

MINUTES } CITY OF PIKEVILLE

REGULAR MEETING - AUGUST 25, 1975

At a regular meeting of the Board of Commissioners of the City of Pikeville, Kentucky, held in City Hall on August 25, 1975, at 7:30 P.M., the following members were present:

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

The meeting was called to order at 8:02 P.M.

The Assistant City Clerk read the minutes for the period of August 11, 1975. The minutes were approved as read without any additions or corrections.

City bills were presented in the amount of \$52,304.97. City Manager, Ayers Shortt, presented a gas bill from Roberts & Holcomb Enterprises in the amount of \$2,081.50.

Invoices Submitted for Payment
August 25, 1975

Ashland Petroleum Co.	\$	1,725.00
Ayers Shortt		243.76
A & S Service Station		32.70
Big Sandy Electric & Supply		23.37
Big Sandy Wholesale Co.		37.15
Bruce Walters Ford Sales, Inc.		241.82
Bob's Chain Saw Sales & Service		38.35
Bob's Tree Service		400.00
C.D. Jacobs		116.76
C & R Office Supply		419.02
Campbell Oil Tool, Inc.		665.50
Chaffin Hardwood Lumber Co.		1,376.78
Chrisman Insurance Agency, Inc.		291.00
City Utilities Dept.		10.97
Columbia Gas of Ky. Inc.		3,944.34
Columbia Gas of Ky. Inc. (1/6 of Minimum Billing)		4,246.08
Charlie's Hardware		7.18
Copper Sales, Inc.		385.00
Crane Deming Pumps		190.25
Cox Auto Parts Co., Inc.		3.37
Department of Education		77.90
Dudley Meadows		6.00
Elliott Glass & Electric Co.		150.15
Everett Johnson, Engineer		690.00
G.C. Murphy Co.		55.52
G.J. Robinson		9.92
General Service Station		2.50
Hobbs Ashland Service Station		1.90
Heath and Associates		15,400.00
Joe's Standard Service Station		133.88
John Perry Supply, Inc.		211.83
Johnson Motor Sales, Co., Inc.		103.57
J.C. Faulkner		54.13
J.T. Goggans Co., Inc.		112.50
Jet One-Hour Cleaners		7.00
Keene Garage		282.96
Kelsey Tire Company, Inc.		79.28
Kentucky Power Co.		4,980.92
Law Library		39.50
Lindsey and Elliott		1,764.50
Lula Parson		528.00
Larry Dotson		15.07
Means Service Center		712.76
Magic Mart, Inc.		16.65
Matthew Bender & Co., Inc.		32.50
National Cash Register Co.		211.20
Newshire Forms, Inc.		42.55
Orkin Exterminating Co., Inc.		30.00
Pauley Building Center, Inc.		188.17
Pike Automotive Supply, Inc.		14.23
Pike County News		43.48
Pikeville Hardware		282.20
Pikeville Ice Company		200.00
Pikeville Tire Company		13.25
Pikeville United Service Co.		104.73
Parts Associates, Inc.		89.50
Pikeville Ready Mix, Inc.		816.33
Riley and Scott Gas Co. - Park Well		396.00
R & G Company, Inc.		500.00
Reynolds - Phillips Tire Co.		47.09

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Reynolds and Reynolds Company	\$	26.88
Rowe and Company, Inc.		3,316.24
Scott - Gross Co., Inc.		82.84
Sears, Roebuck and Co.		34.55
South Central Bell Telephone Co.		439.83
Southern Meter & Supply Co., Inc.		178.01
Standard Oil Company		928.44
State Stone Company		130.85
Southern Mine Hydraulics, Inc.		157.50
Sutphen Fire Equipment Co.		39.93
T.E. Rogers & Sons		221.52
Two-Way Radio, Inc.		153.85
Thompson Truck & Equipment Co.		1,653.89
Tru-Line Service		253.17
Valley Insurance Agency, Inc.		199.00
Water Works & Industrial Supply Co.		856.24
Womwell Automotive Parts Co.		1.87
Xerox Corporation		738.39
Williamson Oil Company		45.90
Roberts & Holcomb Enterprises		2,081.50
TOTAL	\$	54,386.47

Commissioner Robert Amos, Jr. made the motion to approve the above invoices in the amount of \$54,386.47. 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-75-60 was presented and read entitled:

RESOLUTION AUTHORIZING EXECUTION OF
LEASE AGREEMENT BETWEEN THE CITY OF
PIKEVILLE AND THE URBAN RENEWAL AND
COMMUNITY DEVELOPMENT AGENCY OF
PIKEVILLE, KENTUCKY, PERTAINING TO
CERTAIN ANTICIPATED PARKING LOT PROPERTY
BETWEEN DIVISION STREET AND HUFFMAN AVENUE.

WHEREAS, the Urban Renewal and Community Development Agency of Pikeville, Kentucky has presented to the City of Pikeville a Lease Agreement whereby the City would lease certain Urban Renewal property lying generally between Division Street and Huffman Avenue opposit the C & O Railway tracts from the business section of Pikeville, and;

WHEREAS, the City Commission of Pikeville, Kentucky deems it of great priority to provide public parking facilities, which facilities could be provided by a Lease of the said property,

NOW, THEREFORE, the Mayor and City Clerk are hereby authorized to execute the said Lease between the City and the Pikeville Urban Renewal and Community Development Agency, and to bind the City to the terms thereof. Upon the final execution and approval of the said Lease, the appropriate City Officials are hereby directed to undertake such acts as are required by the City pursuant to the said Lease.

This 25th day of August, 1975.

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

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

Commissioner Robert Easton, seconded the Motion.

Upon roll call the vote was as follows:

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	<u>YES</u>	<u>NO</u>
W.C. HAMBLEY, M.D., MAYOR	<u>X</u>	—
ROBERT AMOS, COMMISSIONER	<u>X</u>	—
THOMAS J. HOWELL, COMMISSIONER	<u>X</u>	—
WILLIE JOE MEADE, COMMISSIONER	<u>X</u>	—
ROBERT EASTON, COMMISSIONER	<u>X</u>	—

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

LEASE

THIS AGREEMENT OF LEASE made and entered into this 25th day of August, 1975, by and between THE URBAN RENEWAL AND COMMUNITY DEVELOPMENT AGENCY of Pikeville, Kentucky, LESSOR and THE CITY OF PIKEVILLE, a municipal corporation, LESSEE.

WHEREAS, pursuant to development projects undertaken by it the Lessor has acquired certain property lying generally between Division Street and Huffman Avenue, opposite the Chesapeake and Ohio Railway tracts from the downtown portion of Pikeville, and being more particularly designated by it Parcels 23/13 through 23/25, inclusive, and;

WHEREAS, the Lessor feels that, pending the actual development of the said property, that its use would benefit the City of Pikeville, if the same were to be used as a parking facility, and;

WHEREAS, the Lessee is willing to undertake to relieve the Lessor of any obligations which may arise from its use of the said property,

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) DOLLAR per year, payable by the Lessee to the Lessor in advance, the Lessor does hereby lease unto Lessee Parcels 23/13 through 23/25 inclusive, lying between Division Street and Huffman Avenue, subject to the following terms and conditions:

1. The Lessee shall use the said property for public parking facilities.
2. The Lessee shall be responsible for the necessary grading, gravel surfacing, installation of meters or other collection devices, operation costs, insurance costs, and all other expenses occasioned by the Lessee's use of the said property as a parking facility.
3. Upon the Lessee's recovery from revenue for the said parking facility of the necessary costs borne by it in connection with the creation and operation of the said parking facility, any profit generated by revenues shall be returned to Lessor.
4. The Lessor, upon giving the Lessee thirty (30) days written notice, may have the immediate repossession of the said premises, within thirty (30) days of the receipt of such a notice.
5. Upon termination of this Lease, any equipment, fixtures, or improvements to the said property, not removable by the Lessee shall revert to and be the property of Lessor.
6. The Lessee shall hold the Lessor harmless from any and all claims of liability, including the defense of such claims, for alleged or actual damages to the persons or property of third parties arising out of Lessee's use and operation of the demised property. In this regard the Lessee shall maintain such public liability insurance as may be necessary to fully indemnify the Lessor.
7. The Lessee shall provide to Lessor, upon request, an accounting as to any receipts or expenditures in connection with the demised property.
8. It is expressly understood by the parties hereto that this Agreement is subject to approval by the Department of Housing and Urban Development.

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9. It is further understood by and between the parties hereto that certain of the property demised hereinabove has not been vacated by its former owners, the Condemnees; possession hereunder as to such tracts shall not be effected until such time as the premises are vacated.

WITNESS our hands the day and date first above written.

URBAN RENEWAL AND COMMUNITY
DEVELOPMENT AGENCY

BY: _____

ATTEST:

SECRETARY

CITY OF PIKEVILLE

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

ATTEST:

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

the above resolution. Commissioner Willie Joe Meade made the motion to adopt
Commissioner Bob Easton 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.

Robert Johnson donated the first dollar for the first years
rent on the Lease Agreement.

Resolution R-75-55 was presented and read entitled:

RESOLUTION APPROVING A CONTRACT
BY THE CITY OF PIKEVILLE FOR AND IN
BEHALF OF THE CITY DEMONSTRATION
AGENCY AND METHODIST HOSPITAL OF
KENTUCKY

Cooperative Nursing (Pilot Television) Project

The City Commission of the City of Pikeville deems it
advisable to approve a contract attached hereto and made a part hereof as Attachment
"A" in behalf of the City Demonstration Agency, contracting with Methodist Hospital
of Kentucky.

WHEREAS, it is necessary that this contract be approved in
order for Fourth Action Year funds not to exceed the amount of Fifty Five Thousand
(\$55,000) Dollars be released to the Contractor, Methodist Hospital of Kentucky
for operation of the Cooperative Nursing (Pilot Television) Project.

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

1. That a contract attached hereto and made a part hereof
as Attachment "A" between the City of Pikeville, City Demonstration Agency and
Methodist Hospital of Kentucky is hereby approved.

2. That the Mayor, W.C. Hambley, M.D., is hereby authorized
to subscribe and execute this contract 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 25th day of
August, 1975.

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

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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

CONTRACT FOR TECHNICAL OR PROFESSIONAL SERVICES

PART 1 - AGREEMENT

THIS AGREEMENT, entered into this 25th day of August 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 METHODIST HOSPITAL OF KENTUCKY, a corporation organized under the laws of the State of KENTUCKY, of the City of PIKEVILLE, State of KENTUCKY, (herein called the "Contractor").

WITNESSETH THAT:

WHEREAS, the City Demonstration Agency has entered into a contract with the United States of America for a grant for the planning and developing of a Comprehensive City Demonstration Program for a certain area (hereafter referred to as the "Model Neighborhood Area") pursuant to Title I of the Demonstration Cities and Metropolitan Development Act of 1966; and

WHEREAS, the City Demonstration Agency desires to engage the Contractor to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. (See Attachment A)
2. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed within 365 consecutive calendar days from the date of this contract.

3. Data to be Furnished to Contractor. All information, data, reports, and records and maps as are existing, available and necessary for the carrying out of the work as outlined above, shall be furnished to the Contractor without charge by the City Demonstration Agency and the latter shall cooperate with the Contractor in every way possible in the carrying out of the work without undue delay.

4. Compensation and Method of Payment. (See Attachment B)

In addition to the compensation provided above, the City Demonstration Agency will reimburse the Contractor monthly for travel and subsistence expenses in connection with the performance of the duties under this Contract as may be authorized by the City Demonstration Agency for travel outside the City of Pikeville.

The reimbursements authorized hereby shall not exceed the cost of travel in the lowest practicable class of service by common carrier, or the sum of N/A cents per mile if the travel is performed by privately owned automobile, and not to exceed N/A Dollars (\$ N/A). This reimbursement Contractor specifying that the expenses were incurred in connection with the performance of work under this Contract and that he is entitled to receive the amount requisitioned. The Contractor agrees to keep a record of expenses for travel and subsistence, which shall be opened to inspection by the City Demonstration Agency.

Maximum Compensation. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of Fifty-five thousand Dollars (\$55,000.00) for all of the services required.

5. Terms and Conditions. This agreement is subject to and incorporates the provisions attached hereto as Part II, Terms and Conditions (Form HUD - 7050 and 7051, dated 2-69) (Attachment C)

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6. Accounting and Financial Management Procedures for Operating Agencies (Attachment D).

7. Contract specifications included in the Resident Employment Plan resulting from compliance with CDA Letter 11 (Attachment E).

IN WITNESS WHEREOF the City Demonstration Agency and the Contractor have executed this Contract as of the date first above written.

THE CITY OF PIKEVILLE
CITY DEMONSTRATION AGENCY
BY: /s/ W.C. Hambley, M.D.
W.C. HAMBLEY, M.D., MAYOR

ATTEST:

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

CONTRACTOR

BY _____

TITLE

TITLE

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-75-57 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
METHODIST HOSPITAL OF KENTUCKY

Nursing Loans

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" and in behalf of the City Demonstration Agency contracting with The Methodist Hospital of Kentucky.

WHEREAS, it is necessary that this contract modification agreement be approved in order for Fourth Action Year Funds not to exceed the amount of Fifteen Thousand Dollars (\$15,000.00) be release to the Contractor, The Methodist Hospital of Kentucky, for operation of the Nursing Loans 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 Methodist Hospital of Kentucky 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 25th day of August, 1975.

Commissioner Robert Easton moved the adoption of the foregoing Resolution.

Commissioner Willie Joe Meade seconded the Motion.

Upon roll call, the vote was as follows:

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W.C. HAMBLEY, M.D., MAYOR	<u>YES</u>
ROBERT AMOS, COMMISSIONER	<u>YES</u>
THOMAS HOWELL, COMMISSIONER	<u>YES</u>
WILLIE JOE MEADE, COMMISSIONER	<u>YES</u>
ROBERT EASTON, COMMISSIONER	<u>YES</u>

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

CONTRACT MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this 25th day of August, 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 Methodist Hospital of Kentucky entered into the 23rd day of October, 1972 for the specific purpose of carrying out the Pikeville Model Cities Project identified as Project Number B-103D and described as the Nursing Loans Project

W I T N E S S E T H :

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 as such 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 June 30, 1976.
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 Thirty Five Thousand Dollars(\$35,000.00).
6. The CDA and Agency agree that the October 23, 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.

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CITY OF PIKEVILLE

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

ATTEST:

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

APPROVED:

BY
MARY LOU DRAUGHN, CDA DIRECTOR

Commissioner Bob Easton made the motion to adopt the above resolution. 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.

Resolution R-75-56 was presented and read entitled:

A RESOLUTION APPROVING A CONTRACT
BY THE CITY OF PIKEVILLE FOR AND IN
BEHALF OF THE CITY DEMONSTRATION
AGENCY AND CAULEY & COLLINS, CPA.

The City Commission of the City of Pikeville deems it advisable to approve a contract attached hereto and made a part hereof as Attachment "A" in behalf of the City Demonstration Agency contracting with Cauley & Collins, CPA.

WHEREAS, it is necessary that this contract be approved in order for Fourth Action Year Funds not to exceed the amount of Three Thousand Six Hundred Four Dollars (\$3,604.00) be released to the Contractor, Cauley & Collins, CPA, upon successful completion of the audit of the City Demonstration Agency (Model City Agency), and all unaudited projects through June 30, 1975.

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

1. That a contract attached hereto and made a part hereof as Attachment "A" between the City of Pikeville, City Demonstration Agency and Cauley & Collins, CPA, is hereby approved.

2. That the Mayor, W.C. Hambley, M.D., is hereby authorized to subscribe and execute this contract 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 25th day of August, 1975.

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

Commissioner Robert Easton seconded the Motion.

Upon roll call the vote was as follows:

MINUTES } CITY OF PIKEVILLE

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

YES
 YES
 YES
 YES
 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

CONTRACT FOR TECHNICAL OR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into this 25th day of August 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 Cauley & Collins, CPA, a corporation organized under the laws of the State of N/A, of the City of , State of (herein called the "Contractor").

WITNESSETH THAT:

WHEREAS, the City Demonstration Agency has entered into a contract with the United States of America for a grant for the planning and developing of a Comprehensive City Demonstration Program for a certain area (hereafter referred to as the "Model Neighborhood Area") pursuant to Title I of the Demonstration Cities and Metropolitan Development Act of 1966; and

WHEREAS, the City Demonstration Agency desires to engage the Contractor to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. (See Attachment A)
2. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed within 90 consecutive calendar days from the date of this contract.
3. Data to be Furnished to Contractor. All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined above, shall be furnished to the Contractor without charge by the City Demonstration Agency and the latter shall cooperate with the Contractor in every way possible in the carrying out of the work without undue delay.
4. Compensation and Method of Payment. (See Attachment B)
 In addition to the compensation provided above, the City Demonstration Agency will reimburse the Contractor monthly for travel and subsistence expenses in connection with the performance of the duties under this Contract as may be authorized by the City Demonstration Agency for travel outside the City of Pikeville.
 The reimbursements authorized hereby shall not exceed the cost of travel in the lowest practicable class of service by common carrier, or the sum of 15 cents per mile if the travel is performed by privately owned automobile, and not to exceed 25.00 Dollars per day for subsistence expenses; Provided, that the total reimbursement for travel and subsistence expenses shall in no case exceed the sum of One Hundred Dollars (\$100.00). This reimbursement Contractor specifying that the expenses were incurred in connection with the performance of work under this Contract and that he is entitled to receive the amount requisitioned. The Contractor agrees to keep a record of expenses for travel and subsistence, which shall be opened to inspection by the City Demonstration Agency.
Maximum Compensation. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of Three Thousand Six Hundred and Four Dollars (\$3,604.00) for all services required.
5. Terms and Conditions. This agreement is subject to and incorporates the provisions attached hereto as Part II, Terms and Conditions (Form HUD-7050 and 7051, dated 2-69) (Attachment C)

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6. Accounting and Financial Management Procedures for Operating Agencies (Attachment D).

7. Contract specifications included in the Resident Employment Plan resulting from compliance with CDA Letter II (Attachment E).

IN WITNESS WHEREOF the City Demonstration Agency and the Contractor have executed this Contract as of the date first above written.

THE CITY OF PIKEVILLE
CITY DEMONSTRATION AGENCY

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

ATTEST:

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

CONTRACTOR

BY _____

TITLE

TITLE

the above resolution. Commissioner Willie Joe Meade made the motion to adopt
Commissioner Robert Easton 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.

Robert Johnson, Director of Urban Renewal Agency, stated that they would be ready for public hearing on the Community Development River-Bed Fill Project and redevelopment of Chloe before the end of September if the boundary description on the Dills Cemetery is ready this week.

Resolution R-75-58 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
CITY OF PIKEVILLE

Open Space Development

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 City of Pikeville.

WHEREAS, it is necessary that this contract modification agreement be approved in order for Fourth Action Year funds not to exceed the amount of Eleven Thousand Four Hundred Sixty-Seven Dollars (\$11,467.00) be released to the Contractor, The City of Pikeville, for operation of the Open Space Development 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 City of Pikeville 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 25th day of August, 1975.

Commissioner Robert Amos, Jr. moved the adoption of the foregoing Resolution.

Commissioner Thomas Howell seconded the Motion.

MINUTES } CITY OF PIKEVILLE

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

CONTRACT MODIFICATION AGREEMENT

THIS AGREEMENT, entered into this 25th day of August, 1975, by and between The City of Pikeville for and in behalf of the Pikeville Model City Agency (herein call the "City Demonstration Agency") and is a modification of the agreement between The City of Pikeville (Pikeville Model Cities Agency) and The City of Pikeville entered into the 22nd day of October, 1973 for the specific purpose of carrying out the Pikeville Model Cities Project identified as Project Number A-701D and described as the Open Space Acquisition & Development.

W I T N E S S E T H:

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 as such 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 June 30, 1976.

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 One Hundred Thirty Thousand Four Hundred Sixty Seven Dollars. (\$130,467.00)

6. The CDA and Agency agree that the October 22, 1973 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.
W.C. HAMBLEY, M.D., MAYOR

ATTEST:

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

APPROVED:

BY: MARY LOU DRAUGHN, CDA DIRECTOR

MINUTES } CITY OF PIKEVILLE

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.

Resolution R-75-59 was presented and read entitled:

A RESOLUTION EMPLOYING A
SECRETARY FOR THE MODEL
CITY AGENCY

WHEREAS, The City Commission of The City of Pikeville recognizes the need to employ a full-time Secretary for the Model City Agency.

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

1. That Maretta Rowe be employed as a full-time Secretary for the Model City Agency at a salary of Four Hundred Fifty Dollars (\$450.00) per month, effective September 1, 1975.

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 25th day of August, 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

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.

The Commission accepted Blake Robinsons' resignation as Fiscal Officer for the Model Cities Office, effective the 1st of September, contingent on satisfactory completion of his tour of duty.

Model City bills were presented in the amount of \$1,293.56.

Xerox Corp.
City of Pikeville

Inv. No. 031304978	\$	174.00
Temporary Relocation		
Housing Req. #30		1,119.56
	\$	<u>1,293.56</u>

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

MINUTES } CITY OF PIKEVILLE

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.

Community Development bills were presented in the amount of \$138.76.

Markham Reproductions	Inv. No. 7897	10.82
Means Services	Serv. for August	9.05
Pike County News	Legal Ad (8/7)	21.11
South Central Bell	Serv. to 8/16/75	97.78
		<u>\$ 138.76</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:

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.

Mayor Hambley read the following letter from Charles L. Huffman, Jr., City Clerk.

TO: Pikeville City Commission and City Manager, Ayers Shortt

Gentlemen:

I understand that you are considering a pension plan for the Police and Fire Departments that would require as much as 5% of their payroll from City funds. Consequently, I feel that it is my duty to inform you that there are no available funds in the current budget allocated for this pension.

It is my opinion that you should delay action on this pension plan until funds are put into next years budget, at which time you should consider a pension plan that would cover all salary and full-time hourly employees who desire to participate in said plan.

Very truly yours,
/s/ Charles L. Huffman, Jr.

Charles L. Huffman, Jr.
City Clerk

After a lengthy discussion concerning the Pension Plan, the Commission felt they should go ahead and consider the plan for the Police and Fire Department. City Attorney, Larry Webster, stated that the Police Department budget was set up at 5% over last year's cost, and when you figure it up with the average salary being \$8,000.00 a year; the cost of the city would be \$5,600.00 a year.

Ordinance 1-75-011 was presented and read entitled:

ORDINANCE ADOPTING INDIVIDUAL RETIREMENT
ACCOUNT WITH LIFE INSURANCE COMPANIES
SELECTED BY EMPLOYEES AS MECHANISM FOR
PROVIDING RETIREMENT INCOME FOR CITY
POLICEMEN AND FIREMEN; ESTABLISHING
CRITERIA THEREFORE; AUTHORIZING PAYROLL
DEDUCTIONS THEREFORE; PROVIDING FOR
PAYMENTS BY CITY IN LIEU THEREOF TO
CERTAIN EMPLOYEES.

*Ordinance on file in Ordinance Book 2

Commissioner Robert Amos, Jr. made the motion to adopt the above Ordinance. Commissioner Willie Joe Meade 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.

Commissioner Robert Amos, Jr. made the motion to revise the budget to reflect the cost of the pension plan. 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 made the motion to change the effective date of the said Ordinance from September 1, 1975, to October 1, 1975. Commissioner Robert Easton 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.

Mayor Hambley stated that if anyone wants to be concerned about how the pension plan for the Police and Fire Departments came about, this was instituted in response to the 15% incentive pay for the Police Department, and the Police Department is actually sacrificing 5% on their side to the Fire Department as it balances out. It was between the two departments that this has been done and any consideration of any other types of pension within the city will have to come in for consideration with next years' budget. Next year on the salary employees there is a possibility that there can be a pension plan in lieu of a pay raise. In other words, whatever we contribute will constitute a pay raise.

City Manager, Ayers Shortt presented a list of streets and the number of street signs that were needed for each street. Each street sign will cost \$8.00. 90 street signs are needed, so the total cost would be \$720.00.

Commissioner Robert Amos, Jr. made the motion to purchase the 90 street signs. Commissioner Bob Easton 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.

Dr. Eric Johnson, Mountain Comprehensive Care, came before the Commission to ask them to draw up a lease between the City and them concerning property in Pauley Addition. Mountain Comprehensive Care would like to lease land from the city, which is located in Pauley Addition, so they would be able to place greenhouses in Pikeville for their Training Program in this area. The greenhouses would be a therapy program for the mentally disturbed.

Mayor Hambley asked the City Attorney to draw up a lease for the property in Pauley Addition with Mountain Comprehensive Care.

Resolution R-75-61 was presented and read entitled:

RESOLUTION AUTHORIZING EXECUTION
OF AGREEMENT BETWEEN CITY OF PIKEVILLE
AND THE ECONOMIC DEVELOPMENT
ADMINISTRATION, UNITED STATES OF AMERICA.

WHEREAS, as a prerequisite to the Economic Development Administration grant of \$390,400.00, to the City of Pikeville to assist in the financing of the construction or equipping of water and sewer collection lines within the City of Pikeville, certain terms and conditions are binding upon the

MINUTES } CITY OF PIKEVILLE

City of Pikeville, including a condition that the City of Pikeville, or a successor satisfactory to the Economic Development Administration will retain title to the project facilities and devote same to public purposes, and;

WHEREAS, Economic Development Administration has prepared, and the City Commission has considered an Agreement setting forth the covenant of the City of Pikeville to do do,

NOW, THEREFORE, the Mayor and City Clerk are hereby authorized to execute the Agreement dated June 6, 1975, between the Economic Development Administration, United States of America and the City of Pikeville whereby the project facilities enumerated therein are agreed to be kept public.

This 25th day of August, 1975.

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

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:

	<u>YES</u>	<u>NO</u>
W.C. HAMBLEY, M.D., MAYOR	<u>X</u>	—
ROBERT AMOS, COMMISSIONER	<u>X</u>	—
THOMAS J. HOWELL, COMMISSIONER	<u>X</u>	—
WILLIE JOE MEADE, COMMISSIONER	<u>X</u>	—
ROBERT EASTON, COMMISSIONER	<u>X</u>	—

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

A G R E E M E N T

This Agreement made the 6th day of June, 1975, by and between the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230, (hereinafter with its successors and assigns called "EDA"), and The City of Pikeville, Kentucky, whose address is Pikeville, Pike County, Kentucky, (hereinafter with its successors and assigns called the "Undersigned"):

WHEREAS, pursuant to application designated as EDA Project No. 04-01-00762, a request was made by the Undersigned for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (P.L. 89-136; 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated January 17, 1972, EDA offered a grant in the amount of \$390,400.00 to the Undersigned to assist in financing the construction or equipping of water and sewage collection lines (Hereinafter called the "Project Facilities") in Pikeville, Pike County, Kentucky, the location of which is more particularly described in Exhibit "A" which is attached hereto and made a part hereof, all or part of which Project Facilities will be to the use and benefit of the real property described in said Exhibit "A"; and

WHEREAS, on January 24, 1972 the Undersigned accepted the Offer of Grant subject to the "Standard Terms and Conditions: incorporated therein by reference; and

WHEREAS, pursuant to the aforesaid "Standard Terms and Conditions: and by virtue of its acceptance of the Offer of Grant, the Undersigned covenanted and agreed that it, or a successor satisfactory to EDA, will retain title to the Project Facilities for their useful life and that the Project Facilities will be devoted to public purposes; and

MINUTES } CITY OF PIKEVILLE

WHEREAS, it is desirable that the Undersigned's covenant be recorded in the appropriate public records affecting real property in Pike County, Kentucky, and thereby constitute notice to all persons of restrictions on title to and use of the Project Facilities;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and to assure that the benefits of the Project Facilities will accrue to the public as intended by both EDA and the Undersigned, the Undersigned hereby covenants and agrees as follows:

1. That, for the term specified in 2, below, the Undersigned will retain its title to the Project Facilities and its title to the real property upon which said Project Facilities are located, which real property is described in Exhibit "A" attached hereto and made a part hereof;

2. That the term for which the Undersigned agrees to retain its title to the Project Facilities and its title to the real property upon which the Project Facilities are located shall be for the useful life of the Project Facilities which has been determined to be 40 years from the date hereof;

3. That during the term specified in 2, above, the Project Facilities will be held for and be devoted to public purposes only; and

4. That the covenants and restrictions herein contained shall be real covenants and shall run with the land described in Exhibit "A" hereto; provided, however, that the Undersigned may, at its sole option, terminate the aforesaid covenants and restrictions at any time after the expiration of the term set forth in 2, above; provided further, however, that prior to the expiration of said term the covenants and restrictions may be terminated only with the prior written consent of EDA.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the day and year first above written by their duly authorized representatives.

ECONOMIC DEVELOPMENT ADMINISTRATION
UNITED STATES OF AMERICA

(SEAL)

BY: /s/ Charles E. Clesley
Southeastern Regional Director

ATTEST:

/s/ Charles L. Huffman, Jr.

City of Pikeville, Kentucky
Grantee/Borrower

Title City Clerk

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

WITNESSES:

Title Mayor

STATE OF GEORGIA)
COUNTY OF FULTON) SS

I, Peggy J. Nix, a Notary Public, do certify that on this day the foregoing instrument of writing between Economic Development Administration and City of Pikeville, Kentucky, was produced to me in my county by the parties and acknowledged and delivered before me by Charles E. Oxley, as Southeastern Regional Director of Economic Development Administration, to be the Act and Deed of said Economic Development Administration by him as its Southeastern Regional Director thereunto duly authorized.

Given under my hand and seal of office this 9th day of June, 1975.

/s/ Peggy J. Nix
Notary Public

MY COMMISSION EXPIRES:

April 9, 1976
(seal)

STATE OF KENTUCKY)
COUNTY OF PIKE) SS

I, Lawrence R. Webster, a Notary Public do certify that on this day the foregoing instrument of writing between Economic Development Administration and City of Pikeville was produced to me in my county by the parties and acknowledged and delivered before me by W.C. Hambley, M.D., as Mayor of City of Pikeville, to be the act and deed of said City of Pikeville by him as its Mayor thereunto duly authorized.

MINUTES } CITY OF PIKEVILLE

Given under my hand and seal of office this 25th day of August, 1975

/s/ Lawrence R. Webster
Notary Public

MY COMMISSION EXPIRES:

August 4, 1978
(Seal)

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.

The Commission asked the City Attorney to draw up a citizens petition for annexation of Yorktown, Harolds' Branch, Chloe and Ferguson Creek.

Commissioner Meade stated to the Commission that the City was 2-months behind on ordering new cruisers for the Police Department. They needed the new cruisers before the ones they are using now break down.

Commissioner Willie Joe Meade made the motion to authorize for bid on two (2) 1975 cruisers. 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.

Mayor Hambley stated that he wanted the old cruisers auctioned off instead of kept for junk cars.

Commissioner Robert Amos, Jr. made the motion to authorize for bid on a 40' X 100' metal building. Commissioner Willie Joe Meade seconded the motion.

Upon roll call the vote was as follows:

COMMISSIONER:	Robert Amos, Jr.	Yes
	Bob Easton	Absent (10:15)
	Thomas Howell	Absent
	Willie Joe Meade	Yes
MAYOR:	W.C. Hambley, M.D.	Yes

The motion carried.

Commissioner Robert Amos, Jr. made the motion to adjourn. 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

Meeting Adjourned.

APPROVED:

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

ATTEST:

CHARLES L. HUFFMAN, JR. CITY CLERK