The Mayor declared the within Resolution adopted.

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

ATTEST:

/s/ Charles L. Huffman, Jr.
CHARLES L. HUFFMAN, JR.
CITY CLERK

Commissioner Thomas Howell made the motion to adopt the above resolution. Commissioner Robert Amos, Jr. seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Resolution R-75-47 was presented and read entitled:

RESOLUTION AUTHORIZING THE CITY DEMONSTRATION AGENCY TO PROCEED WITH THE CONTINUATION OF OPERATING PROJECTS TO REFLECT YEAR IV EXTENSION

Year IV Extension

WHEREAS, the City Demonstration Agency has been advised by the Department of Housing & Urban Development that the Year IV Program has been extended until December 31, 1975.

WHEREAS, the Regional Office of Housing and Urban Development has recommended that the Pikeville City Demonstration Agency proceed with necessary expenditures for the continuation of operating projects which are: Cooperative Nuraing, Hospital In-Service Training, Temporary Relocation Housing and Sidewalks.

WHEREAS, the extension of the Year IV Program for the additional time does not increase the budget allocation for Year IV for any of the existing projects.

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

1. That the City Demonstration Agency is authorized to proceed with the continuation of operating project costs to reflect the extension of the Year IV Program.

2. That the City Demonstration Agency is authorized to amend all operating projects to reflect Year IV extension.

3. All expenditures for the continuation of necessary operating project costs shall be from now authorized monies and are not to exceed now suthorized monies.

4. 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 28th day of July, 1975.

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:

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

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

ATTEST: /s/ Charles L. Huffman, Jr.
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:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Resolution R-75-49 was presented and read entitled:

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 for Human Resources.

WHEREAS, it is necessary that this Agreement be approved in order for Fourth Action Year Funds not to exceed Ten Thousand Dollars (\$10,000.00) be released by Model City Day Care Center, Inc., for the State's share of the cost for full-time day care services.

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 for Human Resources 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 28th day of
July, 1975.

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, M.D., Mayor	Yes
Robert Amos, Commissioner	Yes
Robert Easton, Commissioner	Yes
Thomas Howell, Commissioner	Yes
Willie Joe Meade, Commissioer	Yes

The Mayor declared the resolution adopted.

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

ATTEST: /s/ Charles L. Huffman, Jr.
Charles L. Huffman, Jr. City Clerk

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COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR HUMAN RESOURCES
PROGRAM ADMINISTRATION CONTRACT

THIS AGREEMENT, made and entered into as of the 1st day of July, 1975, by and between the COMMONWEALTH of KENTUCKY, DEPARTMENT FOR HUMAN RESOURCES, hereinafter referred to as the DEPARTMENT AND CITY OF PIKEVILLE, MODEL CITY AGENCY, PIKEVILLE, KENTUCKY, herein referred to as the SECOND PARTY.

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following function, briefly described as: Negotiation of a donation agreement with Second Party which will provide monies which MAY BE considered as state funds for the purpose of claiming Federal reimbursement at the regular matching rate for the purchase of services by the Department; and

Whereas, the Second Party is available, willing, and qualified to perform this function, and the Department desires that the Second Party perform this function;

Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

1. The Second Party will perform the function described with particularity in the attachment to this agreement, which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein; or if no attachment is necessary, as hereinafter described with particularity, to wit;

- a. AMOUNT OF DONATION. The Second Party hereby donates to the Department the sum of \$4,290.00, hereinafter referred to as donated funds.
- b. PURPOSE OF DONATION. The donated funds are made available to the Department for the purpose of providing day care/child care services for children of families eligible for such services under the Department's State Plan.
- c. AREA DESIGNATION. The donated funds are made available to the Department for serving children residing in Pikeville and Pike County, Kentucky.
- d. PAYMENT OF DONATION. The donated funds shall be paid in the manner and amount as agreed to by the parties.
- e. DONATION TOWARD ADMINISTRATIVE COSTS. The Second Party agrees to provide the Department an amount equal to 10% of the donated funds for administrative costs to carry out this agreement for twelve months and such amount is in addition to the donated funds specified in Paragraph 1 (a.) above.

2. For the Second Party's performance of the function described hereinbefore, the Department agrees that:

(a) if the Department is only responsible for the payment of monetary consideration to the Second Party for the performance of the function described herein, payment shall be made as follows:

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 Second Party.

(b) if the Department is only responsible for the provision of non-monetary consideration to the Second Party for the Second Party's performance of the function described herein, or is responsible for the provision of such consideration in addition to the payment of monetary consideration set forth in paragraph 2 (a) above, then the Department shall:

i. Expenditure of Donated Funds. In consideration of the Second Party's agreement to contribute the donated funds as follows:

- A. It will expend the donated funds for the purpose of purchasing the service specified in Paragraph 1 (b) above and in the geographic area specified in paragraph 1 (c) above.
- B. It represents that such care is available in the area specified and children of the area are in need of such care, and that it will purchase the care from providers meeting the requirements of state and Federal regulations for such service.

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- ii. Administrative Control of Funds. Subject only to the terms and conditions of this agreement, all donated funds paid by the Second Party 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 1 (c) above, the donated funds shall in no way revert to the Second Party's facility or be earmarked for a particular individual or for members of particular organizations.
- iii. CONDITIONS on Parties' Obligations. It is expressly understood and agreed that the parties' obligations herein set forth are conditional upon securing and maintaining the approval of the necessary Federal authorities for the purchase by the Department of the service specified herein. 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, however, that any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
3. Payment by the Department to the Second Party, if any is required by this contract, shall be made by the method indicated below:

Payment shall be made only after receipt of appropriate and timely billings submitted to the Department by the Second Party. Payment by the Department to the Second Party, as well as the Second Party's continued performance, shall be subject to the availability of local agency or governmental funds, or state or federal funds necessary to finance the performance of the function described in this agreement.
4. The terms and conditions of this agreement may be extended or amended at any time by mutual agreement of the parties in writing, provided that the intention to extend or amend shall have first been served by the Department on the Executive Department for Finance and Administration, Attention: Manager, Division of Purchases, in the form of a "Notice of Extension or Amendment of Program Administration Contract," and shall have been approved by the Executive Department for Finance and Administration.
5. Either party shall have the right to terminate this agreement at any time upon 30 days' written notice served upon the other party by registered mail with return receipt requested.
6. The Second Party certifies by his signature hereinafter that he (for the purpose of this paragraph and the paragraphs immediately following, "he" is construed to mean any person with an interest herein) will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky.
7. The individual executing this contract on behalf of the Second Party certifies that he is legally entitled to enter into the subject contract with the Commonwealth of Kentucky, and that he is not or will not be violating either directly or indirectly any conflict of interest statute (c.g. KRS 42.990, 61.092, 61.094, 61.096, 164.390) or principle by the performance of this contract.
8. The individual executing this contract on behalf of the Department certifies, by his signature hereinafter, that he is authorized to enter into this contract on behalf of the Department and the Commonwealth of Kentucky, and that he is not or will not be violating, nor is he aware of any violation by others, of any conflict of interest policy or statute (e.g., HRP 1.18, KRS 61.092, 61.094, 61.096).

EXAMINED AS TO FORM & SUBSTANCE

RECOMMENDED:

 Attorney, Executive Department
 for Finance and Administration

EXAMINED AS TO FORM & SUBSTANCE:

 Attorney, Department for Human
 Resources

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APPROVED:

Commissioner
Executive Department for
Finance and Administration

DEPARTMENT:

Secretary for Human Resources

SECOND PARTY: CITY OF PIKEVILLE

/s/ W.C. Hambley, M.D.
Authorized Official

ATTEST: /s/ Charles L. Huffman, Jr.
Charles L. Huffman, Jr. (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:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Resolution R-75-48 was presented and read entitled:

A RESOLUTION APPROVING A CONTRACT MODIFICATION AGREEMENT BY THE CITY OF PIKEVILLE FOR AND IN BEHALF OF THE CITY DEMONSTRATION AGENCY AND THE MODEL CITY DAY CARE CENTER, INC.

Day Care

The City Commission of the City of Pikeville deems it advisable to approve the Contract Modification Agreement attached hereto and made a part hereof as Attachment "A" for and in behalf of the City Demonstration Agency contracting with the Model City Day Care Center, Inc.

WHEREAS, it is necessary that this contract modification agreement be approved in order for Fourth Action Year Funds not to exceed the amount of Seven Thousand Two Hundred Twenty-One Dollars (\$7,221.00) be released to the Contractor, Model City Day Care Center, Inc., for operation of the Day Care Project.

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

1. That a contract modification agreement attached hereto and made a part hereof as Attachment "A" between the City of Pikeville, City Demonstration Agency and The Model City Day Care Center, Inc., is hereby approved.

2. 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 28th day of July, 1975.

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:

W.C. Hambley, M.D. 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.

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

ATTEST: /s/ Charles L. Huffman, Jr.
Charles L. Huffman, Jr. City Clerk

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CONTRACT MODIFICATION AGREEMENT

THIS AGREEMENT, entered into the 28th day of July, 1975 by and between The City of Pikeville for and in behalf of the Pikeville Model City Agency (herein called the "City Demonstration Agency") and is a modification of the agreement between The City of Pikeville (Pikeville Model Cities Agency) and Model City Day Care Center, Inc., entered into the 26th day of June, 1972 for the specific purpose of carrying out the Pikeville Model Cities Project identified as Project Number C-203A and described as the Model City Day Care Project

WITNESSETH:

WHEREAS, this agreement modifies only those terms, conditions, clauses, stipulations and services stated herein with no effect on unstated terms, conditions, clauses, stipulations and services:

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed that the original agreement be modified as follows:

A. Agency Agrees:

1. The services of the agency shall operate for that period of time so as to coincide with the termination of the 4th action year is determined by the agreement between the CDA and HUD pursuant to HUD Grant ME-16-001 from which this agreement resulted, such termination date being designated as December 31, 1975.
2. The Agency further agrees that, should such termination date be extended pursuant to the CDA-HUD Agreement, the CDA shall have full option to extend the termination date of this contract.
3. The Agency agrees to continue the services of the Agency under said contract at no less than the present level of service.
4. The CDA agrees to pay the agency on a monthly reimbursable basis for such expenses as may be incurred by the agency as specifically stated in exhibit A, in which there is a revised budget, which is attached hereto and hereby made a part hereof.
5. It is expressly understood and agreed that in no event shall the total compensation for this project exceed the maximum sum of Seven Thousand Two Hundred Twenty-One Dollars (\$7,221.00).
6. The CDA and Agency agree that the June 26, 1972 Agreement, above mentioned, shall continue in effect as to all terms, conditions, clauses, stipulations and services stated therein except as the terms, conditions, clauses, stipulations and services stated herein shall modify or otherwise affect such terms, conditions, clauses, stipulations and services.

IN WITNESS WHEREOF, the CDA and Agency have executed this Modification Agreement as of the date first above mentioned.

CITY OF PIKEVILLE

BY: /s/ W.C. Hambley, M.D. (SEAL)
W.C. Hambley, M.D., Mayor

ATTEST:

/s/ Charles L. Huffman, Jr.
Charles L. Huffman, Jr. City Clerk

MODEL CITY DAY CARE CENTER, INC.,

/s/ Delphia Coleman Lockhart
Delphia Coleman Lockhart
DIRECTOR

APPROVED:

BY: Mary Lou Draughn /s/
Mary Lou Draughn, CDA Director

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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:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Commissioner Robert Amos, Jr. brought before the Commission a few items he felt might be of interest.

He commented on a letter that was sent to the City Manager from the Pike County Chamber of Commerce, concerning parking meters and fines. He felt that the language used in the letter could have been more appropriate.

Concerning the garbage trucks leakage of fluid - he felt something should be done to prevent it or they should at least stay off the sidewalks.

He felt that the sewer condition on Cline Street should be taken care of immediately and if the owners made no move, the Commission should give the owners 30 days to repair their sewer. If the sewer had not be repaired by then, the City should condemn the house.

He stated the need for the replacement of 5 sections of sidewalk between the Unemployment Office and the College Academy Building and felt the City Manager should check into this as soon as possible.

Commissioner Amos also stated that the residential area needed to be swept as well as the business district.

City Manager, Ayers Shortt brought before the Commission that the City needed to advertise for bid on two new garbage trucks, two service trucks and a steam cleaner.

Commissioner Thomas Howell made the motion to advertise for bid on 2 garbage trucks, 2 service trucks and a steam cleaner. Commissioner Willie Joe Meade seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Commissioner Willie Joe Meade asked the Commission if the school for the Police Officers had been discontinued. Mayor Hambley said as of the 1st of July it had been dropped.

The Commission approved age limit for the Firemen and Police Officers, which is not to exceed 40 years of age when hiring of a new employee.

Commissioner Willie Joe Meade made the motion to adjourn. Commissioner Robert Amos, Jr. seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Yes
	Thomas Howell	Yes
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

Meeting Adjourned.

APPROVED:

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

ATTEST:

CHARLES L. HUFFMAN, JR.
CITY CLERK