MINUTES OF MEETING HELD DECEMBER 09, 2002

The Common Council of the City of Somerset, Kentucky met in regular session on Monday, December 09, 2002 at 7:00 p.m. with the following present: Mayor JP Wiles, Council Members: Peggy Dugger, David Burdine, Clarence Floyd, Jerry Wheeldon, Mark Beasley, Charlie New, Donna Hunley, John Minton, Earl Owens, Pat Bourne, and Jerry Burnett. City Attorney Joe Travis and City Clerk David Godsey. Absent: Robin Daughetee.

Mr. Wheeldon moved to approve the minutes of the last regular meeting held on November 25, 2002 and the reports be approved as delivered. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mrs. Dugger, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens Mr. Bourne, and Mr. Burnett.

Mr. New moved all departmental bills for the month of November be approved. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Daughetee, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Mr. Bourne.

Mr. Wheeldon moved to accept the bids for uniforms and mats. The bid being awarded to Cintas. Mr. Bourne seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Daughetee, Mrs. Hunley, Mr. Minton, Mr. Owens and Mr. Bourne. Mr. New passed.

CITY OF SOMERSET UNIFORM SERVICE SPECIFICATIONS

INVITATION TO BIDDERS

The City of Somerset will accept sealed bids for Utility, Street, Sanitation, Garage, Parks & Recreation Department uniforms service until 2:00 p.m. local time December 5, 2002. Interested bidders shall submit bids to:

Somerset City Clerk's Office/City Hall
400 East Mt. Vernon St.
Somerset, Ky. 42501

The bids should be received on or before the above referenced bid date and will be read to those attending the bid opening. No bidder shall withdraw bids for thirty (30) days from bidding date.

The uniform service contract shall be for a period of two (2) years with the City of Somerset's option of extending the contract for two (2) additional years at no additional cost to the City.

tract for two (2) additional years at no additional cost to the City.

Uniform service specifications may be picked up at the Somerset City Clerk's Office from 8:00 a.m. to 4:30 p.m., Monday-Friday, until the date of the bidding.

The City of Somerset reserves the right to reject any or all bids for nonconformity with bid specifications and may award the bid to the lowest and best bidder or reject any and/or all bids.

JP Wiles, Mayor City of Somerset

- The uniform service bidder shall furnish new clothing in quantities as required by each department's specifications and shall perform weekly delivery and pickup service to the location of various department operations.
- 2. All clothing shall be new, premium quality with durable wearing ability, neat in appearance, tailored to fit the employee, and be kept in optimum condition at all times during the life of the contract by the bidder.
- 3. Clothing that becomes damaged, worn, or frayed shall be replaced with new clothing by the bidder within one (1) week from the date of being reported to the bidder at no additional cost to the City
- 4. The bidder shall include all service cost that include but are not limited to preparation charges, departmental name patches, etc. into individual employee weekly lump sum rental fee summarized for total department weekly rental fee
- The bidder shall carefully review each department's uniform service specification in addition to those listed and prepare the service bid in accordance with the individual needs of the following departments. Gas; Water; Wastewater; Parks & Recreation; Street, Garage and Sanitation
- 6. The bidder shall summarize each department's weekly service bill and rental fees individually and also collectively into a total weekly lump sum bid price for providing uniform service to the City of Somerset.
- 7. Bidders are encouraged to meet with department managers to clear any questions regarding the service prior to submitting bids to the City of Somerset
- 8 The City of Somerset shall retain the right to terminate the contract for non conformance with the contracts terms and conditions by submitting thirty (30) day notice to the supplier
- 9. The bidder shall provide prices which will remain constant for a twenty-four (24) month
- 10. The City reserves the right to accept or reject any or all bids
- 11. Sealed bids will be accepted at the City of Somerset Clerk's Office until 2:00 p.m. on December 5, 2002.

DEPARTMENTAL SPECIFICATIONS

MATS, RUGS, AND OTHER ITEMS

	DEPARTMENT	TAL SPECIFICATIONS		
			FIRE STATION #2	į
			Red Mat (3x4)	Quantity = 3 per week
			Wet Mops	Quantity = 2 per week
PARKS				trability - 2 per week
3 Employees	11 Pants (5 chgs/wk)	3 Jacket	FIRE STATION #1	
• •	(1 1 9 1 1 1)	o odonot	Navy Mat (3x4)	Quantity = 4 per week
			Dust Mops (24 in)	Quantity = 1 per week
WATER			Dust Mops (48 in)	Quantity = 1 per week
15 Employees	11 Suits (5 chgs/wk)	1 Jacket	Dust Mop Handle & Frame	Quantity = 1 per week Quantity = 2
	ee 11 Suits (5 chgs/wk)	1 Jacket	Cost Mob Handle & Hame	Quartity – 2
r Exco. Employ	ee in odits (5 chgs/wk)		CITY HALL	
			Brown Mat (4x6)	Quantity = 1 per week
GAS (All clothin	g in this department must	be 100% collen)	Brown Mat (3x4)	, ,
15 Employees	11 Suits (5 chgs/wk)	•	Brown Mat (3x4)	Quantity 4 per week
	ee 11 Suits (5 chgs/wk)	1 Jacket	Slate Mat (3x10)	Quantity 2 per week
r exec. employe	Be IT Suits (5 chgs/wk)		Grey Mat (3x4)	Quantity = 1 per week
			Rubber Mat	Quantity = 1 per week
WASTEWATER	•		Rubber Mat	Quantity = 1 per week
13 Employees	11 Suits (5 chgs/wk)	4 leaket	STREET DEPT.	
		1 Jacket		0 " "
1 Exec. Employe	56 11 Suits (3 Chgs/WK)	3 Unlined Coveralls	Red ShotTowels (18x18)	Quantity = 50 per week
			Brown Mat (4x6)	Quantity 1 per week
CIDECT			Brown Mat (3x4)	Quantity 3 per week
STREET	44 College (Fortune to 1)	A lastal	Brown Mat (3x10)	Quantity 1 per week
9 Employees	11 Suits (5 chgs/wk)	1 Jacket	Brown Mat (3x4)	Quantity 1 per week
1 Exec. Employe	ee 11 Pants		CAC DEDT	
			GAS DEPT.	0 . 47 . 4
040405			Dust Mop Blue (36 in)	Quantity = 1 per week
GARAGE			Roll T towels	Quantity 2 per week
2 Employees	11 Suits (5 chgs/wk)	1 Jacket	Brown Mats (3x4)	Quantity 3 per week
			Kin Scrape Mat	Quantity 2 per week
0444747104			Brown Mats (3x4)	Quantity 3 per week
SANITATION	44.5.14.15.1.1.1		HTP ITV BULLING	
15 Employees	11 Suits (5 chgs/wk)	1 Jacket	UTILITY BILLING	
			Navy Mat (3x10)	Quantity = 3 per week
			Navy Mat (3x5)	Quantity 2 per week
			Brown Mat (3x10)	Quantity 2 per week
			Brown Mat (3x4)	Quantity 1 per week
			WATER PLANT	
			Red Mat (3x4)	Quantity = 2 per week
			Grey Mat (3x4)	Quantity 3 per week
			F-matic Dispensers	Quantity 2

Rubber Mat Quantity = 2 per week Quantity = 2 per week Roll Towels

WASTEWATER PITMAN CREEK

Red Shop Towels (18x18) Quantity = 35 per week Roll Towels Quantity 3 per week **Crt Cabinet** Quantity 1

WASTE WATER SINKING CREEK

Red Shop Towels (18x18) Quantity =25 per week Roll Towels Quantily 3 per week **Crt Cabinet** Quantity 2

EMS

Brown Mat (4x6) Quantity = 2 per 2 weeks Dust Mop Blue (24 in) Quantity 3 per 2 weeks Corm. Soap Dish Quantity = 5 per 2 weeks **Dust Mop Handle** Quantity 2 Brown Mat (3x4) Quantity 4 per 2 weeks Dust Mop (36 in) Quantity 3 per 2 weeks Husky Wet Mop Quantity 4 per 2 weeks

PARKS

Navy Mat (3x4) Navy Mat (4x6) Quantity = 1 per week Quantity 3 per week Navy Mat (3x10) Quantity 2 per week Kln Scrape Mat Quantity 2 per week Kitchen Towel Quantity 25 per week Linen Bag Quantity 2 Air Fresheners Quantity 5 Automatic Urine Flushers Quantity 7

Cintas vs. Rental Uniform Bid

Quantity 2

Rental Uniform

F-malic Dispensers

\$569.40/wk X 52 wks = \$29,608.80/year

Cintas

\$466.79/wk X 52 wks = \$24273.08/year

Net Savings = \$5,335.72/year

The city has the right to add, delete, or change sizes, colors, and or quantities of mats, rags, towels, and other items during the term of the contract.

December	7.	2002

City of Somersel 400 East Mt. Vernon Street Somerset, KY 42501

Attention: JP Wiles

RENTAL UNLFORM

Thank you for the opportunity to furnish you with this proposal. If hope these pilices will meet with your approval. If I can be of any further assistance, please do not hesitate to call me.

DEPARTMENTAL SPECIFICATIONS FOR UNIFORM SERVICE

		Wkly Tolal Employee	Department Wkly Total
'ARKS			
! Employees	11 Sulls (5 chgs/wk) - 1 Jacket	\$4.25	\$12.75
WATER			
15 Employees	11 Sulls (5 chgs/wk) 1 Jacket	\$4.25	\$70.00
1 Exec. Employee	11 Sults (5 chgs/wk)	\$6 25	
GAS (All clothing in this d	eparlment will be 100% collon)		
15 Employees	11 Suits (5 chgs/wk) 1 Jacket	\$6 25	\$100.00
1 Exec. Employee	11 Suits (5 chgs/wk)	\$R 25	
WASTEWATER 13 Employees 1 Exec Employee 13 Employees	11 Suits (5chgs/wk) 1 Jacket 11 Suits (5chgs/wk) 3 Unlined Coveralls	\$4 25 \$6 25 \$1.00	\$74.50
SIREEI			
9 Employees	11 Seits (5 chgs/wk) - 1 Jacket	\$4.25	\$42.00
1 Exec. Employee	11 Pants	\$3.75	
GARAGE 2 Employees	11 Suits (5 chgs/wk) 1 Jacket	\$4.25	\$8 50
SANITATION			
15 Employees	11 Sults (5 chgs/wk) - I Jackel	\$4.25	\$63.75
	Page 1 of 3		

MATS, RUGS, AND OTHER ITEMS

RENTAL UNIF	ORM	Wkly Chg Per llem	Departme Wkly Tol
FIRE STATION #2			
	O	*1.50	
Red Mat (3x4) Wet Mops	Quantity = 3 per week Quantity = 2 per week	\$1.50 \$1.50	\$7.50
FIRE STATION #1	\ \		
Navy Mat (3x4)	Quantity = 4 per week	\$1.50	\$7.70
Dust Mops (24 lir.)	Quantity = 1 per week	\$0.75	•
Dust Mops (48 In.)	Quantity = 1 per week	\$0.95	
Dust Mop Handle & Frame	Quantity = 2	n/c	
CITY HALL			
Brown Mat (4x6)	Quantity = 1 per week	\$2.50	\$22.50
Brown Mal (3x4)	Quantity = 4 per week	\$1.50	
Brown Mat (3x10)	Quantity = 2 per week	\$3.50	
Slate Mat (3x t0)	Quantity = 1 per week	\$3.50	
Grey Mal (3x4)	Quantity = 1 per week	\$1.50	
Ruhber Mat	Quantity = 1 per week	\$2.00	
SIREE! DEPT.			
Red Shop Towels (18x18)	Quantity = 50 per week	\$0.06	\$15.00
Brown Mat (4x6)	Quantily = 1 per week	\$2.50	
Brown Mat (3x4)	Quantity = 3 per week	\$1.50	
Brown Mal (3x 10)	Quantity = 1 per week	\$3.50	
Brown Mat (3x4)	Quantity = 1 per week	\$1.50	
GAS DEPT.			•.
Dust Mop Blue (36 in)	Quantity = 1 per week	\$0.85	\$17.75
Roll Towels	Quantily = 2 per week	\$1.95	
Brown Mals (3x4)	Quantity = 3 per week	\$1.50	
Kin Scrape Mat	Otranfity = 2 per week	\$2.00	
Brown Mals (3x4)	Quantity = 3 per week	\$1.50	
NI ILLY BILLING			
Navy Mat (3x10)	Quantity = 3 per week	\$3.50	\$22.00
Navy Mal (3x5)	Quantity = 2 per week	\$1.50	
Brown Mat (3x10)	Quantity = 7 per week	\$3.50	
Brown Mat (3x4)	Quantity = 1 per week	\$1.50	
WATER PLANT			
Red Mat (3x4)	Quantity = 2 per week	\$1.50	\$10.50
Grey Mat (3x4)	Ouantity = 3 per week	\$1.50	
-matice (Air Ershin) Dispenser	Quantity = 2	\$1.50	

Page 2 of 3

Parks

Description

				CINTAS				
RENTAL U	NIFORM	Wkly Chg Per liem	Department Wkly Total	Employees	Changes	Price per Employe	e Total	
WATER (Distribution)				3	5 pants only			-
Rubber Mat	Quantily = 2 per week	\$2.00	\$7.90	Ц	1 5 partra oray	2.00	6.00	
Roll Towels	Quantily = 2 per week	\$1.95	4 . 00			Subtotal	6.00	
WASTEWATER PITMAN CRI	EEK							L
Red Shop Towels (18x18)	Quantity = 35 per week	\$0.08	\$7.95	Description	Quantity	Price Per Item	Total	\neg
Roll Towels	Quantity = 3 per week	\$1.95		3x5	1	1.00	100	\dashv
CRT Cabinet	Quantity = 1	n/c		H		1.00	1.00	- 1
WASTE WATER SINKING CF	REEK			4×6	3	2.00	6.00	
Red Shop Towels (18x18)	Quantily = 25 per week	\$0.06	\$7 35	3×10	2	3,00	6.00	寸
Roll Towels	Quantily = 3 per week	\$1.95		Scraper	2	1.75	11 3 50	十
CRT Cabinet	Quantity = 2	n/c		 		1./ 3	3.50	_1.
EMS (Note: These char	rges are EOW)			Kitchen towel	25	0.09	2.25	T
Brown Mat (4x6)	Quantity =2 per 2 weeks	\$3.00	\$41.25	Linen Bag	2 1	0.00	0.00	
Dust Mop Blue (24 In.)	Quantity = 3 per 2 weeks	\$1.00		Air Freshener	5	1,75	8.75	-H
Corm. Soap Dish	Quantity = 5 per 2 weeks	\$2.50		H	 	1.75	0.75	- 11
Dust Mop Handle	and this - Z	n/c		Auto Flush	7	1.45	10.15	
Brown Maf (3x4) Dust Mop (36 in.)	Quantity = 4 per 2 weeks Quantity = 3 per 2 weeks	\$2.00 \$1.25			<u>'</u>		 	-11
Husky Wet Mop	Quantity = 4 per 2 weeks	\$2.00			L	Subtotal	37.65	IJ
PARKS								
			·10 to Water		Parks -	Grand Total	43.65	7
Navy Mat (3x4)	Quantity = 1 per week	\$1.50	\$30.50 YVUIE				1 43.03	_]
Navy Mat (4x6)	Quantity = 3 per week	\$2.50						
Navy Mai (3x10) Kin Scrape Mat	Quantity = 2 per week Quantity = 2 per week	\$3.50						
Kitchen Towel	Quantity = 2 per week	\$2 00 \$0 12	n					
Linen Bag	Quantity = 2	n/c	1.1	Employees	Changes F	rice per Employee	Total	
Air Fresheners	Quantity = 5	\$1.50	ዘ					
Automatic Urine Flushers	Quantity = 7	n/c		15	5	3.74	56.10	

Charles Tucker

STAL BID AMOUNT FOR THE CITY OF SOMERSET

\$569.40

Quantity 3x5 7.50 5 1.00 Air Freshener 2 1,75 3.50

5.00

Subtotal

Price Per Item

Subtotal

Exec

Page 3 of 3

Grand Total Water

72.10

11.00

5,00

61.10

Total

Gas

	Employees	Changes	Price per Employee	Total
	15	Cotton	4.69	70,35
1	1	Exec	5.00	5.00
			Subtotal	75.35

Description	Quantity	Price Per Item	Total
3×5	6	1.00	6.00
Scraper	2	1.75	3.50
Roll Towels	2	1.50	3.00
36 " Dust Mop	1	0.68	0.68
·			
		Subtotal	13.18

Gas	Grand Total	88.53
		<u> </u>

Street

Π	Employees	Changes	Price per Employee	Total
П	9	5	3.74	33,66
1	1	Exec pants	2,00	2.00
			Subtotal	35.66

Description	Quantity	Price Per Item	Total
3x5	4	1.00	4.00
4×6	1	2.00	2.00
3×10	1	3,00	3.00
Rd. Shop Towel	50	0.08	4,00
9			
-		Subtotal	13,00

Street	Grand Total	48.66
L		

Sanitation

	Employees	Changes	Price per Employee	Total	Γ
П	15	5	3.74	56.10	Γ
					Ī
			Subtotal	56.10	Ī

Description	Quantity	Price Per Item	Total
			<u> </u>
L		Subtotal	1000
	L	Subtotal	0.00

Sanitation	Grand Total	56.10
		1 00.20

Garage

	Employees	Changes	Price per Employee	Total
3	2	5	3.74	7.48
		3		
		ì	Subtotal	7.48

	Description	Quantity	Price Per Item	Total	Ī	7
L					ľ	Ì
L					Ī	
L					Ī	1
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L					Ī]
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_					L	
_						
		į	Subtotal	0.00	Г]

Garage	Grand Total	7.48
		J L

Wastewater

Employees	Changes	Price per Employee	Total
13	5	3.74	48.62
1	Exec	5.00	5.00
		Subtotal	53.62

Description	Quantity	Price Per Item	Total
Red Shop Tow	60	0.08	4.80
Roll Towels	6	1.50	9.00
CRT Cabinet	3	0.00	0,00
		Subtotal	13.80

Wastewater	Grand Total	67.42
		·

Station #2

Description	Quantity	Price Per Item	Total
3x5	3	1,00	3.00
Wet Mop	2	0.90	1.80
	T, T	Grand Total	4.80

Station #1

Description	Quantity	Price Per Item	Total
3x5	4	1.00	4.00
24" Dust Mop	1	0.60	0.60
48" Dust Mop	1	0.76	0.76
Handles	2	0,00	0.00
Frames	2	0,00	0.00
		Grand Total	5.36

City Hall

Description	Quantity	Price Per Item	Total
	5	1.00	5.00
3×5	L	2.00	2.00
4x6	1		9.00
3×10	3	3,00	11
Scraper	1	1.75	1,75
Scruper	 		Ĭ Į
			+
			<u> </u>
	LL	Grand Total	17.75

Water Distribution

Description	Quantity	Price Per Item	Total
Scraper Mat	2 :	1.75	3.50
Roll Towels	2	1.50	3.00
			ļ
			
		Grand Total	6.50

Utility Billing

Description	Quantity	Price Per Item	Total
3x5	3	1,00	3,00
3×10	5	3.00	15.00
			<u> </u>
	ļ		ļ
		<u> </u>	
			-
		<u> </u>	H
	<u> </u>	Grand Total	18.00

EMS

Description	Quantity	Price Per Item	Total
3×5	4	1.00	. 4.00
4x6	2	2,00	4,00
Handle	2	0.00	0.00
24" Dust Mop	3	0,60	2.04
36" Dust Mop	3	0.68	3,60
Wet Mop	4	0.90	1.80
Soap	5	3.00	15.00
'		Grand Total	30.44

Mr. Floyd moved to grant permission to file suit against Benefit Resources/Oasys Insurance Company & Enterprise Underwriting regarding the former self funding insurance program. Mr. Beasley seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Daughetee, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Mr. Bourne.

Mr. Bourne moved to refund the following amount paid on the 2002 taxes: Royal V. Gosser, 724 W. Hwy 80 in the amount of \$55.72 for a Homestead exemption. Mr. Burnett seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mrs. Dugger, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Daughetee, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Mr. Bourne.

City of Somerset

400 East Mt. Vernon Street P.O. Box 989 SOMERSET, KENTUCKY 42502 (600)679-8388 (800)679-2481 (FAX)



December 2, 2002

Somerset City Council City Hall 400 E. Mt. Vernon Street Somerset, Kentucky 42501

Dear Councitors:

I am writing in behalf of <u>Royal V. Gosser. 724 W. Hwy 80</u>, Somerset, K.Y. who is requesting a refund on their previously paid 2002 City taxes. Mr. T.W. Todd, Property Valuation Administrator, has issued a credit slip for a <u>Homestead</u> exemption in the amount of \$26,800. The amount of refund due is \$55.72. Thank you.

City Clerk

To DAVID GODSEY, School Tax Collector

Credit C Address 7.240 20 Flat 8.2

**Address 7.240 20 Flat 8.2

**VALUATION Florest City School

name for this cross are gentle feed for Date 12-02 Py Aprila Miller

Mrs. Hunley moved to amend the existing water purchase contract between the City of Somerset and the City of Eubank for the purpose of extending the time limitation to be in effect for forty years from the effective closing date of the districts financial agreement. Mr. New seconded the motion. Upon roll call the following Council Members voted "Aye": Mr. Burnett, Mr. Burdine, Mr. Floyd, Mr. Wheeldon, Mr. Beasley, Mr. Daughetee, Mr. New, Mrs. Hunley, Mr. Minton, Mr. Owens and Mr. Bourne. Voting "Nay": Mrs. Dugger.

D. BRUGE ORWIN
ATTORNEY AT LAW
116 NORTH MAIN STREET
SUITE A
POST OFFICE BOX 557
SOMERSET, KENTUGEY 42802-0557

FACSINILE 606-678-4679 E-MAIL DEWINLAWGAOL.COM

TELEPHONE 606-678-4386

November 12, 2002

Mr. Larry Fischer City of Somerset P O Box 989 Somerset, Ky 42502

In re: City of Eubank

Please find enclosed a water purchase extension which we need to obtain from the City in order to get funding for an extension to the Eubank water system. Please have the Mayor execute this on behalf of the City, I will then forward it to the Mayor of Eubank, have it signed by him and return an original copy to him.

Should you have any questions or comments, please give me a call

Sincerely,

75 D. Bruce Orwin

DBO/kdm

Enc. Water purchase extension cc. Darcy Stewart

AMENDMENT NO. 3 TO THE CONTRACT FOR PURCHASE OF TREATED WATER BETWEEN THE CITY OF SOMERSET, KENTUCKY AND THE CITY OF EUBANKS, KENTUCKY

THIS AMENDMENT made and entered into this ______ day of ______, by and between the CITY OF SOMERSET and the CITY OF EUBANKS, KENTUCKY.

For and in consideration of the mutual promises herein contained, the parties hereto do agree as follows:

- 1. The City of Somerset is the successor in interest to Kentucky Water Service Company, Inc., by way of the asset purchase of the Kentucky Water Service Company, Inc., by the City of Somerset in a contract dated the 23rd of December, 1985. This amendment modifies and extends the existing Water Purchase Contract between the Cities, dated 7/9/1971, as a.nended by Supplemental Agreements and Amendments, dated 7/14/1986, 8/17/1989, and 2/15/1994.
- 2. The City of Somerset (Seller) agrees to sell and the City of Eubanks, Kentucky, (Purchaser) agrees to buy treated water from the City of Somerset for the term
- hereof.

 3. The Purchaser has obtained a loan in the amount of \$671,000 from Rural Development/Rural Utilities Service, a facility of the U.S. Department of Agriculture, evidenced by Promissory Note, secured by Mortgage on plant facilities and pledge of certain revenues to the Rural Development/Rural Utilities Service payable over a period of forty (40) years from the date of said foan. This Contract as amended shall be in effect for forty (40) years from the date of said Promissory Note. In addition, this Amendment shall not take effect until and unless approved by Rural Development/Rural Utilities Service. Rural Development/Rural Utilities Service.
- 4. The water will continue to be furnished by the Seller at all existing locations. All the supplier's users will proportionately share in any incurred outages.
- 5. The Seller shall own and operate all facilities leading to and including the Master Meter and the Purchaser shall own and operate all facilities on the discharge side of
- 6. The Seller shall provide to the Purchaser up to eight hundred thousand (\$00,000) gallons per day on an ordinary basis and up to one millions (1,000,000) gallons per day in emergency conditions if the water is available from the Seller.
- 7. The Seller documents to the Purchaser that it has an adequate supply and treatment facilities available to meet the needs of both the Purchaser's and the Seller's customers for the foreseeable future.

This document does not in any way, other than the terms set out herein, amend, repeal, invalidate, or affect any of the terms, conditions and provisions of said Contract for purchase of treated water as previously amended, which remains in force.

IN WITNESS WHEREOF, the parties hereto acting under authority of their retrospective governing bodies, have caused this Amendment Number Three (3) of the Contract to purchase treated water to be duly executed this _____ day of _______.

ATTEST:

SELLER: CITY OF SOMERSET, KENTUCKY

CITY CLERK

MAYOR

ATTEST:

PURCHASER: CITY OF EUBANKS, KENTUCKY

CITY CLERK

MAYOR

This Contract Amendment is approved on behalf of the Rural Development/Rural Utilities Service this __ day of __

Ву:

Title:

There being no further business the meeting adjourned.

APPROVED

MAYOR

ATTEST