

MINUTES } CITY OF PIKEVILLE

At a special meeting of the Board of Commissioners of the City of Pikeville held in City Hall on July 14, 1967, the following were present:

Mayor W. C. Hambley, M. D.
Commissioners: Harry Hobson
Warren Keene
Kermit Sexton
Jack Trimble

Also present were City Manager W. E. Butcher and representatives of the Sandy Valley Water District, Jack Branham and Cliff Latta.

Warren Keene made the motion to pass a resolution to submit a progress report on the Workable Program for Community Improvement. Kermit Sexton seconded the motion and upon roll call the vote was as follows:

Mayor W. C. Hambley, M. D.	Yes
Commissioners: Harry Hobson	Abstain
Warren Keene	Yes
Kermit Sexton	Yes
Jack Trimble	Yes

The motion carried.

Kermit Sexton made the motion to adjourn this meeting until July 18, 1967, at 1:00 P.M. at City Hall. Warren Keene seconded the motion and upon roll call the motion carried by unanimous vote and the meeting was adjourned until 7-18-67 at City Hall

APPROVED

W.C. Hambley

Mayor

ATTEST

Charles Hoffman

City Clerk

At an adjourned meeting of the Board of Commissioners of the City of Pikeville, Kentucky, held in City Hall on July 18, 1967, at 1:00 P. M. the following were present:

Mayor W. C. Hambley, M. D.
Commissioners; Harry Hobson
Warren Keene
Kermit Sexton
Jack Trimble

Also present was City Manager W. E. Butcher.

Warren Keene made a motion to adopt the following resolution:

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF PIKEVILLE, KENTUCKY

WHEREAS, the City of Pikeville is actively engaged in carrying out the provisions of a Workable Program for Community Improvement; and

WHEREAS, one of the provisions of said Workable Program for Community Improvement is the formulation and enforcement of a planned Housing Code Compliance Program; and

WHEREAS, said Housing Code Compliance Program will, for all intents and purposes, protect the health, safety, and general welfare of all citizens of Pikeville.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PIKEVILLE, THAT

- (1) The Attached Housing Code Compliance Program is hereby adopted as the official plan for Housing Code activity within the corporate limits of Pikeville.
- (2) All details of this systematic Housing Code Compliance Program be made known

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to all citizens of Pikeville and that these details also be made known to all civic organizations, including the Citizens Advisory Committee with their active support being solicited.

(3) This resolution to become effective immediately.

(4) That a copy of this resolution, properly signed, together with a copy of the official Housing Codes Compliance Program be forwarded to the Housing and Home Finance Agency to assure the officials of said Agency that the required enforcement of the Housing Code of Pikeville Workable Program has been met.

Read, approved, and adopted this 18th day of July, 1967.

_____, MAYOR
W. C. Hambley, M. D.
City of Pikeville, Kentucky

Kermit Sexton seconded the motion and upon roll call the vote was as follows:

Mayor W. C. Hambley, M. D.	Yes
Commissioners: Harry Hobson	Abstain
Warren Keene	Yes
Kermit Sexton	Yes
Jack Trimble	Yes

The motion carried and the resolution was adopted.

The following Resolution was presented to the Commission:

RESOLUTION

Mayor Hambley presented a proposed supplemental contract with the Sandy Valley Water District, with respect to the sale of water by the City, to said District, and it appears that said contract is in proper legal form and that same has been approved by the City Attorney and by the City Manager, and it further appearing that said contract has been approved by the Sandy Valley Water District as of the 17th day of July, 1967.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Pikeville, Kentucky, that the Mayor and City Clerk be authorized and directed to execute the supplemental contract with the Sandy Valley Water District on behalf of the City, and that said contract be and the same is now approved.

Commissioner Kermit Sexton moved the adoption of the foregoing Resolution and Commissioner Jack Trimble seconded said motion. The Mayor called for a vote on the Resolution with the following results:

AYES

NAYES

Mayor W. C. Hambley, M. D.

Commissioner Harry Hobson

Commissioner Warren Keene

Commissioner Kermit Sexton

Commissioner Jack Trimble

The Mayor declared the Resolution adopted as ordered.

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CERTIFICATE

The undersigned, Charles L. Huffman, Jr., City Clerk of the City of Pikeville, Kentucky, certifies that the foregoing Resolution is a true and correct copy of a Resolution duly passed at an adjourned meeting of the Board of Commissioners of the City of Pikeville, held on Tuesday, July 18, 1967, at the hour of one o'clock (1:00) P. M., and that same appears upon the Journal of Proceedings of said City

Witness my hand this 19th day of July, 1967.

Charles L. Huffman, Jr.,
City Clerk, City of Pikeville, Kentucky

The Supplemental Contract is as follows:

SUPPLEMENTAL CONTRACT

THIS SUPPLEMENTAL CONTRACT, made as of the _____ day of July, 1967, by and between the CITY OF PIKEVILLE, KENTUCKY, hereinafter sometimes called for convenience "Pikeville", and the SANDY VALLEY WATER DISTRICT, hereinafter sometimes called for convenience "Sandy Valley", both situated in Pike County, Kentucky.

WITNESSETH:

THAT WHEREAS, Pikeville is willing to sell to Sandy Valley from the excess over its own requirements, a supply of purified water sufficient to meet the regulations of Sandy Valley as now estimated.

NOW THEREFORE, the parties, each pursuant to the authority of appropriate action taken by their respective governing bodies, do hereby agree as follows:

1. Pikeville grants to Sandy Valley the privildge of installing, at Sandy Valley's sole expense, a connection to Pikeville's existing ten-inch water main near the north end of the Pauley Bridge in Pauley Addition to the City of Pikeville, and a water meter of approved design and adequate size and capacity for measuring the water Sandy Valley will receive from Pikeville.
 2. Said meter shall be installed at the sole expense of Sandy Valley, but shall be subject to examination by Pikeville from time to time, as herein provided. The said meter is to be installed in the Sandy Valley's water transmission mains at a location near the lower end of the Pauley Addition and prior to the main's crossing of the Big Sandy River, said location is to be selected by mutual agreement of both parties.
 3. Pikeville agrees that it will furnish to Sandy Valley such supply of purified water as Sandy Valley may require for the provisions of domestic, commerical and industrial water service to customers in the district and vicinity and for fire protection purposes, subject to the ability of Pikeville to provide the same in excess of the needs and requirements of its own customers, as determined from time to time, by the capacity of the equipment and facilities installed and in operation by Pikeville at the present time or as may hereafter be provided.
- Pikeville agrees that it will comply with all regulations of the Kentucky State Health Department with respect to the treatment of water for consumption by the public, and that it will furnish to Sandy Valley quarterly reports evidencing that the water treated at the Pikeville plant maintains the quality required by the Kentucky State Health Department.
- Pikeville and Sandy Valley further agree that Sandy Valley will purchase and Pikeville will sell a minimum of Fifty Thousand (50,000) gallons of water per day, and that Sandy Valley will be privildged to purchase a maximum of Three Hundred Thousand (300,000) gallons of water per day. It is distinctly understood that the maximum, as herein set out, may be exceeded from time to time without any formal agreement conditioned only upon Pikeville's capacity to deliver water in excess to the maximum figure.
4. It is agreed that Sandy Valley shall pay Pikeville monthly, as billed, the charges for the water received through said connection and meter on the basis of an initial rate of thirty (30) cents per one thousand (1,000) gallons, the same to be payable monthly within thirty (30) days after

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the mailing of monthly statements. In the event Sandy Valley fails to pay any monthly billing within 30 days after the date of the respective monthly statement, a ten (10%) per cent penalty will be assessed as a delinquent charge.

5. It is mutually agreed that the basis of charge or rate above specified shall be subject to review at the expiration of each three year period after the date of first delivery, or any subsequent change in rate, and shall be subject to increase or decrease at such times, based upon the cost of producing the supply of water furnished under this contract at any given time in relation to the present cost, and that any increase or decrease in the basis of rate shall be in that proportion that the then "cost of production" bears to the present cost of production as determined by a report of Steve Watkins and Associates, dated the _____ day of _____, 19____, a copy of which is maintained as a part of the public records of the City of Pikeville.

It is distinctly understood by and between the parties hereto that the initial review date with respect to the basis of charge or rate, hereinabove set out, shall not be extended beyond January 25, 1971, it being four years from the date of the execution of the original contract between the parties hereto.

6. For the purpose of any subsequent review of rates after the initial review, whether said initial review be determined after three years from the date of first delivery or after four years from the date of the original contract, as hereinabove provided, either party may request a review of the basis of charge or rate, above referred to, after the expiration of a three year period from the date of the initial review, or the last change in rate, by giving written notice to the other parties of its desire for such review, and such change in rate as may be determined to be in order shall be made on the basis above provided in numerical paragraph 5 hereof.

Any adjustment which may be warranted shall be determined within sixty (60) days after the date of the request for adjustment and shall be based upon the opinion of a qualified, reputable water engineer, mutually agreed upon by the parties hereto. In the event that either party is entitled to an adjustment, it shall be deemed to have become effective as of the date of the request for same. However, either shall have a period of six (6) months from the date of the determination of adjustment within which to pre-rate the payment of any additional amount due or for any credit applicable.

7. Based upon the opinion of a qualified, reputable water engineer, Pikeville shall be the sole judge of any increase or decrease in rate, but Sandy Valley shall have the right to appeal from any decision made by Pikeville to make any change in rate, to the Pike Circuit Court, by filing an action under the declaratory judgment provisions of the laws of the State of Kentucky.

8. The said water meter through which Sandy Valley receives the supply of water shall be the property of Sandy Valley and shall be maintained at Sandy Valley's expense; provided however, that Pikeville shall be entitled to question at any time the accuracy of said meter, in which event, said meter shall be examined and tested by a reputable meter testing agency designated by Pikeville, and if it shall be found upon such testing that said meter is inaccurate, according to standards currently provided by regulations of the Public Service Commission of Kentucky, the expense of such testing shall be borne by Sandy Valley; otherwise, the expense shall be borne by Pikeville. If it is ascertained by said testing that the inaccuracy of said water meter exceeds the percentage or standards at that time prescribed by the rules and regulations of the Public Service Commission of Kentucky, it shall be assumed, for the purpose of adjustment of the water charges made by Pikeville to Sandy Valley, that such unacceptable degree of inaccuracy occurred halfway between the time of said testing and the time of the last previous similar testing, or the installation of said meter, whichever was last, and Pikeville's bill for water services rendered to Sandy Valley shall be adjusted accordingly.

9. Pikeville agrees that it will furnish to Sandy Valley, through said connection and meter, water purified in the same manner as Pikeville furnished to its own customers, at a minimum pressure at the delivery point of forty (40) pounds. Sandy Valley agrees that it will construct and install at its own expense and upon its own responsibility, such booster pumps, storage and/or other facilities as may be necessary or desirable to preserve, in Sandy Valley's water system, such pressure for fire protection and other purposes as Sandy Valley may desire or require. It is expressly understood that Pikeville does not assume responsibility for any specific or particular water pressure in the Sandy Valley system for fire protection or for other purposes at any time or place, other than providing a minimum pressure of forty (40) at the point of delivery, as herein set out.

10. In the event that it shall appear to Pikeville at any time that the needs and demands for its own then current or prospective customers will so exceed Pikeville's ability to provide to Sandy Valley, Sandy Valley's then known or anticipated needs and demands for water service, with facilities then installed and in use or such additional facilities as may be contemplated, then Pikeville shall give to Sandy Valley reasonable notice of such fact, in order that Sandy Valley may make adequate and proper plans and provisions for supplying its own water needs from other and independent sources.

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"Reasonable Notice" as used herein shall mean at least two years in advance of any date when Pikeville shall no longer be able to supply water under this contract to Sandy Valley.

11. This contract shall become effective at once and shall continue for a period of forth years after the date when Sandy Valley first receives water service under this contract, unless it is sooner terminated as hereinbefore provided. After termination of said period, this contract, shall continue from year to year subject to cancellation by either party upon written notice given at lease one year in advance.

12. It is mutually agreed that if at any time Pikeville shall lawfully annex a portion of the territory embraced in the Sandy Valley Water District, as hereinafter described, Pikeville shall have the right to acquire such portion of Sandy Valley's System, including mains, meters, hydrants, booster pumps, storage or other facilities, which may be located within such annexed territory, on the basis of cost less depreciation, calculated according to prevailing and accepted methods of evaluation, or upon the basis of that percentage which the revenue derived from customers within the annexed territory bears to the total revenue of Sandy Valley from its water System, the current, such percentage to be applied to the total cost of Sandy Valley's entire physical facilities, less depreciation, whichever figure may be the greater to prevail and control. Such compensation shall be paid in cash within thirty (30) days after the amount thereof is determined as above provided. It is understood by and between the parties that Pikeville does not propose to annex any territory comprising a portion of the water district beyond the southern corporate limits of Coal Run Village, which said corporate limits is located immediately north of the Big Sandy River past the point of Sandy Valley's first river crossing.

In the event Pikeville should annex such territory, the meter mentioned in numerical paragraphs 11 and 12 hereof shall be moved to a point outside the annexed territory and as near to the then city limits as is reasonable, possible and feasible; such change to be made at the expense of Pikeville.

13. Pikeville anticipates that, based on its present demand of approximately 33 1/3% of its existing plant capacity, that it will be able to supply Sandy Valley's requirements for a period of forth (40) years, but that in the event that Pikeville's inside corporate limits as they now exist or as they may hereafter be extended, exceeds the capacity to serve its incorporated area and Sandy Valley's requirements, then it would be Pikeville's legal duty first to supply consumers within its corporate limits before discontinuing service to Sandy Valley pursuant to notice as above provided, or to any other customer or group of customers outside the city limits.

However, Pikeville also anticipates that in the event the requirements of any customer or customers served by Pikeville, outside of its corporate limits, including those herein granted exceed or shall be anticipated to exceed the then existing capacity of Pikeville and Pikeville will find it necessary to discontinue service to any outside area, then Pikeville will endeavor within financial feasibility to increase its capacity by construction of additional water facilities in order to meet the requirements of both Pikeville and Sandy Valley and any other customer or group of customers outside of its city limits, but in any event if any customer or group of customers outside of its city limits are to be discontinued, then such discontinuance would begin with the customer or group of customers outside the city limits which had been included within its water service in the inverse order as to time when they were first served.

14. It is understood and agreed by and between the parties hereto that this contract is a supplement to a prior contract between the parties hereto, dated January 25, 1967, and that the matters set out in this Agreement shall be considered as an extension and clarification of the provisions of the original contract of the above date; and further, that the provisions contained herein shall be deemed to have been in effect as of January 25, 1967.

IN TESTIMONY WHEREOF, witness the signatures of the parties, each by its proper officers thereunto duly authorized by proper proceedings of their respective governing bodies in the manner provided by law; as of the year and date first above written.

CITY OF PIKEVILLE, KENTUCKY

BY: _____ Mayor

ATTEST:

City Clerk

SANDY VALLEY WATER DISTRICT

BY: _____ CHAIRMAN

ATTEST:

Secretary

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STATE OF KENTUCKY

....SCT.

COUNTY OF PIKE

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that the foregoing Contract was produced before me by W. C. Hambley, personally known to me to be the Mayor of the City of Pikeville, Kentucky, and attested by _____, personally known to me to be the Clerk of the City of Pikeville, Kentucky, each of whom acknowledged that the same had been executed pursuant to authority of the governing body of the City of Pikeville and acknowledged the same to be the act and deed of the City of Pikeville and of themselves in the respective capacities stated.

My commission expires: _____

Notary Public, Pike County, Kentucky

STATE OF KENTUCKY

...SCT.

COUNTY OF FLOYD

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing supplemental contract was this day produced before me by _____, personally known to me to be the Chairman of Sandy Valley Water District, and by _____, Personally known to me to be the Secretary of Sandy Valley Water District, each of whom acknowledged that they had executed the same pursuant to the authority of the governing body of Sandy Valley Water District, and acknowledged the same to be the act and deed of Sandy Valley Water District and of themselves in the respective capacities stated.

My commission expires: _____

There being no further business the meeting was adjourned.

ATTEST

City Clerk

Notary Public, Floyd County, Kentucky
APPROVED

Mayor

At a regular meeting of the Board of Commissioners of the City of Pikeville held in City Hall on July 21, 1967, at 7:30 P. M. the following were present:

Mayor W. C. Hambley, M. D.
Commissioners: Harry Hobson
Warren Keene
Kermit Sexton

City Manager W. E. Butcher presented the following pay schedule for the city personnel:

City Personnel as of June 30, 1967

ADMINISTRATIVE AND OFFICE	MONTHLY
W. E. Butcher	\$ 1,000.00
Charles L. Huffman, Jr.	625.00
Ray Burke	60.00
Doris Williamson	365.00
Edith Scott	350.00
Eloise Hughes	350.00
O. T. Hinton	300.00

POLICE DEPARTMENT

Bob May	500.00
Roger Burgess	450.00
G. W. Young	400.00
Richard Picklesimer	400.00
Jess Johnson	400.00
William Yost	400.00