

STREET OILING ORDINANCE

THE CITY COUNCIL OF THE CITY OF MORGANFIELD, KENTUCKY  
DOES ORDAIN AS FOLLOWS:

\* WHEREAS, it is deemed necessary by the City Council of the City of Morganfield, Kentucky, that certain streets, alleys, and public ways in the City of Morganfield be oiled for the purpose of the elimination of dust, and,

WHEREAS, the said Council of the City of Morganfield, Kentucky deem it most advantageous to the City of Morganfield, Kentucky, to the general public, and to the property owners benefited, to be assessed and apportioned according to the number of front or abutting feet to the benefited property owners. Said improvements shall constitute a stage improvement and said oiling shall be done as needed during the year 1964.

BE IT ORDAINED that the following streets in the City of Morganfield, Union County, Kentucky be oiled to-wit:

- (1) GEIGER STREET from Church Street to Chapman Road.
- (2) SPALDING STREET from Rhea Street to Jefferies Street.
- (3) O'BANNON STREET from Townsend Street to Chapman Road.
- (4) JEFFERIES STREET from Geiger Street to West Main Street.
- (5) SHORT CULVER STREET from Jefferies Street to Chapman Road.
- (6) RHEA STREET except where paved.
- (7) CROMWELL STREET from Rhea Street to Townsend Street.
- (8) W. McELROY STREET from Roberts Street to Railroad right-of-way.
- (9) HUGHES STREET from the beginning of Hughes Street on the South dead end to Gregory's Feed Mill.
- (10) DRURY STREET from N. Morgan Street to Railroad.
- (11) PARKER STREET from N. Morgan Street to Waverly Street.
- (12) N. PADGETT STREET from E. Merten & Lyon Street.
- (13) N. CARRIER STREET from Richards Lane to Lyon Street.
- (14) HOUSTON STREET from Harris Street to Padgett Street.
- (15) HARRIS STREET from Houston Street to Lyon Street.
- (16) N. BRADY STREET from Lyon Street to Beaver Dam Road.

- (17) N. BRADY STREET from Beaver Dam Road to the Circle.
- (18) BEAVER DAM ROAD from the beginning to the Anna Strouse property.
- (19) MART STREET from Houston Street to East Main Street.
- (20) HARRIS STREET from Manning Street to Merten Street.
- (21) E. O'BANNON STREET from Spring Alley to Main Street.
- (22) BRADY STREET from Main Street to O'Bannon Street.
- (23) CHURCH STREET from Geiger Street to Young Street.
- (24) YOUNG STREET from the Elementary School to the dead end except paved portions thereof and the intersection of Mart and Waller Streets.
- (25) MAUZY HILL except the street bordering the Freeman Tucker Farm.
- (26) MANNING STREET from Mart Street to Brady Street.
- (27) ALLEY from Poplar Street to McElroy Street.
- (28) ALLEY from Berry Street to Mart Street.
- (29) ALLEY from Carrier Street to Padgett Street.
- (30) ALVEY BROS. property in City Limits (GCC) Camp).
- (31) JOHNSON STREET from Townsend Street to dead end.
- (32) ALLEY from E. Waverly Street to E. Offutt Street.
- (33) E. McELROY STREET from Brady Street to Mart Street.
- (34) ALLEY parallel with Merten Street and Houston Street and between said streets, beginning at N. Brady Street and running to Harris Street.
- (35) VALLEYVIEW ROAD.

Said streets and public ways shall be oiled as needed during the calendar year 1964, and the cost thereof to be charged to abutting property owners accordingly, to become a part of their property tax bill when taxes are due September, 1964.

The vote on the foregoing Ordinance was as follows:

Councilman Stoll	Yes
Councilman Blue	Yes
Councilman Love	Yes
Councilman Wathen	Yes
Councilman Thomason	Yes
Nays - None	

## RESOLUTION

Be it resolved by the City Council of the City of Morganfield, Kentucky, as follows:

THAT, WHEREAS, the City of Morganfield is dependent upon the Camp Breckinridge water system for its water supply, and,

WHEREAS, it is desirable that the Camp Breckinridge water system and sewerage system become an integral part of the water and sewerage system for the City of Morganfield, and,

WHEREAS, the City of Morganfield is willing to immediately take over said system, looking to the possibility of purchasing same from the United States Government,

NOW, THEREFORE, be it resolved by the City Council of the City of Morganfield, Kentucky, that the City is willing to take over the water and sewerage systems under the following terms and conditions:

1. The United States Government turn over the operation of the water and sewerage systems at Camp Breckinridge, Kentucky, including, but not limited to, a collector well and real estate located on the Ohio River near Uniontown, the intake lines, the 64 miles of line in Camp Breckinridge and all other water lines used in connection therewith, the reservoir, the water treatment plant, the sewerage lines and disposal system near Casey Creek and all appurtenances above and below the ground used in connection therewith.

2. The City of Morganfield agrees to indemnify the Government against any loss or damage to the property incurred in the operation of said water and sewerage systems and does hereby agree to continue to service the raw water lines and repair any portion of the system damaged after the take over by the City of Morganfield.

3. That should the City fail to acquire said water and sewerage systems from the Government, they will return them to the United States Government in as good a condition as when received, ordinary wear and tear excluded.

4. That the City of Morganfield will furnish the United States Government, for the use of the personnel at Camp Breckinridge, water and for fire protection, as well as furnishing water to the golf course until such time as the City acquires ownership of said system.

5. The City of Morganfield agrees that in the interest of avoiding the "mothballing" of the systems, that should the City and the United States Government fail to agree on the purchase price, that the City would reimburse the government of "mothballing" the systems, should it later be necessary that this be done.

6. The City hereby agrees to take over said systems on or before July 1, 1964, at the convenience of the United States Government.

WITNESS THE HANDS of the parties on this the 14th day of May, 1964.

## RESOLUTION

Be it resolved by the City Council of the City of Morganfield, Kentucky, as follows:

THAT, WHEREAS, the City of Morganfield is dependent upon Camp Breckinridge water system for its water supply, and,

WHEREAS, it is desirable that the Camp Breckinridge water system and sewerage system become an integral part of the water system and sewerage system for the City of Morganfield, and,

WHEREAS, THE City of Morganfield has taken over the said systems looking to the possibility of purchasing same from the United States Government, and,

NOW, THEREFORE, be it resolved by the City Council of the City of Morganfield, Kentucky, that the City hereby agrees to take over the water and sewerage systems as of July 1, 1964,, under the following terms and conditions:

1. The water supply and distribution system consists of the Ranney Collector Well and the real estate on which same is located, situated on the Ohion River, the intake lines, the raw water transmission pipeline from the well to the reservoir, all water distribution lines in the Camp Breckinridge Reservation (approximately 64 miles of such lines), fire hydrants, together with the reservoir, water treatment plant, filtration and pumping plant, pumps, guages, chlorinators, and miscellaneous equipment all located on about 34 acres of land identified as Parcel 26E.

2. The sewerage system consists of sewerage lines throughout the Camp Breckinridge Reservation, and the sewage collection system and treatment plant, and miscellaneous equipment all located on about 14 acres of land identified as Parcel 2E.

3. The permit and license hereby granted covers the use and operation of the above generally described systems and the right of use and occupancy of the two parcels of land above referred to, together with all buildings and equipment located thereon.

4. This permit shall become effective as of 12:01 A.M., Wednesday, July 1, 1964, and shall continue for a period of 6 months thereafter unless sooner revoked by the Government.

5. The Government shall have the right to revoke and cancel this permit at any time upon the issuance of 30 days notice in writing to the City.

6. The City agrees to that it will at its expense maintain the two systems and all components thereof in good servicable and operating condition and upon the termination of this permit to return same to the Government in as good condition as when received by the City, fair wear and tear excepted.

7. The City understands and agrees that this permit does not in any manner grant the City the authority to demolish, remove, or relocate any of the property located on the premises.

8. The City agrees that in the event it fails to complete the negotiations for the purchase of the two systems and upon the termination of this permit it will at its full expense place, or cause the two systems to be placed, in a closed-down, stand-by condition which will be done under the Government's supervision and to the complete satisfaction of the Government.

9. The City will make its own arrangements for electrical power and will be billed directly by the utility company effective 12:01 A.M. July 1, 1964,. The electric power distribution lines and facilities are the property of the Government. The City is hereby authorized the use of those lines and facilities which are applicable in obtaining electrical power for the operation of the water and sewerage systems only. The City hereby agrees to assume full responsibility and expense for the maintenance of these electric power distribution lines and facilities until such time as the entire electrical utility system on Camp Breckinridge is sold by the Government.

10. The City agrees to furnish the Government, without charge, water and sewerage service as may be required to maintain the Government's security force on the premises and for fire protection and fire fighting purposes.

11. The City agrees that as of the effective time and date of this permit and license it assumes full responsibility for care, handling, maintenance, and operation of all equipment and assumes all risks of loss or damage to any part or parts of the two systems and land improvements.

12. The City agrees to obtain, concurrently with the assumption of possession of the two systems, and shall maintain adequate insurance to protect the interests of the Government for the value of the improvements to the property, exclusive of the land value, with due regard to the additional insured, as the Government's interest appears in any of the policies the City obtains.

13. The City also agrees to obtain and to maintain or cause its contractors to maintain adequate insurance to protect the Government against losses due to workmen's compensation claims, casualty or tort committed in carrying out any work permitted hereunder to be done by the City or on its behalf.

14. The City agrees to indemnify and save harmless the Government against any or all loss or claim, or liability whatsoever, due to personal injury or death, damage to the property as a result of the use or occupancy of this property. This indemnification shall extend to the Government, its officers, agents, and the public generally, and shall cover injuries to persons as well as damage to property. Insurance coverage to be provided by the City at its own cost, and to the satisfaction of the General Services Administration is as follows:

General Liability Insurance	
Bodily Injury	\$ 50,000.00/\$100,000.00
Property Damage	\$ 100,000.00
Fire and Extended Coverage	\$ 100,000.00

15. The City is granted the right of ingress and egress for the operation, maintenance, servicing, and repairing the water distribution lines, fire hydrants and sewerage distribution lines as they presently exist within the Reservation and to those portions of the electric power distribution lines and facilities which are applicable in obtaining electrical power for the operation of the water and sewerage systems.

The City is also granted the rights of ingress and egress over the existing easements located outside the Reservation which are necessary for maintenance, repair and servicing of the raw water transmission pipeline from the collector well on the Ohio River to the Reservation; also the rights for maintenance of said pipeline under roads, power lines and railroad track.

WITNESS the hands of the parties on this the 9th day of July, 1964.

J. EARLE BELL, Mayor

ATTEST:

BYRON F. HEFFINGTON  
CITY CLERK