

MINUTES } CITY OF PIKEVILLE

At a regular meeting of the Common Council of the City of Pikeville, Ky., convened and held in the City Hall on the 18th day of January, 1927, the following were present, Mayor, J.P. Marrs, Councilmen, A.J. Akers, Millard Burke, L.A. Duty, S.H. Fields, and S.M. Hereford.

The minutes of the Council meeting held on January 4th, 1927, are read and approved by the Council.

On motion of S.H. Fields, duly seconded and carried, the City Clerk, is directed to issue a Voucher on the Water fund to the Kentucky & W.Va. Power Co., for power furnished by them to the Water Department, have same properly signed by the Mayor, attested by the Clerk, and deliver said voucher to the office of the Kentucky & W.Va. Power Co., on or before the 10th day of each month.

The Committee appointed to consider and report on the claim of the Mountain Water Co., Pikeville Ice Co., and the Sandy Valley Light & Power Co., asking for an exoneration on taxes wrongfully assessed against them for the years of 1922, 23, and 24, makes its written report to the council, which report is accepted approved and ordered filed and spread at large on the Minute Book of this council.

"Said reports are as follows".

"WHEREAS The Pikeville Ice Company has been erroneously assessed for the years 1923 and 1924, on certain property exempt from local taxation for city and city school purposes, and tax tickets having been made up from said erroneous assessments, in the sum of \$207.00 for the year 1923 and \$483.01 for the year 1924, and

WHEREAS, the Board of Council has appointed a committee together with the City Attorney, to investigate the status of said assessments and tax tickets, and having made its report to the Board of Council,

IT IS THEREFORE ORDERED that said Pikeville Ice Company be and it is hereby exonerated on the said tax tickets, as follows: In the sum of \$124.50 for the year 1923, and pay the sum of \$82.50, in full of City and City School taxes for said year 1923; and be exonerated in the sum of \$340.01 for the year 1924, and pay the sum of \$143.00 in full of City and City School tax for said year, 1924.

A copy of this order will be certified to the City Collector as his receipt in settlement of said tax as above stated.

On payment of the above named amounts shall be in full of all taxes for City and City School purposes prior to and including the year 1924. "

WHEREAS, The Sandy Valley Light and Power Company has been erroneously assessed for the years 1923, on certain property exempt from local taxation, for city and city school purposes, and tax tickets having been made up from said erroneous assessments, in the sum of \$300.00 including tangible and intangible property, and

WHEREAS, the Board of Council has appointed a committee together with the City Attorney to investigate the status of said tax tickets and assessments and said Committee having made its report to the Board of Council, it is therefore ordered that said Sandy Valley Light & Power Co., be and it is hereby exonerated on said tax tickets as follows:

In the sum of \$276.90 in the aggregate on all tax claimed for said year and it pay the sum of \$60.60 in full of all tax, tangible and intangible for said year, 1923.

A copy of this order will be certified to the City Collector as his receipt in settlement with the Board of Council for said year.

On payment of the above sum shall be in full for all tax for City and City School purposes prior to and including the year 1924.

WHEREAS, The Mountain Water Company has been erroneously assessed for the years 1922, 1923 and 1924, on certain property exempt from local taxation, and tax tickets having been made up from said erroneous assessments in the sum of \$150.00, for the year 1922, \$300.00 for the year 1923 and \$187.50 for the year 1924, including tangible and intangible property, and

WHEREAS, The Board of Council has appointed a committee together with the City Attorney to investigate the status of said tax tickets, and said Committee having made its report to the Board of Council,

IT IS THEREFORE ORDERED, that the said Mountain Water Company be and it is hereby exonerated on said tax tickets as follows; in the aggregate sum of \$581.25 and pay the sum of \$56.25 in full of all taxes for City and City School purposes for the years above named, and upon payment of said sum, shall be in full for all tax prior to and including the year 1924.

A copy of this order shall be certified to the City Collector which shall be his receipt on settlement with the Board of Council.

S.M. Hereford moved that K.F. Keathley, Special Tax Collector of taxes for the years 1922, 23 and 24, be exonerated in the sum of Eighty Three (83) cents, the difference on tax tickets of the Cumberland Telephone Co. for the three years, being an overcharge against them, and the Tax Collector will be given credit for this amount in his settlement with the City for said sum. Said motion being duly seconded, and carried unanimously.

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Councilman, S.H. Fields, presented a CONTRACT OF RENTAL, on a lot on Grace Avenue in the City of Pikeville, Kentucky, of date, January 18th, 1927, signed by J.S. Cline, providing for the erection of a fire station thereon, and moved the acceptance of said Contract of Rental by the City Council for and on behalf of the City of Pikeville, Kentucky. Councilman, S.M. Hereford, moved that the clause in said Contract agreeing that the Party of the first part may have the right of cancelling this contract by paying the city the cost of the construction of said Fire Station less 4% per year for depreciation, be stricken from said contract, and upon Roll Call on said motion to strike said clause, the vote was as follows:

A.J. Akers	Not voting	S.H. Fields	No
Millard Burke	Not Voting	S.M. Hereford	Yes
L.A. Duty	No	E.M. Hatfield	Absent.

A majority of those present and voting having voted against said motion, the Mayor declared said motion lost,

Thereupon S.H. Fields called for a vote upon the Contract as presented in his original motion, which vote upon roll call was as follows:

A.J. Akers	Yes	S.H. Fields	Yes
Millard Burke	Yes	S.M. Hereford	No
L.A. Duty	Yes	E.M. Hatfield	Absent.

A majority of those present and voting having voted in favor of said motion to accept said Contract of Rental, the Mayor declared said motion carried and said Contract accepted.

"Said Contract is as follows to-wit:"

"

CONTRACT OF RENTAL

THIS AGREEMENT made and entered into this the 18th day of July 1926, by and between J.S. Cline party of the first part and the City of Pikeville, party of the second part.

WITNESSETH: That the party of the second part has this day leased of J.S. Cline, party of the first part, for a period of seven years a certain parcel of land fronting on Grace Avenue adjoining the City Hall and O.A. Stump's property, approximately 20 x 40 feet, the ground rental to be paid \$100.00 per year, payable monthly, as a further consideration said City agrees to erect on said lot the first story of a building of Concrete Blocks, at its sole cost and expense and as a further consideration, agrees that party of the first part free of rent is entitled to a one car garage in said building and it agree s to construct and equip same in the usual way for a one car Garage and to be separate from the City's part of said first story in said building. As a Furthe consideration for the ground rental and occupancy by party of the second part at the termination of said lease to-wit; 7 years the building and the improvement placed thereon to be the property of the first party. Should party of the first part at any time after one year sell said property or desire to build himself, party of the first part is granted the privilege of cancelling this lease by paying said City as follows:

At one year 85-8/10 per cent; At 2 years 71-5/10 per cent; At 3 years 57-2/10 per cent; at 4 years 42-9/10 per cent; At 5 years 28-6/10 per cent; At 6 years 14-3/10 per cent of the cost of said building less 4% per year for depreciation.

Neither party to so occupy their respective parts of said building so as to annoy the other or conduct same so as not to create a nuisance.

IN WITNESS WHEREOF, the parties of the first and second part have hereunto subscribed their names.

This the 18th day of January 1927.

ATTEST:

J.E. Sanders,
City Clerk.

J.S. Cline
CITY OF PIKEVILLE, KY.
By J.P. Marrs
Mayor, City of Pikeville, Ky.

The Committee appointed to consider the advisability and necessity of purchasing a Typewriter (Broad Carriage) for the use of the City Clerk, reports to the Council and recommends that a Broad Carriage Typewriter be purchased by the City Clerk, not to exceed in cost \$107.50, and that the City Clerk proceed to copy all Ordinances which are in force and not on record in any Ordinance Book, into an Ordinance Book purchased by the City for this purpose. Councilman S.M. Hereford moved that said report and recommendation of the said Committee be accepted and approved by the Council and said motion being duly seconded, and upon roll call, the vote was as follows:

A.J. Akers	Yes	S.H. Fields	Yes
Millard Burke	Yes	E.M. Hatfield	Absent
L.A. Duty	Yes	S.M. Hereford	Yes

A majority having voted in favor of said motion, the Mayor declared said motion carried and said Report accepted and approved and adopted.

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J.E. Stanley, Jailer of Pike County, presented claim against the City of Pikeville, Kentucky, for dieting and lodging City Prisoners, and after hearing evidence on said claim, Councilman S.M. Hereford moved that the said J.E. Stanley be allowed the sum of \$134.70, being for dieting and lodging City Prisoners, in the Pike County Jail, from October 18th, 1926, to December 31st, 1926, and said motion being duly seconded, and upon roll call, carried unanimously.

Green Charles appeared in open Council and offered his own evidence in support of the claim, asking the city for a rebate on Street Paving, assessed against him, on the lower end of Main Street and Scott Avenue, and after hearing the evidence produced by Mr. Charles, on motion made seconded and carried, the further consideration of this claim is passed until the next regular meeting of the council.

Councilman, S.M. Hereford, introduced an Ordinance entitled "AN ORDINANCE REGULATING THE PARKING OF MOTOR VEHICLES ON SECOND STREET BETWEEN HUFFMAN STREET AND PIKE AVENUE IN THE CITY OF PIKEVILLE, KENTUCKY, AND PROVIDING A PENALTY THEREFOR", and moved the adoption of said Ordinance by the City Council, and said motion being duly seconded by S.H. Fields, and upon roll call the vote was as follows:

A.J. Akers,	Yes	S.H. Fields	Yes
Millard Burke	Yes	E.M. Hatfield	Absent
L.A. Duty	Not voting	S.M. Hereford	Yes

A majority having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted.

Jerry Robinson appeared in open Council and stated that he had been assessed by the City of Pikeville, Kentucky, for the year 1926, on \$2650.00 in notes, for city purposes; that said assessment was erroneously made, and ask that he be exonerated or refunded the amount of taxes which he had paid on this valuation for the year 1926, and upon motion duly made and second and carried, it is ordered that the City Clerk, issue to Mr. Jerry Robinson, a voucher covering the amount of taxes paid by him on a valuation of \$2650.00, representing notes, for the year 1926.

On motion of S.M. Hereford, duly seconded and carried, the claim of the Deputy Revenue Collector Mr. Vanhose, against the City of Pikeville, Ky., for Revenue stamps, that should be placed on the deed executed by T.N. Huffman to the City of Pikeville, Kentucky, in the sum of \$6.00 is disallowed.

On motion of S.M. Hereford, duly seconded by S.H. Fields, and carried, it is ordered that Will Prater be exonerated from paying a poll tax to the city of Pikeville, Kentucky, for the year 1926, for the reason that he had moved his residence from said City in 1925, and the said Will Prater will present this order or a copy thereof to the Tax Collector, and the Collector will credit his ticket with the amount charged against him as poll tax for the year 1926.

The settlement made by the City Clerk, with the Supt. of the Water Dept. for the month of November, 1926, is presented and read in open council, and upon motion made seconded and carried, said settlement is approved and ordered filed.

Councilman A.J. Akers moved that Sidney Trivette, Commissioner of Motor Transportation for the City of Pikeville, Ky., be and he is hereby empowered and directed to return any money that he received from any Taxi-Driver, or Bus-Operator by reason of a City Ordinance regulating the operation of taxi-cabs and busses in the City of Pikeville, Kentucky, and the reason for this being done is the non-enforcement and lack of protection given taxi-cabs and busses who have paid the regular license fees as prescribed by the above named ordinance, and said motion being duly seconded by Millard Burke, upon roll call the vote was as follows:

A.J. Akers	Yes	S.H. Fields	Yes
Millard Burke	Yes	S.M. Hereford	Yes
L.A. Duty	Yes	E.M. Hatfield	Absent.

A majority having voted in favor of said motion, the Mayor declared said motion carried. And it is so ordered.

Ordered That:

The Eastern Kentucky Home Telephone Co. be allowed the sum of \$2.00 for telephone service for City Hall, for the month of November, 1926.

ORDERED THAT:

T.N. Huffman Coal Company be allowed the sum of Three (\$3.00) Dollars, for one load of coal furnished City Hall, as per bill rendered.

ORDERED THAT:

Earl and John Scott be allowed the sum of Three (\$3.00) Dollars, for one load of coal for Fire Station, ordered by Jude Williamson, as per bill rendered.

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- ORDERED THAT:
Earl and John Scott be allowed the sum of Nine (\$9.00) Dollars, for buying valve for sweeper and for three hours labor of man installing same, as per bill.
- ORDERED THAT:
Cumberland Publishing Co., be allowed the sum of \$4.50, balance on bill against City, for the year 1926, in full for all work performed for them, as per bill.
- ORDERED THAT:
The Bradley & Gibling Company be allowed the sum of One Hundred Seventy Two and 05/100 (\$172.05) Dollars, for Voucher Book, loose leaf minute book, Bail Bond Book, Attachment Bond Book, Replevin Book, and Monthly Report of Chief of Police and City Judge, as per bills rendered.
- ORDERED THAT:
Edward Griffith be allowed the sum of Two and 62/100 (\$2.62) Dollars, for 3/4 days work, as helper to City Engineer.
- ORDERED THAT:
W.T. Griffith be allowed the sum of Seventeen and 50/100 (\$17.50) Dollars for 1 and 3/4 days work as City Engineer on Field work on west end of Scott Avenue pavement.
- ORDERED THAT:
Walter Hatcher be allowed the sum of Fifty (\$50.00) Dollars, as premium on bond of Walter Hatcher, City Treasurer, for the year 1927.
- ORDERED THAT:
Kentucky Wholesale Company be allowed the sum of Three and 35/100 (\$3.35) Dollars, for one case of thistle soda, for Fire truck, as per bill of 1-17-27.
- ORDERED THAT:
J.C. Williamson, be allowed the sum of Nine and 07/100 (\$9.07) Dollars, for Flue arms, flue base and 125 brick &c., as per bill of January 6th, 1927. for fire station.
- ORDERED THAT:
Home Furniture Co., be allowed the sum of sixty five cents, for window shade for fire station as per bill of January 6th, 1927.
- ORDERED THAT:
Jno. A. McCowan, be allowed the sum of Two and 80/100 (\$2.80) Dollars, for 10 gallons of gasoline for fire truck, as per bill of January 11th, 1926.
- ORDERED THAT:
Call Bros. Hdwe. Co. be allowed the sum of One and 95/100 (\$1.95) Dollars, for Coal Hod, shovel and poker and fuse plugs for fire station, as per bill rendered.
- ORDERED THAT:
Foster Thornburg Hdwe. Co. be allowed the sum of Seventen and 24/100 (\$17.24) Dollars, for Stove, mattress and globes furnished fire station, as per bill of January 5th, 1927.
- It appearing that there is an error to the extent of Twenty Two and 50/100 (\$22.50) Dollars per month in certain warrants heretofore issued by the City of Pikeville to Kentucky and West Virginia Power Company, Incorporated; and that the warrants issued as hereinafter enumerated are Twenty-Two and 50/100 (\$22.50) Dollars per month too great; said Kentucky and West Virginia Power Company, consenting thereto, is directed to present warrants to the Treasurer for cancellation, and the Mayor and Clerk will issue proper warrants in lieu thereof and deliver said substituted warrants to the Treasurer to be exchanged by the Treasurer for the old warrants. The substituted warrants are each to bear interest from the date of the old warrants, and the enumeration of the substituted warrants and the warrants for which they are substituted is as follows: to-wit:
- Warrant for \$309.38 with interest from June 9th, 1925, in lieu of Warrant No. 1542 dated June 9th, 1925, for \$331.88.
- Warrant for \$309.38 with interest from June 9th, 1925, in lieu of Warrant No. 1543 dated June 9th, 1925, for \$331.88.
- Warrant for \$309.38, with interest from June 9th, 1925, in lieu of Warrant No. 1544, dated June 9th, 1925, for \$331.88.
- Warrant for \$309.38, with interest from ~~June 9th~~ August 4th, 1925, in lieu of Warrant No. 1571, dated August 4th, 1925, for \$331.88.
- Warrant for \$309.38, with interest from August 4th, 1925, in lieu of Warrant No. 1572, dated August 4th, 1925, for \$331.88.

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Warrant for \$309.38, with interest from October 8th, 1925, in lieu of
Warrant No. 1597, dated October 8th, 1925, for \$331.88.
Warrant for \$309.38, with interest from October 8th, 1925, in lieu of
Warrant No. 1598, dated October 8th, 1925 for \$331.88.
Warrant for \$309.38 with interest from October 8th, 1925, in lieu of
Warrant No. 1598 dated October 8th, 1925, for \$331.88.
Warrant for \$309.38 with interest from December 1st, 1925, in lieu of
Warrant No. 1657 dated December 1st, 1925, for \$331.88.
Warrant for \$309.38 with interest from January 29th, 1926, in lieu of
Warrant No. 1708 Dated January 29th, 1926, for \$331.88.
Warrant for \$309.38, with interest from December 1st, 1925, in lieu of
Warrant No. 1658 dated December 1st, 1925, for \$331.88.
Warrant for \$309.38 with interest from February 1st, 1926, in lieu of
Warrant No. 1709 dated February 1st, 1926, for \$331.88.
Warrant for \$140.32 with interest from May 8th, 1926, in lieu of Warrant
Nq. 1779, dated May 8th, 1926, for \$162.82.
Warrant for \$309.38, with interest from June 2nd, 1926, in lieu of
Warrant No. 1806, dated June 2nd, 1926, for \$331.88.
Warrant for \$309.38, with interest from July 1st, 1926, in lieu of
Warrant No. 1829, dated July 1st, 1926, for \$331.88
Warrant for \$309.38, with interest from August 2nd, 1926, in lieu of
Warrant No. 1842, dated August 2nd, 1926, for \$331.88.
Warrant for \$309.38 with interest from September 7th, 1926, in lieu of
Warrant No. 1871, dated September 7th, 1926, for \$331.88.

It is further agreed between the City of Pikeville and Kentucky & West Virginia Power Company that the judgment rendered in favor of Kentucky & West Virginia Power Company and against the City of Pikeville in the Pike Circuit Court on the 18th day of April, 1925 and appearing in Order Book No. 25, page 447, is subject to a credit for \$22.50 per month for the twenty months light bill represented by said judgment, or the sum of \$450.00 for said period of time and the interest on said sum of \$450.00 from the date of the issual of warrants for said months up to the date of said judgment being \$20.67, making a total of interest and principal of \$470.67. Said judgment is to be credited with \$470.67 as of the date of the entry of said judgment, to-wit: April 18th, 1925.

KENTUCKY & WEST VIRGINIA POWER COMPANY
BY S.T. Preston
Assistant District Manager.

On motion made seconded and carried, Council is adjourned until the next regular meeting time, February 1st, 1927.

ATTEST

J. E. Bonds
City Clerk.

APPROVED

Mayor

Mayor
J. P. McLean