

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 13 2014

PUBLIC SERVICE  
COMMISSION

In the Matter of:

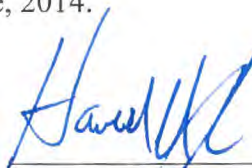
BEFORE THE PUBLIC SERVICE COMMISSION )  
IN THE MATTER OF THE APPLICATION OF )  
THE TODD COUNTY WATER DISTRICT TO ) No. 2014-00086  
CONSTRUCT AN OFFICE BUILDING IN WAREHOUSE )  
FACILITY PREMISES )  
)  
)  
)

**RESPONSE AND NOTICE**

The Todd County Water District, for its response to the Commission's Order dated June 10, 2014 gives notice there is attached hereto, and made a part hereof the requested information.

Further, by way of response, the undersigned's Administrative Assistant, has been absent from work as a result of a medical condition. Consequently, the compilation, and indexing of the requested materials, was delayed and not accomplished in the time requested. It also should be noted, as demonstrated by the materials annexed hereto, the information requested is somewhat voluminous. Further, many of the requests require inquiry to ascertain whether or not various materials exist. The District worked diligently to make those inquires and complied data which is responsive to the requests.

Respectfully submitted, this 12<sup>th</sup> day of June, 2014.



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Harold M. Johns  
12 Public Square  
P.O. Box 746  
Elkton, KY 42220  
Telephone: 270-265-2912  
Facsimile: 270-265-2054  
Attorney for the Todd County Water District



**Treatment Facility Plant is used for storage, maintenance, and for storage of service supplies. The grounds outside the treatment facility are used for equipment storage and pipe storage. Our two field employees work from this facility daily.**

3. Provide Todd District's number of office and field employees.

**Answered By: John Haley**

**Answer: Todd County Water District employees two (2) office (clerical); two (2) supervisors; and two (2) field employees.**

4. Describe how Todd District utilizes both the current office building and the maintenance/storage facility. Include and demonstrate all activities on the requested floor plans and diagrams. For each activity, include the number of employees and number of vehicles involved. Provide the total number and type of vehicles Todd District owns.

**Answered By: John Haley**

**Answer: Todd County Water District Current Office Description and Layout**

**The Water District currently rents a building at 617 West Main Street Elkton, KY from the City of Elkton. The District's ten (10) year lease expired and the District could not renegotiate a reasonable long term lease and currently has a month-to-month rental of the building. The original Rental Agreement for the first ten (10) year term was \$500 (month). The landlord demanded \$1,500 (month) for rental, when renewal of the lease was requested. The current month to month rent is \$1,000.00 per month until occupancy terminates. As Lessee, Todd County Water District is responsible for all alterations and improvements to the premises. Prior to occupying the**

building Todd County Water District made renovations to the building at the expense of Todd County Water District.

The current office has an adequate amount of room. It consists of a large conference room, lobby, kitchen, file room, map room and offices.

Although the rented office space is personnel friendly, it is not customer friendly. The office does not have a drive thru nor does the lot permit the installation of one without extensive grade work. There is a long (120 ft.) sidewalk leading into the office with two sets of five (5) steps to climb. The handicap accessible entrance is located in the rear of the building and customers do not utilize it as they should which has led to numerous customer falls. To date customers injuries consist of minor cuts and bruises.

The building construction was in the 1970's and is energy inefficient. The utility bills are very expensive for heating and cooling the office. The building has a mold and moisture problem requiring the use of dehumidifiers constantly to keep the office comfortable and safe. The original contract states the District be responsible for any alterations or improvements to the office to remedy the problems and make it more accessible to customers. With the office issues and the inadequate maintenance facility the District concluded a new office and maintenance facility in the same location would be in the best interest of the District and its customers.

#### Todd County Water District Current Maintenance Facility Plant Description

The Todd County Water District maintenance personnel currently use the District's inactive water treatment plant as a maintenance facility and have since

2003. The building is two (2) floors; the first floor was the District's former administrative office and is currently used for storage and the second floor was the operations area for the treatment plant and is now used for storing spare parts, scada room, break room, and bathroom.

The first floor currently has a small office and conference room area used for storage. The rest of the first floor is unusable due to piping, filters, and pumps previously used for water treatment.

The second floor has two old chemical rooms that are used to store spare parts. The operations office is used for the scada room. The old laboratory is used for the break room and the restroom is located between the breakroom and scada room. The rest of the second floor is unusable due to filters, controls, and operating equipment used in the previous water treatment. See Exhibit "3."

The District's water service area and customer base has grown over the years and the District has outgrown this facility. The facility is inadequate for daily operations. This facility does not have a shop area to work in nor sheds to house equipment and vehicles when not in use, leaving equipment and vehicles out in the elements. The facility is energy inefficient. There is a large amount of unusable space that has to be heated and cooled, leading to high utility bills. This facility is ten (10) miles north of Elkton, Kentucky and is separated from our office operations leading to long response time on service and repair calls as well as increased travel costs.

Todd County Water District currently owns six (6) vehicles or pieces of equipment identified as follows: (a) 2007 Chevrolet Silverado Pick-up, (b) 2008

**GMC Pick-up, (c) 2008 Chevrolet C1500 Pick-up, (d) 2014 Chevrolet Silverado Pick-up, (e) 1997 Case Backhoe, (f) 2003 25 ft. Gooseneck Trailer, and (e) pull type air compressor.**

5. State whether Todd District owns and/or operates its own meter-testing facilities and explain whether testing is conducted on the premises of the maintenance/storage facility.

**Answered By: John Haley**

**Answer: Todd County Water District does not own or operate any meter testing facilities. Further, Todd County Water District does not conduct testing of meters at any of its premises.**

6. Provide the cost of operation of the existing office building and maintenance/storage facility. Present supporting details and documentation (utility bills, etc.)

**Answered By: Kathy Coneya**

**Answer: The cost of operation for the existing office building is \$30,028.57. See Exhibit "4."**

**The cost of operation for the maintenance and storage buildings is \$10,297.95. See Exhibit "4."**

**For a detail of the expenses incurred in maintaining and operating these two (2) facilities please see the attached invoices. See Exhibit "5."**

7. Refer to Todd District's Supplement to the Application, Item 2, Todd District states, "The landlord is not willing to take the necessary steps to modify the facility to meet the District's and customers' needs."

a. Described the necessary steps and the corresponding modifications.

**Answer:** The main modification necessary to continue the service to customers at this location is a handicap accessible entry point at the front of the building. The rear of the building does have a handicap accessible point but the location and its existence, although marked with signs, are not clearly apparent to our customers, and a long walk to enter the office space is required. The current building was built in 1970's. The Todd County Water District occupying the property from 2001 has experienced mold and mildew problems in the building. The Water District has consistently operated two dehumidifiers year around in the building to try to alleviate the problem. The building when constructed was not adequately insulated and is not energy efficient. As a result of the poor insulation Todd County Water District's electric bills for heating and cooling are extremely high given the size of the building. Further, see Exhibit "1", requires Todd County Water District to bear the expense of all improvements to a building it does not own and has no long term lease in effect.

b. Provide an estimate of the cost to implement such modifications.

**Answer:** The Water District has been unable to negotiate a long-term lease agreement with the City of Elkton to justify the needed improvements. The previous lease agreement requires the District to bear the cost of all alterations and improvements to the premises. The costs of the needed improvements to a building that is approximately 40 years old are in the opinion of the Water District, cost prohibitive. The cost to repair the mold and mildew problems, the extensive grade and excavation work, and to make the building energy

**efficient does not fit into the District's long term goals in providing service to our community.**

c. Clarify whether the landlord (City of Elkton) or Todd District would have borne the cost of these modifications.

**Answer: The lease mentioned in the response to question one (1) provides the District is responsible for all maintenance and repair costs to this facility at this location. See Exhibit "1" highlighted paragraph on page 2 and numerical paragraphs "10" and "11" on page 4.**

d. Provide copies of any written communication between Todd District and the city of Elkton which supports the contention made above.

**Answered By: John Haley**

**Answer: Copy of lease stating Todd County Water District is responsible. See Exhibit "1." Copies of any written communications are attached. See Exhibit "6."**

8. Justify the need of the maintenance and storage facility. Describe what activities will be undertaken there. Include the number of employees and vehicles involved.

**Answered By: John Haley; Kathy Conyca**

**Answer: The current maintenance and storage facility is not handicap accessible; is energy inefficient; contains wasted space; and, is not suitable to perform day to day operations and serve the District's customers efficiently. The old treatment facility is inadequate and located 10 miles from the administrative office; also it does not provide appropriate storage for equipment and supplies; and, is adding to the response time and travel costs to meet the needs of the customers. When the facilities are located next to each other,**



**communication between the staff will be greatly improved with all the District's tools, maps, and equipment on one site.**

9. State how the proposed location was selected. Indicate whether a feasibility study was conducted for the selection of the location.

**Answered By: Dr. George Brown**

**Answer: The Todd County Water District has been seeking property for some time. Todd County is a small rural community where most real estate is closely held by its owners and rarely becomes available. When Todd County Water District began looking for an ideal location it sought for a site outside, but still near to the city limits of Elkton in order to preserve a central location for its customers to be able to conveniently pay their bills while in town addressing other business. The District also wanted a location near the Post Office and banking facilities. It was also important to the Water District to find a location that was accessible to a main highway. The selected location lies just off US 68-80 and provides quick access to the Todd County Water District's customers from several directions and is a convenient central location. Attached is a map depicting the two (2) properties which the Water District considered. One location is the Coffman Property 3.25 Acres for \$60,000.00, and the second location is the Edward and Patsy Kennedy property consisting of 8 Acres for a total purchase price of \$120,000.00. See Exhibit "7."**

10. Provide any available studies, analyses, correspondence, electronic mail messages, board meeting minutes, and other written documents that discuss the location and the purchase of

the land needed for this project. State whether any other locations were considered, and include a map.

**Answered By: Kathy Conyea/Dr. George Brown**

**Answer: The Water District was able to identify two potential locations which would meet the District's needs. Attached is a map showing the location of both properties. See Exhibit "7." Also included are the minutes of the Todd County Water Districts meetings relating to discussions surrounding purchase of the property. See Exhibit "8."**

ii. Identify all energy-efficiency measures that Todd District has proposed to be incorporated into the new facilities.

**Answered By: John Haley**

**Answer: All energy efficient measures are included in the bid packet submitted to contractors for the construction of said property. Reference is made to the bid packet for more detailed information. See Exhibit "9."**

12. Refer to Todd District's Second Supplement to the Application. Todd District submitted five bid documents.

a. Identify the winning bidder.

**Answer: Denham-Blythe Company, Inc., 855 Springfield Highway, Suite 101, Goodlettsville, TN 37072 (615)855-2244**

b. Provide documentation supporting the selection of the winning bidder. Include any correspondence, electronic mail messages, board meeting minutes, and any other written documents that discuss the selection of the winning bidder.

**Answer:** On January 27, 2014, Todd County Water District established a committee for making decisions regarding the selection of the best bid for construction of this facility. The committee consisted of John Haley, TCWD Superintendent; Brent Traugher, PE, the District's former superintendent; and Ed Slack, the Todd County Water District treasurer and retired bank, vice president. After receiving bids, the committee met on February 24, 2014 recommended hiring Denham Blythe to the Commission for the purpose of construction. The contract with Denham Blythe has not been executed at this time since the Todd County Water District is awaiting the Public Service Commission's approval before signing the contract. The proposed contract with Denham-Blythe is attached. See Exhibit "10".

c. Provide additional justification as to why the lower bidders, including the lowest bidder, were not selected.

**Answered By:** John Haley

**Answer:** The apparent low bid was deemed by the committee as vague and inadequate. The absolute low bidder was deemed not suitable and unqualified for various reasons including knowledge of the builders history and their reputation for poor quality work.

13. Refer to Todd District's Supplement to the Application, Item 7.

a. Provide a justification of each of the costs presented as part of the total estimated annual cost of operation of the new facilities after being placed in service.

**Answer:** The costs submitted in the supplement to the application, Item 7, were estimates based on a sample of three months utility bills that were

multiplied to represent a full year. The costs listed in 13 (c) are actual usages and bills from a twelve month time frame.

b. Provide supporting documentation: include the names of utilities that will provide electric, water, wastewater, telephone, and gas services at this new location and note the utility cost differences between the existing and proposed locations.

**Answer:**     **Electric- Pennyrile RECC**  
                   **Water – TCWD**  
                   **Phone – AT&T**  
                   **Wastewater an on-site septic system**  
                   **Natural Gas is not available**

c. Provide a comparison between this estimate and the cost of operation of the existing facilities as requested in question 6 of this data request. Tabulate the results.

**Answer:**     **Existing Facility at 617 West Main Street (an actual listing from a twelve month time frame)**

<u>Service</u>	<u>Description</u>	<u>Yearly Amount</u>
ADT/TYCO	Alarm System	\$1,806.08
Building Rent	\$1,000/month	\$12,000.00
Oliver's Lawn Care	Mowing	\$1,485.00
Pennyrile Electric	Utility	\$7,123.38
AT&T	Phone	\$5,829.96
Elkton Utilities	Water bill	\$644.48
Waste Management	Trash disposal	<u>\$1,139.67</u>
	<b>Total Cost</b>	<b>\$30,028.57</b>

**Existing Water Plant/Maintenance Shop-1912 Highland Lick Road (an actual listing from a twelve month time frame)**

<u>Service</u>	<u>Description</u>	<u>Yearly Amount</u>
ADT/TYCO	Alarm System	\$628.60
Oliver's Lawn Care	Yard mowing	\$600.00
Pennyrile Electric	Utility	\$7,618.11
AT&T	Phone	<u>\$1,451.24</u>
	<b>Total Cost</b>	<b>\$10,297.96</b>

**New Facility of Todd County Water District Office (An Estimate)**

<u>Service</u>	<u>Description</u>	<u>Yearly Amount</u>
Security	NewSystem Professional Alarms	\$300.00
Lawn	Same as Old Office	\$1,485.00
Electric	New Estimate(E-Source)	\$3,484.00
Phone	Same as Old Office	\$5,829.96
Water	New Service from TCWD	\$117.30
Trash	Same as old Office	<u>\$1,139.67</u>
	<b>New Office Operations Total</b>	<b>\$12,356.00</b>
	<b>Savings Compared to Current Facility</b>	<b>59%</b>

Or

\$17,663.56

**New Maintenance Facility operation cost**

<u>Service</u>	<u>Description</u>	<u>Yearly Amount</u>
Security	NewSystem Professional Alarms	\$300.00
Electric	New Estimate(E-Source)	\$4,742.00
Phone	Same as Old Office	\$1,451.24
Water	New Service from TCWD	<u>\$117.30</u>
	<b>New Maintenance Facility Operations Total</b>	<b>\$6,611.00</b>
	<b>Savings Compared to Current Facility</b>	<b>36%</b>

Or

\$3,684.95

14. Provide the size of the new parcel of land in acres. Indicate whether a smaller or other lot size has been considered. Provide the cost of the lot and state whether this cost is included in the total cost of the proposed project.

**Answered By: John Haley**

**Answer: The property is 3.25 Acres. The property was purchased for \$60,000.00. A larger 8 Acre tract was considered at \$120,000.00. To provide customer amenities, as well an adequate maintenance area, a site smaller than three acres is not feasible. See site plan attached Exhibit "11."**

15. Explain how the lack of either a maintenance or storage facility may be a contributing factor to a compromised level of service to Todd District's customers.

**Answered By: John Haley**

**Answer: See Answer to No. 4 of this Response and Exhibit "2".**

16. Provide a list, with amounts, of applicable professional service fees (engineering, architectural, legal, etc.) that have been or are expected to be incurred, and state whether such amounts are already included in the cost estimates indicated in the application.

**Answered By: John Haley**


**Answer: Denham Blythe Design \$27,500 contract attached. See Exhibit "9."  
Legal – (including this application) \$5,000**

17. Provide a detailed list of all items included in the total cost of the project.

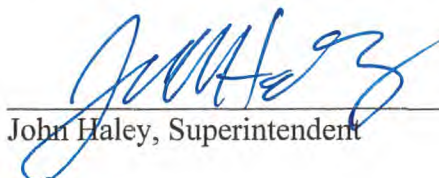
**Answered By: John Haley**

**Answer: Denham-Blythe proposal attached. See Exhibit "9." This is a design-build office facility and maintenance facility that is turn-key.**

Respectfully submitted this 12 day of June, 2014.



Harold M. Johns  
12 Public Square  
P.O. Box 746  
Elkton, KY 42220  
Telephone: 270-265-2912  
Facsimile: 270-265-2054  
Attorney for the Todd County Water District



John Haley, Superintendent

Kathy Conyea  
Kathy Conyea, Office Manager

Dr. George D. Brown  
Dr. George D. Brown, Chairman

STATE OF KENTUCKY )  
COUNTY OF TODD )

SUBSCRIBED and SWORN to before me by John Haley, Superintendent of Todd County Water District, on this 12th day of June, 2014.

My Commission Expires: 12-04-2016

Sue Greenfield  
Notary Public, KY State at Large

STATE OF KENTUCKY )  
COUNTY OF TODD )

SUBSCRIBED and SWORN to before me by Kathy Conyea, Office Manager for the Todd County Water District, on this 12th day of June, 2014.

My Commission Expires: 12-04-2016

Sue Greenfield  
Notary Public, KY State at Large

STATE OF KENTUCKY    )  
                                  )  
COUNTY OF TODD        )

SUBSCRIBED and SWORN to before me by Dr. George D. Brown, Chairman of the Board, for the Todd County Water District, on this 12th day of June, 2014.

My Commission Expires: 12-04-2016

Sue Greenfield  
Notary Public, KY State at Large



RECEIVED

JUN 13 2014

PUBLIC SERVICE  
300 MORGAN

LEASE

This Lease, made and entered into this 10<sup>th</sup> day of August, 2001

between the City of Elkton, Kentucky, hereinafter called the "LESSOR"; and Todd County Water District, hereinafter called the "LESSEE",

WITNESSETH:

That the said lessor does this day lease unto the lessee and the said lessee does hereby take as tenant under said lessor, the hereinafter described property, situated in Elkton, Todd County, Kentucky, and more particularly described as follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way line of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of-way line of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as the Gilda R. Buchbinder Trust (the "GRB Trust"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

1



This lease shall be for an initial term of ten (10) years commencing on the 1<sup>st</sup> day of August 2001 and terminating on the 1<sup>st</sup> day of August, 2011. The lessee shall pay the lessor \$500.00 per month as rental for the demised premises. The lessee shall have the option to renew this lease for an additional term of 10 years, by giving notice to the lessor prior to the termination of this lease. The lessee shall, subject to the rights of Elkton Bank and Trust Company described in Deed Book 125, Page 3, have the first option to purchase said real property during the initial term hereof or any extension hereto.

However, the preceding provision, notwithstanding, the lessor and the lessee agree that the rental described above shall commence upon the lessee's completion of the renovation of the building and occupancy thereof. Prior thereto, the lessee shall pay the lessor the sum of \$100.00 per month commencing on the 1<sup>st</sup> day of August, 2001 and continuing to such time as the lessee occupies the building as its offices. The initial ten (10) year term of this lease shall then commence with said occupation of the building as the offices of the lessee.

The lessor covenants with the lessee that the lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption, it being understood that the lessor shall not inspect the premises except in case of emergency in the absence of the lessee. The lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.

4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the lessor being first obtained in writing.

5. This lease shall terminate when the lessee vacates the said premises, providing all payments have been made hereunder.

6. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the lessee herein contained, the lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

7. It is mutually agreed that this lease shall be renewable for an additional ten years on the terms and conditions as heretofore set forth.

8. The lessor shall be responsible for fire and casualty insurance on the premises.

9. The lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$ 300,000 per person and \$ 500,000 per occurrence, with the lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

10. The lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices

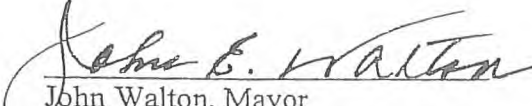
11. During the term hereof, the lessee shall be responsible for the general maintenance of the demised premises.

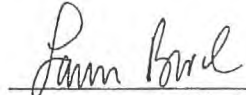
12. It is the duty of the lessee, to ensure payment of the rent at the office of the lessor either by mail or personal delivery.

13. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

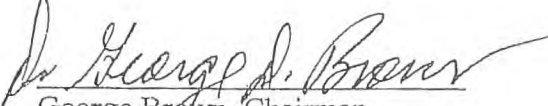
ENTERED into the 1<sup>st</sup> day and date first above written.


Attest:

  
John Walton, Mayor  
City of Elkton

  
Laura Brock, Clerk

Attest:

  
George Brown, Chairman  
Todd County Water District

  
Lois Brown, Secretary

## Todd County Water District Current Office Description and Layout

The Water District currently rents a building at 617 West Main Street Elkton, KY from the City of Elkton. The Water District's 10 year \$500 a month lease has expired and the District could not obtain a reasonable long term lease and currently have a \$1000 Verbal Month to Month rental agreement.

The current office has more than adequate amount of room to perform all of its duties. It has a large conference room, lobby, kitchen, file room, map room and offices.

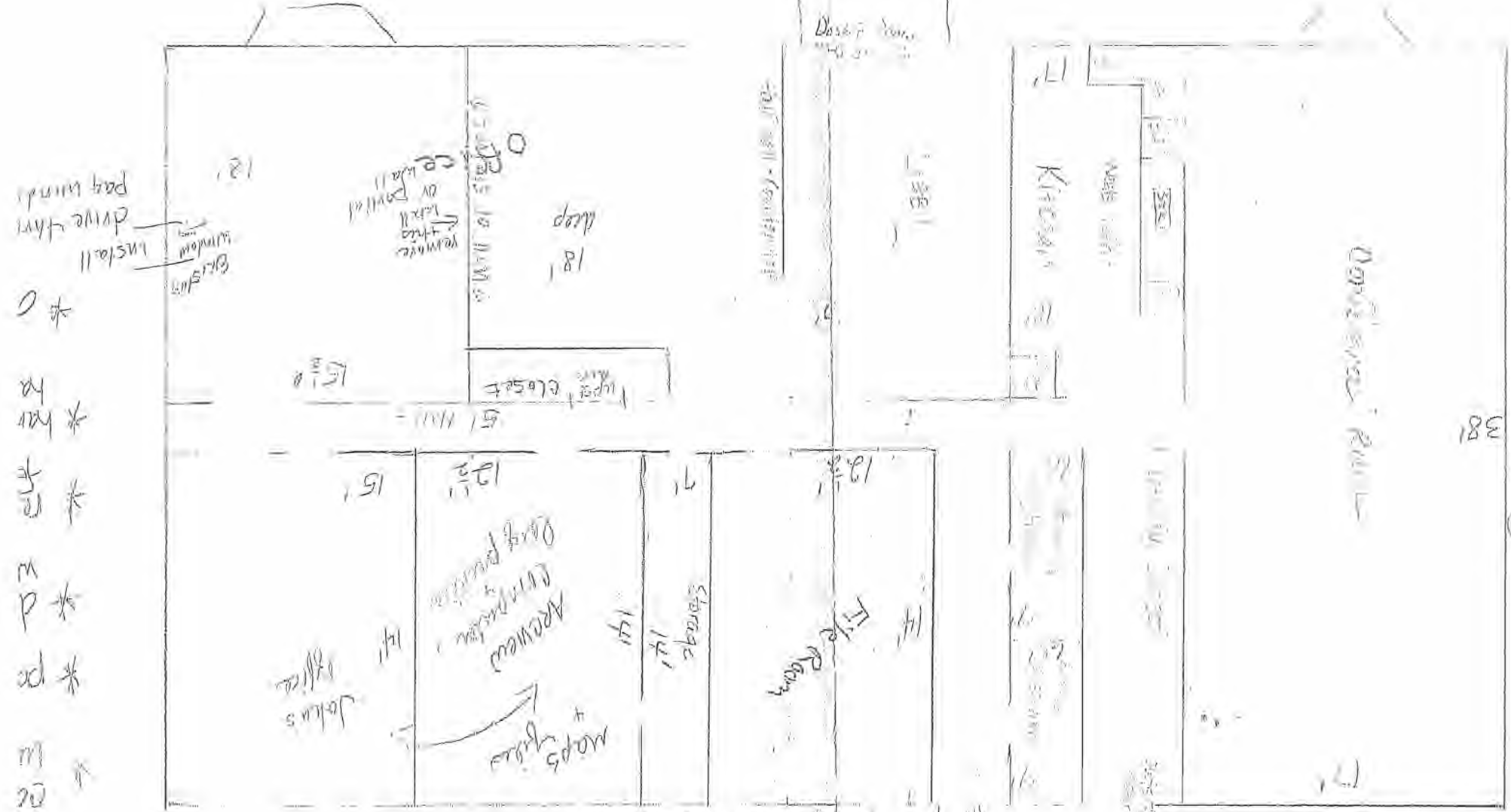
Being a personnel friendly office it is not so appealing to our customers. The office does not have a drive thru nor does the lot permit the installation of one without extensive grade work. There is a long (120 ft.) sidewalk leading into the office with two sets of steps to climb. The handicap accessible entrance is located in the rear of the building and customers have not used it as they should and has led to numerous customer falls with minor cuts and bruises.

The office was built in the 1970s and is inefficient. The utility bills are very expensive to heat and cool the office. The building has a mold and moisture problem requiring the use of dehumidifiers 24/7 to keep the office comfortable and safe. If the District had a lease in place it would be responsible for any modification or remodel to the office to remedy the problems and make it more accessible to customers. With the office issues and the inadequate maintenance facility the District sees a new office and maintenance facility would be in the best interest for the District and its customers.



Wages internet ready  
 Total including upstairs = 3900 sq. ft.  
 2 acres in front  
 3 sq. miles front/cold tanks  
 1 bedroom speakers throughout  
 ADT Security system

- \* No
- \* Ce
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1 - 1000 sq. ft. - 1000 sq. ft.

# Todd County Water District Current Maintenance Facility/Inactive Water Treatment Plant Description and Floor Plan

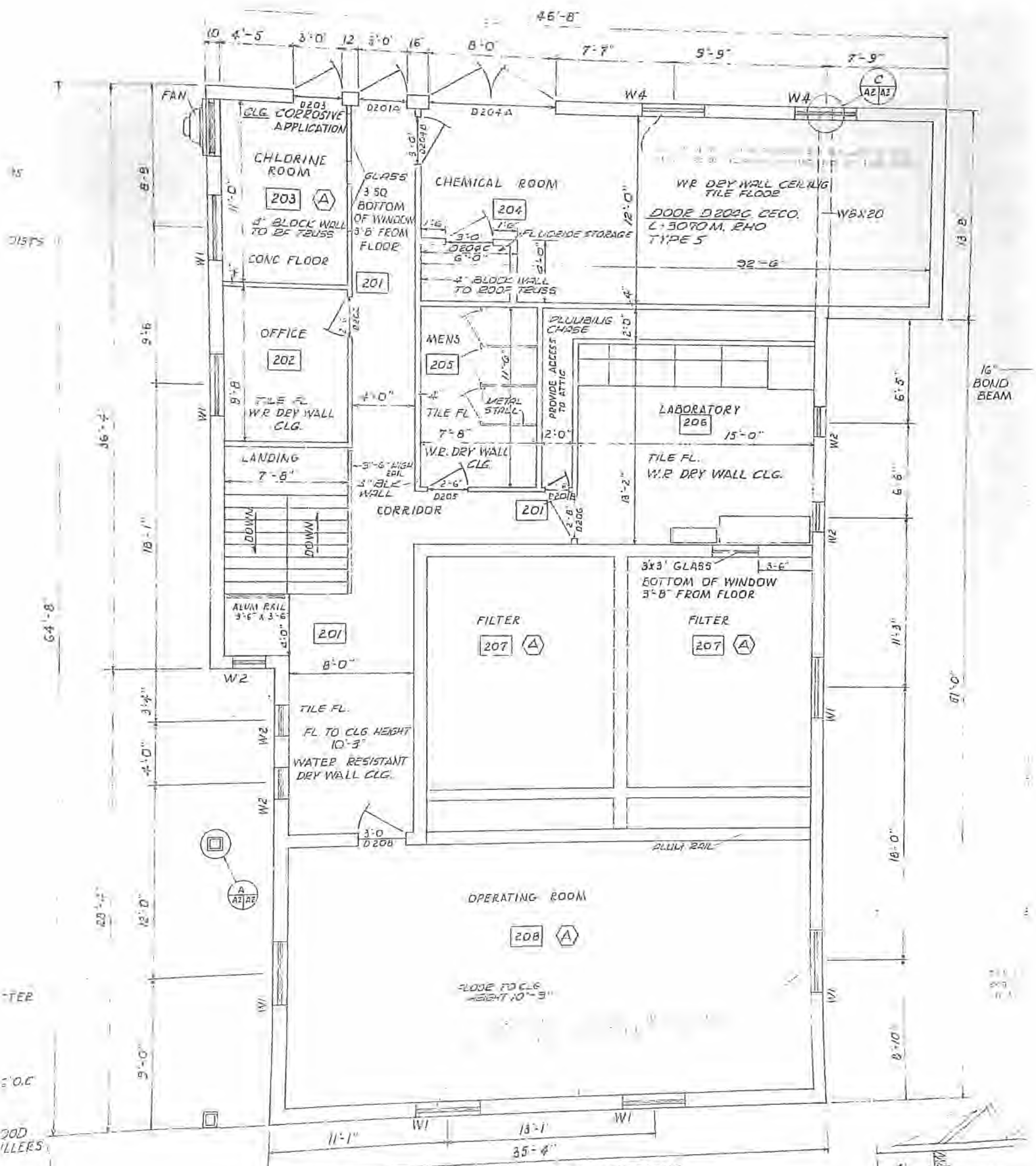
The Todd County Water District maintenance personnel currently uses the Districts inactive water treatment plant as it maintenance facility and have since 2003. The building is made up of two floors the first floor was the districts old office and currently used for storage for the maintenance facility and the second floor was the operations for the treatment plant and now used for storing repair parts, scada room, break room and bathroom.

The first floor has a small office and conference room area used for storage. The rest of the first floor is unusable due to piping, filters and pumps used in previous water treatment.

The second floor has two old chemical rooms that are used to store repair parts. The operations office is used for the scada room. The old laboratory is used for the break room and the restroom is between the lab and scada room. The rest of the second floor is unusable due to filters, controls and operating equipment use in previous water treatment.

The Districts service area has grown over the years and the District has outgrown this facility as well. The facility is in adequate for our daily operations. This facility does not have a shop area to work in or sheds to park equipment and vehicles leaving them out in the elements. The facility is very inefficient and there is a large amount of unusable space that has to be heated and cooled leading to high utility bills. This facility is ten mile north of Elkton, KY and is separated from our office operations leading to long response time on service calls, repair and travel cost.

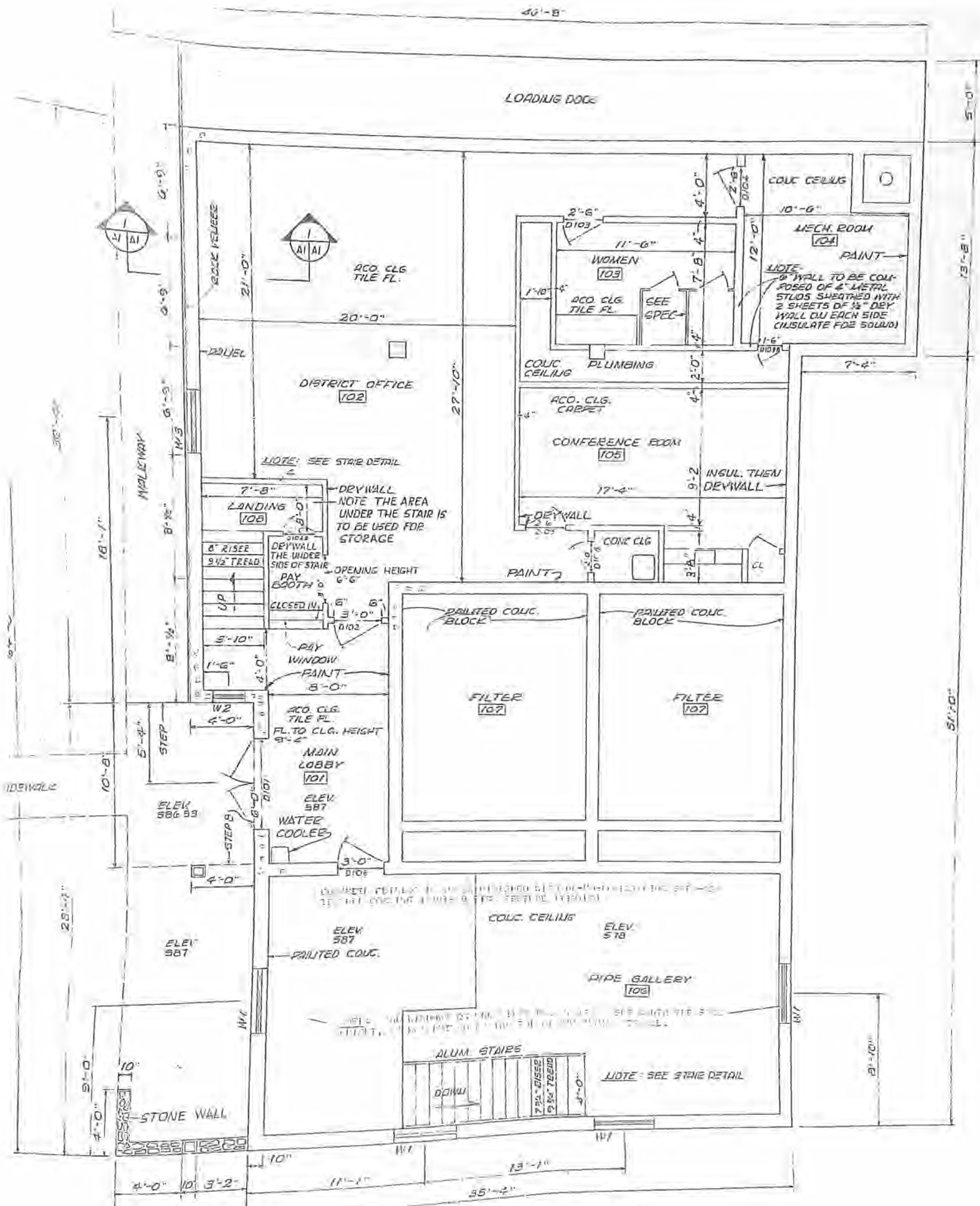




NOTE ALL CONC BLOCK WALLS ARE TO BE PAINTED

(A) NOTE: CEILING TO BE ARMSTRONG CERAMAGUARD OR EQUAL





**FIRST FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

Cost of operation

Actual last 12 months #6

Office - 617 West Main Street

ADT/Tyco alarm system	yearly cost	\$ 1806.08
Building Rent \$1000/month	yearly cost	\$ 12,000.00
Oliver's Lawn Care (yard mowing)		\$ 1,485.00
Pennypile Electric		\$ 7,123.38
AT&T phone		\$ 5,829.96
Elkton Utilities water bill		\$ 644.48
Waste Management trash disposal		\$ 1,139.67
		\$ 30,028.57

Water plant/Maintenance Shop - 1912 Highland Lick Road

ADT/Tyco alarm system	yearly cost	\$ 628.60
Oliver's Lawn Care (yard mowing)		\$ 600.00
Pennypile Electric		\$ 7618.11
AT&T phone		\$ 1451.24
		\$ 10,297.95



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	01/04/14	20861878	\$451.52	Upon Receipt



Nature Of Service: Quarterly Billing

Current Charges:

02/01/14 - 04/30/14

Recurring Service

Amount: \$451.52

Tax: \$0.00

\$451.52

Total Balance Due:

\$451.52

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:  
Customer Number  
Invoice Number

*Yearly - \$1806.<sup>08</sup>  
office*

*#30091  
1/28/2014*

Customer Number:

01300 106212432

Business/Account Name:

TODD COUNTY WATER DIST

Service Address:

617 W Main St

Elkton, KY 42220-9221

For Questions: 1.800.2.TYCO.IS

Need a copy of our new W9?

Visit us at [www.tycois.com/legal](http://www.tycois.com/legal)

It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit [www.TycoIS.com](http://www.TycoIS.com) for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

Thank you for your prompt attention to this matter.

Sincerely,

TYCO Integrated Security  
1.800.2.TYCO.IS

DIRCOM60



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	10/05/13	07826737	\$157.15	11/01/13



Nature Of Service: Quarterly Billing

**Current Charges:**

*water plant/Shop*

11/01/13 - 01/31/14

Recurring Service

Amount: \$157.15

Tax: \$0.00

\$157.15

**Customer Number:**

01200 106223495

**Business/Account Name:**

TODD COUNTY WATER DISTR

**Service Address:**

1912 Highland Lick Rd  
Elkton, KY 42220-9683

**Total Balance Due:**

**\$157.15**

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:  
Customer Number  
Invoice Number

*yearly \$628<sup>60</sup>*

**Billing Questions:** 877.238.2435  
**Sales/Relocation:** 800.238.7817  
**Monitoring/Service:** 800.238.2747

**How to Read Your Bill:**  
<http://www.adt.com/billinfo>

Go paperless with ADT® EasyPay automated payments! Log in to [www.MyADT.com](http://www.MyADT.com) and click "Sign up for ADT EasyPay." Don't have a MyADT.com account? Sign up in less than 60 seconds.

Visit [www.ADT.com](http://www.ADT.com) for up-to-date security services information for your business.

**Late Fee Policy:** A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

Statement  
 Monthly Rent on Office Building

Month	Amount	Ck#	Paid On
2014 January	\$ <del>1000</del> \$500	Ck# 30094	Paid On 1/28/2014
February	\$ <del>1000</del> \$500	Ck# 30135	Paid On 2/25/2014
March	\$ <del>1000</del> \$500	Ck# 30213	Paid On 3/31/2014
April	\$ <del>1000</del> \$500	Ck# 30263	Paid On 4/28/2014
May	\$ <del>1000</del> \$500	Ck#	Paid On
June	\$ <del>1000</del> \$500	Ck#	Paid On
July	\$ <del>1000</del> \$500	Ck#	Paid On
August	\$ <del>1000</del> \$500	Ck#	Paid On
September	\$ <del>1000</del> \$500	Ck#	Paid On
October	\$ <del>1000</del> \$500	Ck#	Paid On
November	\$ <del>1000</del> \$500	Ck#	Paid On
December	\$ <del>1000</del> \$500	Ck#	Paid On

90 days Notice before Leaving

Office  
mowing

0.\*

220-00+

220-00+

275-00+

220-00+

220-00+

275-00+

55-00+

007

1485-00\*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name	Todd County Water Plant			Date	6/3/2013
Address	Hwy. 68			Order No.	
City	Elkton	State	KY	Rep	
	Mowing (Elkton lot)	ZIP	42220	FOB	

Qty	Description	Unit Price	TOTAL
1	May 7, 2013	\$55.00	\$55.00
1	May 14, 2013	\$55.00	\$55.00
1	May 21, 2013	\$55.00	\$55.00
1	May 28, 2013	\$55.00	\$55.00
Thank you!!! Earl and Lynda Oliver			
			<i>Office</i>
SubTotal			\$220.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$220.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date 7/2/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	June 4, 2013	\$55.00	\$55.00
1	June 11, 2013	\$55.00	\$55.00
1	June 18, 2013	\$55.00	\$55.00
1	June 25, 2013	\$55.00	\$55.00
<i>office</i>			
Thank you!!! Earl and Lynda Oliver			
SubTotal			\$220.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$220.00</b>





# Oliver's Lawn Care

3045 Guthrie Rd.  
Guthrie, KY 42234  
(270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
Address Hwy. 68  
City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date 8/5/2013  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	July 2, 2013	\$55.00	\$55.00
1	July 9, 2013	\$55.00	\$55.00
1	July 16, 2013	\$55.00	\$55.00
1	July 23, 2013	\$55.00	\$55.00
1	July 30, 2013	\$55.00	\$55.00
Thank you!!! Earl and Lynda Oliver			
<i>Earl R Oliver</i>			
		SubTotal	\$275.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$275.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date 9/3/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Aug 6, 2013	\$55.00	\$55.00
1	Aug 13, 2013	\$55.00	\$55.00
1	Aug 20, 2013	\$55.00	\$55.00
1	Aug 27, 2013	\$55.00	\$55.00
<p>Thank you!!!            Earl and Lynda Oliver</p> <p><i>Earl R Oliver</i></p>			
		SubTotal	\$220.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$220.00</b>

*office*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No. \_\_\_\_\_

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy 68  
 City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date Opct 7, 2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Sept 3, 2013	\$55.00	\$55.00
1	Sept 10, 2013	\$55.00	\$55.00
1	Sept 17, 2013	\$55.00	\$55.00
1	Sept 24, 2013	\$55.00	\$55.00
<p><i>office</i></p> <p>Thank you!!!            Earl and Lynda Oliver</p>			
		SubTotal	\$220.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$220.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

**Customer**

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date 10/28/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Oct 1, 2013	\$55.00	\$55.00
1	Oct 8, 2013	\$55.00	\$55.00
1	Oct 15, 2013	\$55.00	\$55.00
1	Oct 22, 2013	\$55.00	\$55.00
1	Oct 29, 2013	\$55.00	\$55.00
Thank you!!! Earl and Lynda Oliver  <i>Earl &amp; Lynda Oliver</i>			
		SubTotal	\$275.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$275.00</b>

*office*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No. \_\_\_\_\_

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (Elkton lot)

Date 12/3/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Nov 12, 2013  <i>office</i>  Thank you!!! Earl and Lynda Oliver  <i>Earl R Oliver</i>	\$55.00	\$55.00
SubTotal			\$55.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$55.00</b>

water plant / shop 0.0\*

80.00+

80.00+

mowing

120.00+

80.00+

80.00+

120.00+

40.00+

007

#

600.00\*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (North location)

Date 6/3/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	May 8, 2013	\$40.00	\$40.00
1	May 22, 2013	\$40.00	\$40.00
<i>Water/Plant Shop</i> Thank you!!! Earl and Lynda Oliver			
SubTotal			\$80.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$80.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

**Customer**

Name	Todd County Water Plant		
Address	Hwy. 68		
City	Elkton	State	KY ZIP 42220
	Mowing (North location)		

Date	7/2/2013
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	June 4, 2013	\$40.00	\$40.00
1	June 18, 2013	\$40.00	\$40.00
<i>Water plant / Shop</i>			
Thank you!!! Earl and Lynda Oliver			
SubTotal			\$80.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$80.00</b>





# Oliver's Lawn Care

3045 Guthrie Rd.  
Guthrie, KY 42234  
(270) 265-5011

Invoice No. \_\_\_\_\_

## INVOICE

### Customer

Name Todd County Water Plant  
Address Hwy 68  
City Elkton State KY ZIP 42220  
Mowing (North location)

Date 8/5/2013  
Order No. \_\_\_\_\_  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	July 2, 2013	\$40.00	\$40.00
1	July 16, 2013	\$40.00	\$40.00
1	July 23, 2013	\$40.00	\$40.00
Thank you!!! Earl and Lynda Oliver  <i>Earl R Oliver</i>			
		SubTotal	\$120.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$120.00</b>

*Water plant / Shop*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (North location)

Date 9/3/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Aug 3, 2013	\$40.00	\$40.00
1	Aug 17, 2013	\$40.00	\$40.00
<i>Water plant/shop</i>			
Thank you!!! Earl and Lynda Oliver			
<i>Earl R. Oliver</i>			
		SubTotal	\$80.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$80.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (North location)

Date 10/7/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Sept 3, 2013	\$40.00	\$40.00
1	Sept 17, 2013	\$40.00	\$40.00
<i>Water plant / Shop</i>			
Thank you!!! Earl and Lynda Oliver			
SubTotal			\$80.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$80.00</b>



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No. \_\_\_\_\_

## INVOICE

### Customer

Name Todd County Water Plant  
 Address Hwy. 68  
 City Elkton State KY ZIP 42220  
Mowing (North location)

Date 10/29/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Oct 1, 2013	\$40.00	\$40.00
1	Oct 15, 2013	\$40.00	\$40.00
1	Oct 28, 2013	\$40.00	\$40.00
<p>Thank you!!!            Earl and Lynda Oliver</p> <p><i>Earl K. Oliver</i></p>			
		SubTotal	\$120.00
			\$0.00
			\$0.00
		<b>TOTAL</b>	<b>\$120.00</b>

*Water plant / Shop*



# Oliver's Lawn Care

3045 Guthrie Rd.  
 Guthrie, KY 42234  
 (270) 265-5011

Invoice No.

## INVOICE

**Customer**

Name Todd County Water Plant  
 Address Hwy. 58  
 City Elkton State KY ZIP 42220  
Mowing (North location)

Date 12/3/2013  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Oct 1, 2013  <i>Water plant / Shop</i>  Thank you!!! Earl and Lynda Oliver  <i>Earl A. Oliver</i>	\$40.00	\$40.00
SubTotal			\$40.00
			\$0.00
			\$0.00
<b>TOTAL</b>			<b>\$40.00</b>

0.\*

554.91+

462.03+

1,049.09+

1,136.66+

800.53+

651.01+

468.77+

504.83+

493.40+

494.23+

523.40+

479.25+

012

#

7,618.11\*

Water plant/Shop  
electricity



P.O. BOX 2900  
 HOPKINSVILLE, KY 42241-2900  
 Visit our website at www.precc.com

132  
 2214

Account #	Meter #	Previous Reading	Present Reading	MULT	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Add Charges	Balance Forward	Share
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Out-of-Date	Total Bill
		33671	34022	1	351	\$46.05	\$0.00	\$1.72	\$0.00	\$0.00	
4181000180	0	03-16-14	04-16-14		0	\$0.00	\$0.00	\$0.00	\$0.00		\$59.19
INCREASE FOR ENVIRONMENTAL CHARGE					\$1.23	TVA FUEL ADJUSTMENT \$10.19					
		11786	11856	1	70	\$23.91	\$0.00	\$0.79	\$0.00	\$0.00	
5182000680	0	03-16-14	04-16-14		0	\$0.00	\$0.00	\$0.00	\$0.00		\$26.98
INCREASE FOR ENVIRONMENTAL CHARGE					\$0.25	TVA FUEL ADJUSTMENT \$2.03					
		2252	2274	200	4400	\$365.03	\$0.00	\$15.25	\$0.00	\$0.00	
5181000570	0	03-16-14	04-16-14		10,200	\$0.00	\$0.00	\$31.41	\$0.00		\$554.91
INCREASE FOR ENVIRONMENTAL CHARGE					\$15.44	TVA FUEL ADJUSTMENT \$127.78					
		6636	6801	1	165	\$31.40	\$0.00	\$1.10	\$0.00	\$0.00	
1172000610	0	03-16-14	04-16-14		0	\$0.00	\$0.00	\$2.27	\$0.00		\$40.14
INCREASE FOR ENVIRONMENTAL CHARGE					\$0.58	TVA FUEL ADJUSTMENT \$4.79					
		8709	8845	1	136	\$29.11	\$0.00	\$1.01	\$0.00	\$0.00	
6182080370	0	03-16-14	04-16-14		0	\$0.00	\$0.00	\$2.07	\$0.00		\$36.62
INCREASE FOR ENVIRONMENTAL CHARGE					\$0.48	TVA FUEL ADJUSTMENT \$3.95					

See any hep

CONTINUED ..

	INVOICE NUMBER	TOTAL DUE NOW		\$2,133.48
	313234	DUE DATE	05/07/14	BILL IS DELINQUENT AFTER DUE DATE
		AFTER DUE DATE PAY		\$2,190.74

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

# 30250  
 4/28/2014

Check out our member portal. You can make payments, view your electric usage, sign up for email alerts and much more. Go to www.precc.com and click on "Member Portal."



P.O. BOX 2900  
 HOPKINSVILLE, KY 42241-2900  
 Visit our website at www.precc.com

132  
 2221

Account #	Meter #	Previous Reading	Present Reading	UNIT	KWH Used	Energy Charge	Recurring Charge	Increase for School Tax	Addl. Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Out-off Date	Total Bill	
		33399	33671	1	272	\$40.32	\$0.00	\$1.47	\$0.00	\$0.00		
4181000180	0	02-14-14	03-16-14		0	\$0.00	\$0.00	\$0.00	\$0.00		\$50.45	
INCREASE FOR ENVIRONMENTAL CHARGE				\$0.95	TVA FUEL ADJUSTMENT				\$7.71			
		11719	11786	1	67	\$23.80	\$0.00	\$0.78	\$0.00	\$0.00		
5182000680	0	02-14-14	03-16-14		0	\$0.00	\$0.00	\$0.00	\$0.00		\$26.72	
INCREASE FOR ENVIRONMENTAL CHARGE				\$0.24	TVA FUEL ADJUSTMENT				\$1.90			
		2234	2252	200	3600	\$308.52	\$0.00	\$12.70	\$0.00	\$0.00		
5181000570	0	02-28-14	03-16-14		28,200	\$0.00	\$0.00	\$26.15	\$0.00		\$462.03	
INCREASE FOR ENVIRONMENTAL CHARGE				\$12.64	TVA FUEL ADJUSTMENT				\$102.02			
		6529	6636	1	107	\$27.02	\$0.00	\$0.91	\$0.00	\$0.00		
1172000610	0	02-24-14	03-16-14		0	\$0.00	\$0.00	\$1.88	\$0.00		\$33.22	
INCREASE FOR ENVIRONMENTAL CHARGE				\$0.38	TVA FUEL ADJUSTMENT				\$3.03			
		8618	8709	1	91	\$25.73	\$0.00	\$0.86	\$0.00	\$0.00		
6182080370	0	02-26-14	03-16-14		0	\$0.00	\$0.00	\$1.77	\$0.00		\$31.26	
INCREASE FOR ENVIRONMENTAL CHARGE				\$0.32	TVA FUEL ADJUSTMENT				\$2.58			
CONTINUED...												
					INVOICE NUMBER	TOTAL DUE NOW		\$1,957.65				
					311391	DUE DATE	04/07/14	BILL IS DELINQUENT AFTER DUE DATE				
					AFTER DUE DATE PAY			\$2,012.47				

iter  
 dnd  
 w/p

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

#30206  
 3/31/2014

If you see a downed power line, STAY AWAY! Report downed power lines to your local Pennyrile Electric office immediately.





P.O. BOX 2900  
 HOPKINSVILLE, KY 42241-2900  
 Visit our website at www.precc.com

74  
 1992

*Water plant / Shop*

Account #	Meter #	Previous Reading	Present Reading	MULT	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Addl Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cul-off Date	Total Bill	
		2190	2234	200	8800	\$727.59	\$0.00	\$28.83	\$0.00	\$0.00		
5181000570	0	01-29-14	02-28-14		28.200	\$0.00	\$0.00	\$59.38	\$0.00		\$1049.09	
<b>INCREASE FOR ENVIRONMENTAL CHARGE</b>				\$30.89	<b>TVA FUEL ADJUSTMENT</b>				\$202.40			

<b>INVOICE NUMBER</b>		<b>TOTAL DUE NOW</b>	<b>\$1,049.09</b>
310726	<b>DUE DATE</b>	03/24/14	<b>BILL IS DELINQUENT AFTER DUE DATE</b>
	<b>AFTER DUE DATE PAY</b>		<b>\$1,068.69</b>

**TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)**

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Scholarship Applications are now available at your local Pennyrile Electric Office. You can also find them at [www.precc.com](http://www.precc.com).





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1532  
 1999

*Water plant Shop*

Account #	Meter #	Previous Reading	Present Reading	M U L T	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Addl Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill	
		2108	2142	200	6800	\$566.41	\$0.00	\$22.00	\$0.00	\$0.00		
5181000570	0	11-30-13	12-30-13		28,560	\$0.00	\$0.00	\$45.31	\$0.00		\$800.53	
INCREASE FOR ENVIRONMENTAL CHARGE				\$23.87	TVA FUEL ADJUSTMENT				\$142.94			

	INVOICE NUMBER	TOTAL DUE NOW	\$800.53
	307013	DUE DATE 01/24/14	BILL IS DELINQUENT AFTER DUE DATE
		AFTER DUE DATE PAY	\$817.86

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Pennyrile Electric's PLUS-ONE Program provides a way for people to help provide services and assistance to their neighbor<sup>®</sup>. For more information, go to [www.precc.com](http://www.precc.com).





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*Water plant/Shop*

Account #	Meter #	Previous Reading	Present Reading	MULT	KWH Used	Energy Charge	Recurring Charge	Increase for School Tax	Add Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill	
		2060	2080	200	4000	\$333.52	\$0.00	\$12.88	\$0.00	\$0.00		
5181000570	0	09-30-13	10-30-13		10,200	\$0.00	\$0.00	\$26.53	\$0.00		\$468.77	
<b>INCREASE FOR ENVIRONMENTAL CHARGE</b>						\$14.04		<b>TVA FUEL ADJUSTMENT \$81.80</b>				
					<b>INVOICE NUMBER</b>	<b>TOTAL DUE NOW</b>	<b>\$468.77</b>					
					303272	<b>DUE DATE</b>	11/24/13	<b>BILL IS DELINQUENT AFTER DUE DATE</b>				
						<b>AFTER DUE DATE PAY</b>	<b>\$483.06</b>					

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Is your home ready for the winter season? Schedule an In Home Energy Evaluation to identify ways to make your home more efficient. Find out more at [www.precc.com](http://www.precc.com).





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*Water plant/Shop*

Account #	Meter #	Previous Reading	Present Reading	M U L T	KWH Used	Energy Charge	Recurring Charge	Increase for School Tax	Addl Charges	Balance Forward	Share
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill
		2019	2039	200	4000	\$344.15	\$0.00	\$13.56	\$0.00	\$0.00	
5181000570	0	07-30-13	08-30-13		8,670	\$0.00	\$0.00	\$27.93	\$0.00		\$493.40
<b>INCREASE FOR ENVIRONMENTAL CHARGE</b>						\$14.04		<b>TVA FUEL ADJUSTMENT \$93.72</b>			

	INVOICE NUMBER	TOTAL DUE NOW		\$493.40
	299532	DUE DATE	09/24/13	BILL IS DELINQUENT AFTER DUE DATE
		AFTER DUE DATE PAY		\$507.91

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Through our customer portal, you can monitor your daily electric usage, update your account profile, manage alerts, and pay your bill. For more, go to [www.precc.com](http://www.precc.com).



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1528  
 2021

*Water plant/Shop*

Account #	Meter #	Previous Reading	Present Reading	M E T	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Addl. Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill	
		1999	2019	200	4000	\$344.15	\$0.00	\$13.58	\$0.00	\$0.00		
5181000570	0	06-30-13	07-30-13		8,670	\$0.00	\$0.00	\$27.98	\$0.00		\$494.23	
INCREASE FOR ENVIRONMENTAL CHARGE				\$14.04	TVA FUEL ADJUSTMENT				\$94.48			
					<b>TOTAL DUE NOW</b>				<b>\$494.23</b>			
					<b>DUE DATE</b>		<b>08/24/13</b>		<b>BILL IS DELINQUENT AFTER DUE DATE</b>			
					<b>AFTER DUE DATE PAY</b>				<b>\$508.75</b>			

**TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)**

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Our In-Home Energy Evaluation Program can reduce your power usage and pay a cash rebate up to \$500 for energy efficient improvements to your home. For details go to [www.precc.com](http://www.precc.com).





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1522  
 2026

*Water plant / Shop*

Account #	Meter #	Previous Reading	Present Reading	M U L T	KWH Used	Energy Charge	Recurring Charge	Increase for School Tax	Addl Charges	Balance Forward	Share
Location	Bill Type	Service From	Service To		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill
		1978	1999 200		4200	\$360.49	\$0.00	\$14.38	\$0.00	\$0.00	
5181000570	0	05-30-13	06-30-13		13.600	\$0.00	\$0.00	\$29.63	\$0.00		\$523.40
INCREASE FOR ENVIRONMENTAL CHARGE					\$14.74			TVA FUEL ADJUSTMENT \$104.16			
					<b>INVOICE NUMBER</b>		<b>TOTAL DUE NOW</b>		<b>\$523.40</b>		
					295761		DUE DATE 07/24/13		BILL IS DELINQUENT AFTER DUE DATE		
							<b>AFTER DUE DATE PAY</b>		<b>\$538.10</b>		

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Update your account information and you will be eligible to win several great prizes. To update your account, go to [www.precc.com](http://www.precc.com) or call your local Pennyrile Electric office.



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1525  
 2026

*Water plant / Shop*

Account #	Meter #	Previous Reading	Present Reading	MULT	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Add Charges	Balance Forward	Share	
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill	
		1958	1978	200	4000	\$326.19	\$0.00	\$13.17	\$0.00	\$0.00		
5181000570	0	04-30-13	05-30-13		10.200	\$0.00	\$0.00	\$27.13	\$0.00		\$479.25	
INCREASE FOR ENVIRONMENTAL CHARGE				\$14.04	TVA FUEL ADJUSTMENT				\$98.72			
					<b>INVOICE NUMBER</b>	<b>TOTAL DUE NOW</b>		<b>\$479.25</b>				
					293867	<b>DUE DATE</b>	06/24/13	<b>BILLS DELINQUENT AFTER DUE DATE</b>				
					<b>AFTER DUE DATE PAY</b>		<b>\$493.63</b>					

TOTAL DUE DOES NOT INCLUDE CREDIT AMOUNT(S)

TYPE CODES						
0 - Regular Bill	1 - Estimated Bill	2 - Minimum Estimated	3 - Minimum Bill	4 - Final Bill	7 - Levelized	8 - Contracts/Weatherization

Update your account information and you will be eligible to win several great prizes. To update your account, just fill out the insert in your bill and return it with your payment.



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497.49+

683.56+

7.146.01+

741.02+

568.21+

382.76+

431.77+

548.29+

611.46+

605.13+

520.57+

387.11+

*office  
electricity*

012

7.123.38\*



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Account #	Meter #	Previous Reading	Present Reading	UNIT	KWH Used	Energy Charge	Recurring Charge	Increase for School Tax	Add Charges	Balance Forward	Share
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill
[REDACTED]	[REDACTED]	19006	19024	1	18	\$19.82	\$0.00	\$0.61	\$0.00	\$0.00	
4184000410	0	03-16-14	04-16-14		0	\$0.00	\$0.00	\$1.26	\$0.00		\$22.27
INCREASE FOR ENVIRONMENTAL CHARGE					\$0.06	TVA FUEL ADJUSTMENT					\$0.52
[REDACTED]	[REDACTED]	60079	63921	1	3842	\$321.07	\$0.00	\$13.38	\$0.00	\$0.00	
4184220230	0	03-16-14	04-16-14		0	\$0.00	\$9.82	\$28.16	\$0.00		\$497.49
INCREASE FOR ENVIRONMENTAL CHARGE					\$13.49	TVA FUEL ADJUSTMENT					\$111.57
[REDACTED]	[REDACTED]	2896	2896	1	0	\$18.40	\$0.00	\$0.55	\$0.00	\$0.00	
6194001280	3	03-16-14	04-16-14		0	\$0.00	\$0.00	\$1.14	\$0.00		\$20.09
[REDACTED]	[REDACTED]	4118	4162	160	7040	\$573.01	\$0.00	\$24.06	\$0.00	\$0.00	
5182001430	0	03-16-14	04-16-14		32,150	\$0.00	\$0.00	\$49.57	\$0.00		\$875.79
INCREASE FOR ENVIRONMENTAL CHARGE					\$24.71	TVA FUEL ADJUSTMENT					\$204.44
<b>TOTAL AMOUNT DUE</b>										<b>\$2,133.48</b>	

Keep This Portion for your Records - Return Bottom Portion with Payment



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133  
 2221

Account #	Meter #	Previous Reading	Present Reading	MULT	KWH Used	Energy Charge	Reoccurring Charge	Increase for School Tax	Addl Charges	Balance Forward	Share
Location	Bill Type	Service From:	Service To:		Demand Used	Demand Charge	Security Light	State Tax	Franchise Tax	Cut-off Date	Total Bill
[REDACTED]	[REDACTED]	18996	19006	1	10	\$19.21	\$0.00	\$0.59	\$0.00	\$0.00	
4184000410	0	02-28-14	03-16-14		0	\$0.00	\$0.00	\$1.21	\$0.00		\$21.33
INCREASE FOR ENVIRONMENTAL CHARGE					\$0.04	TVA FUEL ADJUSTMENT					\$0.28
[REDACTED]	[REDACTED]	54760	60079	1	5319	\$447.06	\$0.00	\$18.49	\$0.00	\$0.00	
4184220230	0	02-14-14	03-16-14		0	\$0.00	\$9.91	\$38.69	\$0.00		\$683.56
INCREASE FOR ENVIRONMENTAL CHARGE					\$18.67	TVA FUEL ADJUSTMENT					\$150.74
[REDACTED]	[REDACTED]	2896	2896	1	0	\$18.40	\$0.00	\$0.55	\$0.00	\$0.00	
6194001280	3	03-01-14	03-16-14		0	\$0.00	\$0.00	\$1.14	\$0.00		\$20.09
[REDACTED]	[REDACTED]	4087	4118	160	4960	\$418.13	\$0.00	\$17.28	\$0.00	\$0.00	
5182001430	0	02-28-14	03-16-14		32,480	\$0.00	\$0.00	\$35.60	\$0.00		\$628.99
INCREASE FOR ENVIRONMENTAL CHARGE					\$17.41	TVA FUEL ADJUSTMENT					\$140.57
<b>TOTAL AMOUNT DUE</b>										<b>\$1,957.65</b>	

Account # changed on office bill due to combined billing.  
 Meter # stayed the same at 11689180 - Account # is  
 Now 270513012

Keep This Portion for your Records - Return Bottom Portion with Payment



1360  
1185



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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	01/15/14	45217
PREVIOUS READING	12/16/13	39103
ELECTRIC KWH USED		6114
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 6114	511.13
INCREASE FOR ENVIRONMENTAL CHARGE	21.46
TVA FUEL CHARGE	137.14
INTEREST ON DEPOSIT	-0.17
1 200 WATT SECURITY LIGHT	9.42
STATE TAX	41.95
INCREASE FOR SCHOOL TAX	20.09

	NET AMOUNT DUE	741.02
	DUE DATE	02/07/14
	AMOUNT DUE AFTER DUE DATE	757.80

COMPARE YOUR USAGE			
CURRENT MONTH	6114	KWH	30 DAYS
LAST MONTH	4690	KWH	30 DAYS
SAME MONTH LAST YEAR	4484	KWH	30 DAYS

Internet Password: [REDACTED]

Pennyrile Electric's PLUS-ONE Program provides a way for people to help provide services and assistance to their neighbors. For more information, go to [www.precc.com](http://www.precc.com).

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1363  
1200



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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	11/16/13	34413
PREVIOUS READING	10/16/13	31280
ELECTRIC KWH USED		3133
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

COMMERCIAL

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 3133	265.22
INCREASE FOR ENVIRONMENTAL CHARGE	11.00
TVA FUEL CHARGE	65.48
1 200 WATT SECURITY LIGHT	9.14
STATE TAX	21.67
INCREASE FOR SCHOOL TAX	10.25
<b>NET AMOUNT DUE</b>	<b>382.76</b>
<b>DUE DATE</b>	<b>12/07/13</b>
<b>AMOUNT DUE AFTER DUE DATE</b>	<b>396.26</b>

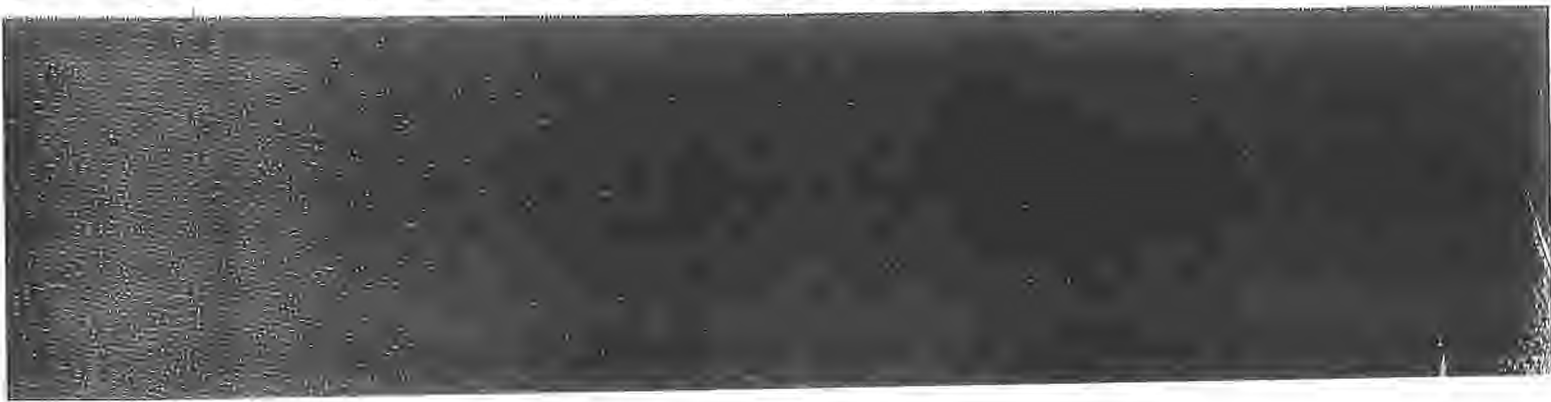
COMPARE YOUR USAGE			
CURRENT MONTH	3133	KWH	31 DAYS
LAST MONTH	3584	KWH	30 DAYS
SAME MONTH LAST YEAR	3358	KWH	30 DAYS

NET AMOUNT DUE	382.76
DUE DATE	12/07/13
AMOUNT DUE AFTER DUE DATE	396.26

Internet Password: [REDACTED]

Pennyrile Electric offices will be closed Thursday, November 28th, in observance of Thanksgiving.

DETACH AND RETURN BOTTOM PORTION WITH PAYMENT



2187  
120X



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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	10/16/13	31280
PREVIOUS READING	09/16/13	27696
ELECTRIC KWH USED		3584
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 3584	300.75
INCREASE FOR ENVIRONMENTAL CHARGE	12.58
TVA FUEL CHARGE	73.29
1 200 WATT SECURITY LIGHT	9.11
STATE TAX	24.44
INCREASE FOR SCHOOL TAX	11.60
	<b>NET AMOUNT DUE 431.77</b>
	<b>DUE DATE 11/07/13</b>
	<b>AMOUNT DUE AFTER DUE DATE 445.72</b>

COMPARE YOUR USAGE			
CURRENT MONTH	3584	KWH	30 DAYS
LAST MONTH	4489	KWH	31 DAYS
SAME MONTH LAST YEAR	3228	KWH	30 DAYS

Internet Password: [REDACTED]

Is your home ready for the winter season? Schedule an In Home Energy Evaluation to identify ways to make your home more efficient. Find out more at [www.prec.com](http://www.prec.com).

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2182  
1208



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METER NO. [REDACTED]	TODD COUNTY WATER	
PRESENT READING	09/16/13	27696
PREVIOUS READING	08/16/13	23207
ELECTRIC KWH USED		4489
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*Office*

COMMERCIAL

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 4489	384.10
INCREASE FOR ENVIRONMENTAL CHARGE	15.76
TVA FUEL CHARGE	93.15
1 200 WATT SECURITY LIGHT	9.45
STATE TAX	31.04
INCREASE FOR SCHOOL TAX	14.79
	<b>NET AMOUNT DUE 548.29</b>
	<b>DUE DATE 10/07/13</b>
	<b>AMOUNT DUE AFTER DUE DATE 563.31</b>

COMPARE YOUR USAGE			
CURRENT MONTH	4489	KWH	31 DAYS
LAST MONTH	4909	KWH	31 DAYS
SAME MONTH LAST YEAR	4426	KWH	31 DAYS

Internet Password: [REDACTED]

Go Paperless! If you have Internet access, and an email account, you may want to consider Electronic Billing. For more information, go to [www.precc.com](http://www.precc.com).

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DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

2177  
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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	08/16/13	23207
PREVIOUS READING	07/16/13	18298
ELECTRIC KWH USED		4909
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 4909	418.41
INCREASE FOR ENVIRONMENTAL CHARGE	17.23
TVA FUEL CHARGE	115.02
1 200 WATT SECURITY LIGHT	9.67
STATE TAX	34.61
INCREASE FOR SCHOOL TAX	16.52

	NET AMOUNT DUE	611.46
	DUE DATE	09/07/13
	AMOUNT DUE AFTER DUE DATE	627.06

COMPARE YOUR USAGE			
CURRENT MONTH	4909 KWH	31	DAYS
LAST MONTH	4847 KWH	30	DAYS
SAME MONTH LAST YEAR	5299 KWH	31	DAYS

Internet Password: [REDACTED]

Through our customer portal, you can monitor your daily electric usage, update your account profile, manage alerts, and pay your bill. For more, go to [www.precc.com](http://www.precc.com).

DETACH AND RETURN BOTTOM PORTION WITH PAYMENT



2034  
1218



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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	07/16/13	18298
PREVIOUS READING	06/16/13	13451
ELECTRIC KWH USED		4847
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 4847	413.34
INCREASE FOR ENVIRONMENTAL CHARGE	17.01
TVA FUEL CHARGE	114.49
1 200 WATT SECURITY LIGHT	9.69
STATE TAX	34.25
INCREASE FOR SCHOOL TAX	16.35
<hr/>	
<b>NET AMOUNT DUE</b>	<b>605.13</b>

COMPARE YOUR USAGE			
CURRENT MONTH	4847	KWH	30 DAYS
LAST MONTH	4090	KWH	31 DAYS
SAME MONTH LAST YEAR	5128	KWH	30 DAYS

<b>DUE DATE</b>	08/07/13
<b>AMOUNT DUE AFTER DUE DATE</b>	620.67

Internet Password: [REDACTED]

Our In-Home Energy Evaluation Program can reduce your power usage and pay a cash rebate up to \$500 for energy efficient improvements to your home. For details go to [www.precc.com](http://www.precc.com).

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2027  
 1221

METER NO.	TODD COUNTY WATER	
PRESENT READING	06/16/13	13451
PREVIOUS READING	05/16/13	9361
ELECTRIC KWH USED		4090
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGES (\$)
ELECTRIC KWH USED CURRENT MONTH 4090	351.50
INCREASE FOR ENVIRONMENTAL CHARGE	14.36
TVA FUEL CHARGE	101.43
1 200 WATT SECURITY LIGHT	9.79
STATE TAX	29.47
INCREASE FOR SCHOOL TAX	14.02
<b>NET AMOUNT DUE 520.57</b>	
<b>DUE DATE 07/07/13</b>	

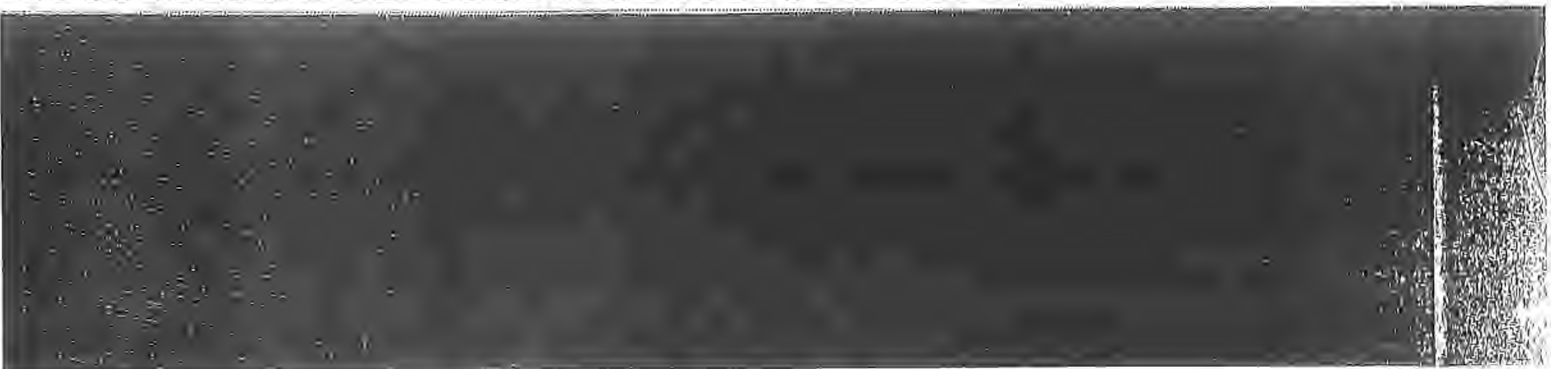
COMPARE YOUR USAGE			
CURRENT MONTH	4090 KWH	31 DAYS	
LAST MONTH	3118 KWH	30 DAYS	
SAME MONTH LAST YEAR	4119 KWH	31 DAYS	

AMOUNT DUE AFTER DUE DATE	535.34
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Internet Password: [REDACTED]

You are invited to Pennyrile Electric's Annual Membership Meeting on July 2 at the Western Kentucky State Fairgrounds. Look for details in the July edition of Kentucky Living.

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2033  
1223



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METER NO.	[REDACTED]	TODD COUNTY WATER
PRESENT READING	05/16/13	9361
PREVIOUS READING	04/16/13	6243
ELECTRIC KWH USED		3118
MULTIPLIER		1

ACCOUNT NUMBER
[REDACTED]

*office*

**COMMERCIAL**

BILLING INFORMATION	CHARGE (\$)
ELECTRIC KWH USED CURRENT MONTH 3118	258.10
INCREASE FOR ENVIRONMENTAL CHARGE	10.94
TVA FUEL CHARGE	76.95
1 200 WATT SECURITY LIGHT	8.83
STATE TAX	21.91
INCREASE FOR SCHOOL TAX	10.38
	<b>NET AMOUNT DUE 387.11</b>

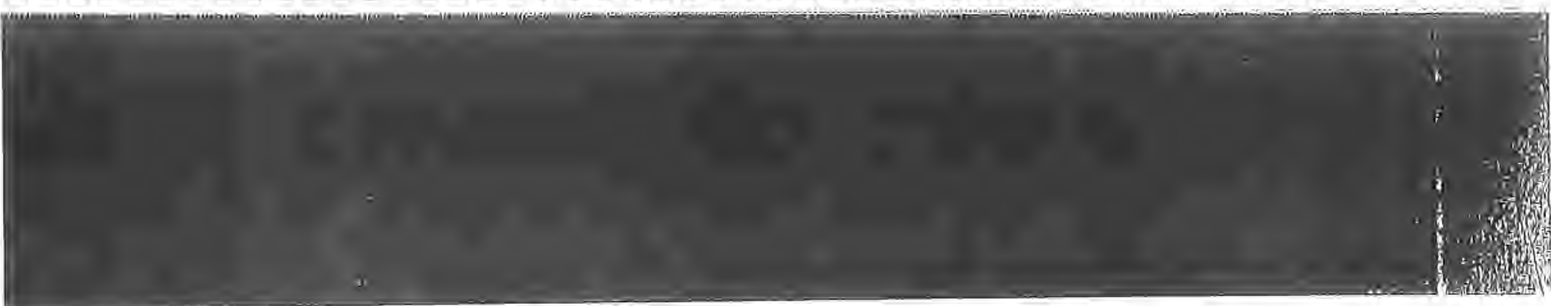
COMPARE YOUR USAGE			
CURRENT MONTH	3118	KWH	30 DAYS
LAST MONTH	3361	KWH	31 DAYS
SAME MONTH LAST YEAR	3105	KWH	30 DAYS

NET AMOUNT DUE	387.11
DUE DATE	06/07/13
AMOUNT DUE AFTER DUE DATE	400.65

Internet Password: [REDACTED]

Update your account information and you will be eligible to win several great prizes. To update your account, just fill out the insert in your bill and return it with your payment.

DETACH AND RETURN BOTTOM PORTION WITH PAYMENT



0 = \*

492 \* 16 +

486 \* 22 +

493 \* 34 +

483 \* 49 +

486 \* 20 +

480 \* 19 +

486 \* 47 +

489 \* 89 +

486 \* 55 +

481 \* 06 +

480 \* 48 +

483 \* 91 +

012

5 \* 829 \* 96 \*

*office  
phone  
bill*





at&amp;t

TODD CO WATER DIST  
817 W MAIN ST  
ELKTON KY 42220

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Apr 13, 2014  
Web Site att.com

# Monthly Statement

*Office*

## Bill-At-A-Glance

Previous Bill	486.22
Payment Received 4-04 Thank You!	486.22CR
Adjustments	.00
Balance	.00
Current Charges	492.16
<b>Total Amount Due</b>	<b>\$492.16</b>
Amount Due in Full by	May 11, 2014

## Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
Plans and Services	1	423.54
1 877 438-0041		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	2	42.62
1 877 438-0041		
VP	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>492.16</b>

## Plans and Services

### Monthly Service - Apr 13 thru May 12

	Quantity	
1. Complete Choice@ 7 Lines	1	293.00
Business Line		
3Way Calling with Transfer		
Hunting/Rollover Service		
Call Return		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		
2. Complete Choice@ Mntce 7 Lines	1	11.95
Inside Wire Protection		

**Total Monthly Service 304.95**

### Surcharges and Other Fees

Item	No.	Description	Quantity	
	3.	KY - GRT Surcharge		4.46
	4.	Federal Subscriber Line Charge	7	47.53
	5.	Federal Universal Svc Fee-Mult	7	9.10
<b>Total Surcharges and Other Fees</b>				<b>61.09</b>

### Government Fees and Taxes

Item	No.	Description	Quantity	
	6.	Federal Excise Tax		10.61
	7.	KY - State Tax		21.51
	8.	KY - School Tax		0.79
	9.	Kentucky Lifeline Support	7	.56
	10.	Telecommunication Relay Svc-KY	7	.28
	11.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>				<b>57.50</b>

**Total Plans and Services 423.54**

## News You Can Use Summary

- PREVENT DISCONNECT
- DIRECT DRY ASSISTANCE
- CARRIER INFORMATION
- UNIVERSAL SVC FEE

See "News You Can Use" for additional information.



TO DO GO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

Page [redacted]  
Account Number [redacted]  
Billing Date Mar 12, 2014

Web Site att.com

# Monthly Statement

*office*

### Bill-At-A-Glance

Previous Bill	493.34
Payment Received 2-27 Thank You!	493.34CR
Adjustments	.00
Balance	.00
Current Charges	486.22
<b>Total Amount Due</b>	<b>\$486.22</b>
Amount Due in Full by	Apr 10, 2014

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	423.54
1 877 438-0041 PIN: [redacted]		
Repair Service: 1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	1	36.68
1 877 438-0041		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>486.22</b>

### Plans and Services

#### Monthly Service - Mar 13 thru Apr 12

	Quantity	
1. Complete Choice@ 7 Lines Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2. Complete Choice@ Mntce 7 Lines Inside Wire Protection	1	11.95
<b>Total Monthly Service</b>		<b>304.95</b>

#### Surcharges and Other Fees

Item No.	Description	Quantity	
3.	KY - GRT Surcharge		4.48
4.	Federal Subscriber Line Charge	7	47.53
5.	Federal Universal Svc Fee-Mult	7	9.10
<b>Total Surcharges and Other Fees</b>			<b>61.09</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
6.	Federal Excise Tax		10.61
7.	KY - State Tax		21.51
8.	KY - School Tax		8.79
9.	Kentucky Lifeline Support	7	.56
10.	Telecommunication Relay Svc-KY	7	.20
11.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>			<b>57.50</b>

**Total Plans and Services 423.54**

### AT&T Long Distance Service

#### Monthly Service

##### Charges for 270 265-2229

Type of Service	Period	
12. Bus. Pref. Rate Plan Monthly Fee	02/25-03/24	14.50
13. Bus. Int'l Calling III Monthly Fee	02/25-03/24	3.00
14. 02-24 Federal Universal Service Fee Credit		1.83CR
15. 02-25 Bus. Pref. Rate Plan Monthly Fee Waiver		14.50CR
16. 3-Year Term Plan Intrastate Discount-14%	01/25-02/24	3.22CR
17. 3-Year Term Plan Interstate Discount-14%	01/25-02/24	1.36CR
<b>Total Charges for 270 265-2229</b>		<b>3.21CR</b>
<b>Total Monthly Service</b>		<b>3.21CR</b>

### News You Can Use Summary

\* PREVENT DISCONNECT \* CARRIER INFORMATION  
See "News You Can Use" for additional information.

Local Services provided by AT&T Kentucky

TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Feb 13, 2014  
Web Site att.com



# Monthly Statement

*office*

### Bill-At-A-Glance

Previous Bill	483.49
Payment Received 1-31 Thank You!	483.49CR
Adjustments	.00
Balance	.00
Current Charges	493.34
<b>Total Amount Due</b>	<b>\$493.34</b>
Amount Due in Full by	Mar 13, 2014

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	424.13
1 866 620-6000 PIN: [REDACTED]		
<b>Repair Service:</b>		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	2	43.21
1 866 620-6000		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>493.34</b>

### Plans and Services

**Monthly Service - Feb 13 thru Mar 12**

	Quantity	
1. <b>Complete Choice® 7 Lines</b>	1	293.00
Business Line		
3Way Calling with Transfer		
Hunting/Rollover Service		
Call Return		
Caller ID Name-Number Delivery		
Anonymous Call Blocking		
2. <b>Complete Choice® Mntce 7 Lines</b>	1	11.95
Inside Wire Protection		
<b>Total Monthly Service</b>		<b>304.95</b>

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	Quantity	Monthly Rate	Amount Billed
<b>Activity on Dec 31, 2013</b>			
<b>Charges for 270 265-2229</b>			
Your bill reflects a charge for a change in rates for: (Monthly Charges are prorated from Jan 1, 2014 through Feb 12, 2014)			
3 - Federal Universal Service Fee	7	.42	.55

### Surcharges and Other Fees

Item	Quantity	Amount Billed
4. KY - GRT Surcharge		4.46
5. Federal Subscriber Line Charge	7	47.53
6. Federal Universal Svc Fee-Mult	7	9.10
<b>Total Surcharges and Other Fees</b>		<b>61.09</b>

### Government Fees and Taxes

Item	Quantity	Amount Billed
7. Federal Excise Tax		10.61
8. KY - State Tax		21.54
9. KY - School Tax		8.79
10. Kentucky Lifeline Support	7	.56
11. Telecommunication Relay Svc-KY	7	.28
12. Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>		<b>57.53</b>

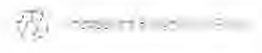
### Total Plans and Services

424.13

### News You Can Use Summary

• PREVENT DISCONNECT      • CARRIER INFORMATION  
See "News You Can Use" for additional information.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
817 W MAIN ST  
ELKTON KY 42220

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Account Number [REDACTED]  
Billing Date Jan 13, 2014  
Web Site att.com



## Monthly Statement

*Office*

### Bill-At-A-Glance

Previous Bill	486.20
Payment Received 12-28 Thank You!	486.20CR
Adjustments	.00
Balance	.00
Current Charges	483.49
<b>Total Amount Due</b>	<b>\$483.49</b>
Amount Due in Full by	Feb 10, 2014

### Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	423.09
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	1	34.40
1 866 620-6000		
YP	2	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>483.49</b>

### News You Can Use Summary

- PREVENT DISCONNECT
  - UNIVERSAL SVC FEE
  - CARRIER INFORMATION
  - COMPLETE CHOICE®
- See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Jan 13 thru Feb 12

	Quantity	
1. Complete Choice® 7 Lines	1	293.00
Business Line		
3Way Calling with Transfer		
Hunting/Rollover Service		
Call Return		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		
2. Complete Choice® Mntce 7 Lines	1	11.95
Inside Wire Protection		

**Total Monthly Service 304.95**

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	3.	KY - GRT Surcharge		4.48
	4.	Federal Subscriber Line Charge	7	47.53
	5.	Federal Universal Svc Fee-Mult	7	8.68
<b>Total Surcharges and Other Fees</b>				<b>59.67</b>

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	6.	Federal Excise Tax		10.61
	7.	KY - State Tax		21.48
	8.	KY - School Tax		8.79
	9.	Kentucky Lifeline Support	7	.56
	10.	Telecommunication Relay Svc-KY	7	.28
	11.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>				<b>57.47</b>

**Total Plans and Services 423.09**

### AT&T Long Distance Service

#### Monthly Service

##### Charges for 270 265-2229

Type of Service	Period	
12. Bus. Pref. Rate Plan Monthly Fee	12/25-01/24	14.50
13. Bus. Int'l Calling Ill Monthly Fee	12/25-01/24	3.00
14. 12-24 Federal Universal Service Fee Credit		.08CR
15. 3-Year Term Plan Intrastate Discount-14%	11/25-12/24	1.43CR
16. 3-Year Term Plan Interstate Discount-14%	11/25-12/24	.39CR
<b>Total Charges for 270 265-2229</b>		<b>15.62</b>
<b>Total Monthly Service</b>		<b>15.62</b>

Local Services provided by AT&T Kentucky.

TODD GO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

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Account Number [REDACTED]  
Billing Date Dec 13, 2013  
Web Site att.com



## Monthly Statement

*Office*

### Bill-At-A-Glance

Previous Bill	480.19
Payment Received 12-05 Thank You!	480.19CR
Adjustments	.00
Balance	.00
Current Charges	486.20
<b>Total Amount Due</b>	<b>\$486.20</b>
Amount Due in Full by	Jan 10, 2014

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	423.09
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	1	37.11
1 866 620-6000		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>486.20</b>

### Plans and Services

#### Monthly Service - Dec 13 thru Jan 12

	Quantity	
1. Complete Choice® 7 Lines Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2. Complete Choice® Mntce 7 Lines Inside Wire Protection	1	11.95

**Total Monthly Service 304.95**

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	3.	KY - GRF Surcharge		4.46
	4.	Federal Subscriber Line Charge	7	47.53
	5.	Federal Universal Svc Fee-Mult	7	8.68
<b>Total Surcharges and Other Fees</b>				<b>60.67</b>

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	6.	Federal Excise Tax		10.61
	7.	KY - State Tax		21.48
	8.	KY - School Tax		8.79
	9.	Kentucky Helpline Support	7	56
	10.	Telecommunication Relay Svc-KY	7	28
	11.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>				<b>57.47</b>

**Total Plans and Services 423.09**

### AT&T Long Distance Service

#### Monthly Service

##### Charges for 270 265-2229

Type of Service	Period	
12. Bus. Pref. Rate Plan Monthly Fee	11/25-12/24	14.50
13. Bus. Int'l Calling Ill Monthly Fee	11/25-12/24	3.00
14. 11-24 Federal Universal Service Fee Credit		.14CR
15. 3-Year Term Plan Intrastate Discount-14%	10/25-11/24	1.24CR
16. 3-Year Term Plan Interstate Discount-14%	10/25-11/24	.90CR
<b>Total Charges for 270 265-2229</b>		<b>15.22</b>
<b>Total Monthly Service</b>		<b>15.22</b>

### News You Can Use Summary

- PREVENT DISCONNECT
  - COMPLETE CHOICE®
  - CARRIER INFORMATION
- See "News You Can Use" for additional information.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Nov 13, 2013  
Web Site att.com

# Monthly Statement

*Office*

### Bill-At-A-Glance

Previous Bill	486.47
Payment Received 10-31 Thank You!	486.47CR
Adjustments	.00
Balance	.00
Current Charges	480.19
<b>Total Amount Due</b>	<b>\$480.19</b>
Amount Due in Full by	Dec 11, 2013

### Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
<b>Plans and Services</b>	1	421.47
1 866 620-6000 PIN: [REDACTED]		
<b>Repair Service:</b>		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	2	32.72
1 866 620-6000		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>480.19</b>

### News You Can Use Summary

PREVENT DISCONNECT      CARRIER INFORMATION  
See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Nov 13 thru Dec 12

No.	Description	Quantity	Amount
1.	<b>Complete Choice@ 7 Lines</b> Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2.	<b>Complete Choice@ Mntce 7 Lines</b> Inside Wire Protection	1	11.95

**Total Monthly Service** 304.95

#### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Sep 30, 2013</b>				
<b>Charges for 270 265-2229</b>				
Your bill reflects a charge for a change in rates for; (Monthly Charges are prorated from Oct 1, 2013 through Nov 12, 2013)				
3.	Federal Universal Service Fee	7	.07	.07
4.	Federal Subscriber Line Charge	7	1.12	1.54CR
<b>Total Charges for 270 265-2229</b>				1.47CR
<b>Total Additions and Changes to Service</b>				1.47CR

#### Surcharges and Other Fees

Item No.	Description	Quantity	Amount
5.	KY - GRT Surcharge		4.44
6.	Federal Subscriber Line Charge	7	47.53
7.	Federal Universal Svc Fee-Mult	7	8.88
<b>Total Surcharges and Other Fees</b>			60.65

#### Government Fees and Taxes

Item No.	Description	Quantity	Amount
8.	Federal Excise Tax		10.57
9.	KY - State Tax		21.39
10.	KY - School Tax		8.79
11.	Kentucky Lifeline Support	7	.56
12.	Telecommunication Relay Svc-KY	7	.28
13.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>			57.34

**Total Plans and Services** 421.47

Local Services provided by AT&T Kentucky.

TODD CO WATER DIST  
677 W MAIN ST  
ELKTON KY 42220

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Oct 13, 2013  
Web Site att.com



# Monthly Statement

*office*

### Bill-At-A-Glance

Previous Bill	489.89
Payment Received 10-03 Thank You!	489.89CR
Adjustments	.00
Balance	.00
Current Charges	486.47
<b>Total Amount Due</b>	<b>\$486.47</b>
Amount Due In Full by	Nov 10, 2013

### Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	424.26
1 866 620-6000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	1	36.21
1 866 620-6000		
YP	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>486.47</b>

### Plans and Services

#### Monthly Service - Oct 13 thru Nov 12

	Quantity	
1. Complete Choice@ 7 Lines Business Line	1	293.00
3Way Calling with Transfer		
Hunting/Follover Service		
Call Return		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		
2. Complete Choice@ Mntce 7 Lines	1	11.95
Inside Wire Protection		

**Total Monthly Service 304.95**

#### Surcharges and Other Fees

Item No.	Description	Quantity	
3.	KY - GRT Surcharge		4.48
4.	Federal Subscriber Line Charge	7	48.65
5.	Federal Universal Svc Fee-Mult	7	8.61
<b>Total Surcharges and Other Fees</b>			<b>61.74</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
6.	Federal Excise Tax		10.65
7.	KY - State Tax		21.54
8.	KY - School Tax		8.78
9.	Kentucky Lifeline Support	7	.56
10.	Telecommunication Relay Svc-KY	7	.28
11.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>			<b>57.57</b>

**Total Plans and Services 424.26**

### AT&T Long Distance Service

#### Important Information

International Mobile Termination Charge:  
Effective January 1, 2010 and on a quarterly basis thereafter, International Mobile Termination Charge (IMTC) rates to some countries may change.  
Visit <http://www.att.com/mobileterm> for all new updated IMTC rates or contact a Customer Service representative at the phone number listed on the front of your bill.  
Thank you for choosing AT&T Long Distance.

Local Services provided by AT&T Kentucky.

### News You Can Use Summary

- \* PREVENT DISCONNECT
  - \* MAINTENANCE PACKAGE
  - \* CARRIER INFORMATION
  - \* UNIVERSAL SVC FEE
- See "News You Can Use" for additional information.

TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220Page 1 of 1  
Account Number [REDACTED]  
Billing Date Sep 13, 2013  
Web Site att.com

## Monthly Statement

*office*

## Bill-At-A-Glance

Previous Bill	486.55
Payment Received 8-30 Thank You!	486.55CR
Adjustments	.00
Balance	.00
Current Charges	489.89
<b>Total Amount Due</b>	<b>\$489.89</b>
Amount Due in Full by	Oct 13, 2013

## Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	424.26
1 866 620-6000		
PIN [REDACTED]		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	1	39.63
1 866 620-6000		
YP	3	26.00
1 800 478-2977		
<b>Total Current Charges</b>		<b>489.89</b>

## News You Can Use Summary

- \* PREVENT DISCONNECT
  - \* PAY BY DATE CHANGE
  - \* CARRIER INFORMATION
- See "News You Can Use" for additional information.

## Plans and Services

## Monthly Service - Sep 13 thru Oct 12

	Quantity	
1. Complete Choice@ 7 Lines	1	293.00
Business Line		
3Way Calling with Transfer		
Hunting/Follover Service		
Call Return		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		
2. Complete Choice@ Mntce 7 Lines	1	11.95
Inside Wire Protection		

Total Monthly Service 304.95

## Surcharges and Other Fees

Item	Quantity	
3. KY - GRT Surcharge		4.48
4. Federal Subscriber Line Charge	7	48.65
5. Federal Universal Svc Fee-Mult	7	8.61
<b>Total Surcharges and Other Fees</b>		<b>61.74</b>

## Government Fees and Taxes

Item	Quantity	
6. Federal Excise Tax		10.85
7. KY - State Tax		21.54
8. KY - School Tax		8.79
9. Kentucky Lifeline Support	7	.58
10. Telecommunication Relay Svc -KY	7	.28
11. Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>		<b>57.57</b>

Total Plans and Services 424.26

## AT&amp;T Long Distance Service

## Monthly Service

## Charges for 270 265-2229

Type of Service	Period	
12. Bus. Pref. Rate Plan Monthly Fee	08/25-09/24	12.00
13. Bus. Int'l Calling III Monthly Fee	08/25-09/24	2.00
14. 08-24 Federal Universal Service Fee Credit		.11CR
15. 3-Year Term Plan Intrastate Discount-14%	07/25-09/24	2.49CR
16. 3-Year Term Plan Interstate Discount-14%	07/25-09/24	.71CR
<b>Total Charges for 270 265-2229</b>		<b>10.68</b>
<b>Total Monthly Service</b>		<b>10.69</b>

Local Services provided by AT&amp;T Kentucky.



TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

Page 1 of 4  
Account Number [REDACTED]  
Billing Date Aug 13, 2013  
Web Site att.com



# Monthly Statement

*office*

### Bill-At-A-Glance

Previous Bill	481.06
Payment Received 8-02 Thank You!	481.06CR
Adjustments	.00
Balance	.00
Current Charges	486.55
<b>Total Amount Due</b>	<b>\$486.55</b>
Amount Due in Full by	Sep 12, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	427.95
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	2	32.60
1 866 620-6000		
<b>YP</b>	3	25.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>486.55</b>

### News You Can Use Summary

- PREVENT DISCONNECT
  - DO NOT CALL
  - 900 # INFORMATION
  - CARRIER INFORMATION
  - AT&T RELAY SERVICE
  - PAY BY DATE CHANGE
- See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Aug 13 thru Sep 12

	Quantity	
1. Complete Choice® 7 Lines Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2. Complete Choice® Mntce 7 Lines Inside Wire Protection	1	11.95

**Total Monthly Service 304.95**

#### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Jul 1, 2013</b>					
<b>Charges for 270 265-2229</b>					
Your bill reflects a charge for a change in rates for: (Monthly Charges are prorated from Jul 2, 2013 through Aug 12, 2013)					
	3.	Federal Universal Service Fee	7	.21	.28
	4.	Federal Subscriber Line Charge	7	2.24	3.08
<b>Total Charges for 270 265-2229</b>					<b>3.36</b>
<b>Total Additions and Changes to Service</b>					<b>3.36</b>

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	5.	KY - GRT Surcharge		4.52
	6.	Federal Subscriber Line Charge	7	49.65
	7.	Federal Universal Svc Fee-Mult	7	8.61
<b>Total Surcharges and Other Fees 61.78</b>				

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	8.	Federal Excise Tax		10.74
	9.	KY - State Tax		21.74
	10.	KY - School Tax		8.79
	11.	Kentucky Lifeline Support	7	.50
	12.	Telecommunication Relay Svc-KY	7	.28
	13.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes 57.06</b>				

**Total Plans and Services 427.95**

Local Services provided by AT&T Kentucky.

TODD CO WATER DIST  
 617 W MAIN ST  
 ELKTON KY 42220

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 Account Number [REDACTED]  
 Billing Date Jul 13, 2013  
 Web Site att.com



## Monthly Statement

*Office*

### Bill-At-A-Glance

Previous Bill	480.48
Payment Received 6-28 Thank You!	480.48 CR
Adjustments	.00
Balance	.00
Current Charges	481.06
<b>Total Amount Due</b>	<b>\$481.06</b>
Amount Due In Full by	Aug 12, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	421.57
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	2	33.49
1 866 620-6000		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>481.06</b>

### Plans and Services

#### Monthly Service - Jul 13 thru Aug 12

	Quantity	
1. <b>Complete Choice® 7 Lines</b>	1	293.00
Business Line		
3Way Calling with Transfer		
Hunting/Rollover Service		
Call Return		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		
2. <b>Complete Choice® Mntce 7 Lines</b>	1	11.95
Inside Wire Protection		

**Total Monthly Service 304.95**

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	3	KY - GRT Surcharge		4.45
	4	Federal Subscriber Line Charge	7	46.41
	5	Federal Universal Svc Fee-Mult	7	8.40
<b>Total Surcharges and Other Fees</b>				<b>59.26</b>

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	6	Federal Excise Tax		10.58
	7	KY - State Tax		21.40
	8	KY - School Tax		8.79
	9	Kentucky Lifeline Support	7	.58
	10	Telecommunication Relay Svc-KY	7	.28
	11	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>				<b>57.30</b>

**Total Plans and Services 421.57**

### News You Can Use Summary

• PREVENT DISCONNECT • CARRIER INFORMATION  
 See "News You Can Use" for additional information.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Jun 13, 2013  
Web Site att.com

# Monthly Statement

*office*

## Bill-At-A-Glance

Previous Bill	476.20
Payment Received 5-23 Thank You!	476.20CR
Adjustments	.00
Balance	.00
Current Charges	480.48
<b>Total Amount Due</b>	<b>\$480.48</b>
Amount Due in Full by	Jul 13, 2013

## Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	421.57
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	1	32.91
1 866 620-6000		
<b>YP</b>	3	26.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>480.48</b>

## News You Can Use Summary

- PREVENT DISCONNECT
  - CARRIER INFORMATION
  - IMPORTANT NOTICE
  - NOTICE OF SETTLEMENT
- See "News You Can Use" for additional information.

## Plans and Services

### Monthly Service - Jun 13 thru Jul 12

	Quantity	
1. Complete Choice® 7 Lines Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2. Complete Choice® Mrtce 7 Lines Inside Wire Protection	1	11.95

### Total Monthly Service

304.95

### Surcharges and Other Fees

Item	Quantity	
3. KY - GRT Surcharge		4.45
4. Federal Subscriber Line Charge	7	46.41
5. Federal Universal Svc Fee-Mult	7	8.40
<b>Total Surcharges and Other Fees</b>		<b>59.26</b>

### Government Fees and Taxes

Item	Quantity	
6. Federal Excise Tax		10.58
7. KY - State Tax		21.40
8. KY - School Tax		8.79
9. Kentucky Lifeline Support	7	.56
10. Telecommunication Relay Svc-KY	7	.28
11. Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>		<b>57.36</b>

### Total Plans and Services

421.57

## AT&T Long Distance Service

### Monthly Service

#### Charges for 270 265-2229

Type of Service	Period	
12. Bus. Pref. Rate Plan Monthly Fee	05/25-06/24	12.00
13. Bus. Int'l Calling III Monthly Fee	05/25-06/24	2.00
14. 05-24 Federal Universal Service Fee Credit		.04CR
15. 3-Year Term Plan Intrastate Discount-14%	04/25-05/24	2.04CR
16. 3-Year Term Plan Interstate Discount-14%	04/25-05/24	.23CR
<b>Total Charges for 270 265-2229</b>		<b>11.99</b>
<b>Total Monthly Service</b>		<b>11.99</b>

Local Services provided by AT&T Kentucky.

TODD CO WATER DIST  
617 W MAIN ST  
ELKTON KY 42220

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Account Number [REDACTED]  
Billing Date Apr 13, 2013  
Web Site att.com



# Monthly Statement

*Office phones  
April 2013*

### Bill-At-A-Glance

Previous Bill	486.50
Payment Received 3-28 Thank You!	486.50 CR
Adjustments	.00
Balance	.00
Current Charges	483.91
<b>Total Amount Due</b>	<b>\$483.91</b>
Amount Due in Full by	May 13, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	421.42
1 866 620-6000 PIN: [REDACTED]		
<b>Repair Service:</b>		
1 866 620-6900		
<b>AT&amp;T Long Distance Service</b>	2	36.49
1 866 620-6000		
<b>YP, formerly AT&amp;T Ad Solutions</b>	3	25.00
1 800 479-2977		
<b>Total Current Charges</b>		<b>483.91</b>

### Plans and Services

#### Monthly Service - Apr 13 thru May 12

	Quantity	
1. Complete Choice@ 7 Lines Business Line 3Way Calling with Transfer Hunting/Rollover Service Call Return Caller-ID Name-Number Delivery Anonymous Call Blocking	1	293.00
2. Complete Choice@ Mntce 7 Lines Inside Wire Protection	1	11.95

**Total Monthly Service 304.95**

#### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Mar 31, 2013</b>				
<b>Charges for 270 265-2229</b>				
Your bill reflects a credit for a change in rates for: (Monthly Charges are prorated from Apr 1, 2013 through Apr 12, 2013)				
3.	Federal Universal Service Fee	7	.35	1.40 CR

#### Surcharges and Other Fees

Item No.	Description	Quantity	
4.	KY - GRT Surchage		4.45
5.	Federal Subscriber Line Charge	7	46.41
6.	Federal Universal Svc Fee-Mult	7	8.40
<b>Total Surcharges and Other Fees</b>			<b>59.26</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
7.	Federal Excise Tax		10.58
8.	KY - State Tax		21.39
9.	KY - School Tax		8.79
10.	Kentucky Lifeline Support	7	.58
11.	Telecommunication Relay Svc-KY	7	.28
12.	Emergency 911 Service		15.75
<b>Total Government Fees and Taxes</b>			<b>57.35</b>

**Total Plans and Services 421.42**

### News You Can Use Summary

\* PREVENT DISCONNECT \* CARRIER INFORMATION  
See "News You Can Use" for additional information.

Local Services provided by AT&T Kentucky.

0 \* \*

*Water plant /  
Shop*

126.35+  
125.51+  
115.09+  
127.66+  
125.76+  
126.88+  
126.63+  
107.96+  
127.28+  
126.07+  
107.72+  
108.33+

012

1,451.24\*

TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

Page 1 of 2  
Account Number [REDACTED]  
Billing Date Apr 13, 2014

Web Site att.com



# Monthly Statement

*water plant / Shop*

## Bill-A-Glance

Previous Bill	125.51
Payment Received 4-04 Thank You!	125.51 CH
Adjustments	.00
Balance	.00
Current Charges	126.35
<b>Total Amount Due</b>	<b>\$126.35</b>
Amount Due in Full by	May 11, 2014

## Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
Plans and Services	1	126.35
1 877 438-0041		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>Total Current Charges</b>		<b>126.35</b>

## News You Can Use Summary

- PREVENT DISCONNECT
  - CARRIER INFORMATION
  - DIRECTORY ASSISTANCE
  - UNIVERSAL SVC FEE
- See "News You Can Use" for additional information.

## Plans and Services

### Monthly Service - Apr 13 thru May 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary

#### Local Usage Summary for 270 277-8893 \*\*\*

	Call	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	19	32	.05	1.80
				1.80

4. Total for Back-Up@ Line 270 277-8893 **1.50**  
\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

### Surcharges and Other Fees

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.29
6.	Federal Subscriber Line Charge	2	13.58
7.	Federal Universal Svc Fee-Mult	2	2.60
<b>Total Surcharges and Other Fees</b>			<b>17.47</b>

### Government Fees and Taxes

Item No.	Description	Quantity	
8.	KY - School Tax		2.54
9.	Kentucky Lifeline Support	2	.16
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>			<b>7.28</b>

**Total Plans and Services** **126.35**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges **MUST** be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$126.35. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.



# Monthly Statement

*Water plant / Shop*

## Bill-At-A-Glance

Previous Bill	115.09
Payment Received 2-27 Thank You!	115.09CH
Adjustments	.00
Balance	.00
Current Charges	125.51
<b>Total Amount Due</b>	<b>\$125.51</b>
Amount Due in Full by	Apr 10, 2014

## Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
<b>Plans and Services</b>		125.51
1 877 438-0041 PIN: [REDACTED]		
Repair Service: 1 866 620-8900		
<b>Total Current Charges</b>		<b>125.51</b>

## Plans and Services

### Monthly Service - Mar 13 thru Apr 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary

#### Local Usage Summary for 270 277-8893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	8	16	.05	.80
				.80

4. Total for Back-Up@ Line 270 277-8893 **.00**

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

### Surcharges and Other Fees

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.28
6.	Federal Subscriber Line Charge	2	13.58
7.	Federal Universal Svc Fee-Mult	2	2.60
	<b>Total Surcharges and Other Fees</b>		<b>17.46</b>

### Government Fees and Taxes

Item No.	Description	Quantity	
8.	KY - School Tax		2.51
9.	Kentucky Lifeline Support	2	.18
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
	<b>Total Government Fees and Taxes</b>		<b>7.25</b>

**Total Plans and Services** **125.51**

## News You Can Use Summary

PREVENT DISCONNECT      CARRIER INFORMATION  
 See "News You Can Use" for additional information.

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$125.51. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

Page  
Account Number  
Billing Date Feb 13, 2014  
Web Site att.com

# Monthly Statement

*Water plant / Shop*

## Bill-At-A-Glance

Previous Bill	127.66
Payment Received 1-31 Thank You!	144.57CR
Adjustments	.00
Balance	16.91CR
Current Charges	132.00
<b>Total Amount Due</b>	<b>\$115.09</b>
Current Charges Due in Full by	Mar 13, 2014

## Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
Plans and Services	1	126.41
1 866 620-6000 PIN: [REDACTED]		
Repair Service		
1 866 620-6900		
USBI	3	5.59
1 888 474-8724		
<b>Total Current Charges</b>		<b>132.00</b>

## News You Can Use Summary

\* PREVENT DISCONNECT      \* CARRIER INFORMATION  
See "News You Can Use" for additional information.

## Plans and Services

### Monthly Service - Feb 13 thru Mar 12

	Quantity	
1. Business Line	1	61.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Dec 31, 2013</b>				
<b>Charges for 270 277-9859</b>				
Your bill reflects a charge for a change in rates for: (Monthly Charges are prorated from Jan 1, 2014 through Feb 12, 2014)				
4.	Federal Universal Service Fee	2	.12	.16

### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	18	30	.05	1.50
				1.50

5. Total for Back-Up@ Line 270 277-9893 **1.50**

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

### Surcharges and Other Fees

Item No.	Description	Quantity	
6.	KY - GRT Surcharge		1.20
7.	Federal Subscriber Line Charge	2	13.58
8.	Federal Universal Svc Fee-Mult	2	2.60
<b>Total Surcharges and Other Fees</b>			<b>17.47</b>

### Government Fees and Taxes

Item No.	Description	Quantity	
9.	KY - School Tax		0.54
10.	Kentucky Lifeline Support	2	.16
11.	Telecommunication Relay Svc-KY	2	.08
12.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>			<b>7.28</b>

**Total Plans and Services** **126.41**

Local Services provided by AT&T Kentucky.





TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

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Account Number [REDACTED]  
Billing Date Jan 13, 2014  
Web Site att.com

# Monthly Statement

*Water plant/Shop*

### Bill-At-A-Glance

Previous Bill	125.76
Payment Received 12-28 Thank You!	125.76CR
Adjustments	.00
Balance	.00
Current Charges	127.66
<b>Total Amount Due</b>	<b>\$127.66</b>
Amount Due in Full by	Feb 10, 2014

### Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	125.60
1 866 620-6000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
USBI	3	2.06
1 888 474-8724		
<b>Total Current Charges</b>		<b>127.66</b>

### News You Can Use Summary

- PREVENT DISCONNECT
  - CARRIER INFORMATION
  - UNIVERSAL SVC FEE
- See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Jan 13 thru Feb 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up® Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Local Usage

##### Back-Up® Line Monthly Calling Activity Summary Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	13	20	.05	1.00
				1.00

4. Total for Back-Up® Line 270 277-9893 1.00

\*\*\* Long distance and certain other types of calls from your Back-Up® Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.28
6.	Federal Subscriber Line Charge	2	13.58
7.	Federal Universal Svc Fee-Mult	2	2.48
<b>Total Surcharges and Other Fees</b>			<b>17.34</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
8.	KY - School Tax		2.52
9.	Kentucky Lifeline Support	2	.16
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>			<b>7.26</b>

**Total Plans and Services 125.60**

### News You Can Use

#### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$127.66. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

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Account Number [REDACTED]  
Billing Date Dec 13, 2013  
Web Site att.com

## Monthly Statement

*Water plant / Shop*

### Bill-At-A-Glance

Previous Bill	126.88
Payment Received 12-05 (Thank You)	126.88 CR
Adjustments	.00
Balance	.00
Current Charges	125.76
<b>Total Amount Due</b>	<b>\$125.76</b>
Amount Due in Full by	Jan 10, 2014

### Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	125.24
1 866 620-6000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
USBI	3	.52
1 888 474-8724		
<b>Total Current Charges</b>		<b>125.76</b>

### Plans and Services

#### Monthly Service - Dec 13 thru Jan 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up@Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Local Usage

##### Back-Up@Line Monthly Calling Activity Summary

##### Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	8	13	.05	.65
				.65

4. Total for Back-Up@Line 270 277-9893 .65

\*\*\* Long distance and certain other types of calls from your Back-Up@Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	5.	KY - GRT Surcharge		1.28
	6.	Federal Subscriber Line Charge	2	13.58
	7.	Federal Universal Svc Fee-Mult	2	2.48
<b>Total Surcharges and Other Fees</b>				<b>17.34</b>

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	8.	KY - School Tax		2.51
	9.	Kentucky Lifeline Support	2	.18
	10.	Telecommunication Relay Svc-KY	2	.08
	11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>				<b>7.25</b>

#### Total Plans and Services

125.24

### News You Can Use Summary

• PREVENT DISCONNECT      • CARRIER INFORMATION  
See "News You Can Use" for additional information.

### News You Can Use

#### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$125.76. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.

TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

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Account Number [REDACTED]  
Billing Date Nov 13, 2013

Web Site att.com



# Monthly Statement

*Water plant/Shop*

## Bill-At-A-Glance

Previous Bill	126.63
Payment Received 10-31 Thank You!	126.63CR
Adjustments	.00
Balance	.00
Current Charges	126.88
<b>Total Amount Due</b>	<b>\$126.88</b>
Amount Due in Full by	<b>Dec 11, 2013</b>

## Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	126.11
1 866 620-6000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
USBI	3	.77
1 888 474 8724		
<b>Total Current Charges</b>		<b>126.88</b>

## Plans and Services

### Monthly Service - Nov 13 thru Dec 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00

**Total Monthly Service 100.00**

### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Sep 30, 2013</b>					
<b>Charges for 270 277-9059</b>					
Your bill reflects a charge for a change in rates for: (Monthly Charges are prorated from Oct 1, 2013 through Nov 12, 2013)					
	4.	Federal Universal Service Fee	2	.02	.02
	5.	Federal Subscriber Line Charge	2	.32	.64CR
<b>Total Charges for 270 277-9059</b>					<b>.42CR</b>
<b>Total Additions and Changes to Service</b>					<b>.42CR</b>

### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary

#### Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	19	38	.05	1.90
				1.90

6. Total for Back-Up@ Line 270 277-9893 1.90

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

### Surcharges and Other Fees

Item	No.	Description	Quantity	
	7.	KY - GRT Surcharge		1.28
	8.	Federal Subscriber Line Charge	2	13.58
	9.	Federal Universal Svc Fee-Mult	2	2.48
<b>Total Surcharges and Other Fees</b>				<b>17.34</b>

### Government Fees and Taxes

Item	No.	Description	Quantity	
	10.	KY - School Tax		2.08
	11.	Kentucky Lifeline Support	2	.10
	12.	Telecommunication Relay Svc-KY	2	.08

Local Services provided by AT&T Kentucky

## News You Can Use Summary

• PREVENT DISCONNECT • CARRIER INFORMATION  
See "News You Can Use" for additional information.



TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

Page 1 of 2  
Account Number [REDACTED]  
Billing Date Oct 13, 2013  
Web Site att.com

## Monthly Statement

*Water plant / Shop*

### Bill-At-A-Glance

Previous Bill	107.96
Payment Received 10-03 Thank You!	107.96CR
Adjustments	.00
Balance	.00
Current Charges	126.63
<b>Total Amount Due</b>	<b>\$126.63</b>
Amount Due in Full by	Nov 10, 2013

### Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
Plans and Services	1	126.63
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>Total Current Charges</b>		<b>126.63</b>

### Plans and Services

#### Monthly Service - Oct 13 thru Nov 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary Local Usage Summary for 270 277-9893 \*\*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	18	34	.05	1.70
				1.70

4. Total for Back-Up@ Line 270 277-9893 **1.70**  
 \*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.29
6.	Federal Subscriber Line Charge	2	13.90
7.	Federal Universal Svc Fee-Mult	2	2.46
<b>Total Surcharges and Other Fees</b>			<b>17.65</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
8.	KY - School Tax		2.54
9.	Kentucky Lifeline Support	2	.16
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>			<b>7.28</b>

**Total Plans and Services 126.63**

### News You Can Use

#### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$126.63. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.

### News You Can Use Summary

- PREVENT DISCONNECT
  - UNIVERSAL SVC FEE
  - CARRIER INFORMATION
- See "News You Can Use" for additional information.

TODD CO WATER DIST  
 PO BOX 520  
 ELKTON KY 42220-0520

Page 1 of 3  
 Account Number [REDACTED]  
 Billing Date Sep 13, 2013  
 Web Site att.com



# Monthly Statement

*Water plant / shop*

### Bill-At-A-Glance

Previous Bill	127.28
Payment Received 8-30 Thank You!	127.28CR
Adjustments	.00
Balance	.00
Current Charges	107.96
<b>Total Amount Due</b>	<b>\$107.96</b>
Amount Due In Full by	Oct 13, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	104.53
1 866 620-6000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>USBI</b>	3	3.43
1 888 474-8724		
<b>Total Current Charges</b>		<b>107.96</b>

### Plans and Services

#### Monthly Service - Sep 13 thru Oct 12

Service is billed in advance from the 13th of each month.

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Aug 26, 2013</b>				
<b>Charges for 270 277-9059</b>				
4.	Credit for Service Outage	1	21.74	21.74CR
5.	KY - Gross Receipts	2	.27	.27CR
<b>Services Changed</b>				
(Monthly Charges are prorated from Aug 26, 2013 through Sep 5, 2013)				
6.	KY - School	1	.58	.58CR
<b>Total Charges for 270 277-9059</b>				<b>22.30CR</b>
<b>Total Additions and Changes to Service</b>				<b>22.57CR</b>

#### Local Usage

##### Back-Up@ Line Monthly Calling Activity Summary

##### Local Usage Summary for 270 277-9893 \*\*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	21	43	.05	2.15
				2.15

7. Total for Back-Up@ Line 270 277-9893 2.15

\*\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item No.	Description	Quantity	
8.	KY - GRT Surcharge		1.30
9.	Federal Subscriber Line Charge	2	13.90
10.	Federal Universal Svc Fee-Mult	2	2.46
<b>Total Surcharges and Other Fees</b>			<b>17.66</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
11.	KY - School Tax		2.55
12.	Kentucky Lifeline Support	2	.16
13.	Telecommunication Relay Svc-KY	2	.08

Local Services provided by AT&T Kentucky.

### News You Can Use Summary

- PREVENT DISCONNECT
  - CARRIER INFORMATION
  - PAY BY DATE CHANGE
- See "News You Can Use" for additional information.



TODD CO WATER DIST  
 PO BOX 920  
 ELKTON KY 42220-0920

Page 1 of 3  
 Account Number [REDACTED]  
 Billing Date Aug 13, 2013  
 Web Site att.com

# Monthly Statement

*Water plant / Shop*

### Bill-At-A-Glance

Previous Bill	126.07
Payment Received 8-02 Thank You!	126.07CR
Adjustments	.00
Balance	.00
Current Charges	127.28
<b>Total Amount Due</b>	<b>\$127.28</b>
Amount Due in Full by	Sep 12, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	126.50
1 888 620 6000 PIN: [REDACTED]		
<b>Repair Service:</b>		
1 868 620-6900		
<b>USBI</b>	3	.78 #
1 888 474-8724		
# New services provided and billed		
<b>Total Current Charges</b>		<b>127.28</b>

### News You Can Use Summary

- PREVENT DISCONNECT
  - DO NOT CALL
  - 900 # INFORMATION
  - CARRIER INFORMATION
  - AT&T RELAY SERVICE
  - PAY BY DATE CHANGE
- See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Aug 13 thru Sep 12

Service is billed in advance from the 13th of each month.

	Quantity	
1. Business Line	1	51.00
2. Back-Up@ Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
<b>Activity on Jul 1, 2013</b>				
<b>Charges for 270 277-9059</b>				
Your bill reflects a charge for a change in rates for: (Monthly Charges are prorated from Jul 2, 2013 through Aug 12, 2013)				
4.	Federal Universal Service Fee	2	.06	.08
5.	Federal Subscriber Line Charge	2	.64	.98
<b>Total Charges for 270 277-9059</b>				<b>.96</b>
<b>Activity on Jul 18, 2013</b>				
<b>Charges for 270 277-9893</b>				
6.	Credit for Service Outage	1	1.11	1.11CR
7.	KY - Gross Receipts	1	.01	.01CR
<b>Services Changed</b>				
(Monthly Charges are prorated from Jul 18, 2013 through Jul 18, 2013)				
8.	KY - School	1	.03	.03CR
<b>Total Charges for 270 277-9893</b>				<b>1.14CR</b>
<b>Total Additions and Changes to Service</b>				<b>.19CR</b>

#### Local Usage

##### Back-Up@ Line Monthly Calling Activity Summary

##### Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	17	35	.05	1.75
				1.75

9. Total for Back-Up@ Line 270 277-9893 **1.75**

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item No.	Description	Quantity	
10.	KY - GRT Surcharge		1.30
11.	Federal Subscriber Line Charge	2	13.90

Local Services provided by AT&T Kentucky.



TOOD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220-0520

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Jul 13, 2013  
Web Site att.com

## Monthly Statement

*Water plant / shop*

### Bill-At-A-Glance

Previous Bill	107.72
Payment Received 6-28 Thank You!	107.72 CR
Adjustments	.00
Balance	.00
Current Charges	126.07
<b>Total Amount Due</b>	<b>\$126.07</b>
Amount Due in Full by	Aug 12, 2013

### Billing Summary

Questions? Visit att.com	Page	
<b>Plans and Services</b>	1	124.78
1 866 620-6000 PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
<b>USBI</b>	3	1.29
1 888 474-8724		
<b>Total Current Charges</b>		<b>126.07</b>

### News You Can Use Summary

• PREVENT DISCONNECT      • CARRIER INFORMATION  
See "News You Can Use" for additional information.

### Plans and Services

#### Monthly Service - Jul 13 thru Aug 12

	Quantity	
1. Business Line	1	51.00
2. Back-Up® Line	1	32.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>100.00</b>

#### Local Usage

##### Back-Up® Line Monthly Calling Activity Summary Local Usage Summary for 270 277-9893 \*\*\*

	Calla	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	12	12	.05	.60
				.60

4. Total for Back-Up® Line 270 277-9893 .60

\*\*\* Long distance and certain other types of calls from your Back-Up® Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item	No.	Description	Quantity	
	5.	KY - GRT Surcharge		1.27
	6.	Federal Subscriber Line Charge	2	13.26
	7.	Federal Universal Svc Fee-Mult	2	2.40
<b>Total Surcharges and Other Fees</b>				<b>16.93</b>

#### Government Fees and Taxes

Item	No.	Description	Quantity	
	8.	KY - School Tax		2.51
	9.	Kentucky Lifeline Support	2	.16
	10.	Telecommunication Relay Svc-KY	2	.08
	11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>				<b>7.25</b>

**Total Plans and Services** 124.78

### News You Can Use

#### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$126.07. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.



at&t

TODD CO WATER DIST  
PO BOX 520  
ELKTON KY 42220 0520

Page 1 of 3  
Account Number [REDACTED]  
Billing Date Jun 13, 2013  
Web Site att.com

# Monthly Statement

*Water plant / shop*

### Bill-At-A-Glance

Previous Bill	108.33
Payment Received 5-23 Thank You!	108.33CR
Adjustments	.00
Balance	.00
Current Charges	107.72
<b>Total Amount Due</b>	<b>\$107.72</b>
Amount Due in Full by	Jul 13, 2013

### Billing Summary

Questions? Visit <a href="http://att.com">att.com</a>	Page	
<b>Plans and Services</b>	1	107.46
1 866 620-6000 PIN: [REDACTED]		
Repair Service: 1 866 620-6900		
<b>USBI</b>	3	.26
1 888 474-8724		
<b>Total Current Charges</b>		<b>107.72</b>

### Plans and Services

#### Monthly Service - Jun 13 thru Jul 12

	Quantity	
1. Business Line	1	42.15
2. Back-Up@ Line	1	24.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>83.15</b>

#### Local Usage

#### Back-Up@ Line Monthly Calling Activity Summary

#### Local Usage Summary for 270 277-9893 \*\*\*

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	16	17	.05	.85
				.85

4. Total for Back-Up@ Line 270 277-9893 .85

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

#### Surcharges and Other Fees

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.05
6.	Federal Subscriber Line Charge	2	13.28
7.	Federal Universal Svc Fee-Mult	2	2.40
	<b>Total Surcharges and Other Fees</b>		<b>16.73</b>

#### Government Fees and Taxes

Item No.	Description	Quantity	
8.	KY - School Tax		2.01
9.	Kentucky Lifeline Support	2	.16
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
	<b>Total Government Fees and Taxes</b>		<b>6.75</b>

**Total Plans and Services 107.46**

### News You Can Use Summary

- PREVENT DISCONNECT
  - CARRIER INFORMATION
  - IMPORTANT NOTICE
  - NOTICE OF SETTLEMENT
- See "News You Can Use" for additional information.

### News You Can Use

#### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$107.72. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.



TODD CO WATER DIST  
PO BOX 520  
ELKTUN KY 42220-0520

Page 1 of 3  
Account Number [REDACTED]  
Billing Date May 13, 2013  
Web Site att.com



# Monthly Statement

*Water plant/Shop phone* *May 2013*

### Bill-At-A-Glance

Previous Bill	108.14
Payment Received 5-02 Thank You!	108.14CR
Adjustments	.00
Balance	.00
Current Charges	108.33
<b>Total Amount Due</b>	<b>\$108.33</b>
Amount Due In Full by	Jun 12, 2013

### Billing Summary

Questions? Visit att.com	Page	
Plans and Services	1	107.30
1 866 620-8000		
PIN: [REDACTED]		
Repair Service:		
1 866 620-6900		
USBI	3	1.03
1 888 474-8724		
<b>Total Current Charges</b>		<b>108.33</b>

### Plans and Services

**Monthly Service - May 13 thru Jun 12**

	Quantity	
1. Business Line	1	42.15
2. Back-Up@ Line	1	24.00
3. Inside Wire Protection	2	17.00
<b>Total Monthly Service</b>		<b>\$83.15</b>

**Local Usage**

**Back-Up@ Line Monthly Calling Activity Summary**

**Local Usage Summary for 270 277-9893 \*\*\***

	Calls	Total Mins	Cost/Min	Charges
Incoming	0	0	.05	.00
Outgoing	13	14	.05	.70
				.70
4. Total for Back-Up@ Line 270 277-9893				.70

\*\*\* Long distance and certain other types of calls from your Back-Up@ Line(s) are not included in the above charges, but may be included in other bill sections or on separate long distance company bills.

**Surcharges and Other Fees**

Item No.	Description	Quantity	
5.	KY - GRT Surcharge		1.05
6.	Federal Subscriber Line Charge	2	13.28
7.	Federal Universal Svc Fee-Mult	2	2.40
<b>Total Surcharges and Other Fees</b>			<b>16.73</b>

**Government Fees and Taxes**

Item No.	Description	Quantity	
8.	KY - School Tax		2.00
9.	Kentucky Lifeline Support	2	.16
10.	Telecommunication Relay Svc-KY	2	.08
11.	Emergency 911 Service		4.50
<b>Total Government Fees and Taxes</b>			<b>6.74</b>

**Total Plans and Services 107.30**

### News You Can Use Summary

- PREVENT DISCONNECT
  - DIRECTORY ASSISTANCE
  - NOTICE OF SETTLEMENT
  - BUSINESS LOCAL LINES
  - CARRIER INFORMATION
  - IMPORTANT NOTICE
  - BUSINESS LOCAL LINES
- See "News You Can Use" for additional information.

### News You Can Use

**PREVENT DISCONNECT**  
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$108.33. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

Local Services provided by AT&T Kentucky.

0.\*

53.88+

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office  
water bill

RETAIN THIS SECTION FOR YOUR RECORDS

*Office*

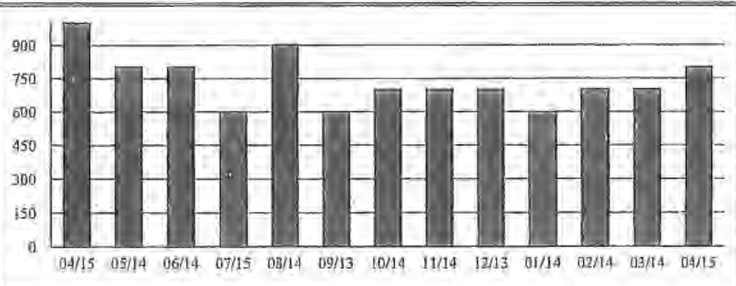


**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water	[REDACTED]	03/14 04/15	41900	42700	800	\$25.56
UT Local Tax						\$0.77
SW Sewer						\$27.55
						Net Due On or Before 05/07/2014 \$53.88
						Penalty Amount \$5.39
						Pay After 05/07/2014 \$59.27

*# 30259  
 4/28/2014*

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	33	800	24.242
Previous Billing Period	28	700	25.000
Same Period Last Year	32	1000	31.250



**Annual Spring Clean Up**  
**April 21st - April 23rd**

Free curbside pickup of large garbage items (not regular household garbage.) Open to residential customers only! Have items at the curb by Wednesday, April 23rd and the City will pick them up and dispose of them free of charge. **Items not to the curb by Wednesday will not be picked up.** Do not use any container you wish to keep. **We CANNOT pick up the following items: Any kind of batteries, construction waste, paint, freon, shingles, tires, tree toppings or limbs!** Any senior citizens or disabled persons needing help moving items, please call City Hall at 265-9877 by Monday, April 21st.

RETAIN THIS SECTION FOR YOUR RECORDS

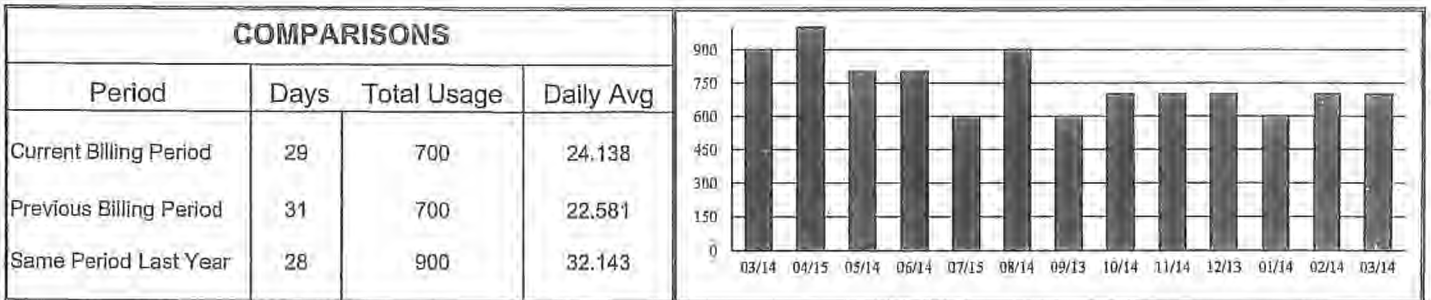
*Office*

*# 30216  
3/31/2014*



**Elkton Utilities**  
PO Box 578 270-265-9877  
Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water	[REDACTED]	02/14 03/14	41200	41900	700	\$25.56
UT Local Tax						\$0.77
SW Sewer						\$27.55
						Net Due On or Before 04/07/2014 \$53.88
						Penalty Amount \$5.39
						Pay After 04/07/2014 \$59.27



**Annual Spring Clean Up**  
April 21st - April 23rd

Free curbside pickup of large garbage items (not regular household garbage.) Open to residential customers only! Have items at the curb by Wednesday, April 23rd and the City will pick them up and dispose of them free of charge. Items not to the curb by Wednesday will not be picked up. Do not use any container you wish to keep. We CANNOT pick up the following items: Any kind of batteries, construction waste, paint, freon, shingles, tires, tree toppings or limbs! Any senior citizens or disabled persons needing help moving items, please call City Hall at 265-9877 by Monday, April 21st.



RETAIN THIS SECTION FOR YOUR RECORDS

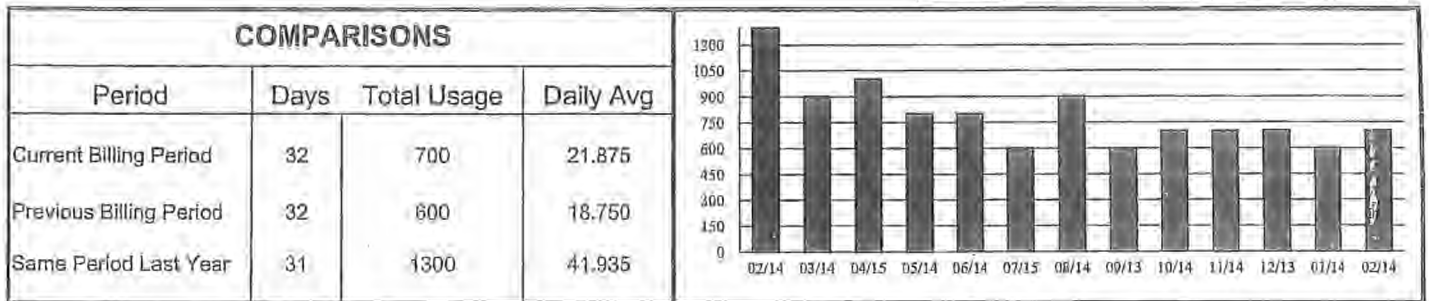
*Office*



**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS				
██████████	TODD CO WATER DISTRICT		617 W MAIN				
SERVICE DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES	
WA Water	██████████	01/14 02/14	40500	41200	700	\$25.56	
UT Local Tax						\$0.77	
SW Sewer						\$27.55	
						Net Due On or Before 03/07/2014 \$53.88 Penalty Amount \$5.39 Pay After 03/07/2014 \$59.27	

*# 30145  
 2/28/2014*



**Sign Up to Receive Emergency Notifications and Alerts**

You can now sign up to receive notices and alerts on your home phone or cell phone from Todd County Emergency Services in the event of emergency situations or for critical community alerts. The city of Elkton recently used this service to send out a notice of boil water advisory and will continue to use this service for that purpose in the future. You will also receive evacuation notices, missing child reports, and more. Register your phone and location at the Todd County website by going to [www.toddcounty.ky.gov](http://www.toddcounty.ky.gov) and then selecting the "Cod RED" link on the right of the page. You will then be able to enter or update your address and phone information to begin receiving notices.

RETAIN THIS SECTION FOR YOUR RECORDS

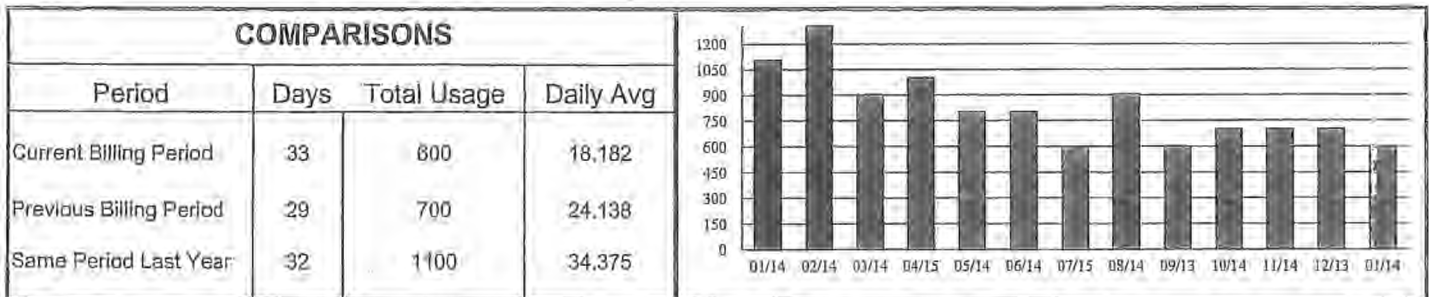
*Office*



**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

ACCOUNT #	ACCOUNT NAME	SERVICE ADDRESS				
[REDACTED]	TODD CO WATER DISTRICT	617 W MAIN				
SERVICE DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water	[REDACTED]	12/13 01/14	39900	40500	600	\$25.56
UT Local Tax						\$0.77
SW Sewer						\$27.55
Net Due On or Before 02/07/2014 <span style="float: right;">\$53.88</span> Penalty Amount \$5.39 Pay After 02/07/2014 <span style="float: right;">\$59.27</span>						

*# 30079  
 1-28-2014*



**Sign Up to Receive Emergency Notifications and Alerts**

You can now sign up to receive notices and alerts on your home phone or cell phone from Todd County Emergency Services in the event of emergency situations or for critical community alerts. The city of Elkton recently used this service to send out a notice of boil water advisory and will continue to use this service for that purpose in the future. You will also receive evacuation notices, missing child reports, and more. Register your phone and location at the Todd County website by going to [www.toddcountry.ky.gov](http://www.toddcountry.ky.gov) and then selecting the "Cod RED" link on the right of the page. You will then be able to enter or update your address and phone information to begin receiving notices.

RETAIN THIS SECTION FOR YOUR RECORDS

*Office*



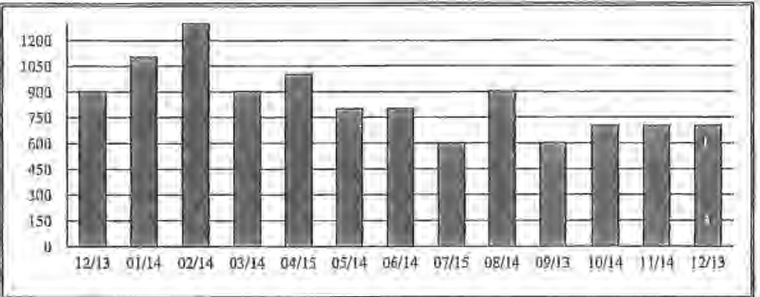
**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water UT Local Tax SW Sewer	[REDACTED]	11/14 12/13	39200	39900	700	\$25.31 \$0.76 \$27.55

# 30050  
12/31/2013

Net Due On or Before	01/07/2014	\$53.62
Penalty Amount		\$5.37
Pay After	01/07/2014	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	30	700	23.333
Previous Billing Period	31	700	22.581
Same Period Last Year	29	900	31.034



RETAIN THIS SECTION FOR YOUR RECORDS

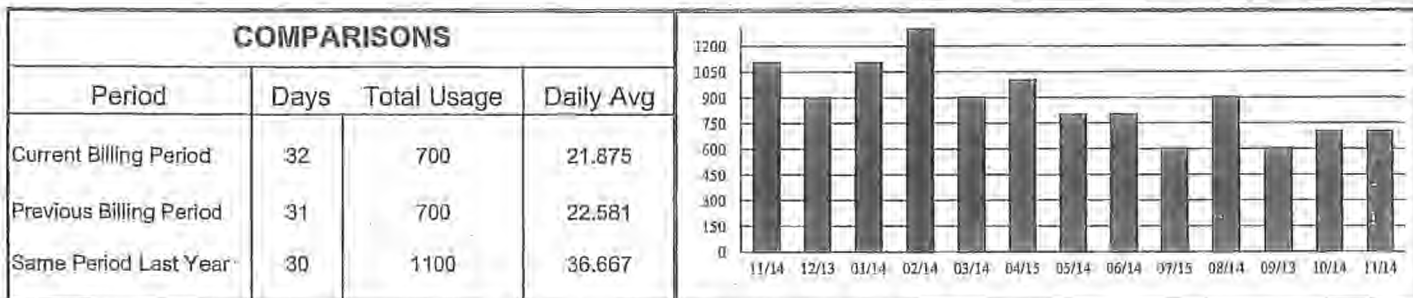
*office*



**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

SERVICE DESCRIPTION	METER	ACCOUNT #		ACCOUNT NAME		SERVICE ADDRESS	
		READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES	
WA Water		10/14 11/14	38500	39200	700	\$25.31	
UT Local Tax						\$0.76	
SW Sewer						\$27.55	
						Net Due On or Before 12/07/2013	\$53.62
						Penalty Amount	\$5.37
						Pay After 12/07/2013	\$58.99

# 30001  
 12/5/2013



**Christmas in Elkton and Parade - Friday, December 6, 2013**

- 5:00 PM - Christmas Carols and Refreshments on Public Square
- 5:15 PM - Christmas Tree Lighting Ceremony on Public Square
- 6:00 PM - Christmas Parade from High School to Community House
- 7:00 PM to 9:30 PM - Visit with Santa and Mrs. Claus, Pictures with Santa, Refreshments. **ALL FREE!**
- Milliken Memorial Community House

**Also, please visit your local businesses for Christmas in Elkton throughout the day.** Many will have refreshments and Christmas specials just for "Christmas in Elkton." Visit [www.elktonky.com](http://www.elktonky.com) or [www.toddcountryca.org](http://www.toddcountryca.org) for more informatin and a list of participating businesses.



RETAIN THIS SECTION FOR YOUR RECORDS

*Office*

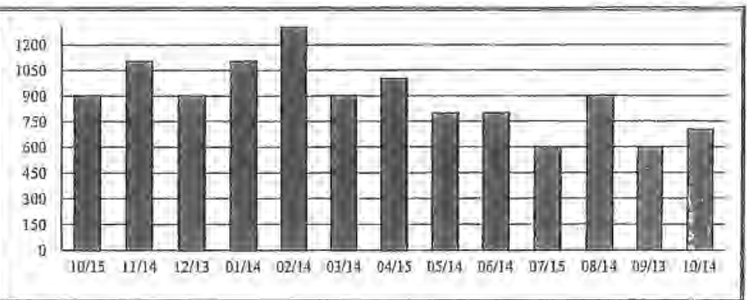


**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water UT Local Tax SW Sewer	[REDACTED]	09/13 10/14	37800	38500	700	\$25.31 \$0.76 \$27.55

Net Due On or Before	11/07/2013	\$53.62
Penalty Amount		\$5.37
Pay After	11/07/2013	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	32	700	21.875
Previous Billing Period	30	600	20.000
Same Period Last Year	31	900	29.032



# 29906  
 10/28/2013

RETAIN THIS SECTION FOR YOUR RECORDS

*Office*

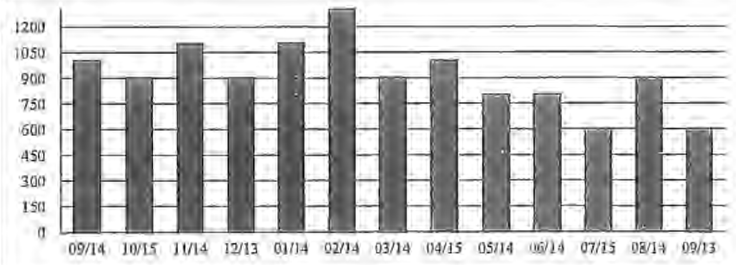
# 29860  
9/30/2013



**Elkton Utilities**  
PO Box 578 270-265-9877  
Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #		ACCOUNT NAME		SERVICE ADDRESS	
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water UT Local Tax SW Sewer	[REDACTED]	08/14 09/13	37200	37800	600	\$25.31 \$0.76 \$27.55
					Net Due On or Before 10/07/2013	\$53.62
					Penalty Amount	\$5.37
					Pay After 10/07/2013	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	31	600	19.355
Previous Billing Period	30	900	30.000
Same Period Last Year	31	1000	32.258



**HarvestFest 2013**

**Thursday, October 3<sup>rd</sup> – Elkton Bike Night on Public Square – 6:00 to 9:00 pm**  
Final Entertainment with Concert Featuring "Chris Monhollen Band" – Everyone Welcome!

**Friday, October 4<sup>th</sup> – Cruise In and Children's Bouncy Area – 5:00 to 10:00 pm**  
"Cruise In" at the Community House. Bring a chair or blanket and enjoy free concert on the back lawn with "Glory Days Band" singing 50s, 60s, Doo Wop and Rock n' Roll music. Right across the street at the Die Casting Center there will be food vendors and Children's Bouncy Area - \$6 per child to bounce all night!

**Saturday, October 5<sup>th</sup> – HarvestFest - 9:00 am to 3:00 pm**  
**Outdoor Festival on Public Square** - Arts and Crafts, Vendor Booths, Food Vendors, Baked Goods, Jewelry, Home Décor, Primitives, Barn Art, Clothing, Live Music and More! - **Children's Area at Die Casting Center on Jefferson Street**. Inflatable Bouncers - \$8 per child for unlimited bouncing all day. Free petting zoo. 4-H Horse Rides - \$3 each.

*office*

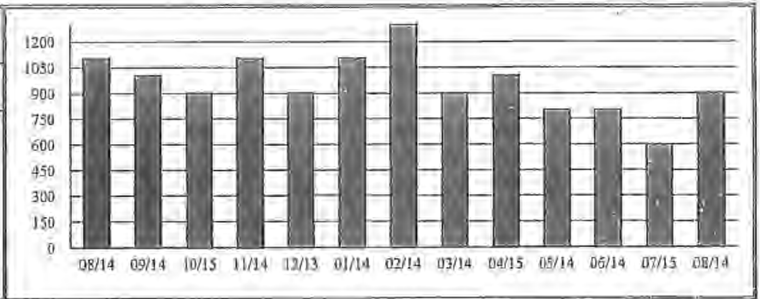
# 29800  
8/26/2013



Elkton Utilities  
PO Box 578 270-265-9877  
Elkton, KY 42220

ACCOUNT #	ACCOUNT NAME	SERVICE ADDRESS				
[REDACTED]	TODD CO WATER DISTRICT	617 W MAIN				
SERVICE DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water	[REDACTED]	07/15 08/14	36300	37200	900	\$25.31
UT Local Tax						\$0.76
SW Sewer						\$27.55
					Net Due On or Before 09/07/2013	\$53.62
					Penalty Amount	\$5.37
					Pay After 09/07/2013	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	31	900	29.032
Previous Billing Period	31	600	19.355
Same Period Last Year	32	1100	34.375



Office

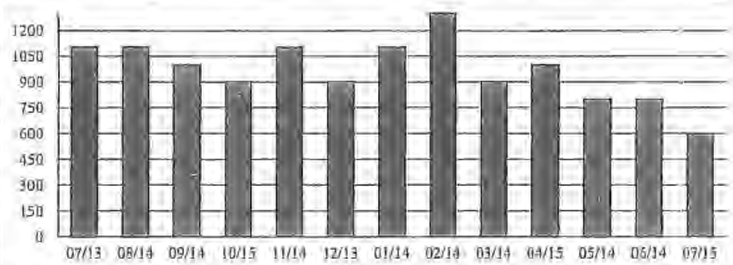
RETAIN THIS SECTION FOR YOUR RECORDS



Elkton Utilities  
PO Box 578 270-265-9877  
Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water UT Local Tax SW Sewer	[REDACTED]	06/14 07/15	35700	36300	600	\$25.31 \$0.76 \$27.55
				Net Due On or Before	08/07/2013	\$53.62
				Penalty Amount		\$5.37
				Pay After	08/07/2013	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	32	600	18.750
Previous Billing Period	31	800	25.806
Same Period Last Year	29	1100	37.931



# 29756  
7/29/2013

RETAIN THIS SECTION FOR YOUR RECORDS

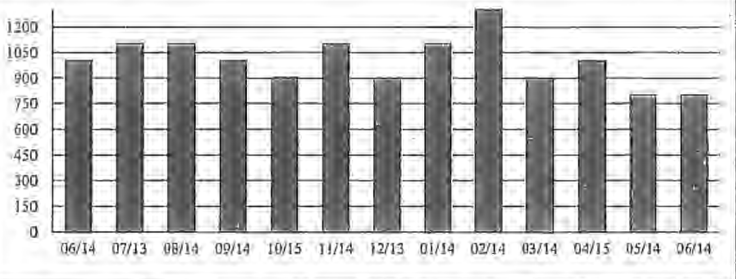
#29709 7/2/201



Elkton Utilities  
PO Box 578 270-265-9877  
Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #	ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WA Water UT Local Tax SW Sewer	[REDACTED]	05/14 06/14	34900	35700	800	\$25.31 \$0.76 7.55
Net Due On or Before 07/07/2013 \$53.62 Penalty Amount \$5.37 Pay After 07/07/2013 \$58.99						

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	32	800	25.000
Previous Billing Period	29	800	27.586
Same Period Last Year	31	1000	32.258



The **Elkton-Todd County Park** will be hosting a free fireworks show sponsored by **BR Knuckles Insurance** and **Heritage Bank** located at Todd County Central High School, 806 South Main Street, in Elkton on Wednesday, July 3<sup>rd</sup>. The **Todd County Community Alliance** is sponsoring free live music by the Andy Miller Band starting at 7 PM, so bring your chair or blanket and get there early for a good seat! The Alliance is also sponsoring free face painting, balloon art and Magic by Roger from 7 PM to 9 PM. Fireworks will start at approximately 9:15 PM. Support local nonprofits, school booster clubs and City-County Park, who will be selling refreshments like hamburgers, hotdogs, nachos, ice cream, and cold drinks.

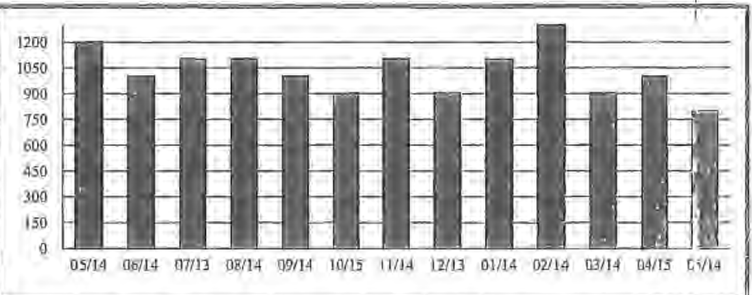
RETAIN THIS SECTION FOR YOUR RECORDS



**Elkton Utilities**  
 PO Box 578 270-265-9877  
 Elkton, KY 42220

SERVICE DESCRIPTION	ACCOUNT #		ACCOUNT NAME		SERVICE ADDRESS		
	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES	
WA Water UT Local Tax SW Sewer	[REDACTED]	04/15 05/14	34100	34900	800	\$25.31 \$0.76 \$27.55	
<p># 29651 6/6/2013</p>							
					Net Due On or Before	06/07/2013	\$59.62
					Penalty Amount		\$5.37
					Pay After	06/07/2013	\$58.99

COMPARISONS			
Period	Days	Total Usage	Daily Avg
Current Billing Period	30	800	26.667
Previous Billing Period	32	1000	31.250
Same Period Last Year	28	1200	42.857



0 = \*

95-14+

95-41+

95-36+

94-70+

94-70+

94-43+

94-87+

95-25+

95-87+

94-70+

94-54+

94-70+

012

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1,139,67%

Trash dumpster  
office



# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 05/01/2014  
 Invoice Number: 4129619-1373-5  
 Account Number: [REDACTED]  
 Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
95.14	95.14

### Account Summary

Description	
Previous Balance	95.41
Total Credits and Adjustments	0.00
Total Payments Received	95.41-
<b>Total Current Charges</b>	<b>95.14</b>
<b>Total Amount Due</b>	<b>95.14</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*office*



# 30260  
4/28/2014

### Service Period: MAY 2014

Description	Amount
Commercial	95.14
<b>Total Current Charges</b>	<b>95.14</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
95.14	0.00	0.00	0.00	0.00	95.14







# INVOICE

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 04/01/2014  
 Invoice Number: 4103589-1373-0  
 Account Number: [REDACTED]  
 Due Date: Due Upon Receipt

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)807-9509

Total Current Charges	Total Amount Due
95.41	95.41

Account Summary	
Description	
Previous Balance	95.36
Total Credits and Adjustments	0.00
Total Payments Received	95.36-
<b>Total Current Charges</b>	<b>95.41</b>
<b>Total Amount Due</b>	<b>95.41</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*office*



Service Period: APRIL 2014	
Description	Amount
Commercial	95.41
<b>Total Current Charges</b>	<b>95.41</b>

# 30215  
3/31/2014

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
95.41	0.00	0.00	0.00	0.00	95.41





# INVOICE

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: XXXXXXXXXX  
 Invoice Date: 03/01/2014  
 Invoice Number: 4101029-1373-9  
 Account Number: XXXXXXXXXX  
 Due Date: Due Upon Receipt

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Total Current Charges	Total Amount Due
<b>95.36</b>	<b>95.36</b>

**Account Summary**

Description	
Previous Balance	94.70
Total Credits and Adjustments	0.00
Total Payments Received	94.70-
<b>Total Current Charges</b>	<b>95.36</b>
<b>Total Amount Due</b>	<b>95.36</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*office*



**Service Period: MARCH 2014**

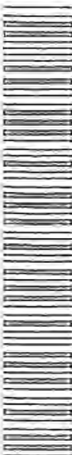
Description	Amount
Commercial	95.36
<b>Total Current Charges</b>	<b>95.36</b>

*#30144  
2/28/2014*

If full payment of the Invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
95.36	0.00	0.00	0.00	0.00	95.36



0017231-0000003-0034621





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 02/01/2014  
 Invoice Number: 4100353-1373-4  
 Account Number: [REDACTED]  
 Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
<b>94.70</b>	<b>94.70</b>

Account Summary	
Description	
Previous Balance	94.70
Total Credits and Adjustments	0.00
Total Payments Received	94.70
<b>Total Current Charges</b>	<b>94.70</b>
<b>Total Amount Due</b>	<b>94.70</b>
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.



Service Period: FEBRUARY 2014	
Description	Amount
Commercial	94.70
<b>Total Current Charges</b>	<b>94.70</b>

#30081  
 1/28/2014

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.70	0.00	0.00	0.00	0.00	94.70





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: XXXXXXXXXX  
 Invoice Date: 01/01/2014  
 Invoice Number: 4090726-1373-3  
 Account Number: XXXXXXXXXX  
 Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
94.70	94.70

**Account Summary**

Description	Amount
Previous Balance	94.43
Total Credits and Adjustments	0.00
Total Payments Received	94.43-
<b>Total Current Charges</b>	<b>94.70</b>
<b>Total Amount Due</b>	<b>94.70</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*office*



**Service Period: JANUARY 2014**

Description	Amount
Commercial	94.70
<b>Total Current Charges</b>	<b>94.70</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

# 30052  
 12/31/2013

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.70	0.00	0.00	0.00	0.00	94.70





WASTE MANAGEMENT

Waste Management of  
Clarksville Hauling  
2555 Meridian Blvd Suite 200  
Franklin, TN 37067  
(615) 831-9600  
(615) 764-4750 FAX  
(800)607-9509

# INVOICE

Customer: TODD COUNTY WATER DISTRICT  
Online WM ezPay ID: [REDACTED]  
Invoice Date: 12/01/2013  
Invoice Number: 4058093-1373-8  
Account Number: [REDACTED]  
Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
94.43	94.43

### Account Summary

Description	
Previous Balance	94.87
Total Credits and Adjustments	0.00
Total Payments Received	94.87-
<b>Total Current Charges</b>	<b>94.43</b>
<b>Total Amount Due</b>	<b>94.43</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*Office*



# 29955  
11/25/2013

### Service Period: DEC 2013

Description	Amount
Commercial	94.43
<b>Total Current Charges</b>	<b>94.43</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Don't just Think Greenx, shop green. Visit our new online store for shirts, trucks, kids' stuff and more ...  
WMGreenGear.com

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.43	0.00	0.00	0.00	0.00	94.43





# INVOICE

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 11/01/2013  
 Invoice Number: 4057074-1373-9  
 Account Number: [REDACTED]  
 Due Date: Due Upon Receipt

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Total Current Charges	Total Amount Due
<b>94.87</b>	<b>94.87</b>

**Account Summary**

Description	
Previous Balance	95.25
Total Credits and Adjustments	0.00
Total Payments Received	95.25-
<b>Total Current Charges</b>	<b>94.87</b>
<b>Total Amount Due</b>	<b>94.87</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*Office*

**Service Period: NOV 2013**

Description	Amount
Commercial	94.87
<b>Total Current Charges</b>	<b>94.87</b>

\*\*\*We have updated the service descriptions on our invoice to make your bill easier to read.

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

# 29912  
 10/28/2013

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.87	0.00	0.00	0.00	0.00	94.87





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WMI ezPay ID: [REDACTED]  
 Invoice Date: 10/01/2013  
 Invoice Number: 4056700-1373-0  
 Account Number: [REDACTED]  
 Due Date: - Due Upon Receipt

<b>Total Current Charges</b>	<b>Total Amount Due</b>
<b>95.25</b>	<b>95.25</b>

**Account Summary**

Description	
Previous Balance	94.87
Total Credits and Adjustments	0.00
Total Payments Received	94.87-
<b>Total Current Charges</b>	<b>95.25</b>
<b>Total Amount Due</b>	<b>95.25</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

office

**Service Period: OCT 2013**

Description	Amount
Commercial	95.25
<b>Total Current Charges</b>	<b>95.25</b>

\*\*\*We have updated the service descriptions on our invoice to make your bill easier to read.

# 29866  
 9/30/2013

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
95.25	0.00	0.00	0.00	0.00	95.25





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 09/01/2013  
 Invoice Number: 4032272-1373-9  
 Account Number: [REDACTED]-0  
 Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
<b>94.87</b>	<b>94.87</b>

**Account Summary**

Description	Amount
Previous Balance	94.70
Total Credits and Adjustments	0.00
Total Payments Received	94.70-
<b>Total Current Charges</b>	<b>94.87</b>
<b>Total Amount Due</b>	<b>94.87</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

**Service Period: SEPT 2013**

Description	Amount
Commercial	94.87
<b>Total Current Charges</b>	<b>94.87</b>

\*\*\*We have updated the service descriptions on our invoice to make your bill easier to read.

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

# 29818  
 8/29/2013

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.87	0.00	0.00	0.00	0.00	94.87







# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: XXXXXXXXXX  
 Invoice Date: 08/01/2013  
 Invoice Number: 3999951-1373-1  
 Account Number: XXXXXXXXXX  
 Due Date: Due Upon Receipt

Total Current Charges      Total Amount Due

<b>94.70</b>	<b>94.70</b>
--------------	--------------

**Account Summary**

Description	
Previous Balance	94.54
Total Credits and Adjustments	0.00
Total Payments Received	94.54-
<b>Total Current Charges</b>	<b>94.70</b>
<b>Total Amount Due</b>	<b>94.70</b>
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.



**Service Period: AUG 2013**

Description	Amount
Commercial	94.70
<b>Total Current Charges</b>	<b>94.70</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

# 29757  
 7/29/2013

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.70	0.00	0.00	0.00	0.00	94.70





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9600  
 (615) 764-4750 FAX  
 (800)607-9509

Customer: TODD COUNTY WATER DISTRICT  
 Online WM ezPay ID: [REDACTED]  
 Invoice Date: 07/01/2013  
 Invoice Number: 3999329-1373-0  
 Account Number: [REDACTED]-0  
 Due Date: Due Upon Receipt

Total Current Charges	Total Amount Due
94.54	94.54

### Account Summary

Description	Amount
Previous Balance	94.70
Total Credits and Adjustments	0.00
Total Payments Received	94.70
<b>Total Current Charges</b>	<b>94.54</b>
<b>Total Amount Due</b>	<b>94.54</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*Office*



### Service Period: JULY 2013

Description	Amount
Commercial	94.54
<b>Total Current Charges</b>	<b>94.54</b>

#29700  
6/25/2013

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.54	0.00	0.00	0.00	0.00	94.54





# INVOICE

Waste Management of  
 Clarksville Hauling  
 2555 Meridian Blvd Suite 200  
 Franklin, TN 37067  
 (615) 831-9800  
 (615) 784-4750 FAX  
 (800)607-9509

**Customer:** TODD COUNTY WATER DISTRICT  
**Online WM ezPay ID:** [REDACTED]  
**Invoice Date:** 06/01/2011  
**Invoice Number:** 3992781-1373-4  
**Account Number:** [REDACTED]  
**Due Date:** Due Upon Receipt

Total Current Charges	Total Amount Due
<b>94.70</b>	<b>94.70</b>

**Account Summary**

Description	
Previous Balance	94.81
Total Credits and Adjustments	0.00
Total Payments Received	94.81-
<b>Total Current Charges</b>	<b>94.70</b>
<b>Total Amount Due</b>	<b>94.70</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

*Office*



**Service Period: JUNE 2013**

Description	Amount
Commercial	94.70
<b>Total Current Charges</b>	<b>94.70</b>

# 29653  
6/6/2013

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit [www.wm.com](http://www.wm.com) and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
94.70	0.00	0.00	0.00	0.00	94.70



m 12/9/13  
88

**LAW OFFICES  
OF  
HAROLD M. JOHNS**

*12 Public Square -  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054*

**HAROLD M. JOHNS**  
*E-mail: [hmjohns@johnslawfirm.com](mailto:hmjohns@johnslawfirm.com)*

**MARK D. COLLINS**  
*E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)*

**LORA LEE ROBEY**  
*E-mail: [lroby@johnslawfirm.com](mailto:lroby@johnslawfirm.com)*

December 6, 2013

Hon. Jeff Traughber  
Dillingham & Traughber  
P.O. Box 129  
Elkton, KY 42220

RE: City of Elkton/Todd County Water District  
Office Lease

Dear Jeff:

The proposed office lease received around mid-November from you was discussed at the November 25<sup>th</sup> meeting of the Todd County Water District Commissioners. Attached, you will find, based upon that discussion, the changes in the agreement which are proposed by the Water District.

After you have had an opportunity to review these proposed changes with your client, please contact me with any questions you might have.

Yours very truly,



Harold M. Johns

HMJ/ss  
Attachment

cc: Dr. George Brown (w/enclosure) ✓  
John Haley (w/enclosure) ✓



LEASE

THIS LEASE, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2013,  
by and between City of Elkton, Kentucky, hereinafter called "LESSOR"; and Todd  
County Water District, hereinafter called "LESSEE";

WITNESSETH:

That the said Lessor does this day lease unto the Lessee and the said Lessee  
does hereby take as tenant under said Lessor, the hereinafter described property,  
situated in Elkton, Todd County, Kentucky, and more particularly described as  
follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of way line of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to the City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as the Golda R. Buchbinder Trust (the "GRB"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

This Lease shall commence on the 1st day of December, 2013 and shall continue as a month-to-month tenancy. The tenancy may be terminated by the Lessee by providing no less than 90 days written notice of termination of the tenancy. The tenancy may be terminated by the Lessor by giving no less than 180 days written notice to the Lessee. The lease may only be terminated by either party effective on the last day of a calendar month. The Lessee shall pay the Lessor \$1000.00 per month as rental for the demised premises.

The Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption.

The Lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.
3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.
4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the Lessor being first obtained in writing.
5. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements

on the part of the Lessee herein contained, the Lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for occupation.

6. The Lessor shall be responsible for fire and casualty insurance on the premises.

7. The Lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$300,000.00 per person and \$500,000.00 per occurrence, with the Lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

8. The Lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices.

9. The Lessor shall be responsible for all major maintenance and upkeep to the building including, but not limited to, maintenance of the roof, any heating and cooling system and major structural repair of the building, with the Lessee to be responsible for any and all other maintenance. Lessee shall not make any structural changes, additions, or improvements thereon unless agreed in writing by Lessor prior to beginning any such changes. Lessor shall specifically retain the right to enter the

premises for inspection at any time so long as said inspection will not interfere with the day to day operations of Lessee.

10. It is the duty of the Lessee, to ensure payment of the rent at the office of the Lessor either by mail or personal delivery.

11. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

ENTERED into the day and date first above written.

ATTEST:

\_\_\_\_\_  
Nancy Camp, Mayor  
City of Elkton

\_\_\_\_\_  
Laura Brock, Clerk

ATTEST:

\_\_\_\_\_  
George Brown, Chairman  
Todd County Water District

\_\_\_\_\_  
Lois Brown, Secretary



11/22/13  
88

**LAW OFFICES  
OF  
HAROLD M. JOHNS**

*12 Public Square  
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Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054*

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**MARK D. COLLINS**  
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**LORA LEE ROBESY**  
*E-mail: [lrobey@johnslawfirm.com](mailto:lrobey@johnslawfirm.com)*

November 21, 2013

Dr. George Brown  
P.O. Box 445  
Elkton, Kentucky 42220

Re: Proposed "Lease" Agreement

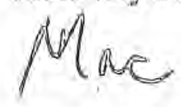
Dear George:

Enclosed, you will find a copy of the "Lease" which Jeff Traugher has prepared regarding the Water District's office building. As you will note, it sets forth the \$1,000.00 per month rental beginning December 1, 2013. As you are aware, the District has already paid \$1,000.00 as the November rental.

The "Lease" also provides that either party may terminate the lease by giving ninety (90) days written notice. It further provides the "Lease" agreement is to be construed as a "month to month tenancy."

After you have reviewed the proposed "Lease," please contact me so that we might discuss your thoughts regarding the "Lease."

Yours very truly,



Harold M. Johns

HMJ/ss  
Enclosure: Lease ✓  
cc: John Haley ✓

LEASE

THIS LEASE, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2013,  
by and between City of Elkton, Kentucky, hereinafter called "LESSOR"; and Todd  
County Water District, hereinafter called "LESSEE";

WITNESSETH:

That the said Lessor does this day lease unto the Lessee and the said Lessee  
does hereby take as tenant under said Lessor, the hereinafter described property,  
situated in Elkton, Todd County, Kentucky, and more particularly described as  
follows:

BEGINNING at a point, said point being an iron pin located in the South  
right-of-way of US Highway Number 68 approximately 0.8 miles West of  
the Public Square in Elkton, Kentucky, said point of beginning being the  
Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded  
in Deed Book 123, Page 729, in the Office of the County Court Clerk of  
Todd County, Kentucky; thence a line with the South right-of way line of  
said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to  
an iron pin in said line corner to Lot Number One of the Division of the  
Elkton Bank and Trust Company Property; thence a line with Lot Number  
One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron  
pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence  
a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West,  
294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO,  
Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15  
degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning  
and containing 2.240 acres.

The above description was prepared from a physical survey performed on  
July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky  
Registered Land Surveyor Number 2499 and is subject to all easements and  
right-of-ways of record and in existence. A plat of this survey is of record in  
the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to the City of  
Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as  
Trustee under Trust Agreement date January 28, 1977, amended and restated  
as of July 30, 1984, and further amended pursuant to an agreement dated

August 8, 1987 and known as the Golda R. Buchbinder Trust (the "GRB"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

This Lease shall commence on the 1st day of December, 2013 and shall continue as a month-to-month tenancy. The tenancy may be terminated by either party by providing no less than 90 days written notice of termination of the lease. The lease may only be terminated by either party effective on the last day of a calendar month. The Lessee shall pay the Lessor \$1000.00 per month as rental for the demised premises.

The Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption.

The Lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.
3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.
4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the Lessor being first obtained in writing.
5. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects

(reasonable wear and use and damage by fire and other unavoidable causes excepted)  
as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the Lessee herein contained, the Lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for occupation.

6. The Lessor shall be responsible for fire and casualty insurance on the premises.

7. The Lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$300,000.00 per person and \$500,000.00 per occurrence, with the Lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

8. The Lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices.

9. The Lessor shall be responsible for all major maintenance and upkeep to the building including, but not limited to, maintenance of the roof, any heating and cooling system and major structural repair of the building, with the Lessee to be responsible for any and all other maintenance. Lessee shall not make any structural changes, additions, or improvements thereon unless agreed in writing by Lessor prior to beginning any such changes. Lessor shall specifically retain the right to enter the premises for inspection at any time so long as said inspection will not interfere with the day to day operations of Lessee.

10. It is the duty of the Lessee, to ensure payment of the rent at the office of the Lessor either by mail or personal delivery.

11. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

ENTERED into the day and date first above written.

ATTEST:

\_\_\_\_\_  
Nancy Camp, Mayor  
City of Elkton

\_\_\_\_\_  
Laura Brock, Clerk

ATTEST:

\_\_\_\_\_  
George Brown, Chairman  
Todd County Water District

\_\_\_\_\_  
Lois Brown, Secretary

LAW OFFICES  
OF  
HAROLD M. JOHNS

13 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054

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E-mail: [hujohns@johnslawfirm.com](mailto:hujohns@johnslawfirm.com)

MARK D. COLLINS  
E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)

LOKA LEE ROBEY  
E-mail: [lroby@johnslawfirm.com](mailto:lroby@johnslawfirm.com)

October 30, 2013

Hon. Jeff Traughber  
Dillingham & Traughber  
P.O. Box 129  
Elkton, KY 42220

Re: Todd County Water District/City of Elkton Lease

Dear Jeff:

This letter will serve to confirm our conversation of October 29 regarding the above referenced matter. As I indicated to you, the Water District Commissioners met on October 28. At that meeting, the Water District Commissioners requested that I propose a month-to-month rental agreement between the District and the City of Elkton. The Commissioners have authorized me on behalf of the District to offer \$1,000 per month in rent. Further, the District would give the City of Elkton a ninety (90) day notice prior to the termination of the month to month tenancy.

Hopefully, this approach to bringing the lease controversy to a conclusion will be agreeable.

In the event you have questions, please contact me.

Yours very truly,



Harold M. Johns

HMJ/bsg  
cc: Dr. George Brown ✓

LAW OFFICES  
OF  
HAROLD M. JOHNS

12 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2913  
Fax: 270-265-2054

10/07/13

HAROLD M. JOHNS  
E-mail: [hmjohns@johnslawfirm.com](mailto:hmjohns@johnslawfirm.com)

LORA LEE ROBEY  
E-mail: [lrobev@johnslawfirm.com](mailto:lrobev@johnslawfirm.com)

MARK D. COLLINS  
E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)

October 7, 2013

Dr. George Brown  
Post Office Box 445  
Elkton, Kentucky 42220

Re: City of Elkton lease

Dear Dr. Brown:

Enclosed you will find a copy of a letter dated October 1 regarding the above matter. As you will note, the City is offering a twelve (12) month lease at the rate of \$1,200 per month and a five (5) year lease at \$1,000 per month.

This offer in some ways differs from the discussion of the Commissioners on September 30. After you have had an opportunity to consider this correspondence please contact me so that we might formulate a response.

Yours very truly,

  
Harold M. Johns

HMI/bsg

Enclosure: Copy of October 1 letter ✓

cc: John Haley ✓

# Dillingham & Traughber

Attorneys at Law

Kenneth E. Dillingham  
Jeffrey B. Traughber

207 East McReynolds Drive  
Post Office Box 129  
Elkton, KY 42220

Tel: (270) 265-5651  
Fax: (270) 265-5652

October 1, 2013

Hon. Harold M. Johns  
P.O. Box 746  
Elkton, KY 42220

VIA FAX TO:  
(270) 265-2054

RE: Todd County Water District and City of Elkton

Dear Mac:

As a follow up to my correspondence of September 9, 2013, the Elkton City Council has authorized me to make two alternate offers to the Todd County Water District regarding the lease on the District's offices. The first offer is for the parties to enter a revised lease for a single one-year term at a monthly lease amount of \$1,200. The second offer is for a single five-year term at a reduced amount of \$1,000 per month.

Please discuss these offers with your client and advise me of which offer is acceptable, or if the District wishes to extend a counteroffer, I will discuss same with the council at the next meeting.

I look forward to hearing from you on this.

Sincerely,



Jeffrey B. Traughber

cc: Mayor Nancy Camp



**NOTICE**

This communication is intended to be confidential to the person to whom it is addressed and is subject to copyright protection. If you are not the intended recipient or the agent of the intended recipient, or if you are unable to deliver this communication to the intended recipient, please do not read, copy, or use this communication or show it to any other person, but notify the sender immediately by telephone.

# Dillingham & Traughber

Attorneys at Law

207 East McReynolds Drive Kenneth E. Dillingham Tel: (270) 265-5651  
Post Office Box 129 Jeffrey B. Traughber Fax: (270) 265-5652  
Elkton, KY 42220

**Date:** October 1, 2013  
**To:** Hon. Harold M. Johns

**Attn:**

**Fax Number:** 270-265-2054

**Re:** Todd County Water District v City of Elkton

**Message:**  
**Total Number of pages including the cover sheet:** \_

m09/13/13  
8

*LAW OFFICES  
OF  
HAROLD M. JOHNS*

*12 Public Square  
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Fax: 270-265-2054*

*HAROLD M. JOHNS  
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*MARK D. COLLINS  
E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)*

*LORA LEE ROBEY  
E-mail: [lrobev@johnslawfirm.com](mailto:lrobev@johnslawfirm.com)*

September 12, 2013

Mr. John Haley  
Todd County Water District  
P.O. Box 520  
Elkton, Kentucky 42220

Re: City of Elkton

Dear John:

Attached you will find a copy of a letter dated September 9<sup>th</sup> from Jeff Traugher. As you will note Jeff's letter addressee transfer of customers and the lease. This indicates some action is desired by the City prior to November 1<sup>st</sup> regarding the lease.

Upon receipt of this correspondence, please contact me so that we can discuss this matter.

Yours very truly,



Harold M. Johns

HMJ/bsg  
Attachment: Copy of letter ✓  
cc: Dr. George Brown, Chairman ✓

*Dictation*

**NOTICE**

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**Dillingham & Traughber**  
**Attorneys at Law**

207 East McReynolds Drive Kenneth E. Dillingham Tel: (270) 265-5651  
Post Office Box 129 Jeffrey B. Traughber Fax: (270) 265-5652  
Elkton, KY 42220

**Date:** September 9, 2013  
**To:** Hon. Harold M. Johns

**Attn:**

**Fax Number: 270-265-2054**

**Re:** Todd Co. Water District and City of Elkton  
**Thank you!**

**Message:**  
**Total Number of pages including the cover sheet: \_**

# Dillingham & Traughber

## Attorneys at Law

Kenneth E. Dillingham  
Jeffrey B. Traughber

207 East McReynolds Drive  
Post Office Box 129  
Elkton, KY 42220

Tel: (270) 265-5651  
Fax: (270) 265-5652

September 9, 2013

Hon. Harold M. Johns  
P.O. Box 746  
Elkton, KY 42220

VIA FAX TO:  
(270) 265-2912

RE: Todd County Water District and City of Elkton

Dear Mac:

Following our meeting between the representatives of the City of Elkton and the Todd County Water District, I have reviewed the statutes that you cited as limiting the District's ability to exchange the District's Moe Lane customers with certain city customers. Neither KRS 74.120, KRS 96.150, nor 7 USCA Sec. 1926(b) prohibit the mutual exchange of customers between the City and the District. Rather they do prohibit the adverse acquisition of customers within the territory of the other entity.

Please clarify for me whether the District contends that it is statutorily or otherwise prohibited from making the exchange, or whether the District simply seeks to ensure that all customers are represented within the entity providing them with water. In either case, I am also struggling to make the distinction between the District's willingness to exchange the Johnson Lane customers and its opposition to exchange the Moe Lane customers.

On a different but related matter, our clients still have the issue of the District's lease with the City to resolve. The City is not interested in continuing the lease at its current lease amount but is hopeful that terms that are mutually agreeable may be arrived at. I don't have a counteroffer to extend at this point, but I wanted to place you on notice that a new lease will need to be entered prior to November 1, 2013. I am sure the issue will be addressed at tonight's council meeting.

In the meantime, I look forward to your response and to the opportunity to come to a resolution that is beneficial to the residents of the City of Elkton and to the customers of the Water District.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey B. Traugher', written in a cursive style.

Jeffrey B. Traugher

cc: Mayor Nancy Camp

## Todd County Water District

---

**From:** john haley [jqhaley@hotmail.com]  
**Sent:** Saturday, July 13, 2013 6:53 PM  
**To:** tcwd00@gmail.com

### Elkton draws new lease for water district building

By Carla Jimenez, New Era Staff Writer | Posted: Thursday, July 11, 2013 8:25 pm

The Elkton City Council decided to draw up new lease terms for their building at 68 W. Main St. Currently, the Todd County Water District runs its billing services out of the building.

Mayor Nancy Camp said the original 10-year lease had run out in August 2011, and the Todd County Water District had simply been paying the rent every year without renewing the lease. Camp said she thought it was time to negotiate a new one.

"We had not addressed that because we had other things going," she said. "It's time. It's been a year."

The water district had been paying \$500 per month for the past 10 years, but the council members thought it was time to look into negotiating a much higher rent. Most of the council members wanted to at least double the amount to \$1,000, considering the building is so large and the city still had to pay insurance and maintenance costs.

Camp also requested that the lease include language that would let the city come in and inspect the building when needed. Under the previous lease agreement, the city could only inspect the building when no one was in the building or the city had to make an appointment.

Ultimately, the council decided to draw up a new, five-year lease for \$1,500 per month. The city would get to come in and inspect the building when needed. The terms passed 3-2 with Doug Gibson, Eugene Jefferson and Danny Laster approving while David Haley and David Powell dissented.

After the lease agreement discussion, the city council went into closed session to discuss personnel for half an hour. Camp could not give many details about the closed session, only to say that the council likely would not take any action in the future based on the discussion held during the session.

REACH CARLA JIMENEZ at 270-887-3262 or [cjimenez@kentuckynewera.com](mailto:cjimenez@kentuckynewera.com).

Sent from my iPhone

## LEASE

This Lease, made and entered into this 10<sup>th</sup> day of August, 2001, by and between the City of Elkton, Kentucky, hereinafter called the "LESSOR"; and Todd County Water District, hereinafter called the "LESSEE",

### WITNESSETH:

That the said lessor does this day lease unto the lessee and the said lessee does hereby take as tenant under said lessor, the hereinafter described property, situated in Elkton, Todd County, Kentucky, and more particularly described as follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way line of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of-way line of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as the Gilda R. Buchbinder Trust (the "GRB Trust"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

This lease shall be for an initial term of ten (10) years commencing on the 1<sup>st</sup> day of August 2001 and terminating on the 1<sup>st</sup> day of August, 2011. The lessee shall pay the lessor \$500.00 per month as rental for the demised premises. The lessee shall have the option to renew this lease for an additional term of 10 years, by giving notice to the lessor prior to the termination of this lease. The lessee shall, subject to the rights of Elkton Bank and Trust Company described in Deed Book 125, Page 3, have the first option to purchase said real property during the initial term hereof or any extension hereto.

However, the preceding provision, notwithstanding, the lessor and the lessee agree that the rental described above shall commence upon the lessee's completion of the renovation of the building and occupancy thereof. Prior thereto, the lessee shall pay the lessor the sum of \$100.00 per month commencing on the 1<sup>st</sup> day of August, 2001 and continuing to such time as the lessee occupies the building as its offices. The initial ten (10) year term of this lease shall then commence with said occupation of the building as the offices of the lessee.

The lessor covenants with the lessee that the lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption, it being understood that the lessor shall not inspect the premises except in case of emergency in the absence of the lessee. The lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.



3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.

4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the lessor being first obtained in writing.

5. This lease shall terminate when the lessee vacates the said premises, providing all payments have been made hereunder.

6. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the lessee herein contained, the lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

7. It is mutually agreed that this lease shall be renewable for an additional ten years on the terms and conditions as heretofore set forth.

8. The lessor shall be responsible for fire and casualty insurance on the premises.

9. The lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$ 300,000 per person and \$ 500,000 per occurrence, with the lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

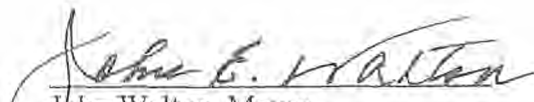
10. The lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices

11. During the term hereof, the lessee shall be responsible for the general maintenance of the demised premises.

12. It is the duty of the lessee, to ensure payment of the rent at the office of the lessor either by mail or personal delivery.

13. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

ENTERED into the 1<sup>st</sup> day and date first above written.

  
John Walton, Mayor  
City of Elkton

Attest:

  
Laura Brock, Clerk

  
George Brown, Chairman  
Todd County Water District

Attest:

  
Lois Brown, Secretary

### Todd County Water District Account QuickReport All Transactions

Type	Date	Num	Name	Memo	Split	Amount	Balance
General Journal	05/31/2005				750.0000 Dep...	-79.35	32,969.21
General Journal	06/30/2005				750.0000 Dep...	-79.35	32,889.86
General Journal	07/31/2005				750.0000 Dep...	-79.35	32,810.51
General Journal	08/31/2005				750.0000 Dep...	-79.35	32,731.16
General Journal	09/30/2005				750.0000 Dep...	-79.35	32,651.81
General Journal	10/31/2005				750.0000 Dep...	-79.35	32,572.46
General Journal	11/30/2005				750.0000 Dep...	-79.35	32,493.11
General Journal	12/31/2005				750.0000 Dep...	-79.35	32,413.76
General Journal	12/31/2005	AJE#11			-SPLIT-	4,721.00	37,134.76
Check	05/23/2007	25759	Vaughn Heating an...	heat/cooling ...	131.2000 Ope...	7,274.90	44,409.66
Check	12/10/2007	26148	Vaughn Heating an...		131.2000 Ope...		44,409.66
Check	01/07/2008	26185	Vaughn Heating an...		131.2000 Ope...		44,409.66
Check	08/03/2009	27249	Vaughn Heating an...		131.2000 Ope...		44,409.66
Check	01/04/2010	27518	Vaughn Heating an...		131.2000 Ope...		44,409.66
Check	04/05/2010	27663	Logan County Glas...	glass doors f...	131.2000 Ope...	1,657.00	46,066.66
Check	03/01/2011	28210	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	12/02/2011	28656	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	03/01/2012	28805	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	07/23/2012	29087	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	12/10/2012	29334	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	12/17/2012	29351	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	06/06/2013	29659	Vaughn Heating an...		131.2000 Ope...		46,066.66
Check	06/17/2013	29682	Cover All Coatings	resealing and...	131.2000 Ope...	1,662.00	47,728.66
Total 101,3415 Leasehold Improvement						47,728.66	47,728.66
<b>TOTAL</b>						<b>47,728.66</b>	<b>47,728.66</b>

*depreciation expenses*

Todd County Water District  
 Account QuickReport  
 All Transactions

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>101.3415 Leasehold Improvement</b>							
General Journal	12/31/2001	71			635.1000 Wat...	37,135.01	37,135.01
General Journal	12/31/2001	13			108.3040 Stru...	-912.51	36,222.50
General Journal	01/31/2002				750.0000 Dep...	-79.35	36,143.15
General Journal	02/28/2002				750.0000 Dep...	-79.35	36,063.80
General Journal	03/31/2002				750.0000 Dep...	-79.35	35,984.45
General Journal	04/30/2002				750.0000 Dep...	-79.35	35,905.10
General Journal	05/31/2002				750.0000 Dep...	-79.35	35,825.75
General Journal	06/28/2002				750.0000 Dep...	-79.35	35,746.40
General Journal	07/31/2002				750.0000 Dep...	-79.35	35,667.05
General Journal	08/30/2002				750.0000 Dep...	-79.35	35,587.70
General Journal	09/30/2002				750.0000 Dep...	-79.35	35,508.35
General Journal	10/31/2002				750.0000 Dep...	-79.35	35,429.00
General Journal	11/30/2002				750.0000 Dep...	-79.35	35,349.65
General Journal	12/31/2002				750.0000 Dep...	-79.35	35,270.30
General Journal	01/31/2003				750.0000 Dep...	-79.35	35,190.95
General Journal	02/28/2003				750.0000 Dep...	-79.35	35,111.60
General Journal	03/31/2003				750.0000 Dep...	-79.35	35,032.25
General Journal	04/30/2003				750.0000 Dep...	-79.35	34,952.90
General Journal	05/30/2003				750.0000 Dep...	-79.35	34,873.55
General Journal	06/30/2003				750.0000 Dep...	-79.35	34,794.20
General Journal	07/31/2003				750.0000 Dep...	-79.35	34,714.85
General Journal	08/29/2003				750.0000 Dep...	-79.35	34,635.50
General Journal	09/30/2003				750.0000 Dep...	-79.35	34,556.15
General Journal	10/31/2003				750.0000 Dep...	-79.35	34,476.80
General Journal	11/30/2003				750.0000 Dep...	-79.35	34,397.45
General Journal	12/30/2003				750.0000 Dep...	-79.35	34,318.10
General Journal	12/31/2003	JE#1			101.3315 Tran...	1,864.71	36,182.81
General Journal	12/31/2003	JE#1			101.3315 Tran...	-1,864.71	34,318.10
General Journal	12/31/2003	JE# 18			101.3395 Misc...	952.20	35,270.30
General Journal	12/31/2003	JE# 18			101.3395 Misc...	-952.16	34,318.14
General Journal	01/31/2004				750.0000 Dep...	-79.35	34,238.79
General Journal	02/29/2004				750.0000 Dep...	-79.35	34,159.44
General Journal	03/31/2004				750.0000 Dep...	-79.35	34,080.09
General Journal	04/30/2004				750.0000 Dep...	-79.35	34,000.74
General Journal	05/31/2004				750.0000 Dep...	-79.35	33,921.39
General Journal	06/30/2004				750.0000 Dep...	-79.35	33,842.04
General Journal	07/31/2004				750.0000 Dep...	-79.35	33,762.69
General Journal	08/31/2004				750.0000 Dep...	-79.35	33,683.34
General Journal	09/30/2004				750.0000 Dep...	-79.35	33,603.99
General Journal	10/31/2004				750.0000 Dep...	-79.35	33,524.64
General Journal	11/30/2004				750.0000 Dep...	-79.35	33,445.29
General Journal	12/31/2004				750.0000 Dep...	-79.35	33,365.94
General Journal	12/31/2004	JE8			101.3315 Tran...	3,789.07	37,135.01
General Journal	12/31/2004	JE8			101.3315 Tran...	-3,769.05	33,365.96
General Journal	01/31/2005				750.0000 Dep...	-79.35	33,286.61
General Journal	02/28/2005				750.0000 Dep...	-79.35	33,207.26
General Journal	03/31/2005				750.0000 Dep...	-79.35	33,127.91
General Journal	04/30/2005				750.0000 Dep...	-79.35	33,048.56

*Depreciation expenses*

Minutes of the July meeting of the Todd County Water District Commissioners  
Held on July 2, 2001

The meeting was called to order by Dr. George Brown. Present in addition to Dr. Brown were Lois Brown, Tony Adler, Ed Slack, John Haley, Kathy Conyee, and Mac Johns.

The minutes of the June meeting were approved with a motion made by Tony Adler and seconded by Lois Brown.

John gave a report on the progress of the pipeline construction. They have been on vacation this week.

Tim Shelby of Highway 171 North of Kirkmansville attended this month's meeting to express his continued interest in having water service extended along this road.

The Water District has been talking with John Walton about renting the Ardco Building from the City of Elkton for office space. Discussed with Mr. Walton were: 1)TCWD will be responsible for all renovations, and 2)monthly rent will be \$500. Mac will talk with John Walton about finalizing an agreement for the building.


The Duncan Ridge Road Booster Pump Station was discussed. The cost estimate for the project is

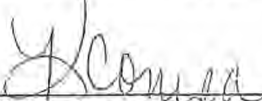
Garth Camp Electric	\$ 1200.00
Pennyrile Rural Electric	\$ 75.00
Utility Pre Cast	\$ 1950.00
Booster Pump	\$ 2195.20
Total Estimate	\$ 5420.20

The motion to approve the installation was made by Ed Slack and seconded by Tony Adler.

The June Financial Statement was discussed. The June-July Interim Checks were discussed and approved with a motion made by Ed Slack and seconded by Lois Brown. The July Bills Payable were approved for payment with a motion made by Tony Adler and seconded by Lois Brown.

The motion to adjourn was made by Lois Brown and seconded by Ed Slack.

  
Dr. George D Brown, Chairman

  
Kathy Conyee

Minutes of the August meeting of the Todd County Water District Commissioners  
Held on August 6, 2001

The meeting was called to order by Dr. George Brown. Present in addition to Dr. Brown were Dorris Powell, Lois Brown, Tony Adler, Ed Slack, John Haley, Kathy Conyee, and Mac Johns.

The minutes of the June meeting were approved with a motion made by Lois Brown and seconded by Dorris Powell.


John gave a report on the progress of the pipeline construction. They have moved onto Clay Cole Road today.

Mac Johns had an agreement with the City of Elkton ready for the Commissioners review concerning the lease of office space in Elkton. The 10 year renewable lease was discussed. Dorris Powell made the motion to have Dr. Brown sign the lease. The motion was seconded by Ed Slack.

The July Financial Statement was discussed. The July-August Interim Checks were discussed and approved with a motion made by Dorris Powell and seconded by Tony Adler. The August Bills Payable were approved for payment with a motion made by Ed Slack and seconded by Lois Brown.

The motion to adjourn was made by Lois Brown and seconded by Ed Slack.

  
Dr. George D Brown, Chairman

  
Kathy Conyee

Minutes of the February meeting of the Todd County Water District Commissioners  
Held on February 5, 2007

The meeting was called to order by Dr. George Brown. Present in addition to Dr. Brown were Ed Slack, Tony Adler, Billy Lear, John Haley, Kathy Conyee, Mac Johns and Mike McGhee.

The minutes of the January meeting were approved with a motion made by Ed Slack and seconded by Tony Adler.

John Haley reports that we are ready to purchase the land for the Trenton tank site. We will use part of the \$400,000 grant funds for this purchase. Mac Johns and Mike McGhee will take care of this in the next two weeks.

John Walton has asked that the Water Commissioners make a counter-offer on the office building. The City has asked for \$315,000 for the building (the insured value). The building is listed now at the PVA office for \$252,000. Before the last couple of years, the building was listed at the PVA office for \$100,000. After discussion, the commissioners agreed to wait for the current city council to ask in writing for a counter-offer, and tabled the discussion.

The Logan Todd Regional Water Association is raising their wholesale rate \$ .40/1000 gallons. This would average an increase of \$7025.00 per month. Mike McGhee agreed to look into a purchased water adjustment for the commissioners. Also discussed was the possibility of an increase in our tap on fee. The commissioners agreed to look into changing this fee along with our next construction project.

Dr. Brown has been reappointed to a four year term by the Fiscal Court.

The January Financial Statement was discussed. The January-February Interim Checks were discussed and approved with a motion made by Ed Slack and seconded by Tony Adler. The February Bills Payable were approved for payment with a motion made by Billy Lear and seconded by Ed Slack. The January General Journal Detail Report was approved.

The Bobby Roberts trial has been set for the 19<sup>th</sup> of March in Todd Circuit Court. Billy Lear made a motion for the meeting to go into closed session. The motion was seconded by Tony Adler.

The meeting was brought back into open session with a motion made by Tony Adler and seconded by Billy Lear.

John Haley listed persons asking for water line extensions this month. Neil Chastain has asked for a line extension on the Pleasant Grove Road. Alisha Boley has asked for an extension on Moore Lane in Sharon Grove. The extension would be about 3/10 mile and serve three houses. Anthony Delello has asked for an extension on Mimms Road in the

Minutes of the May meeting of the Todd County Water District Commissioners  
Held on May 7, 2007

The meeting was called to order by Dr. George Brown. Present in addition to Dr. Brown were Lois Brown, Ed Slack, John Haley, Kathy Conyee, Mac Johns and Mike McGhee. Rubin Trejo was a visitor this month.

The minutes of the April meeting were approved with a motion made by Ed Slack and seconded by Lois Brown.

The minutes of the Public Meeting held on April 27, 2007 were approved with a motion made by Ed Slack and seconded by Lois Brown.

Rubin Trejo was present to ask for an additional water leak adjustment on his rental property. The house was empty and may have leaked for several weeks. There was a water loss of 290,100 gallons. The water bill has already been adjusted from \$2115.65 to \$ 660.33. The commissioners denied any further adjustment but agreed to permit Mr. Trejo to make monthly payments on the bill.

Attached to these minutes is a list of roads that were discussed as additions to our upcoming water line construction project. Each road was discussed. Mike McGhee feels that the project will probably be bid this fall. We should get started working on right of way easements soon.

The Easy Living subdivision has three existing homes and several building lots for sale past the end of our line in Muhlenburg County. The commissioners discussed the possibility of installing a master meter at the county line and selling water to Muhlenburg County. John Haley agreed to talk with Tommy Woodruff of Muhlenburg County Water District about this area.

The TCWD office building has two major problems. The air conditioning/heating systems for both areas of the building are not working and the roof has numerous singles missing. Our lease with the City of Elkton states that "routine maintenance" is the responsibility of the Water District. The question is whether heating/cooling units and roof replacement are "routine maintenance". Dr. Brown suggested that he attend the City Council meeting next week and offer to replace the heating/cooling units and that the City have the roofing replaced. The estimated cost of replacing the heating/cooling units is \$ 7274.00.

John Haley discussed with the Commissioners some water lines that are shared with the City of Elkton. On White Road Johnson Lane, and Pond River Road the Water District is taking the water loss for customers served by the City of Elkton. The problem with exchanging water lines and customers outside the city limits is that it is not legal for the Water District to give up customers outside the city limits to the city. No decisions were made tonight and the discussion was tabled.



**Expenditures on New Office Building**      11/05/2001

**Labor**

Threlkel Construction	hours thru 8/16/01	(44 hours) Ck# 667	\$2,552
Threlkel Construction	hours thru 8/23/01	(37 hours) Ck# 669	\$2,175
Threlkel Construction	hours thru 8/30/01	(43 hours) Ck# 670	\$2,494
Threlkel Construction	hours thru 9/6/01	(29 hours) Ck# 673	\$1,682
Threlkel Construction	hours thru 9/13/01	(35 hours) Ck# 677	\$2,030
Threlkel Construction	hours thru 9/20/01	(35 hours) Ck# 679	\$2,030
Threlkel Construction	hours thru 9/28/01	(25 hours) Ck# 681	\$1,450
Threlkel Construction	vinyl siding work	Ck# 682	\$9,998
Threlkel Construction	Final work thru 10/16/01	Ck# 684	\$2,011.95
		<b>Final Total</b>	<b>\$26,422.95</b>

**Building Supplies**

IMI Irving Materials, Inc.	Concrete	Ck# 671	\$381.76
Sharp Lumber and Building	Building Materials	Ck# 672	\$1,691.52
Elkton Auto Parts	welding and flux	Ck# 13021	\$34.86
Haley Hardware	Building Materials	Ck# 674	\$937.14
Logan Wholesale	Building Materials	Ck# 675	\$1,005.41
Fix It Welding	welding	Ck# 678	\$181.75
Sharp Lumber and Building	Building Materials	Ck# 685	\$1,111.48
		<b>Final Total</b>	<b>\$5,343.92</b>

**Furnishings**

J C Penneys	17 2" Wood Blinds	Ck# 13003	\$1,585.47
Home and Hearth	Sofa, 3 tables, curtains	Ck# 13003	\$1,316.00
Sam's Wholesale Club	3 desks, bookcase & file cabinet	Ck# 12181	\$3,140.12
Sam's Wholesale Club	1 desk	Ck# 12191	\$581.20
American Heritage Oak	kitchen table/4 chairs	Ck# 12207	\$325
		<b>Total so far.....</b>	<b>\$6,947.79</b>

**Miscellaneous Expenses**

Pennyrite Rural Electric	deposit on service	Ck# 668	\$110
The Telephone Center	Telephone System	Ck# 680	\$3,216.35
Dorris Powell	travel expenses	Ck# 676	\$237.98
Kirkman Plumbing	plumbing	Ck# 683	\$650.00
		<b>Final Total.....</b>	<b>\$42,928.99</b>

JUL 29 2013

Dillingham & Traugher  
Attorneys at Law

Kenneth E. Dillingham  
Jeffrey B. Traugher

207 East McReynolds Drive  
Post Office Box 129  
Elkton, KY 42220

Tel: (270) 265-5651  
Fax: (270) 265-5652

July 26, 2012

Hon. Harold M. Johns  
P.O. Box 746  
Elkton, KY 42220

RE: Todd County Water District lease

Dear Mac:

Please find enclosed a draft of the lease that I have prepared to be presented to the Todd County Water District. Upon your review, please let me know of any changes that you request or whether the lease is suitable in its present form.

I look forward to hearing from you on this.

Sincerely,



Jeffrey B. Traugher

cc: Mayor Nancy Camp

LEASE

THIS LEASE, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **City of Elkton**, Kentucky, hereinafter called "LESSOR"; and **Todd County Water District**, hereinafter called "LESSEE";

WITNESSETH:

That the said Lessor does this day lease unto the Lessee and the said Lessee does hereby take as tenant under said Lessor, the hereinafter described property, situated in Elkton, Todd County, Kentucky, and more particularly described as follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of wayline of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as

the Golda R. Buchbinder Trust (the "GRB"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

This Lease shall be for an initial term of five (5) years commencing on the 1st day of \_\_\_\_\_, 2013 and terminating on the 1st day of \_\_\_\_\_, 2018. The Lessee shall pay the Lessor \$1500.00 per month as rental for the premises. The Lessee shall have the option to renew this lease for an additional term of 5 years, by giving notice to the lessor prior to the termination of this lease. The Lessee shall, subject to the rights of Elkton Bank and Trust Company described in Deed Book 125, Page 3, have the first option to purchase said real property during the initial term hereof or any extension hereto.

The Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption.

The Lessee further covenants as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.
3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.
4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the Lessor being first obtained in writing.

5. This lease shall terminate when the Lessee vacates the said premises, providing all payments have been made hereunder.

6. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the Lessee herein contained, the Lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

7. It is mutually agreed that this lease shall be renewable for an additional five years on the terms and conditions as heretofore set forth.

8. The Lessor shall be responsible for fire and casualty insurance on the premises.

9. The Lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$300,000.00 per person and \$500,000.00 per occurrence, with the Lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

10. The Lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices.

11. The Lessor shall be responsible for all major maintenance and upkeep to the building including, but not limited to, maintenance of the roof, any heating and cooling system and major structural repair of the building, with the Lessee to be responsible for any and all other maintenance. Lessee shall not make any structural changes, additions, or improvements thereon unless agreed in writing by Lessor prior to beginning any such changes. Lessor shall specifically retain the right to enter the premises for inspection at any time.

12. It is the duty of the Lessee, to ensure payment of the rent at the office of the Lessor either by mail or personal delivery.

13. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

ENTERED into the \_\_\_\_\_ day and date first above written.

ATTEST:

---

Nancy Camp, Mayor  
City of Elkton

---

Laura Brock, Clerk

ATTEST:

---

George Brown, Chairman  
Todd County Water District

---

This instrument prepared by:

---

Jeffrey B. Traughber  
Elkton City Attorney  
DILLINGHAM & TRAUGHBER  
207 E. McReynolds Drive  
P.O. Box 129  
Elkton, KY 42220

mo4/26/07  
83

**LAW OFFICES  
OF  
HAROLD M. JOHNS**

*12 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054*

**HAROLD M. JOHNS**  
E-mail: [hmjohns@johnslawfirm.com](mailto:hmjohns@johnslawfirm.com)

**MARK D. COLLINS**  
E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)

April 26, 2007

Dr. George Brown  
Post Office Box 445  
Elkton, Kentucky 42220

Re: City of Elkton Lease

Dear George:

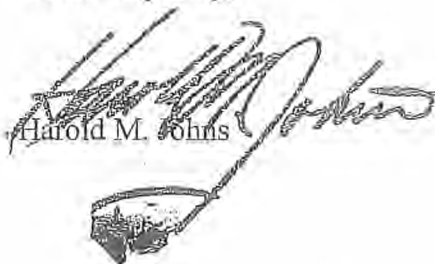
To keep you informed, enclosed you will find a copy of an email which I received on April 25<sup>th</sup>. Also, enclosed you will find a copy of the Lease between the District and the City of Elkton.

As you will note, the Lease is somewhat vague regarding substantial repairs. Item 11 provides that during the term of the lease the District is responsible "for the general maintenance of the demised premises." General maintenance would not include items such as the roof or the heating and air conditioning systems in my opinion.

As you will note from Mr. Kirkham's email it appears the City may contend that some other custom has been adopted regarding the maintenance of the building.

I will keep you informed in this regard.

Yours very truly,

  
Harold M. Johns

HMJ/bsg  
Enclosures: April 25 email  
Leaes



## Harold Mac Johns

---

**From:** John Kirkham [jkirkham@hesenergy.net]  
**Sent:** Wednesday, April 25, 2007 3:03 PM  
**To:** Harold Mac Johns  
**Subject:** TCWD--City of Elkton

Mac: Received you letter re: maintenance on the Ardco bldg.

Before misunderstandings get carried to far afield to resolve, I suggest we try to talk together about this. Will you have time Thursday morning when I understand you are going to be in Hoptown? If you aren't aware of the issues, you might touch base with Mr. Haley or Dr. Brown. The city *has not* requested any maintenance be done which has not been undertaken; to the contrary ,it's my understanding that the district has asked for some items to be done which the city believes are the districts responsibility to pay for.

No Lease agreement was enclosed in your letter, but I may have a copy of what you are referencing, which is a document which you drew and John and Dr. Brown signed, but I'm told that doesn't represent what they have both been going by since the remodeling was completed and the district moved in.

However, this is something which needs to be discussed , probably by the two of us first, and maybe then by the others.

Let's try to keep the wheels on!

Thanks,

John

4/25/2007



jqhaley@hotmail.com

Printed: Wednesday, April 25, 2007 12:25 PM

**From :** Nancy Camp <nayor@elktonky.com>  
**Sent :** Thursday, April 5, 2007 1:47 PM  
**To :** "John Haley" <jqhaley@hotmail.com>  
**Subject :** Re: Todd County Water District Office Building

John, could you all get quotes on the repairs and let us know. Our council meeting is April 12th. It would be good if I could bring it before the council on that date. Please let me know. Thanks, Nancy

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

From: "John Haley" <jqhaley@hotmail.com>  
To: <Mayor@elktonky.com>  
Sent: Thursday, April 05, 2007 11:50 AM  
Subject: Todd County Water District Office Building

> Dear Nancy Camp  
>  
> At the Todd County Water District board meeting on Monday night a few  
> board  
> members pointed out that several shingles were missing from the roof.  
Also  
> the heating and cooling units are in need of some repair. The board ask if  
I  
> would bring it to the cities attention. Please feel free to call if have  
any  
> questions.

Thanks John Haley  
Distribution Superintendent

> Mortgage rates near historic lows. Refinance \$200,000 loan for as low as  
> \$771/month\*

> [https://www2.nextag.com/goto.jsp?product=100000035&url=%2fst.jsp&fm=y&search=mortgage\\_text\\_links\\_88\\_h27f8&disc=y&vers=6898s=4056&p=5117](https://www2.nextag.com/goto.jsp?product=100000035&url=%2fst.jsp&fm=y&search=mortgage_text_links_88_h27f8&disc=y&vers=6898s=4056&p=5117)

Hotmail



Today | Mail | Calendar | Contacts

Options | Help

New Message

jqhaley@hotmail.com

Send | Save Draft | Attach | Tools | Cancel

To: Mayor@elktonKy.com

Favorite Contacts

Cc:

Mayor

Bcc:

Subject: Todd County Water District Office Building

Nancy, I spoke with Lee Threlkel about the roof and he is going to look at it this afternoon. If it's not going to amount to much he is going to replace some of the shingles today before it rains. Also Doug Rose is going to look at the heating and cooling units this week. I am not for sure that Doug will get to this before your meeting but I'll let you know as soon as I can. Thanks John Haley

Show All

Edit Favorites

Copy Message to Sent Folder

## LEASE

This Lease, made and entered into this 10<sup>th</sup> day of August, 2001, by and between the City of Elkton, Kentucky, hereinafter called the "LESSOR"; and Todd County Water District, hereinafter called the "LESSEE";

### WITNESSETH:

That the said lessor does this day lease unto the lessee and the said lessee does hereby take as tenant under said lessor, the hereinafter described property, situated in Elkton, Todd County, Kentucky, and more particularly described as follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way line of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of-way line of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as the Golda R. Buchbinder Trust (the "GRB Trust"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.

This lease shall be for an initial term of ten (10) years commencing on the 1<sup>st</sup> day of August 2001 and terminating on the 1<sup>st</sup> day of August 2011. The lessee shall pay the lessor \$500.00 per month as rental for the demised premises. The lessee shall have the option to renew this lease for an additional term of 10 years, by giving notice to the lessor prior to the termination of this lease. The lessee shall, subject to the rights of Elkton Bank and Trust Company described in Deed Book 125, Page 3, have the first option to purchase said real property during the initial term hereof or any extension hereto.

However, the preceding provision, notwithstanding, the lessor and the lessee agree that the rental described above shall commence upon the lessee's completion of the renovation of the building and occupancy thereof. Prior thereto, the lessee shall pay the lessor the sum of \$100.00 per month commencing on the 1<sup>st</sup> day of August, 2001 and continuing to such time as the lessee occupies the building as its offices. The initial ten (10) year term of this lease shall then commence with said occupation of the building as the offices of the lessee.

The lessor covenants with the lessee that the lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption, it being understood that the lessor shall not inspect the premises except in case of emergency in the absence of the lessee. The lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.

4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the lessor being first obtained in writing.

5. This lease shall terminate when the lessee vacates the said premises, providing all payments have been made hereunder.

6. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the lessee herein contained, the lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

7. It is mutually agreed that this lease shall be renewable for an additional ten years on the terms and conditions as heretofore set forth.

8. The lessor shall be responsible for fire and casualty insurance on the premises.

9. The lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$ 300,000 per person and \$ 500,000 per occurrence, with the lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

10. The lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices

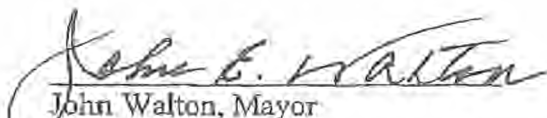
11. During the term hereof, the lessee shall be responsible for the general maintenance of the demised premises.

12. It is the duty of the lessee, to ensure payment of the rent at the office of the lessor either by mail or personal delivery.

13. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

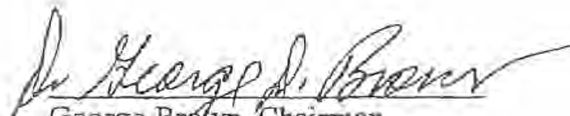
ENTERED into the 1<sup>st</sup> day and date first above written.

Attest:

  
John Walton, Mayor  
City of Elkton

  
Laura Brock, Clerk

Attest:

  
George Brown, Chairman  
Todd County Water District

  
Lois Brown, Secretary

**LAW OFFICES  
OF  
HAROLD M. JOHNS**

*12 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054*

**MAILED**  
04/24/07  
88

**HAROLD M. JOHNS**  
E-mail: [hmjohns@johnslawfirm.com](mailto:hmjohns@johnslawfirm.com)

**MARK D. COLLINS**  
E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)

April 24, 2007

Mr. John Kirkham  
1404 South Virginia Street  
P.O. Box 585  
Hopkinsville, Kentucky 42241

Re: Todd County Water District-City of Elkton Lease

Dear John:

The undersigned is in receipt of your letter of April 18. For your information, enclosed you will find a copy of the Lease Agreement between the Todd County Water District and the City of Elkton.

Although, I have not had an opportunity to discuss your correspondence at this time with representatives of my client, my client has, and will continue to abide by the terms of the Lease Agreement.

I am unaware whether or not some contact was made between Mayor Camp and the District. This is the first knowledge I had of the City's request that some maintenance be undertaken which had not been undertaken. It is my belief that historically our respective client have addressed matters regarding their various relationships through dialogue. I hope that dialogue can continue with the change of administrations.

In the event there are any question please do not hesitate to contact me.

Yours very truly,



Harold M. Johns

HMJ/bsg

Cc: Dr. George Brown ✓  
Mr. John Haley ✓



**JOHN P. KIRKHAM**

ATTORNEY AT LAW  
1404 SOUTH VIRGINIA STREET  
P. O. BOX 585  
HOPKINSVILLE, KENTUCKY 42241

Phone 270 865-1121  
Fax No. 270 865-1123

E-mail:  
jkirkham@hokenenergy.net

April 18, 2007

Dr. George Brown, Chairman  
Todd County Water District  
P.O. Box 520  
Elkton, KY 42220

Mr. John Haley, Superintendent  
Todd County Water District  
P.O. Box 520  
Elkton, KY 42220

Hon. Harold M. Johns, Attorney  
Todd County Water District  
12 Public Square  
P.O. Box 746  
Elkton, KY 42220

RE: City of Elkton  
Todd County Water District Offices  
Former Ardco Office

Gentlemen,

Mayor Nancy Camp and the Elkton City Council requested that I review your recent request for payment by the city regarding replacement of some roof shingles, and maintenance on the heating and air system. I have reviewed the material in the file of the city offices with regard to the arrangement between Elkton, as lessor and Todd County Water District as lessee.

The Elkton city council met on July 9, 2001, and voted to authorize the Mayor to lease the building for \$500.00 per month, with the water district doing all maintenance and alterations to the building as needed. Attached is a copy of the minutes of that meeting. The council was advised

APR 20 2007

that the only cost to the city would be insuring the building for fire and casualty. There are no real estate taxes.

Accordingly, it would appear that it is the responsibility of the water district to maintain the roof, and the heating and air conditioning.

Sincerely,

  
John P. Kirkham  
Attorney for the City of Elkton

JPK/ss  
Attachment

Minutes: Council Meeting  
July 9, 2001  
7:00 PM

The Elkton City Council met in regular session on Monday, July 9, 2001 with Mayor John E. Walton presiding. Mayor Walton called the meeting to order at 7:00 PM and led the pledge to the American flag. (Invocation was given prior to the meal at 6:30 PM by Mr. Spurlin.)

City Council members present: Brent Spurlin, Eugene Jefferson, Nancy Camp, Leona Bockweg, David Eddings.

City Council members absent: Marvin Davidson.

Others present: City Attorney John P. Kirkham, City Clerk Laura Brock, and Utility Superintendent Terry Frogue.

After reviewing the minutes of the previous council meeting, financial reports and bills payable Mrs. Bockweg motioned to approve the minutes, bills payable and financial reports. Motion seconded by Mr. Jefferson and carried unanimously by the council.

Clerk Brock read Ordinance 2001-6 regarding fees and taxes for cemeteries for first reading. Mrs. Camp motioned to approve after first reading and seconded by Mr. Spurlin. After some discussion, motion carried unanimously by show of hands.

Mayor Walton and Clerk Brock presented a plan from Keith Monument Company to build a memorial at the end of the center entrance of the new cemetery. The plan calls for a 64-foot bricked circular pad with a monument lighted by solar lights in the center. The City could sell engraved bricks to place in the pad. The proceeds from the bricks would go towards paying for the memorial. After some discussion, Mrs. Camp motioned that the Mayor and Clerk Brock be designated to pursue this project. Motion seconded by Mr. Jefferson and carried unanimously by the council.

Mayor Walton informed the council that the Todd County Water District is interested in leasing the old Ardco training building from the City. Mayor Walton suggested \$500 per month with the Water District doing all maintenance and alterations to the building as needed. The only cost to the City would be insuring the building. Attorney Mac Johns is preparing an agreement for a ten-year lease with an option for ten more years.

Mayor Walton reported that the Logan Todd Regional Water Commission has agreed to purchase the lot at 303 Jefferson Street from the City for \$1,000. An agreement is being drawn up.

Mayor Walton informed the council that all property owners except one located near the new industrial park have agreed to be annexed. Mayor Walton asked the council how they wanted to pursue this matter. After some discussion, Mr. Kirkham stated that he needed to look into how this annexation should be pursued. Mrs. Camp motioned that the Mayor and Mr. Kirkham do whatever necessary to proceed with annexation of this parcel of land north of new highway 68-80. Motion seconded by Mr. Jefferson and carried unanimously by the council.

Mayor Walton informed the council that the City has received approval from the state to extend water and sewer service on highway 181 North. Bids for the project will be received on July 18<sup>th</sup>. Mrs. Bockweg motioned that the Mayor proceed and accept or reject bids. Motion seconded by Mr. Spurlin and carried unanimously by the council.

Clerk Brock presented proposed policies to be added to the current personnel policy regarding insurance and expense reimbursement. Regarding insurance, Clerk Brock presented the current policy to the council, which states that the City pays for employee coverage and employees may purchase coverage for eligible family members at the group rate. The possibility of providing a supplemental prescription plan to employees was discussed. After some discussion, Mrs. Bockweg motioned to continue to pay for the employee's health insurance and offer them the privilege of buying their family policy at the group rate and that the City not pay for part of it at this particular time. Motion seconded by Mr. Spurlin. There was no further discussion. Motion carried unanimously.

Clerk Brock requested a decision regarding the policy if an employee waives coverage for the individual policy. Mr. Spurlin motioned that if coverage is waived, then benefits are lost. Motion seconded by Mrs. Camp. There was no further discussion. Motion carried unanimously by the council.

Mr. Jefferson motioned that the City take a look at providing a supplemental prescription policy for employees. Motion seconded by Mr. Spurlin. There was no further discussion from the council and motion carried unanimously.

Clerk Brock presented a proposed policy regarding workers' compensation. The plan would provide an employee who is receiving workers' compensation with their normal rate of pay, less the amount received from workers' compensation payments, for a period of six months unless extended by the council.

# Todd County Water District

Post Office Box 520  
617 West Main Street  
Elkton, Kentucky 42220  
Phone: (270)265-2229  
Fax: (270)265-2035

Send to: Nancy Camp	From: John Harley
Attention:	Date: 4-17-07
Office Location:	Office Location: Elkton, Kentucky
Fax Number: 265-5816	Phone Number: (270)265-2229 Extension:

- Urgent
- Reply ASAP
- Please comment
- Please Review
- For your information

Total pages, including cover:

**Comments:**

Quotes for repairs/new units at  
TCWD office.

# Proposal

Page No.

of

Pages

## VAUGHN HEATING & AIR CONDITIONING, INC.

P.O. Box 238 - 406 Stacker St.  
LEWISBURG, KENTUCKY 42256  
(502) 755-4834 FAX (502) 755-3389

PROPOSAL SUBMITTED TO <b>Todd County Water Dept.</b>		PHONE <b>270-265-3491</b>	DATE <b>04-17-07</b>
STREET <b>617 W. Main</b>		JOB NAME <b>Todd County Water Dept.</b>	
CITY, STATE and ZIP CODE <b>Elkton, Ky. 42220</b>		JOB LOCATION <b>Same</b>	
ARCHITECT	DATE OF PLANS	Fax <b>1-270-265-2035</b>	JOB PHONE

We hereby submit specifications and estimates for:

**Bid 1**  
~~To Repair current unit; Change out compressor and board. \$1200.00.~~  
 This is for the unit that is not working at all. *2H*

### Bid 2

Replacing two Goodman Heat Pumps

One five ton unit

One four ton unit

New aux. heaters

New thermostats

All metal duct transitions that are needed

Old Units removed for Junk.

Warranty on parts. Five Years

Warranty on Labor. One Year

We carry workmans Comp. and Liability Insurance

~~We Propose~~ hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

~~Seven thousand, two hundred seventy four & 90/100~~ dollars (\$ ~~7,274.90~~ )

Payment to be made as follows:

~~at time of Units started and Running~~

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workmen are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Todd County Water District

Post Office Box 520  
617 West Main Street  
Elkton, Kentucky 42220  
Phone: (270)265-2229  
Fax: (270)265-2035

Send to: Law offices of Harold M. Johns	From: John Haley
Attention: Mac	Date: 4-25-07
Office Location:	Office Location: Elkton, Kentucky
Fax Number: 265-2054	Phone Number: (270)265-2229 Extension:

- Urgent
- Reply ASAP
- Please comment
- Please Review
- For your Information

Total pages, including cover:

**Comments:**

This is the correspondence I've had with Nancy Camp. After the first response of her asking to get quotes for the Council she has not contacted me until the letter from John Kirkham. Doc would like for you to look at our lease and see if this falls under our responsibility of "general maintenance!"

thanks *[Signature]*

Please call if you have any questions 878-0497

07-19-01  
EJ

Law Offices  
of  
Harold M. Johns

12 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746

270-265-2912  
Fax: 270-265-2054  
E-Mail: hmj@kih.net

MARK D. COLLINS

July 19, 2001

Dr. George Brown  
Post Office Box 445  
Elkton, Kentucky 42220

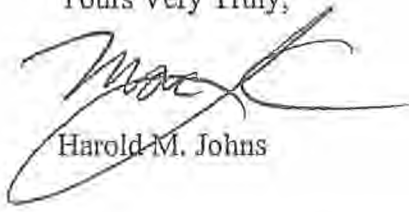
RE: Lease of Building

Dear George:

Attached you will find a copy of the draft of a lease which the undersigned has prepared regarding the Water District's lease of the building from the City of Elkton. Please review the lease. If you see any additions which should be made please contact regarding those additions.

If it appears suitable please let one of the staff people know so that we can put it in final form.

Yours Very Truly,



Harold M. Johns

HMJ/bsg  
Attachment: Lease ✓

Letter Brown, George re-Lease of building

m. 08/03/01  
to George Brown  
SB



## LEASE

This Lease, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the City of Elkton, Kentucky, hereinafter called the "LESSOR"; and Todd County Water District, hereinafter called the "LESSEE",

### WITNESSETH:

That the said lessor does this day lease unto the lessee and the said lessee does hereby take as tenant under said lessor, the hereinafter described property, situated in Elkton, Todd County, Kentucky, and more particularly described as follows:

BEGINNING at a point, said point being an iron pin located in the South right-of-way line of US Highway Number 68 approximately 0.8 miles West of the Public Square in Elkton, Kentucky, said point of beginning being the Northeast corner of a tract conveyed to Druthers of Elkton, Inc., as recorded in Deed Book 123, Page 729, in the Office of the County Court Clerk of Todd County, Kentucky; thence a line with the South right-of-way line of said highway, South 74 degrees 28 minutes 02 seconds East, 289.72 feet to an iron pin in said line corner to Lot Number One of the Division of the Elkton Bank and Trust Company Property; thence a line with Lot Number One, South 14 degrees 40 minutes 46 seconds West, 334.02 feet to an iron pin corner to Lot Number One located in the line of C. C. Miller, Jr.; thence a line with C. C. Miller, Jr., North 74 degrees 28 minutes 11 seconds West, 294.68 feet to an iron pin corner to C. C. Miller, Jr., in the line of ARDCO, Inc.; thence a line with ARDCO, Inc., and Druthers of Elkton, Inc., North 15 degrees 31 minutes 48 seconds East, 334.00 feet to the point of beginning and containing 2.240 acres.

The above description was prepared from a physical survey performed on July 18, 1988, and September 7, 1988 by William D. Harris, Kentucky Registered Land Surveyor Number 2499 and is subject to all easements and right-of-ways of record and in existence. A plat of this survey is of record in the Todd County Court Clerk's Office in Deed Book 125, Page 3.

SOURCE OF TITLE: BEING the same property conveyed to City of Elkton, Kentucky from Gilda R. Buchbinder, not individually, but solely as Trustee under Trust Agreement date January 28, 1977, amended and restated as of July 30, 1984, and further amended pursuant to an agreement dated August 8, 1987 and known as the Golda R. Buchbinder Trust (the "GRB Trust"), recorded in Deed Book 159, Page 148, in the Office of the Todd County Clerk.



This lease shall be for an initial term of ten (10) years commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2001 and terminating on the \_\_\_\_ day of \_\_\_\_\_, 2011. The lessee shall pay the lessor \$500.00 per month as rental for the demised premises. The lessee shall have the option to renew this lease for an additional term of 10 years, by giving notice to the lessor prior to the termination of this lease. The lessee shall, subject to the rights of Elkton Bank and Trust Company described in Deed Book 125, Page 3, have the first option to purchase said real property during the initial term hereof or any extension hereto.

However, the preceding provision, notwithstanding, the lessor and the lessee agree that the rental described above shall commence upon the lessee's completion of the renovation of the building and occupancy thereof. Prior thereto, the lessee shall pay the lessor the sum of \$100.00 per month commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2001 and continuing to such time as the lessee occupies the building as its offices. The initial ten (10) year term of this lease shall then commence with said occupation of the building as the offices of the lessee.

The lessor covenants with the lessee that the lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the above described premises for the full term of this lease without hindrance or interruption, it being understood that the lessor shall not inspect the premises except in case of emergency in the absence of the lessee. The lessee further covenant as follows:

1. To pay said rent hereinbefore reserved at the times at which the same is made payable.
2. To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.

4. Not to assign this lease or underlet the said premises or any part thereof without the prior consent of the lessor being first obtained in writing.

5. This lease shall terminate when the lessee vacates the said premises, providing all payments have been made hereunder.

6. At the termination of said tenancy to quietly yield up the said building and grounds and fixtures in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are:

A. Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in the event of any breach of any of the covenants and agreements on the part of the lessee herein contained, the lessor may at its option declare the entire rent for the term for which said premises are leased, due and payable, and/or may declare this lease terminated and reenter upon the said demised premises.

B. Provided always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm then the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

7. It is mutually agreed that this lease shall be renewable for an additional ten years on the terms and conditions as heretofore set forth.

8. The lessor shall be responsible for fire and casualty insurance on the premises.

9. The lessee shall be responsible for fire and casualty insurance upon the contents, and general public liability insurance, in an amount not less than \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence, with the lessor to be named as an additional insured upon the contract of insurance and a copy thereof to be supplied to the lessor.

10. The lessee shall have the right, at its own expense, to make such alterations and improvements to the demised premises, as may be necessary for it to effectively and efficiently utilize the premises for its business offices

11. During the term hereof, the lessee shall be responsible for the general maintenance of the demised premises.

12. It is the duty of the lessee, to ensure payment of the rent at the office of the lessor either by mail or personal delivery.

13. This document contains the entire agreement of the parties, no other term has been or will be considered without written proof thereof.

ENTERED into the \_\_\_\_ day and date first above written.

Attest:

\_\_\_\_\_  
John Walton, Mayor  
City of Elkton

\_\_\_\_\_  
Laura Brock, Clerk

Attest:

\_\_\_\_\_  
George Brown, Chairman  
Todd County Water District

\_\_\_\_\_  
Lois Brown, Secretary

Coffman Property 3.25 Acres With Lane Easement for \$60,000



\$60,000  
3 1/4 Acres  
Coffman  
Easement  
 thru property  
 from old 68 &  
 New 68

Kennedy Property 8 Acres @ \$15,000 Per Acre = \$120,000



Edward &  
Patsy  
Kennedy  
@ 8 acres  
\$120,000

tabbles  
EXHIBIT  
07

Minutes of the July Meeting of the Todd County Water District Commissioners  
Held on July 29, 2013

The meeting was called to order by Dr George D Brown. Present in addition to Dr Brown were Lois Brown, Ed Slack, Tony Adler, Kathy Conyea, and Mac Johns.

The minutes of the June meeting were approved with a motion made by Ed Slack and seconded by Lois Brown. The motion was voted on and passed unanimously.

A construction project update was given by Kathy Conyea. There is no new pay estimate for this month. John Haley is still lacking one right of way easement on Colliers Spring Road.

The Water Commissioners discussed the separation of water lines from the City of Elkton. The commissioners agreed that there will be no exchange of customers that are outside the city limits of Elkton. This exchange would not be approved by the Public Service Commission because the customers would not have any representation on any board if they were served by the City of Elkton. It was agreed that Dr. Brown and Billy Lear would meet with the city to try to get this settled.

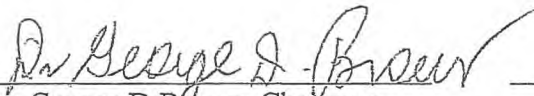
The office rent that the Water District pays to the City of Elkton has been discussed in the Todd County Standard, but the District has not received any correspondence from the City concerning this until today. The City is proposing a monthly rent increase from \$500 to \$1500. Mac Johns brought to tonight's meeting a new rental agreement proposed by the city's attorney, Jeff Traughber. After discussion, the Commissioners agreed to begin the search for land to build an office and maintenance shop. The Commissioners decided to decline any new rental agreement with Elkton and to make plans to build our own facilities as soon as possible. It is the belief of the Water District that the old contract was renewed automatically when the City continued to accept our rent checks for the last two years. The motion was made by Tony Adler and seconded by Lois Brown to continue with our current contract and to reject any new rental agreement. The motion was voted on and passed unanimously.

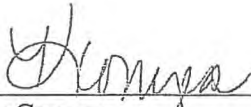
The motion was made by Lois Brown and seconded by Tony Adler to use the State Contract and purchase a Goose-Neck Trailer for \$7215.00. The motion was voted on and passed unanimously. The motion was made by Ed Slack and seconded by Lois Brown to use the State Contract and purchase a 2014 Chevy Truck 3500 for \$30,328.00. The motion was voted on and passed unanimously.

The June Comparative Profit & Loss was discussed. The June Comparative Balance Sheet was discussed. The June General Journal Detail Report was approved. The June Payroll Reports were approved with a motion made by Lois Brown and seconded by Ed Slack. The June-July Interim Checks were discussed and approved with a motion made by Lois Brown and seconded by Ed Slack. The July Bills Payable were approved with a motion made by Ed Slack and seconded by Tony Adler



The motion to adjourn was made by Tony Adler and seconded by Lois Brown.

  
\_\_\_\_\_  
Dr. George D Brown, Chairman

  
\_\_\_\_\_  
Kathy Conyee

Minutes of the September Meeting of the Todd County Water District Commissioners  
Held on September 30, 2013

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Lois Brown, Billy Lear, Tony Adler, John Haley, Kathy Conyea, Mike McGhee and Mac Johns.

The minutes of the August meeting were approved with a motion made by Billy Lear and seconded by Tony Adler. The motion was voted on and passed unanimously.

The Bid Opening was held today for the Colliers Springs Road extension project. The bids were about 50% higher than expected. The Bid Tabulation is attached to these minutes. Mike McGhee recommended that the Water District not accept any of the bids. A motion to reject all contractor bids was made by Billy Lear and seconded by Tony Adler. The motion was voted on and passed unanimously. John suggested that the Water District maintenance crew could install the line ourselves. He has calculated that the cost of parts to complete the project would be approximately \$6100. The District would need to bid out opening the trench. John will report back to the board concerning this in October.

Billy Lear and Mac Johns have a report on the meeting with Elkton City Council members held earlier this month. The meeting dealt with the separation of lines between the City and the Water District. Elkton doesn't seem to understand the problem of exchanging customers no inside the city limits. Mac suggested the city ask the affected customers if they want to be annexed into the city. John attended the meeting also and had follow up with Terry Frogue about a week after the meeting. Terry reported that to his knowledge the City hasn't had any contact with the affected customers at that time. The Water District would need to install about 2000 feet of water line to serve the Johnson Lane customers and remove them from any city owned line. The Commissioners discussed the Water District installing master meters to meter water passed thru to Johnson Lane and Wood Chop Hill. John was asked to talk to Terry Frogue about this project.

The Water District has received a letter dated 9/9/2013 from Jeff Traughber, attorney for the City of Elkton. The letter is attached to these minutes. The letter gives the Water District notice that a new lease will need to be entered into prior to November 1, 2013. At this point the consensus of the Water Commissioners was to rent month to month with no signed contract for a specific length of time. Billy Lear suggested that the Water District not argue the cost, just pay the \$1500 monthly rent, at make plans to move from the building as soon as possible.

In related business, John has visited the Christian County Water District's new office building and had with him a floor plan of their building for review. The Commissioners asked John to begin reviewing this floor plan and to make suggested changes to the plan. Also to start looking into a builder for the building. John has talked with PTL Fabricators

and with General Steel about plans for the maintenance shop. The projected costs from each of the builders were similar.

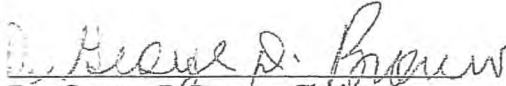
The Water Commissioners discussed the old water treatment plant property and the Stokes Chapel Road property. These properties are surplus to the District and once we have a maintenance shop build, we will look into selling these properties.

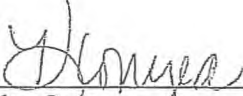
Mike McGhee reported that he has filed a Cost Estimate with the Water Management Council. This Cost Estimate needed to be on file in case the legislature provides funds for water projects.

John reported that the new truck has been delivered. He asked the Commissioners about selling the 2003 truck that it replaced. The truck is a one ton truck with 75,000 miles. The truck was declared surplus with a motion made by Tony Adler and seconded by Lois Brown. It was voted on and passed unanimously.

The August Comparative Profit & Loss was discussed. The August Comparative Balance Sheet was discussed. The August General Journal Detail Report was approved. The August Payroll Reports were approved with a motion made by Lois Brown and seconded by Tony Adler. The August-September Interim Checks were discussed and approved with a motion made by Billy Lear and seconded by Tony Adler. The September Bills Payable were approved with a motion made by Tony Adler and seconded by Lois Brown.

The motion to adjourn was made by Tony Adler and seconded by Lois Brown.

  
Dr. George D. Brown, Chairman

  
Kathy Conyea



*LAW OFFICES  
OF  
HAROLD M. JOHNS*

*12 Public Square  
Post Office Box 746  
Elkton, Kentucky 42220-0746  
Telephone: 270-265-2912  
Fax: 270-265-2054*

*HAROLD M. JOHNS*

*E-mail: [hmjohns@johnslawfirm.com](mailto:hmjohns@johnslawfirm.com)*

*LORA LEE ROBEY*

*E-mail: [lroby@johnslawfirm.com](mailto:lroby@johnslawfirm.com)*

*MARK D. COLLINS*

*E-mail: [mcollins@johnslawfirm.com](mailto:mcollins@johnslawfirm.com)*

September 12, 2013

Mr. John Haley  
Todd County Water District  
P.O. Box 520  
Elkton, Kentucky 42220

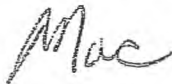
Re: City of Elkton

Dear John:

Attached you will find a copy of a letter dated September 9<sup>th</sup> from Jeff Traugher. As you will note Jeff's letter addressee transfer of customers and the lease. This indicates some action is desired by the City prior to November 1<sup>st</sup> regarding the lease.

Upon receipt of this correspondence, please contact me so that we can discuss this matter.

Yours very truly,



Harold M. Johns

HMI/bsg

Attachment: Copy of letter

cc: Dr. George Brown, Chairman

Dillingham & Traughber  
Attorneys at Law

Kenneth E. Dillingham  
Jeffrey B. Traughber

207 East McReynolds Drive  
Post Office Box 129  
Elkton, KY 42220

Tel: (270) 265-5651  
Fax: (270) 265-5652

September 9, 2013

Hon. Harold M. Johns  
P.O. Box 746  
Elkton, KY 42220

VIA FAX TO:  
(270) 265-2912

RE: Todd County Water District and City of Elkton

Dear Mac:

Following our meeting between the representatives of the City of Elkton and the Todd County Water District, I have reviewed the statutes that you cited as limiting the District's ability to exchange the District's Moe Lane customers with certain city customers. Neither KRS 74.120, KRS 96.150, nor 7 USCA Sec. 1926(b) prohibit the mutual exchange of customers between the City and the District. Rather they do prohibit the adverse acquisition of customers within the territory of the other entity.

Please clarify for me whether the District contends that it is statutorily or otherwise prohibited from making the exchange, or whether the District simply seeks to ensure that all customers are represented within the entity providing them with water. In either case, I am also struggling to make the distinction between the District's willingness to exchange the Johnson Lane customers and its opposition to exchange the Moe Lane customers.

On a different but related matter, our clients still have the issue of the District's lease with the City to resolve. The City is not interested in continuing the lease at its current lease amount but is hopeful that terms that are mutually agreeable may be arrived at. I don't have a counteroffer to extend at this point, but I wanted to place you on notice that a new lease will need to be entered prior to November 1, 2013. I am sure the issue will be addressed at tonight's council meeting.

In the meantime, I look forward to your response and to the opportunity to come to a resolution that is beneficial to the residents of the City of Elkton and to the customers of the Water District.

10 10:00 2702000002  
DILLON HARRINGTON  
PAGE 00/00

Sincerely,



Jeffrey B. Traugher

cc: Mayor Nancy Camp

Minutes of the October Meeting of the Todd County Water District Commissioners  
Held on October 28, 2013

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Lois Brown, Ed Slack, Tony Adler, John Haley, Kathy Conyee, and Mac Johns. A visitor this month was Michael Montgomery.

The minutes of the September meeting were approved with a motion made by Ed Slack and seconded by Lois Brown. The motion was voted on and passed unanimously.

Michael Montgomery of Montgomery Webb, CPA's, was present to introduce his company to the commissioners and ask for our business. They are a CPA firm in Bowling Green and Russellville. The firm made an offer to conduct our 2013 Audit for 10% less than we now pay. The commissioners told Mr. Montgomery that we would discuss the matter and get back in touch with him. After discussion, the commissioners decided not to change our auditing firm at this time.

The Colliers Spring Road line was discussed. John has talked to Neil Berry about the installation of the water line and got a quote of \$5400 to dig and install. S & R Excavation will do the road bore for \$4000. Construction Site Services quoted about \$5900 for the parts. John believes it would take about one week of work for the installation.

The separation of water lines from Elkton has discussed. Elkton has made no movement this past month towards this goal.

A letter from Elkton concerning the building lease is attached. Mac suggested that the Water District offer Elkton \$1000 per month rent, on a month to month basis, with a 90 day notice before vacating the building. Tony Adler made the motion approving this suggestion. The motion was seconded by Lois Brown. It was voted on and passed unanimously.

John reported that more survey work is needed before the deed is completed on the Chris Coffin property. The right of way easements were not included in the original survey. This work should be completed this week. John already has plans for the office and the maintenance shop completed. Also a building plan for the entire property.

Mitch Frazier is leaving the Water District at the end of October to take another job. John is looking at applications for a maintenance person to replace Mitch.

The September Comparative Profit & Loss was discussed. The September Comparative Balance Sheet was discussed. The September General Journal Detail Report was approved. The September Payroll Reports were approved with a motion made by Lois Brown and seconded by Tony Adler. The September-October Interim Checks were discussed and approved with a motion made by Tony Adler and seconded by Lois

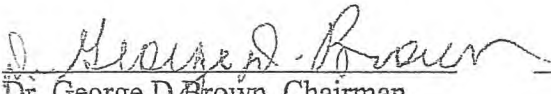
Brown. The October Bills Payable were approved with a motion made by Ed Slack and seconded by Lois Brown.

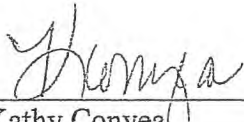
Dr Brown reported that Logan Todd Regional Water is anticipating a 2% rate increase in January 2014.

A motion was made by Ed Slack to declare the Ton Truck as surplus and sell it in the Rader Auction on December 20, 2013. The motion was seconded by Lois Brown. It was voted on and passed unanimously.

Mac Johns asked permission to use the Todd County Water District name in negotiations with Texas Gas to reserve capacity of natural gas in Todd County. The motion was made by Lois Brown to give permission to Mac Johns to use the district's name for this purpose. The motion was seconded by Ed Slack. The motion was voted on and passed unanimously.

The motion to adjourn was made by Tony Adler and seconded by Lois Brown.

  
Dr. George D Brown, Chairman

  
Kathy Conyea

Minutes of the November Meeting of the Todd County Water District Commissioners  
Held on November 25, 2013

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Lois Brown, Ed Slack, Tony Adler, John Haley, Kathy Conyeya, Mike McGhee and Mac Johns.

The minutes of the October meeting were approved with a motion made by Ed Slack and seconded by Tony Adler. The motion was voted on and passed unanimously.

The City of Elkton has sent letters to our customers on Moe Lane and Johnson Lane to feel out those areas about being annexed into the city limits. The City reports that they have had some opposition and some support from those customers. Also discussed was the proposed bypass of the Elkton Square. The City's "comprehensive plan" has been updated recently for the first time in many years. The City would expect Todd County Water to relinquish customers in any areas affected by this plan. Moe Lane customers could easily be disconnected from Elkton owned water lines. Johnson Lane customers could be separated by adding a small extension to the line that we will need to run to serve our new office and shop property. Commissioners agreed this would be a good plan.

Mac Johns brought to the meeting the deed for the Coffman property and easement for the Wayne Belanger property. These documents are signed and completed. The current lease on the office building is still being worked on by Jeff Traughber and Mac Johns. It should be a one year rental agreement at a cost of \$1000 per month with a 90 day notice to vacate the building. John has paid for a perk test to be run on the property for the septic system. He is also talking to building contractors here in the county. The commissioners asked John to try to use a local contractor for the job. The commissioners also agreed to talk to Brent Traughber and ask him if he would take the job to be the general contractor or inspector on the buildings.

Mobile Communications out of Bowling Green has talked to John about using tower space at Clifty for an antenna. The commissioners wanted to talk to Billy Lear before agreeing to this request.

The October Comparative Profit & Loss was discussed. The October Comparative Balance Sheet was discussed. The October General Journal Detail Report was approved. The October Payroll Reports were approved with a motion made by Lois Brown and seconded by Tony Adler. The October-November Interim Checks were discussed and approved with a motion made by Ed Slack and seconded by Lois Brown. The November Bills Payable were approved with a motion made by Lois Brown and seconded by Ed Slack.

Skylar Hurt of Paul Hurt Road has contacted John about installing a water line extension to his property. It would be about a ½ mile extension. Mr Hurt would like for the Water

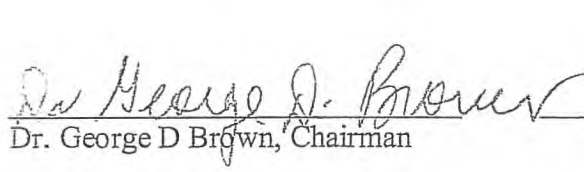
District to pay for the pipe and do the installation himself. The Water Commissioners agreed to this arrangement.

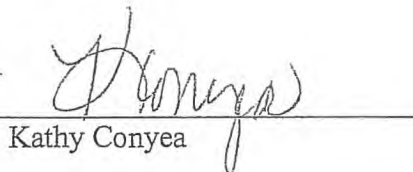
The commissioners discussed the gravel road leading from the old Hwy 68 to the New Four-lane Hwy 68 by our property for the new office and shop. Do we want to pursue having the road taken over by the county and having it paved? John has talked to the county road foreman and the road would have to have a certain gravel base before the county would consider it for adding to their roads. The commissioners asked John to talk to the road crew foreman again to get specifics on the condition the road would need to be in for the county to take it over. After construction is completed on our property, then the district may look into this further.

The annual Christmas bonus for employees was discussed. It was agreed to add \$50 to the amount each employee received last year.

Due to the holiday, the commissioners agreed to move the December board meeting to Monday, December 23, 2013.

The motion to adjourn was made by Tony Adler and seconded by Lois Brown.

  
Dr. George D Brown, Chairman

  
Kathy Conyca

Minutes of the December Meeting of the Todd County Water District Commissioners  
Held on December 23, 2013

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Lois Brown, Ed Slack, Tony Adler, Billy Lear, John Haley, Kathy Conyea, Mike McGhee and Mark Collins.

The minutes of the November meeting were approved with a motion made by Billy Lear and seconded by Ed Slack. The motion was voted on and passed unanimously.

The City of Elkton is in the process of constructing water lines to connect to the West 68 Water Tank. When that tank is up and in use, they will still have six customers on WoodChop Hill that the City will not be able to serve. Those customers on Johnson Lane can be served by Todd County Water totally when Todd County Water runs a line to serve our property for the new office and shop.

John has met with Brent Traugher about the office construction. Brent recommended a couple of changes to help ease the flow in the office area. The perk test has been performed and Robbie McClellan recommends that the District double the minimum septic system. We have confirmed that this project would not fall under the Federal Prevailing Wage Law, but it will fall under the State Prevailing Wage Law. Mac Johns recommends using prevailing State wages on the bid for the work. Mac also recommended that the District hire a contractor familiar with the State wage laws. The need to apply to the Public Service Commission for a Letter of Public Necessary and Convenience was discussed. Mike McGhee agreed to help John put together an ad to as for bids for a Design/Build Company. We have a basic floor plan, but will need a much more detailed plan to submit to the state for approval. It was decided to go ahead a draw up the ad to bid out the work looking for a design/build firm and get it advertised as soon as possible.

The surplus truck sold at auction on Friday, 12/20/2013 for \$7000.

The rate increase from Logan Todd Regional Water was discussed and a motion was made by Ed Slack and seconded by Lois Brown to pass thru this rate increase to our customers. The motion was voted on and passed unanimously.

The Annual Wage Increase for our employees was discussed. A motion was made by Lois Brown and seconded by Ed Slack to increase John Haley, Kathy Conyea, and Brenda Adler's hourly pay rate by \$.50 per hour; to increase Phyllis West hourly pay rate by \$.25 per hour; and to increase Ryan Wheeler's pay rate by \$1.00 per hour. The motion was seconded by Tony Adler. It was voted on and passed unanimously. The new wage rates will take effect on January 2, 2014.

The November Comparative Profit & Loss was discussed. The November Comparative Balance Sheet was discussed. The November General Journal Detail Report was approved. The November Payroll Reports were approved. The November-December

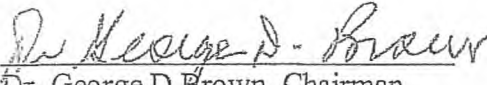


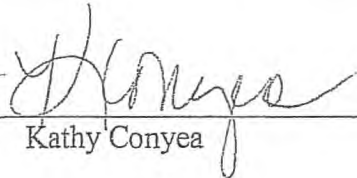
Interim Checks were discussed and approved with a motion made by Billy Lear and seconded by Tony Adler. The December Bills Payable were approved with a motion made by Lois Brown and seconded by Tony Adler.

John has hired James Curtis Boley to work full time on the maintenance crew at \$10 per hour. He started work on 12/16/2013.

Mike McGhee presented a construction project on Highway 181 North to replace waterline that is too small. Billy Lear made the motion to start the loan application process on this project. The motion was seconded by Lois Brown. It was voted on and passed unanimously.

The motion to adjourn was made by Tony Adler and seconded by Lois Brown.

  
Dr. George D Brown, Chairman

  
Kathy Conyea

Minutes of the January Meeting of the Todd County Water District Commissioners  
Held on January 27, 2014

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Ed Slack, Tony Adler, Billy Lear, John Haley, Kathy Conyca, Mike McGhee, Mac Johns and Brent Traughber.

The minutes of the December meeting were approved with a motion made by Ed Slack and seconded by Tony Adler. The motion was voted on and passed unanimously.

The Bid Tabulation for our Design-Build Building Proposal is attached. Not all the proposals are equally detailed and they need to be looked at individually in detail. It was decided to have a meeting with John, Brent and Ed Slack to go over each proposal and narrow them down to choose a company.

Mac Johns reported that he is taking care of filing with PSC to obtain the Certificate of Convenience and Necessity. This paperwork work will be needed for the new buildings.

McGhee Engineering has advertised for engineering firms to apply for the engineering of our proposed new construction project to replace the water line going north from Elkton with a larger line. We received no replies from engineering firms. The motion was made by Tony Adler to hire McGhee Engineering to represent Todd County Water District for this construction project. The motion was seconded by Ed Slack. The motion was voted on and passed unanimously.

A letter has been received from the City of Elkton and it is attached to these minutes. The letter is asking for a tentative commitment from Todd County Water stating that we would give up customers on Moe Lane and Johnson Lane if the city annexes these areas into the city limits. After discussion, it was decided to table any actions on this matter until the next meeting. In the mean time, Mac Johns will talk with Jeff Traughber about this matter.

The December Comparative Profit & Loss was discussed. The December Comparative Balance Sheet was discussed. The December General Journal Detail Report was approved. The December Payroll Reports were approved. The December-January Interim Checks were discussed and approved with a motion made by Ed Slack and seconded by Tony Adler. The January Bills Payable were approved with a motion made by Tony Adler and seconded by Ed Slack.

A needed increase in the Tap On Fee was discussed. The Water District installed 43 water meters in 2013 and we lost money on every meter installed. The average cost of the loss is \$185.00. The motion to increase the tap on fee to \$750.00 was made by Ed Slack and seconded by Tony Adler. The motion was voted on and passed unanimously.

The motion to adjourn was made by Tony Adler and seconded by Ed Slack

  
\_\_\_\_\_  
Dr. George D Brown, Chairman

  
\_\_\_\_\_  
Kathy Conyea

Minutes of the February Meeting of the Todd County Water District Commissioners  
Held on February 24, 2014

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Ed Slack, Billy Lear, Lois Brown, Tony Adler, John Haley, Kathy Conyea, Mike McGhee, Mac Johns and Brent Traughber.

The minutes of the January meeting were approved with a motion made by Ed Slack and seconded by Tony Adler. The motion was voted on and passed unanimously.

John and Brent reported that at this time we are waiting on the Certificate of Convenience and Necessity from the PSC. The PSC has a 30 day turn around to get this certificate back out from the time they received our paperwork on Feb 6<sup>th</sup>. Mac Johns has advised the commissioners not to sign the paperwork to hire a contractor before this paperwork comes back from PSC. Brent Traughber, Ed Slack, and John Haley have reviewed the building proposals at length and met with the top two candidates for the projects. The recommendation that they have brought to the Commissioners is to hire Denham Blythe for this job. John talked to the commissioners about having some core drilling done on the property in advance of hiring a contractor. Billy Lear made the motion to hire a company to do the core drilling work at a cost of approximately \$4000. The motion was seconded by Lois Brown. It was voted on and passed unanimously. In discussion concerning signing a contract with Denham Blythe, the commissioners decided that as soon as the PSC paperwork is received back to the Water District, we will have a special meeting to approve the contract and to sign the contract. John will get the contract to Mac Johns to look over before this meeting.

To go along with this move to get a building contract signed with Denham Blythe, the commissioners asked that Kathy Conyea begin to cash in certificates of deposits at Elkton Bank as they mature. These Certificates of Deposits are to be deposited in the Construction Checking Account in Elkton Bank and Trust to be used for the construction of the new office building and maintenance shop. The motion to move these funds was made by Ed Slack and seconded by Tony Adler. The motion was voted on and passed unanimously.

John Haley has talked to Terry Frogue concerning the separation of lines from the City of Elkton recently. Elkton has had some positive results from their survey of property owners to the plans to annex some areas now receiving service from Todd County Water. Elkton will need to have 51% of the landowners to agree to be annexed into the city limits for the annexation to take place.

The January Comparative Profit & Loss was discussed. The January Comparative Balance Sheet was discussed. The January General Journal Detail Report was approved. The January Payroll Reports were approved. The January-February Interim Checks were discussed and approved with a motion made by Tony Adler and seconded by Lois Brown. The February Bills Payable were approved with a motion made by Ed Slack and seconded by Billy Lear.

Mike McGhee reported that the plans for the water line construction project are now in Frankfort under review.

John Haley reported that Danny Bruce McGhee has asked that Curtis Boley Lane be added to the list for future water line construction. The extension would be about 3/10 mile and provide one new customer with service and replace a long service line for another customer. The commissioners agreed to add this road to a list of potential water line construction.

The motion to adjourn was made by Tony Adler and seconded by Ed Slack

  
Dr. George D Brown, Chairman

  
Kathy Conyca

Minutes of the March Meeting of the Todd County Water District Commissioners  
Held on March 31, 2014

The meeting was called to order by Dr George Brown. Present in addition to Dr. Brown were Ed Slack, Lois Brown, Tony Adler, John Haley, Kathy Conyee, Mike McGhee, Mac Johns and Brent Traugher. Laney White was visiting this month from Carr Riggs and Ingram, CPAs.

The minutes of the February meeting were approved with a motion made by Lois Brown and seconded by Ed Slack. The motion was voted on and passed unanimously.

The 2013 Audit was presented by Laney White to the Commissioners. The Water District received an unqualified audit for the past year. There was one finding concerning internal controls that has been addressed in the audit. This finding is related to the lack of separation of duties of our limited employees. Additional explanation of the audit is attached to these minutes.

The construction of a new office building and maintenance shop was discussed. Dr. Brown and John Haley have met with Mac Johns concerning the filing of paperwork with the Public Service Commission. The application for the Certificate of Convenience and Necessity has been delayed due to deficiencies in the application. The motion was made by Ed Slack to continue with the design/build process after Mac checks with PSC to see if they will approve the spending, and to commit to spending \$27,300 in engineering and permit expenses, payable to Denham Blythe. The motion was seconded by Tony Adler. The motion was voted on and passed unanimously. Mac Johns was asked to review sample contracts with Denham Blythe.

The option of having bullet proof glass at the front counter in the new office was discussed. After discussion, the commissioners decided that we would install a tempered glass partition instead.

Robbie McClellan Environmental Inspector for the Todd County Health Department has contacted John recently concerning our property that the new buildings will be built on. Terry Frogue has contacted Mr. McClellan concerning this property and asked him to stop the onsite sewer permit process. Mr. Frogue told Mr. McClellan that the City of Elkton had plans to provide sewer service to this property, and annexation would follow. Mr. McClellan reported to John that as long as the Water District has a working septic system installed before any extensions to the city sewer, the District would not be required to connect to the city sewer. John agreed to get the septic system installed as soon as the septic permit is approved.

The City of Elkton is now taking steps to annex Moe Lane and Johnson Lane into the city limits. After discussion, the Water Commissioners decided that they are no longer interested in an exchange of customers on Johnson Lane or Moe Lane. The motion was made by Lois Brown to decline any exchange of customers to the City of Elkton on Johnson Lane or Moe Lane. The motion was seconded by Ed Slack. The motion was

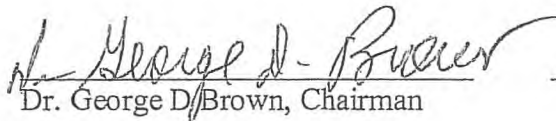
voted on and passed unanimously. Mac Johns was asked to send the City of Elkton correspondence informing them of this decision.

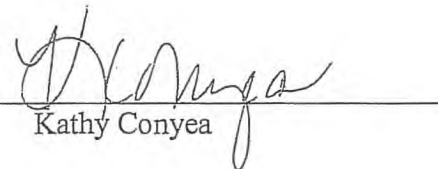
Darrell Williams has talked with John concerning his long service line on Colliers Springs Road. He is interested in being added to our list for water line extensions. John reports that this would be a good line to run in future since it would eliminate a dead end. The line would be approximately ½ mile. The commissioners agreed to add the line to our list of extensions for the next construction project.

The February Comparative Profit & Loss was discussed. The February Comparative Balance Sheet was discussed. The February General Journal Detail Report was approved. The February Payroll Reports were approved. The February-March Interim Checks were discussed and approved with a motion made by Ed Slack and seconded by Tony Adler. The March Bills Payable were approved with a motion made by Lois Brown and seconded by Tony Adler.

Mike McGhee reported Logan Todd Regional Water will soon be selling water to the City of Springfield, TN. They expect to be purchasing between 2 million to 6 million gallons a day.

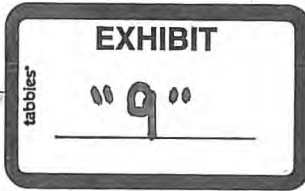
The motion to adjourn was made by Tony Adler and seconded by Ed Slack.

  
Dr. George D. Brown, Chairman

  
Kathy Conyee



PROJECT PROPOSAL | 24 JAN. 2014  
NEW OFFICE AND SHOP COMPLEX  
TODD COUNTY WATER DISTRICT  
617 W Main St. | Elkton KY 42220



LEXINGTON OFFICE: 100 TRADE STREET | LEXINGTON KY 40511 | tel: (859) 255-7405 | web: [www.denhamblythe.com](http://www.denhamblythe.com)

NASHVILLE OFFICE: 855 SPRINGFIELD HWY | GOODLETTSVILLE TN 37072 | tel: (615) 855-2244 | fax: (615) 855-2249







January 24, 2014

Todd County Water District  
617 West Main Street  
Elkton, KY 42240

Attn: Mr. John Haley  
District Manager

Re: New Office & Shop Building Complex  
Elkton, Kentucky  
Denham-Blythe No. P14-013

Dear Mr. Haley:

We are pleased to submit our design-build budget proposal for your new office and shop building complex located on your property in Elkton, Kentucky. Our team will provide all labor, materials, equipment, supervision and engineering as outlined in this booklet.

Included in this booklet is our company profile, primary subcontractor selection method, team resumes, past similar experience, compensation/contractual methods, project schedule, project budget with scope and a labor plan.

We appreciate the opportunity to provide you with this service and are looking forward to the successful completion of your project. Should you have any questions, please contact us at 615-855-2244.

Very truly yours,  
DENHAM-BLYTHE CO., INC.

A handwritten signature in blue ink, appearing to read "RVH".

R. Vance Hohn, P.E.  
Vice President

CC: Heath Doggett – Denham-Blythe

RVH/mg

## 1. COMPANY DESCRIPTION

### Company History

Denham-Blythe Company has been providing construction management, general contracting, design and start-up services since 1976. It was founded by Charles Denham and Dale Blythe. The company was founded with a focus on fulfilling customer's every need throughout the construction process including assistance with initial concept development to final design and cost development and then finally through construction and commissioning services. Because of this total customer service oriented approach and the commitment to surpassing customer expectations, Denham-Blythe has grown dramatically over its history and our repeat customers and long-term partner clients are continuing to grow in numbers every year.

Our customers include utility companies, Fortune 500 manufacturing companies, healthcare institutions, public and private educational facilities, and other private clients. This diversity and range of customer needs has allowed Denham-Blythe to become experienced in almost every facet of design and construction. In addition, we regularly employ a wide range of contracting approaches, each one custom tailored to specific client needs and requirements.

Denham-Blythe Company has offices in Lexington, Kentucky and Nashville, Tennessee. We have completed projects in Kentucky, Tennessee, Ohio, Indiana, Illinois, Michigan, West Virginia, South Carolina, Mississippi, Georgia, Kansas, North Carolina, Texas, Iowa, California, Massachusetts, Missouri, Arkansas, New York, Colorado, and New Jersey.

We have developed long-term relationships with various companies by performing construction services in a timely and cost-effective manner. Over 85% of our projects are with repeat customers.

Denham-Blythe Company currently has over 130 field employees that include Project Managers, Superintendents, Document Control Engineers, Mechanical and Electrical Coordinators, Field Office Managers, Safety Engineers, Field Engineers, Equipment Operators, Carpenters and Laborers. We also have more than 40 office staff in our two offices that include Senior Project Managers, Document Controllers, Estimators, Architects and Engineers.

## Project Qualifications

Denham-Blythe Company has a unique balance of Construction Management services, design services, and field staff that allows us to be involved in a variety of projects and provide a wide range of services. Our company is one of a very few in the Commonwealth of Kentucky that has Construction Professionals, Design Professionals, and Tradespeople under one umbrella. This mix of employees and expertise uniquely qualifies Denham-Blythe Company to provide Construction Management services to Todd County Water District as the only design-build choice that can guarantee a quality product, competitive pricing, and an on-time facility delivery.

Our Project Managers have true field experience and have been involved in the daily construction activities allowing them to have a complete understanding of the construction process from planning through completion. Most of our Project Managers began their career as Engineer Interns, then they progressed to Field Engineer, to Project Engineer, to Superintendent and then on to Project Manager. This progression allows for our Project Managers to see each position within the Construction process and to fully understand the importance of each person's duties. Due to the in-house design exposure, our Project Managers also understand the importance and intricacies of communicating with the designers. They have access to rapid answers and assistance from our in-house design staff any time that they might need it.

We currently have more than a dozen in-house Registered Architects and Registered Engineers in our Design Department. The Designers assist in constructability reviews which often require project-specific construction means and methods solutions such as shoring design or unique scaffold design that must be performed by registered design professionals.

Our company performs a substantial amount of design-build work which allows our project managers to be involved in design development through completed construction of projects. We use this experience to better understand the design's intent and not just the end product of the design. This knowledge will help to identify and avoid costly design-related issues that are otherwise often found too late in the construction process and are very costly to rectify.

## **2. Primary Subcontractors**

Denham-Blythe Company strives to utilize the most competent, cost-effective, and safety-conscious subcontractors on all of our projects. Each of the subcontractors listed below have performed multiple projects for Denham-Blythe in the past and are headquartered close to Todd County. Each subcontractor has a proven track record of success with design-build construction projects that we have completed with them.

### **Durham Heating and Cooling – HVAC Subcontractor**

Durham Heating and Cooling has been in the mechanical contracting business for 44 years. They are a small family business, 100% female owned and operated. They are certified as an American Standard customer care dealer. They have extensive experience in the residential and commercial markets and have worked with Denham-Blythe Company as a mechanical subcontractor on several projects including several projects with Pennyrile Rural Electric.

Their in-house capabilities include: HVAC installation and service, geothermal installation and service.

### **Industrial Piping - Plumbing Subcontractor**

Industrial Piping has been in the plumbing contracting business for 43 years. They have worked with Denham-Blythe Company as plumbing subcontractor on several PRECC facility construction projects.

Their in-house capabilities include: Gas piping, water piping, drainage piping, design, septic systems, boilers, compressors, and process equipment.

### **Knight's Electric - Electrical Subcontractor**

Knight's Electric has been in the Electrical contracting business for 37 years. Similar to the others above, they have a strong presence in the commercial market and have worked with Denham-Blythe Company as electrical subcontractor on many projects including several with Purity Zinc.

Their in-house capabilities include: Installation and service of commercial, industrial, and agricultural electrical systems, including all phases of electrical power distribution, controls & communications.

### **B & R Electric - Electrical Subcontractor**

B & R Electric has been in the electrical contracting business for 19 years. They have been successful focusing on heavy commercial and industrial projects. Their work with Denham-Blythe Company includes the Kroger Company in Portland, TN and Jennmar Corporation.

Their in-house capabilities include: Installation and service of all phases of electrical power, and electrical equipment mobilization.

## Thomas “Adam” Jones, P.E. Structural Engineer

### Experience

#### **Corning Incorporated**

Harrodsburg, Kentucky

Project Cost: \$65,000,000

Construction of a 10-level process facility consisting of more than 100,000sf of production area; work included over 2,000 tons of building steel and included 24/7 construction activities

#### **Delight Products**

Springfield, Tennessee

Project Cost: \$1,400,000

Design and construction of 22,000sf warehouse/assembly expansion with fire pump and process piping/coordination

#### **Electrolux Home Products**

Springfield, Tennessee

Project Cost: \$3,100,000

Phase I (Titan Building) Construct plan/spec pre-engineered metal building with blow press pit, crane extension modifications, cooling tower additions, fire protection and renovations.

Phase II (Enamel Expansion) Design and construction conventional steel addition to Phase I while still under construction, with equipment mezzanines, docks, membrane roof and process piping, and electrical work

#### **River View Coal**

##### **Mine Bathhouse**

Morganfield, Kentucky

Project Cost: \$3,209,000

Design-Build of a new 36,600sf office facility bathhouse and warehouse

#### **Gibson County Coal**

Princeton, Indiana

Project Cost: \$1,400,000

Design-Build of a new 16,000sf Mining Bath House/Mine Engineering facility

#### **Pace Dairy**

Crawfordsville, Indiana

Project Cost: \$7,500,000

Design-Build of a new 53,500 SF conventional steel warehouse cooler expansion. Work included modification of existing pre-cast concrete panels and cooling piping coordination.



**Registered Professional Engineer in Kentucky & Tennessee**

### Years of Experience

10

### Education

B.S. Civil Engineering  
University of Kentucky, 2005

M.S. Civil Engineering  
University of Kentucky, 2008

### Training/Certification

ACI Level I Concrete Field  
Testing Technician  
Level I TDEC Inspection  
Certification  
OSHA 10-Hr Certification

### Professional Affiliations:

American Society of Civil Engineers

**Derek T. Brooks, AIA, CID,  
LEED AP  
Architect**

**Experience**

**OFFICE**

- Pennyrile Rural Electric Company, Elkton, Kentucky. Design-build of new 37,535 SF office and truck warehouse facility. Conventional steel construction with brick, block and metal panel exterior. The facility houses PRECC functions as well as public meeting space.
- Electrolux, Springfield, Tennessee. Design-build renovation of existing out-dated office space with completely new floor plan, HVAC, electrical, lighting and fixtures.

**MANUFACTURING**

- Denyo, Inc., Danville, Kentucky
- Daicel, Beaver Dam, Kentucky
- Pilkington, Laurinburg, North Carolina
- Pennyrile Rural Electric Corporation, Elkton, Kentucky

**CIVIC**

- Executive Office Building, Kentucky State Capitol Campus, Frankfort, Kentucky
- Boiler Building, Kentucky State Capitol Campus, Frankfort, Kentucky
- Chiller Building, Kentucky State Capitol Campus, Frankfort, Kentucky

**MEDICAL**

- Kentucky Clinic Frankfort, Frankfort, Kentucky
- Davis-Mills Medical Resonance Imaging and Spectroscopy Center, Markey Cancer Center, Lexington, Kentucky

**HIGHER EDUCATION**

- Shumaker Research Building, University of Louisville, Louisville, Kentucky
- Spalding University Leadership Center, Spalding University, Louisville, Kentucky

**SPORTS**

- Urban Active Fitness, Buckhead, Georgia
- New Beginnings Therapeutic Riding Facility, Bowling Green, Kentucky



**Registered Architect, Kentucky  
1993, #4159**  
**Registered Architect, Tennessee  
2011, #104462**  
**Registered Architect, North  
Carolina, 2011, #12083**  
**Registered Architect, South  
Carolina, #8648**  
**Registered Architect, Texas,  
#23896**  
**NCARB Certificate #45314**  
**LEED Accredited Professional**

**Years of Experience**  
26

**Education**

Bachelor of Architecture,  
University of Kentucky, 1988

**Professional Affiliations**

American Institute of Architects,  
East Kentucky Chapter-  
President 2011 / 2012  
American Institute of Architects,  
East Kentucky Chapter-  
Vice President 2010  
AIA Kentucky Merit Award 2000  
AIA Kentucky Merit Award 2003  
AIA Kentucky Merit Award 2008

## Katie Lenee Beard, PE

Civil Engineer



### Experience

#### **Nisshin Automotive**

Versailles, Kentucky

Project Cost: \$2,240,000

Redesign existing facility site infrastructure within city limits and adjacent to local sport venue for the construction of a 23,500 SF building addition and new 16,000 SF truck yard and dock. Including storm water piping, retention pond, site grading, coordination with local Planning & Zoning as well as State permit requirements.

#### **Purity Zinc**

Clarksville, Tennessee

Project Cost: \$1,300,000

Site layout, grading, drainage, erosion control and permitting for a 30,000sf addition onto an existing facility.

#### **Messier-Bugatti USA**

Walton, Kentucky

Project Cost: \$9,300,000

Site layout, grading, drainage, erosion control and permitting for an 17,000sf high temperature furnace building addition.

#### **Pennyrile Rural Electric Company**

Hopkinsville, Kentucky

Project Cost: \$2,800,000

Site layout, grading, drainage, erosion control and permitting for a 43,385sf office and attached warehouse, including electrical line truck, and transformer storage. The office utilized high r-values in the roof and walls to increase energy efficiency.

#### **Daicel Safety Systems**

Beaver Dam, Kentucky

Project Cost: \$3,500,000.00

Site layout, grading, drainage, erosion control and permitting for a 41,000sf addition onto an existing facility.

### Years of Experience

10

### Education

B.S. Engineering Arts  
Georgetown College, 2003

B.S. Civil Engineering  
University of Kentucky, 2003

### Professional Affiliations

Kentucky Society of Professional  
Engineers

### Registrations

Registered Professional  
Engineer in Kentucky, #26071



## Brian "Heath" Doggett Project Manager

### Experience

**Electrolux**—Springfield, Tennessee  
Project Cost: \$1,200,000  
Project Manager for a 13,000sf warehouse expansion including docks. Project is ongoing, scheduled for completion in 9/2012.

**Electrolux**—Springfield, Tennessee  
Project Cost: \$5,000,000  
Project Manager for the construction a 3-story addition of lab space. Construction also included a 25,000sf renovation of existing office space.

**Martinrea**—Springfield, Tennessee  
Project Cost: \$800,000  
Project Manager for installation of two new hot stamping press pits for auto manufacturing facility.

**Frestpoint Tomato**—Nashville, Tennessee  
Project Cost: \$2,500,000  
Superintendent for fit-up of 50,000sf of existing Tennant space: construction accommodated fruit and vegetable storage (34°– 70°) and production lines, included new two story office within and new docks

**PSC Metals**—Nashville, Tennessee  
Project Cost: \$800,000  
Superintendent for a two story complete office renovation

**PSC Metals** — Nashville, Tennessee  
Project cost: \$1,500,000.00  
Superintendent/Field Engineer for a new recycling conveyor system and three-story process building

**Havertys** — LaVergne, Tennessee  
Project cost: \$420,000.00  
Superintendent/Field Engineer for construction of new Furniture Drop Zone Site

**Sun Chemical**— Menasha, Wisconsin  
Project cost: \$500,000.00  
Superintendent/Field Engineer for Ink Plant Remodel: complete renovation of break room, restrooms, locker rooms and unisex restroom

**Manufacturing Facility Ritatsu Manufacturing**—  
Beaver Dam, Kentucky  
Project cost: \$ 1,300,000.00  
Superintendent/Field Engineer for a 27,000sf addition with overhead crane high bay.



### Years of Experience

14

### Education

B.S. Civil Engineering  
Technology/  
Construction Management  
Western Kentucky University

### Training/Certification

CPR/First Aid/Bloodborne  
Pathogens  
Boom Lift, Scissor Lift  
Tennessee Erosion Control  
Kentucky Erosion Control  
OSHA 30 Hour

## Daril Cardwell

### Superintendent

#### Experience

##### **Gibson County Coal**

Princeton, Indiana

Project cost: \$1,400,000.00

Superintendent for the Design Build of a new 16,000sf Mining Bath House/Mine Engineering facility.

##### **PSC Metals**

Nashville, Tennessee

Project Cost: \$200,000.00

Superintendent for the installation of equipment for a metal separating system for recycling purposes.

##### **Purity Zinc**

Clarksville, Tennessee

Project cost: \$100,000.00

Superintendent for conversion of warehouse to office space, remodel of existing restroom.

##### **Thyssen Krupp**

Hopkinsville, Kentucky

Project cost: \$300,000.00

Superintendent for construction of various plant improvements. Including slab repairs, new ramp, and 16'x16' overhead door.

##### **Kobe Aluminum**

Hopkinsville, Kentucky

Project cost: \$230,000.00

Superintendent for construction of a concrete slab, storage building and temporary tent.

##### **Webasto Manufacturing Facility for Sunroofs**

Murray, Kentucky

Project cost: \$6,600,000.00

Assistant Superintendent for a 118,000sf Greenfield Sun Roof Manufacturing Plant Project including a 9,200sf office, site work, process pits and foundations, mechanical room, process utilities, chiller, cooling tower, CMM room and explosion controlled paint facilities.



#### Years of Experience

17

#### Education

Christian County High School

17 years of in-the-field training

#### Training/Certification

Fork truck Certified

CPR/First Aid/Blood Bourne

Pathogens

ACI Concrete Test Level 1

Tennessee Erosion Control Level 1

10 Hour OSHA

MASHA-24 Hour Miner Safety

Years of experience operating

Backhoes, Bobcats, Man lifts,

And Bulldozers.

#### 4. EXPERIENCE AND REFERENCES

##### **Similar construction projects**

The following are examples of previous contracts and projects that Denham-Blythe Company has completed. We have completed multiple projects for each of these customers throughout our history.

A. **Bluegrass Energy RECC - Nicholasville.**

Project consisted of the design and construction of a two-story office facility with a customer drive thru window and awning. Facility was a Greenfield project and included an attached warehouse facility. Please also refer to the attached Project Sheet following this page for additional information.

B. **Pennyrile RECC - Cadiz.**

This was one of the many projects that Denham-Blythe Company has completed for PRECC throughout Kentucky. It was a design-build project that included a 3,000 square foot office and an attached storage facility. The project also included extensive site work to allow for the necessary exterior storage areas the Client required. The facility also included dual drive-thru customer lanes. See the attached Project Sheet.

C. **Pennyrile RECC – Hopkinsville/Daysville**

These projects are a larger (but very similar) version of the Cadiz facility outlined above. The facilities incorporated a very well-insulated roof system over both the office and warehouse areas to minimize utility consumption. See the attached Project Sheets.

D. **Central Bank - Georgetown.**

Project consisted of a complete renovation of an existing 100-year old building. A new elevator and stairs were added to the dated building, requiring significant structural and architectural updates. The updated facility also included the construction of a new parking area and drive-thru window to better serve their customers. See attached Project Sheet.

E. **University of Kentucky Federal Credit Union - Lexington.**

This project consisted of the design and construction of a new multi-story office facility. Construction included extensive electronics and cabling associated with the security system and automated teller machine. Project also included a multiple car drive-thru canopy on the rear of the building. See attached Project Sheet.

## References

### **Pennyrile RECC**

2000 Harrison Street  
Hopkinsville, Kentucky 42440  
Mr. Eston Glover - CEO  
Email: [eglover@precc.com](mailto:eglover@precc.com)  
Phone: (270) 886-2555

### **Novita**

175 Old Shackle Island Road  
Hendersonville, Tennessee 37075  
Mr. Warren Hyland - Director  
Email: [warren@novitatech.com](mailto:warren@novitatech.com)  
Phone: (303) 888-5121

### **AEP Industries**

123 Williamette Lane  
Bowling Green, Kentucky 42101  
Mr. Christopher Williams – Project Engineer  
Email: [williamc@aepinc.com](mailto:williamc@aepinc.com)  
Phone: (270) 846-7749

### **Electrolux**

1100 Industrial Drive  
Springfield, Tennessee 37172  
Mr. Frank Callis – Product Maintenance Manager  
Email: [frank.callis@electrolux.com](mailto:frank.callis@electrolux.com)  
Phone: (615) 382-1888

### **Lexmark International, Inc.**

740 West New Circle Road  
Lexington, Kentucky 40550  
Mr. Chris Chapman, PE - Facilities Engineering  
Email: [cchapman@lexmark.com](mailto:cchapman@lexmark.com)  
Phone: (859) 232-2295



## DENHAM-BLYTHE COMPANY, Inc.

P R O J E C T S H E E T



### BLUE GRASS ENERGY

#### *Project Description*

**Design and construction of a conventional steel building with brick veneer and dryvit exterior on office.** Warehouse and operations building uses conventional steel frame with block and metal siding exterior.

#### *Construction Highlights*

Customer service area on first floor with drive-thru teller window; elevator service for the two floors of the office and warehouse; 60 tons of geothermal heating and air conditioning with energy management system.

#### *Location*

1201 Lexington Pike  
Nicholasville, Kentucky 40340  
(859) 885-4191

#### *Schedule*

Project started in October and  
Completed in November

#### *Square Footage*

16,000 SF Office  
12,000 SF Warehouse

#### *Contract Amount*

\$2,000,000

*“Denham-Blythe is  
Helping Keep the  
Energy in Motion”*

#### **DENHAM-BLYTHE COMPANY, Inc.**

100 Trade Street • Lexington, Kentucky, USA 40511  
859.255.7405 • Fax 859.233.4073 • [www.denhamblythe.com](http://www.denhamblythe.com)  
Nashville Office: 855 Springfield Highway • Suite 101  
Goodlettsville, TN 37072 • 615.855.2244 • Fax 615.855.2249



## The Denham-Blythe Company, Incorporated

P R O J E C T S H E E T



### PENNYRILE RECC OPERATIONS CENTER

#### *Project Description*

**Design and construction of an Operations Center for the region's supplier of electricity.** The project included a 19,000 square foot warehouse and a 3,000 square foot office with a pole yard, transformer storage area, and covered service truck parking.

#### *Construction Highlights*

Dual drive-thru windows, exterior finish insulation system, brick facade, standing seam roof, and emergency generator.

#### *Location*

Highway 68  
Cadiz, Kentucky 42211  
(270) 522-6678

#### *Schedule*

Started: October 2000  
Completed: May 2001

#### *Square Footage*

22,000

#### *Contract Amount*

\$1,300,000

*“Denham-Blythe Helped  
Pennyrile Turn on the Power”*

**The Denham-Blythe Company, Inc.**  
100 Trade Street • Lexington, Kentucky, USA 40510  
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# DENHAM-BLYTHE COMPANY, Inc.

## P R O J E C T S H E E T



### PENNYRILE RECC OPERATIONS CENTER (HOPKINSVILLE KY)

#### *Project Description*

**Design and Construction of an operations center for the region's supplier of electricity.** The project included a 24,164 square foot warehouse, 6,168 square foot office, transformer storage area, and 13,053 square foot of covered truck parking.

#### *Construction Highlights*

- EIFS, brick façade, and standing seam roof.
- Geothermal HVAC system
- R-38 roof insulation for office & building
- Dry type fire protection throughout the warehouse and truck parking.
- Separate storage for used transformers with spill containment.
- Double Wythe continuously insulated block wall.

*“Denham-Blythe Helps Co-Op prepare to better respond when the lights are out”*

#### *Location*

2000 Harrison Street  
Hopkinsville KY 42240

#### *Schedule*

Started in August  
Completed following June

#### *Square Footage*

43,385 SF

#### *Contract Amount*

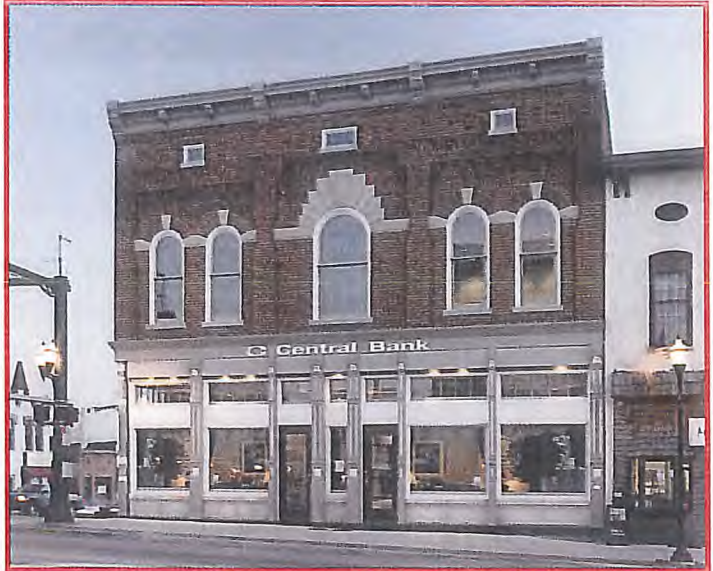
\$2,717,532

**DENHAM-BLYTHE COMPANY, Inc.**  
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## DENHAM-BLYTHE COMPANY, Inc.

P R O J E C T S H E E T



### CENTRAL BANK

#### *Project Description*

**Renovation of two-story 100-year-old structure with new rear addition for stairs and elevator.** New parking area in rear with a drive-thru canopy structure. Video banking equipment was utilized for drive-thru customers.

#### *Construction Highlights*

- Exterior masonry facade maintained
- Windows replaced to continue early 1900's antebellum facade
- Marble tile floors with large expanses of wood trim throughout lobby and banking center.
- Maintaining existing building & facade allowed the bank to better co-exist with downtown Georgetown's 20th Century Architecture

#### *Location*

100 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5116

#### *Schedule*

Project started in June and completed in November

#### *Square Footage*

12,000 SF

#### *Contract Amount*

\$1,300,000

*“Denham-Blythe  
Helps Central Bank  
Make Another Deposit”*

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## DENHAM-BLYTHE COMPANY, Inc.

P R O J E C T S H E E T



### UNIVERSITY OF KENTUCKY FEDERAL CREDIT UNION

#### *Project Description*

Design and construction of a 2-story banking Center Corporate Headquarters. Brick veneer on 6" metal frame studs on structural steel. Stained concrete floors.

#### *Construction Highlights*

90-ton chiller provides chilled water to air handling unit for each floor. Duct work distribution with VVT's for max T-Stat control to all offices. Purchased and coordinated banking equipment installation. Purchased and coordinated data/telephone cabling to all offices as well as furniture and Audio/Video equipment and cabling.

#### *Location*

2557 Sir Barton Way  
Lexington, Kentucky 40509  
(859) 257-2678

#### *Schedule*

Project started in July and completed the following September

#### *Square Footage*

24,000 SF

#### *Contract Amount*

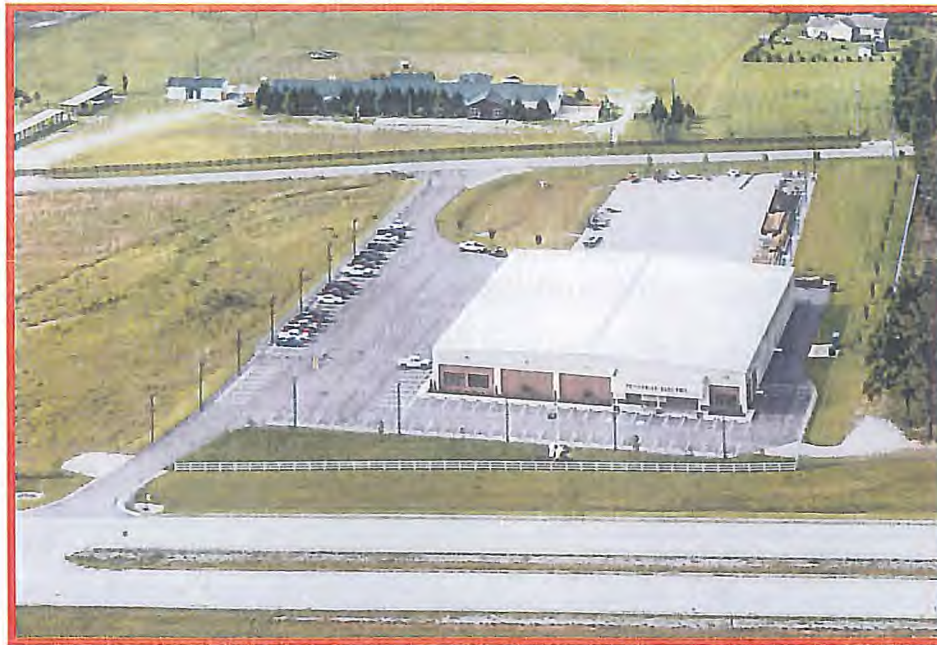
\$4,700,000

*“Denham-Blythe,  
Teamwork & Coordination  
Saves Time and Money”*

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# DENHAM-BLYTHE COMPANY, Inc.

## P R O J E C T S H E E T



### PENNYRILE RECC WAREHOUSE (DAYSVILLE KY)

#### *Project Description*

**Design and Construction of an operations center for the region's supplier of electricity.** The project included a 29,006 square foot warehouse, 8,448 square foot office, transformer storage area, and 12,709 square foot of covered truck parking.

#### *Construction Highlights*

- EIFS, brick façade, and standing seam roof.
- Geothermal HVAC system for offices.
- R-38 roof insulation
- Separate storage for used transformers with spill containment.
- Double Wythe continuously insulated block wall.
- Site Development

#### *Location*

5400 E. New Hwy 68  
Elkton, KY

#### *Schedule*

Started: 10/25/11  
Completed: 8/10/12

#### *Square Footage*

37,535 SF

#### *Contract Amount*

\$2,894,000

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## 5. PROPOSED COMPENSATION

Denham-Blythe Company has always been very flexible relative to our clients' preferred method of contracting. We have entered into several different types of contracting and compensation arrangements throughout the years in an effort to accommodate a procurement style that best suits each owner. These agreements include traditional turnkey fixed-price contracts, cost-plus construction management arrangements, at-risk construction management agreements, time and materials projects, and several other less common approaches. Within these various options, there are also other variables such as pre-pay, partial pre-pay, installment payments, and monthly invoices charged for work in place.

We have outlined the two most common owner-preferred payment options below which can be adjusted as necessary to suit your needs.

### **Cost-Plus Construction Management**

This is the construction arrangement that most of our repeat-customers prefer because it greatly increases their flexibility while also reducing their out of pocket expenses. With this arrangement every part of the procurement process is completely transparent. At the beginning of the project, a mark-up (that includes both profit and overhead) will be negotiated and agreed upon by both Denham-Blythe Company and Todd County Water District and that same mark-up would apply to all project costs including design. A typical mark-up for a project of this type and size would be 8 to 10 percent.

We will develop the project construction documents with client approvals throughout the process and issue the construction package out for pricing. Upon receiving pricing, we will work through every proposal and material option with the owner and select the best VALUE with them (which is not always the lowest price).

This contracting method results in an open-book approach that allows customers to see exactly how much every component of the project is costing them as well as to have input on as much (or as little) of the subcontractor/supplier selection as they would like. It can also result in savings to the client in the form of unspent contingencies.

This is the method we used on almost all of the PRECC projects.

In a traditional at-risk approach, contractors must include a significant percentage of contingency in their price to account for the variability that exists on any construction project. With this approach, that contingency is not required.

We would typically expect to invoice this type of project monthly (with 30-day pay terms) and no pre-payment would apply. Invoices would only include amounts for work completed at the time of the invoice.

### **Turnkey Fixed-Price Option**

This contracting approach basically puts 100% of the risk in the hands of the contractor. We will jointly develop the scope and parameters of the project with input and approvals from Todd County Water District, then we will issue those documents for fixed pricing to subcontractors and suppliers and develop a complete package price. These costs are collected and a final fixed price amount is developed that would be presented to the Water District to establish the total project cost. The preliminary and final design costs will also be included in this total project cost. This price will include customary profit and overhead mark-up as well as an additional construction contingency.

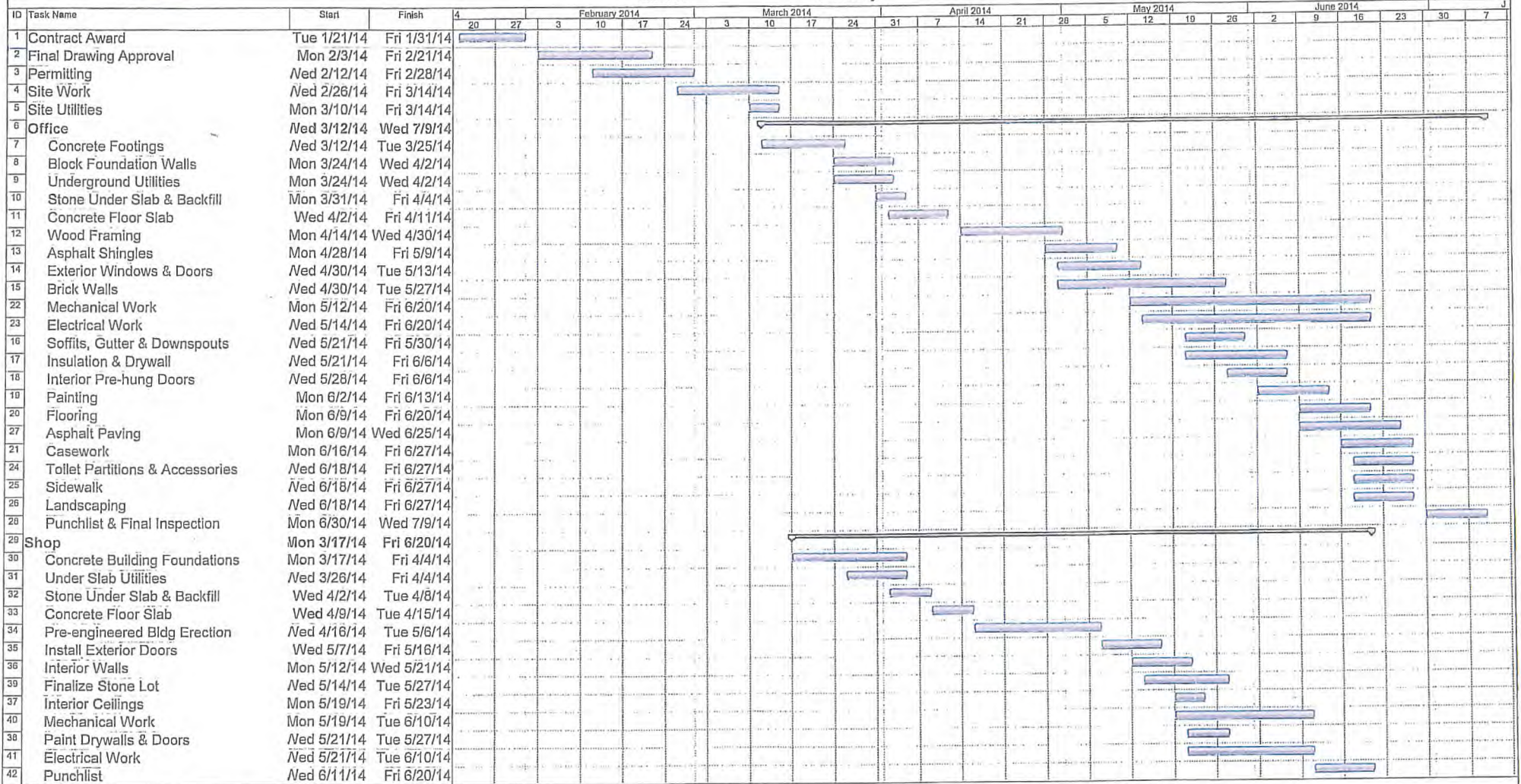
This approach limits the owner's exposure to omissions, errors, or other issues that frequently arise during the construction process. The only increase (or decrease) in the construction price would be due to owner-requested changes in scope (i.e. making the building larger).

We would typically expect to invoice this type of project monthly (with 30-day pay terms) and no pre-payment would apply. Invoices would only include amounts for work completed at the time of the invoice.



DENHAM-BLYTHE COMPANY, INC  
 ENGINEERS AND CONSTRUCTORS  
 Todd County Water District  
 Elkton Kentucky

P14-013



Date: Tue 1/21/14

Critical Split ..... Split ..... Summary ..... External Tasks ..... Deadline ..... Progress .....  
 Task [Bar] Milestone ◆ Project Summary [Bar] External Milestone ◆ Critical [Bar]

## SCOPE and BUDGET PRICING

- A. The design-build team consists of the following disciplines and companies:
1. Construction and Management - Denham-Blythe Company
  2. Architectural and Structural Engineering – Denham-Blythe Company
  3. Civil Engineering – Denham-Blythe Co.
  4. Mechanical Construction and Engineering – TBD, pricing is based on Durham Heating & Cooling
  5. Plumbing Construction and Engineering – TBD, pricing is based on Industrial Piping
  6. Electrical Construction and Engineering – TBD, pricing is based on Knights Electrical or B&R Electric.

This team is qualified to complete all engineering, working and detailed drawings and construction of your project under a total responsibility contract to assure you of the highest quality of engineering and construction.

We will work closely with Todd County Water District personnel in the planning and construction stages to keep interruptions to daily operations to a minimum and to provide the earliest occupancy time possible.

- B. Denham-Blythe Company will provide complete construction services including procurement, estimating, scheduling, field engineering, field supervision, cost accounting, testing, field inspection, and coordination of this project.
- C. A complete set of working drawings, including architectural, civil, structural, mechanical, and electrical will be provided. Accurate record set drawings plus a copy of all shop drawings will be transmitted to the owner upon completion of the project.

Our proposed scope consists of the following items, which are included in the total price of the project.

1. General Conditions
  - a. Full time on site supervision. We have estimated 24 weeks for the project.
  - b. Field engineering support for building layout and quality control.
  - c. Project management support for weekly meetings, procurement, billings, scope changes, expediting contractors, etc.
  - d. Mobilization
  - e. Temporary office and storage trailers.
  - f. Weekly clean-up.
  - g. Final clean-up.

- h. Dumpsters
  - i. Permits – value of \$1,200.00
  - j. Vehicles, phones, etc.
  - k. NOI permit
2. Site work
- a. Site work
    - i. Strip topsoil and unsuitable soils, approximately 835cy
    - ii. Erosion control
    - iii. Mass cut and fill to level building pads
    - iv. Respread topsoil
  - b. Demolition
    - i. No work.
  - c. Asphalt/Gravel Lots
    - i. Furnish and install 920sy of light duty paving - 6" dense grade aggregate (DGA), 2" binder and 1" topcoat.
    - ii. Striping for two (2) HC stall and four (4) directional arrows.
    - iii. Install 2,090sy of 8" DGA
  - d. Soil testing allowance of \$450.00
  - e. Termite treatment
  - f. 270lf of chain link fence, 6' high with, three (3) strands of barb wire at the top.
  - g. Re-seed disturbed areas.
  - h. Landscape allowance of \$3,500.00.
3. Concrete
- a. Form and place foundations for garage and office area based on Denham-Blythe preliminary foundation design, approximately 30cy.
  - b. Furnish, place and finish slabs on grade for both buildings, approximately 180cy.
  - c. Concrete testing.
  - d. Provide vapor barrier for office.
  - e. Furnish, place and finish sidewalks, approximately 328sf.
  - f. Furnish and install twelve (12) – 6" diameter 7' long pipe bollards.
  - g. Provide expansion joint material at the slab perimeter.
4. Masonry
- a. Furnish and install approximately 450sf of 8" CMU for the office foundation walls.
  - b. Furnish and install brick façade for office building. Brick Allowance is \$450.00/thousand.

5. Steel
  - a. Furnish and install 85lf of steel lintels for the office windows.
  - b. Provide three (3) steel columns for the drive-through area.
  
6. Woods and Plastics
  - a. Provide wood framing, sheathing and house wrap for office structure.
  - b. Provide attic flooring for the office area, approximately 384sf
  - c. Provide plywood telephone board.
  - d. Provide wood blocking for cabinets, counters and toilet accessories.
  - e. Provide base and wall cabinets for break rooms and provide reception and ADA restroom counters. All millwork will be plastic laminate with interior melamine finishes.
  - f. Furnish and install twelve (12) pre-hung wood doors for the office area.
  - g. Provide one (1) attic access stairs for the office.
  
7. Insulation/Roofing
  - a. Caulking around joints as required.
  - b. Provide office insulation in walls and ceiling as required by codes.
  - c. Provide 6" roof and wall insulation for the garage.
  - d. Provide 928sf of foundation insulation. 2" rigid board (blue board).
  - e. Provide asphalt shingle roofing for office, including soffit boards with vents, 6" gutters and associated downspouts.
  
8. Doors and Windows
  - a. Furnish and install three (3) overhead doors with electric operators.
  - b. Provide two (2) metal windows for the garage
  - c. Provide aluminum windows for the office and store front doors for the office. This is value \$13,700.00. Vinyl windows would be substantially cheaper, but will not look as nice.
  
9. Finishes
  - a. Provide ½" drywall for the office and garage interior partitions.
  - b. Provide ½" drywall for the office and garage break room and restroom ceilings. Garage restroom might be ACT.
  - c. Paint interior walls, ceilings, trim, doors and exterior door and columns.
  - d. Provide VCT and carpet per Denham-Blythe finish plan. (Behind this scope)
  - e. Provide ceramic floor tile in office restrooms.
  
10. Specialties
  - a. Provide four (4) urinal screens
  - b. Provide one (1) fire extinguisher with a cabinet



- c. Provide grab bars and mirrors for the restrooms.
- d. Provide one (1) fire extinguisher in Garage/Shop building.

#### 11. Equipment

- a. Provide InterbankX IBX-3026-ND night depository drop box.
  - i. Combination night depository head accepts deposit envelopes without use of a key and allows key holders to deposit bank bags.
  - ii. Non-grout head with ½" high strength housing.
  - iii. Dial Combination lock.
  - iv. Alarm package w/door contact, vibration, and heat sensor installed.
- b. Provide InterbankX Q-Tran-713SW wide drive-thru window.
  - i. Pre-designed drive thru combination window/drawer/intercom unit. This unit is glazed with Level 1 Bullet Resistant Glazing for security. Transaction drawer with speaker installed in framing.
- c. This work is worth over \$14,390.00.

#### 12. Furnishings - No work.

#### 13. Special Construction – Pre-Engineered Metal Building – Garage Only

- a. Provide one (1) 60'x60'x16' eave building
- b. Loading of building:
  - i. 2013 KY Building Code
  - ii. 20 psf live load (no tributary load reduction)
  - iii. Ground snow load 15 psf
  - iv. Roof snow load 15 psf
  - v. Seismic category D
  - vi. Wind speed 115 mph
- c. Standing seam roof
- d. By-pass girts
- e. Rod X-bracing
- f. 26 gauge standard R panel siding panels
- g. Gutters and downspouts

#### 14. Conveying System - No work

#### 15. Mechanical/Plumbing

- a. Mechanical
  - i. Office Area - System 1:
    - 1. Rooms included: Main Office, Board Room, Break Room, Public Restroom, and Reception Area.

2. 3.5 Ton 13 SEER American Standard Split Heat Pump w/15 KW Heater
  3. Digital Thermostat
  4. Installation Materials: Drain Line, Safety Drain Pan, Refrigerant Lineset, Control Wiring, and Miscellaneous Materials
  5. 3.5 Ton Return/Supply Duct System, Ceiling Registers, Ceiling Returns
  6. (Qty 1) Exhaust Fan Venting
  7. Labor to Install
- ii. Office Area – System 2:
1. Rooms Included: File Map Room, Office 1, Office 2, Hall, Storage, Restrooms
  2. 3 Ton 13 SEER American Standard Split Heat Pump w/10 KW Heater
  3. Digital Thermostat
  4. Installation Materials: Drain Line, Safety Drain Pan, Refrigerant Lineset, Control Wiring, Miscellaneous Materials
  5. 3 Ton Return/Supply Duct System, Ceiling Registers, Ceiling Returns
  6. (Qty 2) Exhaust Fan Venting
  7. Labor to Install
- iii. Maintenance Shop:
1. Break Room/Restroom: 1.5 Ton 13 SEER American Standard Split Heat Pump w/ 5 KW Heater
  2. Digital Thermostat
  3. Installation Materials: Drain Line, Safety Drain Pan, Refrigerant Lineset, Control Wiring, Miscellaneous Materials
  4. 1.5 Ton Return/Supply Duct System, Ceiling Registers, Ceiling Returns
  5. Garage: 175,000 BTU Hanging Heater (Propane), Venting, Hanging Materials
  6. (Qty 1) Exhaust Fan Venting
  7. Labor to Install

b. Plumbing

- i. Provide water (Pex) and sanitary lines (PVC) for office and garage.
- ii. Provide fixtures for office and garage per the drawings.

Office

1. Three (3) ADA tank type water closets
2. Two (2) wall hung urinals

- 3. One (1) mop basin
- 4. One (1) hi-lo drinking fountain
- 5. One (1) two compartment SS sink.
- 6. One (1) 40 gallon electric hot water heater
- 7. Two (2) floor drains
- 8. Two (2) wall hydrants
- Garage
- 9. One (1) ADA tank type water closet
- 10. One (1) wall hung urinal
- 11. One (1) mop basin
- 12. One (1) hi-lo drinking fountain
- 13. One (1) two compartment SS sink.
- 14. One (1) 40 gallon electric hot water heater
- 15. One (1) floor drains
- 16. One (1) wall hydrants
- 17. One (1) ice maker box
- 18. One (1) emergency shower and eye wash
- iii. Septic tanks and drain fields (please note: we will have to reduce the amount of gravel parking in order to provide grass over the leach fields).
- iv. Provide drain and oil water separator (this is not included in our base bid)  
ADD.....\$17,800.00

16. Electrical

- i. Paved Parking Lot:
  - a. 5 – 400 watt metal halide shoe box lights attached to a 20’ square pole controlled by time clock and contactor
  - b. 5 – 24” diameter concrete pole bases
  - c. Lot – conduit and conductors required.
- ii. Electrical Service:
  - a. 1 – 400 amp self-contained meter base on office building storage room exterior wall
  - b. 1 – underground 4” PVC service entrance conduit from meter base to utility installed riser pole (max distance of conduit – 200’)
  - c. 1 – 400 amp 120/240 volt single phase panel with required breakers located in storage room of office building with required conduit and conductors from meter base.
- iii. Telephone / Communications Service
  - a. 1 - underground 3” PVC conduit from telephone board to utility riser pole (mas distance of conduit – 200’)
- iv. OFFICE BUILDING:

- a. Offices (qty of two, each to have)
  - i. 4 – 2'x 4' 4-tube lay in fixtures.
  - ii. 1 – 2 gang switch (dual level lighting)
  - iii. 5 – duplex receptacles
  - iv. 2 – voice/data rough-in and stub up
- b. File / Map Room
  - i. 4 – 2'x 4' 4-tube lay in fixtures
  - ii. 1 – 2 gang switch (dual level lighting)
  - iii. 5 – duplex receptacles
  - iv. 1 – voice / data rough-in and stub up
- c. Main Office Area
  - i. 12 – 2'x 4' 4-tube parabolic les lay in fixtures
  - ii. 2 – 2 gang 3-way switch (dual level lighting)
  - iii. 1 – 2 gang 4-way switch (dual level lighting)
  - iv. 2 – combo exit / emergency fixtures
  - v. 1 – twin head emergency fixture
  - vi. 1 – exterior emergency egress fixture (rear door)
  - vii. 7 – duplex receptacles
  - viii. 5 – quad receptacles (double duplex)
  - ix. 8 – voice / data rough-in and stub up
- d. Reception Area
  - i. 4 – 2' x 4' 2-tube lay in fixtures
  - ii. 2 – 3-way switches
  - iii. 1 – combo exit / emergency fixture
  - iv. 4 – duplex receptacles
- e. Entry
  - i. 2 – 2'x 4' 2-tube lay in fixtures
  - ii. 1 – light switch
  - iii. 1 – combo exit / emergency fixture
  - iv. 1 – exterior emergency egress fixture
- f. Hall
  - i. 4 – 2' x 4' 2-tube lay in fixtures
  - ii. 2 – 3-way switches
  - iii. 1 – twin head emergency fixture
  - iv. 1 – combo exit / emergency fixture
  - v. 1 – exterior emergency egress fixture
  - vi. 2 – duplex receptacles
  - vii. 1 – GFI water cooler receptacle
- g. Staff Restrooms (qty of 2, each to have)
  - i. 1 – 2' x 4' 2-tube lay in fixture
  - ii. 1 – vanity wall mount fixture

- iii. 1 – motion sensor wall switch
- iv. 1 – GFI receptacle
- v. 1 – twin head emergency fixture
- vi. 1 – connection to exhaust fan (fan by mechanical contractor)
- h. **Public Restroom**
  - i. 1 – 2' x 4' 2-tube lay in fixture
  - ii. 1 – light switch
  - iii. 1 – GFI receptacle
  - iv. 1 – twin head emergency fixture
  - v. 1 – connection to exhaust fan (fan by mechanical contractor)
- i. **Board room**
  - i. 8 – 2' x 4' 2-tube parabolic lens lay in fixtures
  - ii. 8 – 6" LED dimmable recess can fixtures
  - iii. 1 – light switch
  - iv. 1 – dimmer switch
  - v. 1 – twin head emergency fixture
  - vi. 7 – duplex receptacle
  - vii. 1 – 2 gang floor box with (1) one duplex receptacle and (1) one outlet opening for voice / data
- j. **Break Room**
  - i. 2 – 2' x 4' 2-tube lay in fixtures
  - ii. 1 – light switch
  - iii. 1 – dedicated duplex receptacle and circuit for refrigerator
  - iv. 2 – above counter GFI receptacles
  - v. 1 – voice / data rough – in and stub up
- k. **Storage**
  - i. 2 – 4' 2-tube strip lights
  - ii. 1 – motion sensor wall switch
  - iii. 1 – twin head emergency fixture
  - iv. 1 – duplex receptacle
  - v. 1 – 4' x 4' painted telephone board
  - vi. 1 – max 30 amp 240 volt circuit and connection to water heater
- l. **Drive Through**
  - i. 6 – PL fluorescent recessed cans controlled by time clock and contractor
- m. **HVAC/Hot Water Heaters**
  - i. Four (4) – 240 volt circuit and connection for heat pump and emergency heat for two systems in the office and two in the garage
  - ii. Two connections to electric hot water heaters.

- iii. Connection to exhaust fans in restrooms and garage area
- n. Building Exterior
  - i. 7 – 150 watt wall pack fixtures
  - ii. 2 – wall mount light fixtures at front entry controlled by time clock and contactor
  - iii. 2 – wall mount light fixtures at side entry controlled by time clock and contactor
  - iv. 5 – WP GFI receptacles
- o. Hot water heater connections
- p. LOT – all conduit & conductors required for all above listed office building items.
- v. SHOP BUILDING
  - a. Electric Service
    - i. LOT – 125 amp 120/240 volt feeder from panel in office building to a 120 / 240 volt panel in the garage area
  - b. Garage Area
    - i. 11 – 2' x 4' 6 –tube high bay fixtures
    - ii. 2 – 2 gang 3-way switches
    - iii. 3 – twin head emergency fixtures
    - iv. 1 – combo exit / emergency fixture
    - v. 1 – exterior emergency egress fixture
    - vi. 4 – GFI receptacles
    - vii. 1 – GFI receptacle for water cooler
    - viii. 2 – max 30 amp 240 volt circuit and connection to unit heaters (heaters by mechanical contractor)
    - ix. 1 – max 30 amp 240 volt circuit and connection to water heater
  - c. Break Room
    - i. 4 – 2' x 4' 2-tube lay in fixtures
    - ii. 2 – 3-way switches
    - iii. 1 – combo exit / emergency fixture
    - iv. 1 – exterior emergency egress fixture
    - v. 1 – dedicated duplex receptacle and circuit for refrigerator
    - vi. 3 – duplex receptacles
    - vii. 2 – above counter GFI receptacles
    - viii. 1 – max 20 amp 240 volt receptacle and circuit for PTAC unit (unit by mechanical contractor)
    - ix. 1 – voice / data rough-in and conduit back to main telephone board in office building
  - d. Restroom
    - i. 1 – 2' x 4' 2-tube lay in fixture

- ii. 1 – light switch
- iii. 1 – twin head emergency fixture
- iv. 1 – GFI receptacle
- v. 1 – connection to exhaust fan (fan by mechanical contractor)
- e. Building Exterior
  - i. 7 – 150 watt wall pack fixtures controlled by a photo cell
- f. Lot – all conduit and conductors required for all above listed shop building items

17. Engineering

- a. Includes project development, all needed specifications, plans and project support.
- b. Stamped permit and construction drawings.

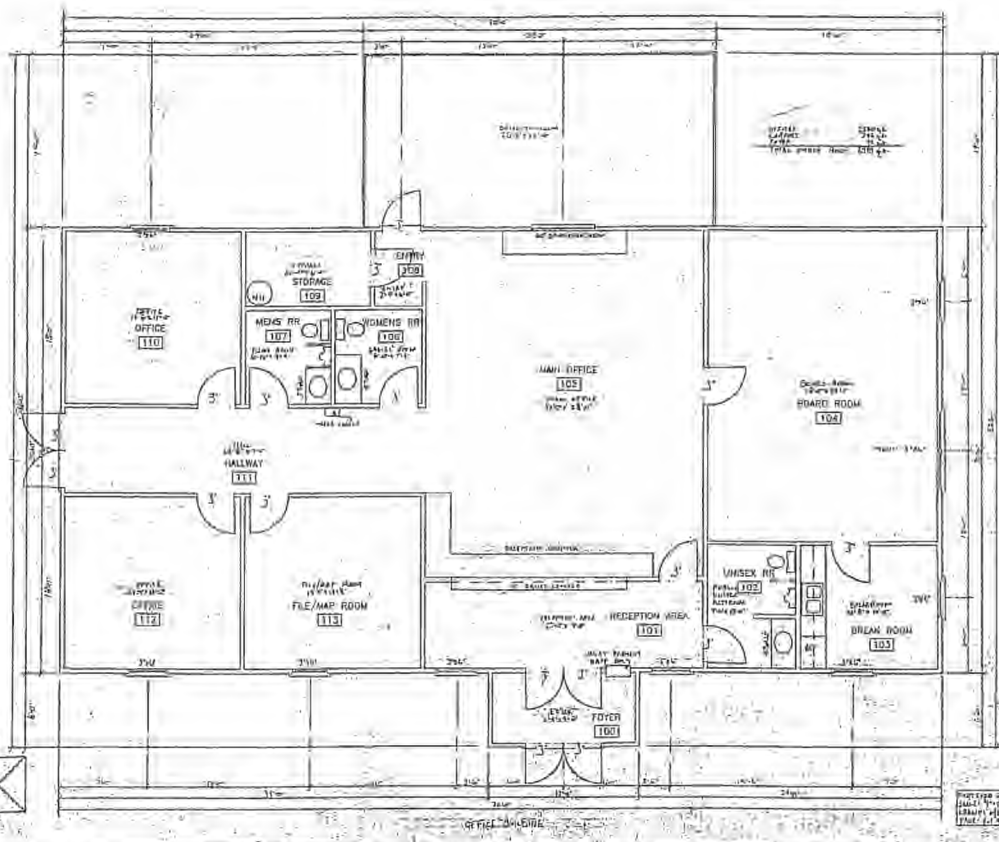
Clarifications:

1. Earthen spoils to remain on site.
2. We exclude builder’s risk insurance. We will need a copy of the builder’s risk policy for the project to provide to our subcontractors.
3. We do not include bonding.
4. No rock removal.
5. No provisions for unsuitable soils remediation work.
6. Our scope excludes any overtime work.
7. Allowances exclude builder’s overhead and profit.
8. The prices are subject to change based on final design and final pricing.
9. Prevailing Wages are included
10. Sales Tax is included.
11. Quotation is valid for thirty (30) days.
12. Geotechnical investigation is not included. We will need this in order to complete the final design of the foundations. A good budget would be \$4,000.00.
13. We include a one (1) year warranty.
14. No truck lane or encroachment work. The PRECC Daysville turning lane was a value of about \$75,000.00.
15. Telephone, Voice/Data system, not in contract (NIC).
16. Security system, not in contract (NIC).
17. Television/Cabling, not in contract (NIC).

**Our design-build proposal is.....\$780,300.00**  
**(Seven Hundred Eighty Thousand Three Hundred Dollars and no cents)**

Division	Description	Cost
1	General Conditions including, but not limited to supervision, safety, temporary phones, current and final cleanup, trash removal, prints, permit, trailers, etc.	\$98,976.00
2	Site work (gravel, dirt, fence, landscape, seeding)	\$110,268.00
3	Concrete	\$47,837.00
4	Masonry	\$40,139.00
5	Steel Lintels and Canopy Posts	\$3,065.00
6	Woods/Plastics	\$60,312.00
7	Thermal-Moisture Protection (roofing and insulation)	\$31,381.00
8	Doors/Windows	\$27,356.00
9	Finishes – Floors, Paint and Drywall	\$39,360.00
10	Specialties	\$3,328.00
11	Bank Equipment	\$16,315.00
12	Furnishings	\$0.00
13	Special Construction – Pre-Engineered Metal Building	\$82,362.00
14	Conveying Systems	\$0.00
15	Mechanical/Plumbing (HVAC is \$35,200.00)	\$98,854.00
16	Electrical	\$99,517.00
20	Engineering	\$21,230.00
	<b>TOTAL</b>	<b>\$780,300.00</b>





ROOM FINISH SCHEDULE

#	ROOM	SF	FLOOR	CEILING	WALLS	BASE	NOTES
100	OFFICE	84	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
101	RECEPTION AREA	154	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
102	UNISEX RESTROOM	70	12"x12" PORCELAIN TILE	PAINTED OVP BOARD	PAINTED GREEN BOARD W/ 12"x12" PORCELAIN TILE @ WAINSCOT	6" PORCELAIN	
103	BREAK ROOM	110	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
104	BOARD ROOM	152	CARPET	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
105	MALE OFFICE	84	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
106	WOMEN'S RESTROOM	62	12"x12" PORCELAIN TILE	PAINTED OVP BOARD	PAINTED GREEN BOARD W/ 12"x12" PORCELAIN TILE @ WAINSCOT	6" PORCELAIN	
107	MEN'S RESTROOM	62	12"x12" PORCELAIN TILE	PAINTED OVP BOARD	PAINTED GREEN BOARD W/ 12"x12" PORCELAIN TILE @ WAINSCOT	6" PORCELAIN	
108	ENTRY	22	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
109	STORAGE	10	CONCRETE	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
110	OFFICE	101	CARPET	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
111	HALLWAY	250	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
112	OFFICE	101	CARPET	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	
113	FILE/MAP ROOM	101	12"x12" VCT	PAINTED OVP BOARD	PAINTED OVP BOARD	4" VINYL	

	MANUFACTURER	PATTERN/STYLE	COLOR	SIZE	NOTES
CARPET	SHAW CONTRACT GROUP	3880	NECA-EST	36"x36"	
VCT	MANWORTH COMMERCIAL	ESSENTIALS	180-ETES-BLUE	12"x12"	
VINYL BASE	JOHNSEBATE	COLORMATCH	78-MEDIAN GRAY	1/4"	
PAINT	SHERWIN WILLIAMS	SW-9002	ALMA WHITE		ACRYLIC
	SHERWIN WILLIAMS	SW-4033	TRUDY-RED		ACRYLIC
	SHERWIN WILLIAMS	SW-9005	LEGURE BLUE		ACRYLIC
PORCELAIN TILE	AMERICAN OLEFIN	AMERICAN VALLEY	1801-MOSS GRAY	12"x12"x1/2" BTL	
MEMBRANE COORDINATIVE SURFACES	W2200T	SANTA ROSA PLUMATITE			VERTICAL SURFACES
PLASTIC LAMINATE	ARRISITE	P-203 CA	VAN DODD CHARCOAL		HORIZONTAL SURFACES

NOT FOR CONSTRUCTION  
DO NOT SCALE DRAWINGS

FIELD VERIFY ALL  
EXISTING CONDITIONS

PRELIMINARY

TODD COUNTY WATER DISTRICT

NEW BUILDING  
FRESH SCHEDULE



PROJECT NO. AC  
DRAWING NO.  
ORIGINAL DATE: 01.11.14  
JOB NO. R14-013

A-1.0

## 8. LABOR PLAN

Denham-Blythe Company has always been very aware of the benefits of utilizing the local labor forces on all of our construction projects regardless if they are located in Kentucky or in any other State. The reduced project cost of minimizing mileage and travel expenses in addition to lower shipping and handling costs can all add up to substantial project savings and reduced Client costs.

For this particular project, we have already solicited dozens of subcontractors and suppliers within Todd County and will be giving preference to those subcontractors that are local to Todd County since they can provide far better service and coverage than other companies located two or more counties away.

Most of the construction materials will also be procured within Todd County to ensure that as much of the construction monies as possible will benefit the local community.

Much of our in-house labor force resides in Todd County or the surrounding communities. In fact, two-thirds of the construction force from our Nashville office (which would be supporting this project) live in Kentucky, and of those Kentucky residents, more than 90% reside within two counties of Todd County.

In addition, both of our management personnel that we propose to assign to this project have Todd County roots. Daril Cardwell, our proposed Superintendent, actually lives in Todd County. Heath Doggett, who has been slated to perform the Project Management duties for this project went to High School in Todd County.



**ConsensusDocs™**  
BUILDING A BETTER WAY

**ConsensusDocs™ 410**  
**STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS**  
**BETWEEN OWNER AND DESIGN-BUILDER**  
**(Cost of the Work Plus a Fee with a GMP)**

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**ENDORSEMENT.** This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 400, Arlington, VA 22201, 866-925-DOCS (3627), [support@consensusdocs.org](mailto:support@consensusdocs.org) or [www.ConsensusDocs.org](http://www.ConsensusDocs.org).



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## ConsensusDocs 410

### STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Cost of the Work Plus a Fee with a GMP)



#### TABLE OF ARTICLES

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## AMENDMENT 1

### ARTICLE 1 AGREEMENT

Job Number: 14-257

This Agreement is made this 23rd day of May in the year 2014, by

and between the OWNER Todd County Water District

and the DESIGN-BUILDER Denham-Blythe Company, Inc.

Tax identification number (TIN) [REDACTED]

Contractor Licensing No., if applicable N/A

Design Professional Licensing No. in the state of the Project: Derek Brooks, AIA #4159;

Adam Jones, PE #27342 for services in connection with the following

PROJECT: New Office and Shop Complex

Notice to the Parties shall be given at the above addresses.

### ARTICLE 2 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP The Parties each agree to proceed with the Project on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the Dates of Substantial Completion and Final Completion if they are established by Amendment 1. The Design-Builder agrees to procure or furnish, as permitted by the Law, the design phase services and construction phase services as set forth below.

2.1.1 The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.1.2 Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

2.1.3 The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoid conflicts of interest and discloses promptly any to the other Party, and (b) warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.2 DESIGN-PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as the Design-Professional. If the Design-Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate



agreement between the Design-Builder and the Design-Professional. The Design-Professionals for the Project are Derek Brooks, AIA and Adam Jones, PE, employees of Denham-Blythe Company Inc.

## 2.3 DEFINITIONS

2.3.1 "Agreement" means this ConsensusDocs 410 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Cost of the Work Plus a Fee with a GMP), as modified, amendments, exhibits, addenda, and attachments made part of this agreement upon its execution.

2.3.2 The following exhibits are a part of this Agreement:

- Exhibit A: Basis of Design/Owner Program – Owners RFP, dated 1/9/14.
- Exhibit B: Labor Relations – Prevailing Wages Attachment
- Exhibit C: Proposal Letter dated 2/21/14.
- Exhibit D: Outline Specifications dated 2/21/14.
- Exhibit E: Preliminary Schedule dated 5/23/14.
- Exhibit F: Drawing List - DCRN #B

2.3.3 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.4 A "Change Order" is a written order signed by the Owner and the Design-Builder after execution of this Agreement, indicating changes in the scope of the Work, Cost of the Work or Contract Time, including substitutions proposed by the Design-Builder and accepted by the Owner.

2.3.5 The "Contract Documents" consist of those documents identified in section 15.1.

2.3.6 The "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.7 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.3.8 "Day" means calendar day.

2.3.9 "Date of Commencement" is as provided for in section 6.1

2.3.10 "Design-Builder's Fee" means the compensation paid to the Design-Builder for salaries and other mandatory or customary compensation of the Design-Builder's employees at its principal and branch offices except employees listed in subsection 8.2.2, general and administrative expenses of the Design-Builder's principal and branch offices other than the field office, and the Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work, and profit.

2.3.11 "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.3.12 "Final Completion" occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.



2.3.13 "Laws" mean federal, state and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Design-Builder must comply that are enacted as of the Agreement date.

2.3.14 "Material Supplier" is a person or entity retained by the Design-Builder to provide material and equipment for the Work.

2.3.15 "Others" means other contractors and all persons at the Worksite who are not employed by Design-Builder, its Subcontractors or Material Suppliers.

2.3.16 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in the Design-Builder's principal and branch offices; (b) general and administrative expenses of the Design-Builder's principal and branch offices including charges against the Design-Builder for delinquent payments; and (c) the Design-Builder's capital expenses, including interest on capital used for the Work.

2.3.17 The "Owner" is the person or entity identified in ARTICLE 1, and includes the Owner's Representative.

2.3.18 The "Owner's Program" is an initial description of the Owner's objectives that may include budget and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.3.19 The "Parties" are collectively the Owner and the Design-Builder.

2.3.20 The "Project," as identified in ARTICLE 1, is the building, facility or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include Improvements to be undertaken by the Owner or Others.

2.3.21 A "Subcontractor" is a person or entity retained by the Design-Builder as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design-Professional or any separate contractor employed by the Owner or any separate contractor's subcontractors.

2.3.22 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Design-Builder's obligations are sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and the Design-Builder. The certificate shall state the respective responsibilities of the Owner and the Design-Builder for security, maintenance, heat, utilities, or damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction, within the timeframe, if any, established in Amendment 1 for the date of Final Completion.

2.3.23 "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or another Subsubcontractor to perform any portion of the Subcontractor's work.

2.3.24 "Terrorism" means a violent act, or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.25 The "Work" is the Design Phase services procured or furnished in accordance with section 3.1, the GMP Proposal provided in accordance with section 3.2, the Construction Phase services provided in accordance with section 3.3, Additional services that may be provided in section 3.9, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.3.26 "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

### ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Owner's Program, as such Program may be modified by the Owner during the course of the Work. The Design-Builder shall exercise reasonable skill and judgment in the performance of its services consistent with the team relationship described in section 2.1, but does not warrant nor guarantee schedules and estimates other than those that are part of the GMP proposal.

The Design-Builder and the Owner may establish a fast-track approach to the design and construction services necessary to complete the Project. Such agreement establishing a fast-track approach and the Schedule of the Work shall be included as an exhibit to this Agreement. In the absence of such agreement, the Parties shall proceed in accordance with sections 3.1 and 3.3 below.

#### 3.1 DESIGN PHASE SERVICES

3.1.1 PRELIMINARY EVALUATION The Design-Builder shall review the Owner's Program to ascertain the requirements of the Project and shall verify such requirements with the Owner. The Design-Builder's review shall also provide to the Owner a preliminary evaluation of the site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, the environment and energy use, as well as information regarding Laws and requirements. The Design-Builder shall also propose alternative architectural, civil, structural, mechanical, electrical and other systems for review by the Owner, to determine the most desirable approach on the basis of cost, technology, quality and speed of delivery. The Design-Builder will also review existing test reports but will not undertake any independent testing nor be required to furnish types of information derived from such testing in its Preliminary Evaluation. Based upon its review and verification of the Owner's Program and other relevant information the Design-Builder shall provide a Preliminary Evaluation of the Projects feasibility for the Owner's acceptance. The Design-Builder's Preliminary Evaluation shall specifically identify any deviations from the Owner's Program.

3.1.2 PRELIMINARY SCHEDULE The Design-Builder shall prepare a preliminary schedule of the Work. The Owner shall provide written approval of milestone dates established in the preliminary schedule of the Work. The schedule shall show the activities of the Owner, the Design-Professional





and the Design-Builder necessary to meet the Owner's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to the Owner in writing.

**3.1.3 PRELIMINARY ESTIMATE** When sufficient Project information has been identified, the Design-Builder shall prepare for the Owner's acceptance a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the Owner's budget, the Design-Builder shall make recommendations to the Owner.

**3.1.4 SCHEMATIC DESIGN DOCUMENTS** The Design-Builder shall submit for the Owner's written approval Schematic Design Documents, based on the agreed upon Preliminary Evaluation. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. One set of these documents shall be furnished to the Owner. When the Design-Builder submits the Schematic Design Documents the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design-Builder's Preliminary Evaluation, schedule and estimate. The Design-Builder shall update the preliminary schedule and estimate based on the Schematic Design Documents.

**3.1.5 PLANNING PERMITS** The Design-Builder shall obtain and the Owner shall pay for all planning permits necessary for the construction of the Project.

**3.1.6 DESIGN DEVELOPMENT DOCUMENTS** The Design-Builder shall submit for the Owner's written approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. One set of these documents shall be furnished to the Owner. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents. The Design-Builder shall update the schedule and estimate based on the Design Development Documents.

**3.1.7 CONSTRUCTION DOCUMENTS** The Design-Builder shall submit for the Owner's written approval Construction Documents based on the approved Design Development Documents. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications based upon Laws enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents. Construction shall be in accordance with these approved Construction Documents. One set of these documents shall be furnished to the Owner prior to commencement of construction. If a GMP has not been established, the Design-Builder shall prepare a further update of the schedule and estimate based on the Construction Documents.

**3.1.8 OWNERSHIP OF DOCUMENTS**



3.1.8.1 OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design-Professional, Subcontractors or consultants and distributed to the Owner for this Project, upon the making of final payment to the Design-Builder or, in the event of termination under ARTICLE 12, upon payment for all sums due to Design-Builder pursuant to ARTICLE 12.

3.1.8.2 COPYRIGHT The Parties agree that the Owner shall obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by the subsection above and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with the Design-Builder.

3.1.8.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 12, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under this section, provided payment has been made pursuant to subsection 3.1.8.1.

3.1.8.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Owner may reuse, reproduce or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite. The Owner's use of the Documents without the Design-Builder's involvement or on other projects is at the Owner's sole risk, except for the Design-Builder's indemnification obligations, and the Owner shall indemnify and hold harmless the Design-Builder, its Design-Professional, Subcontractors and consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

3.1.8.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under subsection 3.1.8.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.8.6 The Design-Builder shall obtain from its Design-Professional, Subcontractors and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

## 3.2 GUARANTEED MAXIMUM PRICE (GMP)

3.2.1 GMP PROPOSAL At such time as the Owner and the Design-Builder jointly agree, the Design-Builder shall submit a GMP Proposal in a format acceptable to the Owner. Unless the Parties mutually agree otherwise, the GMP shall be the sum of the estimated Cost of the Work as defined in ARTICLE 8 and the Design-Builder's Fee as defined in ARTICLE 7. The GMP is subject



to modification as provided in ARTICLE 9. The Design-Builder does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.2.1.1 If the Design-Build Documents are not complete at the time the GMP Proposal is submitted to the Owner, the Design-Builder shall provide in the GMP for further development of the Design-Build Documents consistent with the Owner's Program. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which if required, shall be incorporated by Change Order.

3.2.2 BASIS OF GUARANTEED MAXIMUM PRICE The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:

3.2.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.2.2.2 a list of allowances and a statement of their basis;

3.2.2.3 a list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.2.2.4 the Date of Substantial Completion and the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion and the Date of Final Completion is based;

3.2.2.5 a schedule of applicable alternate prices;

3.2.2.6 a schedule of applicable unit prices;

3.2.2.7 a statement of Additional services included, if any;

3.2.2.8 the time limit for acceptance of the GMP proposal;

3.2.2.9 the Design-Builder's contingency as provided in subsection 3.2.7;

3.2.2.10 a statement of any work to be self-performed by the Design-Builder; and

3.2.2.11 a statement identifying all patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work that are likely to require the payment of royalties or license fees.

3.2.3 REVIEW AND ADJUSTMENT TO GMP PROPOSAL The Design-Builder shall meet with the Owner to review the GMP Proposal. If the Owner has any comments relative to the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give prompt written notice of such comments or findings to the Design-Builder, who shall make appropriate adjustments to the GMP, its basis or both.



3.2.4 ACCEPTANCE OF GMP PROPOSAL Upon acceptance by the Owner of the GMP Proposal, the GMP and its basis shall be set forth in Amendment 1.

3.2.5 FAILURE TO ACCEPT THE GMP PROPOSAL Unless the Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies the Design-Builder, the GMP Proposal shall not be effective. If the Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, the Owner shall have the right to:

3.2.5.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted in accordance with subsection 3.2.4;

3.2.5.2 direct the Design-Builder to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.2.5.3 terminate the Agreement for convenience. In the absence of a GMP the Parties may establish a Date of Substantial Completion and a Date of Final Completion.

3.2.6 PRE-GMP WORK Prior to the Owner's acceptance of the GMP Proposal, the Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Owner may specifically authorize in writing.

3.2.7 DESIGN-BUILDER'S CONTINGENCY The GMP Proposal will contain, as part of the estimated Cost of the Work, the Design-Builder's Contingency, a sum mutually agreed upon and monitored by the Design-Builder and the Owner to cover costs which are properly reimbursable as a Cost of the Work but are not the basis for a Change Order. The Design-Builder's Contingency shall not be used for changes in scope or for any item that would be the basis for an increase in the GMP. The Design-Builder shall provide the Owner with a contemporaneous accounting of charges against the Design-Builder's Contingency, if applicable, with each application for payment.

3.2.8 COST REPORTING The Design-Builder shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The Design-Builder shall maintain a complete set of all books and records prepared or used by the Design-Builder with respect to the Project. The Design-Builder's records supporting its performance and billings under this Agreement shall be current, complete and accurate and maintained according to Generally Accepted Accounting Principles. The Owner shall be afforded reasonable access during normal business hours to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.8.1 The Design-Builder agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee them.

### 3.3 CONSTRUCTION PHASE SERVICES

3.3.1 The Construction Phase will commence upon the issuance by the Owner of a written notice to proceed with construction. If construction commences prior to execution of Amendment No. 1, the



Design-Builder shall prepare for the Owner's written approval a list of the documents that are applicable to the part of the Work which the Owner has authorized, which list shall be included in the Owner's written notice to proceed.

3.3.2 In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools, and subcontracted items.

3.3.3 COMPLIANCE WITH LAWS The Design-Builder shall give all notices and comply with all Laws at its own costs. The Design-Builder shall be liable to the Owner for all loss, cost and expense, attributable to any acts or omissions by the Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including, fines, penalties or corrective measures. However, liability under this subsection shall not apply if notice to the Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3.3.3.1 CHANGES IN LAW In the event any changes in Laws, including taxes, which were not reasonably anticipated and then enacted after either the date of this Agreement or the date a GMP Proposal is accepted by the Owner and set forth in Amendment No. 1 to this Agreement, whichever occurs later, the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, shall be equitably adjusted by Change Order.

3.3.4 The Design-Builder shall obtain and the Design-Builder shall pay for the building permits necessary for the construction of the Project.

3.3.5 The Design-Builder shall provide periodic written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and the Design-Builder.

3.3.6 The Design-Builder shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the Owner at mutually agreeable intervals.

3.3.7 The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

3.3.8 The Design-Builder shall prepare and submit to the Owner either:

updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.



3.4 SCHEDULE OF THE WORK The Design-Builder shall prepare and submit a schedule of work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The schedule shall be revised as required by the conditions of the Work.

### 3.5 SAFETY OF PERSONS AND PROPERTY

3.5.1 SAFETY PRECAUTIONS AND PROGRAMS The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.5.2 The Design-Builder shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

3.5.2.1 its employees and other persons at the Worksite;

3.5.2.2 materials, supplies and equipment stored at the Worksite for use in performance of the Work; and

3.5.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.5.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE The Design-Builder shall designate an individual at the Worksite in the employ of the Design-Builder who shall act as the Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will report promptly in writing all recordable accidents and injuries occurring at the Worksite to the Owner. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner. Our Safety Director is Sam Boley (859-255-7405).

3.5.4 The Design-Builder shall provide the Owner with copies of all notices required of the Design-Builder by Law. The Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.5.5 Damage or loss not insured under property insurance that arises from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-Builder, or anyone for whose acts the Design-Builder may be liable, shall be promptly remedied by the Design-Builder. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-Builder shall be promptly remedied by the Owner.

3.5.6 If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-Builder's safety program, may require the Design-Builder to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-Builder does not adopt corrective measures, the Owner may perform them and reduce by the costs of the corrective measures the amount of the GMP, or in the absence of a GMP, the Cost of the Work as provided in ARTICLE 8. The Design-Builder agrees to make no claim for damages,



for an increase in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion based on the Design-Builder's compliance with the Owner's reasonable request.

3.6 EMERGENCIES In any emergency affecting the safety of persons or property, the Design-Builder shall act in a reasonable manner to prevent threatened damage, injury or loss. Any change in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as provided for in ARTICLE 9.

### 3.7 HAZARDOUS MATERIALS

3.7.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up. The Design-Builder shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.7.2 After commencing the Work, if Hazardous Material is discovered at the Project, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall promptly report the condition to the Owner and, if required, the governmental agency with jurisdiction.

3.7.3 The Design-Builder shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.7.4 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.7.5 If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion.

3.7.6 To the extent permitted under section 6.5 and to the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors, Material Suppliers and Sub-subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless the Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors and employees of each of them, from and against all claims, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, costs and



expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.7.7 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

3.7.8 During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this section for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.7.9 Section 3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

### 3.8 WARRANTY

3.8.1 The Design-Builder warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the Date of Substantial Completion of the Work or of a designated portion.

3.8.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. To the extent products, equipment, systems or materials incorporated in the Work are specified by the Owner but purchased by the Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by the Design-Builder, the Design-Builder shall assist the Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 The Design-Builder shall secure required certificates of inspection, testing or approval and deliver them to the Owner.

3.8.4 The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.8.5 With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

### 3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties





required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Design-Builder in writing. Unless the Owner provides written acceptance of the condition, the Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Design-Builder or give the Design-Builder an opportunity to test or correct Defective Work as reasonably requested by the Design-Builder, the Owner waives the Design-Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Design-Builder.

3.9.3 If the Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due the Design-Builder. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

3.9.4 The Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Design-Builder and allow the Design-Builder an opportunity to correct the Work if the Design-Builder elects to do so. If the Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Design-Builder does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Design-Builder, the Owner shall promptly provide the Design-Builder with an accounting of correction costs it incurs.

3.9.5 If the Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Design-Builder's other obligations under the Contract Documents.

3.9.7 Prior to final payment, at the Owner's option and with the Design-Builder's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.



3.10 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, the Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors and the Design-Professional as is necessary for the performance of the Work, or use for its own benefit any of the Owner's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the Design-Builder or which the Design-Builder may acquire in connection with the Work. The Owner shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to the Owner in connection with the performance of this Agreement. The Owner and the Design-Builder shall each specify those items to be treated as confidential and shall mark them as "Confidential." In the event of a legal compulsion or other order seeking disclosure of any Confidential Information, the Design-Builder or Owner, as the case may be, shall promptly notify the other party to permit that party's legal objection, if necessary.

3.11 ADDITIONAL SERVICES The Design-Builder shall provide or procure the following Additional services upon the request of the Owner. A written agreement between the Owner and the Design-Builder shall define the extent of such Additional services before they are performed by the Design-Builder. If a GMP has been established for the Work or any portion of the Work, such Additional services shall be considered a Change in the Work, unless they are specifically included in the statement of the basis of the GMP as set forth in Amendment 1.

3.11.1 Development of the Owner's Program, establishing the Project budget, investigating sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.

3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing.

3.11.3 Surveys, site evaluations, legal descriptions and aerial photographs.

3.11.4 Appraisals of existing equipment, existing properties, new equipment and developed properties.

3.11.5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.

3.11.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.11.7 Investigation or making measured drawings of existing conditions or the reasonably required verification of the Owner-provided drawings and information.

3.11.8 Artistic renderings, models and mockups of the Project or any part of the Project or the Work.

3.11.9 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Work.

3.11.10 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.

3.11.11 Making revisions to the Schematic Design, Design Development, Construction Documents or documents forming the basis of the GMP after they have been approved by the Owner, and which are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Material Suppliers, Subsubcontractors or the Design-Professional.

3.11.12 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of the Work.

3.11.13 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder.

3.11.14 The premium portion of overtime work ordered by the Owner, including productivity impact costs, other than that required by the Design-Builder to maintain the Schedule of Work.

3.11.15 Out-of-town travel by the Design-Professional in connection with the Work, except between the Design-Professional's office, the Design-Builder's office, the Owner's office and the Worksite.

3.11.16 Obtaining service contractors and training maintenance personnel, assisting and consulting in the use of systems and equipment after the initial start-up.

3.11.17 Services for tenant or rental spaces not a part of this Agreement.

3.11.18 Services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice.

3.11.19 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.11.20 Document reproduction exceeding the limits provided for in this Agreement.

3.11.21 Providing services relating to Hazardous Material discovered at the Worksite.

3.11.22 Other services as agreed to by the Parties and identified in an attached exhibit.

3.12 DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's representative. The Design-Builder's Representative is Heath Doggett.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of the Design-Builder, the Owner shall provide the Design-Builder evidence of Project financing. Evidence



of such financing shall be a condition precedent to the Design-Builder's commencing or continuing the Work. The Design-Builder shall be notified prior to any material change in Project financing.

**4.3 WORKSITE INFORMATION** To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, the Owner shall provide at the Owner's expense and with reasonable promptness:

4.3.1 information describing the physical characteristics of the site, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions and environmental studies, reports and investigations; Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Design-Builder in laying out the Work.

4.3.2 tests, inspections and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by Law; and

4.3.3 any other information or services requested in writing by the Design-Builder which are required for the Design-Builder's performance of the Work and under the Owner's control.

**4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving the Design-Builder's written request, the Owner shall provide the Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property interests of the Worksite and the record legal title.

#### **4.5 RESPONSIBILITIES DURING DESIGN PHASE**

4.5.1 The Owner shall provide the Owner's Program at the inception of the Design Phase and shall review and timely approve in writing schedules, estimates, Preliminary Estimate, Schematic Design Documents, Design Development Documents and Construction Documents furnished during the Design Phase, and the GMP Proposal.

#### **4.6 RESPONSIBILITIES DURING CONSTRUCTION PHASE**

4.6.1 The Owner shall review the Schedule of the Work as and timely approve the milestone dates set forth.

4.6.2 If the Owner becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Design-Builder. The failure of the Owner to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.



4.6.3 The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design-Professional.

4.6.4 The Owner shall provide insurance for the Project as provided in ARTICLE 11.

4.7 OWNER'S REPRESENTATIVE The Owner's Representative is John Haley. The Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of the Owner in a timely manner; and (c) have the authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing in advance.

4.8 TAX EXEMPTION If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall indemnify and hold the Design-Builder harmless for all liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

4.9 ELECTRONIC DOCUMENTS If the Owner requires that the Owner and Design-Builder exchange documents and data in electronic or digital form, prior to any such exchange, the Owner and the Design-Builder shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addenda, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software and services; (d) acceptable formats, transmission methods and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

## ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Design-Professional.

5.1 RETAINING SUBCONTRACTORS The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to compensate the Design-Builder for any additional costs incurred by the Design-Builder as a result of such objection. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACT

5.3.1 If this Agreement is terminated, each subcontract agreement shall be assigned by the Design-Builder to the Owner, subject to the prior rights of any surety, provided that:

5.3.1.1 this Agreement is terminated by the Owner pursuant to sections 12.2 or 12.3; and



5.3.1.2 the Owner accepts such assignment, after termination by notifying the Subcontractor and the Design-Builder in writing, and assumes all rights and obligations of the Design-Builder pursuant to each subcontract agreement.

5.3.2 If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

5.4 BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Sub-subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors' or Material Suppliers' portions of the Work.

## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below. The Work shall proceed in general accordance with the approved schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 (11/30/14) to this Agreement subject to adjustments as provided for in the Contract Documents. The Owner and the Design-Builder may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as a GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1.

6.2.1 The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.2.2 Time is of the essence for this Agreement and the Contract Documents.

6.2.3 Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance to be provided by the Design-Builder or the Owner as required by the Contract Documents.

### 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Design-Builder, the Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of the Design-Builder include, but are not limited to, the following: (a) acts or omissions of the Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials unanticipated by the Design-Builder, or concealed or unknown conditions; (d) delay authorized by the Owner pending dispute resolution or suspension by the Owner under section 12.1; (e) transportation delays not reasonably



foreseeable; (f) labor disputes not involving the Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. The Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if the Design-Builder incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, the Design-Builder shall be entitled to an equitable adjustment in the GMP subject to section 6.5.

6.3.3 If delays to the Project are encountered for any reason, the Parties agree to take reasonable steps to mitigate the effect of such delays.

## 6.4 LIQUIDATED DAMAGES

6.4.1 **SUBSTANTIAL COMPLETION** The Owner and the Design-Builder agree that this Agreement shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.4.1.1 The Design-Builder understands that if the Date of Substantial Completion established by Amendment 1, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Owner zero dollars (\$0.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Substantial Completion.

6.4.2 **FINAL COMPLETION** The Owner and the Design-Builder agree that this Agreement shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.4.3 The Design-Builder understands that if the Date of Final Completion established by this Amendment 1 is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Owner zero dollars (\$0.00) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.4.4 **OTHER LIQUIDATED DAMAGES** The Owner and the Design-Builder may agree upon the imposition of liquidated damages based on other project milestones or performance requirements. Such agreement shall be included as an exhibit to this Agreement.

6.5 **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.4 and excluding losses covered by insurance



required by the Contract Documents, the Owner and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. ~~The following items of damages are excluded from this mutual waiver: [\_\_\_\_\_]~~

6.5.1 The Owner and the Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

## ARTICLE 7 COMPENSATION

### 7.1 DESIGN PHASE COMPENSATION

7.1.1 To the extent required by Laws, the cost of services performed directly by the Design-Professional is computed separately and is independent from the Design-Builder's compensation for work or services performed directly by the Design-Builder; these costs shall be shown as separate items on applications for payment. If any Design-Professional is retained by the Design-Builder, the payments to the Design-Professional shall be as detailed in a separate agreement between the Design-Builder and the Design-Professional.

7.1.2 The Owner shall compensate the Design-Builder for services performed during the Design Phase, including preparation of a GMP Proposal, if applicable, as follows: per Consensus Doc 400

7.1.3 Compensation for Design Phase services, as part of the Work, shall include the Design-Builder's Fee, paid in proportion to the services performed, subject to adjustment.

7.1.4 Compensation for Design Phase services shall be equitably adjusted if such services extend beyond 6/30/14 from the date of this Agreement for reasons beyond the reasonable control of the Design-Builder or as provided in section 9.1. For changes in Design Phase services, compensation shall be adjusted as follows:

7.1.5 Within twenty-five (25) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.





7.1.6 If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

7.1.7 Payments due pursuant to subsection 7.1.5, may bear interest from the date payment is due at the prime rate prevailing at the location of Project.

## 7.2 CONSTRUCTION PHASE COMPENSATION

7.2.1 The Owner shall compensate the Design-Builder for Work performed following the commencement of the Construction Phase on the following basis:

7.2.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.1.2 the Design-Builder's Fee paid in proportion to the services performed subject to adjustment.

7.2.2 The compensation to be paid under this section shall be limited to the GMP established in Amendment 1, which may be adjusted under ARTICLE 9.

7.2.3 Payment for Construction Phase services shall be as set forth in ARTICLE 10. If Design Phase services continue to be provided after construction has commenced, the Design-Builder shall continue to be compensated as provided in section 7.1, or as mutually agreed.

7.3 DESIGN-BUILDER'S FEE The Design-Builder's Fee shall be as follows, subject to adjustment as provided in section 7.4:

7.4 ADJUSTMENT IN THE DESIGN-BUILDER'S FEE Adjustment in the Design-Builder's Fee shall be made as follows:

7.4.1 for changes in the Work as provided in ARTICLE 9, the Design-Builder's Fee shall be adjusted as follows:

7.4.2 for delays in the Work not caused by the Design-Builder, except as provided in subsection 6.3.2, there will be an equitable adjustment in the Design-Builder's Fee to compensate the Design-Builder for increased expenses; and

7.4.3 if the Design-Builder is placed in charge of managing the replacement of an insured or uninsured loss, the Design-Builder shall be paid an additional fee in the same proportion that the Design-Builder's Fee bears to the estimated Cost of the Work for the replacement.

## ARTICLE 8 COST OF THE WORK

The Owner agrees to pay the Design-Builder for the Cost of the Work as defined in this article. This payment shall be in addition to the Design-Builder's Fee stipulated in section 7.3.

### 8.1 COST ITEMS FOR DESIGN PHASE SERVICES



8.1.1 Compensation for Design Phase services as provided in section 7.1.

8.1.2 Preliminary cost is based on last proposal dated 2-21-14 (Exhibit D)

## 8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Wages paid for labor in the direct employ of the Design-Builder in the performance of the Work.

8.2.2 Salaries of the Design-Builder's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office performing the functions listed below:

8.2.3 Cost of all employee benefits and taxes including but not limited to workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Design-Builder's standard personnel policy, insofar as such costs are paid to employees of the Design-Builder who are included in the Cost of the Work under subsections 8.2.1 and 8.2.2.

8.2.4 Reasonable transportation, travel, hotel and moving expenses of the Design-Builder's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by the Owner, transportation, storage and handling.

8.2.6 Payments made by the Design-Builder to Subcontractors for work performed under this Agreement.

8.2.7 Fees and expenses for design services procured or furnished by the Design-Builder except as provided by the Design-Professional and compensated in section 7.1.

8.2.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of the Design-Builder.

8.2.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from the Design-Builder or Others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third-parties shall be reimbursed at actual cost. Rentals from the Design-Builder or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.10 Cost of the premiums for all insurance and surety bonds which the Design-Builder is required to procure or deems necessary, and approved by the Owner, including any additional premium incurred as a result of any increase in the GMP.



8.2.11 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Design-Builder is liable.

8.2.12 Permits, fees, licenses, tests, and royalties.

8.2.13 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work or redesign during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such corrective work or redesign did not arise from the Design-Builder's negligence.

8.2.14 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.

8.2.15 Reproduction costs, photographs, facsimile transmissions, long-distance telephone calls, data processing services, postage, express delivery charges, data transmission, telephone service, and computer-related costs at the Worksite, to the extent such items are used and consumed in the performance of the Work or are not capable of use after completion of the Work.

8.2.16 All water, power and fuel costs necessary for the Work.

8.2.17 Cost of removal of all non-hazardous substances, debris and waste materials.

8.2.18 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.19 Legal, mediation and arbitration fees and costs, other than those arising from disputes between the Owner and the Design-Builder, reasonably and properly resulting from the Design-Builder's performance of the Work.

8.2.20 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Design-Builder's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to the Owner to the extent such payments are made directly by the Owner. To the extent payments are made with funds of the Design-Builder, all cash discounts shall accrue to the Design-Builder. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## ARTICLE 9 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Order, Interim Directed Change, or a minor change in the work, subject to the limitations stated in the Contract Documents.

### 9.1 CHANGE ORDER

9.1.1 The Design-Builder may request or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions to the GMP or the estimated cost of the work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final



Completion being adjusted accordingly. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article.

9.1.2 Each adjustment in the GMP or estimated Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase services, other Cost of the Work and the Design-Builder's Fee, with the Design-Builder's Fee not to exceed eight percent (8%).

9.1.3 The Owner and the Design-Builder shall negotiate an appropriate adjustment to the GMP or the estimated Cost of the Work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the GMP, the estimated Cost of the Work, and compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.

9.1.4 NO OBLIGATION TO PERFORM The Design-Builder shall not be obligated to perform changes in the Work that impacts the GMP or the estimated Cost of the Work, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion until a Change Order has been executed or written Interim Directed Change has been issued.

## 9.2 INTERIM DIRECTED CHANGE

9.2.1 The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design Phase services.

9.2.2 The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, arising out of Interim Directed Change. As the changed Work is completed, the Design-Builder shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in applications for payment and shall be paid by Owner.

9.2.3 When the Owner and the Design-Builder agree upon the adjustments in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directed Changes on which the Owner and Construction Manager have reached agreement on the GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

## 9.3 MINOR CHANGES IN THE WORK



9.3.1 The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

9.3.2 The Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

9.4 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Design-Builder shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in this article.

#### 9.5 DETERMINATION OF COST

9.5.1 An increase or decrease in the GMP or estimated Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

9.5.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.5.1.2 a mutually accepted, itemized lump sum;

9.5.1.3 costs determined as defined in section 7.2 and ARTICLE 8 and a mutually acceptable Design-Builder's Fee as determined in subsection 7.4.1; or

9.5.2 If an increase or decrease in Contract Price or Contract Time cannot be agreed to as set forth in sections 9.5.1 above, and the Owner issues an Interim Directed Change, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the GMP, the Design-Builder's Fee shall be adjusted as set forth in subsection 7.4.1. In case of a net decrease in the GMP, the Design-Builder's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. The Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.5.3 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Design-Builder, such unit prices shall be equitably adjusted.

9.5.4 If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the



costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Design-Builder to proceed, the Design-Builder shall perform the disputed work and the Owner shall pay the Design-Builder fifty percent (50%) of its actual, direct cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

**9.6 CLAIMS FOR ADDITIONAL COST OR TIME** For any claim for an increase in the GMP, estimated Cost of the Work, the Design-Builder's Fee and the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after the Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. The Owner shall respond in writing denying or approving the Design-Builder's claim no later than fourteen (14) Days after receipt of the Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of the Design-Builder's claim. Any change in the GMP, estimated Cost of the Work, the Design-Builder's Fee, the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design Phase services, resulting from such claim shall be authorized by Change Order.

**9.7 INCIDENTAL CHANGES** The Owner may direct the Design-Builder to perform incidental changes in the Work upon concurrence with the Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

## **ARTICLE 10 PAYMENT FOR CONSTRUCTION PHASE SERVICES**

### **10.1 PROGRESS PAYMENTS**

10.1.1 On the twenty-fifth (25<sup>th</sup>) Day of each month after the Construction Phase has commenced, the Design-Builder shall submit to the Owner an application for payment consisting of the Cost of the Work performed up to the thirtieth (30<sup>th</sup>) Day of the month, along with a proportionate share of the Design-Builder's Fee. Prior to submission of the next application for payment, the Design-Builder shall furnish to the Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between the Owner and the Design-Builder.

10.1.2 Within fifteen (15) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in



whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount then, within fifteen (15) Days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.

10.1.3 If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by the Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.

10.1.4 Payments due but unpaid pursuant to subsection 10.1.2, less any amount retained pursuant to sections 10.2 and 10.3 may bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

10.1.5 The Design-Builder warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as liens.

10.1.6 The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

10.1.7 Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Cost of the Work, compensation for Design Phase services and the Design-Builder's Fee, less one-hundred-fifty percent (150%) of the cost of completing any unfinished items as agreed to between the Owner and the Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

10.1.8 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the worksite.

10.2 RETAINAGE From each progress payment made prior to the time of Substantial Completion, the Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 10.3, and in no event shall such percentage exceed any applicable statutory requirements. If the Owner chooses to use this retainage provision:



10.2.1 after the Work is fifty percent (50%) complete, the Owner shall withhold no additional retainage and shall pay the Design-Builder the full amount due on account of subsequent progress payments;

10.2.2 the Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.3 the Owner may release retainage on that portion of the Work a Subcontractor has completed, in whole or in part, and which work the Owner has accepted;

10.2.4 in lieu of retainage, the Design-Builder may furnish a retention bond or other security interest acceptable to the Owner, to be held by the Owner.

10.3 ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT The Owner may adjust or reject an application for payment or nullify a previously approved Design-Builder application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

10.3.1 the Design-Builder's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner or Others to whom the Owner may be liable;

10.3.3 the Design-Builder's failure to properly pay the Design-Professional, Subcontractors or Material Suppliers for labor, materials, equipment or supplies furnished in connection with the Work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;

10.3.4 Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the GMP is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving the Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Design-Builder furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, the Owner shall give written notice to the Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Design-Builder in order to receive payment. When the above reasons for disapproving or





nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

#### 10.4 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

10.4.1 Portions of the Work that are completed or partially completed may be used or occupied by the Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Design-Builder shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

#### 10.5 FINAL PAYMENT

10.5.1 Final Payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase services and the Design-Builder's Fee, shall be due and payable when the work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

10.5.2 In making final payment the Owner waives all claims except for:

10.5.2.1 outstanding liens;

10.5.2.2 improper workmanship or defective materials appearing within one year after the Date of Substantial Completion;

10.5.2.3 work not in conformance with the Contract Documents; and

10.5.2.4 terms of any special warranties required by the Contract Documents.

10.5.3 In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

### ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

#### 11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees (the Indemnitees) from all claims for bodily injury and property damage other than to the Work itself and other property required to be insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees. The Design-Builder shall be entitled to reimbursement of any defense costs paid



above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

11.1.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Owner or Others, but only to the extent caused by the negligent acts or omissions of the Owner or Others. The Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Design-Builder, anyone directly or indirectly employed by the Design-Builder or anyone for whose acts the Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Design-Builder under workers' compensation acts, disability benefit acts or other employee benefit acts.

11.1.4 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's Officers, Directors, Members, Consultants, Agents, and Employees (the Indemnitees) from any claim, demand, action or cause of action whatsoever by any governmental entity or private person, claiming a violation in anyway of laws requiring the payment of certain wages (sometimes known as a prevailing wage), including, but not limited to Kentucky's prevailing wage law; the Davis-Bacon Act; or, any other state or federal law which provides for the compensation or wages of employees, for employees' hours of work or overtime compensation. The Owner shall be entitled to reimbursement of any defense costs, legal fees, fines or penalties incurred as a result of the Design-Builder's violation of Kentucky's prevailing wage law; the Davis-Bacon act; or any other state or federal law which provides for the compensation of wages for employee, for employee's hours of work or overtime compensation.

## 11.2 DESIGN-BUILDER'S LIABILITY INSURANCE

11.2.1 Before commencing the Work and as a condition precedent to payment, the Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. The Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

### 11.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident
- (b) \$1,000,000 bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee



11.2.1.2 Business Automobile Liability Insurance per accident \$1,000,000.

11.2.1.3 Commercial General Liability Insurance

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$1,000,000
- (c) Products/completed operations aggregate \$2,000,000
- (d) Personal and advertising injury limit \$1,000,000

11.2.2 Employers' Liability, Business Automobile Liability and CGL coverage required under subsection 11.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

11.2.3 The Design-Builder shall maintain in effect all insurance coverage required under subsection 11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Design-Builder, or terminate this Agreement.

11.2.4 To the extent commercially available to the Design-Builder from its current insurance company, insurance policies required under subsection 11.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Design-Builder shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### 11.3 PROPERTY INSURANCE

11.3.1 Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Design-Builder, Subcontractors, Subsubcontractors, Material Suppliers and Design-Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship or material and material or equipment stored offsite, onsite or in transit. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Design-Builder, Subcontractors, Subsubcontractors, Material Suppliers and Design-Professional. This insurance shall remain in effect until final payment has been made or until no



person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

11.3.2 If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Design-Builder and the Design-Professional before the Work is commenced. The Design-Builder may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of Design-Builder's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

11.3.2.1 If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Design-Builder before the Work commences. The Design-Builder may then provide insurance to protect its interests and the interests of the Subcontractors and Subsubcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.

11.3.3 Owner and Design-Builder waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Design-Builder may have for the failure of the Owner to obtain and maintain property insurance in compliance with subsection 11.3.1.

11.3.4 To the extent of the limits of Design-Builder's CGL specified in subsection 11.2.1 or one million dollars (\$1,000,000.00), whichever is more, the Design-Builder shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of the Design-Builder, Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design-Builder until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

#### 11.4 OWNER'S INSURANCE

11.4.1 BUSINESS INCOME INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.

11.4.2 OWNER'S LIABILITY INSURANCE The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's acts or omissions.



## 11.5 ADDITIONAL LIABILITY COVERAGE

11.5.1 The Owner shall not require Design-Builder to purchase and maintain additional liability coverage, primary to Owner's coverage under subsection 11.4.2.

11.5.2 If required by the above subsection, the additional liability coverage required of the Design-Builder shall be

1. **NO - Additional Insured.** The Owner shall be named as an additional insured on the Design-Builder's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of the Design-Builder's Work for the Owner at the Worksite.

2. **NO - OCP.** The Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by the Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by the Owner directly or the costs may be reimbursed by Owner to Design-Builder by increasing the contract price to correspond to the actual cost required to purchase and maintain the coverage. Prior to commencement of the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that the Owner has been named as an additional insured, as applicable,

11.6 **ROYALTIES, PATENTS AND COPYRIGHTS** The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the Owner.

11.7 **PROFESSIONAL LIABILITY INSURANCE** The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

Practice Policy written for not less than one million dollars (\$1,000,000.00) per claim and in the aggregate with a deductible not to exceed one hundred thousand dollars (\$100,000.00). The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design-Professional. This coverage shall be continued in effect for one year(s) after the Date of Substantial Completion.

## 11.8 BONDING



Performance and Payment Bonds are required of the Design-Builder. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Owner. Owner's acceptance shall not be withheld without reasonable cause.

11.8.1 Such Performance Bond shall be issued in the penal sum equal to one-hundred percent (100%) of the:

GMP

Such Performance Bond shall cover the cost to complete the Work, but shall not cover any damages of the type specified to be covered by the insurance pursuant to sections 11.2 and 11.3, whether or not such insurance is provided or is in an amount sufficient to cover such damages.

11.8.2 The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond. The Design-Builder's Payment Bond for the Project, if any, shall be made available by the Owner or the Design-Builder upon the Subcontractor's written request.

11.8.3 Any increase in the GMP Price that exceeds ten percent [10%] in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent [10%] amount, the penal sum of the bond shall remain equal to one-hundred percent [100%] of the GMP or as otherwise provided in subsection 11.8.2. The Design-Builder shall endeavor to keep its surety advised of changes within the scope of the initial Agreement potentially impacting the GMP or the Dates of Substantial Completion or Final Completion, though the Design-Builder shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of the Design-Builder's Payment Bond for the Project, if any, shall be furnished by the Owner or the Design-Builder upon the Subcontractor's written request.

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

### 12.1 SUSPENSION BY THE OWNER FOR CONVENIENCE

12.1.1 The Owner may order the Design-Builder in writing to suspend, delay or interrupt all or any part of the Work without cause for its convenience.

12.1.2 Adjustments caused by suspension, delay or interruption shall be made for increases in the GMP, compensation for Design Phase services, the Design-Builder's Fee or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

### 12.2 TERMINATION BY THE OWNER FOR CAUSE

12.2.1 If the Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment, to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Design-Builder may be deemed in default. If the Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the



Owner shall give the Design-Builder and, if applicable, the surety, a second notice to correct the default within a three (3) Day period.

12.2.2 If the Design-Builder fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Design-Builder; and (d) as the Owner deems necessary, supply workers and materials, equipment and other facilities for the satisfactory correction of the default, and charge the Design-Builder the costs and expenses, including reasonable Overhead, profit and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Design-Builder, but shall give prompt written notice of such action to the Design-Builder following commencement of the action.

12.2.4 If the Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement, or if there has been a default and the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the bankruptcy code.

12.2.5 If the Owner exercises its rights under subsection 12.2.1 or 12.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the costs incurred by the Owner.

12.2.6 If the Owner terminates this Agreement for default, and it is later determined that the Design-Builder was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 12.3.

**12.3 TERMINATION BY OWNER FOR CONVENIENCE** If the Owner terminates this Agreement other than as set forth in section 12.2, the Owner shall pay the Design-Builder for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Design-Builder shall be paid an amount calculated set forth below: costs plus eight percent (8%).

12.3.1 If the Owner terminates this Agreement before commencing the Construction Phase, the Design-Builder shall be paid for the Design-Builder's Design Phase services provided to date as set forth in subsections 7.1.2 and 7.1.3, and a premium set forth below: costs plus eight percent (8%).

12.3.2 If the Owner terminates this Agreement after commencement of the Construction Phase, the Design-Builder shall be paid for the Construction Phase services provided to date pursuant to subsection 7.2.1 and a premium set forth below: costs plus eight percent (8%).

12.3.3 The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, the Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal



assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required papers.

## 12.4 TERMINATION BY THE DESIGN-BUILDER

12.4.1 Upon seven (7) Days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

12.4.1.1 if the Work has been stopped for a thirty (30) Day period

- a. under court order or order of other governmental authorities having jurisdiction; or
- b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Design-Builder, materials are not available;

12.4.1.2 if the Work is suspended by the Owner for thirty (30) consecutive Days;

12.4.1.3 if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with subsection 4.2 of this Agreement.

12.4.2 If the Owner has for thirty (30) Days failed to pay the Design-Builder pursuant to subsection 10.1.2, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Design-Builder may terminate this Agreement.

12.4.3 Upon termination by the Design-Builder in accordance with this section, the Design-Builder shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Design-Builder shall be paid an amount calculated as set forth either in subsection 12.3.1 or 12.3.2, depending on when the termination occurs, and subsection 12.3.3.

## ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of





first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

13.3 MITIGATION If the Parties select one of the dispute mitigation procedures below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in section 13.5. The Parties agree that the dispute mitigation procedure shall be:

#### Project Neutral

13.3.1 MITIGATION PROCEDURES The Project Neutral/Dispute Review Board (Neutral/Board) shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of the Neutral's/Board's responsibilities. The costs and expenses of the Neutral/Board shall be shared equally by the Parties. The Neutral/Board shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral/Board to address matters in dispute between the Parties promptly and knowledgeably. The Neutral/Board is to issue nonbinding findings within five (5) Business Days of referral of the matter to the Neutral/Board, unless good cause is shown.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in section 13.5.

13.4 MEDIATION If direct discussions pursuant to section 13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under section 13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 DISPUTE RESOLUTION. If the matter is unresolved following the utilization of the mitigation procedure, the appropriate venue for judicial resolution of any dispute is the state courts of the Commonwealth of Kentucky, or the United States District Court for the Western District of Kentucky, Bowling Green Division.

13.5.1 COSTS. The prevailing party shall be entitled to a reasonable attorney's fee.

13.5.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

13.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall



constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

13.5.4 An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

13.6 MULTIPARTY PROCEEDING All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

13.7 LIEN RIGHTS. Nothing in this article shall limit any rights or remedies not expressly waived by the Design-Builder which the Design-Builder may have under lien laws.

#### ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Design-Builder and not for the benefit of any third- party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall not assign its interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly-owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute any consent reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.



14.6 TITLES The titles given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

14.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

### ARTICLE 15 CONTRACT DOCUMENTS

15.1 CONTRACT DOCUMENTS The Contract Documents are as follows:

- (a) Exhibit A: Basis of Design/Owner Program – Owners RFP, dated 1/9/14.
- (b) Exhibit B: Labor Relations – Prevailing Wages Attachment
- (c) Exhibit C: Proposal Letter dated 2/21/14.
- (d) Exhibit D: Outline Specifications dated 2/21/14.
- (e) Exhibit E: Preliminary Schedule dated 5/23/14.
- (f) Exhibit F: Drawing List - DCRN #B

15.2 ORDER OF PRECEDENCE In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by the Owner pursuant to sections 3.1.4 - 3.1.7 in order of the most recently approved; (d) information furnished by the Owner pursuant to 3.7.4 or designated as a contract document in section 15.1; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

OWNER: Todd County Water District

BY: \_\_\_\_\_ NAME: \_Dr. George Brown, Chairman of Board of Commissioners

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DESIGN-BUILDER: Denham-Blythe Company, Inc.

BY: \_\_\_\_\_ NAME: \_R. Vance Hohn, PE\_\_\_\_\_ TITLE: \_Vice-President\_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_



END OF DOCUMENT.



## Request for Proposals

The Todd County Water District will accept proposals from prospective contractors for design-build services for a new office and shop building complex in Elkton, Kentucky. Proposals will be accepted until the close of business on January 24, 2014 at the District office located at 617 West Main Street, Elkton, KY 42220. Prospective bidders may obtain a project information package by contacting John Haley, District Manager at (270) 265-2229.

**Information Package**  
Request for Proposals  
Todd County Water District  
Elkton, Kentucky  
January 9, 2014

**New Office and Shop Complex**

General

The Todd County Water District (TCWD) intends to construct an office and shop complex on an undeveloped site located on US 68/80 in Elkton, Kentucky using the design-build approach to construct the project. TCWD is seeking to engage a contractor or joint venture to provide all design, permitting, construction and commissioning services required for completion of the project.

Site Conditions

The project will be built on a 3.3 acre site located as shown on the attached exhibits. The site is not within the Elkton city limits. The site is presently undeveloped, and is or will be owned by the TCWD. Potable water service will be available from the TCWD on the site. Public sanitary sewer service is not available, and an on-site septic system will be required. Natural gas is not available at the site. Phone, cable TV/broadband internet service are available on the site. There is an existing entrance from US 68/80 to the site.

Preliminary Planning

Exhibits provided in this package show conceptual plans for the proposed improvements. The intent is to provide these documents as a starting point for the final design. The Contractor is encouraged to suggest modification that would result in greater economy or functionality.

The preliminary design anticipates the following:

1. A one story office building with 9-foot ceiling height, slab-on-grade, wood or metal framing, brick exterior, painted gypsum board interior, tile or carpet flooring, asphalt shingle roof. Provide one drive through window, with provisions to add a second in the future. Allow for expansion of the building in the future. Provide customer service counter with full height, pass-through glass partition. Provide accessible attic space for records storage.
2. A pre-engineered metal shop building with 16-foot eave height, 6-inch reinforced concrete slab-on-grade, 14' roll-up door height, lighting, convenience outlets and freeze protection heating in the shop area, heated and air conditioned break room and restroom, insulated roof and walls, liner panels to 10-feet above floor.

3. Concrete stoop and sidewalks to all office building exterior doors. Curbed asphalt or concrete paved parking lot for customers and visitors. Separate gravel entrance, parking and storage for the shop. Six foot security fence around the shop and storage area.

### Contents of the Proposal

Responses to this request for proposal are asked to specifically address the following items. Please limit the response to no more than 20 pages.

1. General description of your company or project team.
2. Names and description of the qualifications of any design or major construction subcontractors you propose to use on the project.
3. Names and qualifications of individuals to be assigned to the project.
4. Experience with similar design-build projects. Please highlight 3-5 similar, recent projects performed by your company or team. Provide references with contact information.
5. Your proposed method of compensation for your services.
6. Your estimated budget for the project.
7. Your estimated schedule for completion of the project.
8. Your plan for using local labor and resources where possible.

### Selection Process

The TCWD intends to engage one company for the services necessary to complete the project, but reserves the right to reject any or all proposals. TCWD will not be liable for any expense associated with responding to this request for proposals.

TCWD representatives anticipate reviewing the materials submitted by responders and meeting with one or more of the top ranked firms to discuss project details and clarify any issues pertaining to the proposal. TCWD anticipates award to the responder determined by the TCWD Board to offer the best combination of competency, value and responsiveness. The goal of the TCWD is to have the award completed and the project initiated by the spring of 2014.

### Questions

Questions regarding this request for proposals should be addressed to John Haley, General Manager of the Todd County Water District at (270) 265-2229

### Attachments

The following attachments are provided.

1. Site Location.
2. Area Map.

3. Boundary Survey.
4. Preliminary Office Floor Plan.
5. Preliminary Office Elevations.
6. Preliminary Shop Plan.
7. Preliminary Site Layout.
8. Septic System Evaluation (2 pages).





**SITE**



<b>Todd County Water District</b> Elkton, Kentucky		
New Office & Maintenance Building <b>SITE LOCATION</b>		
<b>MCGHEE ENGINEERING, INC.</b> Guthrie, Kentucky		
January 7, 2014	1"≈1,600'	EX-1

01/07/2013

36°48'49.85" N 87°09'59.16" W elev 632 ft



Russellville Rd

80

**SITE**



erson Davis Hwy

395 ft

© 2013 Google

36°49'13.43" N 87°11'27.98" W elev. 686 ft

<b>Todd County Water District</b> Elkton, Kentucky		
New Office & Maintenance Building <b>AREA MAP</b>		
<b>MCGHEE ENGINEERING, INC.</b> Guthrie, Kentucky		
January 7, 2014	1"≈1,600'	EX-2



VICINITY MAP

GRAPHIC SCALE: 1" = 50'

STATE OF KENTUCKY  
 DEPARTMENT OF REVENUE  
 DIVISION OF LAND SURVEYING  
 3148  
 LAND SURVEYOR

SOURCE OF TITLE: DEED BOOK 180 PAGE 477  
 SOURCE OF TITLE: DEED BOOK 180 PAGE 500 - PAGE 51  
 ALL BEARINGS AND MAGNETS RELATIVE TO THE MAGNETIC MERIDIAN  
 UNLESS STATED OTHERWISE, ANY MEASUREMENTS  
 WERE MADE BY MEANS OF A SINE BAR 10' IN  
 LENGTH OF STEEL BAR WITH A PLASTIC CAR TO BE USED  
 IN THE HANDS OF THE SURVEYOR  
 METHOD OF SURVEY  
 CLASSICAL RANDOM TRAVELING  
 THE UNUSUAL SIZED PROPORTION RATIO OF THE TRAVELING  
 BEARS IN EXCESS OF 1:10 AND 1:20 WERE OBSERVED  
 THIS SURVEY MEETS THE MODERN  
 STANDARDS OF A CLASS A SURVEY  
 THIS SURVEY IS SUBJECT TO ANY FACTS  
 THAT A FULL AND ACCURATE TITLE  
 SEARCH MAY REVEAL  
 ENCUMBRANCES UNDEVELOPED AND THEIR  
 EXISTENCE ARE KNOWN TO THE SURVEYOR  
 BUT NOT BY THIS SURVEYOR  
 THIS PLAN OF SURVEY REPRESENTS A SURVEY  
 SERVICE THAT COMPLETES WITH THE SURVEY

**TRACT RECONFIGURATION**  
 U. S. HIGHWAY 68-80  
 TOTAL AREA: 4.79 ACRES

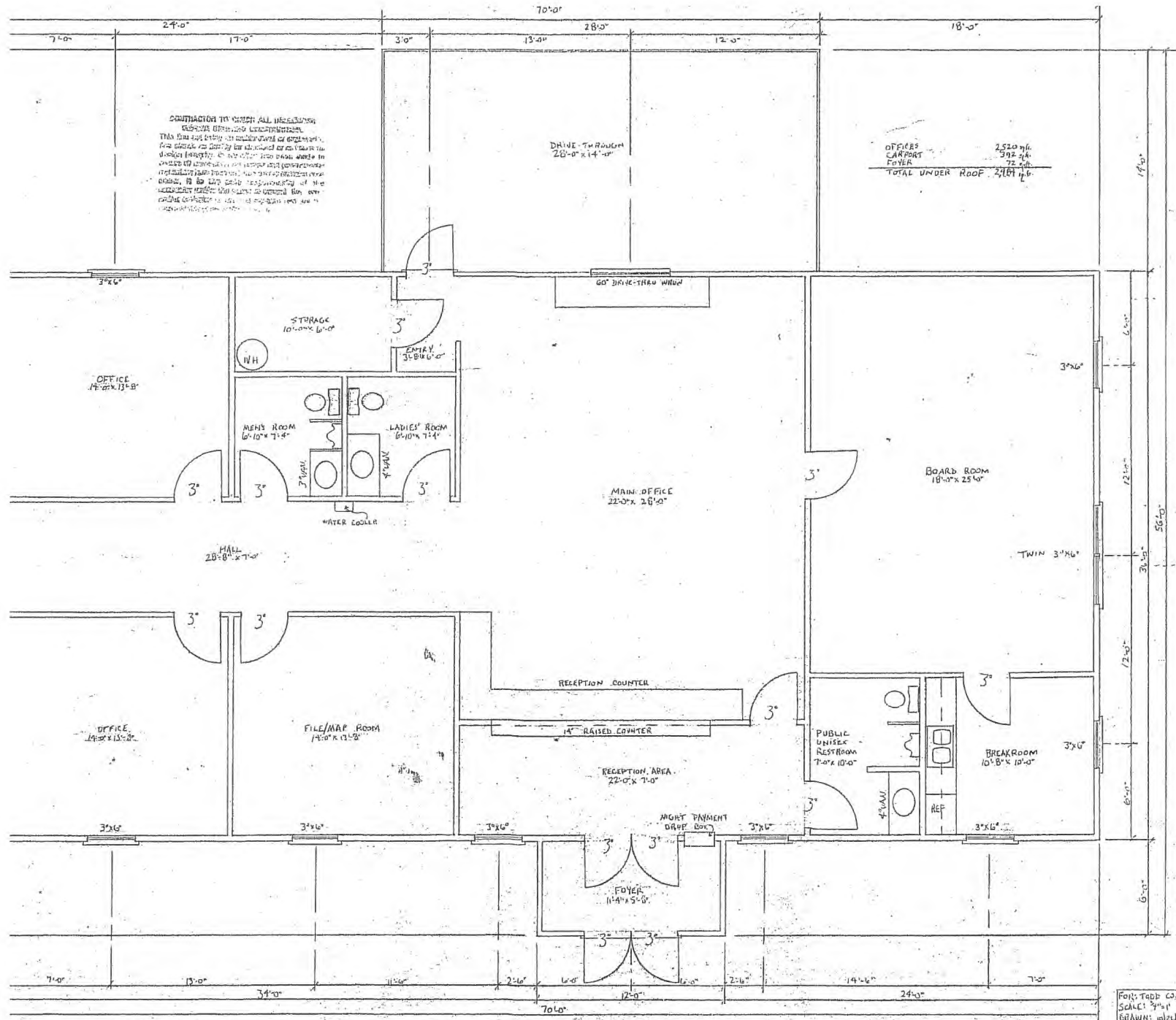
DAVID DAVIS GRADY  
 1700 W. 10TH ST. ROAD  
 ELIZABETH, KENTUCKY 40120

CLINT LORRIS CAMPBELL  
 1200 WEST 10TH STREET  
 ELIZABETH, KENTUCKY 40120

**BENCHMARK**  
 LAND SURVEYING

1001 W. 10TH STREET  
 ELIZABETH, KENTUCKY 40120  
 TEL: 502-738-4400  
 FAX: 502-738-4400

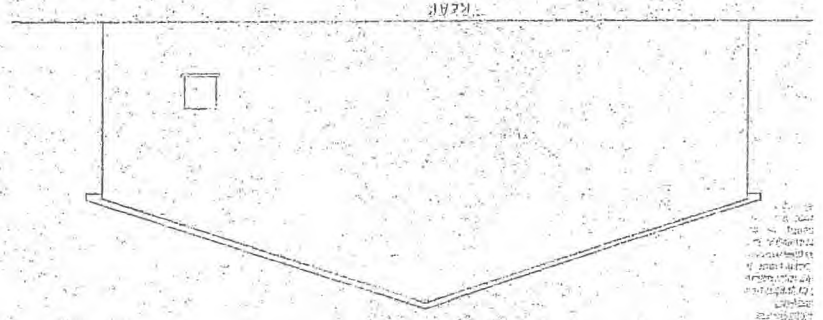
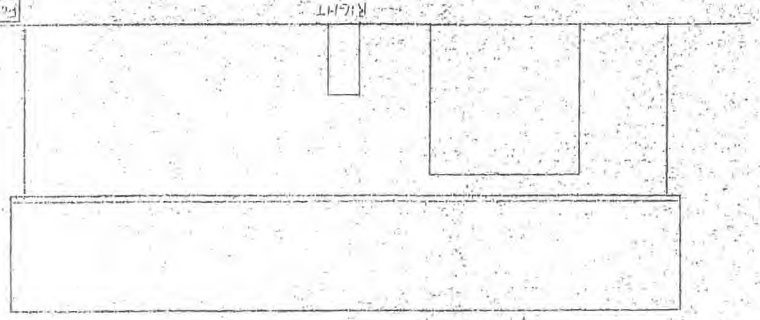
DATE OF THIS SURVEY: 10/12/12



OFFICE BUILDING

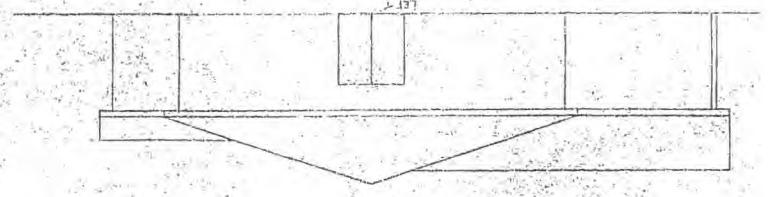
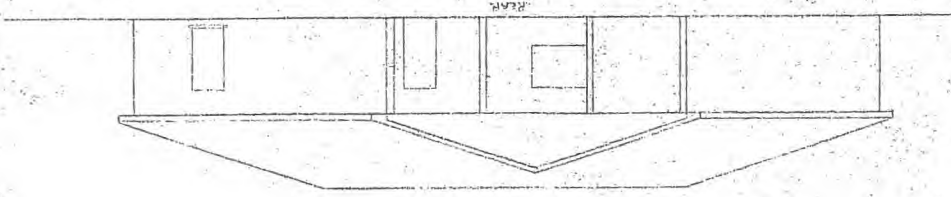
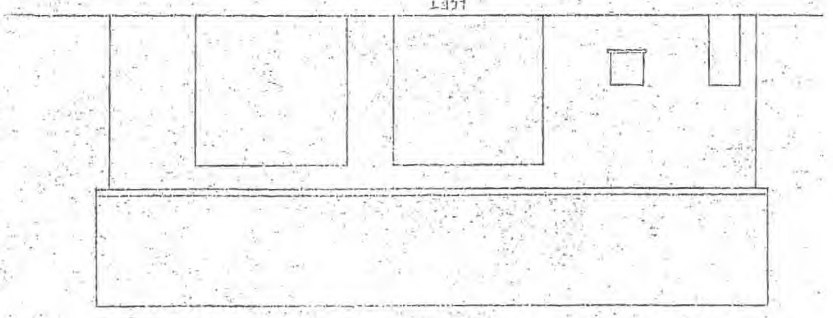
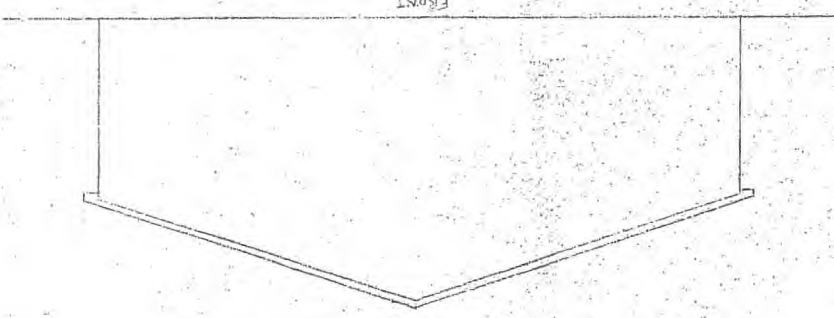
FOR: TEBB CO. WATER DIST.  
 SCALE: 3/8" = 1'  
 DRAWN: mjt/13 BY: A. PLATT  
 PAGE: 1 of 4 JEB/1/50

FOR THE COMPANY  
SCALE 1/8" = 1'-0"  
DRAWN BY J. J. J. J.  
DATE 10/10/50

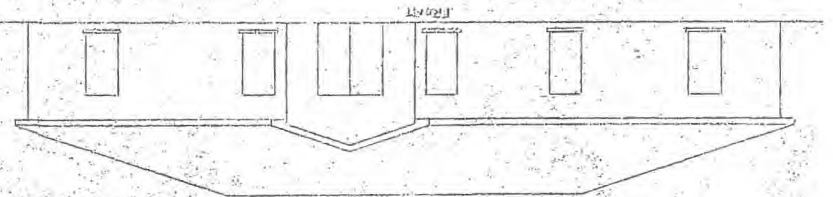
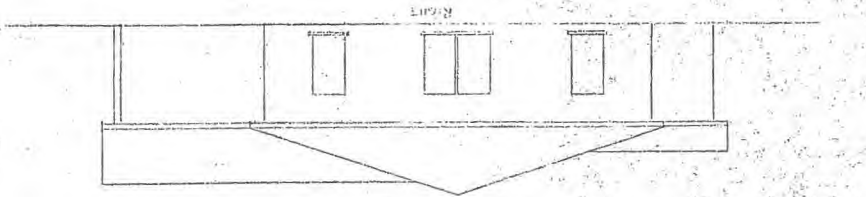


10'-0"  
8'-0"  
6'-0"  
4'-0"  
2'-0"  
0'-0"

GARAGE



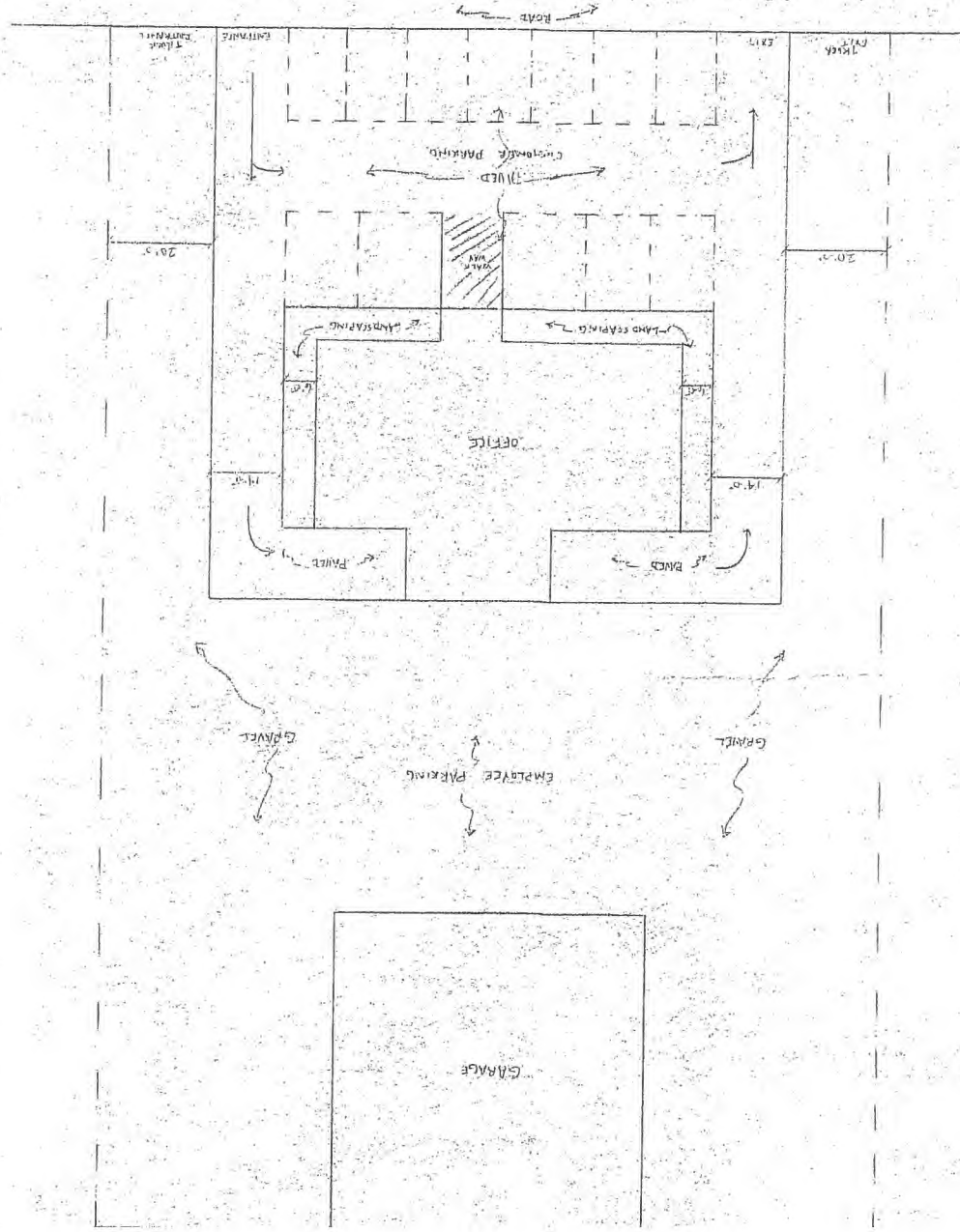
OFFICE





PLOT PLAN  
 SCALE 1/4" = 1'-0"  
 DRAWN BY A. G. G. 1/15/50  
 P.L.C. 9-1-1 506-1150

PLOT PLAN



ALL DIMENSIONS  
 ARE IN FEET  
 UNLESS  
 OTHERWISE  
 SPECIFIED  
 ALL UTILITIES  
 ARE TO BE  
 LOCATED  
 AND DEPT.  
 RECORDS  
 CHECKED  
 PRIOR TO  
 CONSTRUCTION

County

Application No.

Owner's Name Todd C. Water District

Lot Address N 32nd St - 50 West

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_

Evaluation Factors	Proposed System Area <i>Flagged Area</i>	Alternative Area 1 <i>Left of Center of Drive</i>
1. Topography (slope %)	5-7% <i>(S PS U)</i>	5-7% <i>(S PS U)</i>
2. Landscape Position	Common side slope <i>(S PS U)</i>	Common side slopes <i>(S PS U)</i>
3. Soil Texture and Group	0-8" sil 8-20" sil 20-42" sil <i>(S PS U)</i>	0-4" sil 4-8" sil 8-12" sil <i>(S PS U)</i>
4. Soil Structure	Blocky to 32" <i>(S PS U)</i>	Blocky to 12" <i>(S PS U)</i>
5. Internal Soil Drainage	Mottly chr 2 @ ≥14" <i>(S PS U)</i>	Mottly > 8" <i>(S PS U)</i>
6. Soil Depth (in.)	≥42" <i>(S PS U)</i>	≥42" <i>(S PS U)</i>
7. Restrictive Horizons (in.)	P <sub>1</sub> m @ 32" <i>(S PS U)</i>	P <sub>1</sub> m @ 12" <i>(S PS U)</i>
8. Available Space	100% <i>(S PS U)</i>	100% <i>(S PS U)</i>
9. Overall Site Classification	S <i>(PS)</i> U	S PS <i>(U)</i>
10. Soil Series (if available)		

S = SUITABLE PS = PROVISIONALLY SUITABLE U = UNSUITABLE

11. List site and/or system modifications or alternatives required for site approval and the specific area selected for system installation:

*For 120 gal water flow → 1000 gal tank  
162 ft of 24" lateral line installed 14 in deep max depth  
Buried in flagged area. Avoid power line ≥10 ft off  
ground → Center line to 38 inches and depth  
around entire length cover soil to 10 inches capped end system 10' up side  
15-20 ft down slope  
area 2 → 89 ft of standard 12" x 36" chambers (4')  
area 2 → 105 ft of low profile 8" x 26" x 4' chambers*

FILLED OR DISTURBED SITES ONLY

12. Percolation Test Required: Yes  No

13. Percolation tester instructions: Test to be run in flagged area at depth of \_\_\_\_\_ in. Presoaking of test holes to be in accordance with Section 6. (4) ( ) Test measurements to be conducted in accordance with Section 6. (5) ( ).

Attach copy of application and site plan. Draw in evaluation areas and designate area selected for system installation (flagged area).

11-20-13 Start \_\_\_\_\_ A.M.  
Date Requested Time PM *[Signature]* 61701  
Certified Inspector Cert No.





To find the latitude and longitude of a point Click on the map, Drag the marker, or enter the..

Address:

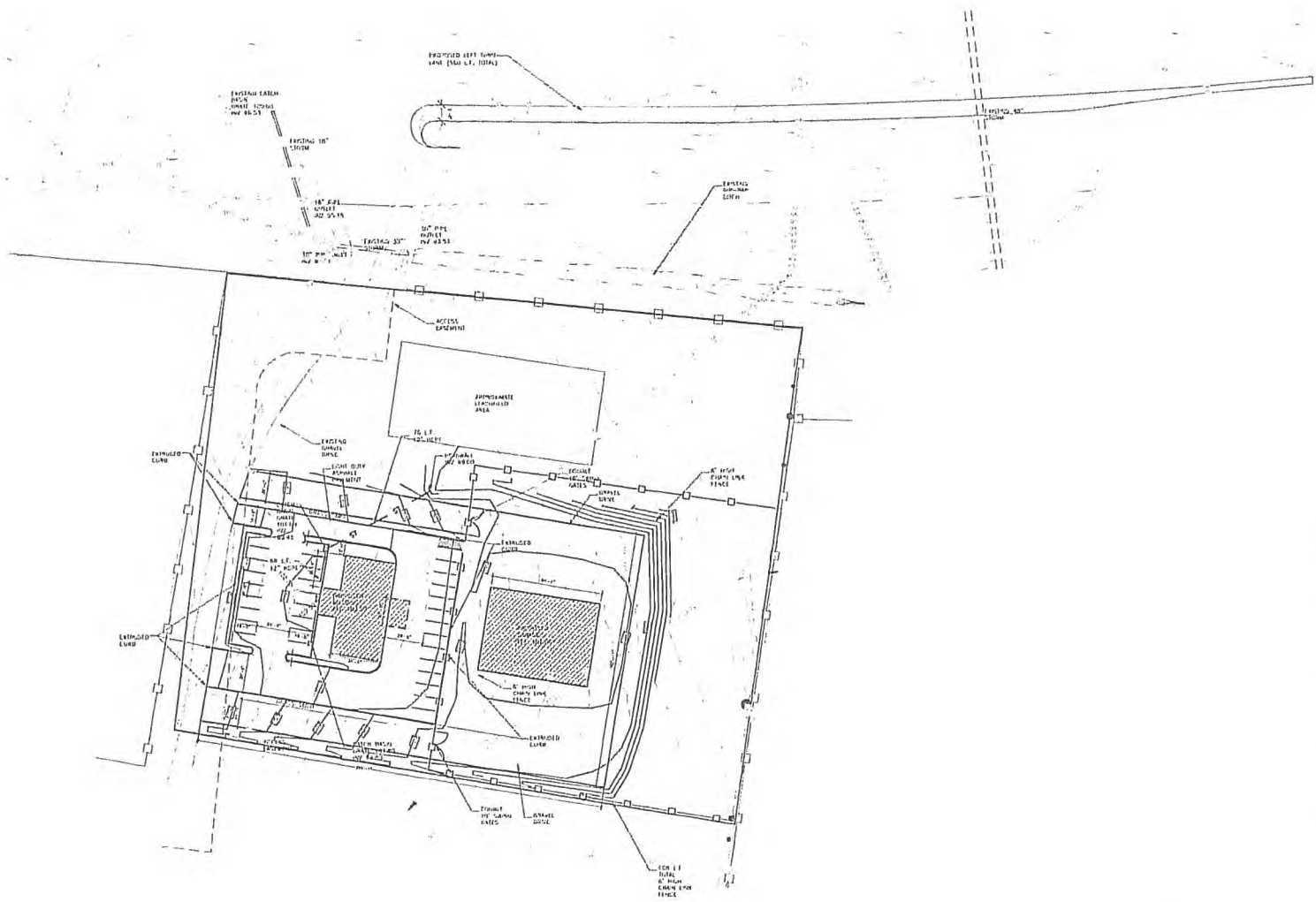
Map Center: [Get Address](#) - [Land Plat Size](#) - [Street View](#) - [Area Photograp](#)

Try out [3D Google Earth](#). Google Earth gives you a 3D look of the area around the center of usually your last click point, and includes latitude, longitude and elevation information.

## Latitude and Longitude of a Point



*Redmond  
Doubling*



1 SITE PLAN  
SD-1.0 1"=50'



NOT FOR CONSTRUCTION

FIELD VERIFY ALL EXISTING CONDITIONS

PRELIMINARY

EXHIBIT

"11"

tabbles

TODD COUNTY WATER DISTRICT  
EASTCH, MN

NEW BUILDING  
SITE PLAN



DATE	DESCRIPTION

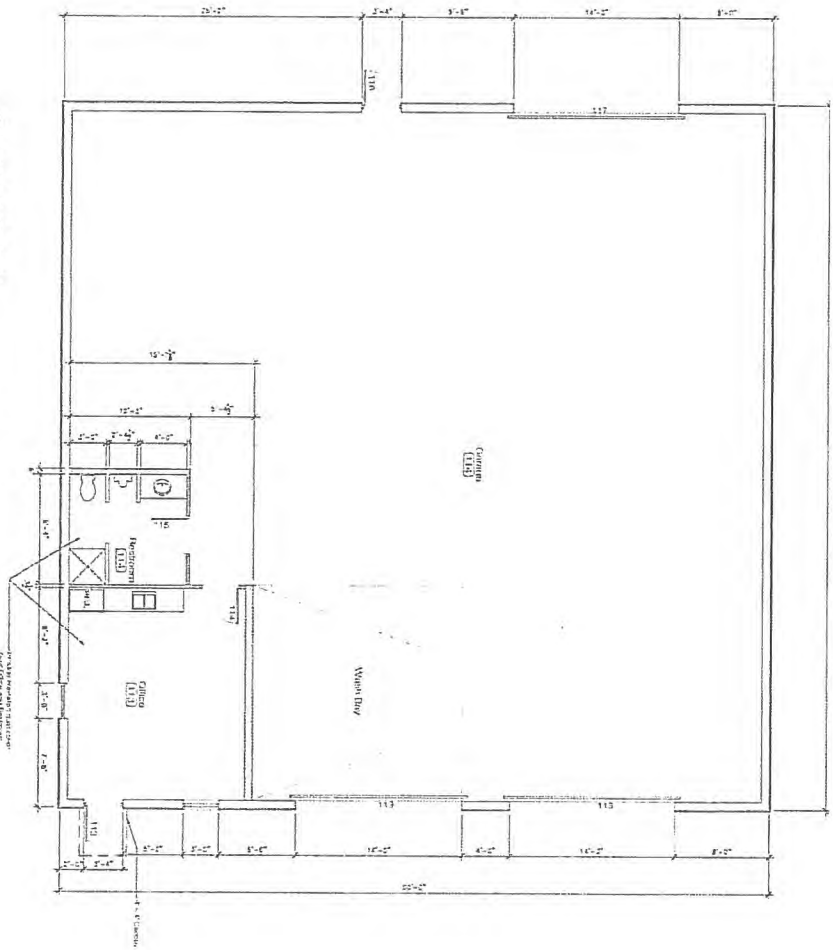
P14-013

SD-1.0





**GARAGE FLOOR PLAN**



**PRELIMINARY**

NOT FOR CONSTRUCTION!  
DO NOT SCALE DRAWINGS

FIELD VERIFY ALL  
EXISTING CONDITIONS

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11-14-21
2	REVISED PER COMMENTS	11-14-21
3	REVISED PER COMMENTS	11-14-21
4	REVISED PER COMMENTS	11-14-21
5	REVISED PER COMMENTS	11-14-21
6	REVISED PER COMMENTS	11-14-21
7	REVISED PER COMMENTS	11-14-21
8	REVISED PER COMMENTS	11-14-21
9	REVISED PER COMMENTS	11-14-21
10	REVISED PER COMMENTS	11-14-21

**DENHAM BLYTHE**  
engineers

1111 11th Street  
Tulsa, Oklahoma 74103  
918.438.1111  
www.denhamblythe.com

**TODD COUNTY WATER DISTRICT**

1214 S. BLYTHE  
TULSA, OKLAHOMA 74103  
918.438.1111