

RECEIVED

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

MAR 21 2007
PUBLIC SERVICE
COMMISSION

IN THE MATTER OF:

REQUEST TO FILL AN EXISTING VACANCY ON THE BOARD OF
COMMISSIONERS OF LYON COUNTY WATER DISTRICT


Case No. 2007-00036

Index

Item	Page No.
Curriculum Vitae.....	1-3
Answer to Question No. 2.....	4
Answer to Question No. 3.....	4
Answer to Question No. 4.....	4
Answer to Question No. 5.....	4
Answer to Question No. 6.....	4
Answer to Question No. 7.....	4
Answer to Question No. 8.....	4
Answer to Question No. 9.....	See Attachment A
Answer to Question No. 10.....	5
Answer to Question No. 11.....	See Attachment B & pg. 5
Answer to Question No. 12.....	5
Answer to Question No. 13.....	5
Answer to Question No. 14.....	See Attachment C
Answer to Question No. 15.....	See Attachment D
Answer to Question No. 16.....	6-7

Original and six copies mailed to Commonwealth of Kentucky, Public Service Commission. Copies to Mr. Don Robertson, Mr. John Rudolph, Mr. Chris Sutton, Magistrate Charles Ferguson, Magistrate Buddy Nichols and Magistrate Steve Cruce. One copy of attachment D (audio tape) to Public Service Commission. Tape available at the Lyon County Judge Executive's Office.

Done this the 20th day of March, 2007.


Lyon County Judge Executive
James C. Campbell

Curriculum vitae

DON ROBERTSON

Contact Information

Charles Donald Robertson
6773 U.S. 62 West
Kuttawa, Kentucky 42055
Home phone (270) 388-7600
Cell phone (270) 832-4783
Email address: donrobertson@bellsouth.net

Personal Information

Date of Birth, July 6, 1946
Place of Birth, Princeton, Kentucky
Wife's name, Roberta Knoth Robertson

Employment History

October 31, 2003, retired after 31 years of Public Health Service.

July, 1988 – October 31, 2003, **PUBLIC HEALTH DIRECTOR**, Pennyrile District Health Department

I was responsible for all aspects of the operations of a five county District Public Health Agency. My duties included supervision of all personnel including Direct care, clerical, environmental, and health education staff. I was responsible For program planning and a \$2.2 million public health program with 50 Employees under the direction of the Pennyrile District Board of Health.

The Pennyrile District Board of Health is a ten member board composed of The county Judge/Executive of each of the five counties as well as one medical Professional or lay person from each county served.

Other duties included overseeing all bidding, purchasing and service contracts. I was responsible for contract negotiations and oversight of construction and renovation projects to the local health departments. Three of which were renovated during my tenure.

July, 1980 – July 1988, **ADMINISTRATOR III**, Pennyrile District Health Department.

The Pennyrile District Health Department was formed in 1980. I served as

Chief Financial Officer for the newly formed agency. My duties included Budget preparation and management, employee benefits, purchasing, bidding, Contract negotiations and payroll for the five county district health department. I was also responsible for taxing district and payroll reports.

September, 1972 – July 1980, **HEALTH ENVIRONMENTALIST III, ACTING ADMINISTRATOR**, Pennyriple District Health Dept.

I was a shared employee between Lyon and Crittenden Counties. I was Responsible for all environmental program in the two counties. My Duties included inspection of schools, restaurants, mobile home parks, Hotels/motels and septic systems.

Other duties included dog bite and public health nuisance investigations and Collecting water samples. I was responsible for the administrative duties of The two departments including preparation of the annual program plans and Budgets.

January, 1969 – September, 1972, **SENIOR UNDERWRITER**, State Farm Ins.

I was a senior underwriter in the regional office of State Farm Insurance Company in Murfreesboro, Tennessee. I was responsible for the rating, Acceptance and rejection of automobile insurance risks.

August 1968 – January 1969, **LANDSCAPE ARCHITECT**, James Sanders Nursery,

I was responsible for planning, designing and planting residential and Commercial landscapes in the Paducah, Kentucky area.

1964 – 1968, **COLLEGE STUDENT**, Murray State University, Murray, Ky.

While enrolled in college, I worked the summer months in the Gary, Indiana Area in construction as an Iron Worker affiliated with Iron Workers Local 395, Hammond, Indiana.

Education

M. S. Degree, Murray State University, Economics.

27 hours of psychology as prerequisite to a M.S. Degree in Industrial Psychology at Middle Tennessee State University, Murfreesboro, Tennessee.

B.S. Degree, Murray State University, Agri-Business.

Graduation, Lyon County High School, 1964.

Professional Qualifications

Real Estate Broker, licensed the Kentucky Real Estate Commission in 1974.

Community Service

Chairman, Lyon County Water District.

Board Member, Lyon County Extension Council.

Vice-Chairman, Pennyriple Allied Community Services, Community Action Agency.

Board Member/Farm Manager, Bright Life Farms, Inc., a Christian Group Home In Caldwell County.

Member, Lyon County Senior Citizens Board.

President, Lyon County Chamber of Commerce.

Other Membership Affiliations

Hopewell Baptist Church.

Joppa Masonic Lodge 167, Eddyville, Kentucky.

Rizpah Shrine Temple, Madisonville, Kentucky.

Lyon County Master Gardeners.

Kentucky Colonels.

Lyon County Democratic Executive Committee.

Pennyriple Area Development District (PADD), Water Management Council.

1. Curriculum Vitae attached.
2. July 6, 1946.
3. 6773 U.S. 62 West
Kuttawa, Kentucky 42055
4. No convictions.
5. Don Robertson is a resident of Lyon County, Kentucky.
6. Lyon County High School Graduate, 1964.

B.S. Degree in Agri-Business, Murray State University, 1968.

27 hours psychology prerequisites for a Masters Degree in Industrial Psychology, Middle Tennessee State University, 1969-1972.

M. S. Degree in Ag-Economics, Murray State University, 1988.

7. Chairman of the Lyon County Water District, serving from 1979 to present. The water distribution system for the entire county was constructed during this time. The water district now serves approximately 2,200 customers and continues to grow. He has been involved in all phases of the operation of the water district including grant writing, policy writing, contract negotiation, construction management, equipment purchasing and personnel supervision.
8. He began employment with the Lyon and Crittenden County Health Departments in September 1972. His duties included inspecting public facilities including restaurants, hotels/motels, schools, mobile home parks, dealing with public health nuisance complaints, dog bites and septic tank installations and complaints. From 1972 to 1980 he also served as Acting Administrator for the two health departments with duties including budgeting, personnel issues and Public Health Promotion.

He was instrumental in the formation of Pennyrile District Health Department in 1980. The service area of the District includes Caldwell, Crittenden, Lyon, Livingston and Trigg Counties. His initial duties in the district organization were that of financial officer, responsible for budgeting, purchasing and payroll.

He was appointed District Director in 1988. As director he was responsible for the five county district health department operations which had approximately 50 employees and a \$2.2 million annual budget when he retired in October, 2003.

He has served on the Board of Directors of several public organizations. Currently he serves on the following:

Vice-Chairman, Pennyrile Allied Community Services. A Community Action Agency service eight counties in the Pennyrile Area.

Board member and farm operations manager, Bright Life Farms, Inc., a Christian group home for special adults in Caldwell County.

President, Lyon County Chamber of Commerce.

Board Member, Lyon County Extension Council

9. See Attached. **A**
10. Vice-Chairman, Pennyrile Allied Community Services (PACS).
11. Don Robertson is a licensed Real Estate Broker since 1974. In 2003 he secured a listing for the property adjacent to the Lyon County Water District Office. He advised the Board that the property was for sale. Subsequently the Board decided to purchase the property. He was not present at the meeting in which the formal decision was made to purchase the property; however, he supported the action of the Board.

The transaction was closed on January 16, 2004. Don Robertson did not accept a Real Estate commission for the transaction; however, he advised his client to make a donation to Bright Life Farms, Inc., ^{which} she did. Copies of the real estate contract and closing statement are attached; you will note the closing costs did not include a commission. **Attachment B**

12. Don Robertson has had no other personal or non-official business transactions with the Lyon County Water District.
13. Chris Sutton. July 2010.
John Rudolph. January 2007.
14. Attached. **C**
15. Attached. **D**
- ~~16. Attached.~~

Don Robertson

From: "Sutton, Chris (Pennyrile ADD)" <Chris.Sutton@ky.gov>
To: "Don Robertson" <donrobertson@bellsouth.net>
Sent: Monday, March 05, 2007 4:09 PM
Subject: RE: info for PSC

I guess you and Jimmy Campbell should get together and get this stuff together. I'm not sure if it needs to come from him or the w. dist.

Marvin and/or Brandon may want to look it over too.

Let me know if I can help.

From: Don Robertson [mailto:donrobertson@bellsouth.net]
Sent: Monday, March 05, 2007 4:07 PM
To: Sutton, Chris (Pennyrile ADD)
Subject: Re: info for PSC

Chris,

Thanks for the info. I received my letter today; it was mailed to the water dist. office. It looks like the Fiscal Court will get a copy of our information.

Donnie

----- Original Message -----

From: Sutton, Chris (Pennyrile ADD)
To: donrobertson@bellsouth.net
Cc: Unfried, Jeff (Pennyrile ADD) ; lyoncojudge@bellsouth.net
Sent: Monday, March 05, 2007 8:56 AM
Subject: info for PSC

Don Robertson meetings regarding Pennyrile Water Management Council:

October 2000
January 2001
July 2001
Oct 2002
Feb 2003
July 2003
Sept 2004
Dec 2004
April 2005
Oct 2005
June 2006
Oct 2006

Also project development meetings held in Lyon County with Don Robertson with Water Management Coordinator on the following dates:

11/21/03
12/10/03
6/21/04
12/13/05
6/6/06

Chris Sutton, Assistant Director
Pennyrite Area Development District
300 Hammond Drive
Hopkinsville, KY 42240

Phone 270-886-9484
Fax 270-886-3211

email: chris.sutton@ky.gov
www.peadd.org

LYON COUNTY COURT

JUNE 25, 1963

IN RE: CREATION OF LYON COUNTY WATER DISTRICT

It appearing to the Court that a petition in writing has been made to this Court for the establishment and creation of a Water District to include the premises more fully described hereinafter, said petition being signed by more than seventyfive freeholders thereof; and it appearing that notice of the filing of said petition was given by publication in three issues of a newspaper of general circ/eation in Lyon County, said petition having been filed and advertised more than 30 days before today, and it appearing that no objection has been filed, and it further appearing that the establishment of the WaterDistrict is necessary to the public health, convenience, fire protection and comfort to the residents of the proposed Water District:

NOW, THEREFORE, it is ordered and adjudged that the establishment of the proposed Watr District is necessary for the public health, convenience, fire protection and comfort of the residents of the proposed district, and it is further ordered that a Water District known as the LYON COUNTY WATER DISTRICT, be and is hereby created and established, consisting of the following property located in Lyon County, Kentucky;

Being all that portion of Lyon County lying and being North and East of the Cumberland River and the Barkley Lake Reservoir being under construction except those areas served or to be served by the City of Kuttawa, the City of Eddyville the Fredonia Water District and the proposed force main to be constructed for the City of Princeton, the same covering those areas to be served.

/s/ Francis W. Utley

Judge, Lyon County Court

STATE OF KENTUCKY

COUNTY OF LYON

I, Jane DeFew, Clerk of Lyon County, Kentucky, certified the foregoing instrument to be a true, correct and complete copy of order as recorded in ORDER BOOK K, page 209, in my said office.

Given under my hand and seal this 25th day of July, 1986.


LYON COUNTY CLERK

LYON FISCAL COURT
SEPTEMBER 20, 1990

RESOLUTION

RE: LYON COUNTY WATER SUPPLY PLAN

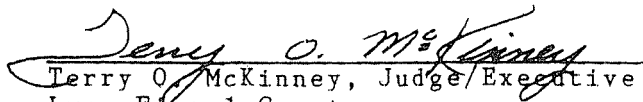
WHEREAS, the Lyon County water supply plan must now be updated under KRS 151 and,

WHEREAS a multi-county, intergovernmental plan offers the most cost-effective means of water supply management planning for the citizens of this county and,

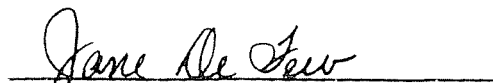
WHEREAS, grant funds are available under KRS 151 to prepare the water supply plan;

NOW THEREFORE, be it resolved that the Fiscal Court of Lyon County authorizes the Pennyriple Area Development District to seek 80% grant funding to up-date the Lyon County water supply management plan with the understanding that the 20% local contribution to the water supply management plan will be "in-kind" services; and

the Fiscal Court of Lyon County FURTHER AUTHORIZES the Pennyriple Area Development District to act on the Court's behalf in arranging such agreements, contracts or understanding with other governments or districts as are necessary to develop a plan for the most efficient, practical and economic method to provide adequate and clean water supplies in keeping with Kentucky laws and regulations.


Terry O. McKinney, Judge/Executive
Lyon Fiscal Court

ATTEST:


Jane DeFew
Lyon County Court Clerk

RESOLUTION OF THE LYON COUNTY, KENTUCKY FISCAL COURT
ACCEPTING THE PROPOSAL OF THE
KENTUCKY ASSOCIATION OF COUNTIES
LEASING TRUST PROGRAM RELATING TO
FINANCING WATER DISTRICT IMPROVEMENTS
TO BE LOCATED AND USED IN LYON COUNTY, KENTUCKY

A resolution of the Fiscal Court of Lyon County, Kentucky (the "County"), confirming and approving actions taken or to be taken by the Kentucky Association of Counties Leasing Trust Program in connection with the financing of Lyon County Water District improvements making up "the Project", authorizing the execution of a lease securing the Project; and authorizing and approving the execution of all related documents in connection with financing the Project,

WHEREAS, the Kentucky Association of Counties Leasing Trust program ("CoLT") has been established pursuant to provisions of KRS 65.210 to 65.300 (the "Act"), for the purpose of providing financing or refinancing for projects of participating public agencies, which projects consist of land, buildings, equipment or other facilities used for public and governmental purposes; and,

WHEREAS, pursuant to the provision of the Act and the resolutions of the Program promulgated thereunder, and in compliance with the criteria established for determining priorities and eligibility among applications for financial assistance, CoLT has determined that the County is entitled to assistance from the Program in accordance with the Act for the purposes of financing of Water District improvements as identified in the application so that the County may lease said Water District improvements used for public and governmental purposes and thereby promote the public welfare of the citizens of the County; and,

WHEREAS, the County is duly and regularly created, and organized and an existing political subdivision of the Commonwealth of Kentucky existing as such under and by virtue of the Constitution, statutes and laws of the Commonwealth of Kentucky; and

WHEREAS, the County has determined, and hereby determines that it is in the best interest of the County to participate in the Kentucky Association of Counties Leasing Trust Program, and, in order to do so, to enter into the Lease and all related documents; and,

WHEREAS, the County intends to appropriate, on an annual basis, sufficient funds to meet all of its obligations under the terms of the Lease.

WHEREAS, a draft of said Lease and related documents have been filed with the County,

NOW THEREFORE BE IT RESOLVED by the Fiscal Court of Lyon County, Kentucky as follows:

Section 1. That the financing of Lyon County Water District improvements outlined in the application of the County to CoLT, shall constitute the project referred to in this resolution.

Section 2. The County hereby approves and authorizes participation in the program and the execution and delivery of the Lease, and all other related documents including any deeds or title transfers required by CoLT and agrees to be bound by the terms of said lease, its exhibits and all associated documents.

Section 3. The County hereby agrees to appropriate and authorize payment of money sufficient to pay any and all rental payments required by the terms of the Lease.

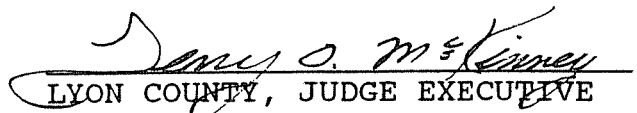
Section 4. If any section, phrase or provision of this resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this resolution.

Section 5. The County hereby designates the Lyon County Judge Executive to act as representative of the County in connection with the matters provided in this resolution and said representative is authorized and directed to execute and deliver for and on behalf of the County the Lease and all associated documents and any and all other acts necessary or desired by CoLT in connection with the County's participation in the program.

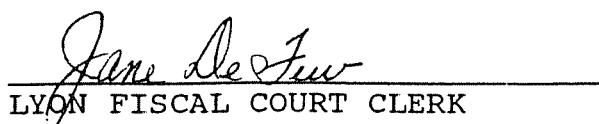
Section 6. To the extent any existing or future County resolution, ordinance or part thereof is in conflict, the provisions of this resolution will prevail and be given effect. This resolution will be in full force and effect from and after adoption as provided by law.

Signed by the County Judge Executive as evidence of the County's approval, attested under seal by the Clerk of the Fiscal Court, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

Passed and adopted *October 11th*, 1990.


LYON COUNTY, JUDGE EXECUTIVE

ATTEST


LYON FISCAL COURT CLERK

This is a legally binding contract. If you do not fully understand the terms of this contract, contact an attorney

DECEMBER 26, 2003

(Date)

The undersigned Buyer(s) (whether one or more, hereinafter collectively called the "Buyer") offers to purchase from the Seller(s) (whether one or more, hereinafter collectively called the "Seller") the following described property, with all improvements and appurtenances thereunto belonging, known as West Side of Lynn Co. Water District plus tract's adjoining and further described in Deed Book Mary Lou Nester Property, Page _____, County of Lynn, State of Kentucky (the "Property").

1. PURCHASE PRICE: The purchase price for the Property shall be the sum of 100,000 Dollars (one Hundred Thousand Dollars) payable as follows:

- \$ 500.00 Earnest Money Deposit
- \$ 99,500.00 Additional cash on closing
- \$ 0 Cash by obtaining mortgage (2A)
- \$ 0 Assumption of existing mortgage (2B)
- \$ _____
- \$ _____
- \$ 100,000.00 TOTAL PURCHASE PRICE

RECEIPT OF BROKER
I hereby acknowledge receipt of deposit of \$ _____ in (Cash) (Check) and to be deposited in Escrow account within 2 days of accepted contract.
Agent _____
Broker _____

2. MORTGAGE OR ASSUMPTION OF MORTGAGE: (Check applicable section)

- N/A 2A. Buyer agrees to apply for and use Buyer's best efforts to obtain a _____ mortgage loan for a term not less than _____ years, with interest not to exceed _____ % per annum with payments, including principal and interest, not to exceed \$ _____ per month plus taxes and insurance, if applicable. Buyer shall pay all loan closing costs; points required by the lender shall be paid by the (buyer) (seller), in an amount not to exceed _____ points. If a loan commitment is not obtained in _____ days, this Contract shall be null and void at Seller's option.
- N/A 2B. Buyer agrees to apply for and use Buyer's best efforts to assume and agree to pay an existing mortgage held by _____ with a current balance of approximately \$ _____ after the _____ payment. The cash at closing and loan assumption balance may vary from the above according to the exact balance of the existing loan as determined by said mortgage company. Any excess in the escrow balance shall be the property of Seller and any deficiency in the escrow balance shall be the responsibility of Seller. The present interest rate on the mortgage is _____ % with monthly payments of \$ _____ including principal, interest, taxes and insurance. (Note: The lender may require adjustment of interest rate, which may change the monthly payment). Buyer shall pay any loan transfer fees. The monthly payments will be prorated as of the date of closing. If Buyer has not received approval to assume the existing mortgage within _____ days from the date hereof this Contract shall be null and void at Seller's option.
- N/A 2C. For VA, FHA or Purchase Money (owner) financing, see special stipulations.
- 2D. Application for the loan specified above will be made within _____ days of acceptance of this Contract.

3. PROPERTY INCLUDED: The term Property as herein used shall include all fixtures such as shades, screens, linoleum, storm doors and windows, curtain rods, antenna, lighting, heating, and plumbing equipment, if any, plus all articles so attached or built in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition, plus the following: N/A

4. DEED: At closing, upon the Purchase Price being paid as provided in Paragraph 1 hereof, an unencumbered marketable title to the Property shall be conveyed to Buyer by deed of general warranty with the usual covenants such as any national title company will insure, free and clear of all liens and encumbrances except (i) such liens and encumbrances as Buyer may specifically approve; (ii) restrictions imposed by the Planning and Zoning Commission; and (iii) easements of record and all restrictions as to the use and improvement of the Property of record, including but not limited to the following: _____

Should the title to the Property appear defective, Seller shall have 90 days after receipt of notice from Buyer of such defect or defects within which to remedy same at the cost of Seller.

5. CLOSING COSTS: Seller shall pay the transfer tax for the deed, and for preparation of the deed, and Buyer shall pay for the opinion of title, unless such title shall be defective and such defect is not remedied by Seller, in which case Seller shall reimburse Buyer for Buyer's actual cost incurred for such title opinion. Other closing costs shall be paid as follows: _____

6. (a) All taxes and assessments upon the property shall be adjusted between the parties as follows: Seller Shall Pay Taxes to 12/31/03, Buyer Shall Pay Taxes beginning 1/1/04

(b) Rents, operating expenses, crops, etc. are to be adjusted between parties as follows: N/A

7. TERMITE INSPECTION: Seller shall provide Buyer with a satisfactory certification from a reputable pest control company certifying the improvements to be free from wood destroying organisms, infestation or damages therefrom. Should the certification reveal such infestation or damages resulting from termites or wood destroying organisms, SELLER shall pay for all treatment and repairs and, if not, BUYER may declare this contract null and void.

transaction has failed to close on or before the date set forth herein for any reason other than a default by Seller. Seller shall have the right, at Seller's option, to terminate this Contract by giving written notice thereof to Buyer.

9. **EARNEST MONEY:** The earnest money shall be placed into an escrow account of Robertson Real Estate. The earnest money deposit shall only be removed from a real estate broker's escrow account upon performance (closing), written agreement of the parties, or a court order, in accordance with KRS 324.111 (4). The buyer retains full right to said deposit if seller fails to accept this offer, the loan described in paragraph 2 is not timely secured by buyer despite buyer's diligent efforts, or the title of seller is unmarketable. The seller shall be entitled to said deposit upon default by buyer, including buyer's failure to timely seek financing as described in paragraph 2 or to comply with any other material obligation imposed under this agreement.

10. The Seller agrees to pay the broker a commission of 5 % or \$ _____ of the purchase price. If more than one broker is involved in this transaction, the commission shall be split as follows:

to listing broker (Robertson Real Estate)
Company Name

N/A to cooperating broker (_____)
Company Name

11. **POSSESSION:** Possession of the Property shall be given as specified below:

(a) Physical possession of the Property shall be delivered to Buyer on the date of closing.

N/A (b) Physical possession of the Property shall be delivered to Buyer after the date of closing, but no later than _____ 19 _____. If Seller holds over in possession of the Property after the date of closing, Seller shall pay Buyer \$ _____ per day from the date of closing to the date possession is delivered to Buyer.

N/A (c) The Property, or a portion thereof, is subject to a lease (the "lease"). All leases pertaining to this Property shall be attached to and incorporated into this Contract. All rights of Seller as Landlord under the Lease(s) shall be transferred to Buyer upon the date of closing.

12. **RISK OF LOSS OR DAMAGE:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause shall remain with Seller until date of closing. If the Property is destroyed or materially damaged by any of the aforementioned, this Contract shall be null and void at the option of Buyer and the earnest money returned.

13. **MAINTENANCE:** Until physical possession is delivered to Buyer, Seller agrees to maintain any heating, cooling, plumbing, electrical systems, and any built-in appliances and equipment in normal operating condition capable of continued service, and to keep the roof water tight and to maintain the grounds. Seller further warrants that there presently exists no latent defects known to Seller which would materially impair the fitness of the Property for its intended use, except _____

14. **BROKER REPRESENTATIONS:** The parties agree that no real estate broker, salesperson, nor agent of either, has made any representation as to the nature or condition of the Property or any part thereof, nor do such brokers, salespersons, or agents, expressly or implied, warrant the Property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities.

15. **ENTIRE AGREEMENT:** Buyer and Seller have read the entire contents of this Contract, agree that all terms and conditions pertinent hereto are included in this writing, and agree that no verbal agreements or understandings of any kind shall be binding upon the parties.

16. **TIME:** Time is of the essence in this entire Contract.

17. **SURVIVAL:** If the parties to this contract desire that any term of this agreement survive the closing and transfer of deed to Buyer, an agreement must be executed prior to closing acknowledging such an intent.

18. Special stipulations set forth in attachments to this Contract are incorporated into this Contract.

19. **ACCEPTANCE:** This offer shall remain open for acceptance by Seller, by execution hereof, at or prior to 4:30 a.m. (6 p.m.) on the 6th day of JANUARY, 19 2004. If accepted within such time, this Contract shall be in full force and effect.

Mary Lou Hunter, 4074 Hwy 910 South, Kuttawa, Ky 40257
Buyer (type or print as to appear on deed)

Mary Lou Hunter
Buyer (signature)

Buyer (signature)

-----ACCEPTANCE-----

I (we) hereby (accept) (reject) Buyer's offer at 10:15 A m. on the 29th day of Dec, 2003

Buyer: John Sutton, Sec Lyon County Water District
Seller: _____

I (we) hereby reject Buyer's offer; however, I (we) counteroffer on the same terms set forth above, with the following additions and/or changes: _____

This counteroffer must be accepted by _____ m. on the _____ day of _____ 19 _____

Seller _____ Date _____ Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Hunter to Lyon Water District

COPY

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Lyon County Water District P.O. Box 675 Eddyville, KY 40228	E. Name, Address & TIN of Seller: Mary Lou Hunter 4074 Hwy. 810S Kuttawa, KY 42055	F. Name & Address of Lender:
G. Property Location: Highway 62/641 Kuttawa, KY 42055	TIN of Seller: 571-22-9794 Place of Settlement: 211 W. Main St. Eddyville, KY 42038	H. Settlement Agent: Choat & Wilson, P.S.C. Attorneys at Law I. Settlement Date: January 12, 2004

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	100,000.00	401. Contract sales price	100,000.00
102. Personal Property		402. Personal Property	
103. Borrower's settlement charges (line 1400)	\$ 582.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to	\$ 0.00	406. City/town taxes to	\$ 0.00
107. County taxes to	\$ 0.00	407. County taxes to	\$ 0.00
108. Assessments to	\$ 0.00	408. Assessments to	\$ 0.00
109. to	\$ 0.00	409. to	\$ 0.00
110.		410.	
111.		411.	
112.		412.	
113.		413.	
120. Gross Amount Due from Borrower	\$100,582.00	420. Gross Amount Due to Seller	\$100,000.00
200. Amounts Paid by or In Behalf of Borrower:		500. Reductions in Amount Due to Seller:	
201. Deposits or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$ 300.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage	
205.		505. Payoff of second mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to	\$ 0.00	510. City/town taxes to	\$ 0.00
211. County taxes to	\$ 0.00	511. County taxes to	\$ 0.00
212. Assessments to	\$ 0.00	512. Assessments to	\$ 0.00
213. to	\$ 0.00	513. to	\$ 0.00
214. BUYER WILL PAY 2004 TAXES		514. BUYER WILL PAY 2004 TAXES	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/for Borrower	\$ 500.00	520. Total Reduction Amount Due Seller	\$ 300.00
300. Cash at Settlement From/to Borrower		600. Cash at Settlement To/from Seller	
301. Gross amount due from borrower (line 120)	\$100,582.00	601. Gross amount due to seller (line 420)	\$100,000.00
302. Less amounts paid by/for borrower (line 220)	\$ 500.00	602. Less reductions in amount due seller (line 520)	\$ 300.00
303. Cash <input checked="" type="checkbox"/> from <input type="checkbox"/> to Borrower	\$100,082.00	603. Cash <input checked="" type="checkbox"/> to <input type="checkbox"/> from Seller	\$99,700.00

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8252, and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Mary Lou Hunter (Seller)
Mary Lou Hunter

Mary Lou Hunter (Seller)

Description of Commission (line 700) as follows:				Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
703 Commission paid at Settlement to Robertson Real Estate					
704					
800: Items Payable in Connection with Loan:					
801: Loan Origination Fee					
802: Loan Discount					
803: Appraisal Fee					
804: Credit Report					
805: Lender's Inspection Fee					
806: Mortgage Insurance Application Fee					
807:					
808:					
809:					
810:					
811:					
812:					
813:					
814:					
900: Items Required by Lender to Be Paid In Advance					
901: Interest from		to	@ \$		per day
902: Mortgage Insurance Premium for					
903: Hazard Insurance Premium for					
904:					
905:					
1000: Reserves Deposited with Lender					
1001: Hazard insurance	months @ \$		per month	\$ 0.00	
1002: Mortgage insurance	months @ \$		per month	\$ 0.00	
1003: City property taxes	months @ \$		per month	\$ 0.00	
1004: County property taxes	months @ \$		per month	\$ 0.00	
1005: Annual assessments	months @ \$		per month	\$ 0.00	
1006:	months @ \$		per month	\$ 0.00	
1007:	months @ \$		per month	\$ 0.00	
1008:					
1009: Aggregate Accounting Adjustment					
1100: Title Charges					
1101: Settlement/closing fee to Choat & Wilson, P.S.C.					
1102: Abstract/title search					150.00
1103: Title examination to Choat & Wilson, P.S.C.					
1104: Title insurance binder				570.00	
1105: Document preparation to Choat & Wilson, P.S.C. (deed preparation)					50.00
1106: Notary fees					
1107: Attorney's fees (includes above item numbers)					
1108: Title insurance (includes above item numbers)					
1109: Lender's coverage					
1110: Owner's coverage					
1111:					
1112:					
1113:					
1200: Government Recording and Transfer Charges					
1201: Recording fees:	Deed \$12.00	Mortgage	Release	\$12.00	
1202: City/county tax/stamps:	Deed	Mortgage			
1203: State tax/stamps:	Deed \$100.00	Mortgage			\$100.00
1204:					
1205:					
1206:					
1300: Additional Settlement Charges					
1301: Survey POC by Mary Lou Hunter (\$686.00)					
1302: Pest Inspection					
1303:					
1304:					
1305:					
1306:					
1307:					
1308:					
1400: Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)				\$ 582.00	\$ 300.00

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller: Mary Lou Hunter Borrower: Chas Sullivan, Sec
 Seller: Mary Lou Hunter Borrower: Chas Sullivan, Sec.
Mary Lou Hunter Lyon County Water District
Mary Lou Hunter Lyon County Water District

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Choat & Wilson, P.S.C. Date: 1-16-4
Choat & Wilson, P.S.C. January 16, 2004

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

**LYON COUNTY FISCAL COURT
REGULAR MEETING
December 13, 2006**

The Lyon County Fiscal Court met in regular session on Wednesday, December 13, 2006, with the following members present: Judge Sara Boyd, Magistrates Charles Ferguson, Steve Cruce and Buddy Nichols and County Attorney Lindell Choat.

The invocation was given by Bro. Carl Nelson and the pledge to the flag was lead by the court.

The court heard comments from the audience regarding Raintree Drive in Paradise Hills Subdivision. Judge Boyd told the court that an engineer from the state would evaluate the road tomorrow, 12-14-2006.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the minutes. The vote was unanimous.

On motion made by Mag. Buddy Nichols and seconded by Mag. Charles Ferguson the court approved the Finance Officers report. The vote was unanimous.

On motion made by Mag. Buddy Nichols and seconded by Mag. Steve Cruce the court approved the transfers. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the inter fund transfers. The vote was unanimous.

On motion made by Mag. Charles Ferguson and seconded by Mag. Buddy Nichols the court approved the Treasurers report. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the claims. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the additional claim not to exceed \$6000.00 for bridge repair. The vote was unanimous.

On motion made by Mag. Buddy Nichols and seconded by Mag. Charles Ferguson the court approved the E-911 fee of \$2500.00. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the bid from C & C Fence for the Convenience Center of \$2100.00. The vote was unanimous.

Question 14 - Answer Attachment C page 1

Lyon County Fiscal Court
Regular meeting
December 13, 2006

Page 2

On motion made by Mag. Charles Ferguson and seconded by Mag. Buddy Nichols the court approved the Clerk's report subject to audit. The vote was unanimous.

On motion made by Mag. Charles Ferguson and seconded by Mag. Buddy Nichols the court approved the Sheriff's report subject to audit. The vote was unanimous.

On motion made by Mag. Charles Ferguson and seconded by Mag. Steve Cruce the court approved the appointment of B J Wadlington to the Amber Village Board. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Buddy Nichols the court approved the appointment of Ray Belt to the Amber Village Board. The vote was unanimous.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the appointment of Denise Sutton to the Lyon County Health Department Board. The vote was unanimous.

On motion made by Mag. Buddy Nichols and seconded by Mag. Charles Ferguson the court approved the appointment of John Rudolph to the Housing Board. The vote was unanimous.

On motion made by Mag. Buddy Nichols and seconded by Mag. Charles Ferguson the court approved the appointment of Rod Murphy to the Ambulance Board. The vote was unanimous.

Don Robertson was recommended to the Lyon County Water District Board, but was not appointed due to lack of motion.

On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the appointment of Jim Emily to the Tourism Board. The vote was unanimous.

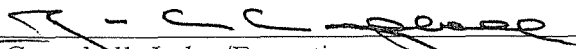
On motion made by Mag. Steve Cruce and seconded by Mag. Charles Ferguson the court approved the Road Departments report. The vote was unanimous.

Lyon County Fiscal Court
Regular meeting
December 13, 2006

Page 3

There will be a special called meeting on Friday, December 15, 2006 at 9.00 am.

On motion made by Mag. Buddy Nichols and seconded by Mag. Charles Ferguson the meeting was adjourned. The vote was unanimous.


James C. Campbell, Judge/Executive