

## MINUTES } CITY OF PIKEVILLE

After informal discussion, O. T. Hinton, City Attorney, was directed to contact the proper officials of the C. & O. Railway Company regarding the acquisition of the freight depot property and possibly the passenger depot property, disposition of which it is understood the Railway Company is now considering.

Announcement was made to the Mayor of the sudden death of Mrs. W. E. Butcher, wife of the City Manager. The following Resolution was offered:

RESOLVED that the City Clerk be directed to send a \$25.00 floral offering to the family of W. E. Butcher in the name of the officials and employees of the City of Pikeville to express the condolence and sympathy of each member of the City Administration to the highly esteemed City Manager and his family.

Commissioner Ulan Taylor moved the adoption of the foregoing Resolution. Commissioner Frederick W. Baker seconded the motion. Roll call was as follows:

Mayor:	W. C. Hambley, M. D.	Yes
Commissioners:	Frederick W. Baker	Yes
	Harry Hobson	Yes
	Kermit Sexton	Yes
	Ulan Taylor	Yes

There being no further business, the meeting was adjourned.

APPROVED

Ulan Taylor  
MAYOR:

ATTEST:

Charles L. Huffman  
CITY CLERK

At a regular meeting of the Board of Commissioners of the City of Pikeville, Kentucky held in the Starlite Bowling Center on November 13, 1964 at 7:30 P. M., the following members of the Board were present.

Mayor:	W. C. Hambley, M. D.
Commissioners:	Frederick W. Baker
	Harry Hobson
	Ulan Taylor

The following Resolution was offered by Mr. W. E. Butcher, City Manager:

RESOLUTION

RESOLVED that after extended discussion and consideration, it has been deemed advisable and to the best interest of the City to agree to furnish the Mayo Village Water system water under terms and conditions set forth in a contract prepared by O. T. Hinton, City Attorney, which contract has been presented, read and considered and is attached to and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk be and they are hereby authorized and directed to enter into said contract and execute the same for and on behalf of the City of Pikeville.

The contract in question is copied and made a part of this Resolution and is as follows:

CONTRACT

This CONTRACT, made and entered into this 19th. day of November 1964, by and between the City of Pikeville, Kentucky, a municipal corporation hereinafter called THE CITY, and MAYO VILLAGE WATER WORKS, INC., a corporation of Pike County, Kentucky, hereinafter called WATER COMPANY.

WITNESSETH:

WHEREAS, the WATER COMPANY is the owner of and operates a water system as a public utility company, supplying water service



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to residents and businesses in the area extending from a point about .7 miles south of the City Limits of Pikeville on U. S. 23 to a point about 2.5 Miles south of the City Limits on U. S. 23, and desires to purchase water at a wholesale rate to supply its customers connected with its water system and is now using about 1,200,000 gallons per month for that purpose, and

WHEREAS, THE CITY is the owner and operator of a modern water supply system which manufactures water for public service use which has a capacity of about 1,500,000 gallons per day and is now using on an average of about 500,000 gallons per day and can produce any excess above its requirements and within its capacity at a comparatively low cost,

NOW, THEREFORE, in consideration of the premises, it is mutually agreed between the parties that THE CITY will furnish the WATER COMPANY at a connection to be made at the southern limits of the City on U. S. 23 filtered water of the kind and quality used in its system in such quantities as may be needed to supply the WATER COMPANY system upon the following terms and conditions:

PRICE. The price shall be 25¢ per 1,000 gallons measured at a standard meter to be furnished, installed and maintained by THE CITY at the point of intake payable monthly on the 20th day of the month for all water used during the preceding calendar month according to meter readings taken on the last day of each calendar month.

MINIMUM. The WATER COMPANY will guarantee to use or pay for at least 1,000,000 gallons each month regardless of how much may be actually used, during the existence of this contract.

TERM. This contract shall begin as soon as THE CITY has extended its water mains to the southern City Limits with a main line of at least four inches (4") in diameter, at prevailing pressure at that point; said main to be extended and made available to the WATER COMPANY as soon as the work of extending the main from the present southern terminus on U. S. 23 can be reasonably done. This contract shall extend from the time of connection at the terminus as above defined, for a period of one (1) year, with the privilege of extending the contract upon the same terms and conditions as herein stated from year to year and shall continue in force automatically unless terminated by either party by written notice at least one (1) year prior to the effective date of termination.

RENEGOTIATION. The parties recognize that prevailing cost of producing the water supply covered by this contract and the services required to produce the same may vary from time to time and it is therefore agreed that the price for which the water shall be furnished under this contract may be renegotiated at any time upon the request of either party by giving notice at least thirty (30) days in advance of the date of renegotiation and that said renegotiation shall proceed upon a basis of changed conditions affecting cost of producing and servicing the water supply covered by this contract, and the basic charge herein provided of 25¢ per thousand gallons.

MAXIMUM. It is understood that THE CITY shall not be required to furnish water during any period beyond the capacity of its then existing plant and that the amount to be furnished under this contract is purely and strictly within the limits of the excess capacity of its plant at any given time over and above the requirements needed to serve the citizens and other customers served by its water system and that under no circumstances will THE CITY be obliged to furnish any quantity of water to the WATER COMPANY under this contract in excess of those limits.

FIRE HYDRANTS. it is understood that the WATER COMPANY does not intend to install fire hydrants on its system at this time and the CITY will not be required to furnish water or water pressure for any fire hydrants under this contract.

CANCELLATION. THE CITY shall have the right to cancel this contract at any time that the WATER COMPANY fails to pay any monthly bill within ten (10) days after the same becomes due and may do so by giving notice by mail addressed to the WATER COMPANY at Pikeville, Kentucky, of its intention to do so, which notice shall be given at least twenty-four (24) hours before disconnecting the water supply.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to duplicates hereof, each of which shall be treated as an original, this day and year first above written.

THE CITY OF PIKEVILLE  
By (s) W. C. Hambley, M. D., Mayor

ATTEST:  
(s) Charles L. Huffman, Jr., Clerk

THE MAYO VILLAGE WATER WORKS, INC.  
By (s) Irland Chaney, President

ATTEST:  
(s) Geneva Chapman, Secretary



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Commissioner, Ulan Taylor moved the adoption of the foregoing Resolution. Commissioner, Harry Hobson seconded the motion. The vote was as follows:

Mayor:	W. C. Hambley, M. D.	Yes
Commissioners:	Frederick W. Baker	Yes
	Ulan Taylor	Yes
	Harry Hobson	Yes

The Resolution was therefore declared adopted.

(s) W. C. Hambley, M. D. Mayor

Attest:

(s) Charles L. Huffman, Jr., Clerk

There being no further business, the meeting was adjourned.

APPROVED:

*Ulan Taylor MP*

MAYOR

ATTEST:

*Charles L. Huffman Jr.*

CITY CLERK

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At a regular meeting of the Board of Commissioners of The City of Pikeville, Kentucky held in the Statlite Bowling Center on November 27, 1964 at 7:30 P. M., the following members of the Board were present.

Mayor:	W. C. Hambley, M. D.
Commissioners:	Frederick W. Baker
	Harry Hobson
	Kermit Sexton
	Ulan Taylor

Mayor Hambley read in its entirety an ordinance identified by its title of caption, as follows:

AN ORDINANCE REGULATING THE USE OF THE STREETS AND PUBLIC THOROUGHFARES OF THE CITY OF PIKEVILLE FOR THE PURPOSE OF CONDUCTING PARADES OR SIMILAR ACTIVITIES OR USES OTHER THAN THE USUAL AND CUSTOMARY TRAFFIC

After due consideration Ulan Taylor, Commissioner moved the adoption of the ordinance, Kermit Sexton, Commissioner seconded the motion. Upon roll call the vote was as follows:

Mayor:	W. C. Hambley, M. D.	Yes
Commissioners:	Frederick W. Baker	Yes
	Harry Hobson	Yes
	Kermit Sexton	Yes
	Ulan Taylor	Yes

The Ordinance was declared adopted and the Clerk is directed to cause the same to be published in the next issue of the Pike County News.

Said Ordinance is hereby adopted and ordered copied in the City Ordinance Book of this City.

Mayor Hambley read in its entirety an ordinance identified by its title or caption, as follows:

AN ORDINANCE REVISING AND FIXING WATER RATES FOR USERS OF WATER SUPPLIED BY THE WATER DEPARTMENT OF THE CITY OF PIKEVILLE

After due consideration Frederick W. Baker, Commissioner moved the adoption of said motion, Kermit Sexton, Commissioner seconded the motion. The roll call was as follows:

Mayor:	W. C. Hambley, M.D.	Yes
Commissioners:	Frederick W. Baker	Yes
	Harry Hobson	Yes
	Kermit Sexton	Yes
	Ulan Taylor	Yes