

May 2, 1967

The regular meeting of the City Council was held in the Municipal Court Room on May 2, 1967 at 7:30 P.M. with Mayor Flanary presiding.

Present: V.O. Flanary, C.W. Bryant, R.L. Collins, S.H. Neeley, Jr.

Also Present: David B. Norman, City Manager & Robert Stump, Attorney

Absent: G.E. Hunnicutt

Minutes of the previous meeting were read and approved.

Mr. R.S. Kidd, representing Greater Norton, Inc., appeared before Council requesting additional assistance of Police Department regarding crime prevention. Council assured Mr. Kidd that consideration would be given this matter in the proposed budget. #4007

Mr. Brummitt and Mr. Sheets appeared before Council regarding extension of sewer line to their property on 11th Street, N.E. After discussion of this matter, the City Manager was instructed to check into this and see what can be worked out. #4008

Mr. Ralph Blevins appeared before Council inquiring as to status of his requests of the previous meeting. #4009

1 * Refund of Merchant's License

2 * On motion by C.W. Bryant, seconded by R.L. Collins and carried by unanimous roll call vote, Council moved that three-quarters of Norton Service State Merchant's License be refunded due to cancellation of Mr. Blevins' lease.

2 * Sewer easement * Tabled until next Council Meeting. #4010

3 * Drain Pipe #4011

On motion by S.H. Neeley, seconded by C.W. Bryant and carried by unanimous roll call vote, Council moved that the City furnish 36 foot of 24" pipe to Mr. Blevins to place in the drain ditch.

Chief Polly reported to Council on recent breakins in the City of Norton. #4012

On motion by S.H. Neeley, seconded by C.W. Bryant and carried by unanimous roll call vote of those present, the following resolution was passed: #4013

BE IT RESOLVED by the City Council of the City of Norton, Virginia, that Vernon O. Flanary, the Mayor of the City of Norton, be and he hereby is given the authority to sign and execute on behalf of the City of Norton, two contracts between the City of Norton, and New York Mining and Manufacturing Company, Inc., and Wise Coal & Coke Company, Inc., pursuant to the terms, conditions and agreements, which will appear in the said contracts, which are attached hereto and made a part hereof of this resolution.

The resolution was submitted to a vote of the Council and all four (4) members present of the Council unanimously voted for the resolution. The Mayor declared the resolution passed.

THIS CONTRACT OF OPTION TO PURCHASE REAL ESTATE. Made this 2nd day of May, 1967, by and between NEW YORK MINING AND MANUFACTURING COMPANY, INCORPORATED, party of the first part, and CITY OF NORTON, VIRGINIA, party of the second part.

W I T N E S S E T H :

That the said party of the first part, its heirs, executors, administrators and assigns in consideration of the sum of ONE (\$1.00) DOLLAR cash in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does hereby give and grant to the said party of the second part, its heirs, and assigns, for the purpose of maintaining a trash dump thereon, the exclusive option, right and privilege to purchase on or before June 1, 1967, at the rate of \$1.00 per acre, all that certain real property belonging to the party of the first part and briefly described as follows:

Beginning at Virginia State Highway No. 23, and lying approximately one mile west of the incorporated limits of the City of Norton in the Lick Branch area, Gladeville Magisterial District, Wise County, Virginia, containing approximately twenty to thirty acres, more or less. A more accurate and positive survey of the boundary lines of the above described real estate is being prepared by the party of the first part and shall be incorporated into a formal deed between the parties hereto.

Furthermore, the said party of the first part, its heirs and assigns, for the consideration hereinabove set forth, agrees to give and grant to the party of the second part, its heirs and assigns, an easement of right of way, consisting of thirty feet in width, for the purpose of ingress and egress on the present jeep trail or road right of way for a distance of approximately 1500 feet from Virginia State Highway No. 23 to the trash dump site, as above described. It is agreed and understood between the parties hereto that the party of the second part shall have the right to repair, improve and maintain the said jeep trail or road right of way. A more accurate and positive survey of the boundary lines of the above described easement is being prepared by the party of the first part and shall be incorporated into the formal deed between the parties hereto.

The party of the first part waives and releases any claim for pollution of the streams, if any, affected, and releases all claims for a nuisance now or heretofore created by said trash dump and all incidentals arising therefrom, such as odors, flies, smoke, etc.

The said party of the first part covenants that is possessed of the said real estate and easement of right of way and has full right, power and authority to execute this option contract, and that should the party of the second part exercise the option, right and privilege hereby granted, the said real property shall, upon settlement hereunder, be conveyed to the party of the second part by good and sufficient deed with general warranty of title, free and clear of any liens or encumbrances.

THIS CONTRACT AND AGREEMENT, Made this the 2nd day of May, 1967, by and between WISE COAL AND COKE COMPANY, INCORPORATED, party of the first part, and THE CITY OF NORTON, VIRGINIA, party of the second part, and NEW YORK MINING AND MANUFACTURING COMPANY, INCORPORATED, party of the third part.

W I T N E S S E T H :

I.

WHEREAS, Wise Coal & Coke Company, Incorporated, is the present owner of 3,000 feet, more or less, of water pipe lines, including four inch, two inch, and 1 -1/4 inch water pipe lines, which are located in the immediate Dorchester area near the City of Norton, Virginia, and which said water pipe lines begin at the end or termination point of the present six inch line, which is approximately 100 feet east of Powell River and 1,000 feet north of the Old Dominion Power Company sub-station and travels underneath the ground to a point at the present meter near the Kedric Adams store, and continuing in a northeasterly direction paralleling the Interstate Railroad to the approximate location of the present main office building of Wise Coal & Coke Company, Incorporated, thence in an easterly direction across Powell River to two houses on Route 621.

Therefore, for the consideration which is hereinafter set forth Wise Coal & Coke Company, Incorporated, hereby grants, bargains, and conveys the above described and installed water pipe lines to the City of Norton.

It is further understood between the parties hereto that the City of Norton shall have the right of easement over the above described water pipe lines to repair, replace, improve and maintain the 3,000 feet, more or less, of water pipe lines above described, and all rights incidental thereto.

II.

Wherefore, in consideration of the conveyance of the above described water pipe lines by Wise Coal & Coke Company, Incorporated, to the City of Norton, the City of Norton agrees to install five meter installations and install five water taps to houses presently located in the Dorchester area, and Wise Coal & Coke Company, Incorporated, hereby agrees to pay for the five water meter installations, at a rate of \$150.00 per installation. It is further understood and agreed between the parties hereto that the said water meters should be installed on or before June 1, 1967.

III.

In further consideration hereto the City of Norton agrees that it will make water available to home owners in the Thackers Branch area and shall charge the customers served on the basis of rates charged to out of town customers beginning at a point at the termination of the present six inch line, which said point is located approximately 100 feet east of Powell River and 1,000 feet north of the Old Dominion Power Company substation and extending into the Thackers Branch area up to and including the Charles Adams house, extending a distance of approximately 4,000 feet, more or less, from the point of beginning to the Charles Adams house.

It is further understood between the parties hereto that the purchase of water will be made available, if requested, to four houses, which are located in a northwesterly direction from the junction of State Highway Route #621 and the road leading into the Thackers Branch area.

In consideration of the above installation of water meters and the making available of water to the above described houses by the City of Norton, Wise Coal & Coke Company agree and shall convey to the City of Norton, 4,000 feet of two-inch galvanized pipe lines.

It is further understood and agreed between the parties hereto that New York Mining & Manufacturing Company, Incorporated, the land holding company for Wise Coal & Coke Company, Incorporated, has entered into this agreement for the express purpose of giving, granting and conveying all the necessary easements on its real property, wheresoever located, in the general area above described to the City of Norton, Virginia, for the express purpose of providing and installing the above described water meters, water taps, and it further grants to the City of Norton the right of access, the right to repair, maintain and improve the above described water pipe lines, water meter installations, and water taps to the above described houses in the Thackers Branch area.

Attorney Stump presented request of Wilmot Jones, Vice President of New York Mining & Mfg. Co. that a committee be appointed to be present at time survey is made of the proposed property for garbage dump. #4014

The City Manager, Mayor and Councilman Bryant were appointed as this committee.

Mayor Flanary advised Council of letter received from Attorney McAfee regarding sale of car tags. The City Manager advised Council that this matter has been taken care of. #4015

Mr. Norman reported to Council on his trip to Richmond on April 26th regarding Comprehensive Planning for City of Norton. #4016

Mr. Norman presented request of citizens of Round Town Section for 6" water line. Matter referred to City Manager to work in with proposed budget. #4017

Councilman Collins inquired as to whether City has spray equipment or not. The City Manager advised that the City does not have this kind of equipment. #4018

Council instructed the City Manager to inquire as to cost of such work to be done.

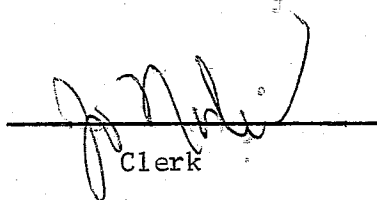
Council agreed to have budget meeting Wednesday Night, May 3rd at 7:00 P.M. #4019

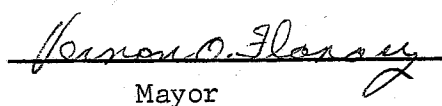
Councilman Bryant presented request of Knights-Templers concerning parking on May 11th, 12th & 13th while holding their convention in Norton. Matter referred to City Manager and Chief of Police. #4020

Councilman Neeley presented request of Kiwanis Club to hold annual pancake breakfast on May 27th on 7th Street between Park Avenue and Federal. #4021

Mayor Flanary reported on progress of Flag Rock Road. #4022

There being no further business to come before the Council, same adjourned.


Clerk


Mayor